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IN THE CIRCUIT COURT, FOURTH JUDICIAL CIRCUIT, IN AND FOR DUVAL COUNTY, FLORIDA

**CLASS REPRESENTATION**

Case No. 16-2017-CA-004794-XXXX-MA
Division CV-E

BRENDAN HANEY, individually and on behalf of all others similarly situated,

Plaintiff,

v.

COSTA DEL MAR, INC.,

Defendant.

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**ORDER CERTIFYING SETTLEMENT CLASSES, PRELIMINARILY APPROVING CLASS SETTLEMENT, APPROVING CLASS NOTICE AND NOTICE PLAN, AND SCHEDULING FINAL APPROVAL HEARING**

This Cause is before the Court on "Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement and Approval of Class Notice" filed August 26, 2026 (the "Motion"). The Motion is unopposed. The Court held a hearing on the Motion on September 10, 2026. Upon review of the Motion, its supporting exhibits, the documents and evidence on file in this matter, and the arguments of counsel at the hearing, and being duly advised in the premises, the Court finds that the Motion is due to be granted.

## I. Certification of the Settlement Classes

As a preliminary request, Plaintiff asks the Court to certify the following settlement classes:

**The "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.

**The "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, to January 26, 2025, to replace damaged components of their non-prescription, non-promotional Costa sunglasses.

(collectively, the "Settlement Classes"). The Settlement Classes exclude Defendant, Costa Del Mar, Inc. ("Costa"), any entity or division in which Costa has a controlling interest, these entities' legal representatives, employees, officers, directors, assigns, and successors, and the judicial staff assigned to this action. In addition, the repair fee charged to Repair Class members must exceed $11.95 to qualify for compensation.

The Court previously certified the following classes:

> **Prior Purchase Class:**
>
> All citizens of the State of Florida who, within the four years preceding the filing of the Complaint, purchased nonprescription, non-promotional Costa sunglasses for personal use.
>
> **Prior Repair Class:**
>
> All citizens of the State of Florida who, within the five years preceding the filing of the Complaint, were charged a fee by Costa to replace damaged components of the non-prescription, non-promotional Costa sunglasses.

The Court finds that the slight modifications of the previously certified classes do not disturb the Court's prior findings on the requirements for class certification under Rule 1.220. That is, the Settlement Classes continue to meet all of Rule 1.220(a)'s requirements, including the requirements of numerosity, commonality, typicality, and adequacy, and Rule 1.220(b)(3)'s predominance and superiority requirements for the reasons set forth in the Motion and the Court's previous orders on class certification. Accordingly, the Court will modify its previous certification and certify the Settlement Classes for purposes of the instant class-action settlement.

## II. Preliminary Settlement Approval

The Motion next asks the Court to preliminarily approve the Settlement Agreement[1] and Limited Release attached as Exhibit 1 to the Motion (the "Settlement"). Among other things, the Settlement provides that Costa will pay $21.75 million to a qualified settlement fund, with $6.375 million allocated to the Purchase Class, and the remainder after deduction of approved attorney's fees and expenses and settlement administration costs made available to members of the Repair Class. Settlement Class members will be paid by paper check, Venmo, PayPal, or Zelle, based on each Settlement Class member's preference. The Settlement calls for no reverter and a *cy pres* distribution to the Captains for Clean Water organization. Based on current estimates of administration costs and attorney's fees and expenses, members of the Purchase Class are expected to receive approximately $51 per claim, while members of the Repair Class are expected to receive approximately $42 per claim.

A class-action settlement should be approved if it is fair, reasonable, and adequate. *Nelson v. Wakulla Cnty.*, 985 So. 2d 564, 570 (Fla. 1st DCA 2008). In making this determination, courts consider *inter alia* (A) the likelihood of success at trial; (B) the range of possible recoveries and the point over or below that range at which a settlement is fair, adequate, and reasonable; (C) the complexity, expense, and duration of the litigation; (D) the substance and amount of opposition to the settlement; and (E) the stage of the proceedings at which the settlement was achieved. *Id.* at 570. The Court examines these and other factors below.

