

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

EMILY BENNETT, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

HOLISTIX TREATMENT CENTERS, LLC
d/b/a LAKE WORTH HOLISTIX DETOX
d/b/a LEVEL UP TREATMENT LAKE
WORTH,

Defendant.

Case No. 502025CA005943XXXAMB

**PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

INTRODUCTION

The Court should grant final approval of the parties' settlement under Florida law because it achieves what Plaintiff set out to accomplish with this case. In July 2024, criminals compromised Level Up's current and former patients' data in a data breach. *See* Plaintiff's Complaint, Phillips Declaration, Ex. 1 ("Phillips Decl."), ¶ 4. Plaintiff alleged the breach exposed the personally identifiable information ("PII") and protected health information ("PHI") belonging to around 6,295 individuals. *Id.*; *see* Angeion Declaration, Ex. 2 ("Angeion Decl."), ¶ 3 (confirming class size). That exposed everything from their names and Social Security numbers to their mailing addresses and protected health information. *Id.*

To recover from the harm the breach caused, Plaintiff filed sued Defendant alleging negligence, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and declaratory judgment. *Id.* ¶ 6. The parties briefed then briefed a Motion to Dismiss from Defendant, and it remained pending until the parties agreed to stay the matter to allow for settlement discussions, a request the District Court granted. *Id.* ¶ 9.

In May 2025, after exchanging discovery, the parties mediated with Christopher Griffin, Esq., a mediator experienced in resolving class actions. *Id.* ¶ 11. After arm's-length negotiations exchanging terms through Mr. Griffin, the parties reached an agreement on the settlement's terms addressing the harms Plaintiff alleged in her complaint. *Id.* The settlement terms address any fraud class members suffered following the breach, the resources they expended responding to it, credit monitoring, cash relief, and assurance that Level Up has improved its security to guard against breaches in the future.

The Settlement is "fair, reasonable, and adequate," under the standard governing class action settlements and is in the class's interest. Indeed, it compares favorably with settlements in

similar litigation and was reached only after intensive, arms-length negotiations between counsel experienced in data breach class actions. If finally approved, the Settlement will resolve all claims arising out of the breach and will provide the class with the precise relief this Litigation was filed to recover.

Accordingly, pursuant to Florida Rule of Civil Procedure 1.220 and the Settlement Agreement, Plaintiff requests that the Court enter an order: (1) approving the Settlement as fair, reasonable, and adequate; (2) finally certifying the proposed Settlement Class; (3) appointing Plaintiff as Class Representative for the Settlement Class; (4) appointing Alex Phillips of Strauss Borrelli PLLC and Joshua R. Jacobson of Jacobson Phillips PLLC as Settlement Class Counsel; (5) finding that the Notice Program, as implemented, satisfies Rule 1.220 and Due Process; (6) granting Class Counsel's motion for attorneys' fees and costs and service award; and (7) granting any further relief as the Court deems just and proper.

BACKGROUND

a. Litigation & mediation

After receiving a breach notice in September 2024, Plaintiff sued Level Up in the Southern District of Florida asserting negligence, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and declaratory judgment aiming to represent a nationwide class of impacted individuals. *Id.* ¶ 6. In response, Level Up moved to dismiss Plaintiff's claims, attacking her standing to sue under Article III and whether she had stated claims under Rule 12(b)(6). *Id.* ¶ 7. The Parties fully briefed the motion and exchanged in informal discovery. *Id.* ¶ 8. Thereafter, the Parties agreed to engage in mediation. *Id.*

But before mediating, the Parties briefed the relevant issues, and Defendant provided information necessary for Plaintiff's counsel to fully evaluate the breach, its nature, what

information it impacted, and how many class members were affected. *Id.* ¶ 9. With that information, Plaintiff’s counsel developed a fulsome understanding of the landscape impacting the class’s claims and could negotiate a settlement on its behalf.

In May 2025, the Parties mediated with Christopher Griffin, Esq., a highly experienced mediator in complex litigation. *Id.* ¶¶ 8, 10. From the outset, the Parties agreed not to negotiate attorney fees or a service award until they had reached agreement on the core terms of the Settlement Agreement, thus avoiding any conflict between Plaintiff and the Class. *Id.* ¶ 13. And throughout mediation, both sides zealously advocated for their respective clients. While negotiations remained professional and collegial, they were hard-fought and conducted at arm’s length. *Id.* ¶¶ 10, 13.

Through that process, the Parties came to an agreement on the central terms of a settlement agreement—subject to final mutual agreement on all the necessary documentation. *Id.* ¶¶ 11–12. Thereafter, the Parties continued negotiating the Settlement Agreement and Plaintiff’s counsel prepared the motion for preliminary approval along with the necessary exhibits. *Id.* ¶¶ 15–16. Plaintiff and Defendant negotiated and finalized the terms of attorney fees, costs, and expenses only after agreeing on all other material Settlement terms. *Id.* ¶ 13. And during that process, the parties agreed the venue for this action was this Court rather than the District Court, as the Class Action Fairness Act’s “home state” exception may have prevented the parties from maintaining jurisdiction in federal court. *Id.* ¶ 14. For that reason, Plaintiff dismissed her Southern District of Florida action and filed the present class action complaint in this Court in June 2025. *Id.*

b. Preliminary approval

In March 2026, Plaintiff moved the Court for preliminary approval of the class action Settlement. *See* Filing # 243498494. The Court preliminarily approved the nationwide class action

settlement on March 30, 2026. *See* the Court’s Prelim. Apprvl. Order. Since then, the parties have effectuated the Class notice in accordance with the Settlement Agreement and the Court’s order. *See* Fee Decl., ¶¶ 30–31. Counsel has maintained regular communication with the Settlement Administrator regarding the procedures and logistics of administering the Class Notice. *Id.* Additionally, Counsel has actively overseen the notice process, assisting and supervising the Administrator’s implementation of the Class Notice to ensure all Class Members received timely notification. *Id.* On June 29, 2026, Plaintiff filed her Motion for Attorney’s Fees, Costs, and Service Award. *See* Fee Decl., (Filing # 251457650). Based on Settlement Class Counsel’s independent investigation of the relevant facts and applicable law, extensive experience with data breach cases, information provided by Level Up, and analysis of the strengths and weaknesses of the Parties’ respective positions, Settlement Class Counsel determined that the Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class.

c. Recapping the Settlement Agreement

Under the Settlement Agreement, Plaintiff moves the Court to finally certify the following Settlement Class:

All individuals residing in the United States whose Private Information was compromised in the Data Incident discovered by Level Up in July 2024.

See Agr. ¶ 34. Excluded from the Settlement Class are (i) Level Up, its officers and directors; (ii) all Settlement Class Members who opt out; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found to be guilty for causing the data breach, or who pleads *nolo contendere* to charges arising from the breach. *Id.* ¶ 59.

The Settlement provides significant relief to the Settlement Class. *See* Filing # 243498494 Appx., Settlement Agreement (“S.A.”), § II. Under the Settlement, Plaintiff’s counsel secured (a) ordinary losses up to \$375, (b) lost time up to \$30.00 per hour for up to 3 hours, and (c)

extraordinary losses up to \$5,000.00 and (d) two years of one-bureau Credit Monitoring Services with at least \$1,000,000 in identity theft insurance. *Id.* ¶¶ 41–42. As an alternative to Claims for Out-of-Pocket Losses, Extraordinary Losses or Losses due to Lost Time, Class Members may elect to receive a one-time cash payment of forty dollars (\$40.00) per person. *Id.* ¶ 43. And notably, Level Up agreed to fund cybersecurity improvements separately from the Settlement—ensuring that these remedial measures do not reduce any other relief provided to the Class. *Id.* ¶ 44. Additionally, under the Settlement Agreement, Level Up agreed to pay all costs of notice and claims administration. *Id.* ¶ 55.

