SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made and entered into as of the last date signed below, by, between and among (i) Plaintiffs and Settlement Class Representatives Matthew Marden and W.M.F. ("Plaintiffs"), for themselves and on behalf of the Settlement Class (as defined below), and (ii) LifeMD, Inc., doing business as REX MD (hereinafter "Defendant" or "LifeMD" or "RexMD" and with Plaintiffs, the "Parties"), pertaining to the putative class action lawsuit captioned *W.M.F. & Matthew Marden v. LifeMD, Inc*., CASE NO:A-24-906800-C (District Court of Clark County, Nevada) (the "Action"), subject to preliminary and final Court approval as required by Rule 23 of the Nevada Rules of Civil Procedure. This Settlement Agreement and Release and Exhibits "A" to "E," attached hereto, are collectively referred to herein as the "Agreement" or the "Settlement Agreement."

I. RECITALS

WHEREAS, on August 23, 2023, Plaintiffs filed their initial class action complaint in the United States District Court for the Southern District of New York captioned *Marden v. LifeMD, Inc.*, Case No. 1:23-cv-07469 (the "New York Litigation").

WHEREAS, Plaintiffs thereafter voluntarily dismissed the New York Litigation and refiled his claims in this Action.

WHEREAS, the Action alleges that Defendant installed tracking technologies, including pixels ("Tracking Tools") on its websites, including but not limited to https://rexmd.com/ and https://lifemd.com/ ("Websites") and that those Tracking Tools potentially disclosed individually identifiable health information ("IIHI") and protected health information ("PHI") (referred to herein collectively as "Private Information") of visitors to and users of ("Class Members") its Website to unauthorized third parties including, but not limited to, Meta Platforms, Inc. d/b/a Meta (referred to herein as "Facebook"), Google LLC and TikTok Inc. Plaintiffs allege that Defendant's implementation and usage of such Tracking Tools allegedly resulted in the invasion of Plaintiffs' and Settlement Class Members' privacy and other alleged common law and statutory violations.

WHEREAS, Plaintiffs allege claims for (i) negligence; (ii) invasion of privacy, (iii) breach of confidence; (iv) unjust enrichment; (v) violations of the Electronics Communication Privacy Act ("ECPA"), 18 U.S.C. § 2511(1); and (vi) violations of the Nevada Deceptive Trade Practices Act, NRS ch. 598 related to Defendant's installation of Tracking Tools on the RexMD and LifeMD Websites through the date of the final Settlement Agreement.

WHEREAS, Defendant has denied and continues to deny each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or which could have been asserted in this Action. Defendant denies that it is liable in any way for the alleged conduct or that the Settlement Class Representatives or Settlement Class Members are entitled to any relief from Defendant.

WHEREAS, in light of the risks, uncertainties, burden, and expense of continued litigation, the Parties now agree to settle the Action in its entirety without any admission of fault or liability. The Parties intend this Agreement to bind Plaintiffs (on behalf of themselves and as

Settlement Class Representatives, Defendant and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement pursuant to Paragraph 56.

WHEREAS, this Agreement resulted from good faith, arm's-length settlement negotiations and informal discovery including a full-day mediation session before JAMS mediator Bruce Friedman, *Esq*. on July 12, 2024, and many subsequent negotiations between the Parties. Prior to, during, and after the mediation, Defendant shared information with Settlement Class Counsel, as defined in Section II below, regarding the alleged conduct as well as information sufficient to determine the appropriate settlement class size. The Parties also engaged in numerous informal discussions about possible resolution of the Action.

NOW, THEREFORE, in light of the foregoing, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, it is hereby stipulated and agreed by the Parties that the Action be settled, compromised and dismissed on the merits and with prejudice, subject to Court approval as required by Nevada Rule of Civil Procedure 23, on the terms and conditions set forth in this Agreement.

II. DEFINITIONS

In addition to the terms defined at various point within this Agreement, the following defined terms apply throughout this Agreement:

1. "Attorneys' Fees and Expenses" means any and all such funds as may be awarded by the Court to Class Counsel to compensate Class Counsel for their reasonable fees, costs and expenses incurred in direct connection with the Action and the Settlement.

2. "Claims Deadline" means the last day for Settlement Class Members to submit a timely Claim Form, which is seventy-five (75) days after the Notice Deadline.

3. "Claim Form" means the form that Settlement Class Members must submit by the Claims Deadline to be eligible for monetary relief under the terms of the Settlement, substantially in the form attached hereto as **Exhibit C** and which may be modified by agreement of the Parties to meet the requirements of the Settlement Administrator.

4. "Court" means the District Court for Clark County, Nevada.

5. "Cy Pres Recipient" means the Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee any cy pres distribution of any returned funds to an agreed upon charitable organization approved by the Court, Privacy Rights Clearinghouse.

6. "Day" means calendar days, inclusive of weekends and holidays.

7. "Effective Date" or the date upon which this Settlement becomes "effective," means the first business day after which all of the following events have occurred: the Final Order and Final Judgment have been entered; and if reconsideration and/or appellate review is not sought from the Final Order and Final Judgment, the expiration of the time for the filing or noticing of any motion for reconsideration, appeal, petition, and/or writ; or if reconsideration and/or appellate review is sought from the Final Order and Final Judgment: (A) the date on which the Final Order

and Final Judgment are affirmed and are no longer subject to judicial review, or (B) the date on which the motion for reconsideration, appeal, petition, or writ is dismissed or denied and the Final Order and Final Judgment are no longer subject to judicial review. The Effective Date shall not be altered in the event the Court declines to approve, in whole or in part, the payment of Attorneys' Fees and Expenses in the amounts that Class Counsel requests ("Fee Request").

8. "Fairness Hearing" means the hearing that is to take place after the entry of the Preliminary Approval Order and after the Notice Date for purposes of: (a) entering the Final Approval Order and Final Judgment and dismissing the Action with prejudice; (b) determining whether the Settlement should be approved as fair, reasonable, and adequate; (c) ruling upon an application for the Service Award by the Plaintiff; (d) ruling upon an application by Settlement Class Counsel for Attorneys' Fees and Expenses; and (e) entering any final order awarding Attorneys' Fees and Expenses and Service Award. The Parties shall request that the Court schedule the Fairness Hearing for a date that is in compliance with the provisions of 28 U.S.C. § 1715(d).

9. "Final Approval" means the date that the Court enters an order and judgment granting final approval of the Settlement and determines the amount of the Service Award to be awarded to Plaintiffs, as well as the amount of fees, costs, and expenses to be awarded to Settlement Class Counsel. In the event that the Court issues separate orders addressing the foregoing matters, then Final Approval means the date of the last of such order.

10. "Final Order and Final Judgment" means the order and judgment that the Court enters upon Final Approval and dismissing the Action with prejudice.

11. "Long Form Notice" means the long form notice of settlement, substantially in the form of the document attached hereto as **Exhibit B**.

12. "Notice" means the Long Form Notice and Summary Notice that the Parties will ask the Court to approve in connection with the motion for preliminary approval of the Settlement.

13. "Notice Date" means the first date upon which the Notice is disseminated.

14. "Notice Deadline" means the last day set by this Agreement for issuance of Notice to the Settlement Class Members, and which is the date that is thirty (30) days after entry of the Preliminary Approval Order.

15. "Notice Program" means the plans and methods for the dissemination of the Notice provided for and agreed to in this Agreement.

16. "Objection Deadline" means the last day on which a Settlement Class Member may file an objection to the Settlement or Fee Application, which will be seventy-five (75) days after the Notice Deadline.

17. "Opt-Out Deadline" means the last day on which a Settlement Class Member may file a request to be excluded from the Settlement Class, which will be seventy-five (75) days after the Notice Deadline.

18. "Private Information" means affected information relating to Settlement Class Members such as names, PHI, IIHI, PII, and any other sensitive information relating to Settlement Class Members.

19. "Preliminary Approval Order" means the order preliminarily approving the Settlement and proposed Notice and Notice Program, in the form of the document attached to this Agreement as **Exhibit D**.

20. "Releasing Parties" means the Settlement Class Representatives and all Settlement Class Members who do not timely and properly exclude themselves from the Settlement pursuant and each of their respective present or past spouses, heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf..

21. "Request for Exclusion" is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice.

22. "Service Award" means any compensation awarded by the Court and paid to the Settlement Class Representatives in recognition of their role in this litigation, which shall not exceed $2,500.00 per Class Representative, as and if approved by the Court.

23. "Settlement" means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement including all exhibits attached hereto.

24. "Settlement Administrator" means the Court-appointed class action settlement administrator retained to carry out the notice plan, administer the claim distribution process, and perform other actions as specified in this Settlement Agreement, as agreed to by the Parties, or as ordered by the Court. The Parties, subject to Court approval, have agreed to use EisnerAmper LLC, a company experienced in administering class action claims generally and specifically those of the type provided for in the Litigation, as Settlement Administrator in this matter.

25. "Settlement Administration Charges" means all charges or costs, including those arising from implementation of the Notice Program, dissemination of the Notice and administration of the claims and Settlement, invoiced or charged by the Settlement Administrator, that the Parties agree were reasonably incurred by the Settlement Administrator in carrying out the duties described in the Settlement Agreement, such agreement not to be unreasonably withheld. Defendant shall pay all Settlement Administration Charges.

26. "Settlement Class" means all persons residing in the United States that are or were members of LifeMD or RexMD or who ordered or purchased products from LifeMD or RexMD through the effective date of this Settlement Agreement and whose Private Information was allegedly disclosed to a third party through the use of Tracking Tools on Defendant's Websites. Based on information provided by Defendant, the number of affected persons through the date of this Settlement Agreement is approximately 835,159 individuals. The Settlement Class specifically excludes: (i) Defendant or any related entities and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class and (iii) any members of the judiciary who are or have presided over the instant Action and members of their families and staffs.

27. "Settlement Class Counsel" means David S. Almeida of Almeida Law Group LLC and Nicholas A. Migliaccio and Jason Rathod of Migliaccio & Rathod LLP.

28. "Settlement Class Members" means all persons or entities falling within the Settlement Class.

29. "Settlement Class Representatives" refers to Matthew Marden and W.M.F.

30. "Settlement Website" means the online website that the Settlement Administrator will establish as soon as practicable following Preliminary Approval (but prior to the commencement of the Notice Program) as a means for Settlement Class Members to obtain notice of and information about the Settlement. The URL of the Settlement Website shall be mutually agreed upon by the Parties.

31. "Summary Notice" means the summary form notice of settlement, substantially in the form of the document attached to this Agreement as **Exhibit A**.

III. SETTLEMENT CLASS

32. For settlement purposes only, the Parties agree that the Court should certify the Settlement Class pursuant to Nevada Rule of Civil Procedure 23.

33. If the Settlement Agreement, for any reason, is not finally approved or is otherwise terminated, the Parties will seek in good faith to revise the Agreement as needed to obtain Court approval provided, however, that no party may use subsequent legal developments or other intervening events—other than the decision(s) denying or reversing approval of the Agreement—as justification for renegotiating the Settlement. Failing this, the Parties will be restored to their respective places in the Action. At that point, Defendant reserves the right to assert any and all objections and defenses to certification of a class and neither the Settlement Agreement nor any Order or other action relating to the Settlement Agreement shall be offered by any Party as evidence in support of a motion to certify a class or for a purpose other than settlement.

34. For settlement purposes only, Settlement Class Counsel shall seek, and Defendant shall not oppose, the appointment of Settlement Class Counsel as such, and appointment of W.M.F. and Matthew Marden as the Settlement Class Representatives. The Settlement Class Representatives will move for certification of the Settlement Class contemporaneously with the motion for preliminary approval of the Settlement. Defendant agrees not to contest certification of the Settlement Class pursuant to the terms of this Settlement Agreement.

IV. SETTLEMENT BENEFITS, TERMS AND PROCEDURE

35. Benefit to Claiming Settlement Class Members. All Settlement Class Members who submit a valid, complete and timely Claim Form, which is attached as **Exhibit C** to this Settlement Agreement, are eligible to receive one of the following:

i. $10 in cash or

ii. $25 voucher for Defendant's services or products as detailed in the Notice.

