

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between Emily Bennett (“Plaintiff”), individually and on behalf of the Participating Settlement Class Members (as defined in Paragraph 24), and Holistix Treatment Centers, LLC, doing business as Lake Worth Level Up Detox and Level Up Treatment Lake Worth (“Defendant” or “Level Up”) (collectively, the “Parties”), in the matter of *Emily Bennett v. Holistix Treatment Centers, LLC d/b/a Lake Worth Holistix Detox d/b/a Level Up Treatment Lake Worth*, Case No. 502025CA005943XXXAMB (the “Action”) in the Circuit Court of the Fifteenth Judicial Circuit, Palm Beach County of Florida. This Agreement is effective as of the date of the last signature by the Parties (the “Effective Date”).

RECITALS

WHEREAS, on June 16, 2025, Plaintiff filed a Class Action Complaint against the Defendant in the Circuit Court of the Fifteenth Judicial Circuit, Palm Beach County of Florida, relating to a data security incident affecting Defendant. The Complaint asserts the following causes of action: (1) negligence; (2) breach of implied contract; (3) invasion of privacy; (4) unjust enrichment; (5) breach of fiduciary duty; and (6) declaratory judgment;

WHEREAS, Level Up denies the allegations and all liability with respect to any and all facts and claims alleged in the Action, that the putative class representatives and the proposed class which it purports to represent, have suffered any damage(s), and/or that the Action satisfies the requirements to be tried as a class action under Fla. R. Civ. P. 1.220(a) and (b); and

WHEREAS, following prolonged and extensive arm’s length negotiations, with a mediator’s assistance, the Parties reached an agreement of the essential terms of a settlement;

WHEREAS, this Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or fact alleged by Plaintiff in this Action or any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Released Parties or admission of the validity or lack thereof of any claim, allegation, or defense asserted in this Action or any other action.

NOW, THEREFORE, in exchange for the mutual promises and valuable consideration provided for in this Agreement, the Parties agree to a full, complete, and final settlement and resolution of the Action and any and all Released Claims (including Unknown Claims), subject to Court approval, on the following terms and conditions:

I. DEFINITIONS

In addition to terms defined at various points within this Agreement, the following defined terms shall have the meanings set forth below:

1. “Action” means the case captioned *Emily 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

2. “Approved Claim” means the timely submission of a Claim Form by a Participating Settlement Member that has been approved by the Settlement Administrator or otherwise through the Claims Review Process.

3. “Level Up’s Counsel” or “Defendant’s Counsel” means Brian Middlebrook, Justin Holmes, and Bianca Evans of Gordon Rees Scully Mansukhani LLP.

4. “Claim Form” or “Claim” means the form(s) Settlement Class Members must submit to be eligible for Unreimbursed Losses, Lost Time, and/or Credit Monitoring under the terms of the Settlement, which is attached hereto as **Exhibit 3**, or form(s) approved by the Court substantially similar to **Exhibit 3**.

5. “Claims Deadline” means the period of time during which Settlement Class Members may submit Claim Forms, which will end sixty (60) days after the Notice Deadline.

6. “Claims Review Process” means the process for reviewing and determining whether claims are valid as set forth in Paragraph 46.

7. “Court” means the Circuit Court of the Fifteenth Judicial Circuit, Palm Beach County of Florida.

8. “Credit Monitoring Services” means the credit monitoring services described in Paragraph 41, which include two (2) years of one-bureau credit monitoring with \$1 million in identity theft insurance, among other features.

9. “Effective Date” means one business day following the latest of: (i) the date upon which the time expires for filing or noticing any reconsideration or appeal of the Final Approval Order and Judgment, or entry of the Final Approval Order and Judgment if no person or entity has standing to appeal or seek reconsideration; (ii) if there is an appeal or appeals or reconsideration sought, other than an appeal or appeals or reconsideration solely with respect to attorneys’ fees, costs, and expenses, the date on which the Final Approval Order and Judgment is affirmed without any material modification and is no longer subject to judicial review; or (iii) the date of final dismissal of any appeal or reconsideration or the final dismissal of any proceeding on certiorari with respect to the Final Approval Order and Judgment, and the Final Approval Order and Judgment is no longer subject to judicial review.

10. “Extraordinary Losses” means monetary losses that meet the following conditions: (i) 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; (ii) The loss noted in i.(A) or i.(B) was more likely than not caused by the Data Incident; (iii) The loss occurred between July 26, 2024 and the Claims

Deadline; and (iv) 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.

11. "Fee Award and Costs" means the amount of attorneys' fees and reimbursement of Litigation Costs and Expenses awarded by the Court to Settlement Class Counsel in satisfaction of any request or claim for payment of attorneys' fees, costs, and litigation expenses in connection with this Action.

12. "Final Approval Order and Judgment" means an order and judgment substantially in the form annexed hereto as **Exhibit 5** that the Court enters, which finally approves the Settlement Agreement, certifies the Settlement Class, dismisses the Action with prejudice, and otherwise satisfies the settlement-related provisions of the Florida Rules of Civil Procedure and is consistent with all material provisions of this Agreement.

13. "Final Approval Hearing" means the hearing to be conducted by the Court to determine the fairness, adequacy, and reasonableness of the Settlement pursuant to Florida Rule of Civil Procedure 1.220(f) and whether to issue the Final Approval Order and Judgment.

14. "Litigation Costs and Expenses" means costs and expenses incurred by Settlement Class Counsel in connection with commencing, prosecuting, and settling the Action.

15. "Lost Time" means time Settlement Class Members spent monitoring accounts or otherwise dealing with issues related to the Data Incident, up to a maximum of three (3) hours at \$30.00/hour, supported by an attestation that the activities were related to the Data Incident, as set forth in Paragraph 42.

16. "Notice" means notice of the proposed class action Settlement to be provided to Settlement Class Members, substantially in the forms attached hereto as **Exhibit 1** ("Short Form Notices") and **Exhibit 2** ("Long Form Notice")

17. "Notice Deadline" means the last day by which Notice must be issued to the Settlement Class Members and will occur forty-five (45) days after entry of the Preliminary Approval Order.

18. "Notice and Administrative Expenses" means all of the expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing Notice to the Settlement Class, locating Settlement Class Members, performing National Change of Address search(es) and/or skip tracing, processing claims, determining the eligibility of a person to be a Settlement Class Member, and administering, calculating and distributing payments to Settlement Class Members who submit valid Claim Forms. Notice and Administrative Expenses also includes all reasonable third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

19. “Objection Deadline” is the last day on which a Settlement Class Member may file an objection to the Settlement, which will be sixty (60) days after the Notice Deadline.

20. “Opt Out” means a Settlement Class Member (i) who timely submits a properly completed and executed Request for Exclusion, (ii) who does not rescind that Request for Exclusion prior to the Opt-Out Deadline, and (iii) as to which there is not a successful challenge to the Request for Exclusion.

21. “Opt-Out Deadline” is the last day on which a Settlement Class Member may submit a Request for Exclusion, which will be sixty (60) days after the Notice Deadline.

22. “Ordinary Loss” means documented ordinary losses and attested to lost time incurred or spent between July 26, 2024 and the Claims Deadline and include out of pocket expenses incurred as a result of the Data Incident including, among others, fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Incident, and Lost Time.

23. “Participating Settlement Class Member” means a Settlement Class Member who does not submit a valid Request for Exclusion prior to the Opt-Out Deadline, as set forth in Paragraph 56.

24. “Private Information” means information that identifies an individual or in combination with other information can be used to identify, locate, or contact an individual. The term “Private Information” is not intended here, nor should it be viewed as, having any bearing on the meaning of this term or similar term in any statute or other source of law beyond this Agreement and would include Personally Identifiable Information (“PII”) as well as Protected Health Information (“PHI”).

25. “Preliminary Approval Order” means an order directing issuance of Notice to Settlement Class Members, determining that the Court will likely be able to approve the Settlement under Florida Rule of Civil Procedure 1.220, and determining that the Court will likely be able to certify the Settlement Class for purposes resolving this Action. Such order will include the forms and procedure for providing notice to the Settlement Class, including notice of the procedure for Settlement Class Members to object to or opt-out of the Settlement, and set a date for the Final Approval Hearing, substantially in the form annexed hereto as **Exhibit 4**.

