IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
Kaya v. See Inc. d/b/a SeeEyeWear,
Case No. 2026-008574-CA-01

If (from August 14, 2021 through August 14, 2025) you received more than one text message, within any 12-month period, from SeeEyeWear, selling its products or services after opting out, or while your number was listed on the National Do Not Call Registry ("DNC"), you could get a payment from a class action settlement.

A state court authorized this Notice. This is not a solicitation from a lawyer.

- Defendant See Inc. ("SeeEyeWear") has agreed to make available up to $275,210.00 (the "Settlement Fund") to pay Settlement Class Members who submit valid Claim Forms, as well as notice and administration costs, any attorneys' fees and expenses awarded by the Court, and any service award approved for the class representative. Eligible persons ("Settlement Class Members") who file a valid Claim Form will receive up to $290 per text message received by each Settlement Class Member. Settlement Class Members may only submit one Claim Form to receive payment for all text messages.
- SeeEyeWear is an eyewear company headquartered in Michigan.
- The Settlement resolves a lawsuit involving allegations that class members received text messages sent by or on behalf of SeeEyeWear within any 12-month period after the person communicated that they did not wish to receive text messages by replying to the messages with a "stop" or similar opt-out instruction, or while their telephone numbers were listed on the DNC, allegedly in violation of the Telephone Consumer Protection Act ("TCPA"). SeeEyeWear denies all allegations of wrongdoing in the lawsuit. As part of the proposed Settlement, SeeEyeWear does not admit to any wrongdoing and continues to deny the allegations against it. The Court has not decided who is correct.
- Your legal rights are affected whether you act, or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM BY NOVEMBER 27, 2026	This is the only way to receive a payment. Give up the right to ever be part of any other lawsuit against SeeEyeWear about the telemarketing legal claims released in this lawsuit.
EXCLUDE YOURSELF BY OCTOBER 13, 2026	Get no payment. This is the only option that allows you to be part of any other lawsuit against SeeEyeWear about the telemarketing legal claims released in this lawsuit.
OBJECT BY OCTOBER 13, 2026	Write to the Court explaining why you do not like the Settlement.
ATTEND A HEARING ON NOVEMBER 12, 2026	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment. Give up the right to ever be part of any other lawsuit against SeeEyeWear about the telemarketing legal claims released in this lawsuit.

BASIC INFORMATION

The purpose of this Notice is to let you know that a proposed Settlement has been reached in the above class action lawsuit. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. Because your legal rights will be affected by this Settlement, it is extremely important that you read this Notice carefully. This Notice summarizes the Settlement and your legal rights under it.

In a class action, one or more people, called class representative(s), sue on behalf of people who have similar claims. All of these people are a class, or class members. One court resolves the issues for all class members, except those who exclude themselves from the classes. Here, the class representative alleges that SeeEyeWear violated the TCPA by sending more than one text message, from August 14, 2021 through August 14, 2025, within any 12-month period concerning SeeEyeWear's products and services to cellular telephone numbers after its customers had opted out from receiving such solicitations or while their telephone numbers were listed on the DNC and they did not provide their consent to be contacted. The Court has certified two classes for Settlement purposes only (the "Settlement Classes"). The Honorable Reemberto Diaz of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the "Court") oversees this class action. SeeEyeWear denies that it did anything wrong and denies that this Action should be certified as a class action. The Court has not decided who is correct.

THE SETTLEMENT

The Court did not decide in favor of Plaintiff or SeeEyeWear on SeeEyeWear's alleged liability under the TCPA and/or Florida Telephone Solicitation Act ("FTSA"). Instead, both sides agreed to a Settlement of the legal claims in the complaint to avoid the cost of a trial, the risk and uncertainty of proceeding forward in the lawsuit, and to provide compensation for Settlement Class Members. The class representative and Class Counsel believe that the Settlement is in the best interests of the Settlement Classes.

WHO ARE MEMBERS OF THE SETTLEMENT CLASSES?

You may be in one or more of the following "Settlement Classes":

Do Not Call Registry Class: All persons in the United States who from four years prior to the filing of the Complaint (1) were sent a text message by or on behalf of Defendant; (2) more than one time within any 12-month period; (3) where the person's telephone number had been listed on the National Do Not Call Registry for at least thirty days; (4) for the purpose of selling Defendant's products and services.

National Internal Do Not Call Class: From four years before the filing of the Complaint, all persons in the United States who (1) were sent more than one text message by or on behalf of Defendant within any 12-month period; and (2) regarding Defendant's goods or services, to said person's cellular telephone number after said person opted out of Defendant's text messages.

