

IN THE CIRCUIT COURT, FOURTH
JUDICIAL CIRCUIT, IN AND FOR
DUVAL COUNTY, FLORIDA

CLASS REPRESENTATION

Case No. 16-2017-CA-004794-XXXX-MA
Division CV-E

BRENDAN HANEY, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

COSTA DEL MAR INC.,

Defendant.

**ORDER APPROVING CLASS NOTICE PLAN AND DIRECTING
NOTICE TO MEMBERS OF THE CERTIFIED CLASSES**

THIS CAUSE is before the Court upon “Plaintiff’s Motion for Order Approving Class Notice and Directing Notice to Members of the Certified Classes” (the “Motion”) filed on January 8, 2025. Defendant filed a response in opposition on February 18, 2025, and Plaintiff filed a reply on April 2, 2025. The Court held a hearing on April 17, 2025 (the “Hearing”).

Upon review of the parties’ submissions and the arguments of counsel at the Hearing, and being otherwise duly advised in the premises, the Court finds that the Motion is due to be GRANTED. Specifically, Plaintiff has shown that subject to the revisions agreed to by the Parties at the Hearing, the notice plan set forth in the Motion and exhibits thereto (the “Notice Plan”) constitutes the best notice practicable under the circumstances in satisfaction of Florida Rule of Civil Procedure 1.220(d)(2).

The Court finds that the cases cited by Defendant, including those raised by Defendant regarding due process concerns, are not persuasive as to the issue of notice under Rule 1.220(d)(2), and Defendant’s arguments regarding identification and class member claims verification are

premature at this point. The Court further finds that the Notice Plan is consistent with the findings and conclusions in the Court's Order Granting Class Certification entered on April 12, 2019. This Order is without prejudice to Defendant's arguments that may be raised in connection with other proceedings in this action.

The Court recognizes that, following the Hearing, the parties have continued to confer and have jointly agreed to certain minor modifications to the forms of notice proposed in the Motion that are consistent with the Court's findings and conclusions at the Hearing and set forth herein. Nothing in this Order should be construed to prohibit the parties from continuing to confer and make minor revisions to the Notice Plan as they jointly deem necessary or appropriate without the need for further Court action or approval.

Accordingly, it is hereby **ORDERED** and **ADJUDGED** as follows:

1. The Motion is **GRANTED**.
2. The Court hereby **APPROVES** the short-form and long-form notices appended as Exhibits 1 and 2, respectively, to this Order.
3. The Court **DIRECTS** Plaintiff to disseminate notice to the class members in the manner set forth in the Notice Plan, consistent with the Court's rulings herein and pursuant to Rule 1.220(d)(2).

DONE AND ORDERED in Chambers at Jacksonville, Duval County, Florida, this 24th day of April 2025.



HON. BRUCE R. ANDERSON, JR.
CIRCUIT JUDGE

A COPY OF THIS ORDER IS BEING SERVED ON THE FOLLOWING PARTIES VIA THE E-FILING PORTAL:

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If you are a Florida citizen who purchased nonprescription, non-promotional Costa sunglasses between July 28, 2013, and January 31, 2018, or were charged a fee by Costa to replace damaged sunglasses between July 28, 2012 and the present date (for sunglasses purchased before January 31, 2018), a class action lawsuit may affect your rights.

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

You received this Notice because records indicate that you may be part of a class action lawsuit pending in the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida (the “Court”). The lawsuit is known as *Haney v. Costa Del Mar Inc.*, Case No. 16-2017-CA-004794-XXXX-MA.¹ The company being sued is Costa Del Mar, Inc. (“Costa”). This Notice summarizes your rights and options before an upcoming trial.

What is the lawsuit about? The lawsuit claims that: (i) Costa’s promise to repair sunglasses for a “nominal fee” was false, unfair, deceptive, and likely to mislead a reasonable consumer; and (ii) Costa breached the “nominal fee” warranty when it charged consumers more than a nominal fee to repair sunglasses damaged by accident, normal wear and tear, or misuse. Costa denies that it engaged in any false, deceptive, or misleading conduct or that it breached any warranty as claimed in the lawsuit, denies the legal claims, and denies any wrongdoing or liability.

The Court has not decided who is right or wrong. There is no money available now, and no guarantee there will be. You will be notified if money or benefits become available. However, if you are a member of the class described above, your legal rights are affected, and you have a choice to make now.

Who is Part of the Class? You are a class member if you meet one of the following definitions defined by the Court:

All citizens of the State of Florida who, within the four years preceding the filing of the Complaint (between July 28, 2013, and January 31, 2018), purchased nonprescription, non-promotional Costa sunglasses for personal use.

