

If you are a U.S. citizen who purchased non-prescription Costa sunglasses before January 1, 2016, and paid Costa a warranty fee to repair or replace those sunglasses damaged by a manufacturer's defect from August 20, 2013 to February 29, 2020, you may be eligible for a cash payment from a Settlement.

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

- A \$4,095,000 Settlement has been reached in a class action lawsuit against Costa Del Mar, Inc. ("Costa"). The lawsuit alleges that Costa violated the Magnusson-Moss Warranty Act because Settlement Class Members that purchased Costa sunglasses backed by a "Lifetime Warranty" within the applicable class period, paid Costa a fee to repair or replace those sunglasses damaged by a manufacturer's defect. Costa denies any wrongdoing. The parties have reached an agreement to settle the lawsuit.
- The Settlement Class includes: All citizens in the United States who (i) purchased a pair of non-prescription Costa sunglasses prior to January 1, 2016; and (ii) paid Costa a warranty fee to repair or replace those sunglasses damaged by a manufacturer's defect from August 20, 2013, to February 29, 2020.
- If you are a Settlement 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 payment amount will be determined after settlement administration costs and Attorneys' Fees and Expenses have been deducted from the Settlement Fund.

This Notice may affect your rights. Please read this notice carefully.

Your Legal Rights & Options		Deadline
EXCLUDE YOURSELF	Get no cash payment. Keep your right to file your own lawsuit against Costa and the Released Parties about the Released Claims that are released by the Settlement in this lawsuit.	Postmarked by: October 8, 2026
OBJECT	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. You will still automatically receive a cash payment.	Filed by: October 8, 2026
DO NOTHING	Receive 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.CostaSunglassWarrantySettlement.com
or call 1-877-502-7701**

BASIC INFORMATION

1. What is this Notice about?

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.

Judge Robert M. Dees of the Circuit Court, Fourth Judicial Circuit, of Duval County, Florida, is overseeing this lawsuit. The lawsuit is known as *Smith v. Costa Del Mar, Inc.*, Case No. 16-2025-CA-004472. 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."

You may have received a notice in connection with a settlement of this lawsuit known as *Smith v. Costa Del Mar, Inc.*, Case No. 3:18-CV-1011-TJC-LLL, in the United States District Court, Middle District of Florida. That settlement was vacated and is no longer in effect.

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 claims of 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 R. Troy Smith.

THE LEGAL CLAIMS IN THE LAWSUIT

3. What is the lawsuit about?

The Class Legal Claims. This is a class action lawsuit brought under 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 "Lifetime Warranty" against manufacturer's defects. The lawsuit alleges that Costa's "Lifetime Warranty" constitutes a "full warranty" under the MMWA, which requires warrantors to remedy defects in a consumer product "without charge." The lawsuit further alleges that, despite offering a full "Lifetime Warranty," Costa charged consumers a fee of \$11.95 plus tax per warranty claim to repair or replace sunglasses damaged by a manufacturer's defect, in violation of the MMWA. The Plaintiff argues that each class member who paid a warranty processing fee should be entitled to recover the fee Costa charged, because the MMWA requires that Costa honor its full warranty "without charge." The Plaintiff also seeks costs of suit, pre- and post-judgment interest, and reasonable attorneys' fees.

Costa performed approximately 909,685 warranty repairs during the class period. Under the MMWA, class members may be entitled to recover the amount of the processing fee (\$11.95 plus tax) that they paid for each repair of Costa sunglasses damaged by a manufacturer's defect during the class period.

Costa's Defenses. Costa denies that it violated the MMWA or engaged in any illegal warranty practices as alleged in the lawsuit, denies the legal claims, and denies any wrongdoing or liability. Costa has raised numerous defenses, including:

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- Costa contends that its warranty at all times clearly disclosed the processing fee to consumers and that the warranty fee was otherwise permissible.
- Costa contends that some or all of the warranty processing fee was for incidental or other expenses permitted to be recovered under the MMWA.
- Costa contends that Plaintiff filed his legal claim too late and that his claim is barred by a statute of limitations, because the warranty repair at issue occurred in 2015 but this lawsuit was not filed until 2025.
- Costa contends that this case is not properly certifiable as a class action because Plaintiff cannot satisfy the requirements of Florida law for class actions.

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. Several legal issues remain to be decided in the lawsuit that could affect your legal claims, including:

- Whether the case is properly certifiable as a class action under Florida law.
- Whether Costa's "Lifetime Warranty" constitutes a "full warranty" under the MMWA.
- Whether the \$11.95 processing fee Costa charged per warranty claim violates the MMWA's requirements.
- Whether some or all of the warranty processing fee was for incidental or other expenses and, if so, whether those expenses are permitted to be recovered under the MMWA.
- Whether the lawsuit is barred by an applicable statute of limitations.
- 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.

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 gone to trial, 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 Class because of the Settlement benefits available and the risks and uncertainty associated with continuing the lawsuit.

