

District Court of Clark County, Nevada

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

W.M.F. & Matthew Marden v. LifeMD, Inc., Case No. A-24-906800-C

IF YOU ARE A UNITED STATES RESIDENT AND ARE OR WERE A MEMBER OF LIFEMD OR REXMD OR ORDERED OR PURCHASED PRODUCTS FROM LIFEMD OR REXMD, YOU MAY BE ENTITLED TO BENEFITS IN A CLASS ACTION SETTLEMENT.

A State Court authorized this Notice. This is not a solicitation from a lawyer.

**THIS IS A NOTICE OF A 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.

- A settlement has been proposed to end a class action lawsuit against LifeMD, Inc., doing business as REX MD (hereinafter “Defendant” or “LifeMD” or “RexMD”). The lawsuit alleges that Defendant installed tracking technologies, including pixels (“Tracking Tools”) on its websites, including but not limited to <https://rexmd.com/> and <https://lifemd.com/> (“Websites”) and that those Tracking Tools potentially disclosed individually identifiable health information (“IIHI”) and protected health information (“PHI”) (referred to herein collectively as “Private Information”) of visitors to and users of (“Class Members”) its Websites to unauthorized third parties including, but not limited to, Meta Platforms, Inc. d/b/a Meta (referred to herein as “Facebook”), Google LLC and TikTok Inc.. While LifeMD denies the allegations, the parties in the lawsuit have agreed to settle the lawsuit to resolve the claims of a Settlement Class defined as follows:

All persons residing in the United States that are or were members of LifeMD or RexMD or who ordered or purchased products from LifeMD or RexMD through the effective date of this Settlement Agreement and whose Private Information was allegedly disclosed to a third party through the use of Tracking Tools on Defendant’s Websites.

- The Court has scheduled a final approval hearing for **September 30, 2025 at 9:00 A.M. PT.** If the settlement is approved and becomes final, you will receive settlement benefits only if (1) you are a member of the Settlement Class and (2) you submit a valid claim form before **September 22, 2025**. Even if you do not submit a claim form, your rights will be affected if you are a member of the Settlement Class and you do not exclude yourself from the settlement. Read below or call 1-888-850-2224 for more information.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM:

Deadline: September 22, 2025

If you submit a Claim Form by **September 22, 2025**, you **may** receive a \$10.00 cash payment or a \$25.00 voucher for Defendant’s services or products as detailed in Response #7.

You must timely submit a Claim Form either via U.S. mail or online to receive Settlement benefits under this Settlement.

QUESTIONS? CALL 1-888-850-2224 OR VISIT WWW.LIFEMDSETTLEMENT.COM

EXCLUDE YOURSELF FROM THE SETTLEMENT Deadline: September 22, 2025	You will receive no benefits, but you will retain any legal claims you may have against LifeMD.
OBJECT TO THE SETTLEMENT Deadline: September 22, 2025	Write the Court, Class Counsel and Defense Counsel with reasons why you do not agree with the Settlement.
GO TO THE FAIRNESS HEARING Deadline: September 30, 2025	If you do not exclude yourself from the Settlement, you may ask to speak in Court about the fairness of the Settlement. You do not need to attend the hearing to receive Settlement benefits.
DO NOTHING	Stay in this lawsuit. Get no benefit. Give up certain rights. By doing nothing, you will not get a benefit from the Settlement. But, you will give up any right to sue LifeMD separately about the same legal claims in this lawsuit.

1. What is this Notice?

This is a Court-authorized Notice of a proposed Settlement of a class action, *W.M.F. & Matthew Marden v. LifeMD, Inc.*, Case No. A-24-906800-C, filed in the District Court of Clark County, Nevada. The individuals who sued are called the “Plaintiffs” or “Settlement Class Representatives” and the company they sued, LifeMD, Inc., doing business as REX MD, is known as the “Defendant”, “LifeMD”, or “RexMD” in this case.

The Court has certified the Settlement Class (defined below in Response #6) and has granted preliminary approval of the Settlement Agreement. This Notice explains the nature of the class action lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of Settlement Class Members. Please read the instructions and explanations below carefully so that you can better understand your legal rights.

2. Why did I receive a Notice?

You may have received a Notice because you were identified as a resident of the United States that is or was a member of LifeMD or RexMD or who ordered or purchased products from LifeMD or RexMD through the effective date of this Settlement Agreement and whose Private Information was allegedly disclosed to a third party through the use of Tracking Tools on Defendant’s Websites.

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3. What is this lawsuit about?

