

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

TANYA FABREGAS, individually and on behalf of all,
others similarly situated,

Case No. 23-CA-014579

Plaintiff,

v.

LIFEWORKS WELLNESS CENTER, LLC,

Defendant.

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “**Settlement Agreement**”) is entered into by and between (1) Plaintiff Tanya Fabregas (“**Plaintiff**”), on behalf of herself and all others similarly situated; and (2) Lifeworks Wellness Center, LLC (“**Defendant**” or “LifeWorks”), in order to effect a full and final settlement and dismissal with prejudice of all claims against Defendant alleged in the above-captioned litigation on the terms set forth below and to the full extent reflected herein. Plaintiff and Defendant are collectively referred to herein as the “**Parties.**”

RECITALS

WHEREAS, Plaintiff is a former patient of Defendant;

WHEREAS, Plaintiff alleges that on or about July 26, 2023, Plaintiff received notice from Defendant that it had been the target of a cyberattack (the “**Incident**”), which may have resulted in the compromise of Plaintiff’s personally identifiable information (“**PII**”);

WHEREAS, on August 16, 2023, Plaintiff Fabregas filed a Class Action Complaint against Defendant in the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, Case No. 23-CA-014579, alleging that Defendant failed to adequately safeguard the private information of individuals saved in Defendant’s systems (the “**Lawsuit**”); and

WHEREAS, on November 20, 2023, Defendant filed an Unopposed Motion for Extension of Time to File a Response; and

WHEREAS, on December 14, 2023, Defendant filed a Motion to Stay Proceedings; and

WHEREAS, on December 18, 2023, this Court granted such request; and

WHEREAS, Defendant denies any wrongdoing and liability in connection with the Incident, maintains that it complied with all applicable laws and standards, and investigated and strongly considered moving to dismiss the aforementioned actions;

WHEREAS, before incurring the expense of a motion to dismiss, the Parties agreed to discuss a potential resolution of this matter and mediate the dispute;

WHEREAS, on January 8, 2024, the Parties mediated the case with the help of experienced, neutral mediator Hon. Gregory P. Holder (Ret.), but were unable to reach accord that day;

WHEREAS, after multiple additional weeks of arms-length negotiation, the exchange of proposed term sheets, and numerous phone calls, the Parties agreed to the terms of a settlement, desiring to resolve any claims related to the Incident rather than continue litigating the matter;

WHEREAS, based on their evaluation of the facts and the law, and after prolonged and serious arm's-length settlement negotiations, Plaintiff and her counsel (hereinafter "**Class Counsel**") have agreed to settle the Lawsuit after considering such factors as: (1) the benefits to the Settlement Class; (2) the risk, uncertainty, cost, and delay of litigation; and (3) the desirability of obtaining relief for Plaintiff and the Settlement Class now, rather than later (or not at all);

WHEREAS, Defendant has taken into account the uncertainty and risk inherent in any litigation; Defendant has therefore, determined that it is desirable and beneficial that the lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement;

WHEREAS, Plaintiff and Class Counsel have determined that the Settlement Agreement provides substantial benefits to the Settlement Class and represents a fair, reasonable, and adequate settlement of the claims that are or could have been alleged in the Lawsuit; and

WHEREAS, Defendant and its counsel have made similar determinations, and, while denying wrongdoing, Defendant enters into the Settlement Agreement to avoid the expense, inconvenience, and inherent risk of litigation, as well as the disruption of its business operations.

1. DEFINITIONS

Unless otherwise indicated above, the following shall be defined terms for purposes of this Agreement. Some of the definitions in this section use terms that are defined later in the section.

1.1. “*Claim Administrator*” means KCC, LLC or another company experienced in administering class action claims generally and specially those of the type provided for and made in Lawsuit, if jointly agreed upon by the parties and approved by the Court.

1.2. “*Claimant(s)*” means the Settlement Class Members who submit valid and timely claim forms.

1.3. “*Claims Deadline*” means a deadline of one hundred and twenty (120) days from the Notice Deadline.

1.4. “*Claim Form*” means the form, attached as **Exhibit A** to this Settlement Agreement, which Settlement Class Members must complete and submit on or before the Claim Deadline in order to be eligible for the benefits described herein. The Claim Form shall require an actual or electronic sworn signature but shall not require a notarization or any other form of verification.

1.5. “*Claim Supplementation*” means the requested additional information from the Claims Administrator for incomplete or unsigned submitted Claim Forms.

1.6. “*Class Counsel Payment*” means the award of attorneys’ fees and litigation costs.

1.7. “*Compensation Claims*” means the collective compensation for Ordinary Losses, Extraordinary Losses, and Time Reimbursement.

1.8. “*Complaint*” means the Class Action Complaint filed by Plaintiff in the Lawsuit.

1.9. “*Court*” means the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

1.10. “*Data Security Incident*” means the cyberattack incident allegedly involving Plaintiff’s and Settlement Class Members’ Private Information that occurred on May 20, 2023.

1.11. “*Days*” means calendar days, except, when computing any period of time prescribed or allowed by this Settlement Agreement, it does not include the day of the act, event, or default from which the designated period of time begins to run. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, include the last day of the period, unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

1.12. “*Effective Date*” means the date defined in Paragraph 7.8 of this Settlement Agreement.

1.13. “*Final*” means that all of the following events have occurred: (a) the Settlement pursuant to this Settlement Agreement is approved by the Court; (b) the Court has entered the Final Order and Judgment; and (c) either (i) no appeal has been taken from the Final Order and Judgment as of the date on which all times to appeal or seek permission to appeal therefrom have expired, or (ii) if an appeal or other review proceeding of the Final Order and Judgment has been commenced, such appeal or other review is finally concluded and no longer is subject to further review by any court, whether by appeal, petitions, rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of *certiorari*, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects. Notwithstanding the above, any order modifying or reversing any Service award or award of attorneys’ fees or expenses shall not affect whether a judgment in this matter is Final or any other aspect of the judgment.

1.14. “*Final Approval Hearing*” means the hearing in the Lawsuit at which the Court considers final approval of this Settlement and the entry of the Final Order and Judgment.

1.15. “*Final Order and Judgment*” means the final judgment and order of dismissal with prejudice to be entered in the Lawsuit in connection with the approval of the Settlement after the Final Approval Hearing.

