

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY FLORIDA

ABBY GRUBOR and JULIETTE BLATT,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

BAREFOOT DREAMS, INC.,

Defendant.

CASE NO. CACE26003507

Hon. Michele Towbin Singer

Div. 21

CLASS ACTION SETTLEMENT AGREEMENT

This Settlement Agreement¹ (“Agreement”) is entered into by and among Plaintiffs Abby Grubor and Juliette Blatt (“Plaintiffs”), on behalf of themselves and the Settlement Class, and Defendant Barefoot Dreams, Inc. (“Barefoot” or “Defendant”), as of the date last signed below. Plaintiffs and Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to Final Approval of the Court.

RECITALS

A. Well before filing the Complaint in this Action, the Parties began discussing early resolution of their dispute.

¹ All capitalized terms herein shall have the same meanings as those defined in Section 1 (below).

B. These discussions led to an agreement between the Parties to engage in an all-day mediation, which the Parties agreed would take place before Marc E. Isserles, Esq. of JAMS New York, an experienced neutral with decades of experience in class action litigation.

C. In advance of the mediation, the Parties exchanged informal discovery and information necessary to evaluate liability and damages. Given that the information exchanged was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

D. The Parties engaged in a full-day mediation session. The Parties negotiations were arms-length and hard fought. At the end of the day, the Parties agreed on the material terms of this classwide Settlement.

E. On February 27, 2026, Plaintiff Grubor, a Florida resident, and Plaintiff Blatt, a California resident, filed the instant action in this Court, alleging violations 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.

F. At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be

construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties, with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

G. Plaintiffs believe the claims asserted in the Action against Defendant have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and each of them, and Defendant, subject to Final Approval, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Action” means *Grubor, et al v. Barefoot Dreams, Inc.*, Case No. CACE26003507, pending in the Seventeenth Judicial Circuit in and for Broward County.

1.2 “Agreement” or “Settlement” or “Settlement Agreement” means this settlement agreement between Plaintiffs and Defendant, along with all exhibits hereto.

1.3 “Cash Payment” means the \$8.00 (USD) in cash that Settlement Class Members who submit Valid Claims will receive as a Settlement Class Member benefit subject to the Settlement Benefit Cap

1.4 “Claim Form” means the document substantially in the form attached hereto as *Exhibit A*, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for payment, shall be available in electronic and paper format in the manner described below. Regardless of format, each Claim Form must include a unique ID assigned to each and every Settlement Class Member.

1.5 “Claims Deadline” means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date sixty (60) days after the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form. Failure to submit a timely claim by the Claims Deadline will prevent a Settlement Class Member from receiving a Cash Payment from the Settlement Fund.

1.6 “Claims Process” means the process by which Settlement Class Members submit Claim Forms to the Settlement Administrator for the election of the benefits available under the Settlement.

1.7 “Class Counsel” means Stephen A. Beck and Philip L. Fraietta of Bursor & Fisher, P.A.

1.8 “Class List” means the list of Settlement Class Members prepared by Defendant using information in Defendant’s records and provided to the Settlement Administrator for purposes of sending Notice. The Class List shall contain the Settlement Class Members’ names and email addresses.

1.9 “Class Representatives” means the named Plaintiffs in this Action, Abby Grubor and Juliette Blatt.

1.10 “Court” means the Seventeenth Judicial Circuit in and for Broward County and the Judge presiding over the Action, Michele Towbin Singer.

1.11 “Defendant” means Barefoot Dreams, Inc., the defendant in the Action.

1.12 “Defendant’s Counsel” means Aaron Charfoos, David Coogan, and Stephanie Balitzer of Paul Hastings LLP.

1.13 “Effective Date” means the day after the entry of the Final Approval Order, provided no objections are made to the Settlement. If there are objections to the Settlement, then the Effective Date shall be the later of (a) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order, or (b) if appeals are taken from the Final Approval Order, then the earlier of thirty (30) days after the last appellate court ruling affirming the Final Approval Order or thirty (30) days after the entry of a dismissal of the appeal.

1.14 “Email Notice” means the email form of Notice, substantially in the form attached as *Exhibit B*, that shall be sent to all Settlement Class Members notifying them of the Settlement, and which shall bear a unique ID and PIN number attributable to each and every Settlement Class Member, which will be required both to access the claims submission portal on the Settlement

Website and as an entry on each Claim Form to reduce the incidents of fraudulent Claim Form submissions.

