

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE26003864 DIVISION: 08 JUDGE: Rodriguez, Carlos Augusto (08)

**Jennifer Jeffries, et al**

Plaintiff(s) / Petitioner(s)

v.

**Derick Dermatology, PLLC**

Defendant(s) / Respondent(s)

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**ORDER GRANTING PRELIMINARILY APPROVING SETTLEMENT, CERTIFYING  
SETTLEMENT CLASS, AND DIRECTING NOTICE TO SETTLEMENT CLASS**

This matter came before the Court for hearing on Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). Upon careful consideration of the Motion, arguments of counsel, and being otherwise advised in the premises, the Court finds and determines as follows:

Plaintiff Jennifer Jeffries brought her class action against Defendant Derick Dermatology, PLLC ("Derick Dermatology" or "Defendant"), in November 2025 for damages allegedly suffered by Plaintiff and the Class in connection with Defendant's alleged disclosure of information about website browsing activity on [www.derickdermatology.com](http://www.derickdermatology.com) to third parties via pixels, cookies, code, and/or tracking or analytics tools on Defendant's website.

The parties, through their counsel, have entered into a Settlement Agreement and Release following good faith, arm's-length negotiations. The parties have agreed to settle this action, pursuant to the terms of the Settlement Agreement, and subject to the approval and determination of the Court as to the fairness, reasonableness, and adequacy of the settlement which, if approved, will result in dismissal of this action with prejudice.

Having reviewed the Settlement Agreement and Release (together, the "Settlement Agreement" or "Settlement"), and all prior proceedings herein, and for good cause shown, it is hereby ordered that Plaintiffs' Motion for Preliminary Approval is granted as set forth herein.

**I. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY**

For settlement purposes only and pursuant to Florida Rules of Civil Procedure 1.220(a), the Court provisionally certifies a class in this matter defined as follows:

All persons from November 21, 2023 through November 27, 2025 who made an appointment on

[www.derickdermatology.com](http://www.derickdermatology.com) or a subdomain thereof.

SA ¶ 1.32 Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any such excluded persons. Id.

The Court provisionally finds, for settlement purposes only, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Settlement Class; (c) the claims of the Settlement Class Representative is typical of and arises from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representative and Settlement Class Counsel will fairly and adequately protect the interests of the Settlement Class as the Settlement Class Representative has no interest antagonistic to or in conflict with the Settlement Class and has retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this case.

## **II. SETTLEMENT CLASS REPRESENTATIVE AND SETTLEMENT CLASS COUNSEL**

Jennifer Jeffries is hereby provisionally designated and appointed as the Settlement Class Representative. The Court provisionally finds that the Settlement Class Representative is similarly situated to absent Settlement Class Members, and is therefore typical of the Class, and that she will be an adequate Settlement Class Representative.

The Court finds that Mariya Weekes of Milberg PLLC and Albert Plawinski of Plawinski, PLLC are experienced and adequate counsel and is provisionally designated as Settlement Class Counsel.

## **III. PRELIMINARY SETTLEMENT APPROVAL**

Upon preliminary review, the Court finds that the Proposed Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved.

## **IV. JURISDICTION**

The Court finds that it has subject matter jurisdiction and personal jurisdiction over the Parties. Additionally, venue is proper in this Court.

## **V. FINAL APPROVAL HEARING**

A Final Approval Hearing shall be held at a date and time to be set by separate notice to determine,

among other things, whether: (i) this matter should be finally certified as a class action for settlement purposes pursuant to Florida Rule of Civil Procedure 1.220(d)(1), (2) and (3); (ii) the Settlement should be finally approved as fair, reasonable, and adequate pursuant to Florida Rule of Civil Procedure 1.220(e); (iii) the action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (iv) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (v) the application of Settlement Class Counsel for an award of attorneys' fees, costs and expenses (the "Fee Request") should be approved; and (vi) the application of the Settlement Class Representative for a Service Award (the "Service Award Request") should be approved.

Plaintiff's motion for final approval of the Settlement shall be filed with the Court by 14 days prior to Final Approval Hearing. Plaintiff's Service Awards Request and Fee Request shall be filed with the Court by 14 days prior to deadline to opt-out of or object to the settlement. By no later than 7 days prior to Final Approval Hearing, the parties shall file responses, if any, to any objections, and any replies in support of final approval of the Settlement and/or the Service Award Request and Fee Request.

## **VI. ADMINISTRATION**

The Court appoints Simpluris as the Settlement Administrator, with responsibility for class notice and claims administration. Defendant shall pay all costs and expenses associated with providing notice to Settlement Class Members, including but not limited to, the Settlement Administrator's fees and costs.

## **VII. NOTICE TO THE CLASS**

The Proposed Notice Program set forth in the Settlement Agreement, including the Email Notice, Postcard Notice and Long Form Notice, satisfies the requirements of Florida Rule of Civil Procedure 1.220(d)(2), provides the best notice practicable under the circumstances, and is hereby approved. Non-material modifications to these Notices may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice program in conformance with the Settlement Agreement.

By thirty (30) days after entry of this Order, the Settlement Administrator shall commence the Notice Program, which shall be completed in the manner set forth in the Settlement Agreement.

## **VIII. FINDINGS CONCERNING NOTICE**

The Court finds that the form, content, and method of giving notice to the Settlement Class as described in Section VII of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including the Florida Rules of Civil Procedure 1.220(d)(2) and (3), and the Due Process Clause(s) of the Florida Constitution.