Last, Plaintiff’s counsel requested attorneys’ fees, costs, and expenses of \$160,000.00 and a \$2,500.00 Service Award for the Class Representative. *See* Filing # 251457650 (“Fee Motion”), at 1. In support, Plaintiff’s counsel submitted their Fee Motion showing a lodestar of \$93,403.75 and litigation costs of \$3,533.95. *See* Fee Decl., Filing # 251457650 ¶¶ 31–32. At that time, the requested fee award represented a modest lodestar multiplier of 1.72. *Id.* ¶ 32. Since then, Settlement Class Counsel has continued to devote substantial time and resources to this matter—including preparing this Motion for Final Approval, coordinating with the Settlement Administrator, responding to Settlement Class Member inquiries, and preparing for and attending the Final Approval Hearing. Phillips Decl. ¶¶ 15–16.

c. Class notice

After reviewing bids from providers, the Parties agreed to use Angeion Group (“Angeion”) as the Settlement Administrator. *See* Preliminary Approval Order, at 5. In April 2026, Angeion received the Class List from Defense Counsel containing records of class member data. Angeion Decl., ¶ 3. After performing standard data hygiene and deduplication analysis, Angeion confirmed there were 6,295 class members. *Id.* Of those, 6,250 were identified as having valid email

addresses. *Id.* On May 14, 2026, Angeion sent the Short Form Notice via email to 2,761 valid email addresses to Settlement Class Members. *Id.* ¶ 4. On May 27, 2026, Angeion mailed the Short Form Notice via single postcard to the 2,752 Settlement Class Members who did not have an email address on file or whose email address bounced back Angeion’s email notice. *Id.* ¶¶ 5–7.

By June 2026, the USPS returned 491 postcard Notices as “undeliverable.” *Id.* ¶ 8. For mailings returned without a forwarding address, Angeion performed an advanced address search (i.e., skip trace) and revised the notice for 737 class members who were “inadvertently excluded from the Class List due to an internal administrative error” with an extended timeline to respond. *Id.* ¶ 9. As a result of these efforts, the notice programs achieved an overall direct-mail and email reach rate of approximately 91%.

On or about May 13, Angeion launched and continues to maintain a dedicated website at www.HolistixDataSettlement.com (the “Settlement Website”), ensuring Class Members have continuous access to important settlement information. *Id.* ¶ 10. The Settlement Website provides a comprehensive overview of the Settlement, including key dates and deadlines, answers to frequently asked questions, contact information for the Claims Administrator, and downloadable copies of essential documents such as the Long Form Notice, Short Form Notice, and Claim Form. *Id.* As of September 17, 2026, the website has recorded 2,105 total page views, and 608 sessions. *Id.* Additionally, on or about May 13, Angeion established a toll-free telephone line, 1-855-223-4206 providing Settlement Class Members with direct access to recorded responses to frequently asked questions. *Id.* ¶ 13.

d. Opt-Outs, Objections, and Claims

The deadlines for Class Members to opt out or object to the Settlement were July 13 and August 21, respectively, for the original and extended class member groups. Angeion Decl. ¶ 15.

As of September 17, Class Members have submitted zero objections and zero requests for exclusion. *Id.* ¶¶ 17–18. And as of September 17, Angeion has received a total of 242 claim forms, all of which were determined to be timely and valid. *Id.* ¶ 16. This represents a claims rate of approximately 3.8%.

ARGUMENT

a. The Settlement Is Fair, Reasonable, and Adequate

The Court should approve a class action settlement if it is fair, reasonable, and adequate. *Grosso v. Fidelity Nat'l Title Ins. Co.*, 983 So. 2d 1165, 1173 (Fla. 3d DCA 2008); *Nelson v. Wakulla County*, 985 So. 2d 564, 570 (Fla. 1st DCA 2008). Courts consider several factors in evaluating the fairness, reasonableness, and adequacy of a settlement, including:

- (1) the likelihood of success at trial;
- (2) the range of possible recovery;
- (3) the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable;
- (4) the complexity, expense, and duration of the litigation;
- (5) the substance and amount of opposition to the settlement; and
- (6) the stage of the proceedings at which the settlement was achieved.

Nelson, 985 So. 2d at 570. As discussed below, these factors strongly support final approval of the Settlement.

i. The Likelihood of Success at Trial.

The relief provided by the Settlement is fair and adequate given the risks associated with continued litigation. *See* MPA Decl. ¶¶ 15, 34. While Plaintiff remains confident in the merits of her claims, the risks involved in prosecuting a complex class action through trial cannot be ignored.

Id. To prevail, Plaintiff would need to overcome multiple litigation hurdles, including defeating Defendant's motion to dismiss, proving causation, as well as risk at class certification and at trial, and surviving appeal (both an interlocutory appeal of a class certification order and trial appeal). *Id.* ¶ 33. Despite the strength of her claims, Plaintiff acknowledges the inherent risks of continued litigation, including potential defenses available to Level Up. *Id.* Given these considerations, the certainty and immediate benefits provided by the Settlement weigh in favor of final approval.

ii. The Range of Possible Recovery.

The second and third factors—the range of possible recovery and the point within that range where a settlement is fair, adequate, and reasonable—are typically analyzed together. *Behrens v. Wometco Enter., Inc.*, 118 F.R.D. 534, 541 (S.D. Fla. 1988). The range of possible recovery spans from a finding of non-liability to varying levels of injunctive and monetary relief. *Assoc. for Disabled Americans, Inc. v. Amoco Oil Co.*, 211 F.R.D. 457, 468 (S.D. Fla. 2002).

Courts do not conduct a claim-by-claim or dollar-by-dollar assessment of settlement value but instead evaluate the settlement as a whole. *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1322–23 (S.D. Fla. 2005). Moreover, when strong defenses exist, the possibility of a lower recovery supports the reasonableness of settlement. *Id.*; *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984); *Behrens*, 118 F.R.D. at 542 (noting that a settlement may be deemed fair even if it represents only a fraction of the potential recovery).

Here, the range of possible recovery is not fixed by statute and cannot be readily calculated. Instead, damages for each Settlement Class Member depend on the extent to which such Settlement Class Members have had what personal information exposed in what way and whether they have incurred ordinary expenses or extraordinary expenses. These damages could range from hundreds

to thousands of dollars, depending on factors such as the time spent addressing the incident, out-of-pocket expenses for credit monitoring, and direct financial losses due to fraud or identity theft.

For equitable relief, the range of possible recovery could extend from no changes in Level Up security to enforceable and verifiable improvements in data security protections designed to prevent future unauthorized access. The Settlement provides significant relief to all Settlement Class Members, including monetary compensation of up to \$5,375.00 per claimant for documented Out-of-Pocket Losses and Extraordinary Losses, reimbursement of \$30.00 per hour up to 3 hours for lost time, and two years of one-bureau Credit Monitoring Services with at least \$1,000,000 in identity theft insurance. Alternatively, Class Members may elect to receive a one-time cash payment of forty dollars (\$40.00) per person. Beyond monetary relief, Level Up has also implemented enhanced cybersecurity measures to reduce the risk of future security incidents. Given the complexity of the case, the risks of continued litigation, and the significant benefits conferred by the Settlement, the relief provided falls well within the range of possible recovery and is fair, reasonable, and adequate.

iii. The Complexity, Expense, and Duration of the Litigation.

