

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

JANE DOE 1 and JANE DOE 2, *on
behalf of themselves and all others
similarly situated,*

Plaintiffs,

v.

WORKIT HEALTH, INC.,

Defendant.

Case No.: 2:23-CV-11691-LVP-DRG

Hon. Linda V. Parker

Magistrate Judge David R. Grand

**PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Pursuant to Federal Rule of Civil Procedure 23(e)(2), Plaintiffs Jane Doe 1 and Jane Doe 2, on behalf of themselves and all others similarly situated, hereby move this Court for final approval of the class action Settlement¹ that this Court preliminarily approved on September 7, 2024 (ECF No. 14).

Plaintiffs respectfully request this Honorable Court to:

1. Grant final certification of the Settlement Class for settlement purposes pursuant to Rule 23(a) and (b)(3);
2. Finally appoint Plaintiffs Jane Doe 1 and Jane Doe 2 as Class

¹ Unless otherwise indicated, capitalized terms used in this Motion and Brief in Support have the same meanings as in the Settlement Agreement, attached as **Exhibit 1** to the Joint Counsel Declaration in Support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement, which is **Exhibit A** to the Brief in Support.

- Representatives;
3. Finally appoint David S. Almeida of Almeida Law Group LLC and Nicholas A. Coulson of Coulson P.C. as Class Counsel;
 4. Find that the Notice Plan satisfied the requirements of Rule 23(c)(2)(B);
 5. Find that the terms of the Settlement Agreement are fair, reasonable, and adequate and are approved, adopted, and incorporated by the Court;
 6. Direct the Parties, their respective attorneys, and the Settlement Administrator to consummate the Settlement in accordance with the [Proposed] Final Judgment Approving Class Action Settlement (“[Proposed] Final Judgment”) and terms of the Settlement Agreement; and
 7. Resolve all claims as to all Parties and Class Members in this action and issue the [Proposed] Final Judgment.

Plaintiffs’ request for final approval is based on the following: (i) this Motion; (ii) the Brief in Support filed herewith; (iii) the Joint Counsel Declaration of David S. Almeida and Nicholas A. Coulson in Support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement, attached as Exhibit A to the Brief in Support; (iv) the Settlement Agreement and accompanying Exhibits (Exhibit 1 to the Joint Counsel Declaration); (v) the Declaration of Elena MacFarland Regarding the Status of Settlement Notice Program and in Support of Plaintiffs’ Motion for Final Approval by the court-appointed Settlement Administrator, EisnerAmper, attached as Exhibit B to the Brief in Support; (vi) Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, Brief in Support, and Supporting Declarations (ECF No. 12); (vii) all other pleadings and papers on file in this action; and (viii) any oral argument that may be heard by this Court at or prior to the Final Approval Hearing.

The undersigned counsel certifies that counsel communicated with counsel for the Defendant explaining the nature of the relief to be sought by way of this Motion and seeking concurrence in the relief. Defendant's Counsel indicated that Defendant does not oppose Plaintiffs' Motion.

Therefore, and for the reasons set forth in Plaintiffs' Brief in Support of their Unopposed Motion for Final Approval of Class Action Settlement, Plaintiffs respectfully request that the Court grant final approval to the Class Action Settlement and enter final judgment.²

Dated: January 9, 2025

Respectfully Submitted,

/s/ David S. Almeida

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² Attached to the Brief in Support are copies of a proposed Final Approval Order (**Exhibit C**) and proposed Final Judgment (**Exhibit D**).

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**BRIEF IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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STATEMENT OF ISSUES PRESENTED

1. Should the Court grant final certification of the Settlement Class pursuant to Federal Rules of Civil Procedure Rule 23(a) and (b)(3)?

Plaintiffs' Answer: Yes

2. Should the court finally appoint Plaintiffs Jane Doe 1 and Jane Doe 2 as Class Representatives because they have fairly and adequately represented the interests of the Settlement Class?

Plaintiffs' Answer: Yes

3. Should the Court finally appoint David S. Almeida of Almeida Law Group LLC and Nicholas A. Coulson of Coulson P.C as Settlement Class Counsel, finding that they have fairly and adequately represented the interests of the Settlement Class?

Plaintiffs' Answer: Yes

4. Should the Court find that the Notice Plan satisfied the requirements of Fed. R. Civ. P. 23(c)(2)(B)?

Plaintiffs' Answer: Yes

5. Should the Court find that the proposed class action settlement is fair, reasonable, adequate and, accordingly, grant final approval of it pursuant to Fed. R. Civ. P. 23(e)(2)?

Plaintiffs' Answer: Yes

CONTROLLING AND MOST APPROPRIATE AUTHORITIES

- Fed. R. Civ. P. 23
- *Int'l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Gen. Motors Corp.*, 497 F.3d 615 (6th Cir. 2007)
- *Williams v. Vukovich*, 720 F.2d 909 (6th Cir. 1983)
- *Garner Properties & Mgmt., LLC v. City of Inkster*, 333 F.R.D. 614 (E.D. Mich. 2020)
- *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508 (E.D. Mich. 2003)
In re Wright & Filippis, LLC Data Sec. Breach Litig., 2024 WL 3083436 (E.D. Mich. June 20, 2024)
- Fed. Judicial Ctr., Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide (2010)

I. INTRODUCTION

This case arises from allegations that Defendant Workit Health Inc. (“Workit” or “Defendant”) implemented and used certain third-party website tracking technologies—including the Meta Pixel and Google Analytics—that resulted in the unlawful disclosure of personal or health-related information to certain third-party digital media platforms such as Facebook and Google. Following an investigation by Plaintiffs’ experienced counsel, informal discovery between the Parties, and a full-day in-person mediation on March 21, 2024 (before a neutral mediator, Bruce Friedman (JAMS)), the Parties reached an arms’ length agreement to fully and finally resolve this case subject to Court approval on a class-wide, non-reversionary common fund basis.

On September 7, 2024, this Court preliminarily approved a \$578,680.00 non-reversionary common fund Settlement¹ between Plaintiffs Jane Doe 1 and Jane Doe 2 (“Plaintiffs”), individually and on behalf of all others similarly situated, and Defendant. *See* ECF No. 14 (“Preliminary Approval Order” or “PAO”). The Court-approved settlement administrator, EisnerAmper, has implemented the notice plan and direct notice has reached approximately 90.55% of the Settlement Class.

¹ The Settlement Agreement and its exhibits are included as **Exhibit 1** to the Joint Counsel Declaration in Support of Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement, which is **Exhibit A** to the Brief in Support (“Counsel Decl.”).

Exhibit B, Declaration of Elena MacFarland Regarding the Status of Settlement Notice Program and in Support of Plaintiffs’ Motion for Final Approval, ¶ 16 (“Admin Decl.”). The reaction from the Settlement Class has been overwhelmingly positive, which is unsurprising given the strengths of the Settlement. Specifically, of the 110,440 Settlement Class Members who received direct notice, none have submitted an objection or requested exclusion. *Id.* ¶¶ 16-20.

Should the Court grant final approval, those Settlement Class Members who submitted claims will all receive valuable benefits, in the form of a *pro rata* cash payment from the Net Settlement Fund. Assuming that attorneys’ fees, costs and expenses, and incentive awards are approved as requested in Plaintiffs’ Motion for Award of Attorneys’ Fees, Reimbursement of Costs and Expenses, and Incentive Awards (ECF No. 16), factoring in the costs of notice and settlement administration, and the number of valid claims as of January 8, 2025, the *pro rata* payment is estimated to be \$43.00.00. *Id.* ¶ 18. The Settlement is an excellent result for the Class, and the Court should grant final approval.

II. SUMMARY OF PLAINTIFFS’ CLAIMS.

Defendant is a telehealth provider of addiction treatment, which virtually advertises and offers services to treat substance use disorders and certain mental health conditions, like anxiety and depression. Plaintiffs and the proposed Settlement Class Members are individuals who accessed and used Defendant’s Website and

Applications to receive remote medical, telehealth services. Plaintiffs' Complaint alleged that Defendant unlawfully disclosed Plaintiffs' confidential and personally identifiable information ("PII") and protected health information ("PHI") to third parties including, but not limited to Meta Platforms, Inc. d/b/a Facebook, without Plaintiffs' knowledge or consent. ECF No. 1, ¶ 1. Plaintiffs further alleged that their PHI and PII would allow these third-party providers of web tracking technologies to know that a specific patient was seeking confidential medical care and the type of medical care being sought, as well as what specific type of condition they were being treated for. *Id.* ¶ 29. Defendant denies these allegations.

III. SUMMARY OF LITIGATION

Following an extensive pre-suit investigation conducted by Plaintiffs' Counsel, Plaintiffs filed their Complaint on July 14, 2023. ECF No. 1. Plaintiffs' Complaint alleged ten causes of action: (i) Invasion of Privacy – Intrusion Upon Seclusion and Private Affairs; (ii) Invasion of Privacy – Public Disclosure of Embarrassing Private Facts; (iii) Unjust Enrichment; (iv) Breach of Implied Contract; (v) Negligence; (vi) Unauthorized Disclosure of Privileged Communications; (vii) Violations of the Michigan Consumer Protection Act (MCPA); (viii) Violations of Electronic Communications Privacy Act – Unauthorized Interception, Use, and Disclosure; (ix) Violations of the California

Invasion of Privacy Act (CIPA); and (x) Violations of the California Confidentiality of Medical Information Act (CMIA). *Id.*

Despite Defendant's denial of Plaintiffs' claims of wrongdoing, the Parties agreed to engage in good faith settlement discussions. Accordingly, after Defendant filed a Motion to Compel Arbitration, ECF No. 7, the Parties submitted a stipulation to stay the case pending mediation on March 21, 2024, which was granted on March 23, 2024, ECF No. 8. The Parties participated in a full-day mediation session with respected and experienced mediator Bruce Freidman (JAMS). Ex. 1, Settlement Agreement, pg. 2, ¶5. As a result of this mediation, the Parties agreed to settle the claims asserted in the Complaint on the terms and conditions set forth herein, subject to the Court's review and approval.

On September 6, 2024, Plaintiffs moved for preliminary approval of the class action settlement. ECF No. 12. The Court issued preliminary approval of the Settlement on September 7, 2024. ECF No. 14. Notice has been given to the Settlement Class pursuant to the Court's Order and Plaintiffs now seek final approval of the Settlement.

IV. THE SETTLEMENT TERMS

Class Definition. The Settlement will provide substantial relief for the Settlement Class, defined as follows:

[A]ll persons in the United States who used Defendant's Website or Application (both web-based and mobile) to search for medical information, services or physicians, fill out forms, schedule appointments, sign-up for

membership, register for programs or support groups, or pay for medical services between June 1, 2017 and November 23, 2022.

Ex. 1, Settlement Agreement, pg. 8, § 11. The Settlement Class consists of 121,972 individuals. Counsel Decl. ¶ 17.

Settlement Fund. Workit has agreed to create a non-reversionary Settlement Fund in the amount of \$578,680.00, which will be distributed *pro rata* to Settlement Class Members, after the payments of the costs of Administrative Expenses, any Service Awards and Fee Awards and Costs. Ex. 1, Settlement Agreement, pg. 8, § nm.

Release. The proposed settlement includes a full release and discharge by Plaintiffs and the Class of any and all claims that were, or could have been, asserted in this case or that relate to, concern or arise out of Defendant's use of third-party tracking technologies, including the Meta Pixel and Google Analytics, that may have led to any Third-Party Disclosure. *Id.* pgs. 29-31, ¶¶ 78-86. The Release binds all Class Members who do not opt out of the settlement from suing Defendant relating to the allegations made in the Class Action. *Id.* pg. 21, ¶ 61.

Notice and Administration Expenses. The cost of sending Notice, and other Administration expenses, has been and will be paid from the Settlement Fund.

Service Awards and Fee Award. Further to the Settlement Agreement, Plaintiffs filed a Motion for Award of Attorneys' Fees, Reimbursement of Costs and Expenses, and Incentive Awards seeking a \$2,500 Service Award for each Plaintiff, as

appropriate compensation for their time, effort, and leadership serving as Class Representatives on behalf of the Settlement Class, from the Settlement Fund. *See* ECF No. 16; *see also* Ex. 1, Settlement Agreement, pg. 22, ¶ 63. Defendant filed a Response to Plaintiffs’ Motion stating no opposition to the relief requested by Plaintiffs. *See* ECF No. 17.

V. THE NOTICE PLAN COMPORTS WITH DUE PROCESS

Due Process and Rule 23 require that the notice provided to the Settlement Class is “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B); *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974). Notice “need only be reasonably calculated. . . to apprise interested parties of the pendency of the settlement proposed and to afford them an opportunity to present their objections.” *UAW v. Gen. Motors Corp.*, 2006 WL 891151, at *33 (E.D. Mich. Mar. 31, 2006) (citation omitted). Notice must clearly state essential information regarding the settlement, including the nature of the action, terms of the settlement, and class members’ options. *See* Fed. R. Civ. P. 23(c)(2)(B); *Dick v. Sprint Commc’ns Co. L.P.*, 297 F.R.D. 283, 292 (W.D. Ky. 2014). At its core, “[a]ll that the notice must do is fairly apprise the prospective members of the class of the terms of the proposed settlement so that class members may come to their own conclusions about whether the settlement serves their interest.” *Int’l Union*,

United Auto., Aerospace, & Agr. Implement Workers of Am. v. Gen. Motors Corp., 497 F.3d 615, 630 (6th Cir. 2007) (cleaned up) (“*UAW v. Gen. Motors Corp.*”).

Due Process does not require that every class member receive notice and a notice plan is reasonable if it reaches at least 70% of the class. *See, e.g., Fidel v. Farley*, 534 F.3d 508, 514 (6th Cir. 2008); Fed. Judicial Ctr., *Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide 3* (2010); *In re Countrywide Fin. Corp. Customer Data Sec. Breach Litig.*, 2009 WL 5184352, at *12 (W.D. Ky. Dec. 22, 2009) (finding notice plan to be “the best notice practicable” where combination of mail and publication notice reached 81.8% of the class). Here, the notice plan readily satisfies this standard as it provided direct notice to 90.55% of the Settlement Class. Admin Decl. ¶ 16.

This Court approved the proposed notice plan, finding it met the requirements of Rule 23 and Due Process. ECF No. 14. The notice plan has now been fully implemented by Claims Administrator EisnerAmper. Pursuant to the Settlement, between September 24 and 26, 2024, Workit provided EisnerAmper with a Settlement Class List with 122,178 records for identified Settlement Class Members, including names and email addresses for any and all Settlement Class Members that it had in its possession, custody, or control. Admin Decl. ¶ 8. After consolidating and deduplicating the data, EisnerAmper determined that a total of 121,972 unique records exist in the class data. *Id.*

Beginning on October 22, 2024, EisnerAmper sent e-mail notice to the 117,914 email addresses for Settlement Class Members that passed the hygiene and verification process. *Id.* ¶ 10. On November 22, 2024, EisnerAmper sent a second round of Email Notice to be sent to the 116,024 Settlement Class Members who had not yet submitted a claim as of the date of the Notice, and that passed the hygiene and verification processes. *Id.* In total, the Email Notice was successfully delivered to 110,440 email addresses. *Id.*²

The Notice clearly and concisely summarized this Litigation, the Settlement, and the legal rights of Settlement Class Members. The Notice also directed Settlement Class Members to the Settlement Website, available at <https://www.whprivacysettlement.com/>, where they could submit a claim, access important court filings (including the Long Form Notice, Claim Form, the Settlement Agreement, the Court’s Preliminary Approval Order, and the Complaint), and review updated deadlines and answers to frequently asked questions. *Id.* ¶¶ 10-11.

As of January 8, 2025, there have been 12,722 unique visitor sessions to the Settlement Website. *Id.* ¶ 12. EisnerAmper also provided a phone number which allows callers to hear an introductory message, learn more about the Settlement, and speak to a live operator during regular business hours or leave a message for a return call. *Id.* ¶ 14.

² EisnerAmper notified the appropriate state and federal officials pursuant to 28 U.S.C. § 1715(b) (“CAFA”). *Id.* ¶ 6.

As a result of this comprehensive notice program, as of the claim submission deadline on December 23, 2024, EisnerAmper received 6,980 claim submissions, of which 6,672 claims have been determined to be valid. *Id.* ¶ 17. Settlement Class Members also had until December 23, 2024 to opt-out of or object to the Settlement. *Id.* ¶¶ 19-20. Out of approximately 121,972 Settlement Class Members no class members requested exclusion and none objected to the Settlement. *Id.*

Given the broad reach of the Notice, and the comprehensive information provided, the requirements of Due Process and Rule 23 are satisfied.

VI. THE SETTLEMENT CLASS MEETS THE REQUIREMENTS OF RULE 23 AND SHOULD BE CERTIFIED.

A. Rule 23(a) Requirements Are Met for Settlement Purposes.

Numerosity & Ascertainability. The first prerequisite is that the “class is so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1). “In most cases, a class in excess of forty members will do.” *Curry v. SBC Commc’ns, Inc.*, 250 F.R.D 301, 310 (E.D. Mich. 2008). The Settlement Class includes 121,972 individuals, satisfying the numerosity requirement for purposes of settlement. The Class is also ascertainable, as Defendant knows the identity of each Settlement Class Member. *See, e.g., Kinder v. Nw. Bank*, 278 F.R.D. 176, 182 (W.D. Mich. 2011) (class must be “sufficiently definite so that it is administratively feasible for the court to determine whether a particular individual is a member”) (citation omitted).

Commonality. Rule 23(a)(2) is satisfied when questions of law or fact are common to the class, the resolution of which will bring a class-wide resolution. Fed. R. Civ. P. 23(a)(2). Commonality exists when the claims all “depend upon a common contention,” with a single common question sufficing. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 350 (2011). The common contention must be capable of class-wide resolution and the “determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke.” *Id.*

Here, Plaintiffs’ claims turn on the common alleged course of conduct of Defendant’s implementation and use of third party tracking technologies and related unauthorized sharing of Plaintiffs’ PHI and PII. The following are just some of the common questions in the case:

- Whether Defendant owed a duty to Plaintiffs and members of the Class to adequately protect their PHI and PII and to provide timely and accurate notice of its use of third-party tracking technologies to Plaintiffs and the Class, and whether it breached these duties;
- Whether Defendant violated federal and state laws thereby breaching its duties to Plaintiffs and the Class as a result of its use of third-party tracking technologies;
- Whether Defendant knew or should have known that its use of the Pixel transmitted PHI and PII to third parties without consent;
- Whether Defendant’s conduct caused the unauthorized disclosure of Plaintiffs’ and Class Members’ PHI and PII; and
- Whether Defendant failed to inform Plaintiffs and the Class of the third-party tracking technologies in a timely and accurate manner.

Evidence to resolve those claims does not vary among each Settlement Class Member and so can be fairly resolved, for purposes of settlement, for the entire Settlement Class. And the injuries caused to Settlement Class Members are identical. For these reasons, the commonality prerequisite is satisfied.

Typicality. A class representative's claims must be typical of those of other class members. Fed. R. Civ. P. 23(a)(3). Plaintiffs satisfy the typicality requirement where their "claim arises from the same event or practice or course of conduct that gives rise to the claims of other class members, and if his or her claims are based on the same legal theory." *Beattie v. CenturyTel, Inc.*, 511 F.3d 554, 561 (6th Cir. 2007). Typicality assesses "whether a sufficient relationship exists between the injury to the named plaintiff and the conduct affecting the class, so that the court may properly attribute a collective nature to the challenged conduct." *Sprague v. General Motors Corp.*, 133 F.3d 388, 399 (6th Cir. 1998). The claims need not be identical; rather, they need only "arise from the same course of conduct." *Bittinger v. Tecumseh Prods. Co.*, 123 F.3d 877, 884 (6th Cir. 1997). The "court must inquire whether the interests of the named plaintiff are aligned with those of the represented group, such that in pursuing his own claims, the named plaintiff will also advance the interests of the class members." *Garner Properties & Mgmt., LLC v. City of Inkster*, 333 F.R.D. 614, 623 (E.D. Mich. 2020).

Here, Plaintiffs' claims, and those of the Settlement Class Members, entail the same type of alleged damages for the same type of injury caused by an alleged singular

course of conduct by Defendant, namely the alleged implementation and usage of third-party tracking technologies to collect and disclose their PII and PHI to third parties. Plaintiffs' claims rest on the exact same legal theories as those of the Settlement Class. Thus, Plaintiffs' pursuit of their own claims necessarily advances the interests of the Settlement Class, satisfying the typicality requirement.

Adequacy. Class representatives must fairly and adequately protect the interests of the class. Fed. R. Civ. P. 23(a)(4). "Class representatives are adequate when it appears that they will vigorously prosecute the interest of the class through qualified counsel ... which usually will be the case if the representatives are part of the class and possess the same interest and suffer the same injury as the class members." *UAW*, 497 F.3d at 626.

The preliminarily-approved Class Representatives here have no conflict, have participated actively, and are represented by attorneys experienced in class actions, including data privacy and tracking-technology cases. *See* Joint Decl. ¶¶ 13-19 & 33. Plaintiffs' Counsel regularly engage in consumer privacy cases, have the resources necessary to prosecute this case, and have frequently been appointed lead class counsel in data privacy cases and other class actions. *Id.* ¶ 25-28 & 34-36; *see also* Counsel Decl., Exs. 2 & 3 (law firm resumes for Plaintiffs' Counsel). Plaintiffs' Counsel have devoted substantial resources to this action: investigating Plaintiffs' claims; analyzing the scope of Workit's implementation and use of tracking technologies; participating in mediation; and, ultimately, negotiating a Settlement that provides meaningful relief and

protection for the Settlement Class in the face of substantial litigation risks. *Id.* ¶ 8 & 14-19. Plaintiffs’ Counsel have vigorously prosecuted this case and will continue to work diligently on behalf of the Settlement Class.

B. Rule 23(b) Requirements Are Met for Purposes of Settlement.

After satisfying Rule 23(a), Plaintiffs must also satisfy one of the three requirements of Rule 23(b) for a court to certify a class. Fed. R. Civ. P. 23(b); *see also Hall v. Oakland Cnty.*, 2024 WL 209702, at *6 (E.D. Mich. Jan. 19, 2024). Plaintiffs seek certification under Rule 23(b)(3), which requires (i) that common questions of law and fact predominate over individualized ones and (ii) that a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Fed. R. Civ. P. 23(b)(3). Plaintiffs “must establish that the issues in the class action that are subject to generalized proof, and thus applicable to the class as a whole . . . predominate over those issues that are subject only to individualized proof.” *Beattie*, 511 F.3d at 564. This requirement considers “the difficulties likely to be encountered in the management of a class action” and issues with individual litigation. *Id.*; *see also Amchem Prod., Inc. v. Windsor*, 521 U.S. 591, 617 (1997) (“The policy at the very core of the class action mechanism is to overcome the problem that small recoveries do not provide the incentive for any individual to bring a solo action[.]”).