The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

## **IX. EXCLUSION FROM CLASS**

Any Settlement Class Member who wishes to be excluded from the Settlement Class shall individually sign and timely submit written notice of such intent (a “Request for Exclusion”) to the designated Post Office box established by the Settlement Administrator. The written notice must include the person seeking to opt-out’s name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. To be effective, written notice must be postmarked no later than thirty (30) Days after the Notice Date (the “Objection/Exclusion Deadline”).

The Settlement Administrator shall provide the Parties with copies of all completed opt-out notifications, and a final list of all who have timely and validly excluded themselves from the Settlement Class. Any Settlement Class Member who does not timely and validly exclude herself or himself from the Settlement shall be bound by the terms of the Settlement. If a Final Approval Order and Final Judgment is entered, any Settlement Class Member who has not submitted a timely, valid written notice of exclusion from the Settlement Class shall be bound by all proceedings, orders, and judgments in this matter, including but not limited to the Release and the dismissal with prejudice set forth in the Final Judgment, including Settlement Class Members who have previously initiated or who subsequently initiate any litigation against any or all of the Released Parties relating to the claims and transactions released in the Settlement Agreement. All Class Members who submit valid and timely notices of exclusion from the Settlement Class shall not be entitled to receive any benefits of the Settlement.

## **X. OBJECTIONS AND APPEARANCES**

A Settlement Class Member who does not exclude himself or herself and who complies with the requirements of the following paragraphs may object to the Settlement, the Service Award Request, or the Fee Request, and must do so no later than 30 days after the Notice Date.

Each Objection must include (1) the objector’s name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the “Objecting Attorneys”); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

Objections must be filed with the Court no later than thirty (30) Days after the Notice Date (the “Objection/Exclusion Deadline”).

Any Settlement Class Member who fails to substantially comply with the provisions of this Order with

respect to objections may waive and forfeit any and all rights he or she may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the Release in the Settlement Agreement if Final Judgment is entered. The Court retains the right to allow objections in the interest of justice.

Any Settlement Class Member, including a Settlement Class Member who has not opted-out and files a written objection, as described above, may appear at the Final Approval Hearing, either in person or through counsel hired at the Settlement Class Member's expense, to object to or comment on the fairness, reasonableness, or adequacy of the Settlement, the Service Award Request, or the Fee Request.

If Final Judgment is entered, any Settlement Class Member who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and shall be forever barred from making any such objections in this action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, including any final judgment and orders entered thereon, the Service Award Request, or the Fee Request.

#### **XI. CLAIMS PROCESS AND DISTRIBUTION AND ALLOCATION PLAN**

The Settlement Agreement provides for a process for distributing settlement benefits to Settlement Class Members who submit a timely, valid claim form. The Court preliminarily approves the settlement benefits to the class and plan for distribution of same as described in the Settlement Agreement and directs that the Settlement Administrator effectuate the distribution of settlement consideration according to the terms of the Settlement Agreement, should Settlement be finally approved.

If Final Judgment is entered, all Settlement Class Members who qualify for a benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the claim form will be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Settlement Agreement, the Release included in the Settlement Agreement, and the Final Judgment.

#### **XII. TERMINATION OF THE SETTLEMENT**

This Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing immediately before this Court entered this Order, if the Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement. In such event, the Settlement and Settlement Agreement shall become null and void and be of no further force and effect, and neither the Settlement Agreement nor the Court's orders, including this Order, relating to the Settlement shall be used or referred to for any purpose whatsoever.

#### **XIII. USE OF ORDER**

This Order shall be of no continuing force or effect if Final Judgment is not entered or there is no Effective Date (as defined in the Settlement Agreement). In no event shall this Order be construed, regarded, or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability, or the certifiability of any class. Nor shall this Order be construed or

used as an admission, concession, or declaration by or against the Settlement Class Representatives or any other Settlement Class member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims he, she, or it may have in this litigation or in any other lawsuit.

#### **XIV. STAY OF PROCEEDINGS**

Except as necessary to effectuate this Order, all proceedings and deadlines in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Final Judgment, or until further order of this Court.

#### **XV. CONTINUANCE OF HEARING**

The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

#### **XVI. SUMMARY OF DEADLINES**

The preliminarily approved Settlement shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to:

1. Notice Deadline: 30 days after entry of this Order
2. Motion for Final Approval: 14 days prior to Final Approval Hearing
3. Motion for Service Award, Attorneys' Fees, Costs, and Expenses: 14 days prior to deadline to opt-out/object
4. Objection/Exclusion Deadline: 30 days after Notice Date
5. Claims Deadline: 60 days after Notice Date
6. Replies (if any) in Support of Final Approval, Service Awards, and Fee Requests: 7 days prior to Final Approval Hearing
7. Final Approval Hearing: at least 100 days after Notice Date to be scheduled by separate notice.

The dates set in this Order should be included as appropriate in the Notices to the Class.

**DONE AND ORDERED** in Chambers at Broward County, Florida on 22nd day of April, 2026.



CACE26003864 04-22-2026 10:37 AM

CACE26003864 04-22-2026 10:37 AM  
Hon. Carlos A Rodriguez  
**CIRCUIT COURT JUDGE**  
Electronically Signed by Carlos A Rodriguez

**Copies Furnished To:**

Joel C Griswold , E-mail : jcgriswold@bakerlaw.com  
Joel C Griswold , E-mail : dostrowski@bakerlaw.com  
Mariya Weekes , E-mail : Mweekes@milberg.com  
Mariya Weekes , E-mail : ljordan@milberg.com  
Mariya Weekes , E-mail : hsheflin@milberg.com