All citizens of the State of Florida who, within the five years preceding the filing of the Complaint (from July 28, 2012 to the present), were charged a fee by Costa to replace damaged components of their nonprescription, non-promotional Costa sunglasses purchased before January 31, 2018.

What are my Options? If you are a Class member, you must choose whether to stay in the Class, appear in the lawsuit, or ask to be excluded. If you stay in the Class, and money or benefits are obtained for the Class, you will be notified about how you can share in any benefits for which you are eligible. You will be bound by all orders and judgments of the Court, whether favorable or not, and you won’t be able to sue Costa for the claims at issue in this case. If you want to stay in the Class, **YOU DO NOT HAVE TO DO ANYTHING NOW.**

You may choose to appear in the lawsuit by **Month Day, 2025**. If you choose to exclude yourself from the Class, you must mail a written request to the Court for exclusion, postmarked by **Month Day, 2025**. The [Long Form Notice](#) available at the website has more information on how to request to appear or to be excluded. If you exclude yourself, you cannot get any money or benefits from this lawsuit, but you will not be bound by any orders or

¹ You may have received a notice in connection with a settlement of a different lawsuit known as *Smith v. Costa Del Mar, Inc.*, Case No. 3:18-CV-1011-TJC-LLL, in the United States District Court, Middle District of Florida. The settlement in the *Smith* lawsuit was vacated and no longer is in effect

judgments in this case.

The Trial. Plaintiff will have to prove the claims at a trial. The trial is currently scheduled to begin August 11, 2025. There is no guarantee that the Plaintiff will win, or that he will get any money for the Class. Class Counsel will present the case for Plaintiff and the Class, and lawyers for the Costa will present on their behalf. You or your lawyer may attend the trial at your own expense, but you do not have to.

For more information, visit www.xxxxxxxxxx.com, or call 1-xxx-xxx-xxxx.

If you are a Florida citizen who purchased non-prescription, non-promotional Costa sunglasses between July 28, 2013 and January 31, 2018, or were charged a fee by Costa to replace damaged sunglasses between July 28, 2012 and the present date (for sunglasses purchased before January 31, 2018), a class action lawsuit may affect your rights.

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

- A class action lawsuit known as *Haney v. Costa Del Mar Inc.*, Case No. 16-2017-CA-004794-XXXX-MA is pending in the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida against Costa Del Mar, Inc. (“Costa”). The lawsuit claims that: (i) Costa’s promise to repair sunglasses for a “nominal fee” was false, unfair, deceptive, and likely to mislead a reasonable consumer; and (ii) Costa breached the “nominal fee” warranty when it charged consumers more than a nominal fee to repair sunglasses damaged by accident, normal wear and tear, or misuse.
- The class includes: All citizens of the State of Florida who: (i) between July 28, 2013, and January 31, 2018, purchased nonprescription, non-promotional Costa sunglasses for personal use or (ii) were charged a fee by Costa to replace damaged components of their nonprescription, non-promotional Costa sunglasses between July 28, 2012 and the present date (for sunglasses purchased before January 31, 2018).
- The Court has not decided who is right or wrong. There is no money available now, and no guarantee there will be. However, if you are a member of the class described above, your legal rights are affected, and you have a choice to make now.

This Notice may affect your rights. Please read this notice carefully.

EXCLUDE YOURSELF	Get out of this lawsuit. Get no benefits if any are available in the future. Keep your right to sue separately. If you ask to be excluded from this lawsuit and money or benefits are later awarded, you will not receive any money or benefits. You will keep any right to file your own lawsuit or be part of any other lawsuit against Costa at your own expense, and with your own lawyer about the same legal claims in this lawsuit.	Postmarked by: Month DD, 20YY
SEPARATE APPEARANCE	Make your own appearance in the lawsuit. You may (but are not required to) make a separate appearance in the lawsuit by the deadline.	Postmarked by: Month DD, 20YY
DO NOTHING	Stay in this lawsuit. Await the outcome. Give up the right to sue separately. By doing nothing, you keep the possibility of getting money or benefits that may come from a trial or a settlement. You will give up your right to sue Costa separately about the same legal claims in this lawsuit. You will be bound by any future judgment in this lawsuit.	

Questions? Go to www.XXXXXXXXXXX.com or call 1-XXX-XXX-XXXX

- The Plaintiff must prove his legal claims against Costa at trial. If you do not ask to be excluded from the lawsuit and money or benefits are obtained from Costa, you will be notified about how to receive your benefits.