Absent settlement, this litigation would remain complex, time-consuming, and costly, requiring resolution of multiple factual and legal disputes at various stages, including: (1) a motion to dismiss and related hearings, (2) discovery on the merits, (3) summary judgment proceedings, (4) class certification litigation, and (5) trial preparation and trial itself.

iv. The Substance and Amount of Opposition to the Settlement.

As of the date of this filing, no class member has opted out or objected to the settlement. Angeion Decl. ¶¶ 17–18. This fact favors approval, as courts recognize that a lack of opposition indicates that the settlement is fair and well received by the class. In addition, the notice program

reached an extraordinary percentage of the Class—91% overall, well above the range typically found adequate in class settlements.

v. The Stage of the Proceedings at Which the Settlement was Achieved.

Significant work was done on this case ahead of reaching the Settlement—whereby Settlement Class Counsel invested time by investigating the breach; interviewing potential clients; researching viable claims under Florida law; drafting the complaint; reviewing the complaint with the client; analyzing and responding to Level Up’s motion to dismiss; drafting and serving informal discovery; participating in mediation; and reviewing informal discovery from Level Up. MPA Decl. ¶¶ 7–15, 29, 32. Had the case proceeded rather than the Parties reaching the Settlement, litigation could have taken several more years, requiring resolution of Level Up’s motion to dismiss, class certification proceedings, discovery related to the merits, summary judgment proceedings, trial, and likely appeals. *Id.* ¶ 33. Approving the Settlement now ensures immediate relief to Class Members, a factor that courts weigh heavily in favor of final approval.

b. The Attorneys’ Fees and Costs and Service Award Should be Approved

As detailed above, Settlement Class Counsel has requested \$160,000 in attorneys’ fees, costs, and expenses, along with a \$2,500 Service Award for the Class Representative, pursuant to the Settlement Agreement. *See* Fee Motion, at 1. As of June 29, 2026, when Settlement Class Counsel filed the Fee Motion, they had incurred a reasonable lodestar of \$93,403.75 and litigation costs of \$3,533.95—which equates to a modest lodestar multiplier of 1.71. *Id.* at 4, 9. Since then, the lodestar multiplier has continued to decrease—and will continue to do so—as Settlement Class Counsel finalizes the motion for final approval, prepares for, and attends the final approval hearing, responds to Class Member inquiries, and oversees the administration of benefits. MFA Decl. ¶¶ 19–20. Furthermore, the modest \$2,500 Service Award is warranted under Florida law. *See* Fee

Motion, at 141–5 (collecting cases and citing Florida law). These requests are well-supported under the Florida Supreme Court’s framework, as set forth in *Florida Patient’s Compensation Fund v. Rowe*, 472 So. 2d 1145, 1150 (Fla. 1985) and *Standard Guarantee Insurance Co. v. Quanstrom*, 555 So. 2d 828, 833-34 (Fla. 1985). As discussed extensively in Plaintiff’s Fee Motion, the requested fees are reasonable under the factors outlined in Rule 4-1.5 of the Rules of Professional Conduct, including: the time and labor required, the complexity and difficulty of the questions, the contingent nature of the case, the customary fee sought in class action litigation, and the experience of the attorneys involved. *See* Fee Motion, at 9-13. Accordingly, this factor strongly supports final approval, especially given that no Settlement Class Members have objected to the requested fee award. Angeion Decl. ¶¶ 17–18.

c. The Court should “finally” certify the class

Plaintiff will not rehash their argument from preliminary approval explaining why the Court should certify the class (*see* Plaintiff’s Preliminary Approval Mtn.), except to say nothing has arisen since the Court’s order “preliminarily” certifying the class that would change the analysis. In fact, the class settlement proceeding as it did affirms the Court’s order. The Court should therefore certify the class for the same reasons it did when preliminarily certifying it months ago.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that the Court enter an order granting Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement, including disbursement of the settlement funds and benefits, final certification of the settlement class, and an award of attorneys’ fees, costs and expenses, and service award.

Dated: September 29, 2026

Respectfully submitted,

By: /s/Joshua R. Jacobson
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Attorneys for Plaintiff and the Proposed Class

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 29, 2026, I electronically filed a true and correct copy of the foregoing motion with the Clerk of the Court using the court's electronic filing system, which will send notification to all attorneys of record in this matter.

/s/Joshua R. Jacobson
Joshua R. Jacobson

EXHIBIT 1

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

EMILY BENNETT, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

**HOLISTIX TREATMENT CENTERS, LLC
d/b/a LAKE WORTH HOLISTIX DETOX
d/b/a LEVEL UP TREATMENT LAKE
WORTH,**

Defendant.

Case No. 502025CA005943XXXAMB

**DECLARATION OF ALEX PHILLIPS IN SUPPORT OF PLAINTIFF’S UNOPPOSED
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

I, Alex Phillips, declare as follows:

1. I, Alex Phillips, am an attorney duly licensed to practice before all courts of the State of Wisconsin as well as other state and federal courts. I am a partner of Strauss Borrelli PLLC. I have significant experience in data privacy litigation and am currently litigating data breach cases in courts around the country as lead counsel or co-counsel on behalf of millions of data breach victims.

2. I submit this Declaration in support of Plaintiff’s Unopposed Motion for Final Approval (“Motion”).

The Litigation

3. Defendant is a healthcare provider that operates addiction treatment and recovery centers throughout Florida.

4. In July 2024, Level Up experienced a cybersecurity attack that exposed the Private Information of approximately 6,250 individuals according to data analyzed by the settlement administrator. That breach impacted names, Social Security numbers, mailing addresses, and protected health information.

5. Level Up began notifying affected employees about the Data Incident in approximately September 2024.

6. Plaintiff Emily Bennett filed an action against Level Up in the Southern District of Florida on October 11, 2024, and brought claims for negligence, breach of implied contract, invasion of privacy, unjust enrichment, breach of fiduciary duty, and declaratory judgment.

7. On December 20, 2024, Level Up filed a motion to dismiss Plaintiff's Complaint.

8. After fully briefing the Motion to Dismiss and exchanging informal discovery, the Parties agreed to and did retain Christopher Griffin, Esq., a highly experienced mediator, to assist the Parties in settlement negotiations.

The Settlement Negotiations

9. Prior to the mediation, the Parties gathered their respective positions on the facts, claims, defenses, and assessments of the risk of litigation. Defendant provided information necessary for Settlement Class Counsel to fully evaluate the breach, its nature, what information it impacted, who it affected, and how many class members it affected. The issues were discussed with the mediator during the course of the mediation. The Parties engaged in informal pre-mediation discovery, exchanging written requests and producing documents.

10. On May 5, 2025, the Parties, through their respective counsel, engaged in a full-day virtual mediation session before Mr. Griffin. The negotiations were hard-fought throughout and the settlement process was conducted at arm's length.

11. With the assistance of Mr. Griffin, the Parties were able to come to an agreement on the central terms of a settlement agreement—subject to final mutual agreement on all necessary documentation.

12. In the subsequent weeks, the Parties continued their negotiations and eventually negotiated resolution on a class-wide basis that provides monetary relief to Class Members and obligates Defendant to continue to take remedial measures to safeguard against the reoccurrence of a data security incident.

