

If you are a Florida citizen who purchased non-prescription, non-promotional Costa sunglasses between July 28, 2013 and January 31, 2018, or were charged a fee by Costa between July 28, 2012 and January 26, 2025 to replace damaged sunglasses (for sunglasses purchased on or before January 31, 2018), you may be entitled to a cash payment from a Settlement.

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

- A \$21,750,000 settlement has been reached in a class action lawsuit against Costa Del Mar, Inc. (“Costa”). The lawsuit alleges that: (i) Costa’s promise to repair sunglasses for a “nominal fee” was false, unfair, deceptive, and likely to mislead a reasonable consumer; and (ii) Costa breached the “nominal fee” warranty when it charged consumers more than a nominal fee to repair sunglasses damaged by accident, normal wear and tear, or misuse.
- The Settlement Classes include: All citizens of the State of Florida who: (i) between July 28, 2013 and January 31, 2018, purchased non-prescription, non-promotional Costa sunglasses for personal use (**Purchase Class**) or (ii) were charged a fee by Costa between July 28, 2012 and January 26, 2025 to replace damaged components of their non-prescription, non-promotional Costa sunglasses (for sunglasses purchased on or before January 31, 2018) (**Repair Class**).
- If you are a Repair Class Member, you will automatically receive a *pro rata* (a legal term meaning equal share) cash payment from the Settlement Fund for each eligible repair. Your repairs must have exceeded \$11.95.
- If you are a Purchase Class Member, you can submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) cash payment from the Settlement Fund for each eligible purchase. Supporting documentation may be required to receive a cash payment for more than five (5) qualifying purchases.
- \$6,375,000 of the Settlement Fund will be allocated for the Purchase Class, and the remainder of the Settlement Fund will be allocated for the Repair Class after settlement administration costs and Class Counsel’s Attorneys’ Fees and Expenses have been deducted.

This Notice may affect your rights. Please read it carefully.

Your Legal Rights & Options		Deadline
Submit a Claim Form	If you are a Purchase Class Member, the only way to get a cash payment is to submit a timely and valid Claim Form. If you are a Repair Class Member you do not need to submit a Claim Form to receive a cash payment.	Submitted or Postmarked by: January 11, 2027
Exclude Yourself	Get no cash payment. Keep your right to file your own lawsuit against the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: January 19, 2027
Object to the Settlement	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Filed by: January 19, 2027
Do Nothing	Repair Class Members will receive a cash payment. Purchase Class Members will not get a cash payment. Give up your legal rights.	

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court must decide whether to approve the Settlement and Attorneys’ Fees and Expenses. No cash payments will be provided unless the Court approves the Settlement.

Questions? Go to www.CostaSunglassLitigation.com or call 1-833-558-0945

BASIC INFORMATION

1. Why is this Notice being provided?

A court authorized this Notice because you have the right to know about the settlement of this class action lawsuit and about all of your rights and options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what Settlement benefits are available, who is eligible for the Settlement benefits, and how to get them.

The Honorable Judge Bruce R. Anderson of the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida is overseeing this class action. The lawsuit is known as *Haney v. Costa Del Mar, Inc.*, Case No. 16-2017-CA-004794 (“lawsuit”). The individual who filed this lawsuit is called the “Plaintiff” and/or “Class Representative” and the company sued, Costa Del Mar, Inc., is called the “Defendant.”

In 2025, you may have previously received notice because the Court established or “certified” the lawsuit as a class action. This notice is now being provided to you because there has been a settlement.

2. What is a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt-out) from the class.

The Class Representative in this lawsuit is Plaintiff Brendan Haney.

THE LEGAL CLAIMS IN THE LAWSUIT

3. What is this lawsuit about?

The Class Legal Claims. This is a class action lawsuit brought under two statutes: (1) the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Fla. Stat. §§ 501.201, *et seq.*; and (2) the Magnuson-Moss Warranty Act (“MMWA”), 15 U.S.C. §§ 2301, *et seq.* The lawsuit alleges that Costa sold its non-prescription, non-promotional sunglasses with a warranty promising that, if sunglasses are damaged by accident, normal wear and tear, or misuse, Costa would replace scratched lenses, frames, and other parts for a “nominal fee.” The lawsuit alleges that Costa charged consumers more than a nominal fee for repairs as that term is commonly understood. The lawsuit further alleges that Costa did not disclose these repair charges to customers at the point of purchase, on its website, or over the phone before customers mailed in their sunglasses at their own expense.

Under the FDUTPA claim, the Plaintiff argues that Costa's “nominal fee” promise constitutes an unfair and deceptive trade practice because a reasonable consumer would believe that a “nominal” fee would be far less than what Costa actually charged for repairs. The Plaintiff seeks damages measured as the difference in value between Costa sunglasses with a lifetime of repairs for a nominal fee and Costa sunglasses without such a promise.

