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Individually, and on behalf of others similarly situated and
aggrieved employees pursuant to the California
Private Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

ELIZABETH CHAVEZ; LEONARD
MOORE, individually and on behalf of others
similarly situated and aggrieved employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

TRUEPILL, INC., a Delaware corporation;
and DOES 1 through 25, inclusive,

Defendants.

Case No.: 23CV047001

Honorable Patrick McKinney
Department 18

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation ID: 635941558494
Date: December 10, 2025
Time: 1:30 p.m.
Dept.: 18

Complaint Filed: October 10, 2023
FAC Filed: October 20, 2025
Trial Date: Not Set

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[PROPOSED] ORDER

On December 10, 2025 at 1:30 p.m. in Department 18 of the above-captioned Court located at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612, Plaintiff Leonard Moore's ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Patrick McKinney. Blackstone Law, APC appeared on behalf of Plaintiff and Fisher & Phillips LLP appeared on behalf of Defendant Truepill, Inc. ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement") attached as Exhibit 5 to the Declaration of Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, LWDA PAGA Payment, Administration Expenses Payment, and payments to the Participating Class Members and Aggrieved Employees provided for in the Settlement Agreement,

1 appear to be within the range of reasonableness of a settlement that could ultimately be given final
2 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
3 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
4 to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced
5 against the probable outcome of further litigation relating to certification, liability, and damages issues
6 and are consistent with the requirements of California Labor Code § 2699(e)(1).

7 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
8 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
9 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
10 (b) common questions of law and fact predominate, and there is a well-defined community of interest
11 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
12 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
13 protect the interests of the members of the Class; (e) a class action is superior to other available
14 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
15 counsel for Plaintiff in his individual capacity and as the representative of the Class.

16 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
17 follows:

18 All non-exempt, hourly-paid employees who worked for Defendant in California
19 during the Class Period.

20 (The Class Period is defined as the period from October 10, 2019 through March 1,
21 2025.)

22 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
23 Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC as counsel for the Class ("Class
24 Counsel").

25 8. The Court provisionally appoints Plaintiff Leonard Moore as the representative of the
26 Class ("Class Representative").

27 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
28 Settlement ("Administrator").

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1 10. Not later than fourteen (14) calendar days after entry of this Order, Defendant will
2 provide the Administrator with the following information about each Class Member: full name, last-
3 known mailing address, last known telephone number, Social Security number, and number of
4 Workweeks and PAGA Pay Periods (collectively referred to as the “Class Data”) in conformity with
5 the Settlement Agreement.

6 11. The Court approves, both as to form and content, the Court Approved Notice of Class
7 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as
8 **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the
9 Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform
10 the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded
11 from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to challenge
12 the Workweeks and/or PAGA Pay Periods credited to each of them by submitting a written challenge,
13 and of each Participating Class Member’s right and opportunity to object to the Class Settlement by
14 submitting a written objection to the Administrator. The Court further finds that distribution of the
15 Class Notice substantially in the manner and form set forth in the Settlement Agreement and this
16 Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the
17 requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto.
18 The Court further orders the Administrator to mail the Class Notice in English by First-Class U.S.
19 Mail to all Class Members and Aggrieved Employees within fourteen (14) calendar days of receipt of
20 the Class Data, pursuant to the terms set forth in the Settlement Agreement.

21 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
22 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
23 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
24 with the requirements set forth in the Class Notice, to the Administrator, postmarked on or before the
25 date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Administrator
26 to Class Members and Aggrieved Employees (“Response Deadline”), or, in the case of a re-mailed
27 Class Notice, the Response Deadline shall be extended fourteen (14) calendar days from the original
28 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded

1 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
2 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
3 Nevertheless, all Aggrieved Employees will be issued their Individual PAGA Payment, irrespective
4 of whether they submit a Request for Exclusion. Class Members who do not submit a timely and valid
5 Request for Exclusion (i.e., Participating Class Members) shall be bound by the Settlement Agreement
6 and any final judgment based thereon.

