

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

RAPHYR LUBIN, *et al.*,

CASE NO.: 8:20-cv-01311-CEH-TGW

Plaintiff,

v.

STARBUCKS CORPORATION,

Defendant.

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**PLAINTIFF'S UNOPPOSED AMENDED MOTION FOR PRELIMINARY
APPROVAL OF REVISED CLASS ACTION SETTLEMENT**

Named Plaintiff, Raphyr Lubin (“Named Plaintiff”), on behalf of himself and a putative Settlement Class (collectively, “Plaintiffs”), pursuant to Fed. R. Civ. P. 23, hereby respectfully moves this Court for an Order (*see* Proposed Order at Exhibit A) preliminarily approving the parties’ proposed Revised Class Action Settlement Agreement and Release (the “Agreement” or “Settlement”).¹

This case has been pending for nearly six years. As detailed below, the Parties, with the assistance of a highly respected mediator, Carlos J. Burruezo, reached a tentative class-wide resolution for which Named Plaintiff now seeks Court approval. The Settlement provides for a fund of \$325,000.00 to be made available to approximately 33,800 Settlement Class Members, less administrative costs. Every Settlement Class Member who submits a valid and timely claim form will receive their pro-rata share of the Net Settlement Fund. There is no reversion to Defendant. Separately, Defendant agrees to pay Class Counsel \$450,000.00 in attorneys’ fees and costs, subject to Court approval.

In terms of a per-participant recovery, if 25% of class members timely file claims, participating class members will receive approximately \$30.00.² If the claims

¹ The Revised Agreement is attached as Exhibit B. Certain defined terms contained herein shall have the same meaning as set forth in the Agreement.

² The calculation proceeds as follows: from the \$325,000.00 settlement fund, estimated administrative costs of \$75,000.00 leave \$250,000.00 for distribution. If 25% of the approximately 33,800 Settlement Class Members submit claims, about 8,450 people will participate. Dividing \$250,000.00 by 8,450 yields an estimated recovery of \$29.59 per claimant, or approximately \$30.

rate is 10%, which is historically accurate,³ each participating class member would receive approximately \$74.00.⁴ These per-participating class member recovery amounts align with comparable settlements in similar COBRA notice cases and, in fact, is significantly higher than amounts approved in many such class actions in the Middle District of Florida, including by Judge Barber in *Bacs, et al. v Capital One*, 8:21-cv-02852-TPB-TGW (M.D. Fla. Dec. 12, 2022), ECF Nos. 56, 57 (granting preliminary approval of class settlement providing for gross awards of \$17.89 in case with allegedly deficient COBRA notice); *see also Vazquez v. Marriott Int'l, Inc.*, No. 8:17-cv-00116-MSS-MAP (M.D. Fla. Feb. 27, 2020), ECF No. 127 (court approved COBRA notice class action settlement awarding \$13.00 per class member); *Rigney v. Target Corp.*, No. 8:19-cv-01432-MSS-JSS (M.D. Fla. Mar. 24, 2021), ECF Nos. 58, 59 (court approved COBRA notice class action settlement awarding \$17.00 per class member); *Hicks v. Lockheed Martin Corp, Inc.*, No. 8:19-cv-00261-JSM-TGW (M.D. Fla. Dec. 11, 2019) ECF No. 41 (court approved settlement providing gross recovery equal to \$24.00 per class member).

Importantly, this settlement is structured similarly to settlements previously approved by this Court, including in *Lyttle v. Trulieve, Inc.*, Case No: 8:19-cv-02313-CEH-TGW (M.D. Fla. Sept. 16, 2022) (Doc. 128) and *Taylor v. Citizens Telecom*

³ Fed. Trade Comm'n, *Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns* 11 (Sept. 2019), p. 11. https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class_action_fairness_report_0.pdf

⁴ If 10% of the approximately 33,800 Settlement Class Members submit claims, there will be about 3,380 claimants. Dividing \$250,000.00 by 3,380 yields approximately \$73.96 per claimant, or approximately \$74.00.

Services Co., LLC, Case No.: 8:20-cv-00509-CEH-CPT (M.D. Fla. Feb. 8, 2022) (Doc. 65). The terms of the Settlement Agreement are also similar to other COBRA class action settlements approved in the Middle District of Florida, including by Judge Bucklew in *Silberstein v. Petsmart, Inc.*, 8:19-cv-02800-SCB-AAS (M.D. Fla. December 4, 2020) (Doc. 38), Judge Merryday in *Valdivieso v. Cushman & Wakefield, Inc.*, M.D. Fla. Case No.: 8:17-cv-00118-SDM-JSS (M.D. Fla. Dec. 7, 2018) (Doc. 92), Judge Moody in *Hicks v. Lockheed Martin Corp, Inc.*, 8:19-cv-00261-JSM-TGW (M.D. Fla. Sept. 5, 2019) (Doc. 34), and Judge Scriven in *Vazquez v. Marriott International, Inc.*, M.D. Fla. Case No. 8:17-cv-00116-MSS-MAP (Feb. 27, 2020, Doc. 127).

Plaintiff submits the Settlement is fair, reasonable, and adequate and therefore merits the Court's preliminary approval.

I. BACKGROUND AND OVERVIEW OF MOTION.

A. Allegations Included in the Second Amended Complaint.

This is a putative class action brought by Named Plaintiff against Defendant under 29 C.F.R. § 2590.606–4(b)(4) *et seq.* and 29 U.S.C. § 1166(a). The lawsuit alleges Defendant provided Named Plaintiff and the putative class with a deficient COBRA Notice. Named Plaintiff seeks statutory penalties, injunctive relief, attorneys' fees, and costs, on behalf of himself and a putative class of all participants not subject to Starbucks' arbitration agreement and beneficiaries receiving a COBRA notice from July 21, 2016 to January 1, 2023 who did not elect COBRA continuation coverage.

B. Defendant's Defenses.

This action has been contested from the outset. Defendant denies it ever violated 29 U.S.C. § 1166(a) and 29 C.F.R. § 2590.606-4 and has multiple defenses available to defend the claims. Defendant denies any wrongdoing or liability in connection with any facts or claims that have been alleged. Simply put, Defendant asserts it has not done anything wrong, always complied with statutory and regulatory requirements, and denies the claims are suitable for class treatment other than for settlement purposes. The Agreement and this Motion are not, and shall not, in any way be construed as an admission or evidence of wrongdoing or violation of any federal, state, or municipal statute, regulation, principle of common law or equity on the part of Defendant. Defendant asserts it agreed to resolve this action through settlement to avoid the uncertainties and expense of further litigation.

C. Procedural History of Case.

This case has a nearly six (6) year history, including an appeal of this Court's Order denying, in part, Defendant's Motion to Compel Arbitration. The original Complaint was filed by Ariel Torres on June 8, 2020. (Doc. 1). The Amended Complaint, adding the current Named Plaintiff, Raphyr Lubin, was filed a few weeks later on July 21, 2020. (Doc. 15).⁵

Defendant filed a Motion to Compel Arbitration on August 4, 2020. (Doc. 18). After oral argument on the Motion and supplemental briefing (Docs. 26-29), this

⁵ Torres is no longer a party to this lawsuit.

Court denied the Motion to Compel Arbitration as to Lubin and granted it as to Torres. (Doc. 33). Defendant appealed the Court's denial of its Motion to Compel Arbitration as to Lubin to the Eleventh Circuit Court of Appeals. (Docs. 38-39). The case was stayed during the appeal.

On December 16, 2024, after oral argument, the Eleventh Circuit Court of Appeals affirmed this Court's Order denying the Motion to Compel Arbitration as to Lubin. *Lubin v. Starbucks Corp.*, 122 F.4th 1314 (11th Cir. 2024). On February 5, 2025, the Parties filed their Case Management Report ("CMR"). (Doc. 57). Defendant also filed a Motion to Dismiss on February 5, 2025. (Doc. 58). The Parties then sought and received multiple stays pending completion of a class-wide mediation during the summer months of 2025. (Doc. 62-70).

On September 26, 2025, the Parties filed an Amended Case Management Report. (Doc. 76). Plaintiff again amended the Complaint on October 17, 2025. Defendant subsequently moved to dismiss the Second Amended Complaint on October 31, 2025. (Doc. 84). Defendant also moved to bifurcate discovery. (Doc. 85). Both of the motions were fully briefed.

In the interim, the Named Plaintiff served extensive written discovery, including requests for production, interrogatories, and requests for admission. He also pursued third-party discovery directed to Defendant's COBRA administrator, Alight Solutions, and served a Rule 30(b)(6) deposition notice.

Through the continued assistance of the Mediator, Carlos Burruezo, the Parties subsequently reached an agreement.

D. Settlement Negotiations and Mediation.

The first mediation the Parties participated in was done with the assistance of Eleventh Circuit Court of Appeals mediator Beth Greenfield on July 16, 2021. That mediation resulted in an impasse. On August 8, 2025, the Parties mediated this matter for a second time, this time with mediator Carlos J. Burruezo. That mediation also resulted in an impasse.

However, over the next five months, with Mr. Burruezo's assistance, the Parties continued engaging in settlement discussions. On January 20, 2026, Mr. Burruezo filed with the Court a notice informing the Court the case had been settled. (Doc. 91).

A dispute later arose over class size and the class period, which resulted in the filing of dueling Motions seeking preliminary approval. (Docs. 97, 99). The Parties continued their negotiations and have agreed to the attached revised Settlement Agreement, which Plaintiff now asks the Court to preliminarily approve.

II. THE PROPOSED SETTLEMENT.

A. The Proposed Settlement Class.

The Agreement defines the proposed Settlement Class as follows: "All participants not subject to Starbucks' Arbitration Agreement, and all beneficiaries in the Defendant's Welfare Benefits Plan, including the Health Plan

and Vision Plan, in the United States who were sent a COBRA notice between July 21, 2016, through January 1, 2023, as a result of a qualifying event, as determined by Defendant and/or its third party administrator and, who did not elect continuation coverage.” There are approximately 33,800 people in the class.

B. Benefits to the Settlement Class.

This Settlement delivers a meaningful, immediate recovery to the Settlement Class. Defendant will fund a non-reversionary Gross Settlement of \$325,000.00. After payment of Court-approved administration costs (estimated at \$75,000), the Net Settlement Fund will be distributed pro rata to all Settlement Class Members who submit timely and valid claim forms. Not a dollar returns to Defendant.

Based on an estimated 25% claims rate among the approximately 33,800 Settlement Class Members, each participating class member is expected to receive about \$30.00. If the claims rate were 10%, which is historically accurate, each participating class member would receive approximately \$74.00. In the COBRA notice context, where statutory penalties are discretionary and subject to significant litigation risk, that is an exceptional result. It meets or exceeds recoveries approved in comparable cases in this District and reflects a strong outcome achieved after years of contested litigation. The structure further maximizes value to the Class. If a Settlement Class Member submits a valid claim but does not cash the check within the allotted time, any remaining funds will be distributed as a *cy pres* award to Bay Area Legal Services, Inc., subject to Court approval. The Settlement is expressly non-

reversionary. Defendant walks away with finality, not leftover funds. Every dollar of the Net Settlement Fund goes to Settlement Class Members or, if necessary, to an approved *cy pres* recipient that advances the interests underlying this case.

C. Attorneys' Fees and Costs.

Attorneys' fees and expenses, in the amount of \$450,000.00, will be paid separately by Defendant, subject to Court approval. Those fees will not reduce the \$325,000.00 available to the Class and were negotiated separately.

D. Administration of Notice of Settlement.

The Parties have agreed to utilize a private, third-party vendor, American Legal Claim Services, LLC, to administer the Settlement in this case, including but not limited to distribution of the Notice of Settlement. The Parties have also agreed that all fees and expenses charged by the Settlement Administrator shall be paid from the Settlement Account.

E. Class Action Fairness Act Notice.

The Settlement Administrator will submit the notices required by the Class Action Fairness Act of 2005 ("CAFA") to the appropriate Federal and State officials.

III. MOTION FOR PRELIMINARY APPROVAL AND SUPPORTING MEMORANDUM OF LAW.

A. Applicable Legal Standard.

This action was settled prior to certification. A class may be certified "solely for purposes of settlement where a settlement is reached before a litigated determination of the class certification issue." *Woodward v. NOR-AM Chem. Co.*, 1996

WL 1063670, *14 (S.D. Ala. 1996), citing *In re Beef Indus. Antitrust Litig.*, 607 F.2d 167, 173–78 (5th Cir.1979), cert. denied, 452 U.S. 905, 101 S.Ct. 3029, 69 L.Ed.2d 405 (1981). In this case, Named Plaintiff seeks to have this case certified pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3).

B. The Requirements of Rule 23(a) are Met for Purposes of Approving the Proposed Settlement.

Rule 23(a) sets forth four prerequisites for class certification: numerosity, commonality, typicality, and adequacy of representation. *See* Fed. R. Civ. P. 23(a). Named Plaintiff satisfies all four requirements under Rule 23(a) for purposes of approving the proposed Settlement.

1. Numerosity.

The proposed class of approximately 33,800 individuals is “so numerous that joinder of all members is impracticable.” FED. R. CIV. P. 23(a)(1). Numerosity is satisfied.

2. Commonality.

Next, Rule 23(a)(2) requires the existence of “questions of law or fact common to the class.” Commonality is satisfied when the claims depend on a common contention, the resolution of which will bring a class-wide resolution of the claims. *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 349–50 (2011). “This prerequisite does not mandate that all questions of law or fact are common; a single common question of law or fact is sufficient to satisfy the commonality requirement, as long as it affects

all class members alike.” *Colomar v. Mercy Hosp., Inc.*, 242 F.R.D. 671, 676 (S.D. Fla. 2007).

In this case, common questions of law and fact exist among Named Plaintiff and the proposed Settlement Class Members for purposes of approving the Settlement. All Settlement Class Members were participants in or beneficiaries of the Starbucks Health Plan, were sent copies of Defendant’s allegedly deficient COBRA Notice, and did not elect COBRA continuation coverage following their receipt of the same or similar purportedly inadequate notice. Such common issues of law and fact have been found to satisfy commonality in similar COBRA cases. *Morris v. US Foods, Inc.*, No. 8:20-CV-105-SDM-CPT, 2021 WL 2954741, at *5 (M.D. Fla. May 17, 2021); *Vazquez v. Marriott Int’l, Inc.*, No. 8:17-cv-00116-MSS-MAP, 2018 WL 3860217, at *3 (M.D. Fla. Aug. 7, 2018) (certifying Rule 23 class in COBRA notice case and finding commonality satisfied based on same factors); *see also Pierce v. Visteon Corp.*, No. 1:05-CV-1325-LJM-VSS, 2006 WL 6667384, at *4 (S.D. Ind. Sept. 14, 2006).

Additional common issues exist in this case, including: (1) whether Defendant violated COBRA’s notice requirements; (2) whether, and to what extent, statutory penalties are appropriate. Each Settlement Class Member received the allegedly inadequate COBRA Notice and, as such, would have an alleged claim for statutory penalties. Named Plaintiff has established common questions of fact concerning whether the COBRA Notice complies with the law. Given that there are multiple

questions of law and fact common to members of the Settlement Class, the commonality requirement is satisfied for purposes of approving the Settlement.

3. Typicality.

The typicality requirement “tend[s] to merge” with the commonality requirement. *Gen. Tel. Co. of the S.W. v. Falcon*, 457 U.S. 147, 157 n. 13 (1982). “A class representative must possess the same interest and suffer the same injury as the class members to be typical under Rule 23(a)(3). Typicality measures whether a sufficient nexus exists between the claims of the named representatives and those of the class at large.” *Rosario–Guerrero v. Orange Blossom Harvesting, Inc.*, 265 F.R.D. 619, 627 (M.D. Fla. 2010) (citing *Busby v. JRHBW Realty, Inc.*, 513 F.3d 1314, 1322 (11th Cir. 2008)).

Here, Named Plaintiff is typical of the Settlement Class Members he seeks to represent, as pursuant to Defendant’s standard practice, he received the same or similar COBRA Notice as the Settlement Class Members and his claims stem from that COBRA Notice. Indeed, whether a COBRA Notice provides adequate information is not based on an individual’s understanding of the COBRA Notice but, rather, an objective determination of whether the Notice complies with the letter of the statute. *Rodriguez v. Int’l Coll. of Bus. and Tech.*, 364 F. Supp. 2d 40, 46 (D.P.R. 2005) (“Neither a plaintiff’s actual knowledge of his rights under COBRA nor his prior COBRA related job responsibility, dispenses with a plan administrator’s

obligation to give the employee [proper] notification”) (citing *Torres-Negron, et al. v. Ramallo Bros. Printing Inc.*, 203 F. Supp. 2d 120, 124-125 (D.P.R. 2002)).

Thus, whether Defendant’s contested COBRA Notice complies with the law depends not on Named Plaintiff’s personal interpretation but whether the COBRA Notice is understandable by an average plan participant. 29 C.F.R. § 2590.606-4(b)(4). This requirement has been interpreted as “an objective standard rather than requiring an inquiry into the subjective perception of the individual [plan] participants.” *Wilson v. Sw. Bell Tel. Co.*, 55 F.3d 399, 407 (8th Cir. 1995) (interpreting regulatory requirements for Summary Plan Descriptions, which are subject to an identical regulatory requirement to be written in a manner calculated to be understood by the average plan participant).