Under the MMWA claim, the Plaintiff argues that Costa's nominal fee repair promise constitutes a written warranty and that Costa breached that warranty by charging consumers more than a nominal fee to repair their sunglasses. Under the MMWA claim, Plaintiff seeks damages measured as the difference in what each class member paid to have his or her sunglasses repaired by Costa and what

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a jury determines to be a nominal fee, which Plaintiff contends is at most \$11.95. The Plaintiff also seeks costs of suit, pre- and post-judgment interest, and reasonable attorneys' fees.

Costa's Defenses. Costa denies that it engaged in any unfair or deceptive conduct as alleged in the lawsuit, denies the legal claims, and denies any wrongdoing or liability. Costa has raised numerous defenses, including:

- Costa contends that the language on its sunglasses packaging was not a promise to repair or a warranty but was marketing language.
- Costa contends that the fees it charged for repairs were, in fact, “nominal” and did not violate FDUTPA or the MMWA.
- Costa contends that class members who never saw the “nominal” language on the sunglass box cannot show that Costa’s conduct violated FDUTPA or caused them any injury.
- Costa contends that Plaintiff and class members did not rely on any promise made by Costa when they decided to purchase sunglasses, and that the “nominal” language did not become part of the basis of the bargain for the sunglasses.
- Costa contends that any express warranty was limited to manufacturer's defects, of which Plaintiff and class members do not complain.
- Costa contends that any warranty, guarantee, or other representation it made was fully satisfied.

Each of these defenses, if decided against the Plaintiff, could result in class members obtaining no relief from the lawsuit. The Court has not ruled on the merits of the legal claims or defenses. The Court has not made any determination that Costa engaged in any wrongdoing or violated any law. The Plaintiff and Costa have agreed to a settlement to avoid the risk, cost, and time of continuing the lawsuit. If the settlement is not approved, there is no assurance that the class will recover more than the settlement provides, or anything at all.

The Key Legal Issues. The Court has certified this lawsuit for treatment as a class action, but several legal issues remain that could affect your legal claims, including:

- Whether Costa's “nominal fee” repair promise, as printed on its sunglasses packaging, constitutes a “warranty” under the MMWA.
- Whether Costa's “nominal fee” promise for repairs constitutes a deceptive and unfair trade practice under FDUTPA.
- Whether the fees Costa charged for repairs exceed a “nominal fee” as a matter of law or fact.
- Whether the “nominal fee” language was part of the basis of the bargain of Plaintiff and each class member’s purchase of Costa sunglasses even for those individuals that never saw the language.
- Whether any warranty was limited to manufacturer's defects or covered damage from accident, normal wear and tear, or misuse.
- The amount that constitutes a “nominal fee” for sunglass repairs.
- The value of the “nominal fee” promise on Costa sunglasses.
- If the Plaintiff were to prevail, how much each class member should be paid.

These issues have not been decided in the lawsuit, and the outcome of each issue could affect the Plaintiff's and Class Members' rights.

Questions? Go to www.CostaSunglassLitigation.com or call 1-833-558-0945

4. Why is there a Settlement?

The Plaintiff and Costa do not agree about the legal claims made in this lawsuit. The lawsuit has not been decided by a jury, and the Court has not decided in favor of the Plaintiff or Costa. Instead, the Plaintiff and Costa have agreed to settle the lawsuit. The Class Representative, Costa, and their lawyers believe the Settlement is best for the Settlement Classes because of the Settlement benefits available and the risks and uncertainty associated with continuing the lawsuit.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am included in the Settlement?

The Settlement Classes include:

Purchase Class: All citizens of the State of Florida who, between July 28, 2013 and January 31, 2018, purchased non-prescription, non-promotional Costa sunglasses for personal use.

Repair Class: All citizens of the State of Florida who purchased non-prescription, non-promotional Costa sunglasses for personal use on or before January 31, 2018 and were charged a fee by Costa between July 28, 2012 and January 26, 2025 to replace damaged components of their non-prescription, non-promotional Costa sunglasses.

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

Yes. Excluded from the Settlement Classes are: Costa, any entity or division in which Costa has a controlling interest, their legal representatives, employees, officers, directors, assigns, and successors, and the judge and judge's staff to whom the Haney lawsuit is assigned.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to www.CostaSunglassLitigation.com or call toll-free 1-833-558-0945.

THE SETTLEMENT BENEFITS

8. What does this Settlement provide?

As a result of the Settlement, Costa has agreed to create a \$21,750,000 Settlement Fund.