36. Aggregate Cap on Settlement Benefits. There shall be no aggregate cap on settlement benefits.

37. Business Practice Changes. Defendant agrees to implement a third-party consent service to enhance consent management on its Website for no less than two years from the Effective Date. Costs associated with these business practice changes will be paid by Defendant.

38. Administrator Fees. Defendant shall pay for Settlement Administrator fees and expenses and any and all costs associated with the provision of Notice as provided herein or as ordered by the Court.

39. Disbursement. The Settlement Administrator shall be responsible for all disbursements of the Settlement payments.

40. Language of Notice and related documents. The Settlement Administrator shall ensure that the Summary Notice, Long Form Notice, Claim Form, and Settlement Website are available in Spanish and English.

41. Timing of Settlement Payments. Payments for approved Claims shall be issued in the form of a voucher or check mailed or electronically provided (as selected by the Settlement Class Member) as soon as practicable after the allocation of funds are determined by the Settlement Administrator following the Effective Date. Electronic payments are to be the preferred means of compensating Settlement Class Members who elect to receive the cash payment. Settlement payments made by check shall bear in the legend that they expire if not negotiated within one hundred and eighty (180) days of their date of issue and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time. Upon request of a Settlement Class Member, the Settlement Administrator may re-issue a payment for up to an additional 90-day period following the original 180-day period. Any Settlement payments reissued to Settlement Class Members shall remain valid and negotiable for ninety (90) days following the original 180-day period and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time. Voucher payment shall be sent via email and shall remain valid for two years from the date of issuance. Vouchers may be used by their recipient or transferred to another party. Vouchers may be used towards the purchase of any product or service described in the Notice that is offered by Defendant.

42. Returned Payments. For any Settlement payments returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make a reasonable attempt to locate a valid address and resend the Settlement payment within thirty (30) days after the payment is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or to place a telephone call to that Settlement Class Member to obtain updated address information. Any replacement Settlement payments issued to Settlement Class Members shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed by the Settlement Class Members within that time. Any remaining funds from returned payments will be sent to the Cy Pres Recipient.

43. Deceased Class Members. If the Settlement Administrator is notified within 180 days of the date of issue of a payment that a Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement payment to the Settlement Class Member's estate upon receiving proof the Settlement Class Member is deceased and after consultation with Class Counsel and Defendant's Counsel. Any replacement Settlement payments issued to the Settlement Class Member's estate shall remain valid and negotiable for ninety (90) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time.

44. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked on or before the Claims Deadline to be valid.

45. Tax Obligations. Any tax determinations and obligations arising from a payment made by Defendant to a Settlement Class Member or the Settlement Class Representative pursuant to this Agreement shall be the exclusive responsibility of the Settlement Class Member or Settlement Class Representative, respectively. Any tax determinations and obligations arising from a payment made by Defendant to Settlement Class Counsel pursuant to this Agreement shall be the exclusive responsibility of Settlement Class Counsel.

V. PRELIMINARY APPROVAL

46. Upon complete execution of this Agreement, Class Counsel shall promptly move the Court to enter an Order substantially in the form of the Preliminary Approval Order. The motion for preliminary approval shall request, among other things as set forth in the Preliminary Approval Order, that the Court: (i) preliminarily approve the terms of the Settlement as within the range of fair, adequate, and reasonable; (ii) provisionally certify the Settlement Class pursuant to Nevada Rule of Civil Procedure 23 for settlement purposes only; (iii) approve the Notice Program set forth herein and approve the form and content of the Notice; (iv) approve the procedures set forth in Section VIII for Settlement Class Members to exclude themselves from the Settlement Class or to object to the Settlement; (v) stay all proceedings in this matter unrelated to the Settlement pending Final Approval of the Settlement; (vi) stay and/or enjoin, pending Final Approval of the Settlement, any actions brought by Settlement Class Members concerning a Released Claim; and (vii) schedule a Fairness Hearing for a time and date convenient for the Court.

VI. SETTLEMENT ADMINISTRATOR

47. The Settlement Administrator shall perform the functions specified for the Settlement Administrator in this Agreement and in the Declaration of the Settlement Administrator attached hereto as **Exhibit E** including, but not limited to, overseeing administration of the Settlement Fund; providing e-mail Notice and mail Notice to Settlement Class Members; implementing the Notice Plan; establishing and operating the Settlement Website and a toll-free number; administering the Claims processes; and distributing payments according to this Agreement. By written agreement, the Parties may modify any non-material terms relating to the Settlement Notice process to ensure a fair and effective Notice and administration process for Settlement Class Members.

VII. NOTICE AND ADMINISTRATION

48. Upon entry of the Preliminary Approval Order, the Settlement Administrator will implement the Notice Program provided herein, using the forms of Notice approved by the Court in the Preliminary Approval Order.

49. Notice of the Settlement to the Settlement Class Members shall comply with the Nevada Rules of Civil Procedure and any other applicable statute, law, or rule including, but not limited to, the Due Process Clause of the United States Constitution, the Nevada Constitution, and the Federal Judicial Center's (FJC) Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide.

50. Notice of the Settlement shall be provided to Settlement Class Members pursuant to the methods ordered by the Court and set forth herein.

51. Prior to the Notice Date, the Settlement Administrator shall establish the Settlement Website at a URL to be determined by the mutual agreement of the Parties that will inform Settlement Class Members of the terms of this Agreement, their rights, dates and deadlines and related information, including periodic updates, a list of important dates, hyperlinked access to this Agreement, the Long Form Notice and Summary Notice, any motion seeking Final Approval of this Agreement, any motion for an award of Attorneys' Fees and Expenses and Service Award, the Preliminary Approval Order, the Claim Form, the Complaint, and such other documents as Class Counsel and Defendant agree to post or that the Court orders posted on the Settlement Website, as set forth in the Declaration of the Settlement Administrator. The Settlement Website shall also include a toll-free number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Case Administrator directly. The Settlement Website shall remain operational until at least 30 days after the Claims Deadline. The Settlement Website shall also make the Claim Form available for download.

52. The Long Form Notice shall be in a form substantially similar to the document attached to this Agreement as **Exhibit B** and shall comport with the following:

i. *General Terms*: The Long Form Notice shall contain a plain and concise description of the nature of the Action and the proposed Settlement, including information on the definition of the Settlement Class, the identity of Settlement Class Members, how the proposed Settlement would provide relief to Settlement Class Members, the date upon which the Fairness Hearing will occur, the address of the Settlement Website at which Settlement Class Members may access this Agreement and other related documents and information, what claims are released under the proposed Settlement, and other relevant information.

ii. *Opt-Out Rights*: The Long Form Notice shall inform Settlement Class Members that they have the right to opt out of the Settlement. The Long Form Notice shall provide the deadlines and procedures for exercising this right.

iii. *Objection to Settlement*: The Long Form Notice shall inform Settlement Class Members of their right to object to the proposed Settlement and appear at the

Fairness Hearing. The Long Form Notice shall provide the deadlines and procedures for exercising these rights.

iv. *Fees and Expenses*: The Long Form Notice shall inform Settlement Class Members of the maximum amounts to be sought by Settlement Class Counsel as Attorneys' Fees and Expenses and the individual Service Awards to W.M.F. and Mr. Marden.

v. *Claim Form*: The Long Form Notice shall describe the Claim Form and shall inform the Settlement Class Members (i) of the criteria to be used to determine which payments the Settlement Member may recover; and (ii) that in order to claim any payment pursuant to the Settlement, the Settlement Class Member must fully complete and timely submit the Claim Form prior to the Claim Deadline.

53. No later than ten (10) business days after entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the name, address, e-mail, and other contact information that Defendant has in its possession for each Settlement Class Member. The Parties shall coordinate with the Settlement Administrator to provide Notice pursuant to the Notice Program set forth below, with such Notice to be substantially completed no later than the Notice Deadline:

i. The Settlement Administrator 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 reasonable effort. For any email Notices that are returned undeliverable, the Settlement Administrator shall use all available means to ascertain an updated email address for such Class Members and then resend the Summary Notice. For any emailed Summary Notices that are returned undeliverable without additional information, the Settlement Administrator shall use reasonable efforts to identify updated email addresses and re-email the Summary Notice to the extent an updated address is identified. The Settlement Administrator need only make one attempt to re-email any Summary Notices that are returned as undeliverable.

ii. All Class Members who did not make a claim shall receive an additional email reminder notice at least thirty days prior to the Claims Deadline. These reminder emails shall contain the same information as was contained in the original email notice.

iii. On or before the Notice Date, the Long Form Notice will be published on the Settlement Website, as specified in the Preliminary Approval Order and as set forth in the Declaration of the Settlement Administrator, attached hereto as **Exhibit E**.

54. The Internet URL address of the Settlement Website will be provided in the Long Form Notice and the Summary Notice.

VIII. REQUESTS FOR EXCLUSION, OPT-OUTS AND OBJECTIONS

55. Requests for Exclusion. Settlement Class Members may elect to opt out of the Settlement thereby relinquishing their rights to any benefits thereunder. The Notice shall include

a procedure for Settlement Class Members to exclude themselves from the Settlement Class by notifying the Settlement Administrator in writing of the intent to exclude himself or herself from the Settlement Class. Settlement Class Members who opt out of the Settlement will not release their claims pursuant to this Agreement. Such written notification must be postmarked no later than the Opt-Out Deadline as specified in the Notice. The written notification must include the individual's name and address; a statement that he or she wants to be excluded from the Settlement Class and the individual's signature. The notice of exclusion must also clearly manifest the individual's intent to be excluded from the Settlement Class. The Settlement Administrator shall provide Class Counsel and Defendant's counsel with copies of all opt-out notifications and a final list of all who have timely and validly excluded themselves from the Settlement Class, which Class Counsel may move to file under seal with the Court no later than 10 days prior to the Fairness Hearing. Any Settlement Class Member who does not timely and validly exclude himself or herself shall be bound by the terms of the Settlement. If over 150 valid opt-outs are received, Defendant shall have the sole option to withdraw from and terminate the Settlement Agreement in its entirety.

56. Objections: The Notice shall also include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for Attorneys' Fees and Expenses. Any written objection to the Settlement must be (i) submitted to the Court by filing the written objection through the Court's Case Management/Electronic Case Files ("CM/ECF") system or by mailing the written objection to the Clerk of Court or by filing the written objection in person at any location of the Court and (ii) mailed first class postage prepaid to Class Counsel and Defendant's counsel and filed or postmarked by no later than the Objection Deadline, as specified in the Notice. Any Settlement Class Member who does not timely and validly opt-out (per the foregoing section) or object to the Settlement shall be bound by the terms of the Settlement.

57. For an objection to be considered by the Court, the objection must also set forth:

i. the case name and number of the Action;

ii. the objector's full name, address, email address, and telephone number;

iii. an explanation of the basis upon which the objector claims to be a Settlement Class Member;

iv. all grounds for the objection, accompanied by any legal support for the objection;

v. 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;

vi. the identity of all counsel representing the objector who will appear at the Fairness Hearing;

vii. 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;

viii. a list of any persons who will be called to testify at the Fairness Hearing in support of the objection;

ix. a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and

x. the objector's signature on the written objection (an attorney's signature is not sufficient).

58. Within seven (7) days after the Notice Deadline, the Settlement Administrator shall provide Class Counsel and Defendant with one or more affidavits confirming that the Notice Program was completed in accordance with the terms of this Agreement, the Parties' instructions, and the Court's approval. Class Counsel shall file such affidavit(s) with the Court as an exhibit to or in conjunction with Settlement Class Representatives' motion for final approval of the Settlement.

IX. FAIRNESS HEARING, FINAL APPROVAL ORDER AND JUDGMENT

59. Settlement Class Representatives' motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Fairness Hearing will occur no earlier than one hundred twenty (120) days after Preliminary Approval is granted.

