

OFFICIAL NOTICE FROM THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

**If you were enrolled in an
automatically renewing Monthly
Subscription with PlushCare
between January 10, 2020 and
August 30, 2022, you could get a
payment from a class action
Settlement.**

A federal court authorized this Notice. This is not a solicitation from a lawyer.

A Settlement has been reached in a proposed class action against PlushCare, Inc. and PlushCare of California, Inc., A.P.C. ("PlushCare"). The case alleges that PlushCare's autorenewal practices violated both common law and consumer protection laws nationwide. PlushCare denies these allegations and any wrongdoing and maintains that its autorenewal practices were at all times lawful.

You are included in the Settlement if you were enrolled in an automatically renewing Monthly Subscription with PlushCare and were charged at least one payment while in the United States. **To get Settlement money, go to www.PlushCareAutoRenewSettlement.com and file your valid claim no later than June 13, 2023.**

Included customers can fill out a short claim form and receive a payment estimated to range from approximately \$65.00 to \$130.00. These amounts are averages only and your payment amount may be different. The payment amount will mainly depend on the number of claims submitted.

The Settlement also requires PlushCare to make changes to its Website so that notification of its autorenewal practices are clear.

Read this Notice carefully. If you are included in the proposed class, your legal rights are affected whether you act or do not act. The judge presiding over this case hasn't decided if the Settlement is fair yet. Payments will be made only if the judge decides the Settlement is fair and approves the Settlement.

QUESTIONS? CALL: 1-888-836-1815 OR VISIT:
WWW.PLUSHCAREAUTORENEWSETTLEMENT.COM

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
SUBMIT A CLAIM FORM	The only way to get a payment. You will be bound by the terms of the Settlement and will give up your rights to sue PlushCare about the issues in this case.	June 13, 2023
EXCLUDE YOURSELF	You will receive no payment from the Settlement or be able to object to the Settlement, but you will retain any rights you currently have to sue PlushCare about the issues in this case.	June 13, 2023
OBJECT	Write to the Court and explain why you do not like the Settlement.	June 13, 2023
DO NOTHING	You will not get a payment and will give up your rights to sue PlushCare about the issues in this case.	No Deadline

These rights and options are further explained in this Notice.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	3
WHO IS IN THE SETTLEMENT?.....	4
THE SETTLEMENT BENEFITS – WHAT YOU GET	5
HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM	5
WHAT HAPPENS IF YOU REMAIN IN THE SETTLEMENT	6
EXCLUDING YOURSELF FROM THE SETTLEMENT	7
OBJECTING TO THE SETTLEMENT	8
THE LAWYERS REPRESENTING YOU	9
THE COURT’S FAIRNESS HEARING	10
GETTING MORE INFORMATION	11

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BASIC INFORMATION

1. WHY WAS THIS NOTICE ISSUED?

A Court authorized this Notice to let you know about a proposed Settlement of a class action lawsuit with PlushCare. You have legal rights and options that you may exercise before the Court decides whether to approve the proposed Settlement. This Notice explains the Lawsuit, the Settlement, your legal rights, what payment is available, and how to get it.

The U.S. District Court for the Northern District of California is overseeing this class action. The case is known as *Robbins, et al. v. PlushCare, Inc., et al.*, No. 3:21-cv-03444-MMC. The individuals who sued are called the Class Representatives. The company and individual they sued, PlushCare, Inc. and PlushCare of California, Inc., A.P.C. are called the Defendants.

2. WHAT IS A CLASS ACTION LAWSUIT?

In a class action, one or more Class Representatives sue on behalf of other people who have similar claims. Under this Settlement, these people are together called a “Class” or “Class Members,” except for those who exclude themselves from the Class. In a class action, the Court resolves the issues for all Class Members. After the parties reached an agreement to settle this case, the Court recognized it as a case that may be treated as a class action for Settlement purposes only.

3. WHAT IS THIS LAWSUIT ABOUT?

The case challenges PlushCare’s autorenewal practices. In particular, the lawsuit claims that PlushCare violated common law and state consumer protection laws by failing to adequately disclose autorenewal offer terms of its Monthly Subscription in a clear and conspicuous manner when a consumer booked an appointment, did not provide a consumer with an acknowledgment of the Monthly Membership that included disclosure of the automatic renewal terms, and did not provide a simple online mechanism for cancellation.

PlushCare denies these allegations and any wrongdoing, and maintains that its autorenewal, acknowledgement, and cancellation practices were at all times lawful.

The Settlement is not an admission of, and does not establish any, wrongdoing by PlushCare.