1.15 “Fee Award” means the amount of attorneys’ fees and reimbursement of expenses awarded by the Court to Class Counsel, which will be paid by Defendant out of the Settlement Fund, and which will not exceed one third of the Settlement Fund.

1.16 “Final Approval” means the final approval of the Settlement, which occurs when the Court enters the Final Approval Order, substantially in the form attached to the Motion for Final Approval.

1.17 “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Service Award to the Class Representatives.

1.18 “Final Approval Order” means the final order the Court enters granting Final Approval of the Settlement, substantially in the form submitted with the Motion for Final Approval that certifies the class, approves the terms and conditions of the Agreement, appoints Class Counsel, and sets the dates and deadlines for effectuating the settlement

1.19 “Final Judgment” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.20 “Long Form Notice” means the long form notice of the Settlement, substantially in the form attached hereto as *Exhibit C*, that shall be posted on the Settlement Website and shall be available to Settlement Class members by mail on request made to the Settlement Administrator.

1.21 “Motion for Final Approval” means the motion that Plaintiffs and Class Counsel shall file with the Court seeking Final Approval of the Settlement following approval of the relevant moving papers by Defendant.

1.22 “Motion for Preliminary Approval” means the motion that Plaintiffs shall file with the court seeking Preliminary Approval of the Settlement following approval of the relevant moving papers by Defendant.

1.23 “Notice” means the Email Notice and Long Form Notice that Plaintiffs will ask the Court to approve in connection with the Motion for Preliminary Approval, as well as the Settlement Website and the Settlement Class member toll-free telephone line.

1.24 “Notice Date” means thirty (30) days after Preliminary Approval and the date by which Notice must commence.

1.25 “Notice Program” means the methods provided for in this Agreement for giving Notice to the Settlement Class and consists of the Claim Form (*Exhibit A*), Email Notice (*Exhibit B*), and Long Form Notice (*Exhibit C*), (or forms substantially similar to Exhibits A-C) along with the Settlement Website, and the Settlement Class member toll-free telephone line.

1.26 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion from Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date no later than sixty (60) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award and Final Approval are filed with the Court and posted to the Settlement Website listed in Paragraph 4.1(d), or such other date as ordered by the Court..

1.27 “Party” means Plaintiffs or Defendant and “Parties” means Plaintiffs and Defendant collectively.

1.28 “Plaintiffs” means Abby Grubor and Juliette Blatt, the Plaintiffs in the Action.

1.29 “Preliminary Approval” means the preliminary approval of the Settlement, which occurs when the Court enters the Preliminary Approval Order, substantially in the form submitted with the Motion for Preliminary Approval.

1.30 “Preliminary Approval Order” means the order preliminarily approving the Settlement and proposed Notice Program, substantially in the form submitted with the Motion for Preliminary Approval.

1.31 “Releases” means the releases and waiver set forth in Section 3 of this Agreement.

1.32 “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contract or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees, and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based state, federal, local, statutory, or common law or any other law, rule or regulation, against Released Parties, or any of them, arising out of any facts, transactions, events, matters occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged disclosure, use, retention, interception or transfer of information of or related to the Settlement Class Members through use of the Meta pixel, Attentive code, cookies, pixels, session replay, or other internet tracking, analytics, and/or advertising technologies, including all claims that were brought or could have been brought in the Action relating to such information belonging to any and all Releasing Parties. The Final Approval Order shall also enjoin Plaintiffs and the Settlement Class from instituting or participating in any lawsuit, regulatory, or other proceeding arising out of or related in any way to the Released Claims or that are covered by the releases provided for in any final non-appealable approval of the Settlement Agreement provided, however, that Plaintiffs or a Settlement Class Member shall be permitted to comply with a valid subpoena or court order concerning the Released Claims.

1.33 “Released Parties” means Barefoot Dreams, Inc., as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, affiliates, related companies, divisions, joint venturers, owners, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, executives, board members, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, direct or indirect security holders, legal representatives, successors in interest, and any person in legal privity with them.

1.34 “Releasing Parties” means Plaintiffs, Settlement Class Members who have not opted-out of the Settlement, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.35 “Reversionary Payment” means the refund Defendant will receive after the completion of the Claims Process and payment of Claims, expenses, and fees out of the Settlement Fund as provided herein. Defendant will provide Settlement Administrator with the requisite wire transfer details to facilitate the Reversionary Payment.

