

COURT-APPROVED NOTICE OF SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Cohen, et al. v. Peloton Interactive, Inc., Case No. 2:22-cv-01425-MWF-E (C.D. Cal.)

The United States District Court for the Central District of California has authorized this Notice. Read it carefully! This is not junk mail, spam, attorney advertising, or solicitation. You are not being sued.

You may be eligible to participate in a class, collective, and representative action settlement reached between Peloton Interactive, Inc. (“Peloton”) and certain current and former employees in California (the “Settlement”). The lead case is titled *Cohen, et al. v. Peloton Interactive, Inc.*, Case No. 2:22-cv-01425-MWF-E (C.D. Cal.) (“*Cohen*”), and the Settlement will resolve claims that were or could have been alleged in the Third Amended Complaint filed in *Cohen* and in two related cases titled *McKinnon, et al. v. Peloton Interactive, Inc.*, Case No. 2:22-cv-03368-MWF(Ex) (C.D. Cal.) and *Reyes et al. v. Peloton Interactive, Inc.*, Case No. 22STCV35186 (L.A. Super. Ct.) (together with “*Cohen*,” the “Actions”).

The Actions were filed on behalf of current and former non-exempt, hourly employees who worked for Peloton in California at any time between November 18, 2020, and May 20, 2024, (the “Class Period”) (altogether, the “Class Members”). The Actions sought recovery for: (1) alleged violations of the California Labor Code and the federal Fair Labor Standards Act (“FLSA”); and (2) penalties under the California Private Attorneys General Act (“PAGA”), specifically on behalf of all non-exempt, hourly employees who worked for Peloton in California at any time between July 27, 2021 and May 20, 2024, (the “PAGA Period”) (altogether, the “PAGA Employees”).

Based on Peloton’s records, **your total Individual Settlement Payment is estimated to be «TotalEstAmt» (less withholding), which includes an estimated «EstPAGAAmt» allocated as your Individual PAGA Payment.** The actual amounts you receive may differ depending on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Peloton’s records you are not eligible to receive a distribution from the PAGA Settlement Amount because you did not work for Peloton during the PAGA Period defined above.)

The above estimates are based on Peloton’s records, which reflect that **you worked «WorkWeeks» workweeks during the Class Period.** Peloton’s records also reflect that **you worked «PAGAWeeks» workweeks during the PAGA Period** (if blank, Peloton’s records reflect you did not work for Peloton during the PAGA Period). If you believe that you worked more or less workweeks during either period, you can submit a dispute by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether or not you act. **Please read this Notice carefully.** You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Peloton to make payments under the Settlement and requires Participating Settlement Class Members and PAGA Employees to give up their rights to assert certain claims against Peloton.

Peloton will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing and Receive Funds.	If you do nothing, you will be a Participating Settlement Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if applicable). In exchange, you will give up your right to assert the claims against Peloton that are covered by this Settlement (“Released Claims”).
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<p>Opt Out of Class Settlement by August 19, 2024.</p>	<p>If you do not want to fully participate in the Settlement, you can opt out of the Class Settlement by sending the Settlement Administrator a timely written Request for Exclusion. Once excluded, you will be not be eligible for an Individual Settlement Payment for any Released Class Claims or Released FLSA Claims described in the Settlement. You also will not be permitted to object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice.</p> <p>You cannot opt out of the PAGA portion of the proposed Settlement. All PAGA Employees will receive an Individual PAGA Payment on a prorated basis, and the PAGA Employees must give up their rights to pursue Released PAGA Claims (defined below).</p>
<p>Object to Class Settlement by August 19, 2024.</p>	<p>All Settlement Class Members who do not opt out (the “Participating Settlement Class Members”) can object to the Settlement. <i>See</i> Section 7 of this Notice. If you opt out of the Class Settlement, you may not object. Even if you do not opt-out of the Class Settlement, you may not object to the PAGA Settlement.</p>
<p>Dispute the Calculation of Your Workweeks/Pay Periods August 19, 2024.</p>	<p>The amount of your Individual Settlement Payment and Individual PAGA Payment (if applicable) depends on how many workweeks you worked at least one day during the Class Period and how many workweeks you worked at least one day during the PAGA Period, respectively. The first page of this Notice states the numbers of Class Period Workweeks and PAGA Period Workweeks (if applicable) Peloton’s records show you worked. If you have any objection to the number of workweeks stated, you must make a dispute by contacting the Settlement Administrator. <i>See</i> Section 4 of this Notice.</p>
<p>You Can Participate in the Final Approval Hearing on September 16, 2024</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on September 16, 2024 at 10:00 a.m. You are not required to attend, but you have the right to appear if you choose. <i>See</i> Section 8 of this Notice.</p>