13. While courteous and professional, the negotiations were hard-fought throughout and the settlement process was conducted at arm's length between experienced counsel with an understanding of the strengths and weaknesses of their respective positions in the Lawsuit. Throughout the negotiations, Mr. Griffin was able to assist the Parties in discussing substantive terms of the Settlement to include monetary compensation to class members and the adoption by Defendant of business practice changes related to data security. There was nothing collusive about the settlement negotiations or the ultimate Settlement reached. Lastly, attorneys' fees, costs, expenses, and service awards were negotiated only after all substantive terms of the Settlement were agreed upon by the Parties. Based on Plaintiff's counsel's independent investigation of the relevant facts and applicable law, experience with other data breach cases, the information provided by Defendant, and the strengths and weaknesses of the Parties' respective positions (including the defenses articulated in Defendant's Motion to Dismiss and Reply to Plaintiff's Opposition thereto), Plaintiff's counsel determined that the Settlement is fair, reasonable, adequate, and in the best interest of the Settlement Class.

14. During that process, the parties agreed the venue for this action was this Court rather than the District Court, as the Class Action Fairness Act's "home state" exception may have

prevented the parties from maintaining jurisdiction in federal court. For that reason, Plaintiff dismissed her Southern District of Florida action and filed the present class action complaint in this Court in June 2025.

15. During the ensuing months, the Parties continued the exchange of information and negotiations as to the final details of the Settlement Agreement. Consequently, the Parties worked together to prepare a comprehensive set of settlement documents, which are embodied in the Settlement Agreement and the exhibits attached thereto. The Parties spent significant time negotiating the terms of this final written Settlement Agreement. Attorneys' fees, costs, expenses, and the service awards were negotiated only after all substantive terms of the Settlement were agreed upon by the Parties.

16. Plaintiff's Counsel spent further time researching and drafting the motion for preliminary approval, filed with the Court on March 10, 2026.

17. As of the date of this filing, neither Plaintiff's Counsel, nor the Settlement Administrator has received an objection to the settlement.

I declare under penalty of perjury for the foregoing is true and correct under Florida and United States federal law.

Dated: September 29, 2026

Respectfully submitted,

By: /s/Alex Phillips
Alex Phillips (*pro hac vice*)
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EXHIBIT 2

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

EMILY BENNETT, on behalf of herself
and all others similarly situated,

Plaintiff,

v.

**HOLISTIX TREATMENT CENTERS,
LLC d/b/a LAKE WORTH HOLISTIX
DETOX d/b/a LEVEL UP
TREATMENT LAKE WORTH,**

Defendant.

No. 502025CA005943XXXAMB

**DECLARATION OF LILIANNA BATISTA OF
ANGEION GROUP, LLC
RE: NOTICE COMPLIANCE**

I, Lilianna Batista, hereby declare the following pursuant to 28 U.S.C. § 1746:

1. I am an Associate Project Manager with Angeion Group, LLC (“Angeion”), located at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. I am over 21 years of age and am not a party to this action. I am fully familiar with the facts contained herein based upon my personal knowledge, as well as information that has been provided to me by my colleagues in the ordinary course of business at Angeion.

2. This declaration summarizes the work performed by Angeion to effectuate Notice and administer the claims process in the above-captioned case, pursuant to the Settlement Agreement that was filed with the Court on March 10, 2026 (“Settlement Agreement”) and the Preliminary Approval Order entered on March 30, 2026.

DIRECT NOTICE

Class Data

3. On April 14, 2026, as ordered by the Court, Defendant provided Angeion with two electronic files containing a total of 7,636 records of Settlement Class Member names, with mailing addresses and email addresses, where available. Angeion undertook several steps to reconcile the data and compile the final Class List used to provide Notice. After analyzing the data,

1,341 records were identified as duplicates and were removed. Of the remaining 6,295 unique records, 45 did not contain a sufficient mailing address or email address, and therefore a Notice was unable to be sent to those individuals.

Emailed Notice

4. On May 14, 2026, Angeion caused notice of the Settlement to be sent via email (“Email Notice”) to the 2,761 Settlement Class Members who had a valid email address on the Class List. A true and correct copy of the Email Notice is attached hereto as **Exhibit A**.

Mailed Notice

5. Prior to mailing, the mailing addresses on the Class List were processed through the United States Postal Service’s (“USPS”) National Change of Address (“NCOA”) database, which provides updated address information for individuals or entities who have moved during the previous four years and filed a change of address with the USPS. Angeion updated the Class List with updated addresses identified via the NCOA search.

6. On May 14, 2026, Angeion caused notice to be mailed (“Postcard Notice”) to the 2,752 Settlement Class Members who had sufficient mailing address information on the Class List. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit B**.

7. On May 27, 2026, Angeion caused the Postcard Notice to be mailed to the 216 Settlement Class Members whose Email Notices were returned as undeliverable during the initial email campaign and for whom a sufficient mailing address was available.

8. On June 15, 2026, Angeion received 491 Postcard Notices returned by the USPS as undeliverable. Angeion conducted advanced address resolution searches (commonly referred to as “skip traces”) in an attempt to locate updated address information.

9. On June 18, 2026, Angeion remailed 210 Postcard Notices to updated addresses identified through its skip-trace efforts and caused a revised version of the Postcard Notice (“Alternate Postcard Notice”) to be mailed to 737 Settlement Class Members who were inadvertently excluded from the initial notice distribution. Due to the delay in mailing, the Alternate Postcard Notice included extended deadlines for those 737 Settlement Class Members

to submit a Claim Form, request exclusion from the Settlement, or submit an objection to the Settlement. A true and correct copy of the Alternate Postcard Notice is attached hereto as **Exhibit C**.

10. Based on the direct notice efforts described above, Angeion currently estimates that direct notice was successfully delivered to approximately 5,728 Settlement Class Members, representing 91.65% of the 6,250 unique individuals on the Class List who were sent notice.¹

SETTLEMENT WEBSITE AND TELEPHONE SUPPORT

11. On May 13, 2026, Angeion established the following website devoted to this Settlement: www.HolistixDataSettlement.com (“Settlement Website”). The Settlement Website provides general information about the Settlement, including answers to frequently asked questions, important dates and deadlines, and downloadable case documents. Visitors to the Settlement Website can download the Long Form Notice, Claim Form, Preliminary Approval Order, Settlement Agreement, and other case documents. The Settlement Website also has a “Contact” page which allows Settlement Class Members to submit questions regarding the Settlement or send an email to the dedicated email address: Info@HolistixDataSettlement.com. The Settlement Website address was set forth in the Postcard Notice, the Email Notice, the Long Form Notice, and the Claim Form.

12. The Settlement Website also provides an online claim filing portal whereby Settlement Class Members can complete and submit their Claim Form through a secure online portal on the Settlement Website. Settlement Class Members can also choose to download a PDF of the Claim Form to complete and submit by mail. A true and correct copy of the Claim Form is attached hereto as **Exhibit D**.

13. As of September 23, 2026, the Settlement Website had approximately 2,122 page views and approximately 611 sessions, which represents the number of individual sessions initiated by all users on the website.

¹ Notice is considered to be “successfully delivered” if it was mailed and not returned as undeliverable by the USPS or remailed to an updated address and not returned as undeliverable.

14. On May 13, 2026, Angeion established the following toll-free help line dedicated to this case: 1-855-223-4206. The toll-free line utilizes an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and information about filing a claim and important deadlines. The toll-free line is accessible 24 hours a day, 7 days a week.

