

**If you are a U.S. citizen who purchased non-prescription, non-promotional Costa sunglasses before January 1, 2018, and were charged a fee by Costa to repair or replace damage to those sunglasses between April 3, 2015, and January 28, 2026, 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 *Reed v. Costa Del Mar Inc.*, Case No. 6:19-cv-1751, is pending in the U.S. District Court for the Middle District of Florida against Costa Del Mar, Inc. (“Costa”). The lawsuit alleges that Costa violated the Florida Deceptive and Unfair Trade Practices Act by falsely promising to repair or replace scratched lenses, frames, and other parts of its sunglasses damaged by accident, normal wear and tear, or misuse for a “nominal fee” and then charging more than a nominal fee for repairs.
- The class includes: All citizens of the United States who purchased nonprescription, non-promotional Costa sunglasses before January 1, 2018, and who were charged a fee by Costa from four years prior to the date of the filing of the Complaint to the present (*i.e.*, between April 3, 2015 and January 28, 2026), to repair or replace components of their sunglasses that Costa determined were damaged as a result of accident, normal wear and tear, or misuse. The class excludes Florida citizens.
- 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.**

<b>EXCLUDE YOURSELF (OPT-OUT)</b>	<b>Get out of this lawsuit. Get no benefits if any are available in the future. Keep your right to sue separately.</b> If you ask to be excluded from this lawsuit and money or benefits are later awarded, you will not receive any money or benefits. However, 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: <b>May 1, 2026</b>
<b>DO NOTHING</b>	<b>Stay in this lawsuit. Await the outcome. Give up the right to sue separately.</b> 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.	

- The Plaintiff must prove his legal claim 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.

**Questions? Go to [www.CostaRepairsClassAction.com](http://www.CostaRepairsClassAction.com) or call 1-877-269-6987**

## 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 United States who purchased nonprescription, non-promotional Costa sunglasses before January 1, 2018, and who were charged a fee by Costa between April 3, 2015 and February 25, 2026, to repair or replace components of their sunglasses that Costa determined were damaged as a result of accident, normal wear and tear, or misuse. The class excludes Florida citizens.

Judge Roy B. Dalton, Jr., of the United States District Court for the Middle District of Florida, is overseeing this lawsuit. The lawsuit is known as *Reed v. Costa Del Mar, Inc.*, Case No. 6:19-cv-1751. 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 is no longer 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 Gerald E. Reed, IV.

## THE LEGAL CLAIMS IN THE LAWSUIT

### 3. What is the lawsuit about?

The lawsuit alleges that Costa falsely promised to replace scratched lenses, frames, and other parts of its sunglasses damaged by accident, normal wear and tear, or misuse for a “nominal fee” and then charged more than a nominal fee for repairs in violation of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. §§ 501.201, *et seq.*

Costa denies that it engaged in any unfair or deceptive conduct as claimed in the lawsuit, denies the legal claims, and denies any wrongdoing or liability.

No court has made any judgment or other determination of any wrongdoing or violation of law by Costa. If you do not exclude yourself by the deadline, you will be bound by any judgment in the lawsuit, win or lose, and cannot sue Costa later about the same legal same claims in this lawsuit.

### 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 his legal claim to prevail at the trial, and Costa still has the right to defend the legal claims at trial.

### 5. What is the Plaintiff asking for?

Plaintiff is asking for money for the class members for Costa’s alleged wrongdoing as decided by the Court, and attorneys’ fees and costs for Class Counsel.

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## **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. If you remain in the class, 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 the following definition of the class:

All citizens of the United States who purchased nonprescription, non-promotional Costa sunglasses before January 1, 2018, and who were charged a fee by Costa from four years prior to the date of the filing of the Complaint to the present (*i.e.*, between April 3, 2015 and January 28, 2026), to repair or replace components of their sunglasses that Costa determined were damaged as a result of accident, normal wear and tear, or misuse. The class excludes Florida citizens.

### **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.CostaRepairsClassAction.com](http://www.CostaRepairsClassAction.com), by calling 1-877-269-6987, or writing to the lawyers in this lawsuit, at the address listed below.

## **YOUR RIGHTS AND OPTIONS**

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

### **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 if 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.

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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 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 *Reed v. Costa Del Mar, Inc.*, Case No. 6:19-cv-1751.”

The exclusion request must be **mailed** to the Notice Administrator at the following address, and be **postmarked by May 1, 2026**:

*Reed v. Costa Del Mar, Inc.*  
Notice Administrator  
PO Box 6790  
Portland, OR 97228-6790

Please note that, per the U.S. Postal Service, mail may *not* be postmarked the day it is deposited in a mailbox or at a local post office. Postmarks occur when mail reaches a processing facility. To meet a postmark deadline, **mail at least a week prior to a postmark deadline**, get a manual postmark in-person at any post office, or send via Certified Mail.

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

“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 has not been signed by each and every individual class member will not be allowed.

### 12. Can I appear in the lawsuit?

Yes. If you do not exclude yourself from the class, you have the option to make an appearance in the lawsuit through an attorney you retain at your own expense. The deadline to make an appearance is **May 1, 2026**. You do not have to make an appearance in the lawsuit to be eligible to receive any money or benefits that Plaintiff and Class Counsel obtain on behalf of the class.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in this lawsuit?

Yes. The Court appointed the lawyers below 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.

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Peter Hargitai, Joshua  
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HOLLAND & KNIGHT LLP  
50 N. Laura Street, Suite 3900  
Jacksonville, FL 32202

#### **14. 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.

#### **15. 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**

#### **16. 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 legal claims at trial or before trial. The trial is currently scheduled to begin in the May 4, 2026 trial term, on or after May 4, 2026. 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 is right about the legal claims in the lawsuit. There is no guarantee that Plaintiff will win or get any money for the class. Either party may then appeal.

#### **17. 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 Costa will present on its behalf. You or a lawyer you retain may attend at your own expense.

#### **18. 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

### 19. 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.CostaRepairsClassAction.com](http://www.CostaRepairsClassAction.com), calling 1-877-269-6987, or writing the Notice Administrator at:

*Reed v. Costa Del Mar, Inc.*  
Notice Administrator  
PO Box 6790  
Portland, OR 97228-6790

**PLEASE DO NOT CONTACT THE COURT WITH  
QUESTIONS REGARDING THIS NOTICE**