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiffs are former Peloton employees. This Settlement encompasses the three lawsuits stated above, which are referred to in this Notice as the “Actions.” Plaintiffs allege Peloton failed to pay for all hours worked by employees (including overtime), failed to pay overtime at the correctly calculated legal rate, failed to timely pay all wages due upon termination, failed to reimburse business expenses, failed to provide meal periods or pay the legal premiums for noncompliant meal periods, failed to provide rest breaks or pay the legal premiums for noncompliant rest breaks, failed to keep accurate records of hours worked, and failed to provide accurate itemized wage statements. Plaintiffs also asserted a claim for PAGA penalties based on their allegations.

Peloton denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

The Court has made no determination whether Peloton or Plaintiffs are correct on the merits. Plaintiffs and Peloton hired an experienced, neutral mediator to try to resolve the Actions by negotiating an end to the case by agreement (i.e., settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (the “Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Peloton have negotiated a proposed Settlement subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Peloton does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal because they believe that: (1) Peloton has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Settlement Class Members and PAGA Employees. The Court has preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Peloton Will Pay a Gross Settlement Amount of \$1,600,000.00 (the “Gross Settlement”). Assuming the Court grants Final Approval, Peloton has agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator. The Settlement Administrator will then use the Gross Settlement to pay the Individual Settlement Payments; the PAGA Settlement, including portions allocated to the California Labor Workforce Development Agency (“LWDA”) and PAGA Employee; Individual Service Awards for the Named Plaintiffs; Class Counsel’s attorney fees and costs; and the Settlement Administrator’s expenses for administration of the Settlement.

Court-Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs will ask the Court to approve certain deductions from the Gross Settlement, the amounts of which are subject to the Court’s review and approval. Participating Settlement Class Members have the right to object to any of these deductions. The Court will consider all objections. The proposed amounts the Parties have agreed to, which the Court will consider at the Final Approval Hearing, are set out below:

- Up to \$528,000.00 (33% of the Gross Settlement) to Class Counsel for attorneys’ fees. To date, Class Counsel have worked and incurred expenses on the Actions without payment.
- Up to \$35,000.00 for Class Counsel’s reasonable costs and expenses, which were incurred in prosecuting the Actions and obtaining the Settlement for the Plaintiffs and Settlement Class Members.
- Up to \$10,000.00 for each Plaintiff as Class Representative Enhancement Payments for their efforts in preparing and filing the Actions, working with Class Counsel, and representing the Class and PAGA Employees. A Class Representative Enhancement Payment will be the only monies the named Plaintiffs will receive, other than their Individual Settlement Payment and/or Individual PAGA Payment (if applicable).
- Up to \$15,000.00 to the Settlement Administrator for costs of administering the Settlement.
- \$100,000.00 will be allocated to the PAGA Settlement. 75% of the PAGA Settlement will be distributed to the LWDA. The remaining 25% will be distributed to the PAGA Employees as their individual share of the PAGA Settlement prorated based on their number of workweeks worked during the PAGA Period.

Net Settlement Distributed to Class Members. After making the above deductions in the amounts approved by the Court, the Settlement Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Settlement Payments to Participating Settlement Class Members prorated based on their workweeks worked within the Class Period.

