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**Attention purchasers of Molekule Air Purifiers in the United States from Third Party Sellers like Amazon and Best Buy on or Before October 12, 2021**

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**This notice may affect your rights. Please read it carefully.**

*A federal court has authorized this notice. This is not a solicitation from a lawyer.*

- The notice concerns a lawsuit called *Apaliski, et al. v. Molekule, Inc.*, No. 1:20-cv-01548- RGA, pending in the United States District Court for the District of Delaware (the “Lawsuit”). The subject of the lawsuit is alleged false advertising of “Air Purifiers,” namely the Molekule Air, Molekule Air Pro, Molekule Air Mini, the Molekule Air Mini+, and/or the Molekule Air Pro Rx.
- A class action Settlement will resolve the Lawsuit by Plaintiffs against Molekule, Inc. (“Molekule” or “Defendant”). The Settlement affects all persons who (a) purchased in the United States, any of the Air Purifiers from a third-party seller, including but not limited to, Amazon, b8ta, Best Buy, MoMa Design Store NYC, and Sprout on or before October 12, 2021 and (b) as of October 12, 2021, had not agreed to the arbitration provision in Molekule’s Terms & Conditions.
- The Lawsuit contends that, in its advertising, Molekule made a series of material representations about the nature and efficacy of the Air Purifiers. These include that the Air Purifiers (1) outperform HEPA filters in every category of pollutant; (2) eradicate the full spectrum of indoor air pollutants; (3) provide allergy and asthma symptom relief; (4) combat unhealthy levels of wildfire smoke by destroying airborne pollutants; and (5) that the representations were verified by extensive independent testing. The Lawsuit alleges that this advertising was false and misleading. Molekule denies all of these allegations and maintains that its advertising has been accurate at all times and supported by testing conducted by independent laboratories.
- To settle the case, Molekule will provide all Settlement Class Members a Cash Payment and Coupon. **To obtain benefits from the Settlement, you must complete and return the Claim Form** included in this mailing.
- The Settlement Class’s lawyers will ask the Court for an Attorneys’ Fee and Expense award of up to \$410,000 in cash. The Attorneys’ Fees and Expenses award is compensation for investigating the facts, litigating the case, and negotiating the Settlement. They will also ask for \$5,000 in cash to be awarded to Plaintiffs Friday Apaliski, Jamie Waterman, Angelique Fish, and John Joyal for prosecuting this Lawsuit. This payment is called a “Service Award.”
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

This notice contains a summary of proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.airpurifiersettlement.com](http://www.airpurifiersettlement.com), or contact the Claims Administrator at Air Purifier Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479 and 1-866-742-4955.

***Please do not contact the court or the clerk’s office to inquire about this settlement or the claims process.***

Questions? Visit [www.airpurifiersettlement.com](http://www.airpurifiersettlement.com) or call 1-866-742-4955

**SETTLEMENT CLASS MEMBERS HAVE RIGHTS AND OPTIONS TO EXERCISE:**

<b>YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>Submit a Claim Form</b>	You can receive a Cash Payment <i>and</i> a Coupon toward future purchase of a filter or filter subscription. In most circumstances, you must submit a Claim Form to receive these benefits.	May 31, 2022
<b>Opt Out</b>	Get out of the lawsuit and the Settlement. This is the only option that allows you to ever bring or join another lawsuit raising the same legal claims against the Defendant. You will receive no Cash Payment, nor Coupon under this Settlement.	December 17, 2021
<b>File Objection</b>	Write to the Court about any aspect of the Settlement you don't like or you don't think is fair, adequate, or reasonable. (If you object to any aspect of the Settlement, you must submit a written Objection and that Objection must be received by the Deadline. Your objection must follow all the procedures stated in the body of this notice under "How Do I Object To the Settlement?")	December 17, 2021
<b>Go to a Hearing</b>	Speak in Court about the Settlement. (If you object to any aspect of the Settlement, you <b>must</b> submit a written Objection by the Objection Deadline noted above. If you opt out of the Settlement, you cannot object.)	January 7, 2022
<b>Do Nothing</b>	You will not receive any Cash Payment or Coupon, unless a third party seller provides sufficient information about your purchase; also, you will have no right to sue later for the claims released by the Settlement.	

