IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2026-008574-CA-01

EKIM KAYA individually and on behalf of all others similarly situated,

CLASS ACTION

Plaintiff,

v.

SEE INC. D/B/A SEEEYEWEAR

Defendant.

_____/

PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, ATTORNEYS' FEES, EXPENSES, & SERVICE AWARD

Plaintiff Ekim Kaya ("Plaintiff" or "Class Representative"), on behalf of himself and all others similarly situated, respectfully requests that the Court, the Honorable Reemberto Diaz presiding, grant final approval of the proposed class action settlement described in the Class Action Settlement Agreement attached hereto as **Exhibit A** (the "Agreement" or "Settlement Agreement"). Plaintiff is represented by Christopher Berman of Shamis & Gentile, P.A. and Scott Edelsberg of Edelsberg Law, P.A.; Defendant is represented by Jennifer Torrez of McDonald Hopkins LLC. Defendant SEE INC. D/B/A SEEEYEWEAR (hereinafter "Defendant") does not oppose the relief sought herein, but Defendant denies any liability or wrongdoing and does not necessarily agree with all statements made by Plaintiff in this Motion.

I. CONCISE STATEMENT OF THE PRECISE RELIEF REQUESTED

The Parties respectfully request that the Court grant final approval of the proposed settlement and enter an order of Final Approval including, in substantially the same form, the

content of the proposed Order attached to this Motion as **Exhibit B**.

The proposed Order approves the form and content of notice given to the Settlement Classes; finds that the notice constituted the best notice practicable and satisfied due process; finally certifies the Settlement Classes for settlement purposes only; appoints Plaintiff as Class Representative and Christopher Berman and Scott Edelsberg as Class Counsel; approves the requested Attorneys' Fees and Expenses and Service Award; enters judgment dismissing the Action with prejudice and without costs except as set forth in the Agreement; releases the Released Parties from the Released Claims; bars and enjoins the Releasing Parties from asserting Released Claims; and reserves jurisdiction to administer, supervise, construe, and enforce the Agreement. The Final Approval Hearing is scheduled for November 12, 2026 at 8:30 AM ET.

II. STATEMENT OF THE BASIS FOR THE REQUEST

As set forth in the Settlement Agreement and the Preliminary Approval Order, Defendant has agreed to make available up to $275,210.00 as the Settlement Fund. The Settlement is claims-made: each Settlement Class Member must submit a timely, valid, correct, and verified Claim Form to receive a Claim Settlement Payment. The Settlement Fund will cover Claim Settlement Payments, Attorneys' Fees and Expenses, Notice and Administration Costs, and any Service Award. Each Settlement Class Member who submits a qualifying Claim Form may receive up to $290.00 per text message received, subject to a uniform pro rata reduction if necessary to account for the other approved amounts payable from the Settlement Fund. Only one Claim is permitted per Settlement Class Member, and each claimant need submit only one Claim Form to receive payment for each text message received. Any amount of the Settlement Fund that is not due or payable under the Agreement, including unclaimed amounts, remains with Defendant. Defendant

is not responsible for amounts exceeding the Settlement Fund.

Following entry of the Preliminary Approval Order on August 6, 2026, the Administrator, Analytics, was directed to implement the Notice Program no later than 45 days after entry of that Order. The program includes email notice, mail postcard notice, a Long-Form Notice, the Settlement Website at www.seeeyeweartcpasettlement.com, and a toll-free telephone line.

Following the entry of the Preliminary Approval Order, the Parties have implemented the Notice Program and provided the Notice as approved and ordered by the Court, and ***no Settlement Class Member has objected or requested to be excluded from the terms of the Settlement Agreement*** as of the date of submission of this Motion. *See* Declaration of Claims Administrator, attached as **Exhibit C** ("Analytics Declaration") at ¶¶18-19. "A low percentage of objections points to the reasonableness of a proposed settlement and supports its approval." *See Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1324 (S.D. Fla. 2005) (*citing Wal-Mart Stores v. Visa U.S.A.*, Inc., 396 F.3d 96, 117-18 (2d Cir. 2005).

Thus, the terms of the Settlement are fair and reasonable, the form of Notice comported with due process requirements, and the Settlement Agreement is ripe for final approval so that the agreed-upon payments may be made to Settlement Class Claimants in accordance with the terms of the Agreement.

III. MEMORANDUM OF LEGAL AUTHORITY

For background information on the litigation history and the actions which led to the Parties agreeing to the Settlement Agreement, including the participation of a neutral mediator, the Parties hereby incorporate the facts as set forth in their Motion for Preliminary Approval [DIN 7].

a. Terms of the Settlement

The Settlement requires Defendant to: (1) make available up to $275,210.00 for Claim Settlement Payments, Attorneys' Fees and Expenses, Notice and Administration Costs, and any Service Award; (2) pay valid and timely claimants up to $290.00 per text message received, subject to any uniform pro rata reduction required by the Agreement; (3) pay Attorneys' Fees and Expenses of approximately 30% of the Settlement Fund, or $82,500.00, subject to Court approval; (4) pay a Service Award of up to $5,000.00 to Plaintiff, subject to Court approval; and (5) pay Notice and Administration Costs, subject to the $10,000.00 Administrative Cap. Any Settlement Fund amount not due or payable under the Agreement remains with Defendant. *See, generally*, **Exhibit A**.

b. Certification of the Settlement Classes for Settlement Purposes Only is Warranted

Florida Rule of Civil Procedure 1.220 is patterned on Rule 23 of the Federal Rules of Civil Procedure, so Florida courts consider Rule 23 decisions persuasive. *See Broin v. Philip Morris Co.*, 641 So. 2d 888, n.1 (Fla. 3rd DCA 1994). A class may be certified solely for settlement purposes where the Rule 1.220 factors are satisfied and the settlement obviates the need for a litigated determination of class certification. The Preliminary Approval Order found that the Rule 1.220 factors were present and provisionally certified the Settlement Classes for settlement purposes only.

The Court's Preliminary Approval Order found that approximately 227 individuals are members of the two proposed Settlement Classes and preliminarily approved the following Settlement Classes for settlement purposes only. The Class Period is August 14, 2021 through August 14, 2025:

> **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; and (4) for the purpose of selling Defendant's products and services.
>
> **TCPA "STOP" 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; (2) regarding Defendant's goods or services, to said person's cellular telephone number after said person opted out of Defendant's text messages.

Exclusions: The Settlement Classes exclude the following: (1) the judge (including their staff) presiding over this case; (2) the United States District Judges and United States Magistrate Judges (including their staff) who have presided over *Ekim Kaya v. See Inc. d/b/a Seeeyewear*, in the United States District Court for the Eastern District of Michigan, Case Number 2:25-cv-12541-TGB-APP; (3) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (4) any of the Released Parties; (5) the immediate family of any such Released Parties; (6) any Settlement Class Member who has timely opted out of this proceeding; and (7) Plaintiff's Counsel, their employees, and their immediate family.

c. The Notice Provided to Class Members was the Best Practicable Notice and Comported with Due Process Requirements

The notice requirements of Florida Rule of Civil Procedure 1.220 are designed to provide sufficient due process by informing class members of the pendency of the Action and providing an opportunity to be heard or opt out. Notice must be the "best notice that is practicable under the circumstances." *Nelson v. Wakulla County*, 985 So. 2d 564, 576 (Fla. 1st DCA 2008). Individual notice should be provided to class members who can be identified through reasonable effort. *See*

Cordell v. World Ins. Co., 355 So. 2d 479, 481 (Fla. 1st DCA 1978) (*citing Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173-75 (1974)).

Here, the Parties agreed to provide direct notice by email and mail postcard, as appropriate based on available contact information, together with a Long-Form Notice on the Settlement Website. *See* **Exhibit A**. Individual, direct notice by mail and email clearly comports with due process requirements. *See, e.g., Juris v. Inamed Corp.*, 685 F.3d 1294, 1320 (11th Cir. 2012). Moreover, and as explained in the Agreed Order Preliminarily Approving Class Action Settlement dated August 6, 2026 (the "Preliminary Approval Order"), the Notice provided included a clear explanation of the terms of the Settlement, the amount sought in attorneys' fees and a service award; informed class members of their right to object to seek exclusion and the method by which to do so; and provided an opportunity to be heard. *See generally* Agreement (and Notice exhibits attached thereto); *see also Nolan v. Integrated Real Estate Processing, LP*, 2009 U.S. Dist. LEXIS 136890, at *20-21 (M.D. Fla. Sep. 9, 2009) (setting forth what should be included in Notice of Settlement). Thus, and for the same reasons as set forth in the Motion for Preliminary Approval and this Court's Preliminary Approval Order, the Notice provided to Settlement Class Members constituted the best notice practicable and comported with due process requirements.

On August 25, 2026, the Class Administrator, Analytics, LLC. ("Analytics" or "Administrator") caused the mailing of 2 Notices via first-class mail and sent 144 Email Notices to those of the 134 identified class members whose email addresses were on file for Settlement Class Members. *See* Analytics Declaration at ¶14.

On September 8, 2026, Analytics sent a Reminder Email Notice to 105 Settlement Class Members who had not yet filed a Claim Form. *Id*., at ¶17. Of the 132 Settlement Class Members

whose email addresses were available, Analytics successfully delivered Email Notice to all of these 132 Settlement Class Members. *Id*, at ¶15.

As of October 20, 2026, with respect to the first-class mail notice, none of the Postcard Notices were returned by the post office. *Id*., at ¶17.

Analytics conducted comprehensive address verification to ensure maximum deliverability of notices to Settlement Class Members, utilizing methods commonly used in the class administration industry. *Id* at ¶10.

As of October 20, 2026, all Email Notices and all Postcard Notices have been delivered to the 134 unique identified Settlement Class Members. *Id*., at ¶17. This means the **individual notice efforts have reached approximately 100% of the identified Settlement Class**. *Id*.

The comprehensive notice program successfully delivered notice through multiple channels to Settlement Class Members. The combination of physical mail notices and email notices, achieving a 100% success rate, demonstrates that the notice program was reasonably calculated to reach Settlement Class Members and satisfy due process requirements. *See Mullane v. Central Hanover Bank & Trust* Co., 339 U.S. 306, 314 (1950) ("An elementary and fundamental requirement of due process in any proceeding which is to be accorded finality is notice 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.") (citing *Milliken v. Meyer,* 311 U.S. 457; *Grannis v. Ordean*, 234 U.S. 385; *Priest v. Las Vegas*, 232 U.S. 604; *Roller v. Holly*, 176 U.S. 398).

On August 21, 2026, Analytics also established a Settlement Website, www.seeeyeweartcpasettlement.com, where Settlement Class Members could obtain copies of the

Settlement Agreement and Release, the Long Form Notice, the Postcard Notice, the Claim Form, the Court's Preliminary Approval Order, and Class Action Complaint. *See* Analytics Declaration at ¶11. The Settlement Website also permitted Settlement Class Members to submit a claim online. *Id* at ¶12. As of October 26, 2026, the website has been visited by 67 unique visitors with 117 page views. *Id*.

On August 21, 2026, Analytics also established a toll-free phone number, (877) 512-2849, to receive and respond to Settlement Class Member inquiries. *Id*., at ¶11. The phone number was included in the Class Notice to provide Settlement Class Members with multiple avenues to obtain information about the settlement. *Id*.

Finally, Analytics has fully complied with the Settlement Agreement and this Court's Preliminary Approval Order, including adhering to all deadlines set forth in the August 6, 2026, Preliminary Approval Order. As of the date of this filing, no requests for exclusion and no objections have been received. *Id*., at ¶¶18-19.

d. The Terms of the Settlement are Fair and Reasonable

Finally, before granting final approval of a proposed settlement, the court must find that the terms of the settlement are fair, reasonable, and adequate. *See Ramos v. Phillip Morris Cos.*, 743 So. 2d 24, 31 (Fla. 3d DCA 1999) (citations omitted). Courts consider several factors in making such determination, including: (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. *Grosso v. Fid. Nat'l Title Ins. Co.,* 983 So. 2d 1165, 1173-74 (Fla. 3d DCA 2008); *see also Griffith v. Quality Distrib.*, 43 Fla. L. Weekly 1599 (App. 2018).

All such aforementioned factors favor a finding that the terms of the Agreement are clearly fair, adequate, and reasonable. *See Ramos v. Philip Morris Cos.*, 743 So. 2d 24, 32 (Fla. 3d DCA 1999) (approving settlement because benefits obtained must be analyzed in light of significant risk of litigation); *Wilson v. EverBank*, 2016 U.S. Dist. LEXIS 15751, at *34 (S.D. Fla. Feb. 3, 2016) (finding significant that appellate court could rule unfavorably to settlement class members). Continuing litigation through class certification briefing, summary judgment briefing (and potentially trial), and through an extensive appellate process would have been extremely expensive and complex, and likely would have extended for several years. *See, e.g., Borcea v. Carnival Corp.*, 238 F.R.D. 664, 673 (S.D. Fla. 2006) (approving settlement and finding significant that class members risked recovering nothing on threshold issue of whether a litigated class would be certified); *Hamilton v. SunTrust Mortg. Inc.*, 2014 U.S. Dist. LEXIS 154762, at * (S.D. Fla. Oct. 24, 2014) (avoiding expense and length of protracted litigation is significant factor in analyzing terms of settlement). Moreover, not a single class member objected to the terms of the Agreement, which is virtually dispositive on the question of whether the terms of a settlement are fair and reasonable to Class Members. *See also Barnhill v. Fla. Microsoft Anti-Trust Litig.*, 905 So. 2d 195, 200 (Fla. 3d DCA 2005) ("The fairness of the settlement and the propriety of the release is confirmed by the fact that so few of the class members have objected to it[.]").

As set forth in the Motion for Preliminary Approval, the Settlement Fund made available to the class here is more than reasonable, given the complexity of the litigation and the significant risks and barriers that loomed in the absence of settlement including, but not limited to, potential

dispositive motions, Defendant's assertion of various legal challenges, and additional motion practice, including a motion for class certification and motions for summary judgment, plus trial and potential appellate review following a final judgment. *See also* Declaration of Christopher E. Berman ("Berman Decl."), attached hereto as **Exhibit D**.

Furthermore, the Settlement Agreement has been positively received by the Settlement Class Members, as not even one person has either objected to the agreement or asked to be excluded from the Agreement. *See* Analytics Declaration. at ¶¶18-19. The fact that it has been positively received speaks to its fairness and reasonableness.

For all these reasons, Plaintiff respectfully submits, and all Parties agree, that the terms of the Settlement are fair, adequate, and reasonable to class members.

e. The Attorneys' Fees Requested Are Reasonable

The fees sought here are reasonable under the guidance of the Supreme Court and the Florida Supreme Court for analysis of fee petitions in class actions where a common fund is obtained. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980) (The Supreme Court "has recognized consistently that a litigant or a 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."); *Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309 (Fla. 1995) ("Accordingly, we find that in all common-fund cases in which attorney fees have not been assessed by a trial court using the lodestar approach as of the date of this opinion and in which a multiplier is determined to be appropriate, the maximum multiplier can be as much as 5.").

"A court must review the "contingency risk" factors and the "results obtained for the benefit of the class" as required by rule 4-1.5 of the Rules Regulating the Florida Bar to establish

whether the multiplier is proper." *Ramos v. Philip Morris Cos.*, 743 So. 2d 24, 32 (Fla. 3d DCA 1999) (Upholding award of attorneys' fees and stating that a multiplier of 5 "was justified because this case was extraordinarily risky"). A review of these factors supports the requested fee here, particularly given that the Settlement accounted for potential changes in the TCPA and consumer law landscape, increasing the risk that if the case proceeded to trial the Class could ultimately recover nothing.

i. The Case Required Substantial Time and Labor and as a Result Precluded Other Employment By Class Counsel

Here, Class Counsel will seek Attorneys' Fees and Expenses of approximately 30% of the Settlement Fund, or $82,500.00. Class Counsel expended numerous hours litigating the case, not including additional hours overseeing and related to funds distribution post settlement, settlement class member communication, and enforcement of the Agreement. Courts typically award between 20-33%[1] of the fund in cases brought under the TCPA. The Eleventh Circuit has recognized that even higher percentages are permissible. *See Camden I Condo. Ass'nv. Dunkle,* 946 F.2d 768, 774 (11th Cir. 1991) ("To avoid depleting the funds available for distribution to the class, an upper limit of 50% of the fund may be stated as a general rule, although even larger percentages have been awarded"). Moreover, courts consistently recognize that "Fees in the range of 30–40% of any amount recovered are common in complex and other cases taken on a contingency fee basis." *Robles v. Brake Masters Sys.,* Inc., 2011 WL 9717448, at *19, 2011 U.S. Dist. LEXIS 14432, at *55. This principle is further confirmed by judicial recognition that "[t]he customary fee to class

1 *See e.g., In re Home Depot Inc.*, 931 F.3d 1065, 1076 (11th Cir. 2019) ("In this Circuit, courts typically award between 20-33.33%, known as the benchmark range."); *Wilson v. EverBank*, 2016 U.S. Dist. LEXIS 15751, 2016 WL 457011, *18 (S.D. Fla. Feb. 3, 2016); *Swaney v. Regions Bank*, No. 2:13-CV-00544-RDP, 2020 U.S. Dist. LEXIS 101215, at *15 (N.D. Ala. June 9, 2020) (same).

counsel in a common fund settlement is approximately one-third of economic benefit bestowed on the class." *Anderson v. Merit Energy* Co., 2009 WL 3378526, at *3. Class Counsel's request for 30% demonstrates restraint and falls within the typical standard for complex contingency litigation.

The hours spent here by Class Counsel were on numerous issues, including investigating the potential claim and relevant legal and factual issues, drafting the Complaint, researching legal issues, discovery-related issues, extensive data analysis, drafting a mediation brief and attending an all-day mediation session. *See* Berman Decl. ¶ 13, 15. Under the *Rowe* analysis, such hours are clearly reasonable. *See Florida Patient's Compensation Fund v. Rowe*, 472 So.2d 1145 at *1150 (Fla. 1985) (time required, novelty and complexity of legal issue, and legal skill required are relevant to determination of reasonable hours).

ii. Contingency Risk - The Issues in this Case Were Difficult, Making the Case Undesirable, Presenting Significant Risk, and Requiring the Skill of Talented and Experienced Attorneys.

The novelty and difficulty of the questions presented by TCPA class actions are high and weigh in favor of granting Plaintiff's request for attorneys' fees. Class certification is another hurdle that would have to be met - TCPA law is unsettled, and the magnitude and complexity of legal issues involved in this case demonstrates the heightened risk Plaintiff´s Counsel undertook in this matter and reinforces the reasonableness of Counsel's requested fee.

In light of the novelty, difficulty, and constantly evolving nature of questions related to the TCPA, the skill required to advocate for TCPA victims is high. Counsel here have substantial experience in class action litigation, and have extensive experience in TCPA, FTSA, and privacy litigation in particular, and in this case they were able to use that extensive experience to inform

negotiations and drive this case to an excellent resolution. *See* Berman Decl. at ¶¶ 11-12, 14. As such, this factor weighs in favor of approval of the fee request.

Class Counsel took on this case on a purely contingent basis. As such, the firm assumed a significant risk of nonpayment or underpayment. The case required Class Counsel to spend time and resources on this litigation that could have been spent on other matters. Because Class Counsel undertook representation of this matter on a contingency-fee basis, they shouldered the risk of expending substantial costs and time in litigating the action without any monetary gain in the event of an adverse judgment. See *Almanzar v. Select Portfolio Servicing, Inc*., No. 1:14-cv-22586, 2016 WL 1169198, at *4 (S.D. Fla. March 25, 2016) (stating that economic risks of pursuing class action litigation are particularly relevant "when the law firms prosecuting the case are of small size, as they are here, and thus the time devoted to the class action precludes other employment"). As such, this factor weighs in favor of approving the requested fees.

iii. Results Obtained for the Class.