[1] The terms and conditions in the Agreement are hereby incorporated as though fully set forth in this Order, and capitalized items in this Order shall have the meanings attributed to them in the Agreement.

### A. Likelihood of Success at Trial

While Plaintiff expresses confidence in his ability to prevail at trial, Plaintiff acknowledges that Costa advanced several defenses to liability and/or damages that could result in Settlement Class members recovering nothing or recovering less than the relief afforded by the Settlement. The Settlement provides the Settlement Classes with substantial monetary benefits while avoiding the costs, risks, and delays inherent in a complex class-action trial, which would likely be followed by an appeal involving a number of the Court's legal determinations. Because the Settlement provides substantial relief to the Settlement Classes while eliminating the risk of an adverse ruling, the Court finds that the Settlement is in the Settlement Classes' best interests and that the likelihood-of-success factor weighs heavily in favor of preliminary approval.

### B. Range of Possible Recoveries

In determining the range of possible outcomes, courts consider each side's arguments, accepting the defendant's arguments for the low end and accepting the plaintiff's arguments for the high end. *E.g.*, *Andrews v. Ocean Reef Club, Inc.*, No. 91-20-575-CA-18, 1993 WL 563622, at *7 (Fla. 16th Cir. Ct. Jan. 22, 1993) (citing *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 541 (S.D. Fla. 1988)). Applying this approach, the low end of possible recoveries is $0.00 if Costa were to prevail on its defenses to liability. The high end for the Purchase Class would be the full value of the "nominal fee" repair warranty. Plaintiff's expert concluded this amount is approximately $72.57. For the Repair Class, the high-end recovery would be the difference between a "nominal fee," as determined by the jury, and the amount each Repair Class member paid to obtain a repair of their Costa sunglasses. Plaintiff's expert testified that the weighted average of repair prices paid by Repair Class members was $84.52. So, if the jury determined that a "nominal fee" is $1, the highest possible average recovery for the Repair Class would be $83.52. The Court thus

finds that the range of possible recoveries in this action is $0.00 to $72.57 for the Purchase Class and $83.52 for the Repair Class.

As noted above, the expected recoveries under the Settlement are significant. Plaintiff estimates that the recoveries will amount to $51 per claim for the Purchase Class and $42 per claim for the Repair Class, which fits within the ranges determined above and, for both Settlement Classes, lie closer to the high end than the low end. Under these circumstances, the Court finds that the range of possible recoveries indicates that the Settlement is fair, adequate, and reasonable and supports preliminary approval.

### C. Complexity, Expense, and Duration of Further Litigation

The claims and defenses in this action are complex, and further litigation, including another class-action trial and exhaustion of all appeals would undoubtedly be expensive, require the expenditure of significant private and public resources, and take meaningful time. That the Settlement avoids the complexity, expense, and duration of further litigation enhances its fairness and adequacy and thus weighs in favor of preliminary approval.

### D. Substance & Amount of Opposition to the Settlement

Because the Settlement Classes have not yet been notified of the Settlement or given the opportunity to object or opt out, consideration of this factor is premature. The Court will consider this factor, if necessary, during final approval proceedings.

### E. Stage of the Proceedings

The Court finds that the stage of the proceedings also weighs in favor of the Settlement. This action and other related actions against Costa concerning similar issues have been pending for approximately nine years. Substantial discovery has been obtained from Costa, and expert reports have been prepared on various relevant issues. The case proceeded to trial in January 2026, but a verdict was not obtained. Plaintiff and Class Counsel thus have sufficient familiarity with the

relevant facts and law to properly assess the strengths and weaknesses of the claims and defenses and to evaluate the Settlement in light of those strengths and weaknesses.

At the same time, the tasks remaining to be completed before the Settlement Classes obtain relief in the absence of a Settlement, including trial and exhaustion of appeals, are significant, so the proceedings remain far enough from final resolution that the Settlement confers substantial benefits to the Settlement Classes by reducing costs and delays. The Settlement Classes have already experienced significant delays in obtaining relief, and, without a settlement, it could still be years before the Settlement Classes recover anything (if Plaintiff ultimately succeeds). For these reasons, the Court finds that the stage of the proceedings weighs in favor of approval.