26. “Released Claims” means any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys’ fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Data Incident, the facts alleged in the Complaint or subsequent operative complaint, Level Up’s information security policies and practices, or Level Up’s maintenance or storage of Private Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

27. “Released Parties” means Level Up and each and every of its respective predecessors, successors, assigns, parents, subsidiaries, divisions, departments, owners, and related or affiliated entities of any nature whatsoever, whether direct or indirect, as well as any and all of Level Up’s and these entities’ respective predecessors, successors, officers, directors, employees, advisors, vendors, stockholders, partners, servants, agents, attorneys, representatives, insurers, reinsurers, subrogees and assigns. Each of the Released Parties may be referred to individually as a “Released Party.”

28. “Releasing Parties” means the Settlement Class Representative and 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.

29. “Request for Exclusion” is the written communication by or on behalf of a Settlement Class Member in which he or she requests to be excluded from the Settlement Class in the form and manner provided for in the Notice and as described below in Paragraph 56.

30. “Data Incident” means the cybersecurity incident that occurred in July 2024, affecting Level Up.

31. “Service Award Payment” means compensation awarded by the Court and paid to the Class Representatives in recognition of their role in this Action as set forth in Paragraph 69.

32. “Settlement” means the settlement of the Action by and between the Parties, and the terms thereof as stated in this Settlement Agreement.

33. “Settlement Administrator” means Angeion Group, an administrator mutually agreed upon by the parties.

34. “Settlement Class” means all individuals residing in the United States whose Private Information was compromised in the Data Incident discovered by Level Up, in July 2024.

35. “Settlement Class Counsel” means Alex Phillips of Strauss Borrelli PLLC and Joshua R. Jacobson of Jacobson Phillips PLLC.

36. “Settlement Class List” means the list of the names and current or last known address information for Settlement Class Members based on Level Up’s records, to the extent reasonably available, which Level Up shall provide to the Settlement Administrator within fifteen (15) days of entry of the Preliminary Approval Order.

37. “Settlement Class Member” means an individual who falls within the definition of the Settlement Class.

38. “Settlement Class Representative” means Emily Bennett.

39. “Settlement Payment” or “Settlement Check” mean the payment to be made via mailed check or via electronic means (agreed to by the Parties) to a Participating Settlement Class Member pursuant to the claims process set forth in Paragraph 46.

40. “Settlement Website” means the website that the Settlement Administrator provides Settlement Class Members with notice of and information about the Settlement and relevant case documents and deadlines, as set forth in Paragraph 54.

II. SETTLEMENT BENEFITS AND REIMBURSEMENT

41. **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.

i) **Ordinary Out of Pocket Losses, Extraordinary Losses, and Losses for Lost Time**

42. **Cash Benefits.** Level Up will pay Approved Claims for Ordinary Losses and Lost Time as well as Extraordinary Losses as described below. Settlement Class Members who submit a valid and timely Claim Form may choose from all applicable claim categories below.

- a. **Claims for Compensation for Ordinary Losses** up to a total of \$375.00 per claimant, upon submission of a valid claim with supporting documentation for out-of-pocket losses incurred or spent between July 26, 2024, and the Claims deadline:
 - i. *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;
 - ii. *Fees for credit reports, credit monitoring or other identity theft insurance products* purchased as a result of the Data Incident;

Claims for 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.

- b. **Claims for Extraordinary Losses** up to a total of \$5,000.00 per Settlement Class Member in compensation on submission of a valid and timely claim form for monetary losses that meet the following conditions:

- i. 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;
- ii. The loss noted in i.(A), or i.(B) was more likely than not caused by the Data Incident;
- iii. The loss occurred between July 26, 2024, and the Claims Deadline;
- iv. 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.

ii) Alternative Cash Payment

43. 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). This payment is intended as an alternative remedy and is available to individuals who do not submit claims for ordinary, lost time or extraordinary losses. Individuals who elect an Alternative Cash Payment, however, are still eligible to elect the Credit Monitoring. To receive this payment, individuals must submit a valid and timely claim affirming that they experienced disruption or concern as a result of the Data Security Incident but are not pursuing compensation for other losses under this Agreement.

* * *

44. Business Practice Commitments. Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant, separate and apart from all other settlement benefits.

III. CLAIMS PROCESS AND PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS

45. Submission of Electronic and Hard Copy Claims. Settlement Class Members may submit Claim Forms to the Settlement Administrator electronically via the Settlement Website or physically by mail to the Settlement Administrator. Claim Forms must be submitted electronically or postmarked during the Claims Period and on or before the Claims Deadline. The Settlement Administrator will maintain records of all Claim Forms submitted until the later of (a) one hundred and eighty (180) Days after the Effective Date or (b) the date all Claim Forms have been fully processed in accordance with the terms of this Agreement. Information submitted by Settlement Class Members in connection with Claim Forms shall be deemed confidential and protected as such by the Settlement Administrator, Settlement Class Counsel, and Level Up's Counsel.

46. Claims Review Process. The Settlement Administrator shall have the sole discretion and authority to determine whether and to what extent a claim for Credit Monitoring Services, Ordinary Losses, Lost Time, or Extraordinary Losses is valid.

- a. The Settlement Administrator will verify that each person who submits a Claim Form is a member of the Settlement Class.
- b. The Settlement Administrator will determine that each Claim Form submitted by a Settlement Class Member was submitted during the Claims Period and is timely.
- c. In determining whether claimed Ordinary Losses and Extraordinary Losses are more likely than not caused by the Data Incident, the Settlement Administrator will consider (i) the timing of the alleged loss and whether it occurred on or after July 26, 2024; (ii) whether the alleged loss involved the types of information that may have been affected in the Data Incident; (iii) the explanation of the Settlement Class Member as to why the alleged loss was caused by the Data Incident; and (iv) other factors the Settlement Administrator reasonably finds to be relevant.
- d. The Settlement Administrator is authorized to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.
- e. No decision of the Settlement Administrator shall be deemed to constitute a finding, admission, or waiver by Level Up as to any matter of fact, law, or evidence having any collateral effect on any proceedings in any forum or before any authority.
- f. To the extent the Settlement Administrator determines that a timely claim for Credit Monitoring Services, Ordinary Losses, Lost Time, or Extraordinary Losses is deficient in whole or in part, the Settlement Administrator shall notify the Settlement Class Member of the deficiencies and provide the Settlement Class member twenty-one (21) days to cure the deficiencies. If the Settlement Administrator subsequently determines that the Settlement Class Member has not cured the deficiencies, the Settlement Administrator will notify the Settlement Class Member within ten (10) days of that determination. The Settlement Administrator may consult with the Parties in making these determinations.
- g. If a Settlement Class Member receives notice that the Settlement Administrator has determined that the deficiencies it identified have not been cured, the Settlement Class Member may request an appeal in writing. The appeal must be submitted within twenty-one (21) days of the Settlement Administrator sending the notice. In the event of an appeal, the Settlement Administrator shall provide the Parties with all relevant documentation regarding the appeal. The Parties will confer regarding the appeal. If they agree on a disposition of the appeal, that disposition will be final and non-appealable. If they cannot agree on disposition of the appeal, the dispute will be submitted to a mutually agreed-upon third party neutral who will serve as the claims referee. If the Parties cannot agree on a claims referee, the Parties will submit

proposals to the Court, and the Court shall have final, non-appealable authority to designate the claims referee. The decisions of the claims referee regarding the validity of claims will be final and non-appealable.

47. Payment.

- a. After the Effective Date, and after final determinations have been made with respect to all claims submitted during the Claims Period pursuant to the Claims Review Process, the Settlement Administrator shall provide the Parties an accounting of all Approved Claims for Credit Monitoring Services, Ordinary Losses, Lost Time, Extraordinary Losses or Alternative Cash Payment elections and also provide payment instructions to Level Up or its insurer. Within thirty (30) days of receiving this accounting, Level Up or its insurer shall transmit the funds needed to pay Approved Claims.
- b. Payments for Approved Claims shall be issued in the form of a check, or via electronic means (agreed to by the Parties) and sent as soon as practicable after the Settlement Administrator receives the funds described in Paragraph 48.a. No payments will be issued without authorization from the Parties.
- c. All Settlement Class Members who fail to submit a valid Claim Form for any benefits under this Agreement within the time frames set forth herein, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, but will in all other respects be subject to and bound by the provisions of this Agreement, including but not limited to the releases contained herein, and the Final Approval Order and Judgment.