1.16. “*Lawsuit*” means the lawsuit, styled *Fabregas, individually and on behalf of all others similarly situated v. LifeWorks Wellness Center, LLC*; Case No. 23-CA-014579, pending in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

1.17. “*LifeWorks*” means LifeWorks Wellness Center, LLC.

1.18. “*LifeWorks’ Counsel*” means Mullen Coughlin LLC and its attorneys.

1.19. “*Notice*” means the written notice to be sent or published to Settlement Class Members pursuant to the Preliminary Approval Order, attached as Exhibits B and C to this Settlement Agreement.

1.20. “*Notice and Claims Administration Costs*” means actual costs associated with or arising from providing notice to Settlement Class Members and performing Claims Administration in connection with the Settlement.

1.21. “*Notice Deadline*” means within thirty (30) days of the entry of the Preliminary Approval Order, by which time the Claims Administrator shall send the Notice in **Exhibit B** to all Settlement Class Members whose electronic and U.S. mail addresses are known to Defendant.

1.22. “*Notice Program*” means the notice program described in Section 5.

1.23. “*Objection Deadline*” means the time period in which a Settlement Class Member may submit an Objection which is sixty (60) days after the Notice Deadline, or any other date set by the Court.

1.24. “*Opt-Out Period*” means the time period ordered by the Court during which a Settlement Class Member may submit an Opt-Out Request to opt-out of the benefits available under the Settlement Agreement and also not be bound by the Settlement Agreement. The Parties will recommend to the Court that this period be the sixty (60) Day period beginning from the Notice Deadline.

1.25. “*Opt-Out Request*” means a written request a Settlement Class Member may submit to the Claims Administrator as detailed under Section 4 below if he or she wants to be excluded from the Settlement Class and not be bound by the Settlement Agreement.

1.26. “*Parties*” means Plaintiff, individually and on behalf of the Settlement Class, and Defendant LifeWorks Wellness Center LLC.

1.27. “*Person*” means an individual.

1.28. “*Private Information*” shall mean “*Personal Identifiable Information*” and “*PII*” and includes, but is not limited to, names, dates of birth, addresses, phone numbers, Social Security numbers, driver’s license numbers, and email addresses.

1.29. “*Plaintiff*” means Tanya Fabregas.

1.30. “*Preliminary Approval Date*” means the date on which the Preliminary Approval Order has been entered by the Court.

1.31. “*Preliminary Approval Order*” means the order preliminarily approving the Settlement and providing for Notice to the Settlement Class the proposed form of which is attached as **Exhibit D** to this Settlement Agreement.

1.32. “*Related Entities*” means LifeWorks’ past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of LifeWorks’ respective predecessors, successors, directors, officers, shareholders, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or

could have been named as a defendant in the Lawsuit, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, or aiding or abetting the criminal activity associated with the Data Security Incident or who pleads *nolo contendere* to any such charge.

1.33. “*Released Claims*” means any and all past, present, and future liabilities, rights, claims, counterclaims, action, causes of action, demands damages, penalties, costs, attorneys’ fees, losses, and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, that result from, arise out of, are based upon, including, but not limited to negligence, breach of fiduciary duty, any state or federal consumer protection statute, misrepresentation (whether fraudulent, negligent, or innocent), bailment, wantonness, failure to provide adequate notice pursuant to any breach notification statute, regulation, or common law duty, and any causes of action under 18 U.S.C. §§ 2701 *et seq.*, and all similar statutes in effect in any states in the United States as defined herein, and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs and expenses, set-offs, losses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, the appointment of a receiver, and any other form of relief that either has been asserted, or could have been asserted, or relate to the exposure of Private Information in the Data Security Incident, and conduct that was alleged or could have been alleged in the Lawsuit, including, without limitation, any claims, actions, causes of action, demands, damages, penalties, losses, or remedies relating to, based upon, resulting from, or arising out of the disclosure of Private Information (the “Released Claims”), provided that nothing in this Release is intended to, does or shall be deemed to release any claims not arising out of, based upon, resulting from, or related to the Data Security Incident.

1.34. “*Released Persons*” means LifeWorks, the Related Entities, and each of their past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors, successors, assigns, owners, directors, shareholders, officers, employees, principals, agents, attorneys, insurers, and reinsurers.

1.35. “*Residual Funds*” means all remaining funds in any account maintained by the Claims Administrator for the purposes of administrating this settlement.

1.36. “*Service Award*” means compensation awarded by the Court and paid to the Settlement Class Representative in recognition of her role in this litigation.

1.37. “*Settlement*” means the settlement of the Lawsuit upon the terms and conditions set forth in this Settlement Agreement.

1.38. “*Settlement Agreement*” means this Settlement Agreement, including all exhibits hereto.

1.39. “*Settlement Class*” means all individuals, including, but not limited to, patients and potential patients to whom Lifeworks sent written notice from Lifeworks regarding the Data Breach. All members of the Settlement Class that do not opt-out of the settlement shall be referred

to as Settlement Class Members. Excluded from the Settlement Class are: (a) Defendant’s officers and directors; (b) any entity in which Defendant has a controlling interest; and (c) the affiliates, legal representatives, attorneys, successors, heirs, and assigns of Defendant. Also excluded from the Settlement Classes are members of the judiciary to whom this case is assigned, their families and members of their staff.

1.40. “*Settlement Class Counsel*” shall mean Dapeer Law, P.A. and its attorneys.

1.41. “*Settlement Class Member[s]*” means all persons who fall within the definition of the Settlement Class. The total number of class members is approximately 16,192 individuals.

1.42. “*Settlement Class Representative*” means Tanya Fabregas.

1.43. “*United States*” includes all fifty (50) states, the District of Columbia, and all territories.

2. CERTIFICATION OF SETTLEMENT CLASSES

2.3 **Certification of Settlement Class:** Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Class for settlement purposes only. Defendant agrees not to object to this request without waiver of its right to contest certification or the merits of the Lawsuit if the settlement does not receive final approval or the Effective Date (defined in Paragraph 7.8) does not occur.