BASIC INFORMATION

1. What is this Notice about?

This Notice explains that the Court has allowed, or “certified,” a class action lawsuit that may affect you if you are a citizen of the State of Florida who, within the four years preceding the filing of the Complaint, purchased nonprescription, non-promotional Costa sunglasses for personal use or who, within the five years preceding the filing of the Complaint, were charged a fee by Costa to replace damaged components of their nonprescription, non-promotional Costa sunglasses.

Judge Bruce Anderson of the Circuit Court, Fourth Judicial Circuit, in and for Duval County, Florida is overseeing this lawsuit. The lawsuit is known as *Haney v. Costa Del Mar Inc.*, Case No. 16-2017-CA-004794-XXXX-MA. You may have received a notice in connection with a settlement of a different lawsuit known as *Smith v. Costa Del Mar, Inc.*, Case No. 3:18-CV-1011-TJC-LLL, in the United States District Court, Middle District of Florida. The settlement in the *Smith* lawsuit was vacated and no longer is in effect.

2. What is a class action?

In a class action, one or more people (called class representatives) sue on behalf of all people who have similar legal claims. Together, all these people are called a class or class members. One court resolves the issues for all class members, except for those class members who timely exclude themselves (opt out) from the class.

The Class Representative in this lawsuit is Plaintiff Brendan Haney.

THE LEGAL CLAIMS IN THE LAWSUIT

3. What is the lawsuit about?

The lawsuit claims that (i) Costa’s statement that it replaces scratched lenses, frames and other parts damaged by accident, normal wear and tear, or misuse for a “nominal fee” is false, deceptive, and misleading in violation of the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), Fla. Stat. §§ 501.201, *et seq.*, and constitutes a breach of warranty under the Magnuson-Moss Warranty Act (“MMWA”), 15 U.S.C. §§ 2301, *et seq.*

Costa denies that it engaged in any false, deceptive, or misleading conduct or that it breached any warranty as claimed in the lawsuit, denies the legal claims, and denies any wrongdoing or liability. No court or other judicial entity has made any judgment or other determination of any wrongdoing by Defendant, or that any law has been violated. If Costa wins the lawsuit and you did not exclude yourself by the deadline, you will be bound by the judgment and cannot sue Costa later.

4. Has the Court decided who is right?

The Court has not decided whether Plaintiff or Costa is right. By establishing the class and providing this Notice, the Court has not decided and is not suggesting that Plaintiff will win or lose this lawsuit. The parties have a chance to prove or disprove their legal claims and/or defenses. Plaintiff must prove their legal claims at the trial. Costa still has the right to defend the claims at trial or summary judgment before trial.

5. What are the Plaintiffs asking for?

Plaintiff is asking for money for the class members for Costa's alleged wrongdoings. Plaintiff is also asking for injunctive relief or equitable relief (a legal term that means Plaintiff is asking Costa to stop doing the alleged wrongdoings) as decided by the Court, and attorneys' fees and costs for Class Counsel.

6. Is there any money or benefits available now?

No money or benefits are available now. The Court has not decided whether Costa did anything wrong, and Plaintiff and Costa have not settled the lawsuit. There is no guarantee money or benefits will be obtained in the future. You will be notified if money or benefits become available.

WHO IS IN THE CLASS

7. Am I part of the Class?

You are a class member if you meet one of the following definitions defined by the Court:

All citizens of the State of Florida who, within the four years preceding the filing of the Complaint (between July 28, 2013, and January 31, 2018), purchased nonprescription, non-promotional Costa sunglasses for personal use.

All citizens of the State of Florida who, within the five years preceding the filing of the Complaint (from July 28, 2012 to the present), were charged a fee by Costa to replace damaged components of their nonprescription, non-promotional Costa sunglasses purchased before January 31, 2018.

8. What if I am still not sure if I am in the Class?

If you are still not sure whether you are included in the class, you can get free help at www.XXXXXXX.com, by calling 1-XXX-XXX-XXXX, or writing to the lawyers in this lawsuit, at the address listed in Question 12.

YOUR RIGHTS AND OPTIONS

You must decide whether to stay in the class, appear in the lawsuit, or ask to be excluded (and keep your right to sue Costa in your own separate lawsuit).

