

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered into by and between Plaintiffs Mayo Inoue, Taylor Pulbrook, Alyssa Schaffer, Laura Vincenzi, and Andrea Ciampi, individually and on behalf of the Settlement Class (“Plaintiffs” or “Class Representatives”), on the one hand, and Defendant FTD, LLC (“FTD” or “Defendant”), on the other hand.

I. RECITALS

A. On January 29, 2025, Plaintiff Mayo Inoue filed a Class Action Complaint on behalf of herself and a putative class against Defendant in the Northern District of Illinois. *Inoue v. FTD, LLC*, Case No. 1:25-cv-01016, ECF No. 1 (N.D. Ill. Jan. 29, 2025) (the “*Inoue* Action”). Plaintiff Inoue alleged that she purchased floral arrangements for delivery on Defendant’s website and that Defendant misled and deceived consumers by advertising product prices without disclosing mandatory delivery fees, which were revealed only at the final step of a multi-step checkout process. Based on this conduct, Plaintiff alleged claims under various state consumer protection statutes.

B. On April 16, 2025, Plaintiff Inoue filed an Amended Complaint that added Plaintiffs Pulbrook, Schaffer, Vincenzi, and Ciampi as additional named Plaintiffs asserting materially similar claims against Defendant arising from their purchase of floral arrangements for delivery on websites operated by Defendant. *Id.* at ECF No. 43.

C. On September 12, 2025, Defendant filed a motion to compel individual arbitration of Plaintiffs’ claims and stay the proceedings. *Id.* at ECF No. 65. The briefing of the motion was completed on November 5, 2025. (*id.* at ECF No. 78).

D. Before the motion to compel arbitration was filed and after it had been fully briefed, Plaintiffs and Defendant (collectively, the “Parties”) engaged in settlement discussions and agreed

to participate in private mediation before the Hon. Wayne R. Andersen (Ret.), former United States district judge of the United States District Court for the Northern District of Illinois. The Parties' mediation efforts included multiple sessions with Judge Andersen, including on August 7, 2025 and on February 23, 2026. At the end of the second mediation, the Parties reached an agreement in principle on the material terms of a class action settlement, contingent on drafting and court approval of a full suite of settlement documents. Additionally, the Plaintiffs agreed to dismiss the *Inoue* Action and re-file the instant action in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the "Action"), asserting substantially similar false and deceptive advertising claims on behalf of the Settlement Class (as defined below).

E. Prior to the mediation, the Parties exchanged information on the merits of this case, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant's defenses. Given that the information exchanged was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses. The Defendant also produced information to Plaintiffs' counsel concerning the structure of the delivery fees charged by Defendant during the relevant period and the value of the delivery fees paid by the putative class.

F. Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, and further contends that, for any purpose other than this Settlement, the Action is not appropriate for class treatment. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action. Defendant maintained during the entire pendency of the Action, and continues to maintain, that the challenged representations are not deceptive or misleading as a matter of law.

G. Before and during these settlement discussions and mediation, the Parties had exchanged sufficient information to permit Plaintiffs and their counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions.

H. Based on the above, the current state of the law, the expense, burden and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of the Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon Plaintiffs and the Settlement Class Members (defined below) pursuant to this Agreement, Class Counsel (defined below) has concluded that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class (defined below) in light of all known facts and circumstances.

I. While Defendant denies any wrongdoing or liability arising out of any of the facts or conduct alleged in the Action and believes that it has valid defenses to Plaintiffs' claims, in order to avoid further expense, inconvenience, and interference with business operations and to dispose of litigation, Defendant has determined that the Settlement is in its best interests.

J. NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED that it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Action which exist between the Plaintiffs and the Settlement Class on the one hand, and Defendant, on the other hand. Therefore, it is the intention of Plaintiffs and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the Released Claims (defined below) against Defendant.

II. DEFINITIONS

As used in this Agreement and all related documents, the following defined terms have the meaning set forth below:

A. “Agreement” means this Settlement Agreement and Release, together with all exhibits hereto.

B. “Class Counsel” means Edwin E. Elliott, Shamis & Gentile, P.A.; Scott Edelsberg, Edelsberg Law, P.A.; and Jeffrey D. Kalien, Kalien Gold PLLC.

C. “Class Period” means January 29, 2021 to January 29, 2025.

D. “Claim(s)” or “Claim Form(s)” means the claim form submitted by a Settlement Class Member, in the form attached hereto as “**Exhibit 1**,” to receive a Settlement Award pursuant to Section III.D.

E. “Claim Deadline” means the last date by which a Claim submitted to the Settlement Administrator by a Settlement Class Member for a Settlement Award must be electronically submitted, emailed, or postmarked, which shall be fifty-two (52) days after the Notice Date.