**F. Other Factors**

In addition to the factors considered above, the Court considers circumstances indicating that the Settlement is the result of "lengthy, hard-fought, adversarial, arm[']s length negotiations." *Lazarus v. City of Hallandale Beach*, No. 10-29090 21, 2013 WL 6331156, at *3 (Fla. 17th Cir. Ct. Apr. 22, 2013). Specifically, as discussed above, this action and other claims against Costa handled by Class Counsel have been pending for many years, with both sides investing substantial resources. The Court finds this indicative that the parties have not engaged in collusion in reaching the Settlement. In addition, the Court notes the involvement of mediator Terrence M. White in the parties' negotiation of the Settlement and finds that the involvement of a mediator is a further indication that the Settlement is not collusive. *See, e.g.*, *D'Amato v. Deutsche Bank*, 236 F.3d 78, 85 (2d Cir. 2001); *Holman v. Student Loan Xpress, Inc.*, No. 8:08-cv-305, 2009 WL 4015573, at *5 (M.D. Fla. Nov. 19, 2009).

* * *

For the foregoing reasons, the Court makes a preliminary finding that the Settlement is fair, reasonable, and adequate, such that it is appropriate to proceed with notice and schedule a final

approval hearing, as set forth below. In addition, consistent with the terms of the Settlement and in light of evidence that Epiq Class Action & Claims Solutions ("Epiq") is a nationally recognized and well-regarded provider of class-action administration services that can effectively administer the Settlement, the Court approves the designation of Epiq as the Settlement Administrator.

## III. Approval of Notice Plan

The Motion next asks the Court to approve the form of and manner of disseminating notice of the Settlement to the Settlement Classes. Rule 1.220 provides as follows with respect to notice:

> As soon as is practicable after the court determines that a claim or defense is maintainable on behalf of a class, notice of the pendency of the claim or defense shall be given by the party asserting the existence of the class to all the members of the class. The notice shall be given to each member of the class who can be identified and located through reasonable effort and shall be given to the other members of the class in the manner determined by the court to be most practicable under the circumstances. . . . The notice shall inform each member of the class that (A) any member of the class who files a statement with the court by the date specified in the notice asking to be excluded shall be excluded from the class, (B) the judgment, whether favorable or not, will include all members who do not request exclusion, and (C) any member who does not request exclusion may make a separate appearance within the time specified in the notice.

Fla. R. Civ. P. 1.220(d)(2). The rule further provides that "[n]otice of any proposed . . . compromise [of a certified class action] shall be given to all members of the class as the court directs." Fla. R. Civ. P. 1.220(e).

The Court previously approved a notice plan following its initial class certification ruling in this action, and Plaintiff and Epiq effectuated notice consistent with the approved plan. Epiq has now designed a program to notify the Settlement Classes of the Settlement that is consistent with the efforts the Court has previously found sufficient. Specifically, with respect to content, Plaintiff proposes to issue notice of the Settlement to known Settlement Class members in substantially the forms shown in Exhibit 1 to the Settlement (the "Individual Settlement Notice"). The Individual Settlement Notice comprises short-form, long-form, and postcard notices which, together and as

appropriate to each medium, contain plain and concise descriptions of the nature of the action, the history of the litigation, the terms of the Settlement, the rights and obligations of each Settlement Class member, and the applicable procedures and deadlines. Notice of the Settlement will also be published to unknown Settlement Class members via targeted digital advertising through Google Display Network, Yahoo!, Bing, Facebook, and Instagram, tailored to the State of Florida. The form of the digital advertising to absent Settlement Class members is also attached to the Settlement as Exhibit 2.