7 13. A Final Approval Hearing shall be held before this Court on
8 _____ at _____ a.m./p.m. in Department 18 of the Alameda
9 County Superior Court, located at the Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland
10 California 94612, to determine all necessary matters concerning the Settlement, including: whether
11 the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair,
12 adequate, and reasonable and should be finally approved by the Court; whether a judgment, as
13 provided in the Settlement, should be entered herein; whether the plan of allocation contained in the
14 Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved
15 Employees; and determine whether to approve the requests for the Class Counsel Fees Payment, Class
16 Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration
17 Expenses Payment, and allocation for the PAGA Penalties.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for the Class
19 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
20 Payment, and Administration Expenses Payment, along with the appropriate declarations and
21 supporting evidence, including the Administrator's declaration, by
22 _____, to be heard at the Final Approval Hearing.

23 15. To object to the Class Settlement, a Participating Class Member must submit their
24 written objection to the Administrator on or before the Response Deadline. The written objection
25 must be signed and must contain the information that is required, as set forth in the Class Notice,
26 including and not limited to the grounds for the objection. Participating Class Members, individually
27 or through counsel, may also present their objection orally at the Final Approval Hearing, regardless
28 of whether they have submitted a written objection.

1 16. In the event the Settlement does not become effective in accordance with the terms of
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
4 the parties shall revert back to their respective positions as of before entering into the Settlement
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

7 17. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
9 Members and retains jurisdiction to consider all further applications arising out of or connected with
10 the Settlement.

11 **IT IS SO ORDERED.**

12 Dated: _____

Honorable Patrick McKinney
Judge of the Superior Court

EXHIBIT 1

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.*

However, your legal rights are affected by whether you act or do not act, so read this notice carefully.

TO: All persons who worked for Truepill, Inc. (“Defendant”) as non-exempt, hourly-paid employees in the State of California from October 10, 2019 through March 1, 2025 (“Class Period”).

The California Superior Court, County of Alameda has granted preliminary approval to a proposed settlement (“Settlement”) of the above-captioned action (“Action”). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement (“Notice”) carefully.

The Court has certified the following class for settlement purposes (“Class” or “Class Members”):

All non-exempt, hourly-paid employees who worked for Defendant in California during the Class Period.

The purpose of this Notice is to provide a brief description of the claims alleged in the Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

**YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT.
PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

WHAT INFORMATION IS IN THIS NOTICE

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1. Why Have I Received This Notice?

Truepill, Inc.'s records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Class Claims, as described below, from October 10, 2019 through March 1, 2025 (i.e., the Class Period).

A Preliminary Approval Hearing was held on [the date of Preliminary Approval], in the California Superior Court, County of Alameda. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Approval Hearing concerning the proposed settlement on [the date of final approval hearing], at [time a.m./p.m.], before Judge Michael Markman, located at Department 23, Administration Building, 1221 Oak St, Oakland, California 94612. The Court may continue the Final Approval Hearing without further notice to Class Members. You are not required to attend the Final Approval Hearing to receive an Individual Class Payment or Individual PAGA Payment.

This Notice, which has been approved by the Court, is only a summary. A more detailed Joint Stipulation of Class Action and PAGA Settlement Agreement and Release ("Settlement Agreement") is on file with the Court, where it is available for your review.

2. What Is This Case About?

The action entitled *Leonard Moore vs. Truepill, Inc.* was originally commenced by former plaintiff Elizabeth Chavez in the Alameda County Superior Court (Case Numbers 23CV047001) against Truepill, Inc. on October 10, 2023. On [Date], Leonard Moore ("Plaintiff") was substituted as the named Plaintiff in the Action.

Plaintiff's complaint, as amended ("Operative Complaint"), allege claims against Defendant for unpaid minimum wages; unpaid overtime; unpaid meal period premiums; unpaid rest period premiums; wages not timely paid during employment; failure to provide accurate wage statements; untimely final wages; failure to reimburse necessary business expenses; violation of Cal. Business & Professions Code section 17200, *et seq.*; and violations of the California Labor Code Private Attorneys General Act of 2004 ("PAGA").