2.3 **Certification of Settlement Class:** Promptly after execution of the Settlement Agreement, Class Counsel will ask the Court to issue an order certifying the Settlement Class for settlement purposes only. Solely for the purpose of implementing this Settlement Agreement and effectuating the Settlement, LifeWorks stipulates that Plaintiff is an adequate representative of the Settlement Class, and that Settlement Class Counsel are adequate counsel for the Settlement Class. Defendant agrees not to object to this request without waiver of its right to contest certification or the merits of the Lawsuit if the settlement does not receive final approval or the Effective Date (defined in Paragraph 7.8) does not occur. If the Settlement set forth in this Agreement is not approved by the

Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, shall be vacated, and the Lawsuit shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Party's position on the issue of class certification or any other issue. The Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Parties in any other proceeding, case, or action, as to which all of their rights are specifically preserved. In the event of non-approval, termination, or cancellation of this Settlement Agreement, LifeWorks shall be responsible for administration and notification costs incurred, if any, but shall have no other payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement.

2.4 Settlement Structure: The settlement shall be administered on a claims-made basis. To receive any monetary relief, Settlement Class Members must submit a valid and timely claim to the Claims Administrator using the claim form (the "**Claim Form**") attached as Exhibit A.

3. RELIEF TO THE SETTLEMENT CLASS

3.1 Relief to the Settlement Class: Subject to the terms of this Settlement Agreement and pending final approval, LifeWorks shall make available the following compensation listed below to Settlement Class Members who do not timely and validly opt-out of participation in this Settlement. The overall compensation cap for any individual claimant is \$75.00 for all amounts claimed in Claim A and \$3,500.00 for all amounts claimed in Claim B. Settlement Class Members with Out-of-Pocket Losses must submit third-party documentation supporting their claims. This may include receipts or other documentation but not "self-prepared" documents such as handwritten receipts which are, by themselves, insufficient to receive reimbursement, but the Settlement Administrator may consider handwritten receipts to add clarity or support to other

submitted documentation. LifeWorks will agree to make available the following compensation to Settlement Class Members who submit valid and timely claim forms (each, a “**Claimant**”). Claims will be reviewed for completeness, plausibility, and reasonable traceability to the Incident by the Claims Administrator. The Parties may seek review by a third-party claims referee if they dispute the Claims Administrator’s determination. The Parties will agree on a claims referee if one is required.

A. Compensation for Ordinary Losses Extraordinary Losses, and Lost Time

Defendant will provide compensation for unreimbursed losses, up to a total of seventy-five and no/100 dollars (\$75.00) per Claimant, upon a submission of a claim and supporting documentation, such as the following losses:

- a. *Out of pocket expenses incurred* as a result of the Incident, including bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
- b. *Fees for credit reports, credit monitoring, or other identity theft insurance product* purchased between May 30, 2023 and the date the Class Notice was sent; and

B. Compensation for Extraordinary Losses

Defendant will provide up to three thousand and five hundred and no/100 dollars (\$3,500.00) in compensation to each Claimant for proven monetary losses for identity theft, provided:

- a. The loss is an actual, unreimbursed monetary loss and supported by third-party documentation;
- b. The loss was more likely than not caused by the Incident;
- c. The loss occurred between May 20, 2023, and the close of the Claims Deadline;
- d. The loss is not already covered by one or more of the normal reimbursement categories; and

- e. The Claimant made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit-monitoring insurance and identity-theft insurance.

C. Compensation for Loss Time

Defendant will compensate Claimants for up to three (3) hours of lost time, at \$22.50 per hour, for time spent dealing with the Incident supported by a statement explaining how the time spent is fairly traceable to the Incident.

D. Credit Monitoring: Defendant will pay for the offer to Settlement Class Members of an additional one-year membership of 1B credit monitoring with at least \$1,000,000.00 in fraud protection. This shall be paid separate and apart from the monetary relief to the Settlement Class.

3.1 Limit on Type of Payment: No payment shall be made for emotional distress, personal/bodily injury, or punitive damages.

3.2 Extent and Allocation of Direct Relief: Defendant's liability on direct class relief (*i.e.*, compensation for the **Compensation Claims** as described above shall not exceed \$350,000.00. In the event the aggregate amount of the approved Compensation Claims exceeds \$350,000.00, the Compensation Claims shall be prorated to bring the cost of such relief within the agreed upon cap.

3.4 Claims Period: The period for filing claims will be set at a date certain at no more than one hundred and twenty (120) days from the Notice Deadline (the "**Claims Deadline**"), and the period for objecting to or opting out of the settlement will be set at a date certain no more than sixty (60) days from the Notice Deadline.

3.5 Proof of Class Membership: As proof of class membership, any Settlement Class Members must submit a completed Claim Form by the Claims Deadline.

3.6 Claims Payments:

- A. Payments: Upon submission of a valid and approved Claim Form and after the

Effective Date, payments will be transmitted through an electronic payment method selected by the Class Member, or by physical check mailed to an address provided by the Settlement Class Member at the time of their claim submission, within a time frame to be set by the Claims Administrator and agreed by the Parties.

- B. Returned Checks: If a check is returned as undeliverable, the Claims Administrator will re-mail the check if a forwarding address is provided or if an updated address can be located using economically reasonable methods, such as the National Change of Address Database. If an updated address cannot be determined using reasonable methods, or if the check is re-mailed and returned, the check will be canceled, and Defendant will have no further obligation to attempt to make a payment to that Settlement Class Member.
- C. Uncashed/Canceled Checks: Checks shall be valid for at least 120 days from the date of issue. Funds associated with any uncashed or canceled checks shall be considered a part of the Residual Funds. Upon request, the Claims Administrator will provide Class Counsel with a report on uncashed or canceled checks.

3.7 Attorneys' Fees and Service Award:

A. Attorneys' Fees: Defendant agrees not to oppose an application by Class Counsel on an award of attorneys' fees and litigation costs not to exceed one hundred and ninety-five thousand and no/100 dollars (\$195,000.00). Class Counsel and Plaintiff agree not to seek or accept a Class Counsel Payment greater than one hundred and ninety-five thousand and no/100 dollars (\$195,000.00). Class Counsel will petition for approval of the Class Counsel Payment at least fifteen (15) days before the hearing on the Motion for Final Approval on the Settlement. Defendant shall pay the attorneys' fee award in addition to any benefits provided to Settlement Class Members and the cost of settlement administration. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed one hundred and ninety-five thousand and no/100 dollars (\$195,000.00).

