

Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.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

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Reservation ID: A-47001-001
Date: May 6, 2026
Time: 1:30 p.m.
Dept.: 18

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

1 Plaintiff Leonard Moore’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
3 Representative Service Payment, and Administration Expenses Payment came before this Court on
4 **May 6, 2026 at 1:30 p.m.** before the Honorable Patrick McKinney in Department 18 of the above-
5 captioned Court located at Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California
6 94612.

7 Having received and considered the Joint Stipulation of Class and PAGA Settlement
8 Agreement and Release (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final
9 Approval of Class Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel
10 Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses
11 Payment, the supporting papers filed by the Parties, the Declarations of Class Counsel (Alexandra
12 Rose), the Class Representative (Leonard Moore), and the Administrator (Garvin Brown on behalf of
13 ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction with the
14 Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto, the
15 Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
16 FOLLOWING DETERMINATION:

17 1. This Court has jurisdiction over the subject matter of the above-captioned action and
18 over Plaintiff and Defendant Truepill, Inc. (“Defendant”) (together, with Plaintiff, the “Parties”),
19 including all members of the Class.

20 2. The Court finds that the following Class is properly certified as a class for settlement
21 purposes only: “All non-exempt, hourly-paid employees who worked for Defendant in California
22 during the Class Period.” The “Class Period” is defined as the period from October 10, 2019 through
23 March 1, 2025.

24 3. The Court appoints Plaintiff Leonard Moore as the Class Representative for settlement
25 purposes only.

26 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
27 Rose, and Jared C. Osborne of Blackstone Law, APC as Class Counsel for settlement purposes only.

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1 5. The Court Approved Notice of Class Action Settlement And Hearing Date For Final
2 Court Approval (“Class Notice”) provided to the Class conforms with the requirements of California
3 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
4 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
5 constitutes the best notice practicable under the circumstances, by providing individual notice to all
6 Class Members who could be identified through reasonable effort, and by providing due and adequate
7 notice of the proceedings and of the matters set forth therein to the other Class Members. The Class
8 Notice fully satisfied the requirements of due process.

9 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
10 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
11 requirements for final approval of this class action settlement under California law, including the
12 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
13 3.769.

14 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
15 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
16 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
17 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
18 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
19 by or against Defendant or any of the other Released Parties.

20 8. The Court finds that no Class Members have validly and timely opted out of the Class
21 Settlement and no Participating Class Members have objected to the Class Settlement.

22 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
23 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
24 the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff in the amount of
25 \$7,500.00.

26 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
27 to Class Counsel in the sum of \$466,666.67 and reimbursement of actual litigation costs and expenses
28 to Class Counsel in the sum of \$30,000.00. It is hereby ordered that the Settlement Administrator

1 must hold 10% of the attorneys' fees (\$46,666.67) until the Court approves the final accounting. The
2 attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable
3 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the
4 common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient
5 litigation practices and reflects the actual benefit obtained for the Class.

6 11. The Court approves and orders payment from the Gross Settlement Amount in the
7 amount of \$12,000.00 to ILYM Group, Inc. for performance of settlement administration services.

8 12. The Court approves and orders payment in the amount of \$75,000.00 to the California
9 Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward
10 PAGA penalties.

11 13. It is hereby ordered that no later than fourteen (14) calendar days after the Effective
12 Date, Defendant will deposit the Gross Settlement Amount and also the amount necessary to fully pay
13 Defendant's share of payroll taxes into an account established by the Administrator, in accordance
14 with the terms and methodology set forth in the Settlement Agreement.

15 14. It is hereby ordered that within seven (7) calendar days after Defendant funds the Gross
16 Settlement Amount, the Administrator will distribute the Individual Class Payments to Participating
17 Class Members, Individual PAGA Payments to Aggrieved Employees, Class Counsel Fees Payment
18 and Class Counsel Litigation Expenses Payment to Class Counsel, Class Representative Service
19 Payment to Plaintiff, LWDA PAGA Payment to the LWDA, and Administration Expenses Payment
20 to itself.

21 15. Each Individual Class Payment and Individual PAGA Payment check will be valid and
22 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
23 thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by
24 the Administrator to East Bay Community Law Center.

