

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

Painter v. Strides Pharma, Inc., No. 7:25-CV-4189

If you purchased testosterone gel manufactured by Strides Pharma, Inc. between June 1, 2022, and July 31, 2025, you could receive a payment from a proposed Class Action Settlement.

A Federal Court has authorized this Notice. This is not a solicitation from a lawyer.

- A proposed Class Action Settlement (the “Settlement”) will require Strides Pharma, Inc. (“Strides”) to provide payments for past purchases of testosterone gel it manufactured (“Strides testosterone gel”). As detailed below, Class Members who show they purchased Strides testosterone gel between June 1, 2022, and July 31, 2025, (the “Class Period”) may receive a cash payment for each prescription purchased, with the reimbursement amount based on out-of-pocket payments and the year of purchase as follows:
 - 100% reimbursement of out-of-pocket payments for each prescription purchased between January 1, 2025, and July 31, 2025;
 - 75% reimbursement of out-of-pocket payments for each prescription purchased between January 1, 2024, and December 31, 2024;
 - 40% reimbursement of out-of-pocket payments for each prescription purchased between June 1, 2022, and December 31, 2023; and
 - For each prescription throughout this period in which out-of-pocket payments were less than \$3.50, a minimum baseline recovery of \$3.50 per prescription, as further modified by the percentages above based on purchase date.
- It is possible, although not guaranteed, that the amount recovered by claiming Class Members could be higher than described above. As part of the Settlement, Strides has agreed to the non-reversionary payment of \$750,000. If the total claims made by all claiming Class Members end up being less than \$750,000, then the difference between the total claims made and \$750,000 will be distributed *pro rata* to Class Members who made claims based on the value of their claims, to the extent permitted by the Court.
- In addition, Strides has agreed to pay for all costs related to the administration of the Settlement and will pay any attorneys’ fees, expenses, and service awards ordered by the Court separate from the non-reversionary fund described above, such that these items will not diminish the amount any Class Member can recover under the Settlement.
- Strides has also reformulated its product to address the underlying issue and has agreed to continued testing to ensure that benzene-contaminated testosterone gel is not sold in the future.
- This lawsuit seeks compensation for Class Members’ economic loss—in other words, the amount paid for Strides testosterone gel. The lawsuit does not seek, and the Settlement does not compensate, Class Members for any personal injuries or wrongful death they may have allegedly suffered from using Strides testosterone gel. Neither the lawsuit nor this Settlement have any effect on an individual’s ability to bring a separate lawsuit seeking compensation for personal injury or wrongful death that may have been allegedly caused by Strides testosterone gel.
- Your legal rights are affected whether you act or do not act. **Read this Notice carefully.**
- These rights and options—and the deadlines within which to exercise them—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and after any appeals are resolved. Please be patient.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

STAY IN THE SETTLEMENT CLASS AND SUBMIT A CLAIM BY SEPTEMBER 16, 2026	<p><u>The only way to get a payment.</u></p> <p>To receive monetary benefits, you will need to timely submit a claim to the Claims Administrator. However, if the Court approves the Settlement, you will be bound by the terms and release contained in the Settlement even if you do not submit a claim, unless you exclude yourself as described below.</p>
EXCLUDE YOURSELF	<p><u>Get no payment.</u></p> <p>This option allows you to pursue your own lawsuit against Strides or any of the other released parties about the legal claims in this case. It also is the only option that allows you to ever be part of any other lawsuit against Strides or any of the other released parties under the Settlement Agreement for any economic injury related to the purchase of Strides testosterone gel between June 1, 2022, and July 31, 2025.</p>
OBJECT	<p>If you do not exclude yourself, you may write to the Court if you do not like the Settlement.</p>
GO TO A HEARING	<p>If you do not exclude yourself, you can ask to speak in Court about the fairness of the Settlement.</p>
DO NOTHING	<p>If you do nothing, you will remain in the Class Action as a Class Member and will not, in the future, be able to pursue any other lawsuit against Strides or any of the other released parties for any economic injury related to the purchase of Strides testosterone gel between June 1, 2022, and July 31, 2025. If you do not timely file a complete Claim Submission with the Claims Administrator, you will not receive compensation.</p> <p>The deadline to file a Claim Submission is September 16, 2026.</p>

