

**IN THE CIRCUIT COURT FOR THE 13TH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

GAYLE MINANO, on behalf of themselves and all
others similarly situated,

Plaintiff,

v.

IDEAL IMAGE DEVELOPMENT CORPORATION,

Defendant.

DIVISION C

Case No.: 25-CA-011075

CLASS REPRESENTATION

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiff Gayle Minano (the “Plaintiff”), both individually and on behalf of the Settlement Class (as defined herein); and (ii) Defendant, Ideal Image Development Corporation (“Defendant” or “Ideal Image”). Plaintiff and the 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 the final approval of the Court.

RECITALS

A. On June 11, 2024, Plaintiff served a demand and notice for corrective action (the “Demand”), alleging causes of action against Ideal Image related to the alleged disclosure of personal information by tracking technologies deployed on Ideal Image’s website, www.idealimage.com (the “Website”).

B. On December 10, 2024, Plaintiff, a California resident, filed a Complaint in the United States District Court for the Southern District of California asserting the causes of action in the Demand (the “Complaint”).

C. In response to the Complaint, on or about February 2, 2025, Ideal Image filed a Motion to Dismiss under Fed. R. Civ. Pro. 12(b)(6);

D. On or about February 25, 2025, Plaintiff filed a Notice of Voluntary Dismissal of the Complaint without prejudice;

E. Upon receipt of the Demand and following the filing of the Complaint, the Parties engaged in informal discussions as to the potential for early resolution. Towards that end, the Parties exchanged letters, documents, and other information necessary to engage in early resolution.

F. The Parties’ discussions led to an agreement to engage in mediation, which the Parties agreed would take place before The Honorable Joseph A. Dickson U.S.M.J. (Ret.) of Chiesa Shahinian & Giantomasi PC, an experienced neutral with decades of relevant experience.

G. As part of the mediation, and in order to competently assess their relative negotiating positions, the Parties exchanged additional informal discovery, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant’s defenses. Given that the information exchanged was similar to the information that would have been provided in formal discovery relating to class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of their respective claims and defenses.

H. The mediation took place in-person on August 21, 2025. The Parties engaged in good faith negotiations, which at all times were at arms’ length. No settlement was reached on August 21, 2025. However, the Parties continued arm’s length negotiations over the next several

weeks, facilitated by Judge Dickson, until they were able to agree on the material terms of a settlement on October 1, 2025.

I. On November 3, 2025, Plaintiff filed a complaint in the above-captioned action (the “Action”), alleging violations of the Florida Security of Communications Act (“FSCA”), Fla. Stat. § 934.03, the California Invasion of Privacy Act (“CIPA”), Cal. Penal Code §§ 631(a), and the Electronic Communications Privacy Act (“ECPA”), 18 U.S.C. § 2510, *et seq.*

J. 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 any law or duty whatsoever, including those alleged in the Action. Defendant believes that the claims asserted in the Action lack merit and Defendant would have prevailed at summary judgment and/or trial. Nonetheless, taking into account the costs, 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 (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

K. Plaintiff believes that the claims asserted in the Action against Defendant have merit and that she would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiff may not prevail on her claims or on certifying a class. Plaintiff and Class Counsel also recognize the expense and delay associated with prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals.

Plaintiff 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, Plaintiff believes it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have 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.

L. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of a settlement, the Parties are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and in their respective best interests.

M. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Action be fully and finally settled and compromised, and that the Releasors (as defined below) release the Released Parties of the Released Claims, without costs as to Released Parties, Plaintiffs, Settlement Class Counsel, or the Settlement Class, except as explicitly provided for in this Agreement, subject to the approval of the Court, on the following terms and conditions.

1. DEFINITIONS.

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

1.1 “Action” means *Minano v. Ideal Image Development Corporation*, Case No. 25-CA-011075, pending in the Circuit Court for the 13th Judicial Circuit in and for Hillsborough County, Florida.

1.2 “Approved Claim” means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.3 “Cash Payment” means the option for Settlement Class Members who complete the claims process and submit an Approved Claim to receive cash in the amount of \$17.00 USD, subject to *pro rata* adjustment. To be entitled to the Cash Payment, each claimant must affirm they have or had account with Meta during the Class Period.