60. By no later than fourteen (14) days before the Objection Deadline, Plaintiffs shall file a motion for Final Approval of the Settlement and a motion for Attorneys' Fees and Expenses and for Service Award.

61. By no later than seven (7) days prior to the Fairness Hearing, the Parties shall file responses, if any, to any objections, and any replies in support of Final Approval of the Settlement and/or Class Counsel's application for Attorneys' Fees and Expenses and for Service Award.

62. At the Fairness Hearing, the Court will consider Settlement Class Representatives' motion for Final Approval of the Settlement and Class Counsel's application for Attorneys' Fees and Expenses and for Service Award. In the Court's discretion, the Court also may hear argument at the Fairness Hearing from any Settlement Class Members (or their counsel) who object to the Settlement or to the application for Attorneys' Fees and Expenses and for Service Award, provided the objectors filed timely objections that satisfy all of the requirements listed in Section VIII above.

63. At or following the Fairness Hearing, the Court will determine whether to enter the Final Order and Judgment granting Final Approval of the Settlement and whether to approve Class Counsel's request for Attorneys' Fees and Expenses and for Service Award.

64. The proposed Final Order and Judgment, in a form agreed upon by the Parties, shall, among other things:

i. Determine that the Settlement is fair, adequate, and reasonable;

ii. Finally certify the Settlement Class for settlement purposes only;

iii. Determine that the Notice provided satisfied Due Process requirements;

iv. Dismiss the Action with prejudice;

v. Bar and enjoin the Releasing Parties from asserting any of the Released Claims, including during the pendency of any appeal from the Final Approval Order;

vi. Release Defendant and the Released Parties from the Released Claims; and

vii. Reserve the Court's continuing and exclusive jurisdiction over Defendant and all Settlement Class Members (including all objectors) to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

X. SETTLEMENT ADMINISTRATION

65. The Settlement Administrator shall provide reports to Class Counsel and Defendant's counsel as to both claims and distributions whenever it deems appropriate, but no less than once every thirty (30) days. Class Counsel and Defendant's counsel have the right to review and obtain supporting documentation for those reports if they believe them to be inaccurate or inadequate.

66. Within thirty (30) days after the Settlement Administrator has received all Claims and performed a final determination as to the amount to be paid for all Claims, the Court has approved distribution of the settlement payments and benefits, and neither party maintains any challenge to payment of any Claim, the Settlement Administrator will notify Defendant in writing of the dollar amount necessary to pay all Claims. Defendant will submit such amount of cash and vouchers to the Settlement Administrator within thirty (30) days of such written notification, provided however, that Defendant shall not be required to submit such amount to the Settlement Administrator before 14 days after the Effective Date.

67. All Settlement Class Members who fail to submit a valid and timely Claim for any benefits hereunder within the time frames set forth herein (or such other period as may be ordered by the Court) shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein, and the Judgment.

68. No person shall have any claim against the Settlement Administrator, Released Persons, Class Counsel, Defendant, Defendant's Counsel, and/or the Settlement Class Representative based on distributions of benefits to Settlement Class Members.

XI. RELEASE

69. As of the Effective Date, the Releasing Parties, including Plaintiffs and each Settlement Class Member, each on behalf of themselves individually and on behalf of their respective present or past spouses, heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns, and/or anyone claiming through them or acting or purporting to act for them or on their behalf shall automatically be deemed to have fully and irrevocably released and forever discharged Defendant and each of its present and former parents, subsidiaries, successors, assigns, insurers, and subrogees, and the present and former directors, officers, employees, agents,

members, managers, attorneys, successors, assigns, insurers, and subrogees of each of them (collectively the "Released Parties"), of and from any claim, liability, right, demand, suit, matter, obligation, damage, including consequential damages, losses or costs, liquidated damages, statutory damages, punitive damages, attorneys' fees and costs, actions or causes of action of every kind and description, whether known or unknown, and whether in law, in equity, for administrative relief, or otherwise, that the Releasing Persons had, have, or may have against Defendant and/or the Released Persons that were or could have been alleged in the Action, or that are based upon the facts alleged in Plaintiffs' Complaint including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to the disclosure of Settlement Class Members' Private Information that are based upon, resulting from, or arising out of the use of Tracking Tools, the operation of Defendant's Websites or the Releasing Parties visits to or use of the Defendant's Websites.(the "Released Claims"). As part of the release, Plaintiffs and Settlement Class Members agree to waive (i) the provisions of California Civil Code § 1542, which provides that a general release does not extend to claims that the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor, and (ii) any law of any state or territory of the United States that is similar, comparable, or equivalent to California Civil Code § 1542.

70. For the avoidance of doubt, and without in any way limiting the preceding paragraph, the Released Claims include any claims that a Releasing Party may have under the law of any jurisdiction, including, without limitation, those arising under state or federal law of the United States; causes of action under the common or civil laws of any state in the United States, including but not limited to: unjust enrichment, negligence, breach of contract, breach of implied contract, breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, misrepresentation (whether fraudulent, negligent, or innocent), fraudulent concealment or nondisclosure, invasion of privacy, public disclosure of private facts, and misappropriation of likeness and identity; any causes of action based on privacy rights provided for under the constitutions of the United States or of any states in the United States; and also including, but not limited to, any and all claims in any state or federal court of the United States, for damages, injunctive relief, restitution, disgorgement, declaratory relief, equitable relief, attorneys' fees and expenses, pre-judgment interest, credit or financial account monitoring services, identity theft insurance, the creation of a fund for future damages, statutory penalties, restitution, the appointment of a receiver, and any other form of relief. The Released Claims do not include any claims arising from or relating to any conduct by Defendant after the Effective Date.

71. As of the Effective Date, the Releasing Parties will be deemed to have completely released and forever discharged the Released Parties and Class Counsel from and for any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, costs, attorneys' fees, losses, expenses, obligations, or demands, of any kind whatsoever, whether known or unknown, existing or potential, or suspected or unsuspected, whether raised by claim, counterclaim, setoff, or otherwise, including any known or unknown claims, which they have or may claim now or in the future to have, relating to the institution, prosecution, or settlement of the Action.

72. This Agreement shall be the sole and exclusive remedy for any and all Released Claims of the Settlement Class Members. Upon entry of the Final Judgment, the Releasing Parties shall be enjoined from prosecuting any claim they have released in the preceding paragraphs in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this section.

XII. ATTORNEYS' FEES AND SERVICE AWARDS

73. Service Award. Further to the provisions herein, Class Counsel will ask the Court to approve, and Defendant will not oppose, a service award not to exceed $2,500.00 for Matthew Marden and W.M.F, intended to compensate them for their efforts in the Action and commitment on behalf of the Settlement Class. The application for the Service Award will be filed no later than 14 days before the Objection Deadline.

74. Payment of the Service Award. The payment of the Service Award shall be made by the Settlement Administrator to the Settlement Class Representative within seven (7) days of the Effective Date. After the Service Award has been wired from the Administrator's trust account, Settlement Class Counsel shall be solely responsible for allocating such Service Award and issuing any documentation required for tax purposes, and Defendant and the Settlement Administrator shall have no responsibility for distribution of the Service Award to the Settlement Class Representative.

75. Attorneys' Fees and Expenses. Settlement Class Counsel will make their application for Attorneys' Fees and Expenses no later than fourteen (14) days before the Objection Deadline. Settlement Class Counsel agree not to seek an award of Attorneys' Fees and Expenses more than $750,000.00, and in no event will Defendant be required to pay Class Counsel more than $750,000.00. Defendant agrees not to oppose the request if the total amount requested does not exceed $750,000.00.

76. The payment of the Attorneys' Fees and Expenses shall be made via wire to Settlement Class Counsel within fourteen (14) days of the Effective Date pursuant to the payment instructions provide by Settlement Class Counsel to Settlement Administrator and Defendant. Settlement Class Counsel shall be solely responsible for allocating such Attorneys' Fees and Expenses and Defendant and the Settlement Administrator shall have no responsibility for the allocation of Attorneys' Fees and Expenses.

77. In the event the Court declines to approve, in whole or in part, the payment of Attorneys' Fees and Expenses or Service Award in the amounts that Class Counsel requests, the remaining provisions of this Agreement shall remain in full force and effect. The finality or effectiveness of the Settlement will not be dependent on the Court awarding Class Counsel any particular amount on their fee request or to Class Representative the Service Award and shall not alter the Effective Date. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amount(s) of Attorneys' Fees and Expenses or Service Award shall constitute grounds for cancellation of, termination of, or withdrawal from this Agreement.

XIII. NO ADMISSION OF LIABILITY

78. Class Counsel and Settlement Class Representative believe that the claims asserted in the Action have merit and they have examined and considered the benefits to be obtained under the proposed Settlement set forth in this Agreement; the likelihood that Settlement Class Members would not pursue individual litigation to protect their privacy interests and to seek redress for violations of their interests, particularly considering the costs of pursuing such litigation; the risks associated with the continued prosecution of this complex, costly, and time-consuming litigation, including certification of a class and upholding certification on appeal; the delay in providing benefits to the class in the event that this litigation was not settled; and the likelihood of success on the merits of the Action. Class Counsel and Settlement Class Representative have concluded that the proposed Settlement set forth in this Agreement is fair, adequate, reasonable, and in the best interests of the Settlement Class Members.

79. The Parties understand and acknowledge that this Agreement constitutes a settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made, or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

80. Defendant disputes the claims alleged in the Action and does not, by this Agreement or otherwise, admit any liability or wrongdoing of any kind. Defendant has agreed to enter into this Agreement solely to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

81. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be, or may be used as, an admission of, or evidence of, the validity of any claim made by Settlement Class Representative or Settlement Class Members, or of any claims, rights, objections, and defenses, including objections to jurisdiction, of the Released Parties; or (b) is or may be deemed to be, or may be used as, an admission of, or evidence of, any fault or omission, or wrongdoing or liability, of any of the Released Parties, in the Action or in any proceeding in any court, administrative agency or other tribunal.

XIV. TERMINATION OF THIS SETTLEMENT AGREEMENT

82. Each Party shall have the right to terminate this Settlement Agreement if:

i. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to **Exhibit X** hereto), and the Parties are unable to modify the Settlement in a manner to obtain and maintain preliminary approval;

ii. The Court denies final approval of this Settlement Agreement;

iii. The Final Approval Order and Judgment does not become Final by reason of a

higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein; or

iv. The Effective Date does not occur because the entry of an order by any court would require either material modification or termination of the Agreement.

83. In addition to the grounds set forth above, and as set forth in Paragraph 57, Defendant shall have the sole option to withdraw from and terminate this Settlement in its entirety in the event that 150 or more of Settlement Class Members submit timely and valid Requests for Exclusion on the grounds that exclusion at that level threatens to frustrate the essential purpose of this Settlement Agreement..

84. If a Party elects to terminate this Settlement Agreement under this Section XIV, that Party must provide written notice to the other Party's counsel by hand delivery, mail, or email (with read receipt) within ten (10) Business Days of the occurrence of the condition permitting termination.

85. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

86. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, any Preliminary Approval Order, and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective statuses in the Action as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including any Preliminary Approval Order), will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding.

87. If the Court does not approve the Settlement or the Effective Date does not occur for any reason, Defendant shall retain all its rights and defenses in the Action. For example, Defendant shall have the right to move to compel arbitration, object to the maintenance of the Action as a class action, to move for summary judgment, and to assert defenses at trial. Nothing in this Settlement Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action, or for any other purpose.

XV. MISCELLANEOUS PROVISIONS

88. Recitals. The Parties agree that the recitals are contractual in nature and form a material part of this Agreement.

89. Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and to the singular shall also mean the plural whenever the context so indicates.

90. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Releasing Parties and the Released Parties.

91. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, to defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

92. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

93. Extensions of Time. The Parties reserve the right, subject to the Court's approval, to agree to any reasonable extensions of time that might be necessary to carry out any of the provisions of this Agreement.

94. Integration. This Agreement (along with any Exhibits attached hereto) constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.

95. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

96. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Nevada, without regard to the principles thereof regarding choice of law.

97. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted by facsimile or through email of an Adobe PDF shall be deemed an original.

98. Jurisdiction. The Court shall retain jurisdiction over the interpretation, implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice Program and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose.

99. Notices.

All notices to Class Counsel provided for herein shall be sent by overnight mail to:

David S. Almeida
Almeida Law Group LLC
849 W. Webster Avenue
Chicago, Illinois 60614

Nicholas A. Migliaccio
Migliaccio & Rathod LLP
412 H Street NE
Washington, DC 20002

All notices to Defendant provided for herein shall be sent by overnight mail and email to:

Tammy Webb
Shook, Hardy & Bacon LLP
555 Mission Street, Suite 2300
San Francisco, CA 94105
tawebb@shb.com

Daniel Rohner
Shook, Hardy & Bacon LLP
1660 17th Street, Suite 450
Denver, CO 80202
drohner@shb.com

100. The notice recipients and addresses designated above may be changed by written notice. Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of objections, requests for exclusion, or other filings received as a result of the Notice Program.

101. Authority. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

102. No Construction Against Drafter. This Agreement shall be deemed to have been drafted by the Parties and any rule that a document shall be interpreted against the drafter shall not apply to this Agreement.

103. Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this document.

104. Nothing in this Agreement, regardless of any language contained otherwise herein, shall be construed to restrict Plaintiffs' Counsel's right to practice law in contravention of the laws, ethical rules or rules of professional conduct of any U.S. state or the District of Columbia including but not limited to D.C. Rule 5.6(b) which prohibits lawyers from making "an agreement in which a lawyer's right to practice is part of the settlement of a controversy between the parties."

IN WITNESS WHEREOF, the Parties hereto, and intending to be legally bound hereby, have duly executed this Agreement as of the date first set forth above.

Table of Deadlines

Notice Deadline	30 days after entry of Preliminary Approval Order
Claims Deadline	75 days after Notice Deadline
Objection Deadline	75 days after Notice Deadline
Opt-Out Deadline	75 days after Notice Deadline
Provide Notice	Within 10 days after Preliminary Approval Order, completed by Notice Deadline
Fairness Hearing	No earlier than 120 days after Preliminary Approval
Motion for Final Approval	14 days after Objection Deadline
Responses to Objections	7 days prior to Fairness Hearing
Defendant Notified of Claim Amount	30 days after final claim determination
Defendant Submits Claim Amount	30 days after notification
Attorney Fee Application	14 days before Objection Deadline

[***REMAINDER OF PAGE INTENTIONALLY BLANK***]

AGREED TO AND ACCEPTED:

Matthew Marden

04 / 29 / 2025
Date

William Michael Fernandes

04 / 29 / 2025
Date

LifeMD, Inc.

Date

ALMEIDA LAW GROUP LLC
Counsel for Representative Plaintiffs and the Proposed Settlement Class

04/29/2025
Date

Nicholas Migliaccio

MIGLIACCIO & RATHOD LLP
Counsel for Representative Plaintiffs and the Proposed Settlement Class

04 / 30 / 2025
Date

SHOOK, HARDY & BACON LLP
Counsel for Defendant LifeMD, Inc.

Date

AGREED TO AND ACCEPTED:

Matthew Marden — Date

William Michael Fernandes — Date

LifeMD, Inc. — 04/29/2025 — Date

ALMEIDA LAW GROUP LLC — 04/29/2025 — Date
Counsel for Representative Plaintiffs and the Proposed Settlement Class

MIGLIACCIO & RATHOD LLP — Date
Counsel for Representative Plaintiffs and the Proposed Settlement Class

Daniel E. Rohner — 4/29/2025

SHOOK, HARDY & BACON LLP — Date
Counsel for Defendant LifeMD, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

W.M.F. & Matthew Marden v. LifeMD, Inc.
Case No. A-24-906800-C (District Court, Clark County, Nevada)

IF YOU ARE A UNITED STATES RESIDENT AND ARE OR WERE A MEMBER OF LIFEMD OR REXMD OR ORDERED OR PURCHASED PRODUCTS FROM LIFEMD OR REXMD, YOU MAY BE ENTITLED TO BENEFITS IN A CLASS ACTION SETTLEMENT.

A settlement has been proposed to end a class action lawsuit against LifeMD, Inc., which also does business as REX MD (hereinafter "Defendant" or "LifeMD" or "RexMD"). The lawsuit alleges that Defendant installed tracking technologies, including pixels ("Tracking Tools") on its websites, including but not limited to https://rexmd.com/ and https://lifemd.com/ ("Websites") and that those Tracking Tools potentially disclosed individually identifiable health information ("IIHI") and protected health information ("PHI") (referred to herein collectively as "Private Information") of visitors to and users of ("Class Members") its Websites to unauthorized third parties including, but not limited to, Meta Platforms, Inc. d/b/a Meta (referred to herein as "Facebook"), Google LLC and TikTok Inc. LifeMD denies that it did anything wrong or that any IIHI or PHI was actually disclosed to third-parties, and the Settlement is not an admission of wrongdoing by LifeMD and does not imply that there has been, or would be, any finding that LifeMD violated the law. Further, the Court overseeing the Action has not determined that LifeMD did anything wrong.

Who is a Settlement Class Member? You are a Settlement Class Member if you are an individual residing in the United States that is or was a member of LifeMD or RexMD or who ordered or purchased products from LifeMD or RexMD through the effective date of this Settlement Agreement and whose Private Information was allegedly disclosed to a third party through the use of Tracking Tools on Defendant's Websites.

What Are the Settlement Class Member Benefits? Settlement Class Members who file a valid and timely Claim Form are eligible to receive one of **either** (1) a $10 cash payment **or** (2) a $25 voucher for the purchase of Defendant's services or products. More information, including a copy of the Settlement Agreement, is available at [Settlement Website].

How To Get Benefits? The only way to receive benefits is to file a claim. To file your claim online or to get a paper Claim Form, visit the website at www.SettlementWebsite.com or call [Toll Free Number]. To be eligible, you must complete and submit a valid Claim Form, postmarked or submitted online, on or before [Claims Deadline].

Your Other Options? If you do nothing, you will remain in the class, you will not be eligible for benefits, and you will be bound by the decisions of the Court and give up your rights to sue

Defendant for the claims resolved by this settlement. If you do not want to be legally bound by the settlement, you must exclude yourself by [Exclusion Deadline]. If you stay in the settlement, you may object to it by [Objection Deadline]. A more detailed notice is available to explain how to exclude yourself or object. Please visit the [Settlement Website] or call [Toll Free Number] for a copy of the more detailed notice.

The Final Fairness Hearing? The Court has scheduled a hearing in this case (*W.M.F. & Matthew Marden v. LifeMD, Inc.*, Case No. A-24-906800-C (District Court, Clark County, Nevada) for **[Fairness Hearing Date and Time]**, to consider: whether to approve the settlement, service award, attorneys' fees and expenses, as well as any objections. You or your attorney may attend and ask to appear at the hearing, but you are not required to do so.

More Information. Complete information about your rights and options, as well as the Claim Form, the Long Notice, and Settlement Agreement, are available at [Settlement Website] or by calling toll free [Toll Free Number].

EXHIBIT B

District Court of Clark County, Nevada

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

W.M.F. & Matthew Marden v. LifeMD, Inc., Case No. A-24-906800-C

IF YOU ARE A UNITED STATES RESIDENT AND ARE OR WERE A MEMBER OF LIFEMD OR REXMD OR ORDERED OR PURCHASED PRODUCTS FROM LIFEMD OR REXMD, YOU MAY BE ENTITLED TO BENEFITS IN A CLASS ACTION SETTLEMENT.

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

THIS IS A NOTICE OF A SETTLEMENT OF A CLASS ACTION LAWSUIT.
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.
YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING.

PLEASE READ THIS NOTICE CAREFULLY.

- A settlement has been proposed to end a class action lawsuit against LifeMD, Inc., doing business as REX MD (hereinafter "Defendant" or "LifeMD" or "RexMD"). The lawsuit alleges that Defendant installed tracking technologies, including pixels ("Tracking Tools") on its websites, including but not limited to https://rexmd.com/ and https://lifemd.com/ ("Websites") and that those Tracking Tools potentially disclosed individually identifiable health information ("IIHI") and protected health information ("PHI") (referred to herein collectively as "Private Information") of visitors to and users of ("Class Members") its Websites to unauthorized third parties including, but not limited to, Meta Platforms, Inc. d/b/a Meta (referred to herein as "Facebook"), Google LLC and TikTok Inc.. While LifeMD denies the allegations, the parties in the lawsuit have agreed to settle the lawsuit to resolve the claims of a Settlement Class defined as follows:

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

- The Court has scheduled a final approval hearing for [Fairness Hearing Date] at XX:XX A.M. If the settlement is approved and becomes final, you will receive settlement benefits only if (1) you are a member of the Settlement Class and (2) you submit a valid claim form before [Claims Deadline]. Even if you do not submit a claim form, your rights will be affected if you are a member of the Settlement Class and you do not exclude yourself from the settlement. Read below or call [Toll Free Number] for more information.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM: **Deadline: [Claims Deadline]**	If you submit a Claim Form by **[Claims Deadline]**, you **may** receive a $10.00 cash payment **or** a $25.00 voucher for Defendant's services or products as detailed in Response #7. You must timely submit a Claim Form either via U.S. mail or online to receive Settlement benefits under this Settlement.

EXCLUDE YOURSELF FROM THE SETTLEMENT **Deadline: [Exclusion Deadline]**	You will receive no benefits, but you will retain any legal claims you may have against LifeMD.
OBJECT TO THE SETTLEMENT **Deadline: [Objection Deadline]**	Write the Court, Class Counsel and Defense Counsel with reasons why you do not agree with the Settlement.
GO TO THE FAIRNESS HEARING **[Fairness Hearing Date]**	If you do not exclude yourself from the Settlement, you may ask to speak in Court about the fairness of the Settlement. You do not need to attend the hearing to receive Settlement benefits.
DO NOTHING	**Stay in this lawsuit. Get no benefit. Give up certain rights.** By doing nothing, you will not get a benefit from the Settlement. But, you will give up any right to sue LifeMD separately about the same legal claims in this lawsuit.

1. What is this Notice?

This is a Court-authorized Notice of a proposed Settlement of a class action, *W.M.F. & Matthew Marden v. LifeMD, Inc*., Case No. A-24-906800-C, filed in the District Court of Clark County, Nevada . The individuals who sued are called the "Plaintiffs" or "Settlement Class Representatives" and the company they sued, LifeMD, Inc., doing business as REX MD, is known as the "Defendant", "LifeMD", or "RexMD" in this case.

The Court has certified the Settlement Class (defined below in Response #6) and has granted preliminary approval of the Settlement Agreement. This Notice explains the nature of the class action lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of Settlement Class Members. Please read the instructions and explanations below carefully so that you can better understand your legal rights.

2. Why did I receive a Notice?

You may have received a Notice because you were identified as a resident of the United States that is or was a member of LifeMD or RexMD or who ordered or purchased products from LifeMD or RexMD through the effective date of this Settlement Agreement and whose Private Information was allegedly disclosed to a third party through the use of Tracking Tools on Defendant's Websites.

3. What is this lawsuit about?

Plaintiffs allege that Defendant installed tracking technologies, including pixels ("Tracking Tools") on its

websites, including but not limited to https://rexmd.com/ and https://lifemd.com/ ("Websites") and that those Tracking Tools potentially disclosed individually identifiable health information ("IIHI") and protected health information ("PHI") (referred to herein collectively as "Private Information") of visitors to and users of ("Class Members") its Website to unauthorized third parties including, but not limited to, Meta Platforms, Inc. d/b/a Meta (referred to herein as "Facebook"), Google LLC and TikTok Inc. Plaintiffs allege that Defendant's implementation and usage of such Tracking Tools allegedly resulted in the invasion of Plaintiffs' and Settlement Class Members' privacy and other alleged common law and statutory violations. Defendant has denied and continues to deny each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or which could have been asserted in this Action. Further, the Court overseeing the Action has not determined that LifeMD did anything wrong.