The Court's consideration of the Class Counsel Payment shall be separate from its consideration of the Settlement Agreement, and the Court's approval of the settlement shall not be contingent upon an attorneys' fees or cost award at all or in any particular amount. No order of the

Court, or modification, reversal, or appeal of any order of the Court, concerning the amount of any Service Award or any attorneys' fees or costs, ordered by the Court to be paid to Settlement Class Counsel, or Plaintiff, shall affect whether the Final Order and Judgment is Final, cancel, or terminate this Settlement Agreement, or constitute grounds for cancellation or termination of this Settlement Agreement.

The Court-approved Class Counsel Payment will not affect any benefits provided to Settlement Class Members or Plaintiff and will be paid separate and apart from any other sums agreed to under this Settlement Agreement. Defendant will pay, or cause to be paid, the Court-approved Class Counsel Payment within 5 days of the Effective Date. Defendant's obligations with respect to the Court-approved Class Counsel Payment shall be fully satisfied upon receipt of the funds by the Settlement Class Counsel. Settlement Class Counsel will be responsible for any loss that may occur after receipt of the funds and for allocating the Court-approved Class Counsel Payment among Settlement Class Counsel or others. Defendant will have no responsibility or liability in connection with the allocation of the Court-approved Class Counsel Payment, or for any tax obligations or payments associated with the Class Counsel Payment. Settlement Class Counsel will bear all liability, and Defendant will bear no liability (beyond the Court-approved Class Counsel Payment itself), in connection with any claim for payment made by any attorney or service provider who claims to have rendered services to, for, or on behalf of Plaintiff, any Settlement Class Member, or Settlement Class Counsel in connection with the Lawsuit and this settlement.

Except for the Court-approved Class Counsel Payment, the Parties will be responsible for their respective fees, costs, and expenses incurred in connection with the Lawsuit. No interest will accrue with respect to the Court-approved Class Counsel Payment.

B. Service Award to Named Plaintiff: The named Plaintiff shall seek, and Defendant agrees to pay, a Service Award of five thousand and no/100 dollars (\$5,000.00) to Plaintiff, subject to Court approval. This service award shall be separate and apart from any other sums agreed under this Settlement Term Sheet. Class Counsel and Plaintiff agree not to seek a Service Award greater than five thousand and no/100 dollars (\$5,000.00).

Class Counsel will petition for approval of the Service Award at least 15 days before the hearing on the Motion for Final Approval on the Settlement. Defendant will pay, or cause to be paid, the amount approved by the Court that does not exceed \$5,000 total. The Court-approved Service Award will not affect any benefit provided to Class Members, including Plaintiff's benefits as achieved through Plaintiff's submission of a valid Claim Form. Defendant will pay, or cause to be paid, the Court-approved Service Award within 5 days of the Effective Date. Defendant's obligation for payment of any Court-approved Service Award will be fully satisfied upon receipt of the check or wire transfer by Class Counsel. Plaintiff will bear all liability (beyond the Court-approved Service Award payment itself), and Defendant will bear no liability, for payment of taxes due, if any, on the Court-approved Service Award. No interest will accrue with respect to the Court-approved Service Award if paid in accordance with the Settlement Agreement. If the Court reduces or disapproves Class Counsel's Service Award request, that will not be grounds to terminate the Settlement Agreement.

3.8 Residual Funds: All Residual Funds remaining in any account maintained by the Claims Administrator for purposes of administering this settlement shall be disbursed to a *cy pres* recipient to be agreed upon by the Parties and approved by the Court.

3.9 Remediation and Security Enhancements: Plaintiffs have received assurances that Defendant has undertaken certain reasonable steps to further secure its systems and environments

and Defendant will prepare a confidential declaration detailing same.

4. SETTLEMENT ADMINISTRATION

4.1 Claims and Settlement Administration:

A. Claims Administrator. The Parties have selected KCC, LLC as the third-party Claims Administrator to provide notice of the settlement to the Settlement Class and otherwise administer the settlement, subject to the approval of the Court. The Claims Administrator will administer the settlement, including: (1) providing notification of the proposed settlement to the same population as Defendant's pre-Lawsuit cybersecurity incident notification, which includes direct notification through mail; (2) creating and hosting a website, publicly accessible for one hundred and eighty (180) days after the Claims Deadline, dedicated to providing information related to this Lawsuit and access to relevant publicly available court documents relating to this Lawsuit, the settlement, and the Settlement Agreement, including the "Short Form Notices" and "Long Form Notice" of the settlement (attached hereto as Exhibits B and C, respectively), and offering Settlement Class Members the ability to submit claims and supporting documentation for relief; (3) maintaining a toll-free telephone number and P.O. Box by which Settlement Class Members can seek additional information regarding the Settlement Agreement; (4) processing claims and supporting documentation submissions, and the provision of approved payments to Settlement Class Members; (5) processing requests for exclusion from Settlement Class Members; and (6) providing any other administrative needs outlined by relevant provisions of the Settlement Agreement. The Long Form Notice will be sent to Settlement Class members who so request. Upon reasonable notice, the Claims Administrator and Defendant will make available for inspection by Settlement Class Counsel such information as reasonably necessary for Settlement Class Counsel to confirm that the Claims Administrator and Defendant have complied with the

settlement administration aspects of the Settlement. The Claims Administrator will set up a call center during business hours to answer Settlement Class Member's questions.

B. Review and Assistance. Settlement Class Counsel will be permitted to audit and review actual (or summary reports on) claims made, claims approved or denied, checks issued, calculation of benefits under the settlement, returned checks and uncashed checks to assist with (1) the effectuation of the settlement, and (2) the Parties' desire to reasonably ensure that the benefits are administered in a manner that attempts to reach each Settlement Class Member.

C. Cost of Settlement Administration. Defendant will be responsible for the cost of settlement administration, including the payment of the Claims Administrator. The cost of settlement administration will be paid by Defendant, separate and apart from the relief provided to Class Members. Class Counsel will not instruct the Claims Administrator to perform any work beyond that contemplated in this Agreement without the prior consent of Defendant.

