

**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,

Plaintiff,

v.

LIFEWORKS WELLNESS CENTER, LLC,

Defendant.

Case No. 23-CA-014579

ORDER PRELIMINARILY APPROVING CLASS SETTLEMENT

WHEREAS Plaintiff Tanya Fabregas (“Plaintiff”) individually and as Class Representative on behalf of a proposed Settlement Class and Defendant Lifeworks Wellness Center, LLC (“Lifeworks” or “Defendant”), all acting by and through their respective counsel, have agreed, subject to Court approval, to settle this Lawsuit upon the terms and conditions stated in the Settlement Agreement and Release (the “Agreement”):

NOW, THEREFORE, based upon the Agreement, upon all of the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a hearing should be held to determine whether the Proposed Settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. The Agreement (including Exhibits) is hereby incorporated by reference in this Order, and all terms defined in the Agreement will have the same meanings in this Order, unless otherwise define herein.
2. The Court finds that it has subject matter jurisdiction to preliminarily approve the

Settlement Agreement, including all exhibits thereto and the settlement contained therein and that it has personal jurisdiction over Plaintiffs, Defendant, all Settlement Class Members, and any party to any agreement that is part of or related to the Agreement.

3. The Court has reviewed the terms of the proposed Settlement Agreement, the exhibits and attachments thereto, Plaintiff's motion papers and briefs, and any declarations of counsel and the Settlement Administrator. Based on its review of these papers, the Court finds that the Settlement Agreement appears to be the result of serious, informed, non-collusive negotiations conducted with the assistance of Ret. Hon. Judge Gregory Holder, through which the basic terms of the Settlement were negotiated and finalized. The Court further observes that the Settlement Agreement is the product of an informal exchange of information between the Parties before mediation. The Court preliminarily approves the Agreement (including Exhibits), finding that the Proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class, and does not improperly grant preferential treatment to any individual or segment of the Class.
4. Pursuant to Florida Rule of Civil Procedure 1.220, for settlement purposes only, the following Settlement Class is preliminarily certified:

All individuals, including, but not limited to, patients and potential patients to whom Lifeworks Wellness Center, LLC ("Lifeworks" or "Defendant") sent written notice from Lifeworks regarding the Data Breach.

Excluded from the class are the judge presiding over this Action, and members of his direct family; Lifeworks, 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 and directors; and Class

members who submit a valid request to be excluded from the settlement prior to the Opt-Out Deadline.

5. The Court preliminarily finds that the Class satisfies the requirements of Florida Rule of Civil Procedure 1.220 for settlement purposes only: the Class is comprised of many thousands of individuals; there are questions of law or fact common to the Class; the Class Representatives' claims are typical of those of Class Members; and the Class Representatives will fairly and adequately protect the interests of the Class.
6. Plaintiff is preliminarily appointed as representative of the Settlement Class ("Class Representative"), and the following attorney is experienced and adequate counsel and is preliminarily appointed as class counsel for the Settlement Class ("Class Counsel"):

Rachel Dapeer, Esq.
DAPEER LAW, P.A.
20900 NE 30th Avenue, #417
Aventura, FL 33180
T: 954-799-5914

7. Pursuant to the Settlement Agreement, the Parties have designated KCC as the Settlement Administrator. KCC shall perform all the duties of the Settlement Administrator set forth in the Settlement Agreement.
8. The Court finds that the Class Notice and proposed Notice program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 1.220 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances. The Class Notice and Notice program are reasonably calculated to apprise Class Members of the nature of this Litigation, the scope of the Class, the terms of the Settlement Agreement, the right of Class Members to object to the Settlement Agreement or exclude themselves from the Class and the processes for doing so, and the Final Approval Hearing. The Court therefore approves the Class Notice and Notice program and

directs the Parties and the Settlement Administrator to proceed with providing notice to Class Members pursuant to the terms of the Settlement Agreement and this Order.

9. The Settlement Administrator shall commence the Notice program within the time required by the Settlement Agreement.
10. Within 10 days of entry of this Order, Defendant shall provide the last-known physical mailing address it possesses for potential Settlement Class members. The Settlement Administrator shall run physical mailing addresses 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. Within 30 days of entry of this Order, the Settlement Administrator shall send a copy of the Mailed Notice by first-class mail to the Settlement Class members, including Claim Form with sufficient postage pre-paid, as set forth in paragraph 18 of the Agreement.
11. If any Notice and/or Claim Form mailed to any potential Settlement Class Member is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will promptly log each Notice and/or Claim Form that is returned as undeliverable and provide copies of the log to Defendant and Class Counsel upon request. If the mailing is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the mailing to that address. For the remaining returned mailings, the Settlement Administrator will use reasonable efforts to attempt to obtain a new address and those mailings shall be forwarded to any new address obtained through such a search. If any Notice is returned as undeliverable a second time, no further mailing shall be required. The Court finds that the procedures set forth herein constitute reasonable and the best practicable notice under the circumstances and an appropriate and sufficient

effort to locate current addresses of Settlement Class Members.