F. “Claim Period” means the time period beginning on the Notice Date and ending on the Claim Deadline, in which the Settlement Class may submit a Claim Form.

G. “Claims Process” means the process for Settlement Class Members to submit Claims, as described in Section III.D.

H. “Court” means the Eleventh Judicial Circuit in and for Miami-Dade County, Florida.

I. “Days” means calendar days except as expressly noted otherwise. If a deadline falls on a weekend or holiday it will move to the next non-weekend or non-holiday Day.

J. “Effective Date” means (a) if no objection is raised, including with respect to Class Counsel’s Attorneys’ Fees and Costs (defined below) and any Service Awards, the date on which the Final Approval Order and Judgment is entered; or (b) if any objections are raised, including with respect to Class Counsel’s Attorneys’ Fees and Costs and any Service Awards, the latest of:

(i) the expiration date of the time for filing or notice of any appeal from the Final Approval Order and Judgment with no appeal(s) having been filed or noticed, (ii) if such appeal is filed, the termination of all appeal(s) on terms that affirm the Final Approval or dismiss the appeal(s) with no material modification to the Final Approval. As used in this paragraph, the phrase “termination of all appeal(s)” means the date on which the relevant appellate court issues its remittitur.

K. “Final Approval” means the date the Court finally approves the Settlement of this Action and enters judgment in the Action.

L. “Final Approval Hearing” means the hearing(s) at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable, and adequate and entry by the Court of the Final Approval Order and Judgment, which shall be no sooner than one hundred and twenty (120) days after Preliminary Approval (or such other date ordered by the Court).

M. “Final Approval Order and Judgment” means the order and judgment that the Court enters upon Final Approval of the Settlement in connection with the Final Approval Hearing, approving this Agreement as fair, adequate, and reasonable and in the best interests of the Settlement Class 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, the proposed form of which is attached hereto as “**Exhibit 2.**”

N. “FTD Websites” means FTD.com and Proflowers.com.

O. “Long-Form Notice” means the notice of this proposed Settlement made available on the Settlement Website and upon request from the Settlement Administrator, in substantially the form attached hereto as “**Exhibit 3.**”

P. “Notice” means the e-mail individual notices of this proposed Settlement which are to be sent to Settlement Class Members substantially in the manner set forth in this Agreement, are consistent with the requirements of Due Process, Rule 1.220, Fla. R. Civ. P., and are substantially in the form attached hereto as “**Exhibit 4.**”

Q. “Notice and Claims Administration Costs” means (a) costs of the Settlement Administrator for providing notice to persons in the Settlement Class (including, but not limited to delivery of the Notice and creation of the Settlement Website); (b) costs of the Settlement Administrator for administering the Settlement, including, but not limited to, the cost of providing Settlement Awards, and the cost of processing Claim Forms; and (c) the fees, expenses and all other costs of the Settlement Administrator incurred in connection with this Settlement.

R. “Notice Deadline” or “Notice Date” means the date on which the notice described in Section IV of the Agreement is first issued, which shall be no later than thirty (30) days following entry of Preliminary Approval.

S. “Objection/Exclusion Deadline” means the date fifty-two (52) days after the Notice Deadline.

T. “Preliminary Approval” means the date the Court enters an order preliminarily approving the Settlement of the Action, including but not limited to, the terms and conditions of this Agreement.

U. “Preliminary Approval Order” means the order entered by the Court conditionally certifying the Settlement Class and granting preliminary approval of the Settlement, the proposed form of which is attached hereto as “**Exhibit 5.**”

V. “Released Claims” means all claims to be released pursuant to Section III.C of this Agreement.

W. “Service Award” means a payment in the amount of \$2,500 or a lesser amount approved by the Court to each Class Representative.

X. “Settlement Administrator” means Epiq Systems, Inc. or such other reputable third-party agent or administrator agreed to by the Parties and appointed by the Court to oversee the distribution of Notice, as well as the processing and payment of Valid Claims to the Settlement Class as set forth in this Agreement.

Y. “Settlement Class” means all natural persons in the United States who ordered flowers and other products for delivery from the FTD Websites and paid a delivery, shipping, handling, or service fee on their purchase during the Class Period. Excluded from the Settlement Class are governmental entities; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of its respective current and former employees, officers, and directors, and immediate families of the current and former employees, officers, and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date concerning Defendant’s charging, disclosure, or advertisements of delivery, shipping, handling, or service fees through the FTD Websites.

Z. “Settlement Award” means either a \$5 cash award or, in the alternative, a \$15 voucher to be used on the FTD Websites pursuant to Section III.D.

