

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

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

Plaintiffs,

v.

DRUG FREE WORKPLACES, USA, LLC,

Defendant.

CASE NO.: 2024 CA 000955

DIVISION: F-CIVIL

**JOINT DECLARATION OF CLASS COUNSEL
STEVEN SUKERT AND MARIYA WEEKES**

Steven Sukert and Mariya Weekes hereby declare as follows:

1. We are counsel of record for Plaintiffs¹ and Class Counsel for the Settlement Class in the above-captioned matter. We submit this declaration in support of Plaintiffs' and Class Counsel's Motion for Service Awards and Award of Attorneys' Fees and Costs. Unless otherwise noted, we have personal knowledge of the facts set forth in this declaration and could and would testify competently to them if called upon to do so. Firm resumes of Kopelowitz Ostrow P.A. ("KO") and Milberg Coleman Bryson Phillips Grossman, PLLC ("Milberg") (together, "Firm Resumes") are attached hereto as *Exhibits 1-2*.

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

¹ All terms capitalized herein have the same meanings as those in the Settlement Agreement.

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

3. The Settlement Agreement provides for a reasonable Service Award to each of the four Class Representatives in the amount of \$1,250.00, each, subject to approval by the Court.

4. The Service Awards are meant to compensate the Class Representatives for their efforts on behalf of the Settlement Class, which includes maintaining contact with Class Counsel, participating in client interviews, providing relevant documents, assisting in the investigation of the Litigation, remaining available for consultation throughout settlement negotiations, reviewing relevant pleadings and the settlement agreement, and answering Class Counsel's many questions.

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

6. The Settlement Agreement also provides for an award of attorneys' fees up to \$200,000.00, which includes reimbursement of costs. These terms were negotiated only after the substantive terms of the Settlement had been agreed upon and are subject to approval by the Court. The Parties considered the range of fee awards from other data breach cases that were considered comparable cases in negotiating the fee.

7. To date, Class Counsel have received no objections to the proposed attorneys' fees, costs, or Service Awards (the amounts of which were made known to the Settlement Class via the Court-approved Notice Program) in particular.

8. Class Counsel prosecuted the Litigation on a purely contingent basis. As such, Class Counsel have not received any compensation for their extensive efforts or been reimbursed for litigation costs incurred, and have assumed a significant risk of nonpayment or underpayment. The nature of contingency fees is that they are inherently uncertain and require counsel to assume more risk than in cases where compensation is based on billable hours.

9. This matter has required Class Counsel to spend considerable time on the Litigation that could have been spent on other matters. At various times during the litigation of the Litigation, this lawsuit has consumed significant amounts of Class Counsel's time.

10. Class Counsel's work on this matter includes: investigating the cause and effects of alleged unlawful sharing of Plaintiff's and Settlement Class Members' Personal Information, interviewing potential clients, evaluating the potential class representatives, contributing to the evaluation of the merits of the Litigation before filing the Complaint; conducting legal research; drafting the Complaint, the settlement term sheet, the Agreement, the Notice, the Motion for Preliminary Approval of Class Action Settlement, and Class Counsel's Motion for Service Awards and Award of Attorneys' Fees and Costs; communicating with Defendant Counsel, preparing document and information requests for Defendant as part of informal discovery; engaging in extensive settlement negotiations with Defendant; and providing updates to and handling questions from our Class Representatives. Class Counsel were mindful to avoid duplicative efforts among themselves.

11. The total lodestar of all the law firms that worked on the Litigation, through December 31, 2024, is \$82,517.40 broken down by firm as follows:

- a. KO – \$27,610.00
- b. Milberg – \$54,907.40

12. Class Counsel's request for \$200,000.000 in attorney's fees results in a multiplier of approximately 2.42.

13. The requested fee is fair in view of the complicated nature of the Litigation, and the time, effort, and skill required. The financial risks borne by Class Counsel fully support the fee requested.

14. In total, Class Counsel spent 113.4 hours on the Litigation, as further delineated below. The total hours do not include an estimated 34 hours that Class Counsel has spent since December 31, 2024, and will spend in drafting this Motion for Service Awards and Award of Attorneys' Fees and Costs, the Motion for Final Approval of Class Action Settlement, preparing for and attending the Final Approval Hearing, and assisting the Settlement Administrator following Final Approval. These additional hours will result in an even lower multiplier.

15. Class Counsel and the Plaintiffs have had a relationship since before filing the complaints in the actions and will continue to work with one another for a few more months, including time after Final Approval. The investigation, prosecution, and settlement of the Litigation has required a substantial amount of Class Counsel's time and effort. Class Counsel spent significant time working with the Plaintiffs—investigating the Litigation and keeping them informed of the progress of the Litigation.

16. The time spent on the Litigation could otherwise have been spent on other fee-generating work. Because Class Counsel undertook representation of this matter on a contingency-fee basis, we shouldered the risk of expending substantial costs and time in litigating the action without any monetary gain in the event of an adverse judgment.

17. If not devoted to litigating the Litigation, from which any remuneration is wholly contingent on a successful outcome, the time our firms spent working on the Litigation could and

would have been spent pursuing other fee-generating and/or lower risk cases from the time the Litigation was being investigated throughout the litigation.

18. Litigation is inherently unpredictable and therefore risky. Here, that risk was very real, due to the rapidly evolving nature of case law pertaining to data privacy matters, and the state of data privacy law. Therefore, despite Class Counsel's devotion to the Litigation and our confidence in the claims alleged against Defendant, there have been many factors beyond our control that posed significant risks.

19. The hourly rates for the attorneys and support staff who worked on the Litigation are as follows, and the background and class action experience of the attorneys who performed the work in the Litigation are detailed in the Firm Resumes:

- a. David Lietz (Senior Partner - 33 years) - \$1,057.00
- b. Jeff Ostrow (Managing Partner - 27 years) - \$950.00
- c. Kenneth J. Grunfeld (Partner - 25 years) - \$950.00
- d. Kristen Lake Cardoso (Partner - 17 years) - \$750.00
- e. Mariya Weekes (Partner - 15 years) - \$878.00
- f. John Nelson (Associate - 7 years) - \$538.00
- g. Steven Sukert (Partner - 6 years) - \$500.00

20. These hourly rates are within the range of hourly rates that have been approved by Florida courts and elsewhere in the United States for legal services in class actions of a similar nature, considering the type of matter, level of experience, training, and education. Courts around the country have approved these rates.

21. Additionally, we have incurred the following costs, which were reasonably and necessarily incurred for the prosecution of the Litigation, totaling \$1,246.00.

- a. \$1085 - Filing Fees
- b. \$161 - Service of Process Fees

Cost receipts will be submitted to the Court should it likewise so require.

22. Class Counsel believe the Settlement Class Member Benefits (which include reimbursement for ordinary losses for up to \$475.00 per Settlement Class Member and reimbursement for extraordinary losses for up to \$5,000.00 per Settlement Class Member, as well as non-monetary relief) adequately compensate Class Members for the harm they suffered, and in light of the risks of litigation, represents an excellent result for Class Members.

* * * * *

I declare under penalty of perjury of the laws of the State of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Fort Lauderdale, Florida on this 13th day of January, 2025.

/s/ Steven Sukert
Steven Sukert

I declare under penalty of perjury of the laws of the State of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Coral Gables, Florida on this 13th day of January, 2025.

/s/ Mariya Weekes
Mariya Weekes