48. Timing. Settlement Checks shall bear in the legend that they expire if not negotiated within ninety (90) days of their date of issue.

49. Returned Checks. For any Settlement Check returned to the Settlement Administrator as undeliverable (including, but not limited to, when the intended recipient is no longer located at the address), the Settlement Administrator shall make reasonable efforts to locate a valid address and resend the Settlement Payment within thirty (30) days after the check is returned to the Settlement Administrator as undeliverable. In attempting to locate a valid address, the Settlement Administrator is authorized to send an e-mail and/or place a telephone call to that Participating Settlement Class Member to obtain updated address information. Any replacement Settlement Checks issued to Participating Settlement Class Members shall remain valid and negotiable for sixty (60) days from the date of their issuance and may thereafter automatically be canceled if not cashed in by the Participating Settlement Class Members within that time.

50. Voided Checks. In the event a Settlement Check becomes void, the Settlement Class Member to whom that Settlement Check was made payable will forfeit the right to payment and will not be entitled to payment under the Settlement, and the Agreement will in all other respects be fully enforceable against the Settlement Class Member. No later than one hundred and

twenty (20) days after the issuance of the last Settlement Check, the Settlement Administrator shall take all steps necessary to stop payment on any Settlement Checks that remain uncashed.

51. Deceased Class Members. If the Settlement Administrator is notified that a Participating Settlement Class Member is deceased, the Settlement Administrator is authorized to reissue the Settlement Check to the Participating Settlement Class Member's estate upon receiving proof that the Participating Settlement Class Member is deceased and after consultation with Settlement Class Counsel and Level Up's Counsel.

IV. SETTLEMENT CLASS NOTICE

52. Timing of Notice. Within fifteen (15) days after entry of the Preliminary Approval Order, Level Up shall provide the Settlement Class List to the Settlement Administrator. Within forty-five (45) days after entry of the Preliminary Approval Order, the Settlement Administrator shall disseminate the Short Form Notice to Settlement Class Members for whom it has a valid email address or mailing address. The Settlement Administrator shall make the Long Form Notice and Claim Form available to Settlement Class Members on the Settlement Website.

53. Form of Notice. Notice shall be disseminated via First Class U.S. mail to Settlement Class Members on the Settlement Class List or via email where email addresses for Settlement Class Members is available. Notice should also be provided on the Settlement Website. The Notice sent to Settlement Class Members will consist of a Short Form Notice in a form substantially similar to that attached hereto as **Exhibit 1**. The Settlement Administrator shall have discretion to format the Short Form Notice in a reasonable manner to minimize mailing and administrative costs. Before Notices are mailed or emailed, Settlement Class Counsel and Level Up's Counsel shall first be provided with a proof copy (reflecting what the items will look like in their final form) and shall have the right to inspect the same for compliance with the Settlement Agreement and any orders of the Court. For Notices sent via email that bounce back as undelivered, the Settlement Administrator shall send a postcard notice through First Class U.S. Mail to the Settlement Class Member, to the extent a valid mailing address exists. For Notices sent via postcard that are returned as undeliverable, the Settlement Administrator shall use reasonable efforts to identify an updated mailing address and resend the postcard notice if an updated mailing address is identified. In addition, the Long Form Notice and Claim Form approved by the Court may be adjusted by the Settlement Administrator in consultation and agreement with the Parties, as may be reasonable and necessary and consistent with such approval.

54. Settlement Website. The Settlement Administrator will establish the Settlement Website as soon as practicable following entry of the Preliminary Approval Order, but prior to dissemination of the Notice. The Settlement Website shall contain relevant documents, including, but not limited to, the Long Form Notice, the Claim Form, this Agreement, Plaintiff's motion for preliminary approval of the Settlement, the Preliminary Approval Order, Plaintiff's motion for an award of attorneys' fees, costs and expenses, and/or service awards, and the operative complaint in the Action. The Settlement Website shall also include a toll-free telephone number, e-mail address, and mailing address through which Settlement Class Members may contact the Settlement Administrator directly. The Settlement Website shall not include any advertising and shall remain operational until at least sixty (60) days after all Settlement Payments have been distributed.

55. Cost of Notice and Administration. Level Up will pay for all costs of the Settlement Administrator providing notice of the Settlement-to-Settlement Class Members and administering the Settlement.

V. OPT-OUTS AND OBJECTIONS

56. Opt-Outs. The Notice shall explain the procedure for Settlement Class Members to exclude themselves or “opt-out” of the Settlement by submitting a Request for Exclusion to the Settlement Administrator postmarked no later than sixty (60) days after the Notice Deadline. The Notice also must state that any Settlement Class Member who does not file a timely Request for Exclusion in accordance with this Paragraph will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

- a. The Request for Exclusion must include the name of the proceeding, the individual’s full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.
- b. No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported Requests for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.
- c. Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide the Parties with a complete and final list of all Opt Outs who have submitted a Request for Exclusion and have timely and validity excluded themselves from the Settlement Class and, upon request, copies of all Requests for Exclusion received.
- d. All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement. All persons falling within the definition of the Settlement Class who do not Opt Out shall be bound by the terms of this Agreement and the Final Approval Order and Judgment.

57. Objections. The Notice shall explain the procedure for Settlement Class Members to object to the Settlement by filing written objections with the Court no later than the Objection Deadline. The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) the identity of any attorneys

representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney. Any Settlement Class Member who does not file a timely and adequate objection in accordance with this Paragraph waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Agreement shall be through the provisions of this Paragraph. Within seven (7) days after the Objection Deadline, the Claims Administrator shall provide the Parties with all objections submitted.

VI. DUTIES OF THE SETTLEMENT ADMINISTRATOR

58. Duties of Settlement Administrator. The Settlement Administrator shall perform the functions and duties necessary to effectuate the Settlement and as specified in this Agreement, including, but not limited to, the following:

- a. Obtaining the Settlement Class List for the purpose of disseminating Notice to Settlement Class Members;
- b. Causing the Notice Program to be effectuated in accordance with the terms of this Settlement Agreement and any orders of the Court;
- c. Performing National Change of Address searches and/or skip tracing on the Settlement Class List;
- d. Providing Notice to Settlement Class Members via U.S. mail and/or e-mail;
- e. Establishing and maintaining the Settlement Website;
- f. Establishing and maintaining a toll-free telephone line with interactive voice response for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries in a timely fashion;
- g. Responding to any mailed or emailed Settlement Class Member inquiries in a timely fashion;
- h. Reviewing, determining the validity of, and processing all claims submitted consistent with the terms of this Agreement;
- i. Receiving and reviewing Requests for Exclusion and objections from Settlement Class Members. If the Settlement Administrator receives any Requests for Exclusion,

objections, or other requests from Settlement Class Members after the Opt-Out and Objection Deadlines, the Settlement Administrator shall promptly provide copies thereof to Settlement Class Counsel and Level Up's Counsel;

- j. Working with the provider of Credit Monitoring Services to receive and send activation codes to Settlement Class Members who submitted valid claims for Credit Monitoring Services after the Effective Date;
- k. After the Effective Date, processing and transmitting Settlement Payments to Settlement Class Members;
- l. Providing weekly or other periodic reports to Settlement Class Counsel and Level Up's Counsel that include information regarding the number of Settlement Checks mailed and delivered or checks sent via electronic means, Settlement Checks cashed, undeliverable information, and any other requested information relating to Settlement Payments or Notice;
- m. In advance of the Final Approval Hearing, preparing an affidavit to submit to the Court that: (i) attests to implementation of Notice in accordance with the Preliminary Approval Order; and (ii) identifies each Settlement Class Member who timely and properly submitted a Request for Exclusion; and
- n. Performing any function related to settlement administration as provided for in this Agreement or at the agreed-upon instruction of Settlement Class Counsel or Level Up's Counsel, including, but not limited to, verifying that Settlement Payments have been distributed.

