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IN THE CIRCUIT COURT FOR THE SEVENTEENTH JUDICIAL DISTRICT IN AND FOR BROWARD COUNTY, FLORIDA

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

Plaintiffs,

v.

BAREFOOT DREAMS, INC.,

Defendant.

CIVIL ACTION NO. CACE26003507

PLAINTIFFS' SUPPLEMENTAL BRIEF IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL, ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS

Hon. Michele Towbin Singer

Date: September 24, 2026
Time: 8:45 a.m.

Plaintiffs Abby Grubor and Juliette Blatt ("Plaintiffs" or "Class Representatives") hereby submit this supplemental brief in support of Plaintiffs' Motion for Final Approval of Class Action Settlement, Attorneys' Fees, Costs, Expenses, and Service Awards.

INTRODUCTION

On August 17, 2026, this Court held a Final Approval Hearing on the Parties' proposed class action settlement, which this Court preliminarily approved as "within the range of reasonableness" on May 1, 2026. Order Granting Preliminary Approval ("PA Order") at 2. The Court granted Class Counsel leave to submit this supplemental brief at the August 17, 2026 Final Approval Hearing. Supplemental Declaration of Philip L. Fraietta ("Fraietta Supp. Decl.") ¶ 13.

The $8.00 Cash Payment is not a discount from recovery—it represents a ***certain*** recovery in place of claims that Plaintiffs might never have been able to prove after lengthy litigation (e.g., motion(s) to dismiss, motion(s) summary judgment, a motion for class certification, appeals, etc.). Fraietta Supp. Decl. ¶ 23. Should Plaintiffs fail at any stage in this litigation, the class would receive ***no recovery***. *Id.* This is a website tracking-pixel case alleging that Defendant permitted Meta Platforms Inc. ("Meta") and Attentive Mobile, Inc. ("Attentive") to intercept website users' communications in violation of the Florida Security of Communications Act ("FSCA") § 934.03, Electronic Communications Privacy Act ("ECPA") (18 U.S.C. §2511, *et seq.*), the California Invasion of Privacy Act ("CIPA") § 631, CIPA § 632, the Comprehensive Computer Data and Access and Fraud Act ("CDAFA") § 502, and the California Constitution. Fraietta Supp. Decl. ¶ 10; *see generally* Compl.

The governing law is unsettled and rapidly evolving, and such claims face substantial merits and procedural hurdles at the pleading stage and beyond; had any one of Defendant's defenses succeeded, the Class would have recovered nothing. Plaintiffs' Motion for Final

Approval at 7–8; Fraietta Supp. Decl. ¶¶ 8, 19–22. Indeed, as detailed here, Defendant raised myriad robust defenses, any number of which would have disposed of the action in its entirety or defeated the necessary prerequisites under Rule 23. Measured against that risk, an $8.00 cash payment is fully consistent with—and in many instances exceeds—the per-claim recoveries courts have approved in comparable privacy cases. *See e.g. Peters v. BuzzFeed, Inc.*, Case No. CACE24004380, 2024 WL 5480008 (Fla. 17th Cir. Ct. Oct. 25, 2024) (approving settlement providing an $8.00 cash payment per claimant in a Meta-pixel VPPA tracking case).

The requested fee is likewise reasonable. Under Florida law, a fee can be measured either under the lodestar method or a percentage of recovery method. Under either method, Class Counsel's fee should be deemed reasonable. *See infra* Sections I.A.–I.B. Moreover, it is consistent with fees this Court and other courts routinely approve in comparable class actions. *See infra* Section I.C. Finally, the requested $5,000 Service Award to each Class Representative is modest and well-supported. *See infra* Section IV.

The Settlement Class has embraced this result: after direct notice reached 93.6% of the Class, only two members of a Class of approximately 337,665 objected, and not one opted out. Supplemental Declaration of Cameron R. Azari ("Azari Supp. Decl.") ¶¶ 15, 20; Fraietta Supp. Decl. ¶¶ 2, 17; *see* Fraietta Supp. Decl. Exhibit 1 (the "Addendum"); *Lipuma v. American Express Co.,* 406 F.Supp.2d 1298, 1324 (S.D. Fla. 2005) (finding the "low percentage of objections points to the reasonableness of a proposed settlement and supports its approval."). Plaintiffs respectfully request that the Court grant final approval, approve the requested fee and costs, and approve the Service Awards.

ARGUMENT[1]

I. PLAINTIFFS' REQUEST FOR ATTORNEYS' FEES IS REASONABLE

Class Counsel requests a fee of one-third of the Settlement Fund ($900,440.00) as provided for in the Settlement Agreement. Agreement § 8.1; *see generally* Addendum. That request is reasonable under both the percentage-of-recovery method and the lodestar-and-multiplier framework.

A. Plaintiffs' Percent of Fund Request Is Reasonable

One third of the Total Gross Settlement—inclusive of litigation costs and expenses—is well within the approvable range of attorneys' fees among Florida courts throughout the country. *See, e.g.*, *Newberry, et al. v. OneBlood, Inc.*, Case No. CACE25010397 (Fla. 17th Cir. Ct. Dec. 9, 2025) (granting 35% fee award in class action settlement) (approx. claims rate of 1.85%); *Peters v. BuzzFeed, Inc.*, Case No. CACE24004380, Order Granting Final Approval (Fl. 17th Cir. Ct. Oct. 18, 2024) (awarding attorneys' fees equal to one-third of the Settlement Fund) (approx. claims rate of 0.17%)); *Bolanos v. VSHRED, LLC,* No. CACE25001211 (Fla. 17th Cir. Ct. Sept. 11, 2025) (awarding one-third of gross fund in fees) (approx. claims rate of 0.97%); *Wade v. The Daily Wire, LLC*, No. CACE24003886 (Fla. 17th Cir. Ct. Mar. 21, 2024) (same) (approx. claims rate of 1.13%); *Ramirez v. Forbes Media LLC*, No. CACE25011695 (Fla. 17th Cir. Ct. Aug. 5, 2025) (Towbin Singer, J.) (same) (approx. claims rate of 0.4%); *Fried v. Kaiser Foundation Health Plan, Inc.*, No. 2025-016220-CA-01 (Fla. 11th Cir. Ct. Dec. 30, 2025) (approx. claims rate of 6%); *Kowlessar v. EZPawn Fla., Inc.*, No. 2022-008506-CA-01 (Fla. 11th Cir. Ct. Oct. 24, 2022) (award of 31% of fund); *In re Fortra File Transfer Software Data Sec. Breach Litig.*, 2025 WL 2675178,

[1] "Florida courts often look to federal cases for guidance as persuasive authority on issues regarding class actions." *Barnhill v. Fla. Microsoft Anti-Tr. Litig.*, 905 So. 2d 195, 198 (Fla. Dist. Ct. App. 2005).

at *11 (S.D. Fla. Sept. 17, 2025) (granting request for one-third of settlement fund); *Wolff v. Cash 4 Titles*, 2012 WL 5290155, at *5–6 (S.D. Fla. Sept. 26, 2012) ("The average percentage award in the Eleventh Circuit mirrors that of awards nationwide-roughly one-third.") (collecting cases); *Asselta v. Nova Se. Univ.*, 2025 WL 1560772, *5 (S.D. Fla. May 28, 2025) ("an award of 33.3% of the Settlement Fund for attorney's fee is reasonable").

Even where the pay-out following the claims process is lower, the percentage of fund analysis may still apply. *See Hanley v. Tampa Bay Sports & Ent. LLC*, 2020 WL 2517766, at *5 (M.D. Fla. Apr. 23, 2020) (noting that the percentage of the fund analysis applies to claims made settlements and that the "percentage applies to the total fund created, even where the actual payout following the claims process is lower."). Indeed, both the United States Supreme Court and the Eleventh Circuit have expressly approved calculating fees by applying the percentage-of-recovery method to the total value of the settlement. *See Boeing v. Van Gemert*, 444 U.S. 472, 478 (1980) ("[A] litigant or lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."); *Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1295–96 (11th Cir. 1999) (affirming fee award of 33-1/3% of total amount made available to class, and determining that attorney's fees may be determined based on total fund, not just actual payout to class); *see also Poertner v. Gillette Co.*, 618 Fed. Appx. 624, 628 (11th Cir. 2015) (quoting *Camden I Condo. Ass'n v. Dunkle*, 946 F.2d 768, 774 (11th Cir. 1991) ("attorney's fees awarded from a common fund shall be based on a reasonable percentage of the fund established for the benefit of the class")); *David v. Am. Suzuki Motor Corp.*, 2010 WL 1628362 (S.D. Fla. Apr. 15, 2010) (settlement with ascertainable benefits may be treated as a common fund to which a percentage fee may be awarded, even if the fee is separately paid by the defendant).

Simply put, fees are awarded based on a percentage of the total benefits made available, regardless of the actual payout to the class. *See Waters*, 190 F.3d at 1295–96; *Hanley*, 2020 WL 2517766, at *5 (noting that the percentage of the fund analysis applies to claims made settlements and that the "percentage applies to the total fund created, even where the actual payout following the claims process is lower"). Indeed, "the valuation of counsel's fees should be based on the opportunity created for the Settlement Class—courts should give considerable weight to counsel's efforts to afford class members the opportunity to recover meaningful relief by availing themselves of a claims process that is procedurally fair. And counsel should not be penalized for class members' failure to take advantage of such a settlement." *Montoya v. PNC Bank N.A.*, 2016 WL 1529902, at *23 (S.D. Fla. Apr. 13, 2016). For purposes of determining the total value of the common fund or class benefit, both monetary and nonmonetary relief, are considered. *Camden I*, 946 F.2d at 77 l; *Poertner*, 618 F. App'x at 628. Where, as here, notice and administration costs and attorney's fees and costs are to be paid from the Settlement Amount, it is proper to use the total value of the Settlement Amount which was created for the benefit of the Settlement Class, from which Plaintiffs' fee request is judged. *Peterson v. Apria Healthcare Grp., Inc.*, Case No. 6:19-cv-00856, ECF No. 55 at 19 (M.D. Fla. Nov. 2, 2020).

