

**IN THE CIRCUIT COURT OF THE 1ST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

ALEXANDER COHEN AND TARA HILL,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

DRUG FREE WORKPLACES, USA, LLC,

Defendant.

CASE NO.: 2024 CA 000955

DIVISION: F-CIVIL

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

Pursuant to Rule 1.220 of the Florida Rules of Civil Procedure, Plaintiffs<sup>1</sup>, individually, and on behalf of the Settlement Class, respectfully submit this Unopposed Motion for Final Approval of Class Action Settlement. In support of their Motion for Final Approval, Plaintiffs submit a Joint Declaration of Class Counsel (“Joint Dec.”), attached as ***Exhibit B***, and Declaration of the Claims Administrator, Bryn Bridley of Atticus Administration, LLC (“Admin. Dec.”), attached as ***Exhibit C***.

On October 30, 2024, the Court preliminarily approved the Settlement, which provides for substantial Settlement Class Member benefits, including (1) compensation for ordinary losses and lost time of up to \$475 per Settlement Class Member; (2) compensation for extraordinary losses of up to \$5,000 per Settlement Class Member; (3) twenty-four months of one-bureau credit monitoring services with at least \$1 million in fraud protection upon submission of a timely, Valid Claim; and (3) confirmation of systems or business practice changes to mitigate the risk of similar

---

<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, attached as ***Exhibit A***.

data incidents in the future.

Plaintiffs now move the Court for Final Approval. The Settlement meets all the criteria for Final Approval. As of the date of the filing of this motion, there have been no objections, and only one Settlement Class member has opted-out. This overwhelmingly positive response from the Settlement Class affirms the Court's initial conclusion that the Settlement is fair, reasonable, and adequate. Counsel for each side have fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and Class Counsel believe the proposed Settlement fairly resolves the Action. Joint Dec. ¶ 3. For all the reasons set forth herein, the Court should grant Final Approval of the Settlement.

## **I. INTRODUCTION AND PROCEDURAL HISTORY**

This Action concerns a data security incident involving Defendant. Between approximately March 29, 2023, and May 4, 2023, an unauthorized individual may have obtained access to information maintained by Defendant, including names and Social Security numbers. On or about October 27, 2023, Defendant began sending victims of the Data Incident, including Plaintiffs, written notice of the Data Incident.

As a result, in November 2023, Plaintiffs filed their respective class action complaints against Defendant in the U.S. District Court for the Northern District of Florida asserting various causes of action, including, but not limited, to: (1) negligence; (2) negligence per se; (3) breach of implied contract; (4) unjust enrichment; and (5) violations of the Florida Deceptive and Unfair Trade Practices Act, aiming to represent a nationwide class of impacted individuals. On January 5, 2024, the cases were consolidated under Federal Rule of Civil Procedure 42(a). Thereafter, Plaintiffs dismissed the federal action and filed the instant case.

Beginning in early 2024, the Parties began to explore settlement. After informal discovery

and arm's-length negotiations, the Parties reached a settlement in principle and thereafter negotiated the details of the Settlement Agreement. Plaintiffs filed their Motion for Preliminary Approval of Class Action Settlement on October 24, 2024. The Court entered its Order Preliminarily Approving Class Action Settlement and Certifying Settlement Class ("Preliminary Approval Order" or "PAO") on October 30, 2024.

## **II. SUMMARY OF THE SETTLEMENT**

Plaintiffs summarize the relevant terms of the Agreement and the Settlement Class Member Benefits.

### **A. Settlement Class**

The Settlement Class consists of all persons to whom Defendant sent the Data Incident Notice. Excluded from the Settlement Class are the members of the judiciary who have presided or are presiding over this matter and their families and staff. Agreement ¶ IV.1.23.

### **B. Settlement Benefits**

If approved, the Settlement provides the following monetary benefits for Settlement Class Members:

#### *Compensation for Ordinary Losses and Lost Time*

Settlement Class members who submit a Valid Claim are eligible for reimbursement for documented out-of-pocket losses caused by the Data Incident, including (without limitation) bank fees, long distance phone charges, cell phone charges (only if charged by the minute), data charges (only if charged based on the amount of data used), postage, or gasoline for local travel; and fees for credit reports ("Ordinary Losses") plus attested-to time spent responding to the Data Incident up to four hours at a rate of \$17.00 per hour ("Lost Time") that they incurred/spent between March 29, 2023 and December 4, 2024 (seven days after the Court-approved notice of settlement was

sent), up to \$475 per Settlement Class Member. *Id.* ¶ IV.2.1.

#### *Compensation for Extraordinary Losses*

In addition, Settlement Class Members who submit a Valid Claim are eligible for reimbursement for documented extraordinary losses caused by injurious misuse of their PII or fraud associated with their PII that was more likely than not caused by the Data Incident (“Extraordinary Losses”), that they incurred/spent between March 29, 2023, and December 4, 2024 (seven days after the Court-approved notice of settlement was sent), up to \$5,000 per Settlement Class Member. *Id.* ¶ IV.2.3; *see also id.* ¶ IV.2.4. Settlement Class Members seeking Extraordinary Losses must also have made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of their identity protection services or identity theft insurance, if applicable. *Id.* ¶ IV.2.3.

#### *Credit Monitoring*

All Settlement Class Members who submit a timely, Valid Claim for credit monitoring will receive 24 months of one-bureau credit monitoring services with at least \$1 million in fraud protection, with no documentation requirement. *Id.* ¶ IV.2.6.

#### *Changes to Systems or Business Practices*

Defendant has undertaken or will undertake certain systems or business practice changes to mitigate the risk of similar data incidents in the future. *Id.* ¶ IV.2.8.

### **C. Release**

In exchange for the Settlement benefits, Plaintiffs and Settlement Class Members agree to release Defendant and any Released Entity from any claims they may have related to the Data Incident. *See id.* ¶ IV.6; *see also id.* ¶¶ IV.1.21, IV.1.28. The Release is narrowly tailored to claims arising out of or relating to the Data Incident. *See id.*

#### **D. Notice Program**

On October 30, 2024, the Court granted Preliminary Approval to the Settlement and appointed Aticus Administration, LLC as the Claims Administrator. Thereafter, the Claims Administrator implemented the Notice Program. *See* Admin. Dec. ¶¶ 4-7.

On November 12-13, 2024, the Claims Administrator received data files containing records for uniquely identified Settlement Class members, including names and postal addresses, if available. *Id.* ¶ 4. Commencing on November 27, 2024, the Claims Administrator sent 33,732 Short Notices via U.S. First Class mail to identified Settlement Class members for whom an associated physical mailing address was available. *Id.* ¶ 6. The Short Notices clearly and concisely described the Settlement and the legal rights of the Settlement Class members and directed Settlement Class members to visit the Settlement Website for additional information. *Id.* Short Notices returned as undeliverable were re-mailed to any new address available through USPS forwarding address information or to better addresses that were found using a professional service for address tracing. *Id.* ¶ 7. Upon successfully locating better addresses, Short Notices were promptly re-mailed. *Id.* In total, 33,417 Short Notices or 99.07% of the postcards issued were successfully mailed. *Id.*

On November 27, 2024, the Claims Administrator established a dedicated website for the Settlement ([www.dfssettlement.com](http://www.dfssettlement.com)) for Settlement Class members to obtain detailed information about the Action and review important documents, including the Long Notice, Claim Form, Preliminary Approval Order, Settlement Agreement, Preliminary Approval Order, and once available, the Motion for Final Approval, Motion for Service Awards and Award of Attorneys' Fees and Costs, Final Approval Order, and other case-related documents. *See id.* ¶¶ 8-9. It also includes relevant dates, answers to frequently asked questions, instructions for how Settlement

Class members are able to opt-out from or object to the Settlement, contact information for the Claims Administrator, and how to obtain other case-related information. *Id.* Settlement Class Members are also able to submit a Claim Form on the Settlement Website prior to the Claims Deadline. *Id.* As of January 21, 2025, there have been 975 unique visitor sessions to the Settlement Website. *Id.*

Additionally, the Claims Administrator established a toll-free telephone number (1-888-484-4403), which provided the Settlement Website URL address and gave the opportunity to speak with a live customer support specialist during the Claims Administrator's normal business hours. *Id.* ¶ 10. As of January 21, 2025, there have been 168 calls to the toll-free telephone number. *Id.*

As of January 21, 2025, the Claims Administrator has received one valid opt-out and is aware of no objections to the Settlement. *Id.* ¶ 15.

#### **E. Claim Submission Process**

The timing of the Claim submission process was structured to ensure that all Settlement Class members had adequate time to review the terms of the Settlement, compile documents supporting their Claim, and decide whether to submit a Claim, opt out of, or object to the Settlement. *See* Joint Dec. ¶ 25. The Notices provided a detailed summary of the relevant information about the Settlement, including the Settlement Website address and how Settlement Class members could submit a Claim Form online or by mail prior to the Claims Deadline. *Id.* For all methods provided for submitting a Claim Form, Settlement Class Members were given the option of receiving a digital payment or a traditional paper check. *Id.*

The deadline for Settlement Class Members to submit a Claim Form is February 25, 2025. Admin. Dec. ¶ 11. As of January 21, 2025, the Claims Administrator has received 250 Claim Forms. *Id.* ¶ 12. Because the Claims Deadline has not yet passed, these numbers are preliminary.

*Id.* Claim Form submissions are still subject to final audits, including the full assessment of each Claim’s validity and a review for duplicate submissions. *See id.* ¶¶ 12-14. Class Counsel will update the Court at the Final Fairness Hearing, as requested, concerning the number of Claims.

#### **F. Opt-Outs and Objections**

The Objection and Opt-Out Periods end on January 27, 2025. *Id.* ¶ 15. As of January 21, 2025, one valid opt-out has been received, and no objections have been received. *Id.*

### **III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT**

In 1980, the Florida class action rule was amended to bring it in line with the federal class action rule. *Lance v. Wade*, 457 So.2d 1008, 1009 n.2 (Fla. 1984). “Because Florida’s class action rule is based upon the federal class action rule, Florida Courts may look to federal cases as persuasive authority in their interpretation of Florida’s class action rule.” *Waste Pro USA v. Vision Construction ENT, Inc.*, 282 So.3d 911 (Fla. 1st DCA 2019).

To finally approve the Settlement on a class-wide basis, the Florida Rules of Civil Procedure require notice to the Settlement Class, a fairness hearing, and this Court’s final approval. “Settlement has special importance in class actions with their notable uncertainty, difficulties of proof, and length. Settlements of complex cases contribute greatly to the efficient utilization of scarce judicial resources and achieve the speedy resolution of justice[.]” *Turner v. Gen. Elec. Co.*, No. 2:05-CV-186-FTM-99DNF, 2006 WL 2620275, at \*2 (M.D. Fla. Sept. 13, 2006) (internal quotation omitted). “There is a strong judicial policy favoring the pretrial settlement of class actions.” *Lee v. Ocwen Loan Servicing, LLC*, 2015 WL 5449813, at \*4 (S.D. Fla. Sept. 14, 2015); *see also In re U.S. Oil & Gas Litig.*, 967 2d 489, 493 (11th Cir. 1992) (“Public policy strongly favors the pretrial settlement of class action Actions”); *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) (“Particularly in class action suits, there is an overriding public interest in favor of

settlement”).<sup>2</sup>

**A. The Settlement is Fair, Reasonable, and Adequate.**

The Court previously found the Settlement to be sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class. PAO ¶ 1. At the final fairness hearing, after notice to the class and time and opportunity for absent class members to object or otherwise be heard, the Court considers whether the settlement “is fair, adequate, and reasonable and is not the product of collusion between the parties.” *Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984) (citation omitted); *Nelson v. Wakulla Cnty.*, 985 So. 2d 564, 570 (Fla. 1st DCA 2008). The court is “not called upon to determine whether the settlement reached by the parties is the best possible deal, nor whether class members will receive as much from a settlement as they might have recovered from victory at trial.” *Roubert v. Capital One Fin. Corp.*, No. 8:21-cv-2852-TPB-TGW, 2023 WL 5916714, at \*5 (M.D. Fla. Jul. 10, 2023) (quotation omitted).

The factors a trial court should consider when determining whether to approve a class action settlement include: (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable; (4) the complexity, expense, and duration of the litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of the proceedings at which the settlement was achieved. *Nelson*, 985 So. 2d at 57. The Eleventh Circuit has also identified factors used by Florida courts to evaluate settlements,<sup>3</sup> which again favor the settlement here. *See Leverso v.*

---

<sup>2</sup> “Florida’s class action rule, Rule 1.220, is based on Federal Rule of Civil Procedure 23, and this court may look to federal cases as persuasive authority in the interpretation of rule 1.220.” *Bawtinheimer v. D.R. Horton, Inc.*, 161 So. 3d 539, 540 (Fla. 5th DCA 2014).

<sup>3</sup> The factors are: (1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of plaintiffs’ success on the merits; (5) the range of



*Southtrust Bank*, 18 F.3d 1527, 1530 n.6 (11th Cir. 1994). Each of these factors favors granting Final Approval here.

### **1. The likelihood of success at trial**

While Plaintiffs and Class Counsel firmly believe Plaintiffs' claims would have resulted in class certification and favorable adjudication on the merits, Plaintiffs faced significant risks should they have continued to litigate the Action,<sup>4</sup> which include Defendant: (i) successfully moving for dismissal of Plaintiffs' claims; (ii) successfully opposing class certification; (iii) successfully appealing a class certification order; (iv) successfully prevailing on a post-certification summary judgment motion; (v) prevailing at trial; or (vi) successfully appealing a post-certification summary judgment or trial judgment. Joint Dec. ¶ 10. Moreover, even if the class were certified and prevailed on the merits, it would still take years to litigate the Action through trial and the various appeals (e.g., the class certification order and final judgment). *Id.* ¶ 13. The Settlement

---

possible recovery; and (6) the opinions of the class counsel, class representatives, and the substance and amount of opposition to the settlement. *See Leverso*, 18 F.3d at 1530 n.6.

<sup>4</sup> "Data breach cases . . . are particularly risky, expensive and complex" due at least in part to the cutting-edge, innovative nature of data breach litigation and the rapidly evolving law. *Gordon v. Chipotle Mexican Grill, Inc.*, No. 17-cv-01415- CMA-SKC, 2019 WL 6972701, at \*1 (D. Colo. Dec. 16, 2019); *see also In re Wawa, Inc. Data Sec. Litig.*, No. 19-6019, 2024 WL 1557366, at \*20 (E.D. Pa. April 9, 2024) ("Data breach litigation is inherently complex."); *In re Equifax Inc. Customer Data Sec. Breach Litig.*, No. 17-MD-2800, 2020 WL 256132, \*15 (N.D. Ga. Mar. 17, 2020) (in data breach "[t]he law . . . remains uncertain and the applicable legal principles have continued to evolve"). For these reasons, data breach cases like this one have been dismissed at the pleading stage and generally face substantial class certification hurdles. *See, e.g., In re Blackbaud, Inc., Customer Data Breach Litigation*, No. 3:20-mn-02972-JFA, 2024 WL 21555221 (D.S.C. May 14, 2024) (denying class certification in a data breach action after concluding proposed class and sub-classes were not ascertainable); *In re TD Ameritrade Account Holder Litig.*, No. C 07-2852 SBA, 2011 WL 4079226, at \*14 (N.D. Cal. Sep. 13, 2011) ("many [data breach class actions] have been dismissed at the pleading stage."); *In re TJX Cos. Retail Sec. Breach Litig.*, 246 F.R.D. 389 (D. Mass. 2007) (denying class certification in cybersecurity incident class action litigation). Maintaining class certification is often an equally challenging hurdle. *See e.g., Marriott Int'l Inc. Customer Data Sec. Breach Litig.*, 78 F.4th 677 (4th Cir. Aug. 18, 2023) (decertifying classes).

eliminates all of those risks and the years of delays by getting the Settlement Class Members their money now. *See id.*; *see also id.* ¶ 15.

Thus, the uncertainty of a trial and the expense and delay of prolonged litigation weigh in favor of a finding that the Settlement is fair, reasonable, and adequate. *See In re the Home Depot, Inc., Cust. Data Sec. Breach Litig.*, No. 1:14-md-02583, 2016 WL 6902351, at \*6 (N.D. Ga. Aug. 23, 2016) (“[I]t is unclear whether future recovery at trial could achieve more than the relief made available in the Settlement. The early settlement of this case benefits the Settlement Class and weighs strongly in favor of final approval.”); *Bennett v. Behring Corp.*, 96 F.R.D. 343, 349–50 (S.D. Fla. 1982) (stating that it would have been “unwise [for plaintiffs] to risk the substantial benefits which the settlement confers . . . to the vagaries of a trial”), *aff’d*, 737 F.2d 982 (11th Cir. 1984).

**2. The range of possible recovery and the point over or below the range of possible recovery at which a settlement is fair, adequate, and reasonable.**

In determining whether a settlement is fair given the potential range of recovery, the Court should be guided by “the fact that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate.” *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 542 (S.D. Fla. 1988), *aff’d*, 899 F.2d 21 (11th Cir. 1990). Indeed, “[a] settlement can be satisfying even if it amounts to a hundredth or even a thousandth of a single percent of the potential recovery.” *Id.* This is because a settlement must be evaluated “in light of the attendant risks with litigation.” *Thompson v. Metropolitan Life Ins. Co.*, 216 F.R.D. 55, 64 (S.D.N.Y. 2003); *see also Bennett*, 737 F.2d at 986 (“[C]ompromise is the essence of settlement.”).

The risk of establishing damages in this Action was not insignificant. Joint Dec. ¶ 12. Indeed, there was no assurance that a jury or the Court would have found in favor of the Settlement Class and awarded the full amounts claimed as owed. *Id.* *See, e.g., Southern Independent Bank v.*

*Fred's, Inc.*, No. 2:15-CV-799-WKW, 2019 WL 1179396, at \*8 (M.D. Ala. Mar. 13, 2019) (ruling under *Daubert* that causation not satisfied for class certification purposes in data breach action). Indeed, the damages methodologies, while theoretically sound in Plaintiffs' view, remain untested in a disputed class certification setting and unproven in front of a jury.

Class Counsel vigorously litigated this Action and believe the Settlement is in the best interest of the Settlement Class. Joint Dec. ¶ 16. The Settlement offers substantial Settlement Class Member Benefits that favorably compare with similar data breach class actions. These benefits include reimbursement for Ordinary Losses of up to \$475 per Settlement Class Member, reimbursement for Extraordinary Losses of up to \$5,000 per Settlement Class Member, and twenty-four months of one-bureau credit monitoring services with at least \$1 million in fraud protection, as well as assurances that Defendant has enhanced its cybersecurity practices. Agreement ¶¶ IV.2.1-8. These benefits are similar to those in many data breach class actions. *See, e.g., Baksh v. IvyRehab Network, Inc.*, No. 7:20-cv-01845 (S.D.N.Y.) (reimbursing out-of-pocket expenses up to \$75 and \$20 for lost time, capped at \$75,000 in the aggregate, credit monitoring, and data security enhancements); *Rutledge v. Saint Francis Healthcare Sys.*, No. 1:20-cv-00013-SPC (E.D. Mo.) (reimbursing out-of-pocket expenses and lost time up to \$180, credit monitoring, and data security enhancements); *Chacon v. Nebraska Medicine*, No. 8:21-cv-00070 (D. Neb.) (reimbursing ordinary expenses up to \$300, extraordinary expenses up to \$3,000, credit monitoring, and data security enhancements).

The Settlement will provide certain, substantial, and immediate relief to the Settlement Class. Joint Dec. ¶ 15. It ensures that Settlement Class Members with Valid Claims will receive guaranteed compensation now, provides Settlement Class Members with access to Settlement benefits that may not have been available at trial, and confirms Defendant has taken security

measures to protect data that may remain in its possession. *Id.* Accordingly, the Court should find the Settlement is fair, adequate, and reasonable and within the range of possible recovery.

### **3. The complexity, expense and duration of litigation**

Given the “particularly risky, expensive and complex” nature of data breach cases, *see supra* n.4, litigating these claims further would have undoubtedly proven difficult and consumed even more significant time, money, and judicial resources. Even if Plaintiffs ultimately prevailed in the Action, that success would likely benefit the class only after years of trial and appellate proceedings and substantial expense to both sides. Joint Dec. ¶ 22; *Lee*, 2015 WL 5449813, at \*9 (citing *In re Oil Spill by Oil Rig Deepwater Horizon in Gulf of Mex.*, 910 F. Supp. 2d 891, 932 (E.D. La. 2012) (“Even assuming litigation could obtain the results that this Settlement provides, years of litigation would stand between the class and any such recovery. Hence, this...factor weighs strongly in favor of granting final approval to the Settlement Agreement.”)). In contrast, the Settlement saves the Court and the Parties’ resources and provides immediate relief to the Settlement Class. These benefits come without the expense, uncertainty, and delay of continued and indefinite litigation.

The Court should consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation. In this respect, it has been held proper to take the bird in the hand instead of a prospective flock in the bush.

*Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1323 (S.D. Fla. 2005); *In re U.S. Oil & Gas Litig.*, 967 F.2d at 493 (complex litigation “can occupy a court’s docket for years on end, depleting the resources of the parties and taxpayers while rendering meaningful relief increasingly elusive”). In light of the costs, uncertainties, and delays of litigating through trial—to say nothing of an appeal—“the benefits to the class of the present settlement become all the more apparent.” *See Ressler v. Jacobson*, 822 F. Supp. 1551, 1555 (M.D. Fla. 1992).

#### **4. The substance and amount of opposition to the Settlement**

The Settlement Class as a whole endorses and supports the Settlement. Joint Dec. ¶ 18. Following the successful Notice Program, discussed herein, the Settlement Class had ample opportunity to opt-out or object to the Settlement. As of the date of the filing of this motion, only one Settlement Class member has opted-out, and none have objected. *Id.* The deadline to request exclusion from the Settlement or to object to the Settlement is January 27, 2025. Admin. Dec. ¶ 15. Should any objections be timely filed, Class Counsel will notify the Court before the Final Fairness Hearing. The same is true as to any opt-outs.

#### **5. The stage of the proceedings at which the Settlement was achieved**

Courts consider “the degree of case development that class counsel have accomplished prior to settlement” to ensure that “counsel had an adequate appreciation of the merits of the case before negotiating.” *In re Gen. Motors Pick-up Truck Fuel Tank Prods. Liab. Litig.*, 55 F.3d 768, 813 (3d Cir. 1995). At the same time, “[t]he law is clear that early settlements are to be encouraged, and accordingly, only some reasonable amount of discovery should be required to make these determinations.” *Ressler*, 822 F. Supp. at 1555. The Action settled after a thorough exchange of formal and informal discovery. Joint Dec. ¶¶ 5-8. Based upon Class Counsel’s experience, this was an appropriate time to negotiate a class-wide settlement. *Id.* ¶ 5.

Based on the foregoing, it is Class Counsel’s well-informed opinion that, given the uncertainty and further substantial risk and expense of pursuing the Action through contested dispositive motions, class certification proceedings, trial, and appeal, the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. *Id.* ¶ 24.

#### **B. The Notice Program Was the Best Notice Practicable.**

The notice requirements of Rule 1.220(c) are designed to provide sufficient due process to

class members by informing them of the pendency of the action and providing an opportunity to be heard or opt-out and must be the “best notice that is practicable under the circumstances.” *Nelson*, 985 So. 2d at 576. To satisfy this requirement, individual notice should be provided to class members who can be identified through reasonable effort. *See Cordell v. World Ins. Co.*, 355 So. 2d 479, 481 (Fla. 1st DCA 1978) (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-75 (1974)). The best practicable notice is that which “is reasonably calculated, under all of the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

Here, the Notice Program was timely commenced in accordance with the Court’s instructions in the Preliminary Approval Order. *See* PAO ¶ 10; Admin. Dec. ¶ 4.

#### **IV. CLASS ACTION CERTIFICATION SHOULD BE GRANTED**

Plaintiffs and Class Counsel jointly request entry of a Final Approval Order certifying the Settlement Class pursuant to Fla. R. Civ. P. 1.220(a)(2) and (3). The Court has already preliminarily certified the Settlement Class. PAO ¶ 4. For the reasons discussed below, Plaintiffs and Class Counsel urge the Court to find that the Settlement Class meets the standards for class certification for settlement purposes. Defendant does not oppose certification of the Settlement Class for settlement purposes only.

Class actions in Florida state court are governed by Fla. R. Civ. P. 1.220. The Florida Supreme Court has held that all proponents of class certification must satisfy the four prerequisites detailed in Fla. R. Civ. P. 1.220(a) (i.e., numerosity, commonality, typicality, adequacy) as well as one of the three subdivisions of Rule 1.220(b). *Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 106-07 (Fla. 2011) (interpreting Rule 1.220(a) and (b)). It also held that “[a] trial court should

resolve doubts with regard to certification in favor of certification.” *Id.* at 105. Plaintiffs meet each of the class certification requirements and seek certification under subdivision Rule 1.220(b)(2) and (3).

**Numerosity:** The movant must demonstrate the members of the class are so numerous that separate joinder of each member is impractical. *See Fla. R. Civ. P. 1.220(a)(1)*. “No specific number and no precise count are needed to sustain the numerosity requirement. Rather, class certification is proper if the class representative does not base the projected class size on mere speculation.” *Sosa*, 73 So. 3d at 114 (internal citations omitted). Here, numerosity is easily satisfied. There are over 33,000 members of the Settlement Class. *See Joint Dec.* ¶ 6. It would be impossible and/or impractical to (i) separately join each of the members of the Settlement Class in the Action or (ii) have each Settlement Class member file suit and move to consolidate their suits into this Action concerning the same legal issues.

**Commonality:** The movant must demonstrate that the representative party’s claim(s) raises questions of law or fact common to the questions of law or fact raised by the claim of each member of the class. *See Fla. R. Civ. P. 1.220(a)(2)*.