Taxes Owed on Payments to Class Members. Plaintiffs and Peloton will ask the Court to approve an allocation of 35% of each Individual Settlement Payment to taxable wages (the “Wage Portion”), and 65% to interest, penalties, and other non-wages (“Non-Wage Portion”). The Wage Portion is subject to tax withholding, and will be reported on IRS W-2 Forms. Peloton will separately pay employer payroll taxes it owes on the Wage Portion. All PAGA Settlement payments to individual PAGA Employees will be counted as penalties rather than wages for tax purposes. The Settlement Administrator will report such individual PAGA payments, and the Non-Wage Portions of the Individual Settlement Payments, on IRS 1099 Forms. Although Plaintiffs and Peloton have agreed to these allocations, neither side is giving you any tax advice, including, for example, whether your payments are taxable or how much you might

owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments and/or Individual PAGA Payments (if applicable) will show the date when the check expires (the void date). The Parties have agreed that the void date will be 180 days from the date the check is issued. If you don't cash your check by the void date, your check will be automatically cancelled and the money will go to the California Controller's Unclaimed Property Fund.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Settlement Class Member, participating fully in the Settlement and related releases, unless you notify the Administrator in writing via mail or fax, no later than August 19, 2024, of your decision to opt out. The Request for Exclusion should be from the Settlement Class Member and should state their name, present address, telephone number, and a simple statement that they wish to be excluded from the Settlement. Settlement Class Members who do not participate in the Settlement will not receive Individual Settlement Payment for any Released Class Claims or Released FLSA Claims, and with the exception of the Released PAGA Claims, will preserve their rights to personally pursue claims against Peloton that are not covered by the Settlement. You cannot exclude yourself from the PAGA Settlement. Settlement Class Members who exclude themselves from the Class Settlement remain eligible for Individual PAGA Payments, if applicable, and will still legally give up their right to assert PAGA claims against Peloton based on the facts alleged in the Action.

If the Court Denies Final Approval, the Proposed Settlement Will be Void. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. The Parties have agreed that if either of these occur, the Settlement will be void, meaning Peloton will not pay any money to Settlement Class Members, and Settlement Class Members will not release any claims against Peloton.

Settlement Administrator. The Parties have selected, and the Court has approved, a neutral company, CPT Group, Inc., as the Settlement Administrator. The Settlement Administrator will send this Notice, calculate and make payments, process Settlement Class Members' Requests for Exclusion and/or Objections, and perform all other tasks necessary to administering this Settlement. The Settlement Administrator is authorized to decide Settlement Class Member disputes over Workweeks, mail and re-mail checks and tax forms, and perform other tasks necessary to administer the Settlement. The Settlement Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Releases. After the Judgment is final and Peloton has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Settlement Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opt out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Peloton or related entities for claims based on the facts as alleged in the Action and resolved by this Settlement. Specifically, the Participating Settlement Class Members will be bound by the following release:

The Parties agree that upon the Effective Date and Peloton's full funding of the Gross Settlement Fund, it is their intent that the terms set forth in this Settlement Agreement will release any further attempt by lawsuit, administrative claim or action, arbitration, demand, claims for civil penalties, or other action of any kind by each and all of the Participating Settlement Class Members, who shall release their right to pursue any and all claims against the Released Parties for the Released Class Claims, as fully described in the Settlement Agreement and as specified therein, arising during the Class Period. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

“Released Class Claims” means all claims, actions, demands, causes of action, suits, debts, obligations, demands, rights, liabilities, or legal theories of relief, that are based on the facts and legal theories asserted in

the operative complaint in the Actions, or which relate to the primary rights asserted in the operative complaint in the Actions, including without limitation claims for: (1) failure to timely pay all minimum, regular, and /or overtime wages in violation of Labor Code sections 204, 210, 510, 558, 1194, 1197, and 1198; (2) failure to provide meal and rest periods and meal and rest period premium pay in violation of Labor Code section 226.7; (3) failure to pay all accrued and vested vacation/PTO in violation of Labor Code section 227.3; (4) failure to reimburse business expenses in violation of Labor Code section 2802; (5) failure to pay all wages due and owing upon separation of employment and/or the mandatory waiting time penalties in violation of Labor Code sections 201-203, and 210; (6) failure to furnish accurate itemized wage statements in violation of Labor Code section 226; (7) failure to maintain accurate records in violation of Labor Code sections 226 and 1174; and (8) engaging in unlawful, unfair and/or fraudulent business practices in violation of the California Business & Professions Code section 17200 et seq.