AA. “Settlement Class List” means the list generated by FTD containing the last known available contact information for persons that fall under the definition of the Settlement Class, which FTD will provide to the Settlement Administrator within ten (10) business days of the Preliminary Approval Order.

BB. “Settlement Class Member” means any member of the Settlement Class who does not submit a valid request for exclusion prior to the expiration of the Objection/Exclusion Deadline.

CC. “Settlement Website” means the website to be established by the Settlement Administrator for purpose of providing notice, Claim Forms, the electronic submission of Claim Forms, and other information regarding this Agreement, as described in Section IV.D.

DD. “Valid Claim” means a claim submitted in compliance with this Agreement and determined to be valid, timely and non-duplicative by the Settlement Administrator.

III. TERMS OF SETTLEMENT

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Contingent on Court Approval. This Agreement is contingent upon the issuance by the Court of both Preliminary Approval and Final Approval. Should the Court not issue Preliminary Approval and Final Approval, Defendant does not waive, and instead expressly reserves, all rights to defend the Action. This Agreement is made for Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant.

B. Consent to Certification is Conditional. Defendant hereby consents, solely for the purposes of the Settlement set forth herein, to the certification of the Settlement Class, and appointment of Class Counsel as counsel for the Settlement Class and Plaintiffs as a representative of the Settlement Class; provided, however, that if this Agreement fails to receive a Final Approval Order and Judgment, then Defendant retains all rights they had immediately preceding the execution of this Agreement to object to the propriety of class certification in all other contexts and for all other purposes. The fact that Defendant conditionally consented herein to certification of the Settlement Class shall not be used against Defendant by any Party or non-party for any

purpose in the Action or any other action, lawsuit, or proceeding of any kind whatsoever. In the event the Court does not issue a Final Approval Order, or if the Agreement is voluntarily or involuntarily terminated for any reason, then Defendant's consent to certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy and shall be inadmissible under the Florida Rules of Civil Procedure, Florida Rules of Evidence, and any applicable state law or rule of civil procedure or evidence. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant shall not be deemed to have waived any opposition or defenses it has to any aspect of the claims asserted herein or to whether those claims are amenable to class-based treatment.

C. Releases and Limitations of Liability.

1. Release of FTD. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Plaintiffs and the Settlement Class shall fully release and discharge Defendant and all its present and former parent companies, subsidiaries, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, affiliates, successors, personal representatives, heirs and assigns, endorsers, consultants, and any and all other entities or persons upstream and downstream in their sales and delivery channels (together, the "Discharged Parties") from all claims, demands, actions, and causes of action of any kind or nature whatsoever, known or unknown, whether at law or equity, arising under common law,

regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Plaintiffs or Settlement Class Members ever had, now have, may have, or hereafter can, shall or may ever have against the Discharged Parties in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to FTD's charge, advertisement, or the disclosure of any delivery, handling, or service fees on the FTD Websites during the Class Period and the claims alleged in the operative complaint in the Action ("Released Claims"), notwithstanding that Plaintiffs and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Released Claims herein.

Plaintiffs and the Settlement Class expressly understand and acknowledge that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs and the Settlement Class hereby agree that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles, to the extent they are found

to be applicable herein are hereby knowingly and voluntarily waived, relinquished and released by Plaintiffs and each Settlement Class Member.

2. Release of Class Representatives and Class Counsel. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement benefits described in this Agreement, Defendant shall fully release and discharge Class Representatives and Class Counsel from all claims, demands, actions, and causes of action of any kind or nature whatsoever, known or unknown, whether at law or equity, arising under common law, regulatory law, statutory law, or otherwise, whether based on federal, state or local law, statute, ordinance, regulation, code, contract, common law, or any other source, or any claim that Defendant ever had, now has, may have, or hereafter can, shall or may ever have against Class Representatives, and Class Counsel in any other court, tribunal, arbitration panel, commission, agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of, connected with, arising from, or in any way whatsoever relating to the institution or prosecution of the Action, notwithstanding that Defendant acknowledges that it may hereafter discover facts in addition to or different from those that it now knows or believes to be true concerning the subject matter of the Action and/or the Released Claims herein.

Defendant expressly understands and acknowledges that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Defendant hereby agrees that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles, to the extent they are found to be applicable herein are hereby knowingly and voluntarily waived, relinquished and released by Defendant.