12. The Court directs the Settlement Administrator to maintain a call center that will operate during business hours to answer Settlement Class Member questions.
13. The Court preliminarily finds that the notice provided to potential Settlement Class Members (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Lawsuit and of their right to object or to exclude themselves from the Proposed Settlement; and (iii) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive notice.
14. Potential Settlement Class Members who wish to exclude themselves from the Settlement Class must submit timely, written requests for exclusion as set forth in the Agreement. To be effective, such a request must include the Settlement Class Member's name and address, the name of the proceeding, a clear and unequivocal statement that the Settlement Class Member wishes to be excluded from the Settlement Class, and the personal signature of the Settlement Class Member or his or her Legally Authorized Representative. The request must be mailed to the Claims Administrator at the address provided in the Class Notice and must be postmarked no later than 90 days after entry of this Order. Requests for exclusion must be submitted individually by the Settlement Class Member or his or her Legally Authorized Representative, and not as or on behalf of a group, class, or subclass.
15. All Class Members who do not opt out and exclude themselves shall be bound by the terms of the Settlement Agreement upon entry of the Final Approval Order and Judgement.
16. No later than 10 days before the Final Approval Hearing, the Settlement Administrator shall file proof of mailing of the Class 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.

17. Potential Class Members who submit timely and valid requests for exclusion in the manner set forth in the Class Notice and the Agreement shall be excluded from the Settlement Class. Such Persons shall have no rights under the proposed settlement, shall not share in any distribution of funds under the proposed settlement, and shall not be bound by the Settlement Agreement or by any Final Judgment and Order approving the proposed settlement.
18. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Class Notice and Agreement shall be bound by any Final Judgment and Order entered, even if such Settlement Class Members never received actual notice of this Lawsuit or this Proposed Settlement, or never submitted a claim pursuant to the Proposed Settlement. If final approval of the Proposed Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Persons, as defined in the Agreement.
19. Settlement Class Members who do not request exclusion from the Settlement Class may object to the Proposed Settlement. Settlement Class Members who choose to object to the Proposed Settlement must file with the court written notices of intent to object or intervene, as described in the Agreement and below, and send such objection to Class Counsel and counsel for Lifeworks. Any Settlement Class Member who has timely filed an objection in compliance with the Agreement and this Order may appear at the Final Approval Hearing, in person or by counsel, and be heard to the extent allowed by the Court. The right to object to the Proposed Settlement must be exercised individually by an individual Settlement

Class Member or his or her attorney or his or her Legally Authorized Representative, and not as a member of a group, class, or subclass.

20. To be timely, any objection or motion to intervene must be postmarked and mailed to the Settlement Administrator, and filed with the Court, no later than 90 days after entry of this Order. Any untimely objection or motion to intervene may not be considered, at the discretion of the Court.
21. A notice of intent to object to the proposed settlement must also contain:
 - (a) the title of the case;
 - (b) the objector's name, address, and telephone number;
 - (c) all legal and factual bases for any objection;
 - (d) copies of any documents supporting the objection or that the objector otherwise wants the Court to consider;
 - (e) the identity of any attorney(s) representing the objector;
 - (f) a statement regarding whether the objector (or his/her attorney) intends to appear at the Final Approval Hearing;
 - (g) a statement identifying all class action settlements objected to by the objector in the previous five years; and
 - (i) the signature of the objector or his/her attorney.

A lack of substantial compliance with these requirements may result in the objection not being considered by the Court.

22. Settlement Class Members who object to the proposed Settlement shall remain Settlement Class Members, and waive their right to pursue an independent remedy against Defendant. To the extent any Settlement Class Member objects to the proposed Settlement, and such objection is overruled in whole or in part, such Settlement Class Member will be forever bound by the Final Judgment and Order of the Court.
23. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the proposed Settlement on October 2, 2024 at 10:45 A.M via Zoom. During the Final Approval Hearing, the Court will consider whether the proposed settlement

described in the Agreement is fair, reasonable, and adequate; whether the Court should enter the proposed Final Judgment and Order approving the proposed Settlement and dismissing this Lawsuit on the merits, with prejudice; whether the Class should be finally certified; whether the preliminary appointment of the Class Representative should be made final; whether to award the Class Counsel Payment and whether to make and the amount of any Service Awards to the Class Representative; and whether a final judgment should be entered. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class Members other than on the settlement website, and the Court's docket.

24. Upon a showing of good cause, the Court may extend any of the deadlines set forth in this Order without further notice to the Settlement Class.
25. The Court stays all proceedings in this Lawsuit until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Proposed Settlement or to effectuate the term of the Agreement.
26. The schedule of events referenced above should occur as follows:

Event	Date
Notice Completion Deadline	No later than thirty (30) days after entry of this Preliminary Approval Order (the "Notice Date")
Postmark/Email Deadline for Requests for Exclusion (Opt-Outs)	No later than sixty (60) days after the Notice Date ("Exclusion/Objection Deadline")
Filing and Service Deadline for Objections	No later than sixty (60) days after the Notice Date, i.e., the Exclusion/Objection Deadline
Motion for Class Counsel Payment and Service Awards to be filed by Class Counsel	No later than fifteen (15) days before the Final Approval Hearing
Claims Deadline	No later than one hundred twenty (120) days after the Notice Date
Deadline to file Motion for Final Approval of the Settlement	No later than fifteen (15) days before the Final Approval Hearing

Final Approval Hearing	At least one hundred fifty (150) days after entry of the Preliminary Approval Order
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DONE AND ORDERED in chambers in HILLSBOROUGH CIRCUIT COURT, Florida
this ____ day of _____, 2024.

Electronically Conformed 4/10/2024
Mark Wolfe

CIRCUIT COURT JUDGE

Copies finished to:
Counsels of Record