Here, Class Counsel seeks one-third of the Settlement Fund Amount ($900,440.00), which is inclusive of all litigation costs and expenses incurred. Class Counsel spent numerous hours on this matter including investigating the potential claims and relevant legal and factual issues, drafting pleadings, preparing for and attending mediation, data analysis, protracted settlement negotiations, drafting the settlement agreement and accompanying exhibits, drafting preliminary approval motion papers, working with Epiq to ensure the timely and proper dissemination of notice, fielding calls and emails from class members and Class Representatives, and drafting the instant motion. Class Counsel's work is far from over, as they will spend significant additional time over the coming months continuing to work with the claims administrator and class members in order to distribute payments from the Settlement Fund. Courts typically award similar or identical percentages of the settlement value in comparable cases. *See, e.g.*, *Wolff v. Cash 4 Titles*, 2012 WL 5290155, at *5–6 ("The average percentage award in the Eleventh Circuit mirrors that of awards nationwide-roughly one-third.") (collecting cases); *Asselta v. Nova Se. Univ.*, 2025 WL 1560772, *5 ("an award of 33.3% of the Settlement Fund for attorney's fee is reasonable").

As such, the attorney's fees of one third of the Settlement Fund amount is appropriate and reasonable. *See Wilson v. EverBank*, 2016 WL 457011, at *15, 24 (S.D. Fla. Feb. 3, 2016) (approving fees based on time spent "litigating the class claims . . . and negotiating and administering the Settlement"); *Waters*, 190 F. 3d at 1292–98 (affirming fee award of 33 1/3% of settlement of $40 million); *Seghroughni v. Advantus Rest., Inc.*, 2015 WL 2255278, at *1 (M.D. Fla. May 13, 2015) ("An attorney's fee . . . which is one-third of the settlement fund . . . is fair and reasonable in light of the results obtained by the Lead Counsel, the risks associated with this action, the Lead Counsel's ability and experience in class action litigation, and fee awards in comparable cases."); *Wolff v. Cash 4 Titles*, 2012 WL 5290155, at *4 (S.D. Fla. Sept. 26, 2012) ("One-third of the recovery is considered standard in a contingency fee agreement.").

B. Counsel's Lodestar Supports The Requested Fee Award

Some Florida courts measure attorneys' fees under the lodestar method: reasonable hours multiplied by a reasonable rate. Courts may enhance this with a contingency risk multiplier. *Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309, 315 (Fla. 1995) ("we set the maximum multiplier available . . . at 5").

The lodestar. As set forth in the accompanying supplemental declaration of Philip L. Fraietta, Class Counsel has devoted approximately 284.30 hours to this matter at reasonable hourly rates, yielding a base lodestar of approximately $174,943.57 (inclusive of expenses). Fraietta Supp. Decl. Ex. 3 (lodestar). Those hours reflect the work already described to the Court: investigating the tracking-pixel claims and the applicable law, analyzing Defendant's data practices, preparing for and conducting mediation, engaging in protracted arm's-length settlement negotiations, drafting the Settlement Agreement and preliminary- and final-approval papers, and overseeing the notice and claims process with the Settlement Administrator. However, Class Counsel's work "is far from over," as the lodestar does not include the estimated 30 hours of work Class Counsel will put into prepping for the hearing, assisting Epiq with administering the Settlement, and distributing payments to the Class. Fraietta Supp. Decl. ¶ 34; Plaintiffs' Motion for Final Approval at 20.

The multiplier. Should the Court elect to adopt this method for calculating the fee award, Class Counsel respectfully submits a contingency risk multiplier is proper in this action. Florida courts apply the following factor: (1) whether the relevant market requires a multiplier to obtain competent counsel; (2) whether counsel could mitigate the risk of nonpayment; and (3) the amount involved, the results obtained, and the fee arrangement between counsel and client. *Standard Guar. Ins. Co. v. Quanstrom*, 555 So. 2d 828, 834 (Fla. 1990). Each factor supports enhancement. Class Counsel undertook this matter on a wholly contingent basis, advancing all costs with no assurance of any recovery, and could not mitigate the risk of nonpayment. Fraietta Supp. Decl. ¶¶ 30, 36. The risk of nonpayment was acute: as explained above, the Class faced a genuine prospect of recovering nothing in an unsettled and rapidly evolving area of privacy law. Plaintiffs' Motion for Final Approval at 7; Fraietta Supp. Decl. ¶¶ 8, 19. Moreover, Article III presents a real hurdle to nationwide claims brought under federal statutes. *See e.g. Popa v. Microsoft Corp.*, 153 F.4th 784 (9th Cir. 2025); *Cook v. GameStop, Inc.*, 148 F.4th 153 (3d Cir. 2025). And the results were substantial: a $2,701,320.00 fund. Fraietta Supp. Decl. ¶ 15 & Ex. 1 (Addendum) at 2. Because success was far from assured at the outset, this case falls within the range in which Florida courts apply a meaningful multiplier. *Joyce v. Federated Nat'l Ins. Co*., 228 So. 3d 1122, 1126–34 (Fla. 2017). Moreover, the Florida Supreme Court has expressly rejected the idea of a "rare and exceptional circumstances" prerequisite to a multiplier. *Id.* at 1125. Accordingly, when the evidence supports enhancement, the multiplier is fully available. *Id.*

The cross-check. The requested fee of $900,440.00 represents a multiplier of approximately 5.15 on Class Counsel's lodestar. Presently, the multiplier does not include the additional hours Class Counsel anticipates spending preparing for further hearings, working with Epiq to finalize and administer the Settlement, distributing Cash Payments to the Settlement Class, and reporting to the Court. *Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1344 (S.D. Fla. 2007) ("lodestar multiples 'in large and complicated class actions' range from 2.26 to 4.5"). In many cases, multiples much higher have been approved. *See, e.g., Weiss v. Mercedes–Benz of N. Amer., Inc.*, 899 F.Supp. 1297 (D.N.J.1995) (multiple of 9.3 times lodestar); *In re RJR Nabisco, Inc. Sec. Litig.*, 1992 WL 210138, Fed. Sec. L. Rep. (CCH) ¶ 96,984 (S.D.N.Y.1992) (multiple of 6 times lodestar); *Cosgrove v. Sullivan*, 759 F.Supp. 166 (S.D.N.Y.1991) (multiple of 8.74); *Glendora Comm. Redevelopment Agency v. Demeter*, 155 Cal.App.3d 465, 202 Cal.Rptr. 389 (Cal.Ct.App.1984) (multiple of 12 times lodestar); *Grimshawe v. New York Life Ins. Co.*, Case No. 96–0746–Civ–Nesbitt (S.D.Fla.) (percentage-based fee award equivalent to a multiple of 8.5). The lodestar cross-check thus confirms that the requested one-third fee is reasonable, and consistent with the purpose of contingency fee multipliers. *Joyce v. Federated Nat'l Ins. Co.*, 228 So. 3d at

1134 ("contingency fee multipliers are intended to encourage attorneys to take cases they otherwise might not take").

C. The Settlement And Requested Fee Award Are Consistent With Similar Cases

1. <u>The Requested Fees Are Consistent With This Court's Previous Opinions</u>

Class Counsel's requested fee award is in line with prior class action settlements approved by this Court. *See e.g., Pearson v. Transak USA, LLC*, CACE25010305 (Towbin Singer, J.) (approving class counsel's request for $200,000 in fees where the defendant's maximum liability was $ 601,000) (preliminary claims rate of 0.7% of identified class members); *Ramirez v. Forbes Media, LLC,* CACE25011695 (Towbin Singer, J.) (approving class counsel's request for fees in the amount of one-third of the Settlement Fund) (approximate claims rate of 0.4% of notified class members); *Letizio v. Akumin Operating Corp.*, CACE25011999 (approving $2,850,000 in attorneys' fees where the defendant was obligated to fund no more than $1,500,000 in documented losses) (approximate claims rate of 1.1% of notified class members). Accordingly, the requested one-third fee is a customary award in this Court for contingent class litigation of this kind and approving that fee here would be fully consistent with this Court's prior practice. *Id.*

2. <u>The Requested Fees Are Consistent With Similar Awards</u>

One third of the Total Gross Settlement (and Class Counsel's request is inclusive of litigation costs and expenses) is well within the approvable range of attorneys' fees among Florida courts throughout the country. *See*, *e.g.*, *Newberry, et al. v. OneBlood, Inc.*, Case No. CACE25010397 (Fla. Cir. Ct. Dec. 9, 2025) (granting 35% fee award in class action settlement); *Wolff v. Cash 4 Titles*, 2012 WL 5290155, at *5–6 (S.D. Fla. Sept. 26, 2012) ("The average percentage award in the Eleventh Circuit mirrors that of awards nationwide-roughly one-third.") (collecting cases); *Asselta v. Nova Se. Univ.*, 2025 WL 1560772 (S.D. Fla. May 28, 2025) ("an award of 33.3% of the Settlement Fund for attorney's fee is reasonable"); *Peters v. BuzzFeed, Inc.*, Case No. CACE24004380, Order Granting Final Approval (awarding attorneys' fees equal to one-third of the Settlement Fund); *Bolanos v. VSHRED, LLC*, No. CACE25001211 (Fla. Cir. Ct. Sept. 11, 2025) (same); *Wade v. The Daily Wire, LLC*, No. CACE24003886 (Fla. Cir. Ct. Mar. 21, 2024) (same); *Ramirez v. Forbes Media LLC*, No. CACE25011695 (Fla. Cir. Ct. Aug. 5, 2025) (same); *Fried v. Kaiser Foundation Health Plan, Inc.*, No. 2025-016220-CA-01 (Fla. Cir. Ct. Dec. 30, 2025) (same); *Kowlessar v. EZPawn Fla., Inc.*, No. 2022-008506-CA-01 (Fla. Cir. Ct. Oct. 24, 2022) (same). Plaintiffs provided ample caselaw in support of their Motion for Final Approval, and the fee is properly measured against the total value of the fund created for the Class. *See Hanley v. Tampa Bay Sports & Entm't Ltd. Liab. Co*., 2020 WL 2517766, at *5 (M.D. Fla. Apr. 23, 2020) (noting that the percentage of the fund analysis applies to claims made settlements and that the "percentage applies to the total fund created, even where the actual payout following the claims process is lower").