D. Dispute Resolution.

- a. The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (1) a respective Claimant is a Settlement Class Member; (2) that Claimant has provided all information needed to complete the Settlement Class Claim Form, including any documentation that may be necessary to reasonably support the losses and/or reimbursements described in Section 3; and (3) the information submitted could lead a reasonable person to conclude that more likely than not that that Claimant has suffered the claimed losses as a result of the Incident. The Claims Administrator may, within sixty (60) days of the Claims Deadline, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim,

documentation requested on the Settlement Class Claim Form, and required documentation regarding the claimed losses. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete and plausible. For any claims that the Claims Administrator determines to be implausible, the Claims Administrator will deem those claims invalid.

- b. Upon receipt of an incomplete or unsigned Settlement Class Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request a Claim Supplementation via email or U.S. Mail additional information and give the Claimant twenty-one (21) days from the date the request is sent to cure the defect before rejecting the claim. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or thirty (30) days from the Claims Deadline, whichever comes later. If the defect is not timely cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.
- c. Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have ten (10) days to accept, in whole or lesser amount, or reject each claim. If, after review of the claim and all documentation submitted by the Claimant, the Claims Administrator determines that such a claim is facially valid, then the claim shall be paid. If the Claim Administrator determines that such a claim is not facially valid because the Claimant has not provided all information needed to complete the Claim Form and enable the Claim Administrator to evaluate the claim, then the Claims Administrator may reject the claim without any further action. If the claim is rejected in whole or in part for other

reasons, then the claim may be referred to a claims referee, who shall be selected by mutual agreement of the Parties should the need arise for said selection.

- d. Claimants shall have thirty (30) days from receipt of any offer of payment from the Claims Administrator to accept or reject the offer. If a Claimant rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its offered amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within thirty (30) days of it being made, then the dispute may be submitted to the claims referee within ten (10) days from the date by which the Claimant was required to approve the final determination.
- e. If any dispute is submitted to the claims referee, the claims referee may approve the Claims Administrator's determination by making a ruling within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee may make any other final determination of the dispute or request further supplementation of a claim within thirty (30) days of the claims referee's receipt of the submitted dispute. The claims referee's determination shall be based on whether the claims referee is persuaded that the claimed amounts are reasonably supported in fact and were more likely than not caused by the Incident. The claims referee shall have the power to approve a claim in full or in part. The claims referee's decision will be final and non-appealable. The claims referee shall make a final decision within thirty (30) days of the latter of the following events: (i) its receipt of the submitted dispute; or (ii) its receipt of all supplemental information requested.

4.2 No Other Financial Obligations on Defendant: Defendant will not be obligated to pay any fees, expenses, or costs in connection with the Lawsuit or the Settlement Agreement other than the amounts and categories specifically provided for in the Settlement Agreement.

4.3 Claim Form Retention: The Claims Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) days after the Effective Date or (b) the date all Claim Forms have been fully processed. Claim Forms and supporting documentation may be provided to the Court upon request and to Settlement Class Counsel and/or LifeWorks' Counsel to the extent requested or necessary to resolve Claims Administration issues pursuant to this Settlement Agreement.

4.4 Voided Checks: Any checks issued under this section shall be void if not negotiated within 120 days after their date of issue and shall bear the language: "This check must be cashed within 120 days, after which time it is void." Checks issued pursuant to this action that are not negotiated within 120 days of their date of issue shall not be reissued. If a Settlement Class Member fails to cash a check issued under this section before it becomes void, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member's right to receive monetary relief under the Settlement shall be extinguished, and Defendant shall have no obligation to make payments to the Settlement Class Member for compensation or loss reimbursement under Paragraph 3.1 or to make any other type of monetary relief to the Settlement Class Member. Such Settlement Class Member remains bound by all terms of the Settlement Agreement.

4.5 Settlement Funds: The Settlement funds and benefits that Defendant shall create or provide will not be subject to any non-claim statutes or any possible rights of forfeiture or escheat. All monies that might be paid are not vested, contingently due, or otherwise monies in which a

Settlement Class Member has an enforceable right and shall remain the property of Defendant until all conditions for payment have been met. No interest shall accrue or be payable in connection with any payment due under this Settlement Agreement.

4.6 Confidentiality of Information in Claim Forms: Information submitted by Settlement Class Members in connection with submitted claims for benefits under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, Settlement Class Counsel, and LifeWorks' Counsel.

5. NOTICE TO SETTLEMENT CLASS MEMBERS

5.1 The Parties agree that the following Notice Program provides reasonable notice to the Settlement Class.

5.2 By no later than thirty (30) days following entry of the Preliminary Approval Order (the "Notice Completion Deadline"), the Claims Administrator will notify Settlement Class Members of the settlement with the Short Form Notice. Defendant will provide last-known physical mailing addresses for the Settlement Class Members within ten (10) days of the Order Approving the Motion for Preliminary Approval. The Notice of Proposed Settlement will advise that Settlement Class Members have one hundred and twenty (120) days from the Notice Deadline.

5.3 Before mailing the notice, the Claims Administrator will update each Settlement Class Member's address through the National Change of Address Database ("NCOA") to attempt to obtain a more current name and/or physical mailing address for each potential Settlement Class Member.

5.4 Long Form Notice, in a form substantially similar to that attached hereto as Exhibit C, will be posted on the Settlement Website and sent to the Settlement Class Members who so request.

5.5 Short Form Notice, in a form substantially similar to that attached hereto as Exhibit B, shall be provided to Settlement Class through postcard Mailed Notice that is pre-filled with the Claimant's last known address, contains the URL for the Settlement Website and a summary of the settlement terms, served by direct mail to the last known address of the Settlement Class Member.

A. Email Notice. Email Notice, if any, shall be sent to each Settlement Class member on the date suggested by the Settlement Administrator and shall include a hyperlink to the Claim Form on the Settlement Website.

B. Mailed Notice. If any Mailed Notice is returned to the Claims Administrator as undelivered and a forwarding address is provided, the Claims Administrator will re-mail one additional time to the new address. For those Mailed Notices returned to the Claim Administrator as undeliverable with no forwarding address, the Claims Administrator will perform skip trace search and/or make other reasonable efforts to locate an updated address and, where such an address is found, will re-mail the Notice to the updated address.

5.6 The Settlement Website shall contain important information and documents, including an online Claim Form and ability to submit the Claim Form through that portal. A blank Claim Form will be accessible via the Settlement Website. Each Settlement Class Member will have a corresponding Claimant ID which will be listed on the Postcard Notice. If the Settlement Class Member enters his or her Claimant ID on the Settlement Website, the Claim Form will be pre-filled with the Claimant's last known address. Otherwise, the Settlement Class Member can access a blank Claim Form, in which case the Settlement Class Member must provide his or her personally identifiable information.