1.36 “Service Awards” means the payment the Court may award the Plaintiffs for serving as the representatives of the Settlement Class, which shall be up to \$5,000 per representative, to be paid from the Settlement Fund

1.37 “Settlement Administrator” means Epiq Systems, Inc. The Settlement Administrator shall formulate a notice plan designed to achieve at least 75% reach, which will include direct notice by email, with two reminder notices.

1.38 “Settlement Administration Costs” means the fees and expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, mailing checks for Valid Claims, and related services. Settlement Administration Expenses shall be paid by Defendant out of the Settlement Fund in an amount not to exceed \$150,000.

1.39 “Settlement Benefit Cap” shall mean Defendant’s maximum financial obligation in this matter as set forth in Paragraph 1.42.

1.40 “Settlement Fund” shall mean the amount of one million nine hundred thirty-four thousand three hundred twenty-eight dollars (\$1,934,328.00 USD), plus, in the event the number of class members exceeds 241,791, an incremental increase of \$8.00 USD per additional class member. This Settlement Fund shall represent Defendant’s maximum financial obligation in this matter (i.e. the “Settlement Benefit Cap”). In the event that the final number of Settlement Class Members exceeds 300,000, the Parties agree to negotiate a new Settlement Fund in good faith. The Settlement Benefit Cap shall be comprised of: (i) all payments made to Settlement Class members on Valid Claims; (ii) any Fee Award and Expenses approved by the Court; (iii) any Service Awards approved by the Court; (iv) any Settlement Administration Expenses approved by the Court, (v) any Taxes and Tax-Related Expenses; and (vi) any other reasonable expenses that may be incurred in connection with the Settlement or administration of the Settlement. All funds remaining in the Settlement Fund after the aforementioned payments shall revert back to Defendant as defined above as “Reversionary Payment.”

1.41 “Settlement Class” means all living 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 the date of Notice. Excluded from the Settlement Class are (1) any Judge 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 Settlement 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.

1.42 “Settlement Class Member” means any member of the Settlement Class.

1.43 “Settlement Website” means a website, referenced in Section 4.1(e) below, to be established, operated, and maintained by the Settlement Administrator for purposes of providing notice and otherwise making available to the Settlement Class Members the documents, information, and the password-protected online claims submission process. Although the Settlement Website will be publicly available and will allow public access of the Long Form Notice and relevant Court orders, access to the online claims submission process on the Settlement Website shall require potential claimants to accurately enter their individually assigned Unique ID and PIN number in order to submit a Claim Form.

1.44 “Unknown Claims” means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived

and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to § 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Paragraph.

1.45 “Valid Claims” means a Claim Form submitted by a Settlement Class Member that is (a) submitted in accordance with the provisions of the Settlement; (b) accurately, fully, and truthfully completed and executed, with all of the information requested in the Claim Form, by a Settlement Class Member; (c) signed physically or by e-signature by a Settlement Class Member personally; (d) matched with the Unique ID and PIN number assigned to each Settlement Class Member; (e) returned via mail and postmarked by the Claims Deadline, or, if submitted online through the password-protected claims submission portal on the Settlement Website, submitted by 11:59 p.m. Eastern time on the Claims Deadline; and (f) determined to be valid by the Settlement Administrator.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members. Defendant will pay or cause to be paid from the Settlement Fund, and subject to the Settlement Benefit Cap, the following: (i) Cash Payments to Settlement Class Members who submit Valid Claims (ii) the Settlement Administration Costs actually incurred by the Settlement Administrator as described in Section 4 below; (iii) Class Counsel's Fee Award; (iv) the Class Representatives' Service Award; and (v) any other reasonable fees incurred in connection with the Settlement and/or its administration.

(a) Settlement Class Members shall have until the Claims Deadline to submit an Approved Claim. Each Settlement Class Member with an Approved Claim shall be entitled to receive a Cash Payment of \$8.00 USD.

(b) In the event that Valid Claims for Cash Payments exceed the Settlement Fund, all Cash Payments shall each be reduced *pro rata*.

2.2 Schedule of Payments. Defendant will make payments in accordance with the following:

(a) *Settlement Administration Costs.* Amounts for notice and Settlement administration, to be paid from the Settlement Fund within thirty (30) days of when such amounts are invoiced to Defendant and become due and owing, in an amount not to exceed \$150,000.

(b) *Fee Award.* An amount equal to the Court-approved Fee Award, payable within ten (10) days of the Effective Date.