15. As of September 23, 2026, the toll-free line has received approximately 38 calls, totaling 233 minutes.

CLAIM FORMS

16. The deadline for Settlement Class Members to submit a Claim Form was July 13, 2026. The deadline for Settlement Class Members who were sent the Alternate Postcard Notice to submit a Claim Form was August 21, 2026.

17. As of September 23, 2026, Angeion has received a total of 242 Claim Form submissions. Of these, 102 were submitted online and 140 were submitted by mail. All Claim Form submissions are currently under review for validity and subject to final audit procedures, including checks for duplicate submissions. Angeion will continue to keep the Parties apprised of the number of Claim Forms received and the status of claims review.

REQUESTS FOR EXCLUSION AND OBJECTIONS TO THE SETTLEMENT

18. The deadline for Settlement Class Members to request exclusion from the Settlement or to object to the Settlement was July 13, 2026. The deadline for Settlement Class Members who were sent the Alternate Postcard Notice to request exclusion from or object to the Settlement was August 21, 2026.

19. As of September 23, 2026, Angeion has not received any exclusion requests or objections. Angeion will keep the Parties apprised of any exclusion requests or objections it receives.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: September 25, 2026

Lilianna Batista

Lilianna Batista

Exhibit A

From: Holistix Data Settlement Administrator <donotreply@holistixdatasettlement.com>

To: «[Class Member Email Address](#)»

Subject Line: HTC Settlement - Notice of Class Action

«[First Name](#)» «[Last Name](#)»

Notice ID: «[Notice ID](#)»

Confirmation Code: «[Confirmation Code](#)»

NOTICE OF CLASS ACTION SETTLEMENT

www.HolistixDataSettlement.com

A proposed settlement has been reached with the defendant in the lawsuit captioned: *Bennett v. Holistix Treatment Centers, LLC d/b/a Lake Worth Holistix Detox d/b/a Level Up Treatment Lake Worth*, Case No. 502025CA005943XXXAMB in the Circuit Court of the Fifteenth Judicial Circuit, Palm Beach County of Florida.

Who's Included? All individuals residing in the United States whose Private Information was compromised in the Data Incident discovered by Level Up, in July 2024. You are receiving this Notice because Level Up's records indicate that you are a Settlement Class Member.

What does the Settlement Provide? Settlement Class Members may submit a Claim Form to receive Credit Monitoring Services, Extraordinary Losses of up to \$5,000 per person, Ordinary Losses of up to \$375 per person, and/or Compensation for Lost Time up to three hours at a rate of \$30 per hour. Alternatively, Settlement Class Members may submit a claim for the Alternative Cash Payment of \$40. In addition to these benefits, Level Up will implement certain security enhancements, and will pay for Notice and Administration Expenses, Class Counsel's Attorneys' Fees, Costs and Expenses, and a Service Award. Please visit www.HolistixDataSettlement.com for a full description of the Settlement Benefits.

How To Get Benefits: Visit www.HolistixDataSettlement.com to submit your claim online using the Notice ID and Confirmation Code located at the top of this email or to download a full Claim Form to complete and return it by mail to *HTC Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103*. Claim Forms must be submitted online by **July 13, 2026**, or submitted by mail postmarked no later than **July 13, 2026**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must exclude yourself by **July 13, 2026**. If you do not exclude yourself, you will release any claims you may have against Level Up or the Released Parties related to the Data Incident, as more fully described in the Settlement Agreement, available at www.HolistixDataSettlement.com. If you do not exclude yourself, you may object to the Settlement by **July 13, 2026**. Please visit www.HolistixDataSettlement.com for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You: The Court has appointed Alex Phillips of Strauss Borrelli PLLC and Joshua R. Jacobson of Jacobson Phillips PLLC as Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Class Counsel shall apply to the Court an award of Attorneys' Fees, Costs

and Expenses not to exceed \$160,000, and a Service Award for the Class Representative not to exceed \$2,500.

The Final Approval Hearing: The Court has scheduled a hearing for **October 13, 2026, at 9:30am** via Zoom, to consider whether to approve the Settlement, Service Awards, Attorneys' Fees, Costs and Expenses, as well as any objections. You or your attorney may request to appear at the hearing, but you are not required to do so. The date or time of the hearing may change, so please check www.HolistixDataSettlement.com for updates.

This Notice is only a Summary.

Please visit www.HolistixDataSettlement.com, email info@HolistixDataSettlement.com or call toll-free 1-855-223-4206 for more information.

Exhibit B

LEGAL NOTICE

**CONFIDENTIAL LEGAL
INFORMATION – TO BE
OPENED BY THE
ADDRESSEE ONLY**

**The Circuit Court of the
Fifteenth Judicial Circuit,
Palm Beach County of
Florida authorized this
Notice.**

You are not being sued.

HTC Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Electronic Service Requested

Postal Service: Please do not mark barcode

Notice ID:
Confirmation Code:

NOTICE ID:

HTC SETTLEMENT ALTERNATIVE CASH PAYMENT CLAIM FORM

Complete this Claim Form if you want to receive the Alternative Cash Payment. If you want to submit a claim for Credit Monitoring Services, Extraordinary Losses, Ordinary Losses, or Compensation for Lost Time, visit www.HolistixDataSettlement.com.

Alternative Cash Payment \$40.00

☐ Check this box if you wish to receive the Alternative Cash Payment.

Payment Options – Select one of the following:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

Certification and Signature

I hereby affirm that I experienced disruption or concern as a result of the Data Incident but am not pursuing compensation for other losses under the Settlement.

Signature: _____ **Printed Name:** _____ **Date:** _____

A proposed Settlement has been reached with the defendant in the lawsuit captioned: *Bennett v. Holistix Treatment Centers, LLC d/b/a Lake Worth Holistix Detox d/b/a Level Up Treatment Lake Worth*, Case No. 502025CA005943XXXAMB in the Circuit Court of the Fifteenth Judicial Circuit, Palm Beach County of Florida.

Who is Included? All individuals residing in the United States whose Private Information was compromised in the Data Incident discovered by Level Up, in July 2024. You are receiving this Notice because Level Up's records indicate that you are a Settlement Class Member.

What does the Settlement Provide? Settlement Class Members may submit a Claim Form to receive Credit Monitoring Services, Extraordinary Losses of up to \$5,000 per person, Ordinary Losses of up to \$375 per person, and/or Compensation for Lost Time up to three hours at a rate of \$30 per hour. Alternatively, Settlement Class Members may submit a claim for the Alternative Cash Payment of \$40. In addition to these benefits, Level Up will implement certain security enhancements, and will pay for Notice and Administration Expenses, Class Counsel's Attorneys' Fees, Costs and Expenses, and a Service Award. Please visit www.HolistixDataSettlement.com for a full description of the Settlement Benefits.

How To Get Benefits: Visit www.HolistixDataSettlement.com to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **July 13, 2026**, or submitted by mail must be postmarked no later than **July 13, 2026**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself by July 13, 2026**. If you do not exclude yourself, you will release any claims you may have against Level Up or the Released Parties related to the Data Incident, as more fully described in the Settlement Agreement, available at www.HolistixDataSettlement.com. If you do not exclude yourself, you may **object** to the Settlement by **July 13, 2026**. Please visit www.HolistixDataSettlement.com for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You. The Court has appointed Alex Phillips of Strauss Borrelli PLLC and Joshua R. Jacobson of Jacobson Phillips PLLC as Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Class Counsel shall apply to the Court an award of Attorneys' Fees, Costs and Expenses not to exceed \$160,000, and a Service Award for the Class Representative not to exceed \$2,500.