Questions? Go to www.XXXXXXXXXXX.com or call 1-XXX-XXX-XXXX

9. What happens if I do nothing at all?

You do not have to do anything now if you want to keep the possibility of getting money or benefits from this lawsuit in the future. By doing nothing you are staying in the class and if Plaintiff obtains money or benefits in the future, you will be notified about how to get your share. If you do nothing now, you will not be able to sue or continue to sue Costa—as part of any other lawsuit—about the same legal claims in this lawsuit. You will also be legally bound by the orders and judgments, whether favorable or not.

10. Why would I ask to be excluded?

If you want to sue Costa on your own regarding the same legal claims in this lawsuit, or already have your own lawsuit against Costa regarding the same legal claims in this lawsuit and you want to continue with it, you need to ask to be excluded from the class. If you exclude or remove yourself from the class—sometimes called “opting-out” of the class—you will not get any money or benefits from this lawsuit even if Plaintiff wins at trial or there is a settlement. However, you may be able to sue or continue to sue Costa on your own. If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action lawsuit.

If you start your own lawsuit or continue with an existing lawsuit against Costa regarding the same legal claims in this lawsuit after you exclude yourself, you will have to hire your own lawyer(s) for that lawsuit, and you will have to prove your legal claims. If you do exclude yourself so you can start or continue your own lawsuit against Costa, you should talk to your own lawyer soon, because *your legal claims may be subject to a statute of limitations*, meaning that you may face a deadline after which you cannot sue.

11. How do I ask the Court to exclude me from the Class?

To exclude yourself from the class, you must mail a written request to the Court for exclusion, which includes the following:

- 1) Your name, address, telephone number, and email address (if any);
- 2) Your personal physical signature; and
- 3) A statement that you want to be excluded from the class, such as “I hereby request to be excluded from the class in *Haney v. Costa Del Mar Inc.*, Case No. 16-2017-CA-004794-XXXX-MA”

The exclusion request must be **mailed** to the Court at the following address, and be **postmarked** by **MONTH DD, 20YY**:

Clerk of Court
Fourth Judicial Circuit in and for Duval County, Florida
501 West Adams Street
Jacksonville, FL 32202

You cannot opt out (exclude yourself) by telephone or by email.

Questions? Go to www.XXXXXXXXXXX.com or call 1-XXX-XXX-XXXX

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of class members or multiple class members where the opt out hasn’t been signed by each and every individual class member will not be allowed.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this lawsuit?

Yes. The Court appointed the below law firm as “Class Counsel.” They are experienced in handling similar class action lawsuits. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

Peter Hargitai
Holland & Knight LLP
50 N. Laura Street, Suite 3900
Jacksonville, FL 32202

13. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you can hire your own lawyer at your own expense. For example, you can ask them to appear in Court for you if you want someone other than Class Counsel to speak for you.

14. How will the lawyers be paid?

If Class Counsel gets money or benefits for the class, they may ask the Court for an award of attorneys’ fees and expenses. You will not have to personally pay these attorneys’ fees and expenses. If the Court grants Class Counsels’ request, the attorneys’ fees and expenses will either be deducted from any money obtained for the class or paid separately by Costa.

THE TRIAL

15. How and when will the Court decide who is right?

Class Counsel will have to prove Plaintiff’s legal claims at a trial. Costa still has the right to challenge those claims at trial or before trial, including by filing a motion for summary judgment, which will be decided by the Judge. The trial is currently scheduled to begin August 11, 2025. During the trial, a Jury and the Judge will hear all of the evidence to help them reach a decision about whether Plaintiff or Costa are right about the legal claims in the lawsuit. There is no guarantee that Plaintiff will win, or that he will get any money for the class. Either party may then appeal.

16. Do I have to attend the trial?

No. You do not need to attend the trial. Class Counsel will present the case for Plaintiff and the class, and lawyers for the Costa will present on their behalf. You or your own lawyer may attend at your own expense.

17. Will I get money after the trial?

If Plaintiff obtains money or benefits as a result of the lawsuit, and you remain in the class, you will be notified about how to participate to receive money or benefits. It is unknown how long this will take.

GETTING MORE INFORMATION

18. How do I get more information?

This Notice contains a summary of the lawsuit and the proceedings. You can get additional information by visiting www.XXXXXXXX.com, calling 1-XXX-XXX-XXXX, or writing the Notice Administrator at:

Haney v. Costa Del Mar Inc.
Notice Administrator
PO Box XXXX
Portland, OR 972XX-XXXX

PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS REGARDING THIS NOTICE OTHER THAN IF YOU CHOOSE TO EXCLUDE OR APPEAR.

Questions? Go to www.XXXXXXXXXXXXXX.com or call 1-XXX-XXX-XXXX