D. Compensation and Relief to the Settlement Class and Claims Administration. In consideration for the complete and final settlement of the Action and the Released Claims, Defendant shall issue Settlement Awards to Settlement Class Members who submit a Valid Claim, subject to the following provisions:

1. Claims Process. Settlement Class Members may make a Claim for a Settlement Award by submitting a Claim Form to the Settlement Administrator via a web form on the Settlement Website (a link to which shall be provided in the Notice sent to Settlement Class Members, as provided for herein) during the Claim Period. Claim Forms can also be submitted via email to the Settlement Administrator or by U.S. mail to the Settlement Administrator. A claim shall be a Valid Claim only if submitted on the Claim Form and pursuant to and in compliance with the procedures set forth in this Agreement. Submission of a claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Settlement Class Member, or any other person, except as expressly provided herein.

2. Claim Forms must be submitted no later than the Claim Deadline. Claim Forms submitted after the Claim Deadline will not be Valid Claims. Claim Forms may be submitted online on the Settlement Website on a date no later than the Claim Deadline. Claim Forms can also be submitted via email to the Settlement Administrator or by U.S. mail to the Settlement Administrator. The delivery date of a Claim Form is deemed to be the date the Claim

Form is received by the Settlement Administrator by email or electronically through the Settlement Website, as evidenced by the electronic transmission receipt, or, if the Claim Form is submitted by U.S. mail, the date the Claim Form is deposited in the U.S. mail, as evidenced by the postmark. On the Claim Form, the Settlement Class Member, or a person with authority to sign and bind the Settlement Class Member, must provide and certify the truth and accuracy of the following information under penalty of perjury, including by signing the Claim Form by e-signature, or the claim will not be considered a Valid Claim by the Settlement Administrator: (a) The Settlement Class Member's full name and mailing address; (b) The Settlement Class Member's valid email address; and (c) that the Settlement Class Member is a member of the Settlement Class and made a purchase on the FTD Websites during the Class Period. The Settlement Class Member must also provide their selection of either a \$5 cash award or a \$15 voucher to be used on the FTD Websites and, if the Settlement Class Member selects the cash award, the Settlement Class Member's preferred method of payment. Settlement Class Members may elect to receive payment by check or electronic payment method approved by the Settlement Administrator. Payment by check will be the default payment method in the event that a Settlement Class Member does not state a preferred method of payment.

3. Opportunity to Cure. In the event an eligible Claim is timely submitted but is deficient for any reason, the Parties shall direct the Settlement Administrator to send one (1) outreach, notifying the Settlement Class Member of the deficiency and providing one opportunity to cure within seven (7) Days of the date the outreach is sent. If the Settlement Class Member fails to cure the deficiency, the claim shall be deemed invalid.

4. Invalid Claims. Any Settlement Class Member who fails to submit a timely, accurate, complete, correct, and valid Claim Form, and/or who has not cured an identified

deficiency in accordance with Section III.D.3, shall not be entitled to receive a Settlement Award, 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 Discharged Parties concerning any Released Claims.

5. The Parties will work with the Settlement Administrator on providing notice as set forth herein, processing Claim Forms and administering the Settlement Website and Toll-free phone number, exclusion process, and Settlement Award process described herein (including receiving and maintaining on behalf of the Court and the Parties any Settlement Class correspondence regarding requests for exclusion from the Settlement Class). The Parties further agree to allow the Settlement Administrator to use adequate and customary procedures and standards to prevent compensation on fraudulent claims and to compensate only Valid Claims. The Parties shall have the right to audit claims. If any fraud is detected or reasonably suspected, the Settlement Administrator and Parties can require further information from the claimant (including by cross-examination) or deny claims, subject to the supervision of the Parties and ultimate oversight by the Court.

6. Funding. Within fourteen (14) Days after the Effective Date, Defendant shall pay to the Settlement Administrator all amounts required by the Settlement Administrator for distribution of Settlement Awards to Settlement Class Members who submit Valid Claims and select the cash award.

7. Cash Award. Within sixty (60) days after the Effective Date, cash payments in the amount of \$5 shall be distributed by the Settlement Administrator to each Settlement Class Member who submits a Valid Claim and selects the cash award, according to the Settlement Class

Member's selected method of payment (check or electronic payment method approved by the Settlement Administrator). For Settlement Class Members who select payment by check, checks will be sent by first-class mail and will be valid for ninety (90) days from the date on the check. Timely negotiation of a check is a condition of any Settlement Class Member's right to receive a cash payment by check.

8. To the extent that any cash awards issued to Settlement Class Members remain unredeemed or are undeliverable, the proceeds from these checks shall be applied against Notice and Claims Administration Costs. Any remaining funds shall be remitted to FTD.

