

**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

**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 (“Proposed 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 to 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.

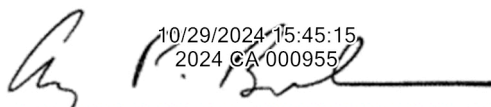
20. Class Counsel and Counsel for Defendant are authorized to use all reasonable procedures in connection with approval and administration of the Settlement that are not materially inconsistent with this Order or the Agreement, including making, without the Court's further approval, minor form or content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

21. A Final Fairness Hearing will be held before The Honorable Stephen Pitre on **March 12, 2025 at 10:00 a.m. CST/11:00 a.m. EST**, 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.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida.


10/29/2024 15:45:15
2024 CA 000955
signed by CIRCUIT COURT JUDGE AMY P. BRODERSEN 10/29/2024 03:45:15 v9kU7pEY
AMY P. BRODERSEN, CIRCUIT JUDGE

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