Plaintiffs allege that Defendant installed tracking technologies, including pixels (“Tracking Tools”) on its websites, including but not limited to <https://rexmd.com/> and <https://lifemd.com/> (“Websites”) and that those Tracking Tools potentially disclosed individually identifiable health information (“IIHI”) and protected health information (“PHI”) (referred to herein collectively as “Private Information”) of visitors to and users of (“Class Members”) its Website to unauthorized third parties including, but not limited to, Meta Platforms, Inc. d/b/a Meta (referred to herein as “Facebook”), Google LLC and TikTok Inc. Plaintiffs allege that Defendant’s implementation and usage of such Tracking Tools allegedly resulted in the invasion of Plaintiffs’ and Settlement Class Members’ privacy and other alleged common law and statutory violations. Defendant has denied and continues to deny each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or which could have been asserted in this Action. Further, the Court overseeing the Action has not determined that LifeMD did anything wrong.

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. 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 issues for all Settlement Class Members, except for those who exclude themselves from the Settlement.

5. Why is there a Settlement?

To avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, the Parties reached a Settlement that resolves all claims brought on behalf of the Settlement Class. If finally approved by the Court, the Settlement Agreement requires Defendant to provide compensation to certain Settlement Class Members who submit valid and timely Claim Forms. The Settlement is not an admission of wrongdoing by Defendant.

The Court overseeing this litigation must give final approval to the Settlement Agreement before it can become effective. The Court has preliminarily approved the Settlement Agreement so that Settlement Class Members may be given notice and the opportunity to exclude themselves from the Settlement Class or to voice their support for or opposition to final approval of the Settlement Agreement. If the Court does not finally approve 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.

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

You are a Settlement Class Member if you are an individual residing in the United States that is or was a member of LifeMD or RexMD or who ordered or purchased products from LifeMD or RexMD through the effective date of this Settlement Agreement and whose Private Information was allegedly disclosed to a third party through the use of Tracking Tools on Defendant's Websites.

Excluded from the Settlement Class are: (i) Defendant or any related entities and their officers and directors; (ii) all Settlement Class Members who timely and validly request exclusion from the Settlement Class and (iii) any members of the judiciary who are or have presided over the instant Action and members of their families and staffs.

YOUR BENEFITS UNDER THE SETTLEMENT

7. What can I get from the Settlement?

Settlement Benefits. Settlement Class Members who submit a valid, complete, and timely Claim Form are eligible to receive one of **either** (1) a \$10 cash payment **or** (2) a \$25 voucher for the purchase of any of Defendant's services or products.

Voucher notice shall be sent via email and shall remain valid for two years from the date of issuance. The Voucher will be credited to recipient's account and the credit may be used towards the purchase of any product or service offered by Defendant.

Business Practice Changes. Defendant agrees to implement a third-party consent service to enhance consent management on its Website for no less than two years from the Effective Date. Costs associated with these business practice changes will be paid by Defendant.

*****To receive Settlement benefits, you must submit a Claim Form by September 22, 2025*****

8. How do I get a payment?

Complete a Claim Form by **September 22, 2025**. This is the only way to get a benefit from the Settlement. Settlement Class Members who qualify for cash compensation may choose to receive electronic payments or paper checks.

Once completed, the Claim Form can be submitted electronically on the Settlement Website, www.LifeMDSettlement.com, or printed and mailed to the following address:

LifeMD Settlement Administrator
PO Box 3137
Baton Rouge, LA 70821

QUESTIONS? CALL 1-888-850-2224 OR VISIT WWW.LIFEMDSETTLEMENT.COM

Mailed Claim Forms must be postmarked by **September 22, 2025**. Each Settlement Class Member is entitled to submit only one claim form. If you submit a Claim Form through the Settlement Website, please do not submit a duplicate Claim Form by mail, and vice versa. Duplicate Claim Forms will be rejected.

9. When will I receive the benefits?

If you timely submit a valid Claim Form for Settlement benefits and the Settlement is finally approved, you will receive a benefit in the amount approved by the Settlement Administrator after the Settlement Administrator processes your Claim Form. You will receive any benefit after the Settlement is final and has become effective.

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

By staying in the Settlement Class, all the Court's orders will apply to you and will bind you. You also give Defendant a "release," which means you cannot sue or be part of any other lawsuit or other legal action against Defendant about or arising from the claims or issues in this lawsuit and as detailed in the Settlement Agreement.

The precise terms of the release are in the Settlement Agreement, which is available in the Documents section of 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 the attorneys 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.

11. What happens if I do nothing at all?

By doing nothing, you are staying in the Settlement Class, but you are giving up the ability to get a benefit from the Settlement. To receive a benefit you must submit a Claim Form by **September 22, 2025**. By doing nothing or submitting a Claim Form, you are choosing to stay in the Settlement Class and, if the Settlement becomes final, you give up any right to sue the Defendant separately about the same issues in this lawsuit. See Response #10.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want to remain in the Settlement, but you want to preserve your legal claims against Defendant, then you must take steps to exclude yourself from this Settlement.

