

If you are a U.S. citizen who purchased non-prescription, non-promotional Costa sunglasses before January 1, 2018, and were charged a fee by Costa to repair or replace damage to those sunglasses between April 3, 2015, and January 28, 2026, 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 \$23,900,000 Settlement has been reached in a class action lawsuit against Costa Del Mar, Inc. (“Costa”). The lawsuit alleges that Costa violated the Florida Deceptive and Unfair Trade Practices Act by promising to repair or replace scratched lenses, frames, and other parts of its sunglasses damaged by accident, normal wear and tear, or misuse for a “nominal fee” and then charging more than a nominal fee for repairs. Costa denies any wrongdoing. The parties have reached an agreement to settle the lawsuit.
- The Settlement Class includes: All citizens of the United States who purchased nonprescription, non-promotional Costa sunglasses before January 1, 2018, and who were charged a fee by Costa from April 3, 2015 to January 28, 2026, to repair or replace components of their sunglasses that Costa determined were damaged as a result of accident, normal wear and tear, or misuse. Your repairs must have exceeded \$11.95. The Settlement Class excludes Florida residents.
- 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 Class Counsel’s attorneys’ fees and expenses have been deducted from the Settlement Fund.
- Recently, notice was provided because the Court established or “certified” the lawsuit as a class action, but notice is now being sent to notify you that a settlement of the lawsuit has been reached and you may be eligible for a cash payment from the Settlement.

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.	Received by: October 26, 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 26, 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.CostaRepairsClassAction.com or call 1-877-269-6987

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 Roy B. Dalton, Jr., of the United States District Court for the Middle District of Florida, is overseeing this lawsuit. The lawsuit is known as *Reed v. Costa Del Mar, Inc.*, Case No. 6:19-cv-1751. 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 a different 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. The settlement in the *Smith* lawsuit 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 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 Gerald E. Reed, IV.

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 Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Fla. Stat. §§ 501.201, *et seq.* The lawsuit alleges that Costa promised consumers that if its sunglasses were “damaged by accident, normal wear and tear, or misuse,” Costa would “replace scratched lenses, frames, and other parts for a nominal fee.” This promise was printed on the side of every box of non-prescription, non-promotional Costa sunglasses sold during the Class Period. 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.

Costa performed approximately 494,000 sunglass repairs during the class period. Under FDUTPA, class members may be entitled to recover actual damages. The Plaintiff argued that each class member who paid a repair fee should be entitled to recover the difference between the fee Costa charged and a “nominal fee,” which Plaintiff contends is at most \$11.95. The amount of a “nominal fee” has not been determined by the Court. 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:

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- Costa contends that the language on the sunglasses' box was not a promise to repair or a warranty but was marketing language.
- Costa contends that the fees it charged were, in fact, "nominal" and did not violate FDUTPA.
- Costa contends that the Plaintiff and Class Members should have filed their claims under the law where they reside, not under Florida law.
- Costa contends that Plaintiff filed his legal claim too late and as a result his claim is barred by the statute of limitations.
- 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.

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 the language on sunglasses box was a promise to repair the sunglasses or was just marketing language.
- Whether the repair fees Costa charged are "nominal" under the law and, if they are not, what amount constitutes a "nominal fee";
- Whether FDUTPA applies to class members who reside outside of Florida, or whether the consumer protection law of each class member's home state applies instead;
- Whether the Plaintiff's legal claim under FDUTPA was filed too late and barred by the statute of limitations;
- Whether the Plaintiff can prove that Class Members who never saw the language on the sunglasses box can bring a claim based on that language; and
- If the Plaintiff were to prevail, how much each class member should be paid.

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.

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?

In 2025, notice was sent because the Court established or “certified” the lawsuit as a class action. The certified class includes all citizens of the United States who purchased nonprescription, non-promotional Costa sunglasses before January 1, 2018, and who were charged a fee by Costa between April 3, 2015 and January 28, 2026, to repair or replace components of their sunglasses that Costa determined were damaged as a result of accident, normal wear and tear, or misuse. The certified class excludes Florida residents. Notice is now being sent to notify you that a settlement of the lawsuit has been reached and you may be eligible for a cash payment from the Settlement.

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 of the United States (excluding Florida residents) who purchased nonprescription, non-promotional Costa sunglasses before January 1, 2018, and who were charged a fee between April 3, 2015 to January 28, 2026, to repair or replace components of their sunglasses that Costa determined were damaged as a result of accident, normal wear and tear, or misuse.

Your repairs must have exceeded \$11.95 to be included in the Settlement Class.

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

Yes. Excluded from the Settlement Class are: (1) Florida residents who are covered by a settlement in a separate lawsuit called *Haney v. Costa Del Mar, Inc.*; (2) Costa, and its controlled affiliates and specified related persons; and (3) judicial staff assigned to 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.CostaRepairsClassAction.com, by calling 1-877-269-6987, 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 \$23,900,000 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 pair of sunglasses in which you paid more than \$11.95 for the 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 American Saltwater Guides Association, subject to Court approval.

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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 10 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.CostaRepairsClassAction.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.

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. You may notify the Settlement Administrator of any changes by writing to:

Reed v. Costa Del Mar, Inc.
Settlement Administrator
PO Box 6790
Portland, OR 97228-6790

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 postcard notice.

It may take time for the Settlement to be approved and become final. Please be patient and check www.CostaRepairsClassAction.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 - *Reed 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 *Reed v. Costa Del Mar, Inc.*, Case No. 6:19-cv-1751.”

The exclusion request must be **mailed** to the Settlement Administrator at the following address, and be **received by October 26, 2026**:

Reed v. Costa Del Mar, Inc.
Settlement Administrator
PO Box 6790
Portland, OR 97228-6790

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 26, 2026**, and send by U.S. mail to Class Counsel and Costa’s Counsel **received by October 26, 2026**, stating you object to the Settlement in *Reed v. Costa Del Mar, Inc.*, Case No. 6:19-cv-1751.

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

Questions? Go to www.CostaRepairsClassAction.com or call 1-877-269-6987

- 1) The case name and number - *Reed v. Costa Del Mar, Inc.*, Case No. 6:19-cv-1751;
- 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
- 6) Your signature as the objector.

To object, you must file your timely written objection with the Court by **October 26, 2026**, and send it by U.S. mail to Class Counsel, and Costa's Counsel **received** by **October 26, 2026**, at the following addresses:

COURT	CLASS COUNSEL	COSTA'S COUNSEL
Clerk U.S. District Court Middle District of Florida George C. Young Federal Annex Courthouse 401 W Central Blvd Orlando, FL 32801	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

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.
- 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.

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 \$5,736,000.00 from the Settlement Fund. Class Counsel’s Motion for Attorneys’ Fees and Expenses is available on the settlement website. 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 **December 14, 2026, at 10:00 a.m. ET** before the Honorable Roy B. Dalton, Jr., at the George C. Young Federal Annex Courthouse, 401 W. Central Blvd., Orlando, FL 32801. 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.CostaRepairsClassAction.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.CostaRepairsClassAction.com. You may get additional information at www.CostaRepairsClassAction.com, by calling toll-free 1-877-269-6987, or by writing to:

Reed v. Costa Del Mar, Inc.
Settlement Administrator
PO Box 6790
Portland, OR 97228-6790

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