(c) *Service Award.* An amount equal to Plaintiffs' Court-approved Service Awards, payable within ten (10) days of the Effective Date.

(d) *Cash Payment.* An amount equal to \$8.00 multiplied by the number of Valid Claims, which amount is to be paid thirty (30) days after the Final Judgment.

2.3 Claims Process. Each Settlement Class Member will be entitled to submit a Claim Form for a Cash Payment, consistent with this Section and as determined by the Court.

(a) *Cash Payment.* Each Settlement Class member may file a Claim Form that will, if determined to be a Valid Claim, entitle him or her to a cash payment of \$8.00.

(b) *Method of Payment.* Each Settlement Class Member may choose to receive his or her Cash Payment via Venmo, PayPal, or Zelle. If a Settlement Class Member cannot receive payment via Venmo, PayPal, or Zelle, they may request a check instead.

(c) *Cash Payment.* Cash payments for Valid Claims will be made thirty (30) days after the Final Judgment.

2.4 Proof of Claim. A maximum of one Claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member.

2.5 Review of Claims. The Settlement Administrator will be responsible for reviewing all Claim Forms to determine their validity. The Settlement Administrator will reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form or is submitted after the Claims Deadline.

2.6 Uncleared Checks or Failed Electronic Payments. Those Settlement Class Members whose Cash Payment checks are not cleared within 180 days after issuance will forfeit their Cash Payment and Defendant will have no further obligation to make any further payment pursuant to this Settlement or otherwise to such Settlement Class Members. With respect to those Settlement Class Members whose electronic payment (Venmo, PayPal, or Zelle) fails to process or is not claimed within thirty (30) days of issuance, the Settlement Administrator shall make reasonable efforts to contact the Settlement Class Member and allow him or her to provide alternative payment details. The Class Member must submit alternative payment details no later than thirty (30) days of being contacted by the Settlement Administrator for this purpose or by the

Claims Deadline, whichever is earlier. Unpaid funds from uncleared checks, unclaimed electronic payments, or electronic payments which fail to process will revert back to Defendant along with any other unpaid funds remaining after administration of the Settlement Agreement, all as part of the Reversionary Payment.

2.7 Resolution of Settlement Fund. Two-hundred and twenty (220) days after the Effective Date—after resolution of the Claims Process, and payment of Settlement Administration Costs, Fee Award, Service Award, and all other reasonable fees incurred in connection with the Settlement and administration thereof—all remaining moneys in the Settlement Fund (including but not limited to any Uncleared Checks or Failed Electronic Payments) shall revert back to Defendant as the Reversionary Payment.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

4. NOTICE TO THE CLASS.

4.1 The Notice Program shall consist of the following:

(a) **Settlement Class List.** No later than twenty-eight (28) days after Preliminary Approval, Defendant shall produce the Class List in electronic form from its records that includes the names, email addresses, and last known U.S. Mail addresses to the extent available, belonging to Settlement Class Members. Class Counsel's assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information. A copy of the Class List shall be provided to Class Counsel. Class Counsel shall not use the Settlement Class List, or any information contained within it, for any other purposes other than administering the Settlement, and shall take reasonable measures to protect the information from any third-party disclosure. Class Counsel may not send advertisements, solicitations, or communications to the Settlement Class to solicit Settlement Class Members to retain Class Counsel for any other matters or disputes.

(b) **Direct Notice.** In the event that the Court preliminarily approves the Settlement Agreement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as **Exhibit B**, along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of email notice results in any "bounce-backs," the Settlement Administrator shall, where reasonable, correct any issues that may have caused the "bounce-back" to occur and make a second attempt to re-send the email notice.

(c) **Reminder Notice.** Within thirty (30) and again with ten (10) days prior to the Claims Deadline, the Settlement Administrator shall again send Email Notice (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Claim Form, to all Settlement Class Members for whom a valid email address is available in the Class List.

(d) **Settlement Website.** Within thirty (30) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at www.barefootdreamsclasssettlement.com which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms online through a claims submission portal upon entry of an accurate Unique ID and PIN number assigned to each Settlement Class Member. The Notice provided on the Settlement Website shall be substantially in the form of **Exhibit C** hereto.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection Deadline approved by the Court and specified in the Notice, the Settlement Class Member making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court and copies to Class Counsel and Defendant's Counsel, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing to the Court, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in

connection with the preparation or submission of the objection or who may profit from the pursuit of the objection; and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

4.4 If a Settlement Class Member or any objector's counsel has objected to any class action settlement where the objector or their counsel asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received. Any challenge to the Settlement, the Final Approval Order, or the Final Judgment shall be pursuant to appeal under the applicable rules of appellate procedure and not through a collateral attack.