The fee request is reasonable based on the results obtained. *See Swift v. BancorpSouth Bank,* No. 10-cv-00090-GRJ (N.D. Fla., July 15, 2016) (awarding $8.4 million in fees-35%--of $24 million class settlement); *see also Johns Manville v. Tennessee Valley* Auth., No. 99-2294 (N.D. Ala. Aug. 20, 2007) (awarding $6.3 million in fees-35% of $18 million class settlement); *Neal v. Chase Manhattan Bank*, U.S.A., N.A., No. 06-00049 (S.D. Ala. May 30, 2006) (awarding $1 million in fees and expenses-37% of $2.7 million class settlement); *Blanco v. Xtreme Drilling & Coil Services, Inc.*, 2020 U.S. Dist. LEXIS 126155, 2020 WL 4041456, at *5 (D. Colo. July 17, 2020) (awarding 38% fee of $850,000 settlement because it was in "line with the customary fees and awards in similar cases"); In re *Thornburg Mortg., Inc. Sec. Litig.,* 912 F. Supp. 2d 1178, 1257

(D.N.M. 2012) ("Fees in the range of 30-40% of any amount recovered are common in complex and other cases taken on a contingency fee basis."); *Cook v. Rockwell Int'l Corp*., 2017 U.S. Dist. LEXIS 181814, 2017 WL 5076498, at *1-2 (D. Colo. Apr. 28, 2017) (explaining forty percent fee falls within acceptable range); *Robles v. Brake Masters Sys., Inc.,* No. CIV 10-0135 JB/WPL, 2011 WL 9717448, at *19 (D.N.M. Jan. 31, 2011) ("Fees in the range of 30-40% of any amount recovered are common in complex and other cases taken on a contingent fee basis.") (quoting *Cimarron Pipeline Const., Inc. v. Nat'l Council on Comp. Ins.,* No. CIV 89- 1186-T, 1993 WL 355466, at *2 (W.D. Okla. June 8, 1993).

Counsel here has achieved an extraordinary result on behalf of Plaintiff and the Settlement Class in the amount of $275,210.00 – amounting to a payout of $290.00 per text message received by each Settlement Class Member. *See* Berman Decl. at ¶ 16. This monetary benefit negotiated by Class Counsel is significant and ensures that Settlement Class Members have the ability to receive payment for any losses suffered. *Id*.

f. The Service Award Requested Is Reasonable

As explained by the Third District Court of Appeals, being a putative class representative "is less an honor than a headache" because he or she is "identified as a class litigant in public records (potentially affecting credit reports and disclosures for financing), is subject to fiduciary duties…may be deposed and required to produce records [and] meet with counsel and appear in court." *Altamonte Springs Imaging*, 12 So. 3d at 857. Thus, "incentive awards are appropriate to recognize the efforts of the representative plaintiffs to obtain recovery for the class." *In re Domestic Air Transp. Litig.*, 148 F.R.D. 297, 358 (N.D. Ga. 1993).

Here, Defendant agreed not to oppose a Service Award of up to $5,000.00 to the named

Plaintiff, which is far less than amounts regularly approved by courts. *See, e.g., Altamonte Springs Imaging*, 12 So. 3d at 857 (approving incentive award of $10,000); *Bastian v. USAA,* No. 13-cv-1454, USDC Middle District of Florida ($10,000 service awards in total-loss class action settlement).

CONCLUSION

Plaintiff respectfully requests that the Court grant final approval of the proposed Settlement, and enter an order of final approval including, in substantially the same form, the content of the proposed Order attached as **Exhibit B**, including:

1. Directing payment be issued to Settlement Class Members in accordance with the terms of the Agreement;
2. Certifying the Settlement Class for purposes of settlement only;
3. Finding that the Notice provided was the best notice practicable and comported with due process requirements;
4. Appointing the named Plaintiff as class representative;
5. Appointing Christopher Berman and Scott Edelsberg as Class Counsel;
6. Finding that the terms of the Settlement were fair, adequate, and reasonable;
7. Releasing Defendant and the Released Parties from Released Claims;
8. Barring and enjoining Releasing Parties from asserting, or continuing to pursue, Released Claims;
9. Entering judgment with prejudice and without costs except as provided in the Agreement;
10. Approving Class Counsel's application for Attorneys' Fees and Expenses and

Plaintiff's Service Award in accordance with the Agreement; and

11. Reserving jurisdiction to administer, supervise, and enforce the Agreement according to its terms.

Dated: October 29, 2026

Respectfully submitted,

SHAMIS & GENTILE, P.A.

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Attorneys for Plaintiff and the Settlement Class

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 29, 2026, a true and correct copy of the foregoing was electronically filed with the Clerk of the Court by using the Florida Courts E-Filing Portal and served via the Portal on all parties entitled to service.

SHAMIS & GENTILE, P.A.

/s/ Christopher Berman
Christopher Berman, Esq.
Florida Bar No. 1010654

Exhibit A

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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Case No.: 2026-008574-CA-01

EKIM KAYA,
individually and on behalf of others
similarly situated,

Plaintiff,

v.

SEE INC. D/B/A SEEEYEWEAR

Defendant.
_____/

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into between and among the following parties, by and through their respective counsel: Plaintiff EKIM KAYA ("Plaintiff" or "Class Representative"), on behalf of himself and the Settlement Classes, and Defendant SEE INC. D/B/A SEEEYEWEAR ("Defendant"). Plaintiff and Defendant will sometimes be referred to together as the "Parties," or, individually, as a "Party."

RECITALS

WHEREAS, on August 14, 2025, Plaintiff filed a Class Action Complaint on behalf of himself and the putative classes in the lawsuit styled *Ekim Kaya v. See Inc. d/b/a Seeeyewear*, in the United States District Court for the Eastern District of Michigan, Case Number 2:25-cv-12541-TGB-APP (the "First Action");

WHEREAS, on April 17, 2026, the First Action was dismissed;

WHEREAS, on April 28, 2026, Plaintiff filed a Class Action Complaint (the "Action") on behalf of himself and the putative classes in the lawsuit styled *Ekim Kaya v. See Inc. d/b/a Seeeyewear* in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case Number

Docusign Envelope ID: D4385A67-4CE1-8E4E-8104-9F6D933DA9CF

2026-008574-CA-01, which asserts claims under the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227;

WHEREAS, Plaintiff alleges that he and members of the classes received telemarketing text messages from Defendant after previously opting out and/or while their telephone numbers were listed on the National Do Not Call ("DNC") Registry, which allegedly harmed them and the putative classes (the "Allegations");

WHEREAS, Plaintiff alleges that, as a result of the Allegations, he and other similarly situated individuals are entitled to declaratory and injunctive relief, statutory damages, attorneys' fees, and costs;

WHEREAS, on April 2, 2026, with the assistance of mediator Rodney Max of Upchurch Watson White & Max Mediation Group, the Parties and their counsel engaged in an intensive arm's-length meditation in an attempt to resolve the Action with a view toward achieving substantial benefits for the Settlement Classes as a whole, while avoiding the cost, delay, and uncertainty of further litigation, trial, and appellate practice;

WHEREAS, the Parties' counsel and Defendant's representatives ultimately reached an agreement in principle to resolve the Action;

WHEREAS, for settlement purposes only, Plaintiff will request that the Court certify the Settlement Classes and appoint him as Class Representative and their lawyers—Christopher Berman of Shamis & Gentile, P.A. and Scott Edelsberg of Edelsberg Law, P.A.—as Class Counsel in this case;

WHEREAS, based on their investigation and discovery in the Action and the experience of Class Counsel, Plaintiff and Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to, and in the best interest of, the Settlement Classes;

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WHEREAS, Plaintiff, on behalf of himself and as the representative of the Settlement Classes, and Defendant desire to resolve the dispute between them;

WHEREAS, Plaintiff, on behalf of himself and as the representative of the Settlement Classes, and Defendant will execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation; and

WHEREAS, Defendant denies any and all liability or wrongdoing to the Class Representative and to the Settlement Classes. Nonetheless, Defendant has concluded that further litigation would be protracted and expensive, has taken into account the uncertainty and risks inherent in this Action, and has determined that it is desirable that the Action and the Allegations be fully, completely, and finally settled in the manner and on the terms set forth herein.

NOW, THEREFORE, in exchange for the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties and their counsel agree that the Action shall be settled, compromised, and dismissed on the merits and with prejudice on the terms and conditions in this Agreement, and without costs (except as provided herein), subject to Court approval of this Agreement after a hearing and on finding that it is a fair, reasonable, and adequate settlement.

I. DEFINITIONS

In addition to the terms defined above and at other places in this Agreement, the following defined terms have the meaning set forth below:

A. "Administrator" means Analytics, which, subject to Court approval, shall be responsible for administrative tasks, which may include, without limitation: (a) arranging for distribution of the Class Notice and Claim Form to Settlement Class Members; (b) making any electronic mailings or physical mailings to Settlement Class Members required under this Agreement; (c) forwarding written inquiries from Settlement Class Members to Class Counsel or

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their designee; (d) establishing the Settlement Website; (e) receiving and processing Settlement Claims Forms and distributing payments to Settlement Class Members; and (f) otherwise assisting with implementing and administrating this Agreement, subject in all cases to approval by Class Counsel and Counsel for Defendant. Class Counsel and Counsel for Defendant may, by agreement, substitute a different entity as Administrator, subject to approval by the Court if the Court has previously approved the Settlement preliminarily or finally. In the absence of agreement, either Class Counsel or Defendant may move the Court to substitute a different entity as Administrator on a showing of good cause.

B. "Administrative Cap" means the maximum aggregate amount of ten thousand dollars ($10,000.00) allocated for all Notice and Administration Costs incurred by the Administrator in connection with the Settlement. Defendant shall not be required to pay any Notice or Administration Costs in excess of the Administrative Cap.

C. "Agreement" means this Settlement Agreement and Release and all attachments and exhibits hereto.

D. "Attorneys' Fees and Expenses" means the total recovery that may be awarded to Class Counsel to compensate them (and all other attorneys for Plaintiff or the Settlement Classes) for all attorneys' fees and expenses incurred by Plaintiff or Class Counsel in connection with the Action and First Action.

E. "Claim" means a written request for a Claim Settlement Payment submitted by a Settlement Class Member to the Administrator.

F. "Claim Deadline" means the last date by which a Claim submitted to the Administrator by a Settlement Class Member for a Claim Settlement Payment must be postmarked, which shall occur no later than fifteen (15) days after the Final Approval Hearing. All Claims

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postmarked on or before the Claim Deadline shall be timely, and all Claims postmarked after the Claim Deadline shall be untimely and barred from entitlement to any Claim Settlement Payment.

G. "Claim Form" means the form attached as **Exhibit 1** to this Agreement and/or as ultimately approved by the Court.

H. "Claim Settlement Check" means the check containing the Claim Settlement Payment for each Settlement Class Member who submits a valid and timely Claim.

I. "Claim Settlement Payment" means the payment to be made to Settlement Class Members who submit properly completed and timely Claim Forms approved by the Administrator, and who qualify for such relief under this Agreement.

J. "Class Counsel" means: Christopher Berman of Shamis & Gentile, P.A. and Scott Edelsberg of Edelsberg Law, P.A.

K. "Class Notice" means the program of notice described in this Agreement to be provided to Settlement Class Members, which will notify Settlement Class Members about the details of the Settlement.

L. "Class Notice Date" means the last date on which Class Notice can be disseminated, which shall be set by the Court in the Preliminary Approval Order as approximately forty-five (45) days after entry of the Preliminary Approval Order.

M. "Class Period," means the time period from August 14, 2021 through August 14, 2025.

N. "Confidential Information" means proprietary or commercially sensitive information or personal information subject to state and federal privacy laws that the Parties agree to protect in this Agreement from disclosure and dissemination to the public or any third-party or entity other than the Administrator.

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O. "Counsel for Defendant" means: Jennifer Torrez of McDonald Hopkins LLC.

P. "Court" means the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

Q. "Days" means calendar days, except that, when computing any period of time under this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time under this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

R. "Effective Date" means the day when the Agreement is Finally Approved.

S. "E-mail Notice" shall mean the notice sent by the Administrator to the Settlement Class Members as described in section III.B.3.a., below, and in substantially the form attached as **Exhibit 2**.

T. "Final Approval Hearing" means a hearing set by the Court for the purpose of: (i) determining the fairness, adequacy, and reasonableness of this Agreement and associated settlement in accordance with class action procedures and requirements; and (ii) entering the Final Approval Order.

U. This Agreement is "Finally Approved" means on the later of the date that (i) the time has run for any appeals from the Final Approval Order or (ii) any such appeals have been dismissed or resolved in favor of approving, or affirming the approval of, this Agreement. If no objection has been filed, and therefore nobody has standing to file an appeal, the Final Approval Order becomes final on the day in which the Court enters the Final Approval Order.

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V. "Final Approval Order" means the order and judgment to be entered by the Court, substantially in the form, and without material change to, the order attached hereto as **Exhibit 3**, approving this Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Classes as a whole in accordance with the Florida Rules of Civil Procedure, and making such other findings and determinations as the Court deems necessary and appropriate to effectuate the terms of this Agreement, including granting Final Approval to the Settlement and ruling on Class Counsel's application for Attorneys' Fees and Expenses and the Service Award for the Class Representative. If the Court enters separate orders addressing the matters constituting the matters set forth in this paragraph, then the Final Approval Order includes all such orders.

W. "Long-Form Notice" means the notice that is made available on the Settlement Website and upon request from the Administrator, in substantially the form attached as **Exhibit 4** to this Agreement.

X. "Mail Notice" shall mean the notice sent by the Administrator to the Settlement Class Members as described in section III.B.3.b. of the Agreement, and in substantially the form attached as **Exhibit 5.**

Y. "Notice" means the Mail Notice and/or E-mail Notice that will be e-mailed by the Administrator to those who may be Settlement Class Members.

Z. "Notice and Administrative Costs" means the reasonable costs and expenses subject to the Administrative Cap, authorized by the Court and approved by Class Counsel and Counsel for Defendant of disseminating the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Administrator in administering the Settlement, including, but not limited to, costs and expenses associated with determining mail and/or e-mail addresses for Settlement Class Members, assisting

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Settlement Class Members, processing claims, escrowing funds, and issuing and mailing Settlement Payments.

AA. "Objection Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement to be able to object to the Settlement. The Objection Deadline shall be no later than thirty (30) days before the Final Approval Hearing.

BB. "Opt-Out Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be submitted in writing to Class Counsel (or the Administrator) for a Settlement Class Member to be excluded from the Settlement Classes. The Opt-Out Deadline shall be no later than thirty (30) days before the Final Approval Hearing.

CC. "Preliminary Approval Order" means an order to be entered by the Court certifying the Settlement Classes and granting preliminary approval to the Settlement, substantially in the form attached hereto as **Exhibit 6**, without material change.

DD. "Released Claims" means all past, present, and/or future liabilities, rights, claims for relief, actions, causes of action, demands, damages, costs, attorneys' fees, losses and remedies, whether known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal, statutory, or equitable, against Released Parties that arise out of, concern or relate to the Telephone Consumer Protection Act and the Florida Telephone Solicitation Act and any other related laws regarding any text messages sent to Settlement Class Members by, or on behalf of Defendant or that were or could have been claimed, raised, or alleged in this Action to the extent they arise from or relate to text messages sent by or on behalf of Defendant from August 14, 2021 through August 14, 2025, as of the date of a final Court order approving the Settlement and dismissing the case with prejudice.

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EE. "Released Parties" means Defendant and any vendors, contractors, or agents that were involved in any way with the complained of text messages, or on whose behalf they were sent. It shall also include any of their owners, representatives, parents, subsidiaries, agents, attorneys, vendors, contractors, subcontractors, insurers, officers, board members, employees, predecessors, successors and assigns.

FF. "Releasing Parties" means Plaintiff and all Settlement Class Members who do not timely and properly opt-out of the Settlement, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entireties, agents, attorneys and all those who claim through them or on their behalf.

GG. "Request for Exclusion" means a written request from a Settlement Class Member compliant with the instructions on how to seek to exclude the Settlement Class Member from the Settlement Classes.

HH. "Service Award" means any approved payments to the Class Representative.

II. "Settlement" means the settlement set forth in this Agreement.

JJ. "Settlement Classes" means all members of the classes of persons in this Action that will be certified by the Court for settlement purposes as follows:

> **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; and (4) for the purpose of selling Defendant's products and services.
>
> **TCPA "STOP" 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; (2) regarding Defendant's goods or services, to said person's cellular telephone number after said person opted out of Defendant's text messages.

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The Settlement Classes exclude the following: (1) the judge (including their staff) presiding over this case; (2) the United States District Judges and United States Magistrate Judges (including their staff) who have presided over *Ekim Kaya v. See Inc. d/b/a Seeeyewear*, in the United States District Court for the Eastern District of Michigan, Case Number 2:25-cv-12541-TGB-APP; (3) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (4) any of the Released Parties; (5) the immediate family of any such Released Parties; (6) any Settlement Class Member who has timely opted out of this proceeding; and (7) Plaintiff's Counsel, their employees, and their immediate family.

KK. "Settlement Class Claimant" means any Settlement Class Member who submits a Claim in accordance with this Agreement.

LL. "Settlement Class Data" means data relating to approximately 134 persons who, according to Plaintiff and Defendant's records, are members of the Settlement Classes. The Settlement Class Data shall be treated as Confidential Information.

MM. "Settlement Class Member(s)" means any member of the Settlement Classes.

NN. "Settlement Class Payment List" means the list of all Settlement Class Members who filed a Claim; whether the Claim was rejected or accepted, and, if rejected, the reason it was rejected; the address to which the Claim Settlement Check shall be sent; and the total amount of Claim Settlement Payments to be made.

OO. "Settlement Fund" means the total maximum amount that Defendant has agreed to make available of two hundred seventy-five thousand two hundred ten dollars ($275,210.00), as further described in Section II.B.1., to cover the Claim Settlement Payments as well as Attorneys' Fees and Expenses, Notice and Administration Costs, and any Service Award. Defendant shall pay

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the amounts due from the Settlement Fund as these amounts become due as described in Section II.B.1. Defendant is not expected to advance payment of the Settlement Fund into any escrow account or otherwise but will make payments as they come due. Any amount of the Settlement Fund not due or payable per Section II.B.1. shall be retained by Defendant.

PP. "Settlement Website" means the website that the Administrator will establish as soon as practicable following preliminary approval, but prior to the commencement of the Notice program, as a means for members of the Settlement Classes to obtain notice of and information about the Settlement, through and including hyperlinked access to this Agreement, the Long-Form Notice, the Order Preliminarily Approving this Settlement, and such other documents as Class Counsel and the Defendant agrees to post or that the Court orders posted on the Settlement Website. The documents shall remain on the Settlement Website at least until Final Approval. The URL of the Settlement Website shall be mutually agreed upon by Class Counsel and Defendant in writing. Ownership of the Settlement Website URL shall be transferred to Defendant within 10 days of the date upon which operation of the Settlement Website ceases.

II. SETTLEMENT TERMS

A. Certification of Settlement Classes and Conditional Nature of Agreement

For settlement purposes only, Defendant conditionally agrees and consents to certification of the Settlement Classes. Defendant's conditional agreement is contingent on (i) the Parties' execution of this Agreement, (ii) the Court's entry of the Final Approval Order, and (iii) the Final Approval Order becoming Final following any appeal. Except as provided below, if this Agreement, for any reason, does not receive Final Approval, if the Final Approval Order does not become Final, or if the Agreement is otherwise terminated, it shall be null and void, it shall be of no force or effect whatsoever, it shall not be referred to or used for any purpose whatsoever, and

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the negotiation, terms, and entry of the Agreement shall remain inadmissible under the Florida Rules of Civil Procedure, Florida Rules of Evidence, and any applicable state law or rule of civil procedure or evidence. If for any reason the settlement is not granted preliminary and final approval, Defendant's agreement to certification of the Classes shall not be used for any purposes, including any request for class certification in the Action or any other proceeding.