In sum, Named Plaintiff’s claims are typical of all Settlement Class Members and their resolution does not depend on Named Plaintiff’s personal characteristics. *Vazquez*, 2018 WL 3860217, at *4. Accordingly, for purposes of approving this Settlement, Rule 23(a)(3) is also satisfied. *See Pierce*, 2006 WL 6667384, at *4 (typicality met where “[a]ll of the class claims stem from Defendants’ alleged failure to provide COBRA notices pursuant to the dictates of 29 U.S.C. § 1166, a common course of conduct, and are based upon the same legal theory”).

4. Adequacy.

The fourth requirement of Rule 23(a) is that “the representative parties will fairly and adequately protect the interests of the class.” FED. R. CIV. P. 23(a)(4).

This “adequacy of representation” analysis “encompasses two separate inquiries: (1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether the representatives will adequately prosecute the action.” *Valley Drug Co. v. Geneva Pharm., Inc.*, 350 F.3d 1181, 1189 (11th Cir. 2003).

Named Plaintiff—like every Settlement Class Member—received the same or similar allegedly deficient COBRA Notice from the same Defendant during the class period. Thus, Named Plaintiff and the Settlement Class Members have the exact same interest in recovering the statutory damages to which they are allegedly entitled. He is not seeking anything in addition to what the Settlement Class Members are seeking. He does not seek an incentive payment or service award. As such, Named Plaintiff does not have any interests antagonistic to those of the proposed Settlement Class. Named Plaintiff’s pursuit of this litigation is further evidence of the same.

Likewise, proposed Class Counsel—Brandon J. Hill, Luis A. Cabassa, and Amanda Heystek from Wenzel Fenton Cabassa, P.A., along with Chad Justice from Justice Litigation Associates, PLLC—have extensive experience litigating class actions of similar size, scope, and complexity to the instant action. They regularly engage in major complex litigation involving employment and consumer-related claims, including cases alleging deficient COBRA notices like this. Class Counsel have the resources necessary to conduct litigation of this nature and have been appointed lead class counsel by federal courts throughout the country in more

deficient COBRA notice cases than any other firms. *See generally* Declarations of Luis A. Cabassa, Brandon J. Hill, Amanda E. Heystek, and Chad Justice.

Further, proposed Class Counsel have devoted substantial resources to pursuing these claims against Defendant over nearly six years, including extensive appellate practice, motion practice and discovery, as well as an outlay of costs and time preparing for and attending multiple mediations and subsequent work to negotiate and document the final Settlement details and documentation.

Similarly, Named Plaintiff has also expended time and effort for the Settlement Class Members. He provided valuable information and input into the drafting of pleadings, participated in multiple mediations, and has otherwise done everything required of a class representative seeking to protect the interest of the class. He also does not seek an incentive payment or anything extra for serving as class representative.

C. The Requirements of Rule 23(b)(3) are Also Met.

In addition to satisfying Rule 23(a), parties seeking class certification must show that the action is maintainable under Rule 23(b)(1), (2), or (3). *Amchem*, 521 U.S. at 623. Here, Named Plaintiff seeks certification for the purposes of the Settlement under Rule 23(b)(3), which allows a class action to be maintained if: (1) questions of law or fact common to the class members predominate over any questions affecting only individual members; and (2) a class action is superior to

other methods for fairly and efficiently adjudicating the controversy. Fed. R. Civ. P. 23(b)(3).

1. Predominance.

Rule 23(b)(3)'s predominance requirement focuses on whether a defendant's liability is "common enough to be resolved on a class basis," *Dukes*, 564 U.S. at 359, and whether the proposed class is "sufficiently cohesive to warrant adjudication by representation." *Amchem*, 521 U.S. at 623. Here, common issues predominate. The entire action is derived from a standardized COBRA Notice common to all Settlement Class Members. The core inquiry is whether the COBRA Notice complied with applicable statutory requirements and accompanying regulations, and, if it did not, whether statutory penalties are appropriate. Thus, Named Plaintiff's claim "will prevail or fail in unison," and, as such, predominance is met for settlement purposes only. *Amgen Inc. v. Connecticut Ret. Plans & Tr. Funds*, 568 U.S. 455, 460 (2013). In fact, when analyzing near identical COBRA notice actions for certification purposes, courts consistently find common issues to predominate. *See, e.g., Hicks*, No. 8:19-cv-261-JSM-TGW, Doc. 34 (M.D. Fla.) (finding the predominance requirement satisfied in COBRA notice case for settlement purposes); *Valdivieso*, No. 8:17-cv-118-SDM-JSS, Doc. 89; *Morris*, No. 8:20-CV-105-SDM-CPT, 2021 WL 2954741, at *6; *Vazquez*, 2018 WL 3860217, at *6.

2. Superiority.

Finally, the class action device is also the superior means of adjudicating this controversy because it “achieve[s] economies of time, effort and expense and promote[s] . . . uniformity of decision as to persons similarly situated.” *Amchem*, 521 U.S. at 615. Actions alleging a standard course of wrongful conduct are particularly well-suited for class certification because they facilitate efficiency and uniformity.

Here, all questions necessary to determine whether—for Settlement purposes—Defendant violated COBRA (and its accompanying regulations) are common to all Settlement Class Members. As such, a class action is a much more efficient use of judicial and party resources than multiple actions. Further, absent a class action (like this), members of the Settlement Class would almost certainly find the cost of individually litigating their claims to be prohibitive. Indeed, no other member of the proposed Settlement Class has brought any COBRA claims against Defendant for almost six years, and thus, “there is no indication that any class member wants to individually control his or her own separate action.” *Calloway v. Caraco Pharm. Labs., Ltd.*, 287 F.R.D. 402, 408 (E.D. Mich. 2012). In fact, many members of the proposed Settlement Class may not even be aware that Defendant has allegedly violated their rights under ERISA/COBRA’s notice requirements. Where class members are unlikely to discover (and vindicate) injuries absent certification of a class, class treatment is superior to the alternatives.

In the end, because common questions predominate and a class action is the superior method for adjudicating the controversy, maintenance of this action as a class action is appropriate for purposes of approving the Settlement.

D. Rule 23(e) Is Also Satisfied.

After analyzing certification under Rule 23(a) and Rule 23(b)(3), when deciding whether to grant preliminary approval of a class action settlement, courts in this Circuit also look to whether the proposed settlement satisfies Rule 23(e). Under Rule 23(e), Fed. R. Civ. P., “[a] class action shall not be dismissed or compromised without the approval of the court, and notice of the proposed dismissal or compromise shall be given to all members of the class in such manner as the court directs.” The Agreement satisfies the applicable standards for approval under Rule 23(e) and Eleventh Circuit case law.

Rule 23(e) requires that a settlement agreement be “fair, reasonable, and adequate” before receiving approval. The following factors must be considered before determining whether that standard has been satisfied: (a) whether the class representatives and class counsel have adequately represented the class; (b) whether the agreement was negotiated at arm’s length; (c) the adequacy of the relief provided for the class; and (d) whether the proposal “treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(A)-(D). Clearing these standards is not a high bar, given that “[p]ublic policy strongly favors the pretrial settlement of class action lawsuits.” *In re U.S. Oil & Gas Litig.*, 967 F.2d 489, 493 (11th Cir. 1992).

The Eleventh Circuit Court of Appeals uses a six-factor “*Bennett*” test for assessing the fairness, reasonableness, and adequacy of a class settlement. The factors are: (a) whether the settlement was a product of fraud or collusion; (b) the complexity, expense, and likely duration of the litigation; (c) the stage of the proceedings and the amount of discovery completed; (d) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (e) the possible range of recovery and the certainty of damages; and (f) the respective opinions of the participants, including class counsel, class representatives, and absent class members. *See Bennett v. Behring Corp.*, 737 F.2d 982, 986 (11th Cir. 1984). The Rule 23(e) and *Bennett* factors are both discussed below and satisfied here.

1. The Class Representative and Class Counsel Have Adequately Represented the Settlement Class.

There is no question that Named Plaintiff and the undersigned have adequately represented the Settlement Class. This first Rule 23(e)(2) requirement encompasses two separate inquiries: (1) whether any substantial conflicts of interest exist between the representatives and the class; and (2) whether the representatives will adequately prosecute the action. *Busby v. JRHBW Realty, Inc.*, 513 F.3d 1314, 1323 (11th Cir. 2008).

Here, the adequacy-of-representation requirement has been met. Named Plaintiff, Raphyr Lubin, is adequate given that his interests are equivalent to those of the Settlement Class. There is also no obvious conflict of interest between Named Plaintiff and the Settlement Class. Named Plaintiff has the same interest as the

Settlement Class Members in prosecuting his claims. Named Plaintiff, along with Class Counsel, secured a reasonable settlement in favor of the Settlement Class Members they seek to represent. He seeks no incentive payment or service award.

With respect to Class Counsel, as demonstrated in the attached declarations, the proposed attorneys have extensive class action experience, and have been appointed as class counsel in many class action cases, including the following COBRA class action cases: *Hicks v. Lockheed Martin Corp., Inc.*, 8:19-cv-00261-JSM-TGW (M.D. Fla. Sept. 5, 2019) (Doc. 34); *Valdivieso v. Cushman & Wakefield, Inc.*, M.D. Fla. Case No.: 8:17-cv-00118-SDM-JSS (M.D. Fla. Dec. 7, 2018) (Doc. 92) (appointing undersigned as class counsel in a COBRA notice class action), and *Carnegie v. FirstFleet Inc.*, M.D. Fla. Case No.: 8:18-cv-01070-WFJ-CPT (M.D. Fla. June 21, 2019) (Doc. 63) (same).

Where, as here, the Parties are represented by counsel who have significant experience in class-action litigation and settlements and in COBRA cases, and no evidence of collusion or bad faith exists, the judgment of the litigants and their counsel concerning the adequacy of the settlement is entitled to deference. *Thacker v. Chesapeake Appalachia, L.L.C.*, 695 F. Supp. 2d 521, 532-33 (E.D. Ky. 2010) *aff'd sub nom. Poplar Creek Dev. Co. v. Chesapeake Appalachia, L.L.C.*, 636 F.3d 235 (6th Cir. 2011). Thus, the proposed settlement satisfies Rule 23(e)(2)'s first component, adequacy.

2. The Settlement Is the Product of Multiple and Extensive Arm's Length Negotiations Between Experienced Counsel Before a Neutral Mediator.

The next Rule 23(e)(2) factor is also satisfied because the proposed Settlement is the product of arm's length negotiations that were overseen by an experienced and impartial mediator. This record confirms the absence of fraud or collusion and satisfies the first *Bennett* factor. This also weighs in favor of approval. *See Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1384 (S.D. Fla. 2007) (concluding that class settlement was not collusive in part because it was overseen by "an experienced and well-respected mediator").

The proposed Settlement, and the record in this case, show that the Agreement was the product of extensive and detailed arm's length negotiations between the Parties and their counsel. The Parties participated in multiple mediations at great expense to both sides—and with no promise Class Counsel would recover anything at all. The Parties and counsel were well-informed of the potential strengths and weaknesses of their positions and conducted good faith negotiations to avoid costly and protracted litigation.

Moreover, as stated above, all counsel involved in the negotiations are experienced in handling class action litigation and complex litigation and are clearly capable of assessing the strengths and weaknesses of their respective positions. *See generally* Declarations of Luis A. Cabassa, Brandon J. Hill, Amanda E. Heystek, and Chad Justice; *see also Pierre-Val*, 2015 U.S. Dist. LEXIS at *2 ("courts should give

weight to the parties' consensual decision to settle class action cases, because they and their counsel are in unique positions to assess the potential risks"). Where there "is no evidence of any kind that the parties or their counsel have colluded or otherwise acted in bad faith in arriving at the terms of the proposed settlement ... counsel's informed recommendation of the agreement is persuasive that approval is appropriate." *Strube v. American Equity Inv. Life Ins. Co.*, 226 F.R.D. 696, 703 (M.D. Fla. 2005).

3. The Settlement Provides Adequate Relief to Settlement Class Members.

The proposed Settlement will provide substantial relief to Settlement Class Members, satisfying the third Rule 23(e)(2) factor. The Settlement requires Defendant make available \$325,000.00 to resolve the claims at issue. Every Settlement Class Member who timely files a valid claim will receive a check for their pro-rata portion as discussed above, which likely will fall in the range of \$30.00 to \$74.00. This recovery falls well within the range of reasonableness for settlement purposes. *Bacs, et al. v Capital One*, 8:21-cv-02852-TPB-TGW (M.D. Fla. Dec. 12, 2022), ECF Nos. 56, 57 (in nearly identical COBRA notice class action, Judge Barber approved gross award of \$17.89); *Vazquez v. Marriott Int'l, Inc.*, No. 8:17-cv-00116-MSS-MAP (M.D. Fla. Feb. 27, 2020), ECF. No. 127 (court approved COBRA notice class action settlement awarding \$13.00 per class member); *Rigney v. Target Corp.*, No. 8:19-cv-01432-MSS-JSS (M.D. Fla. Mar. 24, 2021), ECF Nos. 58, 59 (\$17.00 per class member); *Hicks v. Lockheed Martin Corp, Inc.*, No. 8:19-cv-00261-

JSM-TGW (M.D. Fla. Dec. 11, 2019) ECF No. 41 (court approved settlement providing gross recovery equal to \$24.00 per class member).

The pro-rata payments to each claiming Settlement Class Member compare favorably to previously-approved COBRA notice class action settlements. When measured against the discretionary nature of statutory penalties under ERISA and the risk of recovering nothing at all, the Settlement falls well within the range of possible recovery and reflects a reasonable compromise of disputed claims. *Bennett* factors four and five are satisfied. Under the Parties' Agreement, the Settlement Class Members can quickly monetize their claims, even if the amount is less than what could have been recovered through successful litigation. Likewise, Defendant avoids the uncertainty and expense associated with protracted litigation and trial. Named Plaintiff supports the Settlement, and experienced Class Counsel—after years of litigation and extensive mediation—recommend approval. There is no indication that Settlement Class Members will oppose it, satisfying the sixth *Bennett* factor.

4. The Proposal Treats Settlement Class Members Equitably Relative to Each Other.

The last Rule 23(e)(2) factor is satisfied because the proposed Settlement treats Settlement Class Members equitably. In fact, they are treated *identically*. There is no incentive payment or service award sought here. There are no other agreements. As set forth above, with the Settlement Class comprised of approximately 33,800 members, each Settlement Class Member who timely files a valid claim will receive a pro-rata portion of the Net Settlement Fund.

5. Additional Considerations.

The procedural posture of this case—after nearly six years of contested litigation, appellate proceedings, and substantial discovery—demonstrates that the Parties reached this Settlement with a full understanding of the strengths and weaknesses of their positions. That squarely satisfies the third *Bennett* factor. If Named Plaintiff had continued litigating his claims, success was not guaranteed. As discussed herein, Named Plaintiff faced significant risks with respect to liability, damages, and certification of a litigation class. With respect to liability, the Settlement avoids the risk of a motion to dismiss and summary judgment for Defendant or an adverse ruling at the class certification stage. *See, e.g., Brown-Pfifer v. St. Vincent Health, Inc.*, No. 1:06-CV-0236-SEB-JMS, 2007 WL 2757264, at *10 (S.D. Ind. Sept. 20, 2007) (denying class certification in COBRA case). It was reasonable for Named Plaintiff to remove these risks from the equation by settling at this juncture to ensure class-wide monetary relief.

6. The Settlement Avoids Complex, Expensive, and Prolonged Litigation.

Continuing to litigate the claims would have been time-consuming, expensive and significantly delayed relief (if any at all) to Settlement Class Members. The second *Bennett* factor is, thus, satisfied. In the absence of a settlement, onerous motion practice was inevitable, including inevitable Rule 23(f) appeals to the Eleventh Circuit to any certification order, followed by summary judgment motion practice. If summary judgment wasn't granted, the Parties would have expended

significant resources preparing and trying the action. The costs associated with these litigation activities would have been significant and final resolution postponed for years, as this genre of complex litigation “can occupy a court’s docket for years on end, depleting the resources of the parties and taxpayers while rendering meaningful relief increasingly elusive.” *In re U.S. Oil & Gas Litig.*, 967 F.2d at 493. By settling now, Named Plaintiff saved precious time and costs, and obtained monetary relief for the Settlement Class.

IV. THE COURT SHOULD APPROVE THE NOTICE TO SETTLEMENT CLASS MEMBERS.

In addition to reviewing the substantive terms of the Agreement, the Court must ensure notice is sent in a reasonable manner to all Settlement Class Members who would be bound by the proposed settlement. Fed. R. Civ. P. 23(e)(1). The “best notice” practicable under the circumstances includes individual notice to all potential class members who can be identified through reasonable effort. Fed. R. Civ. P. 23(c)(2)(B). That is precisely the type of notice contemplated here.

Under the Settlement, each Settlement Class Member will be sent a Short Form Notice (*see* Exhibit C) by U.S. Mail to the Settlement Class Members’ last known mailing addresses that includes a claim form with pre-marked postage. These notices will advise Settlement Class Members how to file a claim, or alternatively, how to opt out or object to the Settlement. The Short Form Notice will contain a link to the Settlement Administrator’s website where a Long Form Notice (*see* Exhibit D) will also be made available.

The Short Form Notice and Long Form Notice include all information required by Rule 23(c)(2)(B). The Short Form Notice clearly spells out the key terms of the proposed Settlement and contains a link to a website address where Settlement Class Members can obtain a copy of the Agreement and other relevant documents and includes a phone number that Settlement Class Members may call if they have any questions. Accordingly, this Court should approve the Short Form and Long Form versions of the Notice of Settlement.

Based on the foregoing reasons, this Honorable Court should grant this Motion and enter an Order granting preliminary approval of the parties' class action settlement.