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HTC Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Exhibit C

LEGAL NOTICE

**CONFIDENTIAL LEGAL
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OPENED BY THE
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Fifteenth Judicial Circuit,
Palm Beach County of
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Notice.**

You are not being sued.

HTC Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
Electronic Service Requested

Postal Service: Please do not mark barcode

Notice ID:
Confirmation Code:

NOTICE ID:

HTC SETTLEMENT ALTERNATIVE CASH PAYMENT CLAIM FORM

Complete this Claim Form if you want to receive the Alternative Cash Payment. If you want to submit a claim for Credit Monitoring Services, Extraordinary Losses, Ordinary Losses, or Compensation for Lost Time, visit www.HolistixDataSettlement.com.

Alternative Cash Payment \$40.00

☐ Check this box if you wish to receive the Alternative Cash Payment.

Payment Options – Select one of the following:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

Certification and Signature

I hereby affirm that I experienced disruption or concern as a result of the Data Incident but am not pursuing compensation for other losses under the Settlement.

Signature: _____ **Printed Name:** _____ **Date:** _____

A proposed Settlement has been reached with the defendant in the lawsuit captioned: *Bennett v. Holistix Treatment Centers, LLC d/b/a Lake Worth Holistix Detox d/b/a Level Up Treatment Lake Worth*, Case No. 502025CA005943XXXAMB in the Circuit Court of the Fifteenth Judicial Circuit, Palm Beach County of Florida.

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How To Get Benefits: Visit www.HolistixDataSettlement.com to submit your claim online or to download a full Claim Form to complete and return it by mail. Claim Forms must be submitted online by **August 21, 2026**, or submitted by mail must be postmarked no later than **August 21, 2026**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **August 21, 2026**. If you do not exclude yourself, you will release any claims you may have against Level Up or the Released Parties related to the Data Incident, as more fully described in the Settlement Agreement, available at www.HolistixDataSettlement.com. If you do not exclude yourself, you may **object** to the Settlement by **August 21, 2026**. Please visit www.HolistixDataSettlement.com for complete details on how to exclude yourself from or object to the Settlement.

The Lawyers Representing You. The Court has appointed Alex Phillips of Strauss Borrelli PLLC and Joshua R. Jacobson of Jacobson Phillips PLLC as Class Counsel to represent you and all Settlement Class Members. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you. Class Counsel shall apply to the Court an award of Attorneys' Fees, Costs and Expenses not to exceed \$160,000, and a Service Award for the Class Representative not to exceed \$2,500.

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This Notice is only a Summary. Please visit www.HolistixDataSettlement.com or call toll-free 1-855-223-4206 for more information.

HTC Settlement
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

Exhibit D

**Your claim must
be submitted
online or
postmarked by:
July 13, 2026**

*Bennett v. Holistix Treatment Centers, LLC d/b/a Lake Worth
Holistix Detox d/b/a Level Up Treatment Lake Worth,*
Case No. 502025CA005943XXXAMB
Circuit Court of the 15th Judicial Circuit, Palm Beach County FL
CLAIM FORM

HTC

GENERAL INSTRUCTIONS

You are eligible to submit a Claim Form if you are a Settlement Class Member, defined as:

All individuals residing in the United States whose Private Information was compromised in the Data Incident discovered by Level Up, in July 2024.

You can submit a Claim Form online at www.HolistixDataSettlement.com or by completing this Claim Form and mailing it to the Settlement Administrator, so it is postmarked no later than **July 13, 2026**.

SETTLEMENT CLASS MEMBER BENEFITS

Settlement Class Members are eligible to receive Credit Monitoring Services and a Cash Benefit (Extraordinary Losses, Ordinary Losses and/or Lost Time or the Alternative Cash Payment).

Credit Monitoring Services. Settlement Class Members shall be offered an opportunity to enroll in two (2) years of Credit Monitoring Services to include credit monitoring through one national credit reporting bureau and with at least \$1,000,000 in identity theft insurance.

Extraordinary Losses of up to a total of \$5,000 Settlement Class Member in compensation upon submission of a valid and timely claim form for monetary losses that meet the following conditions:

1. The loss is an actual, documented, and unreimbursed monetary loss caused by (A) misuse of the Settlement Class Member's Private Information or (B) fraud associated with the Settlement Class Member's Private Information;
2. The loss noted in (A), or (B) was more likely than not caused by the Data Incident;
3. The loss occurred between July 26, 2024, and **July 13, 2026**;
4. The loss is not already covered by the Ordinary Loss or Lost Time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all of the Settlement Class Member's credit monitoring insurance and identity theft insurance.

Ordinary Losses of up to \$375 per claimant, upon submission of a valid claim with supporting documentation for out-of-pocket losses incurred or spent between July 26, 2024, and **July 13, 2026**:

1. Out-of-pocket expenses incurred as a result of the Data Incident, including unreimbursed bank fees, long-distance phone, and 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;
2. Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Incident;

Compensation for Lost Time Settlement Class Members who spent time monitoring accounts or otherwise dealing with issues related to the Data Incident can submit a claim for reimbursement of \$30.00 per hour up to 3 hours (for a total of \$90.00) provided they provide an attestation on the Claim Form indicating the activities they performed and how they were related to the Data Incident.

Alternative Cash Payment of \$40 (in the alternative to claims for ordinary losses, extraordinary losses, lost time, and credit monitoring). Individuals who elect an Alternative Cash Payment, however, are still eligible to elect Credit Monitoring.

QUESTIONS? VISIT WWW.HOLISTIXDATASETTLEMENT.COM OR CALL TOLL-FREE 1-855-223-4206

**Your claim must
be submitted
online or
postmarked by:
July 13, 2026**

*Bennett v. Holistix Treatment Centers, LLC d/b/a Lake Worth
Holistix Detox d/b/a Level Up Treatment Lake Worth,
Case No. 502025CA005943XXXAMB
Circuit Court of the 15th Judicial Circuit, Palm Beach County FL*

CLAIM FORM

HTC

I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Please provide your name and contact information below. It is your responsibility to notify the Settlement Administrator if you contact information changes after you submit your Claim Form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Phone Number

Notice ID

II. CREDIT MONITORING

☐ Check this box if you wish to receive Credit Monitoring. Submitting this Claim Form will not automatically enroll you into Credit Monitoring. To enroll, you must follow the instructions sent to your email address (that you provide in Section I above) after the Settlement is approved and becomes final (the "Effective Date").

III. EXTRAORDINARY LOSSES

☐ Check this box if you are seeking reimbursement for Extraordinary Losses up to \$5,000.

You must submit supporting documentation demonstrating the actual, unreimbursed expenses you are seeking reimbursement. Complete the chart below describing the supporting documentation you are submitting, and the reimbursement amount you are seeking.

<i>Description of Documentation Provided</i>	<i>Amount</i>
Total Documented Extraordinary Losses:	

QUESTIONS? VISIT WWW.HOLISTIXDATASETTLEMENT.COM OR CALL TOLL-FREE 1-855-223-4206

**Your claim must
be submitted
online or
postmarked by:
July 13, 2026**

*Bennett v. Holistix Treatment Centers, LLC d/b/a Lake Worth
Holistix Detox d/b/a Level Up Treatment Lake Worth,
Case No. 502025CA005943XXXAMB*
Circuit Court of the 15th Judicial Circuit, Palm Beach County FL
CLAIM FORM

HTC

IV. ORDINARY LOSSES

☐ Check this box if you are seeking compensation for Ordinary Losses up to \$375.