IMPORTANT DATES AND DEADLINES

Class Membership Exclusion (opt-out) Deadline	August 17, 2026
Claim Submission Deadline	September 16, 2026
Objection and Intervention Submission Deadline	August 17, 2026
Fairness Hearing	November 19, 2026

This Notice is only a summary of the Settlement Agreement and your rights. You are encouraged to carefully review the complete Settlement Agreement at www.StridesGelSettlement.com. The Settlement Agreement is also on file in the office of the Clerk of Court for the U.S. District Court for the Southern District of New York in White Plains, New York (see Question 31 for the address). You can also get this information by calling 1-888-808-7024 and requesting copies.

Please do not write, email, or call the Court or Clerk of Court for additional information.

What this Notice Contains

BASIC INFORMATION

1. What is this lawsuit?

This is a federal court class action pending in the United States District Court for the Southern District of New York, since May 2025. The people who sued are called the **Plaintiffs**. The company they sued, Strides, is called the **Defendant**. Strides is a pharmaceutical company that makes and sells Strides testosterone gel, a generic prescription drug.

The Plaintiffs contend that Defendant manufactured and distributed Strides testosterone gel containing benzene, which is classified as a human carcinogen. Because Strides testosterone gel allegedly contained benzene, Plaintiffs contend that Strides testosterone gel was unlawful to sell and economically worthless. Plaintiffs contend that individuals who purchased Strides testosterone gel received a product worth less than what they paid and therefore suffered an economic injury.

Plaintiffs claim that Strides distributed Strides testosterone gel manufactured in violation of the Federal Food, Drug, and Cosmetic Act (“FDCA”) and regulations of the Food and Drug Administration (“FDA”). Plaintiffs allege that FDA established a limit on the acceptable amount of benzene in prescription drugs. Product exceeding that limit, according to Plaintiffs, violates current Good Manufacturing Practices (“cGMP”), with which all drug manufacturers must comply. Plaintiffs further contend that drugs exceeding that limit are adulterated and illegal to sell. Plaintiffs contend that, in 2025, Strides recalled hundreds of thousands of cartons of Strides testosterone gel due to the presence of benzene above the FDA’s limit, and that this indicates that all Strides testosterone gel may have been contaminated.

Strides denies Plaintiffs’ allegations.

2. What is a class action?

In a class action, one or more persons, the named plaintiffs (who are also called proposed “class representatives”) sue on behalf of themselves and other persons with similar claims. All of these people together are the proposed “Class” or “Class Members.” When a class action is settled, one Court resolves the issues for all Class Members (in the settlement context, “Settlement Class Members”), except for those who exclude themselves (opt out) from the Settlement. United States District Judge Nelson S. Román is in charge of this class action. In this case, the proposed class representatives are May Painter, Nicole Heslip, Mathias Conduff, Nathaniel Mendez-Gutierrez, Rodney Shaw, Myles Thomason and Jeffrey Duprex, who purchased Strides testosterone gel that allegedly contained benzene above the applicable limit. Excluding yourself (opting out) means that you will not receive any benefits from the Settlement. The process for excluding yourself (opting out) is described in Question 21.

3. What are the claims, issues and defenses in this class action?

Plaintiffs claim that Defendant distributed Strides testosterone gel that was worthless because it contained benzene in excess of the applicable limit. Plaintiffs allege that Defendant knew or should have known that Strides testosterone gel was adulterated and failed to meet regulatory requirements because it was made using a benzene-containing ingredient, Carbomer 940, and Plaintiffs allege that Strides intentionally misled consumers by representing that Strides testosterone gel complied with applicable standards and concealing that it contained benzene in excess of the limit.

Strides denies these allegations. Were the case to proceed further, Strides would be expected to argue that for some periods of time, it believed it had approval to use benzene and that, even to the extent that the product did not meet the applicable limit, the product nevertheless had value and was not worthless. Strides would also be expected to argue that it did not knowingly or intentionally mislead consumers.