Simply put, Florida courts hold that "the valuation of counsel's fees should be based on the opportunity created for the Settlement Class—courts should give considerable weight to counsel's efforts to afford class members the opportunity to recover meaningful relief by availing themselves of a claims process that is procedurally fair. And counsel should not be penalized for class members' failure to take advantage of such a settlement." *Montoya v. PNC Bank N.A.*, 2016 WL 1529902, at *23 (S.D. Fla. Apr. 13, 2016); *Pinto v. Princess Cruise Lines, Ltd.*, 513 F. Supp. 2d 1334, 1339 (S.D. Fla. 2007) ("The percentage applies to the total fund created, even where the actual payout following the claims process is lower.") (citing *Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1295-96 (11th Cir. 1999)).

II. THE $8 PER CLAIM AMOUNT IS REASONABLE

The $8.00 Cash Payment is fair, adequate, and reasonable because it delivers certain, immediate relief in exchange for claims of deeply uncertain value. Each of the Florida settlement-approval factors supports approval, and the per-claim amount is squarely within the range courts have approved in comparable privacy cases.

The recovery must be measured against litigation risk. Plaintiffs faced substantial risk that Defendant would prevail on a motion to dismiss, in opposing class certification, on summary judgment, at trial, or on appeal; these risks are heightened in privacy and wiretap litigation, "where the governing law is rapidly evolving and where such claims—including tracking-pixel claims like those asserted here—face substantial hurdles even at the pleading stage." Plaintiffs' Motion for Final Approval at 7; Fraietta Supp. Decl. ¶¶ 8, 19. Both the complexity of the technology and the application of the privacy statutes and common law rights to the facts make these claims particularly hard fought. Specifically, Plaintiffs asserted relatively novel claims that—in spite of the presence of a cookie banner and privacy policy on Defendant's website—Plaintiffs did not consent to the use of Meta Platforms, Inc. and Attentive Mobile Inc. web advertising tools on the Defendant's retail website, which disclosed information that could (in the aggregate) reveal their identity and shopping preferences. *See* Compl. at ¶¶ 9–10. Plaintiffs argued that although they rejected cookies, the Website shared cookies embedded with their IP address and alphanumeric Meta and Attentive-assigned IDs, which could be connected with URLs to reveal their identities and their shopping preferences. *Id.* at ¶¶ 63–74. Defendant, in turn, had raised a host of defenses to these claims – that informed Plaintiffs regarding potential hurdles both procedurally and on the merits. For instance, Defendant contended that cookies did not constitute the type of "computer contaminant" contemplated under the CDAFA. In addition, Defendant asserted that because no intrusive or private information was shared, the class would face a fundamental issue demonstrating injury in fact for purposes of Article III. Moreover, Defendant raised questions about the ability to satisfy Rule 23, which is a common inflection point in pixel cases like this one considering the difficulties showing which class members agreed to cookies, utilized certain settings on their devices that would block cookies, and thus which individuals are actually members of the class. *See, e.g.*, *In re Google Inc. Cookie Placement Consume Privacy Litig.*, Case No. 1:12:md-02358-JDW (D. Del. Aug. 27, 2026). Defendant asserted that Plaintiffs would be unable to establish that ascertainability, predominance, or superiority under Rule 23 at the class certification stage. The parties sparred for months regarding these issues even prior to the filing of the instant action, which informed the parties' respective valuation of the claims, understanding of the weaknesses and strengths in their positions, and risks of continued litigation here. Had Defendant prevailed on any one of these defenses, the Class would have recovered nothing. Plaintiffs' Motion for Final Approval at 7; Fraietta Supp. Decl. ¶¶ 19, 23. And notably, in spite of these challenges, the settlement achieves an award, including by obtaining remuneration on behalf of *all purchasers* over the class period, although it would have been very difficult to ascertain (on an individual or class wide basis) whether many of those purchasers opted out of cookies or if their information was ever shared with Meta or Attentive.

Because a settlement is judged against these risks and not against a hypothetical maximum, the relevant question is not whether $8.00 approximates full statutory damages, but whether it is a fair compromise of claims that might have yielded nothing. It plainly is. Plaintiffs' Motion for Final Approval at 7, 12; *see e.g.*, *Peters v. Buzzfeed*, No. CACE24004380 (approving $8 per claimant settlement under a VPPA meta-pixel tracking case).

Moreover, an $8.00 recovery is consistent with, and often exceeds, comparable privacy settlements. Here, the class relief made available is squarely in line with other similar privacy-related settlements that have been approved by Florida courts and courts throughout the country. This too cuts against the suggestion that Class Counsel is somehow benefiting at the expense of the Class. *E.g.*, *Jewell v. Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital*, No. 23-CA-014439 (Fla. Cir. Ct. Oct. 25, 2025) (providing $15 cash payment to claimants); *Bolanos v. VSHRED, LLC*, No. CACE25001211 (Fla. Cir. Ct. Sept. 11, 2025) (providing $10 cash payment to claimants); *compare Peters v. Buzzfeed, Inc.,* No. CACE24004380, 2024 WL 5480008 (Fla. 17th Cir. Ct. Oct. 25, 2024) (final approval order) *with Peters v. Buzzfeed, Inc.,* No. CACE24004380 Final Approval Motion (Oct. 14, 2024) (final approval motion for $8 per claimant); *Jackson v. Fandango Media, LLC*, Case No. 2023LA000631 (Ill. Cir. Ct. DuPage Cnty.) (approving settlement providing $5 cash payment or $15 movie ticket voucher); *Ambrose v. Boston Globe Media Partners, LLC*, 1:22-cv-10195 (D. Mass. Sept. 19, 2022) (providing cash payment of approximately $9.69 per claimant); *Aldana et al. v. Gamestop, Inc.*, Index No. 500772/2025 (N.Y. Sup. Ct. Oct. 17, 2025) (providing $5 cash payment or $10 Gamestop voucher per claimant); *Doe v. Lima Memorial Hospital*, CV20220490 (Ct. Common Pleas, Allen Cnty. Oh.) (providing $7.08 per class member); *In re Novant Health*, 1:22-cv-00697 (M.D.N.C.) (providing $4.89 per class member); *In re Advocate Aurora Health Pixel Litigation*, 2:22-cv-01253 (E.D. Wisc.) (providing $4.90 per class member); *Doe, et al. v. Partners Healthcare System, Inc., et al.*, 1984CV01651-BLS1 (Suffolk Cnty. Super. Ct. Mass.) (providing $6.13 per class member); *Manza v. Pesi, Inc.*, 2026 WL 184549 (W.D. Wis. Jan. 23, 2026) (reasoning each class member receiving $6.15 was fair, in part because early settlement against uncertain merits justifies a reduced amount, and that the harm—unwanted targeted advertising—involves no out-of-pocket loss and cannot easily be measured); *Braun v. Phila. Inquirer, LLC*, No. 22-cv-4185-JMY, 2025 U.S. Dist. LEXIS 85786, at *9 (E.D. Pa. May 6, 2025) ($6.25 per class member for VPPA claims); *B.K. v. Eisenhower Med. Ctr.*, No. EDCV 23-2092 JGB (DTBx), 2025 U.S. Dist. LEXIS 209288, at *1 (C.D. Cal. Oct. 20, 2025) ($4.59 per class member for ECPA and CIPA claims); *Lane v. Facebook, Inc.*, No. C 08-3845RS, 2010 U.S. Dist. LEXIS 24762, at *11 (N.D. Cal. Mar. 17, 2010) ($2.63 per class member for ECPA, CDAFA, and VPPA violation); *In re Google LLC St. View Elec. Communs. Litig.*, 611 F. Supp. 3d 872, 879 (N.D. Cal. 2020) ($0.22 per class member for ECPA claims); *Hod v. Medtronic Minimed, Inc.*, No. 2:23-cv-07154-JLS-PVC, 2025 U.S. Dist. LEXIS 204990, at *10 (C.D. Cal. Sep. 18, 2025) ($8.71 per class member for ECPA, invasion of privacy and breach claims); *Vishal Shah v. Fandom, Inc.*, No. 3:24-cv-01062-RFL, 2025 U.S. Dist. LEXIS 261704, at *3 (N.D. Cal. Dec. 16, 2025) ($1.39 per class member); *Batmanghelich v. Sirius XM Radio, Inc.*, No. CV 09-9190 VBF (JCx), 2011 U.S. Dist. LEXIS 155710, at *3 (C.D. Cal. Sep. 13, 2011) ($5.77 per class member); *Cohorst v. BRE Props.*, No. 3:10-CV-2666-JM-BGS, 2011 U.S. Dist. LEXIS 151719, at *4 (S.D. Cal. Nov. 9, 2011) ($4.70 per class member); *Nader v. Capital One Bank (USA), N.A.*, No. CV 12- 1265 DSF (RZx), 2013 U.S. Dist. LEXIS 188755, at *1 (C.D. Cal. June 11, 2013) ($2.73 per class member); *Doe v. Kaiser Found. Health Plan, Inc.*, No. 23-cv-02865-EMC,2025 U.S. Dist. LEXIS 210539, at *7 (N.D. Cal. Oct. 24, 2025) ($3.51 per class member).

The Class's reaction confirms the settlement's fairness. After direct notice reached 93.6% of the Class, only two of approximately 337,665 members objected and none requested exclusion. Azari Supp. Decl. ¶¶ 15, 20; Fraietta Supp. Decl. ¶¶ 2, 17. As discussed *infra*-Section III, the objections should be overruled. *See e.g. Lipuma v. American Express Co.,* 406 F.Supp.2d 1298, 1324 (finding the "low percentage of objections points to the reasonableness of a proposed settlement and supports its approval”). Notably, thousands of class members not only filed claims, but interacted with the Settlement Website, the Settlement Administrator’s toll-free line, and other resources made available to the class. Azari Supp. Decl. ¶¶ 6–22.