4.5 Class Counsel and Defendant's Counsel may take discovery on any objector or their counsel, including taking depositions and propounding document requests.

4.6 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, providing his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Settlement Class Member serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded

from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice. Any Settlement Class Member who filed an objection and an opt-out request will be deemed to have opted-out regardless of which was filed first.

4.7 The Final Approval Hearing shall be no earlier than seventy-five (75) days after the Notice Date.

4.8 Any Settlement Class Member who does not, using the procedures set forth in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a Valid Claim shall not be entitled to receive a Cash payment, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

4.9 For the convenience of the Parties and Settlement Class Members, below is a schedule of all proposed deadlines:

EVENT	PROPOSED DEADLINE
Deadline to Provide Settlement Administrator with Class List	28 Days After Preliminary Approval Order
Notice Date	30 Days After Preliminary Approval Order
Motion for Final Approval, inclusive of Application for Attorneys’ Fees, Costs, and Service Awards	45 Days After Notice Date
Claims Deadline	60 Days After Notice Date
Objection/Exclusion Deadline	60 Days After Notice Date
Final Approval Hearing	No earlier than 75 Days After Notice Date

EVENT	PROPOSED DEADLINE
Payment of Fee Award	Within 10 Days After Final Judgment
Payment of Service Award	Within 10 Days of the Effective Date
Cash Payment Funds Wired to Settlement Administrator	14 Days After Effective Date
Cash Payments for Valid Claims Sent to Settlement Class Members	30 Days After Effective Date
Reversionary Payment to Defendant	220 Days After Effective Date

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and Defendant’s Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant’s Counsel with information concerning Notice, administration, and implementation of Settlement. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendant’s Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant’s Counsel copies thereof.

If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(c) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection by Class Counsel or Defendant's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 1.45 or 2.4 above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form. The Settlement Administrator shall ensure that the Settlement Website requires the entry of a Unique ID and PIN number to access the claims submission portal. In addition, all Claim Forms (whether filed online, by email, or by mail) shall include a Unique ID and PIN number assigned to each Class Member. In addition, the Settlement Administrator shall monitor for standard signs of abuse or fraud, such as repeated ID addresses and shall use CAPTCHA tools for Claim Forms on the Settlement Website.

5.3 Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Honorable Michele Towbin Singer for binding determination.

5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

6. TERMINATION OF SETTLEMENT.

6.1 Defendant or the Class Representatives on behalf of the Settlement Class, shall have the right to terminate this Agreement by providing written notice of the election to do so to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; or (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the Appellate Court or the Supreme Court.

6.2 The Parties agree that the Court's failure to approve, in whole or in part, the Fee Award to Class Counsel and/or the Service Awards set forth shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys' fees, expenses, or Service Award are to be considered by the Court

separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Promptly after the execution of this Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of *Exhibits A–C*, hereto. Class Counsel shall provide the moving papers to Defendant's counsel for review 3 days prior to filing. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement and do not limit or impair the rights of the Settlement Class.

7.2 Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Agreement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement

Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and *void ab initio*, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

7.3 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the Settlement of the Action as set forth herein.

7.4 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to

appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Florida Rules of Civil Procedure, the Due Process Clause of the Florida Constitution, and the rules of the Court;

(d) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES AND SERVICE AWARD.

8.1 Class Counsel may receive, subject to Court approval, attorneys' fees, costs, and expenses not to exceed one-third of the Settlement Fund. Class Counsel will petition the Court for an award of such attorneys' fees and Defendant agrees to not object to or otherwise challenge,

directly or indirectly, Class Counsel's petition for reasonable attorneys' fees and for reimbursement of costs and expenses if limited to the amount set forth in this Paragraph. Class Counsel, in turn, agrees to seek no more than the amount set forth in this Paragraph from the Court in attorneys' fees and for reimbursement of costs and expenses.