Defendant denies all claims, liability, damages, losses, penalties, interest, fees, restitution, and all other forms of relief that were or could have been sought in the Action, as well as all class action allegations asserted in the Action. Defendant has agreed to resolve this Action through this Agreement, but if this Agreement is deemed void or Final Approval does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegations in the Action on all procedural, evidentiary, and factual grounds, including, without limitation, the ability to challenge on any grounds whether any class can be certified and to assert any and all defenses or privileges. The Class Representative and Class Counsel agree that Defendant retains and reserves all of these rights and agree not to take a position to the contrary.

B. Settlement Classes Relief

1. Claim Settlement Payments to Settlement Classes

In consideration for the Releases set forth in this Agreement, Defendant shall provide the following relief:

Defendant shall make available up to $275,210.00 (USD) in cash (the "Settlement Fund") available for payment of Claims submitted by Class Members, Attorneys' Fees and Expenses, Notice and Administration Costs, and any Service Award.

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Settlement Class Members must submit a timely, valid, and verified Claim Form, by the Claim Deadline in the manner required by this Agreement, to receive a Claim Settlement Payment from the Settlement Fund.

Each Settlement Class Member who submits a timely, valid, correct, and verified Claim Form by the Claim Deadline in the manner required by this Agreement, making all the required affirmations and representations, shall be sent a Claim Settlement Check by the Administrator in the amount of up to $290.00 per text message received by the Settlement Class Member. However, the per-person amount each Settlement Class Member receives may be uniformly reduced on a pro rata basis to account for Attorneys' Fees and Expenses, Notice and Administration Costs, and any Service Award. Only one (1) Claim is allowed per Settlement Class Member, and each Settlement Class Member need submit only one Claim Form to receive payment for each text message received.

In no event shall Defendant be responsible for any claims, fees, or Settlement Costs exceeding the amount of the Settlement Fund.

No later than forty-five (45) days after the Effective Date and receipt of a timely, valid, correct, and verified Claim Form, the Administrator shall send, by first-class mail, a Claim Settlement Check to each Settlement Class Member who submits a timely, valid, correct, and verified Claim Form. Checks will be valid for ninety (90) days from the date on the check. Any Settlement Fund Payments that remain uncashed after ninety (90) days from issuance shall be remitted to Defendant.

All Attorneys' Fees and Expenses, all Notice and Administration Costs, and any Service Award will be paid by Defendant from the Settlement Fund.

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Except as provided in this Section, Defendant shall have no obligation to make any other or further payments to Plaintiff, to any Settlement Class Member, or Class Counsel.

C. Settlement Approval

Concurrent with submission of this Agreement for the Court's consideration, Class Counsel shall submit to the Court an unopposed or agreed motion for preliminary approval of this Agreement. Counsel for Defendant shall have an opportunity to review the motion for preliminary approval before filing with the Court. The motion shall seek entry of an agreed Preliminary Approval Order, which shall be in a form agreed upon by Class Counsel and Defendant.

The Plaintiff's motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Final Approval Hearing will occur. Plaintiff shall file their Motion for Final Approval of the Settlement, and their application for attorneys' fees, costs, and expenses and for Service Award for the Class Representative, no later than fourteen (14) days prior to the Final Approval Hearing. At the Final Approval Hearing, the Court will hear argument on Plaintiff's Motion for Final Approval of the Settlement, and on Class Counsel's application for Attorneys' Fees and Expenses and for Service Award for the Class Representative. In the Court's discretion, the Court will also hear arguments at the Final Approval Hearing from any Settlement Class Members (or their counsel) who object to the Settlement, Attorneys' Fees and Expenses, or Service Award application, provided the objectors submitted timely written objections that meet all of the requirements listed in the preliminary approval order and notice.

At or following the Final Approval Hearing, the Court will determine whether to enter the Final Approval Order granting Final Approval of the Settlement and entering final judgment thereon, and whether to approve Class Counsel's request for Attorneys' Fees and Expenses and

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Service Award. The proposed Final Approval Order shall be in a form agreed upon by Class Counsel and Defendant. Such proposed Final Approval Order shall, among other things:

a. Determine that the Settlement is fair, adequate and reasonable;

b. Finally certify the Settlement Classes for settlement purposes only;

c. Determine that the Notice provided satisfies Due Process requirements;

d. Enter judgment dismissing the Action with prejudice and without costs, except as set forth in this Agreement;

e. Bar and enjoin all Releasing Parties from asserting any of the Released Claims, including during any appeal from the Final Approval Order;

f. Release Defendant and the Released Parties from the Released Claims; and

g. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including the Defendant, all Settlement Class Members, and all objectors, to administer, supervise, construe, and enforce this Agreement in accordance with its terms.

D. <u>Service Award and Attorneys' Fees and Expenses</u>

1. Service Award

Plaintiff will request, and Defendant will not oppose, a Service Award, which will be paid from the Settlement Fund, of no more than $5,000.00 to the Class Representative. To the extent the Court does not approve incentive awards or does not award the entirety of the requested amount, the monies will remain in the Settlement Fund to be distributed, if at all, as per the other provisions of the Agreement. Any Court decision declining Plaintiff's request for Service Award shall not be a basis to terminate the Settlement. Any Service Award that the Court awards to Plaintiff shall be paid to Plaintiff by check payable to Plaintiff delivered to an address that Class Counsel will identify. Plaintiff or Class Counsel will also provide Defendant's counsel Plaintiff's

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completed W-9 form. Defendant shall pay the service award within (30) days after Defendant's counsel receives both Plaintiff's address and the completed W-9 form.

2. Attorneys' Fees and Expenses

Class Counsel will request, and Defendant will not oppose, an award of Attorneys' Fees and Expenses of approximately 30% of the Settlement Fund or $82,500.00. To the extent the Court does not approve the Attorneys' Fees and Expenses or does not award the entirety of the requested amount, the monies will remain as part of the Settlement Fund to be distributed, if at all, as per the other provisions of the Agreement. Any Court decision declining to award the amount requested by Class Counsel shall not be a basis to terminate the Settlement. Class Counsel shall be responsible for allocating and shall allocate among Class Counsel any Attorneys' Fees and Expenses, and Defendant shall have no responsibility, role, or liability in connection with such allocation. All Attorneys' Fees and Expenses awarded by the Court shall be paid to Shamis & Gentile, P.A. in a manner agreed between the Class Counsel and Defendant no later than thirty (30) days after the Effective Date or the date on which Shamis & Gentile, P.A. provides a completed W-9 form to Defendant, whichever is later. Shamis & Gentile, P.A. shall handle any distribution of Attorneys' Fees and Expenses between Class Counsel. Defendant shall have no responsibility for any allocation, and no liability whatsoever to any person or entity claiming any share of the funds to be distributed. The Parties negotiated and reached agreement regarding Attorneys' Fees and Expenses and the Service Award, only after reaching an agreement on all other material terms of this Settlement.

III. CLAIMS ADMINISTRATION

A. Administrator

The Parties have agreed on Analytics as the Administrator. The Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other

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obligations as stated herein, the Administrator shall be responsible for, among other things and if and as necessary, for the implementation and effectuation of Class Notice, processing Claim Forms, receiving and maintaining on behalf of the Court any correspondence regarding requests for exclusion and/or objections to the Settlement, administering Claim Settlement Payments, and providing all other related support, reporting, and administration as further stated in this Agreement. The Parties may direct the Administrator to assist with various additional administrative tasks in implementing the Settlement as the Parties agree is appropriate.

The Parties will coordinate with the Administrator to provide and mail/E-mail Notice to the Settlement Classes, as provided in this Agreement. The Administrator shall administer the Settlement in accordance with the terms of this Agreement and shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as Confidential Information except as provided for in this Agreement or by court order.

The total Notice and Administration Costs incurred in connection with this Settlement shall not exceed the Administrative Cap of Ten Thousand Dollars ($10,000.00) in the aggregate, inclusive of all fees, costs, and expenses relating to Notice and Administration. Defendant shall have no obligation to pay, and Administrator shall not invoice, any amounts for Notice or Administration Costs in excess of the Administrative Cap. Defendant shall not be obligated to compute, estimate, or pay any taxes on behalf of Plaintiff, any Settlement Class Member, Class Counsel, or the Administrator. The Administrator will invoice Defendant directly for start-up and initial Class Notice costs at any time after entry of the Preliminary Approval Order and will bill Defendant for incurred fees and expenses thereafter. The Administrator will complete and provide to Defendant any W-9 forms necessary for Defendant to pay for the Notice and Administrative

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Costs. Defendant's obligation for Notice and Administration Costs is expressly limited to the Administration Cap.

B. Notice

1. Notice to the Settlement Classes

Class Counsel and Defendant shall insert the correct dates and deadlines in the Notice before the Notice Program commences, based upon those dates and deadlines set by the Court in the Preliminary Approval Order. Any Notices provided under or as part of the Notice Program shall not bear or include the Defendant's logo or trademarks or the return address of Defendant, or otherwise be styled to appear to originate from Defendant. At Defendant's request, ownership of the Settlement Website URL shall be transferred to Defendant within ten (10) days of the date on which operation of the Settlement Website ceases, which shall be three months following distribution of the net Settlement Fund to Settlement Class Claimants, or such other date as Class Counsel and Defendant may agree upon in writing.

2. Settlement Class Data

Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant—if it has not already done so—will provide to the Administrator the Settlement Class Data in electronic format. Using the Settlement Class Data, the Administrator will conduct research to determine the mailing addresses and/or email addresses associated with each of the telephone numbers of the Settlement Class Members.

3. Notice

Notice shall be provided to the Settlement Class Members in up to four different ways as set forth herein. The Administrator, by the Class Notice Date, shall send Notice to Settlement Class Members for which the Administrator is able to determine the Settlement Class Members' mail and/or e-mail addresses.

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a. *E-mail Notice*. For those Settlement Class Members whose email address is available, E-Mail Notice shall be provided (substantially in the form provided in **Exhibit 2** hereto) on two occasions on dates selected by the Administrator. The Administrator shall review the Settlement Class Data, utilize methods commonly used in the class administration industry to verify and/or update e-mail addresses (e.g., reliable sources like LexisNexis and TransUnion), and shall, to the extent reasonably possible, send the E-Mail Notice to all Settlement Class Members. The E-Mail Notice program shall be completed by the Class Notice Date. The Administrator shall provide Class Counsel and Defendant a sworn declaration that confirms that the E-Mail Notice program was completed in a timely manner and in accordance with this Agreement and the Preliminary Approval Order.

b. *Mail Notice*. For those Settlement Class Members whose email address is not available, one copy of the Mail Notice (double-sided postcard with a detachable pre-postmarked Claim Form, substantially in the form provided in **Exhibit 5** hereto), shall be sent via first-class U.S. mail, return service requested, in lieu of the E-Mail Notice. The Administrator shall review the Settlement Class Data, utilize methods commonly used in the class administration industry to verify and/or update mail addresses (e.g., reliable sources like LexisNexis and TransUnion), and shall, to the extent reasonably possible, send the Mail Notice to all Settlement Class Members for whom email address is not available. The Mail Notice program shall be completed by the Class Notice Date. The Administrator shall provide Class Counsel and Defendant a sworn declaration that confirms that the Mail Notice program was completed in a timely manner and in accordance with this Agreement and the Preliminary Approval Order.

For those Settlement Class Members whose email address is unknown or not discernable or for whom the E-mail Notice is returned as undeliverable, and a mail address is available instead,

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one copy of the Mail Notice (described above) shall be sent instead. For these Class Members, the Administrator shall review the Settlement Class Data, utilize methods commonly used in the class administration industry to verify and/or update existing mailing addresses (e.g., reverse telephone number look up, verification through the National Change of Address Database or other reliable sources like LexisNexis and TransUnion), and shall, to the extent reasonably possible, mail the Mail Notice to all Settlement Class Members for whom an email address is unknown or not discernable through an email verification search, or for whom the E-mail Notice is returned as undeliverable, and a mail address is available instead. The Mail Notice shall be completed by the Class Notice Date. The Administrator shall provide Class Counsel and Defendant a sworn declaration that confirms that the Mail Notice was completed in a timely manner and in accordance with this Agreement and the Preliminary Approval Order.

4. Long-Form Notice

The Long-Form Notice (substantially in the form provided in **Exhibit 4** hereto) will be posted to the Settlement Website, www.seeeyeweartcpasettlement.com, and will contain more detail than the Email Notice and Mail Notice. The Long Form Notice will also be sent to all Settlement Class members who contact the Administrator by telephone or e-mail and request a copy.

5. Settlement Website

By the Class Notice Date, the Administrator shall establish and maintain the Settlement Website, which, among other things: (i) enables Settlement Class Members to access and download the Claim Form, (ii) provides contact information for Class Counsel, and (iii) provides access to relevant documents concerning the Action. Such documents shall include this Agreement and Class Notice; the Long-Form Notice, the Preliminary Approval Order; the Complaint; and, when filed, the Final Approval Order. The Class Notice (as well as the E-Mail Notice and Mail

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Notice) shall include the address (URL) of www.seeeyeweartcpasettlement.com for the Settlement Website, where Settlement Class members will find important documents and court filings, which will contain more detail than the Email Notice and Mail Notice. The Administrator shall maintain the Settlement Website until at least sixty (60) days following the Claim Deadline. The Settlement Website shall have a portal where Claim Forms can be submitted.

6. Toll-free Telephone Number

By the Class Notice Date, the Administrator shall establish and maintain a toll-free number that maintains an IVR (or similar) system to answer questions about the Settlement. The Administrator shall maintain the IVR (or similar) system until at least sixty (60) days following the Claim Deadline.

C. Claim Filing, Review, and Approval Process

1. Claim Form

To submit a Claim, Settlement Class Members must correctly provide the information and documentation required by the Claim Form. The Claim Form shall require any Settlement Class Member who submits a Claim to provide the following documentation and information under penalty of perjury: (a) Settlement Class Claimant's name, current address, telephone number, and e-mail address (if any); (b) Settlement Class Claimant's telephone number(s) that received a text message(s) from Defendant, and (c) a representation under oath that he or she received a text message(s) from Defendant.

2. Claim Filing Process

Settlement Class Members shall be permitted to make a Claim for a Claim Settlement Payment by submitting a claim on the Settlement Website or by mailing a completed Claim Form to the Administrator on a date no later than the Claim Deadline. Any Settlement Class Member who does not submit an accurate and fully completed Claim Form by the Claim Deadline shall be

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deemed to have waived any Claim and any such Claim will be rejected by the Administrator. Only one Claim Form may be submitted per Settlement Class Member that received a text message(s) from Defendant, regardless of how many text messages were received by the Settlement Class Member. Claim Forms can also be submitted via e-mail to the Administrator or by mail to the Administrator.

3. Invalid Claims

Any Settlement Class Member who fails to submit a timely, accurate, and fully completed and correct, valid Claim Form shall not be entitled to receive a Settlement Claim Payment, but shall otherwise be bound by all of the terms in this Agreement, including the terms of the Final Approval Order and the Releases in this Agreement, and shall be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Released Parties concerning any Released Claims.

4. Claim Review Process

The Administrator shall confirm that each Claim Form submitted is in the form required; that each Claim Form includes the required affirmations, information, and documentation; that each Claim Form was submitted in a timely fashion; that the Settlement Class Claimant is a member of one or more of the Settlement Classes; and that text messages were sent to the telephone number(s) identified in the form. Any Settlement Class Claimant's failure to provide any of the required affirmations or information shall result in the Claim being deemed invalid, and Defendant shall not have any further obligation to process or make any Claim Settlement Payment on such invalid Claim. The Administrator shall not receive any incentive for denying claims. If necessary, the Administrator shall reduce the amount each Settlement Class Member receives on a pro rata basis so that the total of all Claim Settlement Payments, together with any Court-approved

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Attorneys' Fees and Expenses, all Notice and Administration Costs, and any Service Award, does not exceed the Settlement Fund.

D. Opt-Out Rights

1. Opt-Out Requirements

The Notice shall include a procedure for Settlement Class Members to opt-out of the Settlement Classes. A Settlement Class Member who wishes to opt-out of the Settlement Classes must do so in writing. To opt-out, a Settlement Class Member must complete and send to Class Counsel (or the Administrator), at the address listed in the Class Notice, a Request for Exclusion that is postmarked no later than the Opt-Out Deadline, as specified in the Class Notice (or as the Court otherwise requires). The Request for Exclusion must: (a) identify the case name; (b) identify the name, address, and telephone number of the Settlement Class Member; (c) identify the cellular telephone number at which the person received a text message from Defendant; (d) be personally signed by the Settlement Class Member requesting exclusion; and (e) contain a statement that indicates a desire to be excluded from the Settlement Class in the Action, such as: "I hereby request that I be excluded from the proposed Settlement Classes."

Any Settlement Class Member who does not opt-out of the Settlement in the manner described herein shall be deemed to be part of the Settlement Class(es), and shall be bound by this Agreement and all subsequent proceedings, orders, and judgments, including the Final Approval Order.

A Settlement Class Member who desires to opt-out must take timely affirmative written action in accordance with this Section, even if the Settlement Class Member desiring to opt-out (a) files or has filed a separate action against any of the Released Parties, or (b) is, or becomes, a putative class member in any other class action filed against any of the Released Parties.

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If, as reported by the Administrator, Requests for Exclusion are received by the Opt-Out Deadline from more than thirty percent (30%) of the Settlement Class Members (regardless of whether notice was actually delivered), Defendant has the option to terminate this Agreement prior to final approval and the case shall go back to its status quo.

2. Opt-Outs Not Bound

Any Settlement Class Member who properly opts out of the Settlement Class(es) shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of the Settlement.

3. List of Requests for Exclusion

At least ten (10) days before the Final Approval Hearing, the Administrator shall provide Class Counsel and Counsel for Defendant with a list of all timely Requests for Exclusion along with copies of such Requests for Exclusion.

4. All Settlement Class Members Bound By Settlement

Except for those Settlement Class Members who timely and properly file a Request for Exclusion, all other Settlement Class Members will be deemed to be Settlement Class Members for all purposes under the Agreement, and upon the Effective Date, will be bound by its terms.

E. Objections

The Notice shall include a procedure for Settlement Class Members to object to the Settlement and/or to Class Counsel's application for Attorneys' Fees and Expenses and/or a Service Award to the Plaintiff. Any Settlement Class Member who does not opt-out of the Settlement may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement.

1. Process

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Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Court and mailed (with the requisite postmark) to the Settlement Administrator, no later than the Objection Deadline.

2. Requirements

The requirements to assert a valid written objection shall be set forth in the Class Notice. To be valid, the written objection must include:

a. the name of the Action;

b. the objector's full name, address, and telephone number;

c. an explanation of the basis on which the objector claims to be a Settlement Class Member;

d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;

e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling on the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;

g. a copy of any orders related to or ruling on counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by the objector's counsel that were issued by the trial and appellate courts in each listed case in which the objector's

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counsel and/or counsel's law firm have objected to a class action settlement within the preceding 5 years;

h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and

l. the objector's signature (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to object to the Settlement in the manner described in the Class Notice and consistent with this Section shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement or the terms of this Agreement by appeal or other means.

3. Appearance

Subject to approval by the Court, any Settlement Class Member who files and serves a written objection in accordance with this Section may appear, in person or by counsel, at the Final Approval Hearing held by the Court, to show cause why the Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Court a notice of intention to appear at the Final Approval Hearing by the Objection Deadline ("Notice of Intention to Appear"); and (b) serves the Notice of Intention to Appear on Class Counsel and Counsel for Defendant by the Objection Deadline.