LOCAL RULE 3.01(g) CERTIFICATE

Counsel for Plaintiff conferred with counsel for Defendant prior to filing this Motion. Defendant does not oppose this Motion.

DATED this 6th day of May, 2026.

/s/ Brandon J. Hill
BRANDON J. HILL
Florida Bar Number: 37061
LUIS A. CABASSA
Florida Bar Number: 053643
AMANDA E. HEYSTEK
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*Attorneys for Plaintiff and the Proposed
Class*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 6th day of May, 2026, the foregoing was electronically filed with the Clerk of the Court via the CM/ECF system, which will send a notice of electronic filing to all counsel of record.

/s/ *Brandon J. Hill*
BRANDON J. HILL

Exhibit A

PROPOSED ORDER

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

RAPHYR LUBIN, *et al.*,

CASE NO.: 8:20-cv-01311-CEH-TGW

Plaintiff,
v.

STARBUCKS CORPORATION,

Defendant.

_____ /

**[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED
AMENDED MOTION FOR PRELIMINARY APPROVAL OF
REVISED CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiff’s Unopposed Amended Motion for Preliminary Approval of the Parties’ Revised Class Action Settlement (“Motion”). The Court has carefully considered the Motion, the proposed Revised Class Action Settlement Agreement and Release (the “Agreement”), the proposed Notices of Settlement, and the declarations submitted in support of the Motion. Being fully advised in the premises of the proposed Agreement, the Court now finds and hereby **GRANTS** the Motion and **ORDERS** as follows:

1. All defined terms contained herein shall have the same meaning as set forth in the Agreement executed by the Parties and filed with the Court.
2. In this Action, the Named Plaintiff alleges that Defendant violated the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended by

the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”). Defendant denies Plaintiff’s allegations and is not admitting liability in this case.

3. The Court has jurisdiction over the subject matter of the Action, and both the Named Plaintiff and Settlement Class Members have Article III standing for purposes of settlement. Jurisdiction is retained by this Court for matters arising out of the Agreement.

4. The Court preliminarily approves the Settlement and the terms set forth in the Agreement, subject to further consideration at the Final Approval Hearing after Settlement Class Members have had an opportunity to consider the Agreement and to object to the Settlement.

5. Pursuant to Federal Rule of Civil Procedure 23, the Court certifies, for settlement purposes only, the following Settlement Class:

All participants not subject to Starbucks’ Arbitration Agreement, and all beneficiaries in the Defendant’s Welfare Benefits Plan, including the Health Plan and Vision Plan, in the United States who were sent a COBRA notice between July 21, 2016, through January 1, 2023, as a result of a qualifying event, as determined by Defendant and/or its third party administrator and, who did not elect continuation coverage (referenced herein as the “Settlement Class”).

6. The Court finds that, for settlement purposes, the Settlement Class meets the criteria for certification under Federal Rule of Civil Procedure 23(a). The class consists of approximately 33,800 individuals. Thus, the class is sufficiently numerous and joinder of all potential Settlement Class Members is impractical.

For settlement purposes only, there are also questions of law and fact common to the Settlement Class with respect to the sufficiency of the COBRA Notice at issue and as defined in the Agreement. In that regard, the Named Plaintiff's claims are typical of the claims of the Settlement Class. Finally, Named Plaintiff and his counsel have fairly and adequately represented the interests of the Settlement Class.

7. The Court further finds that, for settlement purposes only, the Settlement Class satisfies the requirements of Federal Rule of Civil Procedure 23(b)(3). Questions of law and fact common to Settlement Class Members predominate over any questions affecting only individual members, including whether Defendant's COBRA Notice sent by or on behalf of Starbucks from July 21, 2026, to January 1, 2023 complied with applicable statutory and regulatory requirements and whether statutory penalties are appropriate. In addition, a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Given the relatively modest potential recovery available to each individual and the costs and risks associated with continued litigation, individual actions would be impracticable. Certification for settlement purposes will conserve judicial resources and promote consistent resolution of the claims.

8. Luis A. Cabassa, Brandon J. Hill, and Amanda E. Heystek, from Wenzel Fenton Cabassa, P.A., along with Chad Justice of Justice Litigation Associates, PLLC, are hereby appointed as Class Counsel for the Settlement Class.

9. Named Plaintiff, Raphy Lubin, is hereby appointed Class Representative for the Settlement Class.

10. The Court finds on a preliminary basis that the terms of the proposed Settlement are fair, reasonable, and adequate. The Court further finds that the proposed Settlement is the result of arm's-length negotiations, and with the assistance of a class action mediator.

11. The Court therefore grants preliminary approval of the proposed Settlement.

12. The Court finds that the Notices of Settlement, as well as the procedures set forth in the Agreement for providing notice to the Settlement Class, satisfy the notice requirements of Rule 23, adequately advise Settlement Class Members of their rights under the Agreement, and meet the requirements of due process. The Notices of Settlement fairly, plainly, accurately, and reasonably provide Settlement Class Members with all required information, including (among other things): (1) a summary of the Action; (2) a clear definition of the Settlement Class; (3) a description of the material terms of the Settlement; (4) a disclosure of the release of claims; (5) instructions as to how to file a timely and valid claim, opt out, or object to the Settlement, and a date by which Settlement Class Members must do so; (6) the date, time, and location of the Final Approval Hearing; (7) contact information for the Settlement Administrator; (8) the website

address for the Settlement website and the toll-free telephone number that Settlement Class Members may call for further information; and (9) the separate amount that Class Counsel may seek in attorneys' fees and costs, along with the estimated costs of administration.

13. The proposed plan for sending the Short Form Notice by U.S. Mail to Settlement Class Members' last known mailing address is an appropriate method, reasonably designed to reach those individuals who would be bound by the Settlement. The Short Form Notice includes a claim form and also directs Settlement Class Members to the Settlement website, which will include the Long Form Notice and additional information to evaluate the Settlement. Accordingly, the Court approves the Notices of Settlement.

14. Any Settlement Class Member who wishes to object to the Settlement must file a timely written statement of objection with the Clerk of Court, and mail a copy of the objection to the Settlement Administrator (at the address provided in the Notices of Settlement), postmarked no later than 60 days after the Class Notice Date. The statement of objection must state the case name and number; specify the basis for the objection; state whether it applies only to the objector, to a specific subset of the class, or the entire class; provide the name, address, telephone number, and email address of the Settlement Class Member making the objection; and indicate whether the Settlement Class Member intends to appear at the Final

Approval Hearing, either with or without counsel. In addition, any statement of objection must be personally signed by the Settlement Class Member and, if represented by counsel, then also by counsel. Any Settlement Class Member who fails to timely object to the Settlement in the manner specified above shall be deemed to have waived any objections to the Settlement and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement.

15. Class Counsel's Motion for Attorneys' Fees and Costs must be filed at least fourteen (14) days prior to the objection deadline for Settlement Class Members.

16. The Final Approval Motion shall be filed no later than fourteen (14) days prior to the hearing on Final Approval Motion and Class Counsel shall address any timely submitted objections to the Settlement as of that date.

17. The below schedule shall govern the notice to the class members and other applicable deadlines, subject only to modification by further order of the Court for good cause shown.

Event	Deadline
Starbucks to provide the list of names and addresses of settlement class members to Settlement Administrator	[8 WEEKS FROM ORDER]
Settlement Administrator mails Notice and sets up Settlement Website ("Notice Date")	[]
Deadline for Motion for Attorneys' Fees and Costs	[]
Deadline for Filing Claim	[]

Deadline for Objections	[]
Deadline for Opt Outs (Exclusion Requests)	[]
Deadline for Motion for Final Approval	[]
Fairness Hearing	[]

18. The Court will conduct a Final Approval Hearing on [], 2026, at [a.m.] [p.m.], in Courtroom [], which is not less than 90 days from today, to determine whether the Settlement is fair, reasonable, and adequate and if final approval should be granted; whether any objections to the Settlement should be overruled; and whether Class Counsel's Motion for Attorneys' Fees and Costs should be granted. The Final Approval Hearing may be postponed to a later date or conducted via telephone or Zoom without further notice.

DONE and ORDERED this ____ day of _____, 2026.

Charlene Edwards Honeywell
United States District Judge

Copies to:
Counsel of Record

Exhibit B

SETTLEMENT AGREEMENT

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

RAPHYR LUBIN, *et al.*,

CASE NO.: 8:20-cv-01311-CEH-TGH

Plaintiff,

v.

STARBUCKS CORPORATION,

Defendant.

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Plaintiff, Raphyr Lubin (“Plaintiff”), individually and on behalf of the Settlement Class (defined below), and Defendant, Starbucks Corporation (“Starbucks”) (collectively, the “Parties”), enter into this Class Action Settlement Agreement and Release (“Agreement”) to resolve all claims in this action, subject to the approval of the Court.

I. Recitals.

1. Plaintiff initiated this action by filing a First Amended Class Action Complaint on July 21, 2020, alleging that Starbucks Corporation violated the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended by the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”). Plaintiff, on behalf of himself and a putative class, contend that Starbucks failed to provide a COBRA election notice that complies with the requirements of 29 U.S.C. § 1166 and 29 C.F.R. § 2590.606-4. Plaintiff seeks statutory penalties under

29 U.S.C. § 1132(c)(1) and 29 C.F.R. § 2575.502c-1, as well as injunctive relief requiring Starbucks to issue compliant notices.

2. Starbucks moved to dismiss the First Amended Class Action Complaint. In its motion, Starbucks disputed Plaintiffs' theory that the COBRA materials at issue were legally deficient. Starbucks further asserted that Plaintiff lacked Article III standing because the alleged informational injuries were insufficient as a matter of law. The motion also challenged Plaintiff's class allegations at the pleading stage, explaining the putative class cannot satisfy Rule 23 requirements—including adequacy, commonality, typicality, and predominance—because individualized issues would control any liability determination.

3. The Parties participated in full-day Court-ordered mediation conducted by mediator, Carlos Burreuzo, on August 8, 2025. While the Parties reached an *impasse*, through the continued assistance of the Mediator, the Parties subsequently reached an agreement. Additionally, the Parties mediated this matter on July 16, 2021, with Eleventh Circuit mediator Beth Greenfield. That first mediation also resulted in an *impasse*.

4. Plaintiff again amended the Complaint on October 17, 2025 (the "Complaint"). Defendant subsequently moved to dismiss the Complaint on October 31, 2025.

5. Subsequently, the Parties prepared and now enter into this Class Action Settlement Agreement and Release, which memorializes in full the terms of the Parties' amicable resolution of this case. The Parties were represented by

competent counsel at mediation and during all negotiations, which resulted in the execution of this Agreement.

6. Plaintiff's counsel, who have substantial experience representing class representatives and prosecuting class actions, have investigated the law and facts relating to the claims asserted in the Complaint. Based on their experience in representing class representatives and litigating class action cases, Plaintiff's counsel has concluded that this Settlement is fair and reasonable and in the best interests of the Settlement Class, as defined below. Plaintiff's counsel has given due consideration to the benefits of amicably resolving this case as described herein and the risks and delays associated with further litigation including, without limitation, the risk that Plaintiff's motion for class certification may be denied.

7. Starbucks expressly denies that it has engaged in any wrongdoing and denies that the COBRA notice at issue is deficient. By entering into this Agreement, Starbucks does not admit, nor concede any fault or liability in connection with any facts or claims that have been or could have been alleged against it in this action. Starbucks denies that it has any liability whatsoever to Plaintiff or any members of the Settlement Class. Starbucks has entered into this Agreement solely to purchase peace and in recognition of the substantial expense and burden of continued litigation, the substantial period of time required to arrive at a judicial resolution of the issues presented, and the concomitant inconvenience, distraction, and disruption to its business operations. Plaintiff stipulates that Starbucks's January

1, 2023 COBRA Notice resolves the alleged notice deficiencies alleged in this Action.

8. Subject to the approval of the Court, the Parties propose to settle this Action on the terms set forth this Agreement.

II. **Definitions.**

As used in this Agreement, capitalized terms and phrases not otherwise defined have the meanings provided below:

9. **Action or Lawsuit:** The above-captioned action, *Raphyr Lubin v. Starbucks Corporation*, Case No. 8:20-cv-01311-CEH-TGW, United States District Court, Middle District of Florida, Tampa Division.

10. **Agreement or Settlement or Settlement Agreement:** This Class Action Settlement Agreement and Release.

11. **Claim Form:** The document substantially in the form attached as Exhibit “B” to the Parties’ Joint Motion for Preliminary Approval, that will be mailed to Class Members’ last known address and must be signed and returned by U.S. mail, by the Response Date for the Class Member to receive his or her share of the Net Settlement Fund.

12. **Class Counsel:** Wenzel, Fenton, Cabassa, P.A. and Justice Litigation Associates, PLLC.

13. **Class Notice Date:** The date that Notices of Settlement are initially mailed to Settlement Class Members.

14. Class Period for Settlement Class:

All participants not subject to Starbucks' Arbitration Agreement, and all beneficiaries in the Defendant's Welfare Benefits Plan, including the Health Plan and Vision Plan, in the United States who were sent a COBRA notice between July 21, 2016, through January 1, 2023, as a result of a qualifying event, as determined by Defendant and/or its third party administrator and, who did not elect continuation coverage.

15. Class Representative or Plaintiff: Raphyr Lubin.

16. COBRA: The Consolidated Omnibus Budget Reconciliation Act of 1985, including all regulations promulgated and applicable case law thereunder.

17. COBRA Coverage: Continuing health and welfare insurance coverage provided under COBRA.

18. COBRA Notice: The notice regarding the right to elect COBRA Coverage provided by or on behalf of Starbucks to the Settlement Class (as defined below) in the form at issue in the Action.

19. Court: The U.S. District Court for the Middle District of Florida, Tampa Division.

20. Defendant or Starbucks: Defendant.

21. Effective Date: The first day after the first date on which all of the following have occurred: a) all Parties have executed this Agreement; b) the Court has preliminarily approved this Agreement; c) reasonable notice has been given to the Settlement Class Members, including providing them an opportunity to opt out, or object to the Settlement; d) the Court has held a final approval hearing, entered a final

Order approving the Agreement, and awarded Class Counsel its reasonable attorneys' fees and costs; and, e) if there are written objections filed before the Final Approval Hearing and those objections are not withdrawn or overruled, the last of the following events to occur:

First, if no appeal of the Final Approval Order is filed by a timely objector, then the date on which objector's time to appeal the Final Approval Order has expired with no appeal;

Second, if an appeal of the Final Approval Order is filed by a timely objector, then after the Final Approval Order is affirmed by the appellate court, the date on which all applicable deadlines for filing any motions for rehearing or further appeal have expired without any such motion or further notice of appeal having been filed or any such motion for further appeal has been resolved with no possibility of subsequent appeal.

Finally, if no objector timely objects, the Effective Date will be the date that is 10 days after entry of the Final Approval Order provided that date is not a Saturday, Sunday or federal holiday in which event the Effective Date will be the next business day.

22. **Final Approval Hearing**: The hearing to be conducted by the Court, following the Court's preliminary approval of this Settlement, dissemination of the Notice of Settlement to the Settlement Class distributed by the Settlement

Administrator, and required notices under the Class Action Fairness Act (“CAFA”) distributed by the Settlement Administrator, at which time the Parties will jointly request the Court to finally approve the fairness, reasonableness and adequacy of the terms of this Settlement and to enter a Final Approval Order. Defendant's counsel will take the lead on preparing a draft of the Final Approval Motion and will coordinate finalizing the motion with input from all Parties, including the Released Parties as defined herein.

23. Final Approval Motion: The Parties' joint motion seeking final approval of this Settlement. The Final Approval Motion will be filed at least 14 days prior to the objection deadline unless ordered otherwise by the Court.

24. Final Approval Order: The Court's order granting final approval of this Settlement on the terms provided herein, or as the same may be modified by subsequent written mutual agreement of the Parties.

25. Gross Settlement: The total amount that the Settlement Fund Payor (as defined below) shall pay in settlement of this Action pursuant to Paragraph 37 of this Agreement. No funds shall revert to Starbucks. The Gross Settlement of \$325,000.00 is separate from and in addition to any Court-approved award of Attorneys' Fees and Costs.

26. Net Settlement Proceeds: The Gross Settlement less only Court-approved settlement administration costs. Attorneys' Fees and Costs shall be paid separately by Defendant and shall not be deducted from the Gross Settlement. .

27. Notice of Settlement: The Notice of Class Action Settlement approved by the Court in its Preliminary Approval Order, which shall be sent to the Settlement Class Members by U.S. Mail.

28. Parties: Plaintiff on behalf of himself and as Class Representative and Defendant, Starbucks.

29. Preliminary Approval Motion: The Parties' joint motion seeking preliminary approval of this Settlement. Starbucks's counsel will take the lead on preparing a draft of the Preliminary Approval Motion and will coordinate finalizing the motion with input from all Parties, including the Released Parties as defined herein.

30. Preliminary Approval Order: The Court's order preliminarily approving this Settlement. Starbucks's counsel will take the lead on preparing a draft of the Preliminary Approval Order and will coordinate finalizing the order with input from all Parties, including the Released Parties as defined herein. The Parties intend to submit the Preliminary Approval Order to the Court contemporaneously with the Parties' joint motion for preliminary approval.

31. Released Parties: Starbucks and its third-party COBRA administrator and COBRA notice providers for the relevant time period of the release, including but not limited to Alight Solutions, and each of their affiliates, parent companies, subsidiaries, predecessors, successors, corporate family members, officers, directors, partners, employees, attorneys, agents, insurers,

shareholders, representatives, trustees, principals, and assigns.