4. Why is this a class action?

A class action is a lawsuit in which an individual called a "Class Representative" brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a "Settlement Class" or "Settlement Class Members." When a class action is settled, the settlement, which must be approved by the Court, resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement.

5. Why is there a Settlement?

To avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, the Parties reached a Settlement that resolves all claims brought on behalf of the Settlement Class. If finally approved by the Court, the Settlement Agreement requires Defendant to provide compensation to certain Settlement Class Members who submit valid and timely Claim Forms. The Settlement is not an admission of wrongdoing by Defendant.

The Court overseeing this litigation must give final approval to the Settlement Agreement before it can become effective. The Court has preliminarily approved the Settlement Agreement so that Settlement Class Members may be given notice and the opportunity to exclude themselves from the Settlement Class or to voice their support for or opposition to final approval of the Settlement Agreement. If the Court does not finally approve the Settlement Agreement, or if it is terminated by the Parties, then the Settlement Agreement will be void, and the litigation will proceed as if there had been no Settlement.

6. How do I know if I am a part of the Settlement?

You are a Settlement Class Member if you are an individual residing in the United States that is or was a member of LifeMD or RexMD or who ordered or purchased products from LifeMD or RexMD through the effective date of this Settlement Agreement and whose Private Information was allegedly disclosed to a third party through the use of Tracking Tools on Defendant's Websites.

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

YOUR BENEFITS UNDER THE SETTLEMENT

7. What can I get from the Settlement?

Settlement Benefits. Settlement Class Members who submit a valid, complete, and timely Claim Form are eligible to receive one of **either** (1) a $10 cash payment **or** (2) a $25 voucher for the purchase of any of Defendant's services or products

Voucher payment shall be sent via email and shall remain valid for two years from the date of issuance. Vouchers may be used by their recipient or transferred to another party. Vouchers may be used towards the purchase of any product or service described in the Notice that is offered by Defendant.

Business Practice Changes. Defendant agrees to implement a third-party consent service to enhance consent management on its Website for no less than two years from the Effective Date. Costs associated with these business practice changes will be paid by Defendant.

*****To receive Settlement benefits, you must submit a Claim Form by [Claims Deadline]*****

8. How do I get a payment?

Complete a Claim Form by [Claims Deadline]. This is the only way to get a benefit from the Settlement. Settlement Class Members who qualify for cash compensation may choose to receive electronic payments or paper checks.

Once completed, the Claim Form can be submitted electronically on the Settlement Website, [Settlement Website], or printed and mailed to the following address:

LifeMD Settlement Administrator
PO Box XXXX
Baton Rouge, LA 70821

Mailed Claim Forms must be postmarked by [Claims Deadline]. Each Settlement Class Member is entitled to submit only one claim form. If you submit a Claim Form through the Settlement Website, please do not submit a duplicate Claim Form by mail, and vice versa. Duplicate Claim Forms will be rejected.

9. When will I receive the benefits?

If you timely submit a valid Claim Form for Settlement benefits and the Settlement is finally approved, you will receive a benefit in the amount approved by the Settlement Administrator after the Settlement Administrator

processes your Claim Form. You will receive any benefit after the Settlement is final and has become effective.

10. What am I giving up if I remain in the Settlement?

By staying in the Settlement Class, all the Court's orders will apply to you and will bind you. You also give Defendant a "release," which means you cannot sue or be part of any other lawsuit or other legal action against Defendant about or arising from the claims or issues in this lawsuit and as detailed in the Settlement Agreement.

The precise terms of the release are in the Settlement Agreement, which is available in the Documents section of the Settlement Website. Unless you formally exclude yourself from this settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class or you are welcome to talk to any other lawyer of your choosing at your own expense.

11. What happens if I do nothing at all?

By doing nothing, you are staying in the Settlement Class, but you are giving up the ability to get a benefit from the Settlement. To receive a benefit you must submit a Claim Form by [Claims Deadline]. By doing nothing or submitting a Claim Form, you are choosing to stay in the Settlement Class and, if the Settlement becomes final, you give up any right to sue the Defendant separately about the same issues in this lawsuit. See Response #10.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to remain in the Settlement, but you want to preserve your legal claims against Defendant, then you must take steps to exclude yourself from this Settlement.

12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send an opt-out request by mail stating that you want to be excluded from *W.M.F. & Matthew Marden v. LifeMD, Inc.,* Case No. A-24-906800-C, to the Settlement Administrator. Your opt-out request must include: (1) your full name and address; (2) a statement that you want to be excluded from the Settlement Class; and (3) your signature. You must mail your opt-out request, **postmarked no later than [Exclusion Deadline]** to:

LifeMD Settlement Administrator
PO Box XXXX
Baton Rouge, LA 70821

13. If I exclude myself, do I still receive benefits from this Settlement?

No, if you submit an exclusion request, you will not receive anything from the Settlement, but you retain your right to sue Defendant over the claims raised in the Action.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement, or some part of it, and the Court will consider your views. In order to object to the Settlement, you must submit a written objection (such as a letter or legal brief) stating that you object and the reasons why you think the Court should not approve some or all of the Settlement. Your objection must include: (i) the case name and number of the Action; (ii) the objector's full name, address, email address, and telephone number; (iii) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (iv) all grounds for the objection, accompanied by any legal support for the objection; (v) 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; (vi) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (vii) 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; (viii) a list of any persons who will be called to testify at the Fairness Hearing in support of the objection; (ix) a list of any persons who will be called to testify at the Fairness Hearing in support of the objection; and (x) the objector's signature on the written objection (an attorney's signature is not sufficient). If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your attorney.

If you file an objection, you may still receive benefits under the Settlement so long as you timely file a valid claim. Any written objection to the Settlement must be (i) submitted to the Court by filing the written objection through the Court's Case Management/Electronic Case Files ("CM/ECF") system or by mailing the written objection to the Clerk of Court or by filing the written objection in person at any location of the Court and (ii) mailed first class postage prepaid to Class Counsel and Defendant's counsel and filed or postmarked by **no later than the [Objection Deadline]**.

Plaintiffs Counsel	**Defense Counsel**	**Clerk of Court**
David S. Almeida Almeida Law Group LLC 849 W. Webster Avenue Chicago, Illinois 60614 and Nicholas A. Migliaccio Migliaccio & Rathod LLP 412 H Street NE Washington, DC 20002	Tammy Webb Shook, Hardy & Bacon LLP 555 Mission Street, Suite 2300 San Francisco, CA 94105 and Daniel Rohner Shook, Hardy & Bacon LLP 1660 17th Street, Suite 450 Denver, CO 80202	Clark County Clerk of Court 601 North Pecos Road 1st Floor Las Vegas, Nevada 89101

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

15. Do I have a lawyer in this case?

The Court has appointed David S. Almeida of Almeida Law Group LLC and Nicholas A. Migliaccio and Jason Rathod of Migliaccio & Rathod LLP to represent the Settlement Class as Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers for the Settlement Class be paid?

Settlement Class Counsel will ask the Court to approve an Attorneys' Fee and Expense award of no more than $750,000.00. Settlement Class Counsel will also request a service award of $2,500.00 for each Class Representative. Defendant will pay the Court-approved Attorneys' Fees and Service Awards separately from the Settlement benefits for the Settlement Class described above.

The Application for Attorneys' Fees and Expenses and Service Awards will be posted on the Settlement Website after it is filed.

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant Final Approval of the Settlement. You may attend if you wish, but you are not required to do so.

17. Where and when is the Fairness Hearing?

The Court has already preliminarily approved the Settlement Agreement. The Court will hold the Fairness Hearing on **[Fairness Hearing Date]** in the courtroom of the Honorable [Judge], Courtroom [Room Number], which is located in the courthouse at [Courtroom Address]. The purpose of the hearing will be for the Court to: (a) enter the Final Approval Order and Final Judgment and dismissing the Action with prejudice; (b) determine whether the Settlement should be approved as fair, reasonable, and adequate; (c) rule upon an application for the Service Award by the Plaintiff; (d) rule upon an application by Settlement Class Counsel for Attorneys' Fees and Expenses; and (e) enter any final order awarding Attorneys' Fees and Expenses and Service Award.

YOU ARE **NOT** REQUIRED TO ATTEND THE FAIRNESS HEARING TO RECEIVE BENEFITS FROM THIS SETTLEMENT.

Please be aware that the hearing may be postponed to a later date without notice.

18. May I speak at the hearing?

If you are a Settlement Class Member and have not opted out of the Settlement, you may ask the Court for permission to speak at the Fairness Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

GETTING MORE INFORMATION – CONTACT:

This Notice only provides a summary of the proposed settlement. Complete details about the Settlement can be found in the Settlement Agreement available on the Settlement Website.

[Settlement Website]

If you have any questions or need to change your address, you can contact the Settlement Administrator online at [Settlement Website] or by mail at:

LifeMD Settlement Administrator
PO Box XXXX
Baton Rouge, LA 70821

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF COURT, THE JUDGE, OR DEFENDANT'S COUNSEL.

EXHIBIT C

LifeMD Settlement Administrator
PO Box XXXX
Baton Rouge, LA, 70821

Your Claim Form Must Be Submitted On or Before [Claims Deadline]

W.M.F. & Matthew Marden v. LifeMD, Inc.

District Court of Clark County, Nevada
(Case No. A-24-906800-C)

Claim Form

This Claim Form should be filled out online or submitted by mail if you are an individual residing in the United States that is or was a member of LifeMD or RexMD or who ordered or purchased products from LifeMD or RexMD through the effective date of this Settlement Agreement and whose Private Information was allegedly disclosed to a third party through the use of Tracking Tools on Defendant's Websites. Settlement Class Members who file a valid and timely Claim Form are eligible to receive one of the following: (i) $10 in cash or (ii) $25 voucher for Defendant's services or products as detailed in the Notice. You may get a Settlement benefit if you timely fill out and submit this claim form, if the Settlement is approved, and if you are found to be eligible for a Settlement benefit.

The settlement notice describes your legal rights and options. Please visit the official Settlement Website, [Settlement Website], or call [Toll-Free Number] for more information.

If you wish to submit a claim for a Settlement benefit, you need to provide the information requested below. Please print clearly in blue or black ink. This Claim Form must be mailed and postmarked by **[Claims Deadline]**.

TO RECEIVE BENEFITS FROM THIS SETTLEMENT, YOU MUST PROVIDE ALL OF THE REQUIRED INFORMATION BELOW AND YOU MUST SIGN THIS CLAIM FORM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND IS NOT BEING FILED ONLINE. YOU MAY ALSO FILE YOUR CLAIM ONLINE AT [SETTLEMENT WEBSITE].

1. CLASS MEMBER INFORMATION

First Name* _____ Middle Initial _____

Last Name* _____ Suffix _____

Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number)* _____

City* _____ State* _____ Zip Code* _____

Current Email Address* _____

Current Phone Number ___ - ___ - ____ Settlement Claim ID* _____ - _____

Your Settlement Claim ID is included in the notice you received by email. If you received notice by mail, your claim ID is printed on the notice. If you no longer have your notice, contact the Settlement Administrator at [Toll-Free Number].

2. PAYMENT ELIGIBILITY INFORMATION

Please review the notice and Settlement Agreement for more information on who is eligible for a payment and the nature of the benefits that can be claimed.

Please provide as much information as you can to help us determine if you are entitled to a settlement benefit.

PLEASE PROVIDE THE INFORMATION LISTED BELOW:
Check the box for **either** (i) $10 in cash **or** (ii) $25 voucher for Defendant's services or products as detailed in the Notice.