Plaintiff proposes to disseminate notice to the Settlement Classes through the procedures set forth in the Declaration of Cameron R. Azari attached as Exhibit 3 to the Motion (the "Notice Plan"). Epiq, as administrator of the previously certified classes, already obtained data for identifying Settlement Class members available in Costa's records at the class-certification stage. Costa maintains electronic records containing email addresses, phone numbers, and mailing addresses for members of the Repair Class because they sent sunglasses to Costa for repair, communicated with Costa by email and telephone, and had their sunglasses returned by mail. Costa's records also include contact information for members of the Purchase Class who purchased sunglasses directly from Costa. Epiq intends to utilize this data to provide individual email notice to all identified Settlement Class members for whom a valid email address is available after using standard email validation tools. Epiq will then send postcard notice to identified Settlement Class members with an associated mailing address for whom valid email addresses are unavailable or for whom email notice is undeliverable after multiple attempts. The parties anticipate that these methods will provide individual notice directly to the majority of the members of the Settlement Classes.

In addition to individual notice, Epiq will use an internet digital notice campaign described in the Azari Declaration to reach unknown Settlement Class members. The campaign is expected

to generate approximately 45.4 million impressions geo-targeted to the State of Florida and will direct recipients to a Settlement website, which will further enhance the reach of the notice campaign. Azari provides additional details about the Settlement website and other efforts to reach absent members of the Settlement Classes in his declaration. Azari calculates that the Notice Plan will reach at least 70% of Settlement Class members.

Based on the foregoing, the Court finds that the Notice Plan is designed to give individual notice to all members of the Settlement Classes who can be identified and located through reasonable efforts and notice to other members of the Settlement Classes in the manner most practicable under the circumstances. The content of the notices apprises members of the Settlement Classes of the relevant information, including the pendency and settlement of this class action, the rights of Settlement Class members to opt out of the Settlement Classes or to object to the terms of the Settlement, and Class Counsel's fee application. The Court thus finds that the Notice Plan constitutes the best notice practicable under the circumstances and otherwise meets the requirements of Rule 1.220(d)(2) and due process under the United States and Florida constitutions. Accordingly, the Individual Settlement Notice and Notice Plan are due to be approved.

## IV. Further Proceedings

In accordance with Rule 1.220(e), the Court will schedule a final approval hearing before determining whether to finally approve the Settlement. At the final approval hearing, the Court will hear evidence and argument relevant to this determination, including consideration of any properly submitted objections. The procedures and deadlines for submitting objections to the Settlement are specified below. The Court will also consider Plaintiff's unopposed motion for attorney's fees and costs at the final approval hearing.

Accordingly, it is hereby ORDERED and ADJUDGED as follows:

1. Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement and Approval of Class Notice filed on August 26, 2026, is **GRANTED**.

2. Plaintiff's request for certification of the Settlement Classes is **GRANTED**.

   a. The Court **MODIFIES** the previously certified classes and **CERTIFIES** the following Settlement Classes for settlement purposes only:

      **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, to January 26, 2025, to replace damaged components of their non-prescription, non-promotional Costa sunglasses.

      The classes exclude Costa, any entity or division in which Costa has a controlling interest, these entities' legal representatives, employees, officers, directors, assigns, and successors, and the judge and judicial staff assigned to this action. In addition, the repair fee charged to Repair Class members must exceed $11.95 to qualify for compensation.

   b. The Court **APPOINTS** Plaintiff, Brendan Haney, as representative of the Settlement Classes.

   c. The Court **APPOINTS** Peter P. Hargitai, Joshua H. Roberts, Laura B. Renstrom, and Michael M. Gropper of Holland & Knight as counsel to the Settlement Classes.

3. Plaintiff's request for preliminary approval of the Settlement is **GRANTED**.

a. The Court **PRELIMINARILY APPROVES** the Settlement. The Court will consider final approval of the Settlement at a final approval hearing. The Court authorizes the Parties to take such further steps as necessary and appropriate to establish the means necessary to implement the terms of the Settlement.

b. If the Settlement is terminated as provided in Section 12 of the Settlement Agreement or any specified material term or condition of the Settlement is not satisfied as provided in Section 12 thereof, then this Order may not be introduced as evidence or referred to in any actions or proceedings by any person or entity and shall be treated as vacated *nunc pro tunc* (except as to Paragraph 3(c) of this Order), and each party shall be restored to their respective position in this action as it existed prior to execution of the Settlement.