Plaintiffs acknowledge the challenges to succeeding in this litigation. It is possible that the Court could dismiss Plaintiffs' complaint before this case proceeds to discovery. It is also possible that, in the course of discovery, Plaintiffs would learn of facts that cut against their allegations and could lead to the denial of class certification and/or entry of judgment against them. And if this case proceeded to trial, it is possible a jury would find for Strides or find for the Plaintiffs in an amount far below the full purchase price of Strides testosterone gel sold during the relevant period. And in any event, it could take years and many additional court proceedings for Class Members to receive compensation.

4. How many Class Members are there?

Based on available data, it is believed that the Settlement Class contains approximately 95,000 Class Members.

5. Why is there a settlement?

After extensive discussions between the parties, Plaintiffs and Defendant have agreed to the Settlement.

A settlement is an agreement between a plaintiff and a defendant to resolve a lawsuit. Settlements reflect a compromise and conclude the litigation without the court or a jury ruling in favor of the plaintiff or the defendant. A settlement allows the parties to avoid the cost and risk of a trial, as well as the delays of litigation.

If the Court approves this Settlement, the litigation between the Plaintiffs, acting on behalf of the Settlement Class Members, and the Defendant is concluded. Only Settlement Class Members are eligible for the benefits summarized in this Notice. The Defendant will no longer be legally responsible to defend against the claims by Settlement Class Members made in this litigation.

The Court has not and will not decide in favor of the Plaintiffs or the Defendant. By reviewing this Settlement, the Court is not making and will not make any findings that any law was broken or that the Defendant did anything wrong. By entering into the Settlement, Defendant is not admitting any of the claims made against it, which it continues to deny. Conversely, the Plaintiffs are not conceding that any of their claims against Defendant are invalid or without merit.

Under the Settlement, Strides has agreed to make cash payments for each prescription of Strides testosterone gel purchased by Class Members during the relevant period, with the reimbursement based on the amount paid and the year of purchase. With proof of purchase, the Settlement provides for the following reimbursement levels: (1) 100% reimbursement of out-of-pocket payments for each prescription purchased between January 1, 2025, and July 31, 2025; (2) 75% reimbursement of out-of-pocket payments for each prescription purchased between January 1, 2024, and December 31, 2024; and (3) 40% reimbursement of out-of-pocket payments for each prescription purchased between June 1, 2022, and December 31, 2023. The Settlement also provides for a minimum baseline payment of \$3.50 per prescription, as further modified by the percentages above based on purchase date, for purchases where the out-of-pocket payments were less than \$3.50.

In addition, Strides has agreed to the non-reversionary payment of \$750,000, meaning that at least this amount will be distributed under the Settlement, even if the total claims made by Class Members end up being less than this amount. To the extent permitted by the Court, the Settlement provides for *pro rata* distribution of the non-reversionary fund to Class Members who make claims, based on the value of their claims. There is therefore a chance that claiming Class Members could recover more than the amount described in the paragraph above, depending on total claims made.

Strides has also agreed to pay for all costs related to the administration of the Settlement and will pay any attorneys' fees, expenses, and service awards ordered by the Court separate from the non-reversionary fund described above, such that these items will not diminish the amount any Class Member can recover under the Settlement. Finally, Strides has reformulated its product to address the underlying issue and has agreed to continued testing to ensure that benzene-contaminated testosterone gel is not sold in the future.

The Class Representatives and Class Counsel (see Question 24) believe that the proposed Settlement is best for everyone involved. The factors that Class Counsel considered include the compensation provided to the Class under the Settlement, the uncertainty and delay associated with continued litigation, including protracted discovery, trial and appeals, as well as the uncertainty of particular legal issues that are yet to be determined by the Court. Class Counsel balanced these and other substantial risks in determining that the Settlement is fair, reasonable and adequate in light of all circumstances and in the best interests of the Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

To get money from the Settlement, you must qualify as a Class Member and provide proof of purchase, as described further below.

6. How do I know if I am a Class Member?

For settlement purposes, the Court has defined the Class in this case to consist of the following:

All natural persons in the United States who purchased Strides testosterone gel, for personal or household use, between June 1, 2022, and July 31, 2025.