The primary concern in the consideration of commonality is whether the representative’s claim arises from the same practice or course of conduct that gave rise to the remaining claims and whether the claims are based on the same legal theory. The threshold of the commonality requirement is not high. A mere factual difference between class members does not necessarily preclude satisfaction of the commonality requirement. Individualized damage inquiries will also not preclude class certification. Rather, the commonality requirement is aimed at determining whether there is a need for, and benefit derived from, class treatment. More specifically, the commonality prong only requires that resolution of a class action affect all or a substantial number of the class members, and that the subject of the class action presents a question of common or general interest. Furthermore, the commonality requirement is satisfied if the common or general interest of the class members is in the object of the action, the result sought, or the general question implicated in the action. This core of the commonality requirement is satisfied if the questions linking the class members are substantially related to the resolution of the litigation, even if the individuals are not identically situated.

*Sosa*, 73 So. 3d at 107-08 (internal citations omitted).

Commonality is easily satisfied for settlement purposes. Plaintiffs' claims all turn on whether Defendant's security environment was adequate to protect the Settlement Class's PII, the resolution of which revolves around evidence that does not vary between members, and so can be fairly resolved for all Settlement Class members at once.

**Typicality:** The movant must demonstrate the claim(s) of the representative party is typical of the claim of each member of the class. *See* Fla. R. Civ. P. 1.220(a)(3).

The key inquiry for a trial court when it determines whether a proposed class satisfies the typicality requirement is whether the class representative possesses the same legal interest and has endured the same legal injury as the class members. The test for typicality is not demanding and focuses generally on the similarities between the class representative and the putative class members. Mere factual differences between the class representative's claims and the claims of the class members will not defeat typicality. Rather, the typicality requirement is satisfied when there is a strong similarity in the legal theories upon which those claims are based and when the claims of the class representative and class members are not antagonistic to one another.

*Sosa*, 73 So. 3d at 114-15 (Fla. 2011) (internal citations omitted). Typicality is satisfied for settlement purposes because there is a nexus between Plaintiffs' and other Settlement Class members' claims since they each concern Defendant's alleged failure to protect sensitive Personal Information in connection with the Data Incident, and are thus based on the same legal theories and underlying events. Therefore, Plaintiffs possess similar legal interests and experienced the same legal injury as the Settlement Class members. Plaintiffs' claims are not antagonistic in any way to the claims of the Settlement Class members.

**Adequacy:** The movant must demonstrate the representative party can fairly and adequately protect and represent the interests of each member of the class. *See* Fla. R. Civ. P. 1.220(a)(4).



This inquiry serves to uncover conflicts of interest between the presumptive class representative and the class he or she seeks to represent. A trial court's inquiry concerning whether the adequacy requirement is satisfied contains two prongs. The first prong concerns the qualifications, experience, and ability of class counsel to conduct the litigation. The second prong pertains to whether the class representative's interests are antagonistic to the interests of the class members.

*Sosa*, 73 So. 3d at 115 (internal citations omitted). Adequacy is satisfied here because Plaintiffs and Class Counsel have zealously litigated Plaintiffs' claims, secured substantial relief, and have no interests antagonistic to the Settlement Class. *See* Joint Dec. ¶¶ 20-21 & Exs. 1-2. Further, Class Counsel are highly qualified and have a great deal of experience litigating consumer class actions, including in the data breach context. *See id.* ¶ 2.

**Predominance:** “To meet the requirements of rule 1.220(b)(3), the party moving for class certification must establish that the class members' common questions of law and fact predominate over individual class member claims.” *Sosa*, 73 So. 3d at 111 (quoting Rule 1.220(b)(3)). “Florida courts have held that common questions of fact predominate when the defendant acts toward the class members in a similar or common way.” *Id.* (internal citations omitted). Here, the questions of law and fact common to all members of the Settlement Class substantially outweigh any possible issues that are individual to each member of the Settlement Class.

**Superiority:** Finally, Rule 1.220(b)(3) superiority requirement is met. “[C]lass representation is superior to other available methods for the fair and efficient adjudication of the controversy.” *Id.* Resolution of thousands of claims in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Joint Dec. ¶ 23. Given the small value of their individual claims, and their support for the Settlement, it can be inferred that Settlement Class members are not interested in prosecuting their own claims. *Id.* Class Counsel is unaware of any other litigation against Defendant arising from the Data Incident. *Id.* It is desirable to litigate the claims in this Court given Defendant's location in Florida, and manageability is no

concern in the context of class settlement approval. *Id.*

For these reasons, the Court should finally certify the Settlement Class.

**WHEREFORE**, Plaintiffs and Class Counsel respectfully request the Court enter a Final Approval Order, *inter alia*: (a) granting Final Approval to the Settlement as fair, adequate and reasonable, finding that the Notice Program was carried out in accordance with the Preliminary Approval Order; (b) certifying the Settlement Class pursuant to Florida Rule of Civil Procedure 1.220(b)(2) and (3); (c) reaffirming the appointment of Class Counsel John J. Nelson and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman, PLLC and Kristen Lake Cardoso and Steven Sukert of Kopelowitz Ostrow Ferguson Weiselberg Gilbert; (d); reaffirming Plaintiffs as Class Representatives to represent the Settlement Class; (e) approving the releases in the Settlement Agreement, and (e) awarding such other and further relief as the Court deems just and proper.

A proposed Final Approval Order (which also addresses the relief requested in Plaintiffs' and Class Counsel's Motion for Service Awards and Award of Attorneys' Fees and Costs) is attached hereto as *Exhibit D*.

Dated: January 24, 2025

Respectfully submitted,

/s/ Steven Sukert

Jeff Ostrow (FBN 121452)

Kristen Lake Cardoso (FBN 44401)

Steven Sukert (FBN 1022912)

**KOPELOWITZ OSTROW FERGUSON  
WEISELBERG GILBERT**

One West Las Olas Blvd., Suite 500

Fort Lauderdale, Florida 33301

Tel: (954) 332-4200

ostrow@kolawyers.com

cardoso@kolawyers.com

sukert@kolawyers.com

Mariya Weekes (FBN 56299)

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**  
201 Sevilla Avenue, 2nd Floor  
Coral Gables, FL 33134  
Tel: (786) 879-8200  
Fax: (786) 879-7520  
mweekes@milberg.com

John J. Nelson\*  
**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**  
402 W Broadway, Suite 1760  
San Diego, CA 92101  
Tel.: (858) 209-6941  
jnelson@milberg.com

**LAUKAITIS LAW LLC**  
Kevin Laukaitis\*  
954 Avenida Ponce De Lon  
Suite 205, #10518  
San Juan, PR 00907  
T: (215) 789-4462  
klaukaitis@laukaitislaw.com

\*Application for Admission *Pro Hac Vice*  
Forthcoming

*Counsel for Plaintiffs and the Proposed  
Settlement Class*

### **ERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been served via email via the Florida Courts E-Filing Portal on all counsel of record on this 24th day of January, 2025.

/s/ Steven Sukert  
Steven Sukert

# **EXHIBIT A**

**IN THE CIRCUIT COURT OF THE 1ST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

ALEXANDER COHEN AND TARA  
HILL, individually and on behalf of all  
others similarly situated,

Plaintiffs,

v.

DRUG FREE WORKPLACES, USA,  
LLC,

Defendant.

CASE NO.: 2024 CA 000955

DIVISION: F-CIVIL

**SETTLEMENT AGREEMENT**

This Settlement Agreement,<sup>1</sup> dated October 21, 2024, is made and entered into by and among the following Settling Parties: (i) Alexander Cohen and Tara Hill (“Plaintiffs” or “Class Representatives”), individually and on behalf of the Settlement Class; and (ii) Drug Free Workplaces, USA, LLC (“DFW”). The Settlement Agreement is subject to Court approval and is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims.

---

<sup>1</sup> Capitalized terms have the meaning set forth in the “Definitions” section of this agreement or as otherwise defined herein.

## I. THE LITIGATION

DFW contends an unauthorized individual may have obtained access to two employee email accounts between approximately March 29, 2023, and May 4, 2023. DFW immediately launched an investigation and discovered the email account(s) contained names and Social Security Numbers. On or about October 27, 2023, DFW began sending Plaintiffs and other Persons in the Settlement Class written notice of the incident. In the written notice, and as an added precaution, DFW offered Plaintiffs and the other Persons in the Settlement Class a one-year subscription to IDX identity protection services at no cost.

On November 8, 2023, Plaintiff Alexander Cohen filed his class action lawsuit against DFW in the United States District Court for the Northern District of Florida in the case *Cohen v. Drug Free Workplaces USA, LLC*, Case no. 3:23-cv-24684-MCR-HTC. Plaintiff Cohen asserted claims for: (i) negligence; (ii) negligence per se; (iii) breach of implied contract; (iv) unjust enrichment; and (v) violations of the Florida Deceptive and Unfair Trade Practices Act. On November 10, 2023, Plaintiff Tara Hill filed her class action lawsuit against DFW in the United States District Court for the Northern Court of Florida in the case *Hill v. Drug Free Workplaces USA, LLC*, Case no. 3:23-cv-24692-MCR-ZCB. Plaintiff Hill asserted claims for: (i) negligence; (ii) breach of implied contract; (iii) breach of implied covenant of good faith and fair dealing; and (iv) unjust enrichment.

Pursuant to Federal Rule of Civil Procedure 42(a), on January 5, 2024, the Court consolidated these two cases, designated the *Cohen* case as the Lead Case, and administratively closed the *Hill* case. *See* Case no. 3:23-cv-24684-MCR-HTC, D.E. # 16. On July 19, 2024, Plaintiffs Alexander Cohen and Tara Hill together filed a Class Action Complaint in Florida Circuit Court for the First Judicial Circuit in and for Escambia County. *See Cohen v. Drug Free Workplaces USA, LLC*, No. 2024 CA 000955 (Fla. Cir. Ct., Escambia Cty.). On June 3, 2024, Plaintiffs voluntarily dismissed the lead federal case, Case no. 3:23-cv-24684-MCR-HTC (D.E. # 15).

## **II. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLING**

Plaintiffs believe the claims asserted in *Cohen v. Drug Free Workplaces USA, LLC*, No. 2024 CA 000955 (Fla. Cir. Ct., Escambia Cty.) (“Litigation”), have merit. Plaintiffs and Plaintiffs’ Counsel recognize and acknowledge, however, the expense and length of continued proceedings necessary to proceed with the Litigation against DFW through discovery, motion practice, trial, and potential appeals. Plaintiffs and Plaintiffs’ Counsel have also taken into account the uncertain outcome and risk of continued litigation, as well as the difficulties and delays inherent in such litigation. Plaintiffs’ Counsel is experienced in class action litigation and knowledgeable regarding the relevant claims, remedies, and defenses at issue generally in such litigation and in this Litigation. They have determined that the settlement set forth

in this Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class.

### **III. DENIAL OF WRONGDOING AND LIABILITY**

DFW denies any and all of the claims, causes of action, and contentions alleged against DFW, individually and collectively, in the Litigation. DFW denies all wrongdoing or liability as alleged, or that could be alleged, in the Litigation. DFW likewise denies all charges of damages or the certifiability of a class as alleged, or that could be alleged, in the Litigation. Nonetheless, DFW recognizes the expense and protracted nature of litigation and the uncertainty and risks inherent in any litigation, and has therefore agreed to settle the Litigation on the terms and conditions set forth in this Settlement Agreement.

### **IV. TERMS OF SETTLEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by Plaintiffs, individually and on behalf of the Settlement Class, and DFW that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice as to the Settling Parties, and the Settlement Class Members, upon and subject to the terms and conditions of this Settlement Agreement as follows:



## 1. Definitions

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Agreement” or “Settlement Agreement” means this agreement.

1.2 “Claims Administration” means providing notice of the Settlement, the processing and payment of claims received from Settlement Class Members, and performance of the other duties of the Claims Administrator as specified by this Agreement.

1.3 “Claims Administrator” means Atticus, a company experienced in administering class action claims generally and specifically of the type provided for and made in data security litigation.

1.4 “Claims Deadline” means the postmark and/or online submission deadline for Valid Claims pursuant to ¶ 2.5.

1.5 “Claim Form” means the form utilized by the Settlement Class Members to submit a Settlement Claim. The Claim Form will be substantially in a form as shown in **Exhibit C**, which will be available on the Settlement Website and in paper format, if specifically requested.

1.6 “Costs of Claims Administration” means all actual costs of Claims Administration.

1.7 “Court” means the court presiding over this Litigation.

1.8 “Data Incident” means the cybersecurity incident DFW discovered on or around March 29, 2023 that potentially involved unauthorized access to the names and Social Security numbers of approximately 37,705 individuals, and giving rise to the Litigation.

1.9 “Data Incident Notice” means the mailed notice notifying individuals whose information may have been accessed during the Data Incident about the Data Incident.

1.10 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.11 “Effective Date” means the first day by which all of the events and conditions specified in ¶¶ 1.11, 9.1 have occurred and been met.

1.12 “Final” means the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment; and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any appeal of an order governing the attorneys’ fees, costs, and expenses award or the service award to the Class Representative, or any order modifying or reversing

any attorneys' fees, costs, and expenses award or service award to the Class Representative made in this Litigation shall not affect whether the Judgment is "Final" as defined herein or any other aspect of the Judgment.

1.13 "Judgment" means a judgment rendered by the Court granting final approval of the settlement.

1.14 "Long Notice" means the long form notice of settlement posted on the Settlement Website, substantially in the form shown in **Exhibit B**.

1.15 "Objection Date" means the date by which Settlement Class Members must mail or email their written objection to the Settlement for that objection to be effective. The postmark date or date of email transmission shall constitute evidence of the date of mailing for these purposes.

1.16 "Opt-Out Date" means the date by which Persons in the Settlement Class must mail or email their written requests to be excluded from the Settlement Class for that request to be effective. The postmark date or email transmission date shall constitute evidence of the date of mailing for these purposes.

1.17 "Person" means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and

their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.18 “Preliminary Approval Order” means the order from the Court preliminarily approving the Settlement Agreement, preliminarily approving the Settlement Class, and ordering notice be provided to the Settlement Class..

1.19 “Class Counsel” means John J. Nelson and Mariya Weekes of the law firm of Milberg Coleman Bryson Phillips Grossman, PLLC and Kristen Lake Cardoso and Steven Sukert of the law firm Kopelowitz Ostrow Ferguson Weiselberg Gilbert. Class Counsel with other counsel for the Plaintiffs, are defined as “Plaintiffs’ Counsel”.

1.20 “Released Entities” means DFW and each of DFW’s respective predecessors, successors, parents, subsidiaries, divisions, and affiliates and each of its and their respective representatives, directors, officers, principals, agents, attorneys, insurers, reinsurers, and includes, without limitation, any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the criminal activity of the Data Incident or who pleads *nolo contendere* to any such charge.

1.21 “Released Claims” means any and all past, present, and future claims and causes of action including, but not limited to, any individual or class-wide causes of action arising under or premised upon any statute, constitution, law, ordinance, treaty, regulation, or common law of any country, state, province, county, or other governmental body, including, but not limited to, 15 U.S.C. §§ 45 *et seq.*, and all similar statutes in effect in any states in the United States; negligence; negligence *per se*; breach of contract; breach of implied contract; breach of the implied covenant of good faith and fair dealing; state consumer protection statutes; breach of fiduciary duty; breach of confidence; invasion of privacy; fraud; misrepresentation (whether fraudulent, negligent, or innocent); unjust enrichment; bailment; wantonness; failure to provide adequate notice pursuant to any breach notification statute or common law duty; and including, but not limited to, any and all claims for damages, injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys’ fees, costs, and expenses, pre-judgment interest, credit monitoring services, the creation of a fund for future damages, consequential damages, statutory damages, punitive damages, special damages, exemplary damages, restitution, and/or the appointment of a receiver, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, and any other form of legal or equitable relief that either has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Entities based

on, relating to, concerning or arising out of the Data Incident, including but not limited to claims asserted or that could have been asserted in the Litigation. Released Claims shall not include the right of any Settlement Class Member or any of the Released Entities to enforce the terms of the settlement contained in this Settlement Agreement, and shall not include the claims of Persons in the Settlement Class who have timely excluded themselves from the Settlement Class.

1.22 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.23 “Settlement Class” means all persons to whom DFW sent the Data Incident Notice. Excluded from the Settlement Class are the members of the judiciary who have presided or are presiding over this matter and their families and staff.

1.24 “Settlement Class Member(s)” or “Member(s)” means a Person(s) who falls within the definition of the Settlement Class and does not exclude himself or herself from the Settlement.

1.25 “Settlement Website” means the website described in ¶ 3.2(c).

1.26 “Settling Parties” means DFW and Plaintiffs individually and on behalf of the Settlement Class.

1.27 “Short Notice” means the content of the mailed notice to the Settlement Class, substantially in the form shown as **Exhibit A**. The Short Notice will direct

recipients to the Settlement Website and inform the Settlement Class, among other things, of the Claims Deadline, the Opt-Out Date, the Objection Date, the requested attorneys' fees, costs, and expenses and service award, and the date of the Final Fairness Hearing (as defined in ¶ 3.4 below).

1.28 "Unknown Claims" means any of the Released Claims that any Settlement Class Member, including Plaintiffs, does not know or suspect to exist in his/her favor at the time of the release of the Released Entities that, if known by him or her, might have affected his or her settlement with, and release of, the Released Entities, or might have affected his or her decision not to object and/or to participate in this Settlement Agreement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs intend to and expressly shall have, and each of the other Settlement Class Members intend to and shall be deemed to have, and by operation of the Judgment shall have, waived the provisions, rights, and benefits conferred by California Civil Code §1542, and also any and all provisions, rights, and benefits conferred by any law of any state, province, or territory of the United States (including, without limitation, California Civil Code §§ 1798.80 *et seq.*, Montana Code Ann. § 28-1-1602; North Dakota Cent. Code § 9-13-02; and South Dakota Codified Laws § 20-7-11), which is similar, comparable, or equivalent to California Civil Code § 1542, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
THAT THE CREDITOR OR RELEASING PARTY DOES

NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Settlement Class Members, including Plaintiffs, may hereafter discover facts in addition to, or different from, those that they, and any of them, now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs expressly shall have, and each other Settlement Class Member shall be deemed to have and by operation of the Judgment shall have, upon the Effective Date, fully, finally, and forever settled and released any and all Released Claims. The Settling Parties acknowledge, and Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver is a material element of the Settlement Agreement of which the Released Claims are a part.

1.29 “United States” means all 50 United States states, the District of Columbia, Puerto Rico, and all other territories of the United States.

1.30 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be valid through the processes described in ¶¶ 2.9, 8.1.

## **2. Settlement Benefits**

2.1 Compensation for Ordinary Losses and Lost Time: All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for



reimbursement for the following documented out-of-pocket losses caused by the Data Incident (“Ordinary Losses”) and attested to time spent responding to the Data Incident (“Lost Time”) that Settlement Class Members incurred/spent between March 29, 2023 and seven days after the Court approved notice of settlement is sent to the Settlement Class, not to exceed an aggregate total of \$475 per Settlement Class Member:

(a) Ordinary Losses *incurred* as a result of the Data Incident, include, but are not limited to: (i) bank fees, (ii) long distance telephone charges; (iii) cell phone voice charges (if charged by the minute) or data charges (if charged by the amount of data used); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased as a result of the Data Incident. To receive reimbursement, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation to the Claims Administrator.

(b) *Lost Time*. Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (calculated at \$17.00 per hour), with an attestation under penalty of perjury that any claimed lost time was spent responding to issues raised by the Data Incident.

2.2 Claims made for Lost Time can be combined with reimbursement for the above referenced Ordinary Losses, and claims for both Lost Time and Ordinary Losses are subject to the single total aggregate cap of \$475 per Settlement Class Member identified in ¶ 2.1 above.

2.3 Compensation for Extraordinary Losses. Settlement Class Members can also receive reimbursement for their documented extraordinary monetary out-of-pocket expenses to the extent not already covered by ¶ 2.1 above if their identity was stolen or misused as a result of the Data Incident (“Extraordinary Losses”) in an amount not to exceed \$5,000 per Settlement Class Member. Settlement Class Members are eligible to receive reimbursement for the following Extraordinary Losses, that meet the following conditions:

(a) The loss is an actual, documented and unreimbursed monetary loss caused by (i) injurious misuse of the Settlement Class Member’s personally identifiable information (“PII”) or (i) fraud associated with the Settlement Class Member’s PII;

(b) The loss noted in (a)(i) or (a)(ii) was more likely than not caused by the Data Incident;

(c) The loss occurred between March 29, 2023 and seven days after the Court approved notice of settlement is sent to the Settlement Class; and

(d) The loss is not already covered by the ordinary loss/lost time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member's identity protection services or identity theft insurance, if any such services/insurance applies.

2.4 Examples of Extraordinary Losses include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations ("Extraordinary Expenses"). To claim Extraordinary Expenses, the Settlement Class Member must attest under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Incident and provide reasonable documentation of the out-of-pocket losses claimed.

2.5 Settlement Members seeking reimbursement under ¶¶ 2.1, 2.2, 2.3 and 2.4 must complete and submit a Claim Form to the Claims Administrator,

postmarked or submitted online, on or before the 90th day after the date on which notice commences. The notice to the Settlement Class will specify this deadline and other relevant dates. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct to the best of his or her knowledge and belief and is being made under penalty of perjury. Notarization shall not be required. For Ordinary Losses and Extraordinary Losses, the Settlement Class Member must submit reasonable documentation reflecting that these expenses claimed were incurred as a result of the Data Incident and not otherwise reimbursed by another source. This documentation may include receipts or similar documentation that documents the costs incurred. "Self-prepared" documents, such as handwritten receipts, are insufficient to receive reimbursement, but may be considered by the Claims Administrator to add clarity or support for a Settlement Claim.

2.6 Credit Monitoring Services. All Settlement Class Members are eligible to receive twenty-four (24) months of one-bureau credit monitoring services with at least \$1 million in fraud protection upon submission of a timely, Valid Claim. No documentation is required to request this Settlement benefit.

2.7 Limitations on Ordinary and Extraordinary Loss Expenses.

(a) Before recovering any settlement benefits, the Settlement Class Members must exhaust all their existing credit monitoring insurance or other

reimbursement insurance benefits covering losses due to identity theft and stolen funds available to them in connection with the credit monitoring protections already provided by DFW. DFW shall not be required to provide a double payment of the same loss or injury that was reimbursed or compensated by any other source.

(b) No payment shall be made for emotional distress, personal/bodily injury, or punitive damages, as all such amounts are not recoverable pursuant to the terms of the Settlement Agreement.

## 2.8 Changes to Systems or Business Practices.

(a) In connection with these settlement negotiations, DFW has acknowledged (without any admission of liability), that DFW has made certain systems or business practice changes to mitigate the risk of similar data incidents in the future.

(b) DFW agrees to disclose the details of the systems or business practice changes made to Class Counsel and estimate, to the extent reasonably calculable, the annual cost of those enhancements. The disclosure will not be provided to third parties unless the disclosure is compelled by law or Defendant expressly agrees to the disclosure.

(c) Nothing in ¶ 2.8 shall create any contractual rights to any present or future equitable remedy requiring DFW to establish or maintain any

particular security processes or procedures in the future or otherwise take any action in response to the Litigation. In addition, notwithstanding actions to enforce this settlement, nothing in ¶ 2.8 may be used to create a cause of action against DFW or may be used in connection with any other matter against DFW. DFW's changes in systems or business practices shall not be considered in this Litigation or any other proceeding as an admission, concession, or evidence of any wrongdoing, liability, or presence or proof of damages.

## 2.9 Dispute Resolution Process for Claims.

(a) The Claims Administrator, in its sole discretion to be reasonably exercised, will determine whether: (i) the claimant is a Settlement Class Member; (ii) the claimant has submitted a complete Claim Form with all the necessary information, including any documentation that may be necessary to reasonably support the expenses described therein; and (iii) the information submitted could lead a reasonable person to conclude that the Settlement Claim resulted from the Data Incident. The Claims Administrator will require the documentation requested on the Claim Form and documentation of the claimed losses to be provided to reasonably evaluate the claim. The Claims Administrator's initial review will be limited to a determination of whether the claim is complete.

(b) Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is valid, the Claims Administrator shall request from the claimant additional information (“Claim Supplementation”) and give the claimant twenty-one (21) days to cure the defect before rejecting the claim. However, if the Claims Administrator determines after due diligence that the claimant was not among the Persons identified in the Class Member Information, the Claims Administrator shall forego Claim Supplementation and reject the claim without further action. Requests for Claim Supplementation shall be made within thirty (30) days of receipt of such Claim Form or no later than the Claims Deadline. In the event of unusual circumstances interfering with compliance during the twenty-one (21) day period, the claimant may request and, for good cause shown (*e.g.*, illness, military service, out of the country, mail failures, lack of cooperation of third parties in possession of required information), shall be given a reasonable extension of the twenty-one (21) day deadline in which to comply, as determined by the Claims Administrator; however, in no event shall the deadline be extended for longer than two (2) months from the date of the request for Claim Supplementation. If the defect is not timely cured, the claim

will be deemed incomplete and thus invalid, and DFW shall bear no obligation to pay the claim.

(c) Following receipt of information requested pursuant to the Claim Supplementation process or in the event that no additional information is requested by the Claims Administrator, the Claims Administrator shall have fourteen (14) days to assess the validity of the claim and either accept (in whole or at a lesser amount) or reject each claim. If, after review of the claim and all documentation submitted by the claimant, the Claims Administrator determines that such a claim is valid, then the claim shall be a Valid Claim and paid according to ¶ 8.2. If the Claims Administrator determines that such a claim is not valid, then the Claims Administrator may reject the claim without further action.

(d) Settlement Class Members shall have thirty (30) days from receipt of the final determination by the Claim Administrator to accept or reject the determination regarding an award. If the Settlement Class Member accepts the final determination, then the approved amount shall be the amount to be paid. If the Settlement Class Member rejects the Claim Administrator's final determination, the Claims Administrator shall submit that claim to the Settling Parties. One of Plaintiffs' lawyers and one of DFW's lawyers shall be designated to fill this role. If, after meeting and conferring in good faith to



resolve the dispute, the Settling Parties do not agree regarding the Claims Administrator's final determination, the claim shall be resubmitted to the Claims Administrator for a final, independent resolution of the claim, with such resolution to be reached within twenty-one (21) days of resubmission. As part of the resolution, the Claims Administrator may seek additional information from the Settlement Class Member.