Defendant in the Action is represented by the following attorneys:

FISHER PHILLIPS LLP
Nathan Low
Abby Putzulu
1 Montgomery Street, Suite 3400
San Francisco, California 94104
Tel: (415) 490-9000
Fax: (415) 490-9001

Plaintiff is represented in the Action by the following attorneys whom the Court has appointed as "Class Counsel":

BLACKSTONE LAW APC
Jonathan M. Genish
Miriam L. Schimmel
Joana Fang
Alexandra Rose
Jared C. Osborne

8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit whatsoever. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Defendant expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

Instead, both sides agreed to resolve the lawsuit after weighing the risks and benefits of the Settlement compared with those of continuing the Action, with no decision or admission of who is right or wrong. The factors considered included the uncertainty and delay associated with continued legal proceedings, a trial and likelihood of appeals, and the uncertainty of several important legal issues. The Parties balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interest of the Class Members.

If the Action continued, the Court might rule in favor of Defendant and the Class Members might not receive any recovery or monetary compensation. Defendant agreed to this proposed Settlement in order to avoid the expense and distraction associated with continued legal proceedings and the chance that the Court might rule in favor of the Class Members.

3. *Am I a Class Member? Am I an Aggrieved Employee?*

You are a “Class Member” if you are currently or were formerly employed by Defendant as a non-exempt, hourly-paid employee in the State of California during the Class Period. The “Class Period” is October 10, 2019 through March 1, 2025.

You are an “Aggrieved Employee” if you are currently or were formerly employed by Defendant as a non-exempt, hourly-paid employee in the State of California during the PAGA Period. The “PAGA Period” is from September 8, 2022 through March 1, 2025.

4. *How Does This Class Action Settlement Work?*

In the Action, Plaintiff sued on behalf of himself and all other similarly situated and/or aggrieved employees who were or are employed by Defendant as non-exempt, hourly-paid employee in the State of California at any time during the Class Period. Plaintiff and these other current and former employees comprise a “Class” and are “Class Members.” The Settlement of the Action resolves the Released Class Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below. Additionally, the Settlement of the Action resolves the Released PAGA Claims of all Aggrieved Employees, regardless of whether they exclude themselves from the Class portion of the Settlement.

The Parties believe the Settlement is fair and reasonable. The Court has reviewed the terms of the Settlement and preliminarily approved the Settlement as fair and reasonable to the Class. However, the Court has not yet finally determined if the Settlement is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail.

5. *What Are My Options?*

The purpose of this Notice is to inform you of the Action, the proposed Settlement, and your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

Important Note: *Defendant will not retaliate against you in any way for either participating or not participating in this Settlement.*

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of the lawsuit and may receive an Individual Class Payment and Individual PAGA Payment (if applicable). You will release all of the Released Class Claims, as defined in Section 8 below.
- **OPT OUT:** If you do not want to participate as a Class Member, you may “opt out” of the Class Settlement, by submitting a Request for Exclusion, as defined in Section 6 below. If the Court grants final approval of the Settlement, you will not receive an Individual Class Payment and you will not be bound by the terms of the Class Settlement, and you will not release the Released Class Claims described in Section 8 below.

If you are an Aggrieved Employee, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment, irrespective of whether you have excluded yourself from the Class Settlement.
- **OBJECT:** See Section 7 on how to object to the Class Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled “How Do I Exclude Myself (or “Opt Out”) from This Settlement” and “How Do I Object to the Settlement?”

6. How Do I Exclude Myself (or “Opt Out”) from This Settlement?

If you do not want to take part in the Settlement, you must mail a completed and timely Request for Exclusion to the Settlement Administrator. The Request for Exclusion must: (a) contain the case name and number of the Action (*Moore vs. Truepill, Inc.*, Case No. 23CV047001); (b) state your full name, mailing address, and email address or telephone number; (c) clearly state your intention to not wish to be part of and/or to be bound by the Class Settlement; (d) be addressed to the Settlement Administrator; (e) be signed by you or your lawful representative; and (e) be postmarked no later than **[the Response Deadline]**. You must mail your Request for Exclusion to the Settlement Administrator at **[address]**.