The proposed Class satisfies this standard.

1. Common Questions of Law and Fact Predominate.

Predominance focuses on whether the defendant's alleged liability is common enough to warrant class-wide adjudication. *Amchem*, 521 U.S. at 623. The proposed class must be "sufficiently cohesive to warrant adjudication by representation." *Id.* Though similar to the commonality requirement of Rule 23(a), Rule 23(b)(3) "contains the more stringent requirement that common issues predominate over individual issues." *Machesney v. Lar-Bev of Howell, Inc.*, 317 F.R.D. 47, 61 (E.D. Mich. 2016). Predominance is met if a single factual or legal question is "at the heart of the litigation." *Powers v. Hamilton Cty. Pub. Def. Comm'n*, 501 F.3d 592, 619 (6th Cir. 2007).

Workit's alleged course of conduct was uniform across the Settlement Class, so the claims "will prevail or fail in unison." *In re Whirlpool Corp. Front-Loading Washer Prods. Liab. Litig.*, 722 F.3d 838, 859 (6th Cir. 2013). The numerous questions common to the Class, including those listed above (*see supra* § VI (A)(discussing commonality)), demonstrate commonality under Rule 23(a)(2) and predominate over any individual issues. The key elements of Plaintiffs' claims—the alleged existence of third-party tracking technologies on Defendant's Website and related unauthorized sharing of Plaintiffs' PHI and PII to third parties, Defendant's knowledge of those unauthorized disclosures, and the existence and proper measure of resultant damages—are common issues that predominate for the entire Settlement Class.

2. A Class Action Is the Superior Method of Adjudication.

Certification of this suit as a class action is superior to other methods to fairly, adequately, and efficiently resolve the claims here. “The superiority requirement of Rule 23(b)(3) is met if the class action is a better way than individual litigation to adjudicate a claim.” *Calloway v. Caraco Pharm. Lab’ys., Ltd.*, 287 F.R.D. 402, 407-08 (E.D. Mich. 2012). Such is especially true in situations which “vindicat[e] the rights of groups of people who individually would be without effective strength to bring their opponents into court at all.” *Amchem*, 521 U.S. at 617. Adjudicating individual actions here is impracticable given the amount in dispute per person, the complexity of the issues, and the costs of discovery and technical data privacy and source code experts. Individual damages are insufficient to allow such actions—at least not with the aid of adequate counsel. Such prosecution would delay resolution, and may lead to inconsistent rulings.³ Thus, the Court should certify the Settlement Class pursuant to Rule 23(b)(3). Workit does not oppose class certification for settlement purposes only.

VII. THE SETTLEMENT SHOULD BE FINALLY APPROVED.

The Federal Rules of Civil Procedure require judicial approval of class action settlements. *Halliday v. Weltman, Weinber & Reis Co., L.P.A.*, 2013 WL 692856, at *1

³ The Court need not consider trial manageability. *Amchem*, 521 U.S. at 620 (explaining that “with a request for settlement-only class certification, a district court need not inquire whether the case, if tried, would present intractable management problems”).

(E.D. Mich. Feb. 26, 2013) (citing Fed. R. Civ. P. 23(e)). At final approval, the ultimate issue is whether the settlement is fair, reasonable, and adequate. *See, e.g.*, Fed. R. Civ. P. 23(e)(2); *Williams v. Vukovich*, 720 F.2d 909, 921 (6th Cir. 1983). Courts in the Sixth Circuit recognize a strong “federal policy favoring settlement of class actions.” *UAW*, 497 F.3d at 632 (citation omitted); *see also Leonhardt v. ArvinMeritor, Inc.*, 581 F. Supp. 2d 818, 830 (E.D. Mich. 2008). Rule 23(e)(2) provides factors for the Court to determine if a settlement is “fair, reasonable, and adequate.” The Rule 23(e)(2) factors are: (A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed attorney’s fee, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(2); and (D) the proposal treats class members equitably relative to each other. Fed. R. Civ. P. 23(e)(2).

In addition to these factors, the Sixth Circuit has laid out its own factors: “(1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest.” *UAW*, 497 F.3d at 631.

As described below, each factor affirms the fairness, reasonableness, and adequacy of the Settlement, and supports granting final approval.

A. Rule 23(e)(2) Factors Weigh in Favor of Final Approval.

The Settlement readily satisfies the Rule 23(e)(2) factors. First, as explained, Plaintiffs and Class Counsel have adequately represented the Class and secured an excellent result. *See supra* §§ I & III. Second, the Settlement was negotiated at arm's-length with the assistance of mediation with a highly qualified mediator, Bruce Freidman, taking place after the Parties had exchanged information sufficient to adequately assess the strengths and weaknesses of the case. *Id.* Third, the relief provided is adequate when taking into account the factors listed in Rule 23. The Settlement provides a substantial recovery for the Settlement Class and does so without additional delay and the uncertainty of litigation. *Id.* §§ III & IV. Fourth, all Settlement Class Members are treated equally. Each Settlement Class Member could submit a claim to receive a *pro rata* cash payment from the Net Settlement Fund. *Id.* § IV. Accordingly, all Settlement Class Members are treated equitably and have the same opportunity to participate in the Settlement.

B. The Sixth Circuit's *UAW* Factors Weigh in Favor of Final Approval.

1. There Is No Risk of Fraud or Collusion.

The first factor is “the risk of fraud or collusion.” *UAW*, 497 F.3d at 631. “Courts presume the absence of fraud or collusion in class action settlements unless there is

evidence to the contrary.” *Leonhardt*, 581 F. Supp. 2d at 838. Where, as here, a settlement was reached through arm’s-length negotiations through an experienced mediator, there is no evidence of fraud or collusion. *See, e.g., Sheick v. Auto. Component Carrier, LLC*, 2010 WL 3070130, at *13 (E.D. Mich. Aug. 2, 2010) (finding that “negotiations of the Settlement Agreement were conducted at arm’s-length by adversarial parties and experienced counsel, which itself is indicative of fairness, reasonableness, and adequacy.”). Here, the Settlement was obtained following a mediation that was conducted at arm’s-length after informal discovery was exchanged. Counsel Decl. ¶¶ 18-19 & 30. This factor strongly supports approval.

2. Litigation Through Trial Would be Complex, Costly, and Long.

The second factor is “the complexity, expense and likely duration of the litigation.” *UAW*, 497 F.3d at 631. Most class actions are inherently risky, and thus “[t]he obvious costs and uncertainty of such lengthy and complex litigation weigh in favor of settlement.” *UAW*, 2006 WL 891151 at *17. This case is no exception.

As discussed above, the Parties have engaged in informal discovery and private mediation. Counsel Decl. ¶¶ 13-19. The next steps in the litigation would have included a contested motion to compel arbitration and motion to dismiss, followed by a lengthy discovery period with technical experts and a contested motion for class certification, and contested motions for summary judgment, which would be at a minimum costly and time-consuming for the Parties and the Court. *Id.* ¶ 27. Undoubtedly, further litigation

would implicate various numerous risks including, but not limited to, the risk that the litigation class could not be certified or that the Settlement Class would not recover anything at all. *Id.* ¶¶ 27-30. Workit has indicated that it would continue to assert numerous defenses on the merits. *Id.* ¶ 27. Plaintiffs' Counsel also believe that Workit would oppose class certification vigorously and prepare a competent defense at trial. *Id.* ¶¶ 27-28. Looking beyond trial, Workit could appeal the merits of any adverse decision, including class certification under Rule 23(f). *Id.* ¶ 29.

The Settlement, on the other hand, permits a prompt resolution of this Litigation on terms that are fair, reasonable, and adequate to the Settlement Class. This result has been accomplished years earlier than if the case proceeded to judgment through trial and/or appeal(s), and provides certainty whereas continued litigation does not and could result in defeat for the Settlement Class on a motion to dismiss, class certification, summary judgment, trial, or appeal. Consequently, this *UAW* factor weighs in favor of final approval of the Settlement.

3. Discovery Has Advanced Far Enough to Allow the Parties to Resolve the Case Responsibly.

The third factor is “the amount of discovery engaged in by the parties.” *UAW*, 497 F.3d at 631. Here, the Parties engaged in significant pre-mediation discovery, exchanging materials that would have contained the same information produced in formal discovery related to issues of class certification and summary judgment, and thus, the Parties had sufficient information to assess the strengths and weaknesses of the

claims and defenses. Counsel Decl. ¶¶ 16-18. Class Counsel’s experiences in similar matters, as well as the efforts made by counsel on both sides, confirm that they are sufficiently apprised of the facts related to this Litigation and their respective cases to make an intelligent analysis of the Settlement. *Id.* ¶¶ 26 & 35-37.

4. Plaintiffs Face Real Risks if the Case Proceeds.

The fourth factor is “the likelihood of success on the merits.” *UAW*, 497 F.3d at 631. As noted, absent settlement, Workit would file and vigorously argue its motion to compel arbitration, a motion to dismiss, contest class certification, and move for summary judgment if the Litigation were to continue. And there would be a risk of maintaining any class status through trial. At the time of Settlement, the Parties anticipated that conclusion of the foregoing issues would only come after lengthy discovery and exhaustive briefing—likely years down the line. Counsel Decl. ¶¶ 27-29.

Even if the Court did certify a Rule 23 class, Workit would likely challenge certification through a Rule 23(f) application and subsequently move to decertify, forcing additional rounds of briefing. *Id.* Risk, expense, and delay permeate such a process. In Class Counsel’s experience, these additional steps in litigation can take years to resolve. *Id.* The proposed Settlement eliminates this risk, expense, and delay and awards Settlement Class Members payment promptly. This factor favors final approval.

5. Class Counsel and Class Representatives Support the Settlement.

The fifth factor is “the opinions of class counsel and class representatives.” *UAW*, 497 F.3d at 631. “The endorsement of the parties’ counsel is entitled to significant weight, and supports the fairness of the class settlement.” *UAW of Am. v. Ford Motor Co.*, 2008 WL 4104329, at *26 (E.D. Mich. Aug. 29, 2008). Here, Plaintiffs’ Counsel and Plaintiffs support the Settlement. *See* Counsel Decl. ¶¶ 33 & 40. They do so because this Settlement is an excellent result for Settlement Class Members in light of defenses likely to be raised by Workit. This *UAW* factor therefore also favors final approval.

6. The Reaction of Absent Class Members Is Uniformly Positive.

The sixth factor is “the reaction of absent class members.” *UAW*, 497 F.3d at 631. In most class settlements, a small number of opt-outs and objections “are to be expected” and do not impact a settlement’s fairness. *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 527 (E.D. Mich. 2003); *see also Olden v. Gardner*, 294 F. App’x 210, 217 (6th Cir. 2008) (inferring that most “class members had no qualms” with settlement where 79 out of 11,000 class members objected).

But here, no Settlement Class Members have requested exclusion nor filed an objection. Admin Decl. ¶¶ 19-20. This *UAW* factor therefore plainly weighs in favor of final approval. *See, e.g., Hanlon v. Chrysler*, 150 F.3d 1011, 1027 (9th Cir. 1998) (“[T]he fact that the overwhelming majority of the class willingly approved the offer and stayed in the class presents at least some objective positive commentary as to its

fairness.”); *Massiah v. MetroPlus Health Plan, Inc.*, 2012 WL 5874655, at *4 (E.D.N.Y. Nov. 20, 2012) (“The fact that the vast majority of class members neither objected nor opted out is a strong indication of fairness.”).

It is also noteworthy that none of the attorneys general or other governmental officials who received notification of the settlement pursuant to CAFA have filed objections. *See George v. Acad. Mortg. Corp.*, 369 F. Supp. 3d 1356, 1373 (N.D. Ga. 2019) (“Not one CAFA notice recipient objected to the settlement, which also weighs in favor of its approval here.”) (citation omitted). The Settlement should be approved.

7. The Settlement Serves the Public Interest.

The final factor is the “public interest.” *UAW*, 497 F.3d at 631. “[T]here is a strong public interest in encouraging settlement of complex litigation and class action suits because they are notoriously difficult and unpredictable and settlement conserves judicial resources.” *In re Cardizem*, 218 F.R.D. at 530. Further, when individual class members seek a relatively small number of statutory damages, “economic reality dictates that [their] suit proceed as a class action or not at all.” *Eisen*, 417 U.S. at 161. Society undoubtedly has a strong interest in incentivizing attorneys to bring complex litigation that is necessary to protect the privacy of individuals’ most personal information. In fact, class action litigation in this area is the most realistic means of obtaining recovery on behalf of the entire Class. This factor therefore supports final approval.

VIII. CLASS COUNSEL SHOULD RECEIVE FINAL APPOINTMENT.

Under Rule 23, “a court that certifies a class must appoint class counsel . . . [who] must fairly and adequately represent the interest of the class.” Fed. R. Civ. P. 23(g)(1)(B). In making this determination, courts generally consider the following factors: (i) proposed class counsel’s work in identifying or investigating potential claims; (ii) proposed counsel’s experience in handling class actions or other complex litigation, and the types of claims asserted in the case; (iii) proposed class counsel’s knowledge of the applicable law; and (iv) proposed counsel’s resources committed to representing the class. Fed. R. Civ. P. 23(g)(1)(A)(i-iv); *see also* 4 Newberg and Rubenstein on Class Actions § 13:48 (6th ed.).

As affirmed in this Court’s Preliminary Approval Order, David S. Almeida of Almeida Law Group LLC and Nicholas A. Coulson of Coulson P.C. have extensive experience in prosecuting data privacy and tracking-technology cases as well as other complex class actions. Counsel Decl. ¶ 26, 35 & 40; *see also* ECF No. 14, ¶ 2. Class Counsel has diligently investigated and prosecuted this case by dedicating substantial resources to it and successfully negotiating this Settlement. *Id.* Thus, the Court should finally appoint David S. Almeida of Almeida Law Group LLC and Nicholas A. Coulson of Coulson P.C. as Class Counsel.

IX. CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request that the Court grant their Unopposed Motion for Final Approval of Class Action Settlement and enter Final Judgment in the form submitted herewith.⁴

Dated: January 9, 2025

Respectfully Submitted,

/s/ David S. Almeida

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Attorneys for Plaintiffs & the Class

⁴ Attached hereto are copies of the proposed Final Approval Order (**Exhibit C**) and the proposed Final Judgment (**Exhibit D**).

CERTIFICATE OF SERVICE

I hereby certify that on January 9, 2025, I served a copy of the foregoing upon all counsel of record via the Court's CM/ECF system, which will send notifications of such filing to the e-mail addresses registered in the CM/ECF system, as denoted on the Electronic Mail Notice List.

/s/ David S. Almeida
David S. Almeida

EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

JANE DOE 1 and JANE DOE 2, *on
behalf of themselves and all others
similarly situated,*

Plaintiffs,

v.

WORKIT HEALTH, INC.,

Defendant.

Case No.: 2:23-CV-11691-LVP-DRG

Hon. Linda V. Parker

Magistrate Judge David R. Grand

**JOINT COUNSEL DECLARATION IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

David S. Almeida and Nicholas A. Coulson jointly declare as follows:

1. I, David S. Almeida, am an attorney admitted to practice before this Court. I make the following declaration based upon personal knowledge and, if compelled to testify as a witness, would testify competently thereto.

2. My firm, Almeida Law Group LLC (“ALG”) is privileged to serve, along with Coulson P.C., as the preliminarily appointed Settlement Class Counsel (“Proposed Class Counsel”) on behalf of Plaintiffs and the Settlement Class in this case.

3. I am the founder and managing partner of ALG, and my firm regularly litigates class action lawsuits including, but not limited to, data security and privacy cases in state and federal courts throughout the country, including Michigan. I submit this Declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement.

4. Attached hereto as **Exhibit 1** is a true and correct copy of the executed Settlement Agreement memorializing the terms and conditions of this class action settlement.

5. Attached hereto as **Exhibit 2** is ALG's firm resume as well as the bios of the attorneys from the firm who have worked on this case.

6. Nicholas A. Coulson is an attorney admitted and licensed to practice before this Court. Mr. Coulson is the founding and principal partner of the law firm Coulson P.C. and was formerly a partner of Liddle Sheets Coulson P.C., where he practiced in class action and complex litigation since 2013.

7. Mr. Coulson's firm's resume and selected bio is attached as **Exhibit 3** hereto.

8. Throughout this litigation, we and our respective law firms have been exclusively responsible for investigation into and prosecution of Plaintiffs' individual and representative claims in this putative class action lawsuit.

9. Except where otherwise stated, we each have personal knowledge of the facts set forth in this Joint Declaration based on active participation in all aspects of the case. If called upon to testify, we each could and would testify competently to the truth of the matters stated herein.

I. SUMMARY OF THE ACTION

10. This case arises from Defendant Workit Health, Inc.’s (“Defendant” or “Workit”) implementation and use of certain third-party website tracking technologies—including the Meta Pixel and Google Analytics—that resulted in the unlawful disclosure of personal or health-related information to certain third-party digital media platforms such as Facebook and Google.

11. Following an extensive pre-suit investigation conducted by our law firms, we prepared and filed a Class Action Complaint on July 14, 2023, alleging ten causes of action based on Defendant’s alleged use of tracking technologies on its website.

12. On October 9, 2023, Defendant filed a motion to compel arbitration.

II. PLAINTIFFS’ AND COUNSELS’ ROLE IN PROSECUTING & SETTLING THIS ACTION

13. Throughout the course of the litigation and, as part of their obligation under Fed. R. Civ. P. 26, the Parties discussed the possibility of exploring a possible early resolution via mediation.

14. After exchanging information and viewpoints on numerous issues including, but not limited to, the viability of Plaintiffs' claims and Defendant's defenses, including its motion to compel arbitration, the Parties began discussing the prospect of resolution and ultimately agreed to use Bruce Friedman (JAMS) as the mediator.

15. Prior to participating in that mediation, Plaintiffs served Workit with written questions seeking information relevant to its alleged use of tracking technologies including the number of identifiable persons impacted by the alleged conduct at issue.

16. Workit provided the requested information with sufficient time for Plaintiffs' Counsel to thoroughly evaluate and to include the same in their analysis of potential damages.

17. Through that informal discovery process, Plaintiffs uncovered that Defendant's alleged use of tracking technologies disclosed the personally identifiable information and protected health information of approximately 121,000 individuals.

18. As a result of that informal discovery, the Parties were then able to prepare mediation briefs outlining each Party's respective position.

19. On March 21, 2024, the Parties participated in a day-long mediation with Bruce Friedman, and were able to reach an arms' length agreement to fully and

finally resolve this case subject to Court approval on a class-wide, non-reversionary common fund basis.

III. THE SETTLEMENT & RECOMMENDATION OF COUNSEL

20. In exchange for the release set forth in the Settlement Agreement, Workit has agreed to create a non-reversionary Settlement Fund of \$578,680.00.

21. That Settlement Fund will be used to pay all costs associated with the Settlement including notice and administrative costs and expenses as well as any Court-approved Service Awards and Fee Awards and Costs. *See* Ex. 1, Settlement Agreement, pg. 8, § nm; *see also* ECF No. 16 (Motion for Attorney Fees); ECF No. 17 (Defendant’s Response stating “Workit does not oppose the relief requested by Plaintiffs’ in their Motion and accompanying Brief in Support of the same.”).

22. Those payments (from the Settlement Fund) will yield a Net Settlement Fund which will be distributed *pro rata* to all Settlement Class Members who submit a valid and timely claim.

23. On September 6, 2024, Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement. ECF No. 12.

24. On September 7, 2024, the Court issued an Order granting Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement, appointing Jane Doe 1 and Jane Doe 2 as representatives of the Settlement Class, appointing

Nicholas A. Coulson and David S. Almeida as Class Counsel, and appointing EisnerAmper as Settlement Administrator. ECF No. 14.

25. The global resolution achieved by the Parties in the Settlement Agreement resulted from well-informed Parties and their respective counsel. Plaintiffs' Counsel received and reviewed documentation and information produced by Workit. This information confirmed Plaintiffs' analysis of the legal merits in this case.

26. Based on their experience in numerous prior data privacy and pixel-tracking cases, Plaintiffs' Counsel are confident that the evidence would establish Workit's liability and prove damages on a class-wide basis.

27. While Plaintiffs are understandably confident, there are many risks involved with litigating a nationwide class action lawsuit involving a rapidly developing area of the law. First, Defendant is represented by highly skilled and qualified Counsel. Next, if the case were to continue, Defendant would pursue its motion to compel arbitration and file a motion to dismiss, which the parties would have to brief before the Court. Additionally, the damages methodologies, for example, while sound in Plaintiffs' view, remain generally untested in a disputed class certification setting and unproven in front of a jury. And Defendant indicated that it would continue to assert numerous defenses on the merits.

28. As in any data privacy case, establishing causation on a class-wide basis is uncertain, and Plaintiffs' Counsel believe that Defendant would oppose class certification vigorously, and that Defendant would prepare a competent defense at trial. All of which could lead to a result, years down the road, in which Plaintiffs and the putative class recover nothing at all.

29. Further, looking beyond trial, Plaintiffs' Counsel are also aware that Defendant could appeal the merits of any adverse decision and request a stay, including any class certification under Rule 23(f).

30. In view of the contested issues involved, the risks, uncertainty, and costs of further prosecution of the litigation, the parties agreed to mediate under the guidance of Bruce Friedman who facilitated rigorous negotiations over the course of the mediation session.

31. The negotiations were hard-fought throughout and the settlement process was conducted at arm's length and, while conducted in a highly professional and respectful manner, was adversarial.

32. Given the risks (not to mention the time factor involved), the ultimate resolution, a \$578,680.00 non-reversionary Settlement Fund, is an excellent result for Settlement Class Members.

33. Throughout this litigation, Plaintiffs' Counsel has kept in close contact with Plaintiffs through numerous emails and telephone calls. Plaintiffs actively

assisted Plaintiffs' Counsel with their investigation. Plaintiffs sat through multiple interviews and provided supporting documentation and personal information throughout the process. In sum, Plaintiffs' personal involvement in this case has been vital in litigating this matter.

34. As noted, Plaintiffs' Counsel have devoted substantial resources to the prosecution of this action by investigating Plaintiffs' claims and that of the Settlement Class including analyzing Workit's website, source code, and privacy policies; analyzing the scope and number of persons impacted by Defendant's alleged use of tracking technologies; participating in mediation; and, ultimately, negotiating a settlement that provides meaningful relief for the Settlement Class, despite the substantial litigation risks that were present.