2.10 Settlement Expenses. All Costs of Claims Administration shall be paid by DFW.

2.11 Settlement Class Certification. The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person's or Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved.

3. **Order of Preliminary Approval and Publishing of Notice of Final Fairness Hearing**

3.1 As soon as practicable after the execution of the Settlement Agreement, Plaintiffs' Counsel shall submit this Settlement Agreement to the Court, and Plaintiffs' Counsel will file with the Court a motion for preliminary approval of the Settlement requesting entry of a Preliminary Approval Order in the form attached hereto as **Exhibit D**, or an order substantially similar to such form requesting, *inter alia*:

(a) Preliminary certification of the Settlement Class for settlement purposes only;

(b) Preliminary approval of the Settlement Agreement as set forth herein;

(c) Appointment of John J. Nelson and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman, PLLC and Kristen Lake Cardoso and Steven Sukert of Kopelowitz Ostrow Ferguson Weiselberg Gilbert as Class Counsel;

(d) Appointment of Plaintiffs Alexander Cohen and Tara Hill as Class Representatives;

(e) Approval of a customary form of Short Notice to be mailed by U.S. mail or by email if applicable to Persons in the Settlement Class in a form substantially similar to **Exhibit A**.

(f) Approval of the Long Notice to be posted on the Settlement Website in a form substantially similar to **Exhibit B**, which shall include a fair summary of the Settling Parties' respective litigation positions, the general terms of the settlement set forth in the Settlement Agreement, instructions for how to object to or opt-out of the settlement, the process and instructions for making a Settlement Claim, the requested attorneys' fees, costs, and expenses, and the requested service award to Class Representatives, and the date, time, and place of the Final Fairness Hearing (as defined in ¶ 3.4 below);

(g) Approval of the Claim Form to be available on the Settlement Website for submitting claims and available, upon request, in a paper form substantially similar to **Exhibit C**; and

(h) Appointment of Atticus Administration, LLC as the Claims Administrator.

3.2 Notice shall be provided to the Settlement Class by the Claims Administrator as follows:

(a) *Class Member Information*: Within seven (7) days of entry of the Preliminary Approval Order, DFW shall provide the Claims Administrator with the name, email and physical address of each Person in the Settlement

Class (collectively, “Class Member Information”) DFW provided in conjunction with the Data Incident Notice.

(b) The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. Except to administer the settlement as provided in this Settlement Agreement, or to provide all data and information in its possession to the Settling Parties, upon request by the Settling Parties (which request will only be made as needed to effectuate this Settlement Agreement), the Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information, and shall delete the Class Member Information when no longer needed to administer the settlement.

(c) *Settlement Website*: Prior to the dissemination of the Short Notice, the Claims Administrator shall establish the Settlement Website, which will inform the Settlement Class of the terms of the Settlement Agreement, their rights, dates and deadlines, and related information. The Settlement Website shall include, in .pdf format and make available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) the Settlement Agreement; (v) the operative

complaint filed in the Litigation; and (vi) any other materials agreed upon by the Settling Parties and/or required by the Court. The Settlement Website shall provide the Settlement Class the ability to complete and submit the Claim Form and supporting documentation electronically.

(d) *Short Notice:* Within thirty (30) days of entry of the Preliminary Approval Order, subject to the requirements of this Settlement Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to the Settlement Class as follows:

(i) Via mail to the postal address or to the email provided within the Class Member Information for each Person in the Settlement Class. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of the Settlement Class through the United States Postal Service (“USPS”) National Change of Address database to update any address on file with the USPS within thirty (30) days of entry of the Preliminary Approval Order;

(ii) in the event that a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is not valid, and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;

(iii) in the event that subsequent to the first mailing of a Short Notice, and prior to the Opt-Out Date and the Objection Date, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, to attempt to ascertain the current address of the intended recipient and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice promptly. This shall be the final requirement for direct mailing.

(iv) The direct mail notice shall be substantially completed not later than forty-five (45) days after entry of the Preliminary Approval Order

(e) Publishing, on or before the date of the mailing of the Short Notice, the Claim Form and Long Notice on the Settlement Website as specified in the Preliminary Approval Order, and maintaining and updating the Settlement Website throughout the claim period and for a period of 180 days after the Effective Date (if such date is triggered consistent with ¶ 1.1 above);

(f) A toll-free help line shall be made available to provide the Settlement Class with additional information about the settlement and to respond to Settlement Class questions. The Claims Administrator also will mail copies of the Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request to Persons requesting such documents; and

(g) Contemporaneously with seeking final approval of the Settlement, Class Counsel shall cause to be filed with the Court an appropriate affidavit or declaration from the Claims Administrator specifying the Claims Administrator's compliance with this provision of the Settlement Agreement.

3.3 The Short Notice, Long Notice, and other applicable communications to the Settlement Class to be provided by the Claims Administrator may be adjusted by the Claims Administrator in consultation and agreement with the Settling Parties, as may be reasonable and not inconsistent with the Preliminary Approval Order. The notice program shall commence within thirty (30) days after entry of the Preliminary Approval Order and the claims period will close ninety (90) days from the commencement of notice.

3.4 Class Counsel shall request that, after notice is completed, the Court hold a hearing (the "Final Fairness Hearing") and grant final approval of the settlement set forth herein.

#### 4. **Opt-Out Procedures**

4.1 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 or email address established by the Claims Administrator. The written notice must clearly manifest the Person's intent to be excluded from the Settlement Class. To be effective, written notice must be postmarked or emailed to the proper address no later than sixty (60) days after the date on which notice commences. The written notice should include (a) the name of this action, *Cohen v. Drug Free Workplaces USA, LLC*, No. 2024 CA 000955, (b) the Person's full name and mailing address, (c) the Person's signature, and (d) language clearly demonstrating the Person's intent not to be included in the Settlement (e.g., "request for exclusion"). No later than 14 days after the Opt-Out Date, the Claims Administrator shall distribute by email a report to counsel for the Settling Parties identifying each Person that has timely and validly opted-out of the Settlement, using a secure communication system as necessary to protect the privacy of each such Person.

4.2 All Persons who submit valid and timely notices of their intent to be excluded from the Settlement Class as set forth in ¶ 4.1 above, referred to herein as "Opt-Outs," shall not receive any cash 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 request to be excluded from the Settlement Class in the manner set forth in ¶ 4.1 above shall be bound by the terms of this Settlement Agreement and Judgment entered thereon. Each such person will be a Settlement Class Member.

4.3 In the event that, within fifteen (15) days after the Opt-Out Date, as approved by the Court, more than 40 members of the Settlement Class exclude themselves from the settlement (i.e., opt-out), Defendant, in its sole discretion, may terminate this settlement by notifying Class Counsel and the Court in writing. Defendant will bear all costs for which it is responsible under this settlement through the date of termination premised on this provision, including all costs and fees then due and owing to the Claims Administrator and shall not, at any time, seek recovery of same from any other Settling Party or Plaintiffs' Counsel. Defendant will not be obligated to pay attorneys' fees and costs or service award if Defendant terminates the settlement under this provision.

## **5. Objection Procedures**

5.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection no later than sixty (60) days after the date on which notice commences. Such notice shall state:

- (i) the objector's full name, address, telephone number, and e-mail address (if any);
- (ii) information identifying the objector as a Settlement Class Member, including

proof that the objector is a member of the Settlement Class (e.g., copy of Short Notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative and (vii) the name of this action, *Cohen v. Drug Free Workplaces USA, LLC*, No. 2024 CA 000955.

To be timely, written notice of an objection in the appropriate form must be filed with the Claims Administrator at the Post Office box or email address established by the Claims Administrator. No later than 14 days after the Objection Date, the Claims Administrator shall file with the Court and distribute by email to counsel for the Settling Parties a copy of each timely and valid objection.

5.2 Any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 5.1 shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 5.1. Without limiting

the foregoing, any challenge to the Settlement Agreement, the final order approving this Settlement Agreement, or the Judgment to be entered upon final approval shall be pursuant to appeal and not through a collateral attack. Notwithstanding the above, the Court, in its discretion, may permit a Settlement Class Member who does not object pursuant to ¶ 5.1 to speak at the Final Fairness Hearing.

## **6. Releases**

6.1 Settlement Class Members who do not opt-out of the settlement in accordance with Court approved opt-out procedures and deadlines are bound by the release set forth in ¶¶ 6.2 and 6.3 below.

6.2 The obligations incurred under this settlement, including those arising from and because of the Released Claims against all Released entities, shall be in full and final disposition of the Litigation.

6.3 Upon the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims, including Unknown Claims against the Released Entities. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, including Plaintiffs, shall either directly, indirectly, representatively, as a member of or on behalf of the general public or in any other capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any action

or recovery in any action in this or any other forum (other than participation in the settlement as provided herein) in which any of the Released Claims is asserted.

**7. Attorneys' Fees, Costs, and Expenses and Service Awards to Plaintiffs**

7.1 DFW shall pay such attorneys' fees, costs, and expenses of Class Counsel, including Plaintiffs' Counsel, in the Litigation as may be approved by the Court, provided that the total amount shall not exceed two hundred thousand dollars (\$200,000.00).

7.2 To facilitate the Parties' agreement on attorneys' fees, costs, and expenses and reimbursement in this Litigation, Plaintiffs and his attorneys agree not to seek more than two hundred thousand dollars (\$200,000.00) in attorneys' fees, costs, and expenses, and DFW agrees not to contest a request for attorneys' fees, costs, and expenses by Plaintiffs and their attorneys, so long as the request does not exceed two hundred thousand dollars (\$200,000.00). DFW shall pay any award of attorneys' fees, costs, and expenses in addition to any settlement benefits provided to Settlement Class Members pursuant to this Settlement Agreement and the Costs of Claims Administration, and separate and apart from any service award to Class Representatives. The Parties did not discuss or agree upon payment of attorneys' fees, costs, and expenses until after they agreed on all material terms of relief to the Settlement Class.

7.3 DFW also agrees not to contest a request for a service award up to one thousand two hundred fifty dollars (\$1,250.00) to each of the Class Representatives, Alexander Cohen and Tara Hill, subject to Court approval. DFW shall pay any service award to Class Representatives in addition to any benefits provided to Settlement Class Members and the Costs of Claims Administration, and separate from any award of attorneys' fees, costs, and expenses. The Parties did not discuss or agree upon payment of a service award to Class Representatives until after they agreed on all material terms of relief to the Settlement Class.

7.4 Any attorneys' fees, costs, and expenses awarded by the Court as well as any service awards to Class Representatives awarded by the Court shall be due and payable to Class Counsel Milberg Coleman Bryson Phillips Grossman PLLC, 227 W. Monroe Street, Suite 2100, Chicago, IL 60606 within ten (10) days of the Effective Date

7.5 Class Counsel shall distribute the award of attorneys' fees, costs, and expenses among co-Class Counsel and Plaintiffs' Counsel and the service awards to Class Representatives. DFW and the Claims Administrator shall have no responsibility, liability, or other obligation concerning the distribution of attorneys' fees, costs and expenses among Plaintiffs' Counsel and/or service award to Class Representatives. Nor will DFW have any responsibility for the payment of taxes or

any liabilities associated therewith for the attorneys' fees, costs expenses, and service award ordered by the Court.

7.6 The amount(s) of any award of attorneys' fees, costs, and expenses, and the service award to Class Representative, are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the settlement. The amount(s) of the above-referenced awards will not reduce the consideration being made available to the Settlement Class. No order of the Court or modification or reversal or appeal of any order of the Court concerning the amount(s) of any attorneys' fees, costs, and expenses, and/or service awards to Class Representatives shall affect whether the Judgment is Final or constitutes grounds for cancellation or termination of this Settlement Agreement.

## **8. Administration of Claims**

8.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶ 2. At a minimum, Class Counsel and DFW shall be given monthly reports as to both claims and distribution and have the right to review and obtain supporting documentation to the extent necessary to resolve claims administration and dispute resolution issues. The Claims Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the Dispute Resolution process set forth in ¶ 2.9. Notwithstanding the above, if Class Counsel or DFW disputes the award or

disallowance of a Settlement Claim as determined by the Claims Administrator, the Settling Parties will confer on the subject Settlement Claim within ten (10) days of notice of the dispute being provided by one Settling Party to the other. If the Settling Parties agree on the disposition of the disputed Settlement Claim, they shall so inform the Claims Administrator, which will process the Settlement Claim as directed by the Settling Parties. If the Settling Parties do not agree on the disposition of the disputed Settlement Claim, the original determination of the Claims Administrator shall not be disturbed. Further, all claims agreed to be paid in full by DFW shall be deemed a Valid Claim.

8.2 Digital payments shall be issued or checks for Valid Claims shall be mailed by the Settlement Administrator and postmarked within sixty (60) days of the Effective Date. Also, emails with activation codes for Credit Monitoring Services shall be disseminated within sixty (60) days of the Effective Date.

8.3 All Settlement Class Members who fail to timely submit a Settlement Claim within the time and deadlines herein, or such other period ordered by the Court, shall be forever barred from receiving any payments or benefits pursuant to the Settlement, and will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, including the releases contained herein, and the Judgment.

8.4 No Person shall have any claim against the Claims Administrator, DFW, Released Entities, Class Counsel, Plaintiffs, Plaintiffs' Counsel, and/or DFW's counsel based on determinations or distributions of benefits to Settlement Class Members or any other matters related to administration of claims and dispute resolution.

8.5 Information submitted by Settlement Class Members in connection with submitted claims under this Settlement Agreement shall be deemed confidential and protected as such by the Claims Administrator, Class Counsel, Plaintiffs' Counsel, and counsel for DFW.

8.6 The Parties and their respective counsel have made no representation or warranty with respect to any tax treatment to or for any Settlement Class Member regarding any payment or transfer made pursuant to this Agreement. Each Settlement Class Member shall be solely responsible for the federal, state, and local tax consequences to him, her, they, or it of the receipt of funds pursuant to this Agreement.

**9. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

9.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

(a) the Court has entered the Order of Preliminary Approval and publishing of notice of a Final Fairness Hearing as required by ¶ 3.1;



(b) DFW has not exercised its option to terminate the Settlement Agreement pursuant to ¶ 4.3;

(c) the Court has entered the Judgment granting final approval of the Settlement; and

(d) the Judgment has become Final as defined in ¶ 1.11.

9.2 If any of the conditions specified in ¶ 9.1 are not satisfied, the Settlement Agreement shall be cancelled and terminated subject to ¶ 9.4 unless Class Counsel and counsel for DFW mutually agree in writing to proceed with the Settlement Agreement.

9.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Class Counsel and to DFW's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

9.4 In the event that the Settlement Agreement, including the Released Claims or other releases herein are not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the

Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service award shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, DFW shall be obligated to pay amounts already billed or incurred for Costs of Claims Administration, and shall not, at any time, seek recovery of same from any other Settling Party or Plaintiffs' Counsel in the absence of a showing of bad faith by such party or counsel concerning such billed or incurred cost.

## **10. Miscellaneous Provisions**

10.1 The Settling Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement; and (ii) agree to cooperate with each other to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

10.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them respecting the Litigation. The settlement

resolves all claims in the Litigation and shall not be deemed an admission of liability by DFW or any other of the Released Entities and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties and reflects a settlement reached voluntarily after consultation with competent legal counsel. It is agreed that no Settling Party shall have any liability to any other Settling Party concerning the Litigation, except as set forth in the Settlement Agreement.

10.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault, liability or omission of any of the Released Entities in any civil, criminal, regulatory or administrative inquiry or proceeding in any court, administrative agency or other tribunal. Any of the Released Entities may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them to support a defense or counterclaim based on principles of res judicata, collateral estoppel,

release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or any similar defense or counterclaim.

10.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

10.5 This Settlement Agreement contains the entire understanding between DFW and Plaintiffs regarding the settlement of the Litigation and supersedes all previous negotiations, agreements, commitments, understandings, and writings between DFW and Plaintiffs, including between counsel for the Settling Parties, in connection with the settlement. Except as otherwise provided herein, each Settling Party shall bear their own costs.

10.6 Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also are expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class that Plaintiffs deem appropriate to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

10.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party warrants that such Person has the full authority to do so. Each

Settling Party has participated in the drafting of this Agreement and neither shall be deemed to be the sole or primary drafter of the Agreement.

10.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

10.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties. No assignment of this Settlement Agreement will be valid without the other Settling Party's prior written permission.

10.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

10.11 As used in the Settlement Agreement, "he" means "he, she, or it;" "his" means "his, hers, or its," and "him" means "him, her, or it."

10.12 All dollar amounts are in United States dollars (USD).


10.13 Cashing a settlement check or receiving a digital payment is a condition precedent to any Settlement Class Member's right to receive settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the

language: “This check must be cashed within ninety (90) days, after which time it is void.” If a check becomes void, the Settlement Class Member shall have until five (5) months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period or a digital payment fails to be received by the Settlement Class Member, the Settlement Class Member will have failed to meet a condition precedent to recovery of settlement benefits, the Settlement Class Member’s right to receive monetary relief shall be extinguished, DFW shall have no obligation to make payments to the Settlement Class Member for expense and reimbursement or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks issued or re-issued for any reason more than one hundred eighty (180) days from the Effective Date, requests for re-issuance shall not be honored after such checks become void. All other provisions of this Agreement remain in full force and effect. A check will not be re-issued if cashed and no check shall be re-issued if the request for re-issuance is made more than one hundred eighty (180) days from the Effective Date.

10.14 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

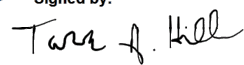
IN WITNESS WHEREOF, the parties hereto, and intending to be legally bound hereby, have duly executed this Agreement as of the date first set for above.

**AGREED TO BY:**

  
Alexander Cohen (Oct 18, 2024 18:47 CDT)

Alexander Cohen  
*Plaintiff*

Drug Free Workplaces, USA, LLC

Signed by:  
  
86A7029D05264B6

Tara Hill  
*Plaintiff*

**APPROVED AS TO FORM:**

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

**LEWIS BRISBOIS BISGAARD &  
SMITH LLP**

By: *Mariya Weekes*  
Mariya Weekes (Oct 18, 2024 19:39 EDT)

MARIYA WEEKES  
Florida Bar No. 56299  
201 Sevilla Avenue, 2<sup>nd</sup> Floor  
Coral Gables, FL 33134  
Tel: (786) 879-8200  
Fax: (786) 879-7520  
Email: mweekes@milberg.com

By: \_\_\_\_\_

Christopher Wood  
2112 Pennsylvania Avenue NW, Suite  
500, Washington, D.C. 20037  
  
*Counsel for Drug Free Workplaces,  
USA, LLC*

**KOPELOWITZ OSTROW FERGUSON  
WEISELBERG GILBERT P.A.**

By: *Kristen Lake Cardoso*  
Kristen Lake Cardoso (Oct 21, 2024 13:39 EDT)


Kristen Lake Cardoso  
Steven Sukert  
One West Las Olas Blvd., Suite 500  
Fort Lauderdale, Florida 33301  
(953) 525-4100  
cardoso@kolawyers.com  
sukert@kolawyers.com

*Class Counsel*



**AGREED TO BY:**

\_\_\_\_\_  
Alexander Cohen  
*Plaintiff*

  
\_\_\_\_\_  
Drug Free Workplaces, USA, LLC


\_\_\_\_\_  
Tara Hill  
*Plaintiff*

**APPROVED AS TO FORM:**

**MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN, PLLC**

**LEWIS BRISBOIS BISGAARD &  
SMITH LLP**

By: \_\_\_\_\_  
MARIYA WEEKES  
Florida Bar No. 56299  
201 Sevilla Avenue, 2<sup>nd</sup> Floor  
Coral Gables, FL 33134  
Tel: (786) 879-8200  
Fax: (786) 879-7520  
Email: mweekes@milberg.com

By:  \_\_\_\_\_  
Christopher Wood  
2112 Pennsylvania Avenue NW, Suite  
500, Washington, D.C. 20037  
  
*Counsel for Drug Free Workplaces,  
USA, LLC*

**KOPELOWITZ OSTROW FERGUSON  
WEISELBERG GILBERT P.A.**

By: \_\_\_\_\_  
Kristen Lake Cardoso  
Steven Sukert  
One West Las Olas Blvd., Suite 500  
Fort Lauderdale, Florida 33301  
(953) 525-4100  
cardoso@kolawyers.com  
sukert@kolawyers.com

*Class Counsel*

# **EXHIBIT A**

**Cohen v. Drug Free Workplaces, USA, LLC**

Case No. 2024 CA 000955

Florida Circuit Court, Escambia County

**If you were sent notice from Drug Free Workplaces USA, LLC (“DFW”) that your personally identifiable information may have been involved in a Data Incident, a class action settlement may affect your rights.**

*A court authorized this Notice.*

*This is not a solicitation from a lawyer.*

For complete information about the Settlement, including how to submit a Claim Form, Exclude Yourself from the Settlement, or Object to the Settlement, please visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**.

DFW Data Incident Settlement  
c/o Claims Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

A proposed settlement has been reached about a cybersecurity incident that potentially involved the unauthorized access to individuals' names and Social Security numbers on or around March 29, 2023 ("Data Incident"). Drug Free Workplaces USA, LLC ("DFW") denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that DFW has violated any laws, but rather is the resolution of disputed claims.

**Am I Included?** Yes. DFW records indicate your information may have been involved in the Data Incident.

**The Settlement Benefits.** Settlement Class Members who submit a Valid Claim are eligible to receive the following:

- **Ordinary Losses:** Up to \$475 for documented, ordinary losses incurred as a result of the Data Incident. The \$475 aggregate total includes any payment for *Lost Time*.
- **Lost Time:** \$17 per hour for up to 4 hours for time spent dealing with the Data Incident.
- **Extraordinary Losses:** Reimbursement for documented extraordinary monetary out-of-pocket expenses for identity theft or fraud resulting from the Data Incident in an amount not to exceed \$5,000 per Settlement Class Member.
- **Credit Monitoring:** 24 months of one-bureau credit monitoring services with at least \$1 million in fraud protection.

**How Do I Receive Settlement Benefits?** Settlement Class Members must submit a Claim Form online at **WEBSITE** or by mailing a completed Claim Form postmarked no later than **DEADLINE** to the Claims Administrator. Please visit **WEBSITE** for more information about submitting a Claim Form and for complete details about the Settlement Benefits.

**What Are My Options?** If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue DFW about the claims resolved by this Settlement. If you **exclude yourself**, you will not receive any Settlement Benefits, but you will keep your right to sue DFW in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is **DEADLINE**. Visit **WEBSITE** for complete details on how to exclude yourself from, or object to, the Settlement.

**The Final Fairness Hearing.** The Court will hold a Final Fairness Hearing at **[TIME, on DATE]**, in Courtroom **█** located at **INSERT COURT ADDRESS**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of \$200,000.00 in attorneys' fees, costs, and expenses, as well as service awards of \$1,250.00 for each of the two Class Representatives. Any award of attorneys' fees, costs, and expenses, and/or service awards will be paid by DFW in addition to the Settlement Benefits available to Settlement Class Members. If there are objections, the Court will consider them.

**This Notice is only a Summary.** For additional information, please visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**.

# **EXHIBIT B**

**COHEN V. DRUG FREE WORKPLACES, USA, LLC**  
No. 2024 CA 000955  
IN THE CIRCUIT COURT OF THE 1ST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

**If you were sent notice from Drug Free Workplaces USA, LLC that your personally identifiable information was involved in a Data Incident, a class action settlement may affect your rights.**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

- A settlement has been proposed in a class action lawsuit against Drug Free Workplaces USA, LLC (“DFW”) relating to a cybersecurity incident DFW discovered on or around March 29, 2023 that potentially involved unauthorized access to individuals’ names and Social Security numbers on or around March 29, 2023 (“Data Incident”). DFW denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that DFW has violated any laws, but rather the resolution of disputed claims.
- If you received a notification from DFW about the Data Incident in 2023, you are included in this Settlement as an individual in the “Settlement Class.”
- Settlement Class Members who submit a Valid Claim will be eligible to receive benefits made available through the Settlement (“Settlement Benefits”) (See Questions 7-11 below).
- Your legal rights are affected regardless of whether you do or do not act. Read this notice carefully. For complete details, visit **WEBSITE** or call toll-free 1-**XXX-XXX-XXXX**.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b> BY: <b>DEADLINE</b>	Submitting a Valid Claim through the Claim Form is the only way you can receive Credit Monitoring Services or a payment for Ordinary Losses, including Lost Time, and/or Extraordinary Losses.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT</b> BY: <b>DEADLINE</b>	If you exclude yourself from this Settlement, you will not get any payment or credit monitoring services from the Settlement, but you also will not release your claims against DFW. This is the only option that allows you to be part of any other lawsuit against DFW for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may <u>not</u> object to the Settlement.
<b>OBJECT TO THE SETTLEMENT</b> BY: <b>DEADLINE</b>	To object to the settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing at your own expense.
<b>DO NOTHING</b>	If you do nothing, you will not receive the Settlement Benefits and you will also give up certain legal rights.

