


CLERK OF THE COURT

Michael Kind, Esq.
Nevada Bar No.: 13903
KIND LAW
5071 N. Rainbow Blvd., Suite 110
Las Vegas, NV 89130
Tel: (702) 337-2322
Fax: (702) 329-5881
mk@kindlaw.com

Nicholas Miglaccio (*admitted pro hac vice*)
Jason Rathod (*admitted pro hac vice*)
MIGLIACCIO & RATHOD LLP
412 H St. NE
Washington, DC 20002
Tel: (202) 470-3520
Fax: (202) 800-2730
nmiglaccio@classlawdc.com
jrathod@classlawdc.com

David S. Almeida (*admitted pro hac vice*)
ALMEIDA LAW GROUP LLC
849 W. Webster Avenue
Chicago, Illinois 60614
Tel: (708) 529-5418
david@almeidalawgroup.com

Attorneys for Plaintiffs and the Settlement Class

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

W.M.F. and MATTHEW MARDEN, *individually
and on behalf of all others similarly situated,*

Plaintiffs,

v.

LIFEMD, INC., a Delaware corporation,

Defendant.

Case No.: A-24-906800-C

Dept. No.: 17

CLASS ACTION

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

The Court, having held a Final Approval Hearing on September 30, 2025, at 9:00 a.m., and having considered all matters submitted to it at the Final Approval Hearing and otherwise, and finding no just reason for delay in entry of this Final Approval Order (the “Order”) and good cause appearing

therefor, and having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over all the Parties and each of the Class Members. Venue is proper in this Court.

2. This Order incorporates and makes a part hereof: (a) the Class Action Settlement Agreement, dated April 29, 2025, including the definitions in the Settlement Agreement and (b) the Notices attached as Exhibits thereto, respectively, all of which were filed with the Court on April 30, 2025. All capitalized terms used in this Order have the same meaning as set forth in the Settlement Agreement, unless otherwise defined herein.

3. Certification of the Settlement Class for Purposes of Settlement. Pursuant to Rule 23 of the Nevada Rules of Civil Procedure, this Court certifies, solely for purposes of effectuating the Settlement, this Action as a class action on behalf of the Settlement Class defined as: “All persons residing in the United States whose Private Information was disclosed to a third party without authorization or consent through the Pixels and other tracking technologies on Defendant’s Website.” 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.

4. Class Representatives. The Court hereby confirms the appointment of Plaintiffs W.M.F. and Matthew Marden as representatives of the Settlement Class pursuant to Rule 23 of the Nevada Rules of Civil Procedure.

5. Class Counsel. The Court hereby confirms the appointment of Nicholas A. Migliaccio and Jason S. Rathod of Migliaccio & Rathod LLP and David S. Almeida of Almeida Law Group LLC as Settlement Class Counsel pursuant to Rule 23 of the Nevada Rules of Civil Procedure.

6. Class Notice. The Court finds that the dissemination of Notice to Settlement Class

Members: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of (i) the pendency of the Action; (ii) their right to submit a claim (where applicable) by submitting a Claim Form; (iii) their right to exclude themselves from the Settlement Class; (iv) the effect of the proposed Settlement (including the releases to be provided thereunder); (v) Class Counsel's motion for an Award of Fees and Costs and for Service Awards to the Class Representative; (vi) the right to object to any aspect of the Settlement, and/or Class Counsel's motion for Service Awards to the Class Representative and for a Fee and Cost Award; and (vii) their right to appear at the Fairness Hearing; (d) constituted due, adequate, and sufficient notice to all natural persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Nevada Rules of Civil Procedure, the Constitution of the United States (including the Due Process Clause), the Constitution of the State of Nevada, and all other applicable laws and rules.

7. Objections. Class Members had the opportunity to file objections. The deadline for submitting objections has passed and none have been filed.

8. Opt-Outs. Five opt-outs or exclusions were received by the deadline.

9. Final Settlement Approval and Dismissal of Claims. Pursuant to, and in accordance with, Rule 23 of the Nevada Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Settlement Agreement in all respects (including, without limitation: the consideration provided for in the Settlement; the releases provided for therein; and the dismissal with prejudice of the claims asserted against Defendant in the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Settlement Class. The Court finds that (a) the Class Representative and Class Counsel have adequately represented the Settlement Class; (b) the Settlement was negotiated at arm's length; (c) the relief provided for the Settlement Class is fair, reasonable, and adequate taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Settlement Class, including the method of processing Class Member claims; (iii) the terms of the proposed award of attorneys' fees and reimbursement of

costs and other expenses, as well as the Service Awards to the Class Representatives; and (d) the Settlement treats Class Members equitably relative to each other. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Settlement Agreement.

10. Dismissal with Prejudice. The Action is hereby dismissed with prejudice as to Defendant. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Settlement Agreement and in this Order.

11. Binding Effect. The terms of the Settlement Agreement and of this Order shall be forever binding on Defendant, Plaintiff, and all Class Members (regardless of whether or not any individual Class Member submits a Claim Form, seeks or obtains a Settlement benefit, or has objected to the Settlement), as well as their respective successors and assigns.