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The Notice of Intention to Appear must include: (a) the case name and number; (b) the Settlement Class Member's name, address, telephone number, and signature, and, if represented by counsel, their contact information; (c) the telephone number where he or she received a text message from Defendant; and (d) copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in the Class Notice and this Agreement shall not be entitled to appear at the Final Approval Hearing and raise any objections.

4. Discovery From Settlement Class Members Who Object To The Settlement

The Parties shall have the right to take discovery from any person who claims to be a Settlement Class Member who objects to the Settlement without further leave of court. If the person who objects to the Settlement is represented by counsel, the Parties shall also have the right to take discovery from the Settlement Class Member's counsel without further leave of court.

F. Funding & Distribution of the Settlement Fund and Claim Settlement Payment

1. Settlement Fund

As described herein, the Settlement Fund shall be used to provide the exclusive recovery and relief for the Classes. Any part of the Settlement Fund that is not used to provide relief for the Settlement Classes shall remain with Defendant. Any Attorneys' Fees and Expenses, any Service Award, and all Notice and Administrative Costs (up to $10,000) will be paid by Defendant through the Settlement Fund.

2. Funding

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From the Settlement Fund, Defendant, within thirty (30) business days after the Effective Date, shall fund all amounts required by the Administrator for distribution of any Claim Settlement Payments to Settlement Class Members who submit timely and valid Claim Forms.

3. Distribution

The Administrator shall pay any Claim Settlement Payments to Settlement Class Members who submit timely and valid Claim Forms within forty-five (45) days after the Effective Date.

G. Non-Approval of Agreement

This Agreement is conditioned on Final Approval without material modification by the Court. If the Agreement is not so approved, the Parties shall have the right to withdraw from the Agreement and return to the status quo ante as if no Settlement or this Agreement had been negotiated or entered into. Moreover, the Parties shall be deemed to have preserved all of their rights or defenses, and shall not be deemed to have waived any substantive, evidentiary, procedural, or other rights of any kind that they may have as to each other or any Member of the Settlement Classes. If the Agreement is approved without material modification by the Court, but is later reversed or vacated on appeal, each of the Parties shall have a right to withdraw from the Agreement and return to the status quo ante, for all litigation purposes, as if no Agreement had been negotiated or entered into, and shall not be deemed to have waived any substantive, evidentiary, procedural, or rights of any kind that they may have as to each other or any Member of the Settlement Classes.

H. Termination of Agreement

Either Party shall have the right in his or its sole discretion to terminate this Agreement, declare it null and void, and have no further obligations under this Agreement if any of the following conditions occurs: (1) the Court, after the motion for preliminary approval is filed, fails or declines to grant Preliminary Approval in accordance with the terms of the Preliminary

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Approval Order; (2) the Court, after granting Preliminary Approval in accordance with the terms of the Preliminary Approval Order, fails or declines to grant Final Approval in accordance with the terms of the Final Approval Order; (3) an appellate court vacates or reverses the Final Approval Order; (4) the Effective Date does not occur for any reason; or (5) any condition described in this Agreement, including any Exhibits, as a basis for termination or cancellation occurs. The Settlement may be terminated based upon the following conditions by either Class Counsel or Defendant by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 30 days (or such longer time as may be agreed in writing between Class Counsel and Defendant).

In the event of a termination, this Agreement shall be considered null and void; all of Plaintiff's, Class Counsel's, and Defendant's obligations under the Settlement shall cease to be of any force and effect; the amounts in the Settlement Fund shall be returned to Defendant; and the Parties shall return to the status quo ante in this Action as if the Parties had not entered into this Agreement. In addition, in the event of such a termination, all of the Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved.

Additionally, in the event the Settlement is terminated, the Parties agree that, within ten (10) days of such termination, the Parties shall submit a joint stipulation requesting that this Action be dismissed without prejudice. Plaintiff shall re-file the claims asserted in this Action in the United States District Court for the Eastern District of Michigan (the "Federal Refiled Action") within thirty (30) days after the dismissal of this Action. Defendant agrees not to oppose venue or jurisdiction in the Eastern District of Michigan for purposes of the Federal Refiled Action. Defendant further agrees to waive and not assert any statute of limitations, statute of repose, laches, or other time-based defense that would not have been available had the First Action remained

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pending continuously from August 14, 2025 through the filing of the Federal Refiled Action; provided, however, that Defendant reserves all other defenses, rights, and objections in the Federal Refiled Action. To facilitate efficient refiling, Defendant agrees to accept service by waiver in the Federal Refiled Action through counsel of record in this Action.

In the event of a termination, and after payment of any invoices or other fees or expenses mentioned in this Agreement that have been incurred and are due to be paid by Defendant, the Administrator shall return the balance of the Settlement Fund to Defendant within five (5) business days of termination.

In the event the Settlement is terminated, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in the Action or any other action or proceeding for any purpose. In such event, all Parties to this Action shall stand in the same position as if the Agreement had not been negotiated, made, or filed with the Court.

I. Retention of Records

The Administrator shall retain all records relating to payment of claims under this Agreement for a period of five (5) years from the Effective Date. Those records shall be maintained in accordance with this Agreement as Confidential Information.

IV. EXCLUSIVE REMEDY/DISMISSAL OF CLAIMS/JURISDICTION

A. Exclusive Remedy; Permanent Injunction

Upon issuance of the Final Approval Order: (i) the Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out) in accordance with the terms and provisions hereof; (ii) the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s); (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from asserting any Released Claims in any action or from filing, commencing,

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prosecuting, intervening in, or participating in (as class members or otherwise) any action based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (iv) Settlement Class Members who have not opted out shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

B. Dismissal of Claims

The Parties agree that within 45 days of the Effective Date, the Action shall be dismissed with prejudice in accordance with the Final Approval Order and judgment shall be entered.

V. RELEASES

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Class Representative, the Settlement Classes, and each Settlement Class Member from all Released Claims. The Settlement Classes and each Settlement Class Member covenant and agree that they shall not hereafter seek to establish liability against any of the Released Parties based, in whole or in part, on any of the Released Claims. The Class Representative, the Settlement Classes, and each Settlement Class Member expressly waive and relinquish any and all rights which they may have under Section 1542 of the California Civil Code or any similar statute of the United States. Section 1542 reads as follows:

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

The Class Representative, the Settlement Classes, and each Settlement Class Member may hereafter discover facts in addition to or different from those which they now know or believe to

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be true with respect to the subject matter of the Released Claims, but the Class Representative, the Settlement Classes, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order shall have, nevertheless, fully, finally, and forever waived, settled, and released any and all Released Claims, regardless of such subsequent discovery of additional or different facts. The provisions of the Release shall apply according to their terms, regardless of the provisions of Section 1542 or any equivalent, similar, or comparable present or future law or principle of law in any jurisdiction. Each Settlement Class Member waives any and all defenses, rights, and benefits that may be derived from the provision of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the Release contained in this Agreement.

Upon the Effective Date of this Agreement, the Released Parties shall be released and forever discharged by the Plaintiff for any and all claims that he may have against any of the Released Parties. The Parties and each Settlement Class Member agree that amounts to be paid under this Agreement to each Settlement Class Member represent the satisfaction of that Settlement Class Member's claims for Released Claims. No portion of the Settlement represents the payment of punitive or exemplary damages. Nonetheless, in consideration for the satisfaction of each Settlement Class Member's claim for compensatory damages, claims for punitive or exemplary damages arising from or relating to the Released Claims shall be released.

Upon issuance of the Final Approval Order, the Plaintiff, and all Settlement Class Members shall be permanently barred and enjoined from: (a) asserting any Released Claims in any action or proceeding or from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action or proceeding based on any of the Released Claims; and (b) organizing Settlement Class Members, or soliciting the participation of Settlement Class Members,

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for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on any of the Released Claims. Nothing in this Agreement shall preclude any action to enforce the terms of the Agreement.

This Agreement and the Releases herein do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement.

VI. COVENANTS, REPRESENTATIONS, AND WARRANTIES

Plaintiff and the Settlement Class Members covenant and agree: (a) not to assert any of the Released Claims in any action or proceeding, or otherwise take any step whatsoever to assert, file on, commence, prosecute, intervene in, demand, arbitrate, or enforce or participate in (as class members or otherwise) any action or proceeding based on any of the Released Claims against any of the Released Parties; (b) not to organize or solicit the participation of Settlement Class Members in a separate class for purposes of pursuing any action or proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending or future action or proceeding) based on or relating to any of the Released Claims or the facts and circumstances relating thereto against the Released Parties; and (c) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

Plaintiff represents and warrants that: (a) he is the sole and exclusive owner of his own Released Claims; (b) that he has not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Parties; (c) that he will not assign or otherwise transfer any interest in any of the Released Claims; and (d) that he has no surviving claim or cause of action against any of the Released Parties that is not being released by this Agreement.

VII. MISCELLANEOUS PROVISIONS

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A. Receipt of Advice of Counsel

Each Party acknowledges, agrees, and specifically warrants that he, she, or it has fully read this Agreement and the Release, received independent legal advice with respect to the advisability of entering into this Agreement and the Release and the legal effects of this Agreement and the Release, and fully understands the effect of this Agreement and the Release.

B. Cooperation to Facilitate this Settlement

The Parties agree that they shall work together in good faith to facilitate this Agreement, as well as undertake any required steps to effectuate the purposes and intent of this Agreement.

C. Representation by Counsel

The Parties represent and warrant that they have been represented by, and have consulted with, the counsel of their choice regarding the provisions, obligations, rights, risks, and legal effects of this Agreement and have been given the opportunity to review independently this Agreement with such legal counsel and agree to the particular language of the provisions herein.

D. No Admission of Liability

Defendant continues to dispute its liability for the claims alleged in the Action, and maintains that it complied, at all times, with the applicable law and regulations. Defendant has entered into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action. Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed as an admission by any person or entity, of any liability or wrongdoing of any Party, or of the truth of any allegations made by the Class Representative, on behalf of himself or the Settlement Classes, against Defendant. Defendant expressly denies and disclaims any liability or wrongdoing. The existence, contents, and terms of this Agreement, and any negotiations, statements, or proceedings in connection therewith, shall

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not be admissible as evidence for any purpose in any proceeding, except solely for purposes of enforcement of the Agreement's terms; however, this Agreement may be used by either Party and pleaded as a full and complete defense to any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted with respect to any of the Released Claims, and may be filed, offered, and received into evidence, and otherwise used for such defense.

E. Contractual Agreement

The Parties understand and agree that all terms of this Agreement are contractual and are not a mere recital, and each signatory warrants that he or she is competent and possesses the full and complete authority to execute and covenant to this Agreement on behalf of the Party that he or she represents.

F. Change of Time Periods

The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by written agreement of Class Counsel and Counsel for Defendant, without notice to Settlement Class Members. The Parties reserve the right, by agreement and subject to Court approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

G. Integration

This Agreement constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. This Agreement supersedes all prior representations, agreements, understandings, both written and oral, among the Parties, or any of them, with respect to the subject matter of this Agreement. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein, and no Party is relying on any prior oral or written representations, agreements, understandings, or undertakings with respect to the subject matter of this Agreement.

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H. Drafting

The Parties agree that no single Party shall be deemed to have drafted this Agreement, or any portion thereof, for purpose of the invocation of the doctrine of *contra proferentem*. This Agreement is a collaborative effort of the Parties and their respective attorneys.

I. Costs

Except as otherwise provided herein, each Party shall bear its own legal and other costs incurred in connection with the Released Claims, including the preparation and performance of this Agreement.

J. Modification or Amendment

This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by the Parties who executed this Agreement or their successors-in-interest.

K. No Waiver

The failure of a Party hereto to insist upon strict performance of any provision of this Agreement shall not be deemed a waiver of such Party's rights or remedies or a waiver by such Party of any default by another Party in the performance or compliance of any of the terms of this Agreement. In addition, the waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

L. Severability

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision hereunder; provided, however, that the terms of this Section shall not apply should any

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court or tribunal find any part, term, or provision of the release to be illegal or invalid in any manner.

M. No Violation of Law or Agreement

The execution, delivery, and performance of this Agreement by the Parties hereto does not and will not, conflict with, violate, result in a breach of, or cause a default under, (a) any applicable provision of any federal, state, or local law or regulation, (b) any provision of any order, arbitration award, judgment, or decree, or (c) any provision of any agreement or instrument applicable to the Parties.

N. Successors

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties hereto.

O. Choice of Law

All terms and conditions of this Agreement shall be governed by and interpreted according to the laws of the State of Florida, without reference to its conflict of law provisions. The adequacy of the settlement, any determination regarding Attorneys' Fees and Expenses, and any Service Award shall be governed by Florida law.

P. Fair and Reasonable

The Parties and their counsel believe that this Agreement is a fair and reasonable compromise of the disputed claims, it is in the best interests of the Parties, and have arrived at this Agreement as a result of extensive arm's-length negotiations.

Q. Headings

All headings contained herein are for informational purposes only and do not constitute a substantive part of this Agreement. In the event of a dispute concerning the terms and conditions of this Agreement, the headings shall be disregarded.

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R. Exhibits

The Exhibits to this Agreement are expressly incorporated and made part of the terms and conditions set forth herein.

S. Counterparts

This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves original signed counterparts.

T. Facsimile and Electronic Mail

Transmission of a signed Agreement by facsimile or electronic mail shall constitute receipt of an original signed Agreement by mail.

U. Warranty of Signature

Each signer of this Agreement represents and warrants that he or she is authorized to execute this Agreement in his or her official capacity on behalf of the Party to this Agreement for which he or she is signing and that this Agreement is binding on the principal represented by that signatory.

V. No Assignment

Each Party represents and warrants that such Party has not assigned or otherwise transferred (via subrogation or otherwise) any right, title, or interest in or to any claims, causes of action, or demands which were or could have been, or ever could be asserted against any Party and that are released in this Agreement, or which were, could have been, or ever could be asserted against any Party. Any Party that breaches the representations and warranties set forth in this Section shall indemnify and hold harmless each other Party, its parents, subsidiaries, and affiliates, and their respective owners, agents, attorneys, successors, heirs, assigns, administrators, officers, directors, employees, and all other persons acting in concert with them from any and every claim

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or demand of every kind or character arising out of a breach by any such breaching Party of its representations and warranties in this Section.

W. Confidentiality; Communications to Media and Public

The Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any Party until the Agreement is filed in connection with the Preliminary Approval Application.

The Parties also agree that before the entry of Final Approval of the Settlement, they shall not publish a press release or a release on the Internet concerning the Settlement without the prior written review and approval of Defendant.

For the avoidance of any doubt, nothing in this Agreement prevents the Parties from making any disclosures required to effectuate this Agreement or from making any disclosures required by law.

X. **Obligation to Meet and Confer**. Before filing any motion with the Court raising a dispute arising out of or relating to this Agreement, the Parties shall consult each other and certify to the Court that they have consulted.

Y. **Jurisdiction.** Unless the Agreement is terminated for the reasons described above, the Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation and enforcement of the Agreement and shall retain jurisdiction for the purpose of enforcing all terms of the Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice program and the Administrator. As part of their respective

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agreements to render services in connection with this Settlement, the Administrator shall consent to the jurisdiction of the Court for this purpose.

Z. **Obligation to Return or Destroy Discovery Materials**. Class Counsel will return or destroy all copies of all discovery materials obtained in this Action from Defendant or third parties within sixty (60) days after the Effective Date.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by himself or by their duly authorized representatives:

Dated: 07/22/26 By: Ekim Kaya (Jul 22, 2026 16:27:16 EDT)

EKIM KAYA

Dated: 07/22/26 By: Christopher Berman (Jul 22, 2026 16:29:36 EDT)

Counsel for Plaintiff and the Settlement Classes

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SEE INC. D/B/A SEEEYEWEAR

Dated: 7/28/2026

By: Signed by: Tiffany Smith DE2494FEE6A041A...

Name: Tiffany Smith

Title: CFO

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Exhibit 1

<< Mail ID>>

See Inc. d/b/a SeeEyeWear

CLAIM FORM

Case No. 2026-008574-CA-01

Return this Claim Form to: Administrator, PO Box xxxx, City, State xxxxx- xxxx. Questions, visit www.seeeyeweartcpasettlement.com or call **1-xxx-xxx-xxxx**.

DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED BY [INSERT DATE 15 DAYS AFTER FINAL APPROVAL HEARING], BE FULLY COMPLETED, SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

YOU MUST SUBMIT THIS CLAIM FORM TO RECEIVE A SETTLEMENT PAYMENT.

Please note that this Claim Form may be researched and verified by the Administrator.

YOUR CONTACT INFORMATION

Name: _____ _____ _____
(First) (Middle) (Last)

Current Address: _____

(City) (State) (ZIP Code)

Provide the telephone number(s) at which you received text message(s) from SeeEyeWear. If you received text messages at more than one phone number, list all such numbers you used. You may leave unused lines blank. The Administrator will verify any qualifying messages to the phone numbers listed below.

Telephone Number (required): (_____) _____ - _____

Telephone Number (if applicable): (_____) _____ - _____

Telephone Number (if applicable): (_____) _____ - _____

Email address (if any):

Current Phone Number: (_____)_____–_____ **or** ☐ check if same as above
(Please provide a phone number where you can be reached if further information is required.)

Claim ID:_____

Settlement Class Member Verification

By submitting this Claim Form, I attest under penalty of perjury that I am the current or former subscriber or authorized user for the telephone number(s) listed in this Claim Form, and that I received more than one text message from SeeEyeWear, at the telephone number(s) listed above, after opting out of text communications or while my number was listed on the Do Not Call Registry. I further attest that the information provided herein is true and correct under penalty of perjury.

****

Additional information regarding the Settlement can be found at visit www.seeeyeweartcpasettlement.com

Signature:_____ Date: _____

Print Name:_____

If you have questions, you may call the Administrator at 1-xxx-xxx-xxxx.

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Exhibit 2

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If, from August 14, 2021 through August 14, 2025, You Received More than One Text Message from SeeEyeWear, After Opting Out or While Your Number Was Listed on the National Do Not Call Registry ("DNC") For at Least 30 Days, You May Be Entitled to a Payment from a Class Action Settlement

A Settlement has been reached in a class action lawsuit (the "Settlement") alleging that See Inc. d/b/a SeeEyeWear, ("SeeEyeWear") texted the cell phones of Settlement Class Members more than once within a 12-month period concerning SeeEyeWear's products and services after they opted out of such solicitations or while their telephone numbers were listed on the DNC in violation of the Telephone Consumer Protection Act ("TCPA") and/or Florida Telephone Solicitation Act ("FTSA"). SeeEyeWear denies that it violated any laws or that it did anything wrong. The Court has not decided who is right.

Who's Included? There are two classes: the Do Not Call Registry Class and the National Internal Do Not Call Class (collectively, the "Settlement Classes"). They include the following Settlement Class Members:

> **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; and (4) for the purpose of selling Defendant's products and services.
>
> **TCPA "STOP" 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; (2) regarding Defendant's goods or services, to said person's cellular telephone number after said person opted out of Defendant's text messages.

What Are the Settlement Terms? SeeEyeWear has agreed to fund payments to Settlement Class Members who submit a valid Claim Form, as well as notice and administration costs of the Settlement, any attorneys' fees and expenses awarded by the Court, and any service award approved for the named Plaintiff. Each Settlement Class Member who submits a timely, valid, correct and verified Claim Form by the Claim Deadline in the manner required by the Settlement Agreement, making all the required affirmations and representations, will receive a payment of **up to $290.00 per text messages received by each Settlement Class Member**. If necessary, the per-person payment amount of $290.00 will be uniformly reduced on a pro rata basis (meaning a uniform per-message reduction applied equally to all Settlement Class Members) so that the total of all payments, together with any Court-approved Attorneys' Fees and Expenses, notice and administration costs, and any service award to the named Plaintiff, does not exceed the Settlement Fund. Settlement Class Members may only submit one Claim Form to receive payment.