c. Neither this Order, the fact that settlement was reached and filed, the Settlement, nor any other related negotiations, statements, or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of Costa, the Class Representative, or the members of the Settlement Classes. This Order is not a finding of the validity or invalidity of any of the claims or defenses asserted in this action. In no event shall this Order, the fact that a settlement was reached, the Settlement, or any negotiations relating to it in any way be used in this action, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity to argue that Costa is liable for the actions alleged in this action or that a class can or should be certified for any reason, except for purposes of settle-

ment. The only exception to this provision shall be that the Parties may refer to the settlement, Settlement Agreement, and any court orders to take actions in furtherance of the Settlement.

d. The Court **APPROVES** designation of Epiq as Settlement Administrator. The Settlement Administrator is hereby authorized to establish, in accordance with the terms of the settlement, a qualified settlement fund within the meaning of Treasury Regulation Section 1.468B-1, promulgated under Section 468B of the Internal Revenue Code of 1986, as amended.

4. Plaintiff's request for approval of the Notice Plan is **GRANTED**. The Court finds that the Notice Plan complies with Due Process and all applicable laws.

a. The Court **APPROVES** the form and content of the parties' proposed (i) notices attached as Exhibits 1 and 2 to the Settlement and (ii) Claim Form for the members of the Purchase Class attached as Exhibit 3 to the Settlement.

b. The Court **APPROVES** the proposed distribution procedure set forth in the Notice Plan described in Exhibit 3 to the Motion.

c. The Court **AUTHORIZES** the parties to modify the content of the notices and/or the Notice Plan and to reasonably extend any notice-related deadline as the parties jointly deem necessary and appropriate without further Court action or approval, provided that the sufficiency of notice in light of any modifications will be subject to consideration at the final approval hearing.

d. The Court **DIRECTS** the Settlement Administrator to establish the settlement website and disseminate notice in accordance with the Notice Plan no later than **TWENTY-ONE DAYS** after the date of this Order.

e. The Court further **DIRECTS** that the costs of implementing the Notice Plan, including creating and maintaining the settlement website, processing claims, and other costs of administering the Settlement shall be paid from the qualified settlement fund in accordance with the Settlement.

5. Plaintiff's request of the Court to schedule a final approval hearing is **GRANTED**.

a. **Final Approval Hearing:** The Court **SETS** a final approval hearing to take place on **March 23, 2027 at 9:00 a.m. ET** at the Duval County Courthouse, 501 West Adams Street, Jacksonville, Florida 32202. At the final approval hearing, the Court will address a motion for final approval of the Settlement, any pending objections to the Settlement, and Class Counsel's motion for attorney's fees and costs. To the extent not already accomplished, Plaintiff shall file a notice of the final approval hearing and include Plaintiff's unopposed motion for attorney's fees and costs. Approved attorneys' fees and expenses will be paid from the qualified settlement fund in accordance with the Settlement Agreement. The Court may continue the date of the final approval hearing without further notice to the Settlement Classes and retains jurisdiction to consider all further applications arising out of or connected with the Settlement. The Court may approve the Settlement with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Settlement Classes.

b. **Claims of Purchase Class Members:** Any members of the Purchase Class who wish to submit a claim shall do so using the Claim Form attached as Exhibit 3 to the Settlement. All claim forms must be submitted to the Settlement Administrator on or before **January 11, 2027** (the "Claim Deadline"), which is **ONE**

**HUNDRED AND ELEVEN DAYS** from the date of this Order. Any claims submitted to the Settlement Administrator after the Claim Deadline shall be considered untimely and invalid. The claim form shall be available on the settlement website as a downloadable .pdf document, which can be completed and submitted to the Settlement Administrator by mail or online through the settlement website's online claim portal. Each member of the Purchase Class shall be entitled to claim up to five purchases of qualifying Costa sunglasses without supporting documentation. The Settlement Administrator may require supporting documentation for claims exceeding five purchases of qualifying Costa sunglasses. The Settlement Administrator shall receive and process claim forms received from the members of the Purchase Class to determine whether submitted claims are timely, valid, and complete. If the Settlement Administrator determines that a claim is incomplete or invalid, or if a claim is received after the Claim Deadline, the claim shall be denied without further notice to the Class member. The online claim portal shall be configured to only accept claims that are deemed to be timely and complete. Members of the Purchase Class who submit a claim by means other than through the online claim portal that is determined to be untimely, invalid, or incomplete shall be notified by mail or email of any deficiencies in their claim and will have the opportunity to correct the deficiencies by responding to the notice by mail or email to the Settlement Administrator no later than twenty-one days after the date of the Settlement Administrator's notice. A claim for the Purchase Class shall be considered approved when the Settlement Administrator deems it timely, valid, and complete.