The Claims Rate Does Not Impact Reasonableness. To the contrary, “there is nothing inherently unfair about a single-digit claims rate in a class settlement.” *Lee v. Ocwen Loan Servicing, LLC*, 2015 WL 5449813, at *22 (S.D. Fla. Sept. 14, 2015); *see also Casey v. Citibank, N.A.*, 2014 WL 4120599, at *2 (N.D.N.Y. Aug. 21, 2014) (low claim rate “does not impact the fairness, reasonableness, or adequacy of the proposed settlement.”); *Saccoccio v. JP Morgan Chase Bank, N.A.*, 297 F.R.D. 683, 696 (S.D. Fla. 2014) (“[C]ourts in this district have approved claims-made settlements where the participation rate was very low.”).

Indeed, courts throughout Florida (and the country) regularly approve claims rates similar to or even lower than the claims rate here. Azari Supp. Decl. ¶ 22 (4,944 Claim Forms received as of August 11, 2026); *see*, *e.g.*, *Poertner v. Gillette Co.*, 618 F. App’x 624, 626 (11th Cir. 2015) (approving settlement with 0.76% claims rate); *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1382 (S.D. Fla. 2007) (approving settlement with 1.1% claims rate); *Moore v. Verizon Commc’n Inc.*, 2013 WL 4610764, at *8 (N.D. Cal. Aug. 28, 2013) (granting final approval, over objections, to settlement with 3% claims rate); *In re Online DVD—Rental Antitrust Litig.*, 779 F.3d 934, 944–45 (9th Cir. 2015) (approving settlement with less than 4% claims rate, noting that “settlements have been approved where less than five percent of class members file claims”); *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 329 n.60 (3d Cir. 2011) (*en banc*) (noting evidence that claims rates in consumer class settlements “rarely” exceed 7%, “even with the most extensive notice campaigns.”); *Keil v. Lopez*, 862 F.3d 685, 697 (8th Cir. 2017) (“[A] claim rate as low as 3 percent is hardly unusual in consumer class actions and does not suggest unfairness.”); *Pollard v.*

Remington Arms Co., LLC, 320 F.R.D. 198, 214 (W.D. Mo. 2017), *aff'd,* 896 F.3d 900 (8th Cir. 2018) ("Courts around the country have approved settlements where the claims rate was less than one percent."); *LaGarde v. Support.com, Inc.*, 2013 WL 1283325, at *2–10 (N.D. Cal. Mar. 26, 2013) (approving settlement with a claims rate 0.17%); *In re Apple iPhone 4 Prods. Liab. Litig.*, Case No. 10-2188, 2012 WL 3283432, at *1–3 (N.D. Cal. Aug. 10, 2012) (approving settlement with claims rate between 0.16% and 0.28%); *Trombley v. Bank of Am. Corp.*, 2012 WL 1599041, at *2 (D. R.I. May 4, 2012) (approving a class action settlement that garnered 0.9% claims rate); *In re Packaged Ice Antitrust Litig.*, Case No. 08-MDL-1952, 2011 WL 6209188, at *14 (E.D. Mich. Dec. 13, 2011) (approving a class action settlement with a claims rate of less than 1%).

Here, the claims rate, nearly ~2%, exceeded many of those in the aforementioned cases, and should have no impact on the Court's approval of the settlement at issue in this case.

III. THE OBJECTIONS SHOULD BE OVERRULED IN THEIR ENTIRETY

Two Settlement Class Members have submitted letters to the Court objecting to the Settlement: Gregory F. Pilcher (the "Pilcher Objection") and Melissa Cole (the "Cole Objection"). *See* Pilcher Objection (filed June 24, 2026); Cole Objection (filed July 10, 2026); Fraietta Supp. Decl. ¶ 17. Neither objection identifies any defect in the Settlement, the Notice Program, or the requested fees, and neither supplies any evidence or authority that would justify withholding approval. Critically, ***neither objector requested exclusion***. Azari Supp. Decl. ¶ 20. Indeed, the Settlement Administrator received ***no*** requests for exclusion from any of the approximately 337,665 Settlement Class Members. Fraietta Supp. Decl. ¶ 2; Azari Supp. Decl. ¶ 20.

A. The Pilcher Objection

Mr. Pilcher raises three points: that adopting his position (which would deprive class members of any relief whatsoever) is the just course, that the emailed Notice failed to disclose the size of the Settlement Fund and the fees; and that the $8.00 Cash Payment is "paltry." Pilcher Objection at 1–2. Each fails and the relief he requests would harm the very Class he purports to protect.

The threshold problem with the Pilcher Objection is that it offers the Class no remedy at all. Mr. Pilcher does not ask the Court to improve the Settlement, increase the payment, or renegotiate any term. He asks the Court to "reject[]" the Settlement outright, to "sanction[]" Class Counsel, and to "dismiss[] with prejudice" the entire litigation. Pilcher Objection at 2. Dismissal with prejudice would extinguish the claims of all approximately 337,665 Settlement Class Members and deliver them precisely $0.00, while foreclosing them forever from pursuing the claims released here. Plaintiffs' Motion for Final Approval at 10–12. That is the opposite of relief. An objector who would replace a settlement with a dismissal paying the Class nothing gives the Court no basis to reject the agreement reached by the Parties.

Settlement adequacy is measured against the risk of litigation, not against a hypothetical perfect outcome, and "the mere fact that certain of its features may be perpetuated is no bar to approval" where success on the merits is uncertain. *Bennett v. Behring Corp.*, 737 F.2d 982, 987 (11th Cir. 1984); *Griffith v. Quality Distribution, Inc.*, 307 So. 3d 791, 796 (Fla. Dist. Ct. App. 2018) ("A court must evaluate (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation."). Here, the risks were substantial: Plaintiffs' tracking-pixel and wiretap claims under the FSCA, ECPA, CIPA, CDAFA, and the California Constitution face significant hurdles at the pleading stage and beyond, and if Defendant prevailed on any one of its defenses the Class "risked recovering nothing at all." Fraietta Supp. Decl. ¶¶ 8, 19–23; Plaintiffs' Motion for Final Approval at 7–8; *Griffith*, 307 So. 3d at 796. Against that backdrop, dismissal with prejudice would convert a real, immediate recovery into the very "nothing" outcome the Settlement was designed to avoid. Mr. Pilcher's proposal is therefore not a reason to withhold approval; it is a reason to grant it. *In re Fortra File Transfer Software Data Sec. Breach Litig.*, 794 F. Supp. 3d 1203, 1220 (S.D. Fla. 2025) ("given the complexity of the claims . . . , a lengthy trial would likely be required before Settlement Class Members could recover. Maintaining class certification through trial "is another over-arching risk" as well . . . . 'Thus, through the Settlement, Plaintiffs and Settlement Class members gain significant benefits without having to face further risk of not receiving any relief at all,' weighing heavily in favor of approval").

Relevant here, Mr. Pilcher's own circumstances confirm how little an individual claim would have been worth to him, and thus how sound the Settlement is as applied to him. Mr. Pilcher is an Oklahoma resident. Pilcher Objection at 1. Oklahoma is a one-party-consent jurisdiction: its Security of Communications Act makes interception by a private party lawful "when one of the parties to the communication has given prior consent to such interception." Okla. Stat. Ann. tit. 13, § 176.4. Because Defendant, as the operator of its own website, is itself a party to the communications at issue and necessarily consented to them, an Oklahoma wiretap claim would fail at the threshold. The Class's claims derive their settlement value instead from the all-party-consent statutes of other States—the California Invasion of Privacy Act, which reaches interception undertaken "without the consent of all parties to the communication" (Cal. Penal Code § 631), and the Florida Security of Communications Act, which permits interception only "when all of the parties to the communication have given prior consent" (Fla. Stat. Ann. § 934.03). An

Oklahoma resident such as Mr. Pilcher is not well positioned to invoke those all-party-consent protections. That leaves the federal Wiretap Act (ECPA) as Mr. Pilcher's realistic individual avenue—and it, too, is a one-party-consent statute. To overcome Defendant's consent, Mr. Pilcher would therefore have to establish the ECPA's narrow "crime-tort" exception—an issue on which courts are openly "divided," with a substantial line of authority holding that a defendant's predominantly financial motive defeats the exception altogether. *Doe v. Tenet Healthcare Corp.*, 789 F. Supp. 3d 814 (E.D. Cal. 2025); *W.W. v. Orlando Health, Inc.*, No. 6:24-CV-1068-JSS-RMN, 2025 WL 722892, at *7 (M.D. Fla. Mar. 6, 2025) ("Application of the crime-tort exception appears more fit for resolution at summary judgment or trial than at the motion to dismiss stage"). Moreover, even assuming Mr. Pilcher opted out of cookies on Defendant's website (which is unclear from his correspondence), he would still separately have to satisfy Article III's concrete-injury requirement, under which a plaintiff "does not automatically satisfy the injury-in-fact requirement whenever a statute grants a person a statutory right" (*Romano v. John Hancock Life Ins. Co. (USA)*, 120 F.4th 729, 736–37 (11th Cir. 2024)), and under which "a mere risk of future harm, without more, does not give rise to Article III standing for recovery of damages." *Green-Cooper v. Brinker Int'l, Inc.*, 73 F.4th 883, 889 (11th Cir. 2023).

Pilcher's complaint that the $8.00 payment is "paltry" misapprehends the standard. Pilcher Objection at 1. "The fact that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate." *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534 (S.D. Fla. 1988); *see supra* Section II ($8 per claim is reasonable); *e.g., Jewell v. Florida Health Sciences Center, Inc. d/b/a Tampa General Hospital*, No. 23-CA-014439 (Fla. Cir. Ct. Oct. 25, 2025) (providing $15 cash payment to claimants); *Bolanos v. VSHRED, LLC*, No. CACE25001211 (Fla. Cir. Ct. Sept. 11, 2025) (providing $10 cash payment to claimants); *compare*

Peters v. Buzzfeed, Inc., No. CACE24004380, 2024 WL 5480008 (Fla. 17th Cir. Ct. Oct. 25, 2024) (final approval order) *with Peters v. Buzzfeed, Inc.,* No. CACE24004380 Final Approval Motion (Oct. 14, 2024) (final approval motion for $8 per claimant).