How Do I Submit a Claim Form? To be paid, you must submit a Claim Form by the deadline stated below. You may download a Claim Form at the Settlement Website, www.see eyeweartcpasettlement.com, request a Claim Form by calling the Settlement Administrator at the toll-free number below, or if you received this Notice by mail, a pre-postmarked Claim Form has

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been attached herein. To be valid, a Claim Form must be completed fully and accurately, signed under penalty of perjury, and submitted timely. You may submit a Claim Form by U.S. mail, file a Claim Form online, or email your completed Claim form to EMAIL ADDRESS. If you send in a Claim Form by U.S. mail, it must be postmarked by **[INSERT DATE 15 DAYS AFTER FINAL APPROVAL HEARING]**. Claim Forms submitted online must be submitted by 11:59 p.m. EST on **[INSERT DATE 15 DAYS AFTER FINAL APPROVAL HEARING]**.

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by [**INSERT DATE 30 DAYS PRIOR TO FINAL APPROVAL HEARING]**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. You may object to the Settlement by [**INSERT DATE 30 DAYS PRIOR TO FINAL APPROVAL HEARING]**. The Long Form Notice available on the Settlement Website explains how to exclude yourself or object. The Court will hold a Final Approval Hearing on **xxxxxxxxxx** to consider whether to approve the Settlement, a request for attorneys' fees of up to 30% of the Settlement Fund, and a service award of $5,000.00 to the named Plaintiff. You may appear at the hearing, either yourself or through an attorney you hire, but you don't have to. For more information, call or visit the Settlement Website. www.seeeyeweartcpasettlement.com **or 1- xxx-xxx-xxxx.**

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Exhibit 3

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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Case No.: 2026-008574-CA-01

EKIM KAYA, individually and on behalf of all others similarly situated,

CLASS ACTION

Plaintiff,

vs.

SEE INC. D/B/A SEEEYEWEAR,

Defendant.
_____/

[PROPOSED] AGREED ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

On _____, 2026, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement and Release between Plaintiff Ekim Kaya ("Plaintiff"), on behalf of themselves and all members of the Settlement Classes, and Defendant SEE INC. D/B/A SEEEYEWEAR ("Defendant") (collectively, the "Parties"). The Court also provisionally certified the Settlement Classes for settlement purposes, approved the procedure for giving Class Notice to the members of the Settlement Classes, and set a Final Approval Hearing to take place on _____.

On _____, the Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Plaintiff's Complaint on the merits and with prejudice in favor of Defendant and against all persons or entities who are Settlement Class Members herein who have not requested exclusion from the Settlement Classes;

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and (3) whether and in what amount to award counsel for the Settlement Class as Attorneys' Fees and Expenses and whether and in what amount to award Service Award to Plaintiff.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

I. JURISDICTION OF THE COURT

1. The Court has personal jurisdiction over the parties and the Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto, and to enter this Final Approval Order. Without in any way affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Approval Order, and for any other necessary purpose.

2. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties had engaged in a mediation and extensive settlement discussions and after the exchange and analysis of extensive information, including but not limited to information about the size and scope of the Settlement Classes. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

3. The Court finds that the prerequisites for a class action under Fla. R. Civ. P. 1.220 have been satisfied for settlement purposes for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Classes; (c) the claims of Plaintiff are typical of the claims of the Settlement Classes he seeks to represent; (d)

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Plaintiff as class Representative have and will continue to fairly and adequately represent the interests of the Settlement Classes for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Classes are ascertainable; and (g) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

II. CERTIFICATION OF SETTLEMENT CLASS

4. Pursuant to Fla. R. Civ. P. 1.220, this Court hereby finally certifies the Settlement Classes, as identified in the Settlement Agreement:

> **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; and (4) for the purpose of selling Defendant's products and services.
>
> **TCPA "STOP" 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; (2) regarding Defendant's goods or services, to said person's cellular telephone number after said person opted out of Defendant's text messages.

The Settlement Classes exclude the following: (1) the judge (including their staff) presiding over this case; (2) the United States District Judges and United States Magistrate Judges (including their staff) who have presided over *Ekim Kaya v. See Inc. d/b/a Seeeyewear*, in the United States District Court for the Eastern District of Michigan, Case Number 2:25-cv-12541-TGB-APP; (3) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (4) any of the Released Parties; (5) the immediate family of any such Released Parties; (6) any Settlement Class Member who has

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timely opted out of this proceeding; and (7) Plaintiff's Counsel, their employees, and their immediate family.

III. APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

5. The Court finally appoints Christopher Berman of Shamis & Gentile, P.A. and Scott Edelsberg of Edelsberg Law, P.A. as Class Counsel for the Settlement Classes.

6. The Court finally designates Plaintiff as the Representative of the Settlement Classes.

IV. NOTICE AND CLAIMS PROCESS

7. Consistent with the provisions of Fla. R. Civ. P. 1.220(d)(2), the Court makes the following findings on notice to the Settlement Classes:

(a) The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the most practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) informed Settlement Class Members the Final Approval Order will include all Settlement Class Members who do not request exclusion and that any Settlement Class Member who does not request exclusion may make a separate appearance within the time specified in the Class Notice, (iv) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (v) complied fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable law.

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(b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable laws.

(c) The Court further finds that the procedures and deadlines for submitting Requests for Exclusion and objections, as set forth in the Settlement Agreement and Preliminary Approval Order, were duly followed. The Court has considered all timely and valid objections (if any).

V. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

8. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

VI. ADMINISTRATION OF THE SETTLEMENT

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. After the Effective Date, the Administrator is directed to provide Claim Settlement Payments to those Settlement Class Members who submit valid, timely, and complete Claims in the time and manner set forth in the Settlement Agreement.

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10. The Court hereby approves Class Counsel's request for attorney fees, costs, and expenses, and awards Class Counsel $82,500.00 as reasonable Attorneys' Fees and Expenses, inclusive of the award of reasonable costs incurred in this Action. The Court finds that the requested fees are reasonable under the percentage of the Settlement fund for the reasons set forth herein. The award of Attorneys' Fees and Expenses to Class Counsel shall be paid from the Settlement fund within the time period and manner set forth in the Settlement Agreement.

11. The Court hereby awards Class Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining Defendant's agreement to make significant funds available to Settlement Class Members, subject to submission of valid claims by eligible Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Classes' claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendant's possible legal defenses and its experienced and capable counsel; (e) Class Counsel have standard contingent fee agreements with Plaintiff, who has reviewed the Settlement Agreement and been informed of Class Counsel's fee request and has approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, Class Counsel filed and posted their Petition in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and ____ Settlement Class Member(s) objected.

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12. The Court awards a Service Award in the amount of $5,000.00 to the named Plaintiff payable pursuant to the terms of the Settlement Agreement.

VII. RELEASE OF CLAIMS

13. Upon entry of this Final Approval Order, all members of the Classes who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged Defendant and the Released Parties from the Released Claims as set forth in the Settlement Agreement.

14. Furthermore, all members of the Classes who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action or that could have been brought in the Action and/or as a result of or in addition to those provided by the Settlement Agreement.

15. The terms of the Settlement Agreement and of this Final Approval Order, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in all pending and future lawsuits maintained by Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

16. The Releases, which are set forth in the Settlement Agreement and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date

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of this Final Approval Order; and the Released Parties (as that term is defined below and in the Settlement Agreement) are forever released, relinquished, and discharged by the Releasing Parties (as that term is defined below and in the Settlement Agreement) from all Released Claims (as that term is defined below and in the Settlement Agreement).

(a) The Settlement Agreement and Releases do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements of the Settlement Agreement.

(b) The administration and consummation of the Settlement as embodied in the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

(c) The Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out), and the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s).

(d) The Releases shall not preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein and in the Settlement Agreement are not intended to include the release of any rights or duties of the Settling Parties arising out of the Settlement Agreement, including the express warranties and covenants contained therein.

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17. Plaintiff and all Settlement Class Members who did not timely exclude themselves from the Settlement Class are, from this day forward, hereby permanently barred and enjoined from directly or indirectly: (i) asserting any Released Claims in any action or proceeding; (ii) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit based on or relating to any the Released Claims or the facts and circumstances relating thereto; or (iii) organizing any Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims.

VIII. NO ADMISSION OF LIABILITY

18. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Approval Order, nor any of its terms and provisions, shall be:

(a) offered by any person or received against Defendant or any Released Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Defendant of the truth of the facts alleged by any person, the validity of any claim that has been or could have been asserted in the Action or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by Defendant or any Released Party;

(b) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission of any fault or violation of any law by Defendant or any Released Party; or

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(c) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

IX. OTHER PROVISIONS

19. This Final Approval Order and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Party (as that term is defined herein and the Settlement Agreement) to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

21. In the event that the Effective Date does not occur, this Final Approval Order shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and released delivered in connection herewith shall be null and void. In the event that the Effective Date does not occur, the Settlement Agreement shall become null and void and be of no further force and effect, neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever, and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose, and with respect to any claims or allegations in this Action.

22. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiff and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein. Finding that

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there is no just reason for delay, the Court orders that this Final Approval Order shall constitute a final judgment.

DONE and **ORDERED** at Miami, Florida, this ____ day of _____, 2026.

_____
HONORABLE JUDGE REEMBERTO DIAZ
CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

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Exhibit 4

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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
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 See Eyewear, 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.

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YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT A CLAIM FORM BY DATE[INSERT DATE 15 DAYS AFTER FINAL APPROVAL HEARING]	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 DATE[INSERT DATE 30 DAYS PRIOR TO FINAL APPROVAL HEARING]	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 DATE[INSERT DATE 30 DAYS PRIOR TO FINAL APPROVAL HEARING]	Write to the Court explaining why you do not like the Settlement.
ATTEND A HEARING ON DATE	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.

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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-XXX-XXX-XXXX or visit www.see eyeweartcpasettlement.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

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To qualify for payment, you must submit a valid Claim Form by **[INSERT DATE 15 DAYS AFTER FINAL APPROVAL HEARING]**. 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-XXX-XXX-XXXX. 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 **[INSERT DATE 15 DAYS AFTER FINAL APPROVAL HEARING]**.

The Court will hold a hearing on [**INSERT DATE OF FINAL APPROVAL HEARING**] 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 **[INSERT DATE 30 DAYS PRIOR TO FINAL APPROVAL HEARING DATE]** to the address below:

SeeEyeWear TCPA Settlement
Exclusion Requests
P.O. Box XXXX
CITY, STATE 97xxx-xxxx

Docusign Envelope ID: D4385A67-4CE1-8E4E-8104-9F6D933DA9CF

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.

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You must file the objection with the Court no later than **[INSERT DATE 30 DAYS PRIOR TO FINAL APPROVAL HEARING].**

Ekim Kaya v. See Inc. d/b/a SeeEyeWear,
Case No. 2026-008574-CA-01
[INSERT COURT MAILING INFORMATION]

Also, you must send your objection to the Administrator **postmarked** no later than **INSERT DATE 30 DAYS PRIOR TO FINAL APPROVAL HEARING**, at:

SeeEyeWear TCPA Settlement
P.O. Box XXXX
City, State xxxxx-xxxx

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 X:00 x.m. on Month XX, XXXX, before the Honorable Reemberto Diaz of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, via [insert videoconference information or courtroom information]. 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.

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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-XXX-XXX-XXXX toll free; write to SeeEyeWear TCPA Settlement, P.O. Box XXXX, City, State Zip Code; 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.

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Exhibit 5

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SeeEyeWear TCPA Settlement
Settlement Administrator
P.O. Box xxxx
CITY, STATE 97xxx-xxxx

Court Ordered Legal Notice

PIN: <<PIN>>

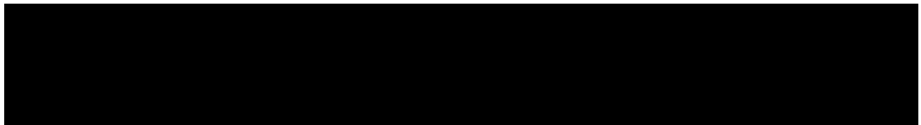
You were identified as someone who is associated with <<Phone Number>>, a number that may have been texted on more than one occasion by SeeEyeWear between August 14, 2021 - August 14, 2025, regarding its products and services after you opted out of receiving text messages, or if your number was on the DNC Registry for at least 30 days. If this is your phone number, then you may be a member of the Settlement Class(es).

Unique ID: <<UniqueID>>

Docusign Envelope ID: D4385A67-4CE1-8E4E-8104-9F6D933DA9CF

<<MAIL ID>>
<<NAME 1>>
<<NAME 2>>
<<ADDRESS LINE 1>>

<<ADDRESS LINE 2>>
<<ADDRESS LINE 3>>
<<ADDRESS LINE 4>>
<<ADDRESS LINE 5>>
<<CITY, STATE ZIP>>
<<COUNTRY>>



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Unique ID: <<UniqueID>>

PROOF OF CLAIM FORM

In re: ***Ekim Kaya v. See Inc. d/b/a SeeEyeWear*** Case No. 2026-008574-CA-01

You may file a Claim Form online at www.seeeyeweartcpasettlement.com or by mailing this form. Your Claim Form **must** be submitted online, by email, or **postmarked** by **Month DD, 20YY**, to receive a payment.

First Name: MI: Last Name:

Address:

City: State: Zip Code:

Email Address:

Current Phone Number

- -

By signing below, I certify under penalty of perjury I am the current or former subscriber/user of <<Phone Number>>, and I received more than one marketing text message to my phone number from SeeEyeWear after I

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opted out of receiving text messages, or my number was on the DNC Registry for at least 30 days when I received a text message from SeeEyeWear. I further certify under penalty of perjury that this information is true to the best of my knowledge and that I am not submitting multiple claim forms.

Signature: _____ Date (MM/DD/YY): _____

<<MailID>>

A proposed settlement (the "Settlement") has been reached in a class action lawsuit, *Ekim Kaya v. See Inc. d/b/a SeeEyeWear*, Case No. 2026-008574-CA-01

The lawsuit alleges that SeeEyeWear texted cell phones of Settlement Class Members more than once regarding its products and services after they opted out of receiving text messages from SeeEyeWear or while their numbers were listed on the DNC Registry, in violation of the Telephone Consumer Protection Act ("TCPA"). SeeEyeWear denies that it violated any laws or that it did anything wrong. The Court has not decided who is right.

Who is included in the 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.

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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.

How much money can I get? If the Court approves the Settlement, each Settlement Class Member who submits a valid Claim Form by **Month DD, 20YY**, will receive up to $290 per text message received by each Settlement Class Member. If necessary, 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 fees, costs, awards, does not exceed the Settlement Fund. You **must** file a claim at www.seeeyeweartcpasettlement.com or return the attached Claim Form **postmarked** by **Month DD, 20YY**, to receive a payment.

When will the Settlement be finally approved? The Court will hold a Final Approval Hearing on **Month DD, 20YY**, to consider whether to approve (1) the proposed Settlement as fair, reasonable, and adequate; (2) Class Counsel's request of 30% of the Settlement Fund for Attorneys' Fees and Expenses; and (3) a $5,000.00 service award to the Plaintiff. The Court will also hear any timely filed objections to the Settlement.

What are my legal rights? If you do not want to be legally bound by the Settlement, you may "opt out" (exclude yourself) from the Settlement. If you opt out, you will not receive a payment and you will not be bound by the settlement. To exclude yourself, you must mail your request for exclusion **postmarked** by **Month DD, 20YY**. You may also object to the Settlement by filing an objection with the Court by **Month DD, 20YY**.

This Notice is a summary. Learn more about settlement at www.seeeyeweartcpasettlement.com or call 1-xxx-xxx-xxxx.

PLACE
STAMP
HERE

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SEE EYEWEAR TCPA SETTLEMENT

ADMINISTRATOR
P.O. BOX XXXX
CITY, STATE 97XXX-XXXX



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Exhibit 6

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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Case No.: 2026-008574-CA-01

EKIM KAYA, individually and on behalf of all others similarly situated,

CLASS ACTION

Plaintiff,

vs.

SEE INC. D/B/A SEEEYEWEAR,

Defendant.
_____/

[PROPOSED] AGREED ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT AND CERTIFYING THE SETTLEMENT CLASSES

Plaintiff, Ekim Kaya ("Plaintiff"), and SEE INC. D/B/A SEEEYEWEAR, ("Defendant") (collectively the "Parties") have agreed to settle this Action pursuant to the terms and conditions set forth in an executed Settlement Agreement and Release [herein referred to as the "Settlement Agreement" or "Settlement"], attached hereto as **Exhibit A**. The Parties reached the Settlement through arm's-length negotiations with the help of experienced mediator, Rodney Max of Upchurch Watson White & Max Mediation Group. Under the Settlement, subject to the terms and conditions therein and subject to Court approval, Plaintiff and the proposed Settlement Classes will fully, finally, and forever resolve, discharge, and release their claims.

The Settlement has been filed with the Court, and Plaintiff and Class Counsel have filed an Unopposed Motion for Preliminary Approval of Class Settlement. Upon considering the Motion, the Settlement and all exhibits thereto, the record in these proceedings, the representations and recommendations of counsel, and the requirements of law, the Court finds that: (1) this Court

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has jurisdiction over the subject matter and the Parties to this Action; (2) the proposed Settlement Classes meet the requirements of Florida Rule of Civil Procedure 1.220 and should be certified for settlement purposes only; (3) the persons and entities identified below should be appointed Class Representatives and Class Counsel; (4) the Settlement is the result of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel, and is not the result of collusion; (5) the Settlement is within the range of reasonableness and should be preliminarily approved; (6) the proposed Notice program and proposed forms of Notice satisfy Florida Rule of Civil Procedure 1.220 and constitutional due process requirements, and are reasonably calculated under the circumstances to apprise the Settlement Classes of the pendency of the Action, class certification, the terms of the Settlement, Class Counsels' application for an award of Attorneys' Fees and Expenses ("Fee Application") and request for Service Awards for Plaintiff, and their rights to opt-out of the Settlement Classes or object to the Settlement, Class Counsels' Fee Application, and/or the request for Service Awards for Plaintiff; (7) good cause exists to schedule and conduct a Final Approval Hearing, to assist the Court in determining whether to grant Final Approval of the Settlement and enter the Final Approval Order, and whether to grant Class Counsels' Fee Application and request for Service Awards for Plaintiff; and (8) the other related matters pertinent to the Preliminary Approval of the Settlement should also be approved.

Based on the foregoing, **IT IS HEREBY ORDERED AND ADJUDGED** as follows:

1. As used in this Preliminary Approval Order, unless otherwise noted, capitalized terms shall have the definitions and meanings accorded to them in the Settlement.

2. The Court has jurisdiction over the subject matter and Parties to this proceeding pursuant to Florida Rule of Civil Procedure 1.220 and Fla. Stat. § 26.012(2).

3. Venue is proper in this Court.

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Provisional Class Certification and Appointment of Class Representatives and Class Counsel

4. Florida Rule of Civil Procedure 1.220 ("Class Actions") is patterned after Rule 23 of the Federal Rules of Civil Procedure; consequently, Florida courts consider case law interpreting Rule 23 as persuasive. *Broin v. Philip Morris Co*. 641 So. 2d 888, n.1 (Fla. 3d DCA 1994). It is well established that "[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue." *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (internal quotation marks omitted). In deciding whether to provisionally certify a settlement class, a court must consider the same factors that it would consider in connection with a proposed litigation class – *i.e.*, all Rule 23(a) factors and at least one subsection of Rule 23(b) must be satisfied – except that the Court need not consider the manageability of a potential trial, since the settlement, if approved, would obviate the need for a trial. *Id.*; *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

5. The Court finds, for settlement purposes, that the Florida Rule of Civil Procedure 1.220 factors are present and that certification of the proposed Settlement Classes is appropriate under Rule 1.220. The Court therefore provisionally certifies 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; and (4) for the purpose of selling Defendant's products and services.
>
> **TCPA "STOP" 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; (2) regarding Defendant's goods or services, to said person's cellular telephone number after said person opted out of Defendant's text messages.