32. Response Deadline: Members of the Settlement Class shall have sixty (60) days after the date Settlement Administrator mails the Notice to Settlement Class Members, by which Response Deadline the members of the Settlement Class must postmark written notice of their intent to opt-out of the settlement and/or written notice of objection to the preliminarily approved settlement, as applicable. Members of the Settlement Class shall have sixty (60) days to submit a claim.

33. Settlement Class: The Parties agree that Starbucks's January 1, 2023, COBRA Notice resolves the alleged notice deficiencies alleged in this Action. The class certified pursuant to Fed. R. Civ. P. 23 for settlement purposes only, consisting of approximately 33,800 members, is defined as follows: "All participants not subject to Starbucks' arbitration agreement, and all beneficiaries in the Defendant's Welfare Benefits Plan, including the Health Plan and Vision Plan, in the United States who were sent a COBRA notice between July 21, 2016, through January 1, 2023, as a result of a qualifying event, as determined by Defendant and/or its third party administrator and, who did not elect continuation coverage."

34. Settlement Class Members: Any individual who is a member of the Settlement Class. A list of the names of each Settlement Class Member and the address to which a COBRA Notice was sent shall be provided by Starbucks, or on behalf of Starbucks by Alight Solutions, or the applicable third-party COBRA administrator, to the Settlement Administrator within

eight weeks after issuance of the Preliminary Approval Order. Before such a list is provided, the Settlement Administrator shall sign an Acknowledgement of the Confidentiality Stipulation to be provided by Defendant's counsel within 14 days after the filing of the Parties' Joint Motion for Preliminary Approval. The Settlement Administrator shall destroy this list of names and addresses and any copies thereof within ninety (90) days after the deadline for cashing settlement checks expires.

35. Settlement Account: The account that is established by the Settlement Administrator for purposes of administering monetary relief under this Agreement.

36. Settlement Administrator: American Legal Claims Services, LLC a third-party settlement administrator selected and retained by the Parties for purposes of administering the Settlement and mailing the Notice of Settlement and Settlement Payments to Settlement Class Members. The Parties estimate the cost of the settlement administrator will be \$75,000, or less. No additional amounts will be paid by Starbucks if the costs of the settlement administrator exceeds \$75,000.

37. Settlement Fund Payor: Starbucks.

38. Settlement Payment: The individualized distribution from the Net Settlement Proceeds that will be made in the first distribution from the Settlement fund to the Settlement Class Members who do not timely and validly opt out of the Settlement. Settlement Payments will be distributed to each Settlement Class Member who timely submits a proper Claim Form in compliance with all terms

and conditions of this Settlement Agreement. The Settlement Payment shall be determined by dividing the amount in the Net Settlement Fund by the number of the Settlement Class Members that have filed a Claim Form. For example, if the Net Settlement Fund is \$50,000 and 200 Settlement Class Members timely submit claims, the individualized Settlement Payment shall be \$250.00.

III. Monetary Benefits to the Settlement Class.

39. Settlement Account. Within ten (10) days of the Effective Date, the Settlement Administrator shall establish a Settlement Account for purposes of administering monetary relief under this Agreement, and shall provide Class Counsel and Starbucks's counsel with any information relating to the Settlement Account that is reasonably necessary for the Settlement Fund Payor to fund the Settlement Account in accordance with this agreement, including but not limited to a properly executed Form W-9.

40. Funding of Settlement Account. After close of the Effective Date and upon receipt from the Settlement Administrator written confirmation that the claims Response Deadline has concluded, including a final accounting of identifying the number of valid and timely submitted Claim Forms and the Settlement Class Members entitled to receive payment, Defendant shall, within twenty (20) business days of such confirmation deposit a sum total of Three Hundred Twenty Five Thousand Dollars and No Cents (\$325,000.00) into the Settlement Account, which sum may be paid in one or more deposits to the Gross Settlement Account and which shall establish the Gross Settlement and be used

by the Settlement Administrator to pay Settlement Class Members and expenses of settlement administration. Payment of this sum shall be the sole, total and only payment obligation Starbucks or any Settlement Fund Payor has in settlement of this Action to the Class Members. No funds shall revert to Starbucks.

41. Settlement Payments. The Net Settlement Proceeds, *i.e.*, the amount remaining in the Settlement Account after deduction of any and all amounts approved by the Court for expenses of settlement administration shall be distributed to Settlement Class Members on a pro rata basis in the form of individual settlement checks after submission of a timely signed Claim Form (as described below). Each Class Member, who timely submits a signed Claim Form, will receive an equal pro rata portion of the Net Settlement Proceeds.

42. Manner of Distribution. The Settlement Administrator shall send the Settlement Payments to Settlement Class Members by U.S. Mail within thirty (30) days after the Settlement Fund Payor has funded the Settlement Account. For purposes of this mailing, the Settlement Administrator shall use the address information that Starbucks provides for each Settlement Class Member in accordance with this Agreement, subject to appropriate updating of addresses by cross-referencing the National Change of Address Database. If any Settlement Payment is returned by the U.S. Postal Service with a forwarding address before the check's expiration date, the Settlement Administrator will promptly re-mail the check to the forwarding address. If the Settlement Payment is returned without a forwarding address, the Settlement Administrator or Class Counsel shall make reasonable efforts

to obtain a current address for the pertinent Settlement Class Member, and the Settlement Administrator shall re-mail the check if a current address is obtained before the check's expiration date.

43. Deadline for Cashing Checks. Each Settlement Class Member shall have sixty (60) days from the date which appears on the face of check issued to him/her to negotiate his/her settlement check. If any funds remain in the Settlement Account after the 60-day deadline for Settlement Class Members to negotiate their settlement checks as a result of uncashed or undeliverable checks, the Settlement Administrator shall retain such funds in the Settlement Account for a period of ten (10) business days to allow for the processing and payment of any checks that may still be in the bank's check clearing process. Thereafter, the Settlement Administrator shall close out the Settlement Account by issuing a check for any remaining balance as a *cy pres* award to be paid to Bay Area Legal Services, Inc. within five business days, subject to Court approval. The Settlement is non-reversionary. No portion of the Gross Settlement shall revert to Defendant.

44. Payments Not Considered Wages. The Parties agree that the Settlement Payments are not wages and shall not be treated as such by Starbucks or the Settlement Fund Payor for tax purposes. The Settlement Administrator shall arrange for the preparation and filing of any tax reports, forms, and returns required to be filed, prepared or disseminated by the Settlement Account, and will send Class Counsel copies of any such filings and receipts of payment in a timely manner. Neither the Parties, the Settlement Fund Payor, nor their respective counsel shall have any liability

or responsibility of any sort for filing any tax returns or paying any taxes with respect to the Settlement Account.

IV. Attorneys' Fees and Expenses; Costs of Administration.

45. Unopposed Motion for Attorneys' Fees and Expenses. At least fourteen (14) days prior to the objection deadline, Plaintiff will seek an order from the Court awarding Class Counsel their reasonable attorneys' fees and out-of-pocket expenses incurred in this Action in the sum total of Four Hundred and Fifty Thousand Dollars and Zero Cents (\$450,000). The Parties agree this amount was negotiated separately and that Defendant will not oppose the amount sought nor the Motion.

46. Payment of Approved Attorneys' Fees and Expenses. Within ten (10) business days of the Court's Order granting Plaintiff's Motion for Attorney's Fees, Starbucks shall pay the awarded attorneys' fees and expenses to Class Counsel, pursuant to the terms of the Court order granting such award, by wire transfer or check and as directed by Class Counsel to the trust account of Wenzel Fenton Cabassa, P.A.

47. Cost of Administration. The Parties agree that all costs of administration shall be paid out of the Gross Settlement and not by Starbucks. Plaintiff and Plaintiff's counsel will not be responsible for any costs related to the notice process for any reason, this includes any errors in the notice, remailing costs, or anything else related to the dissemination of notice or other costs of administration; however, such costs shall be paid from the Gross Settlement.

48. Other Expenses Borne by the Parties. Subject to Paragraphs 44, 45 and 46 above, each Party shall otherwise bear his/its own attorneys' fees and expenses.

V. Release of Claims

49. Plaintiff and Class Release. On the Effective Date, and in consideration of the benefits provided under this Agreement—the sufficiency of which the Court has determined and the Parties acknowledge—Plaintiff and all Settlement Class Members, including those who did not submit a Claim Form but are included in the Settlement Class and those who submitted a Claim Form, and those who did not opt out of the class settlement pursuant to the procedures in this Agreement shall fully and forever release, waive, acquit, and discharge Starbucks and all Released Parties from any and all claims arising out of or relating to the facts alleged in the Complaint in the Action. This release includes, without limitation, all claims relating to the COBRA Notice provided by or on behalf of Starbucks or the Released Parties, whether such claims were asserted or could have been asserted in the Action, and any associated claims for attorneys’ fees, costs, or expenses. The release applies to claims arising under ERISA’s sections related to COBRA, any other federal, state, or foreign law relating to COBRA, any common-law doctrine relating to COBRA, and any rule or regulation relating to COBRA, or any other theory that could have been raised in this Action related to the COBRA notice. For the avoidance of doubt, this release does not apply to individuals who meet the Class Definition but who timely and effectively opted out of the Settlement Class; the claims of those individuals are expressly excluded from, and not deemed released by, this Agreement.

VI. Notice and Right to Opt Out or Object.

50. Notice to Settlement Class Members. The Settlement Administrator shall

utilize the Court-approved short and long form of the Notice of Settlement, which forms will be the only ones utilized by the Administrator. The Settlement Administrator shall also provide the proposed form of the long form of notice that will be posted on the Settlement Administrator's website along with a list of other pertinent documents which will be available to Settlement Class Members on the Settlement Administrator's website. Moreover, within ten (10) business days after the Settlement Administrator receives a list of the names of each Settlement Class Member and the address to which a COBRA Notice was sent, the Settlement Administrator will send the Short Form Notice of Settlement to all Settlement Class Members via first-class U.S. Mail, postage prepaid in the approved form of envelope, if applicable. The Settlement Administrator shall also make the Long Form of notice available on its website at the time when the Notice of Settlement is mailed to the Settlement Class Members.

51. Manner of Distributing Notice. For purposes of distributing the Short Form Notice of Settlement, the Settlement Administrator shall use the address information that Starbucks provides for each Settlement Class Member in accordance with this Agreement, subject to appropriate updating by the Settlement Administrator or Class Counsel of addresses by cross-referencing the National Change of Address Database. If any Notice of Settlement is returned by the U.S. Postal Service with a forwarding address, the Settlement Administrator will promptly re-mail the Notice to the forwarding address provided. If the Notice of Settlement is returned without a forwarding address, the Settlement Administrator

or Class Counsel shall make reasonable efforts to obtain a valid address for the pertinent Settlement Class Member, and mail the Notice to the updated address.

52. Settlement Telephone Number and Talking Points. Effective on the Class Notice Date, and through the expiration of the period for cashing checks, the Settlement Administrator shall establish a toll-free telephone number with an interactive voice response (“IVR”) system that Settlement Class Members may call to obtain further information about the Settlement. The Settlement Administrator shall only discuss the talking points mutually agreed to by the Parties and the Settlement Fund Payor with the Settlement Class Members.

53. Settlement Website. Effective on the Class Notice Date, or as soon as thereafter practicable, and through the expiration of the period for cashing checks, the Settlement Administrator shall establish an active website from which Settlement Class Members can download relevant forms such as the Complaint, the Notice of Settlement, the Settlement Agreement, and ECF-filed (*i.e.*, publicly-available) copies of the pleadings in support of approval of the Settlement, Plaintiff’s motion for attorneys’ fees and expenses and papers reflecting costs of administration, and the long form of notice.

54. Claims Form Procedures. To receive a portion of the Net Settlement fund, all members of the Settlement Class must submit a timely Claim Form by the Response Deadline. Claim forms may be submitted by U.S. Mail. The date of the postmark on the return mailing envelope or applicable timestamp will be the exclusive means to determine whether a Claim Form has been timely submitted.

However, it is not the intention of the Parties to exclude Class members from participating in the Settlement for technical reasons that do not interfere with the orderly administration of the Settlement. Therefore, the Settlement Administrator will compile a list of claims rejected for failure to cure an unsigned Claim Form.

If the Settlement Class Member's Claim Form or Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter ("Cure Letter") within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Claim Form or Request for Exclusion valid. The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, to submit by mail a revised Claim Form or Request for Exclusion. If a Class Member responds to the Cure Letter by filing a defective claim, then the Claims Administrator will have no further obligation to give notice of a need to cure. If the revised Claim Form is not postmarked within the later of (a) Response Deadline or (b) fifteen calendar days from the date of the cure letter, it will be deemed untimely.

55. Right to Opt Out. Settlement Class Members who wish to exclude themselves from the Settlement must submit a written statement requesting exclusion from the Settlement ("opt-out request"), postmarked no later than the Deadline to Opt Out or Object. Such opt-out request must state the case name and

number, contain the name, address, telephone number, and email address of the Settlement Class Member requesting exclusion, and be personally signed by that Settlement Class Member. The opt-out request must be sent by U.S. Mail to the Settlement Administrator (at the address provided in the Notice of Settlement) and must be timely postmarked on or before the Deadline to Opt Out or Object. The Settlement Administrator shall provide the Parties' Counsel (as specified below) with copies of all opt-out requests within five (5) business days after the Deadline to Opt Out or Object. Any Settlement Class Member who timely requests exclusion from the Settlement will not be entitled to any Settlement Payment and will not be bound by this Settlement or have any right to object, appeal or comment thereon. No opt-out request may be made on behalf of a group of Settlement Class Members.

56. Objections. Any Settlement Class Member who wishes to object to the Settlement must file a timely written statement of objection with the Clerk of Court, and mail a copy of that objection with the requisite postmark to the Settlement Administrator (at the address provided in the Notice of Settlement) no later than the Deadline to Opt Out or Object. The Settlement Administrator shall provide the Parties' Counsel (as specified below) with copies of all objections within five (5) business days after the Deadline to Opt Out or Object. The statement of objection must state the case name and number; specify the basis for the objection; provide the name, address, telephone number, and email address of the Settlement Class Member making the objection; and indicate whether the Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel. In addition, any statement of

objection must be personally signed by the Settlement Class Member and, if represented by counsel, then also by counsel. Any Settlement Class Member who fails to timely object to the Settlement in the manner specified above shall be deemed to have waived any objections to the Settlement and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement.

VII. Settlement Approval.

57. Preliminary Approval Motion. As soon as practicable after the Parties execute this Agreement, Starbucks's counsel will take the lead on preparing a draft of the Preliminary Approval Motion and will coordinate finalizing the motion with input from all Parties. The Parties agree to collaborate in good faith in the preparation and finalization of the Preliminary Approval Motion. The Preliminary Approval Motion will request that the Court (a) enter an agreed-upon Preliminary Approval Order; (b) certify the Settlement Class for Settlement purposes; (c) appoint Plaintiff as the named Class Representative and Plaintiff's counsel as Class Counsel for Settlement purposes; (d) authorize distribution of the Notice of Settlement to the Settlement Class; (e) set a Deadline to Opt Out or Object; and (f) set a date for a Final Approval Hearing, not to occur until at least ninety (90) days after the Court's Preliminary Approval Order. The Parties agree to file the Preliminary Approval Motion upon approval by all Parties and Released Parties on the form and content of the motion.

58. CAFA Notices. The Settlement Administrator shall submit the notices required under the Class Action Fairness Act, 28 U.S.C. § 1715, to the applicable state and federal officials within ten (10) days of the filing of the Preliminary Approval Motion.

59. Final Approval Motion. At least fourteen (14) days before the objection deadline, or on the date set by the Court (if different), the Parties shall file a Final Approval Motion. Starbucks's counsel shall take the lead on preparing a draft of the Final Approval Motion and Final Approval Order and will coordinate finalizing the motion and order with input from all Parties. The Parties agree to collaborate in good faith in the preparation and finalization of the Final Approval Motion and Final Approval Order. Prior to finalizing the Final Approval Motion, the Settlement Administrator shall provide Class Counsel and Starbucks's Counsel with a report listing the names and addresses of all Settlement Class Members to whom the Settlement Administrator mailed a Notice of Settlement, and indicating which Settlement Class Members submitted a timely opt out request, if any, and which Settlement Class Members submitted a timely objection, if any (as well as copies of any such opt-outs or objections).

60. Class Certification for Settlement Purposes Only. The Parties' Settlement is contingent upon the Court's certification of the Settlement Class for settlement purposes. Starbucks and the Released Parties do not contest certification of the Settlement Class for settlement purposes, but reserve the right to contest class certification if the Settlement Class is not certified or the Settlement

is not approved. Additionally, for purposes of settlement only, Defendant does not contest Plaintiff's standing or the standing of the Settlement Class Members.

61. Right to Terminate Settlement. The Parties shall each have the right to unilaterally terminate this Agreement by providing written notice of their election to do so within ten (10) business days after: (a) the Court's refusal to certify the Settlement Class as defined herein after the Parties have attempted to re-submit the Preliminary Approval Motion at least one time addressing any issues raised by the Court as to the first Preliminary Approval Motion and/or Settlement Agreement (or if the Preliminary Approval Order agreed to by the Parties is materially modified in a manner unacceptable to either Party); (b) the Court's refusal to grant preliminary approval of the Settlement after the Parties have attempted to re-submit the Preliminary Approval Motion at least one time addressing any issues raised by the Court as to the first Preliminary Approval Motion and/or Settlement Agreement (or if the Preliminary Approval Order agreed to by the Parties is materially modified in a manner unacceptable to either Party); (c) the Court's refusal to grant final approval of the Settlement (or if the Final Approval Order agreed to by the Parties is materially modified in a manner unacceptable to either Party) after the Parties have attempted to re-submit the Final Approval Motion at least one time addressing any issues raised by the Court as to the first Final Approval Motion; or (d) only if any objection(s) are timely made, and, as a result of said objection, the date upon which the Final Approval Order is reversed, or if the Final Order is materially modified in a manner unacceptable to either Party by the U.S. Court of Appeals for the Eleventh

Circuit or the U.S. Supreme Court. If there are no objections, Paragraph 60(d) is inapplicable. The above notwithstanding, the Parties agree that should any of the conditions set forth in Paragraph 61 occur, the Parties will, within the above-indicated period, meet and confer in a good-faith attempt to reach agreement on a settlement of this Action.