If you received notice regarding this via email or postcard it is because your number was texted by SeeEyeWear and therefore you may be a member of one or more of the Settlement Classes. If you have questions about whether you are in the Settlement Classes, you may call 1-877-512-2849 or visit www.seeeyeweartcpasettlement.com for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

SeeEyeWear agrees to make up to $275,210.00 available to (i) pay Settlement Class Members who submit valid Claim Forms; (ii) pay notice and administration costs; (iii) pay Attorneys' Fees and Expenses awarded to Class Counsel; and (iv) any service awards approved for the class representative. Settlement Class Members who submit a timely, valid, complete, and verified Claim Form will receive a payment of up to $290 per text message received by each Settlement Class Member for members of each of the Settlement Classes. Settlement Class Members may only submit one Claim Form to receive payment. If the Settlement Fund is insufficient to pay $290 for each Settlement Class Member for all approved claims, the per-person amount will be uniformly reduced on a pro rata basis so that the total of all payments, together with any Court-approved attorneys' fees and expenses, notice and administration costs, and any service awards, does not exceed the Settlement Fund. In other words, your payment could decrease depending on the number of valid Claim Forms Settlement Class Members submit and the amount of the Settlement Fund available to pay claims. If, after all distributions are made, any money remains in the Settlement Fund, then the Administrator will return the remaining money in the Settlement Fund to SeeEyeWear.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

To qualify for payment, you must submit a valid Claim Form by **November 27, 2026**. There are multiple ways to submit a Claim Form. You may submit a Claim Form online by going to the Settlement Website at www.seeeyeweartcpasettlement.com and following the directions found there. A paper Claim Form is also available upon request by calling the Administrator at 1-877-512-2849. Read the instructions on the Claim Form carefully, fill out the form, sign it, and submit it online or mail it **postmarked** no later than 11:59 p.m. Eastern on **November 27, 2026**.

The Court will hold a hearing on **November 12, 2026, at 8:30 a.m.** to decide whether to approve the Settlement. If the Settlement is approved, appeals may still follow. It is always uncertain whether these appeals can be resolved, and resolving them can take more than a year. No payments will be made until the Court approves the settlement at the hearing and all appeals are final. Please be patient.

Unless you exclude yourself, you will remain in the Settlement Class(es) as a Settlement Class Member. That means you cannot sue, continue to sue, or be part of any other lawsuit against SeeEyeWear regarding any text messages received from SeeEyeWear from August 14, 2021 through August 14, 2025, including, but not limited to, claims asserted in the lawsuit or arising out of the facts and circumstances asserted in the lawsuit. If the Settlement is approved and becomes final and not subject to appeal, then you and all Settlement Class Members will release all "Released Claims" against all "Released Parties." It also means that all of the Court's orders will apply to you and legally bind you. The Settlement Agreement (available at www.seeeyeweartcpasettlement.com) describes the legal claims you are releasing (the "Released Claims") and against whom you are releasing legal claims ("Released Parties") in detail, so read it carefully. To summarize, the release includes, but is not limited to, TCPA claims arising out of or related to any text messages received from SeeEyeWear during the Class Period, including claims related to text messages sent to telephone numbers on the National Do Not Call Registry, text messages sent after opt-out requests, and any other federal or state telemarketing laws.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep the right to sue or continue to sue SeeEyeWear, then you must take steps to remove yourself from the Settlement Classes. This is called excluding yourself—or is sometimes referred to as "opting out" of the Settlement Classes. To exclude yourself from the Settlement, you must send a letter saying that you want to be excluded from the *Ekim Kaya, et al v. See Inc. d/b/a See Eyewear,* Case No. 2026-008574-CA-01, Settlement. Your request must include: (1) your name, address and telephone number; (2) your current phone number and any telephone number(s) at which you received a text message from SeeEyeWear; (3) a statement that you wish to be excluded from the Settlement Class(es) in this action; and (4) and your signature. You must mail your exclusion request, **postmarked** no later than **October 13, 2026** to the address below:

SeeEyeWear TCPA Settlement
Exclusion Requests
P.O. Box 2002
Chanhassen, MN 55317-2002

You cannot exclude yourself by phone, fax, or email. If you ask to be excluded, you will not get any payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit. Mass requests for exclusion are not allowed.