The Settlement Classes exclude the following: (1) the judge (including their staff) presiding over this case; (2) the United States District Judges and United States Magistrate Judges (including their

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staff) who have presided over *Ekim Kaya v. See Inc. d/b/a Seeeyewear*, in the United States District Court for the Eastern District of Michigan, Case Number 2:25-cv-12541-TGB-APP; (3) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (4) any of the Released Parties; (5) the immediate family of any such Released Parties; (6) any Settlement Class Member who has timely opted out of this proceeding; and (7) Plaintiff's Counsel, their employees, and their immediate family.

6. Specifically, the Court finds, for settlement purposes and conditioned on final certification of the proposed class and on the entry of the Final Approval Order, that the Settlement Class satisfies the following factors of Florida Rule of Civil Procedure 1.220:

(a) Numerosity: In the Action, approximately 227 individuals are members of the two proposed Settlement Classes. The proposed Settlement Classes are thus so numerous that joinder of all members is impracticable.

(b) Commonality: "[C]ommonality requires the Plaintiff to demonstrate that the class members 'have suffered the same injury,'" and the Plaintiff's common contention "must be of such a nature that it is capable of classwide resolution—which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke. *Wal-Mart Stores, Inc. v. Dukes*, 131 S. Ct. 2541, 2551 (2011) (citation omitted). Here, the commonality requirement is satisfied. Multiple questions of law and fact centering on Defendant's class-wide practices are common to the Plaintiff and the Settlement Classes, are alleged to have injured all members of the Settlement Classes in the same way, and would generate common answers central to the viability of the claims were this case to proceed to trial.

(c) Typicality: The Plaintiff's claims are typical of the Settlement Classes

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because they concern the same alleged Defendant's practices, arise from the same legal theories, and allege the same types of harm and entitlement to relief. Rule 23(a)(3) is therefore satisfied. *See Kornberg v. Carnival Cruise Lines, Inc.*, 741 F.2d 1332, 1337 (11th Cir. 1984) (typicality satisfied where claims "arise from the same event or pattern or practice and are based on the same legal theory"); *Murray v. Auslander*, 244 F.3d 807, 811 (11th Cir. 2001) (named Plaintiff are typical of the class where they "possess the same interest and suffer the same injury as the class members").

(d) Adequacy: Adequacy under Rule 1.220 relates to: (1) whether the proposed class representative has interests antagonistic to the class; and (2) whether the proposed class counsel has the competence to undertake the litigation at issue. *See Fabricant v. Sears Roebuck*, 202 F.R.D. 310, 314 (S.D. Fla. 2001). Here, adequacy is satisfied because there are no conflicts of interest between the Plaintiff and the Settlement Classes, and Plaintiff has retained competent counsel to represent him and the Settlement Classes. Class Counsel regularly engages in consumer class litigation, complex litigation, and other litigation similar to this Action, and have dedicated substantial resources to the prosecution of the Action. Moreover, the Plaintiff and Class Counsel have vigorously and competently represented the Settlement Classes in the Action. *See Lyons v. Georgia-Pacific Corp. Salaried Employees Rel. Plan*, 221 F.3d 1235, 1253 (11th Cir. 2000).

(e) Predominance and Superiority: Rule 1.220 is satisfied because the common legal and alleged factual issues here predominate over individualized issues, and resolution of the common issues for the members of the Settlement Classes in a single, coordinated proceeding is superior to one-hundred or more individual lawsuits addressing the same legal and factual issues. With respect to predominance, Rule 23(b)(3) requires that

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"[c]ommon issues of fact and law . . . ha[ve] a direct impact on every class member's effort to establish liability that is more substantial than the impact of individualized issues in resolving the claim or claims of each class member." *Sacred Heart Health Sys., Inc. v. Humana Military Healthcare Servs., Inc.*, 601 F.3d 1159, 1170 (11th Cir. 2010) (internal quotation marks omitted). Here, common questions present a significant aspect of the case and can be resolved for all members of the Settlement Classes in a single adjudication. In a liability determination, those common issues would predominate over any issues that are unique to individual members of the Settlement Classes. Moreover, each member of the Settlement Classes has claims that arise from the same or similar alleged Defendant's practices as well as the same legal theories.

7. The Court appoints Plaintiff Ekim Kaya as the Class Representative.

8. The Court appoints the following attorneys and firms as Class Counsel: Christopher Berman of Shamis & Gentile, P.A. and Scott Edelsberg of Edelsberg Law, P.A.

9. The Court recognizes that Defendant reserves all of its defenses and objections against and rights to oppose any request for class certification in the event that the proposed Settlement does not become Final for any reason. Defendant also reserves its defenses to the merits of the claims asserted in the event the Settlement does not become Final for any reason.

Preliminary Approval of the Settlement

10. At the preliminary approval stage, the Court's task is to evaluate whether the Settlement is within the "range of reasonableness." 4 *Newberg on Class Actions* § 11.26. "Preliminary approval is appropriate where the proposed settlement is the result of the parties' good faith negotiations, there are no obvious deficiencies and the settlement falls within the range of reason." *Smith v. Wm. Wrigley Jr. Co.*, 2010 WL 2401149, at *2 (S.D. Fla. Jun. 15, 2010). Settlement negotiations that involve arm's length, informed bargaining with the aid of

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experienced counsel support a preliminary finding of fairness. *See Manual for Complex Litigation,* Third, § 30.42 (West 1995) ("A presumption of fairness, adequacy, and reasonableness may attach to a class settlement reached in arm's-length negotiations between experienced, capable counsel after meaningful discovery.") (internal quotation marks omitted).

11. The Court preliminarily approves the Settlement, together with all exhibits thereto, as fair, reasonable, and adequate. The Court finds that the Settlement was reached in the absence of collusion and is the product of informed, good-faith, arm's-length negotiations between the Parties and their capable and experienced counsel. The Court further finds that the Settlement, including the exhibits thereto, is within the range of reasonableness and possible judicial approval, such that: (a) a presumption of fairness is appropriate for the purposes of preliminary settlement approval; and (b) it is appropriate to effectuate notice to the Settlement Classes, as set forth below and in the Settlement, and schedule a Final Approval Hearing to assist the Court in determining whether to grant Final Approval to the Settlement and enter a Final Approval Order.

Approval of Class Notice and the Claims Process

12. The Court approves the form and content of the Class notices, substantially in the forms attached to the Settlement, as well as the Claim Form attached thereto. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Classes of the pendency of the Action, certification of Settlement Classes, the terms of the Settlement, Class Counsels' Fee Application and the request for Service Award for Plaintiff, and their rights to opt-out of the Settlement Classes or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to

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notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Florida Rule of Civil Procedure 1.220 and the Constitutional requirement of Due Process.

13. Analytics shall serve as the Administrator.

14. The Administrator shall implement the Class Notice program, as set forth below and in the Settlement, using the Class notices substantially in the forms attached to the Settlement and approved by this Preliminary Approval Order. Notice shall be provided to the members of the Settlement Classes pursuant to the Class Notice program, as specified in the Settlement and approved by this Preliminary Approval Order. The Class Notice program shall include, to the extent necessary, mail and e-mail Notice, and the Long-Form Notice, as set forth in the Settlement and below.

Notice

15. The Administrator shall administer Notice as set forth in the Settlement. The Notice shall be completed no later than 45 days from the entry of this Order.

Settlement Website

16. The Administrator shall establish a Settlement Website as a means for Settlement Class members to obtain notice of, and information about, the Settlement. The Settlement Website shall be established as soon as practicable following Preliminary Approval, but no later than before commencement of the Class Notice program. The Settlement Website shall include the Settlement Agreement, the Long-Form Notice, the Preliminary Approval Order, the Complaint, and, when filed, the Final Approval Order, along with other such documents as Class Counsel and counsel for Defendant agrees to include. These documents shall remain on the Settlement Website until at least 60 days following the Claim Deadline.

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17. The Administrator is directed to perform all substantive responsibilities with respect to effectuating the Class Notice program, as set forth in the Settlement.

Final Approval Hearing, Opt-Outs, and Objections

18. A Final Approval Hearing shall be held before this Court on _____ ___, 2026 at ____ __.m. to determine whether to grant Final Approval to the Settlement and to enter a Final Approval Order, and whether Class Counsels' Fee Application and request for Service Award for the Class Representative should be granted.

19. Any person within the Settlement Classes who wishes to be excluded from the Settlement Classes may exercise his/her right to opt-out of the Settlement Classes by following the opt-out procedures set forth in the Settlement and in the Notices at any time during the Opt-Out Period. To be valid and timely, opt-out requests must be mailed in accordance with the instructions on the Long-Form Notice and postmarked on or before the "Opt-Out Deadline," which is 30 days before the Final Approval Hearing, and mailed to the addresses indicated in the Long Form Notice.

20. Any Settlement Class Member may object to the Settlement, Class Counsel's Fee Application, or the request for a Service Award for Plaintiff. Any such objection must be filed with the Court and mailed to the Settlement Administrator, at the addresses indicated in the Long-Form Notice. For an objection to be considered by the Court, the objection must be filed with the Court and postmarked no later than 30 days before the Final Approval Hearing, as set forth in the Long-Form Notice. To be valid, an objection must include the following information:

a. the case name and number;

b. the objector's full name, address, and telephone number;

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c. an explanation of the basis upon which the objector claims to be a Settlement Class Member, including the telephone number at which the objector received text messages from See Eyewear;

d. all grounds for the objection, accompanied by any legal support for the objection known to the objector or his counsel;

e. the number of times in which the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such an objection, and a copy of any orders related to or ruling upon the objector's prior such objections that were issued by the trial and appellate courts in each listed case;

f. the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or Fee Application;

g. a copy of any orders related to or ruling upon counsel's or the counsel's law firm's prior objections made by individuals or organizations represented by the objector's counsel that were issued by the trial and appellate courts in each listed case in which the objector's counsel and/or counsel's law firm have objected to a class action settlement within the preceding five years;

h. any and all agreements that relate to the objection or the process of objecting—whether written or oral—between objector or objector's counsel and any other person or entity;

i. the identity of all counsel (if any) representing the objector who will appear at the Final Approval Hearing;

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j. a statement confirming whether the objector intends to personally appear and/or testify at the Final Approval Hearing;

k. a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection; and

l. the objector's signature (an attorney's signature is not sufficient).

Further Papers in Support of Settlement and Attorney's Fee Application

21. Plaintiff and Class Counsel shall file their Motion for Final Approval of the Settlement, Fee Application and request for a Service Award for Plaintiff, no later than _____, which is 14 days before the Final Approval Hearing.

22. Plaintiff and Class Counsel shall file their responses to timely filed objections to the Motion for Final Approval of the Settlement, the Fee Application and/or request a Service Award for Plaintiff no later than _____, which is 10 days before the Final Approval Hearing.

Effect of Failure to Approve Settlement

23. If the Settlement is not finally approved by the Court, or for any reason the Parties fail to obtain a Final Approval Order as contemplated in the Settlement, or the Settlement is terminated pursuant to its terms for any reason, then the following shall apply:

(a) All orders and findings entered in connection with the Settlement shall become null and void and have no further force and effect, shall not be used or referred to for any purpose whatsoever, and shall not be admissible or discoverable in any other proceeding;

(b) Nothing in this Preliminary Approval Order is, or may be construed as, any admission or concession by or against Defendant or Plaintiff on any point of fact or law; and

(c) Neither the Settlement terms nor any publicly disseminated information

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regarding the Settlement, including, without limitation, the Class Notice, court filings, orders and public statements, may be used as evidence. In addition, neither the fact of, nor any documents relating to, either Party's withdrawal from the Settlement, any failure of the Court to approve the Settlement, and/or any objections or interventions may be used as evidence.

Stay/Bar of Other Proceedings

24. All proceedings in the Action are stayed until further order of the Court, except as may be necessary to implement the terms of the Settlement. Pending final determination of whether the Settlement should be approved, Plaintiff, all persons in the Settlement Class, and persons purporting to act on their behalf are enjoined from commencing or prosecuting (either directly, representatively or in any other capacity) against any of the Released Parties any action or proceeding in any court, arbitration forum, or tribunal asserting any of the Released Claims.

25. Based on the foregoing, the Court sets the following schedule for the Final Approval Hearing and the actions which must take place before and after it:

Event	Date	Timeline
Deadline for Completion of Notice		45 days after Order granting Preliminary Approval
Deadline for filing Motion for Final Approval of the Settlement and Class Counsel's Fee Application and expenses, and for Service Awards		14 days before the Final Approval Hearing
Deadline for opting-out of the Settlement and for submission of Objections		30 days before the Final Approval Hearing
Deadline for Responses to Objections		10 days before the Final Approval Hearing
Final Approval Hearing		No sooner than 90 days after Preliminary approval
Last day Class Claimants may submit a Claim Form		15 days after the Final Approval Hearing

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DONE and **ORDERED** at Miami, Florida, this ____ day of _____, 2026.

_____
HONORABLE JUDGE REEMBERTO DIAZ
CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

Exhibit B

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Case No.: 2026-008574-CA-01

EKIM KAYA, individually and on behalf of all others similarly situated,

CLASS ACTION

Plaintiff,

vs.

SEE INC. D/B/A SEEEYEWEAR,

Defendant.
_____/

[PROPOSED] AGREED ORDER GRANTING FINAL APPROVAL TO CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

On August 6, 2026, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement and Release between Plaintiff Ekim Kaya ("Plaintiff"), on behalf of themselves and all members of the Settlement Classes, and Defendant SEE INC. D/B/A SEEEYEWEAR ("Defendant") (collectively, the "Parties"). The Court also provisionally certified the Settlement Classes for settlement purposes, approved the procedure for giving Class Notice to the members of the Settlement Classes, and set a Final Approval Hearing to take place on November 12, 2026.

Upon the submission of Plaintiff's Unopposed Motion for Final Approval (noting that no class member objected to or requested to be excluded from the settlement), this Court considered: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate; (2) whether a judgment should be entered dismissing the Plaintiff's Complaint on the merits and with prejudice in favor of Defendant and against all persons or entities who are

Settlement Class Members herein who have not requested exclusion from the Settlement Classes; and (3) whether and in what amount to award counsel for the Settlement Class as Attorneys' Fees and Expenses and whether and in what amount to award Service Award to Plaintiff.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

I. JURISDICTION OF THE COURT

1. The Court has personal jurisdiction over the parties and the Settlement Class Members, venue is proper, and the Court has subject matter jurisdiction to approve the Settlement Agreement, including all exhibits thereto, and to enter this Final Approval Order. Without in any way affecting the finality of this Final Approval Order, this Court hereby retains jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and of this Final Approval Order, and for any other necessary purpose.

2. The Settlement Agreement was negotiated at arm's length by experienced counsel who were fully informed of the facts and circumstances of this litigation (the "Action") and of the strengths and weaknesses of their respective positions. The Settlement Agreement was reached after the Parties had engaged in a mediation and extensive settlement discussions and after the exchange and analysis of extensive information, including but not limited to information about the size and scope of the Settlement Classes. Counsel for the Parties were therefore well positioned to evaluate the benefits of the Settlement Agreement, taking into account the expense, risk, and uncertainty of protracted litigation.

3. The Court finds that the prerequisites for a class action under Fla. R. Civ. P. 1.220 have been satisfied for settlement purposes for each Settlement Class Member in that: (a) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (b) there are questions of law and fact common to the Settlement Classes; (c) the

claims of Plaintiff are typical of the claims of the Settlement Classes he seeks to represent; (d) Plaintiff as class Representative have and will continue to fairly and adequately represent the interests of the Settlement Classes for purposes of entering into the Settlement Agreement; (e) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (f) the Settlement Classes are ascertainable; and (g) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

II. CERTIFICATION OF SETTLEMENT CLASS

4. Pursuant to Fla. R. Civ. P. 1.220, this Court hereby finally certifies the Settlement Classes, as identified in the Settlement Agreement:

> **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; and (4) for the purpose of selling Defendant's products and services.
>
> **TCPA "STOP" 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; (2) regarding Defendant's goods or services, to said person's cellular telephone number after said person opted out of Defendant's text messages.

The Settlement Classes exclude the following: (1) the judge (including their staff) presiding over this case; (2) the United States District Judges and United States Magistrate Judges (including their staff) who have presided over *Ekim Kaya v. See Inc. d/b/a Seeeyewear*, in the United States District Court for the Eastern District of Michigan, Case Number 2:25-cv-12541-TGB-APP; (3) Defendant, as well as any parent, subsidiary, affiliate, or control person of Defendant, and the officers, directors, agents, servants, or employees of Defendant; (4) any of the Released Parties; (5) the immediate family of any such Released Parties; (6) any Settlement Class Member who has

timely opted out of this proceeding; and (7) Plaintiff's Counsel, their employees, and their immediate family.

III. APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

5. The Court finally appoints Christopher Berman of Shamis & Gentile, P.A. and Scott Edelsberg of Edelsberg Law, P.A. as Class Counsel for the Settlement Classes.

6. The Court finally designates Plaintiff as the Representative of the Settlement Classes.

IV. NOTICE AND CLAIMS PROCESS

7. Consistent with the provisions of Fla. R. Civ. P. 1.220(d)(2), the Court makes the following findings on notice to the Settlement Classes:

(a) The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the most practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) informed Settlement Class Members the Final Approval Order will include all Settlement Class Members who do not request exclusion and that any Settlement Class Member who does not request exclusion may make a separate appearance within the time specified in the Class Notice, (iv) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (v) complied fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable law.

(b) The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable laws.

(c) The Court further finds that the procedures and deadlines for submitting Requests for Exclusion and objections, as set forth in the Settlement Agreement and Preliminary Approval Order, were duly followed. The Court has considered all timely and valid objections (if any).

V. FINAL APPROVAL OF THE CLASS ACTION SETTLEMENT

8. The Settlement Agreement is finally approved in all respects as fair, reasonable and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

VI. ADMINISTRATION OF THE SETTLEMENT

9. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. After the Effective Date, the Administrator is directed to provide Claim Settlement Payments to those Settlement Class Members who submit valid, timely, and complete Claims in the time and manner set forth in the Settlement Agreement.

10. The Court hereby approves Class Counsel's request for attorney fees, costs, and expenses, and awards Class Counsel $82,500.00 as reasonable Attorneys' Fees and Expenses, inclusive of the award of reasonable costs incurred in this Action. The Court finds that the requested fees are reasonable under the percentage of the Settlement fund for the reasons set forth herein. The award of Attorneys' Fees and Expenses to Class Counsel shall be paid from the Settlement fund within the time period and manner set forth in the Settlement Agreement.

11. The Court hereby awards Class Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining Defendant's agreement to make significant funds available to Settlement Class Members, subject to submission of valid claims by eligible Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Classes' claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses; (d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendant's possible legal defenses and its experienced and capable counsel; (e) Class Counsel have standard contingent fee agreements with Plaintiff, who has reviewed the Settlement Agreement and been informed of Class Counsel's fee request and has approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, Class Counsel filed and posted their Petition in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and no Settlement Class Member(s) objected.

12. The Court awards a Service Award in the amount of $5,000.00 to the named Plaintiff payable pursuant to the terms of the Settlement Agreement.

VII. RELEASE OF CLAIMS

13. Upon entry of this Final Approval Order, all members of the Classes who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement shall, by operation of this Final Approval Order, have fully, finally and forever released, relinquished and discharged Defendant and the Released Parties from the Released Claims as set forth in the Settlement Agreement.