Moreover, where an "Objector's only opposition to the Settlement Agreement is the amount of Cash Payments, rather than object, [the] Objector could have submitted an opt-out request to preserve his individual claim to seek greater relief." *In re Fortra File Transfer Software Data Sec. Breach Litig.*, 794 F. Supp. 3d 1203, 1223 (S.D. Fla. 2025). Mr. Pilcher's own conduct undercuts his position. The Settlement preserved his right to exclude himself and pursue his individual claim: any member who believed $8.00 undervalued his claim could opt out and keep his claim intact. Agreement §§ 1.26, 4.6 & Exs. B–C (Notices); Azari Supp. Decl. ¶ 17. Mr. Pilcher did not do so. He filed no request for exclusion, and the Administrator received none from anyone. Azari Supp. Decl. ¶ 20. A member who "had the opportunity to opt out" but chose to remain is not in the position of one bound against his will. *Barnhill v. Fla. Microsoft Anti-Tr. Litig.*, 905 So. 2d 195, 199–200 (Fla. Dist. Ct. App. 2005).

Mr. Pilcher contends that the Notice did not inform Class Members of the size of the Settlement Fund or the dollar amount of Class Counsel's fee. Pilcher Objection at 1. That objection fails as a matter of both fact and law.

On the facts, the information Mr. Pilcher says he could not find was continuously available to him. The Notice directed every Class Member to the Settlement Website, www.BarefootDreamsClassSettlement.com, which was available twenty-four hours a day and hosted the complete Settlement Agreement—stating both the Settlement Fund amount and the one-third fee provision—along with the Long-Form Notice, the Preliminary Approval Order, and the Claim Form, throughout the objection period. Azari Supp. Decl. ¶ 17. The Settlement Website address was "prominently displayed in all notice documents." *Id.* The Notice Program reached approximately 93.6% of the identified Class by direct email—reach at the high end of the 70–95% range that notice authorities treat as reasonable—and the Website drew 16,031 unique visitor sessions. Azari Supp. Decl. ¶¶ 15, 17, 24. The Notice clearly disclosed "Class Counsel is entitled to seek no more than one-third of the Settlement Fund[.]" Agreement Exhibit B (short-form notice), Exhibit C (long-form notice).

On the law, a notice that points members to a website hosting the full agreement is standard practice. The Eleventh Circuit has held that a class notice "need not include 'every material fact' or be 'overly detailed,'' and that a summary notice providing "instructions for accessing a website established for the purpose of providing additional information regarding the proposed settlement" affords reasonable notice under the circumstances. *Faught v. Am. Home Shield Corp.*, 668 F.3d 1233, 1239–40 (11th Cir. 2011); *Greco v. Ginn Dev. Co., LLC*, 635 F. App'x 628, 633–34 (11th Cir. 2015) (upholding notice that omitted even the scope of the release itself, because "all material facts were available to class members" where "a full copy of the settlement agreement, and the release, were available on a website referenced in the Notice"); *In re Checking Acct. Overdraft Litig.*, 830 F. Supp. 2d 1330, 1342–44 (S.D. Fla. 2011).

Although the Settlement may not be satisfactory for all Settlement Class Members, the Court can and should find the Settlement here is reasonable. *In re Fortra File Transfer Software Data Sec. Breach Litig.*, 794 F. Supp. 3d 1203, 1223 (S.D. Fla. 2025) ("While the Court recognizes that the Settlement may not be satisfactory for all Settlement Class Members, the Court has already determined that the Settlement offer here—including Cash Payments, Credit Monitoring, and injunctive relief—is fair, reasonable, and adequate").

B. The Cole Objection

Ms. Cole's letter rests on a mistaken premise: that this is a data-breach case. *See generally* Cole Objection. It is not. She objects that the Notice does not identify the type of data that was "violated"—listing "name, address, email, and credit card information"—and asks whether the Court will require "mandatory Identity Theft and Credit Monitoring" and additional compensation for "unauthorized bank charges, credit repair services and stolen identity recovery." Cole Objection at 1–2. But this Action alleges no data breach and no theft, disclosure, or sale of financial account information. *See generally* Compl. The claims concern Defendant's alleged use of third-party tracking technologies—the Meta pixel and Attentive code—to intercept and disclose website users' communications and browsing activity in violation of the FSCA, ECPA, CIPA, CDAFA, and the California Constitution. Plaintiffs' Motion for Final Approval at 1; Fraietta Supp. Decl. ¶ 10. The Released Claims are correspondingly limited to claims arising out of the alleged disclosure, use, retention, interception, or transfer of Settlement Class Members' information through the Meta pixel, the Attentive code, cookies, pixels, session replay, or other tracking, analytics, and advertising technologies. Plaintiffs' Motion for Final Approval at 4–5. Because no breach of credit-card or identity information is alleged or released, the identity-theft protections and monitoring relief Ms. Cole seeks are untethered to the claims in this case, and their absence is no defect in the Settlement.

To the extent Ms. Cole separately contends the $8.00 payment is "very miniscule," (Cole Objection, at 2) that objection fails for the same reasons discussed *supra*-Section III.A.: adequacy is measured against litigation risk, not a hypothetical maximum, and a modest payment that delivers certain and immediate relief is fair where continued litigation could yield the Class nothing. *Nelson v. Mead Johnson & Johnson Co.*, 484 F. App'x 429, at 434–35 (11th Cir. 2012) (conclusory objections that fail to account for risks at trial and other pertinent risks may properly be overruled).

IV. THE COURT SHOULD GRANT THE REQUESTED SERVICE AWARDS

The Court should approve the requested $5,000.00 Service Awards to each of the Class Representatives. Agreement § 8.3. Under Florida law, service awards in class actions are appropriate as compensation for the fact that class representatives are "identified as a class litigant in public records . . . [are] subject to fiduciary duties [and] may be deposed and required to produce records" and must engage in the litigation proceedings. *Altamonte Springs Imaging, L.C. v. State Farm Mut. Auto. Ins. Co.*, 12 So. 3d 850, 857 (Fla. Dist. Ct. App. 2009) (affirming $10,000 award because being a class representative "is less an honor than a headache"); *see also Holt v. HHH Motors, LLP*, 2015 WL 14085461, at *2 (Fla. 4th Cir. June 17, 2015) (approving the payment of $5,000.00 to both of the named plaintiffs as an incentive award for their actions and contributions to the litigation).

Here, the Class Representatives actively participated in the litigation by maintaining contact with Class Counsel, assisting in the investigation, providing documents and information, remaining available for consultation throughout the settlement negotiations, and reviewing and executing the Settlement Agreement. Fraietta Supp. Decl. ¶¶ 27–29. Further they assumed financial and reputational risk out of proportion to their individual stakes in the matter. Fraietta Supp. Decl. ¶ 29. The requested Service Awards are justified in light of the Class Representatives' willingness to devote their time and energy to prosecuting this Action and is reasonable in consideration of the overall benefit conferred on the Settlement Class and should be approved. *Id.*

CONCLUSION

Plaintiffs respectfully request that the Court grant final approval of the proposed Settlement and award the requested fees.

Dated: August 31, 2026

Respectfully submitted,

BURSOR & FISHER P.A.

By: *__/s/ Stephen A. Beck__*
Stephen A. Beck

Stephen A. Beck (State Bar No. 1010183)
701 Brickell Ave. Suite 2100
Miami, FL 33133-2813
Telephone: (305) 330-5512
Facsimile: (305) 676-9006
Email: sbeck@bursor.com

Philip L. Fraietta (admitted *pro hac vice*)
50 Main Street, Suite 475
White Plains, NY 10606
Telephone: (914) 874-0710
Facsimile: (914) 206-3656
Email: pfraietta@bursor.com

Class Counsel

CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 10(A)

I, Stephen A. Beck, hereby certify that: (1) I have made a good faith attempt to resolve this matter prior to my noticing this motion for hearing and Defendant does not oppose this motion; and (2) The issues before the Court may be heard and resolved by the Court within five (5) minutes.

/s/ Stephen A. Beck
Stephen A. Beck

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 31, 2026 I electronically filed the foregoing with the Clerk of the Court which will send notice of electronic filing to all counsel of record.

/s/ Stephen A. Beck, Esq.
Stephen A. Beck, Esq.

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 **SUPPLEMENTAL DECLARATION OF PHILIP L. FRAIETTA IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL, ATTORNEYS' FEES, COSTS, EXPENSES, AND SERVICE AWARDS** Hon. Michele Towbin Singer Div. 21

Pursuant to Fla. Stat. Ann. § 92.525, I hereby declare, and state as follows:

1. I am a Managing Partner at Bursor & Fisher, P.A., counsel of record for Plaintiffs Abby Grubor and Juliette Blatt ("Plaintiffs") and the Court-appointed Class Counsel for the Settlement Class in this matter. I make this declaration in support of Plaintiffs' Supplemental Brief in Support of Plaintiffs' Unopposed Motion for Final Approval, Attorneys' Fees, Costs, Expenses, and Service Awards, filed herewith. If called upon to testify to the matters stated herein, I could and would competently do so.

2. The Settlement negotiated by Plaintiffs and Class Counsel represents substantial relief for the Settlement Class. Pursuant to the Settlement, Defendant has agreed to pay $8.00 to each Claimant who filed a timely valid claim, and the Settlement Class encompasses approximately 337,665 website users.

3. This action was originally filed on October 14, 2025, in the Northern District of California. *Blatt v. Barefoot Dreams*, Dkt. N. 5:25-CV-08791. The material allegations were Defendant unlawfully hosted code on its Website to intercept communications of purchases in

violation of California state law and federal law. While the case was pending Parties fully briefed a motion to dismiss. At all times, Defendants contested the federal court's subject-matter jurisdiction for lack of Article III standing. *Popa v. Microsoft Corp.*, 153 F.4th 784 (9th Cir. 2025). Thus, the Parties agreed to re-file the case in this court as it is a court of general jurisdiction.