9. Voucher Code. Settlement Class Members who submit a Valid Claim and select to receive the \$15 voucher will receive a unique code via email, within sixty (60) days of the Effective Date, that can be entered on the FTD Websites to apply the Settlement Award. The voucher may be redeemed through a one-time purchase on the FTD Websites within twelve (12) months of issuance, may be applied to taxes and fees, and cannot be combined with any other offers or promotions on the FTD Websites.

10. No deductions for taxes will be taken from any Settlement Award at the time of distribution. Settlement Class Members are responsible for paying any taxes due on such Settlement Award. All Settlement Awards shall be deemed to be distributed solely in the year in which such payments are actually issued. Counsel and the Parties do not purport to provide legal advice on tax matters to each other or Settlement Class Members. To the extent this Agreement, or any of its exhibits or related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any person or business for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

E. Final Tally. Within thirty (30) days after the close of the Claim Period, the Parties shall obtain the number of Valid Claims received from the Settlement Administrator.

The Parties agree that the Settlement Administrator's decision to approve or deny any claim shall be final and binding, except that Class Counsel and Defendant (through counsel) shall have the right to audit claims and to challenge the Settlement Administrator's decision by motion to the Court. Class Counsel's or Defendant's choice not to audit the validity of any one or more Claim Forms shall not constitute or be construed as a waiver or relinquishment of any audit or other rights as to any other Claim Forms, individually or as a group, and similarly shall not be construed as a waiver or relinquishment by the Party as to any of its audit and other rights under this Agreement. No person shall have any claim against Plaintiffs, Defendant, Class Counsel, Defendant's counsel or the Settlement Administrator based on any determination of a Valid Claim, distributions or awards made in accordance with this Agreement and the Exhibits hereto. Neither Plaintiffs nor Defendant, nor their counsel, shall have any liability whatsoever for any act or omission of the Settlement Administrator.

Within thirty (30) days after the close of the Claim Period, Settlement Class Members whose claims are denied shall be notified of the reason(s) for denial, using the email address (if any) provided by the Settlement Class Member on the Claim Form. If no valid email address is provided by the Settlement Class Member on the Claim Form, the Parties shall not have an obligation to provide the Settlement Class Member any notification of the denial of the claim or the reasons for denial.

F. Notice and Claims Administration Costs. Defendant shall pay the Settlement Administrator for the Notice and Claims Administration Costs incurred by it performing its duties

under this Agreement. The Parties shall direct the Settlement Administrator to administer the settlement in a cost-effective manner and shall work together to ensure such administration.

G. Attorneys' Fees and Costs and Class Representative Service Award.

1. Plaintiffs intend to move the Court for an award of attorneys' fees and costs, to be paid to Class Counsel, which shall be noticed for the same date as the Final Approval Hearing. Defendant agrees that Class Counsel shall be entitled to an award of reasonable attorneys' fees and costs to be paid by Defendant. Class Counsel will not seek an award greater than One Million Three Hundred Fifty Thousand Dollars (\$1,350,000 USD) total for attorneys' fees, costs, and expenses ("Attorneys' Fees and Costs"). For clarity and notwithstanding anything to the contrary herein, Court approval of attorneys' fees and costs, including the amount, is not a condition of this Settlement, which Settlement will remain in full force and effect irrespective of the Court's ruling thereon. FTD shall pay attorneys' fees and costs ordered by the Court separately and in addition to the relief provided to the Settlement Class herein. Attorneys' Fees and Costs awarded by the Court shall be paid to Shamis & Gentile, P.A. in a manner agreed between the Class Counsel and Defendant within thirty (30) days of the Effective Date.

2. Class Counsel further agrees that it will apply to the Court for a Service Award to each Class Representative in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500 USD) each, for their participation as Class Representatives, for taking on the risks of litigation, and for Settlement of their individual claims as Settlement Class Members in this Action. Class Counsel has represented that the proposed Service Award is fair and reasonable and Defendant has no reason to question Class Counsel's representation. For clarity and notwithstanding anything to the contrary herein, Court approval of the Service Awards, including the amount, is not a condition of this Settlement, which Settlement will remain in full force and

effect irrespective of the Court's ruling thereon. FTD shall pay Service Awards ordered by the Court separately to Class Counsel for distribution to Plaintiffs (which is the sole and exclusive obligation of Class Counsel) and in addition to the relief provided to the Settlement Class herein. Service Awards awarded by the Court shall be paid to Shamis & Gentile, P.A. in a manner agreed between the Class Counsel and Defendant within ten (10) days of the Effective Date.

3. Except for the fees and costs to be paid to Class Counsel and service awards to Plaintiffs as specifically provided in this subsection G, Defendant does not agree to pay and shall not be responsible or liable for the payment of any attorneys' fees and expenses of Class Counsel, Plaintiffs, the Settlement Class, and Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or in connection with any claim that was or could have been alleged in the Action.