☐ **I would like to make a claim for $10 in cash.**

☐ **I would like to make a claim for a $25 voucher for Defendant's services or products as detailed in the Notice, and would like the credit applied to (Check ONE of the boxes below):**

Product Brand: ☐ **LifeMD** ☐ **RexMD**

3. SIGN AND DATE YOUR CLAIM FORM

I declare under penalty of perjury under the laws of the United States and the laws of my State of residence that the information supplied in this claim form is true and correct to the best of my recollection, and that this form was executed on the date set forth below. I understand that I may be asked by the Settlement Administrator to provide supplemental information before my claim will be considered complete and valid.

Signature	Printed Name	Date

4. REMINDER CHECKLIST

1. Keep copies of the completed Claim Form and documentation for your own records.

2. If your address changes or you need to make a correction to the address on this claim form, please visit the Settlement Website at [Settlement Website] and complete the Update Contact Information form or send written notification of your new address. Make sure to include your Settlement Claim ID and your phone number in case the Settlement Administrator needs to contact you in order to complete your request.

3. If you need to supplement your claim submission with additional documentation, please visit the Settlement Website at [Settlement Website] and provide these documents by completing the Secure Contact Form.

4. For more information, please visit the Settlement Website at [Settlement Website] or call the Settlement Administrator at [Toll-Free Number]. Please do not call the Court or the Clerk of the Court.

EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. To be effective, the written request for exclusion must contain the individual's full name and address; a statement that he or she wants to be excluded from the Settlement Class; and

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 _____, 2025, at ___:_____, 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:

A. Whether the proposed Settlement is fundamentally fair, reasonable, adequate, and in the best interest of the Settlement Class Members and should be approved by the Court;

B. Whether the Final Judgment and Order of Dismissal with Prejudice, as provided under the Settlement Agreement, should be entered, dismissing the Action with prejudice and releasing the Released Claims against Released Parties;

C. To discuss and review other issues as this Honorable Court deems appropriate.

18. Attendance at the Final Approval Hearing is not necessary. Settlement Class Members need not appear at the hearing or take any other action to indicate their approval of the proposed Settlement. Settlement Class Members wishing to be heard are, however, required to indicate in their written objection whether they intend to appear at the Final Approval Hearing.

19. MISCELLANEOUS PROVISIONS: The Settlement Agreement and this Order shall be null and void if any of the following occur:

A. The Court rejects, in any material respect, the Final Judgment and Order of Dismissal with Prejudice substantially in the form and content attached to the Settlement Agreement and/or the Parties fail to consent to the entry of another form thereof;

B. The Court rejects any material component of the Settlement Agreement and the Parties are unable to modify the Settlement in a manner to obtain and maintain preliminary approval;

C. The Court denies final approval of this Settlement Agreement;

D. The Final Approval Order and Judgment does not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein; or

E. The Effective Date does not occur because the entry of an order by any court would require either material modification or termination of the Settlement Agreement.

20. If the Settlement Agreement and this Order are voided, then the Settlement Agreement shall have no force and effect and the Parties' rights and defenses shall be restored, without

prejudice, to their respective positions as if the Settlement Agreement had never been executed and this order never entered.

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

A. The Settlement Class Members are so numerous that joinder of all of them in the Action would be impracticable;

B. There are questions of law and fact common to the Settlement Class Members, which predominate over any individual questions;

C. The claims of Plaintiffs are typical of the claims of the Settlement Class Members;

D. Plaintiffs and Settlement Class Counsel fairly and adequately represent and protect the interests of all the Settlement Class Members; and

E. Class treatment of these claims will be efficient and manageable, thereby achieving an appreciable measure of judicial economy, and a class action is superior to other available methods for a fair and efficient adjudication of this controversy.

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

DATED this _____ day of _____, 20___.

IT IS SO ORDERED:

_____
Hon. Jennifer Schwartz
Eighth Judicial District Court, Dept. 17

EXHIBIT E

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

W.M.F. and MATTHEW MARDEN, *individually and on behalf of all others similarly situated*, Plaintiffs, vs. LifeMD, Inc., a Delaware corporation, Defendant.	Case No. A-24-906800-C Dept. No.: 17 **DECLARATION OF RYAN ALDRIDGE REGARDING PROPOSED NOTICE PLAN AND ADMINISTRATION**

I, Ryan Aldridge, hereby declare and state as follows:

1. I am a Partner at the proposed Settlement Administrator, Eisner Advisory Group, LLC ("EAG"), a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. Courts have consistently acknowledged both the credibility of our team (curriculum vitae attached hereto as **Exhibit A**) and the effectiveness of our class action notice plans. We were asked by Settlement Class Counsel to review and execute the proposed Notice Plan in the above-referenced matter (the "Action")[1]. The following statements are based on my personal knowledge as well as information provided by other experienced employees working under my supervision.

2. We have undertaken the creation and execution of notice plans, along with the administration

[1] All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

of diverse class action and mass action settlements. Our expertise extends across a wide array of subject matters, encompassing but not limited to data privacy, products liability, consumer rights, mass tort, antitrust, insurance, and healthcare. The accomplished members of our team possess extensive experience in the design and implementation of notice procedures involving various aspects of class certification and settlement programs.

OVERVIEW

3. Based on our review of the Settlement Agreement, the Settlement Class is defined as follows:

> All persons residing in the United States that are or were members of LifeMD or RexMD or who ordered or purchased products from LifeMD or RexMD through the effective date of this Settlement Agreement and whose Private Information was allegedly disclosed to a third party through the use of Tracking Tools on Defendant's Websites. Based on information provided by Defendant, the number of affected persons through the date of this Settlement Agreement is approximately 835,159 individuals.

Excluded from the Settlement Class are (i) Defendant or any related entities and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class and (iii) any members of the judiciary who are or have presided over the instant Action and members of their families and staffs.

4. This Declaration will describe the Notice Plan ("Notice Plan") proposed in this Action, which includes direct notice and has been designed using methods accepted by the courts.

PROPOSED NOTICE PLAN

5. Class Counsel has informed us that the estimated total size of the Settlement Class is approximately 835,159 individuals. In order to obtain the pertinent contact details of Class Members, it has been communicated that upon preliminary approval of the Settlement Agreement, Defendant will furnish a list of all records comprising, to the extent available, the names, addresses, most recent e-mail addresses, and other contact information associated with each Settlement Class Member (the "Class Notice List").

6. The proposed Notice Plan provides that the Summary Notice be sent via e-mail to all such Settlement Class Members for whom Defendant can ascertain an email address from its records with reasonable effort.

Direct E-Mail Notice

7. The Summary Notice, attached as Exhibit A of the Settlement Agreement, will be formatted for e-mail distribution ("E-mail Notice") and created using embedded html text format presenting a user-friendly and easily readable layout that avoids the inclusion of tables, graphs or other elements that may increase the likelihood of the e-mail landing in SPAM folders or being blocked by Internet Service Providers ("ISP" or "ISPs"). Additionally, we are committed to adhering to email industry best practices, incorporating essential elements such as "unsubscribe" links, Administrator contact information, and maintaining multiple IP addresses with strong sender reputations.[2]

8. To safeguard the integrity and optimize the deliverability of the E-mail Notice, all e-mails undergo a hygiene and verification process. This process entails deduplication, syntax validation, detection and correction of misspelled domains, domain validation, and risk validation. E-mails that pass the hygiene and verification process will be batched into small groups and sent over multiple days to decrease the likelihood of being erroneously flagged as bulk junk e-mail. We will monitor and report to the Parties all e-mail delivery attempts. In instances where an e-mail is returned as undeliverable, commonly known as a 'bounce,' the reason for the bounce will be documented. If an e-mail address is determined to be non-existent as attempted, this will be categorized as a 'hard bounce' and no further delivery attempts to that e-mail address will be made. Instances where the inbox is full, initial blocking or deferral by the ISP, or any other factors impeding delivery are categorized as 'soft bounces.' To limit the number of undelivered e-mails resulting from soft bounces, we will continue making re-send attempts to addresses experiencing a soft-bounce for a period of 72-hours. If the e-mail remains undeliverable after this 72-hour period, it will be deemed undeliverable, and no additional delivery attempts will be pursued for that particular email address.

9. If an email address is deemed undeliverable, EAG will conduct a search using publicly

[2] ISP's assign scores, or sender reputation, to domains and IP addresses which tells e-mail inbox providers if the e-mail should be delivered to the recipient's inbox or directed to the spam folder. The sender reputation is determined by multiple factors such as: the timing and number of e-mails sent from the IP/domain; number of recipients that have marked incoming mail from the sender as spam; number of e-mails that are delivered directly to spam boxes; number of e-mails that bounce back; number of recipients that interact with the e-mail (e.g. open, reply, forward or delete); quality of the content within the e-mail (e.g. typos); the number of users that unsubscribe; and many other factors.

available third-party information to find a valid e-mail address and promptly resend the E-mail Notice to the updated e-mail address.

Settlement Website

10. We will create and maintain a website dedicated to this Settlement ("Settlement Website"). The Settlement website address will be prominently included in the Summary and Long Notice (collectively, the "Notices"). The Notices, along with other relevant documents such as the Settlement Agreement, the Complaint, any motion seeking Preliminary and Final Approval of this Agreement, any motion for an award of Attorneys' Fees and Expenses and Service Award, Preliminary Approval Order, and Claim Form, will be posted on the Settlement Website for Class Members to review and download. The Settlement Website will also allow Class Members to file a claim electronically, and include relevant dates, other case-related information, instructions for how to be excluded from the Class or object to the Settlement, and contact information for the Settlement Administrator.

Dedicated Toll-Free Hotline

11. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per week. The hotline will utilize an interactive voice response ("IVR") system where Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked questions. Class Members will also have the option to leave a voicemail and receive a call back from the Settlement Administrator.

Objections and Requests for Exclusion

12. The Settlement Agreement and Notice direct Class Members to file objections directly with the court. EAG will provide copies of any objections it receives to the Parties.

13. Class Members that want to exclude themselves from the Class may submit a request for exclusion by mail to a dedicated Post Office Box that we will maintain. We will monitor all mail delivered to that Post Office Box and will track all exclusion requests received, which will be provided to the Parties.

DATA SECURITY POLICIES

14. Our firm routinely manages a broad range of confidential and highly sensitive information. To ensure privacy and data protection, we maintain industry-leading practices and follow industry accepted

standards as endorsed by the National Institute of Standards and Technology (NIST), HITRUST, CIS Critical Security Controls (CIS Controls). Moreover, our certified data centers, meet stringent compliance regulations – PCI, HIPAA, FINRA, Sarbanes-Oxley, and Gramm-Leach-Bliley – and undergo annual SSAE16 SOCII audits.

15. Eisner Advisory Group LLC and all applicable subsidiaries maintain their network environment with a managed data center provider with locations exclusively in the U.S. The environment is protected at the perimeter with next-generation firewalls, DMZ, and 24/7 Intrusion Detection & Prevention services. On the interior, activities are monitored with Web Application Firewalls, inbound/outbound Internet and Email filtering, Data Loss Prevention, and Endpoint Detection & Response systems on every endpoint and server. System patching and vulnerability remediation are fully automated. User access rights are assigned under the Principle of Least Privilege with enforcement via zero trust micro-segmentation, strict group access permissions, and disabled local administrator rights. All remote connections require multifactor authentication. All internal data is encrypted using TLS 1.3 in transit, and AES256 or higher at rest. Internal information receives daily backups to maintain a maximum RPO (Recovery Point Objective) of 24 hours. The Technology and Human Resources teams maintain a direct connection between the network access management system and HR system, so user provisioning/deprovisioning for new hires and terminations is automatic. All users receive mandatory Information Security and Social Engineering training on an annual basis.

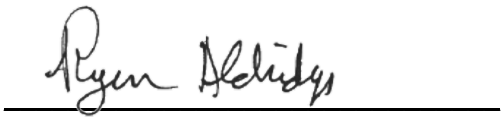
CONCLUSION

16. The proposed Notice Plan encompasses individualized direct notice to all members of the Class who can be identified through reasonable efforts.