35. Proposed Class Counsel, Almeida Law Group LLC and Coulson P.C., have significant experience in litigating class actions of similar size, scope, and complexity to the instant action, and with data privacy actions in particular.

36. Thus, Plaintiffs and Proposed Class Counsel recommend for the Court's consideration, final approval of the Settlement because it is a fair, reasonable, and adequate settlement that is in the best interests of the Settlement Class.

37. The results of the notice and claims process also provides further indication that the Settlement is fair, reasonable, and adequate. As of January 8, 2025, with the Claims Period ending on December 23, 2024, no exclusions and no

formal objections have been received out of a total of 121,972 individuals who were Settlement Class Members.

38. Settlement Class Members who submitted a claim will receive significant relief. According to a declaration submitted by the Court-approved claims administrator, EisnerAmper, with the Claims Period now closed, 6,672 net claim forms (subtracting duplicate claims and claims from non-class members) have been received. *See* ADMIN Decl., ¶ 17.¹ As such, the claims rate is approximately 5.47%.

39. Moreover, assuming that attorneys' fees, costs and expenses, and incentive awards are approved as requested in Plaintiffs' Motion for Award of Attorneys' Fees, Reimbursement of Costs and Expenses, and Incentive Awards (ECF No. 16), factoring in the costs of notice and settlement administration, and the number of valid claims as of January 8, 2025, the *pro rata* payment is estimated to be \$43.00.

40. In sum, as Proposed Class Counsel, and the collective experience of all Plaintiffs' Counsel in complex class action cases like the present one, we fully support this Settlement.

I declare pursuant to 28 U.S.C. § 1746 and under penalty of perjury that the foregoing is true and correct.

¹ Declaration of Elena MacFarland Regarding the Status of Settlement Notice Program is attached as Exhibit B to the Unopposed Motion for Final Approval.

Executed this 9th day of January, 2025, in Chicago, Illinois and Detroit, Michigan.

/s/ David S. Almeida
David S. Almeida

/s/ Nicholas A. Coulson
Nicholas A. Coulson

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE

This Settlement and Release Agreement (“Agreement” or “Settlement Agreement”) is entered into by, between and among Plaintiffs Jane Doe 1 and Jane Doe 2 (“Plaintiffs”), individually and on behalf of the Settlement Class, and Workit Health, Inc. (“Defendant” or “Workit”) in the case of *Doe v. Workit Health, Inc.*, Case No. 2:23-cv-11691-LVP-DRG, currently pending in the Eastern District of Michigan (the “Litigation”). Defendant and Plaintiffs are each referred to as a “Party” and are collectively referred to herein as “the Parties.”

I. Recitals

1. Workit is a telehealth provider for addiction and mental health treatment. Workit owns and maintains a website at www.workithealth.com, and a web-based app webform at <https://app.workithealth.com> (collectively, “Website”), as well as mobile applications (“Applications”).

2. On July 14, 2023, Plaintiffs commenced the Litigation by filing a putative class action complaint (the “Class Action Complaint”) alleging, on behalf of themselves and the Settlement Class (defined below), that Workit’s implementation and use of certain third-party website technologies (“Third-Party Technologies”), including the Meta Pixel and Google Analytics, may have led to the disclosure of certain personal or health-related information to third-party vendors (the “Third-Party Disclosure”). Plaintiffs claim that Defendant’s implementation and usage of such Third-Party Technologies on the Website and Applications resulted in the unlawful disclosure of Plaintiffs’ and Settlement Class Members’ confidential health information without consent. Plaintiffs asserted statutory and common law claims based on their factual allegations.

3. Defendant denies all claims asserted in the Litigation, denies all allegations of wrongdoing and liability and denies all material allegations of the Class Action Complaint filed in the Litigation.

4. Class Counsel have investigated the facts relating to the claims and defenses alleged and the underlying events in the Litigation, have made a thorough study of the legal principles applicable to the claims and defenses asserted in the Litigation, and have conducted a thorough assessment of the strengths and weaknesses of the Parties' respective positions.

5. On March 21, 2024, Counsel for the Parties engaged in a full day, in-person mediation before skilled mediator Bruce Freidman (JAMS) in Orange County, California, concerning a possible settlement of the claims asserted in the Litigation. This mediation resulted in a settlement in principle, the terms of which are reflected in this Settlement Agreement.

6. The Parties desire to settle the Litigation and all claims arising out of or related to the allegations or subject matter of the Litigation, the alleged Third-Party Disclosures, and Workit's alleged use of Third-Party Technologies on its Website and/or web and mobile based Applications on the terms and conditions set forth herein for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing to litigate the Litigation.

7. Plaintiffs and Class Counsel, on behalf of the Settlement Class, have concluded, based upon their investigation, and taking into account the contested issues involved, the expense and time necessary to prosecute the Litigation through trial, the risks and costs associated with further prosecution of the Litigation, the uncertainties of complex litigation, the desired outcome from continued litigation, and the substantial benefits to be received pursuant to this Settlement Agreement, that a settlement with Defendant on the terms set forth herein is fair and reasonable

and in the best interest of Plaintiffs and the Settlement Class. Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Settlement Class.

8. The Settlement Agreement allocates and distributes the Settlement Fund as follows:
 - a. the Settlement Administrator's Notice and Settlement Administration Costs;
 - b. any Court-approved Settlement Class Representative Service Awards and
 - c. any Court-approved Class Counsel's Attorneys' Fees and Expenses Award
 - i. (the Settlement Fund less the allocations referenced in items a-c above is referred to herein as the "Net Settlement Fund.")
 - d. direct *pro rata* payments to each and every Settlement Class Member who timely submits a valid claim.

9. The Parties agree and understand that neither this Settlement Agreement, nor the settlement it represents, shall be construed as an admission by Defendant of any wrongdoing whatsoever, including an admission of a violation of any statute or law or of liability on the claims or allegations in the Litigation or any other similar claims in other proceedings, or that any such claims would be suitable for class treatment.

10. The Parties, by and through their respective duly authorized counsel of record, and intending to be legally bound hereby, agree that the Litigation, and all matters and claims in the Complaint, and all matters and claims arising out of or related to the allegations or subject matter of the Litigation, shall be settled, compromised, and dismissed, on the merits and with prejudice, upon the following terms and conditions.

II. Definitions

11. As used herein and in the related documents attached hereto as exhibits, the following terms have the meaning specified below:

- a. “Agreement” or “Settlement Agreement” means this settlement agreement, including all exhibits, which the Parties understand and agree sets forth all material terms and conditions of the Settlement of the Litigation between them and which is subject to preliminary and final approval by the Court.
- b. “Attorneys’ Fees and Expenses Award” means the amount awarded by the Court, if any, to be paid to Class Counsel from the Settlement Fund, such amount to be in full and complete satisfaction of Class Counsel’s claim or request (and any request made by any other attorneys) for payment of reasonable attorneys’ fees and Litigation Expenses incurred in respect of the Litigation;
- c. “Claim Deadline” means the deadline for filing claims set at a date certain sixty (60) Days from the Notice Date, as defined in Paragraph 45.
- d. “Claim Form” means the form members of the Settlement Class must complete and submit on or before the Claims Deadline to be eligible for the benefits described herein, and substantially in the form of **Exhibit A** to this Settlement Agreement (including a substantially similar digitized form to be designed by the Settlement Administrator). The Claim Form shall require a sworn affirmation under penalty of perjury but shall not require a notarization or any other form of verification.
- e. “Claimants” shall have the meaning given in Paragraph 34.
- f. “Class Counsel” shall mean David S. Almeida of Almeida Law Group LLC located at 849 W. Webster Avenue in Chicago, Illinois 60614, and Nicholas A. Coulson of Liddle Sheets Coulson P.C located at 975 E. Jefferson Avenue in Detroit, Michigan 48207.
- g. “Class Notice” means the notice of this Settlement, which shall include the Short-Form or Email Notice and a Long Form Notice, substantially in the form attached hereto as **Exhibits A and B**, respectively.
- h. “Court” means the United States District Court for the Eastern District of Michigan.
- i. “Day(s)” means calendar days, but does not include the day of the act, event, or default from which the designated period of time begins to run. Further and notwithstanding the above, when computing any period of

time prescribed or allowed by this Settlement Agreement, “Days” includes the last day of the period unless it is a Saturday, a Sunday, or a federal legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal legal holiday.

- j. “Third-Party Disclosure” means the alleged disclosure of personal information of Plaintiffs and members of the Settlement Class to third-party vendors, including Facebook and Google, from persons who used Defendant’s Website or Application to search for medical information, services, or physicians, fill out forms, schedule appointments, sign-up for membership, register for programs or support groups, or pay for medical services between June 1, 2017 and November 23, 2022.
- k. “Defendant’s Counsel” means Tammy Webb and Daniel Rohner of Shook, Hardy & Bacon LLP, located at 555 Mission Street, Suite 2300, San Francisco, CA 94105 and 1660 17th Street, Suite 450, Denver, CO, 80202., respectively, and Debra Geroux and located at 201 W. Big Beaver, Suite 1200, Troy, Michigan 48084.
- l. “Effective Date” means the date defined in Paragraph 86 of this Settlement Agreement.
- m. “Final” with respect to a judgment or order means that all of the following have occurred: (i) the time expires for noticing any appeal; (ii) if there is an appeal or appeals, completion, in a manner that finally affirms and leaves in place the judgment or order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration, rehearing *en banc*, or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) final dismissal of any appeal or the final dismissal of any proceeding on certiorari.
- n. “Final Approval Hearing” means the hearing to determine whether the Settlement should be given final approval and whether the applications for Class Service Awards and Class Counsel for attorneys’ fees, costs and expenses should be approved.
- o. “Final Approval Order” means the order of the Court finally approving this Settlement.
- p. “Final Judgment” means the dismissal with prejudice in the Litigation, entered in connection with the Settlement and Final Approval Order.

- q. “Litigation” means the lawsuit entitled *Doe v. Workit Health, Inc.*, Case No. 2:23-cv-11691-LVP.DRG pending in the United States District Court for the Eastern District of Michigan filed on July 14, 2023.
- r. “Litigation Costs” means costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, mediating, settling the Litigation, and obtaining an order of final judgment.
- s. “Long-Form Notice” means the written notice substantially in the form of **Exhibit B** to this Settlement Agreement.
- t. “Notice and Claims Administration Costs” means all approved reasonable costs incurred or charged by the Settlement Administrator in connection with providing notice to members of the Settlement Class and administering the Settlement. This does not include any separate costs incurred directly by Defendant or any of Defendant’s attorneys, agents, or representatives in this Litigation.
- u. “Net Settlement Fund” means the amount of funds that remain in the Settlement Fund after funds are paid from or allocated for payment from the Settlement Fund for the following: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards approved by the Court, and (iv) any Attorneys’ Fees, Costs, and Expenses approved by the Court.
- v. “Notice Program” means the notice program described in Section VII.
- w. “Objection Deadline” shall have the meaning set forth in Paragraph 56 or as otherwise ordered by the Court.
- x. “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 before the end of the Opt-Out Period, and (iii) as to which there is not a successful challenge to the Request for Exclusion.
- y. “Opt-Out Date” means the date by which Settlement Class Members must mail their Request for Exclusion in order to be excluded from the Settlement Class. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date shall be sixty (60) Days after the Notice Date.
- z. “Parties” means Plaintiffs collectively and Defendant, and a “Party” means one of the Plaintiffs or the Defendant.

- aa. “Plaintiffs’ Released Claims” means all claims and other matters released in and by Section XV of this Settlement Agreement.
- bb. “Email Notice” or “Short-Form Notice” means the written notice to be sent to Settlement Class Members pursuant to the Preliminary Approval Order substantially in the form as the Short-Form Notice attached as **Exhibit C** to this Settlement Agreement.
- cc. “Preliminary Approval Date” means the date the Preliminary Approval Order has been executed and entered by the Court.
- dd. “Preliminary Approval Order” means the order certifying the proposed Class for settlement purposes, preliminarily approving this Settlement Agreement, approving the Notice Program, and setting a date for the Final Approval Hearing, entered in a format the same as or substantially similar to that of the Proposed Preliminary Approval Order attached hereto as **Exhibit D**.
- ee. “Related Entities” means Defendant’s past or present parents, subsidiaries, divisions, and related or affiliated entities whether direct or indirect, as well as each of Defendant’s and these entities’ respective predecessors, successors, members, directors, officers, employees, principals, agents, attorneys, providers, customers, insurers, and reinsurers, and includes, without limitation, any person related to any such entity who is, was, or could have been named as a defendant in this Litigation.
- ff. “Released Class Claims” means all class claims and other matters released in and by Section XV of this Settlement Agreement.
- gg. “Released Persons” means Defendant and the Related Entities, and each of their present and former parents, subsidiaries, divisions, departments, affiliates, predecessors, successors, assigns, insurers, and each of the foregoing’s former or present directors, trustees, officers, employees, representatives, agents, providers, consultants, advisors, attorneys, accountants, partners, vendors, customers, insurers, reinsurers, and subrogees.
- hh. “Releasing Persons” means Plaintiffs and the Settlement Class Members and each of their heirs, estates, trustees, principals, beneficiaries, guardians, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, and assigns and/or anyone claiming through them or acting or purporting to act for them or on their behalf.
- ii. “Settlement” means the settlement reflected by this Settlement Agreement.

- jj. “Settlement Administrator” means the class action settlement administrator retained to carry out the notice plan and administer the claims and settlement fund distribution process. After reviewing bids, the Parties, subject to Court approval, have agreed to use EisnerAmper LLP as Settlement Administrator in this matter.
- kk. “Settlement Agreement” means this Settlement Agreement, including releases and all exhibits hereto.
- ll. “Settlement Class” means all persons in the United States who used Defendant’s Website or Application (both web-based and mobile) to search for medical information, services or physicians, fill out forms, schedule appointments, sign-up for membership, register for programs or support groups, or pay for medical services between June 1, 2017 and November 23, 2022.
 - i. Excluded from the Settlement Class are: (i) Defendant, any entity in which Defendant has a controlling interest, and Defendant’s affiliates, parents, subsidiaries, officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly excludes themselves from the Settlement.
- mm. “Settlement Class Member[s]” means all persons who are members of the Settlement Class.
- nn. “Settlement Fund” means the non-reversionary sum of Five Hundred Seventy-Eight Thousand Six Hundred and Eighty dollars and no cents (\$578,680), to be paid by or on behalf of Defendant as specified in this Agreement, including any interest accrued thereon after payment.
- oo. “Settlement Website” means a dedicated website created and maintained by the Settlement Administrator, which will contain relevant documents and information about the Settlement, including this Settlement Agreement, the Email Notice, the Long-Form Notice, and the Claim Form, among other things as agreed upon by the Parties and approved by the Court as required.

III. CERTIFICATION OF THE SETTLEMENT CLASS

12. For settlement purposes only, Plaintiffs will request that the Court certify the Settlement Class. And Defendant does not oppose Plaintiffs’ request for certification.

13. If this Settlement Agreement is validly terminated or otherwise not approved by the Court, or if the Effective Date should not occur for any reason, then Plaintiffs' request for certification of the Settlement Class shall be considered withdrawn and deemed to be of no force or effect for any purpose in this Litigation and/or any other proceeding.

IV. THE SETTLEMENT FUND

14. Defendant agrees to make a payment of Five Hundred Seventy-Eight Thousand Six Hundred and Eighty dollars and no cents (\$578,680.00), and to deposit that payment into the Settlement Fund within thirty (30) Days after the Effective Date. For the avoidance of doubt, and for purposes of this Settlement Agreement only, Defendant's liability shall not exceed Five Hundred Seventy-Eight Thousand Six Hundred and Eighty dollars and no cents (\$578,680.00), inclusive of attorneys' fees, costs, and expenses. The timing set forth in this provision is contingent upon the receipt of a W-9 from the Settlement Administrator for the Settlement Fund before the Effective Date. If Defendant does not receive this information before the Effective Date, the payments specified by this paragraph shall be made within thirty (30) Days after Defendant receives this information.

15. The Settlement Fund shall be deposited in an appropriate trust account established by the Settlement Administrator but shall remain subject to the jurisdiction of the Court until such time as the entirety of the Settlement Fund is distributed pursuant to this Agreement or returned to those who paid the Settlement Fund in the event this Agreement is voided, terminated, or cancelled.

16. In the event this Agreement is voided, terminated, or cancelled due to lack of approval from the Court or any other reason: (i) the Class Representatives and Class Counsel shall have no obligation to repay any of the Notice and Claims Administration Costs that have been paid or incurred in accordance with the terms and conditions of this Agreement; (ii) any amounts

remaining in the Settlement Fund after payment of Notice and Claims Administration Costs paid or incurred in accordance with the terms and conditions of this Agreement, including all interest earned on the Settlement Fund net of any taxes, shall be returned to Defendant; and (iii) no other person or entity shall have any further claim whatsoever to such amounts.

17. This Settlement is non-reversionary. As of the Effective Date, all rights of Defendant in or to the Settlement Fund shall be extinguished, except in the event this Settlement Agreement is voided, cancelled, or terminated, as described in Section XIV of this Agreement. In the event the Effective Date occurs, no portion of the Settlement Fund shall be returned to Defendant.

18. As further described in this Agreement, the Settlement Fund shall be used by the Settlement Administrator to pay for: (i) reasonable Notice and Claims Administration Costs incurred pursuant to this Settlement Agreement as approved by the Parties and approved by the Court, (ii) any taxes owed by the Settlement Fund, (iii) any Service Awards approved by the Court, (iv) any Attorneys' Fees, Costs, and Expenses Award as approved by the Court, and (v) any benefits to Settlement Class Members, pursuant to the terms and conditions of this Agreement.

19. The Settlement Fund shall be an account established and administered by the Settlement Administrator, at a financial institution recommended by the Settlement Administrator and approved by Class Counsel and Defendant, and shall be maintained as a qualified settlement fund pursuant to Treasury Regulation § 1.468 B-1, *et seq.*

20. No amounts may be withdrawn from the Settlement Fund unless (i) expressly authorized by the Settlement Agreement, or as may be (ii) approved by the Court. The Parties, by agreement, may authorize the periodic payment of actual reasonable Notice and Claims Administration Costs from the Settlement Fund as such expenses are invoiced without further

order of the Court. The Settlement Administrator shall provide Class Counsel and Defendant with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Fund before the Effective Date at least seven (7) business days prior to making such withdrawal or payment.

21. The Settlement Administrator, subject to such supervision and direction of the Court and Class Counsel as may be necessary or as circumstances may require, shall administer and oversee distribution of the Settlement Fund to Claimants pursuant to this Agreement.

22. The Parties agree that the Settlement Fund is intended to be maintained as a qualified settlement fund within the meaning of Treasury Regulation § 1.468 B-1, and that the Settlement Administrator, within the meaning of Treasury Regulation § 1.468 B-2(k)(3), shall be responsible for filing tax returns and any other tax reporting for or in respect of the Settlement Fund and paying from the Settlement Fund any taxes owed by the Settlement Fund. The Parties agree that the Settlement Fund shall be treated as a qualified settlement fund from the earliest date possible and agree to any relation-back election required to treat the Settlement Fund as a qualified settlement fund from the earliest date possible. Any and all funds held in the Settlement Fund shall be held in an interest-bearing account insured by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution determined by the Settlement Administrator and approved by the Parties. Funds may be placed in a non-interest-bearing account as may be reasonably necessary during the check clearing process. The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

23. All taxes owed by the Settlement Fund shall be paid out of the Settlement Fund, shall be considered a Notice and Claims Administration Cost, and shall be timely paid by the

Settlement Administrator without prior order of the Court. Further, the Settlement Fund shall indemnify and hold harmless the Parties and their counsel for taxes (including, without limitation, taxes payable by reason of any such indemnification payments). The Parties and their respective counsel have made no representation or warranty with respect to the tax treatment by any Class Representative or any Settlement Class Member of any payment or transfer made pursuant to this Agreement or derived from or made pursuant to the Settlement Fund. Each Class Representative and Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, or it of the receipt of funds from the Settlement Fund pursuant to this Agreement.

24. Limitation of Liability

- a. Defendant and its counsel shall not have any responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of Class Counsel, the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration, calculation or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns. Defendant also shall have no obligation to communicate with Settlement Class Members and others regarding amounts paid under the Settlement.
- b. The Class Representatives and Class Counsel shall not have any liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the formulation, design, or terms of the disbursement of the Settlement Fund; (iv) the determination, administration calculation of payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of the Settlement Fund or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

V. BENEFITS TO SETTLEMENT CLASS MEMBERS

25. Settlement Class Members must submit a valid Claim Form in order to receive a settlement benefit. Claims will be subject to review for completeness, validity, and timeliness by the Settlement Administrator. For any claims deemed invalid, the Settlement Administrator will provide claimants an opportunity to cure in the manner set forth below. All Settlement Class members who submit a valid claim form will receive a *pro rata* share of the Net Settlement Fund, which will be paid in accordance with Section VI below.

VI. SETTLEMENT ADMINISTRATION

26. All agreed upon and reasonable Notice and Settlement Administration Costs will be paid from the Settlement Fund.

27. The Parties agree to solicit and did solicit competitive bids for settlement administration, including Notice and Claims Administration Costs, to rely upon Email Notice, and to utilize other appropriate forms of notice where practicable, in order to contain the administration costs while still providing effective notice to the Settlement Class Members. The approved Settlement Administrator shall agree to execute a HIPAA compliant business associate agreement or other comparable agreement acceptable to Defendant ensuring the protection of any personally identifiable information supplied by Defendant pursuant to the terms of this Agreement.

28. The Settlement Administrator will provide written notice via email, to the extent such addresses are kept by Defendant (“Email Notice”). Email Notice shall be sent to each Settlement Class member for whom Defendant has such information on two occasions and on dates suggested by the Settlement Administrator and shall include a hyperlink to the Claim Form on the Settlement Website. The Claim Form on the website shall be prepopulated. Settlement Class Members shall have sixty (60) Days from the Notice Date to object to the Settlement Agreement.

29. The Settlement Administrator shall also provide notice via publication to the extent such notice is deemed appropriate by the Settlement Administrator in consultation with the Parties in order to provide the best notice practicable under the circumstances.

30. The Settlement Administrator will administer the notice process in accordance with the terms of the Settlement Agreement and any orders of the Court. The Settlement Administrator may request the assistance of the Parties to facilitate providing notice and to accomplish such other purposes as may be approved by both Class Counsel and Defendant's Counsel. The Parties shall reasonably cooperate with such requests.

31. The Settlement Administrator will administer the claims process in accordance with the terms of the Settlement Agreement and any additional processes agreed to by both Class Counsel and Defendant's Counsel, subject to the Court's supervision and direction as circumstances may require.