- These rights and options—and the deadlines to exercise them—are further explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Cash Payments and Coupons will be sent to Settlement Class Members only if the Court approves the Settlement. If there are appeals, Cash Payments and Coupons will not be sent until the appeals are resolved and the Settlement becomes effective. Please be patient.
- **Final Approval Hearing**  
On **January 7, 2022**, the Court will hold a hearing to determine: (1) whether the proposed Settlement should be approved as fair, reasonable, and adequate and should receive final approval; (2) whether Class Counsel's application for an award of Attorneys' Fees and Expenses should be granted; and (3) whether Plaintiffs' application for a Service Award payment should be granted. The hearing will be held in the United States District Court of the District of Delaware, before Judge Richard G. Andrews at the J. Caleb Boggs Federal Building, 844 N. King St., 6A,

Wilmington, DE 19801-3555, and/or virtually. This hearing date and location may change without further notice to you. Consult the Settlement Website at [www.airpurifiersettlement.com](http://www.airpurifiersettlement.com) for updated information on the hearing date, location, and time.

**Important Dates**

December 17, 2021	Objection Deadline
December 17, 2021	Opt-Out Deadline
January 7, 2022	Final Approval Hearing
May 31, 2022	Claim Submission Deadline

**Table of Contents**

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1.	<b>HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT? .....</b>	<b>4</b>
2.	<b>WHAT IS THE LAWSUIT ABOUT?.....</b>	<b>4</b>
3.	<b>WHY IS THERE A LAWSUIT? .....</b>	<b>4</b>
4.	<b>WHY IS THIS CASE BEING SETTLED? .....</b>	<b>5</b>
5.	<b>WHAT CAN I GET FROM THIS SETTLEMENT? .....</b>	<b>5</b>
6.	<b>HOW DO I MAKE A CLAIM?.....</b>	<b>6</b>
7.	<b>WHEN DO I GET MY BENEFITS? .....</b>	<b>6</b>
8.	<b>WHAT DO PLAINTIFFS AND THEIR LAWYERS GET? .....</b>	<b>6</b>
9.	<b>WHAT HAPPENS IF I DO NOT OPT OUT OF THE SETTLEMENT?.....</b>	<b>7</b>
10.	<b>HOW DO I OPT OUT OF THE SETTLEMENT? .....</b>	<b>8</b>
11.	<b>CAN I OBJECT TO THE SETTLEMENT? .....</b>	<b>8</b>
12.	<b>WHEN WILL THE COURT DECIDE IF THE SETTLEMENT IS APPROVED? .....</b>	<b>9</b>
13.	<b>HOW DO I GET MORE INFORMATION? .....</b>	<b>9</b>

## **1. How Do I Know If I Am Affected by the Settlement?**

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This case involves Molekule Air Purifiers (namely, the Molekule Air, Molekule Air Pro, Molekule Air Mini, Molekule Air Mini+, and/or the Molekule Air Pro Rx) purchased from third-party sellers, including but not limited to, Amazon, b8ta, Best Buy, MoMa Design Store NYC, and Sprout before October 12, 2021.

The Parties will ask the Court to certify a Settlement Class defined as “all persons, other than Excluded Persons, who, during the Class Period, (a) purchased in the United States, any of the Air Purifiers from a third-party seller, including but not limited to, Amazon, b8ta, Best Buy, MoMa Design Store NYC, and Sprout on or before October 12, 2021, and (b) as of October 12, 2021, had not agreed to the arbitration provision in Molekule’s Terms & Conditions.” “Excluded Persons” means (i) the Honorable Richard G. Andrews and any member of his immediate family; (ii) any government entity; (iii) mediator Antonio Piazza and any member of his immediate family; (iv) Defendant; (v) any entity in which Defendant has a controlling interest; (vi) any of Defendant’s parents, affiliates, and officers, directors, employees, legal representatives, heirs, successors, or assigns; (vii) third-party sellers Amazon, b8ta, Best Buy, MoMa Design Store NYC, and Sprout; (viii) any persons who timely opt out of the Settlement Class; and (ix) any Person who signed a release regarding their Air Purifier.

If the Settlement does not become effective (for example, because it is not finally approved, or the approval is reversed on appeal), then this litigation will continue.

## **2. What Is the Lawsuit About?**

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Alleged false advertising. The Lawsuit brought by Plaintiffs against Defendant contends that, in its advertising, Molekule made a series of material representations about the nature and efficacy of the Air Purifiers. These include that the Air Purifiers (1) outperform HEPA filters in every category of pollutant; (2) eradicate the full spectrum of indoor air pollutants; (3) provide allergy and asthma symptom relief; (4) combat unhealthy levels of wildfire smoke by destroying airborne pollutants; and (5) that the representations were verified by extensive independent testing. The Lawsuit alleges that this advertising was false and misleading. Molekule denies all of these allegations and maintains that its advertising has been accurate at all times and supported by testing conducted by independent laboratories. The Court has not determined whether Plaintiffs or Defendant is correct.