VII. PRELIMINARY APPROVAL, FINAL APPROVAL, AND JURISDICTION

59. Certification of the Settlement Class. For purposes of this Settlement only, and in the context of this Agreement only, the Parties stipulate to the certification of the Settlement Class, which is contingent upon the Court entering the Final Approval Order and Judgment of this Settlement and the occurrence of the Effective Date. 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. Should: (1) the Settlement not receive final approval from the Court, (2) the Effective Date not occur, or (3) the Agreement is otherwise terminated, the certification of the Settlement Class shall be void, and neither the Agreement nor any order or other action relating to the agreement shall be offered by any person as evidence or cited in support of a motion to certify a class for any purpose other than this Settlement. Level Up reserves the right to contest class certification for all other purposes. The Parties further stipulate to designate the Class Representatives as the representatives for the Settlement Class.

60. Preliminary Approval. Following execution of this Agreement, Settlement Class Counsel shall file a motion for preliminary approval of this Settlement with the Court. Settlement Class Counsel shall provide Level Up's counsel with a draft of the motion for preliminary approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Level Up are addressed. The proposed Preliminary Approval Order shall be in the form attached as **Exhibit 4**.

61. Final Approval. Settlement Class Counsel shall move the Court for a Final Approval Order and Judgment of this Settlement, to be issued following the Final Approval Hearing, substantially in the form set forth in **Exhibit 5**. Counsel for the Parties shall request that the Court set a date for the Final Approval Hearing that is no earlier than 120 days after entry of the Preliminary Approval Order. Settlement Class Counsel shall provide Level Up's counsel with a draft of the motion for final approval within a reasonable time frame prior to filing same to ensure that any requested revisions from Level Up are addressed.

62. Jurisdiction. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice and the Settlement Administrator. As part of its agreement to render services in connection with this Settlement, the Settlement Administrator consents to the jurisdiction of the Court for this purpose.

VIII. MODIFICATION AND TERMINATION

63. Modification. The terms and provisions of this Agreement may be amended, modified, or expanded by written agreement of the Parties and approval of the Court; provided, however, that, after entry of the Preliminary Approval Order, the Parties may, by written agreement, effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Preliminary Approval Order and do not materially alter, reduce, or limit the rights of Settlement Class Members under this Agreement.

64. Termination. Settlement Class Counsel (on behalf of the Settlement Class Members) and Defendant shall have the right to terminate this Agreement by providing written notice of their or its election to do so ("Termination Notice"): (1) within seven (7) days of the Court's refusal to grant preliminary approval of the Settlement in any material respect; or (2) within fourteen (14) days of either of the following: (a) the Court's refusal to enter the Final Approval Order and Judgment in any material respect, or (b) the date upon which the Final Approval Order and Judgment is modified or reversed in any material respect by any appellate or other court.

65. Effect of Termination. In the event of a termination as provided in Paragraph 64 this Agreement shall be considered null and void, all of the Parties' obligations under the Agreement shall cease to be of any force and effect, and the Parties shall return to the status quo ante in the Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement claims and defenses will be preserved. Any Court orders preliminarily or finally approving certification of the Settlement Class and any other orders entered pursuant to the Agreement shall be deemed null and void and vacated. If either party voids the Settlement Agreement, that party will be obligated to pay all settlement expenses already incurred, excluding any attorneys' fees, costs, and expenses of the other party.

IX. RELEASES

66. The Release. 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.

67. Unknown Claims. The Released Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Action and that Plaintiff, any member of the Settlement Class, or any Releasing Party do not know or suspect to exist, which, if known, might have affected their decision to release the Released Parties or Released Claims, or to agree or object to the Settlement of claims related to the Action. Upon the Effective Date, Plaintiff, the Settlement Class, and any Releasing Party shall be deemed to have waived and relinquished, to the fullest extent permitted by Florida law, any and all claims, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, which now exist or may arise in the future that relate to the subject matter of the Action or the Released Claims. The Parties acknowledge that they may discover facts in addition to or different from those now known or believed to be true, but that it is their intention to fully, finally, and forever settle and release all Released Claims, including any Unknown Claims related to the Action. This provision shall in no way limit any claims of the Settlement Class and Plaintiff arising from facts unrelated to the data security incident at issue in the Action. With respect to any and all Released Claims, the Settling Parties stipulate and agree that upon the Effective Date, Representative Plaintiff expressly shall have, and each of the other Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code § 1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. This waiver is a material term of the Agreement.

68. Bar to Future Suits. Upon entry of the Final Approval Order and Judgment, the Class Representatives and other Settlement Class Members shall be enjoined from initiating, asserting, or prosecuting any and all Released Claims, including Unknown Claims, in any proceeding against any of the Released Parties or based on any actions taken by any of the Released Parties that are authorized or required by this Agreement or by the Final Approval Order and Judgment. It is further agreed that the Settlement may be pleaded as a complete defense to any proceeding subject to this Section.

X. SERVICE AWARD PAYMENTS

69. Service Award Payments. At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion seeking a service award payment for the Class Representative in recognition of her contributions to this Action. Settlement Class Counsel will request a service award not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for the Class Representative, subject to Court approval. Level Up shall pay the Court-approved service awards to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. Settlement Class Counsel will then distribute the service award. Level Up's obligations with respect to the Court-approved service awards shall be fully satisfied upon receipt of the funds into the account established by Settlement Class Counsel. Level Up shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of service awards. Nor shall Level Up be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Level Up shall have no obligation to pay any service awards. This amount was negotiated after the primary terms of the settlement were negotiated.

70. No Effect on Agreement. The finality or effectiveness of the Settlement shall not depend on the amount or timing of service awards approved and awarded by the Court or any appeal thereof. The amount and timing of service awards are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount of the service awards shall constitute grounds for termination of this Agreement.

XI. ATTORNEYS' FEES, COSTS AND EXPENSES

71. Attorneys' Fees and Costs and Expenses. At least fourteen (14) days before the Opt-Out and Objection Deadlines, Settlement Class Counsel will file a motion for an award of attorneys' fees and litigation costs and expenses to be paid by Level Up. Settlement Class Counsel will request an award of attorneys' fees and litigation costs not to exceed One Hundred Sixty Thousand Dollars and Zero Cents (\$160,000.00), subject to Court approval. Level Up shall pay the Court-approved attorneys' fees and expenses to an account established by Settlement Class Counsel within thirty (30) days after the Effective Date. The attorneys' fees and expenses will be allocated by the Settlement Class Counsel. Level Up's obligations with respect to the Court-approved attorneys' fees and expenses shall be fully satisfied upon receipt of the funds into the account established by Settlement Class Counsel. Level Up shall have no responsibility for, interest in, or liability whatsoever with respect to any distribution or allocation of attorneys' fees

or expenses. Nor shall Level Up be responsible for any tax obligations or payments associated with the amount paid into the account established by Settlement Class Counsel. To the extent the Effective Date does not occur, Level Up shall have no obligation to pay any attorneys' fees or expenses. The amount of attorneys' fees and expenses was negotiated after the primary terms of the Settlement were negotiated.

72. No Effect on Agreement. The finality or effectiveness of the Parties' Settlement shall not depend on the amount or timing of attorneys' fees and expenses approved and awarded by the Court or any appeal thereof. The amount and timing of attorneys' fees and expenses are intended to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the amount or timing of attorneys' fees or expenses shall constitute grounds for termination of this Agreement.

XII. NO ADMISSION OF LIABILITY

73. No Admission of Liability. The Parties understand and acknowledge that this Agreement constitutes a compromise and settlement of disputed claims. No action taken by the Parties either previously or in connection with the negotiations or proceedings connected with this Agreement shall be deemed or construed to be an admission of the truth or falsity of any claims or defenses heretofore made or that could have been made or an acknowledgment or admission by any party of any fault, liability, or wrongdoing of any kind whatsoever.

74. No Use of Agreement. Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be, or may be used as an admission of, or evidence of, the validity of any claim made by Plaintiff or any Settlement Class Member, including any Settlement Class Member who opts out of the Settlement; or (ii) is or may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission by the Released Parties in the Action, or any Settlement Class Member who opts out of the Settlement, or in any proceeding in any court, administrative agency or other tribunal.

XIII. MISCELLANEOUS

75. Integration of Exhibits. The exhibits to this Agreement and any exhibits thereto are a material part of the Settlement and are incorporated and made a part of the Agreement.