7. How do I know if I am eligible to receive payment?

Under the Settlement, you are eligible to receive payment for each purchase of Strides testosterone gel for which you submit proof of purchase that you bought between June 1, 2022, and July 31, 2025. Proof of purchase can be shown through any reliable means sufficient to establish (1) the individual making the purchase, (2) the date the purchase was made, (3) a NDC number (*i.e.*, NDCs 64380015102 or 64380015202) or other manufacturer identification showing that the testosterone gel was Strides testosterone gel, and (4) the amount paid out-of-pocket, if any. For example, an individual could show proof of purchase through a download or printout from their pharmacy, insurance company, or pharmacy benefits manager that includes the details above or by providing the original or a copy of the purchase receipt.

8. What if I purchased a prescription of Strides testosterone gel between June 1, 2022, and July 31, 2025, but did not have any out-of-pocket costs?

You are entitled to recover the minimum baseline of \$3.50 per purchase, as further modified by the percentages based on purchase date set out in Section 5 above.

9. What if I purchased Strides testosterone gel from a lot that was not recalled, or what if I don't know whether the Strides testosterone gel I purchased was recalled?

You do not need to show that the Strides testosterone gel was from a lot included in the recall to receive compensation under the Settlement. All consumers who purchased Strides testosterone gel between June 1, 2022, and July 31, 2025, are entitled to compensation based on out-of-pocket payments and the year of purchase as set out in Section 5 above.

10. Do I need to hire a lawyer to represent me in the Settlement?

Class Counsel, who are identified at Question 24 below, are responsible for representing the common interests of Class Members. Class Counsel filed and prosecuted this lawsuit, negotiated the Settlement, and represent all of the common interests of the Class. However, Class Counsel are **not** responsible for and will not represent you individually in the Class Action or in making your individual claim for monetary payments under the Settlement. Nor will Class Counsel represent you if you choose to be excluded (opt out) from the Class or with respect to any objection you make to the Settlement.

You have the right but are not required to hire your own lawyer to represent you in this Class Action or in making your individual claim for monetary payments. Should you hire a lawyer, you will be responsible for paying the fee you agree upon with that lawyer, which may reduce the amount of any payment to which you may be entitled from the Settlement Fund.

THIS SETTLEMENT'S BENEFITS—WHAT YOU GET AND WHAT YOU GIVE UP

11. What does the Settlement provide?

Under the Settlement, Strides has agreed to make cash payments for each prescription of Strides testosterone gel purchased by Class Members during the relevant period, with the reimbursement based on the amount paid and the year of purchase. With proof of purchase, the Settlement provides for the following reimbursement levels: (1) 100% reimbursement of out-of-pocket payments for each prescription purchased between January 1, 2025, and July 31, 2025; (2) 75% reimbursement of out-of-pocket payments for each prescription purchased between January 1, 2024, and December 31, 2024; and (3) 40% reimbursement of out-of-pocket payments for each prescription purchased between June 1, 2022, and December 31, 2023. The Settlement also provides for a minimum baseline payment of \$3.50 per prescription, as further modified by the percentages above based on purchase date, for purchases where the out-of-pocket payments were less than \$3.50.

In addition, Strides has agreed to the non-reversionary payment of \$750,000, meaning that at least this amount will be distributed under the Settlement, even if the total claims made by Class Members end up being less than this amount. To the extent permitted by the Court, the Settlement provides for *pro rata* distribution of the non-reversionary fund to Class Members who make claims, based on the value of their claims. There is therefore a chance that claiming Class Members could recover more than the amount described in the paragraph above, depending on total claims made.

Strides has also agreed to pay for all costs related to the administration of the Settlement and will pay any attorneys' fees, expenses, and service awards ordered by the Court separate from the non-reversionary fund described above, such that these items will not diminish the amount any Class Member can recover under the Settlement. Finally, Strides has reformulated its product to address the underlying issue and has agreed to continued testing to ensure that benzene-contaminated testosterone gel is not sold in the future.

12. When and how will Settlement payments be distributed to Settlement Class Members?

Strides will make Settlement payments after the Settlement is approved and becomes final. The Settlement becomes final after the Court holds a Fairness Hearing (as discussed in this Notice), issues final approval of the Settlement, and the time to file any motions to alter or amend the Settlement or appeal the order approving the Settlement has passed, or, if any such motions are or appeals are filed, upon their final resolution.

