

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A NOTICE OF A LAWSUIT AGAINST YOU OR A SOLICITATION FROM A LAWYER.

PLEASE READ THIS NOTICE CAREFULLY

To: All individuals, including, but not limited to, patients and potential patients to whom Lifeworks Wellness Center, LLC (“Lifeworks”) sent written notice from Lifeworks regarding the Data Breach.

A proposed Settlement has been reached in the class action lawsuit *Tanya Fabregas v. Lifeworks Wellness Center, LLC*, Case No. 23-CA-014579 in the Thirteenth Judicial Circuit in and for Hillsborough County, Florida (the “Lawsuit”). The Lawsuit asserted claims against Lifeworks arising out of the Incident.

If you are a member of the Settlement Class, you have the following options:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM BY SEPTEMBER 7, 2024	You must submit a valid Claim Form to receive credit-monitoring services from the Settlement and reimbursement for unreimbursed expenses and losses.
DO NOTHING	You will receive no benefits from the Settlement and will no longer be able to sue the Released Parties, ¹ including Lifeworks, over the claims resolved in the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY JULY 9, 2024	You will receive no benefits from the Settlement, but you will retain your legal claims against the Released Parties.
OBJECT BY JULY 9, 2024	Write to the Court about why you do not like the Settlement. You must remain in the Settlement Class to object to the Settlement.

No payments or other settlement benefits will be issued until after the Court gives final approval to the Settlement and any appeals are resolved.

Please review this notice carefully. You can learn more about the Settlement by visiting www.LifeworksDataSettlement.com or by calling 1-877-326-8967.

¹ The Released Parties are Lifeworks and all of its agents, predecessors, successors, parents, subsidiaries, affiliates, assigns, representatives, directors, officers, employees, shareholders, members, partners, principals, attorneys, insurers and reinsurers for all claims and causes of action pleaded or that could have been pleaded that are related in any way to Incident.

Further Information about this Notice and the Lawsuit

1. Why was a Notice issued?

You received a Notice because you may be a member of the Settlement Class eligible to receive benefits from a proposed settlement of the class action Lawsuit. The Court overseeing the Lawsuit authorized this Notice to advise Settlement Class Members about the proposed Settlement that will affect their legal rights. The Notice explains certain legal rights and options you have in connection with that Settlement.

2. What is the Lawsuit about?

The Lawsuit is a proposed class action lawsuit against Lifeworks brought on behalf of all persons whose personally identifiable information ("PII") was potentially compromised as a result of the Incident and who were sent written notice of the Incident by Lifeworks. Defendant denies these claims and asserts it did not do anything wrong. No court or other judicial entity has made any judgment or other determination that Defendant has any liability for these claims or did anything wrong.

3. Why is the Lawsuit a class action?

In a class action, one or more representative plaintiffs bring a lawsuit for others who are alleged to have similar claims. Together, these people are the "class" and each individually is a "class member." There is one Plaintiff (or Representative Plaintiff) in this case: Tanya Fabregas.

4. Why is there a Settlement?

The Plaintiff in the Lawsuit, through Plaintiff's attorney ("Class Counsel"), investigated the facts and law relating to the issues in the Lawsuit. The Plaintiff and Class Counsel believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefits to the Settlement Class. The Court has not decided whether the Plaintiff's claims or Lifeworks' defenses have any merit, and it will not do so if the proposed Settlement is approved. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid claims will receive benefits from the Settlement. The Settlement does not mean that Lifeworks did anything wrong, or that the Plaintiff and/or the Settlement Class would, or would not, win the case if it were to go to trial.

Terms of the Proposed Settlement

5. Who is in the Settlement Class?

The Settlement Class is defined as all individuals whose PII was potentially compromised by the Incident which was announced on or about July 26, 2023.

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

6. What are the Settlement Benefits?

Identity Protection and Credit Monitoring Services

The proposed Settlement provides one year of credit monitoring service free of charge to Settlement Class Members who submit a valid Claim Form.

Compensation for Unreimbursed Ordinary Expenses, Extraordinary Losses and Lost Time

The Settlement also provides compensation for the following unreimbursed out-of-pocket expenses, up to a total of \$75 per member of the Settlement Class:

1. Out-of-pocket expenses incurred as a result of the Incident, including bank fees, long-distance phone charges, cell phone charges (if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and
2. Fees for credit reports, credit monitoring, or other identity theft insurance product purchased on or after May 20, 2023 through **May 10, 2024**.