IV. NOTICE TO THE SETTLEMENT CLASS

The Parties (through the Settlement Administrator) shall provide notice in the form approved by the Court, as detailed below.

A. Initial Notice. No later than the Notice Date, the Notice along with an electronic link to the Settlement Website and the Claim Form pre-filled with the Settlement Class Member's claim ID, shall be sent to all Settlement Class Members for whom a valid email address is available in the Settlement Class List. The Parties shall direct the Settlement Administrator to review the Settlement Class List, 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 to avoid spam filters, and shall, to the extent reasonably possible, send the Notice to all Settlement Class Members. In the event transmission of email notice results in any "bounce-backs," the Parties shall direct the Settlement Administrator to, where reasonable: (i) correct any issues that

may have caused the “bounce-back” to occur; and (ii) make a second attempt to re-send the email notice. The Parties shall keep a record of the Settlement Class Members whose email addresses are undeliverable.

B. Reminder Notice. Fourteen (14) days prior to the Claim Deadline, the Notice (with minor, non-material modifications to indicate that it is a reminder email rather than an initial notice), along with an electronic link to the Settlement Website and the Claim Form pre-filled with the Settlement Class Member’s claim ID, shall again be sent to all Settlement Class Members for whom a valid, deliverable email address is available in the Settlement Class List and who did not already submit a Claim Form.

C. Long-Form Notice. The Notice will contain a link to the Settlement Website. The Settlement Website will contain documents and court filings related to the Settlement, including the Long-Form Notice. The Long-Form Notice will be sent to all Settlement Class Members who contact the Administrator by telephone or email and request a copy.

D. Settlement Website. The Settlement Website (e.g. www.FTDdeliveryfeesettlement.com) shall be published no later than the Notice Deadline. The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long-Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include. The Settlement Website shall also provide for online submission of Claim Forms. These documents and information shall be available on the Settlement Website no later than the Notice Deadline and remain at least until sixty (60) Days after Final Approval. The Settlement Website shall not include any advertising and shall not bear or include FTD’s logo or trademarks.

E. Toll-Free Number. No later than the Notice Deadline, the Settlement Administrator shall establish and maintain a case specific toll-free number that maintains an IVR (or similar) system to answer questions about the Settlement. The Parties shall direct the Settlement Administrator to maintain the toll-free number for the duration of the Claim Period.

F. The Parties shall supervise the Settlement Administrator in the performance of the notice functions set forth in this section.

G. Prior to the Final Approval Hearing and in accordance with the Court's regular notice requirements, the Parties will direct the Settlement Administrator to provide a sworn declaration that they have complied with the notice requirements set forth in this section and the Parties shall provide such certification to the Court.

V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT

A. Objections. Only Settlement Class Members who do not Opt-out may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) clearly identify the case name and number; and (b) be mailed to the Settlement Administrator at the address listed in the Notice and on the Settlement Website. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member, and the name and contact information of his or her counsel, if any; (2) the date and details of any online purchases from the FTD Websites, a description of any items bought, and the amount paid in delivery, shipping, handling, or service fees; (3) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (4) copies of any papers, briefs or other documents upon which the objection is based; (5) the identity of all witnesses, including each witness's name and address, and a summary of such witness's proposed testimony, and documents

that the Settlement Class Member would like the Court to consider, and a list of all witnesses the Settlement Class Member intends to call at the Final Approval Hearing in support of the objection; (6) a list of all objections filed by the objector and his or her counsel to class action settlements in the last ten years, including the case name(s) and number(s); (7) a statement of whether the Settlement Class Member and his or her counsel intend to appear at the Final Approval Hearing; and (8) the signature of the Settlement Class Member and her or his counsel, if any, with the following language: “I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.”. These requirements to assert a valid written objection shall be set forth in the Long-Form Notice and Settlement Website.

No Settlement Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member’s intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have been timely submitted to the Settlement Administrator. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether an objection has been timely submitted. In the event that the postmark is illegible, the objection shall be deemed untimely unless it is received by the Settlement Administrator within one (1) week of the Objection/Exclusion Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement.

The Parties shall direct the Settlement Administrator to promptly forward any objection and all supporting documentation to counsel for the Parties. Prior to the Final Approval Hearing and in accordance with the Court’s regular notice requirements, Class Counsel shall file objections and supporting documentation with the Court and any responses to the objections or any written

objections submitted to the Settlement Administrator by Settlement Class Members in accordance with this Agreement.

A Settlement Class Member who objects to the Settlement may also submit a Claim Form on or before the Claim Deadline, which shall be processed in the same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claim Deadline merely because the Settlement Class Member has also submitted an objection.

