

**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 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 December 2, 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 December 2, 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 December 2, 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 December 2, 2026, via U.S. Mail to Lubin v Starbucks Corp, c/o Settlement Administrator, PO Box 23309, Jacksonville, FL 32241-3309. 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 December	If you do not like the Settlement, or any of its specific terms, you may “object.”

2, 2026	To object, you must file a written objection with the Court and send a copy of your objection to the Settlement Administrator postmarked by December 2, 2026, via U.S. Mail to Lubin v Starbucks Corp, c/o Settlement Administrator, PO Box 23309, Jacksonville, FL 32241-3309. 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 January 6, 2027	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.

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 will be deducted, which Class Counsel estimates at \$75,000.00. 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 December 2, 2026. You can submit a completed claim form by U.S. Mail to the following address:

Lubin v. Starbucks Corp
c/o Settlement Administrator
P.O. Box 23309
Jacksonville, FL 32241-3309

All claim forms must be postmarked no later than December 2, 2026.

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 January 6, 2027, at 11:00 a.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 13A. 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 www.cobranoticeclassaction.com

The "Released Parties" are 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.

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 meet the requirements for your opt-out request. **Your opt-out request must be sent by first class U.S. Mail, postmarked on or before December 2, 2026. You must send your written opt out request to:**

Lubin v. Starbucks Corporation
c/o Settlement Administrator
P.O. Box 23309
Jacksonville, FL 32241-3309

If your written opt-out request is not postmarked on or before December 2, 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 in the box on page 3.

You must file any objection with the Clerk of the Court at the address below by December 2, 2026.

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-TGW), and the case name (*Lubin v. Starbucks Corporation*).

You must also send your objection by first class U.S. Mail, postmarked on or before December 2, 2026, to the Settlement Administrator at this address:

Lubin v. Starbucks Corp
c/o Settlement Administrator
P.O. Box 23309
Jacksonville, FL 32241-3309

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 January 6, 2027, at 11:00 a.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 13A. 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 below. You may also access the full Settlement Agreement and certain court filings in this case on this website, www.cobranoticeclassaction.com.

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: info@cobranoticeclassaction.com, Lubin v Starbucks Corp, c/o Settlement Administrator, P.O. Box 23309, Jacksonville, FL 32241-3309, (800) 566-0584.

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.