¹ Monetary losses relating to fraud or identity theft and fees for credit repair services, incurred as a result of the Incident.

The Settlement further provides compensation for the following unreimbursed extraordinary losses, up to a total of \$3,500 per member of the Settlement Class:

Additionally, the Settlement provides for compensation for up to 3 hours of attested lost time at a rate of \$22.50 per hour for time spent dealing with the Incident.

Compensation for such expenses and losses (except for lost time), shall be paid only if:²

1. The loss is an actual, documented, and unreimbursed monetary loss;
2. The loss was more likely than not caused by the Incident;
3. The loss occurred between May 20, 2023 and **September 7, 2024**;
4. The loss is not already covered by one or more of the normal reimbursement categories;
5. The Settlement Subclass Member 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; and
6. Documentation of the claimed losses is not “self-prepared.” Self-prepared documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement.

New Practices

Lifeworks has implemented improvements, and plans for future implementations, to improve its cybersecurity since the Incident.

7. What claims are Settlement Class Members giving up under the Settlement?

Settlement Class Members who do not validly exclude themselves from the Settlement will be bound by the Settlement Agreement and Release (“Settlement Agreement”), and any final judgment entered by the Court, and will give up their right to sue the Released Parties for the claims being resolved by the Settlement.

The claims that are being released and the persons and entities being released from those claims are described in the Settlement Agreement. To view the Settlement Agreement, please visit www.LifeworksDataSettlement.com.

Your Options as a Settlement Class Member

8. If I am a Settlement Class Member, what options do I have?

If you are a Settlement Class Member, you do not have to do anything to remain in the Settlement. However, if you want one year of credit monitoring and/or to request compensation for unreimbursed expenses and losses or the alternative cash payment, you **must** complete and submit a Claim Form postmarked or submitted online by **September 7, 2024**. You may download or submit a Claim Form online at www.LifeworksDataSettlement.com.

If you do not want to give up your right to sue the Released Parties about the Incident or the issues raised in this case, you must exclude yourself (or “opt out”) from the Settlement Class. See Question 12 below for instructions on how to exclude yourself.

If you object to the Settlement, you must remain a Settlement Class Member (i.e., you may not also exclude yourself from the Settlement Class/Subclass by opting out) and file a written objection in this case with the Court. (See Question 20 below.) If you object, you may still submit a claim if you want compensation for unreimbursed losses or identity theft protection and credit monitoring services.

9. What happens if I do nothing?

If you do nothing, you will get no benefit from this Settlement. Unless you exclude yourself, after the Settlement is granted final approval and the judgment becomes final, you will be bound by the judgment and you will never be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Released Parties related to the claims released by the Settlement.

10. How do I submit a claim?

You may complete the Claim Form online at www.LifeworksDataSettlement.com. You may also obtain a paper Claim Form by downloading it at www.LifeworksDataSettlement.com or by calling the Claims Administrator at **1-877-326-8967**.

² Compensation for lost time requires a statement regarding the time spent and how it was related to the data breach Incident.

If you choose to complete a paper Claim Form, you may either submit the completed and signed Claim Form and any supporting materials electronically at www.LifeworksDataSettlement.com or mail them to:

Lifeworks Claims Administrator
P.O. Box 301172
Los Angeles, CA 90030-1172

11. Who decides my Settlement claim and how do they do it?

The Claims Administrator will initially decide whether a Claim Form is complete and valid and includes all required documentation. The Claims Administrator may require additional information from any claimant. Failure to timely provide all required information will invalidate a claim and it will not be paid.

12. How do I exclude myself from the Settlement?

You must make a signed written request that (i) clearly states that you wish to exclude yourself from the Settlement Class in this Lawsuit, and (ii) includes your name, address and phone number. You must send your request by **July 9, 2024** to this address:

Lifeworks Claims Administrator Attn: Exclusions
P.O. Box 301172
Los Angeles, CA 90030-1172

13. If I exclude myself, can I receive a benefit from this Settlement?

No. If you exclude yourself, you will not be entitled to any Settlement benefits. However, you will also not be bound by any judgment in this Lawsuit.

14. If I do not exclude myself, can I sue the Released Parties for the Incident later?

No. Unless you exclude yourself, you give up any right to sue the Released Parties for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you exclude yourself, do not submit a Claim Form requesting a benefit from this Settlement.