4. While the federal case was pending the Parties began discussing early resolution of their dispute.

5. The Parties agreed to the terms of the Settlement through experienced counsel. The Settlement is the product of a thorough pre-filing investigation, efficiently prosecuted litigation, and extensive arm's-length negotiations between the Parties spanning several months, including with the assistance of a neutral mediator, Marc E. Isserles, Esq. of JAMS New York. As part of this confidential mediation process, Defendant provided Plaintiffs' Counsel with information about the putative class, and pre-mediation briefing was provided to Mr. Isserles.

6. Defendant denies the allegations in the Complaint and denies that it acted wrongfully in any manner. Nonetheless, given the risks, uncertainties, and burdens of protracted litigation, the Parties agreed to resolve the Action pursuant to the terms of the Settlement Agreement.

7. Plaintiffs and Class Counsel recognize that despite our belief in the strength of Plaintiffs' claims and Plaintiffs' and the Class's ability to ultimately secure a favorable judgment at trial, the expense, duration, and complexity of protracted litigation would be substantial and the outcome of trial uncertain.

8. Plaintiffs and Class Counsel are also mindful that absent a settlement, the success of Defendant's various defenses in this case could deprive the Plaintiffs and the Settlement Class Members of any potential relief whatsoever. Defendant is represented by highly experienced

attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case. Plaintiffs and Proposed Class Counsel are also aware that Defendant firmly denies all charges of wrongdoing or liability and the material allegations of the Complaint and intends to pursue several legal and factual defenses. If successful, the defenses could result in the Settlement Class receiving no payment or relief whatsoever. Due at least in part to their cutting-edge nature and the rapidly evolving law, privacy cases, including tracking pixel cases such as this one, generally face substantial hurdles, even just to make it past the pleading stage. Class certification is another hurdle, which would be hotly contested, for which success is certainly not guaranteed. Looking beyond trial, Plaintiffs are also keenly aware that Defendant could appeal the merits of any adverse decision, and that considering the statutory damages in play it would argue—in both the trial and appellate courts—for a reduction of damages based on due process concerns. *See, e.g.*, *Golan v. FreeEats.com, Inc.*, 930 F.3d 950, 957 (8th Cir. 2019) (statutory award in TCPA class action of $1.6 billion reduced to $32 million), *but see U.S. v. Dish Network L.L.C.*, 954 F.3d 970, 980 (7th Cir. 2020), *cert. dismissed*, *Dish Network L.L.C. v. U.S.*, 141 S. Ct. 729 (2021) (statutory award of $280 million for violating various telemarketing statutes over 65 million times did not violate due process).

9. At the conclusion of the mediation, the Parties agreed on the material terms of a class-wide settlement and executed a binding term sheet outlining the principal terms. The Parties then continued informal settlement discussions over the following weeks, negotiated the full terms of the Settlement Agreement, drafted the Notices and Claim Form, and fully executed the Settlement Agreement on April 10, 2026.

10. On February 27, 2026, Plaintiffs filed their Complaint in this Action, alleging putative class claims for violations of the Florida Security of Communications Act, Fla. Stat. §

934.03, *et seq.* ("FSCA"); the Electronic Communications Privacy Act, 18 U.S.C. § 2511, *et seq.* ("ECPA"); the California Invasion of Privacy Act, Cal. Penal Code § 631 ("CIPA"); CIPA § 632; the Comprehensive Computer Data Access and Fraud Act, Cal. Penal Code § 502 ("CDAFA"); and the California Constitution, in connection with Defendant's alleged disclosure of website users' personally identifiable information entered on barefootdreams.com to third parties, including Meta Platforms, Inc. and Attentive Mobile Inc., without consent. *See generally* Compl.

11. On April 23, 2026, Plaintiffs filed their Unopposed Motion for Preliminary Approval of Class Action Settlement. On May 1, 2026, the Court entered its Order Granting Preliminary Approval, which, among other things, preliminarily certified the Settlement Class for settlement purposes, appointed Plaintiffs Abby Grubor and Juliette Blatt as Class Representatives, appointed Philip L. Fraietta and Stephen A. Beck of Bursor & Fisher, P.A. as Class Counsel, approved the form and manner of Notice, appointed Epiq Class Action & Claims Solutions, Inc. ("Epiq") as Settlement Administrator, and set the deadlines for Settlement Class Members to submit claims, request exclusion, or object.

12. On July 15, 2026, Plaintiffs filed their Unopposed Motion for Final Approval of Class Action Settlement.

13. On August 17, 2026, the Court held a Final Approval Hearing on the proposed Settlement. At the hearing, the Court granted Class Counsel leave to file a supplemental brief addressing the requested attorneys' fees, costs, and expenses, the amount of the Cash Payment, the Service Awards, and the two objections. This Supplemental Declaration is submitted in support of that supplemental brief.

14. Following Preliminary Approval, the Settlement Administrator, Epiq, implemented the Court-approved Notice Program. Detailed further in the previously filed Declaration of

Cameron R. Azari, executed on July 15, 2026, the Notice Program consisted of direct Email Notice to identified Settlement Class Members, Reminder Email Notices, a Long Form Notice, and a dedicated Settlement Website.

15. Before administering Notice, a review of Defendant's records established that the Settlement Class was approximately 337,665 members. Consistent with Sections 1.40 and 10.8 of the Settlement Agreement, which contemplated an incremental increase of the Settlement Fund of $8.00 for each additional Settlement Class Member, the Parties conferred and, on June 10, 2026, executed an Addendum to the Settlement Agreement (the "Addendum"). The Addendum increases the total Settlement Fund to $2,701,320.00 (i.e., $8.00 for each of the approximately 337,665 Settlement Class Members), plus an incremental increase of $8.00 for each Settlement Class Member above 337,665 and confirms that this amount constitutes Defendant's maximum financial obligation in this matter and the Settlement Benefit Cap as defined in Section 1.39 and 1.40 of the Agreement. All other terms of the Settlement Agreement remain unchanged. A true and correct copy of the Addendum is attached hereto as ***Exhibit 1***.

16. On August 11, 2026, Mr. Azari executed a Supplemental Declaration Regarding Implementation and Adequacy of Notice Program (the "Azari Supplemental Declaration"), reporting the final notice and administration statistics. A true and correct copy of the Azari Supplemental Declaration is attached hereto as ***Exhibit 2***.

17. Two Settlement Class Members submitted letters objecting to the Settlement: Gregory F. Pilcher (the "Pilcher Objection") (*see* CACE26003507, Notice of Filing (Jun. 24, 2026)) and Melissa Cole (the "Cole Objection") (*see* CACE26003507, Notice of Filing (Jul. 10, 2026)).

18. Plaintiffs and Class Counsel are also mindful that absent a settlement, the success

of Defendant's various defenses in this case could deprive the Plaintiffs and the Settlement Class Members of any potential relief whatsoever. Defendant is represented by highly experienced attorneys who have made clear that absent a settlement, they were prepared to continue their vigorous defense of this case. Plaintiffs and Class Counsel are also aware that Defendant firmly denies all charges of wrongdoing or liability and the material allegations of the Complaint and intends to pursue several legal and factual defenses. If successful, the defenses could result in the Settlement Class receiving no payment or relief whatsoever. Due at least in part to their cutting-edge nature and the rapidly evolving law, privacy cases, including tracking pixel cases such as this one, generally face substantial hurdles, even just to make it past the pleading stage. Class certification is another hurdle, which would be hotly contested, for which success is certainly not guaranteed. Looking beyond trial, Plaintiffs are also keenly aware that Defendant could appeal the merits of any adverse decision, and that considering the statutory damages in play it would argue—in both the trial and appellate courts—for a reduction of damages based on due process concerns. *See, e.g.*, *Golan v. FreeEats.com, Inc.*, 930 F.3d 950, 957 (8th Cir. 2019) (statutory award in TCPA class action of $1.6 billion reduced to $32 million), *but see U.S. v. Dish Network L.L.C.*, 954 F.3d 970, 980 (7th Cir. 2020), *cert. dismissed*, *Dish Network L.L.C. v. U.S.*, 141 S. Ct. 729 (2021) (statutory award of $280 million for violating various telemarketing statutes over 65 million times did not violate due process).

19. The defenses available to Defendant were substantial and case-dispositive. Among other things, Defendant was expected to argue that, as the operator of its own website, it was itself a party to the communications at issue and therefore could not unlawfully "intercept" them; that Settlement Class Members consented to the challenged tracking technologies; that the federal Wiretap Act and the wiretap statutes of numerous states require the consent of only one party,

which Defendant supplied; that the ECPA's crime-tort exception does not apply where a defendant's motive is predominantly commercial, an issue on which the courts are divided; and that Plaintiffs and absent Settlement Class Members lacked a concrete injury sufficient to establish Article III standing. Any of these defenses, if successful, would have ended the case.

20. The risk of establishing damages in this Action was not insignificant. Indeed, there was no assurance that a jury or the Court would have found in favor of the Settlement Class and awarded the full amounts claimed as owed.

21. Moreover, even if a class were certified and prevailed on the merits, it would still take years to litigate the Action through trial and the various appeals (e.g., the class certification order and final judgment).

22. The Settlement eliminates all of those risks and the years of delays by getting the Settlement Class Members their money now.

23. In my professional judgment, the $8.00 Cash Payment represents a certain and immediate recovery in place of claims that Plaintiffs might never have been able to prove—claims that would have had to survive one or more motions to dismiss, a contested motion for class certification, summary judgment, trial, and appeal before any Settlement Class Member received anything. Had Defendant prevailed at any one of those stages, the Settlement Class would have recovered nothing.

24. There was no fraud or collusion in the Settlement, which was entered into after arm's-length negotiations and with the assistance of JAMS mediator Marc E. Isserles, Esq. of JAMS New York.

25. Taking these realities into account, Plaintiffs and Class Counsel believe that the relief provided by the settlement weighs heavily in favor of a finding that the settlement is fair,

reasonable, and adequate, and well within the range of approval.