25 16. As of the full funding of the Gross Settlement Amount and Effective Date, all
26 Participating Class Members, on behalf of themselves and their respective former and present
27 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released
28 Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts

1 stated in the Operative Complaint, arising during the Class Period, including any and all claims that
2 Defendant failed to pay all wages due, including minimum wages and overtime, including, but not
3 limited to, at the regular rate or wages owed from rounding; failed to provide meal and rest periods;
4 failed to pay meal and rest period premiums, including at the regular rate of pay; failed to furnish
5 accurate itemized wage statements; failed to timely pay all wages due during employment and upon
6 termination; and failed to reimburse necessary business expenses (collectively, “Released Class
7 Claims”). The Released Class Claims include claims for statutory penalties, attorneys’ fees and costs,
8 statutory interest, or other relief in connection therewith brought under California Labor Code sections
9 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198, 2800, and 2802,
10 California Business and Professions Code sections 17200, *et seq.*, and the applicable Industrial
11 Welfare Commission Wage Orders. Except for the PAGA Released Claims, Participating Class
12 Members do not release any other claims, including claims for vested benefits, wrongful termination,
13 violation of the Fair and Employment and Housing Act, unemployment insurance, disability, social
14 security, workers’ compensation, or claims based on facts occurring outside the Class Period.

15 17. As of the full funding of the Gross Settlement Amount and Effective Date, the State of
16 California with respect to the Aggrieved Employees is deemed to release the Released Parties from all
17 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the
18 facts stated in the PAGA Notice, arising during the PAGA Period, including any and all claims that
19 Defendant failed to pay all wages due, including minimum wages and overtime, including, but not
20 limited to, at the regular rate or wages owed from rounding; failed provide meal and rest periods; failed
21 to pay meal and rest period premiums, including at the regular rate of pay; failed to furnish accurate
22 itemized wage statements; failed to keep accurate records; failed to timely pay all wages due during
23 employment and upon termination; and failed to reimburse necessary business expenses (collectively,
24 “Released PAGA Claims”). The Released PAGA Claims include claims for civil penalties under
25 PAGA for violations of California Labor Code sections 201, 202, 203,204, 210, 226(a), 226.7, 246,
26 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802, and the applicable
27 Industrial Welfare Commission Wage Orders.

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1 18. As of the full funding of the Gross Settlement Amount and Effective Date, Plaintiff, on
2 behalf of his respective former and present spouses, representatives, agents, attorneys, heirs,
3 administrators, successors. and assigns, generally releases and discharges the Released Parties from
4 all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited
5 to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the
6 Operative Complaint, and (b) all PAGA claims that were, or reasonably could have been, alleged,
7 based on facts contained in Plaintiff's PAGA Notice ("Plaintiff's Release"). The Plaintiff's Release
8 does not extend to any claims or actions to enforce the Settlement Agreement, or to any claims for
9 vested benefits, unemployment benefits, disability benefits, social security benefits, workers'
10 compensation benefits that arose at any time, or based on occurrences outside the Class Period.
11 Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the
12 facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that the Plaintiff's
13 Release shall be and remain effective in all respects, notwithstanding such different or additional facts
14 or Plaintiff's discovery of them. For purposes of the Plaintiff's Release, Plaintiff expressly waives
15 and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which
16 reads: A general release does not extend to claims that the creditor or releasing party does not know
17 or suspect to exist in his or her favor at the time of executing the release and that, if known by him or
18 her, would have materially affected his or her settlement with the debtor or released party.

19 19. "Released Parties" means Defendant and each of its and their former and present
20 directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
21 parents, subsidiaries, affiliated companies or entities, and their exempt employees, partners, and
22 agents.

23 20. This Court shall retain jurisdiction with respect to all matters related to the
24 administration and consummation of the Settlement, and any and all claims asserted in, arising out of,
25 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
26 Settlement and the determination of all controversies relating thereto.

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1 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
2 posting a copy of this Order and Judgment on the Administrator’s website for a period of at least sixty
3 (60) calendar days after the date of entry of this Order and Judgment.

4 22. A Compliance Hearing is set for _____ at _____
5 in Department 18 of this Court located at Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland,
6 California 94612. The Administrator shall file a Final Report no later than five (5) court days prior to
7 the Compliance Hearing.

8 **IT IS SO ORDERED.**

9 Dated: _____

Honorable Patrick McKinney