8.2 The Fee Award shall be payable within ten (10) days after the Court's Final Judgment, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as *Exhibit D*, and providing all payment routing information and tax I.D. numbers for Class Counsel. Payment of the Fee Award shall be made by the Settlement Administrator by wire transfer to Class Counsel in accordance with the instructions to be jointly provided by Class Counsel, after completion of necessary forms by Class Counsel, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then any Persons or firms who shall have received the funds shall be severally liable for payments made pursuant to this subparagraph, and shall return such funds to the Defendant. Additionally, should any parties to the Undertaking dissolve, merge, declare bankruptcy, become insolvent, or cease to exist prior to the final payment to Settlement Class Members, those parties shall execute a new undertaking guaranteeing repayment of funds within fourteen (14) days of such an occurrence.

8.3 Subject to Court approval, Plaintiffs will seek a Service Award in the amount of \$5,000 each (\$10,000 total) for their work as Class Representatives payable by the Defendant from the Settlement Fund. These Service Awards are in addition to any Cash Payment the Plaintiffs may Claim under the Settlement. Such award will be paid in the form of a check to the Class Representative that is sent in care of Class Counsel within ten (10) days of the Effective Date.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a)** The Parties and their counsel have executed this Agreement;
- (b)** The Court has entered the Preliminary Approval Order;
- (c)** The Court has entered the Final Approval Order approving the Agreement, following Notice to the Settlement Class, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and
- (d)** The Final Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

9.2 If some or all of the conditions specified in the previous paragraph are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within thirty (30) days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Parties.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1 and 9.1–9.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated

as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure Final Approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Parties intend this Settlement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.4 Whether or not the Effective Date occurs or the Settlement is terminated, neither this Agreement nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction,

or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.5 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.6 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

10.7 All of the exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.8 This Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified

only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.9 Except as otherwise provided herein, each Party shall bear its own costs.

10.10 Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

10.11 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to Final Approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

10.12 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.13 This Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

10.14 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement.

10.15 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

10.16 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.


10.17 Where this Agreement requires notice to the Parties, such notice shall be sent to counsel for the Plaintiffs and the Settlement Class: Philip L. Fraietta, Bursor & Fisher P.A., 50 Main Street, Suite 475, White Plains, NY 10606; and counsel for the Defendant: Aaron Charfoos, Paul Hastings LLP, 71 South Wacker Drive Suite 4500, Chicago, IL 60606.

10.18 Plaintiffs and/or Class Counsel shall not, at any time, issue press releases or make other public statements regarding the Settlement or the Action (apart from filings with the Court as necessary to obtain Approval of the Settlement) unless Defendant agrees to such press releases or public statements in advance; provided that Class Counsel may post Court orders regarding the Action and brief summaries of those orders on their website(s) without permission from Defendant, so long as any reference in such order(s) to materials subject to any confidentiality obligations are properly redacted. This provision shall not prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Settlement (subject to compliance with any and all applicable confidentiality obligations). The Parties further agree that they will not make or publish written statements which are disparaging to the reputation of the other or their current or former corporate parents and affiliates.

IT IS SO AGREED TO BY THE PARTIES:

Dated: 04/09/2026

PLAINTIFF ABBY GRUBOR

By: 
Abby Grubor (Apr 9, 2026 11:07:43 EDT)

Abby Grubor, individually and as representative of the Class

Dated: 04/09/2026


PLAINTIFF JULIETTE BLATT

By: 
Juliette Blatt (Apr 9, 2026 09:28:22 PDT)

Juliette Blatt, individually and as representative of the Class

Dated: 4/10/2026

BAREFOOT DREAMS, INC.

Signed by:
By: 

Name: David Cappicille
Title: President

Dated: 04/09/2026

BURSOR & FISHER P.A.

By: 
Philip L. Fraietta

Class Counsel

Dated: 4/10/2026

PAUL HASTINGS LLP

Signed by:
By: 
Aaron Charfoos

Attorney for Defendant

EXHIBIT A

Grubor, et. al., v. Barefoot Dreams, Inc.

Circuit Court of the 17th Judicial Circuit, Broward County, Florida

Case No. CACE26003507

Settlement Claim Form

If you are a Settlement Class Member and wish to receive a payment, your completed Claim Form must be postmarked on or before [REDACTED], or submitted online on or before [REDACTED].

Please read the full notice of this settlement (available at [\[hyperlink\]](#)) carefully before filling out this Claim Form.

To be eligible to receive any benefits from the settlement obtained in this class action lawsuit, you must submit this completed Claim Form online or by mail:

ONLINE: Submit this Claim Form.

MAIL: [ADDRESS]

PART ONE: CLAIMANT INFORMATION & PAYMENT METHOD ELECTION

Provide your name and contact information below. It is your responsibility to notify the Settlement Administrator of any changes to your contact information after the submission of your Claim Form.

