

COHEN V. DRUG FREE WORKPLACES, USA, LLC

No. 2024 CA 000955

IN THE CIRCUIT COURT OF THE 1ST JUDICIAL CIRCUIT

IN AND FOR ESCAMBIA COUNTY, FLORIDA

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

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

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

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|--|--|
| SUBMIT A CLAIM FORM BY: FEBRUARY 25, 2025 | 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: JANUARY 27, 2025 | 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: JANUARY 27, 2025 | 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 www.DFSettlement.com or call toll-free 1-888-484-4403

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 1-888-484-4403 or by visiting the Settlement Website at www.DFSettlement.com.

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

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

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the Settlement provide?

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

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

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

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

Please visit www.DFSettlement.com for complete information about the Settlement Benefits.

8. What payments are available for Ordinary Losses?

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

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

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

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

9. What payments are available for Lost Time?

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

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

10. What payments are available for Extraordinary Losses?

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

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

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

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

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

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

More details are provided in the Settlement Agreement, which is available at www.DFSettlement.com.

11. What is included in the Credit Monitoring Services?

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

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

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

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

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

HOW TO GET BENEFITS—SUBMITTING A CLAIM FORM

13. How do I get benefits from the Settlement?

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

Claim Forms are available at www.DFSettlement.com, or you may request one by mail, by calling 1-888-484-4403 or emailing DFSettlement@atticusadmin.com.

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

14. How will claims be decided?

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

15. When will I get my payment?

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

REMAINING IN THE SETTLEMENT

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

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

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

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

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

EXCLUDING YOURSELF FROM THE SETTLEMENT

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

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

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

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

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

20. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter by mail stating that you want to be excluded from the Settlement in *Cohen v. Drug Free Workplaces, USA, LLC*, No. 2024 CA 000955 (Fla. Cir. Ct., Escambia Cty.).

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

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

You may also send an email to DFSettlement@atticusadmin.com 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 mweekes@milberg.com John J. Nelson JNelson@milberg.com Milberg Coleman Bryson Phillips Grossman, PLLC 201 Sevilla Avenue, 2nd Floor Coral Gables, FL 33134 Phone: 1-866-252-0878 | Kristen Lake Cardoso cardoso@kolawyers.com Steven Sukert sukert@kolawyers.com Kopelowitz Ostrow Ferguson Weiselberg Gilbert P.A. One West Las Olas Blvd., Suite 500 Fort Lauderdale, Florida 33301 Phone: 954-525-4100 |

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

22. How will Class Counsel be paid?

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

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

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

OBJECTING TO THE SETTLEMENT

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

23. How do I tell the Court that I do not like the Settlement?

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

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

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

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

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

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

THE COURT'S FINAL FAIRNESS HEARING

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

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

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

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

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

27. May I speak at the Final Fairness Hearing?

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

IF YOU DO NOTHING

28. What happens if I do nothing?

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

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

GETTING MORE INFORMATION

29. Are more details about the Settlement available?

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

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

30. How do I get more information?

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

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