

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W.M.F. and MATTHEW MARDEN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

LIFEMD, INC., a Delaware corporation,
Defendant.

Case No.: A-24-906800-C

Dept. No.: 17

CLASS ACTION

**[PROPOSED] ORDER OF
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

On April 30, 2025, after extensive arms-length negotiations, and private mediation conducted before JAMS mediator Bruce Friedman, Esq, Plaintiffs and Defendant (herein jointly referred to as the “Parties”) entered in to a Settlement Agreement & Release (hereinafter referred to as the “Settlement Agreement”), which is subject to review under Rule 23 of the Nevada Rules of Civil Procedure.

Pursuant to the Unopposed Motion for Preliminary Approval of Class Action Settlement Agreement (hereinafter referred to as the “Preliminary Approval Motion”), Plaintiffs request preliminary approval of the proposed class action settlement.

The Court has read and considered the Settlement Agreement, Preliminary Approval Motion, and the record (including all relevant exhibits thereto). All capitalized terms used herein have the meanings defined herein or in the Settlement Agreement.

NOW, THEREFORE IT IS HEREBY ORDERED:

1. JURISDICTION: The Court has jurisdiction over the subject matter of the Action and over all settling parties hereto.
2. PRELIMINARY APPROVAL OF PROPOSED SETTLEMENT: The Court preliminarily finds that the settlement of the Action, on the terms and conditions set forth in the Settlement Agreement, and the Exhibits thereto, is in all respects fundamentally fair, reasonable, adequate, and in the best interests of the Settlement Class Members, especially in light of the benefits to the Settlement Class Members, the strength and weaknesses of

1 Plaintiffs' case, the complexity, expense, and probable duration of further litigation as well
2 as the risk and delay inherent in possible appeals. The Court finds that the Settlement
3 Agreement is sufficient to warrant notice of the Settlement to persons in the Settlement
4 Class and a full hearing on the approval of the Settlement.

5 3. CLASS MEMBERS: The settlement class is certified and defined as:

6 All persons residing in the United States that are or were members of
7 LifeMD or RexMD or who ordered or purchased products from LifeMD
8 or RexMD through the effective date of this Settlement Agreement and
9 whose Private Information was allegedly disclosed to a third party
10 through the use of Tracking Tools on Defendant's Websites.

11 4. Based on information provided by Defendant, the number of affected persons through the
12 date of the Settlement Agreement is approximately 835,159 individuals.

13 5. The Settlement Class specifically excludes: (i) Defendant or any related entities and their
14 officers and directors; (ii) all Settlement Class Members who timely and validly request
15 exclusion from the Settlement Class and (iii) any members of the judiciary who are or have
16 presided over the instant Action and members of their families and staffs.

17 6. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT: Pursuant to
18 Rule 23 of the Nevada Rules of Civil Procedure, the Court appoints David S. Almeida of
19 Almeida Law Group LLC and Nicholas A. Migliaccio and Jason Rathod of Migliaccio &
20 Rathod LLP as Settlement Class Counsel for purposes of settlement.

21 7. NOTICE AND CLAIMS PROCESS: The Court approves the form and substance of the
22 proposed notice procedure set forth in the Settlement Agreement. As provided in that
23 Settlement Agreement, EisnerAmper LLC will administer class notice.

24 8. No later than ten (10) business days after entry of the Preliminary Approval Order,
25 Defendant shall provide the Settlement Administrator with the name, address, e-mail, and
26 other contact information that Defendant has in its possession for each Settlement Class
27 Member.

28 9. EisnerAmper LLC shall send the Summary Notice via email to all such Settlement Class
Members for whom Defendant can ascertain an email address from its records with

1 reasonable effort. For any email Notices that are returned undeliverable, the Settlement
2 Administrator shall use all available means to ascertain an updated email address for such
3 Class Members and then resend the Summary Notice.

4 10. The Notice shall reference a website established for this Settlement and that website shall
5 contain the details of the Settlement. The Notice shall also contain a toll-free telephone
6 number so that the Class Members can inquire about the Settlement and how to opt out or
7 object. At least ten days prior to the Final Approval Hearing, EisnerAmper LLC shall file
8 a declaration of compliance with the notice procedures as set forth in the Settlement
9 Agreement.

10 11. The form and method for notifying the Class Members of the Settlement and its terms and
11 conditions satisfies the requirements of Rule 23(c)(2) of the Nevada Rules of Civil
12 Procedure and due process and constitutes the best notice practicable under the
13 circumstances. The Court finds that the notice process is designed to advise the Class
14 Members of their rights. Further, the Court finds that the opt out process set forth in the
15 Agreement is the best practicable procedure under the circumstances.

16 12. EXCLUSIONS: Any Settlement Class member who desires to be excluded from the class
17 must send a written request for exclusion to EisnerAmper LLC and Settlement Class
18 Counsel, with a postmark date no later than 75 days after the Notice Deadline. Defense
19 counsel's and Settlement Class Counsel's addresses shall be provided in the notice
20 provided to the Class Members and also shall be posted on the website. EisnerAmper LLC
21 shall provide a list of those persons requesting exclusion to Settlement Class Counsel on
22 an ongoing basis and after the deadline for exclusions passes, but no later than ten days
23 prior to the Final Approval Hearing. A copy of that list shall be filed with Plaintiffs' Motion
24 for Final Approval of the Class Action Settlement, if possible.