You must submit supporting documentation demonstrating the actual, unreimbursed expenses you are seeking reimbursement. Complete the chart below describing the supporting documentation you are submitting, and the reimbursement amount you are seeking.

<i>Description of Documentation Provided</i>	<i>Amount</i>
Total Documented Ordinary Losses:	

V. COMPENSATION FOR LOST TIME

☐ Check this box if you are seeking reimbursement for time spent dealing with issues related to the Data Incident.

Indicate the number of hours spent: ☐ 1 Hour ☐ 2 Hours ☐ 3 Hours

I hereby attest under penalty of perjury that the lost time claimed above was spent in response to the Data Incident, as described below:

VI. ALTERNATIVE CASH PAYMENT

☐ Check this box if you wish to receive the Alternative Cash Payment in the amount of \$40.00. By selecting this payment, I hereby affirm that I experienced disruption or concern as a result of the Data Incident but am not pursuing compensation for Extraordinary Losses, Ordinary Losses or compensation for Lost Time under the Settlement.

QUESTIONS? VISIT WWW.HOLISTIXDATASETTLEMENT.COM OR CALL TOLL-FREE 1-855-223-4206

**Your claim must
be submitted
online or
postmarked by:
July 13, 2026**

*Bennett v. Holistix Treatment Centers, LLC d/b/a Lake Worth
Holistix Detox d/b/a Level Up Treatment Lake Worth,*
Case No. 502025CA005943XXXAMB
Circuit Court of the 15th Judicial Circuit, Palm Beach County FL
CLAIM FORM

HTC

VII. PAYMENT SELECTION

Please select **one** of the following payment options:

☐ PayPal ☐ Venmo ☐ Zelle ☐ Virtual Prepaid Card ☐ Check*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account, or email address for the Virtual Prepaid card: _____

***Payment via check will be mailed to the address provided in Section I above.**

VIII. CERTIFICATION & SIGNATURE

I swear and affirm under penalty of perjury that I am a Settlement Class Member, and the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my claim is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim is considered complete and valid.

Signature

Printed Name

Date

SUBMITTING YOUR CLAIM FORM

Please keep a copy of your Claim Form and any supporting materials you submit. Do not submit your only copy of the supporting documents. Materials submitted will not be returned. Copies of documentation submitted in support of your Claim should be clear and legible.

Mail your completed Claim Form, including any supporting documentation to:

HTC Settlement
Attn: Claim Forms
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

QUESTIONS? VISIT WWW.HOLISTIXDATASETTLEMENT.COM OR CALL TOLL-FREE 1-855-223-4206

EXHIBIT 3

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA**

EMILY BENNETT, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

**HOLISTIX TREATMENT CENTERS, LLC
d/b/a LAKE WORTH HOLISTIX DETOX
d/b/a LEVEL UP TREATMENT LAKE
WORTH,**

Defendant.

Case No. 502025CA005943XXXAMB

**[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

Before the Court is Plaintiff Emily Bennett’s Motion for Final Approval of Class Action Settlement (“Motion for Final Approval”). The Motion seeks approval of the Settlement as fair, reasonable, and adequate. Also before the Court is Plaintiff’s Motion for Attorneys’ Fees, Costs, and Expenses to Settlement Class Counsel, and Service Award Payment to the Settlement Class Representative (“Motion for Attorneys’ Fees”).

Having reviewed and considered the Settlement Agreement, Motion for Final Approval, and Motion for Attorneys’ Fees, and having conducted a Final Approval Hearing, the Court makes the findings and grants the relief set forth below approving the Settlement upon the terms and conditions set forth in this Order.

WHEREAS, the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), which, among other things: (a) conditionally certified this matter as a class action, including defining the class and class claims, (b)

appointed Plaintiff Emily Bennett as the Settlement Class Representative and Alex Phillips of Strauss Borrelli PLLC and Joshua R. Jacobson of Jacobson Phillips PLLC as Settlement Class Counsel; (c) preliminarily approved the Settlement Agreement; (d) approved the form and manner of Notice to the Settlement Class; (d) set deadlines for opt-outs and objections; (e) approved and appointed the Settlement Administrator; and (f) set the date for the Final Approval Hearing;

WHEREAS, pursuant to the Notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement Agreement, of the right of Settlement Class Members to opt-out, and the right of Settlement Class Members to object to the Settlement Agreement and to be heard at a Final Approval Hearing;

WHEREAS, the Court held a Final Approval Hearing to determine, *inter alia*: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the release of the claims contemplated by the Settlement Agreement; and (2) whether judgment should be entered dismissing this action with prejudice;

WHEREAS, the Court not being required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

WHEREAS, the Court being required under Florida Rule of Civil Procedure 1.220(e) to make the findings and conclusions hereinafter set forth for the limited purpose of determining whether the Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class;

Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order, having heard the presentation of Settlement Class Counsel and

counsel for Holistix, having reviewed all of the submissions presented with respect to the proposed Settlement Agreement, having determined that the Settlement Agreement is fair, adequate, and reasonable, having considered the application made by Settlement Class Counsel for attorneys' fees, costs, and expenses, and the application for a Service Award Payment to the Settlement Class Representative, and having reviewed the materials in support thereof, and good cause appearing:

IT IS ORDERED that:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Settlement Class.
2. The Settlement involves allegations in Plaintiff's Class Action Complaint against Holistix for purported failure to implement or maintain adequate data security measures and safeguards to protect Personal Information, which Plaintiff alleges directly and proximately caused injuries to Plaintiff and Settlement Class Members.
3. The Settlement does not constitute an admission of liability by Holistix, and the Court expressly does not make any finding of liability or wrongdoing by Holistix.
4. Unless otherwise indicated, words spelled in this Order and Judgment Granting Final Approval of Class Action Settlement ("Final Approval Order and Judgment") with initial capital letters have the same meaning as set forth in the Settlement Agreement.
5. The Court, having reviewed the terms of the Settlement Agreement submitted by the Parties, grants final approval of the Settlement Agreement, and for purposes of the Settlement Agreement and this Final Approval Order and Judgment only, the Court hereby finally certifies the following Settlement Class:

All individuals residing in the United States whose Private Information was compromised in the Data Incident discovered by Level Up, in July 2024.

Excluded from the Settlement Class are (i) Level Up, its officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class; (iii) any judges assigned to this case and their staff and family; and (iv) any other person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding or abetting the criminal activity occurrence of the Data Incident or who pleads *nolo contendere* to any such charge.

6. The Settlement was entered into in good faith following arm's length negotiations and is non-collusive. The Settlement is in the best interests of the Settlement Class and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome, including on appeal, of continued litigation of this complex matter, which further supports the Court's finding that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. The Court finds that the uncertainties of continued litigation in both the trial and appellate courts, as well as the expense associated with it, weigh in favor of approval of the settlement reflected in the Settlement Agreement.

7. The Settlement Agreement provides, in part, and subject to a more detailed description of the settlement terms in the Settlement Agreement, for:

- a. Settlement Class Members to be able to submit claims that will be evaluated by the Settlement Administrator.
- b. Holistix to pay all costs of Settlement Administration, including the cost of the Settlement Administrator, instituting Notice, processing and administering claims, and preparing and mailing checks.
- c. Holistix to pay, subject to the approval and award of the Court, the reasonable

attorneys' fees, costs, and expenses of Class Counsel and Service Award Payment to the Settlement Class Representative.

The Court readopts and incorporates herein by reference its preliminary conclusions as to the satisfaction of Rule 1.220 set forth in the Preliminary Approval Order and notes that because this certification of the Settlement Class is in connection with the Settlement Agreement rather than litigation, the Court need not address any issues of manageability that may be presented by certification of the Settlement Class proposed in the Settlement Agreement.