32. To make a claim, a Settlement Class Member must complete and submit a valid, timely, and sworn Claim Form. A Claim Form shall be submitted online at the Settlement Website or by U.S. mail and must be postmarked no later than the Claim Deadline.

33. The Settlement Administrator will review and evaluate each Claim Form, including any required documentation submitted, for validity, timeliness, and completeness.

34. If, in the determination of the Settlement Administrator, the Settlement Class Member submits a timely but incomplete or inadequately supported Claim Form, the Settlement Administrator shall give the Settlement Class Member notice of the deficiencies, and the Settlement Class Member shall have twenty-one (21) Days from the date of the written notice to cure the deficiencies. The Settlement Administrator will provide notice of deficiencies concurrently to Defendant's Counsel and Class Counsel. If the defect is not cured within the 21-

Day period, then the Claim will be deemed invalid. All Settlement Class Members who submit a valid and timely Claim Form, including a Claim Form deemed defective but timely cured, shall be considered “Claimants.”

35. The Settlement Administrator will maintain records of all Claim Forms submitted until three hundred and sixty (360) Days after entry of the Final Judgment. Claim Forms and supporting documentation may be provided to the Court upon request and to Defendant, Class Counsel, and Defendant’s Counsel to the extent necessary to resolve claims determination issues pursuant to this Settlement Agreement. Class Counsel or the Settlement Administrator will provide other reports or information that the Court may request or that the Court or Defendant’s Counsel may reasonably require.

36. Subject to the terms and conditions of this Settlement Agreement, thirty (30) Days after the Effective Date, the Settlement Administrator shall mail or otherwise provide a payment via check (“Claim Check”) or digital payment selected in consultation with the Settlement Administrator (collectively, “Claim Payment”) to each Claimant for their pro rata share of the Settlement Fund, in accordance with the following distribution procedures:

- a. The Settlement Administrator shall utilize the Net Settlement Fund to make all Cash Compensation payments as described in Paragraph 38.
- b. The amount of each Cash Compensation payment shall be calculated by dividing the Net Settlement Fund by the number of valid Claimants.

37. Each Claim Check shall be mailed to the address provided by the Claimant on his or her Claim Form. All Claim Checks issued under this section shall be void if not negotiated within ninety (90) calendar days of their date of issue and shall contain a legend to that effect.

Claim Checks issued pursuant to this section that are not negotiated within ninety (90) calendar days of their date of issue shall not be reissued.

38. To the extent any monies remain in the Net Settlement Fund more than one hundred twenty (120) Days after the distribution of Claim Payments to the Claimants, a subsequent payment will be evenly made to all Claimants who cashed or deposited their initial Claim Payments they received, provided that the average payment amount is equal to or greater than Three Dollars and No Cents (\$3.00). The distribution of this remaining Net Settlement Fund shall continue until the average payment amount in a distribution is less than Three Dollars and No Cents (\$3.00), whereupon the amount remaining in the Net Settlement Fund, if any, shall be distributed to one or more appropriate recipients by mutual agreement of the Parties and the Court (but shall, in no event, revert to Defendant).

39. For any Claim 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 find a valid address and resend the Claim Check within thirty (30) Days after the check is returned to the Settlement Administrator as undeliverable. The Settlement Administrator shall only make one attempt to resend a Claim Check.

40. No portion of the Net Settlement Fund shall revert or be repaid to Defendant after the Effective Date. Any residual funds remaining in the Net Settlement Fund, after all payments and distributions are made pursuant to the terms and conditions of this Agreement shall be distributed according to the provisions outlined in Paragraph 38.

VII. NOTICE TO SETTLEMENT CLASS MEMBERS

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

42. Direct Notice shall be provided to Settlement Class Members via email to the extent such addresses are possessed by Defendant and shall consist of the Short Form Notice substantially in the form of Exhibit C. The Settlement Administrator shall have discretion to format this Short Form Notice for email in a reasonable manner to minimize administrative costs. The Notice shall be sent via email to each Settlement Class member for whom Defendant has such information on two occasions and on dates suggested by the Settlement Administrator and shall include a hyperlink to the Claim Form on the Settlement Website. The Claim Form on the website shall be prepopulated.

43. Additional Notice may be provided via publication pursuant to Paragraph 29, to the extent such notice is deemed appropriate by the Settlement Administrator in consultation with the Parties in order to provide the best notice practicable under the circumstances.

44. Within fifteen (15) Days of the entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the names and/or usernames and last email addresses known to Defendant for the Settlement Class Members (the "Class List").

45. Within forty-five (45) Days following entry of the Preliminary Approval Order ("Notice Date"), the Settlement Administrator shall email the Email Notice (the first of two emails) to all Settlement Class Members. The Settlement Administrator shall mail a Claim Form to Settlement Class Members upon written or telephonic request.

46. The Email Notice shall be sent to each Settlement Class member for whom Defendant has such information on two occasions and on dates suggested by the Settlement Administrator and shall include a hyperlink to the Claim Form on the Settlement Website. Other than as set forth above, neither the Parties nor the Settlement Administrator shall have any other obligation to re-email Notices.

47. The emailed notice will consist of the Email Notice substantially in the form of **Exhibit C**. The Settlement Administrator shall have discretion to format this Email Notice in a reasonable manner. Before the emailing of the Email Notice is commenced, Class Counsel and Defendant's Counsel shall first be provided with a proof copy (including 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 the Court's order(s).

48. No later than forty-five (45) Days following entry of the Preliminary Approval Order, the Settlement Administrator shall effectuate any publication notice made pursuant to paragraph 29, to the extent that this notice is deemed to be necessary by the Parties.

49. No later than forty-five (45) Days following entry of the Preliminary Approval Order, and prior to the emailing of the Email Notice to all Settlement Class Members, the Settlement Administrator will create a dedicated Settlement Website. The Settlement Administrator shall cause the Class Action Complaint, Email Notice, Long-Form Notice, Claim Form, this Settlement Agreement, and other relevant settlement and court documents to be available on the Settlement Website. Any other content proposed to be included or displayed on the Settlement Website shall be approved in advance by counsel for the Parties, which approval shall not be unreasonably withheld, by Class Counsel and Defendant's Counsel. The Settlement Website address and the fact that a more detailed Long-Form Notice and a Claim Form are available through the website shall be included in the Email Notice.

50. Claimants shall be able to submit their claims via the Settlement Website.

51. The Settlement Website shall be maintained from the Notice Date until sixty (60) Days after the Claims Deadline has passed.

52. Claim Forms shall be returned or submitted to the Settlement Administrator online or via U.S. mail, postmarked or received by the Claims Deadline set by the Court, or be forever barred unless such claim is otherwise approved by the Court at the Final Approval Hearing, for good cause shown as demonstrated by the applicable Settlement Class Member.

53. Prior to the Final Approval Hearing, the Settlement Administrator shall provide to Class Counsel to file with the Court, an appropriate affidavit or declaration from the Settlement Administrator concerning compliance with the Court-approved Notice Program.

VIII. OBJECTIONS TO THE SETTLEMENT

54. Any Settlement Class Member who wishes to object to the proposed Settlement Agreement must file with the Court and serve a written objection(s) to the Settlement (“Objection(s)”) on Class Counsel and Defendant’s Counsel, at the addresses set forth in the Long-Form Notice.

55. Each Objection must (i) set forth the Settlement Class Member’s full name, current address, telephone number, and email address; (ii) contain the Settlement Class Member’s signature; (iii) contain proof that the Settlement Class Member is a member of the Settlement Class (e.g., copy of settlement notice, proof of Workit membership during relevant time period, or other proof of use of Workit’s Website web or mobile based Applications during the relevant time period); (iv) state that the Settlement Class Member objects to the Settlement, in whole or in part; (v) set forth a statement of the legal and factual basis for the Objection; (vi) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (vii) identify all counsel representing the Settlement Class Member, if any; (viii) contain the signature of the Settlement Class Member’s duly authorized attorney or other duly authorized representative, along with documentation setting forth such representation; and (ix) contain a list, including case

name, court, and docket number, of all other cases in which the objector and/or the objector's counsel has filed an objection to any proposed class action settlement in the past three (3) years.

56. Objections must be filed with the Court and served on Class Counsel and Defendant's Counsel no later than sixty (60) Days after the Notice Date (the "Objection Deadline"). The Objection Deadline shall be included in the Short-Form and Long-Form Notices.

57. Class Counsel and Defendant's Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing.

58. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the Objection Deadline.

- a. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing through counsel, he or she must also identify the attorney(s) representing the objecting Settlement Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, e-mail address, state bar(s) to which counsel is admitted, as well as associated state bar numbers.
- b. Any Settlement Class Member who fails to timely file and serve an Objection and notice, if applicable, of his or her intent to appear at the Final Approval Hearing in person or through counsel pursuant to this Settlement Agreement, as detailed in the Long-Form Notice, and otherwise as ordered by the Court, shall not be permitted to object to the approval of the

Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Settlement Agreement by appeal or other means.

59. Any Settlement Class Member who does not submit a timely Objection in complete accordance with this Settlement Agreement and the Long-Form Notice, or as otherwise ordered by the Court, shall not be treated as having filed a valid Objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

IX. OPT-OUT PROCEDURES

60. Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. Settlement Class Members may also mail or submit the exclusion form attached hereto as **Exhibit C** via the Settlement Website. The written notice must clearly manifest a Person's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than the Opt-Out Date.

61. All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in paragraph 60 above, referred to herein as "Opt-Outs," shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in paragraph 60 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon.

X. ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

62. Class Counsel shall request the Court to approve an award of attorneys' fees not to exceed 1/3 of the Settlement Fund plus reasonable costs and expenses incurred in prosecuting the

litigation. Class Counsel's attorneys' fees, costs, and expenses awarded by the Court shall be paid no later than thirty (30) Days after the Effective Date. For the avoidance of doubt, the Court approved amount of any attorneys' fees, costs, and expenses shall be paid from the Settlement Fund. Defendant shall take no position with regard to Class Counsel's application for the Attorneys' Fees and Expenses Award if the application complies with the provisions of this section. The Parties did not discuss or agree upon any provision relating to attorneys' fees until after they agreed on all material terms of relief to the Settlement Class.

63. Class Counsel shall request the Court to approve a service award of two thousand five hundred dollars (\$2,500) for each of the named Plaintiffs, which is intended to recognize Plaintiffs for their efforts in the litigation and commitment on behalf of the Settlement Class ("Service Award"). If approved by the Court, this Service Award will be paid no later than thirty (30) Days after the Effective Date. For the avoidance of doubt, the Court approved amount for any Service Awards shall be paid from the Net Settlement Fund. The Parties did not discuss or agree upon payment of service awards until after they agreed on all material terms of relief to the Settlement Class.

64. Class Counsel will file applications with the Court for the requested Service Awards and attorneys' fees, costs, and expenses no later than fourteen (14) Days prior to the Objection Deadline.

65. The Parties agree that the Court's approval or denial of any request for the Service Awards or attorneys' fees are not conditions to this Settlement Agreement and are to be considered by the Court separately from final approval, reasonableness, and adequacy of the Settlement. If the Court declines to approve, in whole or in part, any request for Service Awards or for an Attorneys' Fees and Expenses Award, all remaining provisions in this Agreement shall remain in full force

and effect. No decision by the Court, or modification or reversal or appeal of any decision by the Court, concerning the payment of Services Awards or an Attorneys' Fees and Expenses Award, or the amounts thereof, shall be grounds to terminate or cancel this Settlement Agreement.

XI. NOTICES

66. All notices to the Parties required by the Settlement Agreement shall be made in writing and communicated by mail to the following addresses:

All notices to Class Counsel or Plaintiffs shall be sent to:

David S. Almeida
Almeida Law Group LLC
849 W. Webster Avenue
Chicago, Illinois 60614
Tel: 312.576.3024

Nicholas A. Coulson
Liddle Sheets Coulson P.C
975 E. Jefferson Avenue
Detroit, Michigan 48207
Tel: (313) 392-0015

All notices to Defendant's Counsel or Defendant shall be sent to:

Daniel Rohner
Shook, Hardy & Bacon LLP
1660 17th Street, Suite 450
Denver, Colorado, 80202
Tel: (303) 285-5300
drohner@shb.com

Tammy Webb
Shook, Hardy & Bacon LLP
555 Mission Street, Suite 2300
San Francisco, CA 94105
Tel: (415) 544-1900
tbwebb@shb.com

67. Other than attorney-client communications or communications otherwise protected from disclosure pursuant to law or rule, the Parties shall promptly provide to each other copies of

comments, Objections, or other documents or filings received from a Settlement Class Member as a result of the Notice Program.

XII. SETTLEMENT APPROVAL PROCESS.

68. After execution of this Settlement Agreement, the Parties shall promptly move the Court to enter the Preliminary Approval Order, which:

- a. Preliminarily approves this Settlement Agreement;
- b. Provisionally certifies the Settlement Class;
- c. Finds the proposed Settlement is sufficiently fair, reasonable, adequate, and in the best interests of the Settlement Class;
- d. Finds the Notice Program constitutes valid, due, and sufficient notice to the Settlement Class Members, constitutes the best notice practicable under the circumstances, complying fully with the requirements of the laws of Michigan, the Constitution of the United States, and any other applicable law, and that no further notice to the Settlement Class is required beyond that provided through the Notice Program;
- e. Appoints the Settlement Administrator;
- f. Directs the Settlement Administrator to provide notice to Settlement Class Members in accordance with the Notice Program provided for in this Settlement Agreement;
- g. Approves the Claim Form and directs the Settlement Administrator to administer the Settlement in accordance with the provisions of this Settlement Agreement;

- h. Approves the Objection procedures as outlined in this Settlement Agreement;
- i. Schedules a Final Approval Hearing to consider the final approval, reasonableness, and adequacy of the proposed Settlement and whether it should be finally approved by the Court; and,
- j. Contains any additional provisions agreeable to the Parties that might be necessary or advisable to implement the terms of this Settlement Agreement.

XIII. FINAL APPROVAL HEARING

67. The Parties will recommend that the Final Approval Hearing shall be scheduled no earlier than one hundred thirty (130) Days after the entry of the Preliminary Approval Order.

68. The Parties may file a response to any objections and a Motion for Final Approval no later than twenty-eight (28) Days before the Final Approval Hearing.

69. Any Settlement Class Member who wishes to appear at the Final Approval Hearing, whether *pro se* or through counsel, must, by the Objection Deadline, either mail or hand-deliver to the Court or file a notice of appearance in the Litigation, take all other actions or make any additional submissions as may be required in the Long-Form Notice, this Settlement Agreement, or as otherwise ordered by the Court, and mail that notice and any other such pleadings to Class Counsel and Defendant's Counsel as provided in the Long-Form Notice.

70. The Parties shall ask the Court to enter a Final Approval Order and Judgment which includes the following provisions:

- a. A finding that the Notice Program fully and accurately informed all Settlement Class Members entitled to notice of the material elements of the Settlement,

constitutes the best notice practicable under the circumstances, constitutes valid, due, and sufficient notice, and complies fully with the laws of Michigan, the United States Constitution, and any other applicable law;

- b. A finding that after proper notice to the Settlement Class, and after sufficient opportunity to object, no timely objections to this Settlement Agreement have been made, or a finding that all timely objections have been considered and denied;
- c. Approval of the Settlement, as set forth in the Settlement Agreement, as fair, reasonable, adequate, and in the best interests of the Settlement Class, in all respects, finding that the Settlement is in good faith, and ordering the Parties to perform the Settlement in accordance with the terms of this Settlement Agreement;
- d. A finding that neither the Final Judgment, the Settlement, nor the Settlement Agreement shall constitute an admission of liability by any of the Parties, or any liability or wrongdoing whatsoever by any Party;
- e. Subject to the reservation of jurisdiction for matters discussed in subparagraph (g) below, a dismissal with prejudice of the Litigation;
- f. A finding that Plaintiffs shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Plaintiffs' Released Claims;
- g. A finding that all Settlement Class Members shall, as of the entry of the Final Judgment, conclusively be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from the Released Class Claims; and

- h. A reservation of exclusive and continuing jurisdiction over the Litigation and the Parties for the purposes of, among other things, (i) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, and the Final Judgment; and (ii) supervising the administration and distribution of the relief to the Settlement Class and resolving any disputes that may arise with regard to the foregoing.

71. If and when the Settlement becomes Final, the Litigation shall be dismissed with prejudice, with the Parties to bear their own costs and attorneys' fees, costs, and expenses not otherwise awarded in accordance with this Settlement Agreement.

XIV. TERMINATION OF THIS SETTLEMENT AGREEMENT

72. Each Party shall have the right to terminate this Settlement Agreement if:
- a. The Court denies preliminary approval of this Settlement Agreement (or grants preliminary approval through an order that materially differs in substance to **Exhibit D** hereto);
 - b. The Court denies final approval of this Settlement Agreement;
 - c. The Final Approval Order and Final Judgment do not become final by reason of a higher court reversing final approval by the Court, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein; or
 - d. The Effective Date cannot occur.

73. In addition to the grounds set forth above, Defendant shall have the sole option to withdraw from and terminate this Settlement in its entirety in the event that 10% or more of Settlement Class Members submit timely and valid requests to Opt-Out by the Opt-Out Date.

74. If a Party elects to terminate this Settlement Agreement under this Section XIV, that Party must provide written notice to the other Party's counsel, by hand delivery, mail, or e-mail within ten (10) Days of the occurrence of the condition permitting termination.

75. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of final approval of the Settlement.

76. If this Settlement Agreement is terminated or disapproved, or if the Effective Date should not occur for any reason, then: (i) this Settlement Agreement, the Preliminary Approval Order, the Final Approval Order (if applicable), and all of their provisions shall be rendered null and void; (ii) all Parties shall be deemed to have reverted to their respective status in the Litigation as of the date and time immediately preceding the execution of this Settlement Agreement; (iii) except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; and (iv) no term or draft of this Settlement Agreement nor any part of the Parties' settlement discussions, negotiations, or documentation (including any declaration or brief filed in support of the motion for preliminary approval or motion for final approval), nor any rulings regarding class certification for settlement purposes (including the Preliminary Approval Order and, if applicable, the Final Approval Order and Final Judgment), will have any effect or be admissible into evidence for any purpose in the Litigation or any other proceeding.

77. If the Court does not approve the Settlement or the Effective Date cannot occur for any reason, Defendant shall retain all its rights and defenses in the Litigation. For example, Defendant shall have the right to object to the maintenance of the Litigation as a class action, to move for summary judgment, and to assert defenses at trial, and nothing in this Settlement

Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Litigation may properly be maintained as a class action, or for any other purpose.

XV. RELEASE

78. The Final Approval Order and Final Judgment shall provide that the Litigation is dismissed with prejudice as to the Plaintiffs and all Settlement Class Members.

79. On the Effective Date, Plaintiffs and each and every Settlement Class Member shall be bound by this Settlement Agreement and shall have recourse only to the benefits, rights, and remedies provided hereunder. No other action, demand, suit, arbitration, or other claim or proceeding, regardless of forum, may be pursued against Released Persons with respect to the Plaintiffs' Released Claims or the Released Class Claims.

80. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, Plaintiffs will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past and present claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of or are connected to the Litigation, or that were or could have been asserted in the Litigation, or that relate to, concern or arise out of Defendant's implementation and use of the Third-Party Technologies, including the Meta Pixel and Google Analytics, that may have led to any Third-Party Disclosure. The Plaintiffs' Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral

estoppel, and claim and issue preclusion. The Plaintiffs' Released Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Plaintiffs' Released Claims.

81. On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past and present claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of or are connected to the Litigation, or that were or could have been asserted in the Litigation, or that relate to, concern or arise out of Defendant's implementation and use of the Third-Party Technologies, including Meta Pixel and Google Analytics, that may have led to any Third-Party Disclosure. The Settlement Class Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion. The Released Class Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims.

82. Subject to Court approval, as of the Effective Date, Plaintiffs and all Settlement Class Members shall be bound by this Settlement Agreement and the Settlement Class Release and all of Plaintiffs' Released Claims and the Released Class Claims shall be dismissed with prejudice and released.

83. The Plaintiffs' Released Claims and Released Class Claims include the release of Unknown Claims. "Unknown Claims" means claims that could have been raised in the Litigation and that any of the Plaintiffs and each of their respective heirs, executors, administrators, representatives, agents, partners, trustees, successors, attorneys, and assigns do not know to exist or suspects to exist, which, if known by him, her or it, might affect his, her, or its agreement to release Defendant and all other Released Persons, or might affect his, her, or its decision to agree to, or object or not to object to the Settlement.

84. On entry of the Final Approval Order and Final Judgment, the Plaintiffs and Settlement Class Members shall be enjoined from prosecuting, respectively, the Plaintiffs' Released Claims and the Released Class Claims, in any proceeding in any forum against any of the Released Persons or based on any actions taken by any Released Persons authorized or required by this Settlement Agreement or the Court or an appellate court as part of this Settlement.

85. Without in any way limiting the scope of the Plaintiffs' Release or the Settlement Class Release, the Releases cover, without limitation, any and all claims for attorneys' fees, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Settlement Class Members, or any of them, in connection with or related in any manner to the Litigation, the Settlement, the administration of such Settlement and/or the Plaintiffs' Released Claims or the Released Class Claims as well as any and all claims for the Service Award to Plaintiffs.

86. Nothing in the Releases shall preclude any action to enforce the terms of this Settlement Agreement, including participation in any of the processes detailed herein. Nor shall the Releases be construed to release claims arising out of any injuries alleged to arise from the treatment Plaintiffs and Settlement Class Members received from Defendant.

XVI. EFFECTIVE DATE

87. The “Effective Date” of this Settlement Agreement shall be the first Day after the date when all of the following conditions have occurred:

- a. This Settlement Agreement has been fully executed by all Parties and their counsel;
- b. Orders have been entered by the Court certifying the Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the Notice Program and Claim Form, all as provided above;
- c. The Court-approved Email Notice has been emailed, other notice required by the Notice Program, if any, has been effectuated and the Settlement Website has been duly created and maintained as ordered by the Court;
- d. The Court has entered a Final Approval Order finally approving this Settlement Agreement, as provided above; and
- e. The Final Approval Order and Final Judgment have become Final, as defined in Paragraph 11(m).

XVII. MISCELLANEOUS PROVISIONS

88. The recitals and exhibits to this Settlement Agreement are integral parts of the Settlement and are expressly incorporated and made a part of this Settlement Agreement.