62. Termination of Settlement. If the Settlement is terminated pursuant to Paragraph 61 of this Agreement, the Parties will return to the *status quo*, and the Action shall proceed as if this Settlement had never been negotiated. In particular, it is agreed by the Parties that:

- (a) the Settlement proposed herein shall be of no further force and effect;
- (b) the agreements and definitions in this Settlement Agreement concerning the certification of the Settlement Class will not be used as evidence or argument to support class certification or the definition of any class in any further litigation, and Starbucks will retain all rights to oppose the certification of any class in any further litigation; and with the exception of Paragraph 64, which shall survive the termination of the Settlement, this Settlement Agreement and all negotiations, proceedings and statements relating thereto, and any amendment thereof, shall be null and void and shall be without prejudice to the Parties or the Released Parties, and each Party and Released Party shall

be restored to his, her or its respective position as it existed prior to the execution of this Settlement Agreement.

63. Settlement Modification. The Parties may agree by written stipulation of counsel to reasonable modifications of the timetables set forth in this Agreement or to modifications of the exhibits to this Agreement to effectuate the purpose of this Agreement or to conform to guidance from the Court, without the need to formally amend this Agreement.

64. Dismissal with Prejudice: Within five (5) days after the Effective Date, Plaintiff and Starbucks agree that they will jointly stipulate to the dismissal with prejudice of the Litigation. Plaintiff and Starbucks agree they will request that the Court retain jurisdiction to enforce the Settlement Agreement.

VIII. Other Provisions.

65. No Press Release or Publicity. The Parties agree that they will not issue any press release(s) or other public statement(s) regarding the fact of or discussing the terms set forth in this Settlement Agreement (or the Term Sheet). The Parties agree that any communications regarding the distribution of the Gross Settlement shall be approved in advance by Starbucks and relevant Released Parties.

66. Mediation; Dispute Resolution. In the event that the Parties disagree upon the terms of this Settlement Agreement or as to any matter concerning the administration of this Class Action Settlement, the Parties and the relevant Released Parties agree to use their best efforts to amicably resolve the dispute and to participate

in mediation before an agreed upon mediator prior to seeking relief from the Court.

67. No Admission of Liability. The provisions contained in this Settlement Agreement and all negotiations, statements and proceedings in connection therewith shall not be deemed a presumption, a concession or an admission by Starbucks or the Released Parties of any fault, liability or wrongdoing as to any fact or claim alleged or asserted in the Action or any other actions or proceedings and shall not be interpreted, construed, deemed, invoked, offered or received in evidence or otherwise used by any person in this Action or any other actions or proceedings, whether civil, criminal or administrative, except in a proceeding to enforce the terms or conditions of this Settlement Agreement. Starbucks and the Released Parties have denied and continue to deny each and every claim alleged in the Action. Accordingly, neither this Settlement Agreement, the settlement itself, any act performed nor document executed pursuant to or in furtherance of this Settlement Agreement or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or invalidity of any claim alleged in the Action, or of any wrongdoing or liability or lack thereof by Starbucks or the Released Parties; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission or lack thereof of any of Starbucks or the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. It is agreed that Starbucks and the Released Parties may offer or introduce as evidence, or file with a court, administrative agency, or other tribunal, the Settlement Agreement or the

Final Approval Order, as entered, with respect to any claims or actions that may be brought against them in order to support a defense based on principles of res judicata, collateral estoppel, claim or issue preclusion, release, good-faith settlement, judgment bar or reduction or any other similar defense. The Parties and their counsel, and each of them, further agree, to the extent permitted by law, that all agreements made relating to the confidentiality of information exchanged in the Action shall survive and be unaffected by this Settlement Agreement.

68. No Waiver. A Party's failure to exercise any rights under this Agreement shall not constitute waiver of that party's right to exercise those rights later. No delay by any Party in exercising any power or right under this Agreement will operate as a waiver of that power or right, nor will any partial exercise of any power or right under this Agreement preclude other or further exercises of that or any other power or right. The waiver by one Party of any breach of this Agreement will not be deemed to be a waiver of any prior or subsequent breach.

69. Authority. The signatories below represent that they are fully authorized to enter into this Agreement. All class members who do not opt out are bound by the signature of the Plaintiff as to any settlement and/or judgment.

70. Best Reasonable Efforts and Mutual Full Cooperation. The Parties agree to fully cooperate with one another to accomplish the terms of this Agreement, including, but not limited to, executing such documents and taking such other actions as may be reasonably necessary to implement the terms of this Settlement. The Parties will use their best reasonable efforts, including all efforts contemplated by this

Agreement and any other efforts that may become necessary as ordered by the Court, or otherwise, to effectuate this Agreement and to secure the Court's approval of the Settlement.

71. Communications with Settlement Class Members. The Parties and their respective counsel shall not discourage any Settlement Class Member from participating in this Settlement or lobby or encourage any Settlement Class Member to opt out of the Settlement or object to the Settlement.

72. Binding Effect on Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

73. Construction. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, arms'-length negotiations between the Parties, and that this Agreement will not be construed in favor of or against any party by reason of the extent to which any party or party's counsel participated in the drafting of this Agreement.

74. Entire Agreement. This Settlement Agreement and the attached Exhibits, incorporated herein by reference, constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, communications, and agreements between the Parties, and may not be amended, or any of their provisions waived, except by a writing executed by all Parties hereto. The Parties: (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree to cooperate to the extent reasonably

necessary to effectuate and implement all terms and conditions of the Settlement Agreement and to exercise their commercially reasonable best efforts to accomplish the foregoing terms and conditions of the Settlement Agreement. The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them, relating to or arising out of, the subject matter of the Action. Accordingly, the Parties agree that the terms of the Settlement Agreement represent a good-faith settlement, reached voluntarily based upon adequate information and after consultation with experienced counsel. The Parties also agree Plaintiff's attorneys' fees and costs were not discussed until all other terms were reached.

75. Governing Law. This Settlement Agreement shall be governed by the laws of the State of Florida without giving effect to the conflict of laws or choice of law provisions thereof, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

76. Venue. The Parties hereby agree that any action brought upon the enforcement of this Agreement shall be commenced or filed in the United States District Court for the Middle District of Florida, Tampa Division.

77. Extensions. The Parties may agree, in writing, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of this Settlement Agreement.

78. Effect of Captions and Headings. Paragraph titles, captions, or headings in this Agreement are inserted as a matter of convenience and for

reference purposes only, and in no way define, limit, extend, or describe the scope of this Agreement or any provision in it. Each term of this Agreement is contractual and is not merely a recital.

79. Notices. Unless otherwise specifically provided in this Agreement, any notices or communications to the Parties relating to this Settlement should be sent to their respective counsel in writing, and will be deemed to have been duly given as of the third business day after mailing by U.S. registered or certified mail, return receipt requested or as of the date of delivery confirmation by Federal Express, United Parcel Service or equivalent express carrier, as follows:

Plaintiff's Counsel:

Luis A. Cabassa, Esq.
Brandon J. Hill, Esq.
Wenzel Fenton Cabassa, P.A.
1110 N. Florida Ave., Suite 300
Tampa, FL 33602

Chad Justice
Justice Litigation Associates PLLC
1205 N Franklin Street, Suite 326
Tampa, FL 33602

Defendant's Counsel:

Sherril Colombo, Esq.
Littler Mendelson, P.C.
Wells Fargo Center
333 SE 2nd Avenue, Suite 2700
Miami, FL 33131

Stefanie Mederos, Esq.
Littler Mendelson, P.C.
Wells Fargo Center
333 SE 2nd Avenue, Suite 2700

Miami, FL 33131

Lauren C. Robertson, Esq.
Littler Mendelson, P.C.
111 N. Orange Avenue, Suite 1750
Orlando, FL 32801

80. Counterparts. This Agreement may be executed in one or more counterparts. All executed copies of this Agreement and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

81. Class Signatories. The Parties agree that because the Settlement Class Members are so numerous, it is impossible and impracticable to have each Settlement Class Member execute this Agreement. Therefore, the Notice will advise all Settlement Class Members of the binding nature of the release and will have the same force and effect as if executed by each Class Member. Plaintiff Raphyr Lubin will sign on behalf of the proposed Class.

82. No Assignment. Plaintiff represents and warrants that he has not assigned, transferred, or otherwise disposed of the claims released herein.

83. Non-Disparagement. The Parties and their counsel shall make no statements to the press, issue no press release, nor make any other public statements describing this Settlement that disparage any Party and/or accuse any Party of wrongdoing.

84. Authority of Court. The administration and implementation of the

Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Release contained in the Agreement. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

85. No Additional Obligations. There are no additional obligations on the Settlement Fund Payor to provide any consideration or information other than the obligations contained in this Settlement Agreement, the exhibits expressly incorporated therein, and any other written, executed agreement concerning the settlement of this Lawsuit.

IX. Execution. The undersigned, being duly authorized, have caused this Settlement Agreement to be executed on the dates shown below and agree that it shall take effect on Effective Date, as defined in this Agreement, and provided that it has been executed by all Parties.

05 / 06 / 2026

DATE

raphyr lubin

RAPHYR LUBIN

May 5, 2026

DATE

Signed by:
Menditha Nappi

STARBUCKS CORPORATION

Exhibit C

PROPOSED SHORT FORM NOTICE AND CLAIM FORM

outside top/front

**COURT ORDERED
NOTICE**

Lubin v. Starbucks Corp.

Class Action Notice

A settlement has been reached in a class action lawsuit pending in the United States District Court for the Middle District of Florida. In this lawsuit, Plaintiff Raphyr Lubin alleges that Defendant Starbucks Corporation provided a COBRA Notice that violated the notice requirements of COBRA. Defendant denies the allegations and maintains that the COBRA Notice complied with all applicable laws. The Settlement Fund available to the class is \$325,000. You have been identified as one of the estimated 33,800 potential Class Members. The amount of your Settlement Check will be determined by dividing the Settlement Fund, less administrative costs (estimated at \$75,000), by the number of Class Members that timely return valid claim forms. Based on an estimated 10% to 25% claims rate, you would likely receive between \$30.00 and \$74.00. Depending on the claims rate, it could be less or more. To receive a payment, you must complete and submit a valid Claim Form by ☐ at the address on this postcard.

Lubin v. Starbucks Corp.
c/o Settlement Administrator
P.O. Box XX
Jacksonville, FL 32241-3459

PRSRT FIRST CLASS
U.S. POSTAGE
PAID
MAILED FROM
ZIP CODE 32216
PERMIT NO 584

ΚΕΨΛΙΝΕ

Postal Service: Please do not mark
barcode <<noticeid>> – <<keyline>>

«fname» «lname»
«addrline1» «addrline2»
«addrline3»
«city» «state» «zip»
«country»

fold

fold

Class Action Settlement Claim Form

***Lubin v. Starbucks Corp.* M.D. Fla. Case No.: 8:20-cv-01311-CEH-TGW**

To receive payment, you **MUST** submit this completed postcard POSTMARKED NO LATER THAN **[claim deadline]**. If you do nothing, you will receive nothing.

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

I understand that, unless I affirmatively opt out of this class settlement, I am releasing Defendant and each of the Released Parties from any and all claims arising out of or that could arise out of the COBRA Notice sent to each Settlement Class Member at issue in Plaintiffs' Class Action Complaint. I want to receive a pro rata portion of the settlement fund designated for Class Members.

Signature: _____ Date: _____

Administrator Use Only – Do Not Write Below This Line

628

NID: «noticeid»
v1.0

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inside front

Am I a Settlement Class Member? Defendant's records indicate you may be a member of the Settlement Class, which is defined as: "All participants not subject to Starbucks' Arbitration Agreement, and all beneficiaries in the Defendant's Welfare Benefits Plan, including the Health Plan and Vision Plan, in the United States who were sent a COBRA notice between July 21, 2016, through January 1, 2023, as a result of a qualifying event, as determined by Defendant and/or its third party administrator and, who did not elect continuation coverage."

What Will the Settlement Mean for Me? If the Court approves the settlement, you will receive a pro rata payment as outlined above.

What Do I Need to Do to Receive a Payment? To receive a settlement payment, you need to return the attached claim form postmarked no later than [claim deadline]. The form should be returned to *Lubin v. Starbucks Corp.*, c/o Settlement Administrator, PO Box XX, Jacksonville, FL 32241-3459 (by US Mail).

Who Represents Me? The Court appointed lawyers Luis A. Cabassa, Amanda E. Heystek, and Brandon J. Hill of Wenzel Fenton Cabassa, P.A., and Chad Justice of Justice Litigation Associates, PLLC, to represent the Settlement Class. As Class Counsel, they will seek to be paid legal fees and costs of \$450,000, subject to Court approval. This amount will not impact the Class Members' recovery. You may hire and pay for a lawyer at your own expense if you do not wish to be represented by Class Counsel.

What If I Don't Like the Settlement? You may exclude yourself from participating in the Settlement or object to its terms. To exclude yourself ("opt out") and keep any rights you may have against Defendant concerning the claims at issue in this lawsuit, you must specifically state in writing that you want to opt out of the Settlement; state the case name and number (*Lubin v. Starbucks Corp.*, 8:20-cv-01311-CEH-TGH); include your name, address, telephone number, and email address; sign and date it, and send your written notice to the Settlement Administrator by [opt-out deadline]. If you do not opt out of the Settlement, you may object to the terms of the proposed Settlement by filing a written objection with the Court by [objection deadline]. Objections may not be made through the settlement website and must be mailed in accordance with the procedure set forth herein and in the Settlement Agreement.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing on [hearing date], at the [courthouse and address], at [hearing time]. The Court may hold the hearing by phone or via Zoom without additional notice.

How Do I Get More Information? For more information, contact the Settlement Administrator by mail at *Lubin v. Starbucks Corp.*, c/o Settlement Administrator: American Legal Claims Services, LLC, P.O. Box XX, Jacksonville, FL 32241-3459, by

Your Personal Notice ID: «noticeid»
Your Confidential PIN: «pin»

Please use this section to update your address

<<noticeid>>

<<keyline>>

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PLACE
STAMP
HERE

Lubin v. Starbucks Corporation
c/o Settlement Administrator
PO Box XX
Jacksonville, FL 32241-3459
(888) XXX-XXXX

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Exhibit D

PROPOSED LONG FORM NOTICE FOR WEBSITE

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

RAPHYR LUBIN, *et al.*,

CASE NO.: 8:20-cv-01311-CEH-TGW

Plaintiff,

v.

STARBUCKS CORPORATION,

Defendant.

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING

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

This **Notice of Proposed Class Action Settlement and Hearing** provides important information regarding your right to participate in or to opt out of a proposed settlement in a putative class action lawsuit (referred to in this notice as the “Settlement”). Named Plaintiff, Raphyr Lubin (“Plaintiff”), filed a lawsuit against Starbucks Corporation (“Defendant”) in the U.S. District Court, Middle District of Florida, Tampa Division. Plaintiff and Defendant are referred to in this notice together as the “Parties.”

Plaintiff alleges in his lawsuit that Defendant provided him and other putative class members with a COBRA Notice that violated the notice requirements of COBRA. Defendant denies the allegations and maintains that the COBRA Notice complied with all applicable laws, but Defendant has agreed to the settlement to avoid the uncertainties and expenses of continuing the case. The judge has not made any determination about who is right or wrong in the case. A summary of the claims asserted in the lawsuit and the proposed Settlement follows.

- The notice at issue is referred to as a “COBRA Notice,” and the continuation of health insurance coverage after separation of employment is called “COBRA continuation coverage,” after the Consolidated Omnibus Budget Reconciliation Act of 1985. The COBRA Notice is designed to provide former employees who were covered under employer sponsored group health care plans with information and details regarding their right to continue their healthcare coverage and the terms and conditions of that COBRA continuation coverage. 29 U.S.C. § 1166(a) (2), (a)(4), (c). The lawsuit generally alleges Defendant provided Plaintiff and other putative class members with a deficient COBRA Notice. More specifically, Plaintiff asserted that Defendant’s COBRA Notice did not adequately inform him how to exercise his right to elect COBRA continuation coverage in violation of 29 C.F.R. § 2590.606–4(b)(4) *et seq.* As a result of the alleged violations in the Complaint, Plaintiff sought statutory penalties, injunctive relief, attorneys’ fees, costs and expenses on behalf of himself and all others similarly-situated.

- Defendant denies that its COBRA Notice was deficient in any manner and denies that it has any liability to Plaintiff or the putative class. Rather, Defendant has asserted that its COBRA Notice complied with any and all relevant laws, including COBRA and the Employee Retirement Income Security Act. Furthermore, had the Parties proceeded in the litigation, Defendant further denies that the matter would have proceeded on a class action basis.

- At this point in the case, the presiding judge has not made any determination about who is right or wrong. Rather, instead of proceeding with potentially years of litigation with uncertain outcomes, the parties have agreed to resolve the lawsuit through a Court-supervised settlement to avoid further cost and uncertainty. The case has already been pending for almost six years.