## **3. Why Is There a Lawsuit?**

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Plaintiffs contend that Defendant caused consumers to purchase the Air Purifiers when they would not otherwise have done so and/or the Defendant caused consumers to pay more for the Air Purifiers as a result of Defendant’s alleged false advertising. The lawsuit seeks to recover, on behalf of all Settlement Class Members, monetary damages as a result of the alleged false advertising and a change in practices moving forward. Defendant denies all of the allegations in the Lawsuit and contends that its advertising has always been accurate.

#### **4. Why Is this Case Being Settled?**

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Plaintiffs filed their original lawsuit on November 17, 2020 in the United States District Court of the District of Delaware.

Plaintiffs' Counsel conducted a thorough examination and investigation of the facts and law relating to the matters in the Lawsuit, which included extensive formal and informal discovery, commissioning a report by an environmental engineering expert who specializes in indoor air quality, requesting and receiving documents from Defendant, examining Defendant's documents, and questioning Defendant regarding its documents.

On March 2, 2021, the Parties participated in an all-day mediation conducted by an experienced class action mediator, Antonio Piazza of Mediated Negotiations.

Counsel for both Plaintiffs and Defendant have determined that there is significant risk in continuing the litigation. Among the risks of continued litigation for Plaintiffs are the risks of failing to prove liability or restitution and damages on a class-wide or individual basis. In particular, there may be difficulties establishing: (1) Defendant's marketing materials were likely to deceive reasonable consumers, (2) that misrepresentations and omissions in the marketing materials were material to reasonable consumers, (3) the amount of damages or restitution due to the class or to any class member, and (4) that common questions predominate over individual issues such that a class may be certified. After considering the risks and costs of further litigation, the Parties have concluded that it is desirable that the Plaintiffs' claims be settled and dismissed on the terms of the Settlement Agreement.

Plaintiffs and their counsel believe that the terms of the Settlement are fair, reasonable, adequate, and equitable, and that the Settlement is in the best interest of the Settlement Class Members.

#### **5. What Can I Get from this Settlement?**

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All Settlement Class Members are eligible to receive a **Cash Payment and Coupon**. In most circumstances, to obtain these benefits from the Settlement, **you must complete and return the Claim Form** included in this mailing and available at [www.airpurifiersettlement.com](http://www.airpurifiersettlement.com). Based on the estimated class size and value of the settlement, the average net amount in cash Settlement Class Members would receive from the Settlement if they purchased one Air Purifier is **\$43.80**. The amount you will actually receive could be appreciably more or less than this amount, depending on a number of factors including the number of Settlement Class Members who submit a valid claim, the number of Air Purifiers you purchased, the particular model of Air Purifier(s) you purchased, and whether you provide proof of purchase.

Cash Payments will be paid by check sent via first-class mail to the mailing address you provide on the Claim Form or by direct deposit into your bank account, or another form of electronic transfer (such as Paypal, Venmo, Google Wallet, or Square Cash). Instructions are provided on the Claim Form enclosed in this mailing and available at [www.airpurifiersettlement.com](http://www.airpurifiersettlement.com).

**Coupons can be redeemed towards the purchase of a filter to be used in an Air Purifier or a filter subscription at <https://molekule.com/shop>.** Coupons will be redeemable for a period no later than the second anniversary of the issuance of the coupon, fully transferrable, not subject to a service or redemption charge of any kind, with no minimum purchase required to redeem a Coupon. As with the Cash Payment, the face value of the Coupon you would receive will depend on a number of factors including the number of Settlement Class Members who submit a valid claim, the number of Air Purifiers you purchased, the particular model of Air Purifier(s) you purchased, and whether you provide proof of purchase. The maximum face value of a coupon is \$250 and Settlement Class Members are only entitled to receive one coupon.

As described on the Claim Form, to participate in the settlement, you can submit a Claim under Group A or Group B. Those who submit under Group A are eligible for a greater amount of cash from the settlement but are required to submit, in addition to this claim form, a valid receipt or similar documentation showing purchase of an Air Purifier from a third-party seller or a photograph of a valid serial number of an Air Purifier. Those who submit under Group B are not required to provide this information but must still fill out and submit a valid, signed claim form.

“Serial Number” means the serial number of the Air Purifier; the following webpage on Defendant’s Website provides information about how to find an Air Purifier’s Serial Number: <https://help.molekule.com/hc/en-us/articles/360001592148-How-do-I-find-my-serial-number->.