12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send an opt-out request by mail stating that you want to be excluded from *W.M.F. & Matthew Marden v. LifeMD, Inc.*, Case No. A-24-906800-C, to the Settlement Administrator. Your opt-out request must include: (1) your full name and address; (2) a statement that you want

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to be excluded from the Settlement Class; and (3) your signature. You must mail your opt-out request, **postmarked no later than September 22, 2025** to:

LifeMD Settlement Administrator
PO Box 3137
Baton Rouge, LA 70821

13. 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 Defendant over the claims raised in the Action.

OBJECTING TO THE SETTLEMENT

14. 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 Action; (ii) the objector's full name, address, email address, and telephone number; (iii) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (iv) all grounds for the objection, accompanied by any legal support for the objection; (v) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the fee application, or the application for Service Award; (vi) the identity of all counsel representing the objector who will appear at the Fairness Hearing; (vii) any and all agreements that relate to the objection or the process of objecting, whether written or verbal, between objector or objector's counsel and any other person or entity; (viii) a list of any persons who will be called to testify at the Fairness Hearing in support of the objection; (ix) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and (x) the objector's signature on the written objection (an attorney's signature is not sufficient). If you file a timely written objection, you may, but are not required to, appear at the Fairness 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. Any written objection to the Settlement must be (i) submitted to the Court by filing the written objection through the Court's Case Management/Electronic Case Files ("CM/ECF") system or by mailing the written objection to the Clerk of Court or by filing the written objection in person at any location of the Court and (ii) mailed first class postage prepaid to Class Counsel and Defendant's counsel and filed or postmarked by **no later than the September 22, 2025**.

<u>Plaintiffs Counsel</u>	<u>Defense Counsel</u>	<u>Clerk of Court</u>
David S. Almeida Almeida Law Group LLC 849 W. Webster Avenue Chicago, Illinois 60614	Tammy Webb Shook, Hardy & Bacon LLP 555 Mission Street, Suite 2300 San Francisco, CA 94105	Clark County Clerk of Court 601 North Pecos Road 1st Floor Las Vegas, Nevada 89101
and	and	
Nicholas A. Migliaccio Migliaccio & Rathod LLP 412 H Street NE Washington, DC 20002	Daniel Rohner Shook, Hardy & Bacon LLP 1660 17 th Street, Suite 450 Denver, CO 80202	

THE LAWYERS REPRESENTING THE SETTLEMENT CLASS

15. Do I have a lawyer in this case?

The Court has appointed David S. Almeida of Almeida Law Group LLC and Nicholas A. Migliaccio and Jason Rathod of Migliaccio & Rathod LLP to represent the Settlement Class as Settlement Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

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

Settlement Class Counsel will ask the Court to approve an Attorneys' Fee and Expense award of no more than \$750,000.00. Settlement Class Counsel will also request a service award of \$2,500.00 for each Class Representative. Defendant will pay the Court-approved Attorneys' Fees and Service Awards separately from the Settlement benefits for the Settlement Class described above.

The Application for Attorneys' Fees and Expenses and Service Awards will be posted on the Settlement Website after it is filed.

THE FAIRNESS 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.

17. Where and when is the Fairness Hearing?

The Court has already preliminarily approved the Settlement Agreement. The Court will hold the Fairness Hearing on **September 30, 2025 at 9:00 A.M. PT** in the courtroom of the Honorable Jennifer Schwartz, Courtroom 03E, which is located in the Regional Justice Center, 200 Lewis Ave., Las Vegas, NV 89155. The purpose of the hearing will be for the Court to: (a) enter the Final Approval Order and Final Judgment and dismissing the Action

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with prejudice; (b) determine whether the Settlement should be approved as fair, reasonable, and adequate; (c) rule upon an application for the Service Award by the Plaintiff; (d) rule upon an application by Settlement Class Counsel for Attorneys' Fees and Expenses; and (e) enter any final order awarding Attorneys' Fees and Expenses and Service Award.

YOU ARE **NOT** REQUIRED TO ATTEND THE FAIRNESS HEARING TO RECEIVE BENEFITS FROM THIS SETTLEMENT.

Please be aware that the hearing may be postponed to a later date without notice.

18. May I speak at the hearing?

If you are a Settlement Class Member and have not opted out of the Settlement, you may ask the Court for permission to speak at the Fairness Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement Class.

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.LifeMDSettlement.com

If you have any questions or need to change your address, you can contact the Settlement Administrator online at www.LifeMDSettlement.com or by mail at:

LifeMD Settlement Administrator
PO Box 3137
Baton Rouge, LA 70821

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO
THE CLERK OF COURT, THE JUDGE, OR DEFENDANT'S COUNSEL.**

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