FIRST NAME

LAST NAME

STREET ADDRESS

CITY

STATE

ZIP CODE

EMAIL ADDRESS

UNIQUE PURCHASER ID

ASSIGNED PIN NUMBER

POTENTIAL CASH PAYMENT: You may be entitled to receive an **\$8.00** cash payment if between October 14, 2023 through the date of Notice of this class action settlement (as defined in the Settlement Agreement), you purchased a product from barefootdreams.com.

The cash will be sent in the form of an electronic payment. Please select from the options below:

Venmo Venmo Username: _____

QUESTIONS? VISIT [\[hyperlink\]](#) OR CALL [\[NUMBER\]](#) TOLL-FREE

PayPal PayPal Email: _____

Zelle Zelle Email: _____

If you are unable to receive your cash payment through an electronic method, please check the box below to receive your cash payment by check:

Check Confirm Mailing Address: _____

PART TWO: ATTESTATION UNDER PENALTY OF PERJURY

I declare under penalty of perjury under the laws of the United States of America that between October 14, 2023 through the date of Notice of this class action settlement, I purchased a product from barefootdreams.com, and that all of the information on this Claim Form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.

SIGNATURE

DATE

Please keep a copy of your Claim Form for your records.

EXHIBIT B

From: BarefootClassSettlement@barefootdreamsclasssettlement.com
To: JonQClassMember@domain.com
Re: Legal Notice of Class Action Settlement

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
Grubor, et al. v. Barefoot Dreams, Inc., Case No. CACE26003507
(Circuit Court of the 17th Judicial Circuit, Broward County, Florida)

Our Records Indicate You Purchased a Product From barefootdreams.com and May Be Entitled to a Payment From a Class Action Settlement.

Your Unique User ID is : []

Your Unique PIN Number is: []

You will need this ID and PIN Number to access the Settlement Website Claims Portal and for your Claim Form.

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

This notice is to inform you that 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 tracking technologies from Meta Platforms, Inc., Attentive Mobile Inc., 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, burdens and uncertainties associated with continuing the case.

Am I a Class Member? Our records indicate you may be a Class Member. Class Members are 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 **the date of this Notice**.

What Can I Get? You **must** submit a Claim Form **[hyperlink]** to receive a payment of \$8.00. Defendant has agreed to pay all valid claims to the Settlement Class, together with notice and administrative expenses, approved attorneys' fees and costs to Class Counsel, and a service award to the Class Representatives.

How Do I Get a Payment? You **must** submit a timely and complete Claim Form **no later than [claims deadline]**. You can file a claim by clicking **[here]**. Your payment will come by check

unless you elect to receive payment electronically by PayPal, Venmo, or Zelle. Claim Forms must be submitted online by 11:59 p.m. EST on [DATE] or postmarked and mailed by [DATE].

What are My Other Options? You may exclude yourself from the Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue the Defendant over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed settlement. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www.barefootdreamsclasssettlement.com. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims relating to the alleged disclosure of personal information and product purchase information to third parties in this case against the Defendant will be released.

Who Represents Me? The Court has appointed Stephen A. Beck and Philip L. Fraietta of Bursor & Fisher, P.A. to represent the class. This attorney is called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at [time] m. on [date] in Courtroom WW-15170 at the Broward County Courthouse located at 201 S.E. 6th Street, Fort Lauderdale, Florida 33301-3303 or by Zoom webinar. At that hearing, the Court will: hear any objections concerning the fairness of the settlement; determine the fairness of the settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives \$5,000 each for their service in helping to bring and settle this case. Defendant has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined 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.

How Do I Get More Information? For more information, including the full Notice, Claim Form and Settlement Agreement go to, contact the settlement administrator at 1-____-____-____ or Barefoot Dreams Privacy Settlement Administrator, [address], or call Class Counsel at 1-XXX-XXX-XXXX.

EXHIBIT C

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

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

If You Purchased A Product From barefootdreams.com Between October 14, 2023, Through [the Date of] this Notice, You May Be Entitled to a Payment From a Class Action Settlement.

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 [the date of this Notice of the class action settlement].
- 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 [DATE]	Fill out the attached Settlement Claim Form and submit it no later than [DATE]. This is the only way to receive payment.
EXCLUDE YOURSELF BY [DATE]	Submit a request for exclusion no later than [DATE]. 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 [DATE]	Write to the Court no later than [DATE] 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 BY [DATE]	Ask to speak in Court about your opinion of the Settlement at the hearing on [DATE]. 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 [DATE].

