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

CASE NO. **CACE26001543** DIVISION: **18** JUDGE: **Fahnestock, Fabienne E (18)**

Annette Sophin

Plaintiff(s) / Petitioner(s)

v.

WISP, INC.

Defendant(s) / Respondent(s)

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FINAL APPROVAL ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND APPLICATION FOR ATTORNEY'S FEES, COSTS, AND SERVICE AWARDS

WHEREAS, on July l3, 2026, Plaintiff, Annette Sophin, filed an Unopposed Motion for Final Approval of Class Action Settlement and Application for Attorney's Fees, Costs, and Service Award;

WHEREAS, on April 14, 2026, the Court entered its Preliminary Approval Order, which, *inter alia*: (1) preliminarily approved the Settlement; (2) determined that, for purposes of the Settlement only, the Action should proceed as a class action and certified the Settlement Class; (3) appointed Plaintiff as Class Representative; (4) appointed Jeff Ostrow as Class Counsel; (5) appointed Kroll Settlement Administration Services, LLC as the Settlement Administrator; (6) approved Notice Program and form and manner of the Notice; (7) approved the Claim Process and the form and manner of the Claim Form; and (8) set the Final Approval Hearing date;

WHEREAS, thereafter, Notice was provided to the Settlement Class in accordance with the Court's Preliminary Approval Order by Email Notice and the Long Form Notice available to Settlement Class members on the Settlement Website or on request to the Settlement Administrator;

WHEREAS, there were no objections to the Settlement and only 15 Settlement Class Members opted out of the Settlement;

WHEREAS, on August 5, 2026, the Court held a Final Approval Hearing to determine whether the Settlement was fair, reasonable, and adequate, and to consider settlement Class Counsel's Application for Attorneys' Fees, Costs, and Service Awards;

WHEREAS, based on the foregoing, having considered the papers filed and proceedings held in connection with the Settlement, having considered all of the other files, records, and proceedings in the Action, and being otherwise fully advised,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. This Final Approval Order incorporates the definitions in Section 1 of the Settlement Agreement.

2. The Notice provided to the Settlement Class in accordance with the Preliminary Approval Order was the best notice practicable under the circumstances and constituted due and sufficient notice of the proceedings and matters set forth therein to all persons entitled to notice. The Notice and Notice Program fully satisfied the requirements of the due process clauses of the United States Constitution and the Florida Constitution, Florida Rule of Civil Procedure 1.220 and all other applicable law and rules. The Claims Process was fair, and the Claim Form was easy to read and understand.

3. The terms of the Settlement are fair, adequate, and reasonable. In so finding, the Court has considered several factors, 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 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.

4. Based on the information presented to the Court, the Claims Process has proceeded as ordered and consistent with the Agreement and Preliminary Approval Order. All Settlement Class Members who submitted Valid Claims shall receive their Cash Payment pursuant to the Settlement's terms. All Settlement Class Members who did not submit a Claim, or for whom the Claim is determined to be invalid, shall still be bound by the terms of the Settlement and Releases therein.

5. The distribution plan for Settlement Class Member Benefits proposed by the Parties in the Agreement is fair, reasonable, and adequate.

6. Class Representative and Class Counsel have fairly and adequately represented and will continue to adequately represent and protect the interests of Settlement Class Members in connection with the Settlement.

7. Because the Court grants Final Approval of the Settlement set forth in the Agreement as fair, reasonable, and adequate, the Court authorizes and directs implementation of all terms and provisions of the Settlement.

8. All Parties to this Action, including all Settlement Class Members, are bound by the Settlement as set forth in the Agreement and this Order.