14. Furthermore, all members of the Classes who did not validly and timely submit Requests for Exclusion in the manner provided in the Agreement are hereby permanently barred and enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting or continuing, either directly or in any other capacity, either individually or as a class, any action or proceeding in any court, agency, arbitration, tribunal or jurisdiction, asserting any claims released pursuant to the Settlement Agreement, or seeking an award of fees and costs of any kind or nature whatsoever and pursuant to any authority or theory whatsoever, relating to or arising from the Action or that could have been brought in the Action and/or as a result of or in addition to those provided by the Settlement Agreement.

15. The terms of the Settlement Agreement and of this Final Approval Order, including all Exhibits thereto, shall be forever binding on, and shall have *res judicata* and preclusive effect in all pending and future lawsuits maintained by Plaintiff and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

16. The Releases, which are set forth in the Settlement Agreement and which are also set forth below, are expressly incorporated herein in all respects and are effective as of the date

of this Final Approval Order; and the Released Parties (as that term is defined below and in the Settlement Agreement) are forever released, relinquished, and discharged by the Releasing Parties (as that term is defined below and in the Settlement Agreement) from all Released Claims (as that term is defined below and in the Settlement Agreement).

(a) The Settlement Agreement and Releases do not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion from the Settlement in accordance with the requirements of the Settlement Agreement.

(b) The administration and consummation of the Settlement as embodied in the Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, enforcement of the Releases. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

(c) The Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have properly requested exclusion (opted out), and the Released Parties shall not be subject to liability or expense for any of the Released Claims to any Settlement Class Member(s).

(d) The Releases shall not preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein and in the Settlement Agreement are not intended to include the release of any rights or duties of the Settling Parties arising out of the Settlement Agreement, including the express warranties and covenants contained therein.

17. Plaintiff and all Settlement Class Members who did not timely exclude themselves from the Settlement Class are, from this day forward, hereby permanently barred and enjoined from directly or indirectly: (i) asserting any Released Claims in any action or proceeding; (ii) filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit based on or relating to any the Released Claims or the facts and circumstances relating thereto; or (iii) organizing any Settlement Class Members into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) based on or relating to any of the Released Claims.

VIII. NO ADMISSION OF LIABILITY

18. Neither the Settlement Agreement, nor any of its terms and provisions, nor any of the negotiations or proceedings connected with it, nor any of the documents or statements referred to therein, nor this Final Approval Order, nor any of its terms and provisions, shall be:

(a) offered by any person or received against Defendant or any Released Party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by Defendant of the truth of the facts alleged by any person, the validity of any claim that has been or could have been asserted in the Action or in any other litigation or judicial or administrative proceeding, the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing by Defendant or any Released Party;

(b) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission of any fault or violation of any law by Defendant or any Released Party; or

(c) offered by any person or received against Defendant or any Released Party as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing in any civil, criminal, or administrative action or proceeding.

IX. OTHER PROVISIONS

19. This Final Approval Order and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any Released Party (as that term is defined herein and the Settlement Agreement) to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

20. Without further order of the Court, the Parties may agree to reasonably necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

21. In the event that the Effective Date does not occur, this Final Approval Order shall automatically be rendered null and void and shall be vacated and, in such event, all orders entered and released delivered in connection herewith shall be null and void. In the event that the Effective Date does not occur, the Settlement Agreement shall become null and void and be of no further force and effect, neither the Settlement Agreement nor the Court's Orders, including this Order, shall be used or referred to for any purpose whatsoever, and the Parties shall retain, without prejudice, any and all objections, arguments, and defenses with respect to class certification, including the right to argue that no class should be certified for any purpose, and with respect to any claims or allegations in this Action.

22. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiff and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein. Finding that

there is no just reason for delay, the Court orders that this Final Approval Order shall constitute a final judgment.

DONE and **ORDERED** at Miami, Florida, this ____ day of _____, 2026.

_____
HONORABLE JUDGE REEMBERTO DIAZ
CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

Exhibit C

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

EKIM KAYA, individually and on behalf of all others similarly situated,	)	
Plaintiff,	)	Case No. 2026-008574-CA-01
v.	)	
SEE INC. D/B/A SEEYEYWEAR,	)	Section: CA30
Defendant.	)	Judge: Hon. Reemberto Diaz

DECLARATION OF ANALYTICS CONSULTING LLC

I, Caroline P. Barazesh, pursuant to 28 U.S.C. § 1746, state as follows:

1. I am over the age of twenty-one. I am competent to give this declaration. This declaration is true and correct to the best of my knowledge, information and belief.

2. I am currently a Director for Analytics Consulting LLC (hereinafter "Analytics"), located at 18675 Lake Drive East, Chanhassen, Minnesota, 55317. In my capacity as Director, I am responsible for settlement administration in the above-captioned litigation.

3. Analytics was engaged to provide settlement administration services in the *Kaya v. See Inc. d/b/a SeeEyeWear* case. In this capacity, Analytics was charged with (a) establishing and maintaining a related settlement fund account; (b) establishing and maintaining a calendar of administrative deadlines and responsibilities; (c) emailing, printing and mailing the Class Notice; (d) receiving and validating Requests for Exclusion, Objections and Claims submitted by Settlement Class Members; (e) processing and mailing payments to Settlement Class Members and Class Counsel; and (f) other tasks as the Parties mutually agree or the Court orders Analytics to perform.

4. On July 28, 2026, Analytics received the Court-approved long form Class Notice and Claim Form, the Email Notice and the Postcard Notice. The Class Notice advised Settlement Class

Members of their right to request exclusion from the Settlement, object to the Settlement or file a Claim Form and the implications of each such action. The Class Notice advised Settlement Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how they could obtain additional information.

5. On July 29, 2026, Analytics received a list of phone numbers and the number of text messages sent to each phone number. 93 phone numbers with a total of 384 text messages were in the DNC Class, and 134 phone numbers with a total of 577 text messages were in the iDNC class.

6. On August 20, 2026, Analytics received a mailing list ("Class List") from Counsel for Defendant. The file contained names and last known mailing addresses, emails and phone numbers, for a total of 153 Settlement Class Members.

7. Analytics matched the phone numbers in the class list to the list of phone numbers with the number of text messages sent to each number. Five phone numbers could not be matched to the Class List.

8. Analytics manually researched the phone numbers with no corresponding name and address in the Class List, and found names, addresses and emails for them all.

9. 24 duplicate records were identified, resulting in a total of 134 Settlement Class Members.

10. The mailing addresses were processed and updated utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In the event that any individual had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be utilized in connection with the mailing of the Postcard Notices to Settlement Class Members with bounced emails.

11. On August 21, 2026, Analytics established a toll-free phone number (877) 512-2849, a case website at www.seeeyeweartcpasettlement.com and an email address at SeeEyeWearTCPASettlement@noticeadministrator.com to provide assistance and information to Settlement Class Members. The phone number and website were included in the Class Notices.

12. The website allowed Settlement Class Members to file Claim Forms online and elect to receive their settlement payment as a digital payment. As of October 26, 2026, the settlement website has been visited by 67 unique visitors with 117 page views.

13. The long form Class Notice and the Claim Form were made available for download at the case website, and are attached as Exhibit 1 and Exhibit 2, respectively.

14. On August 25, 2026, Analytics sent the Email Notice to 144 email addresses associated with 132 Settlement Class Members. Two Settlement Class Members without email addresses were mailed a Postcard Notice via USPS First Class Mail. A copy of the Email Notice is attached hereto as Exhibit 3, and a copy of the Postcard Notice is attached as Exhibit 4.

15. If an Email Notice was undeliverable, Analytics mailed a Postcard Notice to the Settlement Class Member. 18 Email Notices were not delivered. Analytics mailed Postcard Notices via USPS First Class Mail to 17 Settlement Class Members who did not receive an Email Notice. One Settlement Class Member with an undeliverable email received an Email Notice at another email address, so a Postcard Notice was not mailed to them.

16. 134 Settlement Class Members (100%) received a Class Notice by email or mail.

17. On September 8, 2026, Analytics sent reminder Email Notices to 114 email addresses associated with 105 Settlement Class Members who had not yet submitted a Claim Form and mailed Postcard Notices to 17 Settlement Class Members via USPS First Class Mail. All emails and Postcard Notices were delivered.

18. Class Members could exclude themselves from the proposed settlement by mailing a written statement requesting exclusion from the Class to Analytics by October 13, 2026. Zero exclusion requests were received by Analytics.

19. Class Members could object to the proposed settlement by mailing a written statement objecting to the settlement to Analytics by October 13, 2026. Zero objections were received by Analytics.

20. Settlement Class Members must return a valid Claim Form postmarked by November 27, 2026, in order to receive a settlement payment from the proposed settlement. As of the date of this declaration, a total of 24 valid Claim Forms associated with 69 DNC Class text messages and 111 iDNC Class text messages have been received. This is a 16.43% claims rate.

21. Analytics' total costs for services in connection with the administration of this Settlement, including fees incurred and anticipated future costs for completion of the administration, will not exceed $10,000.00. This amount will be paid from the Gross Fund. Analytics' work in connection with this matter will continue with the issuance and mailing of the settlement checks, and to do the necessary tax reporting for the settlement fund.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 26, 2026

Caroline P. Barazesh

Exhibit 1

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.**

Ekim Kaya v. See Inc. d/b/a SeeEyeWear, Case No. 2026-008574-CA-01
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.

Exhibit 2

See Inc. d/b/a SeeEyeWear

CLAIM FORM

Case No. 2026-008574-CA-01

Return this Claim Form to:
SeeEyeWear TCPA Settlement, Settlement Administrator, P.O. Box 2002, Chanhassen MN 55317-2002.
Questions, visit **www.SeeEyeWearTCPAsettlement.com** or call **1-877-512-2849**.

ABC1234567890

JOHN Q CLASSMEMBER
123 MAIN ST
ANYTOWN, ST 12345

Claim ID: 1111111

PIN: a!b@c#d$e

DEADLINE: THIS CLAIM FORM MUST BE SUBMITTED BY NOVEMBER 27, 2026, BE FULLY COMPLETED, SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

YOU MUST SUBMIT THIS CLAIM FORM TO RECEIVE A SETTLEMENT PAYMENT.

Please note that this Claim Form may be researched and verified by the Administrator.

YOUR CONTACT INFORMATION

Name: _____
First Middle Last

Current Address: _____
City State ZIP Code

Provide the telephone number(s) at which you received text message(s) from SeeEyeWear. If you received text messages at more than one phone number, list all such numbers you used. You may leave unused lines blank. The Administrator will verify any qualifying messages to the phone numbers listed below.

Telephone Number (*required*): (_____) _____– _____

Telephone Number (*if applicable*): (_____) _____– _____

Telephone Number (*if applicable*): (_____) _____– _____

Email address *(if any)*: _____

Current Phone Number: (_____) _____– _____ **or** ☐ check if same as above
(Please provide a phone number where you can be reached if further information is required.)

Claim ID: _____

Settlement Class Member Verification

By submitting this Claim Form, I attest under penalty of perjury that I am the current or former subscriber or authorized user for the telephone number(s) listed in this Claim Form, and that I received more than one text message from SeeEyeWear, at the telephone number(s) listed above, after opting out of text communications or while my number was listed on the Do Not Call Registry. I further attest that the information provided herein is true and correct under penalty of perjury.

****

Additional information regarding the Settlement can be found at www.SeeEyeWearTCPAsettlement.com.

Signature: _____ Date: _____

Print Name: _____

If you have questions, you may call the Administrator at 1-877-512-2849.

Exhibit 3

Caroline Barazesh

From: SeeEyeWear TCPA Settlement Administrator <notice@noticeadministrator.com>
Sent: Monday, August 17, 2026 4:12 PM
To: Caroline Barazesh
Subject: SeeEyeWear TCPA Settlement - Notice of Class Action Settlement

Submit a Claim

Claim #:
PIN:

If, from August 14, 2021 through August 14, 2025, You Received More than One Text Message from SeeEyeWear, After Opting Out or While Your Number Was Listed on the National Do Not Call Registry ("DNC") For at Least 30 Days, You May Be Entitled to a Payment from a Class Action Settlement

A Settlement has been reached in a class action lawsuit (the "Settlement") alleging that See Inc. d/b/a SeeEyeWear, ("SeeEyeWear") texted the cell phones of Settlement Class Members more than once within a 12-month period concerning SeeEyeWear's products and services after they opted out of such solicitations or while their telephone numbers were listed on the DNC in violation of the Telephone Consumer Protection Act ("TCPA") and/or Florida Telephone Solicitation Act ("FTSA"). SeeEyeWear denies that it violated any laws or that it did anything wrong. The Court has not decided who is right.

Who's Included? There are two classes: the Do Not Call Registry Class and the National Internal Do Not Call Class (collectively, the "Settlement Classes"). They include the following Settlement Class Members:

> **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; and (4) for the purpose of selling Defendant's products and services.
>
> **TCPA "STOP" 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; (2) regarding Defendant's goods or services, to said person's cellular telephone number after said person opted out of Defendant's text messages.

What Are the Settlement Terms? SeeEyeWear has agreed to fund payments to Settlement Class Members who submit a valid Claim Form, as well as notice and administration costs of the Settlement, any attorneys' fees and expenses awarded by the Court, and any service award approved for the named Plaintiff. Each Settlement Class Member who submits a timely, valid, correct and verified Claim Form by the Claim Deadline in the manner required by the Settlement Agreement, making all the required

affirmations and representations, will receive a payment of **up to $290.00 per text messages received by each Settlement Class Member**. If necessary, the per-person payment amount of $290.00 will be uniformly reduced on a pro rata basis (meaning a uniform per message reduction applied equally to all Settlement Class Members) so that the total of all payments, together with any Court-approved Attorneys' Fees and Expenses, notice and administration costs, and any service award to the named Plaintiff, does not exceed the Settlement Fund. Settlement Class Members may only submit one Claim Form to receive payment.

How Do I Submit a Claim Form? To be paid, you must submit a Claim Form by the deadline stated below. You may download a Claim Form at the Settlement Website, https://seeeyeweartcpasettlement.com, request a Claim Form by calling the Settlement Administrator at the toll-free number below, or if you received this Notice by mail, a pre-postmarked Claim Form has been attached herein. You may also submit your claim online by clicking the button below. To be valid, a Claim Form must be completed fully and accurately, signed under penalty of perjury, and submitted timely. You may submit a Claim Form by U.S. mail, file a Claim Form online, or email your completed Claim form to SeeEyeWearTCPASettlement@noticeadministrator.com. If you send in a Claim Form by U.S. mail, it must be postmarked by **November 27, 2026**. Claim Forms submitted online must be submitted by 11:59 p.m. EST on **November 27, 2026**.

Submit a Claim

Claim #:
PIN:

Your Other Options. If you do not want to be legally bound by the Settlement, you must exclude yourself by **October 13, 2026**. If you do not exclude yourself, you will release any claims you may have, as more fully described in the Settlement Agreement, available at the Settlement Website. You may object to the Settlement by **October 13, 2026**. The Long Form Notice available on the Settlement Website explains how to exclude yourself or object. The Court will hold a Final Approval Hearing on **November 12, 2026, at 8:30 a.m.** to consider whether to approve the Settlement, a request for attorneys' fees of up to 30% of the Settlement Fund, and a service award of $5,000.00 to the named Plaintiff. You may appear at the hearing, either yourself or through an attorney you hire, but you don't have to.

For more information, call or visit the Settlement Website.
https://SeeEyeWearTCPAsettlement.com or 1-877-512-2849.

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

Unsubscribe | Constant Contact Data Notice

believe you have received the message in error, please contact the author by replying to this message. Constant Contact takes reports of abuse very seriously. If

Exhibit 4

PLACE
STAMP
HERE

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

A proposed settlement (the "Settlement") has been reached in a class action lawsuit,
***Ekim Kaya v. See Inc. d/b/a SeeEyeWear*, Case No. 2026-008574-CA-01.**

The lawsuit alleges that SeeEyeWear texted cell phones of Settlement Class Members more than once regarding its products and services after they opted out of receiving text messages from SeeEyeWear or while their numbers were listed on the DNC Registry, in violation of the Telephone Consumer Protection Act ("TCPA"). SeeEyeWear denies that it violated any laws or that it did anything wrong. The Court has not decided who is right.

Who is included in the 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.

How much money can I get? If the Court approves the Settlement, each Settlement Class Member who submits a valid Claim Form by **November 27, 2026**, will receive up to $290 per text message received by each Settlement Class Member. If necessary, 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 fees, costs, awards, does not exceed the Settlement Fund. You **must** file a claim at www.seeeyeweartcpasettlement.com or return the attached Claim Form **postmarked by November 27, 2026**, to receive a payment.

When will the Settlement be finally approved? The Court will hold a Final Approval Hearing on **November 12, 2026**, to consider whether to approve (1) the proposed Settlement as fair, reasonable, and adequate; (2) Class Counsel's request of 30% of the Settlement Fund for Attorneys' Fees and Expenses; and (3) a $5,000.00 service award to the Plaintiff. The Court will also hear any timely filed objections to the Settlement.

What are my legal rights? If you do not want to be legally bound by the Settlement, you may "opt out" (exclude yourself) from the Settlement. If you opt out, you will not receive a payment and you will not be bound by the settlement. To exclude yourself, you must mail your request for exclusion **postmarked by October 13, 2026**. You may also object to the Settlement by filing an objection with the Court by **October 13, 2026**.

This Notice is a summary. Learn more about settlement at www.SeeEyeWearTCPAsettlement.com or call 1-877-512-2849.

In re: *Ekim Kaya v. See Inc. d/b/a SeeEyeWear*, Case No. 2026-008574-CA-01

PROOF OF CLAIM FORM

You may file a Claim Form online at www.SeeEyeWearTCPAsettlement.com or by mailing this form. Your Claim Form must be submitted online, by email, or postmarked by **November 27, 2026** to receive a payment.

First Name MI Last Name

Address

City State Zip Code

Email Address Current Phone Number

By signing below, I certify under penalty of perjury I am the current or former subscriber/user of <<Phone Number>>, and I received more than one marketing text message to my phone number from SeeEyeWear after I opted out of receiving text messages, or my number was on the DNC Registry for at least 30 days when I received a text message from SeeEyeWear. I further certify under penalty of perjury that this information is true to the best of my knowledge and that I am not submitting multiple claim forms.

Signature: _____ Date Signed: _____

Claim ID: 1111111 - PIN: abc123$%

ABC1234567890

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

COURT ORDERED LEGAL NOTICE

You were identified as someone who is associated with <<Phone Number>>, a number that may have been texted on more than one occasion by SeeEyeWear between August 14, 2021 - August 14, 2025, regarding its products and services after you opted out of receiving text messages, or if your number was on the DNC Registry for at least 30 days. If this is your phone number, then you may be a member of the Settlement Class(es).

Postal Service: Please Do Not Mark Barcode

Claim ID: 1111111 - PIN: a!b@c#d$

ABC1234567890

JOHN Q CLASSMEMBER
123 MAIN ST
ANYTOWN, ST 12345

Exhibit D

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2026-008574-CA-01

EKIM KAYA individually and on behalf of all others similarly situated,

CLASS ACTION

Plaintiff,

v.

SEE INC. D/B/A SEEEYEWEAR

Defendant.

_____/

DECLARATION OF CHRISTOPHER E. BERMAN IN SUPPORT OF UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT, FEE APPLICATION, AND SERVICE AWARD

I, Christopher E. Berman, declare as follows:

1. I am one of the attorneys designated as Class Counsel for Plaintiff Ekim Kaya and the Settlement Classes under the Settlement Agreement and Release between Plaintiff and Defendant See Inc. d/b/a Seeeyewear (the "Settlement" or "Agreement").[1] I submit this declaration in support of Plaintiff's Unopposed Motion for Final Approval of Class Settlement, Class Counsel's application for Attorneys' Fees and Expenses, and request for a Service Award for the Class Representative. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

2. The Parties' proposed Settlement is exceedingly fair, and well within the range of final approval for several reasons.