More information about the lawsuit can be found on the “Important Documents” page of the Settlement website www.PlushCareAutoRenewSettlement.com.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided whether the Plaintiffs or PlushCare should win this case. Instead, both sides agreed to a Settlement to avoid the uncertainties and expenses associated with ongoing litigation. Settlement also affords Class Members guaranteed compensation, which is paid sooner rather than after trial (if at all) without Settlement.

The Class Representatives and their attorneys (“Class Counsel”) believe that the Settlement is in the best interests of the Class Members.

WHO IS IN THE SETTLEMENT?

To see if you can get a payment, you first need to determine whether you are included in this lawsuit.

5. HOW DO I KNOW IF I AM PART OF THE SETTLEMENT?

You are a Class Member and are included in the Settlement if you fit the following description:

You were enrolled in a Monthly Subscription with PlushCare after booking an appointment through PlushCare’s Website or mobile app between January 10, 2020 and August 30, 2022, while in the United States, and you, during that time period, were charged and paid a monthly subscription payment.

If you received an email or postcard notice about this Settlement, PlushCare’s records show that you may be a Class Member.

6. ARE THERE ANY EXCEPTIONS TO BEING INCLUDED IN THE SETTLEMENT?

Some users are excluded because they work for PlushCare or are related to the judges or lawyers in the case. The Settlement Agreement has a list of the categories of people who are excluded. Users who request to be excluded (this process is explained below) aren’t included either.

7. I AM NOT SURE IF I’M INCLUDED.

If you are still not sure whether you are included, you can ask for free help. You can visit www.PlushCareAutoRenewSettlement.com or call 1-888-836-1815 for more information. Or you can fill out and return the Claim Form described in Section 10 to see if you qualify. **Please do not contact the Court or PlushCare.**

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THE SETTLEMENT BENEFITS – WHAT YOU GET

8. WHAT DOES THE SETTLEMENT PROVIDE?

PlushCare will pay \$3,700,000.00 to settle this case. The money will go into a “Settlement Fund” to pay for everything related to the Settlement. Most of the money in the Settlement Fund will go to Class Members who submit valid claim forms (more about that in the question below). The rest will be used to pay the costs of notifying people about the Settlement, the lawyers’ fees and costs of the case, and awards to the Class Representatives who helped bring the lawsuit.

PlushCare has also agreed to make changes to the way that it presents automatic renewal terms on its Website, including booking pages, to ensure that they are presented in a manner that is consistent with the requirements of Cal. Bus. & Prof. Code §§ 17600, *et seq.* (“ARL”). Specifically, PlushCare has agreed to present to all customers, in a more clear and conspicuous manner, information regarding its auto renewing Monthly Subscription on the screens a consumer navigates when booking an appointment with PlushCare, online or through the mobile application. PlushCare will obtain affirmative consent to the agreement containing the automatic renewal terms in a manner that complies with the ARL, meaning the request for consent will be in visual proximity to the offer terms. A detailed description of the Settlement benefits can be found in the Settlement Agreement which can be found in the “Documents” section of the Settlement website.

PlushCare does not believe that it is legally obligated to make any of these changes, but is doing so to improve user experience and as part of the Settlement.

9. HOW MUCH WILL MY PAYMENT BE?

Payments will likely be approximately \$65 to \$130 per person. This is only an estimate, and the payments could be less or more than this range. We can’t give you an exact number right now because the payment amounts depend on several factors. These factors include (i) the number of valid claims and (ii) the amount of fees, costs, expenses, and awards deducted from the Settlement fund.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

10. HOW CAN I GET A PAYMENT?

To get a payment, you must complete and submit a valid Claim Form **no later than June 13, 2023**. Please file your claim electronically on www.PlushCareAutoRenewSettlement.com. Not only is submitting online easier and more secure, but it is completely free and takes only minutes. You can get payment by a check or electronically through PayPal, Venmo, Zelle, or Virtual Mastercard.

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If you want a paper copy of the Claim Form, you can download it on the Important Documents page of the Settlement website www.PlushCareAutoRenewSettlement.com, or call toll free 1-888-836-1815. If you want to submit a paper copy of your Claim Form by mail, please send it to the Settlement Administrator at the address below:

PlushCare Settlement
Attn: Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

If you timely file a valid Claim Form and your claim is approved, you will receive a payment. Please read the Claim Form carefully and provide all the information required. All Claim Forms **must be submitted online (or postmarked if mailed) and properly completed by June 13, 2023.**

11. WHEN WILL I GET MY PAYMENT?

We can't give you a date yet. The judge will consider the Settlement's fairness on **July 21, 2023**, and if the judge approves the Settlement, we estimate that payments will be made about two months after the judge approves the Settlement. However, even if the judge approves the Settlement, there may be appeals. It is always uncertain when any appeals will be resolved and resolving them can take more than a year. Please be patient.