9. The appointment of Plaintiff as Class Representative is affirmed.

10. The appointment of Class Counsel is affirmed.

11. The appointment of the Settlement Administrator is affirmed.

12. The Court affirms its findings that the Settlement Class meets the relevant requirements of Florida Rule of Civil Procedure 1.220(a) and (b)(2) and (3) for only the purposes of the Settlement in that: (1) the number of members of the Settlement Class is so numerous that joinder is impracticable; (2) there are questions of law and fact common to the members of the Settlement Class; (3) the claims of Plaintiff are typical of the claims of the members of the Settlement Class; (4) Plaintiff is an adequate representative for the Settlement Class, and has retained experienced and adequate Class Counsel; (5) the questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual members of the Settlement Class; and (6) a class action is superior to the other available methods for the fair and efficient adjudication of the controversy. In finding the Settlement fair, reasonable, and adequate, the Court has also considered that there were no objections to the Settlement, and only thirteen opt outs, indicating an overwhelmingly positive reaction from the Settlement Class, and the opinion of competent counsel concerning such matters.

13. Therefore, the Court finally certifies the following Settlement Class:

> All United States citizens who purchased a product on hellowisp.com between February 1, 2018, through September 9, 2025.

Excluded from the Settlement Class are (a) all persons who are directors and officers of Defendant; (b) Defendant's legal representatives; (c) governmental entities; and (d) the Judge assigned to the Action, the Judge's immediate family, and Court staff.

14. Judgment shall be, and hereby is, entered dismissing the Action with prejudice, on the merits.

15. As of the Effective Date, and in exchange for the relief described in the Agreement, the Releasing Parties shall release the Released Parties from the Released Claims.

16. Settlement Class Members Bradley Edwards, Ashley Galluzzo, George Pena, Shanika Mcgrone, Mylah Fuselier, Lindsay Moeller, Allison Whatley, Sanabria Williams, Aeri Seo, Jenie Vargas, Emma Hawkins, Erin Bauer, Brennan Mallonee, Caitlin Mcnaughton, and Jessica Allison have timely and properly opted-out of the Settlement. These individuals will not be bound by the Settlement, including the Releases contained therein.

17. Class Counsel is awarded $1,500,000.00 for attorneys' fees and costs. This payment shall be made by Defendant in accordance with the Agreement. The Court evaluated Settlement Class Counsel's request, and the Court concludes that the amount is fair and within the range of reasonableness.

18. The Class Representative shall be awarded a Service Award in the amount of $5,000.00. The Service Award shall be payable by Defendant in accordance with the Agreement.

19. Plaintiff and all Settlement Class Members and Releasing Parties, and persons purporting to act on their behalf, are permanently enjoined from commencing or prosecuting (either directly, representatively, or in any other capacity) any of the Released Claims against any of the Released Parties in any action or proceeding in any court, arbitration forum, or tribunal.

20. The Court hereby retains and reserves jurisdiction over: (1) implementation of this Settlement and any distributions to the Settlement Class Members; (2) the Action, until the Effective Date, and until each and every act agreed to be performed by the Parties shall have been performed pursuant to the terms of the Agreement, including the exhibits appended thereto; and (3) all Parties, for

the purpose of enforcing and administering the Settlement.

21. In the event the Effective Date of the Settlement does not occur, the Settlement shall be rendered null and void to the extent provided by and in accordance with the Agreement, and this Final Approval Order and any other order entered by this Court in accordance with the terms of the Agreement shall be vacated, *nunc pro tunc*. In such event, all orders entered and releases delivered in connection with the Settlement shall be 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 proceeding. The Action shall return to its status immediately prior to execution of the Agreement.

22. All Settlement Class Members shall be bound by this Final Approval Order.

23. There being no just reason for delay, the Clerk of Court is hereby directed to enter final judgment forthwith pursuant to Florida Rules of Civil Procedure.

DONE AND ORDERED in Chambers at Broward County, Florida on 5th day of August, 2026.



CACE26001543 08-05-2026 11:40 AM
Hon. Fabienne Fahnestock
CIRCUIT COURT JUDGE
Electronically Signed by Fabienne Fahnestock

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