The Settlement will be administered by a Claims Administrator appointed by the Court. The Court has been asked to appoint Verita Global to fill this position. Information on Verita is available at <https://veritaglobal.com/>.

13. How much money will I receive in the Settlement?

If you are an eligible Class Member (see Questions 6 and 7) and timely submit a claim with the required documentation, you will receive (1) 100% reimbursement of out-of-pocket payments for each prescription purchased between January 1, 2025, and July 31, 2025; (2) 75% reimbursement of out-of-pocket payments for each prescription purchased between January 1, 2024, and December 31, 2024; and (3) 40% reimbursement of out-of-pocket payments for each prescription purchased between June 1, 2022, and December 31, 2023. The Settlement also provides for a minimum baseline payment of \$3.50 per prescription, as further modified by the percentages above based on purchase date, for purchases where the out-of-pocket payments were less than \$3.50.

In addition, Strides has agreed to the non-reversionary payment of \$750,000, meaning that at least this amount will be distributed under the Settlement, even if the total claims made by Class Members ends up being less than this amount. To the extent permitted by the Court, the Settlement provides for *pro rata* distribution of the non-reversionary fund to Class Members who make claims, based on the value of their claims. There is therefore a chance that you could recover more than the amount described in the paragraph above, depending on total claims made. Until the claims period closes and the total amount of valid claims has been determined, it is not possible to know whether any additional payments will be made based on the non-reversionary clause or what amount any additional payments distributed may be.

14. Are there any individual filing fees, case fees, administration charges, or liens that could reduce my specific individual Settlement payment?

There is no filing fee or charge to submit a claim for a Settlement payment. Any and all liens relating to a Class Member's Settlement payment, including, for example, from health insurance providers, are the sole responsibility of the Class Member.

15. What am I surrendering by staying in the Settlement Class?

Unless you exclude yourself (opt out) from the Settlement (see Question 21), you cannot sue Strides or any of the other parties that are Released Parties as defined in the Settlement Agreement, which includes related individuals and entities to Strides—including but not limited to its parent company, affiliated companies, contract manufacturing organizations, suppliers, distributors, repackagers, and private label distributors—or be part of any other lawsuit against these persons and companies, seeking to recover economic damages related to the purchase of the Strides testosterone gel at issue in this case. This means you give up your right to continue to litigate any claims related to this Settlement or file new economic loss claims related to purchases between June 1, 2022, and July 31, 2025, in any court or in any proceeding at any time. If you stay in the Class and presently have an economic injury from the purchase of Strides testosterone gel between June 1, 2022 and July 31, 2025, you cannot in the future sue any of these released persons and companies for compensation or economic loss damages, even if the law of your jurisdiction permits such claims.

The Settlement does not release or end any claims a Settlement Class Member may have now or in the future against Strides or any of the Released Parties for personal injury or wrongful death relating to the use of Strides testosterone gel. To the extent you believe you have such claims, nothing about this Class Action or Settlement prevents you from filing a lawsuit seeking damages for those injuries in an appropriate court, subject to any valid statute of limitations defense or other defenses Strides may have.

Section V and the Definitions at Section I.B.20-21 of the Settlement Agreement contain the complete text and details of what Settlement Class Members give up unless they exclude themselves (opt out) from the Settlement, including who and what are included as Released Parties, so please read it carefully. The Settlement Agreement is available at www.StridesGelSettlement.com. The Settlement Agreement is also on file with the Clerk of the Court for the U.S. District Court for the Southern District of New York (see Question 31 for the address). You can also get this information by calling 1-888-808-7024. If you have any questions, you can talk to the law firms listed in the chart at the end of this Notice for free or you can talk to your own lawyer if you have questions about what this means.

HOW TO GET A PAYMENT—SUBMITTING A CLAIM FORM

16. What must be done to get a monetary Settlement payment under the Settlement Refund Program?

To be eligible to receive a Settlement payment, you must complete and submit a valid and timely Claim Submission to commence a claim. If you do not submit a valid Claim Submission Form by the deadline of September 16, 2026, you will not receive payment. All required documents must be submitted by this deadline. The required documents are discussed in Question 7.