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

## WHAT THIS NOTICE CONTAINS

<b>BASIC INFORMATION</b> .....	<b>PAGE 2</b>
<b>WHO IS INCLUDED IN THE SETTLEMENT?</b> .....	<b>PAGE 3</b>
<b>THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY</b> .....	<b>PAGE 3</b>
<b>HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM</b> .....	<b>PAGE 5</b>
<b>REMAINING IN THE SETTLEMENT</b> .....	<b>PAGE 6</b>
<b>EXCLUDING YOURSELF FROM THE SETTLEMENT</b> .....	<b>PAGE 6</b>
<b>THE LAWYERS REPRESENTING YOU</b> .....	<b>PAGE 7</b>
<b>OBJECTING TO THE SETTLEMENT</b> .....	<b>PAGE 7</b>
<b>THE COURT’S FINAL FAIRNESS HEARING</b> .....	<b>PAGE 8</b>
<b>IF YOU DO NOTHING</b> .....	<b>PAGE 9</b>
<b>GETTING MORE INFORMATION</b> .....	<b>PAGE 9</b>

### BASIC INFORMATION

#### 1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Claims Administrator appointed by the Court will distribute the Settlement Benefits to Settlement Class Members who have submitted Valid Claims. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the Florida Circuit Court for the First Judicial Circuit in and for Escambia County, Florida. The case is known as *Cohen v. Drug Free Workplaces, USA, LLC*, No. 2024 CA 000955. Alexander Cohen and Tara Hill, the individuals who brought this class action lawsuit, are called the Plaintiffs or Class Representatives and the entity sued, Drug Free Workplaces USA, LLC or DFW, is called the Defendant.

#### 2. What is this lawsuit about?

The Plaintiffs claim that DFW is liable for the Data Incident and have asserted numerous claims, including negligence, negligence per se, breach of implied contract, unjust enrichment, and violations of the Florida Deceptive and Unfair Trade Practices Act.

The Plaintiffs seek, among other things, payment and credit monitoring for persons who were injured by the Data Incident. DFW has denied and continues to deny all of the claims made in the lawsuit, as well as all charges of wrongdoing or liability against it.

#### 3. What is a class action Settlement?

In a class action, one or more people called Plaintiff or Plaintiffs (in this case, Alexander Cohen and Tara Hill) sue on behalf of people who the Plaintiffs assert have similar claims. If the class action is settled, together, these people are called a Settlement Class or Settlement Class Members. One court and one judge resolve the issues for the Settlement Class, except for those who exclude themselves from the Settlement Class. In this case, those who stay in the Settlement are “Settlement Class Members”.

#### 4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or DFW (the “Settling Parties”). Instead, the Settling Parties negotiated a Settlement that makes available benefits to the Settlement Class while avoiding the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. Plaintiffs and Class Counsel think the Settlement is in the best interest of all Settlement Class Members. This Settlement does not mean that DFW did anything wrong.

### WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all persons to whom DFW sent notice in 2023 of the Data Incident.

People in the Settlement Class were sent notice of this class action settlement via mail. If you received notice of this Settlement, you are eligible to submit a Claim Form for Settlement Benefits. If you are still not sure whether you are included, you can contact the Claims Administrator by calling toll-free at 1-XXX-XXX-XXXX or by visiting the Settlement Website at WEBSITE.

#### 6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are members of the judiciary who have presided or are presiding over this matter and their families and staff. Individuals in the Settlement Class who timely and validly request exclusion from the Settlement Class are not part of the Settlement. In other words, they stop being in the Settlement Class (see Questions 18-20).

### THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

#### 7. What does the Settlement provide?

The Settlement provides for the following Settlement Benefits for Settlement Class Members who submit a Valid Claim.

- Ordinary Losses: Up to \$475 for documented, unreimbursed losses incurred as a result of the Data Incident.
- Lost Time: \$17/hour for up to four hours for time spent dealing with the Data Incident (subject to the \$475 aggregate cap for Ordinary Losses).
- Extraordinary Losses: Up to \$5,000 for documented, unreimbursed monetary loss caused by identity theft resulting from the Data Incident.
- Credit Monitoring: two years of identity theft protection and credit monitoring services.

In addition, DFW will separately pay: (1) Attorneys’ Fees, Costs, and Expenses awarded by the Court up to \$200,000.00; (2) service awards up to \$1,250.00 awarded by the Court to each of the two Class Representatives; and the costs to provide Notice and Claims Administration services. DFW has also made certain systems or business practice changes.

Please visit WEBSITE for complete information about the Settlement Benefits.



## 8. What payments are available for Ordinary Losses?

All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for reimbursement for the following documented Ordinary Losses and attested to Lost Time incurred/spent between March 29, 2023 and seven days after the Court approved notice of settlement is sent to the Settlement Class, not to exceed an aggregate total of \$475.00 per Settlement Class Member:

**Ordinary Losses** incurred as a result of the Data Incident, include but are not limited to: (i) bank fees, (ii) long distance telephone charges; (iii) cell phone voice charges (if charged by the minute) or data charges (if charged by the amount of data used); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased as a result of the Data Incident.

To receive reimbursement, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation to the Claims Administrator.

Documentation supporting Ordinary Losses may include receipts or similar documentation that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts, by themselves are insufficient to receive reimbursement, but may be considered by the Claims Administrator to add clarity or support.

## 9. What payments are available for Lost Time?

Settlement Class Members may also submit a claim for up to four hours of time spent dealing with the Data Incident (calculated at \$17.00 per hour), with an attestation under penalty of perjury that any claimed lost time was spent responding to issues raised by the Data Incident.

Lost Time is included in the \$475.00 maximum amount for Ordinary Losses per Settlement Class Member.

## 10. What payments are available for Extraordinary Losses?

Settlement Class Members can also receive reimbursement for their documented extraordinary monetary out-of-pocket expenses to the extent not already covered by Ordinary Losses/Lost Time if their identity was stolen or injuriously misused as a result of the Data Incident in an amount not to exceed \$5,000.00 per Settlement Class Member.

Settlement Class Members are eligible to receive reimbursement for extraordinary out-of-pocket expenses that meet the following conditions:

- a) The loss is an actual, documented and unreimbursed monetary loss caused by (i) injurious misuse of the Settlement Class Member’s personally identifiable information (“PII”) or (i) fraud associated with the Settlement Class Member’s PII;
- b) The loss was more likely than not caused by the Data Incident;
- c) The loss occurred between March 29, 2023 and seven days after the Court approved notice of settlement is sent to the Settlement Class; and
- d) The loss is not already covered by the ordinary loss/lost time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member’s identity protection services or identity theft insurance, if any such services/insurance applies.

Examples of Extraordinary Losses include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations (“Extraordinary Expenses”).

To claim Extraordinary Expenses, the Settlement Class Member must attest under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Incident and provide reasonable documentation of the out-of-pocket losses claimed.

Documentation supporting Extraordinary Losses may include receipts or similar documentation that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts, by themselves are insufficient to receive reimbursement, but may be considered by the Claims Administrator to add clarity or support.

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

### 11. What is included in the Credit Monitoring Services?

All Settlement Class Members are eligible to receive 24 months of one-bureau credit monitoring services with at least \$1 million in fraud protection upon submission of a timely, Valid Claim.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a Valid Claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

### 12. What are the Changes to Systems or Business Practices?

In connection with the settlement negotiations, DFW has acknowledged (without any admission of liability), that DFW has made certain systems or business practice changes to mitigate the risk of similar data incidents in the future.

DFW agrees to disclose the details of the systems or business practice changes made to Class Counsel and estimate, to the extent reasonably calculable, the annual cost of those enhancements.

## HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

### 13. How do I get benefits from the Settlement?

In order to receive Credit Monitoring or payment for Ordinary Losses, including Lost Time, and/or Extraordinary Losses, Settlement Class Members must complete and submit a Claim Form.

Claim Forms are available at [WEBSITE](#), or you may request one by mail by calling [1-XXX-XXX-XXXX](#) or emailing [EMAIL ADDRESS](#).

Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **Month Day, 2024** to: DFW Data Incident Settlement, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

#### 14. How will claims be decided?

The Claims Administrator will decide whether the information provided on the Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the Claims Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid at the Claims Administrator's discretion. Counsel for the Settling Parties, in certain circumstances, as explained in the Settlement Agreement (available at WEBSITE) may also play a role in deciding claims.

#### 15. When will I get my payment?

The Court will hold a Final Fairness Hearing at  **: 0 .m. on Month Day, Year** to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further questions regarding payment timing, you may contact the Claims Administrator by emailing **EMAIL ADDRESS**.

### REMAINING IN THE SETTLEMENT

#### 16. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want to receive any of the Settlement Benefits, you must submit a Claim Form online or postmarked by **Month Day, 2024**.

If you do nothing, you will **not** receive credit monitoring services or be eligible to receive a payment for Ordinary Losses, Lost Time, or Extraordinary Losses. You will also give up certain legal rights.

#### 17. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue DFW for the claims being resolved by this Settlement. The specific claims you are giving up against DFW and the claims you are releasing are described in the Settlement Agreement, available at **WEBSITE**. The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 21 for free or you can, of course, talk to your own lawyer at your own expense.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this Settlement, and you want to keep the right to sue DFW about issues in the lawsuit, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

#### 18. If I exclude myself, can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, and you will not be bound by any judgment in this case.

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

No. Unless you exclude yourself from the Settlement, you give up any right to sue DFW for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you wish to exclude

yourself from the Settlement, **do not** submit a Claim Form; do not ask for Settlement Benefits through the Settlement.

**20. 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 the Settlement in *Cohen v. Drug Free Workplaces, USA, LLC*, No. 2024 CA 000955 (Fla. Cir. Ct., Escambia Cty.).

Your letter must also include your full name, current address, and signature. You must mail your exclusion request postmarked no later than **Month \_\_, 2024** to:

DFW Data Incident Settlement  
Attn: Exclusions  
P.O. Box 58220  
Philadelphia, PA 19102

You may also send an email to EMAIL ADDRESS containing the same information you would put in a letter seeking exclusion (see immediately above).

**THE LAWYERS REPRESENTING YOU**

**21. Do I have a lawyer in this case?**

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

Class Counsel	
Mariya Weekes John J. Nelson <b>Milberg Coleman Bryson Phillips Grossman, PLLC</b> 201 Sevilla Avenue, 2nd Floor Coral Gables, FL 33134 (866) 252-0878	Kristen Lake Cardoso Steven Sukert <b>Kopelowitz Ostrow Ferguson Weiselberg Gilbert P.A.</b> One West Las Olas Blvd., Suite 500 Fort Lauderdale, Florida 33301 (954) 525-4100

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

**22. How will Class Counsel be paid?**

Class Counsel will ask the Court to award attorneys’ fees, costs, and expenses not to exceed \$200,000.00.

DFW shall pay any award of attorneys’ fees, costs, and expenses in addition to any Settlement Benefits provided to Settlement Class Members pursuant to this Settlement.

In addition, DFW also agrees not to contest a request for a service award up to \$1,250.00 to each of the two Class Representatives, Alexander Cohen and Tara Hill, subject to Court approval.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

### **23. 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 if you do not like any aspect or provision of the Settlement such as the releases to Defendant provided, the monetary awards available to the Settlement Class, or the Attorneys' fees or service awards identified for Class Counsel and Plaintiffs. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before making a decision.

**Objections must include:** (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear **and wish to speak** at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative ; and (vii) the name of this action, *Cohen v. Drug Free Workplaces USA, LLC*, No. 2024 C 000955.

To be timely, written notice of an objection in the appropriate form must be filed with the Claims Administrator at MAILING ADDRESS or EMAIL ADDRESS

Your objection must be properly submitted by DATE. Any Settlement Class Member who fails to comply with these requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

### **24. What is the difference between objecting to and excluding myself from the Settlement?**

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

## THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

### **25. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Fairness Hearing at **TIME** on **DATE**, in Courtroom  located at **COURT ADDRESS**. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of \$200,000.00 in attorneys' fees, costs, and expenses, as well as service awards of \$1,250.00 for each of the two Class Representatives. If there are objections, the Court will consider them. The Court will take into consideration any timely sent objections and may also listen to people who have requested to speak at the hearing (*See* Question 23).

### **26. Do I have to come to the Final Fairness Hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Fairness Hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it though you can appear and make a request to speak. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

**27. May I speak at the Final Fairness Hearing?**

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 23 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

**IF YOU DO NOTHING**

**28. What happens if I do nothing?**

If you do nothing, you will not receive any of the Settlement Benefits.

If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against DFW or Released Entities about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

**GETTING MORE INFORMATION**

**29. Are more details about the Settlement available?**

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at **WEBSITE**, or by writing to Claims Administrator:

DFW Data Incident Settlement  
c/o Claims Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
**EMAIL ADDRESS**

**30. How do I get more information?**

For more information, please visit **WEBSITE** or call toll-free **1-XXX-XXX-XXXX**. You can also contact the Claims Administrator by mail or email. You can also contact Class Counsel (*see* Question 21).

***Please do not call the Court or the Clerk of the Court for additional information.***

# **EXHIBIT C**

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

**Cohen v. Drug Free Workplaces, USA, LLC**

No. 2024 CA 000955

In the Circuit Court of the 1<sup>st</sup> Judicial Circuit

In and For Escambia County, Florida

**DFW  
CLAIM**

**DFW Data Incident Settlement Claim Form**

**GENERAL INSTRUCTIONS**

Complete this Claim Form if you are in the Settlement Class and wish to receive Settlement Benefits.

The **Settlement Class** includes all persons to whom notice was sent from Drug Free Workplaces, USA, LLC (“DFW”) that their personally identifiable information was involved in the cybersecurity incident that DFW discovered on or before March 29, 2023 that potentially involved unauthorized access to the names and Social Security numbers of approximately 37,705 individuals (the “Data Incident”).

**Excluded from the Settlement Class are:** members of the judiciary who have presided or are presiding over this matter and their families and staff.

Settlement Class Members may submit a Claim Form for:

**1. Compensation for Documented Ordinary Losses and Lost Time (up to \$475 per Settlement Class Member)**

- a. **Ordinary Losses** incurred as a result of the Data Incident, including but are not limited to: (i) bank fees, (ii) long distance telephone charges; (iii) cell phone voice charges (if charged by the minute) or data charges (if charged by the amount of data used); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased as a result of the Data Incident.
- b. **Lost Time.** Settlement Class Members are eligible to receive reimbursement for up to four hours of lost time spent dealing with the Data Incident (calculated at \$17.00 per hour), with an attestation under penalty of perjury that any claimed lost time was spent responding to issues raised by the Data Incident. Claims for Lost Time and Ordinary Losses, in the aggregate, are subject to the \$475 cap per Settlement Class Member.

**2. Compensation for Documented Extraordinary Losses (up to \$5,000 per Settlement Class Member)**

Settlement Class Members can also receive reimbursement for their documented extraordinary monetary out-of-pocket expenses to the extent not already covered by Ordinary Losses and Lost Time if their identity was stolen as a result of the Data Incident in an amount not to exceed \$5,000.00 per Settlement Class Member. Settlement Class Members are eligible to receive reimbursement for the following extraordinary out-of-pocket expenses, meeting the following conditions:

- a. The loss is an actual, documented and unreimbursed monetary loss caused by (i) injurious misuse of the Settlement Class Member’s personally identifiable information (“PII”) or (i) fraud associated with the Settlement Class Member’s PII;
  - b. The loss noted in (a)(i) or (a)(ii) was more likely than not caused by the Data Incident;
  - c. The loss occurred between March 29, 2023 and seven days after the Court approved notice of settlement is sent to the Settlement Class; and
  - d. The loss is not already covered by the ordinary loss/lost time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member’s identity protection services or identity theft insurance, if any such services/insurance applies.
3. **Credit Monitoring:** All Settlement Class Members are eligible to receive 24 months of one-bureau credit monitoring services with at least \$1 million in fraud protection.

This Claim Form may be submitted electronically *via* the Settlement Website at [REDACTED] or completed and mailed, including any supporting documentation, to: *DFW Data Incident Settlement*, Attn: Claim Forms, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Hard copies of the Claim Form are available from the Claims Administrator.

**QUESTIONS? VISIT [WWW.\[REDACTED\].COM](http://WWW.[REDACTED].COM) OR CALL TOLL-FREE 1-XXX-XXX-XXXX**







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

*Cohen v. Drug Free Workplaces, USA, LLC*

No. 2024 CA 000955

In the Circuit Court of the 1<sup>st</sup> Judicial Circuit

In and For Escambia County, Florida

**DFW  
CLAIM**

### **DFW Data Incident Settlement Claim Form**

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a Valid Claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

#### **V. PAYMENT SELECTION**

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

**PayPal** - Enter your PayPal email address: \_\_\_\_\_

**Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

**Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_-\_\_\_\_-\_\_\_\_\_ or Email Address: \_\_\_\_\_

**Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

**Physical Check** - Payment will be mailed to the address provided in Section I above.

#### **VI. ATTESTATION & SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**QUESTIONS? VISIT [WWW.\\_\\_\\_\\_\\_.COM](http://WWW._____.COM) OR CALL TOLL-FREE 1-XXX-XXX-XXXX**

# **EXHIBIT D**

**IN THE CIRCUIT COURT OF THE 1ST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

ALEXANDER COHEN AND TARA HILL,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

DRUG FREE WORKPLACES, USA, LLC,

Defendant.

CASE NO.: 2024 CA 000955

DIVISION: F-CIVIL

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION  
SETTLEMENT AND CERTIFYING SETTLEMENT CLASS**

WHEREAS, Plaintiff in the above-captioned class action has applied for an order, pursuant to Florida Rule of Civil Procedure 1.220, preliminarily approving the Settlement Agreement entered into between Plaintiffs, individually and on behalf of the proposed Settlement Class, and Defendant Drug Free Workplaces, USA, LLC, dated \_\_\_\_\_, 2024 (“Preliminary Approval Order”), and the Court having reviewed the Agreement as submitted to the Court with the Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”).

WHEREAS, this Preliminary Approval Order incorporates the Agreement, and its exhibits, and the terms used herein shall have the meaning and/or definitions given to them in the Agreement, as submitted to the Court with the Motion for Preliminary Approval.

NOW, THEREFORE, pursuant to Florida Rule of Civil Procedure 1.220(e), upon the agreement of the Parties, and after consideration of the Agreement and its exhibits,

IT IS HEREBY ORDERED as follows:

1. The Court finds that the Agreement proposed by the Settling Parties is fair,

reasonable, and adequate and likely to be approved at a Final Fairness Hearing such that giving notice is justified. The representations, agreements, terms, and conditions of the Settlement, as embodied in the Agreement and the exhibits attached thereto, are preliminarily approved pending a final hearing on the Settlement as provided herein.

2. The Settlement was negotiated in good faith, and appears to be the result of extensive, arm's-length negotiations between the Settling Parties after Class Counsel and Defendant's Counsel had investigated the claims, sufficiently litigated the claims, and became familiar with the strengths and weaknesses of the claims. The Settlement appears not to be collusive, has no obvious defects, and falls within the range of reasonableness.

3. The Court finds that it will likely certify at the final approval stage the Settlement Class for purposes of the Settlement only, consisting of:

All persons to whom Defendant sent the Data Incident Notice.

Excluded from the Settlement Class are (i) the members of the judiciary who have presided or are presiding over this matter and their families and staff; and (ii) persons who timely and validly request exclusion from and opt-out of the Settlement Class.

4. For purposes of the Settlement only, the Court finds the Settlement Class meets the relevant requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(3) in that: (a) the number of Settlement Class members is so numerous that joinder is impracticable; (b) there are questions of law and fact common to the Settlement Class Members; (c) the claims of Plaintiff are typical of the claims of the Settlement Class Members; (d) Plaintiffs are adequate representatives of the Settlement Class; (e) the questions of law and fact common to the Settlement Class predominate over any questions affecting any Person in the Settlement Class; and (f) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. The Court

therefore preliminarily certifies the proposed Settlement Class.

5. For purposes of the Settlement only, the Court finds and determines that it will likely find at the final approval stage, pursuant to Florida Rule of Civil Procedure 1.220 that Plaintiffs Alexander Cohen and Tara Hill will fairly and adequately represent the interests of the Settlement Class in enforcing their rights in the Litigation, and therefore appoints them as the Class Representatives.

6. For purposes of the Settlement only, and pursuant to Florida Rule of Civil Procedure 1.220, the Court appoints the following as Class Counsel to act on behalf of both the Settlement Class and the Class Representative with respect to the Settlement:

John J. Nelson  
MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN  
402 W. Broadway, Suite 1760  
San Diego, CA 92101

Mariya Weekes  
MILBERG COLEMAN BRYSON  
PHILLIPS GROSSMAN  
201 Sevilla Avenue, 2nd Floor  
Coral Gables, FL 33134

Kristen Lake Cardoso  
Steven Sukert  
KOPELOWITZ OSTROW  
FERGUSON WEISELBERG  
GILBERT  
1 West Las Olas Blvd., Suite 500  
Fort Lauderdale, FL 33301

7. Atticus Administration, LLC is appointed as Claims Administrator and shall administer the notice program. The Claims Administrator shall abide by the terms and conditions of the Agreement that pertain to the Claims Administrator.

8. Pursuant to Florida Rule Civil Procedure 1.220(d) and (e), the terms of the Agreement (and the Settlement provided for therein) are preliminarily approved and likely to be approved at the Final Approval Hearing.

9. Having reviewed the proposed notice program, including the Short Notice, Long Notice, and Claim Form submitted by the Settling Parties as Exhibits A, B, and C to the

Agreement, respectively, the Court approves, as to form and content, such Notices for the purpose of notifying the Settlement Class as to the proposed Settlement, the Final Approval Hearing, and the rights of the Persons in the Settlement Class. Those Notices contain all of the essential elements necessary to satisfy the requirements of Florida law, including the Florida Rules of Civil Procedure and federal and state due process provisions, including the class definitions, the identities of the Settling Parties and their counsel, a summary of the terms of the proposed Settlement, information regarding the manner in which objections may be submitted, information regarding opt-out procedures and deadlines, and the date and location of the Final Fairness Hearing.

10. The Court directs the Claims Administrator to cause a copy of the Short Notice to be sent to all Settlement Class members in accordance with the Agreement. The notice program shall be completed before the filing of the motion for final approval of the Settlement (“Motion for Final Approval”).

11. The Short Notice and Long Notice shall be updated by Class Counsel and Defendant to include the correct dates and deadlines in the Notice before the notice program commences, based upon those dates and deadlines set by the Court herein. The Court finds and determines mail notice or where applicable notice by email pursuant to this Order constitutes the best notice practicable under the circumstances, constitutes due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the requirements of due process, the Florida Rules of Civil Procedure, and all other applicable law and rules.

12. Any Person falling within the definition of the Settlement Class may, upon request, be excluded or opt-out. In the event a Person in the Settlement Class wishes to be excluded and not to be bound by this Agreement, that person must submit written notice of such intent to the



designated mail or email address established by the Claims Administrator, and clearly manifest an intent to opt-out of the Settlement Class. The notice must be postmarked or emailed no later than 60 days after the date on which notice commences. Any Person in the Settlement Class who timely and properly requests exclusion in compliance with these requirements will thereafter be excluded from the Settlement Class, will not have any rights under the Settlement, will not be entitled to receive settlement benefits, and will not be bound by the Agreement or the Final order approving this Settlement (“Final Approval Order”). Any Persons in the Settlement Class who fail to submit a valid and timely opt-out request shall be bound by all terms of the Agreement and the Final Approval Order, regardless of whether they have requested to be opted-out from the Settlement.

13. Any Settlement Class Member who wishes to object to the Settlement, or to appear at the Final Fairness Hearing and show cause, if any, why the Settlement should not be approved as fair, reasonable, and adequate to the Settlement Class, or why a final judgment should not be entered thereon, may do so, but must proceed as set forth in this paragraph. Only a Settlement Class Member may file an objection. No Settlement Class Member or other Person will be heard on such matters unless they have filed a written objection(s) with the Claims Administrator, at the mail or email addresses set forth in the Long Notice no later than 60 days after the date on which notice commences, as set forth in the Long Notice. Any objection must state: (i) the objector’s full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel

will appear at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative; and (vii) the name of this action, *Cohen v. Drug Free Workplaces USA, LLC*, No. 2024 CA 000955.

14. Any Settlement Class Member who does not make his or her objection in the manner and by the date set forth in this Order shall be deemed to have waived any objections and shall be forever barred from raising such objections in this or any other action or proceeding, absent further order or permission of the Court.

15. Prior to the Final Fairness Hearing, Class Counsel shall file with the Court and serve on all Settling Parties a declaration or affidavit of the Claims Administrator certifying the notice program was completed and providing the name of each Person in the Settlement Class who timely and properly requested exclusion from the Settlement Class.

16. All pretrial proceedings in this action are stayed and suspended until further order of this Court, except such actions as may be necessary to implement the Agreement and this Preliminary Approval Order.

17. Upon the entry of this Order, the Class Representative and all Persons in the Settlement Class shall be provisionally enjoined and barred from asserting any claims against Defendant and the Released Parties arising out of, relating to, or in connection with the Released Claims prior to the Court's decision as whether to grant Final approval of the Settlement.

18. In the event that (a) this Court does not grant Final approval of the Settlement as provided in the Agreement; (b) this Court does not enter the Final Approval Order in all material respects and substantial form as the Final Approval Order submitted by the Settling Parties with the Motion for Final Approval; or (c) the Settlement does not become final for any other reason: (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall

jointly request that all scheduled Litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel; and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

19. For the benefit of the Settlement Class and to protect this Court's jurisdiction, this Court retains continuing jurisdiction over the Settlement proceedings to ensure the effectuation thereof in accordance with the Settlement preliminarily approved herein and the related orders of this Court.

20. Class Counsel and Counsel for Defendant are authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without the Court's further approval, minor form or content changes to the notices they jointly agree are reasonable or necessary.

21. A Final Fairness Hearing will be held before The Honorable \_\_\_\_\_, at \_\_\_\_\_ on \_\_\_\_\_, 2025 at \_\_:\_\_ a.m./p.m., to determine: (a) whether the Settlement should be approved as fair, reasonable, and adequate to the Settlement Class, including the benefits and Released Claims identified therein; (b) whether the Final Approval Order should be entered in substance materially the same as the Final Approval Order submitted by the Settling Parties with the Motion for Final Approval; (c) whether to approve Class Counsel's application for attorneys' fees, costs and service award for the Class Representatives; and (d) any other matters that may properly be brought before the Court in connection with the

Settlement. The Final Fairness Hearing is subject to continuation or adjournment by the Court without further notice to the Settlement Class (any change in date shall be posted on the Settlement Website). The hearing may be virtual, in which case the instructions to participate shall be posted on the Settlement Website. The Court may approve the Settlement with such modifications as the Settling Parties may agree to, if appropriate, without further notice to the Settlement Class. The Settling Parties or a Settling Party must file all moving papers and briefs in support of Final approval, inclusive of Class Counsel's application for attorneys' fees, costs and service award for the Class Representatives, no later than 45 days before the original date set forth herein for the Final Fairness Hearing.

22. Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If a Settlement Class Member does not enter an appearance, he or she will be represented by Class Counsel.

**IT IS SO ORDERED.**

DATED: \_\_\_\_\_, 2024

---

# **EXHIBIT B**

**IN THE CIRCUIT COURT OF THE 1ST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

ALEXANDER COHEN AND TARA HILL,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

DRUG FREE WORKPLACES, USA, LLC,

Defendant.

CASE NO.: 2024 CA 000955

DIVISION: F-CIVIL

**JOINT DECLARATION OF CLASS COUNSEL  
STEVEN SUKERT AND MARIYA WEEKES IN SUPPORT OF  
MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Steven Sukert and Mariya Weekes hereby declare as follows:

1. We are counsel of record for Plaintiffs<sup>1</sup> and Class Counsel for the Settlement Class in the above-captioned matter. We submit this declaration in support of Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so. Firm resumes of Kopelowitz Ostrow P.A. ("KO") and Milberg Coleman Bryson Phillips Grossman, PLLC ("Milberg") (together, "Firm Resumes") are attached hereto as *Exhibits 1-2*.

2. As can be seen from the Firm Resumes, Class Counsel have extensive experience in the litigation, certification, trial, and settlement of consumer class-action litigation, and specifically in data breach litigation. There are few, if any, firms in the nation with the expertise

---

<sup>1</sup> All terms capitalized herein have the same meanings as those in the Settlement Agreement, attached as Exhibit A to the Motion for Final Approval of Class Action Settlement.

of Class Counsel in these types of cases. Class Counsel has recovered millions of dollars for the classes they represented in dozens of cases. In negotiating this Settlement, Class Counsel had the benefit of years of experience and a familiarity with the facts of the Litigation as well as with other data breach cases. We are informed and believe Defendant's counsel is also highly experienced in this type of litigation.

3. Counsel for each side have fully evaluated the strengths, weaknesses, and equities of the Parties' respective positions and Class Counsel believe that the proposed Settlement fairly resolves the Action.

4. In November 2023, Plaintiffs filed their respective federal class action complaints against Defendant asserting various causes of action arising from a Data Incident that occurred at Defendant between approximately March 29, 2023, and May 4, 2023. On January 5, 2024, the cases were consolidated under Federal Rule of Civil Procedure 42(a). Thereafter the Plaintiffs dismissed the federal action and filed the instant case.

5. Over the course of several months, Class Counsel engaged with Defendant's Counsel in extensive arm's-length settlement negotiations. These negotiations included a significant exchange of information, through informal discovery. Extensive work was necessary analyzing the information exchanged..

6. Discovery confirmed there are over 33,000 members in the Settlement Class.

7. After negotiating the details of the Settlement Agreement, Plaintiffs filed their Motion for Preliminary Approval of Class Action Settlement on October 24, 2024. On October 30, 2024, the Court entered its Order Preliminarily Approving Class Action Settlement and Certifying Settlement Class

8. The Parties' negotiations were principled and based on the Parties' respective assessments of the strengths and weaknesses of their positions, and interpretations of the law relative to those positions.

9. Class Counsel believe the Settlement benefits (which include reimbursement for Ordinary Losses of up to \$475 per Settlement Class Member, reimbursement for Extraordinary Losses of up to \$5,000.00 per Settlement Class Member, as well as non-monetary relief) adequately compensate Class Members for the harm they suffered, and in light of the risks of litigation, represents an excellent result for Class Members.

10. While Plaintiffs and Class Counsel firmly believe Plaintiffs' claims would have resulted in class certification and favorable adjudication on the merits, Plaintiffs faced significant risks should they have continued to litigate the Action, which include Defendant: (i) successfully moving for dismissal of Plaintiffs' claims; (ii) successfully opposing class certification; (iii) successfully appealing a class certification order; (iv) successfully prevailing on a post-certification summary judgment motion; (v) prevailing at trial; or (vi) successfully appealing a post-certification summary judgment or trial judgment.

11. While Plaintiffs dispute Defendant's arguments, it was unclear how the arguments would be resolved. Thus, there was a substantial risk that Settlement Class members could receive nothing at all.

12. The risk of establishing damages in this Action was not insignificant. Indeed, there was no assurance that a jury or the Court would have found in favor of the Settlement Class and awarded the full amounts claimed as owed.



13. Moreover, even if the class were certified and Plaintiffs prevailed on the merits, it would still take years to litigate the Action through trial and the various appeals (e.g., the class certification order and final judgment).

14. The Settlement offers Settlement benefits that favorably compare with similar data breach class actions.

15. The Settlement will provide certain, substantial, and immediate relief to the Settlement Class. It ensures that Settlement Class Members with Valid Claims will receive guaranteed compensation now, provides Settlement Class Members with access to Settlement benefits that may not have been available at trial, and confirms Defendant has taken security measures to protect Settlement Class Members' data that may remain in its possession.

16. Class Counsel vigorously litigated this Action and, on the basis of our investigation into this Action and experience with and knowledge of the law and procedure governing the claims of Plaintiffs and the Settlement Class, it is our belief that the Settlement is in the Settlement Class's best interests.

17. Indeed, the Settlement is an excellent result, given the complexity of the Action and the significant barriers that would loom in the absence of settlement.

18. The Settlement Class as a whole endorses and supports the Settlement. Following the successful Notice Program, the Settlement Class had ample opportunity to opt-out or object to the Settlement. As of the date of the filing of the Motion for Final Approval, only one Settlement Class member has opted-out, and none have objected.

19. In sum, the Settlement benefits are fair, reasonable, and adequate in light of Defendant's defenses, and the challenging and unpredictable path of litigation Plaintiffs would have faced absent a settlement.

20. The Class Representatives have expended time and effort and took on significant risks for the benefit of the putative class as a whole, imposing a burden on them out of proportion to their individual stakes in the matter. They have zealously litigated their claims, secured substantial relief, and have no interests antagonistic to the Settlement Class.

21. Class Counsel have zealously litigated Plaintiffs' claims, secured substantial relief, and have no interests antagonistic to the Settlement Class.

22. Continuing through today, Class Counsel has continued to work with Defendant and the Settlement Administrator regarding Claims administration and processing as well as answering questions from Settlement Class members about the Settlement and the process.

23. Resolution of thousands of claims in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. Given the small value of their individual claims, and their support for the Settlement, it can be inferred that Settlement Class members are not interested in prosecuting their own claims. Class Counsel is unaware of any other litigation against Defendant arising from the Data Incident. It is desirable to litigate the claims in Escambia County Circuit Court given Defendant's location, and manageability is not a concern.

24. Class Counsel believe the Settlement is favorable for the Settlement Class. It is our well-informed opinion that, given the uncertainty and further substantial risk and expense of pursuing the Action through contested dispositive motions, class certification proceedings, trial, and appeal, the proposed Settlement is fair, reasonable, and adequate.

25. The timing of the Claim submission process was structured to ensure Settlement Class members received due process, *i.e.*, that all Settlement Class members had adequate time to review the terms of the Settlement, compile documents supporting their Claim, and decide whether to submit a Claim, opt out of, take no action, or object to the Settlement. The Notices provided a

detailed summary of the relevant information about the Settlement, including the Settlement Website address and how Settlement Class members could submit a Claim Form online or by mail prior to the Claims Deadline. For all methods of submitting a Claim Form, Settlement Class Members were given the option of receiving a digital payment or a traditional paper check.

\* \* \* \* \*

I declare under penalty of perjury of the laws of the State of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Fort Lauderdale, Florida on this 24th day of January, 2025.

/s/ Steven Sukert  
Steven Sukert

I declare under penalty of perjury of the laws of the State of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Coral Gables, Florida on this 24th day of January, 2025.

/s/ Mariya Weekes  
Mariya Weekes

# **EXHIBIT 1**



# FIRM RESUME

One West Las Olas Boulevard, Suite 500  
Fort Lauderdale, Florida 33301

**Telephone:** 954.525.4100

**Facsimile:** 954.525.4300

**Website:** [www.kolawyers.com](http://www.kolawyers.com)

**Miami – Fort Lauderdale – Boca Raton**

## OUR FIRM

For over two decades, Kopelowitz Ostrow Ferguson Weiselberg Gilbert (KO) has provided comprehensive, results-oriented legal representation to individual, business, and government clients throughout Florida and the rest of the country. KO has the experience and capacity to represent its clients effectively and has the legal resources to address almost any legal need. The firm's 25 attorneys have practiced at several of the nation's largest and most prestigious firms and are skilled in almost all phases of law, including consumer class actions, multidistrict litigation involving mass tort actions, complex commercial litigation, and corporate transactions. In the class action arena, the firm has experience not only representing individual aggrieved consumers, but also defending large institutional clients, including multiple Fortune 100 companies.

---

## WHO WE ARE

The firm has a roster of accomplished attorneys. Clients have an opportunity to work with some of the finest lawyers in Florida and the United States, each one committed to upholding KO's principles of professionalism, integrity, and personal service. Among our roster, you'll find attorneys whose accomplishments include Board Certified in their specialty; serving as in-house counsel for major corporations, as city and county attorneys handling government affairs, and as public defenders and prosecutors; achieving multi-millions of dollars through verdicts and settlements in trials, arbitrations, and alternative dispute resolution procedures; successfully winning appeals at every level in Florida state and federal courts; and serving government in various elected and appointed positions.

KO has the experience and resources necessary to represent large putative classes. The firm's attorneys are not simply litigators, but rather, experienced trial attorneys with the support staff and resources needed to coordinate complex cases.

# CLASS ACTION PLAINTIFF

Since its founding, KO has initiated and served as lead class counsel in dozens of high-profile class actions. Although the actions are diverse by subject area, KO has established itself as one of the leading firms that sue national and regional banks and credit unions related to the unlawful assessment of fees. Their efforts spanning a decade plus have resulted in recoveries in excess of \$500 million and monumental practices changes that have changed the industry and saving clients billions of dollars.

Additionally, other past and current cases have been prosecuted for breaches of insurance policies; data breaches; data privacy; wiretapping; biometric privacy; gambling; false advertising; defective consumer products and vehicles; antitrust violations; and suits on behalf of students against colleges and universities arising out of the COVID-19 pandemic.

The firm has in the past litigated certified and proposed class actions against Blue Cross Blue Shield and United Healthcare related to their improper reimbursements of health insurance benefits. Other insurance cases include auto insurers failing to pay benefits owed to insureds with total loss vehicle claims. Other class action cases include cases against Microsoft Corporation related to its Xbox 360 gaming platform, ten of the largest oil companies in the world in connection with the destructive propensities of ethanol and its impact on boats, Nationwide Insurance for improper mortgage fee assessments, and several of the nation's largest retailers for deceptive advertising and marketing at their retail outlets and factory stores.

## CLASS ACTION DEFENSE

The firm also brings experience in successfully defended many class actions on behalf of banking institutions, mortgage providers and servicers, advertising conglomerates, aircraft manufacturer and U.S. Dept. of Defense contractor, a manufacturer of breast implants, and a national fitness chain.

---

## MASS TORT LITIGATION

The firm also has extensive experience in mass tort litigation, including serving as Lead Counsel in the Zantac Litigation, one of the largest mass torts in history. The firm also has handled cases against 3M related to defective earplugs, several vaginal mesh manufacturers, Bayer in connection with its pesticide Roundup, Bausch & Lomb for its Renu with MoistureLoc product, Wyeth Pharmaceuticals related to Prempro, Bayer Corporation related to its birth control pill YAZ, and Howmedica Osteonics Corporation related to the Stryker Rejuvenate and AGB II hip implants. In connection with the foregoing, some of which has been litigated within the multidistrict arena, the firm has obtained tens of millions in recoveries for its clients.

---

## OTHER AREAS OF PRACTICE

In addition to class action and mass tort litigation, the firm has extensive experience in the following practice areas: commercial and general civil litigation, corporate transactions, health law, insurance law, labor and employment law, marital and family law, real estate litigation and transaction, government affairs, receivership, construction law, appellate practice, estate planning, wealth preservation, healthcare provider reimbursement and contractual disputes, white collar and criminal defense, employment contracts, environmental, and alternative dispute resolution.

---

## FIND US ONLINE

To learn more about KO, or any of the firm's other attorneys, please visit [www.kolawyers.com](http://www.kolawyers.com).



## CLASS ACTION AND MASS TORTS

*Aseltine v. Bank of America, N.A.*, 3:23-cv-00235 (W.D.N.C.) – Preliminary Approval - \$21 million

*McNeil v. Capital One, N.A.*, 1:19-cv-00473 (E.D.N.Y.) – Preliminary Approval - \$16 million

*Devore, et al. v. Dollar Bank*, GD-21-008946 (Ct. Common Pleas Allegheny 2024) - \$7 million

*Nimsey v. Tinker Federal Credit Union*, C1-2019-6084 (Dist. Ct. Oklahoma 2024) - \$5.475 million

*Precision Roofing of N. Fla. Inc., et al. v. CenterState Bank*, 3:20-cv-352 (S.D. Fla. 2023) - \$2.65 million

*Checchia v. Bank of America, N.A.*, 2:21-cv-03585 (E.D. Pa. 2023) - \$8 million

*Quirk v. Liberty Bank*, X03-HHD-CV20-6132741-S (Jud. Dist. Ct. Hartford 2023) - \$1.4 million

*Meier v. Prosperity Bank*, 109569-CV (Dist. Ct. Brazoria 2023) - \$1.6 million

*Abercrombie v. TD Bank, N.A.*, 0:21-cv-61376 (S.D. Fla. 2022) - \$4.35 million

*Perks, et al. v. TD Bank, N.A.*, 1:18-cv-11176 (E.D.N.Y. 2022) - \$41.5 million

*Fallis v. Gate City Bank*, 09-2019-CV-04007 (Dist. Ct., Cty. of Cass, N.D. 2022) - \$1.8 million

*Glass, et al. v. Delta Comm. Cred. Union*, 2019CV317322 (Sup. Ct. Fulton Ga. 2022) - \$2.8 million

*Roy v. ESL Fed. Credit Union*, 19-cv-06122 (W.D.N.Y. 2022) - \$1.9 million

*Wallace v. Wells Fargo*, 17CV317775 (Sup. Ct. Santa Clara 2021) - \$10 million

*Doxey v. Community Bank, N.A.*, 8:19-CV-919 (N.D.N.Y. 2021) - \$3 million

*Coleman v. Alaska USA Federal Credit Union*, 3:19-cv-0229-HRH (Dist. of Alaska 2021) - \$1 million

*Smith v. Fifth Third Bank*, 1:18-cv-00464-DRC-SKB (W.D. Ohio 2021) - \$5.2 million

*Lambert v. Navy Federal Credit Union*, 1:19-cv-00103-LO-MSN (S.D. Va. 2021) - \$16 million

*Roberts v. Capital One, N.A.*, 16 Civ. 4841 (LGS) (S.D.N.Y. 2021) - \$17 million

*Lloyd v. Navy Federal Credit Union*, 17-cv-01280-BAS-RBB (S.D. Ca. 2019) - \$24.5million

*Farrell v. Bank of America, N.A.*, 3:16-cv-00492-L-WVG (S.D. Ca. 2018) - \$66.6 million

*Bodnar v. Bank of America, N.A.*, 5:14-cv-03224-EGS (E.D. Pa. 2015) - \$27.5 million

*Morton v. Green Bank*, 11-135-IV (20th Judicial District Tenn. 2018) - \$1.5 million

*Hawkins v. First Tenn. Bank*, CT-004085-11 (13th Jud. Dist. Tenn. 2017) - \$16.75 million

*Payne v. Old National Bank*, 82C01-1012 (Cir. Ct. Vanderburgh 2016) - \$4.75 million

*Swift. v. Bancorpsouth*, 1:10-CV-00090 (N.D. Fla. 2016) - \$24.0 million

*Mello v. Susquehanna Bank*, 1:09-MD-02046 (S.D. Fla. 2014) – \$3.68 million

*Johnson v. Community Bank*, 3:11-CV-01405 (M.D. Pa. 2013) - \$1.5 million

*McKinley v. Great Western Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$2.2 million

*Blabut v. Harris Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$9.4 million

*Wolfgeher v. Commerce Bank*, 1:09-MD-02036 (S.D. Fla. 2013) - \$18.3 million

*Case v. Bank of Oklahoma*, 09-MD-02036 (S.D. Fla. 2012) - \$19.0 million

*Hawthorne v. Umpqua Bank*, 3:11-CV-06700 (N.D. Cal. 2012) - \$2.9 million

*Simpson v. Citizens Bank*, 2:12-CV-10267 (E.D. Mich. 2012) - \$2.0 million

*Harris v. Associated Bank*, 1:09-MD-02036 (S.D. Fla. 2012) - \$13.0 million

*LaCour v. Whitney Bank*, 8:11-CV-1896 (M.D. Fla. 2012) - \$6.8 million

*Orallo v. Bank of the West*, 1:09-MD-202036 (S.D. Fla. 2012) - \$18.0 million

*Taulava v. Bank of Hawaii*, 11-1-0337-02 (1st Cir. Hawaii 2011) - \$9.0 million

# DATA BREACH AND PRIVACY

*In re: Fortra*, MDL No. 3090 (S.D. Fla.) – Co-Lead Counsel  
*Crove, et al. v. Managed Care of North America, Inc.*, 0:23-cv-61065-AHS (S.D. Fla.) – Co-Lead Counsel  
*Malinowski, et al. v. IBM Corp. and Johnson & Johnson*, 7:23-cv-08421 (S.D.N.Y.) – Co-Lead Counsel  
*Gordon, et al. v. Zeroed-In Technologies, LLC, et al.*, 1:23-CV-03284 (D. Md.) – Co-Lead Counsel  
*Harrell, et al. v. Webtpa Employer Services LLC*, 3:24-CV-01158 (N.D. Tex.) - Co-Lead Counsel  
*Gambino, et al. v. Berry Dunn Mcneil & Parker LLC*, 2:24-CV-00146 (D. Me.) - Co-Lead Counsel  
*Isaac v. Greylock McKinnon Associates, Inc.*, 1:24-CV-10797 (D. Mass.) - Co-Lead Counsel  
*Rodriguez, et al. v. Caesars Entertainment, Inc.*, 2:23-CV-01447 (D. Nev.) - Steering Committee Chair  
*Owens v. MGM Resorts International*, 2:23-cv-01480-RFB-MDC (D. Nev.) - Executive Committee  
*Doyle v. Luxottica of America, Inc.*, 1:20-cv-00908-MRB (S.D. Ohio) - Executive Committee  
*Doe, et al. v. Highmark, Inc.*, 2:23-cv-00250-NR (W.D. Penn.) - Executive Committee  
*Silvers, et al. v. HCA Healthcare, Inc.*, 1:23-cv-01003-LPH (S.D. In.) - Executive Committee  
*In re: 21st Century Oncology*, MDL No. 2737 (M.D. Fla. 2021) - \$21.8 million  
*In re: CaptureRx Data Breach*, 5:21-cv-00523 (W.D. Tex. 2022) - \$4.75 million  
*Lopez, et al. v. Volusion, LLC*, 1:20-cv-00761 (W.D. Tex. 2022) - \$4.3 million  
*Mathis v. Planet Home Lending, LLC*, 3:24-CV-00127 (D. Conn.) - Preliminary Approval - \$2.425 million  
*Stadnik v. Sovos Compliance, LLC*, 1:23-CV-12100 (D. Mass.) - Preliminary Approval - \$3.5 million  
*Turner v. Johns Hopkins, et al.*, 24-C-23-002983 (Md. Cir. Ct.) - Preliminary Approval - \$2.9 million  
*Peterson v. Vivendi Ticketing US LLC*, 2:23-CV-07498 (C.D. Cal.) - Preliminary Approval - \$3.25 million  
*Katz et al. v. Einstein Healthcare Network*, No. 02045 (Phila C.P.) - \$1.6 million  
*Opris et al v. Sincera Reproductive Medicine et al*, No. 2:21-cv-03072 (E.D. PA) - \$1.2 million

---

*Ostendorf v. Grange Indemnity Ins. Co.*, 2:19-cv-01147-ALM-KAJ (E.D. Ohio 2020) - \$12.6 million  
*Paris, et al. v. Progressive Select Ins. Co., et al.*, 19-21760-CIV (S.D. Fla. 2023) - \$38 million  
*Spielman v. USAA, et al.*, 2:19-cv-01359-TJH-MAA (C.D. Ca. 2023) - \$3 million  
*Walters v. Target Corp.*, 3:16-cv-1678-L-MDD (S.D. Cal. 2020) - \$8.2 million  
*Papa v. Grieco Ford Fort Lauderdale, LLC*, 18-cv-21897-JEM (S.D. Fla. 2019) - \$4.9 million  
*In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.) - \$88 million  
*Vandiver v. MD Billing Ltd.*, 2023LA000728 (18th Jud. Dist. Ill. 2023) - \$24 million  
*Skerandel v. Costco Wholesale Corp.*, 9:21-cv-80826-BER (S.D. Fla. 2024) - \$1.3 million  
*Evans v. Church & Dwight Co., Inc.*, 1:22-CV-06301 (N.D. Ill. 2023) - \$2.5 million  
*In Re: Farm-Raised Salmon & Salmon Prod. Antitrust Litig.*, No. 1:19-cv-21551 (S.D. Fla. 2023) - \$75 million  
*Perry v. Progressive Michigan, et al.*, 22-000971-CK (Cir. Ct. Washtenaw) - Class Counsel  
*In re Apple Simulated Casino-Style Games Litig.*, MDL No. 2958 (N.D. Cal.) - Executive Committee  
*In re Google Simulated Casino-Style Games Litig.*, MDL No. 3001 (N.D. Cal.) - Executive Committee  
*In re Facebook Simulated Casino-Style Games Litig.*, No. 5:21-cv-02777 (N.D. Cal.) - Exec. Committee

---

*In re Zantac Prods. Liab. Litig.*, MDL No. 2924 (S.D. Fla.) - Co-Lead Counsel  
*In re: National Prescription Opiate Litigation*, No. MDL No. 2804 (N.D. Ohio) - \$100 million  
*In re: Juul Labs*, No. MDL No. 2913 (N.D. Cal.) - \$26 million  
*In re: Davenport Hotel Building Collapse*, LACE137119 (Dist. Ct. Scott Cty., Iowa) - Class Counsel  
*In re: 3M Combat Arms Earplug Prod. Liab. Litig.*, MDL No. 2885 (N.D. Fla.) - Numerous Plaintiffs  
*In re: Stryker Prod. Liab. Lit.*, 13-MD-2411 (Fla. Cir Ct.) - Numerous Plaintiffs

---

# CONSUMER PROTECTION

# MASS TORT



# JEFF OSTROW

## Managing Partner

ostrow@kolawyers.com

954.332.4200

### *Bar Admissions*

Florida Bar

District of Columbia Bar

### *Court Admissions*

Supreme Court of the United States

U.S. Court of Appeals for the Eleventh Circuit

U.S. Court of Appeals for the Ninth Circuit

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Eastern District of Michigan

U.S. District Court, Western District of Tennessee

U.S. District Court, Western District of Wisconsin

U.S. District Court, Western District of Kentucky

U.S. District Court, Northern District of New York

U.S. District Court, District of Colorado

U.S. District Court, Southern District of Indiana

U.S. District Court, Eastern District of Texas

U.S. District Court, District of Nebraska

### *Education*

Nova Southeastern University, J.D. - 1997

University of Florida, B.S. - 1994

---

Jeff Ostrow is the Managing Partner of Kopelowitz Ostrow P.A. He established his own law practice in 1997 immediately upon graduation from law school and has since grown the firm to 30 attorneys in 3 offices throughout south Florida. In addition to overseeing the firm's day-to-day operations and strategic direction, Mr. Ostrow practices full time in the area of consumer class actions. He is a Martindale-Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics, which is the highest possible rating by the most widely recognized attorney rating organization in the world.

Mr. Ostrow is an accomplished trial attorney who has experience representing both Plaintiffs and Defendants. He has successfully tried many cases to verdict involving multi-million-dollar damage claims in state and federal courts. He is currently court-appointed lead counsel and sits on plaintiffs' executive committees in multiple high profile nationwide multi-district litigation actions involving cybersecurity breaches and related privacy issues.

Additionally, he has spent the past 15 years serving as lead counsel in dozens of nationwide and statewide class action lawsuits against many of the world's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$1 billion for tens of millions of bank and credit union customers, as well as monumental changes in the way they assess fees. Those changes have forever revolutionized an industry, resulting in billions of dollars of savings. In addition, Mr. Ostrow has served as lead class counsel in many consumer class actions against some of the world's largest airlines, pharmaceutical companies, clothing retailers, health and auto insurance carriers, technology companies, and oil conglomerates, along with serving as class action defense counsel for some of the largest advertising and marketing agencies in the world, banking institutions, real estate developers, and mortgage companies. A selection of

settled class actions in which Mr. Ostrow has participated are listed herein above.

Mr. Ostrow often serves as outside General Counsel to companies, advising them in connection with their legal and regulatory needs. He has represented many Fortune 500® Companies in connection with their Florida litigation. He has handled cases covered by media outlets throughout the country and has been quoted many times on various legal topics in almost every major news publication, including the Wall Street Journal, New York Times, Washington Post, Miami Herald, and Sun-Sentinel. He has also appeared on CNN, ABC, NBC, CBS, Fox, ESPN, and almost every other major national and international television network in connection with his cases, which often involve industry changing litigation or athletes in Olympic swimming, professional boxing, the NFL, NBA and MLB.