15. How do I object to the settlement?

All Settlement Class Members who do not request exclusion from the Settlement Class have the right to object to the Settlement or any part of it. You can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement benefits will be sent out and the lawsuit will continue.

Any objection to the proposed Settlement must be in writing and it and any supporting papers must be filed with the Court and mailed to Class Counsel and Lifeworks' Counsel.

Court	Class Counsel	Lifeworks' Counsel
George Edgecomb Courthouse 800 E. Twiggs St. Tampa, FL 33602	Rachel Dapeer DAPEER LAW, P.A. 20900 NE 30 th Avenue, #417 Aventura, FL 33180	Michael Jervis MULLEN COUGHLIN LLC 426 W. Lancaster Avenue, #200 Devon, PA 19333

Objections must be filed or postmarked no later than **July 9, 2024**.

To be considered by the Court, your objection must include: (a) the title of the case; (b) your name, address, and telephone number; (c) all legal and factual bases for your objection; (d) copies of any documents that you want the Court to consider; (e) the identity of any attorney(s) representing you; (f) a statement regarding whether you or your attorney intend to appear at the Final Approval Hearing; (g) a statement identifying all class action settlements objected to by you in the previous five years; and (h) your or your attorney's signature.

If you fail to object in this manner, you will be deemed to have waived and forfeited any and all rights you may have to appear separately and/or to object to the Settlement Agreement, and you 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.

Court Approval of the Settlement

16. How, when and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. That hearing is scheduled for **October 2, 2024, at 10:45 A.M.**, via Zoom. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are timely objections, the Court will consider them and will listen to people who have properly requested to speak at the hearing. The Court may also consider Plaintiff's request for attorneys' fees and costs, and Plaintiff's request for service awards for the Representative Plaintiff. After the hearing, the Court will decide whether to approve the Settlement.

It is possible the Court could reschedule the hearing to a different date or time without notice, so it is a good idea before the hearing to check www.LifeworksDataSettlement.com to confirm the schedule if you wish to attend.

17. Do I have to attend the hearing?

No. You do not need to attend the hearing unless you object to the Settlement and wish to appear in person. It is not necessary to appear in person to make an objection; the Court will consider any written objections properly submitted according to the instructions in Question 15. You or your own lawyer are welcome to attend the hearing at your expense, but are not required to do so.

18. What happens if the Court approves the Settlement?

If the Court approves the Settlement, there may still be appeals. If an appeal is taken, it is possible the Settlement could be disapproved on appeal. We do not know how long this process may take.

19. What happens if the Court does not approve the Settlement?

If the Court does not approve the Settlement, there will be no Settlement benefits available to Settlement Class Members, Class Counsel, or the Plaintiffs, and the case will proceed as if no Settlement had been attempted.

Lawyers for the Settlement Class

20. Who represents the Settlement Class?

The Court has appointed the following Class Counsel to represent the Settlement Class Members in this Lawsuit:

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

Settlement Class Members will not be charged for the services of Class Counsel; Class Counsel will be paid by Lifeworks, subject to Court approval. However, you may hire your own attorney at your own expense to advise you in this matter or represent you in making an objection or appearing at the Final Approval Hearing.

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

Plaintiff will seek an order from the Court requesting that attorneys' fees be awarded to Class Counsel in the amount of up to \$195,000 inclusive of any costs and expenses of the Litigation (the "Class Counsel Payment").

Plaintiff will also seek an order from the Court requesting that Service Awards in the amount of up to \$5,000 be awarded to the Representative Plaintiff for Plaintiff's time and effort expended on behalf of the Settlement Class in the Litigation.

If the Court awards the Class Counsel Payment or the Service Awards described above, the Court's award(s) will not affect any benefits provided to Settlement Class Members, or Plaintiff.

22. Who represents Lifeworks in the Lawsuit?

Lifeworks is represented by the following lawyer:

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

For Further Information

23. What if I want further information or have questions?

For additional information, please visit www.LifeworksDataSettlement.com. You may also contact the Claims Administrator by mail, email or phone:

Mail:
Lifeworks Claims Administrator
P.O. Box 301172
Los Angeles, CA 90030-1172

Email:
infolifeworksdatasettlement@kccllc.com

Phone:
877-326-8967

PLEASE DO NOT CONTACT THE COURT OR LIFEWORKS' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.