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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

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 within the First Judicial Circuit, Florida.

03/12/2025 09:14:05
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signed by CIRCUIT COURT JUDGE STEPHEN A PITRE 03/12/2025 09:14:05 z9vtiRBO

Copies Furnished to:

Counsel of Record

EXHIBIT A

Opt-Out List

1. Georgia Hall