3. The Settlement was not conditioned on any amount of attorneys' fees for Class Counsel or Service Award for Plaintiff, which speaks to the fundamental fairness of the process.

[1] All capitalized defined terms used herein have the same meanings ascribed in the Agreement.

4. The Claims Process here is straightforward, easy to understand for Settlement Class members, and designed so that they can easily claim to their portion of the Settlement Fund.

5. A review of the factors related to the fairness, adequacy and reasonableness of the Settlement demonstrates that it fits well within the range of reasonableness, such that Final Approval is appropriate.

6. Plaintiff and Class Counsel believe that the claims asserted are meritorious and that Plaintiff would prevail if this matter proceeded to trial. Defendant argues that Plaintiff's claims are unfounded, denies any liability, and has shown a willingness to litigate and defend vigorously.

7. Class Counsel are confident in the strength of Plaintiff's case, but are also pragmatic in their awareness of the various defenses available to Defendant, and the risks inherent in trial and post-judgment appeal.

8. Class Counsel appropriately determined that the Settlement outweighs the risks of continued litigation.

9. The Parties concluded that the benefits of the Settlement outweigh the risks and uncertainties attendant to continued litigation that include, but are not limited to, the risks, time and expenses associated with a completing trial and any appellate review.

10. The Settlement is the best vehicle for Settlement Class Members to receive the relief to which they are entitled in a prompt and efficient manner.

11. The Settlement here is the result of extensive, arm's-length negotiations between experienced attorneys who are familiar with class action litigation and with the legal and factual issues of this Action.

12. Class Counsel are particularly experienced in the litigation, certification, trial, and settlement of nationwide class action cases. *See* Firm Resume attached hereto.

13. Class Counsel zealously represented their client throughout the litigation, and throughout the discovery process, which included review of necessary discovery (multiple rounds of discovery to defendant, data analysis of class member data for hundreds of class members) to analyze Defendant' defenses and determine liability.

14. In negotiating this Settlement, Class Counsel had the benefit of years of experience in litigating and settling complex class actions and a familiarity with the facts of the Action.

15. Class Counsel conducted a thorough analysis of Plaintiff's claims and engaged in extensive discovery with Defendant to assist with class data analysis.

16. There can be no doubt that this Settlement is a fair and reasonable recovery for the Settlement Class Members in light of Defendant' defenses, the uncertainty of class certification, and the challenging and unpredictable path of litigation Plaintiff and all Settlement Class members would face absent a settlement. Indeed, each class member who submits a valid claim will receive up to $290.00 per text message received by each Settlement Class Member, which is an extraordinary result compared to prior TCPA class settlements.[2]

[2] This exceeds by multiples the raw, per-potential settlement class member value of many analogous TCPA class action settlements. *See, e.g., Williams v. Bluestem Brands, Inc.,* No. 17- 1971, 2019 WL 1450090, at *2 (M.D. Fla. Apr. 2, 2019) (approximately $7 per potential class member); *Prather v. Wells Fargo Bank, N.A.,* No. 15- 4231, 2017 WL 770132 (N.D. Ga. Feb. 24, 2017) ($4.65 per potential class member); *Luster v. Wells Fargo Dealer Servs., Inc*., No. 15-1058, ECF No. 60 (N.D. Ga. Feb. 23, 2017) ($4.65 per potential class member); *James v. JPMorgan Chase Bank,* N.A., No. 15-2424, 2016 WL 6908118, at *1 (M.D. Fla. Nov. 22, 2016) ($5.55 per potential class member); *Cross v. Wells Fargo Bank, N.A*., No. 15-cv-1270, 2016 WL 5109533 (N.D. Ga. Sept. 13, 2016) ($4.75 per potential class member); *Markos v. Wells Fargo Bank, NA.,* No. 15-1156, 2016 WL 4708028 (N.D. Ga. Sept. 7, 2016) ($4.95 per potential class member); *Wilkins v. HSBC Bank Nev., N.A.,* No. 14-190, 2015 WL 890566, at *3 (N.D. Ill. Feb. 27, 2015) ($2.95 per potential class member); *Picchi v. World Fin. Network Bank,* No. 11-61797 (S.D. Fla. Jan. 30, 2015) ($2.63 per potential class member); *Duke v. Bank of Am., N.A.,* No. 12-4009, ECF Nos. 51, 59 (N.D. Cal. Feb. 19, 2014) ($4.15 per potential class member); *Johnson v. Navient Sols., Inc.,* No. 21:15- cv-00716-LJM-MJD, ECF No. 175 (N.D. Ind. Jul. 26, 2017) ($19,744,650 to compensate a class that included 429,893 unique telephone numbers with wrong number codes, or just under $46 per potential class member). Additionally significant, the court in *Markos v. Wells Fargo Bank,* N.A. characterized a $24 per-claimant recovery in a TCPA class action as "an excellent result when compared to the issues Plaintiffs would face if they had to litigate the matter." No. 15-1156, 2017 WL 416425, at *4 (N.D. Ga. Jan. 30, 2017).

17. The response from the class was positive. At the time of this filing, no class member has objected and no class member has requested exclusion in response to the notice. Further, with the claim filing deadline of November 27, 2026, to submit their claims, and with a current claim rate of approximately 16.43%, the claim rate is already well in line with other class-wide TCPA settlements and still growing. *See Spillman v. RPM Pizza, LLC*, 2013 WL 2286076, at *2 (M.D. La. May 23, 2013) (finally approving TCPA Settlement and finding claim rate of "less than one percent" to be "consistent with other TCPA class action settlements"); *Lee v. Global Tel*link Corp.*, 2018 WL 4625677 (C.D. Cal. 2018) (finally approving TCPA class settlement with a claim rate of 1.8%); *Bayat v. Bank of the West*, 2015 WL 1744342, at *6 (N.D. Cal. 2015) (finding class settlement in TCPA claim to be fair, adequate, and reasonable where there was only a 1.9% claim rate for damages, and 1.1% for injunctive relief); *Perez v. Asurion Corp.*, 501 F. Supp. 2d 1360, 1377–78, 1384 (S.D. Fla. 2007) (approving settlement with a claim rate of approximately 1.2%); *Kolnek v. Walgreen Co.*, 311 F.R.D. 483, 493 (N.D. Ill. 2015) (final approval where claim rate was 2.5%); *See also Keil v. Lopez*, 862 F.3d 685, 697 (8th Cir. 2017) (low claim rate "does not suggest unfairness.") As the *Keil* court put it:

> [E]ven if 97% of the class did not exercise their right to share in the fund, their opportunity to do so was a benefit to them. *See Boeing Co. v. Van Gemert*, 444 U.S. 472, 480 S. Ct. 745, 62 L. Ed. 2d 676 (1980) ('Their right to share the harvest of the lawsuit upon proof of their identity, whether or not they exercise it, is a benefit in the fund created by the efforts of the class representatives and their counsel.').

Keil, 862 F.3d at 697.

18. Class Counsel were extremely well-positioned to confidently evaluate the strengths and weaknesses of Plaintiff's claims and prospects for success at trial and on appeal.

* * *

I declare under penalty of perjury of the laws of Florida and the United States that the foregoing is true and correct, and that this declaration was executed in Miami, Florida, on October 29, 2026.

/s/ Christopher E. Berman
Christopher E. Berman



SHAMIS & GENTILE, P.A.
CLASS ACTION LAW FIRM

Our Firm

Shamis & Gentile, P.A. has and continues to provide outstanding legal services in the Florida, New York, New Jersey, Texas, Georgia, Illinois, Ohio, Arizona, Missouri, and Washington communities. Shamis & Gentile, P.A. distinguishes itself because of our experience and legal resources to handle virtually any case involving class action, mass tort, mass arbitration, personal injury, personal injury protection, and contract disputes. Specifically, as it relates to class actions, Shamis & Gentile, P.A. has filed and litigated thousands of banking, insurance, data privacy, deceptive and unfair trade practice and product liability cases, often through contested class certification and even until trial. At Shamis & Gentile, P.A our seasoned attorneys are some of the most innovative and progressive attorneys in the profession. Often, Shamis & Gentile, P.A. is called upon to litigate and settle cases that other law firms may not be able to handle on their own.

Shamis & Gentile, P.A is committed to practicing law with the highest level of integrity inan ethical and professional manner. We are a diverse firm with lawyers and staff from all walks oflife. Our lawyers and other employees are hired and promoted based on the quality of their work and their ability to treat others with respect and dignity.

Who We Are

Andrew Shamis is the managing partner at Shamis & Gentile, P.A. Mr. Shamis heads the class action and mass torts divisions of the firm, where his extensive experience in civil litigation has gained him the reputation of an attorney who can deliver where it matters the most, monetary results for his clients. Mr. Shamis has recovered over 1 billion dollars for consumers and plaintiffs throughout the country through his relentlessness, expertise, and calculated approach. Mr. Shamis is routinely certified class counsel and has successfully litigated over 10,000 civil cases in his young career.

Mr. Shamis is admitted to practice law in the states of Arizona, Florida, Georgia, Illinois, Missouri, New York, Ohio, Texas, and Washington as well as the U.S. District Courts for the District of Arizona; District of Colorado; District of Connecticut; Middle, Northern, and Southern Districts of Florida; Middle, Northern, and Southern Districts of Georgia; Central, Northern, and Southern Districts of Illinois; Southern District of Indiana; Eastern and Western Districts of Michigan; Eastern District of Missouri; District of Nebraska; Eastern, Northern, Southern, and Western Districts of New York; Northern and Southern Districts of Ohio; Eastern, Northern, and Western Districts of Oklahoma; Eastern and Middle Districts of Tennessee; Eastern, Northern, Southern, and Western Districts of Texas; and the Eastern and Western Districts of Washington.

Mr. Shamis' practice focuses exclusively on Consumer Protection Class Action Litigation, Mass Torts, Personal Injury Protection, Mass Arbitration, as well as General Civil Litigation.

Angelica Gentile is a named partner at Shamis & Gentile P.A. Ms. Gentile heads the catastrophic injury, personal injury, and personal injury protection divisions of Shamis & Gentile, P.A. Ms. Gentile is recognized throughout the legal community as an extremely professional and efficient attorney. Ms. Gentile is admitted to practice law in both Florida and Texas and has extensive civil litigation experience, involving hundreds of depositions and motions throughout the state of Florida. Ms. Gentile not only prides herself in collecting millions of dollars in benefits owed to clients, but also in forging long lasting,successful relationships with clients.

Ms. Gentile specializes in Personal Injury, Personal Injury Protection, Class Action Litigation (TCPA, banking, insurance breach of contract, data breach, unfair and deceptive trade practices), Wrongful Death, Wrongful Termination, as well as General Civil Litigation.

Christopher Berman is a partner at Shamis & Gentile, P.A. with over 7 years of class action litigation experience and leads the firm's Telephone Consumer Protection Act ("TCPA") department. Mr. Berman has represented consumers in state and federal courts nationwide, concentrating his practice primarily in TCPA litigation but also has experience litigating unfair and deceptive business practices, securities fraud, unlawful gambling, personal injury and complex insurance disputes. Mr. Berman's efforts have resulted in the recovery of tens of millions of dollars for his clients throughout his career.

Edwin Elliott is a partner at Shamis & Gentile, P.A. Mr. Elliott's practice involves all aspects of complex, high-level class action litigation. Mr. Elliott represents clients in federal and state courts across the nation in class actions involving consumer fraud, deceptive and unfair trade practices, false advertising, predatory financial services, digital privacy, and complex insurance disputes. Having prosecuted numerous class actions through all stages of the litigation process, Mr. Elliott's work has contributed to hundreds of millions in recoveries for consumers.

Leanna Loginov is a partner at Shamis & Gentile, P.A. and leads the firms' Data Privacy department. Ms. Loginov's practice primarily focuses on protecting individuals impacted by data breaches by ensuring their highly sensitive personal and health-related information is safeguarded. Ms. Loginov represents clients in federal and state courts across the nation. Ms. Loginov's work has helped consumers recover millions of dollars.

Our staff sets the standard on being innovative and technologically savvy. This innovationand use of fully customized cutting-edge case management software allows us to create an unparalleled level of customer service and attention to detail with our clients, which has led to anexceptional growth rate rarely seen in law firms.

Shamis & Gentile, P.A. has the resources, infrastructure and staff to successfully representlarge putative classes. The attorneys and staff are not simply litigators, but directors of

creating successful results with the ultimate level of satisfaction by the clients.

Class Actions

Shamis & Gentile, P.A. has initiated and served as both lead counsel and co-lead counsel in hundreds of class actions, many of which have generated internet articles. Currently, the firm serves as lead counsel or co-counsel on over 300 class action lawsuits. The lawsuits range from all Districts of Florida to the Central District of California. Shamis & Gentile, P.A. has also successfully settled many Class Action cases prior to verdict.

Prominent Class Action Settlements

Over the years, Shamis & Gentile attorneys have obtained outstanding results in some of the most well-known cases.

- *Ahmad v. Fathom Realty Holdings, et al*, No. 2025-013426-CA-01 (Fla. 11th Cir. Ct. 2026) ($2,847,456.00 Class Settlement)

- *Andrews v. State Auto Mut. Ins. Co.*, No. 2:21-CV-5867 (S.D. Oh. 2023) ($6,500,000.00 Class Settlement)

- *Angell v. GEICO Advantage Insurance Company,* No. 4:20-CV-00799 (S.D. Tex. 2024) ($33,000,000.00 Class Settlement)

- *Arevalo v. USAA Casualty Insurance Company, et. al.*, No. 2020CI16240 (Bexar County, Texas 2023) ($4,089,287.50 Class Settlement)

- *Albrecht v. Oasis Power, LLC*, No. 1:18-cv-1061 (N.D. Ill. 2018) ($7,000,000.00 Class Settlement)

- *Biscaha v. US Mortgage Lenders LLC*, No. 2025-010861-CA-01 (Fla. 11th Cir. Ct. 2025) ($244,800.00 Class Settlement)

- *Bobo v. Clover Network, LLC*, No. 2023CH000168 (DuPage County, Ill. 2024) ($15,000,000.00 Class Settlement)

- *Brown v. Progressive Mountain Ins. Co.*, No. 3:21-cv-00175 (N.D. Ga. 2025) ($43,000,000.00 Class Settlement)

- *Bruin v. Bank of America, N.A.*, Case No. 1:21-cv-02272 (S.D.N.Y. 2024) ($8,000,000.00 Class Settlement)

- *Cardero v. Fapoo LLC dba Honda of Aventura*, No. 2024-013693-CA-01 (Fla. 11th Cir. Ct. 2025) ($987,750.00 Class Settlement)

- *Davis v. Geico Casualty Company*, No. 19-cv-02477 (S.D. Oh. 2023) ($5,756,500.00 Class Settlement)

- *DeFranks v. Nastygal.com USA Inc*., No. 19-cv-23028-DPG (S.D. Fla. 2019) ($4,025,000.00 Class Settlement)

- *Dipuglia v. US Coachways, Inc*., No. 17-23006-Civ, 2018 U.S. Dist. LEXIS 72551 (S.D. Fla. 2018) ($2,600,000.00 Class Settlement)

- *Eisenband v. Schumacher Automotive, Inc.*, No. 18-cv-01061 (S.D. Fla. 2018) ($5,000,000.00 Class Settlement)

- *Fried v. Kaiser Foundation Health Plan, Inc.*, No. 2025-016220-CA-01 (Fla. 11th Cir. Ct. 2026) ($10,500,000.00 Class Settlement)

- *Galindo v. Infiniti of Clarendon Hills, Inc.*, No. 2025LA001161 (DuPage County, Ill. 2026) ($552,600.00 Class Settlement)

- *Gottlieb v. Citgo Corporation*, No. 16-cv-81911 (S.D. Fla. 2016) ($8,300,000.00 Class Settlement)

- *Hood v. The Lampo Group, LLC*, No. 2025-015136-CA-01 (Fla. 11th Cir. Ct. 2026) ($1,091,790.00 Class Settlement)

- *In re: GEICO General Insurance Co.*, No. 4:19-cv-03768 (N.D. Cal. 2022) ($19,500,000.00 Class Settlement)

- *Jacques v. Security National Insurance Company*, No. CACE-19-002236 (Fla. 17th Cir. Ct. 2021) ($6,000,000.00 Class Settlement)

- *Jones v. Washington State Employee's Credit Union*, No. 20-2-06596-5 (Superior Court of the State of Washington, County of Pierce) ($2,400,000.00 Class Settlement)

- *Johnson v. American Family Insurance* Company, No. 24SL-CC00378 (St. Louis County, Missouri 2024) ($22,000,000.00 Class Settlement)

- *Karpiel v. FRL Automotive LLC*, No. 2025-020201-CA-01 (Fla. 11th Cir. Ct. 2026) ($889,525.00 Class Settlement)

- *McPheeters v. United Serv. Auto. Ass'n & Garrison Prop. & Cas. Ins. Co.*, No. 1:20-CV-00414-TSB (S.D. Ohio 2022) ($10,250,000.00 Class Settlement)

- *Middleton v. Liberty Mut. Ins. Co.*, No. 1:20-cv-00668-DRC (S.D. Ohio 2023) ($14,404,000.00 Class Settlement)

- *Hinds-Thomas v. LM General Insurance Company*, No. 22SL-CC04131 (Circuit Court of St. Louis County, MO) ($8,669,083.00 Class Settlement)

- *Ostendorf v. Grange Indem. Ins. Co*., No. 2:19-CV-1147 (S.D. Oh. 2020) ($12,000,000.00 Class Settlement)

- *Papa v. Greico Ford Fort Lauderdale, LLC*, No. 1:18-cv-21897 (S.D. Fla. 2018) ($4,800,000.00 Class Settlement)

- *Pena v. John C. Heath, Attorney at Law, PLLC, d/b/a Lexington Law Firm*, No. 18-cv-24407-UU (S.D. Fla. 2018) ($11,450,863.00 Class Settlement)

- *Petit Beau v. Ocean Harbor Casualty Insurance Company*, No. CACE-18-029268 (Fla. 17th Cir. Ct.) ($4,500,000.00 Class Settlement)

- *Perry v. Progressive Michigan Ins. Co.*, No. 2022-971-CK (Washtenaw Cnty. Cir. Ct. Mich. 2024) ($61,000,000.00 Class Settlement)

- *Porter v. Big Sandy Furniture*, No. 2025-024608-CA-01 (Fla. 11th Cir. Ct. 2026) ($14,000,000.00 Class Settlement)

- *Sellers v. Bleacher Report, Inc.*, No. 2024-003537-CA-01 (Fla. 11th Cir. Ct. 2024) ($4,800,000.00 Class Settlement)

- *Soto-Melendez v. Banco Popular de Puerto Rico*, No. 3:20-cv-01057 (D.P.R. 2023) ($5,500,00.00 Class Settlement)

- *South v. Progressive Select Ins. Co.*, No. 19-cv-21760 (S.D. Fla. 2023) ($48,800,000.00 Class Settlement)

- *Reynolds v. Progresive Direct Ins. Co*., No. 5:22-cv-00503 (N.D. Ala. 2025) ($30,750,000.00 Class Settlement)

- *Volino v. Progressive Casualty Ins. Co.*, No. 1:21-cv-06243 (S.D.N.Y. 2025) ($48,000,000.00 Class Settlement)

More About Shamis & Gentile, P.A.

To learn more about our firm, please visit www.shamisgentile.com, or view links to our blogs at https://www.sflinjuryattorneys.com/blog/.