17. How can I submit a claim to get a monetary payment under the Settlement Refund Program?

You can complete and submit your Claim Submission Form online at the Settlement Website, www.StridesGelSettlement.com. The Claim Submission Forms along with related forms can also be downloaded from the Settlement Website and submitted via mail. You can request the Claim Submission Forms be sent to you by sending a written request to the Claims Administrator by mail or by calling the Claims Administrator to request these forms. A registered personal lawyer authorized by you to represent you may complete and file the claim. There are, however, required forms that must be signed by hand or electronically on the Settlement Website claims portal.

Please read the claim instructions carefully and fully fill out the Claim Submission Form. If you are submitting your Claim Submission Form online at the Settlement Website's claim portal, www.StridesGelSettlement.com, you must complete and submit the electronic claims by 11:59 P.M. (Eastern Time), September 16, 2026. If you are submitting the Claim Submission Form in paper format, please mail it postmarked no later than September 16, 2026 to: Painter v. Strides Pharma, Inc. Settlement, P.O. Box 301134, Los Angeles, CA 90030-1134.

Along with their Claim Submission Form, all Class Members must provide documentation to prove that they purchased Strides testosterone gel between June 1, 2022, and July 31, 2025. For the types of documentation that may be submitted, please see Question 7 of this Notice and the Settlement Agreement.

18. Is there a time limit to file claims for Settlement payments or to complete Claim Submissions to receive payment under the Settlement Refund Program?

Yes. The Court has set a deadline date to file a claim of September 16, 2026. If you do not submit a valid Claim Submission (which includes a completed Claim Submission Form and necessary supporting documents) by both this date and one of the times listed below, you will not receive a payment:

- (1) If submitted by mail, express mail, or hand delivery, the Claims Submission must be postmarked (or, in the case of hand delivery, received) no later than the deadline; or
- (2) If submitted electronically through the Settlement Website or other electronic portal established by the Claims Administrator, the Claims Submission must be received by the Claims Administrator's system by no later than 11:59 P.M., prevailing Eastern time in effect.

19. When would I get my payment under the Settlement Refund Program if eligible?

The Claims Administrator will evaluate Claim Submissions as they are received. However, Strides will not begin making payments until after the Court grants "final approval" of the Settlement. If the Court approves the Settlement after a hearing on November 19, 2026, there may be appeals or motions, which will delay Settlement payments until such appeals or motions are resolved. It is always uncertain how these appeals or motions may be resolved, and resolving them can take time. The distribution from the non-reversionary fund, if any, also cannot be determined until all claims have been submitted and evaluated by the Claim Administrator. Everyone who submits a Claim Submission will be kept informed of the progress of the Settlement through the Settlement Website or other means as appropriate. Please be patient.

20. Can I challenge or dispute the determination of the amount of my Settlement payment under the Settlement Refund Program?

Strides will make Settlement payments based on the documentation submitted in a Claim Submission. The Claims Administrator may contact the Class Member if the documentation submitted is insufficient to support the amount claimed so that the Class Member can supplement his or her documentation, but Strides's determination of the amount of each Settlement payment based on timely submitted documentation and any requested supplemental documentation is final.

21. How do I get out of, or exclude myself (opt out) from the Settlement?

If you don't want a payment from the Settlement, and you want to keep the right to sue or continue to sue Strides on your own for economic loss related to the purchase of the Strides testosterone gel at issue in this case, then you must take steps to remove yourself from the Settlement Class. This is called excluding yourself from or opting out of the Settlement Class.

On or before August 17, 2026, you must mail a letter or other written document to the Claims Administrator requesting exclusion from the Settlement Class. Your request must include:

- Your name, address, telephone number, Social Security or Tax Identifier Number, and date of birth;
- A copy of your driver's license, other government-issued identification and, if applicable to an incompetent person, documentation establishing authority to act such as estate letters or power of attorney;
- A statement that "I wish to exclude myself from the Settlement Class in *Painter v. Strides Pharma, Inc.*, No. 7:25-CV-4189." (or substantially similar clear and unambiguous language); and
- Your signature by hand, and the date on which you signed it (even if represented by an attorney at law).

