

**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,¹ 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.

¹ 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.

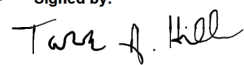
IN WITNESS WHEREOF, the parties hereto, and intending to be legally bound hereby, have duly executed this Agreement as of the date first set for above.

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, 2nd 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, 2nd 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](#).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY: DEADLINE	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.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY: DEADLINE	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.
OBJECT TO THE SETTLEMENT BY: DEADLINE	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.
DO NOTHING	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

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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 Milberg Coleman Bryson Phillips Grossman, PLLC 201 Sevilla Avenue, 2nd Floor Coral Gables, FL 33134 (866) 252-0878	Kristen Lake Cardoso Steven Sukert Kopelowitz Ostrow Ferguson Weiselberg Gilbert P.A. 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 1st 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 1st 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 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