76. Entire Agreement. This Agreement, including all exhibits hereto, shall constitute the entire Agreement among the Parties with regard to the subject matter hereof and shall supersede any previous agreements, representations, communications, and understandings among the Parties. This Agreement may not be changed, modified, or amended except in writing, signed by all Parties or their successors in interest. The Parties contemplate that, subject to Court approval or without such approval where legally permissible, the exhibits to this Agreement may be modified by subsequent Agreement of counsel for the Parties prior to dissemination of the Notice to the Settlement Class.

77. Resolution. The Parties intend this Agreement to be a final and complete resolution of all disputes between them with respect to the Action. The Parties each agree that the Settlement and this Agreement were negotiated in good faith and at arm's-length and reflect a Settlement that was reached voluntarily after consultation with legal counsel of their choice.

78. Other Litigation. Plaintiff and Settlement Class Counsel will not cooperate with or encourage any action or filing of claims against Level Up or any Released Parties related to any of the allegations or claims alleged in the Action.

79. Deadlines. If any of the dates or deadlines specified herein falls on a weekend or legal holiday, the applicable date or deadline shall fall on the next business day. All reference to "days" in this agreement shall refer to calendar days unless otherwise specified.

80. Singular and Plurals. As used in this Agreement, all references to the plural shall also mean the singular and to the singular, shall also mean the plural whenever the context so indicates.

81. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

82. Construction. For the purpose of construing or interpreting this Agreement, the Parties agree that this Agreement is to be deemed to have been drafted equally by all Parties hereto and shall not be construed strictly for or against any Party.

83. Cooperation of Parties. The Parties to this Agreement agree to cooperate in good faith to prepare and execute all documents, to seek Court approval, defend Court approval, and to do all things reasonably necessary to complete and effectuate the Settlement described in this Agreement.

84. Obligation to Meet and Confer. Before filing any motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted in good faith.

85. No Conflict Intended. Any inconsistency between the headings used in this Agreement and the text of the paragraphs of this Agreement shall be resolved in favor of the text.

86. Governing Law. The Agreement shall be construed in accordance with, and be governed by, the laws of the State of Florida, without regard to the principles thereof regarding choice of law.

87. Jurisdiction. The Parties and each Settlement Class Member submit to the exclusive jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of the Agreement and its exhibits, but for no other purpose whatsoever.

88. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all signatories do not sign the same counterparts. Original signatures are not required. Any signature submitted electronically, by facsimile, or through e-mail of an Adobe PDF shall be deemed an original.

89. Notices. All notices to Settlement Class Counsel provided for herein, shall be sent by email to:

Alex Phillips
STRAUSS BORRELLI PLLC
980 N. Michigan Avenue, Suite 1610
Chicago, Illinois 60611
T: (872) 263-1100
F: (872) 263-1109
aphillips@straussborrelli.com

Joshua Jacobson
JACOBSON PHILLIPS PLLC
478 E. Altamonte Drive, Suite 108-570
Altamonte Springs, FL 32701
T: (407) 720-4057
F: (407) 612-2206
joshua@jacobsonphillips.com

All notices to Level Up provided for herein, shall be sent by email to:

Justin Holmes

GORDON REES SCULLY MANSUKHANI, LLP
1717 Arch Street, Suite 610
Philadelphia, PA 19103
jholmes@grsm.com

The notice recipients and addresses designated above may be changed by written notice.

90. Authority. Any person executing this Agreement in a representative capacity represents and warrants that he or she is fully authorized to do so and to bind the Party on whose behalf he or she signs this Agreement to all of the terms and provisions of this Agreement.

SIGNATURES

Emily Bennett, Plaintiff

By: 

Date: 01 / 13 / 2026

Holistix Treatment Centers, LLC d/b/a Lake Worth Holistix Detox d/b/a Level Up Treatment Lake Worth, Defendant

By: _____

Date: _____

STRAUSS BORRELLI PLLC
Counsel for Plaintiff and the Settlement Class

By: 
Alex Phillips

Date: 01 / 30 / 2026

JACOBSON PHILLIPS PLLC
Counsel for Plaintiff and the Settlement Class

By: 
Joshua Jacobson

Date: 01/20/2026

GORDON REES SCULLY MANSUKHANI
Counsel for Defendant

By: _____
Justin Holmes

Date: _____

SIGNATURES

Emily Bennett, Plaintiff

By: _____

Date: _____

Holistix Treatment Centers, LLC d/b/a Lake Worth Holistix Detox d/b/a Level Up Treatment Lake Worth, Defendant

DocuSigned by:
By: Diana Janny _____
504A9B5BA6294E4...

Date: 1/29/2026

STRAUSS BORRELLI PLLC
Counsel for Plaintiff and the Settlement Class

By: _____
Alex Phillips

Date: _____

JACOBSON PHILLIPS PLLC
Counsel for Plaintiff and the Settlement Class

By: _____
Joshua Jacobson

Date: _____

GORDON REES SCULLY MANSUKHANI
Counsel for Defendant

By: Justin M Holmes
Justin Holmes

Date: _____

EXHIBIT 1

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

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

NOTICE ID: «NOTICE ID»

HTC SETTLEMENT ALTERNATIVE CASH PAYMENT CLAIM FORM

«FIRST NAME» «LAST NAME»

«ADDRESS»

«BARCODE»

«CITY» «STATE» «ZIP»

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 [WEBSITE](#).

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 **WEBSITE** for a full description of the Settlement Benefits.

How To Get Benefits: Visit **WEBSITE** 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 **DATE**, or submitted by mail must be postmarked no later than **DATE**.

Your Other Options: If you do not want to be legally bound by the Settlement, you must **exclude yourself** by **DATE**. 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 **WEBSITE**. If you do not exclude yourself, you may **object** to the Settlement by **DATE**. Please visit **WEBSITE** 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 **DATE/TIME** at **ADDRESS**, 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 **WEBSITE** for updates.

This Notice is only a Summary. Please visit **WEBSITE or call toll-free 1-**XXX-XXX-XXXX** for more information.**

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

EXHIBIT 2

Notice of Proposed Class Action Settlement

Bennett v. Holistix Treatment Centers, LLC d/b/a Lake Worth Holistix Detox d/b/a Level Up Treatment Lake Worth, Case No. 502025CA005943XXXAMB

This is not a solicitation from a lawyer.

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

- A proposed Settlement has been reached with Holistix Treatment Centers, LLC d/b/a Lake Worth Holistix Detox d/b/a Level Up Treatment Lake Worth (“Level Up” or “Defendant”) arising out of the cybersecurity incident that occurred in July 2024, affecting Level Up (“Data Incident”).
- The Settlement Class includes all individuals residing in the United States whose Private Information was compromised in the Data Incident discovered by Level Up, in July 2024. 24. Private Information means information that identifies an individual or in combination with other information can be used to identify, locate, or contact an individual
- Under the Settlement, Level Up has agreed to provide certain benefits to Settlement Class Members who submit valid and timely claims. In addition, Level Up has agreed to enhance its information security, and has agreed to pay for the costs of Notice and Administrative Expenses; Service Award Payment for the Settlement Class Representative; and Attorneys’ Fees, Costs and Expenses.
- Your legal rights will be affected whether you act or do not act. You should read this entire Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

FILE A CLAIM FORM DEADLINE: DATE	Submitting a Claim Form is the only way that you can receive any of the Settlement Benefits. If you submit a Claim Form, you will give up the right to sue Defendant and certain other Released Parties (as defined in the Settlement Agreement) in a separate lawsuit about the legal claims this Settlement resolves.
EXCLUDE YOURSELF FROM THIS SETTLEMENT DEADLINE: DATE	This is the only option that allows you to sue, continue to sue, or be part of another lawsuit against Defendant or other Released Parties, for the claims this Settlement resolves. If you exclude yourself, you will give up the right to receive any Settlement Benefits from this Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT DEADLINE: DATE	You may object to the Settlement by writing to the Court and informing it why you do not think the Settlement should be approved. You will still be bound by the Settlement if it is approved. If you exclude yourself from the Settlement, you cannot object to it. If you object, you may also file a Claim Form to receive Settlement Benefits.
GO TO THE FINAL APPROVAL HEARING DATE	You may attend the Final Approval Hearing where the Court may hear arguments concerning approval of the Settlement. If you wish to speak at the Final Approval Hearing, you must make a request to do so in your written objection or comment. You are <u>not</u> required to attend the Final Approval Hearing.
DO NOTHING	If you do nothing, you will not receive any of the Settlement Benefits and you will give up your rights to sue Defendant and other Released Parties for the claims this Settlement resolves.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. No Settlement Benefits will be provided unless the Court approves the Settlement, and it becomes final.