Claims will be paid only if deemed valid and only 60 days after the later of (a) the Claim Filing Deadline or (b) the Effective Date of the Settlement. The earliest that claims can be paid is August 1, 2022.

## **6. How do I make a claim?**

To make a Claim, you fill out the Claim Form. Claim Forms are available on the Settlement Website at [www.airpurifiersettlement.com](http://www.airpurifiersettlement.com). You can submit the Claim Form online, or you can mail it to the Claim Administrator at: Air Purifier Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479. Claim Forms must be submitted online or delivered to, and received by, the Claim Administrator by 11:59 p.m. Pacific Time on May 31, 2022.

## **7. When Do I Get My Benefits?**

The Court will decide whether to approve the settlement at a Final Approval Hearing. That hearing is currently scheduled for January 7, 2022.

If the Court approves the Settlement and there are no appeals, then Cash Payments and Coupons will be distributed by approximately August 1, 2022.

## **8. What do Plaintiffs and their Lawyers Get?**

To date, Class Counsel has not been compensated for any of their work on this case. As part of the Settlement, Class Counsel may apply to the Court for an award of up to \$410,000 to pay their Attorneys’ Fees and Expenses, which if approved will come out of the \$1.3 million in cash that Defendant has agreed to pay for this settlement.

In addition, the Plaintiffs in this case may apply to the Court for a Service Award up to \$5,000. This payment is designed to compensate Plaintiffs for the time, effort, and risks they undertook in pursuing this litigation. If approved, these amounts will come out of the \$1.3 million in cash that Defendant has agreed to pay for this settlement.

The Court will determine the amount of Attorneys' Fees and Expenses as well as the amount of the Service Award.

## **9. What Happens if I Do Not Opt Out of the Settlement?**

If you are a Settlement Class Member and you do not Opt Out of the Settlement, you will be legally bound by all orders and judgments of the Court, and you will also be legally bound to the Releases of the claims in the Settlement. This means that in exchange for being a Settlement Class Member and being eligible for the benefits of the Settlement, you will not be able to sue, continue to sue, or be part of any other lawsuit against Molekule Inc. and/or any of the Released Parties that involves the same legal allegations as those resolved through this Settlement.

**You will not be responsible for directly paying any out-of-pocket costs or attorneys' fees concerning this case if you stay in the Settlement Class.** Rather, attorneys' fees and costs, if approved by the Court, will come out of the \$1.3 million in cash that Defendant has already agreed to pay to settle this case.

Staying in the Settlement Class means that you give up the following legal claims:

- a) Upon the Effective Date and without any further action by the Court or by any Party to this Agreement, Settlement Class Members (except any such Person who has filed a proper any timely request for exclusion from the Settlement Class) shall have unconditionally, completely, and irrevocably released and discharged the Released Parties from any and all claims, liens, demands, actions, causes of action, rights, duties, obligations, damages or liabilities of any nature whatsoever, whether legal or equitable or otherwise, known or unknown, whether arising under any international, federal, state or local statute, ordinance, common law, regulation, principle of equity or otherwise, that were, or could have been, asserted in the Litigation and that arise out of or relate to the Allegations, or could have been asserted in the Litigation regarding the labeling, marketing, advertising, sale, or servicing of the Air Purifiers (the "Released Claims"), except that there shall be no release of claims for personal injury allegedly arising out of use of the Air Purifiers. Upon Final Approval, Settlement Class Members shall be forever barred from initiating, maintaining, or prosecuting any Released Claims against Released Parties.
- b) With respect to the released claims set forth in the preceding paragraph, each Settlement Class Member shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits conferred by any law of any state of the United States, or principle of common law or otherwise, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing**

**the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

The Settlement Class Members understand and acknowledge the significance of these waivers of California Civil Code section 1542 and any other applicable federal or state statute, case law, rule or regulation relating to limitations on releases. In connection with such waivers and relinquishment, the Settlement Class Members acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

- c) The Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims.
- d) Nothing in this release shall operate to bar or release any claim for personal injury arising out of the use of the Product, nor shall anything in this release operate to bar any defense, cross-claim or counter-claim in any action initiated by any of the Released Parties against any Settlement Class Member.

#### **10. How Do I Opt Out of the Settlement?**

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You can Opt Out of the Settlement Class if you wish to retain the right to sue Defendant separately for the Released Claims. If you Opt Out, you cannot file a Claim or Objection to the Settlement.