Mr. Ostrow received a Bachelor of Science in Business Administration from the University of Florida in 1994 and Juris Doctorate from Nova Southeastern University in 1997. He is a licensed member of The Florida Bar and the District of Columbia Bar, is fully admitted to practice before the U.S. Supreme Court, U.S. Court of Appeals for the Ninth Circuit and Eleventh Circuit, the U.S. District Courts for the Southern, Middle, and Northern Districts of Florida, District of Colorado, Southern District of Indiana, Western District of Kentucky, Eastern District of Michigan, Northern District of Illinois, District of Nebraska, Northern District of New York, Western District of Tennessee, Eastern District of Texas, and Western District of Wisconsin. Mr. Ostrow is also member of several bar associations.

In addition to the law practice, he is the founder and president of ProPlayer Sports LLC, a full-service sports agency and marketing firm. He represents both Olympic Gold Medalist Swimmers, World Champion Boxers, and select NFL athletes, and is licensed by both the NFL Players Association as a certified Contract Advisor. At the agency, Mr. Ostrow handles all player-team negotiations of contracts, represents his clients in legal proceedings, negotiates all marketing and NIL engagements, and oversees public relations and crisis management. He has extensive experience in negotiating, mediating, and arbitrating a wide range of issues on behalf of clients with the NFL Players Association, the International Olympic Committee, the United States Olympic Committee, USA Swimming and the World Anti-Doping Agency. He has been an invited sports law guest speaker at New York University and Nova Southeastern University and has also served as a panelist at many industry-related conferences.

He is a lifetime member of the Million Dollar Advocates Forum. The Million Dollar Advocates Forum is the most prestigious group of trial lawyers in the United States. Membership is limited to attorneys who have had multi-million dollar jury verdicts. Additionally, he is consistently named as one of the top lawyers in Florida by Super Lawyers®, a publication that recognizes the best lawyers in each state. Mr. Ostrow is an inaugural recipient of the University of Florida's Warrington College of Business Administration Gator 100 award for the fastest growing University of Florida alumni- owned law firm in the world.

When not practicing law, Mr. Ostrow serves on the Board of Governors of Nova Southeastern University's Wayne Huizenga School of Business and is the Managing Member of One West LOA LLC, a commercial real estate development company with holdings in downtown Fort Lauderdale. He has previously sat on the boards of a national banking institution and a national healthcare marketing company. Mr. Ostrow is a founding board member for the Jorge Nation Foundation, a 501(c)(3) non-profit organization that partners with the Joe DiMaggio Children's Hospital to send children diagnosed with cancer on all-inclusive Dream Trips to destinations of their choice. Mr. Ostrow resides in Fort Lauderdale, Florida, and has 3 sons.



# ROBERT C. GILBERT

Partner

## Bar Admissions

The Florida Bar  
District of Columbia Bar

## Court Admissions

Supreme Court of the United States  
U.S. Court of Appeals for the 11th Circuit  
U.S. District Court, Southern District of Florida  
U.S. District Court, Middle District of Florida

## Education

University of Miami School of Law, J.D. - 1985  
Florida International University, B.S. - 1982

**Email:** [gilbert@kolawyers.com](mailto:gilbert@kolawyers.com)

Robert C. “Bobby” Gilbert has over three decades of experience handling class actions, multidistrict litigation and complex business litigation throughout the United States. He has been appointed lead counsel, co-lead counsel, coordinating counsel or liaison counsel in many federal and state court class actions. Bobby has served as trial counsel in class actions and complex business litigation tried before judges, juries and arbitrators. He has also briefed and argued numerous appeals, including two precedent-setting cases before the Florida Supreme Court.

Bobby was appointed as Plaintiffs’ Coordinating Counsel in *In re Checking Account Overdraft Litig.*, MDL 2036, class action litigation brought against many of the nation’s largest banks that challenged the banks’ internal practice of reordering debit card transactions in a manner designed to maximize the frequency of customer overdrafts. In that role, Bobby managed the large team of lawyers who prosecuted the class actions and served as the plaintiffs’ liaison with the Court regarding management and administration of the multidistrict litigation. He also led or participated in settlement negotiations with the banks that resulted in settlements exceeding \$1.1 billion, including Bank of America (\$410 million), Citizens Financial (\$137.5 million), JPMorgan Chase Bank (\$110 million), PNC Bank (\$90 million), TD Bank (\$62 million), U.S. Bank (\$55 million), Union Bank (\$35 million) and Capital One (\$31.7 million).

Bobby has been appointed to leadership positions in numerous other class actions and multidistrict litigation proceedings. He is currently serving as co-lead counsel in *In re Zantac (Ranitidine) Prods. Liab. Litig.*, 9:20-md-02924-RLR (S.D. Fla.), as well as liaison counsel in *In re Disposable Contact Lens Antitrust Litig.*, MDL 2626 (M.D. Fla.); liaison counsel in *In re 21st Century Oncology Customer Data Security Breach Litig.*, MDL 2737 (M.D. Fla.); and *In re Farm-Raised Salmon and Salmon Products Antitrust Litig.*, No. 19-21551 (S.D. Fla.). He previously served as liaison counsel for indirect purchasers in *In re Terazosin Hydrochloride Antitrust Litig.*, MDL 1317 (S.D. Fla.), an antitrust class action that settled for over \$74 million.

For the past 18 years, Bobby has represented thousands of Florida homeowners in class actions to recover full compensation under the Florida Constitution based on the Florida Department of Agriculture's taking and destruction of the homeowners' private property. As lead counsel, Bobby argued before the Florida Supreme Court to establish the homeowners' right to pursue their claims; served as trial counsel in non-jury liability trials followed by jury trials that established the amount of full compensation owed to the homeowners for their private property; and handled all appellate proceedings. Bobby's tireless efforts on behalf of the homeowners resulted in judgments exceeding \$93 million.

Bobby previously served as an Adjunct Professor at Vanderbilt University Law School, where he co-taught a course on complex litigation in federal courts that focused on multidistrict litigation and class actions. He continues to frequently lecture and make presentations on a variety of topics.

Bobby has served for many years as a trustee of the Greater Miami Jewish Federation and previously served as chairman of the board of the Alexander Muss High School in Israel, and as a trustee of The Miami Foundation.



# JONATHAN M. STREISFELD

Partner

## ***Bar Admissions***

The Florida Bar

## ***Court Admissions***

Supreme Court of the United States

U.S. Court of Appeals for the First, Second, Fourth, Fifth Ninth, and Eleventh Circuits

U.S. District Court, Southern District of Florida

U.S. District Court, Middle District of Florida

U.S. District Court, Northern District of Florida

U.S. District Court, Northern District of Illinois

U.S. District Court, Western District of Michigan

U.S. District Court, Western District of New York

U.S. District Court, Western District of Tennessee

## ***Education***

Nova Southeastern University, J.D. - 1997

Syracuse University, B.S. - 1994

***Email: [streisfeld@kolawyers.com](mailto:streisfeld@kolawyers.com)***

Jonathan M. Streisfeld joined KO as a partner in 2008. Mr. Streisfeld concentrates his practice in the areas of consumer class actions, business litigation, and appeals nationwide. He is a Martindale Hubbell AV® Preeminent™ rated attorney in both legal ability and ethics.

Mr. Streisfeld has vast and successful experience in class action litigation, serving as class counsel in nationwide and statewide consumer class action lawsuits against the nation's largest financial institutions in connection with the unlawful assessment of fees. To date, his efforts have successfully resulted in the recovery of over \$500,000,000 for tens of millions of bank and credit union customers, as well as profound changes in the way banks assess fees. Additionally, he has and continues to serve as lead and class counsel for consumers in many class actions involving false advertising and pricing, defective products, data breach and privacy, automobile defects, airlines, mortgages, and payday lending. Mr. Streisfeld has also litigated class actions against some of the largest health and automobile insurance carriers and oil conglomerates, and defended class and collective actions in other contexts.

Mr. Streisfeld has represented a variety of businesses and individuals in a broad range of business litigation matters, including contract, fraud, breach of fiduciary duty, intellectual property, real estate, shareholder disputes, wage and hour, and deceptive trade practices claims. He also assists business owners and individuals with documenting contractual relationships and resolving disputes. Mr. Streisfeld has also provided legal representation in bid protest proceedings.

Mr. Streisfeld oversees the firm's appellate and litigation support practice, representing clients in the appeal of final and non-final orders, as well as writs of certiorari, mandamus, and prohibition. His appellate practice includes civil and marital and family law matters.

Previously, Mr. Streisfeld served as outside assistant city attorney for the City of Plantation and Village of Wellington in a broad range of litigation matters. As a member of The Florida Bar, Mr. Streisfeld served for many years on the Executive Council of the Appellate Practice Section and is a past Chair of the Section's Communications Committee. Mr. Streisfeld currently serves as a member of the Board of Temple Kol Ami Emanu-El.



# KEN GRUNFELD

Partner

## *Bar Admissions*

The Pennsylvania Bar

The New Jersey Bar

## *Court Admissions*

U.S. Court of Appeals for the Third, Fourth, Fifth, Ninth, Tenth and Eleventh Circuits

U.S. District Ct, Eastern District of Pennsylvania

U.S. District Ct, Middle District of Pennsylvania

U.S. District Ct, Western District of Pennsylvania

U.S. District Ct, District of New Jersey

U.S. District Ct, Eastern District of Michigan

U.S. District Ct, Western District of Wisconsin

## *Education*

Villanova University School of Law, J.D., 1999

University of Michigan, 1996

*Email: [grunfeld@kolawyers.com](mailto:grunfeld@kolawyers.com)*

---

Ken Grunfeld is one of the newest KO partners, having just started working at the firm in 2023. Having worked at one of Philadelphia's largest and most prestigious defense firms for nearly a decade defending pharmaceutical manufacturers, national railroads, asbestos companies and corporate clients in consumer protection, products liability, insurance coverage and other complex commercial disputes while working, Mr. Grunfeld "switched sides" about 15 years ago.

Since then, he has become one of the city's most prolific and well-known Philadelphia class action lawyers. His cases have resulted in the recovery of hundreds of millions of dollars for injured individuals.

Mr. Grunfeld brings with him a wealth of pre-trial, trial, and appellate work experience in both state and federal courts. He has successfully taken many cases to verdict. Currently, he serves as lead counsel in a number of nationwide class actions. Whether by settlement or judgment, Mr. Grunfeld makes sure the offending companies' wrongful practices have been addressed. He believes the most important part of bringing a wrongdoer to justice is to ensure that it never happens again; class actions can be a true instrument for change if done well.

Mr. Grunfeld has been named a Super Lawyer numerous times throughout his career. He has been a member of the Philadelphia, Pennsylvania, and American Bar Associations, as well as a member of the American Association for Justice (AAJ). He was a Finalist for AAJ's prestigious Trial Lawyer of the Year Award in 2012 and currently serves as AAJ's Vice Chair of the Class Action Law Group. To his strong view that attorneys should act ethically, he volunteers his time as a Hearing Committee Member for the Disciplinary Board of the Supreme Court of Pennsylvania.



Mr. Grunfeld received his undergraduate degree from the University of Michigan. He is an active member of the Michigan Alumni Association, Philadelphia chapter and serves as a Michigan Alumni Student recruiter for local high schools. He received his Juris Doctor from the Villanova University School of Law. He was a member of the Villanova Law Review and graduated Order of the Coif.

Ken is a life-long Philadelphian. He makes his home in Bala Cynwyd, Pennsylvania, where he resides with his wife, Jennifer, and his year-old twins.

# KRISTEN LAKE CARDOSO

Partner



## ***Bar Admissions***

The Florida Bar  
The State Bar of California

## ***Court Admissions***

U.S. District Court, Southern District of Florida  
U.S. District Court, Middle District of Florida  
U.S. District Court, Central District of California  
U.S. District Court, Eastern District of California  
U.S. District Court, Northern District of Illinois  
U.S. District Court, Eastern District of Michigan

## ***Education***

Nova Southeastern University, J.D., 2007  
University of Florida, B.A., 2004

***Email: [cardoso@kolawyers.com](mailto:cardoso@kolawyers.com)***

Kristen Lake Cardoso is a litigation attorney focusing on consumer class actions and complex commercial litigation. She has gained valuable experience representing individuals and businesses in state and federal courts at both the trial and appellate levels in a variety of litigation matters, including contractual claims, violations of consumer protection statutes, fraud, breach of fiduciary duty, negligence, professional liability, real estate claims, enforcement of non-compete agreements, trade secret infringement, shareholder disputes, deceptive trade practices, and other business torts.

Currently, Ms. Cardoso serves as counsel in nationwide and statewide class action lawsuits concerning violations of state consumer protection statutes, false advertising, defective products, data breaches, and breaches of contract. Ms. Cardoso is actively litigating cases against major U.S. airlines for their failure to refund fares following flight cancellations and schedule changes, as well as cases against manufacturers for their sale and misleading marketing of products, including defective cosmetics and nutritional supplements. Ms. Cardoso has also represented students seeking reimbursements of tuition, room and board, and other fees paid to their colleges and universities for in-person education, housing, meals, and other services not provided when campuses closed during the COVID-19 pandemic. Additionally, Ms. Cardoso has represented consumers seeking recovery of gambling losses from tech companies that profit from illegal gambling games offered, sold, and distributed on their platforms.

Ms. Cardoso is admitted to practice law throughout the states of Florida and California, as well as in the United States District Courts for the Southern District of Florida, Middle District of Florida, Central District of California, Eastern District of California Northern District of Illinois, and Eastern District of Michigan.

Ms. Cardoso attended the University of Florida, where she received her Bachelor's degree in Political Science, cum laude, and was inducted as a member of Phi Beta Kappa honor society. She received her law degree from Nova Southeastern University, magna cum laude. While in law school, Ms. Cardoso served as an Articles Editor for the Nova Law Review, was on the Dean's List, and was the recipient of a scholarship granted by the Broward County Hispanic Bar Association for her academic achievements. When not practicing law, Ms. Cardoso serves as a volunteer at Saint David Catholic School, including as a member of the school Advisory Board and an executive member of the Faculty Student Association. She has also served on various committees with the Junior League of Greater Fort Lauderdale geared towards improving the local community through leadership and volunteering.



# STEVEN SUKERT

Partner

## ***Bar Admissions***

The Florida Bar  
The New York Bar

## ***Court Admissions***

United States District Court, Southern District of Florida  
United States District Court, Middle District of Florida  
United States District Court, Southern District of New York  
United States District Court, Eastern District of New York  
United States District Court, Northern District of Illinois  
United States District Court, Central District of Illinois

## ***Education***

Georgetown University Law Center, J.D., 2018  
Northwestern University, B.S., 2010

***Email: [sukert@kolawyers.com](mailto:sukert@kolawyers.com)***

---

Steven Sukert has experience in all aspects of complex litigation in federal and state court, including drafting successful dispositive motions and appeals, handling discovery, and arguing court hearings. Steven focuses his practice at KO on complex class actions and multi-district litigations in courts around the country, including in data privacy, bank overdraft fee, and other consumer protection cases.

Before joining KO, Steven gained experience at Gunster, Yoakley & Stewart, P.A. in Miami in high-stakes commercial cases often involving trade secret and intellectual property claims, consumer contract claims, and legal malpractice claims, as well as in international arbitrations. Steven co-authored an amicus brief in the Florida Supreme Court case *Airbnb, Inc. v. Doe* (Case No. SC20-1167), and helped organize the American Bar Association's inaugural International Arbitration Masterclass, in 2021.

Steven was born and raised in Miami. He returned to his home city after law school to clerk for the Honorable James Lawrence King in the U.S. District Court for the Southern District of Florida.

In 2018, Steven earned his J.D. from Georgetown University Law Center. While living in the nation's capital, he worked at the U.S. Department of Labor, Office of the Solicitor, where he won the Gary S. Tell ERISA Litigation Award; the Civil Fraud Section of the U.S. Department of Justice, where he worked on large Medicare fraud cases and pioneered the use of the False Claims Act in the context of pharmaceutical manufacturers who engaged in price fixing; and the Lawyers' Committee for Civil Rights Under Law, where his proposal for writing an amicus brief in the *Janus v. AFSCME* U.S. Supreme Court case was adopted by the organization's board of directors.

Steven has a degree in Molecular Biology from Northwestern University. Prior to his legal career, he worked as a biomedical laboratory researcher at the Diabetes Research Institute in Miami.

# CAROLINE HERTER

Associate



## ***Bar Admissions***

The Florida Bar

## ***Court Admissions***

U.S. District Court, Middle District of Florida

U.S. District Court, Southern District of Florida

U.S. Bankruptcy Court, Southern District of Florida

## ***Education***

University of Miami School of Law, J.D. - 2020

University of Miami, B.S. – 2016

***Email: [Herter@kolawyers.com](mailto:Herter@kolawyers.com)***

---

Caroline Herter is a litigation attorney at the firm's Fort Lauderdale office. Caroline focuses her practice on consumer class actions, mass torts, and white-collar commercial litigation in state and federal courts nationwide. She has gained valuable experience representing individuals and businesses to hold wrongdoers accountable through claims involving personal injury, wrongful death, consumer fraud, products liability, breach of fiduciary duty, civil theft/conversion, corporate veil-piercing, fraudulent transfer, tortious interference, False Claims Act violations, and the like.

Before joining KO, Caroline worked at a boutique law firm in Miami where she represented plaintiffs in matters involving creditor's rights, insolvency, and asset recovery. She now applies this experience throughout her practice at KO, often combining equitable remedies with legal claims to ensure the best chance of recovery for her clients.

Notable cases that Caroline has been involved in include *In Re: Champlain Towers South Collapse Litigation*, where she was a member of the team serving as lead counsel for the families of the 98 individuals who lost their lives in the tragic condominium collapse. The case resulted in over \$1 billion recovered for class members, the second-largest settlement in Florida history. She also co-authored a successful petition for certiorari to the United States Supreme Court in *Olhausen v. Arriva Medical, LLC et al.*, a False Claims Act case involving the standard for determining a defendant's scienter, which led the high Court to reverse the Eleventh Circuit Court of Appeal's earlier ruling against her client.

Caroline earned her law degree from the University of Miami School of Law, summa cum laude, where she received awards for the highest grade in multiple courses. During law school Caroline was an editor of the University of Miami Law Review and a member of the Moot Court Board.

Outside of her law practice, Caroline serves on the Board of Directors of the non-profit organization Americans for Immigrant Justice.

# **EXHIBIT 2**



# **FIRM RESUME**

Milberg Coleman Bryson Phillips Grossman (“Milberg”) is an AV-rated international law firm with more than 100 attorneys and offices across the United States, the European Union, and South America. Combining decades of experience, Milberg was established through the merger of Milberg Phillips Grossman LLP, Sanders Phillips Grossman LLC, Greg Coleman Law PC, and Whitfield Bryson LLP.

Milberg prides itself on providing thoughtful and knowledgeable legal services to clients worldwide across multiple practice areas. The firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims’ rights. We have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar service to our clients. We have repeatedly been recognized as leaders in the plaintiffs’ bar and appointed to numerous leadership roles in prominent national mass torts and class actions.

*Milberg challenges corporate wrongdoing through class action, mass tort, consumer and shareholder right services, both domestically and globally.*

In the United States, Milberg currently holds more than 100 court-appointed full- and co-leadership positions in state and federal courts across the country. Our firm has offices in California, Chicago, Florida, Georgia, Illinois, Kentucky, Louisiana, Mississippi, New Jersey, New York, North Carolina, South Carolina, Tennessee, Washington, Washington D.C., and Puerto Rico. Milberg’s commitment to its clients reaches beyond the United States, litigating antitrust, securities, and consumer fraud actions in Europe and South America, with offices located in the United Kingdom, and the Netherlands. Milberg prides itself on providing excellent service worldwide.

The firm’s lawyers have been regularly recognized as leaders in the plaintiffs’ bar by the National Law Journal, Legal 500, Chambers USA, Time Magazine, Lawdragon, and Super Lawyers, among others.

*“A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers.”*  
- THE NEW YORK TIMES

# PRACTICE AREAS

## SECURITIES FRAUD

Milberg pioneered the use of class action lawsuits to litigate claims involving investment products, securities, and the banking industry. Fifty years ago, the firm set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg remains among the most influential securities litigators in the United States and internationally.

Milberg and its attorneys were appointed Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases throughout its history.

## ANTITRUST & COMPETITION LAW

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

## FINANCIAL LITIGATION

For over fifty years, Milberg's Antitrust Practice Group has prosecuted complex antitrust class actions against defendants in the healthcare, technology, agriculture, and manufacturing industries engaged in price-fixing, monopolization and other violations of antitrust law and trade restraints.

## CONSUMER PROTECTION

Milberg's Consumer Protection Practice Group focuses on improving product safety and protecting those who have fallen victim to deceptive marketing and advertising of goods and services and/or purchased defective products. Milberg attorneys have served as Lead Counsel and Co-Lead Counsel in hundreds of federal, state, and multidistrict litigation cases alleging the sale of defective products, improper marketing of products, and violations of consumer protection statutes.

## DANGEROUS DRUGS & DEVICES

Milberg is a nationally renowned firm in mass torts, fighting some of the largest, wealthiest, and most influential pharmaceutical and device companies and corporate entities in the world. Our experienced team of attorneys has led or co-led numerous multidistrict litigations of defective drugs and medical devices.



## **EMPLOYMENT & CIVIL RIGHTS**

Milberg's Employment & Civil Rights attorneys focus on class actions and individual cases nationwide arising from discriminatory banking and housing practices, unpaid wages and sales commissions, improperly managed retirement benefits, workplace discrimination, and wrongful termination.

## **ENVIRONMENTAL LITIGATION & TOXIC TORTS**

Milberg's Environmental Litigation & Toxic Torts Practice Group focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. Milberg and its attorneys have held leadership roles in all facets of litigation in coordinated proceedings, with a particular focus on developing the building blocks to establish general causation, which is often the most difficult obstacle in an environmental or toxic tort case.

## **STATE & LOCAL GOVERNMENTS**

Milberg attorneys are dedicated to defending the Constitutional and statutory rights of individuals and businesses that are subjected to unlawful government exactions and fees by state and local governments or bodies.

## **INFORMATION TECHNOLOGY**

Milberg is a leader in the fields of cyber security, data breach litigation, and biometric data collection, litigating on behalf of clients – both large and small – to change data security practices so that large corporations respect and safeguard consumers' personal data.

## **APPELLATE**

Consisting of former appellate judges, experienced appellate advocates, and former law clerks who understand how best to present compelling arguments to judges on appeal and secure justice for our clients beyond the trial courts, Milberg's Appellate Practice Group boasts an impressive record of success on appeal in both state and federal courts.

# LEADERSHIP ROLES

In re: Google Play Consumer Antitrust Litigation  
In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation  
In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation  
In re: Blackbaud Inc., Customer Data Breach Litigation  
In re: Paragard IUD Products Liability Litigation  
In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation  
In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation  
In re: Allergan Biocell Textured Breast Implant Products Liability Litigation  
In re: Zicam Cold Remedy Marketing, Sales Practices and Products Liability Litigation  
In re: Guidant Corp. Implantable Defibrillators Product Liability Litigation  
In re: Ortho Evra Products Liability Litigation  
In re: Yasmin and YAZ (Drospirenone) Marketing, Sales Practices and Products Liability Litigation  
In re: Kugel Mesh Hernia Patch Products Liability Litigation  
In re: Medtronic, Inc. Sprint Fidelis Leads Products Liability Litigation  
In re: Stand 'N Seal Products Liability Litigation  
In re: Chantix (Varenicline) Products Liability Litigation  
In re: Fosamax (alendronate Sodium) Products Liability Litigation  
In re: Benicar (Olmesartan) Products Liability Litigation  
In re: Onglyza (Saxagliptin) & Kombiglyze Xr (Saxagliptin & Metformin) Products Liability Litigation  
In re: Risperdal and Invega Product Liability Cases  
In re: Mirena IUS Levonorgestrel-Related Products Liability Litigation  
In re: Incretin-based Therapies Product Liability Litigation  
In re: Reglan/Metoclopramide  
In re: Levaquin Products Liability Litigation  
In re: Zimmer Nexgen Knee Implant Products Liability Litigation  
In re: Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation  
In re: Propecia (Finasteride) Products Liability Litigation  
In re: Transvaginal Mesh (In Re C. R. Bard, Inc., Pelvic Repair System Products Liability Litigation; In Re Ethicon, Inc., Pelvic Repair System Products Liability Litigation; In Re Boston Scientific, Inc., Pelvic Repair System Products Liability; In Re American Medical Systems, Pelvic Repair System Products Liability, and others)  
In re: Fluoroquinolone Product Liability Litigation  
In re: Depuy Orthopaedics, Inc., Pinnacle Hip Implant Products Liability Litigation  
In re: Recalled Abbott Infant Formula Products Liability Litigation  
Home Depot, U.S.A., Inc. v. Jackson  
Webb v. Injured Workers Pharmacy, LLC

# NOTABLE RECOVERIES

## \$4 Billion Settlement

In re: Prudential Insurance Co. Sales Practice Litigation

## \$3.2 Billion Settlement

In re: Tyco International Ltd., Securities Litigation

## \$1.14 Billion Settlement

In Re: Nortel Networks Corp. Securities Litigation

## \$1 Billion-plus Trial Verdict

Vivendi Universal, S.A. Securities Litigation

## \$1 Billion Settlement

NASDAQ Market-Makers Antitrust Litigation

## \$1 Billion Settlement

W.R. Grace & Co.