17. It is my opinion, based on my experience, as well as the expertise of my team, that this method of focused notice dissemination provides effective notice in this Action, will provide the best notice that is practicable, adheres to NEV. R. CIV. P. 23 and Fed. R. Civ. P. 23, follows the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its "desire to actually inform" requirement.[3]

[3] *Mullane v. Cent. Hanover Bank & Trust Co*., 339 U.S. 306, 315 (1950).

I, Ryan Aldridge, declare under the penalty of perjury that the foregoing is true and correct. Executed on this 29th day of April, 2025, in Baton Rouge, Louisiana.



Ryan Aldridge

Exhibit A: CV of EisnerAmper

Class & Mass Action Settlement Administration

Our Approach

EisnerAmper provides pre-settlement consulting and post-settlement administration services in connection with lawsuits pending in state and federal courts nationwide. Since 1999, EisnerAmper professionals have processed more than $14 billion dollars in settlement claims. Our innovative team successfully administers a wide variety of settlements, and our industry-leading technology enables us to develop customizable administration solutions for class and mass action litigations.

EisnerAmper professionals have processed more than $14 billion dollars in settlement claims.

Sample Case Experience*

Environmental/Toxic Torts

- In re: Oil Spill by the Oil Rig "Deepwater Horizon" in the Gulf of Mexico (MDL 2179)
- In re: FEMA Trailer Formaldehyde Products Liability Litigation (MDL 1873)
- Sanchez et al v. Texas Brine, LLC et al.
- Burmaster et al. v. Plaquemines Parish Government, et al.
- Cajuns for Clean Water, LLC et al. v. Cecilia Water Corporation, et al.
- Cooper, et al. v. Louisiana Department of Public Works
- Maturin v. Bayou Teche Water Works
- Chevron Richmond Refinery Fire Settlement
- Chapman et al. v. voestalpine Texas LLC, et al.

Consumer

- Jones et al. v. Monsanto Co.
- Hadley, et al. v. Kellogg Sales Co.
- McMorrow, et al. v. Mondelez International, Inc
- Krommenhock, et al. v. Post Foods, LLC
- Hanson v. Welch Foods Inc.
- Siddle et al. v. The Duracell Co. et al.
- Copley, et al. v. Bactolac Pharmaceutical, Inc.
- Hughes et al. v. AutoZone Parts Inc. et al.
- Winters v. Two Towns Ciderhouse, Inc.
- Burford et al. v. Cargill, Incorporated
- Fabricant v. AmeriSave Mortgage Corp. (TCPA)
- Makaron v. Enagic USA, Inc. (TCPA)
- Prescod et al. v. Celsius Holdings, Inc.
- Gilmore v. Monsanto Co.

Antitrust

- In re: Cathode Ray Tube (CRT) Antitrust Litigation (MDL 1917)[4]
- In re: Interior Molded Doors Antitrust Litigation (Indirect)

Mass Torts

- In re: E.I. du Pont de Nemours and Company C8 Personal Injury Litigation (MDL 2433)[1]
- In re: Testosterone Replacement Therapy Products Liability Litigation (MDL 2545)[1]
- In re: Paraquat Products Liability Litigation (MDL 3004)[1]
- In re: Paragard Products Liability Litigation (MDL 2974)
- In re: Roundup Products Liability Litigation (MDL 2741)[2]
- Essure Product Liability Settlement[3]
- Porter Ranch (JCCP 4861)

Data Breach/Privacy

- Miracle-Pond, et al. v. Shutterfly
- Baldwin et al. v. National Western Life Insurance Co.
- Jackson-Battle, et al. v. Navicent Health, Inc.
- Bailey, et al. v. Grays Harbor County Public Hospital No. 2
- In re: Forefront Data Breach Litigation
- Easter et al. v. Sound Generations
- Rivera, et al. v. Google LLC
- Acaley v. Vimeo, Inc.

Mass Arbitration

- T-Mobile
- Uber
- Postmates
- Instacart
- Intuit

Other Notable Cases

- Brown, et al. v. State of New Jersey DOC (Civil Rights)
- Slade v. Progressive (Insurance)

**Work performed as Postlethwaite & Netterville, APAC (P&N)*
[1]Services provided in cooperation with the Court-Appointed Special Master
[2]Appointed As Common Benefit Trustee
[3]Inventory Settlement

EAG Claims Administration Experience

SAMPLE JUDICIAL COMMENTS

- ***Hezi v. Celsius Holdings, Inc.***, No. 1:21-CV-09892-VM (S.D.N.Y.), Judge Jennifer H. Rearden on April 5, 2023:

  The Court finds and determines that the notice procedure carried out by Claims Administrator Postlethwaite & Netterville, APAC ("P&N") afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of Class Members. The Court finds and determines that the Notice was the best notice practicable, and has satisfied the requirements of law and due process .

- ***Scott Gilmore et al. v. Monsanto Company, et al.***, No. 3:21-CV-8159 (N.D. Cal.), Judge Vince Chhabria on March 31, 2023:

  The Court finds that Class Notice has been disseminated to the Class in compliance with the Court's Preliminary Approval Order and the Notice Plan. The Court further finds that this provided the best notice to the Class practicable under the circumstances, fully satisfied due process, met the requirements of Rule 23 of the Federal Rules of Civil Procedure, and complied with all other applicable law.

- ***John Doe et al. v. Katherine Shaw Bethea Hospital and KSB Medical Group, Inc.***, No. 2021L00026 (Fifteenth Judicial Circuit of Illinois, Lee County), on March 28, 2023:

  The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- ***Sanders et al. v. Ibex Global Solutions, Inc. et al.***, No. 1:22-CV-00591 (D.D.C.), Judge Trevor N. McFadden on March 10, 2023:

  An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Vaccaro v. Super Care, Inc.,*** No. 20STCV03833 (Cal. Superior Court), Judge David S. Cunningham on March 10, 2023:

  The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- ***Gonshorowski v. Spencer Gifts, LLC***, No. ATL-L-000311-22 (N.J. Super. Ct.), Judge Danielle Walcoff on March 3, 2023:

  The Court finds that the Notice issued to the Settlement Class, as ordered in the Amended Preliminary Approval Order, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with New Jersey Court Rules 4:32-2(b)(2) and (e)(1)(B) and due process.

- ***Vaccaro v. Delta Drugs II, Inc.,*** No. 20STCV28871 (Cal. Superior Court), Judge Elihu M. Berle on March 2, 2023:

  The Class Notice provided to the Settlement Class conforms with the requirements of California Code of Civil Procedure § 382, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of Due Process.

- ***Pagan, et al. v. Faneuil, Inc.***, No. 3:22-CV-297 (E.D. Va), Judge Robert E. Payne on February 16, 2023:

  The Court finds that the Notice Program, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order, was the best notice practicable under the circumstances, was reasonably calculated to provide and did provide due and sufficient notice to the Settlement Class of the pendency of the Action, certification of the Settlement Class for settlement purposes only, the existence and terms of the Settlement Agreement, and their right to object and to appear at the final approval hearing or to exclude themselves from the Settlement Agreement, and satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and other applicable law.

- ***LaPrairie v. Presidio, Inc., et al.***, No. 1:21-CV-08795-JFK (S.D.N.Y.), Judge Andrew L. Carter, Jr. on December 12, 2022:

  > *The Court hereby fully, finally and unconditionally approves the Settlement embodied in the Settlement Agreement as being a fair, reasonable and adequate settlement and compromise of the claims asserted in the Action. The Class Members have been given proper and adequate notice of the Settlement, fairness hearing, Class Counsel's application for attorneys' fees, and the service award to the Settlement Class Representative. An affidavit or declaration of the Settlement Administrator's compliance with the Notice process has been filed with the Court. The Notice process as set forth in the Settlement Agreement and ordered in the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Class Members in accordance with the requirements of Federal Rule of Civil Procedure 23(c)(2).*

- ***Nelson v. Bansley & Kiener, LLP***, No. 2021-CH-06274 (Circuit Court of Cook County, IL), Judge Sophia H. Hall on November 30, 2022:

  > *The court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with requirements of 735 ILCS 5/2-801, et seq.*

- ***Buck, et al. v. Northwest Commercial Real Estate Investments, LLC, et al***, No. 21-2-03929-1-SEA (Superior Court King County, WA), Judge Douglass A. North on September 30, 2022:

  > *Pursuant to the Court's Preliminary Approval Order, Postcard Notice was distributed to the Class by First Class mail and Email Notice was distributed to all Class Members for whom the Settlement Administrator had a valid email address. The Court hereby finds and concludes that Postcard and Email Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the Postcard and Email Notice, and the distribution procedures set forth in the Settlement fully satisfy CR 23(c)(2) and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, provided an opportunity for the Class Members to object or exclude themselves from the Settlement, and support the Court's exercise of jurisdiction over the Settlement Class Members as contemplated in the Settlement and this Final Approval Order.*

- ***Rivera, et al. v. Google LLC,*** No. 2019-CH-00990 (Circuit Court of Cook County, IL), Judge Anna M. Loftus on September 28, 2022:

  Pursuant to this Court's Order granting preliminary approval of the Settlement, Postlethwaite & Netterville, APAC ("P&N") served as Settlement Administrator. This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement.

  The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.

- ***Davonna James, individually and on behalf of all others similarly situated v. CohnReznick LLP***, No. 1:21-cv-06544 (S.D.N.Y.), Judge Lewis J. Liman on September 21, 2022:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Patricia Davidson, et al. v. Healthgrades Operating Company, Inc.***, No. 21-cv-01250-RBJ (D. Colo), Judge R. Brooke Jackson on August 22, 2022:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Federal Rule of Civil Procedure 23(c)(2).

- ***Hosch et al. v. Drybar Holdings LLC,*** No. 2021-CH-01976 (Circuit Court of Cook County, IL), Judge Pamela M. Meyerson on June 27, 2022:

  The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed

Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- ***Baldwin et al. v. National Western Life Insurance Company,*** No. 2:21-cv-04066-WJE (W.D. MO), Judge Willie J. Epps, Jr. on June 16, 2022:

  The Court finds that such Notice as therein ordered, constituted the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Rule 23(c)(2).

- ***Chapman et al. v. voestalpine Texas Holding LLC,*** No. 2:17-cv-174 (S.D. Tex.), Judge Nelva Gonzales Ramos on June 15, 2022:

  The Class and Collective Notice provided pursuant to the Agreement and the Order Granting Preliminary Approval of Class Settlement:

  (a) Constituted the best practicable notice, under the circumstances;
  (b) Constituted notice that was reasonably calculated to apprise the Class Members of the pendency of this lawsuit, their right to object or exclude themselves from the proposed settlement, and to appear at the Fairness Hearing;
  (c) Was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and
  (d) Met all applicable requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States Constitution because it stated in plain, easily understood language the nature of the action; the definition of the class certified; the class claims, issues, or defenses; that a class member may enter an appearance through an attorney if the member so desires; that the court will exclude from the class any member who requests exclusion; the time and manner for requesting exclusion; and the binding effect of a class judgment on members under Rule 23(c)(3).

- ***Clopp et al. v. Pacific Market Research LLC,*** No. 21-2-08738-4 (Superior Court King County, WA), Judge Kristin Richardson on May 27, 2022:

  The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of Washington Civil Rule 23(c)(2).

- ***Whitlock v. Christian Homes, Inc., et al,*** No. 2020L6 (Circuit Court of Logan County, IL), Judge Jonathan Wright on May 6, 2022:

  The Court has determined that the Notice given to the Settlement Class Members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class Members of all material elements of the Settlement and constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

- ***Hanson v. Welch Foods Inc.,*** No. 3:20-cv-02011-JCS (N.D. Cal.), Judge Joseph C. Spero on April 15, 2022:

  The Class Notice and claims submission procedures set forth in Sections 5 and 9 of the Settlement Agreement, and the Notice Plan detailed in the Declaration of Brandon Schwartz filed on October 1, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- ***Dein v. Seattle City Light,*** No. 19-2-21999-8 SEA (Superior Court King County, WA), Judge Kristin Richardson on April 15, 2022:

  The Court hereby finds and concludes that the notice was disseminated to Settlement Class Members in accordance with the terms set forth in the Settlement and in compliance with the Court's Preliminary Approval Order. The Court further finds and concludes that the notice fully satisfies CR 23(c)(2) and the requirements of due process, was the best notice practicable under the circumstances, provided individual notice to all members of the Class who could be identified through reasonable effort, and provided an opportunity for the Class Members to object to or exclude themselves from the Settlement.