5.7 A call center will be available during business hours with a person who will answer

Settlement Class Members' questions.

5.8 Claim Forms shall be returned or submitted to the Claims Administrator via U.S. Mail or electronically through the Settlement Website and must be postmarked or submitted no later than the Claim Deadline set by the Court or be forever barred.

5.9 Prior to the Final Approval Hearing, the Claims Administrator shall provide to Settlement Class Counsel and LifeWorks' Counsel to file with the Court an appropriate affidavit or declaration from the Claims Administrator with respect to its compliance with the Court-approved Notice Program.

6. RELEASE

6.1. On the Effective Date, the Parties and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim may be pursued against Defendant or any Released Persons with respect to the Released Claims.

6.2 Upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiff, shall, either directly, indirectly, representatively, as a member of or on behalf of the general public or in any capacity, be permanently barred and enjoined from commencing, prosecuting, pursuing, or participating in any recovery in any action in this or any other forum (other than participation in the Settlement as provided herein) in which any of the Released Claims is asserted.

6.3 On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, (i) Plaintiff and each Settlement Class Member, and each of their respective spouses and children with claims on behalf of the Settlement Class Member, executors, representatives, guardians, wards, heirs, estates, successors, predecessors, next friends, co-

borrowers, co-obligors, co-debtors, legal representatives, attorneys, agents, and assigns, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasors), and each of them (collectively and individually, the “Releasing Persons”), and (ii) Settlement Class Counsel and each of their past and present law firms, partners, or other employers, employees, agents, representatives, successors, or assigns will be deemed to have, and by operation of the Final Order and Judgment shall have, fully, finally, completely, and forever released and discharged the Released Persons from the Released Claims. The release set forth in the preceding sentence (the “Release”) shall be included as part of any judgment, so that all Released Claims shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

6.4 Without in any way limiting the scope of the Release, the Release covers, without limitation, any and all claims for attorneys’ fees, costs, and expenses incurred by Settlement Class Counsel or any other counsel representing Plaintiff or Settlement Class Members, or any of them, in connection with or related in any manner to the Lawsuit, the Settlement, the administration of such Settlement and/or the Released Claims, as well as any and all claims for the Service Award to Plaintiff.

6.5 Subject to Court approval, as of the Effective Date, all Settlement Class Members shall be bound by this Settlement Agreement and the Release and all of their claims shall be dismissed with prejudice and released, irrespective of whether they received actual notice of the Lawsuit or this Settlement.

6.6 As of the Effective Date, the Released Persons are deemed, by operation of the entry of the Final Order and Judgment, to have fully released and forever discharged Plaintiff, the Settlement

Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, or any of them, of and from any claims arising out of the Lawsuit or the Settlement. Any other claims or defenses Defendant or other Released Persons may have against Plaintiff, the Settlement Class Members, Settlement Class Counsel, or any other counsel representing Plaintiff or Settlement Class Members, including, without limitation, any claims based upon or arising out of any employment, debtor-creditor, contractual, or other business relationship that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Lawsuit or the Released Claims are not released, are specifically preserved and shall not be affected by the preceding sentence.

Plaintiff and the Settlement Class Members agree that all federal or state laws, rules, or legal principles of any other jurisdiction are knowingly and voluntarily waived in connection with the claims released in the Settlement Agreement and agree that this is an essential term of the Settlement Agreement. Plaintiff and the Settlement Class Members acknowledge that they may later discover claims presently unknown or suspected, or facts in addition to or different from those which they now believe to be true with respect to the matters released in the Settlement Agreement. Nevertheless, Plaintiff and the Settlement Class Members fully, finally, and forever settle and release the Released Claims against the Released Parties.

6.7 As of the Effective Date, the Released Persons are deemed, by operation of entry of the Final Order and Judgment, to have fully released and forever discharged each other of and from any claims they may have against each other arising from the claims asserted in the Lawsuit, including any claims arising out of the investigation, defense, or Settlement of the Lawsuit.

6.8 Nothing in the Release shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein.

6.9 No Release of Unrelated Claims: Notwithstanding the foregoing, the Parties expressly agree and acknowledge that the Release negotiated herein shall not apply to any litigation or claim not related to or arising out of the Incident.

7. SETTLEMENT APPROVAL PROCESS

7.1 Preliminary Approval Order: As soon as practicable after the execution of the Settlement Agreement, the Parties shall jointly submit this Settlement Agreement to the Court, and Plaintiff will file a motion for preliminary approval of the settlement, requesting entry of a preliminary approval order, which:

- A. Preliminarily approves the Settlement Agreement;
- B. Certifies the Settlement Class for settlement purposes pursuant to Section 2;
- C. Finds that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class Members;
- D. Appoints the Claims Administrator in accordance with Section 4;
- E. Approves the Notice Program (as described *supra*) and directs the Claims Administrator and Defendant to provide notice to Settlement Class Members in accordance with said Notice Program;
- F. Approves the Short Form Notice to be mailed to Settlement Class Members in a form substantially similar to the one attached hereto as Exhibit A and the Long Form Notice in a form substantially similar to the one attached hereto as Exhibit B, which together shall include a fair summary of the Parties' respective litigation positions, the general terms of the Settlement set forth in this Settlement Agreement, instructions for how to opt-out of or object to the settlement, the process and instructions for making claims to the extent contemplated herein, and the date, time, and place of the Final Approval;
- G. Approves a Claim Form substantially similar to that attached hereto as Exhibit A, and directs the Claims Administrator to conduct settlement administration in accordance with the provisions of the Settlement Agreement;

- H. Approves the Exclusion, *e.g.*, opt-out, and Objection procedures outlined in the Settlement Agreement;
- I. Schedules a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court;
- J. Appoints Plaintiff as the Settlement Class Representative;
- K. Appoints Rachel Dapeer of Dapeer Law as Class Counsel for settlement purposes; and
- L. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of the Settlement Agreement.

A copy of the proposed Preliminary Approval Order is attached as Exhibit D. Should the Court decline to preliminarily approve any aspect of the Settlement Agreement, with the exception of payment of Settlement Class Counsel fees or Plaintiff's Service Award, the Settlement Agreement will be null and void, the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Lawsuit as if the settlement had not occurred.