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 a payment, shall be available in electronic and/or paper format in the manner described below.

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 no later than 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.

1.6 “Class Counsel” means Sarah N. Westcot and Alec Leslie of Bursor & Fisher, P.A.

1.7 “Class Period” means January 1, 2023 through the date preliminary approval is granted.

1.8 “Class Representatives” means the named Plaintiff in this Action, Gayle Minano.

1.9 “Court” means the Circuit Court for the 13th Circuit in and for Hillsborough County, Florida.

1.10 “Defendant” means Ideal Image Development Corporation.

1.11 “Defendant’s Counsel” means Angelo A. Stio III of Troutman Pepper Locke LLP.

1.12 “Effective Date” means ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.13 “Fee Award” means the amount of attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel.

1.14 “Final” means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Approval Order approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) if there is an appeal that involves the fee award in addition to other issues, date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.15 “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Approval Order to be entered by the Court approving the Settlement Agreement, the Fee Award, and the incentive award to the Class Representative.

1.16 “Final Approval Order” means the Order to be entered by the Court that:

- i. Certifies the Settlement Class for settlement purposes only;
- ii. Finds that the Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Settlement Agreement;
- iii. Plaintiff's claims pending before it with prejudice and without costs, except as explicitly provided for in this Settlement Agreement;
- iv. Approves the Releases provided in Paragraph 3 and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
- v. Reserves jurisdiction over the settlement and this Settlement Agreement; and
- vi. Finds that there is no just reason for delay of entry of Final Approval Order with respect to the foregoing; and
- vii. The time to appeal from the Final Approval Order has expired and no appeal has been timely filed; or if such an appeal has been filed, all potential appeals have been finally resolved and have resulted in an affirmation of the Final Approval Order; or the Court following the resolution of all potential appeals enters a further order or orders approving the Settlement Agreement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

1.17 "Notice" means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be posted on a settlement website or sent to the Settlement Class substantially in the manner set forth in this Agreement, and is substantially in the form of Exhibits B, C, and D.

1.18 "Notice Date" means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than thirty (30) days after Preliminary Approval.

1.19 “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.

1.20 “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouses, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.21 “Plaintiff” means Gayle Minano.

1.22 “Preliminary Approval” means the Court’s certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.23 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiff’s motion for preliminary approval of the Agreement.

1.24 “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 on the Action, the Florida Security of Communications Act (“FSCA”), Fla. Stat. § 934.03, the California Invasion of Privacy Act (“CIPA”), the Electronic Communications Privacy Act (“ECPA”), 18 U.S.C. § 2510, or other 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, interception or transfer of information of or related to the Settlement Class Members through use of the Meta pixel or any other pixels, cookies, code, and/or tracking or analytics tools, including all claims relating to such information belonging to any and all Releasing Parties relating to or arising from their visits to the Website.

1.25 “Released Parties” means Ideal Image Development Corporation, as well as any and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, affiliates, divisions, licensors, licensees, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, reinsurers, 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.

1.26 “Releasing Parties” means Plaintiff and Settlement Class Members, jointly and severally and individually and collectively, who do not timely opt out of the Settlement Class, 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, reinsurers, 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.

1.27 “Settlement Administration Expenses” 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 Approved Claims, and all other related services.

1.28 “Settlement Administrator” means any reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.29 “Settlement Benefit Cap” shall mean Defendant’s maximum financial obligation in this matter as set forth in Paragraph 1.30.

1.30 “Settlement Fund” shall mean of the amount of three million five hundred thousand dollars (\$3,500,000.00 USD), which shall represent Defendant’s maximum financial obligation in this matter (the “Settlement Benefit Cap”). In no event shall the total amount paid by Defendant exceed the Settlement Benefit Cap. The Settlement Benefit Cap shall be comprised of: (i) all payments made to Settlement Class members on Approved Claims; (ii) any Fee Award and Expenses approved by the Court; (iii) any Incentive Awards approved by the Court; (iv) any Settlement Administration Expenses approved by the Court, and (v) any Taxes and Tax-Related Expenses.