89. This Settlement Agreement is for settlement purposes only. Neither the fact of nor any provision contained in this Settlement Agreement nor any action taken hereunder shall constitute or be construed as an admission of the validity of any claim or any fact alleged in the Complaint or Litigation or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendant or any admission by Defendant of any claim in this Litigation or allegation made in any other proceeding, including regulatory matters, directly or indirectly involving

Workit's implementation or use of Third-Party Technologies or any allegations asserted in the Class Action Complaint and the Litigation. This Settlement Agreement shall not be offered or be admissible in evidence against the Parties or cited or referred to in any action or proceeding between the Parties, except in an action or proceeding brought to enforce its terms. Nothing contained herein is or shall be construed or admissible as an admission by Defendant that Plaintiffs' claims, or any similar claims, are suitable for class treatment.

90. In the event that there are any developments in the effectuation and administration of this Settlement Agreement that are not dealt with by the terms of this Settlement Agreement, then such matters shall be dealt with as agreed upon by the Parties, and failing agreement, as shall be ordered by the Court. The Parties shall execute all documents and use their best efforts to perform all acts necessary and proper to promptly effectuate the terms of this Settlement Agreement and to take all necessary or appropriate actions to obtain judicial approval of this Settlement Agreement to give this Settlement Agreement full force and effect.

91. In the event the aggregate amount of all Cash Compensation payments exceeds the total amount of the Net Settlement Fund, then the value of those payments shall be reduced on a *pro rata* basis, such that the aggregate value of the Cash Compensation payments does not exceed the Net Settlement Fund. All such determinations shall be performed by the Settlement Administrator.

92. No person shall have any claim against Plaintiffs, Class Counsel, Defendant, Defendant's Counsel, the Settlement Administrator, the Released Persons, or any of the foregoing's agents or representatives based on the administration of the Settlement substantially in accordance with the terms of the Settlement Agreement or any order of the Court or appellate court.

93. This Settlement Agreement constitutes the entire Settlement Agreement between and among the Parties with respect to the Settlement of the Litigation. This Settlement Agreement supersedes all prior negotiations and Settlement Agreements and may not be modified or amended except by a writing signed by the Parties and their respective counsel. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement.

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

95. In the event a third party, such as a bankruptcy trustee, former spouse, or other third party has or claims to have a claim against any payment made to a Settlement Class Member, it is the responsibility of the Settlement Class Member to transmit the funds to such third party. Unless otherwise ordered by the Court, the Parties will have no, and do not agree to any, responsibility for such transmittal.

96. This Settlement Agreement shall not be construed more strictly against one Party than another merely because it may have been prepared by counsel for one of the Parties, it being recognized that because of the arm's-length negotiations resulting in this Settlement Agreement, all Parties hereto have contributed substantially and materially to the preparation of the Settlement Agreement. All terms, conditions, and exhibits are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement.

97. This Settlement Agreement shall be construed under and governed by the laws of the State of Michigan without regard to its choice of law provisions.

98. If any press release is to be issued by the Parties, including their respective counsel, concerning the Settlement, the language of such press release must be approved in advance and in writing by the other Party. Otherwise, the Parties, and the Parties' counsel, shall not issue any press releases or make any postings on social media about this Litigation or the Settlement.

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

100. This Settlement Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties, Released Persons, and Settlement Class Members.

101. The headings used in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement. In construing this Settlement Agreement, the use of the singular includes the plural (and vice-versa) and the use of the masculine includes the feminine (and vice-versa).

102. The Parties stipulate to stay all proceedings in the Litigation until the approval of this Settlement Agreement has been finally determined, except the stay of proceedings shall not

prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

103. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

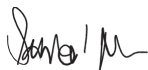
104. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

105. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.

Workit Health, Inc.

By:
Its:



Samantha Nelson (Jane Doe 1)



Sarah Pillow (Jane Doe 2)

prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve judicial approval of this Settlement Agreement.

103. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which shall be deemed a single Settlement Agreement.

104. Each Party to this Settlement Agreement and the signatories thereto warrant that he, she, or it is acting upon his, her or its independent judgment and the advice of his, her, or its counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the warranties and representations expressly made in this Settlement Agreement.

105. Each signatory below warrants that he or she has authority to execute this Settlement Agreement and bind the Party on whose behalf he or she is executing the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have hereby accepted and agreed to the Settlement Agreement.

Workit Health, Inc.




By: *Gilad Kochman*
Its: *CEO*

Samantha Nelson (Jane Doe 1)

Sarah Pillow (Jane Doe 2)

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EXHIBIT 2



The Almeida Law Group LLC is a class action litigation boutique committed to advocating for individuals, families and small businesses who have suffered because of corporate malfeasance. We are accomplished, experienced and credentialed class action practitioners, and we represent our clients in consumer protection, false labeling, unfair and deceptive practices cases as well as data privacy, technology and security matters including, but not limited to, data breaches, pixel tracking and claims under various consumer protection and privacy-related statutes such as the Electronic Communications Privacy Act (“ECPA”), the California Medical Information Act (“CMIA”), the Illinois Biometric Information and Privacy Act (“BIPA”), the Video Privacy Protection Act (“VPPA”) and the Telephone Consumer Protection Act (“TCPA”).

Our attorneys began their training at some of the most esteemed law schools in the country including Columbia, Cornell, Georgetown, Harvard and the University of Chicago. Excelling at each of these rigorous schools, our attorneys received top honors, contributed to prestigious law journals and completed numerous externships. Our attorneys have also completed highly selective public interest fellowships, federal clerkships in the Northern District of Illinois, Eastern District of Pennsylvania and the District of South Carolina as well as internships at the United States Attorney’s Offices in Atlanta and Baltimore.

With those foundations in place, our attorneys gained invaluable experience and honed their litigation skills by working at some of the very best law firms in the world including:

- Benesch, Friedlander, Coplan & Aronoff LLP
- Covington & Burling LLP
- Faegre Drinker Biddle & Reath LLP
- K&L Gates LLP
- Kilpatrick Townsend & Stockton LLP
- Kirkland and Ellis LLP
- Milbank Tweed Hadley & McCloy LLP

- Quinn Emanuel Urquhart & Sullivan LLP
- Sheppard Mullin Richter & Hampton LLP
- Steptoe & Johnson LLP

These decades of experience set us apart from many plaintiffs' firms; we are acutely aware of how companies will respond in our cases because we represented the exact same types of companies for years. Coupled with our educations and training, this insider knowledge equips us to strategically utilize our experience for our clients' benefit.

Our practice is truly national as we represent clients in class action litigation in federal and state courts throughout the country. Our attorneys are licensed to practice in Alabama, Arizona, California, Florida, Georgia, Illinois, New York, South Carolina and Wisconsin. In short, our Firm is composed of a dedicated team of legal professionals with the knowledge, experience and unwavering commitment to obtain the best possible legal results for our clients.

PIXEL TRACKING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *John v. Froedtert Health, Inc.*, 23-CV-1935 (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *In re Advocate Aurora Health Pixel Litigation*, 2:22-cv-01253 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action which settled on a class-wide basis)
- *Guenther v. Rogers Behavioral Health System, Inc.* (Wis. Cir. Ct.) (co-counsel in pixel tracking class action, settled on a class-wide basis)
- *Doe v. ProHealth Care*, 2:23-cv-00296 (E.D. Wis.) (co-counsel in consolidated pixel tracking class action)
- *Vriezen v. Group Health Plan, Inc.*, 23-cv-00267 (D. Minn.) (counsel in consolidated pixel tracking class action, final approval hearing set for June 26, 2025)
- *Randy Mrozinski, et al. vs. Aspirus, Inc.*, 2023CV000170 (Wisc. Cir. Ct., Marathon County) (co-lead counsel in pixel tracking class action)
- *McCulley v. Banner Health*, 2:23-cv-00985 (D. Ariz.) (co-lead counsel in consolidated pixel tracking class action)
- *Heard v. Torrance Memorial Medical Center*, 22-cv-36178 (9th Cir.) (co-lead counsel in consolidated pixel tracking class action)
- *Doe v. Adventist Health Care Network, Inc.*, 22ST-cv-36304 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)
- *Isaac v. Northbay Healthcare Corp.*, FCS059353 (L.A. Sup. Ct.) (co-lead counsel in consolidated pixel tracking class action)

- *Mayer v. Midwest Physicians Administrative Services LLC*, 1:23-cv-03132 (N.D. Ill.) (co-lead counsel in pixel tracking class action)
- *Smith v. Loyola University Medical Center*, 2023-CH-8410 (Cook County Cir. Ct.) (co-lead counsel in pixel tracking class action)
- *Kaplan v. Northwell Health*, 2:23-cv-07205 (E.D. N.Y.) (counsel in pixel tracking class action)
- *Cooper v. Mount Sinai Health System Inc.*, 1:23-cv-09485 (S.D.N.Y.) (counsel in pixel tracking class action)
- *Kane v. University of Rochester Medical Center*, 6:23-cv-06027 (W.D.N.Y.) (counsel in pixel tracking class action, pending preliminary approval)
- *Doe v. Workit Health Inc.*, 2:23-cv-11691 (E.D. Mich.) (counsel in telehealth pixel tracking class action, settled on a class-wide basis, final approval hearing set for February 6, 2025)
- *Strong v. LifeStance Health Group Inc.*, 2:23-cv-00682 (D. Ariz.) (counsel in telehealth pixel tracking class action)
- *Federman v. Cerebral Inc.*, 2:23-cv-01803 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Marden v. LifeMD Inc.*, 1:23-cv-07469 (S.D.N.Y.) (counsel in telehealth pixel tracking class action)
- *R.C. & T.S. v. Walgreens Co.*, 5:23-cv-01933 (C.D. Cal.) (counsel in telehealth pixel tracking class action)
- *Doe v. Wellstar Health System, Inc.*, 1:24-cv-01748 (N.D. Ga.) (co-lead counsel in telehealth pixel tracking class action)
- *Reedy v. Everylywell, Inc.*, 1:24-cv-02713 (N.D. Ill.) (co-lead counsel in telehealth pixel tracking class action, settled on a class-wide basis, final approval hearing set for April 29, 2025)
- *Pattison, et al. v. Teladoc Health, Inc.*, 7:23-cv-11305-NSR (S.D.N.Y.) (co-lead counsel in consolidated pixel tracking class action)
- *Macalpine, et al. v. Onnit, Inc.*, 1:24-cv-00933 (W.D. Tex.) (counsel in pixel class action)
- *Nguyen, et al. v. Abbott Laboratories, Inc.*, 1:24-cv-08289 (N.D. Ill.) (counsel in telehealth pixel tracking class action)
- *R. C., et al. v. Walmart Inc.*, 5:24-cv-02003 (C.D. Ca.) (counsel in telehealth pixel tracking class action)

- *Vriezen v. Infinite Health Collaborative*, 0:24-cv-03743 (D. Minn.) (counsel in telehealth pixel tracking class action)
- *A.D., et al. v. Church & Dwight Co., Inc.*, 2:24-cv-02701 (E.D. Ca.) (counsel in telehealth pixel tracking class action)
- *Fateen v. Corewell Health*, 1:24-cv-01216 (W.D. Mi.) (counsel in telehealth pixel tracking class action)
- *J. R. et al v. Atrium Health, Inc.*, 3:24-cv-00382 (W.D.N.C.) (counsel in telehealth pixel tracking class action)
- *In re CityMD Data Privacy Litigation*, 2:24-cv-06972 (D.N.J.) (Interim Co-Lead Class Counsel in urgent care pixel tracking class action)

DATA BREACH CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *In re Practice Resources, LLC Data Security Breach Litigation*, 6:22-cv-00890 (N.D.N.Y.) (co-lead counsel in consolidated data privacy class action, settled on a class-wide basis, final approval hearing set for February 12, 2025)
- *In re City of Hope Data Security Breach Litigation*, 24STCV09935 (L.A. Sup. Ct.) (counsel in consolidated data breach class action)
- *Marie Catanach v. Bold Quail Holdings, LLC et al.*, 24STCV32029 (Los Angeles Superior Court) (counsel in data breach class action)
- *Tambroni et al v. WellNow Urgent Care, P.C. et al.*, 1:24-cv-01595 (N.D. Ill.) (co-lead counsel in data breach class action)
- *Spann v. Superior Air-Ground Ambulance Service, Inc.*, 1:24-cv-04704 (N.D. Ill.) (co-lead counsel in operative data breach class action, final approval hearing set for March 25, 2025)
- *Hulse v. Acadian Ambulance Services, Inc.*, 6:24-cv-01011 (W.D. La.) (Executive Committee in consolidated data breach class action)
- *Gorder v. FCDG Management LLC d/b/a First Choice Dental*, 2024-CV-002164 (Dane County Circuit Court) (co-lead counsel in data breach class action)
- *In re Rockford Gastroenterology Associates, Ltd Data Breach Litigation*, 2024-CH-0000120 (Winnebago Cir. Ct.) (Interim Co-Lead Class Counsel in data breach class action)

OTHER DATA BREACH CASES IN WHICH OUR FIRM IS INVOLVED

- *Montenegro v. American Neighborhood Mortgage Acceptance Company d/b/a AnnieMac Home Mortgage*, 1:24-cv-10679 (D.N.J.)
- *McHugh v. Enzo Biochem, Inc.*, 2:23-cv-04326 (E.D. N.Y.)
- *Meyers v. Onix Groups LLC*, 2:23-cv-0228 (E.D. Penn.)
- *Kolstedt v. TMX Finance Corporate Services, Inc.*, 4:23-cv-00076 (S.D. Ga.)
- *Rasmussen v. Uintah Basin Healthcare*, 2:23-cv-00322 (C.D. Utah)
- *Douglas v. Purfoods LLC*, 4:23-cv-00332 (S.D. Iowa)
- *Williams v. Southwell Inc. & Tift Regional Health Systems Inc.*, 2023CV0328 (Tift County Superior Court)

VIDEO PRIVACY PROTECTION ACT CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Edwards v. Mubi Inc.*, 5:24-cv-00638 (N.D. Cal.) (co-counsel in VPPA class action)
- *John v. Delta Defense LLC & U.S. Concealed Carry Association Inc.*, 2:23-cv-01253 (E.D. Wisc.) (lead counsel in VPPA class action)
- *Jolly v. FurtherEd, Inc.*, 1:24-cv06401-LJL (S.D.N.Y.) (co-lead counsel in consolidated VPPA class action)
- *Dawn Fitzsimons v. Long Island Plastic Surgical Group, PC*, Index No. 619353/2024 (N.Y. Sup. Ct., Nassau Cty.) (counsel in VPPA class action)
- *Marteney v. ANM Media, LLP, Inc. d/b/a MY-CPE*, 4:24-cv-04511 (S.D. Tex.) (counsel in VPPA class action)
- *Jones v. Becker Professional Development Corporation*, 6:24-cv-06643 (W.D.N.Y.)

FALSE LABELING CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Levy v. Hu Products LLC*, 23-cv-01381 (S.D.N.Y.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *In re Trader Joe's Company*, 3:23-cv-00061 (S.D. Cal.) (co-counsel in false labeling class action alleging defendant did not disclose the presence of lead in chocolate)
- *Haymount Urgent Care PC v. Gofund Advance LLC*, 1:22-cv-01245 (S.D.N.Y.) (co-counsel in lawsuit alleging merchant cash advances were usurious loans)
- *Mandy Cliburn v. One Source Market, LLC, d/b/a HexClad Cookware*, 23-ST-cv-28930 (Cal. Sup. Ct.) (counsel in false labeling class action)

- *Fleetwood Services LLC v. Complete Business Solutions Group Inc.*, 2:18-cv-00268, (E.D. Penn.) (co-counsel in class action alleging merchant cash advances were usurious loans)
- *Obillo v. i-Health Inc. et al.*, 3:24-cv-02459 (N.D. Cal.) (co-lead counsel in false labeling class action)
- *Kyungo et al v. Saks & Company, LLC et al*, 3:24-cv-06934 (N.D. Ca.) (counsel in false advertising class action)

BIOMETRIC CASES IN WHICH OUR FIRM HAS SERVED AS LEAD OR CO-COUNSEL

- *Aragon v. Weil Foot & Ankle Institute LLC*, 2021-CH-01437 (Cook County Cir. Ct.) (co-lead counsel in BIPA class action, settled on a class-wide basis)
- *Bore v. Ohare Towing Systems Inc.*, 2020-CH-02865 (Cook County Cir.) (co-lead counsel in BIPA class action, final approval granted)
- *Daichendt v. CVS Pharmacy Inc.*, 1:22-cv-03318 (N.D. Ill.) (co-counsel in BIPA class action)
- *Vargas v. Cermak Fresh Market Inc.*, 2020-CH-06763 (Cook County Cir. Ct.) (co-counsel in BIPA class action)
- *Karling v. Samsara Inc.*, 1:22-cv-00295 (N.D. Ill.) (co-counsel in BIPA class action)
- *Stegmeyer v. ABM Industries Incorporated, et al.*, 1:24-cv-00394 N.D. Ill.) (co-lead counsel in biometric class action)

OUR TEAM

David S. Almeida is the Founder and Managing Partner of the Almeida Law Group LLC, headquartered in Chicago, Illinois.

Bringing a distinctive and highly seasoned perspective, he specializes in representing consumers in class action lawsuits. Notably, a significant portion of his career has been devoted to serving as a class action defense lawyer, representing hospital systems, medical providers, retail and hospitality companies, and various consumer-facing entities in class action lawsuits related to privacy. Before establishing ALG, David was a Partner at Benesch, Friedlander, Coplan and Aronoff LLP; while there, David founded and chaired the Class Action Practice Group and lead the Firm's Telephone Consumer Protection Act Team and its Retail, Hospitality and Consumer Products Practice Group.

A 1999 graduate of Cornell Law School, David has practiced law at prestigious firms in New York City and Chicago. David is admitted to the bars of New York, Illinois, Arizona and Wisconsin, as well as several federal courts, including the United States District for the Northern District of Illinois.

David's extensive experience spans over 350 class action lawsuits across the country. These cases encompass issues such as data breaches and privacy violations, state consumer fraud and deceptive business practices, false advertising and false labeling, as well as numerous statutory violations including the Telephone Consumer Protection Act, the Fair Credit Reporting Act, the Illinois Biometric Information and Privacy Act ("BIPA"), the Video Privacy Protection Act ("VPPA"), the Electronics Communication Privacy Act, 18 U.S.C. § 2511(1) ("ECPA"), the California Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et seq.* ("CMIA"), the California Invasion of Privacy Act, Cal. Penal Code § 630, *et seq.* ("CIPA"), the California Consumers Legal Remedies Act, Cal. Civ. Code § 1750, *et seq.* ("CLRA"), the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.* ("UCL").

As a recognized authority in the field, David is well-versed in data privacy and security issues, direct and mobile marketing, emerging payment systems, as well as social and digital media matters. He is an author and speaker on these topics and is sought after by local and national publications for his insights. David has received multiple listings as an Illinois Super Lawyers and has been acknowledged as a "Rising Star" by the National Law Journal. He earned his Bachelor of Arts from Salisbury University, graduating *summa cum*

laude, and obtained his Juris Doctor from Cornell Law School, where he served as an Editor of the Cornell Law Review.

Matthew J. Langley is a partner at Almeida Law Group. Matthew leverages his extensive skills and experience cultivated as a federal prosecutor and defense attorney to champion the rights of individuals affected by unjust or deceptive practices. Prior to joining the Almeida Law Group, Matthew was as a partner at Benesch, Friedlander, Coplan and Aronoff LLP, collaborating with David in the firm's Class Action practice group and, among other matters, representing plaintiffs in a two-billion-dollar defamation suit involving election fraud claims.

Matthew began his legal career at Kirkland and Ellis where, as an associate, he defended corporate clients in high-stakes litigation, including representing AOL in a class action data breach involving the personal data of over 680,000 customers. He continued to represent corporate clients, as both plaintiffs and defendants, at K&L Gates in Miami, Florida before joining the United States Attorney's Office for the Southern District of Florida.

As an Assistant United States Attorney, Matthew worked in both the Major Crimes and the Economic Crimes Divisions, prosecuting crimes involving health care fraud, tax fraud, money laundering, identity theft, bank fraud, child pornography, and drug trafficking. He first-chaired ten jury trials, securing guilty verdicts in all ten cases and successfully argued appeals in front of the Eleventh Circuit Court of Appeals.

After leaving government service, Matthew worked as a securities class action attorney at Robbins Geller, where he played a crucial role in bringing securities fraud cases, helping to secure the recovery of millions of dollars for shareholders.

Matt has actively participated in numerous class action lawsuits, addressing issues such as data breach and privacy violations, state consumer fraud, deceptive business practices, false advertising and labeling, the Telephone Consumer Protection Act (TCPA), the Fair Credit Reporting Act (FCRA), Illinois' Biometric Information Privacy Act (BIPA), and the California Invasion of Privacy Act (CIPA).

Matt is admitted to the bar in New York, Florida, California and Illinois. He earned his Bachelor of Arts in English and Sociology from the University of Connecticut and his Juris Doctor from Columbia Law School, where he was a Harlan Fiske Scholar.

John R. Parker Jr., known as “J.R.,” is a Partner with the Almeida Law Group. J.R. is a tenacious and successful litigator, handling intricate civil litigation from the investigative phase through settlement or trial in both state and federal courts, including appellate proceedings.

J.R.'s practice encompasses class action lawsuits, False Claims Act cases, Medi-Cal and Medicare fraud, consumer fraud, defective products and drugs, insurance bad faith, personal injury, medical malpractice, employment claims, civil rights, toxic tort, and environmental cases. He has taken on consumer class actions against prominent tech industry entities such as Facebook, Apple, and Zynga. J.R. has been appointed lead counsel in numerous class action cases by state and federal courts in California and nationwide.

Recognizing the human impact of personal or economic injuries resulting from the carelessness, negligence, or intentional acts of others, J.R. is deeply committed to representing ordinary individuals who lack the resources of the multinational corporations and insurance companies he holds accountable in his cases.

In addition to his legal ventures, J.R. has volunteered for the Eastern District of California Dispute Resolution Program and served as appointed counsel for the Eastern District of California's pro bono program. He earned his A.B. in Greek and Latin from the University of Georgia, graduating *summa cum laude*, and obtained his J.D. from Harvard Law School, where he served as Deputy Editor-in-Chief of the Harvard Journal of Law and Public Policy.