FLSA Release. Each Settlement Class Member who cashes, deposits, or otherwise negotiates his or her settlement check will be deemed to have opted in for purposes of the FLSA, and as a result will release his or her claims against the Released Parties. Settlement Class Members who do not cash or deposit their settlement checks shall not release their FLSA claims but shall still release their Class Claims and PAGA Claims, as applicable. Specifically, Participating Class Members will be bound by the following release with respect to FLSA claims:

The Parties agree that upon the Effective Date and Peloton's full funding of the Gross Settlement Fund, it is their intent that the terms set forth in this Settlement Agreement will release any further attempt by lawsuit, administrative claim or action, arbitration, demand, claims for civil penalties, or other action of any kind by each and all of the Participating Settlement Class Members, who shall release their right to pursue any and all claims against the Released Parties for the Released FLSA Claims, as fully described in the Settlement Agreement, arising during the Class Period.

“Released FLSA Claims” means all claims for failure to properly pay all minimum, regular, and/or overtime wages in violation of the FLSA. Each Settlement Class Member who cashes deposits, or otherwise negotiates his or her settlement check shall be deemed to have opted-in for purposes of the FLSA and as a result will release his or her claims against the Released Parties. Settlement Class Members who do not cash or deposit their settlement checks shall not release their FLSA Claims, but shall still release their Class Claims and PAGA Claims, as applicable.

PAGA Employees' PAGA Release. After the Court's judgment is final, and Peloton has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Employees will be barred from asserting PAGA claims against Peloton, whether or not they exclude themselves from the Settlement. This means that all PAGA Employees, including those who are Participating Settlement Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Peloton or related entities based on the claims for PAGA penalties under the California Labor Code predicated on claims that were alleged, or reasonably could have been alleged in the Actions and resolved by this Settlement. Specifically, the PAGA Employees' Releases for Participating and Non-Participating Class Members are as follows:

The Parties agree that upon the Effective Date and Peloton's full funding of the Gross Settlement Fund, it is their intent that the terms set forth in this Settlement Agreement will release any further attempt by lawsuit, administrative claim or action, demand, claims for civil penalties, or other action of any kind by each and all of the PAGA Employees, who shall release their right to pursue any and all claims against the Released Parties for the Released PAGA Claims, as fully described in the settlement agreement and specified in the relevant portion thereof, arising during the PAGA Period.

“Released PAGA Claims” means all claims pursuant to the California Labor Code Private Attorneys General Act (codified in Labor Code section 2698 et seq.) based on the facts and legal theories asserted in the operative complaint in the Actions, or which relate to the primary rights asserted in the operative complaint in the Actions, including without limitation PAGA claims for: (1) failure to timely pay all minimum, regular, and /or

overtime wages in violation of Labor Code sections 204, 210, 510, 558, 1182.12, 1194, 1197, 1197.1, and 1198; (2) failure to provide meal and rest periods and meal and rest period premium pay in violation of Labor Code sections 226.7, 512, and 558; (3) failure to pay all accrued and vested vacation/PTO in violation of Labor Code section 227.3; (4) failed to reimburse business expenses in violation of Labor Code section 2802; (5) failure to pay all wages due and owing upon separation of employment and/or the mandatory waiting time penalties in violation of Labor Code sections 201-203, 210 and 558; (6) failure to furnish accurate itemized wage statements in violation of Labor Code sections 226 and 558; and (7) failure to maintain accurate records in violation of Labor Code sections 226 and 1174. The period of the Released PAGA Claims shall extend to the limits of the PAGA Period. The res judicata effect of the Judgment will be the same as that of the Release.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Settlement Payments. The Settlement Administrator will calculate Individual Settlement Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Settlement Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Settlement Class Member.

Individual PAGA Payments. The Settlement Administrator will calculate Individual PAGA Payments by dividing \$25,000.00 by the total number of workweeks worked during the PAGA Period by all PAGA Employees, then multiplying the result by the number of workweeks worked during the PAGA Period by each individual PAGA Employee.

Workweek Disputes. The number of workweeks you worked during the Class Period and the number of workweeks you worked during the PAGA Period, as reflected in Peloton's records, are stated on the first page of this Notice. You have until August 19, 2024, to dispute the number of workweeks determined by the Settlement Administrator based on Peloton's records. You can submit your dispute by signing and sending a letter to the Settlement Administrator via mail, email, or fax. Section 9 of this Notice contains the Settlement Administrator's contact information.