1.31 “Settlement Class” means all nationwide consumers who used idealimage.com to schedule a consultation for services from January 1, 2023 through the date preliminary

approval is granted. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action, any members of their families, or any staff, employees or law clerks that directly work for the Judge or Magistrate presiding over this Action; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its 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; and (4) the legal representatives, successors or assigns of any such excluded persons.

1.32 **“Settlement Class Member”** means a Person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

1.33 **“Taxes and Tax-Related Expenses”** means any and all applicable taxes, duties, and similar charges imposed by a government authority (including any estimated taxes, interest or penalties) arising in any jurisdiction, if any, with respect to the income or gains earned by or in respect of the Settlement Fund.

1.34 **“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 Section 1542 of the California Civil Code, South Dakota Code Section 20-7-11, and/or any other equivalent or similar federal or state law as outlined in Paragraph 3.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members.

(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 \$17.00 USD.

(b) All Cash Payments shall be subject to the Settlement Fund of \$3,500,000. In the event that Approved Claims for Cash Payments exceed the Settlement Fund, all Cash Payments shall each be reduced *pro rata*.

(c) Each Settlement Class Member will receive his or her Cash Payment via electronic payment or first class U.S. mail to the Settlement Class Members who submitted such Approved Claims.

(d) Within ten (10) days of the Final Approval Order, Defendant shall establish a fund containing its anticipated payment of any Approved Claims for Cash Payments (the “Cash Payment Fund”). Within ten (10) days of the Effective Date, Defendant shall wire the proceeds of the Cash Payment Fund to the Settlement Administrator for distribution to Settlement Class Members. Payments to all Settlement Class Members with Approved Claims shall be made within thirty (30) days after the Effective Date.

(e) All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within one hundred and eighty (180) days after the date of issuance. Those Settlement Class Members whose cash benefit checks are not cleared within one hundred eighty (180) days after issuance will be ineligible to receive a cash settlement benefit and Defendant will have no further obligation to make any payment pursuant to this Settlement Agreement or otherwise to such Settlement Class members. Unpaid funds from uncleared checks will revert back to Defendant.

(f) A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member. An Approved Claim must verify that the claimant has or had an active account with Meta during the Class Period.

2.2 Prospective Relief. As of the Effective Date, and in connection with this settlement, Defendant will suspend its collection of sensitive information from consumers of www.idealimage.com.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement 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 Approval Order 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.

3.3 Waiver of California Civil Code Section 1542. The Releasing Parties, and each of them, hereby acknowledge that they may hereafter discover facts different from, or in addition to, those which they now claim or believe to be true with respect to the claims released herein and agree that this Agreement shall be and remain effective in all respects notwithstanding the discovery of such different or additional facts with respect to the claims released herein. In furtherance of the releases given above, the Plaintiffs and the Settlement Class Members hereby

acknowledge that they are knowingly and voluntarily waiving their rights under Section 1542 of the California Civil Code and any equivalent or similar state law to the full extent that they may lawfully waive all such rights and benefits pertaining to the subject matter hereof, and that the consequences of such waiver have been explained to them by legal counsel, the Parties acknowledge that they are familiar with the provisions of Cal. Civ. Code Section 1542, which provides:

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.

3.4 The Releasing Parties, and each of them, further waive any and all rights and benefits afforded by South Dakota Code § 20-7-11, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

3.5 Furthermore, The Releasing Parties, and each of them, herein acknowledge that the effect and import of the provisions of Section 1542 of the California Civil Code, South Dakota Code Section 20-7-11, and/or any other equivalent or similar federal or state law, have been explained to them by their own counsel. The Releasing Parties, and each of them, further acknowledge and agree that their waiver of rights under Section 1542 of the California Civil Code, South Dakota Code Section 20-7-11, and/or any other equivalent or similar federal or state law, has been separately bargained for and are essential and material terms of this Settlement Agreement and, without such waiver, this Settlement Agreement would not have been entered into by the Parties.