To Opt Out, you must complete the online form at the Settlement Website or mail an Opt-Out request to the Claims Administrator at Air Purifier Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479, copies of which will be mailed to Class Counsel and counsel for Defendant by the Claims Administrator. If mailed, the Opt-Out request must be signed by you, contain your full name, address, and phone number(s), and the following statement: "I/We request to Opt Out from the settlement in the Molekule Action." The Opt-Out request must be submitted online or delivered to, and received by, the Claims Administrator by the Opt-Out Deadline set forth above.

#### **11. Can I Object to the Settlement?**

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You can ask the Court to deny approval of the Settlement by timely filing an Objection with the Court. You can't ask the Court to change the terms of the Settlement or order a larger Settlement Benefits; the Court can only approve or disallow the Settlement as it is written. If the Court does not approve the Settlement, then no Cash Payments or Coupons, and the Lawsuit will continue.

You can also ask the Court to deny Class Counsel's request for Attorneys' Fees and Expenses and the Service Awards. If the Court does not approve those payments, then Plaintiffs and/or their counsel will not get paid.

You may 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 paying that attorney. If you want to raise an objection to the Settlement at the Final Approval Hearing, you must first submit that objection in writing to the Clerk of the Court as set forth below. **Your objection must be postmarked and received on or before the Objection Deadline.**

Your objection must be mailed to: Clerk, United States District Court for the District of Delaware, J. Caleb Boggs Federal Building, 844 N. King St., Unit 9, Room 6325, Wilmington, DE 19801-3555 by the Objection Deadline set forth above. A copy of the Objection must be sent to: Jason S. Rathod, MIGLIACCIO & RATHOD LLP, 412 H St NE, Washington D.C. 20002, email: [jrathod@classlawdc.com](mailto:jrathod@classlawdc.com). Your Objection must include the following information: (a) a reference at the beginning to this case, *Apaliski, et al. v. Molekule, Inc.*, Case No. 1:20-cv-01548- RGA, and the name of the presiding judge, Judge Richard G. Andrews, United States District Court for the District of Delaware; (b) the name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her counsel; (c) a written statement of all grounds for the Objection, accompanied by any legal support for such Objection; (d) whether he/she intends to appear at the Final Approval Hearing, either with or without counsel; (e) a statement of his/her membership in the Settlement Class, including all information required by the Claim Form; and (f) a detailed list of any other objections submitted by the Settlement Class Member, or his/her counsel, to any class actions submitted in any federal or state court in the United States in the previous five (5) years. If the Settlement Class Member or his/her counsel has not objected to any other class action settlement in any court in the United States in the previous five (5) years, he/she shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement. If you fail to include this information, then your objection may be rejected and/or overruled.

You can file a Claim even if you object to the Settlement. If you want to receive benefits in the event that the Court approves the Settlement, then you must submit a Claim Form according to the instructions described above.

## **12. When Will the Court Decide if the Settlement is Approved?**

The Court will hold a hearing on January 7, 2022, to consider whether to approve the Settlement. The hearing will be held in the United States District Court of the District of Delaware, before Judge Richard G. Andrews at the J. Caleb Boggs Federal Building, 844 N. King St., 6A, Wilmington, DE 19801-3555, and may be held virtually.

The hearing is open to the public. This hearing date and location may change without further notice to you. Consult the Settlement Website at [www.airpurifiersettlement.com](http://www.airpurifiersettlement.com) or the Court docket in this case available through Public Access to Court Electronic Records PACER (<http://www.pacer.gov>), for updated information on the hearing date and time.

## **13. How Do I Get More Information?**

You can inspect many of the court documents connected with this case on the Settlement Website ([www.airpurifiersettlement.com](http://www.airpurifiersettlement.com)). Other papers filed in this lawsuit are available by accessing the Court docket in this case available through PACER (<http://www.pacer.gov>).

You can contact the Claim Administrator at Air Purifier Settlement, c/o RG/2 Claims Administration LLC, P.O. Box 59479, Philadelphia, PA 19102-9479 or by telephone at 1-866-742-4955.

You can also obtain additional information by contacting Plaintiffs' Counsel:

Jason S. Rathod  
MIGLIACCIO & RATHOD LLP  
412 H St NE  
Washington D.C. 20002  
Tel: 202-470-3520  
Email: [jrathod@classlawdc.com](mailto:jrathod@classlawdc.com)  
[www.classlawdc.com](http://www.classlawdc.com)

**PLEASE DO NOT CONTACT THE ATTORNEYS FOR THE DEFENDANT.**