7.2 Right of Exclusion: Settlement Class Members who submit a timely, written request for Exclusion from the Settlement Class will be excluded from the Settlement Class. A request for exclusion must be in writing and signed by the Settlement Class Member, and the written request must state the name, address, and phone number of the person seeking exclusion. The written request also must clearly manifest a person's intent to be excluded from the Settlement Class. The request must be mailed to the Claims Administrator at the address provided in the Class Notice no later than sixty (60) days from the date the Class Notice is issued, or any other date set by the

Court. To be effective, an Opt-Out Request must be postmarked no later than the final date of the Opt-Out Period. A request for exclusion that does not include all of the foregoing information, or that is sent to an address other than the one designated in the Class Notice, or that is not mailed by the deadline will be invalid, and the person submitting the request will remain a Settlement Class Member. Requests for exclusion must be exercised individually by the Settlement Class Member or authorized representative, and not as or on behalf of a group, class or subclass. A Settlement Class Member who submits a valid Claim Form is not eligible for exclusion, and any subsequent request for exclusion will be invalid. All persons who submit valid, timely notices of their intent to opt-out of the Settlement Class shall not receive any benefits of and/or be bound by the terms of the Settlement Agreement. All persons falling within the definition of the Settlement Class who do not request to be excluded from the Settlement Class in the manner described in this Paragraph shall be bound by the terms of the Settlement Agreement. Settlement Class Counsel will file a list of Settlement Class Members requesting exclusion with the Court. No later than ten (10) days before the Final Approval Hearing, the Settlement Administrator shall file proof of mailing of the Notice, along with the Opt-Out list which shall be a list of all persons who timely and properly requested exclusion from the Settlement Class, and an affidavit or declaration attesting to the accuracy of the Opt-Out List.

7.3 Right to Object: Any Settlement Class Member who objects to the settlement may appear individually or through counsel, at his or her own expense, at the Final Approval Hearing to present any relevant evidence or argument. No Settlement Class Member will be heard and no papers submitted by any Settlement Class Member will be considered unless, no later than sixty (60) days from the date the Notice is issued, or any other date set by the Court, the Settlement Class Member files with the Court and mails to Settlement Class Counsel and LifeWorks' Counsel written

objections that include: (a) the title of the case; (b) the objector's name, address, and telephone number; (c) all legal and factual bases for any objection; and (d) copies of any documents that the objector wants the Court to consider. An objector is not required to attend the Final Approval Hearing. Should the objector wish to appear, either with or without counsel, at the Final Approval Hearing, he or she must so state, must file with the Court, must mail or hand-deliver to Settlement Counsel and LifeWorks' Counsel a notice of appearance no later than sixty (60) days after the Notice Deadline, and must identify any documents or witnesses the Settlement Class Member intends to call on his or her behalf.

If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, the notice of appearance filed with the Court must also identify the attorney(s) representing the objector who will appear at the Final Approval Hearing and include each such attorney's name, address, phone number, email address, state bar(s) to which counsel is admitted, as well as associated state bar numbers, and a list identifying all objections such counsel has filed to class action settlements in the past three (3) years, the results of each objection, any court opinions ruling on the objections, and any sanctions issued by a court in connection with objections filed by such attorney.

Any Settlement Class Member who fails to object in this manner will be deemed to have waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and the Settlement Class Member shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Lawsuit. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions set forth in this Paragraph. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Judgment and Order approving this Settlement Agreement, or the judgment to be entered

upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

7.4 Notices: All notices (other than the Notice) required by the Settlement Agreement shall be made in writing and communicated by U.S. Mail or hand delivery to the following addresses:

All Notices to Settlement Class Counsel or Plaintiff shall be sent to:

Rachel Dapeer, Esq.
DAPEER LAW, P.A.
20900 NE 30th Ave., Suite 417
Aventura, FL 33180

All Notices to LifeWorks' Counsel or LifeWorks shall be sent to:

Michael Jervis, Esq.
MULLEN COUGHLIN LLC
426 W. Lancaster Avenue, Suite 200
Devon, PA 19333

Upon the request of any of the Parties, the Parties agree to promptly provide each other with copies of comments, Objections, requests for exclusion, or other documents, communications, or filings received as a result of the Notice.

7.5 Final Approval Hearing: Settlement Class Counsel and LifeWorks' Counsel shall request that after Notice is completed, the Court hold a Final Approval Hearing and grant final approval of the Settlement set forth herein. At the time of the submission of the Settlement Agreement to the Court for preliminary approval, the Parties shall request that the Court hold a hearing on final approval of the settlement approximately one hundred and fifty (150) days after entry of the Preliminary Approval Order.

7.6 Motion for Final Approval: At least fifteen (15) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for final approval of the Settlement Agreement.

7.7 Final Judgment and Order: At the Final Approval Hearing, the Parties will ask the Court to enter a Final Order and Judgment .

7.8 Finality of Judgment: The Final Judgment and Order will be deemed final, and the “**Effective Date**” will occur: (a) thirty (30) days after the Final Judgment and Order is entered if no notice of appeal or motion tolling the time for appeal is filed; or (b) if any such document is filed, fourteen (14) days after all appellate proceedings (including proceedings in the Court in the event of a remand) have been finally terminated and the Settlement Agreement has been finally approved in all material respects. If and when the Final Order and Judgment becomes Final, the Lawsuit shall be dismissed with prejudice, with the Parties to bear their own attorneys’ fees, costs and expenses not otherwise provided in accordance with this Settlement Agreement.

8. TERMINATION OF THIS SETTLEMENT AGREEMENT

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

- (a) The Court denies preliminary approval of this Settlement Agreement;
- (b) The Court denies final approval of this Settlement Agreement; or
- (c) The Final Order and Judgment does not become Final because a higher court

reverses final approval by the Court.

8.2 If a Party elects to terminate this Settlement Agreement under this Section 8, that Party must provide written notice to the other Party’s counsel, by hand delivery, mail, or email within ten (10) days of the occurrence of the condition permitting termination.