After law school, J.R. clerked for Judge Joseph A. Anderson, at the time Chief Judge for the United States District Court for the District of South Carolina. He then worked at a plaintiff's firm in Atlanta Georgia, and then a litigation boutique in Birmingham, Alabama, Spotswood, Sansom, and Sansbury LLC, where he defendant the FedEx Corporation in class action suits around the country. After the birth of his first child, he and his wife moved to Sacramento, California, where he worked for Kershaw, Cutter & Ratinoff LLP and then Cutter Law LLC, where he litigated and tried complex cases on behalf of ordinary people against large corporations and insurance companies. Some of his work before joining the Almeida Law Group LLC includes the following matters:

- *Doan v. State Farm*, Santa Clara Superior Court, 1-08-cv-129264 (co-lead counsel in certified class action against State Farm successfully tried and resulting in a global settlement of all State Farm fire policyholders in California)

- *U.S. ex rel. Bell v. Biotronik, Inc. et al.*, 18-cv-01391 (C.D. Cal.) (Lead Relator's counsel in a False Claims Act case against medical device company resulting in \$12.95 million recovery by the United States)
- *Bohannon v. Facebook, Inc.*, 4:12-cv-01894-BLF (N.D. Cal.). (Appointed Class Counsel representing a certified nationwide class of minor Facebook users and their parents)
- *Phillips v. County of Riverside*, 5:19-cv-01231-JGB-SHK (C.D. Cal.) (Co-lead Class Counsel in a collective action and then 86 individual actions brought under FLSA on behalf of social workers employed by Riverside County, resulting in \$4.55 million global settlement after decertification)
- *Pike v. County of San Bernardino*, 5:17-cv-01680 (C.D. Cal.) (Co-lead Class Counsel in certified collective action brought under FLSA on behalf of social workers employed by San Bernardino County)
- *Johnson v. CSAA*, 07AS03197 (Sacramento Superior Court) (Co-Lead Counsel in class action against CSAA relating to failure to waive deductible. Resolved by settlement providing complete cash reimbursement, plus interest. Settlement valued at over \$80 million)
- *Shurtleff v. Health Net*, (Eastern District of California and Sacramento County Superior Court) (Co-Lead and Plaintiffs' Liaison counsel in class actions against Health Net for a breach of confidential information, resulting in a nationwide class settlement)
- *Parry v. National Seating & Mobility Inc.*, 3:10-cv-02782-JSW (N.D. Cal.) (Appointed Class Counsel on behalf of representing nationwide class of sales representatives for medical equipment company in breach of contract case that settled on a class-wide basis after certification in the Northern District of California)
- *Zmucki v. Extreme Learning*, 111-cv-197630. (Santa Clara County Superior Court), (Appointed settlement class counsel on behalf of class of educators for wage and hour violations in the Northern District of California)

Elena A. Belov serves as Of Counsel at the Almeida Law Group.

An adept litigator, Elena began her legal career at Milbank LLP, a renowned international law firm. While there, she developed her skills in navigating complex commercial litigations and actively engaged in *pro bono* work focused on civil rights.

Motivated by a belief in justice for all, Elena devoted more than a decade of her practice to environmental work and public service before redirecting her passion toward advocating

for wronged plaintiffs. She had the privilege of clerking for Judge Cynthia M. Rufe in the U.S. District Court for the Eastern District of Pennsylvania, gaining firsthand insights into the intricacies of the federal judicial system. Elena also contributed to the field by teaching and practicing environmental law on behalf of pro bono clients at the University of Washington School of Law. And while working for the World Wildlife Fund, she supported Native Alaskan Tribes as well as State and Federal officials, including the U.S. Coast Guard, in their endeavors to safeguard Arctic ecosystems. Elena has collaborated with a diverse clientele, ranging from major banks and insurance companies to non-governmental organizations and individuals from various walks of life.

Elena investigates consumer rights violations and takes pride in combating companies that exploit individuals, whether through deceptive advertising, selling defective products, or neglecting user privacy. Elena graduated with honors from Barnard College in New York, earning a B.A. in Political Science, and received her Juris Doctor from the Georgetown University Law Center. During law school, she served as a member of the American Criminal Law Review, authoring several published articles, and worked in the Environmental Law Clinic, successfully representing the Mattaponi Tribe of Virginia in their fight to protect their water rights.

Elena is admitted to the New York State Bar, as well as the United States District Courts for the Southern and Eastern Districts of New York.

Britany A. Kabakov is an Associate Attorney at the Almeida Law Group.

A skilled trial lawyer and litigator, Britany began her career as a litigation associate at Kirkland & Ellis LLP in its Chicago office, where she gained experience as a defense attorney. While at Kirkland, Britany actively participated in two federal bellwether jury trials, contributing to the largest multidistrict litigation in U.S. history.

Britany had the privilege of clerking for Judge Sunil R. Harjani in the U.S. District Court for the Northern District of Illinois and externing for Judge Andrew G. Schopler in the U.S. District Court for the Southern District of California. Through these roles, Britany acquired comprehensive insights into the intricacies of federal litigation, spanning from the filing of a complaint through trial and post-trial motions.

Specializing in consumer class action lawsuits, Britany's practice focuses on privacy and false labeling cases, along with complex commercial disputes. She has represented clients in federal court, multidistrict litigation, and class action lawsuits involving defective

products, consumer fraud, toxic tort, environmental cases, information privacy, insurance, and contract disputes.

Committed to public service and advocating for all individuals, Britany has maintained an active pro bono practice focusing on civil rights, supporting civil liberty organizations in research and litigation efforts. During law school, she volunteered at the Legal Aid Society of San Diego's Domestic Violence Clinic, and prior to entering law school, Britany taught middle school social studies in Phoenix, Arizona.

Britany is admitted to the Illinois State Bar, as well as the U.S. District Court for the Northern District of Illinois. She graduated *magna cum laude* from Loyola University Chicago with a Bachelor of Arts in History and Secondary Education. Britany earned her Juris Doctor from the University of Chicago Law School, where she worked in the Environmental Law Clinic, representing conservation groups in Clean Water Act litigation.

Luke Coughlin is an Associate Attorney at the Almeida Law Group.

Luke is an accomplished litigator. Before joining the Firm, Luke was a litigation associate at Edelman, Combs, Lattuner & Goodwin, LLC, where he worked on a wide range of consumer cases with focus on usury claims. His passion for protecting consumer rights is driven by his interest in using technical investigations to support and advocate for his clients. He is committed to advancing consumer protection through innovative, cross-disciplinary legal strategies.

While attending law school, Luke worked as a claims investigator at Rain Intelligence, combining technical investigation with comprehensive legal analysis across a broad spectrum of case types. His work emphasized a meticulous approach to fact-finding, leveraging technology to investigate illicit collection and use of sensitive personal data and other incursions against consumer rights.

Prior to law school, Luke gained extensive experience in the tech sector, including work at Wayfair, where his focus on technical processes and analysis laid the foundation for his legal career. He brings a unique blend of technical expertise and legal acumen to the Firm.

Luke is admitted to the Illinois State Bar as well as the Federal District Courts of the Northern District of Illinois, Southern District of Illinois, Northern District of Indiana and Southern District of Indiana.

EXHIBIT 3



Coulson P.C.
300 River Place Dr.
Suite 1700
Detroit, MI 48207
(313) 644-2685

FIRM RESUME

Background

Coulson P.C. represents consumers, homeowners, investors, and other individuals, classes, or small businesses who are harmed by corporate or governmental actors. It specializes in highly complex class and mass litigation, with extensive experience in such substantive areas of law as environmental contamination, data privacy, and complex statutory claims such as RICO and securities fraud.

The firm was founded in 2024 by Nicholas A. Coulson, a seasoned class action and complex litigation attorney who was previously a partner at a prominent boutique class action firm. Its mission is to improve society and benefit its clients by prosecuting righteous and challenging cases on behalf of those harmed by powerful institutions.

The firm is distinguished by its investments in cutting-edge technology, application of advanced trial skills to procedurally and substantively complex litigation, and clarity of purpose. Its lawyers are expected and required to uphold unflinching ethical standards in representing thousands or millions of class members, with most of whom they will likely never interact. Regardless of a case's complexity, the firm is focused on delivering the best results, to the most class members, as efficiently as possible.

Updated: 1/1/25

Nicholas A. Coulson, Principal Attorney

Nick Coulson has been appointed as class counsel in dozens of cases in state and federal courts across the country, all of which were successfully resolved. He also focuses on the prosecution of “mass actions” (mass torts, mass arbitrations). He proudly maintains an active trial practice, having led trial teams in federal court and dozens of coordinated arbitrations.

Select results in cases in which Nicholas A. Coulson was appointed as sole, primary, or co-lead class counsel:

Consumer Fraud/Protection:

McKnight v. Uber, Case No. 3:14-cv-05615-JST (ND. Cal.) (2019)

Co-lead class counsel in a \$32,500,000 class action settlement of claims regarding Uber’s widely reported “Safe Rides Fee,” safety measures, and background check process for potential drivers.

Sholopa v. Turkish Airlines, Case No. 1:20-cv-03294-ALC (S.D.N.Y.) (2023)

Co-lead class counsel in \$14,100,000 cash value settlement on behalf of unrefunded airline passengers.

Nellis v. Vivid Seats LLC, Case No. 1:20-cv-02486 (N.D. Ill.) (2023)

Obtained \$7,500,000 settlement for class of purchasers to tickets for cancelled pandemic-era events. Resulted in substantially full recovery for nearly all class members.

Environmental Contamination:

Dykehouse v. 3M Company, Case No. 1:19-cv-01225 (W.D. Mich.) (2021)

Reached \$11,900,000 settlement for the residents of Parchment, Michigan after their municipal drinking water was found to be contaminated with PFAS chemicals. Class members received significant individual payments despite substantial hurdles, including the potential limitation of damages because the contamination was only known for 30 days before the city’s water source was changed. Believed to be the first PFAS water contamination anywhere to which 3M, the inventor and major producer of the chemicals, has been a party.

Michaely, et al v. Browning-Ferris Industries of California, Inc. Case No. BC 497125 (Superior Court of the State of California, County of Los Angeles- Central Division) (2018)

Obtained a total settlement of \$9,500,000 for residents of a neighborhood afflicted by ongoing air pollution from a landfill. Believed to be one of the largest ever landfill emissions class action settlements that did not involve personal injury claims.

Data Privacy/Security

Feldman v. Star Tribune Media Co. LLC, Case No. 0:22-cv-01371-ECT-TNL (D. Minn.) (2024)

Negotiated \$2,900,000 common fund cash settlement for website subscribers whose personal information was alleged to have been unlawfully disclosed.

Waller et al v. Times Publishing Co., Case No. 2023-027889-CA-01 (FL 11th Jud. Cir.) (2024)

Negotiated, as co-lead counsel, \$950,000 common fund cash settlement for website subscribers whose personal information was alleged to have been unlawfully disclosed.

Other cases in which Nick was appointed class counsel include:

Gonzalez v. Clark-Floyd Landfill, LLC, No. 10D06-1608-CT-000131 (2024) (Clark Cty. Ind. Superior) (primary counsel for class) (contested class certification affirmed on appeal) (\$2.25 million settlement)

Pass v. Santek Environmental, LLC, No. (Bradley Cty., Tenn. Cir. Ct.) (2024) (primary counsel for class) (total settlement value \$1.25 million)

Stahl v. Sunny Farms, Case No. 19CV0057 (Seneca Cty. OH Ct. Common Pls.) (2023) (co-lead counsel for class) (total settlement value \$4 million)

Vigil v. Seatgeek, Inc., No. 1:20-cv-3248 (S.D.N.Y.) (2023) (primary counsel for class) (settlement value over \$2.1 million)

Martin v. Resource Control, Inc., No. 2084-CV-000021-BLS1 (Mass. Super. Bus. Lit. Sess.) (2023) (primary counsel for class) (total settlement value \$1.4 million)

In re: Cachet Financial Services, Case No. 2:20-bk-10654-VZ (C.D. Cal. Bankr.) (2022) (co-lead counsel for class) (resolved previously uncertified class action against debtor defendant for \$2 million cash)

Catignani v. Waste Management Inc. of Tennessee, Case No. 3:21-cv-00046 (M.D. Tenn) (2022) (primary counsel for class) (total settlement value \$925,000)

Burriss v. BFI, Case No. 3:21-cv-00201 (M.D. Tenn.) (2022) (primary counsel for class) (total settlement value \$2.745 million)

Hickey v. AW Niagara Falls, No. E165227/2018 (N.Y. Sup. Niagara Cty.) (2021) (primary counsel for class) (\$950,000 settlement)

Tennessen v. Greif, Inc., Case No. 17-cv-12576 (Milwaukee Cty. WI Cir. Ct.) (2021) (primary counsel for class) (\$1.265 million total settlement)

Vandemortel v. New England Waste Servs. of NY, No. 126121-2019 (N.Y. Sup. Ontario Cty.) (2021) (primary counsel for class) (total settlement value \$1.65 million)

Ross, et al. v. USX Company, Case No. G.D. 17-008663 (Allegheny Cty., PA Ct. of Common Pleas) (2020) (primary counsel for class) (total settlement \$8.5 million)

Bright et al v. Wake County Disposal, LLC, Case No. 18-cvs-10976 (Wake Cty. NC Superior Ct.) (2020) (primary counsel for class) (\$2.15 million settlement)

D'Amico v. Waste Management of New York, LLC, Case No. 6:18-cv-06080 (W.D. NY) (2020) (primary counsel for class) (\$2.3 million settlement)

Ray v. Lansing, Case No. 13-124242-NZ (Ingham County MI Circuit Ct.) (2019) (\$1.25 million total settlement)

Beck v. Stony Hollow Landfill, Inc., No. 3:16-cv-455, 2018 U.S. Dist. LEXIS 199221, (S.D. Ohio Nov. 26, 2018) (primary counsel for class) (total settlement \$3.325 million)

Johnston, et al. v. Deffenbaugh Disposal, Inc., Case No: 2:16-cv-02648-JTM-KGG (D. Kan.) (2018) (primary counsel for class) (\$2.15 million settlement)

Connors v. AmeriTies West, LLC, Case No. 16-CV-25390 (Wasco County Oregon Super. Ct.) (2018) (primary counsel for class) (\$1.5 million total settlement)

Gingrasso, et al. v. Cedar Grove Composting Facility, Inc., Case No: 13-2-05334-9 KNT (King County WA Super. Ct.) (2018) (primary counsel for class) (\$4.862 million total settlement)

Bundy, et al. v. Cedar Grove Composting Facility, Inc., Case No: 13-2-02778-8 (Snohomish County WA Super. Ct.) (2018) (primary counsel for class) (\$2.2375 million total settlement)

Brown v. Rhode Island Resource Recovery Corporation, C.A. NO. PC 2015-0947 (Rhode Island Superior 2018) (primary counsel for class) (\$1.25 million settlement)

Averett v. Metalworking Lubricants Co., No. 1:15-cv-01509-JMS-MPB, 2017 U.S. Dist. LEXIS 158184, at *1 (S.D. Ind. Sep. 27, 2017) (primary counsel for class) (\$1 million total settlement)

Dabney v. Taminco US, Inc., Case No. 3:15-cv-533/MCR/EMT (N.D. FL) (2017) (primary counsel for class) (\$947,000 million total settlement)

Ng. v. International Disposal Corp. of California, Case No. 112CV228591 (Santa Clara CA Superior Court) (2016) (total settlement value \$3.95 million)

Batties v. Waste Management of Pennsylvania, LLC, No. 14-7013, 2016 U.S. Dist. LEXIS 186335, at *47 (E.D. Pa. May 11, 2016) (primary counsel for class) (total settlement \$2 million)

Maroz v. Arcelormittal Monessen, LLC, No. 15-cv-00771-AJS (W.D. PA) (2016) (\$902,500 total settlement)

Watkins v. DRP, Case No. 14009701-NZ (Wayne Cty. MI Cir. Ct.) (2016) (primary counsel for class) (\$775,000 class settlement)

Domino v. Livonia, Case No. 11-010285-NZ (Wayne County MI Circuit Ct.) (2015) (\$7 million total settlement)

Notable appellate decisions in which Mr. Coulson was primarily responsible for briefing and/or argument include:

Baptiste v. Bethlehem Landfill Co., 965 F.3d 214 (3d Cir. 2020) (reversing district court's dismissal of environmental class claims under Pennsylvania law, which dismissal would have rendered such claims incompatible with the class action device)

Clark-Floyd Landfill, LLC v. Gonzalez, No. 19A-CT-2680, 2020 Ind. App. LEXIS 257, at *21 (Ind. Ct. App. June 18, 2020) (unanimously affirming grant of class certification on defendant's interlocutory appeal)

Bell v. Cheswick Generating Station, 734 F.3d 188, 190 (3d Cir. 2013) (circuit-wide issue of first impression holding that claims of plaintiffs and class were not preempted by federal statutory scheme, now adopted by several federal circuits and states)

Nick's writings related to class and complex litigation include:

Author: "Don't 'Fix' Misrepresentation Class Claim Pleading Standards" (Law360 Dec. 3, 2021)

Co-Author: "PFAS in the Courts: What's happened? What's Next?" (Michigan Bar Journal, June 2022) (with Kyle Konwinski)

Bar Admissions:

State of Michigan (2013)

State of California (2024)

United States District Courts:

Eastern District of Michigan

Western District of Michigan

Northern District of Illinois (general bar)

Eastern District of Wisconsin

Western District of Wisconsin

Western District of New York

District of Colorado

Middle District of Tennessee

United States Courts of Appeals

Third Circuit

Fifth Circuit

Sixth Circuit

Ninth Circuit

Education:

J.D. University of Minnesota Law School — 2013

B.A., Political Science Oakland University — 2008

Current/Former Affiliations/Memberships:

Federal Bar Association

Eastern District of Michigan Bar Association

Michigan Association for Justice

American Association for Justice

Gerry Spence Method at Thunderhead Ranch (3 Week College graduate, Ranch Club)

Julia G. Prescott, Associate Attorney

Julia G. Prescott is an associate attorney at Coulson P.C., where her practice is dedicated to complex litigation and arbitration on behalf of individuals and classes. Her experience includes involvement in all phases of class litigation, as well as first-chairing proceedings including numerous arbitration trials/hearings.

Ms. Prescott is a *cum laude* graduate of St. John's University School of Law (where she served as the Executive Articles Editor of the Journal of Civil Right and Economic Development) and a *summa cum laude* graduate of Fordham University.

Ms. Prescott is admitted to the state bars of Michigan and New York. She is a co-author, with Dean Michael A. Simons, of a criminal law textbook used in juris doctorate courses.

Abagale E. McCurdy, Associate Attorney

Abagale E. McCurdy is an associate attorney at Coulson P.C., where she focuses her practice on complex litigation and arbitration on behalf of individuals and classes. Previously, she represented plaintiffs in individual civil litigation. Her experience includes involvement in all phases of litigation, and she has first-chaired arbitration proceedings.

Ms. McCurdy obtained a bachelor's degree from The Ohio State University before graduating *magna cum laude* from the University of Toledo College of Law, where she served on the editorial board of the University of Toledo Law Review.

Ms. McCurdy is admitted to the state bar of Ohio.

EXHIBIT B

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

JANE DOE 1 and JANE DOE 2, *on
behalf of themselves and all others
similarly situated,*

Case No. 2:23-CV-11691-LVP-DRG

Plaintiffs,

Hon. Linda V. Parker

v.

Magistrate Judge David R. Grand

WORKIT HEALTH, INC.

Defendant.

**DECLARATION OF ELENA MACFARLAND
REGARDING THE STATUS OF SETTLEMENT NOTICE PROGRAM**

I, Elena MacFarland, hereby declare and state as follows:

1. I am a Project Manager for the Court-appointed Settlement Administrator, EisnerAmper LLP (“EisnerAmper”), a full-service administration firm providing legal administration services including the design, development, and implementation of unbiased complex legal notification programs.

2. As the Project Manager, I am personally familiar with the facts set forth in this Declaration.

3. I am over the age of 21. Except as otherwise noted, the matters set forth in this Declaration are based upon my personal knowledge as well as the information provided by other experienced employees working under my supervision.

BACKGROUND

4. *Preliminary Approval.* On September 7, 2024, this Court entered its Opinion and Order preliminarily approving the Settlement Agreement and, among

other things, appointing EisnerAmper as the Settlement Administrator [ECF No. 14, ¶3]. After the Court’s preliminary approval of the Settlement, EisnerAmper began to implement and coordinate the Notice Program (“Notice Program”).¹

5. ***Purpose of this Declaration.*** I submit this Declaration to evidence and establish EisnerAmper’s compliance with the terms of the Preliminary Approval Order and detail EisnerAmper’s execution of its role as the Settlement Administrator.

CLASS ACTION FAIRNESS ACT NOTICE (“CAFA”)

6. On September 17, 2024, pursuant to 28 U.S.C. §1715(b), EisnerAmper, on behalf of Workit Health, Inc. (“Workit” or “Defendant”), caused notice of this settlement and related materials to be sent to the Attorneys General of all U.S. states, territories, District of Columbia, as well as the Attorney General of the United States. As of January 8, 2025, EisnerAmper has not received any objection from any Attorney General. A copy of the CAFA Notice and status of delivery are attached hereto as **Exhibit A**.

NOTICE PROGRAM EXECUTION

7. ***Notice Database.*** EisnerAmper maintains a database of 121,972 Settlement Class Members which was used to effectuate the notice campaign outlined in the Settlement Agreement.

8. EisnerAmper received the class data between September 24 and September 26, 2024, in three Excel files containing email addresses, and where available, names and mailing addresses, for a total of 122,178 records. After consolidating and deduplicating the data, EisnerAmper determined that a total of 121,972 unique records exist in the class data.

9. ***Email Notice.*** Before sending the Class Notice via email (“Email

¹ All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement and Release.

Notice”), EisnerAmper performed an email hygiene and verification process designed to protect the integrity of the email campaign and maximize deliverability. The process included deduplication, syntax validation, misspelled domain detection and correction, domain validation, and risk validation. Email addresses for 117,914 Settlement Class Members passed the hygiene and verification process. In sending the Email Notice, EisnerAmper followed standard email best practices, including utilization of “unsubscribe” links and the Settlement Administrator contact information.

10. Beginning on October 22, 2024, EisnerAmper caused the Email Notice to be sent to the 117,914 email addresses for Settlement Class Members that passed the hygiene and verification processes. The Email Notice included a hyperlink to the Claim Form on the Settlement Website. On November 22, 2024, EisnerAmper caused the second round of Email Notice to be sent to the 116,024 Settlement Class Members who had not yet submitted a claim as of the date of the Notice, and that passed the hygiene and verification processes. In total, the Email Notice was successfully delivered to 110,440 email addresses. A true and correct copy of the Email Notice sent is attached hereto as **Exhibit B**.

11. **Settlement Website.** On October 21, 2024, EisnerAmper published the Settlement Website, www.WHPrivacySettlement.com. Visitors to the Settlement Website can download the Short-Form Notice, the Long Form Notice, the Claim Form, as well as Court Documents, such as the Class Action Complaint, the Settlement Agreement, Orders of the Court, and other relevant documents. A true and correct copy of the Long Form Notice is attached hereto as **Exhibit C**, with a copy of the Claim Form as **Exhibit D**. Visitors are also able to submit claims electronically, submit address updates electronically, and find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator.