The Final Approval Order and Judgment entered following final approval of the Settlement by the Court will bind all Class Members who do not request exclusion from the Settlement (“Participating Class Members”).

7. How Do I Object to the Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing a written objection and mailing it to the Settlement Administrator at **[address]** by **[the Response Deadline]**. The objection must: (a) contain the case name and number of the Action (*Moore vs. Truepill, Inc.*, Case No. 23CV047001); (b) state your full name, mailing address, and email address or telephone number; (c) describe, in clear and concise terms, the legal and factual arguments supporting your objection; (d)

be addressed to the Settlement Administrator; (e) be signed by you or your lawful representative; and (f) be postmarked no later than [the Response Deadline].

Additionally, Class Members who do not opt out of the Settlement may also object to the Settlement by appearing at the Final Approval Hearing (or hire an attorney at your own expense to appear on your behalf) and have their objections heard by the Court.

Class Members who fail to object in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement.

If the Court rejects the objection, the Class Member will receive an Individual Class Payment and will be bound by the terms of the Settlement.

PLEASE NOTE: If you do not wish to be represented by Class Counsel, you may hire your own attorney at your own expense. You will be responsible for any attorneys' fees and costs charged by your attorney.

8. *How Does This Settlement Affect My Rights? What Are the Released Claims?*

If the proposed Settlement is approved by the Court, a Final Approval Order and Judgment will be entered by the Court. All Class Members who do not opt out of the Settlement will be bound by the Court's Final Approval Order and Judgment and will fully release and discharge Defendant Truepill, Inc., each of its and their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, affiliated companies or entities, and their exempt employees, partners, and agents ("Released Parties") from the Released Class Claims. The "Released Class Claims" are as follows:

All claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, arising during the Class Period, including any and all claims that Defendant failed to pay all wages due, including minimum wages and overtime, including, but not limited to, at the regular rate or wages owed from rounding; failed to provide meal and rest periods; failed to pay meal and rest period premiums, including at the regular rate of pay; failed to furnish accurate itemized wage statements; failed to timely pay all wages due during employment and upon termination; and failed to reimburse necessary business expenses. The Released Class Claims include claims for statutory penalties, attorneys' fees and costs, statutory interest, or other relief in connection therewith brought under California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2800, and 2802, California Business and Professions Code sections 17200, *et seq.*, and the applicable Industrial Welfare Commission Wage Orders. Except for the PAGA Released Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair and Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Additionally, the State of California with respect to the Aggrieved Employees will fully release and discharge the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are as follows:

All claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice, arising during the PAGA Period, including any and all claims that Defendant failed to pay all wages due, including minimum wages and overtime, including, but not limited to, at the regular rate or wages owed from rounding; failed provide meal and rest periods; failed to pay meal and rest period premiums, including at the regular rate of pay; failed to furnish accurate itemized wage statements; failed to keep accurate records; failed to timely pay all wages due during employment and upon termination; and failed to reimburse necessary business expenses. The Released PAGA Claims include claims for civil penalties under PAGA for violations of

California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

If you do NOT exclude yourself from the Settlement by following the procedures set forth pertaining to the Request for Exclusion and the Court approves the proposed Settlement, you will be deemed to have entered into the Released Class Claims provision of the Settlement Agreement.

9. *How Much Can I Expect to Receive from This Settlement?*

The total maximum amount that Defendant is required to pay under this Settlement is One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00) (“Gross Settlement Amount” or “GSA”).