26. Class Counsel has diligently investigated, prosecuted, and dedicated resources to the claims in this action and will continue to do so throughout its pendency.

27. Plaintiffs have also diligently and adequately prosecuted this action through Class Counsel by, among other things, assisting in Class Counsel's investigation, reviewing draft pleadings and filings, promptly providing documents and information to Class Counsel, acting in the best interest of the Settlement Class, remaining available for consultation throughout settlement negotiations, and reviewing and signing the class-wide Settlement Agreement. Each Class Representative also maintained regular contact with Class Counsel from the pre-filing investigation through the present, and each remained available to Class Counsel throughout the notice and claims-administration period.

28. The Settlement provides for a reasonable Service Award to each Class Representative in the amount of $5,000.00, subject to approval by the Court. The Service Awards are to be paid by Defendant out of the Settlement Fund and will not reduce the Cash Payments made to Settlement Class Members.

29. The requested Service Awards are modest in light of what the Class Representatives undertook. By agreeing to serve, each Class Representative was identified by name as a class litigant in the public record, assumed fiduciary obligations to absent Settlement Class Members, exposed themselves to the possibility of to written discovery and deposition, and accepted reputational and potential financial exposure wholly out of proportion to their own individual stake in the case, which—like that of every other Settlement Class Member—was a single $8.00 Cash Payment. Neither Class Representative was promised any Service Award as a condition of serving, and the Service Awards were negotiated only after the substantive relief for the Settlement Class

had been agreed.

30. Class Counsel prosecuted this Action on a purely contingent basis. As such, Class Counsel has not received any compensation for its extensive efforts or been reimbursed for litigation costs incurred and has assumed a significant risk of nonpayment or underpayment. The nature of contingency fees is that they are inherently uncertain and require counsel to assume more risk than in cases where compensation is based on billable hours.

31. My firm maintains contemporaneous time records for each timekeeper who works on a matter and maintains records of the out-of-pocket costs and expenses advanced in each matter. I have attached the lodestar hereto as ***Exhibit 3***. Through August 28, 2026, Class Counsel has devoted approximately 284.30 hours to this Action, yielding a base lodestar of approximately $174,943.57 (inclusive of expenses).

32. The hourly rates for attorneys at my firm range from $450/hour to $1,000/hour and are the same rates my firm uses in matters billed on an hourly basis. In my experience they are consistent with the rates charged by attorneys of comparable experience, skill, and reputation for complex class action and consumer privacy litigation in this and other markets, and they have been found reasonable by other courts in class actions of comparable size and complexity.

33. The hours reflected above are the hours actually and reasonably expended, and they reflect the work such as investigating Defendant's use of the Meta pixel and the Attentive code and the applicable law; identifying and vetting class representatives; drafting the Complaint; analyzing the class data Defendant produced in connection with mediation; preparing for and attending mediation before Marc E. Isserles, Esq.; briefing various motions; negotiating the term sheet, the Settlement Agreement, and the Addendum; drafting the Notices and Claim Form; drafting the preliminary approval papers, the final approval papers, and the supplemental brief;

working with Epiq on the dissemination of Notice and the administration of claims; responding to inquiries from Settlement Class Members; and preparing for and attending the Final Approval Hearing.

34. Class Counsel's work on this Action is far from over, and the lodestar set forth above does not include it. I estimate that Class Counsel will devote approximately 30 hours to preparing for further hearings, working with Epiq to finalize and administer the Settlement, distributing Cash Payments to the Settlement Class, preparing for the hearing, and reporting to the Court.

35. Measured against the base lodestar, the requested fee of $900,440.00 represents a multiplier of approximately 5.15. That multiplier does not account for the additional hours described above, which, when incurred, will reduce the effective multiplier.

36. Class Counsel accepted this Action on a wholly contingent basis and advanced every cost of the litigation. There was no agreement, understanding, or arrangement under which Class Counsel would be compensated in the absence of a recovery for the Settlement Class, and Class Counsel received no interim or partial payment of any kind at any point in the Action. Class Counsel's fee remains contingent in whole on the Court's final approval of this Settlement.

37. There was no fraud or collusion in the negotiation of the Settlement. The amount of attorneys' fees was not discussed until after the Parties had reached agreement on all of the material terms of the relief to be provided to the Settlement Class, and Class Counsel's fee application is subject in all respects to the Court's determination. The amount of any fee awarded does not increase or decrease the $8.00 Cash Payment available to any Settlement Class Member who submitted a Valid and timely Claim.

38. This matter has required Class Counsel to spend considerable time on this Action

that could have been spent on other matters. At various times during this Action's litigation, it has consumed significant amounts of Class Counsel's time.

39. Class Counsel's work on this Action includes investigating the cause and effects of the alleged unlawful sharing of Plaintiffs' and Settlement Class Members' personal information and product-purchase information, interviewing potential clients; evaluating potential class representatives; assessing the merits of the Action before filing the Complaint; conducting legal research; drafting the pleadings, the Settlement term sheet, the Agreement, the Notices, and the Motion for Preliminary Approval; communicating with Defendant's Counsel; preparing document and information requests for Defendant as part of informal discovery; reviewing and analyzing Defendant's information pursuant to mediation; engaging in extensive settlement negotiations with Defendant; and providing updates to and handling questions from our Class Representatives.

40. The requested fee is fair in view of the complicated nature of the Action, and the time, effort, and skill required. The financial risks borne by Class Counsel fully support the fee requested.

41. Litigation is inherently unpredictable and therefore risky. Here, that risk was very real, due to the rapidly evolving nature of case law pertaining to data privacy matters and the state of data privacy law. Therefore, despite Class Counsel's devotion to the Action and our confidence in the claims alleged against Defendant, there have been many factors beyond our control that posed significant risks.

42. Continuing through today, Class Counsel has continued to work with Defendant and the Settlement Administrator regarding Claims administration and processing, as well as answering questions from Settlement Class Members about the Settlement and the process.

43. Class Counsel has zealously litigated Plaintiffs' claims, secured substantial relief,

and has no interests antagonistic to the Settlement Class.

I declare under penalty of perjury that the above and foregoing is true and accurate. Executed on this 31st day of August 2026 in White Plains, New York.

/s Philip L. Fraietta
Philip L. Fraietta

EXHIBIT 1

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

ADDENDUM TO CLASS ACTION SETTLEMENT AGREEMENT

Whereas, Plaintiffs Abby Grubor and Juliette Blatt, along with Defendant Barefoot Dreams, Inc. (collectively, "the Parties") entered into a Class Action Settlement Agreement, in connection with the above-captioned action, dated as of April 10, 2026 ("Settlement Agreement");

Whereas, the Settlement Agreement defines the "Settlement Class" as 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, with specific exclusions;

Whereas, pursuant to Section 1.3 of the Settlement Agreement, the Parties agreed that Settlement Class Members who submit Valid Claims would receive a "Cash Payment" of $8.00 (USD) subject to the Settlement Benefit Cap;

Whereas, the Settlement Agreement defines the "Settlement Fund" as the $1,934,328, plus in the event the number of class members exceeds 241,791, an incremental increase of $8.00 USD per additional class member, and contemplated that the Parties would agree to negotiate a new

Settlement Fund in good faith in the event that the final number of Settlement Class Members exceeds 300,000;

Whereas, the Settlement Class consists of approximately 337,665 members;

Whereas, pursuant to Section 1.40 of the Settlement Agreement, the Parties, by and through their respective counsel, conferred and agreed to amend the Settlement Agreement to increase the total Settlement Fund incrementally by $8 per additional class member, while maintaining all other terms of the Settlement Agreement, including the apportionment of payments from the Settlement Fund;

Whereas, the Parties mutually agree that the terms herein constitute a valid amendment to the Settlement Agreement pursuant to Section 10.8 thereto;

Accordingly, the Parties agree that the Settlement Fund, as defined under Section 1.40, shall now be two million seven-hundred-and-one thousand three-hundred twenty dollars ($2,701,320.00) plus, in the event the number of class members exceeds 337,665, an incremental increase of $8.00 USD per additional class member. This Settlement Fund represents Defendant's maximum financial obligation in this matter (i.e. the "Settlement Benefit Cap," as defined under Section 1.39 of the Settlement Agreement).

This Addendum to the Settlement Agreement may be executed in counterparts and all counterparts, taken together, shall constitute one and the same instrument. The Parties may execute this Addendum using electronic or facsimile signatures.

Wherefore, Plaintiffs, on their own behalf and on behalf of the Settlement Class Members and through Class Counsel, and Defendant, by itself or its duly authorized representatives and through counsel, have executed this Addendum as of the dates set forth below.

IT IS SO AGREED TO BY THE PARTIES:

Dated: 06/10/26

PLAINTIFF ABBY GRUBOR

By: ______________________
Abby Grubor (Jun 10, 2026 11:55:19 EDT)

Abby Grubor, individually and as representative of the Class

Dated: 06/10/26

PLAINTIFF JULIETTE BLATT

By: Juliette Blatt
Juliette Blatt (Jun 10, 2026 09:09:13 PDT)

Juliette Blatt, individually and as representative of the Class

Dated: 6/12/2026

BAREFOOT DREAMS, INC.

Signed by:

By: David Cappiccille
BE66E67BB64D465...

Name: David Cappiccille
Title: President

Dated: 6/10/2026

BURSOR & FISHER P.A.

By: ______________________
Philip L. Fraietta

Class Counsel

Dated: 6/13/2026

PAUL HASTINGS LLP

Signed by:

By: ______________________
39DF15796C314E8...

Aaron Charfoos

Attorney for Defendant

EXHIBIT 2

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: **CACE26003507** DIVISION: **21** JUDGE: **Singer, Michele Towbin (21)**

JULIETTE BLATT, et al

Plaintiff(s) / Petitioner(s)

v.

BAREFOOT DREAMS, INC.

Defendant(s) / Respondent(s)

_______________________________/

SUPPLEMENTAL DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION AND ADEQUACY OF NOTICE PROGRAM

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action & Claims Solutions, Inc. ("Epiq") and the Managing Director of Epiq Legal Noticing (aka Hilsoft Notifications), a business unit of Epiq that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. I previously filed a declaration in this matter related to Epiq's administration of the Settlement with defendant Barefoot Dreams, Inc.