Any person who is a member of both the Repair Class and the Purchase Class shall participate in the Settlement only as a member of the Repair Class.

c. **Exclusion/Opt-Out:** Any members of the Settlement Classes who wish to be excluded must send a written request to be excluded to the Settlement Administrator that is *postmarked* with a date no later than **January 19, 2027**, which is **ONE HUNDRED AND EIGHTEEN DAYS** from the date of this Order. The request must:

   i. identify the case name;

   ii. provide the name and address of the person requesting exclusion;

   iii. be personally signed by the person requesting exclusion; and

   iv. contain a statement that indicates a desire to be excluded from the Settlement Classes, such as "I hereby request that I be excluded from the proposed Settlement Classes in *Haney v. Costa Del Mar, Inc.*, Case No. 16-2017-CA-004794."

Mass or class opt outs shall be void. If a class member submits a timely and proper request for exclusion, the class member's claims will be dismissed without prejudice. All class members who do not exclude themselves from the Settlement Classes by properly and timely submitting a request to be excluded shall be bound by all determinations and judgments in this action concerning the Settlement, whether favorable or unfavorable. Pending final determination of whether the Settlement should be approved, and upon expiration of the Notice Period defined in the Settlement, all class members who do not timely and validly exclude themselves from the Settlement Classes and anyone who purports

to act on their behalf will be barred from directly or indirectly maintaining, commencing, prosecuting, or pursuing directly, representatively, or in any other capacity, any released claim subsumed and covered by the release in the Settlement, including in any court or arbitration forum.

d. **Objections:** Any members of the Settlement Classes (other than Plaintiff) who wish to object to the Settlement must do so no later than **January 19, 2027** (the "Objection Deadline"), which is **ONE HUNDRED AND EIGHTEEN DAYS** from the date of this Order. Any such objection must be made in writing, filed with the Court, mailed to Class Counsel and counsel for Costa with a *postmark* on or before the Objection Deadline. To be considered, the objection must be timely filed and mailed and include:

i. the case name and number;

ii. the objector's full name, mailing address, and telephone number;

iii. the name, mailing address, and telephone number of the lawyer representing the objector, if any;

iv. the basis for the objection; and

v. a statement on whether the objector intends to personally appear at the final approval hearing either with or without a lawyer.

No individual may be heard at the final approval hearing if that individual has not complied with these requirements. Any individual who fails to comply with these requirements will be deemed to have waived any right to object and any objection to the Settlement.

e. **<u>Motion for Final Approval of Settlement:</u>** After expiration of the Notice Period, as defined in the Settlement Agreement, and at least **FOURTEEN DAYS** prior to the final approval hearing, Plaintiff shall file a motion for final approval of the Settlement. Plaintiff shall include a declaration by the Settlement Administrator outlining the manner in which the Settlement Administrator has provided notice to the Settlement Classes. Plaintiff shall also include a list of the names of members of the Settlement Classes who have:

i. requested exclusion from the Settlement Classes as provided in the notice, or

ii. submitted objections to the Settlement as provided in the notice.

Plaintiff shall also file copies of any requests for exclusion from the Settlement Classes and copies of any objections to the Settlement, if not otherwise filed in the Court record.

f. If the Settlement is finally approved, the Releasors shall release the Releasees from the Released Claims.

**DONE** and **SIGNED** in Chambers in Jacksonville, Florida, this 22nd day of September 2026.

THE HON. BRUCE R. ANDERSON, JR.
CIRCUIT JUDGE

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