Miriam L. Schimmel (State Bar No. 185089)
mschimmelblackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Jared C. Osborne (State Bar No. 335968)
josborne@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Leonard Moore and the Class

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

DECLARATION OF GARVIN BROWN OF ILYM GROUP, INC. REGARDING NOTICE AND SETTLEMENT ADMINISTRATION

Reservation #:	A-47001-001
Date:	May 6, 2026
Time:	1:30 p.m.
Complaint Filed:	October 10, 2023
FAC Filed:	October 20, 2025
Trial Date:	Not Set

I, Garvin Brown, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for ILYM Group, Inc., (herein after referred to as "ILYM Group"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned, *Leonard Moore v. Truepill, Inc.* matter. I am authorized to make this declaration on behalf of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

2. ILYM Group has extensive experience in administering Class Action Settlements, including direct mail services, database management, claims processing and settlement fund distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class Members.

3. ILYM Group was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and settlement administration, pursuant to the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be performed after Final Approval of the Settlement is granted, include: (a) printing and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date For Final Court Approval,* (referred to as "Class Notice"); (b) receiving and processing requests for exclusion and objections to the Settlement, if applicable; (c) resolving Class Members' disputes over the number of Workweeks and/or PAGA Pay Periods Defendant has record of them working during the Class Period and PAGA Period, which was pre-printed on their individualized Class Notice; (d) establishing a QSF account and calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) handling the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) performing other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.

4. On December 10, 2025, ILYM Group received the Court approved text for the Class Notice from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice, which was approved by the Parties' Counsel prior to mailing.

5. On December 31, 2025, ILYM Group received the Class Data file from Defendant's counsel, which contained each Class Member's full name, social security number, last known mailing address, last known telephone number, and number of Workweeks and PAGA Pay Periods. The Class Data file was uploaded to our database and checked for duplicates and other possible discrepancies. The Class Data contained 873 Class Members who worked 63,014 Workweeks and 338 Aggrieved Employees who worked 22,037 PAGA Pay Periods. Accordingly, the Escalator Clause was not triggered.

6. As part of the preparation for mailing, all 873 names and addresses contained in the Class Data were then processed against the National Change of Address ("NCOA") database, maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming the mailing addresses of the Class Members before mailing of the Class Notice. The NCOA contains requested change of addresses filed with the USPS. To the extent that an updated address was found in the NCOA database, the updated address was used for the mailing of the Class Notice. To the extent that no updated address was found in the NCOA database, the original address provided by Defendant's counsel was used for the mailing of the Class Notice.

7. On January 15, 2026, the Class Notice was mailed, via U.S First Class Mail, to all 873 individuals contained in the Class Data. Attached hereto, as **Exhibit A**, is a true and correct copy of the mailed Class Notice.

8. As of the date of this declaration, 118 Class Notices have been returned to our office. Of the 118 returned Class Notices, none included a returned with a forwarding address. ILYM Group performed a computerized skip trace on the 118 returned Class Notices that did not have a forwarding address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice. As a result of this skip trace, 109 updated addresses were obtained and the Class Notices were promptly re-mailed to those Class Members, via U.S. First Class Mail. As of the date of this declaration, a total of 9 Class Notices have been deemed undeliverable as no updated addresses

were found notwithstanding the skip tracing.

9. As of the date of this declaration, ILYM Group has not received any Requests for Exclusion. The Response Deadline was March 15, 2026.

10. As of the date of this declaration, ILYM Group has not received any written objections to the Settlement. The Response Deadline was March 15, 2026.

11. As of the date of this declaration, ILYM Group has not received any disputes to Workweeks and/or PAGA Pay Periods. The Response Deadline was March 15, 2026.

12. As of the date of this declaration, ILYM Group reports a total of 873 Participating Class Members, representing 100% of the Class.

13. Participating Class Members will receive a proportional share of the Net Settlement Amount through individual settlement payments, based on the number of Workweeks worked by Participating Class Members during the Class Period. The Net Settlement Amount is the amount remaining after deduction of the Court-approved payments from the Gross Settlement Amount for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, and PAGA Penalties.

Gross Settlement Amount	**$1,400,000.00**
Attorney's Fees	$466,666.67
Attorney's Costs/Expenses	$30,000.00
Service Payment (L. Moore)	$7,500.00
ILYM Group Fees	$12,000.00
PAGA Penalties	$100,000.00
Net Settlement Amount	**$783,833.33**

14. To determine a Participating Class Member's individual settlement award payment, the distribution shall be divided among all Participating Class Members on a pro rata basis, based on the ratio of the Workweeks worked by each Participating Class Member during the Class Period, to the total number of Workweeks worked by all Participating Class Members during the Class Period. Based on these calculations, the Participating Class Members will receive an estimated average gross Individual Class Payment of $897.86, with the estimated highest gross Individual

Class Payment being $3,507.81, and the estimated lowest gross Individual Class Payment being $12.44.

15. The Individual PAGA Payment shares to the Aggrieved Employees will be calculated based on the Aggrieved Employee's number of PAGA Pay Periods worked during the PAGA Period. The distribution will be divided among all Aggrieved Employees on a pro rata basis, based on the ratio of the PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period, to the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. Based on these calculations, the Aggrieved Employees will receive an estimated average Individual PAGA Payment of $73.96, with the estimated highest Individual PAGA Payment being $136.13, and the estimated lowest Individual PAGA Payment being $1.13.