4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq and Epiq Legal Noticing (hereinafter "Epiq").

OVERVIEW

5. This declaration provides updated settlement administration statistics following the successful implementation of the Settlement Notice Program ("Notice Program") and Notices (the "Notice" or "Notices") for *Grubor, et al v. Barefoot Dreams, Inc.*, Case No. CACE26003507, in the Circuit Court of the 17th Judicial Circuit in and for Broward County, Florida. Previously, I executed my *Declaration of Cameron R Azari, Esq. Regarding Implementation and Adequacy of Notice Program* ("Implementation Declaration") on July 15, 2026, which detailed Epiq's class action notice experience, attached Epiq's curriculum vitae, described the successful implementation of the Notice Program, and provided settlement administration statistics. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice plans.

NOTICE PROGRAM SUMMARY

6. Florida Rule of Civil Procedure 1.220 directs that, "notice shall be given to each member of the class who can be identified and located through reasonable effort and shall be given to the other members of the class in the manner determined by the court to be most practicable under the circumstances."[1] The Notice Program satisfied these requirements.

7. The Notice Program as designed and implemented reached the greatest practicable number of identified Settlement Class Members with individual notice via email. The Notice Program efforts reached approximately 93.6% of the identified Settlement Class Members. The reach was further enhanced by a Settlement Website. In my experience, the reach of the Notice Program was consistent with other court-approved notice programs, was the best method practicable under the circumstances, and satisfied the requirements of due process, including its "desire to actually inform" requirement.[2]

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[1] Fla. R. Civ. P. Rule 1.220 (d)(2).

[2] *Mullane v. Cent. Hanover Bank & Trust Co*., 339 U.S. 306, 315 (1950) ("But when notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .").

NOTICE PROGRAM DETAIL

8. As detailed in my Implementation Declaration, on May 1, 2026, the Court approved the Notice Program and appointed Epiq as the Settlement Administrator in the *Order Granting* ("Preliminary Approval Order").

9. After the Court's Preliminary Approval Order was entered, Epiq implemented the Notice Program. This declaration details the notice activities undertaken to date and explains how and why the Notice Program was comprehensive and well-suited to reach the Settlement Class. This declaration also discusses the administration activity to date and provides updated settlement administration statistics.

NOTICE PROGRAM

Individual Notice

10. As detailed in my Implementation Declaration, beginning on May 19, 2026, Epiq received two data files with 337,664 records, which included names and email addresses to the extent available, for Settlement Class Members ("Class List"). Epiq deduplicated and rolled-up the records and loaded the unique, identified Settlement Class Member records into its database for this Settlement. These efforts resulted in 337,612 unique, identified Settlement Class Member records (of these, 16,576 records did not have a valid email address and were not sent Notice).

Individual Notice – Email

11. As detailed in my Implementation Declaration on May 29, 2026, Epiq commenced sending 321,036 Email Notices to identified Settlement Class Members for whom a valid email address was available. Prior to sending the Email Notices, email validation and hygiene tools were used to standardize the email addresses, verify whether the email addresses were valid, and identify and remove email addresses that were a fraud/reputation threat – such as email addresses maintained by bots, spammers, and phishers. This is a necessary and critical process for the effectiveness of email campaigns today. Without being proactive and using these tools, Email Notices inadvertently sent to bad actor email addresses could jeopardize and damage the reputation of the entire email campaign; likely causing the campaign itself to be flagged and blocked as a

source of spam, preventing or delaying Email Notices from being sent to valid email addresses of Settlement Class Members.

12. The following industry standard best practices were followed. The Email Notice was drafted in such a way that the subject line, the sender, and the body of the message overcame SPAM filters and ensured readership to the fullest extent reasonably practicable. For instance, the Email Notices used an embedded html text format. This format provided easy-to-read text without graphics, tables, images and other elements that in our experience would have increased the likelihood that the message would have been blocked by Internet Service Providers (ISPs) and/or SPAM filters for this type of communication. The Email Notices were sent from an IP address known to major email providers as one not used to send bulk "SPAM" or "junk" email blasts. Each Email Notice was transmitted with a digital signature to the header and content of the Email Notice, which allowed ISPs to programmatically authenticate that the Email Notices were from our authorized mail servers. Each Email Notice was also transmitted with a unique message identifier. The Email Notices included an embedded link to the Settlement Website. By clicking the link, recipients were able to access the Long Form Notice and additional information about the Settlement.

13. If the receiving email server could not deliver the message, a "bounce code" was returned along with the unique message identifier. For any Email Notice for which a bounce code was received indicating the message was undeliverable for reasons such as an inactive or disabled account, the recipient's mailbox was full, technical autoreplies, etc., at least two additional attempts were made to deliver the Notice by email.

14. Additionally, a Long Form Notice and Claim Form ("Claim Package") were mailed to all persons who requested one via the toll-free telephone number or other means. As of August 11, 2026, Epiq mailed six Claim Packages as a result of such requests.

Notice Results

15. As of August 11, 2026, an Email Notice was delivered to 316,135 of the 337,612 unique, identified Settlement Class Members. This means the individual notice efforts reached approximately 93.6% of the identified Settlement Class.

Reminder Email Notice

16. As detailed in my Implementation Declaration, on June 30, 2026, Epiq commenced sending Reminder Email Notices to all identified Settlement Class Members with a valid email address that was not previously returned as undeliverable and who had not submitted a Claim Form or requested exclusion from the Settlement. A second Reminder Email Notice was sent prior to the Claims Deadline.

Settlement Website

17. The Settlement Website (www.BarefootDreamsClassSettlement.com) continues to be available 24 hours per day, 7 days per week. Relevant documents, including the Settlement Agreement, Preliminary Approval Order, Long Form Notice, Claim Form, and other case-related documents are posted on the Settlement Website. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class Members could opt-out (request exclusion) or object to the Settlement prior to the deadlines, instructions for submitting a Claim Form prior to the deadline, contact information for the Settlement Administrator, and how to obtain other case-related information. Settlement Class Members were also able to submit an online Claim Form prior to the deadline. The Settlement Website address was prominently displayed in all notice documents. As of August 11, 2026, there have been 16,031 unique visitor sessions to the Settlement Website, and 40,197 web pages have been presented.

Toll-Free Telephone Number and Other Contact Information

18. The toll free number (1-877-417-7449) continues to be available for the Settlement. Callers are able to hear an introductory message and have the option to learn more about the Settlement in the form of recorded answers to FAQs. This automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all notice documents. As of August 11, 2026, there have been 45 calls to the toll-free telephone number representing 96 minutes of use.

19. A postal mailing address and email address were established and continue to be

available to allow Settlement Class Members the opportunity to request additional information or ask questions.

Requests for Exclusion and Objections

20. The deadline to request exclusion from or object to the Settlement was July 31, 2026. As of August 11, 2026, Epiq has not received any requests for exclusion. As of August 11, 2026, Epiq is aware of no objections to the Settlement.

Claim Submission & Distribution

21. The Notices provided a detailed summary of relevant information about the Settlement, including the Settlement Website address, and how Settlement Class Members could file a Claim Form online or by mail prior to the deadline. With any method of filing a Claim Form, Settlement Class Members were given the option of receiving a digital payment or a traditional paper check. Epiq worked with counsel for the parties to select an appropriate menu of payment options. With selecting a digital payment option, the type of digital payment selected does not impact Epiq's compensation for its work as the Settlement Administrator, and no digital option was discouraged relative to other options.

22. The deadline for Settlement Class Members to file a Claim Form was July 31, 2026. As of August 11, 2026, Epiq has received 4,944 Claim Forms (4,431 online and 513 paper). Since the Claims Deadline has recently passed, these numbers are preliminary and are subject to change. As standard practice, Epiq is in the process of conducting a complete quality control review of all Claim Forms received. There is a possibility that after detailed review, the total number of Claim Forms received will change due to duplicate and denied Claim Forms.

CONCLUSION

23. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by state and local rules and statutes, and further by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan itself not limit knowledge

of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

24. The Notice Program included individual direct notice via email to identified Settlement Class Members. The Notice Program individual notice efforts reached approximately 93.6% of the identified Settlement Class. The reach was further enhanced by a Settlement Website. In 2010, the Federal Judicial Center ("FJC") issued a *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide*, which is relied upon for federal cases, and is illustrative for state courts. This guide states that, "the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."[3] Here, we have developed and implemented a Notice Program that readily achieved a reach at the high end of that standard.

25. The Notice Program followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court's seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so:

> a) "[W]hen notice is a person's due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it," *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
>
> b) "[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections," *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

26. The Notice Program conformed to all aspects of the Florida Rule of Civil Procedure 1.220 regarding notice, comported with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth, and applicable FJC materials, and satisfied the requirements of due process, including its "desire to actually inform" requirement.

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[3] FED. JUDICIAL CTR, JUDGES' CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0.

27. The Notice Program schedule afforded sufficient time to provide full and proper notice to Settlement Class Members before the Objection/Exclusion Deadline.

I declare under penalty of perjury that the foregoing is true and correct. Executed August 11, 2026.

Cameron R. Azari, Esq.

EXHIBIT 3

Lodestar 3995 - Barefoot Dreams OneTrus			
INITIALS	HOURS	RATE	TOTAL
PLF	31.30	$1,000	$31,300.00
SNB	40.50	$850	$34,425.00
RGT	51.90	$450	$23,355.00
MAV	8.90	$450	$4,005.00
JBB	7.60	$450	$3,420.00
KAK	1.00	$450	$450.00
LAV	97.40	$450	$43,830.00
DCL	7.10	$425	$3,017.50
RSR	0.40	$425	$170.00
DAR	35.20	$425	$14,960.00
JNL	0.60	$375	$225.00
STT	0.50	$375	$187.50
BDP	1.90	$375	$712.50
	284.30		$160,057.50
		Expenses:	**$14,886.07**
		Total:	**$174,943.57**