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

BASIC INFORMATION

1. Why did I get this Notice?

The Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to receive those benefits.

The case is known as *Emily Bennett v. Holistix Treatment Centers, LLC d/b/a Lake Worth Holistix Detox d/b/a Level Up Treatment Lake Worth*, Case No. 502025CA005943XXXAMB (the “Action”), in the Circuit Court of the Fifteenth Judicial Circuit, Palm Beach County of Florida. The individual who filed this lawsuit, Emily Bennett, is called the “Plaintiff” and the company that was sued, Holistix Treatment Centers, LLC d/b/a Lake Worth Holistix Detox d/b/a Level Up Treatment Lake Worth, is called the “Defendant” or “Level Up”.

2. What is this lawsuit about?

In July 2024, Level Up experienced a cybersecurity incident (the “Data Incident”). On June 16, 2025, the Plaintiff filed a Class Action Complaint against the Defendant in the Circuit Court of the Fifteenth Judicial Circuit, Palm Beach County of Florida, relating to the Data Incident affecting Defendant. The Complaint asserts several causes of action. Level Up denies the allegations and all liability with respect to any and all facts and claims alleged in the Action.

3. Why is this a class action?

In a class action, one or more people called the “Plaintiffs”, or “Class Representatives” sue on behalf of all people who have similar claims. Together, all of these people are called a “class” or “class members.” One court resolves the issues for all class members, except for those class members who exclude themselves from the class.

4. Why is there a Settlement?

The Plaintiff and Defendant disagree over the legal claims made in this Action. The Action has not gone to trial, and the Court has not decided in favor of the Plaintiff or Defendant (collectively referred to as the “Parties”). Instead, the Parties have agreed to settle the Action and agree that the Settlement Agreement offers significant benefits to all Settlement Class Members, and that the Settlement is fair, reasonable, adequate, and in the best interest of the Plaintiff and all Settlement Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Settlement Class includes all individuals residing in the United States whose Private Information was compromised in the Data Incident discovered by Level Up, in July 2024.

6. Are there exceptions to individuals who are included in the Settlement Class?

Yes, 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.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at [WEBSITE](#), or call toll-free 1-[XXX-XXX-XXXX](#). You may also email the Settlement Administrator at [EMAIL](#).

THE SETTLEMENT CLASS MEMBER BENEFITS

8. What does the Settlement provide?

The Settlement will provide Settlement Class members with the opportunity to make a claim for Credit Monitoring, Extraordinary Losses, Ordinary Losses and/or Compensation for Lost Time. In lieu of these benefits, Settlement Class Members may make a claim for the Alternative Cash Payment of \$40.00.

- a. **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.
- b. **Extraordinary Losses** up to a total of \$5,000.00 per Settlement Class Member in compensation on submission of a valid and timely claim form for monetary losses that meet the following conditions:
 - i. 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;
 - ii. The loss noted in i.(A), or i.(B) was more likely than not caused by the Data Incident;
 - iii. The loss occurred between July 26, 2024, and the Claims Deadline;
 - iv. 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.
- c. **Ordinary Losses** of up to a total of \$375.00 per claimant, upon submission of a valid claim with supporting documentation for out-of-pocket losses incurred or spent between July 26, 2024, and the Claims deadline:
 - i. 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;
 - ii. Fees for credit reports, credit monitoring or other identity theft insurance products purchased as a result of the Data Incident;
- d. **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.
- e. **An Alternative Cash Payment.** As an alternative to Claims for Out-of-Pocket Losses, Extraordinary Losses or Losses due to Lost Time, Settlement Class Members may elect to receive a one-time cash payment of forty dollars (\$40.00). This payment is intended as an alternative remedy and is available to individuals who do not submit claims for ordinary, lost time or extraordinary losses. Individuals who elect an Alternative Cash Payment, however, are still eligible to elect the Credit Monitoring benefit. To receive this payment, individuals

must submit a valid and timely claim affirming that they experienced disruption or concern as a result of the Data Security Incident but are not pursuing compensation for other losses under this Agreement.

9. Are there other Settlement Benefits?

Business Practice Commitments. Defendant will provide a confidential declaration to Settlement Class Counsel describing its information security enhancements since the Data Incident and estimating, to the extent reasonably calculable, the annual cost of those enhancements. The cost of such enhancements will be paid by Defendant, separate and apart from all other settlement benefits.

10. What am I giving up in order to receive a Settlement Benefit or stay in the Settlement Class?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Defendant and the other Released Parties about the legal issues in this Action, resolved by this Settlement, and released by the Settlement Agreement and Release. The specific rights you are giving up are called Released Claims (*see* next question).

11. What are the Released Claims?

Released Claims includes any and all claims, liabilities, rights, demands, suits, actions, causes of action, obligations, damages, penalties, costs, attorneys' fees, losses, and remedies of every kind or description—whether known or unknown (including Unknown Claims), existing or potential, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, legal, statutory, or equitable—that relate to or arise from the Data Incident, the facts alleged in the Complaint or subsequent operative complaint, Level Up's information security policies and practices, or Level Up's maintenance or storage of Private Information, regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law.

More information is provided in the Settlement Agreement, which is available at [WEBSITE](#).

HOW TO GET SETTLEMENT BENEFITS—SUBMITTING A CLAIM FORM

12. How do I make a claim for Settlement Benefits?

Visit [WEBSITE](#) 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 **DATE**. Claim Forms submitted by mail must be postmarked no later than **DATE**. Settlement Class Members can also complete and submit the Claim Form that was included with the notice that was mailed to them.

Settlement Class members can also request a Claim Form by calling toll-free 1-[XXX-XXX-XXXX](#) or by writing to the Settlement Administrator.

Mail: [HTC Settlement](#), Attn: Claim Request, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: [EMAIL](#)

13. Where do I send my completed Claim Form?

Completed Claim Forms, along with supporting documentation may be mailed to the Settlement Administrator at: HTC Settlement, Attn: Claim Form Submissions, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Remember, Claim Forms submitted by mail must be postmarked no later than **DATE**.

14. What happens if my contact information changes after I submit a claim?

If you need to update your contact information after you submit a Claim Form, you may notify the Settlement Administrator of any changes by writing to the Settlement Administrator via mail or email. Please include your Notice ID number with any written requests to assist the Settlement Administrator in identifying you.

Questions? Visit [WEBSITE](#) or call toll-free [1-XXX-XXX-XXXX](#).

15. When and how will I receive the Settlement Benefits?

If you submit a Valid Claim for Credit Monitoring Services, the Settlement Administrator will send you an email with instructions on how to activate those services after the Settlement is approved and becomes Final.

Settlement Class Payments will be issued by the Settlement Administrator after the Settlement is approved and becomes Final. Payments will be issued via the payment selection made on the Claim Form. It is your responsibility to inform the Settlement Administrator of any updates to your payment information after the submission of your Claim Form.

The Settlement approval process may take time and there may be appeals that must be resolved before any Settlement Benefits can be issued. Please be patient and check **WEBSITE** for updates.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes, the Court has appointed Alex Phillips of Strauss Borrelli PLLC and Joshua R. Jacobson of Jacobson Phillips PLLC as Settlement Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Settlement Class Counsel to represent you in this Action.

17. How will Settlement Class Counsel be paid?

Settlement Class Counsel will request an award of attorneys' fees and litigation costs not to exceed One Hundred Sixty Thousand Dollars and Zero Cents (\$160,000.00), subject to Court approval.

Settlement Class Counsel will file a motion seeking a service award payment for the Class Representative in recognition of her contributions to this Action. Settlement Class Counsel will request a service award not to exceed Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) for the Class Representative, subject to Court approval.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class member and want to keep any right you may have to sue or continue to sue the Defendant and/or the other Released Parties on your own based on the claims raised in this Action or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting out” of—the Settlement. Any Settlement Class Member who does not file a timely Request for Exclusion in accordance with the instructions below will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

18. How do I get out of the Settlement?

Settlement Class Members who want to exclude themselves or “opt-out” of the Settlement must submit a Request for Exclusion to the Settlement Administrator postmarked no later than **DATE**.