If you are a Repair Class Member, you will automatically receive a *pro rata* (a legal term meaning equal share) cash payment for each eligible repair. Your repairs must have exceeded \$11.95.

If you are a Purchase Class Member, you can submit a Claim Form to receive a *pro rata* (a legal term meaning equal share) cash payment from the Settlement Fund for each eligible purchase. Supporting documentation may be required to receive a cash payment for more than five (5) qualifying purchases.

\$6,375,000 of the Settlement Fund will be allocated for the Purchase Class, and the remainder of the Settlement Fund will be allocated for the Repair Class after settlement administration costs and Class Counsel's Attorneys' Fees and Expenses have been deducted.

Any residual funds remaining in the Settlement Fund after distribution of the cash payments will be issued to Captains for Clean Water, subject to Court approval.

Questions? Go to www.CostaSunglassLitigation.com or call 1-833-558-0945

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

Unless you exclude yourself (opt-out), you will remain in the Settlement Classes. If the Settlement is approved and becomes final, all Court orders and any judgments will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

Section 9 of the Settlement Agreement describes the Releases, Released Claims, and Released Parties, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.CostaSunglassLitigation.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I submit a Claim Form?

If you are a Purchase Class Member, you must submit a timely and valid Claim Form to receive a cash payment as described above. Your Claim Form must be submitted online at www.CostaSunglassLitigation.com by **January 11, 2027**, or mailed to the Settlement Administrator at the address on the Claim Form, **postmarked by January 11, 2027**. Claim Forms are also available at www.CostaSunglassLitigation.com or by calling 1-833-558-0945 or by writing to:

Haney v. Costa Del Mar, Inc.
Settlement Administrator
PO Box 4153
Portland, OR 97208-4153

If you are a Repair Class Member, you do not need to submit a Claim Form to receive a cash payment.

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

12. What happens if my contact information changes?

If you change your mailing address or email address, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by writing to:

Haney v. Costa Del Mar, Inc.
Settlement Administrator
PO Box 4153
Portland, OR 97208-4153

13. When will I receive my cash payment?

Cash payments will be provided after the Settlement is approved by the Court and becomes final.

Questions? Go to www.CostaSunglassLitigation.com or call 1-833-558-0945

It may take time for the Settlement to be approved and become final. Please be patient and check www.CostaSunglassLitigation.com for updates.

14. What happens if I do nothing at all?

If you are a Repair Class Member and you do nothing, you will automatically receive a cash payment. If you are a Purchase Class Member and you do nothing, you will not get a cash payment. You will give up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Costa and the Released Parties about the legal claims that are released by the Settlement.

OPTION TO EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Classes and want to keep any right you may have to sue or continue to sue the Released Parties on your own about the legal claims in this lawsuit or the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from—or “opting-out” of—the Settlement.

15. How do I opt-out of the Settlement?

To exclude yourself from the Settlement, you must mail a written request for exclusion, which includes the following:

- 1) The case name - *Haney v. Costa Del Mar, Inc.*;
- 2) Your name and address;
- 3) Your personal physical signature; and
- 4) A statement that you want to be excluded from the Settlement Classes, such as “I hereby request to be excluded from the Settlement Classes in *Haney v. Costa Del Mar, Inc.*, Case No. 16-2017-CA-004794.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **January 19, 2027**:

Haney v. Costa Del Mar, Inc.
Settlement Administrator
PO Box 4153
Portland, OR 97208-4153

You cannot opt-out (exclude yourself) by telephone or by email.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where the opt-out has not been signed by each and every individual Settlement Class Member will not be allowed.

Please note per the United States Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

16. If I opt-out can I still get anything from the Settlement?

No. If you opt-out, you will not be able to receive a cash payment, and you will not be bound by the Settlement or any judgments in this lawsuit. If you are a Repair Class Member, you can only get a cash payment by staying in the Settlement Class. If you are a Purchase Class Member, you can only get a cash payment if you stay in the Settlement Class and submit a timely and valid Claim Form.

Questions? Go to www.CostaSunglassLitigation.com or call 1-833-558-0945

17. If I do not opt-out, can I sue Costa for the same thing later?

No. Unless you opt-out, you give up any right to sue any of the Released Parties for the legal claims this Settlement resolves and Releases, and you will be bound by all the terms of the Settlement, proceedings, orders, and judgments in the lawsuit. You must opt-out of this lawsuit to start or continue your own lawsuit or be part of any other lawsuit against the Released Parties about the Released Claims in this Settlement. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Attorneys' Fees and Expenses.

To object, you must file your timely written objection with the Court as provided below by **January 19, 2027**, and send by U.S. mail to Class Counsel and Costa's Counsel postmarked by **January 19, 2027**, stating you object to the Settlement in *Haney v. Costa Del Mar, Inc.*, Case No. 16-2017-CA-004794.