25 13. To be effective, the written request for exclusion must contain the individual's full name
26 and address; a statement that he or she wants to be excluded from the Settlement Class; and
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the individual's signature. Any Settlement Class Member who submits a valid and timely request for exclusion shall not be bound by the Agreement or settlement.

14. OBJECTIONS: Any Settlement Class Member who intends to object to the Settlement must file a written objection no later than 75 days after the Notice Deadline. Any such Settlement Class Member must provide a copy of the written objection to Settlement Class Counsel and defense counsel, whose addresses shall be set forth in the website's notice advising the Settlement Class Members about objections.

15. For an objection to be considered by the Court, the objection must also set forth: the case name and number of the Action; the objector's full name, address, email address, and telephone number; an explanation of the basis upon which the objector claims to be a Settlement Class Member; all grounds for the objection, accompanied by any legal support for the objection; the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Award; the identity of all counsel representing the objector who will appear at the Fairness Hearing; any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity; a list of any persons who will be called to testify at the Fairness Hearing in support of the objection; a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and the objector's signature on the written objection (an attorney's signature is not sufficient).

16. Any Settlement Class Member who does not file a valid and timely objection to the Settlement shall be barred from seeking review of the Settlement by appeal or otherwise.

17. FINAL APPROVAL HEARING: A hearing (hereinafter the "Final Approval Hearing") will be held on September 30, 2025, at 9:00 a.m., at the Eighth Judicial District Court, Clark County, Nevada, located at 200 Lewis Ave, Las Vegas, NV 89101, Department 17, Las Vegas, NV 89101 to review the following issues:

- 1 A. Whether the proposed Settlement is fundamentally fair, reasonable, adequate, and in
2 the best interest of the Settlement Class Members and should be approved by the Court;
- 3 B. Whether the Final Judgment and Order of Dismissal with Prejudice, as provided under
4 the Settlement Agreement, should be entered, dismissing the Action with prejudice and
5 releasing the Released Claims against Released Parties;
- 6 C. To discuss and review other issues as this Honorable Court deems appropriate.
- 7 18. Attendance at the Final Approval Hearing is not necessary. Settlement Class Members need
8 not appear at the hearing or take any other action to indicate their approval of the proposed
9 Settlement. Settlement Class Members wishing to be heard are, however, required to
10 indicate in their written objection whether they intend to appear at the Final Approval
11 Hearing.
- 12 19. MISCELLANEOUS PROVISIONS: The Settlement Agreement and this Order shall be
13 null and void if any of the following occur:
- 14 A. The Court rejects, in any material respect, the Final Judgment and Order of Dismissal
15 with Prejudice substantially in the form and content attached to the Settlement
16 Agreement and/or the Parties fail to consent to the entry of another form thereof;
- 17 B. The Court rejects any material component of the Settlement Agreement and the Parties
18 are unable to modify the Settlement in a manner to obtain and maintain preliminary
19 approval;
- 20 C. The Court denies final approval of this Settlement Agreement;
- 21 D. The Final Approval Order and Judgment does not become Final by reason of a higher
22 court reversing final approval by the Court, and the Court thereafter declines to enter a
23 further order or orders approving the Settlement on the terms set forth herein; or
- 24 E. The Effective Date does not occur because the entry of an order by any court would
25 require either material modification or termination of the Settlement Agreement.
- 26 20. If the Settlement Agreement and this Order are voided, then the Settlement Agreement shall
27 have no force and effect and the Parties' rights and defenses shall be restored, without
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1 prejudice, to their respective positions as if the Settlement Agreement had never been
2 executed and this order never entered.

3 21. PRELIMINARY CLASS CERTIFICATION: The Court preliminarily finds that the Action
4 satisfies the applicable prerequisites for class action treatment under Rule 23 of the Nevada
5 Rules of Civil Procedure, namely:

- 6 A. The Settlement Class Members are so numerous that joinder of all of them in the Action
7 would be impracticable;
- 8 B. There are questions of law and fact common to the Settlement Class Members, which
9 predominate over any individual questions;
- 10 C. The claims of Plaintiffs are typical of the claims of the Settlement Class Members;
- 11 D. Plaintiffs and Settlement Class Counsel fairly and adequately represent and protect the
12 interests of all the Settlement Class Members; and
- 13 E. Class treatment of these claims will be efficient and manageable, thereby achieving an
14 appreciable measure of judicial economy, and a class action is superior to other
15 available methods for a fair and efficient adjudication of this controversy.

16 22. The Court retains continuing and exclusive jurisdiction over the action to consider all
17 further matters arising out of or connected with the settlement, including the administration
18 and enforcement of the Settlement Agreement.

19 DATED this _____ day of _____, 20____.

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21 IT IS SO ORDERED: Dated this 4th day of June, 2025

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24 Hon. Jennifer Schwartz
25 Eighth Judicial District Court, Dept. 17

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27 **3B6 4C3 4FFB 0F4B**
28 **Jennifer Schwartz**
District Court Judge

1 **CSERV**

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3 DISTRICT COURT
CLARK COUNTY, NEVADA

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6 W F, Plaintiff(s)

CASE NO: A-24-906800-C

7 vs.

DEPT. NO. Department 17

8 LifeMD Inc, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 6/4/2025

15 Michael Kind

mk@kindlaw.com

16 Michael Kind

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17 Nicholas Migliaccio

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18 Daniel Rohner

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