The Request for Exclusion must include the name of the proceeding, the individual's full name, current address, personal signature, and the words “Request for Exclusion” or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.

No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Settlement Class Members as a group, in the aggregate, or as a class involving more than one Settlement Class Member; or (b) to opt-out more than one Settlement Class Member on a single paper, or as an agent or representative. Any such purported Requests for Exclusion shall be void, and the Settlement Class Member(s) who is or are the subject of such purported Requests for Exclusion shall be treated as a Settlement Class Member and be bound by this Settlement Agreement, including the Release contained herein, and judgment entered thereon, unless he or she submits a valid and timely Request for Exclusion.

All persons who Opt Out shall not receive any benefits or be bound by the terms of this Agreement. All persons falling

within the definition of the Settlement Class who do not Opt Out shall be bound by the terms of this Agreement and the Final Approval Order and Judgment.

The Request for Exclusion must be postmarked or received by the Settlement Administrator at the address below no later than **DEADLINE**:

HTC Settlement
Attn: Exclusion Requests
P.O. Box 58220
Philadelphia, PA 19102

19. If I exclude myself, can I still receive Settlement Benefits?

No. If you exclude yourself, you are telling the Court that you do not want to be part of the Settlement. You are only eligible to receive Settlement Benefits if you stay in the Settlement and submit a valid Claim Form.

20. If I do not exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant and the other Released Parties for the claims that this Settlement resolves. You must exclude yourself from this Action to start or continue with your own lawsuit or be part of any other lawsuit against the Defendant or any of the other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECT TO OR COMMENT ON THE SETTLEMENT

21. How do I tell the Court that I do not like the Settlement?

Settlement Class Members who wish to object to the Settlement must file their written objection with the Court no later than **the Objection Deadline**.

The written objection must include (i) the name of the proceedings; (ii) the Settlement Class Member's full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member's attorney.

Any Settlement Class Member who does not file a timely and adequate objection in accordance with these instructions waives the right to object or to be heard at the Final Approval Hearing and shall be forever barred from making any objection to the Settlement and shall be bound by the terms of the Agreement and by all proceedings, orders, and judgments in the Action. The exclusive means for any challenge to the Settlement shall be through the provisions listed above.

For an objection to be considered, it must be filed with the Court no later than **DEADLINE**.

Court
[Court Address]

22. What is the difference between objecting and requesting exclusion?

Objecting is telling the Court you do not like something about the Settlement. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Requesting exclusion is telling the Court you do not want to be part of the Class or the Settlement. If you exclude yourself, you cannot object to the Settlement because it no longer affects you.

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

THE FINAL APPROVAL HEARING

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **DATE & TIME** in Courtroom **X**, located at **ADDRESS**.

The date and time of the Final Approval Hearing is subject to change without further notice to the Settlement Class, so please check **WEBSITE** for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and will decide whether to approve the Settlement, Settlement Class Counsel's application for Attorneys' Fees, Costs and Expenses, and a Service Award for the Class Representative. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

24. Do I have to come to the Final Approval Hearing?

No. Settlement Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit a timely and complete objection, the Court will consider it, and you do not have to come to Court to talk about it.

25. May I speak at the Final Approval Hearing?

Yes. If you wish to attend and speak at the Final Approval Hearing, you must indicate this in your written objection (*see* Question 21). Your objection must state that it is your intention to appear at the Final Approval Hearing and must identify any witnesses you may call to testify or exhibits you intend to introduce into evidence at the Final Approval Hearing. If you plan to have your attorney speak for you at the Final Approval Hearing, your objection must also include your attorney's name, address, and phone number.

IF YOU DO NOTHING

26. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any Settlement Benefits. You will also give up certain rights, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendant or any of the other Released Parties about the legal issues in this Action and released by the Settlement Agreement.

GETTING MORE INFORMATION

27. How do I get more information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at **WEBSITE**. You may also contact the Settlement Administrator by mail or email:

Mail: **HTC Settlement**, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Email: **Email Address**

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Questions? Visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**.

EXHIBIT 3

Your claim must
be submitted
online or
postmarked by:
DEADLINE

*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

LVL-CLAIM

CLAIM FORM

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 **WEBSITE** or by completing this Claim Form and mailing it to the Settlement Administrator, so it is postmarked no later than **DEADLINE**.

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 (1A), or (1B) was more likely than not caused by the Data Incident;
3. The loss occurred between July 26, 2024, and **the Claims Deadline**;
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 \$750 per claimant, upon submission of a valid claim with supporting documentation for out-of-pocket losses incurred or spent between July 26, 2024, and the Claims deadline:

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. .COM** OR CALL TOLL-FREE 1-**XXX-XXX-XXXX**

**Your claim must
be submitted
online or
postmarked by:
[DEADLINE]**

*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

LVL-CLAIM

CLAIM FORM

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

EXHIBIT 4

**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. No. 502025CA005943XXXAMB

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
PROPOSED CLASS ACTION
SETTLEMENT**

Before the Court is Plaintiff Emily Bennett’s Motion for Preliminary Approval of Class Action Settlement (**Doc. No. ___**) (the “Motion”), the terms of which are set forth in a Settlement Agreement between Settlement Class Representative Emily Bennett and Holistix Treatment Centers, LLC (“Holistix,” and, collectively, the “Parties”), with accompanying exhibits attached thereto, and the entirety of which is attached as **Appendix 1** to Plaintiff’s Memorandum of Law in Support of the Motion (the “Settlement Agreement”).¹

Having fully considered the issue, the Court hereby **GRANTS** the Motion and **ORDERS** as follows:

1. **Class Certification for Settlement Purposes Only.** The Settlement Agreement provides for a Settlement Class defined as follows:

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;

¹ All defined terms in this Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) have the same meaning as set forth in the Settlement Agreement, unless otherwise indicated.

(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.

Pursuant to Florida Rule of Civil Procedure 1.220(e), the Court finds that giving notice is justified. The Court finds that it will likely be able to approve the proposed Settlement as fair, reasonable, and adequate. The Court also finds that it will likely be able to certify the Settlement Class for purposes of judgment on the Settlement because it meets all of the requirements of Rule 1.220. Specifically, the Court finds for settlement purposes only that: (a) the Settlement Class are so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Settlement Class Representative are typical, and the Settlement Class Representative seeks similar relief as the claims of the Settlement Class Members; (d) the Settlement Class Representative will fairly and adequately protect the interests of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members; and (f) a class action and class settlement is superior to other methods available for a fair and efficient resolution of this Litigation.

2. **Settlement Class Representative and Settlement Class Counsel.** The Court finds that Settlement Class Representative Emily Bennett will likely satisfy the requirements of Rule 1.220(a) and should be appointed as the Settlement Class Representative. Additionally, the Court finds that Alex Phillips of Strauss Borrelli PLLC and Joshua R. Jacobson of Jacobson Phillips PLLC will likely satisfy the requirements of Rule 1.220 (a) and should be appointed as Settlement Class Counsel.

3. **Preliminary Settlement Approval.** Upon preliminary review, the Court finds the Settlement is fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and accordingly is preliminarily approved. In making this determination, the Court has considered the monetary and non-monetary benefits provided to the Settlement Class through the Settlement, the specific risks faced by the Settlement Class in prevailing on their claims, the good faith, arms' length negotiations between the Parties and absence of any collusion in the Settlement, the effectiveness of the proposed method for distributing relief to the Settlement Class, the proposed manner of allocating benefits to Settlement Class Members, the equitable treatment of the Settlement Class Members under the Settlement, and all of the other factors required by Rule 1.220 and relevant case law.

4. **Jurisdiction.** The Court has subject matter jurisdiction pursuant to Florida Stat. § 26.012 and § 86.011 and personal jurisdiction over the parties before it. Additionally, venue is proper in this District pursuant to Florida Stat. § 47.011 and § 47.051.

5. **Final Approval Hearing.** A Final Approval Hearing shall be held on _____, 202__, at [address/via zoom], where the Court will determine, among other things, whether: (a) the Settlement Class should be finally certified for settlement purposes; (b) the Settlement should be approved as fair, reasonable, and adequate, and finally approved; (c) this action should be dismissed with prejudice pursuant to the terms of the Settlement Agreement; (d) Settlement Class Members (who have not timely and validly excluded themselves from the Settlement) should be bound by the releases set forth in the Settlement Agreement; (e) the application of Settlement Class Counsel for an award of Attorneys' Fees, Costs, and Expenses should be approved; and (f) the application of the Settlement Class Representative for a Service Award should be approved.