16. ILYM Group's total fees and costs for services in connection with the administration of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and costs for completion of the settlement administration, are $12,000.00. ILYM Group's work in connection with this matter will continue with the calculation of the settlement award payments, issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform. Attached hereto, as **Exhibit B**, is a true and correct copy of ILYM Group's quote.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 3rd day of April 2026, at Tustin, California.

Garvin Brown

GARVIN BROWN

EXHIBIT “A”

CALIFORNIA SUPERIOR COURT, COUNTY OF ALAMEDA
Leonard Moore vs. Truepill, Inc., Case No. 23CV047001.

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

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 December 10, 2025, 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 **May 6, 2026**, at **1:30 p.m.**, before Judge Patrick McKinney, located at Department 18, 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 October 20, 2025, 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 **March 15, 2026**. You must mail your Request for Exclusion to the Settlement Administrator at:

ILYM Group, Inc.
P.O. Box 2031 | Tustin, CA 92781
Telephone: **(888) 250-6810**
Fax: **(888) 845-6185**
Email: **claims@ilymgroup.com**

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 **P.O. Box 2031 | Tustin, CA 92781** by **March 15, 2026**. 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 **March 15, 2026**.

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: **$«Est_Individual_Class_Payment»**, less standard wage tax withholdings as explained below. This amount is based on Defendant's business records, which show you worked **«Class_Period_Workweeks»** 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: **$«Est_Individual_PAGA_Payment»**. This amount is based on Defendant's business records, which show you worked **«PAGA_Period_Pay_Periods»** 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 **P.O. Box 2031 | Tustin, CA 92781** on or before **March 15, 2026**.

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 by email at claims@ilymgroup.com. 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://eportal.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 www.ilymgroup.com for key documents in the Action.

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

Leonard Moore vs. Truepill, Inc.
c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

«ILYM_ID QR Code»

ILYM ID: «ilym_id» «PC»
«first_name» «last_name»
«Address_1»
«City», «state» «Zip_Code»

EXHIBIT “B”

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Moore v. Truepill

Tuesday, March 11, 2025

Requesting Attorney:
Jared Osborne
Blackstone Law, APC
josborne@blackstonepc.com
310.622.4278

ILYM Group Contact:
Lisa Mullins
ILYM Group, Inc.
Lisa@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: Class & PAGA

KEY ASSUMPTIONS	
Total Number of Class Members	**900**
Estimated Percentage of Remails	**15%**
Certified Spanish Translation	**Yes**
ILYM Group Static Website	**Yes**
Case Duration (Years)	**1**

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	$650.00
Project Management:	$3,450.00
Notification & Mailing:	$2,460.00
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$4,425.00
Case Conclusion:	$1,015.00
All-In/Capped ILYM Fees & Expenses:	**$12,000.00**

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Moore v. Truepill

Tuesday, March 11, 2025

Requesting Attorney's Name: Jared Osborne

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	$150.00	2	$300.00
Programming of Class Database	Hourly	$175.00	2	$350.00
			Subtotal	**$650.00**
PROJECT MANAGEMENT				
Project Manager (Case notification and maintenance)	Hourly	$120.00	4	$480.00
Staff Hours for Processing Returned Mail	Hourly	$70.00	2	$140.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	$70.00	2	$140.00
Report Processing	Hourly	$70.00	2	$140.00
Certified Spanish Translation	Flat Fee	$1,250.00	1	$1,250.00
ILYM Group Static Website	Flat Fee	$750.00	1	$750.00
NCOA	Flat Rate	$250.00	1	$250.00
Toll Free Customer Service Representative	Flat Fee	$300.00	1	$300.00
Weekly Reports	Flat Rate	$750.00	1	Waived
			Subtotal	**$3,450.00**
NOTIFICATION & MAIILING				
Fulfillment of Notice, English & Spanish	Per Piece	$1.50	900	$1,350.00
USPS First Class Postage	Per Piece	$0.75	900	$675.00
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	$2.00	135	$270.00
Storage, Photocopies, Deliveries	Flat Fee	$165.00	1	$165.00
			Subtotal	**$2,460.00**

**ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ $150.00 per hour.*

ILYM | GROUP, Inc.
CLASS ACTION ADMINISTRATION

Case Name: Moore v. Truepill

Tuesday, March 11, 2025

Requesting Attorney's Name: Jared Osborne

Activity	Rate Type	Unit Cost	Volume	Amount
DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	$150.00	3	$450.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	3	$375.00
Check, Stub & Release - Print & Mail (W2/1099)	Per Check	$1.00	900	$900.00
USPS First Class Postage	Per Piece	$0.65	900	$585.00
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	$1.50	90	$135.00
Preparation of Taxes	Hourly	$120.00	4	$480.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

	Subtotal	**$4,425.00**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	1	$100.00
Project Manager Final Reporting	Hourly	$120.00	2	$240.00
Process Unclaimed Funds to the State	Flat Fee	$550.00	1	$550.00
Declaration	Hourly	$125.00	1	$125.00

	Subtotal	**$1,015.00**

All-In/Capped ILYM Fees & Expenses: $12,000.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Clients instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.