## \$1 Billion-plus Settlement

Merck & Co., Inc. Securities Litigation

## \$775 Million Settlement

Washington Public Power Supply System Securities Litigation

## \$586 Million Settlement

In re: Initial Public Offering Securities Litigation

# LOCATIONS

## PUERTO RICO

1311 Avenida Juan Ponce de León  
San Juan, Puerto Rico 00907

## CALIFORNIA

280 South Beverly Drive, Penthouse  
Beverly Hills, California 90212

402 West Broadway, Suite 1760  
San Diego, California 92101

## FLORIDA

201 Sevilla Avenue, Suite 200,  
Coral Gables, Florida 33134

3833 Central Avenue  
St. Petersburg, Florida 33713

## ILLINOIS

227 W. Monroe Street, Suite 2100  
Chicago, Illinois 60606

## LOUISIANA

5301 Canal Boulevard  
New Orleans, Louisiana 70124

## MICHIGAN

6905 Telegraph Road, Suite 115  
Bloomfield Hills, Michigan 48301

## NEW JERSEY

1 Bridge Plaza North, Suite 675  
Fort Lee, New Jersey 07024

## NEW YORK

100 Garden City Plaza, Suite 500  
Garden City, New York 11530

405 E 50th Street  
New York, New York 10022

## NORTH CAROLINA

900 West Morgan Street  
Raleigh, North Carolina 27603

5 West Hargett Street, Suite 812  
Raleigh, North Carolina 27601

## SOUTH CAROLINA

825 Lowcountry Blvd, Suite 101  
Mount Pleasant, South Carolina 29464

## TENNESSEE

800 S. Gay Street, Suite 1100  
Knoxville, Tennessee 37929

## WASHINGTON

1420 Fifth Ave, Suite 2200  
Seattle, Washington 98101

17410 133rd Avenue, Suite 301  
Woodinville, Washington 98072

## WASHINGTON, D.C.

5335 Wisconsin Avenue NW, Suite 440  
Washington, D.C. 20015

## NETHERLANDS

## UNITED KINGDOM



# **EXHIBIT C**

**IN THE CIRCUIT COURT OF THE 1ST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

ALEXANDER COHEN and TARA HILL,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

DRUG FREE WORKPLACES, USA, LLC,

Defendant

CASE NO.: 2024 CA 000955

DIVISION: F-CIVIL

**DECLARATION OF BRYN BRIDLEY ON NOTICE  
AND SETTLEMENT ADMINISTRATION**

I, BRYN BRIDLEY, declare as follows:

1. I am the Vice President of Business Development at Atticus Administration, LLC (“Atticus”), a firm providing class action and claims administration services. I have extensive experience with class action notice, claims processing, and settlement administration. I am fully familiar with the facts contained herein based upon my personal knowledge and involvement in this matter.

2. Atticus is the Court-appointed Claims Administrator<sup>1</sup> for the above-captioned Action and is responsible for carrying out the terms of the Settlement Agreement in accordance with the *Order Preliminarily Approving Class Action Settlement and Certifying Settlement Class* (“Preliminary Approval Order”), entered by the Court on October 30, 2024.

3. I submit this Declaration to inform the Parties, and the Court of the Claims Administration activities completed to date. This Declaration describes the: (i) dissemination of Notice of the proposed Settlement, (ii) Settlement Website and toll-free information line, (iii) opt-out requests and objections received (iv) Claim Form submissions, and (v) Costs of Claims Administration.

---

<sup>1</sup> All capitalized terms herein shall have the same meanings as those defined in the Settlement Agreement, attached as Exhibit A to the Motion for Final Approval of Class Action Settlement.

**I. DISSEMINATION OF NOTICE**

4. The Notice Program was timely commenced in accordance with the Court’s instructions in the Preliminary Approval Order. On November 12-13, 2024, Atticus received data files from Defendant that contained the name, address, and Social Security number for a list of individuals to whom Defendant sent a Data Incident Notice pertaining to the Data Incident that occurred around March 29, 2023. Atticus reviewed the files and worked with Defendant to finalize the data. After removing incomplete, ineligible, and duplicate records, the final Class List included 34,515 unique Settlement Class Members.

5. Prior to mailing Notice, the Class List was processed through the National Change of Address database maintained by the United States Postal Service (“USPS”). This process returns address updates for anyone who has filed a change of address card with the USPS in the past four (4) years.

6. On November 27, 2024, Atticus sent notice of the Settlement in the form of the postcard Short Notice to 33,732 members of the Settlement Class via U.S. First Class mail. Addresses were unavailable for the remaining 783 unique individuals included in the Class List. The Short Notice provided Class Members with basic information about the Settlement, the deadlines by which they had to act if they so choose, and the URL address where more information was available, and online claims could be submitted. A true and correct copy of the Short Notice is attached hereto as **Exhibit A**.

7. Of the 33,732 Short Notices mailed, 1,044 were returned to Atticus as undeliverable. Three (3) of the undeliverable pieces included forwarding address information and Short Notices were promptly remailed to the addresses provided by the USPS. The remaining 1,041 undeliverable records were sent to a professional service for address tracing. Address updates were obtained for 791 undeliverable records and were not obtained for 250 records. Short Notices were promptly remailed to the 791 trace addresses, 65 of which were returned to Atticus a second time. In total, 33,417 Short Notices or 99.07% of the postcards issued were successfully mailed.



## **II. SETTLEMENT WEBSITE AND TOLL-FREE INFORMATION LINE**

8. Atticus purchased the URL [www.dfsettlement.com](http://www.dfsettlement.com) and established the content at that location to provide Class Members with an online avenue by which to obtain additional Settlement information or to submit an online claim. The URL address was printed in the mailed Short Notice and referenced in the message provided to callers on the toll-free Settlement information line. Activation of the website commenced on November 27, 2024, in connection with dissemination of the Short Notice. The Settlement Website has remained accessible and operational since its activation. To-date, the website has received 975 visits.

9. The Settlement Website includes answers to frequently asked questions, access to viewable, printable, and downloadable copies of the complete Long Notice and other Settlement documents filed with the Court, a summary of the key Settlement dates and deadlines, and contact information for Atticus. The Settlement Website also includes an online Claim Form so that Class Members can complete and submit electronic Claim Forms. Access to the online Claim Form will continue until the February 25, 2025 Claims Deadline has passed, at which point the claims portal will close but the website will remain accessible with all of its content. Copies of the Long Notice and the Claim Form available on the website are attached hereto as **Exhibits B and C**.

10. To communicate with the Settlement Class by telephone, Atticus obtained the toll-free telephone number 1-888-484-4403 and activated it on the Short Notice dissemination date. Members of the Settlement Class who call the toll-free line are provided the Settlement Website URL address and given the opportunity to speak with a live customer support specialist during Atticus's normal business hours. After-hours callers are given the opportunity to leave a voicemail message and receive a return call from customer support during operating hours. To date, the toll-free line has received 168 calls.

## **III. CLAIM FORMS**

11. Settlement Class Members must complete a Claim Form, postmarked for mail, or filed online, by February 25, 2025 to receive Settlement benefits, including reimbursement for documented Ordinary Losses and/or Extraordinary Losses, compensation for lost time, and

credit monitoring.

12. To date, Atticus has received 250 Claim Forms. Of the claims received, 197 have been deemed valid, four (4) are invalid, and 49 incomplete. The four (4) claims deemed invalid included three (3) duplicate submissions and one (1) claim received from an individual that is not included in the Settlement Class. Each of the 49 incomplete forms included claims for Ordinary or Extraordinary Losses and are not sufficiently documented and require supplemental information for validation.

13. Atticus is currently attempting to obtain valid support documentation for the 49 incomplete claims. A *Notice of Deficient Claim Form / Opportunity to Correct* (“Cure Letter”) has been mailed to each Settlement Class Member who provided a loss claim that did not include proper documentation. The Cure Letter informs the recipient of his/her claim determination and allows him/her 21 days to respond with appropriate claim correction measures. A true and correct copy of the Cure Letter citing all correction situations is attached hereto as **Exhibit D**.

14. Atticus will continue to receive, process, and cure as required, claims received on or before the February 25, 2025 submission deadline.

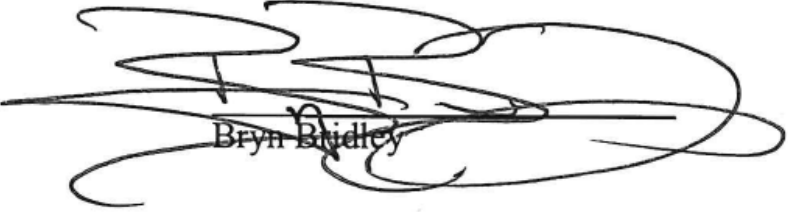
#### **VI. EXCLUSION REQUESTS AND OBJECTIONS**

15. Members of the Settlement Class who do not wish to be bound by the terms of the Settlement have until January 27, 2025 to postmark a written request for exclusion. Settlement Class Members who do not like the Settlement terms have until the same date to file a written objection. To date, one (1) valid opt-out has been received and no objections have been filed.

#### **V. CLAIMS ADMINISTRATION COSTS**

16. The Costs of Claims Administration are estimated to be \$45,250.

**I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct and executed on this the 21st day of January 2025 in Saint Paul, Minnesota.**



Bryn Bridley

## **EXHIBIT A**

**Cohen v. Drug Free Workplaces, USA, LLC**

Case No. 2024 CA 000955

Florida Circuit Court, Escambia County

**If you were sent notice from Drug Free Workplaces USA, LLC (“DFW”) that your personally identifiable information may have been involved in a Data Incident, a class action settlement may affect your rights.**

*A court authorized this Notice.*

*This is not a solicitation from a lawyer.*

For complete information about the Settlement, including how to submit a Claim Form, Exclude Yourself from the Settlement, or Object to the Settlement, please visit [www.DFSettlement.com](http://www.DFSettlement.com) or call toll-free 1-888-484-4403

DFW Data Incident Settlement

c/o Atticus Administration

PO Box 64053

St. Paul, MN 55164

«BARCODE»

Postal Service: Please do not mark barcode

Claimant ID: «Claimant ID»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

A proposed settlement has been reached about a cybersecurity incident that potentially involved the unauthorized access to individuals' names and Social Security numbers on or around March 29, 2023 to May 4, 2023 ("Data Incident"). Drug Free Workplaces USA, LLC ("DFW") denies all claims alleged against it and denies all charges of wrongdoing or liability. The Settlement is not an admission of wrongdoing or an indication that DFW has violated any laws, but rather is the resolution of disputed claims.

**Am I Included?** Yes. DFW records indicate your information may have been involved in the Data Incident.

**The Settlement Benefits.** Settlement Class Members who submit a Valid Claim are eligible to receive the following:

- **Ordinary Losses:** Up to \$475 for documented, ordinary losses incurred as a result of the Data Incident. The \$475 aggregate total includes any payment for Lost Time.
- **Lost Time:** \$17 per hour for up to 4 hours for time spent dealing with the Data Incident.
- **Extraordinary Losses:** Reimbursement for documented extraordinary monetary out-of-pocket expenses for identity theft or fraud resulting from the Data Incident in an amount not to exceed \$5,000 per Settlement Class Member.
- **Credit Monitoring:** 24 months of one-bureau credit monitoring services with at least \$1 million in fraud protection.

**How Do I Receive Settlement Benefits?** Settlement Class Members must submit a Claim Form online at [www.DFSettlement.com](http://www.DFSettlement.com) or by mailing a completed Claim Form postmarked no later than **February 25, 2025** to the Claims Administrator. Please visit [www.DFSettlement.com](http://www.DFSettlement.com) for more information about submitting a Claim Form and for complete details about the Settlement Benefits.

**What Are My Options?** If you **do nothing** or **submit a Claim Form**, you will not be able to sue or continue to sue DFW about the claims resolved by this Settlement. If you **exclude yourself**, you will not receive any Settlement Benefits, but you will keep your right to sue DFW in a separate lawsuit about the claims resolved by this Settlement. If you do not exclude yourself, you can **object** to the Settlement. The deadline to exclude yourself from the Settlement or to object to the Settlement is January 27, 2025. Visit [www.DFSettlement.com](http://www.DFSettlement.com) for complete details on how to exclude yourself from, or object to, the Settlement.

**The Final Fairness Hearing.** The Court will hold a Final Fairness Hearing at 11:00 a.m. EST on March 12, 2025 via Zoom: <https://zoom.us/j/7354834874>; Meeting ID: 735 483 4874. Additional instructions are available on the Settlement Website. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of \$200,000.00 in attorneys' fees, costs, and expenses, as well as service awards of \$1,250.00 for each of the two Class Representatives. Any award of attorneys' fees, costs, and expenses, and/or service awards will be paid by DFW in addition to the Settlement Benefits available to Settlement Class Members. If there are objections, the Court will consider them.

**This Notice is only a Summary.** For additional information, please visit [www.DFSettlement.com](http://www.DFSettlement.com) or call toll-free 1-888-484-4403.

## **EXHIBIT B**

Your claim must be submitted online or postmarked by: FEBRUARY 25, 2025

*Cohen v. Drug Free Workplaces, USA, LLC*  
No. 2024 CA 000955  
In the Circuit Court of the 1<sup>st</sup> Judicial Circuit  
In and For Escambia County, Florida  
**DFW Data Incident Settlement Claim Form**



## GENERAL INSTRUCTIONS

Complete this Claim Form if you are in the Settlement Class and wish to receive Settlement Benefits.

The **Settlement Class** includes all persons to whom notice was sent from Drug Free Workplaces, USA, LLC (“DFW”) that their personally identifiable information was involved in the cybersecurity incident that DFW discovered on or before March 29, 2023 to May 4, 2023 that potentially involved unauthorized access to the names and Social Security numbers of approximately 37,705 individuals (the “Data Incident”).

**Excluded from the Settlement Class are:** members of the judiciary who have presided or are presiding over this matter and their families and staff.

Settlement Class Members may submit a Claim Form for:

- 1. Compensation for Documented Ordinary Losses and Lost Time (up to \$475 per Settlement Class Member)**
  - a. **Ordinary Losses** incurred as a result of the Data Incident, including but not limited to: (i) bank fees, (ii) long distance telephone charges; (iii) cell phone voice charges (if charged by the minute) or data charges (if charged by the amount of data used); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased as a result of the Data Incident.
  - b. **Lost Time.** Settlement Class Members are eligible to receive reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (calculated at \$17.00 per hour), with an attestation under penalty of perjury that any claimed Lost Time was spent responding to issues raised by the Data Incident. Claims for Lost Time and Ordinary Losses, in the aggregate, are subject to the \$475 cap per Settlement Class Member.
- 2. Compensation for Documented Extraordinary Losses (up to \$5,000 per Settlement Class Member)**

Settlement Class Members can also receive reimbursement for their Documented Extraordinary Monetary out-of-pocket expenses to the extent not already covered by Ordinary Losses and Lost Time if their identity was stolen as a result of the Data Incident in an amount not to exceed \$5,000 per Settlement Class Member. Settlement Class Members are eligible to receive reimbursement for the following extraordinary out-of-pocket expenses, meeting the following conditions:

  - a. The loss is an actual, documented and unreimbursed monetary loss caused by (i) injurious misuse of the Settlement Class Member’s personally identifiable information (“PII”) or (ii) fraud associated with the Settlement Class Member’s PII;
  - b. The loss noted in (a)(i) or (a)(ii) was more likely than not caused by the Data Incident;
  - c. The loss occurred between March 29, 2023 and seven days after the Court approved notice of settlement is sent to the Settlement Class; and
  - d. The loss is not already covered by the Ordinary Loss/Lost Time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member’s identity protection services or identity theft insurance, if any such services/insurance applies.
- 3. Credit Monitoring:** All Settlement Class Members are eligible to receive 24 months of one-bureau credit monitoring services with at least \$1 million in fraud protection.

This Claim Form may be submitted electronically via the Settlement Website at [www.DFSettlement.com](http://www.DFSettlement.com) or completed and mailed, including any supporting documentation, to: *DFW Data Incident Settlement*, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164. Hard copies of the Claim Form are available from the Claims Administrator.

**QUESTIONS? VISIT [WWW.DFSETTLEMENT.COM](http://WWW.DFSETTLEMENT.COM) OR CALL TOLL-FREE 1-888-484-4403**







Your claim must be submitted online or postmarked by: FEBRUARY 25, 2025

*Cohen v. Drug Free Workplaces, USA, LLC*

No. 2024 CA 000955

In the Circuit Court of the 1<sup>st</sup> Judicial Circuit

In and For Escambia County, Florida

**DFW Data Incident Settlement Claim Form**



**V. PAYMENT SELECTION**

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

**PayPal** - Enter your PayPal email address: \_\_\_\_\_

**Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_-\_\_\_\_-\_\_\_\_

**Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_-\_\_\_\_-\_\_\_\_ or Email Address: \_\_\_\_\_

**Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

**Physical Check** - Payment will be mailed to the address provided in Section I above.

**YOU WILL RECEIVE A VERIFICATION EMAIL OR TEXT MESSAGE REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.**

**VI. ATTESTATION & SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## **EXHIBIT C**

**COHEN V. DRUG FREE WORKPLACES, USA, LLC**

No. 2024 CA 000955

IN THE CIRCUIT COURT OF THE 1ST JUDICIAL CIRCUIT

IN AND FOR ESCAMBIA COUNTY, FLORIDA

**If you were sent notice from Drug Free Workplaces USA, LLC that your personally identifiable information was involved in a Data Incident, a class action settlement may affect your rights.**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

- A settlement has been proposed in a class action lawsuit against Drug Free Workplaces USA, LLC (“DFW”) relating to a cybersecurity incident DFW discovered on or around March 29, 2023 to May 4, 2023 that potentially involved unauthorized access to individuals’ names and Social Security numbers on or around March 29, 2023 to May 4, 2023 (“Data Incident”). DFW denies all claims alleged against it and denies all charges of wrongdoing or liability. The settlement is not an admission of wrongdoing or an indication that DFW has violated any laws, but rather the resolution of disputed claims.
- If you received a notification from DFW about the Data Incident in 2023, you are included in this Settlement as an individual in the “Settlement Class.”
- Settlement Class Members who submit a Valid Claim will be eligible to receive benefits made available through the Settlement (“Settlement Benefits”) (See Questions 7-11 below).
- Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully. For complete details, visit [www.DFSettlement.com](http://www.DFSettlement.com) or call toll-free 1-888-484-4403.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM BY: FEBRUARY 25, 2025</b>	Submitting a Valid Claim through the Claim Form is the only way you can receive Credit Monitoring Services or a payment for Ordinary Losses, including Lost Time, and/or Extraordinary Losses.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY: JANUARY 27, 2025</b>	If you exclude yourself from this Settlement, you will not get any payment or Credit Monitoring Services from the Settlement, but you also will not release your claims against DFW. This is the only option that allows you to be part of any other lawsuit against DFW for the legal claims resolved by this Settlement. If you exclude yourself from the Settlement, you may <u>not</u> object to the Settlement.
<b>OBJECT TO THE SETTLEMENT BY: JANUARY 27, 2025</b>	To object to the Settlement, you can write to the Court with reasons why you do not agree with the Settlement. You may ask the Court for permission for you or your attorney to speak about your objection at the Final Fairness Hearing at your own expense.
<b>DO NOTHING</b>	If you do nothing, you will not receive the Settlement Benefits and you will also give up certain legal rights.

**Questions? Visit [www.DFSettlement.com](http://www.DFSettlement.com) or call toll-free 1-888-484-4403**

## WHAT THIS NOTICE CONTAINS

<b>BASIC INFORMATION</b> .....	<b>PAGE 2</b>
<b>WHO IS INCLUDED IN THE SETTLEMENT?</b> .....	<b>PAGE 3</b>
<b>THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY</b> .....	<b>PAGE 3</b>
<b>HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM</b> .....	<b>PAGE 6</b>
<b>REMAINING IN THE SETTLEMENT</b> .....	<b>PAGE 6</b>
<b>EXCLUDING YOURSELF FROM THE SETTLEMENT</b> .....	<b>PAGE 7</b>
<b>THE LAWYERS REPRESENTING YOU</b> .....	<b>PAGE 7</b>
<b>OBJECTING TO THE SETTLEMENT</b> .....	<b>PAGE 8</b>
<b>THE COURT’S FINAL FAIRNESS HEARING</b> .....	<b>PAGE 9</b>
<b>IF YOU DO NOTHING</b> .....	<b>PAGE 9</b>
<b>GETTING MORE INFORMATION</b> .....	<b>PAGE 9</b>

### BASIC INFORMATION

#### 1. Why is this Notice being provided?

The Court directed that this Notice be provided because you have a right to know about a proposed settlement that has been reached in this class action lawsuit and about all of your options before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after objections or appeals, if any, are resolved, the Claims Administrator appointed by the Court will distribute the Settlement Benefits to Settlement Class Members who have submitted Valid Claims. This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for them, and how to get them.

The Court overseeing this case is the Florida Circuit Court for the First Judicial Circuit in and for Escambia County, Florida. The case is known as *Cohen v. Drug Free Workplaces, USA, LLC*, No. 2024 CA 000955. Alexander Cohen and Tara Hill, the individuals who brought this class action lawsuit, are called the Plaintiffs or Class Representatives and the entity sued, Drug Free Workplaces USA, LLC or DFW, is called the Defendant.

#### 2. What is this lawsuit about?

The Plaintiffs claim that DFW is liable for the Data Incident and have asserted numerous claims, including negligence, negligence per se, breach of implied contract, unjust enrichment, and violations of the Florida Deceptive and Unfair Trade Practices Act.

The Plaintiffs seek, among other things, payment and credit monitoring for persons who were injured by the Data Incident. DFW has denied and continues to deny all of the claims made in the lawsuit, as well as all charges of wrongdoing or liability against it.

### 3. What is a class action Settlement?

In a class action, one or more people called Plaintiff or Plaintiffs (in this case, Alexander Cohen and Tara Hill) sue on behalf of people who the Plaintiffs assert have similar claims. If the class action is settled, together, these people are called a Settlement Class or Settlement Class Members. One court and one judge resolve the issues for the Settlement Class, except for those who exclude themselves from the Settlement Class. In this case, those who stay in the Settlement are “Settlement Class Members”.

### 4. Why is there a Settlement?

The Court did not decide in favor of the Plaintiffs or DFW (the “Settling Parties”). Instead, the Settling Parties negotiated a Settlement that makes available benefits to the Settlement Class while avoiding the risks and costs of lengthy and uncertain litigation and the uncertainty of a trial and appeals. Plaintiffs and Class Counsel think the Settlement is in the best interest of all Settlement Class Members. This Settlement does not mean that DFW did anything wrong.

## WHO IS INCLUDED IN THE SETTLEMENT?

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

The Settlement Class includes all persons to whom DFW sent notice in 2023 of the Data Incident.

People in the Settlement Class were sent notice of this class action Settlement via mail. If you received notice of this Settlement, you are eligible to submit a Claim Form for Settlement Benefits. If you are still not sure whether you are included, you can contact the Claims Administrator by calling toll-free at 1-888-484-4403 or by visiting the Settlement Website at [www.DFSettlement.com](http://www.DFSettlement.com).

### 6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are members of the judiciary who have presided or are presiding over this matter and their families and staff. Individuals in the Settlement Class who timely and validly request exclusion from the Settlement Class are not part of the Settlement. In other words, they stop being in the Settlement Class (see Questions 18-20).

## THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

### 7. What does the Settlement provide?

The Settlement provides for the following Settlement Benefits for Settlement Class Members who submit a Valid Claim.

- Ordinary Losses: Up to \$475 for documented, unreimbursed losses incurred as a result of the Data Incident.
- Lost Time: \$17/hour for up to four hours for time spent dealing with the Data Incident (subject to the \$475 aggregate cap for Ordinary Losses).
- Extraordinary Losses: Up to \$5,000 for documented, unreimbursed monetary loss caused by identity theft resulting from the Data Incident.

- Credit Monitoring: two years of identity theft protection and credit monitoring services.

In addition, DFW will separately pay: (1) Attorneys' Fees, Costs, and Expenses awarded by the Court up to \$200,000.00; (2) service awards up to \$1,250.00 awarded by the Court to each of the two Class Representatives; and the costs to provide Notice and Claims Administration services. DFW has also made certain systems or business practice changes.

Please visit [www.DFSettlement.com](http://www.DFSettlement.com) for complete information about the Settlement Benefits.

## 8. What payments are available for Ordinary Losses?

All Settlement Class Members who submit a Valid Claim using the Claim Form are eligible for reimbursement for the following documented Ordinary Losses and attested to Lost Time incurred/spent between March 29, 2023 and seven days after the Court approved notice of settlement is sent to the Settlement Class, not to exceed an aggregate total of \$475.00 per Settlement Class Member:

**Ordinary Losses** incurred as a result of the Data Incident, include but are not limited to: (i) bank fees, (ii) long distance telephone charges; (iii) cell phone voice charges (if charged by the minute) or data charges (if charged by the amount of data used); (iv) postage; (v) gasoline for local travel; or (vi) fees for credit reports, credit monitoring, or other identity theft insurance product purchased as a result of the Data Incident.

To receive reimbursement, Settlement Class Members must submit a Valid Claim, including necessary supporting documentation to the Claims Administrator.

Documentation supporting Ordinary Losses may include receipts or similar documentation that documents the costs incurred. "Self-prepared" documents, such as handwritten receipts, by themselves are insufficient to receive reimbursement, but may be considered by the Claims Administrator to add clarity or support.

## 9. What payments are available for Lost Time?

Settlement Class Members may also submit a claim for up to four (4) hours of time spent dealing with the Data Incident (calculated at \$17.00 per hour), with an attestation under penalty of perjury that any claimed lost time was spent responding to issues raised by the Data Incident.

Lost Time is included in the \$475.00 maximum amount for Ordinary Losses per Settlement Class Member.

## 10. What payments are available for Extraordinary Losses?

Settlement Class Members can also receive reimbursement for their documented extraordinary monetary out-of-pocket expenses to the extent not already covered by Ordinary Losses/Lost Time if their identity was stolen or injuriously misused as a result of the Data Incident in an amount not to exceed \$5,000.00 per Settlement Class Member.

Settlement Class Members are eligible to receive reimbursement for extraordinary out-of-pocket expenses that meet the following conditions:



- a) The loss is an actual, documented and unreimbursed monetary loss caused by (i) injurious misuse of the Settlement Class Member’s personally identifiable information (“PII”) or (ii) fraud associated with the Settlement Class Member’s PII;
- b) The loss was more likely than not caused by the Data Incident;
- c) The loss occurred between March 29, 2023 and seven days after the Court approved Notice of Settlement is sent to the Settlement Class; and
- d) The loss is not already covered by the ordinary loss/lost time categories and the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of the Settlement Class Member’s identity protection services or identity theft insurance, if any such services/insurance applies.