To file an objection, you cannot exclude yourself from the Settlement Classes. Your objection must include all of the following information:

- 1) The case name and number - *Haney v. Costa Del Mar Inc.*, Case No. 16-2017-CA-004794;
- 2) Your name, address, and telephone number;
- 3) The name, address, and telephone number of the lawyer representing you (if any);
- 4) The basis for your objection; and
- 5) A statement confirming whether you intend to appear at the Final Approval Hearing either with or without your lawyer.

To object, you must file your timely written objection with the Court by **January 19, 2027**, and send it by U.S. mail to Class Counsel, and Costa's Counsel postmarked by **January 19, 2027**, at the following addresses:

COURT	CLASS COUNSEL	COSTA'S COUNSEL
Clerk Fourth Judicial Circuit 501 W Adams St Jacksonville, FL 32202	Peter P. Hargitai Joshua H. Roberts Laura B. Renstrom Michael M. Gropper HOLLAND & KNIGHT LLP 50 North Laura St Suite 3900 Jacksonville, FL 32202	K. Issac deVyver MCGUIREWOODS LLP 260 Forbes Ave Suite 1800 Pittsburgh, PA 15222 Sara F. Holladay MCGUIREWOODS LLP 50 North Laura St Suite 3300 Jacksonville, FL 32202 Justin R. Opitz MCGUIREWOODS LLP 2601 Olive St Suite 2100 Dallas, TX 75201

Questions? Go to www.CostaSunglassLitigation.com or call 1-833-558-0945

Please note that, per the U.S. Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

Notice of Intention to Appear:

If you are a Settlement Class Member and you object, you have the right, but are not required, to attend the Final Approval Hearing.

- If you object to the Settlement and intend to appear at the Final Approval Hearing, your objection must also include your notice of intention, or that of your lawyer, to appear at the Final Approval Hearing by **January 19, 2027**.
- Your Notice of Intention to Appear must be served to Class Counsel and Costa's Counsel by **January 19, 2027**.
- Your Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that you will present to the Court in connection with the Final Approval Hearing.

19. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Classes. Opting out is telling the Court that you do not want to be part of the Settlement Classes. If you opt-out, you cannot object because you are no longer part of the Settlement.

THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in the lawsuit?

Yes. The Court appointed the lawyers below as "Class Counsel." They are experienced in handling similar class action lawsuits. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Peter Hargitai, Joshua
Roberts, Laura Renstrom, and
Michael Gropper
HOLLAND & KNIGHT LLP
50 N. Laura Street, Suite 3900
Jacksonville, FL 32202

21. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award Attorneys' Fees and Expenses in the total amount of \$7,303,605 from the Settlement Fund. If awarded by the Court, the Attorneys' Fees and Expenses will be paid from the Settlement Fund. The Court may award less than this amount.

Questions? Go to www.CostaSunglassLitigation.com or call 1-833-558-0945

THE FINAL APPROVAL HEARING

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement and Attorneys’ Fees and Expenses. You may attend and you may ask to speak if you file an objection by the deadline, but you do not have to.

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

The Court will hold a Final Approval Hearing on **March 23, 2027, at 9:00 a.m. ET** before the Honorable Bruce R. Anderson at the Fourth Judicial Circuit Courthouse, 501 W Adams St, Jacksonville, FL 32202. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement and Class Counsel’s Attorneys’ Fees and Expenses.

If there are objections that were filed by the deadline, the Court will consider them. If you file a timely objection, and you (or your lawyer) ask to speak at the hearing, the Court may hear objections at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change without further notice to the Settlement Classes. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.CostaSunglassLitigation.com to confirm the date and time of the Final Approval Hearing have not changed.

23. Do I have to attend the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you file an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you file your written objection by the deadline, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes. You may ask to speak at the Final Approval Hearing if you object. To do so, you (or your lawyer) must file a Notice of Intention to Appear with the Court, Class Counsel, and Costa’s Counsel.

Your Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that you will present to the Court in connection with the Final Approval Hearing.

GETTING MORE INFORMATION

25. How do I get more information about the Settlement?

This Notice summarizes the Settlement. Complete details about the Settlement are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.CostaSunglassLitigation.com. You may get additional information at www.CostaSunglassLitigation.com, by calling toll-free 1-833-558-0945, or by writing to:

Haney v. Costa Del Mar, Inc.
Settlement Administrator
PO Box 4153
Portland, OR 97208-4153

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE
REGARDING THIS NOTICE.**

Questions? Go to www.CostaSunglassLitigation.com or call 1-833-558-0945