12. As of January 8, 2025, the Settlement Website has received 12,722 unique visitors and 71,940 page views.

13. **Settlement Post Office Box.** EisnerAmper maintains the following Post Office Box (“P.O. Box”) for the Settlement Program:

In re: Workit Health, Inc.
c/o EisnerAmper
P.O. Box 591
Baton Rouge, LA 70821

This P.O. Box serves as a location for Settlement Class Members to submit claims, exclusion requests, and other settlement-related correspondence. The P.O. Box address appears prominently in all Notices and in multiple locations on the Settlement Website. EisnerAmper monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

14. **Dedicated Toll-Free Number.** EisnerAmper established a toll-free telephone number, 1-844-795-3955 (“Toll-Free Number”), which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response system (“IVR”) that provides important settlement information and offers the ability to leave a voice message to address specific questions or requests. The Toll-Free Number appears in all Notices, as well as in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement Program.

15. **Email Support.** EisnerAmper established an Email address, info@WHPrivacySettlement.com, to provide an additional option for Settlement Class Members to address specific questions or requests to the Settlement Administrator for support.

NOTICE PROGRAM REACH

16. **Notice Reach Results.** Through the Notice procedures outlined above,

EisnerAmper attempted to send direct notice to 117,914 Settlement Class Members. As of January 8, 2025, the Notice Program reached a total of 110,440 (90.55%) of Settlement Class Members. Table 1 below provides an overview of dissemination results and reach statistics for the Notice Program.

Table 1: Direct Notice Program Dissemination & Reach		
Description	Volume of Class Members	Percentage of Class Members
Class Members	121,972	100.0%
E-Mail Notice		
Total E-Mail Notices Sent	117,914	96.67%
Total E-Mail Notices Delivered	110,440	90.55%
Total E-Mail Notice Bounced/Undeliverable	7,474	6.13%
Received E-Mail Notice	110,440	90.55%

CLAIM ACTIVITY

17. *Claims Intake and Processing.* The online claim submission feature was available on the Settlement Website beginning October 21, 2024. As of January 8, 2025, EisnerAmper has received a total of 6,980 claim submissions, of which 6,672 claims have been determined to be valid. Table 2 below provides summary statistics of claim submissions received.

18. Assuming that attorneys' fees, costs and expenses, and incentive awards are approved as requested in Plaintiffs' Motion for Award of Attorneys' Fees, Reimbursement of Costs and Expenses, and Incentive Awards (ECF No. 16), filed on December 9, 2024, factoring in the costs of notice and settlement administration, and the number of valid claims as of January 8, 2025, the *pro rata* payment is estimated to be \$43.00.² EisnerAmper will continue to intake and analyze claims

² The estimated *pro rata* payment assumes that no deficiencies are cured. Claimants with a Deficient Claim will be provided with a notice of deficiency and will have 21 days from the date of the notice to cure the deficiencies.

submitted to the Settlement P.O. Box, postmarked by the claims filing deadline of December 23, 2024.

Table 2: Claims Statistics	
Description	Volume (#)
Total Claims Received	6,980
(-) Duplicate Claims Identified	60
(-) Invalid Claims – Not a Class Member	89
(=) Net Claims Received	6,831
(-) Deficient Claims	159
(=) Total Valid Claims	6,672

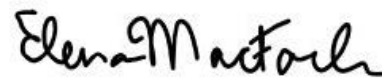
EXCLUSIONS AND OBJECTIONS

19. *Exclusions (Opt-Outs) Received.* The deadline for Settlement Class Members to request to be excluded from the Settlement was December 23, 2024. As of January 8, 2025, EisnerAmper has not received any requests for exclusion.

20. *Settlement Objections.* The Settlement Agreement directs that objections be filed with the Court by December 23, 2024. As of January 8, 2025, EisnerAmper has not received any objections from Settlement Class Members.

CERTIFICATION

I, Elena MacFarland, declare under the penalty of perjury that the foregoing is true and correct. Executed on this 8th day of January 2025, in Baton Rouge, Louisiana.



Elena MacFarland

Exhibit A

CAFA Notice



September 16, 2024

By Certified Mail

Federal and State Officials
as listed in Attachment 1

**Re: NOTICE UNDER THE CLASS ACTION FAIRNESS ACT OF 2005, 28 U.S.C. § 1715(b),
Doe v. Workit Health, Inc., Case No. 2:23-cv-11691-LVP-DRG**

Dear Sir or Madam:

I send this letter and the enclosed disc to you on behalf of the Parties to the action referenced above (the “Parties”) regarding the Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement filed on September 6, 2024. This communication constitutes the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”).

The proposed settlement resolves the class action lawsuit brought by Jane Doe 1 and Jane Doe 2 (“Plaintiffs”), against Workit Health, Inc. (“Defendant”) relating to Workit’s implementation and use of certain third-party website technologies (“Third-Party Technologies”) that may have led to the disclosure of certain personal or health-related information to third-party vendors (the “Third-Party Disclosure”). Plaintiffs, on behalf of themselves and all others similarly situated, allege (i) Invasion of Privacy – Intrusion Upon Seclusion and Private Affairs; (ii) Invasion of Privacy – Public Disclosure of Embarrassing Private Facts; (iii) Unjust Enrichment; (iv) Breach of Implied Contract; (v) Negligence; (vi) Unauthorized Disclosure of Privileged Communications; (vii) Violations of the Michigan Consumer Protection Act (MCPA); (viii) Violations of Electronic Communications Privacy Act – Unauthorized Interception, Use, and Disclosure; (ix) Violations of the California Invasion of Privacy Act (CIPA); and (x) Violations of the California Confidentiality of Medical Information Act (CMIA). Defendant denies all allegations of wrongdoing and any liability.

The Settlement Agreement, if approved, will establish a Settlement Class which includes all persons in the United States who used Defendant’s Website or Application (both web-based and mobile) to search for medical information, services or physicians, fill out forms, schedule appointments, sign-up for membership, register for programs or support groups, or pay for medical services between June 1, 2017 and November 23, 2022.

In accordance with 28 U.S.C. § 1715(b), the enclosed disc includes:

- a. Exhibit 1: A copy of the Class Action Complaint filed on July 14, 2023;
- b. Exhibit 2: A copy of the Settlement Agreement filed on September 6, 2024, including the Class Notice Documents as Exhibits A- C;
- c. Exhibit 3: A copy of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement filed on September 6, 2024;



8550 United Plaza Blvd., Ste. 1001 – Baton Rouge, LA 70809
225-922-4600 Phone – 225-922-4611 Fax – eisneramper.com

- d. Exhibit 4: A copy of the Opinion and Order Granting Motion for Order Preliminarily Approving Class Settlement, entered on September 7, 2024;

At the time of this notice, a comprehensive list of class members by state and their estimated proportionate share of claims is being compiled. This list may be provided upon request to the Settlement Administrator once the information is available. To request a copy of the full list of class members by state, please email elena.macfarland@eisneramper.com.

The proposed Settlement provides for a fund totaling \$578,680, which will be used to provide settlement awards to Settlement Class Members. Settlement Class Members may submit a claim for a *pro rata* share of the Net Settlement Fund.

The Final Fairness Hearing is scheduled for February 6, 2025, at 2:00 p.m. in the United States District Court, Theodore Levin U.S. Courthouse, 231 W. Lafayette Boulevard, Detroit, Michigan, Courtroom 206, before the Honorable Linda V. Parker. No other hearings have yet been scheduled.

There are no other agreements between Class Counsel and counsel for Defendant, there are no final judgments in this matter, and there are no written judicial opinions relating to the materials described under 28 U.S.C. §§ 1715(b)(3)-(6).

Thank you for your attention to this matter. Please contact us if you have any questions about this notice or the enclosed materials.

Sincerely,

A handwritten signature in black ink that reads "Elena MacFarland".

Elena MacFarland
EisnerAmper, *Settlement Administrator*
Doe v. Workit Health, Inc.

cc by email:

Nicholas A. Coulson
COULSON P.C.
300 River Place Drive
Detroit, MI 48207
Email: nick@coulsonpc.com
Telephone: (313) 644-2685

Daniel Rohner
SHOOK, HARDY & BACON LLP
1660 17th Street, Suite 450
Denver, CO 80202
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Telephone: (303) 285-5300



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225-922-4600 Phone – 225-922-4611 Fax – eisneramper.com

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*Attorneys for the Representative Plaintiffs
and the Plaintiff Class(es)*

*Attorneys for Defendant
Workit Health, Inc.*

CAFA Notice Service List								
Doe v. Workit Health, Inc., Case No. 23-cv-11691								
Name1	Name2	Address1	Address2	Address3	City	State	Zip	Delivery Date
Office of the Attorney General		100 West Randolph Street			Chicago	IL	60601	9/23/2024
Office of the Attorney General		1031 W. 4th Avenue, Suite 200			Anchorage	AK	99501-1994	9/20/2024
Office of the Attorney General		109 State Street			Montpelier	VT	05609	9/23/2024
Office of the Attorney General		1125 Washington Street SE	PO Box 40100		Olympia	WA	98504-0100	9/20/2024
Office of the Attorney General	ATTN: Consumer Protection	114 West Edenton Street			Raleigh	NC	27603	9/23/2024
Office of the Attorney General	Oregon Department of Justice	1162 Court Street NE			Salem	OR	97301-4096	9/26/2024
Office of the Attorney General		120 SW 10th Ave, 2nd Floor			Topeka	KS	66612-1597	9/24/2024
Office of the Attorney General		1302 E. Highway 14, Suite 1			Pierre	SD	57501-8501	9/23/2024
Office of the Attorney General	ATTN: Lisa Pinsonneault/CAFA Notice	150 South Main Street			Providence	RI	02903	9/23/2024
Office of the Attorney General		165 Capitol Avenue			Hartford	CT	06106	9/20/2024
Office of the Attorney General		16th Floor, Strawberry Square			Harrisburg	PA	17120	9/21/2024
Office of the Attorney General		200 St. Paul Place			Baltimore	MD	21202	9/24/2024
Office of the Attorney General		2005 N Central Ave			Phoenix	AZ	85004-2926	9/20/2024
Office of the Attorney General	ATTN: Farrah Diaz, Paralegal	201 3rd St NW, Suite 300			Albuquerque	NM	87102	9/23/2024
Office of the Attorney General		202 North Ninth Street			Richmond	VA	23219	9/24/2024
Office of the Attorney General		2115 State Capitol	PO Box 98920		Lincoln	NE	68509	9/23/2024
Office of the Attorney General		313 NE 21st Street			Oklahoma City	OK	73105	9/20/2024
Office of the Attorney General		323 Center Street, Suite 200			Little Rock	AR	72201-2610	9/23/2024
Office of the Attorney General		33 Capitol Street			Concord	NH	03301	9/25/2024
Office of the Attorney General		34-38 Kronprindsens Gade	Gers Building, 2nd Floor		St Thomas	VI	00802	9/23/2024
Office of the Attorney General		40 Capitol Square SW			Atlanta	GA	30334	9/21/2024
Department of the Attorney General		425 Queen Street			Honolulu	HI	96813	9/23/2024
Office of the Attorney General		441 4th Street NW, Suite 11005			Washington	DC	20001	9/23/2024
Office of the Attorney General		445 Minnesota Street, Suite 1400			St Paul	MN	55101-2131	9/24/2024
Office of the Attorney General	CAFA Coordinator, Consumer Law Section	455 Golden Gate Avenue, Suite 11000			San Francisco	CA	94102	9/23/2024
Office of the Attorney General		501 Washington Avenue	PO Box 300152		Montgomery	AL	36104	9/23/2024
Office of the Attorney General	Administrative Division	590 S. Marine Corps Dr., Suite 901			Tamuning	GU	96913	9/23/2024
Office of the Attorney General		6 State House Station			Augusta	ME	04333	9/20/2024
Office of the Attorney General		700 Capitol Avenue, Suite 118			Frankfort	KY	40601-3449	9/24/2024
Office of the Attorney General		820 North French Street	6th Floor		Wilmington	DE	19801	9/23/2024
United States Office of the Attorney General	US Department of Justice	950 Pennsylvania Ave, NW			Washington	DC	20530-0001	9/24/2024
Office of the Attorney General		954 West Jefferson Street, 2nd floor	PO Box 83720		Boise	ID	83720-0010	9/20/2024
Office of the Attorney General		Administrative Building	PO Box 10007		Saipan	MP	96950	9/23/2024
Office of the Attorney General		Capitol Station	PO Box 12548		Austin	TX	78711-2548	9/24/2024
Office of the Attorney General		G. Mennen Williams Building	525 West Ottawa Street	PO Box 30212	Lansing	MI	48909	9/26/2024
Office of the Attorney General		Hoover State Office Building	1305 East Walnut Street		Des Moines	IA	50319	9/23/2024
Office of the Attorney General		Indiana Government Center South	302 West Washington Street, 5th Floor		Indianapolis	IN	46204	9/23/2024
Office of the Attorney General		Justice Building Third Floor	215 North Sanders		Helena	MT	59601	9/23/2024
Office of the Attorney General		Kendrick Building	2320 Capital Avenue		Cheyenne	WY	82002	9/23/2024
Office of the Attorney General		Old Supreme Court Building	100 North Carson Street		Carson City	NV	89701	9/23/2024
Office of the Attorney General	ATTN: CAFA Coordinator/General Counsel's Office	One Ashburton Place			Boston	MA	02108	9/23/2024
Office of the Attorney General		PO Box 11549			Columbia	SC	29211-1549	9/21/2024
Office of the Attorney General and Reporter		PO Box 20207			Nashville	TN	37202	9/23/2024
Office of the Attorney General		PO Box 7			Pago Pago	AS	96799	10/2/2024
Office of the Attorney General	Wisconsin Department of Justice	PO Box 7857			Madison	WI	53707-7857	10/2/2024
Office of the Attorney General		PO Box 9020192			San Juan	PR	00902-0192	9/24/2024
Office of the Attorney General		PO Box 94005			Baton Rouge	LA	70804	9/18/2024
Office of the Attorney General		Ralph L. Carr Colorado Judicial Center	1300 Broadway, 10th Floor		Denver	CO	80203	9/23/2024
Office of the Attorney General		RJ Hughes Justice Complex	25 Market Street	PO BOX 080	Trenton	NJ	08625-0080	9/24/2024
Office of the Attorney General		State Capitol	600 East Boulevard Avenue, Dept. 125		Bismarck	ND	58505	9/23/2024
Office of the Attorney General		State Capitol	Building 1, Room E-26		Charleston	WV	25305	9/23/2024
Office of the Attorney General		State Office Tower	30 East Broad Street, 14th Floor		Columbus	OH	43215	9/25/2024
Office of the Attorney General		Supreme Court Building	207 West High Street		Jefferson City	MO	65102	9/23/2024
Office of the Attorney General		The Capitol	PL-01		Tallahassee	FL	32399-1050	9/30/2024
Office of the Attorney General		The Capitol			Albany	NY	12224-0341	9/20/2024
Office of the Attorney General		Utah State Capitol Complex	350 North State Street, Suite 230		Salt Lake City	UT	84114-2320	9/20/2024
Office of the Attorney General		Walter Sillers Building	550 High Street, Suite 11		Jackson	MS	39201	9/20/2024

Exhibit B

Email Notice

Notice of Settlement - In re: Workit Health, Inc.

From: In Re: Workit Health, Inc. <notice@pnclassaction.com>

Reply-To: info@whprivacysettlement.com

Your Settlement Claim ID is: TES-1009000

NOTICE OF CLASS ACTION SETTLEMENT

In re: Workit Health, Inc., Case No. 2:23-cv-11691-LVP-DRG (E.D. Mich.)

You may be entitled to submit a claim for monetary compensation under a proposed class action settlement.

Click [HERE](#) to file a claim by December 23, 2024. Your Settlement Claim ID is: TES-1009000

Who is a Class Member?

In the lawsuit *Doe v. Workit Health, Inc.*, Case No. 2:23-cv-11691-LVP-DRG you are a Settlement Class Member if you used Defendant's website at www.workithealth.com, and/or its web-based app webform at <https://app.workithealth.com> (collectively, "Website"), and/or its mobile applications ("Applications") to search for medical information, services or physicians, fill out forms, schedule appointments, sign-up for membership, register for programs or support groups, or pay for medical services between June 1, 2017 and November 23, 2022. Workit denies any wrongdoing and all the claims asserted against it, and the Court has not ruled that Workit did anything wrong.

What are the Settlement Benefits and Terms?

Settlement Class Members who submit a valid Claim Form may receive a pro rata cash payment from the Net Settlement Fund. The Net Settlement Fund is what remains of the \$578,680 Settlement Fund following the payment of the Notice and Settlement Administration Costs, any Class Representative Service Award (\$2,500 per Class Representative), and any Attorneys' Fees and Expenses Award (up to one-third of the Settlement Fund, plus up to \$15,000 in expenses). More information, including a copy of the Settlement Agreement, is available at www.WHPrivacySettlement.com.

What are your Rights and Options?

Submit a Claim Form. To qualify for a cash payment, you must timely mail a Claim Form that is attached to this notice or complete and submit a Claim Form online at www.WHPrivacySettlement.com. Your Claim Form must be postmarked or submitted online no later than **December 23, 2024**.

Opt-Out. You may exclude yourself from the Settlement and retain your right to sue Workit by mailing a written request for exclusion to the Settlement Administrator that is postmarked no later than **December 23, 2024**. If you do not exclude yourself, you will be bound by the Settlement and give up your right to sue regarding the released claims.

Object. If you do not exclude yourself, you have the right to object to the Settlement. Written objections must be filed with the Court no later than **December 23, 2024** and provide the reasons for the objection.

Do Nothing. If you do nothing, you will not receive a Settlement payment and will lose the right to sue regarding the released claims. You will be bound by the Court's decision because this is a conditionally certified class action.

Attend the Final Approval Hearing. The Court will hold a **Final Approval Hearing at 2:00 p. m. on February 6, 2025**, in the U.S. District Courthouse at Theodore Levin U.S. Courthouse, 231 W. Lafayette Boulevard, Detroit, Michigan, Room 206, to determine if the Settlement is fair, reasonable, and adequate. You may appear at the Final Approval Hearing, but you do not have to.

Who are the attorneys for the Plaintiffs and the proposed Settlement Class?

The Court appointed David S. Almeida of Almeida Law Group LLC located at 849 W. Webster Avenue in Chicago, Illinois 60614 and Nicholas A. Coulson of Coulson P.C located at 300 River Place Drive, Suite 1700 in Detroit, Michigan 48207 as Class Counsel to represent the Settlement Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

Do I have any obligation to pay attorneys' fees or expenses?

No. Any attorneys' fees and expenses will be paid exclusively from the Settlement Fund as approved by the Court. The motion for attorneys' fees and expenses will be posted on the Settlement Website after it is filed with the Court.

What is the amount of the Class Representative Service Awards?

The named Plaintiffs, also called the Class Representatives, will seek a Service Award in the amount of \$2,500 for their efforts in this case.

What is the Judge overseeing this settlement?

Judge Linda V. Parker, United States District Judge, Eastern District of Michigan.

Where can I learn more about the case, the Settlement, and my options?

For more information, you may visit www.WHPrivacySettlement.com, email info@WHPrivacySettlement.com, or call 1-844-795-3955.

In re: Workit Health, Inc.
c/o EisnerAmper
P.O. Box 591
Baton Rouge, LA 70821

[Unsubscribe - Unsubscribe Preferences](#)

Exhibit C

Long Form Notice

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
FOR USERS OF THE WORKIT HEALTH WEBSITE OR APPLICATION (BOTH WEB-
BASED AND MOBILE) TO SEARCH FOR MEDICAL INFORMATION, SERVICES OR
PHYSICIANS, FILL OUT FORMS, SCHEDULE APPOINTMENTS, SIGN-UP FOR
MEMBERSHIP, REGISTER FOR PROGRAMS OR SUPPORT GROUPS, OR PAY FOR
MEDICAL SERVICES BETWEEN JUNE 1, 2017 AND NOVEMBER 23, 2022.**

Doe v. Workit Health, Inc., Case No. 2:23-cv-11691-LVP-DRG (E.D. Mich.)

A United States District Court authorized this Notice. This is not a solicitation from a lawyer.

**THIS IS A NOTICE OF A PROPOSED SETTLEMENT OF A CLASS ACTION LAWSUIT.
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.**

YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING.

PLEASE READ THIS NOTICE CAREFULLY.

**YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION
SETTLEMENT BECAUSE CERTAIN INFORMATION REGARDING YOUR USE OF
WORKIT HEALTH, INC.'S WEBSITE AND APPLICATION BETWEEN JUNE 1, 2017
AND NOVEMBER 23, 2022 MAY HAVE BEEN DISCLOSED OR ACCESSIBLE TO
THIRD PARTIES SUCH AS GOOGLE**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM BY DECEMBER 23, 2024	If you submit a Claim Form by December 23, 2024 , you may receive a pro rata share of the Net Settlement Fund as compensation. You must timely submit a Claim Form either via U.S. mail or online to receive monetary compensation under this Settlement. IF YOU DO NOTHING , you will not receive Settlement benefits, but you will still be bound by the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY DECEMBER 23, 2024	You will receive no benefits, but you will retain any legal claims you may have against Workit Health.
OBJECT BY DECEMBER 23, 2024	File with the Court a written objection to the Settlement, at the address below, about why you do not like the Settlement. You must remain in the Settlement Class to object to the Settlement.

GO TO THE FINAL APPROVAL HEARING ON FEBRUARY 6, 2025 AT 2:00 P.M.	Ask to speak in Court about the fairness of the Settlement. You do not need to attend the hearing to object to the Settlement, or to receive monetary compensation under the Settlement.
--	--

1. What is this Notice?

This is a court-authorized Long-Form Notice of a proposed Settlement (the “Settlement”) of a class action lawsuit (the “Litigation”), *Doe v. Workit Health, Inc.*, Case No. 2:23-cv-11691-LVP-DRG, pending in the U.S. District Court for the Eastern District of Michigan (the “Court”). The Settlement would resolve the Litigation alleging that Workit Health, Inc.’s (“Workit”) implementation and use of certain third-party website technologies (“Third-Party Technologies”), including the Meta Pixel and Google Analytics, on its website at www.workithealth.com, and a web-based app webform at <https://app.workithealth.com> (collectively, “Website”), as well as mobile applications (“Applications”), may have led to the disclosure of certain personal or health-related information to third-party vendors (the “Third-Party Disclosure”). The Court has granted Preliminary Approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of Settlement only. This Long-Form Notice explains the nature of the Litigation, the terms of the Settlement Agreement, and the legal rights and obligations of members of the Settlement Class. Please read the instructions and explanations below carefully so that you can better understand your legal rights. The Settlement Administrator in this case is EisnerAmper LLP.