You must mail your exclusion (opt-out) request, postmarked on or before August 17, 2026 addressed to:

Painter v. Strides Pharma, Inc. Settlement
P.O. Box 301134
Los Angeles, CA 90030-1134

Your request to exclude yourself (opt out) is not effective unless and until the Court grants Final Approval and the order approving the Settlement, and the time to file any motions to alter or amend the Settlement or appeal the order approving the Settlement has passed, or, if any such motions are or appeals are filed, upon their final resolution.

You can't exclude yourself on the phone or by email. If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) Strides in the future for economic loss related to the purchases at issue in this case.

22. If I do not exclude myself (opt out), can I sue Strides and the other released parties for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Strides or any other Released Parties as defined in the Settlement Agreement for the economic loss claims that this Settlement resolves. If you have a pending lawsuit against Strides or a Released Party, speak to your lawyer in that lawsuit immediately.

You must exclude yourself from the Settlement Class to pursue or continue your own lawsuit against Strides or any other Released Party concerning economic injury arising from the purchase of Strides testosterone gel between June 1, 2022 and July 31, 2025. If you properly exclude yourself from the Settlement Class, you shall not be bound by any orders or judgments entered in the Class Action relating to the Settlement. Remember, the exclusion (opt-out) deadline is **August 17, 2026**.

23. If I exclude myself, can I still get a payment?

No. You will not get any money from the Settlement if you exclude yourself. If you exclude yourself from the Settlement, do not complete online or send in a Claim Submission Form asking for payment. You may, however, sue, continue to sue, or be part of a different lawsuit against Strides or the other Released Parties in the Settlement.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

Yes. “Class Counsel” are listed below and represent all of the common interests of the Class Members. They are the lawyers who filed and prosecuted the lawsuit and negotiated the Settlement. You will not be charged any fee for the services provided by these lawyers. See Question 25 below.

THE BLOCK FIRM LLC

Aaron K. Block
Max Marks
309 East Paces Ferry Road NE, Suite 400
Atlanta, GA 30305
404-997-8419
aaron@blockfirmllc.com
max.marks@blockfirmllc.com

To be clear, however, Class Counsel listed above **are not** responsible for and will not represent you in your individual claim for Settlement payment.

You are not obligated to hire your own lawyer. However, if you want to be represented by your own lawyer, you may hire one at your own expense. See Question 25 below.

25. How will the lawyers be paid?

There are two groups of lawyers who may seek compensation.

The first is Class Counsel. Class Counsel will ask the Court for an award of attorneys’ fees and reasonable costs. Strides has agreed to pay any Class Counsel fees and costs awarded by the Court separately from any amounts payable to Settlement Class Members, such that payment of these items will not diminish the non-reversionary fund or otherwise reduce the amount due to any Settlement Class Member. Class Counsel will file their petition no later than fourteen days before the objection and opt-out deadline. Ultimately, the award of attorneys’ fees and reasonable costs to be paid by Strides is subject to the approval of the Court. Strides will also separately pay the costs of administering the Settlement.

The second group (“Second Group”) of lawyers are those who may be retained by you to represent you individually in this class action or submit your claim to the Claims Administrator. **YOU DO NOT NEED TO HIRE A LAWYER.** However, if you decide to do so, that lawyer will likely seek compensation for his or her services.

The fees, if any, for the Second Group of lawyers are separate and distinct from the fees that will be paid to Class Counsel. The Second Group of lawyers are also referred to as Non-Class Counsel. Typically, Class Counsel fees are paid on a percentage of the recovery basis. A fee paid to the Second Group of lawyers referenced above would be the sole responsibility of the Class Member who hired them. If you do not hire your own lawyer in this Second Group, you will not be responsible for the fees of any lawyer from this Second Group hired by any other Class Member.

26. Are the Class Representatives being paid any compensation for their services?

The Class Representatives will seek Class Representative service awards for their services as the Class Representatives in bringing the Class Action. Any Class Representative service award is subject to Court approval. In addition, the Class Representatives may make a claim for relief in the same manner as, and subject to the same requirements of, any Class Member under the Settlement.

OBJECTING TO THE SETTLEMENT

27. How do I object to the Settlement?

If you are a Class Member and do not opt out, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter stating that you object to the Settlement in *Painter v. Strides Pharma, Inc.*, No. 7:25-CV-4189. Be sure to include your name, address, telephone number, your signature, the reasons you object to the Settlement, whether you intend to appear at the Fairness Hearing, and the name and address of the lawyer, if any, representing you in this case and/or your objection. Mail the objection to the all of the addresses listed below. Objections must be postmarked no later than **August 17, 2026**.