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List.* No later than fourteen (14) days after the entry of the Preliminary Approval Order, Defendant shall produce to the settlement administrator an electronic list from its records that includes the names, last known e-mail addresses, and last known U.S. Mail addresses, to the extent available, belonging to individuals www.idealimage.com accountholders during the Class Period. This electronic document shall be called the “Class List,” and shall be provided to the Settlement Administrator. Plaintiff and Class Counsel, on behalf of the Class Members, authorize the release of the Class List information to the Settlement Administrator.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as **Exhibit C**. If Defendant is unable to provide a valid email address for a Class Member, the Settlement Administrator shall send Notice via US Mail substantially in the form attached as **Exhibit B**, to all Settlement Class Members for whom a valid mailing address is available in the Class List. In the event transmission of e-mail 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.* Thirty (30) days prior to the Claims Deadline, the Settlement Administrator shall again send Notice via email substantially in the form attached as **Exhibit B** (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 which shall be administered and

maintained by the Settlement Administrator and shall include the ability to file Claim Forms online. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit D 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 Agreement 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/Exclusion Deadline approved by the Court and specified in the Notice, the Person 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, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's electronic filing system.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, 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, including information sufficient to confirm that the objector booked a consultation on idealimage.com during the Class Period; (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 (the "Objecting Attorneys"); 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 of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys 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 Agreement, or the Final Approval Order shall be pursuant to appeal.

4.5 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in 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 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 Objection/Exclusion Deadline, shall be invalid, and the Person(s) 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 Approval Order ; (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.

4.6 The Final Approval Hearing shall be no earlier than seventy-five (75) days after the Notice described in Paragraph 4.1(b) is provided.

4.7 Only Settlement Class Members who timely file a valid Claim Form shall be entitled to receive any payment or benefits pursuant to this Agreement. All Class Members who do not validly exclude themselves from the Settlement Class, regardless of whether they timely file a valid Claim Form, will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Approval Order 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.

4.8 For the convenience of the Parties and Settlement Class Members, below is a schedule of proposed notice and motion-related deadlines:

EVENT	PROPOSED DEADLINE
Deadline to Provide Settlement Administrator with Class List	14 Days After Preliminary Approval Order
Notice Date	30 Days After Preliminary Approval Order
Motion for Final Approval, Attorney's Fees, and Service Awards	45 Days After Notice Date
Claims Deadline	60 Days After Notice Date
Objection/Exclusion Deadline	60 Days After Notice Date
Opposition to Motion for Final Approval	60 Days After Notice Date
Opposition to Motion for Attorneys' Fees	60 Days After Notice Date
Reply In Support of Motion for Final Approval	70 Days After Notice Date
Reply In Support of Motion for Attorneys' Fees	70 Days After Notice Date
Final Approval Hearing	75 Days After Notice Date

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement 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 the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims. 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 this Agreement 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.

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.

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's Termination. Subject to Paragraphs 9.1-9.3 below, Defendant shall have the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement if any of the following conditions occur and

it provides written notice of the election to terminate to all other Parties hereto within twenty-one (21) days of knowledge of the occurrence of such event(s):

- i. the Parties fail to obtain a Preliminary Approval Order;
- ii. any court requires Defendant to comply with obligations or requirements that are greater than or materially different from the requirements set forth in this Settlement Agreement;
- iii. the Court fails to enter a Final Approval Order or an Alternative Judgment;
- iv. the settlement or Alternative Judgment is not upheld on appeal or modified, including review by the United States Supreme Court;
- v. the Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of the Settlement Agreement;
- vi. the Defendant's insurer refuses to or otherwise fails to fund in full the Settlement Fund subject to the exhaustion of the self-insured retention, and Defendant gives notice of the termination of this Settlement Agreement within ten (10) days after the deadline for funding the Settlement Fund; or
- vii. If 2,000 or more of Settlement Class Members submit valid written objections seeking exclusion from the Class from the Court.

6.2 The Class Representative's Termination. Subject to Paragraphs 9.1-9.3 below, the Class Representative shall have the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this Settlement Agreement if any of the events outlined Paragraph 6.1(i), (ii), (iii) or (iv) occur and the Class Representative provides written notice of the election to do terminate to all other Parties hereto.