- The Parties seek to settle this dispute on behalf of Plaintiffs and a “Settlement Class,” which the Parties have agreed to define as follows: “All participants not subject to Starbucks’ Arbitration Agreement, and all beneficiaries in the Defendant’s Welfare Benefits Plan, including the Health Plan and Vision Plan, in the United States who were sent a COBRA notice between July 21, 2016, through January 1, 2023, as a result of a qualifying event, as determined by Defendant and/or its third party administrator and, who did not elect continuation coverage.”

- Membership in the Settlement Class will be determined based upon Defendant’s records during the Class Period. It is estimated that the Settlement Class is comprised of 33,800 potential members.

- You received notice of this Settlement by U.S. Mail, which directed you to this website because Defendant’s records indicate that you are a “Settlement Class Member” and eligible to receive payment from this proposed class action settlement.

- Your rights and options—and the deadlines to exercise them—are explained in this Notice. Here is a brief summary of your rights and options.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
File a Claim by [REDACTED], 2026	The Settlement provides for a fund of \$325,000.00 to be made available to approximately 33,800 Settlement Class Members. Every Settlement Class Member who submits a valid claim form will receive their pro-rata share of the Net Settlement Fund, which shall be disbursed in full to all Settlement Class Members. As a member of the Settlement Class, you will release Defendant and others (the “Released Parties”) from any potential liability regarding the COBRA Notice, including but not limited to the issues raised in this lawsuit. You may submit a claim by mailing a completed claim form postmarked no later than [REDACTED], 2026. Additional instructions for submitting a claim are provided below.
Do Nothing	If you choose to do nothing (including deciding to not file a claim), you will not receive a check. However, you will still release Defendant and the Released Parties from any potential liability regarding the COBRA Notice, including but not limited to the issues raised in this lawsuit.
Ask to be Excluded by [REDACTED], 2026	If you do not want to be included in the case and the Settlement, you must take action to exclude yourself. This is called “opting out.” To opt out, you must send a written opt-out request to the Settlement Administrator postmarked by [REDACTED], 2026, via U.S. Mail to [REDACTED]. Your written opt-out request must (i) state the case name and number (<i>Lubin v. Starbucks Corp.</i> , M.D. Fla. Case No.: 8:20-cv-01311-CEH-TGW); (ii) state your name, address, telephone number, mailing address, and email address; and (iii) include your personal signature. If you elect to opt out, you may pursue your own individual action against Defendant for the claims raised in this case if you choose to do so.
Object by [REDACTED], 2026	If you do not like the Settlement, or any of its specific terms, you may “object.” To object, you must file a written objection with the Court and send a copy of your objection to the Settlement Administrator postmarked by [REDACTED], 2026, either via U.S. Mail to [REDACTED]. Your written objection must

	(i) state the case name and number; (ii) provide the specific grounds for your objection; (iii) state whether your objection pertains to just you individually, or all or some of the proposed Settlement Class; (iv) state your name, address, telephone number, mailing address, and email address; (v) state whether you intend to appear and speak at the Final Approval Hearing, either with or without your own counsel; and (vi) include your personal signature (and your counsel's signature, if you have your own representation). You may not file an objection if you opt out of the settlement.
Go to a Hearing on [REDACTED], 2026	If you wish to be heard, you may attend the Final Approval Hearing and ask to speak in Court about the fairness of the Settlement. You are not required to attend the hearing. If you opt out, you may not present your opinions regarding the Settlement at the Final Approval Hearing.

The Court still has to decide whether to approve this settlement, which may take some time, as explained below.

Basic Information

1. Why did I receive this notice?

You received a copy of this notice by mail because Defendant's records indicate you may be a member of the Settlement Class, which is defined above. The Notice of Settlement you received directed you to the Settlement Administrator's website, which provides additional information regarding this Settlement, including this more detailed Notice of Proposed Class Action Settlement and Hearing. As a Settlement Class Member, you have a right to know about the proposed settlement of this case as a class action and about your options to participate as a Settlement Class Member, your ability to object to the Settlement terms, or to opt out of the Settlement, before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, and after all objections or appeals relating to that settlement are resolved, the payment provided for by the Settlement will be available to all Settlement Class Members who submit a timely valid claim and have not opted out.

This Notice explains the lawsuit, the proposed Settlement, your legal rights, the Settlement payment and who will be eligible to receive a payment from the Settlement Account, and the basis upon which payments will be made. A copy of the Class Action Settlement Agreement and Release (referred to in this Notice as the "Agreement") is available to Settlement Class Members on this website.

2. What is the lawsuit about?

Plaintiffs filed this putative class action against Defendant for allegedly providing a defective COBRA notice to them and other putative class members. As set forth in the Second Amended Class Action Complaint, Plaintiff was a participant in the Starbucks Corporation Welfare Benefits Plan (the "Plan"). Defendant provided a COBRA Notice to Plaintiff, which he claims is deficient. More specifically, Plaintiff alleges that the COBRA Notice did not adequately inform them of how to exercise their rights to elect COBRA continuation coverage because, in violation of 29 C.F.R. § 2590.606-4(b)(4) et seq., the COBRA Notice lacked: (i) a clear explanation of how to enroll in continuation coverage and an election form; (ii) the name, address, and telephone number of the party responsible for plan administration; (iii) the name of the Plan; (iv) the address for payment of premiums; and (v) other explanatory information required by regulation. As a result of the alleged violations in the Complaint, Plaintiff sought statutory penalties, injunctive relief, attorneys' fees, costs and expenses on behalf of himself and all others similarly-

situated.

Defendant disputes Plaintiff's allegations and denies all liability to Plaintiff and the putative class. Defendant maintains that the COBRA Notice at issue complied with any and all applicable laws. Further, Defendant has asserted that Plaintiffs' claims are not appropriate for class action treatment in the absence of a settlement.

Although the Court has authorized this Notice of Proposed Class Action Settlement and Hearing, the Court has not determined or ruled upon the merits of the claims or defenses asserted by either side in the lawsuit. The Court has not found Defendant violated the law in any way. The Court has not found that the Plaintiff would prevail in this case. The Court has not made any determination that Plaintiff will recover any damages in this litigation.

3. Why is this case pled as a class action?

Class actions are lawsuits in which the claims and rights of many people are decided in a single proceeding. In a class action, as here, the Named Plaintiff, referred to hereinafter as the Class Representative (which is what they are called once a class is certified), seeks to assert a claim on behalf of himself and all members of a putative class who received the same allegedly deficient COBRA Notice. In a class action, individuals with similar claims are generally treated alike. The Court supervises the prosecution of the class claims by Counsel for the Settlement Class ("Class Counsel") to ensure that all members of the Settlement Class are adequately and fairly represented. Settlement Class Members are not individually responsible for the costs or fees of Class Counsel, which must be approved by the Court, and which will be paid separately by Defendant Starbucks.

4. Why is there a settlement?

The Court has not decided the merits of this case in favor of the Class Representative or in favor of Defendant. Instead, Class Counsel investigated the facts and applicable law regarding the Class Representative's claims and Defendant's defenses. The parties engaged in lengthy and arm's-length negotiations to reach this settlement. The Class Representative and Class Counsel believe that the proposed settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class Members.

Both sides agree that, by settling, Defendant is not admitting any liability or that Defendant did anything wrong. Additionally, both sides want to avoid the uncertainties and expense of further litigation.

Who Is Included In The Settlement

5. How do I know if I am part of the Settlement?

You are included in the Settlement if you fit the definition of "Settlement Class" above. If you received a notice of settlement by U.S. Mail, Defendant's records indicate you are a member of the Settlement Class. If you are not certain as to whether you are or should be a member of the Settlement Class, you may contact the Settlement Administrator to find out (see contact information below). In all cases, the question of Settlement Class membership will be determined based on Defendant's records.

The Settlement Payment—What You May Receive

6. What does the Settlement provide?

If you are a member of the Settlement Class, you are eligible to receive a payment under the Settlement. Defendant has agreed to pay a total of \$325,000.00 (the "Gross Settlement") into a Settlement Account. From that total, court-approved costs of the Settlement Administrator, which Class Counsel estimates at \$75,000. These amounts are described further below. The amount remaining after deducting these amounts is called the "Net Settlement Fund."

Every Settlement Class Member who timely files a valid claim will receive a pro rata payment. Assuming 25% of class members timely file claims, those class members will receive approximately \$30.00. If the claims rate is 10%, each participating class member would receive approximately \$74.00. If you file a valid and timely claim, your pro rata payment will depend on the number of valid claims filed.

Class Counsel will ask the Court to award them \$450,000.00 in attorneys' fees and litigation costs payable separately by Defendant and not from the Gross Settlement, subject to Court approval.

The Settlement Administrator shall send checks to Settlement Class Members who submit valid claims by first-class U.S. Mail within thirty (30) days after the Settlement Account is funded.

No funds revert to Defendant. Each Settlement Class Member who timely files a valid claim shall have sixty (60) days from the date which appears on the face of the check issued to them to negotiate their settlement check. Thereafter, the Settlement Administrator shall close out the Settlement Account by issuing a check for any remaining balance as a cy pres award to be paid to Bay Area Legal Services (or any other cy pres recipient that the Court may approve). The Parties have selected Bay Area Legal Services, a 501(c)(3) non-profit legal aid organization, and will ask the Court to approve it as the cy pres recipient.

7. How do I receive a payment from the Settlement?

To receive a check with your settlement payment, you need to submit a claim by no later than [REDACTED]. You can submit a completed claim form by U.S. Mail to the following address:

Lubin v. Starbucks Corporation
c/o Settlement Administrator
P.O. Box XX
Jacksonville, FL 32241-3459
(888) XXX-XXXX

All claim forms must be postmarked no later than [REDACTED].

As a Settlement Class Member, you will be bound by the terms of the Agreement and any judgment arising from the Settlement regardless of whether you return a claim form, unless you specifically asked to be excluded (opt-out) in the manner required by the Settlement. If the Court approves the Settlement at or after the Final Approval Hearing and you have not opted out of the Settlement and you have not submitted a timely claim form, you will not receive a check, but you are still bound by the Settlement.

8. When will I receive my payment?

The Court will hold the Final Approval Hearing on [REDACTED], 2026 at [REDACTED] a.m./p.m. at the United States District Court for the Middle District of Florida, Tampa Division, U.S. Federal Building and Courthouse, 801 N Florida Ave, Tampa, FL 33602, in Courtroom [REDACTED]. The Court may postpone the hearing or decide to conduct the hearing via telephone or by Zoom without further notice, so you should visit the Settlement Website for updates prior to the hearing date set forth above.

If the Court approves the Settlement, there may be appeals or objections that must be resolved before the Settlement will become effective. Settlement payments to members of the Settlement Class will be made only if the Settlement is finally approved by the Court and only after all appeals or objections are resolved. This may take some time, so please be patient. You may check on the status of this approval process by visiting this website.

9. What am I giving up to receive a payment or stay in the class?

Upon the Court's final approval of the Settlement, all Settlement Class Members who do not exclude themselves (as well as their attorneys, agents, spouses, children, beneficiaries, heirs, assigns and dependents) will fully release the following entities, referred to here and in the Agreement as "Released Parties" from any and all claims that have been or could have been brought in this lawsuit with respect to the COBRA Notice sent to each Settlement Class Member at issue in Plaintiff's Second Amended Class Action Complaint. The full copy of the Settlement Agreement containing the specific release is available on the settlement website at [REDACTED].

10. Do I have to participate in the Settlement?

No. You may choose to be excluded from the Settlement (in other words "opt out") and you will not be bound by the Agreement or any judgment or other final disposition of the lawsuit. If you opt out, you will retain any individual claims you may have against Defendant, and Defendant will retain any defenses it has to your claims. To request exclusion, you must state in writing your desire to opt out and to be excluded from the Settlement Class, and above for requirements for your opt-out request. **Your opt-out request must be sent by first class U.S. Mail, postmarked on or before [REDACTED], 2026. You must send your written opt out request to:**

Lubin v. Starbucks Corporation
c/o Settlement Administrator
P.O. Box XX
Jacksonville, FL 32241-3459
(888) XXX-XXXX

If your written opt-out request is not postmarked on or before [REDACTED], 2026, your request for exclusion will be invalid, and you will be bound by the terms of the Settlement approved by the Court, including without limitation, the terms of the Agreement and the judgment ultimately rendered in the case, and you will be barred from bringing any claims against Defendant which arise out of or relate in any way to the claims described above.

11. If I don't exclude myself, can I sue Defendant for the same thing later?

No. If you do not opt out of the Settlement, you will give up any right to sue Defendant or any other Released Party as described in Section 9 above.

12. If I exclude myself, will I receive any payment from this Settlement?

No. If you opt out and thereby exclude yourself, you are not part of the Settlement and will get no money from it.

Objecting to the Settlement

13. How do I tell the Court that I don't like the settlement?

If you decide not to opt out of the Settlement, you may still object to any aspect of the proposed Settlement by filing and serving a written objection. Your written objection must include the information listed above.

You must file any objection with the Clerk of the Court at the address below within sixty (60) days of the postmarked date on the Notice of Settlement that you received by U.S. Mail:

United States District Court for the Middle District of Florida, Tampa Division
U.S. Federal Building and Courthouse
801 N Florida Ave, Tampa, FL 33602

In any mailing to the Court, be sure to include the case number (8:20-cv-01311-CEH-TGH), and the case name (*Lubin v. Starbucks Corporation*).

You must also send your objection by first class U.S. Mail, postmarked on or before [REDACTED], 2026, to the Settlement Administrator at this address:

Lubin v. Starbucks Corporation
c/o Settlement Administrator
P.O. Box XX
Jacksonville, FL 32241-3459

Any member of the Settlement Class who does not file and serve an objection in the time and manner described above will not be permitted to raise an objection later.

14. Is there a difference between objecting and opting out?

Yes. By objecting, you are simply telling the Court that you don't like something about the Settlement and would like the Settlement to be changed, but you are agreeing to be bound by the Settlement as approved by the Court. You may object only if you stay in the Settlement Class. If you elect to opt out of the Settlement Class, you are telling the Court that you do not want to be part of the Settlement. If you opt out and thereby exclude yourself from the Settlement, you will have no basis to object because the lawsuit and Settlement no longer affect you or any potential claims you may have.

15. Where and when will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on [REDACTED], 2026 at [REDACTED] a.m./p.m. at the United States District Court for the Middle District of Florida, Tampa Division, U.S. Federal Building and Courthouse, 801 N Florida Ave, Tampa, FL 33602, in Courtroom [REDACTED]. The Court may postpone the hearing or decide to conduct the hearing via telephone or by Zoom without further notice, so you should visit the Settlement Website for updates prior to the hearing date set forth above.

The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of the Settlement; whether the Settlement Class is adequately represented by the Class Representatives and Class Counsel; and whether an order and final judgment should be entered approving the proposed Settlement. The Court also will consider Class Counsel's application for an award of attorneys' fees and expenses.

You will be represented at the Final Approval Hearing by Class Counsel, unless you choose to enter an

appearance in person or through your own attorney. The appearance of your own attorney is not necessary to participate in the Final Approval Hearing. Again, should you choose to engage your own attorney, it will be at your own expense.

16. Do I have to come to the Final Approval Hearing?

No. Class Counsel will represent the Settlement Class Members at the Final Approval Hearing, but you are welcome to attend the hearing at your own expense. If you file an objection, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay your own attorney to attend if you wish.

17. May I speak at the Final Approval Hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. If you intend to attend and speak at the Final Approval Hearing, you must state this in your objection.

The Lawyers Representing the Settlement Class

18. Will I have a lawyer in this case?

The Court has appointed Raphyr Lubin as the Class Representative. The Court has also appointed the following lawyers as Class Counsel:

Luis A. Cabassa, Esq.
Brandon J. Hill, Esq.
Amanda E. Heystek
WENZEL FENTON CABASSA, P.A.
1110 North Florida Ave., Suite 300
Tampa, FL 33602
(813) 224-0431
bhill@wfclaw.com
lcabassa@wfclaw.com
aheystek@wfclaw.com

and

Chad A. Justice
JUSTICE LITIGATION ASSOCIATES, PLLC
1205 N. Franklin Street, Suite 326
Tampa, Florida 33602
Direct No.: 813-566-0550
Facsimile: 813-566-0770
E-mail: chad@getjusticeforjustice.com

Class Counsel represent the interests of all of the Settlement Class Members. You may hire your own attorney to advise you regarding this matter and the proposed settlement if you choose, but you are not required to do so and if you hire your own attorney, you will be responsible for paying that attorney's fees and costs.

19. How will Class Counsel be paid?

Defendant agrees to pay Class Counsel \$450,000.00 in attorneys' fees and costs, subject to Court approval.

Getting More Information

20. Are there more details about the Settlement?

For more details regarding the lawsuit or the Settlement, you may refer to the papers filed in this case during regular business hours at the Clerk of the Court's office, United States District Court for the Middle District of Florida, Tampa Division, U.S. Federal Building and Courthouse, 801 N Florida Ave, Tampa, FL 33602.

You may also access papers filed in this case on-line through the Public Access to Court Electronic Records ("PACER") service at www.pacer.gov; however, you may need to create an account and certain fees may apply. You may also obtain a copy of the full Settlement Agreement and certain papers filed in this case by sending a written request to the Settlement Administrator, at the address above. You may also access the full Settlement Agreement and certain court filings in this case on this website.

21. How can I get more information?

You may contact the Settlement Administrator or Class Counsel. Mailing addresses and phone numbers for each are listed below.