8.4 Nothing shall prevent Plaintiff or LifeWorks 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. In the event such appellate proceedings result, by order of the appellate court or by an order after or a combination thereof, in the entry of an order(s) whereby the Settlement is approved

in a manner substantially consistent with the substantive terms and intent of this Settlement Agreement, and dismissing all claims in the Lawsuit with prejudice, and otherwise meeting the substantive criteria of this Settlement Agreement for approval of the Settlement, such order shall be treated as a Final Order and Judgment.

8.5 If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement and all orders entered in connection therewith shall be rendered null and void; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in the Lawsuit or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*; (iii) Defendant shall be responsible for all Notice and Claims Administration Costs incurred prior to the termination or disapproval; (iv) all Parties shall be deemed to have reverted to their respective positions and status in the Lawsuit as of the date this Settlement Agreement was executed and shall jointly request that a new case schedule be entered by the Court; and (v) Defendant shall have no payment, reimbursement, or other financial obligation of any kind as a result of this Settlement Agreement, other than as stated in Sub-Part (iii) above.

9. MISCELLANEOUS PROVISIONS

9.1 Integration and Drafting: The Settlement Agreement was drafted and negotiated by counsel for the Parties at arm's length. It sets forth the entire agreement among the Parties with respect to the settlement of the Lawsuit based on the material terms agreed to with the assistance of a third-party neutral. This Settlement Agreement supersedes all prior negotiations and agreements with respect to the settlement of the Lawsuit and may not be modified or amended, except by a writing signed by or on behalf of the Parties or their respective successors-in-interest,

as provided in Paragraph 9.2. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on, except as expressly set forth in this Settlement Agreement.

9.2 Amendment, Court Approval, Extensions: The Settlement Agreement may not be amended without the written consent of all Parties and approval of the Court; provided, however, that the Parties may agree to reasonable extensions of time to carry out any provision of the Settlement Agreement, and provided further that any extension of more than 30 days must be approved by the Court.

9.3 Construction: The Settlement Agreement has been drafted by all Parties and shall not be construed for or against any of the Parties. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa), and the use of the masculine includes the feminine (and vice-versa). All dollar amounts are in United States dollars (USD).

9.4 Integration of Exhibits: The exhibits to the Settlement Agreement are incorporated by reference and are an integral part of the Settlement Agreement.

9.5 Counterparts: The Settlement Agreement may be executed in counterparts, each of which will be considered an original. Executed signature pages are valid and enforceable whether they are originals or copies, and whether transmitted by facsimile, email, or any other means.

9.6 Advice of Counsel: The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its exhibits, and have

been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

9.7 No Evidence, No Admission: No provision contained in this Settlement Agreement or any action taken hereunder shall constitute or be construed as an admission of the merit or validity of any claim or any fact alleged in the Lawsuit or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or the Released Persons or any admission by Defendant or the Released Persons with respect to any claim or allegation made in any action or proceeding or any concession as to the merit of any of the claims asserted by Plaintiff in the Lawsuit. This Settlement Agreement or any related negotiations shall not be offered or be admissible in evidence against either Party or the Released Persons or cited or referred to in any action or proceeding, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant or the Released Persons that Plaintiff's claims or any similar claims are suitable for class treatment outside of this Settlement.

9.8 Tax Consequences: Defendant gives no opinion as to the tax consequences of the settlement to Settlement Class Members or anyone else. Each Settlement Class Member's or other person's tax obligations, if any, and the determination of those obligations, are the sole responsibility of the Settlement Class Member or other person. Defendant and Class Counsel will act as they determine are required by the Internal Revenue Code in reporting any settlement benefit provided or attorneys' fees or costs received pursuant to the Settlement Agreement.

9.9 Cooperation in Effecting Settlement: The Parties, their successors and assigns, and their attorneys will implement the Settlement Agreement in good faith, use good faith in resolving any disputes that may arise in the implementation of the Settlement Agreement, cooperate with one

another in seeking Court approval of the Settlement Agreement, and use their best efforts to effect the prompt consummation of the Settlement Agreement.

9.10 Authority to Execute Agreement: Each person executing the Settlement Agreement represents that he or she is authorized to execute it and bind the Party on whose behalf he or she is executing the Settlement Agreement. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her, or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

7.11 Final Agreement: The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Lawsuit. The Settlement compromises and releases claims that are contested and shall not be deemed an admission by any Party as to the merits of any claim or defense. The Parties each agree that the Settlement was negotiated in good faith by the Parties and was reached voluntarily after consultation with competent legal counsel. The Parties reserve their right to rebut, in a manner that such Party determines to be appropriate, any contention made in any public forum that the Lawsuit was brought or defended in bad faith or without a reasonable basis. It is agreed that neither Party shall have any liability to one another as it relates to the Lawsuit, except as set forth herein.

9.11 No Assignment: The Parties represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

9.12 Successors and Assigns: This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

9.13 Jurisdiction: The Court shall retain jurisdiction with respect to implementation and

enforcement of the terms of this Settlement Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

9.14 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the state of Florida, without regard for its choice-of-law rules.

9.15 Invalid, Illegal, Unenforceable Provisions: In the event that any one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, which shall remain in full force and effect as though the invalid, illegal, or unenforceable provision had never been a part of this Settlement Agreement, as long as the benefits to Defendant or the Settlement Class Members are not materially altered as the result of the invalid, illegal, or unenforceable provision.

9.16 Third Party Claims to Settlement Payments: In the event a third party, such as a bankruptcy trustee, former spouse, or other third party, has or claims to have a claim against any payment made or to be made to a Settlement Class Member, it is the sole responsibility of the Settlement Class Member to transmit the funds to such third party in satisfaction of such claims.

9.17 Waiver of Terms and Conditions: There shall be no waiver of any term or condition absent an express writing to that effect by the waiving Party. No waiver of any term or condition in this Settlement Agreement shall be construed as a waiver of a subsequent breach or failure of the same term or condition, or waiver of any other term or condition of this Settlement Agreement.

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Tanya Fabregas

04/03/2024

Date

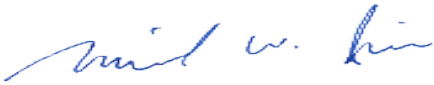


On behalf of Lifeworks

4/03/2024

Date

Approved as to form:



Michael Jervis

4/04/2024

Date

Attorneys for Defendant



Rachel Dapeer

04/03/2024

Date

*Attorneys for Plaintiff and the Settlement
Class*