THE LAWYERS REPRESENTING YOU

The Court has appointed Christopher Berman of Shamis & Gentile, P.A. and Scott Edelsberg of Edelsberg Law, P.A. to represent you and other Settlement Class Members. These lawyers are called Class Counsel. You will not be personally charged by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. Class Counsel will ask the Court to approve payment of 30% of the Settlement Fund of $275,210.00. This payment will compensate Class Counsel for investigating the facts, litigating the lawsuit, and negotiating the settlement. Class Counsel also will request a service award of up to $5,000 for the named Plaintiff to compensate for the time and effort in pursuing this lawsuit on behalf of the Settlement Classes. The Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

If you are a Settlement Class Member and do not exclude yourself from the Settlement Class(es), you may object to the settlement. You may give reasons why you think the Court should not approve it. The Court will consider your views.

To object, you must file a written objection with the Court and mail a copy to the Settlement Administrator. The written objection must contain information sufficient to allow the parties to confirm that you are a member of the Settlement Class(es), including:

1. The case name and number: *Ekim Kaya v. See Inc. d/b/a SeeEyeWear,* **Case No. 2026-008574-CA-01**;
2. Your full name, address, telephone number, and personal signature (not counsel's signature);
3. Information sufficient to confirm that you are a Settlement Class Member, including the telephone number at which you received a text message from SeeEyeWear;
4. A statement of your specific objections, and a detailed statement of the factual and legal basis for such objections;
5. The identity of all witnesses, including the witness's name and address, and a summary of such witness's proposed testimony and documents that you would like the Court to consider;
6. The name and contact information of any attorney you intend to have assert your objections before the Court;
7. A statement identifying the number of class action settlements you objected to in the last five years, listing those cases by case name and number, and providing a copy of any order(s) related to or ruling(s) on your prior objections and your counsel's prior objections;
8. Any agreement that relates to the objection or the process of objecting, whether written or oral, between objector and objector's counsel and any other person or entity; and
9. A statement indicating whether you and/or your attorney(s) intend to appear at the Final Approval Hearing. If your attorney intends to appear at the Final Approval Hearing they must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than the date set by the Court in its Preliminary Approval Order and include the full caption and case number of each previous class action case in which such counsel has represented an objector. If you are represented by counsel and your counsel intends to speak at the Final Approval Hearing, the written objection must include a detailed statement of the specific legal and factual basis for each and every objection and a detailed description of any and all evidence you may offer at the Final Approval Hearing, including copies of any and all exhibits that you may introduce at the Final Approval Hearing.

You must file the objection with the Court no later than **October 13, 2026.**

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Clerk of Court
73 West Flagler Street, Room OSJC 21.266,
Miami, FL 33130

Also, you must send your objection to the Administrator **postmarked** no later than **October 13, 2026**, at:

SeeEyeWear TCPA Settlement
Settlement Administrator
P.O. Box 2002
Chanhassen, MN 55317-2002

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

THE COURT'S FAIRNESS HEARING

The Court will hold the Final Approval Hearing at **8:30 a.m. on November 12, 2026**, before the Honorable Reemberto Diaz of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, via Zoom videoconference (Zoom information will be provided closer to the hearing date). The purpose of the hearing is for the Court to determine whether the settlement is fair, reasonable, adequate, and in the best interests of the Settlement Classes. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for Attorneys' Fees and Expenses, and the service award to the class representative. After the hearing, the Court will decide whether to approve the settlement. It is unknown how long these decisions will take.

Note: The date and time of the Final Approval Hearing is subject to change by Court Order. Any changes will be posted on the Settlement Website, www.seeeyeweartcpasettlement.com.

DO I HAVE TO ATTEND THE HEARING?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to attend the hearing to talk about it. As long as your written objection was filed by the deadline, and meets the other criteria described above and in the Settlement Agreement, the Court will consider it. You may also pay a lawyer to attend, but you do not have to. If you do not exclude yourself from the Settlement Classes, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement Agreement. If you filed an objection and intend to appear at the hearing, you must state your intention to do so in your objection. To speak, you must state that in your objection. Be sure to include your name, address, telephone number, that you are a Class Member, and your signature. You cannot speak at the hearing if you exclude yourself.

IF YOU DO NOTHING

If you do nothing, you will get no money from this Settlement. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against SeeEyeWear about the legal issues released in this lawsuit.

GETTING MORE INFORMATION

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You may review the Settlement Agreement on the Settlement Website at www.seeeyeweartcpasettlement.com. You can also get a copy of the Settlement Agreement by writing to Class Counsel. You can call 1-877-512-2849 toll free; write to SeeEyeWear TCPA Settlement, P.O. Box 2002, Chanhassen MN 55317-2002; or visit the website at www.seeeyeweartcpasettlement.com, where you will find answers to common questions about the Settlement, Claim Forms, plus other information to help you determine whether you are a member of the Settlement Class.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR SEEEYEWEAR WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.