All checks will expire and become void 180 days after they are issued. If there is any money left because of uncashed checks or returned electronic payments, you may get a second payment if you filed a valid claim. If there is money left after the second payment, that money may be donated to a non-profit with a track record of addressing consumer fraud issues on the Internet.

The Settlement website will be updated to inform Class Members of the progress of the Settlement.

WHAT HAPPENS IF YOU REMAIN IN THE SETTLEMENT

12. WHAT AM I GIVING UP TO STAY IN THE CLASS?

Unless you exclude yourself, you will remain in the Class.

That means that if the judge approves the Settlement, you are giving up the right to file your own lawsuit against, or seek further money from, PlushCare for any of the issues or claims in the case—whether or not you are currently aware of those claims.

The specific scope of the claims you are releasing is in paragraph 4 of the Settlement Agreement, which is available through the “Important Documents” page on the Settlement website. If you have any questions, you can talk to the lawyers listed in Question 19 for free.

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13. WHAT HAPPENS IF I DO NOTHING AT ALL?

If you are a Class Member and you do nothing (meaning you don't submit a Claim Form and don't exclude yourself), you will **not** receive money from this Settlement and you will release your claims as explained above.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Settlement Administrator, stating that you want to be excluded from the Settlement in *Robbins, et al. v. PlushCare, Inc., et al.*, No. 3:21-cv-03444-MMC. You must include the following statement: "I request to be excluded from the Class and Settlement in *Robbins, et al. v. PlushCare, Inc., et al.*, No. 3:21-cv-03444-MMC (N.D. Cal.)." You must also include your name, your current address, your email address, your telephone number, your Claim ID (if available) and your signature. Your exclusion request must also be personally signed by you. A typed signature or an attorney's signature will not satisfy this requirement. A request to be excluded will not be valid unless all of the information described above is included. You must either email your exclusion request to Exclusion@PlushCareAutoRenewSettlement.com, or mail it **(postmarked) no later than June 13, 2023**, to:

PlushCare Settlement
Attn: Exclusions
P.O. Box 58220
Philadelphia, PA 19102

If you ask to be excluded and follow the instructions for doing so above, you will not receive any Settlement payment. You will not be legally bound by anything that happens in this lawsuit.

15. IF I DON'T EXCLUDE MYSELF, CAN I SUE PLUSHCARE FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue PlushCare for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately.

16. IF I EXCLUDE MYSELF, CAN I GET MONEY FOR THIS SETTLEMENT?

No. If you exclude yourself, you cannot submit a Claim Form to ask for any money because you will no longer be eligible for any.

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OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT I DO NOT LIKE THE SETTLEMENT?

If you are a member of the Class and you do not exclude yourself, you can ask the judge to deny approval by filing an objection.

You cannot ask the judge to order a different Settlement—the judge can only approve or reject the Settlement. If the Court denies approval, no Settlement payments will be made, and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing. If you submit a written objection before the deadline, you may, but don't have to, appear at the Final Approval Hearing. If you want to appear, you can do so yourself or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections must include the following:

1. A reference at the beginning to *Robbins, et al. v. PlushCare, Inc., et al.*, No. 3:21-cv-03444-MMC (N.D. Cal.);
2. Your full name, Claim ID, mailing address, email address, telephone number, and personal signature (a typed signature or an attorney's signature will not satisfy this requirement);
3. Your basis for believing you are a Class Member;
4. Whether you intend to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying counsel by name, mailing address, email address, and phone number, and who, if anyone, from such counsel will appear at the Final Approval Hearing;
5. A clear and concise statement of the grounds for the objection; and
6. The name and contact information of any and all attorneys that are representing, advising, or in any way assisting you in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection.

In addition, for any objection made with the assistance of an attorney, the objection, to be valid, must include the following:

7. A written statement of any legal support for such objection;
8. Copies of any papers, briefs, or other documents upon which the objection is based that the objector wishes the judge to consider when reviewing the objection;
9. A list of all persons who will be called to testify in support of the objection, if any; and

10. If your attorney has objected to any class action settlement and asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

Any written objection must be signed and dated and filed electronically with the Clerk of Court, submitted in person to the Clerk of Court or mailed **(postmarked) no later than June 13, 2023**, to the following address:

Clerk of Court
United States District Court Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

Any objection to the Settlement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before **June 13, 2023**, the Class Member making the objection files with the Clerk of Court, or mails or submits in person to the Clerk of Court, such papers he or she proposes to be considered at the Final Approval Hearing.

18. WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND ASKING TO BE EXCLUDED?

Objecting means that you disagree with some aspect of the Settlement and think the judge should not approve the Settlement. You can object only if you stay in the Settlement. Excluding yourself means that you do not want to be part of the Settlement. If you exclude yourself, you will not be eligible to receive money from the Settlement and you cannot object because the Settlement no longer affects you.

THE LAWYERS REPRESENTING YOU

19. DO I HAVE A LAWYER IN THIS CASE?

The Court appointed the Law Offices of Ronald A. Marron to represent all Class Members. These lawyers are called “Class Counsel.” Class Counsel is experienced in handling similar class action cases. More information about Class Counsel and their lawyers’ experience is available at www.consumersadvocates.com.

After investigating and litigating the case for almost two years, Class Counsel believes that the Settlement is fair, reasonable, and in Class Members’ best interests considering all relevant risks, including that PlushCare may be right about what the law requires or that this case may not be suitable for treatment as a class action. If the judge agreed with PlushCare on this latter point, Class Members like you would only recover any money if you hired your own lawyer and brought

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your own lawsuit in an individual capacity. The costs of your own lawsuit would likely far surpass the amount of any payments you made to PlushCare.

20. HOW WILL THE LAWYERS BE PAID?

Class Counsel have not received any payment for their services in pursuing claims against PlushCare on behalf of the Class, nor have they been reimbursed for their out-of-pocket expenses. As is customary in class actions like this one, Class Counsel will ask the Court to approve Service Awards to the Class Representatives who assisted Class Counsel in prosecuting the case, and also ask the Court to approve attorneys' fees and expenses. Class Counsel will ask the Court to approve Service Awards of up to \$5,000 for each Class Representative and also ask the Court to approve payment of up to one-third of the Settlement fund to them for attorneys' fees and also for reimbursement of expenses. A copy of Class Counsel's Fee Motion asking the Court to approve the Service Awards and to award Class Counsel fees and expenses will be available for Class Members to review on the Settlement Administrator's Website, www.PlushCareAutoRenewSettlement.com, on or about April 24, 2023.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to.

21. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at **9:00 a.m. on July 21, 2023**, at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102 in Courtroom 7, 19th Floor. At this hearing, the Court will consider whether the Settlement and its terms are fair, reasonable, and adequate. ***You do not have to appear at this Fairness Hearing to receive a payment from the Settlement.***

Note: The date and time of the Final Approval Hearing may change and the hearing may be held by telephone or video conference, but any changes will be posted on the Settlement website www.PlushCareAutoRenewSettlement.com, or through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

22. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel and PlushCare's lawyers will answer any questions the judge may have. You may attend at your own expense if you wish.

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23. MAY I SPEAK AT THE HEARING?

If you do not exclude yourself from the Class, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must send a letter saying that it is your “Notice of Intention to Appear in *Robbins, et al. v. PlushCare, Inc, et al.*, No 21-cv-03444-MMC.” Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be electronically filed with the Clerk of Court **no later than June 13, 2023**, or, if mailed, **postmarked no later than June 13, 2023**, and sent to:

Clerk of Court
United States District Court Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

You cannot speak at the hearing if you excluded yourself from the Settlement.

GETTING MORE INFORMATION

24. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

This notice summarizes the Settlement. More details are in the Settlement Agreement, in the Court’s Orders, and other relevant documents, which are available at www.PlushCareAutoRenewSettlement.com.

25. HOW DO I GET MORE INFORMATION?

You can call the Settlement Administrator hotline at 1-888-836-1815, write to PlushCare Settlement, Attn: Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103 or Questions@PlushCareAutoRenewSettlement.com contact Class Counsel at 619-696-9006 or Alexis M. Wood (alexis@consumersadvocates.com), Kas L. Gallucci (kas@consumersadvocates.com), Law Offices of Ronald A. Marron, 651 Arroyo Drive, San Diego, CA 92013, or explore www.PlushCareAutoRenewSettlement.com, where you can find a Claim Form, key documents in the case, and other information to help you determine whether you are a Class Member and whether you are eligible for a payment, and submit a Claim Form, if so.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS

All questions regarding the Settlement or claims process should be directed to the Settlement Administrator or to Class Counsel.

By order of the United States District Court for the Northern District of California.

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