- ***Frank v. Cannabis & Glass, LLC, et al,*** No. 19-cv-00250 (E.D. Wash.), Judge Stanley A. Bastian on April 11, 2022:

  Postlethwaite & Netterville, APAC, ("P&N"), the Settlement Administrator approved by the Court, completed the delivery of Class Notice according to the terms of the Agreement. The Class Text Message Notice given by the Settlement Administrator to the Settlement Class, which set forth the principal terms of the Agreement and other matters, was the best practicable notice under the circumstances, including

individual notice to all Settlement Class Members who could be identified through reasonable effort.

- ***McMorrow, et al. v. Mondelez International, Inc,*** No. 17-cv-02327 (S.D. Cal.), Judge Cynthia Bashant on April 8, 2022:

  Notice was administered nationwide and achieved an overwhelmingly positive outcome, surpassing estimates from the Claims Administrator both in the predicted reach of the notice (72.94% as compared to 70%) as well as in participation from the class (80% more claims submitted than expected). (Schwartz Decl. ¶ 14, ECF No. 206-1; Final App. Mot. 3.) Only 46 potential Class Members submitted exclusions (Schwartz Decl. ¶ 21), and only one submitted an objection—however the objection opposes the distribution of fees and costs rather than the settlement itself. (Obj. 3.) The Court agrees with Plaintiffs that the strong claims rate, single fee-related objection, and low opt-out rate weigh in favor of final approval.

- ***Daley, et al. v. Greystar Management Services LP, et al.,*** No. 2:18-cv-00381 (E.D. Wash.), Judge Salvador Mendoz, Jr. on February 1, 2022:

  The Settlement Administrator completed the delivery of Class Notice according to the terms of the Agreement. The Class Notice given by the Settlement Administrator to the Settlement Class….was the best practicable notice under the circumstances. The Class Notice program….was reasonable and provided due and adequate notice of these proceedings and of the matters set forth therein, including the terms of the Agreement, to all parties entitled to such notice. The Class Notice given to the Settlement Class Members satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and the requirements of constitutional due process. The Class Notice was reasonably calculated under the circumstances to apprise Settlement Class Members of the pendency of this Action….

- ***Mansour, et al. v. Bumble Trading, Inc.,*** No. RIC1810011 (Cal. Super.), Judge Sunshine Sykes on January 27, 2022:

  The Court finds that the Class Notice and the manner of its dissemination constituted the best practicable notice under the circumstances and was reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766 and 3.769(f), and any other applicable laws.

- ***Hadley, et al. v. Kellogg Sales Company*,** No. 16-cv-04955 (N.D. Cal.), Judge Lucy H. Koh on November 23, 2021:

  > *The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement, and the Notice Plan filed on March 10, 2021, fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).*

- ***Miracle-Pond, et al. v. Shutterfly, Inc.*,** No. 2019-CH-07050 (Circuit Court of Cook County, IL), Judge Raymond W. Mitchell on September 9, 2021:

  > *This Court finds that the Settlement Administrator performed all duties thus far required as set forth in the Settlement Agreement. The Court finds that the Settlement Administrator has complied with the approved notice process as confirmed by its Declaration filed with the Court. The Court further finds that the Notice plan set forth in the Settlement as executed by the Settlement Administrator satisfied the requirements of Due Process and 735 ILCS 5/2-803. The Notice plan was reasonably calculated and constituted the best notice practicable to apprise Settlement Class Members of the nature of this litigation, the scope of the Settlement Class, the terms of the Settlement, the right of Settlement Class Members to object to the Settlement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court finds and concludes that the Settlement Class Members have been provided the best notice practicable under the circumstances, and that the Notice plan was clearly designed to advise the Settlement Class Members of their rights.*

- ***Jackson-Battle, et al. v. Navicent Health, Inc.*,** No. 2020-CV-072287 (Ga Super.), Judge Jeffery O. Monroe on August 4, 2021:

  > *The Court finds that such Notice as therein ordered, constitutes the best possible notice practicable under the circumstances and constitutes valid, due, and sufficient notice to all Settlement Class Members in compliance with the requirements of O.C.G.A. §§ 9-11-23(c)(2).*

- ***In re: Interior Molded Doors Indirect Purchasers Antitrust Litigation,*** No. 3:18-cv-00850 (E.D. Va.), Judge John A. Gibney on July 27, 2021:

  > *The notice given to the Settlement Class of the settlement set forth in the Settlement Agreement and the other matters set forth herein was the best notice practicable*

under the circumstances. Said notice provided due and adequate notice of the proceedings an of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e) and the requirements of due process.

- ***Krommenhock, et al. v. Post Foods, LLC*,** No. 16-cv-04958 (N.D. Cal.), Judge William H. Orrick on June 25, 2021:

  The Class Notice and claims submission procedures set forth in Sections 4 and 6 of the Settlement Agreement and the Notice Plan filed on January 18, 2021 fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Classes as contemplated in the Settlement Agreement and this Order. See Fed. R. Civ. P. 23(e)(2)(C)(ii).

- ***Winters, et al. v. Two Towns Ciderhouse, Inc*,** No. 20-cv-00468 (S.D. Cal.), Judge Cynthia Bashant on May 11, 2021:

  The settlement administrator, Postlethwaite and Netterville, APAC ("P&N") completed notice as directed by the Court in its Order Granting Preliminary Approval of the Class Action Settlement. (Decl. of Brandon Schwartz Re: Notice Plan Implementation and Settlement Administration ("Schwartz Decl.") ¶¶ 4–14, ECF No. 24-5.)…Thus, the Court finds the Notice complies with due process….With respect to the reaction of the class, it appears the class members' response has been overwhelmingly positive.

- ***Siddle, et al. v. The Duracell Company, et al.*,** No. 4:19-cv-00568 (N.D. Cal.), Judge James Donato on April 19, 2021:

  The Court finds that the Class Notice and Claims Administration procedures set forth in the Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided due and sufficient individual notice to all persons in the Settlement Class who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Agreement and this Final Approval Order.

- ***Fabricant v. Amerisave Mortgage Corporation*,** No. 19-cv-04659-AB-AS (C.D. Cal.), Judge Andre Birotte, Jr. on November 25, 2020:

  The Class Notice provided to the Settlement Class conforms with the requirements of Fed. Rule Civ. Proc. 23, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The notice fully satisfied the requirements of Due Process. No Settlement Class Members have objected to the terms of the Settlement.

- ***Snyder, et al. v. U.S. Bank, N.A., et al.*,** No. 1:16-CV-11675 (N.D. Ill), Judge Matthew F. Kennelly on June 18, 2020:

  The Court makes the following findings and conclusions regarding notice to the Settlement Class:

  a. The Class Notice was disseminated to persons in the Settlement Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order; b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Consolidated Litigation, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- ***Edward Makaron et al. v. Enagic USA, Inc.*,** No. 2:15-cv-05145 (C.D. Cal.), Judge Dean D. Pregerson on January 16, 2020:

  The Court makes the following findings and conclusions regarding notice to the Class:

  a. The Class Notice was disseminated to persons in the Class in accordance with the terms of the Settlement Agreement and the Class Notice and its dissemination were in compliance with the Court's Preliminary Approval Order;

  b. The Class Notice: (i) constituted the best practicable notice under the circumstances to potential Class Members, (ii) constituted notice that was reasonably

calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient individual notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fed. R. Civ. P. 23, the United States Constitution, the Rules of this Court, and any other applicable law.

- ***Kimberly Miller et al. v. P.S.C, Inc., d/b/a Puget Sound Collections*,** No. 3:17-cv-05864 (W. D. Wash.), Judge Ronald B. Leighton on January 10, 2020:

  The Court finds that the notice given to Class Members pursuant to the terms of the Agreement fully and accurately informed Class Members of all material elements of the settlement and constituted valid, sufficient, and due notice to all Class Members. The notice fully complied with due process, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law.

- ***John Karpilovsky and Jimmie Criollo, Jr. et al. v. All Web Leads, Inc.*,** No. 1:17-cv-01307 (N.D. Ill), Judge Harry D. Leinenweber on August 8, 2019:

  The Court hereby finds and concludes that Class Notice was disseminated to members of the Settlement Class in accordance with the terms set forth in the Settlement Agreement and that Class Notice and its dissemination were in compliance with this Court's Preliminary Approval Order.

  The Court further finds and concludes that the Class Notice and claims submission procedures set forth in the Settlement Agreement fully satisfy Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process, were the best notice practicable under the circumstances, provided individual notice to all Settlement Class Members who could be identified through reasonable effort, and support the Court's exercise of jurisdiction over the Settlement Class as contemplated in the Settlement and this Order.

- ***Paul Story v. Mammoth Mountain Ski Area, LLC,*** No. 2:14-cv-02422 (E.D. Cal.), Judge John A. Mendez on March 13, 2018:

  The Court finds that the Settlement Administrator delivered the Class Notice to the Class following the procedures set forth in the Settlement Agreement; that the Class Notice and the procedures followed by the Settlement Administrator constituted the best notice practicable under the circumstances; and that the Class Notice and the procedures contemplated by the Settlement Agreement were in full compliance with the laws of the United States and the requirements of due process. These findings support final approval of the Settlement Agreement.

- ***John Burford, et al. v. Cargill, Incorporated,*** No. 05-0283 (W.D. La.), Judge S. Maurice Hicks, Jr. on November 8, 2012:

  Considering the aforementioned Declarations of Carpenter and Mire as well as the additional arguments made in the Joint Motion and during the Fairness Hearing, the Court finds that the notice procedures employed in this case satisfied all of the Rule 23 requirements and due process.

- ***In RE: FEMA Trailer Formaldehyde Product Liability Litigation,*** MDL No. 1873, (E.D La.), Judge Kurt D. Engelhardt on September 27, 2012:

  After completing the necessary rigorous analysis, including careful consideration of Mr. Henderson's Declaration and Mr. Balhoff's Declaration, along with the Declaration of Justin I. Woods, the Court finds that the first-class mail notice to the List of Potential Class Members (or to their attorneys, if known by the PSC), Publication Notice and distribution of the notice in accordance with the Settlement Notice Plan, the terms of the Settlement Agreement, and this Court's Preliminary Approval Order:

  (a) constituted the best practicable notice to Class Members under the circumstances;
  (b) provided Class Members with adequate instructions and a variety of means to obtain information pertaining to their rights and obligations under the settlement so that a full opportunity has been afforded to Class Members and all other persons wishing to be heard;
  (c) was reasonably calculated, under the circumstances, to apprise Class Members of: (i) the pendency of this proposed class action settlement, (ii) their right to exclude themselves from the Class and the proposed settlement, (iii) their right to object to any aspect of the proposed settlement (including final certification of the settlement class, the fairness, reasonableness or adequacy of the proposed settlement, the adequacy of representation by Plaintiffs or the PSC, and/or the award of attorneys' fees), (iv) their right to appear at the Fairness Hearing - either on their own or through counsel hired at their own expense - if they did not exclude themselves from the Class, and (v) the binding effect of the Preliminary Approval Order and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons who do not timely request exclusion from the Class;
  (d) was calculated to reach a large number of Class Members, and the prepared notice documents adequately informed Class Members of the class action, properly described their rights, and clearly conformed to the high standards for modern notice programs;
  (e) focused on the effective communication of information about the class action. The notices prepared were couched in plain and easily understood language and were written and designed to the highest communication standards;

(f) afforded sufficient notice and time to Class Members to receive notice and decide whether to request exclusion or to object to the settlement.;

(g) was reasonable and constituted due, adequate, effective, and sufficient notice to all persons entitled to be provided with notice; and

(h) fully satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, including the Due Process Clause, and any other applicable law.