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.

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 Defendants 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 [the date of this Notice of the class action settlement]. 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](#).
[insert hyperlink]

7. How much will my payment be?

You **must** submit a Settlement Claim Form (see instructions below) to receive a 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 Notice ID and PIN Number** on the notice you received by e-mail. If for some reason you did not receive this information, but believe you are a Settlement Class Member, please call 1-**XXX-XXX-XXXX** 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 [Final Approval Hearing Date]. 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 a payment?

You **must** complete and submit a Settlement Claim Form to receive a payment. You may submit a Settlement Claim Form electronically on the Settlement Website by clicking [here](#) [insert hyperlink]. Settlement Claim Forms must be submitted online by 11:59 p.m. ET on [date] or postmarked and mailed by [date].

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 **[objection/exclusion deadline]** to:

Barefoot Dreams Privacy Settlement
0000 Street
City, ST 00000

You cannot exclude yourself by telephone or by e-mail.

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 *Blatt, 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.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by **[two weeks prior to objection deadline]**.

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 **[objection deadline]**.

Court	Class Counsel	Defendant's Counsel
Judge Michele Towbin Singer	Bursor & Fisher, P.A.	Paul Hastings LLP

Circuit Court for the 17th Judicial Circuit in and for Broward County 201 S.E. 6th Street, Fort Lauderdale, Florida 33301	Stephen A. Beck 701 Brickell Ave., Suite 2100 Miami, FL 33131-2800 Philip L. Fraietta 50 Main Street, Suite 475 White Plains, NY 10606	Aaron Charfoos 71 S. Wacker Drive, 45th Floor Chicago, IL 60606
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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 at [redacted] m. on [date] 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-[redacted].

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 **[objection deadline]**, 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, P.O. Box 0000, City, ST 00000. You can call the Settlement Administrator at **1-800-000-0000** or Class Counsel at **1-XXX-XXX-XXXX**, 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.

EXHIBIT D

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN
AND FOR BROWARD COUNTY FLORIDA

ABBY GRUBOR and JULIETTE BLATT,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

BAREFOOT DREAMS, INC.,

Defendant.

CASE NO. CACE26003507

Hon. Michele Towbin Singer

Div. 21

**STIPULATION REGARDING UNDERTAKING RE: ATTORNEYS' FEES, COSTS,
AND EXPENSES**

Plaintiffs Abby Grubor and Juliette Blatt ("Plaintiffs") and Defendant Barefoot Dreams, Inc. ("Defendant") (collectively, "the Parties"), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Bursor & Fisher, P.A. (the "Firm") desires to give an undertaking (the "Undertaking") for repayment of its share of the award of attorneys' fees, costs, and expenses approved by the Court, and

WHEREAS, the Defendant does not object to the Undertaking.

NOW, THEREFORE, Plaintiffs' counsel, on behalf of himself as individual and as agent for his law firm, hereby submits himself and his law firm to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement.

By receiving any payments pursuant to the Settlement Agreement, the Firm and its shareholders, members, and/or partners submit to the jurisdiction of the Circuit Court of the

Seventeenth Judicial Circuit in and for Broward County, Florida for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and the Settlement Agreement.

In the event that the Final Settlement Order and Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, or the Final Settlement Order and Judgment are upheld, but the attorneys' fees, costs, and expenses awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, the Firm shall, within thirty (30) days repay to Defendant or Defendant's insurer, based upon written instructions provided by Defendant's Counsel, the full amount of the attorneys' fees and costs paid to the Firm from the Settlement Fund, including any accrued interest.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Settlement Order and Judgment.

In the event the Firm fails to repay to Defendant any of attorneys' fees and costs that are owed to either pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to the Firm, summarily issue orders, including but not limited to judgments and attachment orders against the Firm, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant, and represent that he has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of the Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures.

The undersigned declare under penalty of perjury under the laws of the United States that they have read and understand the foregoing and that it is true and correct.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

DATED: April 9, 2026

BURSOR & FISHER P.A.



By: Philip L. Fraietta
On behalf of Plaintiff Blatt, Plaintiff
Grubor, and putative class members

DATED: 4/10/2026, 2026

PAUL HASTINGS LLP

Signed by:



By: ^{39D7E157966314E1} Aaron Charfoos
On behalf of Defendant Barefoot Dreams, Inc.