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 the 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.

B. Procedure for Requesting Exclusion. Anyone in the Settlement Class who wishes to opt out of this Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, email address, and phone number; (b) be personally signed by the Settlement Class Member and not the Settlement Class Member's attorney or anyone acting on the Settlement Class Member's behalf; and (c) include the statement "I request to be excluded from the class settlement in Ciampi v. FTD, LLC." Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be deemed null, void, and ineffective. So called "mass" or "class" opt-outs shall not be allowed. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. In the event that the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within one (1) week of the Objection/Exclusion

Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Award, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Anyone in the Settlement Class who fails to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

Not later than ten (10) days after the Objection/Exclusion Deadline and in all events prior to the Final Approval Hearing, Class Counsel and counsel for Defendant shall obtain from the Settlement Administrator a complete list of the names of the persons who have excluded themselves from the Settlement Class in a valid and timely manner with copies of the exclusion requests. Class Counsel shall inform the Court of the number of persons who have timely and validly excluded themselves prior to the Final Approval Hearing in accordance with the Court's regular notice requirements. If a Settlement Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request shall be deemed to have been sent by mistake and rejected.

C. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage anyone in the Settlement Class to object to the Settlement or request exclusion from participating as a Settlement Class Member, or encourage any Settlement Class Member to appeal from the final judgment.

VI. PRELIMINARY APPROVAL AND FINAL APPROVAL OF SETTLEMENT

A. Preliminary Approval. Following full execution of this Agreement, Class Counsel will promptly move the Court for entry of the Preliminary Approval Order, which shall be substantially similar to **Exhibit 5**.

Defendant shall have no obligation to make separate filings in support of the Motion for Preliminary Approval. In the event the Court does not enter the Preliminary Approval Order described herein, or decides to do so only with material modifications, then this entire Agreement shall become null and void, unless the Parties hereto agree in writing to proceed with this Agreement as modified.

B. Final Approval: Before the Final Approval Hearing and in accordance with the Court's regular notice requirements, Class Counsel shall file a Motion for Final Approval of the Settlement. Plaintiffs shall request that the Court enter the Final Approval Order, which shall be substantially similar to **Exhibit 2**.

VII. TERMINATION OF SETTLEMENT

Defendant or Class Representatives shall have the right to terminate this Agreement by providing written notice of the election to do so to all other Parties hereto within twenty-one (21) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Approval Order and Judgment in any material respect; (iv) the date upon which the final judgment is modified or reversed in any material respect by the Court of Appeals or the Supreme Court.

In its sole discretion and at its sole option, Defendant has the unconditional right, but not the obligation, to terminate this Agreement if the total number of valid and timely opt-outs exceeds 500 persons in the Settlement Class. Defendant shall provide written notice of its exercise of this

right to terminate the Agreement to Class Counsel within twenty-five (25) days after the Settlement Administrator provides the complete list of persons who have excluded themselves from the Settlement Class in a valid and timely manner pursuant to Section V.B.

If this Agreement is terminated, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any judgment or order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the status quo ante with respect to the Action as if this Agreement had never been entered into. In such event, the Defendant shall not be obligated to make any payments or provide any other monetary or nonmonetary relief to Plaintiffs or the Settlement Class Members, any attorneys' fees or expenses to Class Counsel, or any service awards.

VIII. PARTIES' AUTHORITY

The signatories represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

IX. MUTUAL FULL COOPERATION

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement, including to defend the Final Approval Order and Judgment through any and all appeals. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. Defendant shall have no obligation to make separate

filings. Defendant agrees that it will not attempt to discourage Settlement Class Members from filing claims.

X. NO ADMISSION

Nothing in this Agreement, or the Parties' willingness to enter into this Agreement, shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or Discharged Parties. Defendant denies all liability for claims asserted in the Action. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. The existence, contents, and terms of this Agreement, and any negotiations, statements, or proceedings in connection therewith, shall, pursuant to FL Stat. § 90.408 and related or corresponding state and federal evidence laws, be inadmissible in evidence for any purpose in any proceeding, except solely to enforce, construe, or finalize 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.

XI. NOTICES

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed served on the date of mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<u>For The Class</u>	<u>For Defendant</u>
Edwin E. Elliott Shamis & Gentile, P.A. 14 NE 1st Ave, Ste. 705 Miami, FL 33132	Staci Yablon Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019

XII. CONSTRUCTION

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms-length negotiations between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

XIII. MATERIAL TERMS; CAPTIONS

Each term of this Agreement is a material term of the Agreement and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

XIV. INTEGRATION CLAUSE

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are extinguished.