8. The terms of the Settlement Agreement are fair, adequate, and reasonable and are hereby approved, adopted, and incorporated by the Court. Notice of the terms of the Settlement, the rights of Settlement Class Members under the Settlement, the Final Approval Hearing, Settlement Class Representative's application for attorneys' fees, costs, and expenses, and the Service Award Payment to the Settlement Class Representative have been provided to Settlement Class Members as directed by this Court's Orders, and proof of Notice has been filed with the Court.

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

10. As of the Opt-Out deadline, zero potential Settlement Class Members have

requested to be excluded from the Settlement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

11. Zero objections were filed by Settlement Class Members.

12. All Settlement Class Members who have not objected to the Settlement Agreement in the manner provided in the Settlement Agreement are deemed to have waived any objections by appeal, collateral attack, or otherwise.

13. The Court has considered all the documents filed in support of the Settlement, and has fully considered all matters raised, all exhibits and affidavits filed, all evidence received at the Final Approval Hearing, all other papers and documents comprising the record herein, and all oral arguments presented to the Court.

14. The Parties, their respective attorneys, and the Settlement Administrator are hereby directed to consummate the Settlement in accordance with this Final Approval Order and Judgment and the terms of the Settlement Agreement.

15. Pursuant to the Settlement Agreement, Holistix, the Settlement Administrator, and Settlement Class Counsel shall implement the Settlement in the manner and timeframe as set forth therein.

16. Within the time period set forth in the Settlement Agreement, the relief provided for in the Settlement Agreement shall be made available to the various Settlement Class Members submitting valid Claim Forms, pursuant to the terms and conditions of the Settlement Agreement.

17. Pursuant to and as further described in the Settlement Agreement, Settlement Class Representative and the Settlement Class Members release claims as follows:

Upon the Effective Date, and in consideration of the Settlement benefits described herein, each Releasing Party shall be deemed to have completely and unconditionally released, acquitted, and forever discharged Defendant and each of the Released Parties from any and all Released Claims, including Unknown Claims.

“Released Claims” means any and all past, present, and future liabilities, rights, claims, counterclaims, actions, 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, negligence per se, breach of confidence, breach of implied contract, unjust enrichment, publicity given to private life, 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 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 Incident.

“Released Parties” means Holistix, 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, members, officers, employees, principals, agents, representatives, attorneys, insurers, and reinsurers.

“Releasing Parties” means the Settlement Class Representative and Participating Settlement Class Members, and each of their respective heirs, executors, administrators, representatives, agents, partners, predecessors, successors, attorneys, assigns, and any other person purporting to assert a claim on their respective behalf.

“Unknown Claims” means claims that could have been raised in the Action and that Settlement Class Representative, any member of the Settlement Class or any Releasing Party, do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Released Parties or the Released Claims or might affect his, her or its decision to agree, object or not to object to the Settlement. Upon the Effective Date, Settlement Class Representative, the Settlement Class, and any Releasing Party shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE SETTLEMENT CLASS REPRESENTATIVES DO NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THEM MUST HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEFENDANT.

Upon the Effective Date, each of the Releasing Parties shall be deemed to have, and shall have, waived any and all provisions, rights, and benefits conferred by any law of any state, the

District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. Settlement Class Representative, the Settlement Class, and the Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of the Release, but that it is their intention to finally and forever settle and release the Released Claims, including but not limited to any Unknown Claims they may have, as that term is defined in this Paragraph. The Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Agreement to have acknowledged, that the foregoing waiver is a material term of the Agreement.

18. Neither Holistix nor its Related Parties, shall have or shall be deemed to have released, relinquished, or discharged any claim against any person other than the Settlement Class Representative and each and all of the Settlement Class Members. In addition, none of the releases in the Settlement Agreement shall preclude any action to enforce the terms of the Settlement Agreement by the Settlement Class Representative, Settlement Class Members, Settlement Class Counsel, and/or Holistix.

19. The Court grants final approval to the appointment of Emily Bennett as the Settlement Class Representative. The Court concludes that the Settlement Class Representative has fairly and adequately represented the Settlement Class and will continue to do so.

20. Pursuant to the Settlement Agreement, and in recognition of her efforts on behalf of the Settlement Class, the Court approves a payment to the Settlement Class Representative in the amount of \$2,500.00. Holistix shall make such payment in accordance with the terms of the Settlement Agreement.

21. The Court grants final approval to the appointment of Alex Phillips of Strauss Borrelli PLLC and Joshua R. Jacobson of Jacobson Phillips PLLC as Settlement Class Counsel. The Court concludes that Settlement Class Counsel has adequately represented the Settlement Class and will continue to do so.

22. The Court, after careful review of the fee petition filed by Settlement Class Counsel, and after applying the appropriate standards required by relevant case law, hereby grants Settlement Class Counsel's application for attorneys' fees and costs in the amount of \$160,000.00. Payment shall be made pursuant to the terms of the Settlement Agreement.

23. This Final Approval Order and Judgment and the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, an admission by or against Holistix of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Holistix or of the validity or certifiability for litigation the Settlement Class or any claims that have been, or could have been, asserted in the Action. This Final Approval Order and Judgment, the Settlement Agreement, and all acts, statements, documents, or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, nor shall they be used in any way as an admission or concession or evidence of any liability or wrongdoing of any nature or that the Settlement Class Representative, any Settlement Class Member, or any other person has suffered any damage; provided, however, that the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Holistix, Settlement Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment (including, but not limited to, enforcing the releases contained herein). The Settlement

Agreement and Final Order and Judgment shall not be construed or admissible as an admission by Holistix that the Settlement Class Representative's claims or any similar claims are suitable for class treatment. The Settlement Agreement's terms shall be forever binding on, and shall have maximum *res judicata*, collateral estoppel, and all other preclusive effect in, all pending and future lawsuits, claims, suits, demands, petitions, causes of action, or other proceedings as to Released Claims and other prohibitions set forth in this Final Approval Order and Judgment that are maintained by, or on behalf of, any Settlement Class Member or any other person subject to the provisions of this Final Approval Order and Judgment.

24. If the Effective Date, as defined in the Settlement Agreement, does not occur for any reason, this Final Approval Order and Judgment and the Preliminary Approval Order shall be deemed vacated, and shall have no force and effect whatsoever; the Settlement Agreement shall be considered null and void; all of the Parties' obligations under the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order and Judgment and 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 Action 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*, and the Parties shall be restored to their respective positions in the Action, as if the Parties never entered into the Settlement Agreement (without prejudice to any of the Parties' respective positions on the issue of class certification or any other issue). In such event, the Parties will jointly request that all scheduled deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel. Further, in such event, Holistix will pay amounts already billed or incurred for costs of notice to the Settlement Class, and Settlement Administration, and will not, at any time, seek recovery of same from any

other Party to the Action or from counsel to any other Party to the Litigation.

25. This Court shall retain the authority to issue any order necessary to protect its jurisdiction from any action, whether in state or federal court.

26. Without affecting the finality of this Final Order and Judgment, the Court will retain jurisdiction over the subject matter and the Parties with respect to the interpretation and implementation of the Settlement Agreement for all purposes.

27. This Order resolves all claims against all Parties in this action and is a final order.

28. The matter is hereby dismissed with prejudice and without costs except as provided in the Settlement Agreement.

IT IS SO ORDERED.

Dated

Judge