The “Net Settlement Amount” or “NSA” means the portion of the Gross Settlement Amount available for distribution to Participating Class Members after the deduction of 1) Settlement of civil penalties under PAGA in an amount of \$100,000 (“PAGA Penalties”), with 75% (\$75,000) allocated to the California Labor Workforce Development Agency (“LWDA”) and 25% (\$25,000) allocated and distributed to Aggrieved Employees on a *pro rata* basis based on their pay periods during the PAGA Period; 2) Class Representative Service Payment of \$7,500; 3) Class Counsel Fees Payment of not more than one-third (1/3) of the GSA, which is currently estimated to be \$466,666.67; 4) Class Counsel Litigation Expenses Payment of not more than \$30,000; and 5) Administration Expenses Payment not to exceed \$15,000. All of these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Settlement Amount will be proportionately distributed amongst all Participating Class Members (Class Members who have not opted out) in Individual Class Payments. Each Participating Class Member will receive a proportionate share of the Net Settlement Amount. The Settlement Administrator will calculate a Participating Class Member’s Individual Class Payment first, by dividing the Net Settlement Amount by the total number of Workweeks of all Participating Class Members, and then second, by multiplying the result by the total number of Workweeks for the respective Participating Class Member. A “Workweek” is defined as any week during which a Class Member performed work for Defendant for at least one shift during the Class Period. Therefore, the value of each Participating Class Member’s Individual Class Payment ties directly to the number of weeks that the Class Member worked during the Class Period.

Although your exact share of the Net Settlement Amount cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Settlement Amount, is as follows: \$ [REDACTED], less standard wage tax withholdings as explained below. This amount is based on Defendant’s business records, which show you worked [REDACTED] eligible Workweeks during the Class Period.

The PAGA portion of the Settlement provides that Aggrieved Employees will each receive an Individual PAGA Payment, which is a proportionate share of 25% of the PAGA Penalties (\$25,000) as calculated by the Settlement Administrator. To calculate each Aggrieved Employee’s Individual PAGA Payment, the Settlement will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee’s total number of PAGA Pay Periods worked during the PAGA Period.

Your approximate Individual PAGA Payment is as follows: \$ [REDACTED]. This amount is based on Defendant’s business records, which show you worked [REDACTED] eligible PAGA Pay Periods during the PAGA Period. (If no amounts are stated, that is because according to Defendant’s business records, you are not an Aggrieved Employee.)

If you believe the number of eligible Workweeks and/or PAGA Pay Periods credited to you are incorrect, you may submit a challenge, which is a written letter that must: (a) contain the case name and number of the Action (*Moore vs. Truepill, Inc.*, Case No. 23CV047001); (b) contain your full name, signature, mailing address, and email address or telephone number; (c) clearly state you dispute the number of Workweeks and/or PAGA Pay Periods credited to you and what you contend is the correct number to be credited to you; (d) include information and/or attach documentation demonstrating that the number of Workweeks and/or PAGA Pay Periods that you contend should be credited to you are correct; and (e) be submitted by mail to the Settlement Administrator at [address] on or before [the Response Deadline].

Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion(s)"). The Wage Portions are subject to tax withholding and will be reported on IRS W-2 Forms. Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties (the "Non-Wage Portion(s)"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

One hundred percent (100%) of your Individual PAGA Payment will be treated as penalties. The Settlement will report your Individual PAGA Payment on an IRS Form 1099 and not withhold taxes.

The Settlement Administrator may combine your Individual Class Settlement Payment and (if eligible) your Individual PAGA Payment in a single settlement check. It is strongly recommended that upon receipt of your settlement check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will pay the amount of your Individual Class Payment and Individual PAGA Payment to a non-profit *cy pres* recipient. The *cy pres* recipient under the proposed Settlement is East Bay Community Law Center.

10. How Can I Get Additional Information?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the toll-free telephone number listed below or [web address]. Please refer to "Truepill, Inc. Class Action Settlement."

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Alameda County Superior Court – Rene C. Davidson Courthouse, 1225 Fallon St, Oakland, CA 94612, Monday-Friday (excluding court holidays) between 8:30 a.m. and 4:30 p.m.

The pleadings and other records in this litigation may also be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://portal.alameda.courts.ca.gov>. After arriving at the website, click the "Searches" tab at the top of the page, then select the Document Downloads link, enter the case number (23CV047001) and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You may also visit the Administrator's website at [redacted] for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.