

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

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

JULIETTE BLATT, et al

Plaintiff(s) / Petitioner(s)

v.

Barefoot Dreams, Inc.

Defendant(s) / Respondent(s)

_____/

**ORDER ON MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

On May 1, 2026, the Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement and Release between Plaintiffs Abby Grubor and Juliette Blatt ("Plaintiffs"), on behalf of themselves and all members of the Settlement Class, and Defendant Barefoot Dreams, Inc. ("Defendant") (collectively, the "Parties"). The Court also provisionally certified the Settlement Class for settlement purposes, approved the procedure for giving Class Notice to the members of the Settlement Class, and the Parties set a Final Approval Hearing to take place on August 17, at 8:30 a.m.

On August 17, 2026 at 8:30 a.m. and September 24, 2026, at 8:45 a.m. 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 Plaintiffs' Complaint with prejudice and against all persons or entities who are Settlement Class Members herein who have not requested exclusion from the Settlement Class; 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 a Service Award to Plaintiffs.

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

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

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.

Final Class Certification and Appointment of Class Representatives and Class Counsel

4. 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. Pursuant to Fla. R. Civ. P. 1.220, and finding the above factors satisfied, this Court hereby finally certifies for settlement purposes the following Settlement Class: “all living United States residents who purchased a product from www.barefootdreams.com or any of Defendant’s associated URLs from October 14, 2023 to and through the date of Notice.”

Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) the Defendant, its subsidiaries, parent companies, successors, predecessors, and any entity in which the Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) persons who properly execute and file a timely request for exclusion from the class; (4) the legal representatives, successors or assigns of any such excluded persons.

6. The Court finally appoints Philip L. Fraietta and Stephen A. Beck of Bursor & Fisher, P.A. as Class Counsel for the Settlement Class, and finds each of them to be adequate, experienced counsel to

represent the class.

7. The Court finally designates Plaintiffs as the Class Representatives, as they are adequate to represent the class.

Notice and Claims Process

8. The Court makes the following findings on notice to the Settlement Class:

- a. The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best 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) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fla. R. Civ. P. 1.220, due process, 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; (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, and (iv) the claims process was fair, reasonable, and adequate as evidenced by the robust participation from Settlement Class Members, and by the fact that no Settlement Class Member claims were

rejected based on an incorrect or incomplete IP address submission. No Settlement Class Members requested exclusion and only two submitted objections.

Final Approval of the Class Action Settlement

9. Having considered the Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceeding had herein, all oral and written comments received regarding the Settlement, and having reviewed the record in this litigation, the Settlement Agreement is finally approved in all respects as fair, reasonable and adequate, and proper in terms of the scope of its release. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith, and at arm's-length, 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. Specifically, given the complexity of the advertising pixel claims at issue, the limited objections to the Settlement, and the substantial risks and expense of litigating such complicated theories and facts (and attendant probability that class members would not recover) this Settlement represents a reasonable, fair, and adequate result for the Settlement Class.

Administration of the Settlement

10. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Administrator is directed to provide Claim Settlement Payments (\$8.00 USD) to those Settlement Class Members who submit valid, timely, and complete Claims, and to distribute attorneys' fees to Class Counsel, Service Awards to Plaintiffs, and the Reversionary Payment to Defendant as described below and in the Settlement Agreement.

11. The Court has analyzed and hereby approves Class Counsel \$285,000 in attorneys' fees, litigation costs, and expenses from the Total Gross Settlement. For the reasons set forth herein, as well as Plaintiffs' Unopposed Motion for Final Approval, Plaintiffs' Supplemental Brief, and Defendant's Reply, the Court finds: Class Counsel reasonably expended 284.30 hours at a reasonable rate of \$615.35, for a base lodestar of \$174,943.57. Applying a contingency risk multiplier of 1.63, within the maximum permitted by *KeyCite Yellow Flag Kuhnlein v. Dep't of Revenue*, 662 So. 2d 309 (Fla. 1995),

the Court awards \$285,000. The multiplier is warranted because the relevant market required an enhancement to obtain competent counsel willing to prosecute these novel tracking-pixel and wiretap claims on a wholly contingent basis. Counsel could not mitigate the risk of nonpayment, and the difficulty of the issues and the results obtained support enhancement. The award of attorneys' fees and costs to Class Counsel shall be paid from the Settlement Fund within the time period and manner set forth in the Settlement Agreement.

12. 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 Class's 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 Plaintiffs, who have reviewed the Settlement Agreement and been informed of Class Counsel's fee request and have 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 the amount sought in attorneys' fees and costs.

13. The Court awards Service Awards in the amount of \$5,000 to each Plaintiff, Abby Grubor and Juliette Blatt, payable pursuant to the terms of the Settlement Agreement.

Release of the Claims

14. Upon entry of this Final Approval Order, all members of the Class who did not validly and

timely submit Requests for Exclusion in the manner provided in the Settlement 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.

15. Furthermore, all members of the Class who did not validly and timely submit Requests for Exclusion in the manner provided in the Settlement 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.

16. 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 Plaintiffs and all other Settlement Class Members, as well as their heirs, executors and administrators, successors, and assigns.

17. The Releases, which are set forth in the Settlement Agreement 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 in the Settlement Agreement) are forever released, relinquished, and discharged by the Settlement Class Members (as set forth in the Settlement Agreement) from all Released Claims (as set forth in the Settlement Agreement).

18. Plaintiffs 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.

No Admission of Liability

19. 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 of the Released Parties 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 of the Released Parties;
- b. offered by any person or received against Defendant or any of the Released Parties as evidence of a presumption, concession, or admission of any fault or violation of any law by Defendant or any of the Released Parties; or
- c. offered by any person or received against Defendant or any of the Released Parties 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.

Objection to Settlement

20. The Court hereby overrules the objection filed by Gregory F. Pilcher. For the reasons set forth herein and in Plaintiff's Motion for Final Approval, the Class Notice provided hereunder readily

satisfies Fla. R. Civ. P. 1.220, and the claims process was not “outrageous” as asserted by the objector. Many thousands of Settlement Class Members successfully submitted valid claims, further reinforcing the fairness and reasonableness of the Class Notice process. The relief provided by the Settlement and the terms of the Settlement are also fair, reasonable, and adequate, as they fall squarely in line with dozens of other similar privacy-related settlements that have been approved by state and federal courts throughout Florida and the country.

21. The Court also overrules the objection filed by Melissa Cole. As explained by the Parties’ briefing in support of Final Approval, this objection misunderstands the nature of the claims and allegations in this action, and therefore relies on a fundamentally incorrect premise in challenging the relief provided to Settlement Class Members. The Court further disagrees with Objector Cole’s objection to the adequacy of the settlement value, which in the Court’s view is both adequate and reasonable in light of the novelty of Plaintiffs’ claims and the substantial risks Settlement Class Members faced in litigating this case through completion.

22. In sum, this Settlement is fair, reasonable, and adequate, and these two objections are overruled.

Other Provisions

23. This Final Approval Order and the Settlement Agreement (including the Exhibits thereto) may be filed in any action against or by any of the Released Parties (as that term is defined in 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.

24. 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.

25. 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.

26. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiffs 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 in Chambers at Broward County, Florida on 26th day of September, 2026.


CACE26003507 09-26-2026 10:08 AM

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Hon. Michele Towbin Singer

CIRCUIT COURT JUDGE

Electronically Signed by Michele Towbin Singer

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