

CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, BROWARD COUNTY, FLORIDA

Grubor, et al. v. Barefoot Dreams, Inc., Case No. CACE26003507

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit claiming that Defendant Barefoot Dreams, Inc., disclosed its customers' personally identifiable information ("PII") to third parties via the Meta Platforms, Inc. and Attentive Mobile Inc. tracking technologies and other tracking, analytics, and/or advertising technologies without consent in violation of the Florida Security of Communications Act ("FSCA"), Fla. Stat. § 934.03, *et seq.*; the Electronic Communications Privacy Act (the "ECPA"), 18 U.S.C. § 2511, *et seq.*; the California Invasion of Privacy Act ("CIPA"), Cal. Penal Code § 631; CIPA § 632; the Comprehensive Computer Data Access and Fraud Act (the "CDAFA"), Cal. Penal Code § 502; and the California Constitution. Defendant denies all of Plaintiffs' claims in the lawsuit and maintains that it did nothing wrong but has agreed to the settlement to avoid the expense, burden and uncertainties associated with continuing the case.
- You are included if you are a United States resident who purchased a product from www.barefootdreams.com or any of Defendant's associated URLs from October 14, 2023, to and through June 1, 2026, the date of Notice.
- Persons included in the Settlement will be eligible to submit a Claim Form to receive a cash payment of \$8.00.
- Read this notice carefully. Your legal rights are affected whether you act, or don't act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY JULY 31, 2026	Fill out the attached Settlement Claim Form and submit it no later than July 31, 2026 . This is the only way to receive payment.
EXCLUDE YOURSELF BY JULY 31, 2026	Submit a request for exclusion no later than July 31, 2026 . You will receive no benefits, but you will retain any rights you currently have to sue the Defendant about the claims in this case. If you exclude yourself, you will receive no payment and cannot object or speak at the hearing.
OBJECT BY JULY 31, 2026	Write to the Court no later than July 31, 2026 , explaining why you don't like the Settlement. You can still submit a Settlement Claim Form. If the Court approves the Settlement, you will be bound by it.
GO TO THE HEARING ON AUGUST 17, 2026	Ask to speak in Court about your opinion of the Settlement at the hearing on August 17, 2026 . You can still submit a Settlement Claim Form. If the Court approves the Settlement, you will be bound by it.
DO NOTHING	You will not get a share of the Settlement benefits and will give up your rights to sue the Defendant about the claims in this case.

Your rights and options—and the deadlines to exercise them—are explained in this Notice.

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Settlement Agreement, dated April 10, 2026.

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is called *Grubor, et al. v. Barefoot Dreams, Inc.*, Case No. CACE26003507, pending in the Circuit Court of the Seventeenth Judicial Circuit for Broward County, Florida. The individuals who sued are called the Plaintiffs. The Defendant is Barefoot Dreams, Inc.

QUESTIONS? CALL 1-877-417-7449, OR
VISIT WWW.BAREFOOTDREAMSCLASSETTLEMENT.COM.

2. What is a class action?

In a class action, one or more people called the class representative (in this case, Abby Grubor and Juliette Blatt) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

3. What is this lawsuit about?

This lawsuit claims that Defendant violated the Florida Security of Communications Act, Fla. Stat. § 934.03, *et seq.*; the Electronic Communications Privacy Act, 18 U.S.C. § 2511, *et seq.*; the California Invasion of Privacy Act, Cal. Penal Code § 631–632; the Comprehensive Computer Data Access and Fraud Act, Cal. Penal Code § 502; and the California Constitution by disclosing their customers’ personally identifiable information (“PII”) to third parties via third party tracking, analytics, and/or advertising technologies without consent. The Defendant denies all of Plaintiffs’ claims in the lawsuit and maintains that it did nothing wrong.

4. Why is there a Settlement?

This matter has not gone to trial and the Court has not decided in favor of either Plaintiffs or Defendant. Plaintiffs and Defendant do not agree regarding the merits of Plaintiffs’ allegations and recovery if Plaintiffs were to prevail at trial on each claim. By agreeing to settle, both sides avoid the cost and risk of a trial, and people who submit valid timely claims will get compensation. The Representative Plaintiffs and their attorneys believe the settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class and its members. The settlement does NOT mean that Defendant did anything wrong.

WHO’S INCLUDED IN THE SETTLEMENT?

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

The **Settlement Class** is defined as:

All United States residents who purchased a product from www.barefootdreams.com or any of Defendant’s associated URLs from October 14, 2023, to and through June 1, 2026, the date of Notice. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendant, their subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or their parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; (4) any persons who have released claims relating to the Action; and (5) the legal representatives, successors or assigns of any such excluded persons.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Each Settlement Class Member who files a valid claim will receive a cash payment of \$8.00, subject to Court approval. In addition, Defendant has agreed to pay the costs of notice and administration of the settlement, approved attorneys’ fees and costs to Class Counsel, and service awards to the Class Representatives.

A detailed description of the settlement benefits can be found in the Settlement Agreement available here: www.BarefootDreamsClassSettlement.com.