5. What if I received previous communications regarding this lawsuit?

You may have received a notice in connection with a settlement of this lawsuit known as *Smith v. Costa Del Mar, Inc.*, Case No. 3:18-CV-1011-TJC-LLL, in the United States District Court, Middle District of Florida. That settlement was vacated and is no longer in effect.

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WHO IS INCLUDED IN THE SETTLEMENT?

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

You are a Settlement Class Member if you are a citizen in the United States who (i) purchased a pair of non-prescription Costa sunglasses prior to January 1, 2016; and (ii) paid Costa a warranty fee to repair or replace those sunglasses damaged by a manufacturer's defect from August 20, 2013, to February 29, 2020.

7. Are there exceptions to being included in the Settlement Class?

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

8. What if I am still not sure if I am in the Settlement Class?

If you are still not sure whether you are a Settlement Class Member, you can get free help at www.CostaSunglassWarrantySettlement.com, by calling 1-877-502-7701, or writing to the lawyers in this lawsuit, at the address listed below.

THE SETTLEMENT BENEFITS

9. What does this Settlement provide?

As a result of the Settlement, Costa has agreed to create a \$4,095,000 Settlement Fund.

If you are a Settlement Class Member, you will automatically receive a *pro rata* (a legal term meaning equal share) cash payment for each eligible repair.

For purposes of calculating the cash payment amount, the Settlement Administrator must first distribute funds in the Settlement Fund for the payment of Attorneys' Fees and Expenses and Settlement Administration costs.

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

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

Unless you exclude yourself (opt-out), you will remain in the Settlement Class and automatically receive a cash payment. 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 Costa or the Released Parties about the Released Claims in this lawsuit. The specific rights you are giving up are called "Released Claims."

11. 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.CostaSunglassWarrantySettlement.com. For questions regarding the Releases, Released Claims, or Released Parties and what the language in the Settlement Agreement means, you

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can also contact Class Counsel listed below for free, or you can talk to your own lawyer at your own expense.

12. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will automatically receive 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.

13. 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, including any change in contact information since you submitted your warranty claim to Costa. You may notify the Settlement Administrator of any changes by writing to:

Smith v. Costa Del Mar, Inc.
Settlement Administrator
PO Box 4290
Portland, OR 97208-4290

14. When will I receive my cash payment?

If you are a Settlement Class Member and you do not opt-out, your automatic cash payment will be provided after the Settlement is approved by the Court and becomes final. You will be given the option to select a payment method in your email or at www.CostaSunglassWarrantySettlement.com.

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

OPTION TO EXCLUDE YOURSELF OR OPT-OUT OF THE SETTLEMENT

If you are a member of the Settlement Class 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 - *Smith 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 Class, such as “I hereby request to be excluded from the Settlement Class in *Smith v. Costa Del Mar, Inc.*, Case No. 16-2025-CA-004472.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **postmarked** by **October 8, 2026**:

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or call 1-877-502-7701**

Smith v. Costa Del Mar, Inc.
 Settlement Administrator
 PO Box 4290
 Portland, OR 97208-4290

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.

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.

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

No. If you opt-out, you will not receive a cash payment, and you will not be bound by the Settlement or any judgments in this lawsuit. You can only get a cash payment if you stay in the Settlement Class.

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 **October 8, 2026**, and send by U.S. mail to Class Counsel and Costa’s Counsel **postmarked** by **October 8, 2026**, stating you object to the Settlement in *Smith v. Costa Del Mar, Inc.*, Case No. 16-2025-CA-004472.

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

- 1) The case name and number - *Smith v. Costa Del Mar, Inc.*, Case No. 16-2025-CA-004472;
- 2) Your full name, mailing address, and telephone number;
- 3) The name, mailing address, and telephone number of the lawyer representing you (if any);
- 4) The basis for the objection;
- 5) A statement confirming whether you intend to personally appear at the Final Approval Hearing either with or without your lawyer; and

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To object, you must file your timely written objection with the Court by **October 8, 2026**, and send it by U.S. mail to Class Counsel, and Costa's Counsel **postmarked** by **October 8, 2026**, 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

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 **October 8, 2026**.
- Your Notice of Intention to Appear must be served to Class Counsel and Costa's Counsel by **October 8, 2026**.
- 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 Class. Opting-out is telling the Court that you do not want to be part of the Settlement Class. If you opt-out, you cannot object because you are no longer part of the Settlement.

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THE LAWYERS REPRESENTING YOU

20. Do I have a lawyer in this 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 \$1,200,000 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.

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 **January 20, 2027, at 9:30 a.m.** before the Honorable Robert M. Dees, Circuit Judge, 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 Class. The Court may also decide to hold the hearing via video conference or by telephone. You should check the Settlement Website www.CostaSunglassWarrantySettlement.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.

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or call 1-877-502-7701**

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.CostaSunglassWarrantySettlement.com. You may get additional information at www.CostaSunglassWarrantySettlement.com, by calling toll-free 1-877-502-7701, or by writing to:

Smith v. Costa Del Mar, Inc.
Settlement Administrator
PO Box 4290
Portland, OR 97208-4290

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

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