Examples of Extraordinary Losses include, but are not limited to: (i) documented professional fees and other costs incurred to address actual identity fraud or theft and (ii) other documented unreimbursed losses, fees, or charges incurred as a result of actual identity fraud or theft, including, but not limited to (a) unreimbursed bank fees, (b) unreimbursed card reissuance fees, (c) unreimbursed overdraft fees, (d) unreimbursed charges related to unavailability of funds, (e) unreimbursed late fees, (f) unreimbursed over-limit fees, (g) unreimbursed charges from banks or credit card companies, and (h) interest on payday loans due to card cancellations or due to over-limit situations (“Extraordinary Expenses”).

To claim Extraordinary Expenses, the Settlement Class Member must attest under penalty of perjury that he/she believes that each claimed loss or expense was incurred as a result of the Data Incident and provide reasonable documentation of the out-of-pocket losses claimed.

Documentation supporting Extraordinary Losses may include receipts or similar documentation that documents the costs incurred. “Self-prepared” documents, such as handwritten receipts, by themselves are insufficient to receive reimbursement, but may be considered by the Claims Administrator to add clarity or support.

More details are provided in the Settlement Agreement, which is available at [www.DFSettlement.com](http://www.DFSettlement.com).

## **11. What is included in the Credit Monitoring Services?**

All Settlement Class Members are eligible to receive 24 months of one-bureau credit monitoring services with at least \$1 million in fraud protection upon submission of a timely, Valid Claim.

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a Valid Claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

## **12. What are the Changes to Systems or Business Practices?**

In connection with the settlement negotiations, DFW has acknowledged (without any admission of liability), that DFW has made certain systems or business practice changes to mitigate the risk of similar data incidents in the future.

DFW agrees to disclose the details of the systems or business practice changes made to Class Counsel and estimate, to the extent reasonably calculable, the annual cost of those enhancements.

## HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

### 13. How do I get benefits from the Settlement?

In order to receive Credit Monitoring or payment for Ordinary Losses, including Lost Time, and/or Extraordinary Losses, Settlement Class Members must complete and submit a Claim Form.

Claim Forms are available at [www.DFSettlement.com](http://www.DFSettlement.com), or you may request one by mail, by calling 1-888-484-4403 or emailing [DFSettlement@atticusadmin.com](mailto:DFSettlement@atticusadmin.com).

Read the instructions carefully, fill out the Claim Form, and submit it online, or mail it postmarked no later than **February 25, 2025** to: DFW Data Incident Settlement, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164.

### 14. How will claims be decided?

The Claims Administrator will decide whether the information provided on the Claim Form is complete and valid. The Claims Administrator may require additional information from any claimant. If the Claims Administrator requires additional information from you and you do not provide it in a timely manner, your claim may not be paid at the Claims Administrator's discretion. Counsel for the Settling Parties, in certain circumstances, as explained in the Settlement Agreement (available at [www.DFSettlement.com](http://www.DFSettlement.com)) may also play a role in deciding claims.

### 15. When will I get my payment?

The Court will hold a Final Fairness Hearing on March 12, 2025, at 11:00 a.m. EST / 10:00 a.m. CST to decide whether to approve the Settlement. Even if the Court approves the Settlement, there may be appeals, and resolving them may take additional time. It also takes time for all the Claim Forms to be processed, depending on the number of claims submitted and whether any appeals are filed. Please be patient. If you have further questions regarding payment timing, you may contact the Claims Administrator by emailing [DFSettlement@atticusadmin.com](mailto:DFSettlement@atticusadmin.com).

## REMAINING IN THE SETTLEMENT

### 16. Do I need to do anything to remain in the Settlement?

You do not have to do anything to remain in the Settlement, but if you want to receive any of the Settlement Benefits, you must submit a Claim Form online or by mail postmarked by **February 25, 2025**.

If you do nothing, you will **not** receive credit monitoring services or be eligible to receive a payment for Ordinary Losses, Lost Time, or Extraordinary Losses. You will also give up certain legal rights.

### 17. What am I giving up as part of the Settlement?

If the Settlement becomes final, you will give up your right to sue DFW for the claims being resolved by this Settlement. The specific claims you are giving up against DFW and the claims you are releasing are described in the Settlement Agreement, available at [www.DFSettlement.com](http://www.DFSettlement.com). The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions about what claims you are giving up and which parties you are releasing, you can talk to the law firms listed in Question 21 for free or you can, of course, talk to your own lawyer at your own expense.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want any benefits from this Settlement, and you want to keep the right to sue DFW about issues in the lawsuit, then you must take steps to get out of the Settlement Class. This is called excluding yourself from – or is sometimes referred to as “opting out” of – the Settlement Class.

### 18. If I exclude myself, can I still get payment from the Settlement?

No. If you exclude yourself from the Settlement, you will not be entitled to any benefits of the Settlement, and you will not be bound by any judgment in this case.

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

No. Unless you exclude yourself from the Settlement, you give up any right to sue DFW for the claims that this Settlement resolves. You must exclude yourself from the Settlement Class to start your own lawsuit or to be part of any different lawsuit relating to the claims in this case. If you wish to exclude yourself from the Settlement, **do not** submit a Claim Form; do not ask for Settlement Benefits through the Settlement.

### 20. 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 the Settlement in *Cohen v. Drug Free Workplaces, USA, LLC*, No. 2024 CA 000955 (Fla. Cir. Ct., Escambia Cty.).

Your letter must also include your full name, current address, and signature. You must mail your exclusion request postmarked no later than **January 27, 2025** to:

DFW Data Incident Settlement  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164

You may also send an email to [DFSettlement@atticusadmin.com](mailto:DFSettlement@atticusadmin.com) containing the same information you would put in a letter seeking exclusion (see immediately above).

## THE LAWYERS REPRESENTING YOU

### 21. Do I have a lawyer in this case?

Yes. The Court appointed the following attorneys as “Class Counsel” to represent the Settlement Class:

Class Counsel	
Mariya Weekes <a href="mailto:mweekes@milberg.com">mweekes@milberg.com</a> John J. Nelson <a href="mailto:JNelson@milberg.com">JNelson@milberg.com</a> <b>Milberg Coleman Bryson Phillips Grossman, PLLC</b> 201 Sevilla Avenue, 2nd Floor Coral Gables, FL 33134 Phone: 1-866-252-0878	Kristen Lake Cardoso <a href="mailto:cardoso@kolawyers.com">cardoso@kolawyers.com</a> Steven Sukert <a href="mailto:sukert@kolawyers.com">sukert@kolawyers.com</a> <b>Kopelowitz Ostrow Ferguson Weiselberg Gilbert P.A.</b> One West Las Olas Blvd., Suite 500 Fort Lauderdale, Florida 33301 Phone: 954-525-4100

You will not be charged for contacting Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

## 22. How will Class Counsel be paid?

Class Counsel will ask the Court to award attorneys' fees, costs, and expenses not to exceed \$200,000.00.

DFW shall pay any award of attorneys' fees, costs, and expenses in addition to any Settlement Benefits provided to Settlement Class Members pursuant to this Settlement.

In addition, DFW also agrees not to contest a request for a service award up to \$1,250.00 to each of the two Class Representatives, Alexander Cohen and Tara Hill, subject to Court approval.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

## 23. 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 if you do not like any aspect or provision of the Settlement such as the releases to Defendant provided, the monetary awards available to the Settlement Class, or the Attorneys' fees or service awards identified for Class Counsel and Plaintiffs. You can give reasons to the Court why you think the Court should not approve the Settlement. The Court will consider your views before making a decision.

**Objections must include:** (i) the objector's full name, address, telephone number, and e-mail address (if any); (ii) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (e.g., copy of notice, copy of original notice of the Data Incident); (iii) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (iv) the identity of any and all counsel representing the objector in connection with the objection; (v) a statement as to whether the objector and/or his or her counsel will appear and wish to speak at the Final Fairness Hearing; (vi) the objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative ; and (vii) the name of this action, *Cohen v. Drug Free Workplaces USA, LLC*, No. 2024 CA 000955.

To be timely, written notice of an objection in the appropriate form must be filed with the Claims Administrator at DFW Data Incident Settlement, c/o Atticus Administration, PO Box 64053, St. Paul, MN 55164 or [DFSettlement@atticusadmin.com](mailto:DFSettlement@atticusadmin.com).

Your objection must be properly submitted by January 27, 2025. Any Settlement Class Member who fails to comply with these requirements for objecting shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation.

## 24. What is the difference between objecting to and excluding myself from the Settlement?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class in this Settlement. If you exclude yourself from the Settlement, you have no basis to object or submit a Claim Form because the Settlement no longer affects you.

## THE COURT'S FINAL FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you do not have to. You cannot speak at the hearing if you exclude yourself from the Settlement.

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

The Court will hold a Final Fairness Hearing at 11:00 EST / 10:00 CST on March 12, 2025, via Zoom: <https://zoom.us/j/7354834874>; Meeting ID: 735 483 4874; Dial-in from telephone: +1-312-626-6799 US (Primary), +1-929-205-6099 US (Secondary), Meeting ID: 735 483 4874. At the hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Class Counsel's request for an award of \$200,000.00 in attorneys' fees, costs, and expenses, as well as service awards of \$1,250.00 for each of the two Class Representatives. If there are objections, the Court will consider them. The Court will take into consideration any timely sent objections and may also listen to people who have requested to speak at the hearing (See Question 23).

### 26. Do I have to come to the Final Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the Final Fairness Hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it though you can appear and make a request to speak. You may also hire your own lawyer to attend, at your own expense, but you are not required to do so.

### 27. May I speak at the Final Fairness Hearing?

Yes, you may ask the Court for permission to speak at the Final Fairness Hearing. To do so, you must follow the instructions provided in Question 23 above. You cannot speak at the hearing if you exclude yourself from the Settlement.

## IF YOU DO NOTHING

### 28. What happens if I do nothing?

If you do nothing, you will not receive any of the Settlement Benefits.

If the Court approves the Settlement, and you do nothing, you will be bound by the Settlement Agreement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against DFW or Released Entities about the issues involved in this lawsuit, resolved by this Settlement, and released by the Settlement Agreement.

## GETTING MORE INFORMATION

### 29. Are more details about the Settlement available?

Yes. This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [www.DFSettlement.com](http://www.DFSettlement.com), or by writing to the Claims Administrator:

DFW Data Incident Settlement  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164  
[DFSettlement@atticusadmin.com](mailto:DFSettlement@atticusadmin.com)

### 30. How do I get more information?

For more information, please visit [www.DFSettlement.com](http://www.DFSettlement.com) or call toll-free 1-888-484-4403. You can also contact the Claims Administrator by mail or email [DFSettlement@atticusadmin.com](mailto:DFSettlement@atticusadmin.com). You can also contact Class Counsel (see Question 21).

***Please do not call the Defendant, Court or the Clerk of the Court for additional information.***

## **EXHIBIT D**

DFW Data Incident Settlement  
C/O ATTICUS ADMINISTRATION  
PO BOX 64053  
SAINT PAUL MN 55164



CLAIMANT ID: «claimant\_id» «seq»

«first\_name» «last\_name»

«address1» «address2»

«city» «state» «zip»

## NOTICE OF DEFICIENT CLAIM FORM / OPPORTUNITY TO CORRECT

«first\_name» «last\_name»:

Thank you for submitting your Claim Form in the *Cohen v. Drug Free Workplaces, USA, LLC No. 2024CA000955* class action settlement. You are receiving this letter because the Claim Form you submitted did not meet the requirements of a valid claim and the parties wish to provide you an opportunity to meet the requirements through a further submission. **You have until «21 days from the date of this letter» to respond with the information necessary to correct the deficiency(s) specified in the next section of this letter.** If you wish to submit corrective information either email it, mail it, or fax it to the recipient addresses identified at the bottom of this letter.

«cL\_invalid\_no\_unreimb\_doc\_provided»

Per the terms of the Settlement, to request reimbursement of cash benefits for Ordinary Losses up to \$475.00 or Extraordinary Losses up to \$5,000.00 per Claimant, you must provide supporting documentation as outlined in paragraph 2.1 (a) and 2.3 of the Settlement Agreement.

«cL\_lost\_time\_attest\_or\_table\_incomplete»

Per the terms of the Settlement, to request reimbursement of Lost Time, you must complete the attestation on the Claim Form, as outlined in paragraph 2.1.(b) of the Settlement Agreement.

«cL\_no\_benefit\_selected»

The Claim Form you submitted is incomplete. To be eligible for potential benefits, you must submit a complete and valid Claim Form.

«cL\_no\_signature»

The Claim Form you submitted is incomplete as it is missing your signature. To be eligible for potential benefits, you must submit a complete and signed Claim Form.

**Again, failure to respond to this deficiency notice and provide the requested information by ««21 days from the date of this letter» will result in the rejection of your claim to the extent identified as deficient by this letter and you will not be eligible to receive compensation or other benefits offered in the Claim Form.**



Please send your fully completed and signed Claim Form to the Settlement Administrator's office:

BY EMAIL: [dfsettlement@atticusadmin.com](mailto:dfsettlement@atticusadmin.com)  
BY FAX: 1-888-326-6411  
BY MAIL: DFW Data Incident Settlement  
c/o Atticus Administration  
PO Box 64053  
St. Paul, MN 55164

For more information, please call toll-free 1-888-484-4403 or visit the Settlement Website at [www.dfsettlement.com](http://www.dfsettlement.com).

Sincerely,  
Office of the Settlement Administrator

THIS PAGE IS BLANK INTENTIONALLY



<b>TOTAL AMOUNT CLAIMED:</b>	
------------------------------	--

**Check this box if you are claiming reimbursement for Lost Time spent dealing with the Data Incident** (which will be calculated and paid at a rate of \$17 per hour for a maximum of 4 hours).

Claims for both **Lost Time** and **Ordinary Losses** are subject to the single total aggregate cap of \$475.00 per Settlement Class Member.

**I hereby attest under penalty of perjury that I spent: \_\_\_ hours responding to issues raised by the Data Incident, as follows (by activity and approximate time spent on each activity):**


**III. EXTRAORDINARY LOSSES**

**Check this box if you are claiming Extraordinary Losses (up to a total of \$5,000.00).**

You must submit supporting documentation demonstrating actual, unreimbursed monetary loss caused by (i) misuse of your PII or (ii) fraud associated with your PII.

Complete the chart below describing the supporting documentation you are submitting, and reimbursement amounts you are claiming, and then check the box attesting under penalty of perjury that you believe that each loss and/or expense claimed was incurred as a result of the Data Incident.

<b>Description of Documentation Provided</b>	<b>Amount</b>
<i>Example: Unreimbursed loss resulting from fraud or identity theft</i>	<i>\$100</i>
<b>TOTAL AMOUNT CLAIMED:</b>	

**I hereby attest under penalty of perjury that I believe that each claimed loss and/or expense listed above was incurred as a result of the Data Incident.**

**IV. CREDIT MONITORING SERVICES**

**Check this box if you wish to enroll in Credit Monitoring Services for 24 months.**

A unique redemption code, allowing Settlement Class Members to enroll in these services will be sent to each Settlement Class Member who submits a Valid Claim for such services after the Court approves the Settlement as final and after any appeals are resolved.

**V. PAYMENT SELECTION**

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

**PayPal** - Enter your PayPal email address: \_\_\_\_\_

**Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_-\_\_\_\_-\_\_\_\_

**Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_-\_\_\_\_-\_\_\_\_ or Email Address: \_\_\_\_\_

**Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

**Physical Check** - Payment will be mailed to the address provided in Section I above.

**YOU WILL RECEIVE A VERIFICATION EMAIL OR TEXT MESSAGE REGARDING YOUR DIGITAL PAYMENT. YOU MUST VERIFY AND AUTHENTICATE YOUR PAYMENT INFORMATION IN ORDER TO RECEIVE A DIGITAL PAYMENT. IF YOU DO NOT VERIFY AND AUTHENTICATE YOUR INFORMATION, A PAPER CHECK WILL BE SENT TO YOU.**

**VI. ATTESTATION & SIGNATURE**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

# **EXHIBIT D**

**IN THE CIRCUIT COURT OF THE 1ST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

ALEXANDER COHEN AND TARA HILL,  
individually and on behalf of all others  
similarly situated,

Plaintiffs,

v.

DRUG FREE WORKPLACES, USA, LLC,

Defendant.

CASE NO.: 2024 CA 000955

DIVISION: F-CIVIL

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

THIS CAUSE came before the Court on Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement ("Motion for Final Approval"), which was filed January 24, 2025, and Plaintiffs' and Class Counsel's Motion for Service Awards and Award of Attorneys' Fees and Costs, which was filed January 13, 2025.

Having reviewed and considered the Settlement Agreement and Plaintiffs' Motion for Final Approval, and having conducted a Final Fairness Hearing, the Court makes the findings and **GRANTS** the relief set forth below approving the Settlement on the terms and conditions set forth in this Order ("Final Approval Order and Judgment) and in the Settlement Agreement.

**THE COURT** is not required to conduct a trial on the merits of the case or determine with certainty the factual and legal issues in dispute when determining whether to approve a proposed class action settlement; and

**THE COURT** being required under Florida Rule of Civil Procedure 1.220, to make the findings of fact and conclusions of law herein for the limited purpose of determining whether the

Settlement should be approved as being fair, reasonable, adequate and in the best interests of the Settlement Class Members;

**IT IS ORDERED AND ADJUDGED** that:

1. Unless otherwise noted, capitalized terms in this Final Approval Order and Judgment have the same meanings as those defined in Section IV.1 of the Settlement Agreement, attached to the Motion for Final Approval as Exhibit A.

2. The Court has personal jurisdiction over the Parties and all Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Settlement and to enter this Final Approval Order.

3. The Court finds the Settlement Agreement is fair, reasonable, and adequate, as expressed herein. The Court also finds the Settlement Agreement was entered into in good faith, at arm's length, and without collusion. The Court approves and directs consummation of the Settlement Agreement.

4. The Court approves the Released Claims, including Unknown Claims, of the Released Entities provided in Sections IV.1.20-21, 1.28, and IV.6 of the Settlement Agreement and orders that, as of the Effective Date, the Released Claims will be released as to Released Entities.

5. On October 30, 2024, the Court granted a Preliminary Approval Order that preliminarily approved the Settlement Agreement and established a Final Fairness Hearing date to consider the Final approval of the Settlement Agreement and Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards.

6. The Court's Preliminary Approval Order approved the Notice Program, Short Notice, Long Notice, and Claim Form, and the Court found the mailing, distribution, and



publishing of the proposed Notices met the requirements of Rule 1.220 and due process, and was the best notice practicable under the circumstances, constituting due and sufficient notice to all persons entitled to notice.

7. The Court finds that the distribution of the Notice and completion of the Notice Program has been achieved pursuant to the Preliminary Approval Order and the Settlement Agreement, and that the Notice to Settlement Class Members complied with Rule 1.220 and due process.

8. The Court certifies, for settlement purposes only, under Florida Rule of Civil Procedure 1.220(a) and 1.220(b), a Settlement Class of all persons to whom Defendant sent the Data Incident Notice. Excluded from the Settlement Class are the members of the judiciary who have presided or are presiding over this matter and their families and staff.

9. The Court finds that the Settlement Class defined above satisfies the requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(2) and (3) for settlement purposes only in that: (a) the Settlement Class of approximately 33,700 individuals is so numerous that joinder of all Settlement Class Members would be impracticable; (b) there are issues of law and fact that are common to the Settlement Class; (c) the claims of the Class Representatives are typical of and arise from the same operative facts and seek similar relief as the claims of the Settlement Class Members; (d) the Class Representatives and Class Counsel have fairly and adequately protected the interests of the Settlement Class, as the Class Representatives have no interests antagonistic to or in conflict with the Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Settlement Class Members predominate over any questions affecting only individual members;

and (f) a class action and class settlement are superior to other methods available for a fair and efficient resolution of this controversy.

10. The Court affirms its appointment of Plaintiffs Alexander Cohen and Tara Hill as Class Representatives. The Court finds, for settlement purposes only, that the Class Representatives are similarly situated to absent Settlement Class Members, are typical of the Settlement Class, and are adequate Class Representatives, and that they have fairly and adequately represented the Settlement Class and will continue to do so.

11. The Court affirms its appointment of Class Counsel as provided in the Preliminary Approval Order, appointing John J. Nelson and Mariya Weekes of Milberg Coleman Bryson Phillips Grossman, PLLC and Kristen Lake Cardoso and Steven Sukert of Kopelowitz Ostrow Ferguson Weiselberg Gilbert, and that they have fairly and adequately represented the Settlement Class and will continue to do so.

12. The Court, having considered the negotiation of, the terms of, and all of the materials submitted concerning the Settlement Agreement; Plaintiffs' and the Settlement Class's likelihood of success both of maintaining this Action as a class action and of prevailing on the claims at trial, including the possibility that Defendant could prevail on one or more of its defenses; having considered the range of the Plaintiffs' possible recovery (and that of the Settlement Class) and the complexity, expense, and duration of the Action; the substance and amount of opposition to the Settlement; and having considered the stage of the proceedings at which the Settlement was achieved, it is hereby determined that:

- a. Plaintiffs and Class Counsel have adequately represented the proposed Settlement Class and will continue to do so;

- b. the terms of the Settlement Agreement were negotiated at arm's length, vigorously advocated by experienced counsel for Plaintiffs and Defendant;
- c. the outcome of the Action was in doubt when the Settlement was reached making the compromise under this Settlement reasonable under the circumstances;
- d. it is possible the proposed Settlement Class could receive more if the Action were to go to trial, but it is also possible that the proposed Settlement Class could receive less (including the possibility of receiving nothing) and/or that Defendant could defeat class certification or the merits of the claims;
- e. the value of immediate recovery outweighs the possibility of future relief that would likely occur, if at all, only after further protracted litigation and appeals;
- f. the Parties have in good faith determined the Settlement Agreement is in their respective best interests, including both Plaintiffs and Class Counsel determining that it is in the best interest of the Settlement Class Members;
- g. the aggregate consideration for the Settlement Class—including the Settlement Fund, which Defendant caused to be funded—is commensurate with the claims asserted and being released as part of the Settlement; and,
- h. the terms of the Settlement Agreement treat the Settlement Class Members equitably relative to each other and fall within the range of settlement terms that would be considered a fair, reasonable, and adequate resolution of the Action.

13. Therefore, pursuant to Florida Rule of Civil Procedure Rule 1.220, the terms of the Settlement Agreement are finally approved as fair, reasonable, and adequate as to, and in the best interest of, the Settlement Class and each of the Settlement Class Members. Settlement Class

Members who did not opt out of the Settlement are bound by this Final Approval Order and Judgment.

14. A list of the individuals who have opted out of the Settlement is attached hereto as **Exhibit A**. Those individuals will not be bound by the Settlement Agreement or the Released Claims therein.

15. The Settlement Agreement and its terms shall be binding on the Releasing Parties and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings as to Released Claims and waivers applicable thereto, even if such Releasing Party never received actual notice of the Action or the Settlement. The Releasing Parties are barred and enjoined from 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 Defendant or any of the Released Parties based on the Released Claims.

16. The Court reconfirms the appointment of Atticus Administration, LLC as Claims Administrator to carry out the remainder of the duties and responsibilities of the Claims Administrator as set forth in the Agreement.

17. The Court approves the distribution and allocation of the Settlement Fund under the Settlement Agreement as fair, reasonable, and adequate.

18. The Court grants Plaintiffs' and Class Counsel's Motion for Service Awards and Award of Attorneys' Fees and Costs. The Court awards Class Counsel \$200,000.00 in attorneys' fees and reimbursement of costs, to be paid according to the terms of the Settlement Agreement. This amount of fees and reimbursement of expenses is fair and reasonable.

19. The Court also awards each Plaintiff a Service Award of \$1,250, for a total of \$2,500. The amount of those Service Awards is reasonable.

20. This Final Approval Order and Judgment, and all statements, documents, or proceedings relating to the Settlement Agreement are not, and shall not be construed as, used as, or deemed to be evidence of, a finding or an admission by or against Defendant or the Released Parties of any claim, any fact alleged in the Action, any fault, any wrongdoing, any violation of law, or any liability of any kind on the part of Defendant or the Released Parties or of the validity or certifiability for this Action or other litigation of any claims or class that have been, or could have been, asserted in the Action.

21. This Final Approval Order and Judgment, and all statements, documents or proceedings relating to the Settlement Agreement shall not be offered or received or be admissible in evidence in any action or proceeding, or be used in any way as a finding or an admission or concession or evidence of any liability or wrongdoing by Defendant, or that Plaintiffs, any Settlement Class Member, or any other person has suffered any damage due to the Data Incident. Notwithstanding the above, the Settlement Agreement and this Final Approval Order and Judgment may be filed in any action by Defendant, Class Counsel, or Settlement Class Members seeking to enforce the Settlement Agreement or the Final Approval Order and Judgment.

22. In the event the Effective Date of the Settlement Agreement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement, and this Order shall be vacated. In such event, all orders entered and releases delivered in connection with the Settlement shall be null and void and the Action shall return to its status immediately prior to execution of the Settlement Agreement.

23. The Court has and reserves jurisdiction over the Settlement and this Settlement Agreement, and for purposes of the Settlement and Settlement Agreement, the Court has and reserves jurisdiction over the Parties to the Settlement.

24. The Court finds there is no just reason for delay of entry of Final Judgment with respect to the foregoing and such Final Judgment is entered.

25. The Court dismisses with prejudice all claims of the Settlement Class against Defendant in the Action, without costs and fees except as explicitly provided for in the Settlement Agreement or herein.

**DONE AND ORDERED** in Pensacola, Escambia County, Florida, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

---

STEPHEN A. PITRE  
CIRCUIT COURT JUDGE

Copies Furnished to:

Counsel of Record

**EXHIBIT A**

**Opt-Out List**

(To Be Completed Before Final Fairness Hearing)