7. How much will my payment be?

You **must** submit a Settlement Claim Form (see instructions below) to receive payment. **If you submit a valid Settlement Claim Form, you will receive an \$8.00 cash payment.**

You must provide proof of your Settlement Class membership when filing a claim by providing the Unique ID and PIN on the notice you received by email. If for some reason you did not receive this information, but believe you are a Settlement Class Member, please call 1-877-417-7449 to verify your identity and receive further information on how to file a claim.

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for **August 17, 2026**. If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment 30 days after the Settlement has been finally approved and any appeals process is complete. The payment will be made in the form of an electronic payment by either PayPal, Venmo, or Zelle. If you are unable to receive payment through an electronic method, you may select to receive your cash payment by check. All checks will expire and become void 180 days after they are issued.

HOW TO GET BENEFITS

9. How do I get payment?

You **must** complete and submit a Settlement Claim Form to receive payment. You may submit a Settlement Claim Form electronically on the Settlement Website www.BarefootDreamsClassSettlement.com. Settlement Claim Forms must be submitted online by **11:59 p.m. ET on July 31, 2026**, or postmarked and mailed by **July 31, 2026**.

The Claims Administrator will process your claim and determine whether you are an Authorized Claimant. Please contact the Claims Administrator if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim. If you are unsatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Settlement Class Members and the claims-administration process, to decide the issue by submitting a written request.

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Defendant for the claims this Settlement resolves. The Settlement Agreement describes the specific claims you are giving up against the Defendant. You will be “releasing” the Defendant and certain of their affiliates described in Section 1.33 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. It means that all of the Court’s orders will apply to you and legally bind you. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

If you do nothing, you won’t get any benefits from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against the Defendant or the Released Parties (as defined in the Settlement Agreement) for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the case?

The Court has appointed Stephen Beck and Philip Fraietta of Bursor & Fisher P.A. to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for this lawyer. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

13. How will the lawyers be paid?

Class Counsel's attorneys' fees, costs, and expenses will be paid by Defendant out of the Settlement Fund and awarded by the Court. Class Counsel is entitled to seek no more than one-third of the Settlement Fund, but the Court may award less than this amount.

As approved by the Court, the Class Representatives will apply to be paid a service award paid by Defendant out of the Settlement Fund for helping to bring and settle the case. Class Representatives Abby Grubor and Juliette Blatt may seek up to \$5,000 each as a service award, but the Court may award less than this amount.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the *Grubor, et al. v. Barefoot Dreams, Inc.*, Case No. CACE26003507 settlement. Your letter or request for exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than **July 31, 2026**, to:

Barefoot Dreams Privacy
Settlement Administrator
PO Box 3127,
Portland, OR 97208-3127

You cannot exclude yourself by telephone or by email.

If you properly exclude yourself, you will not receive a payment from the Net Settlement Fund, you cannot object to the Settlement, and you will not be legally bound by the judgment in this case.

15. If I don't exclude myself, can I sue the Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendant for the claims being resolved by this Settlement.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself you will not be entitled to any benefits of the settlement, and you should not submit a Settlement Claim Form to ask for benefits.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you're a Class Member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Grubor, et al. v. Barefoot Dreams, Inc.*, Case No. CACE26003507 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, an explanation of the basis upon which you claim to be a Settlement Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and Defendant's Counsel listed below.

QUESTIONS? CALL 1-877-417-7449, OR
VISIT WWW.BAREFOOTDREAMSCLASSSETTLEMENT.COM.

Class Counsel will file with the Court and post on the website its request for attorneys' fees by **July 15, 2026**.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to these two different places postmarked no later than **July 31, 2026**.

Court	Class Counsel	Defendant's Counsel
Judge Michele Towbin Singer Circuit Court for the 17th Judicial Circuit in and for Broward County 201 S.E. 6 th Street, Fort Lauderdale, Florida 33301	Bursor & Fisher, P.A. Stephen A. Beck 701 Brickell Ave., Suite 2100 Miami, FL 33131-2800 Philip L. Fraietta 50 Main Street, Suite 475 White Plains, NY 10606	Paul Hastings LLP Aaron Charfoos 71 S. Wacker Drive, 45 th Floor Chicago, IL 60606

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object, because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing on **August 17, 2026**, in WW-15170 at the Broward County Courthouse located at 201 S.E. 6th Street, Fort Lauderdale, Florida 33301-3303 or by Zoom webinar. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for a service award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check www.BarefootDreamsClassSettlement.com or call 1-877-417-7449.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your "Notice of Intent to Appear in *Grubor, et al. v. Barefoot Dreams, Inc.*, Case No. CACE26003507." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **July 31, 2026**, and be sent to the addresses listed in Question 17.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.BarefootDreamsClassSettlement.com. You may also write with questions to Barefoot Dreams Privacy Settlement, PO Box 3127, Portland, OR 97208-3127. You can call the Settlement Administrator at 1-877-417-7449 or Class Counsel at 1-305-930-6495, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

QUESTIONS? CALL 1-877-417-7449, OR
VISIT WWW.BAREFOOTDREAMSCLASSSETTLEMENT.COM.