XV. NO PUBLICITY AND NON-DISPARAGEMENT

Except for the dissemination of this Settlement in accordance with the notice plan set forth herein, Class Counsel shall issue no public statements and shall make no comments to media or press with respect to the Action or the Agreement at any time, including, but not limited to, press releases, public announcements, interviews with members of the press and media, advertisements, statements in public forums of any kind, and any statements that could reasonably be considered for public consumption regarding this Settlement. In addition, Plaintiffs, Class Counsel, shall not make, publish, circulate or cause to be made, published or circulated any

statements that represent or suggest any wrongdoing by Defendant, or that this Agreement or any order by the Court regarding the Settlement or this Agreement represents or implies any wrongdoing by, or any admission of liability by, Defendant, or a finding by the Court of liability or wrongdoing. Further, the Parties and their counsel will not make any public statements that disparage the business or reputation of the other party or their counsel in connection with this litigation and settlement.

XVI. NO COLLATERAL ATTACK

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Award was improperly calculated or adjusted or that the Settlement Class Member failed to receive timely notice of the procedure for disputing the calculation of the individual Settlement Award or failed to submit a timely dispute letter for any reason.

XVII. AMENDMENTS

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court.

XVIII. ASSIGNMENTS

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

XIX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to its conflict of law provisions.

XX. BINDING ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

XXI. CLASS COUNSEL SIGNATORIES

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including the binding nature of the releases and such shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

XXII. SETTLEMENT TIMELINE

For the Court's and the Parties' convenience, the pertinent deadlines contained in this Agreement are listed below.

<u>Item</u>	<u>Deadline</u>
Notice Deadline/Notice Date	30 days after Preliminary Approval
Objection/Exclusion Deadline	52 days after Notice Deadline/Notice Date
Claim Deadline	52 days after Notice Deadline/Notice Date
Responses to Objections/Motions	On regular notice before the Final Approval Hearing
Final Tally	30 days after the Claim Period
Briefing on Plaintiffs' Motion for Final Approval and Motion for Attorneys' Fees and Service Awards	On regular notice before the Final Approval Hearing

<u>Item</u>	<u>Deadline</u>
Final Approval Hearing	At least 120 days after Preliminary Approval (or such other date set by the Court)
Effective Date	Date of Final Approval
Payment of Service Awards	10 days after Effective Date
Payment of Attorneys' Fees and Costs	30 days after Effective Date
Distribution of Settlement Awards	60 days after Effective Date

XXIII. COUNTERPARTS

This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class.

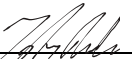
IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the dates indicated below:

CLASS REPRESENTATIVES AND CLASS COUNSEL

DATED: 07 / 08 / 2026

By: /s/ 
Mayo Inoue, individually and on behalf of the
Settlement Class

DATED: 07 / 08 / 2026

By: /s/ 
Taylor Pulbrook, individually and on behalf of
the Settlement Class

DATED: 07 / 08 / 2026

By: /s/ *Alyssa Schaffer*
Alyssa Schaffer, individually and on behalf of
the Settlement Class

DATED: 07 / 08 / 2026

By: /s/ 
Laura Vincenzi, individually and on behalf of
the Settlement Class

DATED: 07 / 08 / 2026

By: /s/ *Andrea Ciampi*
Andrea Ciampi, individually and on behalf of
the Settlement Class

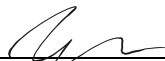
DATED: 07 / 08 / 2026

SHAMIS & GENTILE, P.A.

By: /s/ 
Edwin E. Elliott
Attorney for Plaintiffs and
the Settlement Class

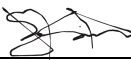
DATED: 07 / 08 / 2026

EDELSBERG LAW, P.A.

By: /s/ 
Scott Edelsberg
Attorney for Plaintiffs and
the Settlement Class

DATED: 07 / 08 / 2026

KALIEL GOLD PLLC.

By: /s/ 
Jeffrey D. Kalief
Attorney for Plaintiffs and
the Settlement Class

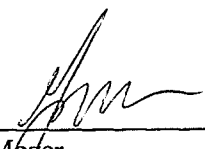
DEFENDANT AND COUNSEL FOR DEFENDANT

DATED:

6/23/2026

FTD, LLC

By: /s/

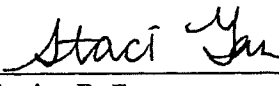

Gary Mozer
Authorized Signatory
FTD, LLC

DATED:

6/22/2026

Paul, Weiss, Rifkind, Wharton & Garrison LLP

By: /s/


Katherine B. Forrest
Staci Yablon
Xinshu Sui
Attorneys for Defendant FTD, LLC