2. Why did I get this Notice?

You were identified as a person who may have used Workit’s Website or Applications, and thus, Plaintiffs allege in this Litigation that information about your actions on those digital platforms may have been accessible or disclosed to third parties, like Google.

3. What is this lawsuit about?

The Litigation arises out of Workit’s alleged implementation and use of the Third-Party Technologies on its Website and Applications, which Plaintiffs contend resulted in certain information being shared with Google, allegedly resulting in an invasion of Plaintiff’s and Settlement Class Members’ privacy.

4. Why is this a class action?

A class action is a lawsuit in which an individual called a “Class Representative” brings a single lawsuit on behalf of other people who have similar claims. In a class action settlement, all of these people together are a “Settlement Class” or “Settlement Class Members.” When a class action is settled, the Settlement, which must be approved by the Court, resolves the claims for all Settlement Class Members, except for those who exclude themselves from the Settlement.

5. Why is there a settlement?

To resolve this matter without the expense, delay, and uncertainties of protracted litigation, the Parties reached a Settlement that, if approved by the Court, would resolve all claims brought on behalf of the Settlement Class related to Workit's use of Third-Party Technologies on its Website and Applications. If approved by the Court, the Settlement Agreement provides for cash compensation from Workit to Settlement Class Members who submit valid and timely Claim Forms. Workit denies that it did anything wrong or that any personal or health-related information was actually disclosed to third parties, and the Settlement is not an admission of wrongdoing by Workit and does not imply that there has been, or would be, any finding that Workit violated the law. Further, the Court overseeing the Litigation has not determined that Workit did anything wrong.

The Court already has preliminarily approved the Settlement Agreement. Nevertheless, because the settlement of a class action determines the rights of all members of the Settlement Class, the Court overseeing this Litigation must give final approval to the Settlement Agreement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class may be given notice and the opportunity to exclude themselves from the Settlement Class or to voice their support or opposition to final approval of the Settlement Agreement. If the Court does not grant final approval to the Settlement Agreement, or if it is terminated by the Parties, then the Settlement Agreement will be void, and the Litigation will proceed as if there had been no settlement and no certification of the Settlement Class.

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

You are a member of the Settlement Class if you used Defendant's Website or Application (both web-based and mobile) to search for medical information, services or physicians, fill out forms, schedule appointments, sign-up for membership, register for programs or support groups, or pay for medical services between June 1, 2017 and November 23, 2022.

Excluded from the Settlement Class are: (i) Workit, any entity in which Workit has a controlling interest, and Workit's affiliates, parents, subsidiaries, officers, directors, legal representatives, successors, subsidiaries, and assigns; (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly excludes themselves from the Settlement.

YOUR BENEFITS UNDER THE SETTLEMENT

7. What can I get from the Settlement?

Settlement Class Members who file a valid and timely Claim Form may receive a pro rata cash payment from the Net Settlement Fund. The Net Settlement Fund is what remains of the \$578,680 Settlement Fund following the payment of Notice and Settlement Administration Costs, Class

QUESTIONS? VISIT WWW.WHPRIVACYSETTLEMENT.COM

Representative Service Award (\$2,500 per Class Representative), and Attorneys' Fees and Expenses Award (fees up to one third of the Settlement Fund or \$192,893 plus expenses up to \$15,000), subject to the Court's approval.

*****To receive Settlement benefits, you must submit a Claim Form by December 23, 2024*****

8. When will I receive the benefits?

If you timely submit a valid Claim Form for a cash payment, you will receive payment in the amount approved by the Settlement Administrator once the Settlement is Final and has become effective.

9. I want to be a part of the Settlement. What do I do?

All Settlement Class Members are part of the Settlement unless they request to be excluded from it. To submit a claim for cash compensation, you must timely submit the Claim Form on the Settlement Website at www.WHPrivacySettlement.com, or by mail to In re: Workit Health, Inc. c/o EisnerAmper LLP, P.O. Box 591, Baton Rouge, LA 70821.

You must submit any claims by **December 23, 2024**. There can be only one (1) valid and timely Claim per Settlement Class Member.

10. What am I giving up if I remain in the Settlement?

By staying in the Settlement Class, you will give Workit a "release," and all the Court's orders will apply to you and bind you. A release means you cannot sue or be part of any other lawsuit or other legal action against Workit about or arising from the claims or issues in this Litigation, including Workit's use of Third-Party Technologies on Website and Applications.

The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to Class Counsel identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to remain in the Settlement, and instead want to keep any legal claims you may have against Workit, then you must take steps to exclude yourself from this Settlement.

11. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from *Doe v. Workit Health, Inc.*, Case No. 2:23-cv-11691-LVP-DRG (E.D. Mich.) to the

Settlement Administrator. Such notice must include: (1) the case name and number of the Litigation (*Doe v. Workit Health, Inc.*, Case No. 2:23-cv-11691-LVP-DRG (E.D. Mich.)); (2) your full name, address, and telephone number; (3) your personal and original signature; and (4) a written statement that you wish to be excluded from the Settlement. You may only request exclusion for yourself, and no one else can request exclusion for you. You must mail your exclusion request so that it is postmarked **no later than December 23, 2024**, to:

In re: Workit Health, Inc.
c/o **EisnerAmper LLP**
P.O. Box 591
Baton Rouge, LA 70821

12. If I exclude myself, do I still receive benefits from this Settlement?

No, if you submit an exclusion request, you will not receive anything from the Settlement, but you retain your right to sue Workit over the claims raised in the Litigation.

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

13. Do I have a lawyer in this case?

The Court has appointed the following attorneys to represent the Settlement Class as Class Counsel:

Class Counsel

David S. Almeida
Almeida Law Group LLC
849 W. Webster Avenue
Chicago, Illinois 60614
Tel: 312.576.3024

Nicholas A. Coulson
Coulson P.C
300 River Place Drive, Suite 1700
Detroit, Michigan 48207
Tel: (313) 644-2685

If you want to be represented by your own lawyer, you may hire one at your own expense.

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

Class Counsel will be paid from the Settlement Fund. Class Counsel will seek Court approval to be paid reasonable attorneys' fees up to one-third of the Settlement Fund, plus their expenses incurred in the Litigation up to \$15,000. The motion for attorneys' fees and expenses will be posted on the Settlement Website after it is filed.

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member, you can object to the Settlement, or some part of it, and the Court will consider your views. In order to object to the Settlement, you must submit a written objection (such as a letter or legal brief) stating that you object and the reasons why you think the Court should not approve some or all of the Settlement. Your objection must include: (i) the case name and number of the Litigation; (ii) set forth the Settlement Class Member's full name, current address, telephone number, and email address; (iii) contain the Settlement Class Member's personal and original signature; (iv) if the objecting Settlement Class Member is represented by an attorney, or received assistance from an attorney in drafting his or her objection, the name, address, telephone number, and email address of the attorney; (v) contain a statement indicating the basis for the objecting Settlement Class Member's belief that he or she is a member of the Settlement Class; (vi) state whether the objection applies only to the Settlement Class Member, to a specific subset of the Settlement Class, or to the entire Settlement Class; (vii) set forth a statement of the legal and/or factual basis for the Objection; and (viii) state whether the objecting Settlement Class Member intends to appear at the Final Approval Hearing, and if so, whether personally or through counsel. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your attorney.

If you file an objection, you may still receive benefits under the Settlement so long as you timely file a valid claim. To be timely, written notice of an objection in the appropriate form described above must be filed with the Court no later than the Objection Deadline, as noted below:

United States District Court for the Eastern District of Michigan
Clerk's Office
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 599
Detroit, MI 48226

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement. You may attend if you wish, but you are not required to do so.

16. Where and when is the Final Approval Hearing?

The Court has already given Preliminary Approval to the Settlement Agreement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement Agreement.

The Court will hold a hearing on **February 6, 2025, at 2:00 p.m.** in the courtroom of the Honorable Linda V. Parker, Courtroom 206, which is located at 231 W. Lafayette Boulevard, Detroit, MI 48226. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair,

reasonable, and adequate and in the best interests of the Settlement Class and to determine the appropriate amount of compensation for Class Counsel and rule on the request for a Service Award for the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed Settlement. The Court will then decide whether to approve the Settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THE FINAL APPROVAL HEARING TO RECIEVE BENEFITS FROM THIS SETTLEMENT. Please be aware that the hearing may be postponed to a later date without notice.

GETTING MORE INFORMATION – CONTACT:

This notice only provides a summary of the proposed Settlement. Complete details about the Settlement can be found in the Settlement Agreement available on the Settlement Website.

www.WHPrivacySettlement.com

If you have any questions, you can contact the Settlement Administrator or Class Counsel at the phone numbers listed above. In addition to the documents available on the Settlement Website, all pleadings and documents filed in this Litigation may be reviewed or copied at the Clerk of Court's office.

DO NOT CALL OR SEND ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, OR WORKIT OR ITS COUNSEL. ALL QUESTIONS ABOUT THE SETTLEMENT SHOULD BE REFERRED TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.

QUESTIONS? VISIT WWW.WHPRIVACYSETTLEMENT.COM

Exhibit D

Claim Form

In re: Workit Health, Inc.
P.O. Box 591
Baton Rouge, LA 70821

**Your Claim Form Must Be Submitted
On or Before December 23, 2024**

In re: Workit Health, Inc.

U.S. District Court for the Eastern District of Michigan (Case No. 2:23-cv-11691)

CLAIM FORM

SAVE TIME BY SUBMITTING YOUR CLAIM ONLINE AT WWW.WHPRIVACYSETTLEMENT.COM

GENERAL CLAIM FORM INFORMATION

You may complete and submit this Claim Form online or by mail if you are a Settlement Class Member. The Settlement Class consists of persons in the United States who used Workit Health, Inc.'s Website or Application (both web-based and mobile) to search for medical information, services or physicians, fill out forms, schedule appointments, sign-up for membership, register for programs or support groups, or pay for medical services between June 1, 2017 and November 23, 2022 (the "Settlement Class").

If you wish to submit a Claim for a settlement cash payment, please provide the information requested below. You must submit your Claim via the Settlement Website by the Claims Deadline of **December 23, 2024**, or complete and mail this Claim Form to the Settlement Administrator, postmarked by **December 23, 2024**.

Settlement Class Members who submit a timely and valid Claim Form will be eligible to receive a pro rata cash payment from the Net Settlement Fund. Each Settlement Class Member will receive, at most, one (1) payment.

The Notice includes only a summary of your legal rights and options. Please visit the official Settlement Website, www.WHPrivacySettlement.com, or call 1-844-795-3955 for more information.

TO SUBMIT A CLAIM FOR PAYMENT BY MAIL:

1. Complete all sections of this Claim Form
2. Sign the Claim Form.
3. Submit the completed Claim Form to the Settlement Administrator so that it is postmarked by **December 23, 2024**.

This Claim Form should only be used if a Claim is being mailed and is not being filed online. You may go to www.WHPrivacySettlement.com to submit your Claim online, or you may submit this Claim Form by mail to the address at the top of this form.

Payment will be mailed in the form of a check to the address you provide below. If you would like to receive a payment electronically (e.g., via Venmo, PayPal, or ACH), you must submit a Claim Form online at www.WHPrivacySettlement.com.

1. Settlement Class Member Information

*First Name _____		Middle Initial _____
*Last Name _____		
*Mailing Address: Street Address/P.O. Box (include Apartment/Suite/Floor Number) _____		
*City _____	*State _____	*Zip Code _____
*Current Email Address _____		
Current Phone Number (Optional) _____	*Settlement Claim ID (Required) _____	

****Settlement Claim ID:** Your Settlement Claim ID can be found on the Email Notice or Postcard Notice you received informing you about this Settlement. If you need additional help locating this ID, please contact the Settlement Administrator at 1-844-795-3955.

2. Certification

I declare under penalty of perjury under the laws of the United States and the state where this Claim Form is signed that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

I understand that all information provided on this Claim Form is subject to verification and that I may be asked to provide supplemental information by the Settlement Administrator before my claim will be considered complete and valid.

Signature

Printed Name

Date

Please keep a copy of your completed Claim Form for your records.

Mail your completed Claim Form to the Settlement Administrator:

In re: Workit Health, Inc.

P.O. Box 591

Baton Rouge, LA 70821

or submit your Claim online at

www.WHPrivacySettlement.com.

It is your responsibility to notify the Settlement Administrator of any changes to your contact information after you submit your Claim. You can update your contact information on the Contact page at www.WHPrivacySettlement.com.

EXHIBIT C

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

JANE DOE 1 and JANE DOE 2, *on
behalf of themselves and all others
similarly situated,*

Plaintiffs,

v.

WORKIT HEALTH, INC.,

Defendant.

Case No.: 2:23-CV-11691-LVP-DRG

Hon. Linda V. Parker

Magistrate Judge David R. Grand

[PROPOSED] ORDER GRANTING FINAL APPROVAL

WHEREAS, on September 7, 2024, a Preliminary Approval Order was entered by the Court preliminarily approving the proposed Settlement pursuant to the terms of the Parties' Settlement Agreement, and directing that Notice be given to the Settlement Class.

WHEREAS, pursuant to the notice requirements set forth in the Settlement Agreement and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement, of the right of members of the Settlement Class to object or opt-out, and of the right of members of the Settlement Class to be heard at a Final Approval Hearing to determine, *inter alia*: (i) 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 (ii) whether the

Final Approval Order and Judgment should be entered dismissing this Litigation with prejudice;

WHEREAS, Settlement Class Members were notified of their right to appear at the Final Approval Hearing held on February 6, 2025, either in support of or in opposition to the proposed Settlement, the award of attorney’s fees, costs, and expenses to Class Counsel, and requested Service Awards to the representative Plaintiffs.

NOW, THEREFORE, the Court having heard the presentation of Settlement Class Counsel and counsel for Defendant Workit Health, Inc. (“Workit”), having reviewed all of the submissions presented with respect to the proposed Settlement, having determined that the Settlement is fair, reasonable, and adequate, having considered the application for attorney’s fees, expenses, and costs made by Settlement Class Counsel and the application for Service Awards to the named Plaintiffs, and having reviewed the materials in support thereof, and good cause appearing:

THIS COURT FINDS AND ORDERS AS FOLLOWS:

1. This Final Approval Order hereby incorporates by reference the definitions in the Settlement Agreement and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes only of the settlement of the Released Claims as to the Released Parties set forth in the Parties' Class Action Settlement Agreement and Release (the "Settlement" or "Settlement Agreement"), the Court hereby finally certifies the Settlement Class, as defined in the Court's September 7, 2024 Preliminary Approval Order. ECF No. 14.

3. Based on the record, the Court reconfirms the applicable provisions of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for purposes only of the Settlement. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all the applicable requirements of Fed. R. Civ. P. 23(a) and (b)(3).

4. The Court hereby finds, in the specific context of this Settlement, that:
- a. the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, Fed. R. Civ. P. 23(a)(1);
 - b. common questions of law and fact exist with regard to the Settlement Class, Fed. R. Civ. P. 23(a)(2);
 - c. Plaintiffs' claims in this Litigation are typical of those of Settlement Class Members, Fed. R. Civ. P. 23(a)(3); and
 - d. Plaintiffs' interests do not conflict with, and are coextensive with, those of absent Settlement Class Members, all of whose claims arise from the identical factual predicate, and Plaintiffs

and Class Counsel have adequately represented the interests of all Settlement Class Members, Fed. R. Civ. P. 23(a)(4).

5. The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. Fed. R. Civ. P. 23(b)(3).

6. This Court has personal jurisdiction over Plaintiffs, Defendant (in this Litigation only and for purposes of this Settlement), and all Settlement Class Members and subject matter jurisdiction over the Litigation to approve the Settlement Agreement and all exhibits attached thereto under 28 U.S.C. § 1332(d)(2).

7. The Court finds that the Class Notice, Settlement Website, and notice plan implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order:

- a. constituted the best practicable notice;
- b. constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Litigation, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Final Approval Hearing, of Plaintiffs Counsel's application

- for an award of attorneys' fee and expenses, and of Plaintiffs' application for a Service Award associated with the Litigation;
- c. provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and
- d. met all applicable requirements of Federal Rule of Civil Procedure 23, due process, and any other applicable rules or law.

8. The Settlement Class, which will be bound by this Final Approval Order, shall include all members of the Settlement Class who did not submit timely and valid requests to be excluded from the Settlement Class. There are no objections and no requests for exclusion (*i.e.*, opt-outs) to the Settlement.

9. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement.

10. This Court finds that the Settlement meets all requirements of Rule 23(e) of the Federal Rules of Civil Procedure and is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including Plaintiffs.

11. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, that Class Counsel and Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement, that the relief provided for the Settlement Class is

adequate, and that the Settlement Agreement treats Settlement Class Members equitably relative to each other.

12. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all its terms and provisions.

13. Without affecting the finality of the Final Approval Order for purposes of appeal, the Court reserves exclusive jurisdiction over the implementation and enforcement of the Settlement Agreement and the Settlement contemplated thereby and over the enforcement of this Final Approval Order. The Court also retains exclusive jurisdiction over the Settlement, the Settlement Agreement, enforcement of Court orders relating to the Settlement and the Settlement Agreement, and the administration and consummation of the Settlement.

14. In addition, without affecting the finality of this Final Approval Order, Plaintiffs, Workit, and the Settlement Class hereby irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the Eastern District of Michigan for any suit, action, proceeding, or dispute arising out of or relating to this Final Approval Order or the Settlement Agreement. Any disputes involving Plaintiffs, Defendant, or Settlement Class Members concerning the implementation of the Settlement Agreement shall be submitted to the Court.

15. The Court hereby confirms the appointment of Nicholas A. Coulson and David S. Almeida as Class Counsel.

16. The Court hereby confirms the appointment of Plaintiffs Jane Doe 1 and Jane Doe 2 as representatives of the Settlement class.

17. The Court hereby confirms the appointment of EisnerAmper as Settlement Administrator.

18. The Court hereby approves the Releasing Persons' release of their Released Class Claims as set forth in the Settlement Agreement and this Final Approval Order as of the Effective Date.

19. As of the Effective Date as defined in the Settlement Agreement, the release set forth in the Settlement Agreement shall be binding upon Plaintiffs, the Settlement Class, and the Releasing Persons' as to Workit and the Released Persons.

20. The Court declares that the Settlement Agreement and the Final Approval Order shall be binding on and shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings against Workit involving Released Class Claims.

21. The Court permanently bars and enjoins Releasing Persons from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against Workit or any of the Released Persons

based on the Released Class Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against Workit or any of the Released Persons based on the Released Class Claims; or (c) organizing Settlement Class Members into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against Workit or any of the Released Persons based on the Released Class Claims.

22. Neither the Settlement Agreement (nor its exhibits), whether or not it shall become final, nor any negotiations, documents exchanged among Class Counsel and Workit in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any statute or law or of any liability or wrongdoing by Workit or any Released Person; (b) the truth of any of the claims or allegations alleged in the Litigation; (c) the inurrence of any damage, loss, or injury by any person; or (d) the propriety of certification of a class other than solely for purposes of the Settlement.

Further, the Settlement negotiations, including any documents exchanged among Class Counsel and Workit and any discussions associated with them, may not be discoverable, offered or received in evidence, or used directly or indirectly, in any way, whether in this Litigation or in any other action or proceeding of any nature, by any person, except if warranted by existing law in connection with a dispute under the Settlement Agreement or an action (including this Litigation) in which the Settlement Agreement is asserted as a defense.

23. The Parties, without the need for approval from the Court, may adopt such amendments, modifications, and expansions of the Settlement Agreement and all exhibits thereto as (i) shall be consistent in all material respects with the Final Approval Order; and (ii) do not limit the rights of Settlement Class Members.

24. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Class Counsel, Workit's Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided herein or upon Court Order for good cause shown.

25. The Claim Form and Release referenced in the Settlement Agreement and Exhibit A thereto is approved as fair, reasonable, and adequate.

26. Class Counsel's request for attorneys' fees and expenses and Plaintiffs' applications for Service Awards, which was not opposed by Defendant, is granted.

IT IS SO ORDERED.

Dated: _____

The Honorable Linda V. Parker
United States District Court Judge

EXHIBIT D

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

JANE DOE 1 and JANE DOE 2, *on
behalf of themselves and all others
similarly situated,*

Plaintiffs,

v.

WORKIT HEALTH, INC.,

Defendant.

Case No.: 2:23-CV-11691-LVP-DRG

Hon. Linda V. Parker

Magistrate Judge David R. Grand

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL

After conducting a final approval hearing on February 6, 2025, the Court granted Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement with Workit Health, Inc. ("Workit"), and Plaintiffs' Unopposed Motion for Award of Attorneys' Fees, Reimbursement of and Costs and Expenses, and Incentive Awards. Judgment is hereby **ENTERED**.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Final Judgment hereby incorporates by reference the definitions in the Class Action Settlement Agreement and Release with Workit (the "Settlement Agreement"), and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. The Court finds that it has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2) to enter this Final Judgment and that it has personal jurisdiction over Plaintiffs, Workit (in this Litigation only and for purposes of this Settlement), and all Settlement Class Members.

3. Upon the Settlement Agreement becoming effective in accordance with its terms, all the following claims shall be released. Specifically, per Section XV of the Settlement Agreement:

On the Effective Date and in consideration of the promises and covenants set forth in this Settlement Agreement, each Settlement Class Member will be deemed to have fully, finally, and forever completely released, relinquished, and discharged the Released Persons from any and all past and present claims, counterclaims, lawsuits, set-offs, costs, expenses, attorneys' fees and costs, losses, rights, demands, charges, complaints, actions, suits, causes of action, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, known, unknown, or capable of being known, in law or equity, fixed or contingent, accrued or unaccrued and matured or not matured that arise out of or are connected to the Litigation, or that were or could have been asserted in the Litigation, or that relate to, concern or arise out of Defendant's implementation and use of the Third-Party Technologies, including Meta Pixel and Google Analytics, that may have led to any Third-Party Disclosure. The Settlement Class Release shall be included as part of the Final Approval Order so that all claims released thereby shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion. The Released Class Claims shall constitute and may be pled as a complete defense to any proceeding arising from, relating to, or filed in connection with the Released Class Claims.

4. The Litigation and all Released Class Claims against Workit and the Released Persons are hereby dismissed with prejudice and without fees or costs, other than as specified in the Settlement Agreement, including those costs of Notice and administration; Service Awards to the Class Representatives; and Attorneys' Fees and Expenses Award.

5. The Court, finding no just reason for delay, directs pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that the judgment of dismissal as to Workit shall be final and entered forthwith.

SO ORDERED this _____ day of _____, _____.

HON. LINDA V. PARKER
United States District Court Judge