If you make such a challenge, you must support it by sending copies of pay stubs and/or any other documents you wish the Settlement Administrator to consider in making its determination on your challenge. The Settlement Administrator will accept Peloton's calculation of workweeks based on Peloton's records as accurate unless you send copies of records establishing contrary information. You should send copies rather than originals, as the Settlement Administrator will not return any documents you submit for this purpose. The Settlement Administrator will resolve workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Settlement Class Members) and Peloton's counsel. The Settlement Administrator's decision is final and cannot be appealed or otherwise challenged.

5. HOW WILL I GET PAID?

Participating Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single check to each Settlement Class Member who does not opt-out. Those Settlement Class Members who also qualify as PAGA Employees will receive a single check for an Individual Settlement Payment that includes the Individual PAGA Payment.

Non-Participating Settlement Class Members. The Settlement Administrator will send, by U.S. mail, a single check for the Individual PAGA Payment to every PAGA Employee who opts out of the Class Settlement.

Your check will be sent to the same address this Notice is sent to.

If you change your address, be sure to notify the Settlement Administrator as soon as possible. Section 9 of this Notice contains the Settlement Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

To opt out and exclude yourself from the Settlement, send a written and signed letter to the Settlement Administrator with your name, current address, telephone number and/or email address, and a simple statement that you do not want to participate in the Settlement. The Settlement Administrator will exclude you based on any writing communicating your request to opt out. Be sure to personally sign your request, identify the Actions, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes).

You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Settlement Administrator must be sent your request to be excluded by August 19, 2024, or it will be invalid.** Section 9 of this Notice sets forth the Settlement Administrator's contact information.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Settlement Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Peloton are asking the Court to approve. At least 28 days before the September 16, 2024, Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair; and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses and (ii) the amount Plaintiffs are requesting for their Individual Service Awards for their service as class and collective representatives. Upon reasonable request, Class Counsel will send you copies of these documents at no cost to you. Class Counsel's information is stated in Section 9 of this Notice, below.

You cannot ask the Court to order a different settlement. The Court can only approve or reject the Settlement. If the Court denies approval, no payments will be sent out to you or other Settlement Class Members, and the Actions will continue.

- 1) **The deadline for sending written objections to the Settlement Administrator is August 19, 2024.** If you wish to object, you must do so in writing. Your objection must be sent to the Settlement Administrator via fax or mail by the deadline in accordance with the Settlement. The fax-stamp and/or postmark date determine whether your objection was timely submitted. Your objection must be signed by you and include: (i) your full name, address, and telephone number; (ii) a written statement of all grounds for the objection accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents upon which your objection is based; and (iv) a statement whether you intend to appear at the Final Approval Hearing.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. Participating Settlement Class Members who fail to adhere to the objection procedure will be deemed to have waived their right to object, whether by appeal or otherwise.

For details regarding the Final Approval Hearing, please see Section 8 immediately below.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on September 16, 2024, at 10:00 a.m., in Courtroom 5A of the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, CA 90012.

At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Settlement Administrator. The Court will invite comments from objectors who complied with the objection procedure, Class Counsel, and Peloton's Counsel

before making a decision. Unless otherwise stated on the Court's website, the hearing will be conducted in person. Check the Court's website for the most current information (<https://www.cacd.uscourts.gov/honorable-michael-w-fitzgerald>).

It is possible the Court may reschedule the Final Approval Hearing. You should check the Settlement Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Settlement sets forth everything Peloton and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Settlement, the Judgment or any other Settlement-related documents is to go to the Administrator's website at www.cptgroupcaseinfo.com/pelotoninteractivesettlement. You can also telephone or send an email to Class Counsel or the Settlement Administrator using the contact information listed below or consult the courts' website (<https://www.cacd.uscourts.gov/> and/or <https://www.lacourt.org/>.)

DO NOT CALL THE COURT WITH INQUIRIES REGARDING THE SETTLEMENT.

If you need more information regarding the Settlement, please contact the persons below:

Settlement Administrator:

Cohen v. Peloton Interactive, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Telephone: 1 (888) 427-0705
Fax: 1 (949) 419-3446

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Telephone: 1 (949) 224-3881

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your check before cashing it, the Settlement Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund at <https://ucpi.sco.ca.gov/en/Property/SearchIndex> for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.