6. **Settlement Administrator**. The Court appoints Angeion Group as the Settlement Administrator, with responsibility for class notice and settlement administration. The Settlement Administrator is directed to perform all tasks the Settlement Agreement requires. The Settlement Administrator's fees will be paid pursuant to the terms of the Settlement Agreement.

7. **Notice**. The proposed notice program set forth in the Settlement Agreement and the Notices and Claim Form attached to the Settlement Agreement as **Exhibits 1, 2, and 3** are hereby approved. Non-material modifications to these Exhibits may be made by the Settlement Administrator in consultation and agreement with the Parties, but without further order of the Court.

8. **Findings Concerning Notice**. The Court finds that the proposed form, content, and method of giving Notice to the Settlement Class as described in the Settlement Agreement and its exhibits: (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including, but not limited to, their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; (d) meet all applicable requirements of law, including Rule 1.220; and (e) and meet the requirements of the Due Process Clause(s) of the United States and Florida Constitutions. The Court further finds that the Notice provided for in the Settlement Agreement is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

The Settlement Administrator is directed to carry out the Notice program in conformance

with the Settlement Agreement.

9. **Exclusion from Class.** Any Settlement Class Member who wishes to be excluded from the Settlement Class must individually sign and timely submit a written request to the designated address established by the Settlement Administrator in the manner provided in the Notice. The written request must clearly manifest a person's intent to be excluded from the Settlement Class, as set forth in the Settlement Agreement, and must be submitted individually, i.e., one request is required for every Settlement Class Member seeking exclusion. To be effective, such requests for exclusion must be postmarked no later than the Opt-Out Deadline, which is no later than sixty (60) days from the Notice Deadline, and as stated in the Notice.

Within seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall furnish to Class Counsel and to Holistix Counsel a complete list of all timely and valid requests for exclusion.

If a Final Approval Order and Judgment is entered, all Persons falling within the definition of the Settlement Class who do not timely and validly request to be excluded from the Settlement Class shall be bound by the terms of this Settlement Agreement and the Final Approval Order and Judgment. All Persons who submit valid and timely requests to be excluded from the Settlement Class shall not receive any cash benefits of and/or be bound by the terms of the Settlement Agreement.

10. **Objections and Appearances.** A Settlement Class Member (who does not submit a timely written request for exclusion) desiring to object to the Settlement Agreement may submit a timely written objection by the Objection Deadline and as stated in the Notice. The Notice shall instruct Settlement Class Members who wish to object to the Settlement Agreement to file their objections with the Court. The Notice also shall advise Settlement Class Members of the deadline

for submission of any objections—the “Objection Deadline.” Any such objections to the Settlement Agreement must be written and must include all of the following: (i) the name of the proceedings; (ii) the Settlement Class Member’s full name, current mailing address, and telephone number; (iii) a statement that states with specificity the grounds for the objection, as well as any documents supporting the objection; (iv) a statement as to whether the objection applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class; (v) the identity of any attorneys representing the objector; (vi) a statement regarding whether the Settlement Class Member (or his/her attorney) intends to appear at the Final Approval Hearing; (vii) a list of all other matters in which the objecting Settlement Class Member and/or his/her attorney has lodged an objection to a class action settlement; and (viii) the signature of the Settlement Class Member or the Settlement Class Member’s attorney.

To be timely, written notice of an objection must be filed with the Clerk of Court by the Objection Deadline, which is no later than sixty (60) days from the Notice Deadline.

Any Settlement Class Member who fails to comply with the requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Action, and shall be precluded from seeking any review of the Settlement Agreement and/or Final Approval Order and Judgment by appeal or other means. The provisions stated in the Settlement Agreement shall be the exclusive means for any challenge to the Settlement Agreement. Any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Final Order and Judgment to be entered upon final approval shall be pursuant to appeal under the Florida Rules of Appellate Procedure and not through a collateral attack.

11. **Claims Process.** Settlement Class Counsel and Holistix have created a process for Settlement Class Members to claim benefits under the Settlement. The Court preliminarily approves this process and directs the Settlement Administrator to make the Claim Form or its substantial equivalent available to Settlement Class Members in the manner specified in the Notice.

The Settlement Administrator will be responsible for effectuating the claims process.

Settlement Class Members who qualify for and wish to submit a Claim Form shall do so in accordance with the requirement and procedures specified in the Notice and the Claim Form. If the Final Order and Judgment is entered, all Settlement Class Members who qualify for any benefit under the Settlement but fail to submit a claim in accordance with the requirements and procedures specified in the Notice and the Claim Form shall be forever barred from receiving any such benefit, but will in all other respects be subject to and bound by the provisions in the Final Order and Judgment, including the releases contained therein.

12. **Termination of Settlement.** This Preliminary Approval Order shall become null and void and shall be without prejudice to the rights of the Parties, all of whom shall be restored to their respective positions existing before the Court entered this Preliminary Approval Order and before they entered the Settlement Agreement, if: (a) the Court does not enter this Preliminary Approval Order; (b) Settlement is not finally approved by the Court or is terminated in accordance with the Settlement Agreement; or (c) there is no Effective Date. In such event, (i) the Parties shall be restored to their respective positions in the Action prior to execution of the Settlement Agreement and shall jointly request that all scheduled Action deadlines be reasonably extended by the Court so as to avoid prejudice to any Party or Party's counsel; (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and

shall not be used in the Action or in any other proceeding for any purpose, and (iii) 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*.

13. **Use of Order.** This Preliminary Approval Order shall be of no force or effect if the Final Order and Judgment is not entered or there is no Effective Date and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or propriety of certifying any class. Nor shall this Preliminary Approval Order be construed or used as an admission, concession, or declaration by or against the Settlement Class Representative or any other Settlement Class Member that his or her claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this Action or in any other lawsuit.

14. **Continuance of Hearing.** The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the Settlement Website maintained by the Settlement Administrator. The Court may approve the Settlement, with such modifications as may be agreed upon by the Parties, if appropriate, without further notice to the Settlement Class.

15. **Stay of Litigation.** All proceedings in the Action, other than those related to approval of the Settlement Agreement, are hereby stayed. Further, any actions brought by Settlement Class Members concerning the Released Claims are hereby enjoined and stayed pending Final Approval of the Settlement Agreement.

16. **Schedule and Deadlines.** The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>Event</u>	<u>Deadline</u>
Defendant Provides Class Member Information To Claims Administrator	Within 15 Days Of Entry Of Preliminary Approval Order
Deadline For Claims Administrator To Begin Sending Short Form Notice (By First Class USPS Mail)	Within forty-five (45) Days Of Entry Of Preliminary Approval Order (the "Notice Commencement Date")
Motion for Attorneys' Fees, Costs, Expenses, and Service Award to Be Filed by Settlement Class Counsel	At Least 14 Days Prior To Opt-Out/Objection Dates
Opt-Out/Objection Date Deadlines	60 Days After Notice Deadline
Claims Administrator Provides Parties With List Of Timely, Valid Opt-Outs	7 Days After Opt-Out Dates
Claims Deadline	60 Days After Notice Deadline
Final Approval Hearing	[COURT TO ENTER DATE AND TIME] No Earlier Than 120 Days After Entry Of Preliminary Approval Order

IT IS SO ORDERED

Dated

Judge

EXHIBIT 5

**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

**[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, on _____ [DATE], the Court entered an Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”) (**Doc. No. __**) 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 appointed 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, on _____[DATE], 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, on _____[DATE], 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, _____ potential Settlement Class Members have requested to be excluded from the Settlement. Their names are set forth in **Exhibit A** to this Final Approval Order and Judgment. Those persons are not bound by the Settlement Agreement and this Final Approval Order and Judgment and shall not be entitled to any of the benefits afforded to the Settlement Class Members under the Settlement Agreement, as set forth in the Settlement Agreement. All Settlement Class Members who have not validly excluded themselves from the Settlement Class are bound by this Final Approval Order and Judgment.

11. _____ objections were filed by Settlement Class Members. The Court has considered all objections and finds the objections do not counsel against Settlement Agreement approval, and the objections are hereby overruled in all respects.

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