Settlement Administrator: American Legal Claims Services, LLC, P.O. Box XX, Jacksonville, FL 32241-3459, (888) XXX-XXXX.

Class Counsel: Luis A. Cabassa, Esq. and Brandon J. Hill, Esq., Wenzel Fenton Cabassa, P.A., 1110 N. Florida Ave., Suite 300, Tampa, Florida 33602, (813) 224-0431.

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

RAPHYR LUBIN, *et al.*,

CASE NO.: 8:20-cv-1311-CEH-TGH

Plaintiff,

v.

STARBUCKS CORPORATION,

Defendant.

_____ /

**DECLARATION OF BRANDON J. HILL IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF REVISED CLASS ACTION SETTLEMENT**

I, Brandon J. Hill, declare under penalty of perjury as follows:

1. Unless otherwise indicated, the facts set forth below are based on my personal knowledge and the opinions set forth herein are my own. I make this declaration in support of the Plaintiff's Motion for Preliminary Approval of the Parties' Class Action Settlement. I have personal knowledge of the matters stated herein and if called as a witness, I could and would competently testify thereto.

2. I am a partner at Wenzel Fenton & Cabassa, P.A., and counsel in the above-styled case.

3. I have been a member of the Florida Bar since April of 2007, the Illinois Bar since 2010, and District of Columbia Bar since 2011. I have an LL.M. from George Washington University School of Law in international law, a J.D. from Florida State University College of Law, and two Bachelor's degrees from the University of Kansas.

4. I am admitted in the United States District Courts for the Northern, Middle, and Southern District Courts of Florida, the Northern District of Illinois, the Eastern District of Michigan, the United States District Court of Colorado, and the United States Court of Appeals for the Eleventh Circuit.

5. I have represented employers and employees in all stages of litigation in federal and state courts throughout Florida, and beyond. In the Middle District of Florida alone I have served as co-counsel or lead counsel in 700+ federal cases.

6. I possess the requisite experience necessary to serve as class counsel in this case. I have been appointed as class counsel in multiple class actions, including cases involving a few hundred class members up to nearly half a million class members. Below is a list of class action cases I have been appointed as class counsel by various courts throughout the country:

- *Brown, et al. v. Lowe's Companies, Inc., and LexisNexis Screening Solutions, Inc.*, Case No.: 5:13-CV-00079-RLV-DSC (W.D.N.C) (appointed as co-class counsel in national FCRA class action matter involving 451,000 class members);
- *Speer v. Whole Foods Market Group, Inc.*, 8:14-cv-03035-RAL-TBM (M.D. Fla.) (Fair Credit Reporting Act class action settlement involving 20,000 individuals presided over by Judge Lazzara);
- *Kohler, Kimberly v. SWF Operations, LLC and Domino's Pizza, LLC*, Case No. 8:14-cv-2568-T-35TGH (appointed class counsel in Fair Credit Reporting Act case involving several hundred class members);
- *Hargrett, et al. v. Amazon.com, DEDC, LLC*, 8:15-cv-02456-WFJ-AAS, M.D. Fla. Case No.: 8:15-cv-02456 (appointed as class counsel in FCRA case with 480,000+ class members);
- *Smith, et al. v. QS Daytona, LLC*, Case No.: 6:15-cv-00347-GAP-KRS (M.D. Fla.) (Doc. 45) (appointed as class counsel in FCRA class action involving several hundred class members);

- *Patrick, Nieyshia v. Interstate Management Company, LLC*, Case No. 8:15-cv-1252-T-33AEP (M.D. Fla.) (appointed as class counsel in FCRA class action with approximately 32,000 class members);
- *Molina et al v. Ace Homecare LLC*, 8:16-cv-02214-JDW-TGW (M.D. Fla.) (appointed as class counsel in WARN Act case with approximately 500 class members);
- *Moody, et al v. Ascenda, et al.*, Case No. 0:16-cv-60364-WPD (S.D. Fla.) (appointed as class counsel in FCRA class action with approximately 12,000 class members);
- *Mahoney v. TT of Pine Ridge, Inc.*, Case No.: 9:17-cv-80029-DMM (S.D. Fla. Nov. 20, 2017) (served as class counsel in TCPA case with 300,000+ class members).
- *George v. Primary Care Holding Inc.*, Case No. 0:17-cv-60217-BB (S.D. Fla.) (appointed as class counsel in FCRA class action);
- *Vazquez v. Marriott International, Inc.*, Case No.: 8:17-cv-00116-MSS-SPF (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 20,000 class members);
- *Figueroa v. Baycare Healthcare System, Inc.*, Case No.: 8:17-cv-01780-JSM-AEP (M.D. Fla) (served as class counsel in FCRA case involving approximately 2,009 class members);
- *Valdivieso v. Cushman & Wakefield Inc.*, Case No.: 8:17-cv-00118-SDM-JSS (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 2,000+ class members);
- *Dukes v. Air Canada*, Case No.: 8:18-cv-02176-TPB-JSS (M.D. Fla) (served as class counsel in FCRA case involving approximately 1,300 class members);
- *Rivera v. Aimbridge Hospitality, LLC*, Case No.: 8:18-cv-02192-EAK-JSS (M.D. Fla) remanded to *Rivera v. Aimbridge Hospitality, LLC*, 18-CA-007870, Thirteenth Judicial Circuit in and for Hillsborough County, Florida (served as class counsel in data breach case with 320,000 class members).
- *Blaney v. Aimbridge Hospitality, LLC*, 18-CA-007870, Thirteenth Judicial Circuit in and for Hillsborough County, Florida (served as class counsel in Fair Credit Reporting Act case with 17,00 class members);
- *Cathey v. Heartland Dental, LLC*, 2019-CA-000568, Fourth Judicial Circuit in and for Pasco County, Florida (served as class counsel in Fair Credit Reporting Act case with 9,800 class members);
- *Harake v. Trace Staffing Solutions, LLC*, Case No.: 8:19-cv-00243-CEH-CPT (M.D. Fla) (served as class counsel in Fair Credit Reporting Act case with 8,700 class members);

- *Hicks v. Lockheed Martin Corporation*, Case No.: 8:19-cv-00261-JSM-TGW (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 54,000+ class members);
- *Holly-Taylor v. Acadia Healthcare Company, Inc., et al.*, Case No.: 18-CA-007870, Thirteenth Judicial Circuit in and for Hillsborough County, Florida (served as class counsel in Fair Credit Reporting Act case with 25,00 class members);
- *Ali v. Laser Spine Institute, LLC*, Case No.: 8:19-cv-00261-JSM-TGW (M.D. Fla) (appointed as class counsel WARN Act case involving 500 class members);
- *Rigney et al v. Target Corporation*, Case No.: 8:19-cv-01432-MSS-JSS (M.D. Fla) (served as class counsel in deficient COBRA notice case with 92,000+ class members)
- *Luker v. Cognizant Technologies Solutions U.S. Corporation*, Case No.: 8:19-cv-01448-WFJ-JSS (M.D. Fla) (served as class counsel in wage case with 308 class members);
- *Lyttle v. Trulieve, Inc., et al.*, Case No.: 8:19-cv-02313-CEH-TGW (M.D. Fla) (appointed as class counsel in Fair Credit Reporting Act case involving 1,300 class members);
- *Twardosky v. Waste Management, Inc. of Florida, et al.*, 8:19-cv-02467-CEH-TGW(M.D. Fla) (appointed as class counsel in Fair Credit Reporting Act case involving 29,295 class members);
- *Silberstein v. Petsmart, Inc.*, 8:19-cv-02800-SCB-AAS (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 12,000+ class members);
- *Benson v. Enterprise Holdings, Inc. et al.*, Case No.: 6:20-cv-00891-RBD-LRH (M.D. Fla) (appointed as class counsel in WARN Act class action involving 900+ class members);
- *Morris et al v. US Foods, Inc.*, Case No.: 8:20-cv-00105-SDM-CPT (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 19,000+ class members);
- *Forsyth v. Lucky's Market GP2, LLC et al*, Case No.: 20-10166 (JTD); Adv. Pro. No. 20-50449 (JTD) (Del. Bk.) (served as class counsel in WARN Act class action pursued in Bankruptcy court adversarial proceeding involving hundreds of former employees);
- *Taylor v. Citizens Telecom Services Company, LLC*, Case No.: 8:20-cv-00509-CEH-CPT (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 16,137 class members);
- *Holmes et al v. WCA Waste Systems, Inc.*, Case No.: 8:20-cv-00766-SCB-JSS (M.D. Fla) (served as class counsel in deficient COBRA notice case with 1,720 class members);

- *Boyd v. Task Management, Inc.*, Case No.: 8:20-cv-00780-MSS-JSS (M.D. Fla.) (appointed as class counsel in Fair Credit Reporting Act case involving 5,500 class members);
- *In re The Hertz Corporation, et al.*, Case No.: 20-11218 (MFW) (Del. Bk.) (served as class counsel in WARN Act class action pursued in Bankruptcy court involving 6,000+ class members);
- *Kaintz v. The Goodman Group, Inc.*, 8:20-cv-02115-VMC-AAS (appointed as class counsel in deficient COBRA notice case with 2,889 class members);
- *Gorman v. Whelan Event Staffing Services, Inc., et al.*, Case No.: 8:20-cv-02275-CEH-AEP (appointed as class counsel in Fair Credit Reporting Act case involving 29,000+ class members);
- *Benitez v. FGO Delivers, LLC*, Case No.: 8:21-cv-00221-KKM-TGW (M.D. Fla.) (appointed as class counsel in Fair Credit Reporting Act case involving 9,000+ class members);
- *Lopez v. Ollie's Bargain Outlet, Inc.*, 2020-CA-002511-OC, Ninth Judicial Circuit in and for Pasco County, Florida (served as class counsel in Fair Credit Reporting Act case with 3,500 class members);
- *McNamara v. Brenntag Mid-South, Inc.*, Case No.: 8:21-cv-00618-MSS-JSS (M.D. Fla.) (appointed as class counsel in deficient COBRA notice case with 800+ class members);
- *Johnson v. McDonald's Corp.*, 1:21-cv-24339-FAM (S.D. Fla. Feb. 14, 2023)(ECF. No. 50) (served as class counsel in COBRA class action settlement recently granted final approval by Judge Moreno in case involving over 8,000 class members)
- *Baja v. Costco*, 0:21-cv-61210-AHS (S.D. Fla. Oct. 25, 2022)(ECF. No. 56)(served as class counsel in COBRA class action settlement recently granted final approval by Judge Singhal in case involving over 38,000 class members);
- *Santiago v. Univ. of Miami*, 1:20-CV-21784 (ECF No. 66) (S.D. Fla. April 7, 2022) (served as class counsel in ERISA retirement plan class action settlement involving 38,000 class members);
- *Angelo v. NCL Corporation LTD, et al.*, 1:22-cv-22962-AHS (ECF No. 56) (served as class counsel in ERISA retirement plan class action settlement involving 10,000 class members);
- *Rzepkoski v. Nova Southeastern University, Inc.*, No. 0:22-cv-61147-WPD (ECF No. 108) (served as class counsel in ERISA retirement plan class action settlement involving thousands of class members);
- *Molla v. Gerdau Ameristeel US, Inc.*, No. 8:22-cv-02094-VMC (ECF No. 98) (M.D. Fla. July 8, 2025) (served as class counsel in ERISA retirement plan class action settlement involving thousands of class members);

- *Colon, et al. v. Johnson, et al.*, 8:22-cv-888-TPB-TGW (M.D. Fla. 2024) (\$19 million dollar class settlement);
- *Cannarozzo v. Nemours*, 3:23-cv-00136-BJD-LLL (M.D. Fla. 2025) (motion for preliminary approval pending seeking approval of \$2.275 million class settlement).

8. I have been retained by Plaintiff as counsel in the instant case. I possess the necessary skill and expertise to serve as Class Counsel.

9. I am confident that the proposed Class Representative, Raphyr Lubin (“Plaintiff”), will adequately represent the putative class members in this case.

10. At all times throughout the nearly six years this case has been litigation, Mr. Lubin has actively participated in this case and represented the interests of the class members. He provided critical information utilized to draft the First and Second Amended Complaint, participated in numerous calls with counsel, was prepared to sit for deposition if required, and participated in both mediations. No conflicts, disabling or otherwise, exist between Mr. Lubin and the class members of which I am aware.

11. My co-counsel and I have the desire, intention, financial resources, and ability to prosecute these claims in the face of strenuous opposition by Defendant. I have no conflicts with any class members.

12. The decision to mediate this case, and resolve this case, on a class basis was well informed. Prior to settling this case we obtained from Defendant substantive information on the class, along with information on Defendant’s COBRA notice.

13. This case has a long nearly six (6) year history, including an appeal of this Court’s Order denying, in part, Defendant’s Motion to Compel Arbitration. The original Complaint was filed by Ariel Torres on June 8, 2020. (Doc. 1). The Amended

Complaint, adding the current Named Plaintiff, Raphy Lubin, was filed a few weeks later on July 21, 2020. (Doc. 15).¹

14. Defendant filed a Motion to Compel Arbitration on August 4, 2020. (Doc. 18). After oral argument on the Motion and supplemental briefing (Docs. 26-29), this Court denied the Motion to Compel Arbitration as to Lubin and granted it as to Torres. (Doc. 33). Defendant appealed the Court's denial of its Motion to Compel Arbitration as to Lubin to the Eleventh Circuit Court of Appeals. (Docs. 38-39). The case was stayed during the appeal.

15. On December 16, 2024, after oral argument, the Eleventh Circuit Court of Appeals affirmed this Court's Order denying the Motion to Compel Arbitration as to Lubin. *Lubin v. Starbucks Corp.*, 122 F.4th 1314 (11th Cir. 2024). On February 5, 2025, the Parties filed their Case Management Report ("CMR"). (Doc. 57). Defendant also filed a Motion to Dismiss on February 5, 2025. (Doc. 58). The Parties then sought and received multiple stays pending completion of a class-wide mediation during the summer months of 2025. (Doc. 62-70).

16. On September 26, 2025, the Parties filed an Amended Case Management Report. (Doc. 76). Plaintiff again amended the Complaint on October 17, 2025. Defendant subsequently moved to dismiss the Second Amended Complaint on October 31, 2025. (Doc. 84). Defendant also moved to bifurcate discovery. (Doc. 85). Both of the motions were fully briefed.

¹ Torres is no longer party to this lawsuit.

17. In the interim, the Named Plaintiff served extensive written discovery, including requests for production, interrogatories, and requests for admission. He also pursued third-party discovery directed to Defendant's COBRA administrator, Alight Solutions, and served a Rule 30(b)(6) deposition notice.

18. Through the continued assistance of the Mediator, Carlos Burruezo, the Parties subsequently reached an agreement.

19. As set forth in the Plaintiff's Motion, this settlement is structured similarly to settlements previously approved by this Court, including in *Lyttle v. Trulieve, Inc.*, Case No: 8:19-cv-02313-CEH-TGW (M.D. Fla. Sept. 16, 2022) (Doc. 128) and *Taylor v. Citizens Telecom Services Co., LLC*, Case No.: 8:20-cv-00509-CEH-CPT (M.D. Fla. Feb. 8, 2022) (Doc. 65).

20. The terms of the Settlement Agreement are also similar to other COBRA class action settlements approved in the Middle District of Florida, including by Judge Bucklew in *Silberstein v. Petsmart, Inc.*, 8:19-cv-02800-SCB-AAS (M.D. Fla. December 4, 2020) (Doc. 38), Judge Merryday in *Valdivieso v. Cushman & Wakefield, Inc.*, M.D. Fla. Case No.: 8:17-cv-00118-SDM-JSS (M.D. Fla. Dec. 7, 2018) (Doc. 92), Judge Moody in *Hicks v. Lockheed Martin Corp, Inc.*, 8:19-cv-00261-JSM-TGW (M.D. Fla. Sept. 5, 2018) (Doc. 34), and Judge Scriven in *Vazquez v. Marriott International, Inc.*, M.D. Fla. Case No. 8:17-cv-00116-MSS-MAP (Feb. 27, 2020, Doc. 127).

21. Based upon my involvement in many, many class actions over the last few years, including in multiple deficient COBRA notice cases filed and settled in

federal courts over the last few years cited in the Plaintiff's Motion, the proposed settlement is fair, reasonable, and adequate.

22. In sum, as Plaintiff's counsel I was well-positioned to evaluate the strengths and weaknesses of Plaintiff's claims, as well as the appropriate basis upon which to settle them, as a result of similar class action cases I've brought in the past. I fully support the settlement.

23. For the reasons set forth above, I respectfully submit that this settlement is fair, reasonable, and adequate and should be approved on a preliminary basis so notice can go out to the class members.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated this 6th day of May, 2026.



Brandon J. Hill

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

RAPHYR LUBIN, *et al.*,

CASE NO.: 8:20-cv-1311-CEH-TGH

Plaintiff,

v.

STARBUCKS CORPORATION,

Defendant.

_____ /

DECLARATION OF LUIS A. CABASSA IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF REVISED CLASS ACTION SETTLEMENT

1. I represent Plaintiff and the class in the above matter, along with the other attorneys in my firm.

2. Regarding my relevant educational and professional background, I have been engaged in the practice of law for approximately thirty (30) years. The corresponding state and federal bar admissions are:

- Supreme Court of Florida (1995);
- United States Court of Appeals for the Eleventh Circuit (1998);
- United States District Court for the Northern District of Florida (1995);
- United States District Court for the Middle District of Florida (1997);
- United States District Court for the Southern District of Florida (2003);

3. I obtained a *Juris Doctor* in 1995 from the Florida State University College of Law (With Honors) and a B.S. in Industrial Labor Relations from Cornell University in 1992 (With Honors).