Office of the Clerk
U.S. District Court, District of New York
The Hon. Charles L. Brieant Jr. Federal Building and Courthouse
300 Quarropas Street
White Plains, NY 10601-4150

Aaron K. Block
The Block Firm LLC
309 East Paces Ferry Road NE, Suite 400
Atlanta, GA 30305

Douglas Tween
John Eichlin
Linklaters LLP
1290 Avenue of the Americas
New York, NY 10104

If you object, Plaintiffs and Defendant have the right to take your deposition to determine whether you have standing to object and otherwise to evaluate your objection.

28. What's the difference between objecting to the Settlement and excluding yourself (opting out) from the Settlement?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. If the Settlement is approved, you will still be bound by the Settlement. Excluding yourself (opting out) is telling the Court that you don't want to be part of the Class. If you exclude yourself (opt out), you have no basis to object because the case no longer affects you.

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 don't have to.

29. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at 2:00 p.m. on November 19, 2026, at the United States District Court for the District of New York, The Hon. Charles L. Brieant Jr. Federal Building and Courthouse, 300 Quarropas Street, White Plains, NY 10601-4150, in Courtroom 218. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel and the amount of any incentive award to the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

30. Do I need to come to the hearing?

No. Class Counsel will answer questions that Judge Román may have. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

31. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter stating that it is your "Notice of Intention to Appear in *Painter v. Strides Pharma, Inc.*, No. 7:25-CV-4189." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **August 17, 2026**, and be sent to the Clerk of the Court, Class Counsel, and Defense Counsel, at the addresses listed below. You cannot speak at the hearing if you excluded yourself.

Office of the Clerk
U.S. District Court, District of New York
The Hon. Charles L. Brieant Jr. Federal Building and Courthouse
300 Quarropas Street
White Plains, NY 10601-4150

Aaron K. Block
The Block Firm LLC
309 East Paces Ferry Road NE, Suite 400
Atlanta, GA 30305

Douglas Tween
John Eichlin
Linklaters LLP
1290 Avenue of the Americas
New York, NY 10104

IF YOU DO NOTHING

If you do nothing and do not submit a claim, you will be deemed a Settlement Class Member, but you will get no money from this Settlement. If you are a Settlement Class Member and do not exclude yourself, then you will not ever be able to start a lawsuit against Strides or any of the Released Parties for economic injuries from purchasing Strides testosterone gel between June 1, 2022, and July 31, 2025.

GETTING MORE INFORMATION

32. Are there more details about this Settlement?

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by writing to Aaron K. Block, The Block Law Firm LLC, 309 East Paces Ferry Road NE, Suite 400, Atlanta, GA 30305, or by visiting www.StridesGelSettlement.com.

33. How do I get more information?

You can call 1-888-808-7024 toll-free; write to Painter v. Strides Pharma, Inc. Settlement, P.O. Box 301134, Los Angeles, CA 90030-1134; or visit the website at www.StridesGelSettlement.com where you will find answers to common questions about the Settlement, a Claim Submission Form, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

IMPORTANT DATES AND CONTACT INFORMATION	
EXCLUSION (OPT-OUT) DEADLINE	August 17, 2026
OBJECTION DEADLINE	August 17, 2026
START OF THE CLAIMS PERIOD	June 18, 2026
DEADLINE TO SUBMIT A CLAIM	September 16, 2026
CLAIMS ADMINISTRATOR	Painter v. Strides Pharma, Inc. Claims Administrator, P.O. Box 301134 Los Angeles, CA 90030-1134
CLASS COUNSEL	THE BLOCK FIRM LLC Aaron K. Block Max Marks 309 East Paces Ferry Road NE,, Suite 400 Atlanta, GA 30305 (404) 997-8419 aaron@blockfirmllc.com max.marks@blockfirmllc.com

**QUESTIONS? CALL 1-888-808-7024 TOLL FREE, OR VISIT
WWW.STRIDESGELSETTLEMENT.COM**