12. Releases. The releases set forth in Section XI of the Settlement Agreement are expressly incorporated herein in all respects. The releases are effective as of the Effective Date. Accordingly, this Court orders, without further action by anyone, upon the Effective Date of the Settlement, and as provided in the Settlement Agreement, that Plaintiffs and each and every member of the Settlement Class that has not opted out of the settlement shall have released the Released Claims against the Released Parties. Notwithstanding the foregoing, nothing in this Order shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement or this Order.

13. Future Prosecutions Barred. Plaintiffs and all Class Members are hereby barred and permanently enjoined from instituting, asserting, or prosecuting any or all of the Released Claims against any of the Released Parties.

14. No Admission of Liability. The Court hereby decrees that the Settlement, this Order, and the fact of the Settlement do not constitute admissions or concessions by Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever, or an admission of the appropriateness of class certification for trial or dispositive motion practice. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Action. Nothing relating to the Settlement shall be offered or received in evidence as an admission, concession, presumption or

1 inference against Defendant or any of the Released Parties in any proceeding, other than such
2 proceedings as may be necessary to consummate or enforce the Settlement Agreement or to support a
3 defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment
4 bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense.

5 15. Attorneys' Fees and Expenses. Class Counsel are awarded attorneys' fees in the
6 amount of \$750,000, inclusive of any costs and expenses of the Action, and such amounts shall be paid
7 by the Settlement Administrator pursuant to and consistent with the terms of the Settlement.

8 16. Service Awards. The Class Representatives are awarded Service Awards in the amount
9 of \$2,500 each, and such amount shall be paid by the Settlement Administrator pursuant to and
10 consistent with the terms of the Settlement Agreement.

11 17. Modification of the Agreement of Settlement. Without further approval from the Court,
12 Plaintiffs, by and through Class Counsel, and Defendant are hereby authorized to agree to and adopt such
13 amendments or modifications of the Settlement Agreement or any exhibits attached thereto to effectuate
14 the Settlement that: (a) are not materially inconsistent with this Order; and (b) do not materially limit the
15 rights of members of the Settlement Class in connection with the Settlement. Without further order of the
16 Court, Plaintiff, by and through Class Counsel, and Defendant may agree to reasonable extensions of
17 time to carry out any of the provisions of the Settlement Agreement.

18 18. Retention of Jurisdiction. Without affecting the finality of this Order in any way, the
19 Court hereby retains and reserves jurisdiction over: (a) implementation of this Settlement and any
20 distributions pursuant to the Settlement; (b) the Action, until the Effective Date and until each and every
21 act agreed to be performed by the Parties shall have been performed pursuant to the terms and conditions
22 of the Settlement Agreement, including the exhibits appended thereto; and (c) all Parties, for the purpose
23 of interpreting, implementing, and enforcing the settlement embodied in the Settlement Agreement.

24 19. Termination of Settlement. If the Settlement is terminated as provided in the Settlement
25 Agreement or the Effective Date of the Settlement otherwise fails to occur, this Order shall be vacated,
26 rendered null and void and be of no further force and effect, except as otherwise provided by the
27 Settlement Agreement, and this Order shall be without prejudice to the rights of Plaintiff, Class
28

1 Members, and Defendant, and the Parties shall be deemed to have reverted *nunc pro tunc* to their
2 respective litigation positions in the Action immediately prior to the execution of the Settlement
3 Agreement.

4
5 DATED this 30th day of September 2025.

6
7 **IT IS SO ORDERED:**

Dated this 30th day of September, 2025

8 
9 Hon. Jennifer Schwartz

Eighth Judicial District Court, Dept. 17

496 9B7 79ED FE4B

Jennifer Schwartz
District Court Judge

10 Submitted by:

11 Dated this 30th day of September 2025.

12 **KIND LAW**

13 /s/ Michael Kind

14 Michael Kind, Esq.

5071 N. Rainbow Blvd., Suite 110

15 Las Vegas, NV 89130

16 *Attorney for Plaintiffs and the Settlement Class*

17 Approved as to form and content by:

18 Dated this 19th day of September 2025.

19 **SHOOK, HARDY & BACON, LLP**

20 /s/ Daniel E. Rohner

21 Daniel E. Rohner (admitted *pro hac vice*)

1660 17th St., STE 450

22 Denver, CO 80202

Tel: (303) 285-5302

23 drohner@shb.com

24 *Attorney for Defendant*

1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 W F, Plaintiff(s)

CASE NO: A-24-906800-C

7 vs.

DEPT. NO. Department 17

8 LifeMD Inc, Defendant(s)
9

10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 9/30/2025

15 Michael Kind

mk@kindlaw.com

16 Michael Kind

mk@kindlaw.com

17 Matthew Tripp-Cox

matthew.tripp-cox@kindlaw.com

18 Nicholas Migliaccio

nmigliaccio@classlawdc.com

19 Daniel Rohner

drohner@shb.com

20

21

22

23

24

25

26

27

28