4. For over the last thirty (30) years, my practice has been devoted almost exclusively to Labor and Employment Law. I have extensive trial experience in State and Federal Court, including several collective and class actions.

5. Since 2005, I have been Board Certified by the Florida Bar as a Specialist in Labor and Employment Law. I am also AV rated by Martindale Hubbell and a Fellow of the American Bar Foundation.

6. I have served on the Board Certification Committee for the Labor and Employment Section of the Florida Bar.

7. During my career I have been lead counsel, or co-counsel, in excess of 1,000 federal and state court lawsuits.

8. I have been appointed as class counsel in multiple class actions, including cases involving a few hundred class members up to nearly half a million class members.

Below is a list of class action cases I have been appointed as class counsel by the Court:

- *Brown, et al. v. Lowe's Companies, Inc., and LexisNexis Screening Solutions, Inc.*, Case No.: 5:13-CV-00079-RLV-DSC (W.D.N.C) (appointed as co-class counsel in national FCRA class action matter involving 451,000 class members);
- *Speer v. Whole Foods Market Group, Inc.*, 8:14-cv-03035-RAL- TBM (M.D. Fla.) (served as class counsel in Fair Credit Reporting Act class case involving 20,000 individuals);
- *Banks v. Alorica, Inc.*, Case No.: 8:13-cv-00985-JDW-TBM (M.D. Fla.) (served as class counsel in WARN Act class action in a case involving hundreds of class members);
- *Kohler, Kimberly v. SWF Operations, LLC and Domino's Pizza, LLC*, Case No. 8:14-cv-2568-T-35TGH (appointed class counsel in Fair Credit Reporting Act case involving several hundred class members);
- *Hargrett, et al. v. Amazon.com, DEDC, LLC*, 8:15-cv-02456-WFJ-AAS, M.D. Fla. Case No.: 8:15-cv-02456 (appointed as class counsel in FCRA case with 480,000+ class members);

- *Smith, et al. v. QS Daytona, LLC*, Case No.: 6:15-cv-00347-GAP-KRS (M.D. Fla.) (Doc. 45) (appointed as class counsel in FCRA class action involving several hundred class members);
- *Patrick, Nieyshia v. Interstate Management Company, LLC*, Case No. 8:15-cv-1252-T-33AEP (M.D. Fla.) (appointed as class counsel in FCRA class action with approximately 32,000 class members);
- *Molina et al v. Ace Homecare LLC*, 8:16-cv-02214-JDW-TGW (M.D. Fla) (appointed as class counsel in WARN Act case with approximately 500 class members);
- *Moody, et al v. Ascenda, et al.*, Case No. 0:16-cv-60364-WPD (S.D. Fla.) (appointed as class counsel in FCRA class action with approximately 12,000 class members);
- *Mahoney v. TT of Pine Ridge, Inc.*, Case No.: 9:17-cv-80029-DMM (S.D. Fla. Nov. 20, 2017) (served as class counsel in TCPA case with 300,000+ class members).
- *George v. Primary Care Holding Inc.*, Case No. 0:17-cv-60217-BB (S.D. Fla.) (appointed as class counsel in FCRA class action);
- *Vazquez v. Marriott International, Inc.*, Case No.: 8:17-cv-00116-MSS-SPF (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 20,000 class members);
- *Valdivieso v. Cushman & Wakefield Inc.*, Case No.: 8:17-cv-00118-SDM-JSS (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 2,000+ class members);
- *Dukes v. Air Canada*, Case No.: 8:18-cv-02176-TPB-JSS (M.D. Fla) (served as class counsel in FCRA case involving approximately 1,300 class members);
- *Figueroa v. Baycare Healthcare System, Inc.*, Case No.: 8:17-cv-01780-JSM-AEP (M.D. Fla) (served as class counsel in FCRA case involving approximately 2,009 class members);
- *Rivera v. Aimbridge Hospitality, LLC*, Case No.: 8:18-cv-02192-EAK-JSS (M.D. Fla) remanded to *Rivera v. Aimbridge Hospitality, LLC*, 18-CA-007870, Thirteenth Judicial Circuit in and for Hillsborough County, Florida (served as class counsel in data breach case with 320,000 class members).
- *Blaney v. Aimbridge Hospitality, LLC*, 18-CA-007870, Thirteenth Judicial Circuit in and for Hillsborough County, Florida (served as class counsel in Fair Credit Reporting Act case with 17,000 class members);
- *Cathey v. Heartland Dental, LLC*, 2019-CA-000568, Fourth Judicial Circuit in and for Pasco County, Florida (served as class counsel in Fair Credit Reporting Act case with 9,800 class members);

- *Harake v. Trace Staffing Solutions, LLC*, Case No.: 8:19-cv-00243-CEH-CPT (M.D. Fla) (served as class counsel in Fair Credit Reporting Act case with 8,700 class members);
- *Hicks v. Lockheed Martin Corporation*, Case No.: 8:19-cv-00261-JSM-TGW (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 54,000+ class members);
- *Holly-Taylor v. Acadia Healthcare Company, Inc., et al.*, Case No.: 18-CA-007870, Thirteenth Judicial Circuit in and for Hillsborough County, Florida (served as class counsel in Fair Credit Reporting Act case with 25,000 class members);
- *Ali v. Laser Spine Institute, LLC*, Case No.: 8:19-cv-00261-JSM-TGW (M.D. Fla) (appointed as class counsel WARN Act case involving 500 class members);
- *Rigney et al v. Target Corporation*, Case No.: 8:19-cv-01432-MSS-JSS (M.D. Fla) (served as class counsel in deficient COBRA notice case with 92,000+ class members)
- *Luker v. Cognizant Technologies Solutions U.S. Corporation*, Case No.: 8:19-cv-01448-WFJ-JSS (M.D. Fla) (served as class counsel in wage case with 308 class members);
- *Lyttle v. Trulieve, Inc., et al.*, Case No.: 8:19-cv-02313-CEH-TGW (M.D. Fla) (appointed as class counsel in Fair Credit Reporting Act case involving 1,300 class members);
- *Twardosky v. Waste Management, Inc. of Florida, et al.*, 8:19-cv-02467-CEH-TGW(M.D. Fla) (appointed as class counsel in Fair Credit Reporting Act case involving 29,295 class members);
- *Silberstein v. Petsmart, Inc.*, 8:19-cv-02800-SCB-AAS (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 12,000+ class members);
- *Benson v. Enterprise Holdings, Inc. et al.*, Case No.: 6:20-cv-00891-RBD-LRH (M.D. Fla) (appointed as class counsel in WARN Act class action involving 900+ class members);
- *Morris et al v. US Foods, Inc.*, Case No.: 8:20-cv-00105-SDM-CPT (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 19,000+ class members);
- *Forsyth v. Lucky's Market GP2, LLC et al*, Case No.: 20-10166 (JTD); Adv. Pro. No. 20-50449 (JTD) (Del. Bk.) (served as class counsel in WARN Act class action pursued in Bankruptcy court adversarial proceeding involving hundreds of former employees);
- *Taylor v. Citizens Telecom Services Company, LLC*, Case No.: 8:20-cv-00509-CEH-CPT (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 16,137 class members);

- *Holmes et al v. WCA Waste Systems, Inc.*, Case No.: 8:20-cv-00766-SCB-JSS (M.D. Fla) (served as class counsel in deficient COBRA notice case with 1,720 class members);
- *Boyd v. Task Management, Inc.*, Case No.: 8:20-cv-00780-MSS-JSS (M.D. Fla.) (appointed as class counsel in Fair Credit Reporting Act case involving 5,500 class members);
- *In re The Hertz Corporation, et al*, Case No.: 20-11218 (MFW) (Del. Bk.) (served as class counsel in WARN Act class action pursued in Bankruptcy court involving 6,000+ class members);
- *Kaintz v. The Goodman Group, Inc.*, 8:20-cv-02115-VMC-AAS (appointed as class counsel in deficient COBRA notice case with 2,889 class members);
- *Gorman v. Whelan Event Staffing Services, Inc., et al.*, Case No.: 8:20-cv-02275-CEH-AEP (appointed as class counsel in Fair Credit Reporting Act case involving 29,000+ class members);
- *Benitez v. FGO Delivers, LLC*, Case No.: 8:21-cv-00221-KKM-TGW (M.D. Fla.) (appointed as class counsel in Fair Credit Reporting Act case involving 9,000+ class members);
- *Lopez v. Ollie's Bargain Outlet, Inc.*, 2020-CA-002511-OC, Ninth Judicial Circuit in and for Pasco County, Florida (served as class counsel in Fair Credit Reporting Act case with 3,500 class members);
- *McNamara v. Brenntag Mid-South, Inc.*, Case No.: 8:21-cv-00618-MSS-JSS (M.D. Fla.) (appointed as class counsel in deficient COBRA notice case with 800+ class members);
- *Santiago v. Univ. of Miami*, 1:20-CV-21784 (ECF No. 66) (S.D. Fla. April 7, 2022) (served as class counsel in ERISA retirement plan class action settlement involving 38,000 class members);
- *Angelo v. NCL Corporation LTD, et al.*, 1:22-cv-22962-AHS (ECF No. 56) (served as class counsel in ERISA retirement plan class action settlement involving 10,000 class members);
- *Rzepkoski v. Nova Southeastern University, Inc.*, No. 0:22-cv-61147-WPD (ECF No. 108) (served as class counsel in ERISA retirement plan class action settlement involving thousands of class members);
- *Molla v. Gerdau Ameristeel US., Inc.*, No. 8:22-cv-02094-VMC (ECF No. 98) (M.D. Fla. July 8, 2025) (served as class counsel in ERISA retirement plan class action settlement involving thousands of class members).

9. I am of the opinion that the proposed Settlement is fair, reasonable, adequate, and is in the best interest of the Class in light of all known facts and circumstances.

10. My co-counsel and I have the resources to continue to litigate this case vigorously on behalf of the Class and we are committed to continuing to do so should the Class Settlement fail.

11. I believe the Plaintiff, Raphyr Lubin, is an adequate Class Representative. At all relevant times he has sought to protect the interests of the Class. I am not aware of any conflicts of interest that Mr. Lubin may have with any Class Member.

12. I strongly support the Settlement reached by the Parties in this case as fair, reasonable, and adequate, and ask that the Court approve it on a preliminary basis.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated this 6th day of May, 2026.

/s/Luis A. Cabassa
Luis A. Cabassa

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

RAPHYR LUBIN, *et al.*,

CASE NO.: 8:20-cv-1311-CEH-TGH

Plaintiff,

v.

STARBUCKS CORPORATION,

Defendant.

_____ /

**DECLARATION OF AMANDA E. HEYSTEK IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY
APPROVAL OF REVISED CLASS ACTION SETTLEMENT**

I, Amanda E. Heystek, declare under penalty of perjury as follows:

1. Unless otherwise indicated, the facts set forth below are based on my personal knowledge and the opinions set forth herein are my own. I understand that this declaration under oath may be filed in the above captioned action.

2. I am an attorney at Wenzel Fenton & Cabassa, P.A., and counsel in the above-styled case.

3. I have been a member of the Florida Bar since June of 2000. I have a J.D. from Southern Illinois University School of Law, and two Bachelor's degrees from Southern Illinois University.

4. I formerly practiced law as an Assistant Public Defender at the Sixth Circuit Public Defenders Office and as a solo practitioner from my own firm specializing in family law in Jacksonville, Florida.

5. I later joined the non-profit Disability Rights Florida, Inc., where I practiced exclusively in the field of civil rights for people with disabilities for the next decade, focusing on securing injunctive relief for clients on an individual and systemic basis. The substantive work I provided at Disability Rights Florida, Inc., involved multi-plaintiff litigation specifically seeking injunctive relief.

6. In September 2019, I joined the law firm of Wenzel Fenton Cabassa, P.A., and have provided legal support to Brandon J. Hill and Luis A. Cabassa in their class action work.

7. I am admitted in the United States District Courts for the Northern, Middle, and Southern District Courts of Florida, and the United States Court of Appeals for the Eleventh Circuit.

8. I have represented employees in all stages of litigation in federal and state courts throughout Florida. In the federal districts of Florida alone I have served as co-counsel or lead counsel in 100+ federal cases.

9. I am of the opinion that the proposed Settlement is fair, reasonable, adequate, and is in the best interest of the Class in light of all known facts and circumstances.

10. My co-counsel and I have the resources to continue to litigate this case vigorously on behalf of the Class and we are committed to continuing to do so should the Class Settlement fail.

11. I believe the Plaintiff, Raphyr Lubin, is an adequate Class Representative. At all relevant times he has sought to protect the interests of the Class. I am not aware of any conflicts of interest that Mr. Lubin may have with any Class Member.

12. I strongly support the Settlement reached by the Parties in this case as fair, reasonable, and adequate, and ask that the Court approve it on a preliminary basis.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated this 18th day of March, 2026.

/s/Amanda E. Heystek
AMANDA E. HEYSTEK

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

RAPHYR LUBIN, *et al.*,

CASE NO.: 8:20-cv-1311-CEH-TGH

Plaintiff,

v.

STARBUCKS CORPORATION,

Defendant.

_____ /

**DECLARATION OF CHAD A. JUSTICE IN SUPPORT OF PLAINTIFF'S
UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF REVISED
CLASS ACTION SETTLEMENT**

I, Chad A. Justice, declare under penalty of perjury as follows:

1. Unless otherwise indicated, the facts set forth below are based on my personal knowledge and the opinions set forth herein are my own. I understand that this declaration under oath may be filed in the above captioned action.

2. I am the owner of Justice Litigation Associates, PLLC, and co-counsel in the above-styled case.

3. I am a licensed attorney in Florida and Michigan. I have been a member of the Florida Bar since April of 2016. I have been a member of the Michigan Bar since July 2020. I have a J.D. from Western Michigan University Thomas Cooley Law School, and a Bachelor's degrees from the University of Michigan.

4. I am admitted in the United States District Courts for the Middle and Southern District of Florida, Eastern District of Michigan, and the United States Court of Appeals for the Eleventh Circuit.

5. I have represented employers and employees in all stages of litigation in federal and state courts throughout Florida. In Federal court alone I have served as co-counsel or lead counsel in 100+ federal cases.

6. I possess the requisite experience necessary to serve as class counsel in this case.

7. I have been appointed as class counsel in multiple class actions, including cases involving a few hundred class members up to nearly one-hundred thousand class members.

8. Below is a list of class action cases I have been appointed as class counsel by the Court:

- *Molina et al v. Ace Homecare LLC*, 8:16-cv-02214-JDW-TGW (M.D. Fla) (appointed as class counsel in WARN Act case with approximately 500 class members);
- *Vazquez v. Marriott International, Inc.*, Case No.: 8:17-cv-00116-MSSSPF (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 20,000 class members);

- *Valdivieso v. Cushman & Wakefield, Inc.*, Case No.: 8:17-cv-00118-SDMJSS (M.D. Fla) (appointed as class counsel in deficient COBRA notice case with 2,000+ class members);
- *Rigney, et al., v. Target Corporation*, Case No.: 8:19-cv-01432-MSS-JSS (M.D. Fla) (served as class counsel in deficient COBRA notice case with 92,000+ class members)'
- *Luker v. Cognizant Technologies Solutions U.S. Corporation*, Case No.: 8:19-cv-01448-WFJ-JSS (M.D. Fla) (served as class counsel in wage case with 308 class members);
- *Boyd v. Task Management, Inc.*, Case No.: 8:20-cv-00780-MSS-JSS (M.D. Fla.) (appointed as class counsel in Fair Credit Reporting Act case involving 5,500 class members);
- *In re The Hertz Corporation, et al*, Case No.: 20-11218 (MFW) (Del. Bk.) (served as class counsel in WARN Act class action pursued in Bankruptcy court involving 6,000+ class members);
- *Kaintz v. The Goodman Group, Inc.*, 8:20-cv-02115-VMC-AAS (appointed as class counsel in deficient COBRA notice case with 2,889 class members);
- *Santiago et al v. University of Miami*, 1:20-cv-21784-DPG (appointed as class counsel in ERISA class action involving university retirement plan and approximately 20,000 class members);

- *Bermudez v. Westgate Resorts, Inc. et al.*, M.D. Fla. Case No. 6:19-cv01847-RBD-DCI (appointed class counsel in FCRA case involving over 8,000 class members).

11. I am confident that the proposed Class Representative, Raphyr Lubin (“Mr. Lubin”), will continue adequately representing the putative class members in this case.

12. At all times Mr. Lubin has actively participated in this case and represented the interests of the class members. He provided critical information utilized to draft the First and Second Amended Complaint, and has otherwise always been available to counsel in assisting with the prosecution of this case.

13. Mr. Lubin also attended mediation, participated in settlement discussions, and has otherwise been available to answer questions from counsel and participate in this litigation.

14. To my knowledge, no conflicts, disabling or otherwise, exist between Mr. Lubin and the putative class members.

15. I, along with my co-counsel, Luis A. Cabassa, Brandon J. Hill, and Amanda E. Heystek, have the desire, intention, financial resources, and ability to prosecute these claims in the face of strenuous opposition by Defendant. I also have no conflicts with any class members.

16. I support the Parties class action settlement as fair, reasonable, and adequate, and ask that the Court approve it.

I declare under penalty of perjury that the foregoing is true and correct.

Executed 6th day of May, 2026, in Tampa, Florida.

/s/Chad A. Justice
CHAD A. JUSTICE