6.3 The Parties agree that the Court's failure to approve, in whole or in part, the Fee Award payment to Class Counsel and/or the incentive award set forth in Paragraph 8 below 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 Incentive Awards 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 Settlement 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 Forms for dissemination substantially in the form of Exhibits A, B, C, and D hereto. 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 Agreement 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 Approval Order, 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 Settlement 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 Approval Order , 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 Agreement and the proposed 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 Plaintiff 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 United States 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 Agreement;

(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; and

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

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

8.1 Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys' fees out of the Settlement Sum in an amount determined by the Court, as well as

reasonable litigation costs and expenses. The amount awarded by the Court is known as the Fee Award. With no consideration given or received, Class Counsel will limit its petition for attorneys' fees to no more than one-third of the Settlement Fund. Class Counsel shall also be permitted to ask the Court for reasonable litigation costs and expenses not to exceed \$15,000.

8.2 The Fee Award shall be payable within thirty (30) days after entry of the Court's Final Approval Order, subject to Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking") attached hereto as Exhibit E, and providing a W-9 Form for Class Counsel. Payment of the Fee Award shall be made by check delivered to Bursor & Fisher, P.A. at 701 Brickell Avenue, Suite 2100 Miami, FL 33131. Notwithstanding the foregoing, if for any reason the Final Approval Order is reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds to the Settlement Fund.

8.3 Class Counsel intends to file a motion for Court approval of an Incentive Award for the Class Representative, to be paid out of the Settlement Sum, in addition to any funds the Class Representative stands to otherwise receive from the Settlement. With no consideration having been given or received for this limitation, the Class Representative will seek no more than \$3,000 as an incentive award. Such award shall be paid in the form of a check to the Class Representatives that is sent care of Class Counsel within thirty (30) days after 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 Class Counsel have executed this Agreement;
- (b)** The Court has entered the Preliminary Approval Order;

(c) The Court has entered the Final Approval Order, following Notice to the Settlement Class and a Final Approval Hearing, and a judgment consistent with this Agreement in all material respects; and

(d) The Final Approval Order 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 Paragraph 9.1 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 Plaintiff and Defendant, through their respective 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 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 Settling Parties.

9.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 6.1, 6.2, or 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 Approval Order 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 Agreement; 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 Approval Order 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 Approval Order, 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 Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiff, 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 Plaintiff or defended by Defendant, or each or any of them, in bad faith or on a frivolous 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 Agreement 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 Plaintiff, 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 Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Approval Order 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 Plaintiff, 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 Plaintiff, 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 Plaintiff represents and warrants that she has not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that she is 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 Plaintiff 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 Agreement 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 the undersigned counsel: Sarah N. Westcot, Bursor & Fisher, P.A., 701 Brickell Avenue, Suite 2100, Miami, FL 33131; Angelo A. Stio, III, Troutman Pepper Locke LLP, 104 Carnegie Center Drive, Suite 203, Princeton, NJ 08540.

10.18 Plaintiff 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 Preliminary or Final 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).

IT IS SO AGREED TO BY THE PARTIES:

Dated: 10/12/2025

GAYLE MINANO

By: 
Gayle Minano (Dec 10, 2025 14:38:30 PST)

Gayle Minano, individually and as representative of
the Class

Dated: _____

IDEAL IMAGE DEVELOPMENT CORPORATION

By: _____

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IT IS SO AGREED TO BY THE PARTIES:

Dated: _____

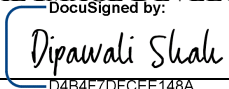
GAYLE MINANO

By: _____

Gayle Minano, individually and as representative of the Class

Dated: 12/19/2025 | 3:56:21 PM EST

IDEAL IMAGE DEVELOPMENT CORPORATION

By:  _____
D4B4F7DFCEE148A...

Name: Dipawali Shah

Title: General Counsel

APPROVED AS TO FORM:

Dated: _____

BURSOR & FISHER, P.A.

By: _____
Sarah N. Westcot

Dated: _____

LAW OFFICES OF JIBRAEL S. HINDI, PLLC

By: _____
Zane Hedaya

Class Counsel

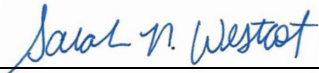
Name: _____

Title: _____

APPROVED AS TO FORM:

Dated: 1/6/2026

BURSOR & FISHER, P.A.

By: 
Sarah N. Westcot

Dated: 01/06/2026

LAW OFFICES OF JIBRAEL S. HINDI, PLLC

By: 
Zane Hedaya

Class Counsel