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

CASE NO. **CACE25018776** DIVISION: **08** JUDGE: **Rodriguez, Carlos Augusto (08)**

Michael Toikach, et al

Plaintiff(s) / Petitioner(s)

v.

Christian Dior, Inc.

Defendant(s) / Respondent(s)

_____/

ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

WHEREAS, Plaintiffs, individually, and on behalf of the Settlement Class, and Defendant, have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Agreement:

NOW, THEREFORE, based on the Agreement, all the files, records, and proceedings herein, statements of counsel, and it appearing to the Court that a Final Approval Hearing should be held to determine whether the proposed settlement described in the Agreement should be finally approved as fair, reasonable, and adequate.

IT IS HEREBY ORDERED THAT:

1. All capitalized terms herein shall have the same meanings as those defined in Section II of the Settlement Agreement.

2. This Court has personal jurisdiction over the subject matter of this Action and the Parties, including Plaintiffs and all Settlement Class members.

3. The Court preliminarily approves of the Settlement, including the Notice Program, finding that the proposed Settlement is sufficiently fair, reasonable, and adequate to warrant providing Notice to the Settlement Class, but such finding is not to be deemed as an admission of fault or liability by

Defendant or a finding of the validity of any claims asserted in the Action or of any wrongdoing or of any violation of law by Defendant. Defendant shall maintain all rights to assert that, but for settlement purposes, the Action should not be certified as a class.

4. For purposes of determining whether the terms of the Settlement should be finally approved as fair, reasonable, and adequate, the following Settlement Class is preliminarily certified for settlement purposes only:

> All U.S. individuals who were sent a notice by Defendant that their Personal Information may have been impacted in the Data Incident.

5. 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.

6. The Court preliminarily finds that 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.

7. The Court finds that, for purposes of settlement: the number of members of the Settlement Class is so numerous that joinder is impracticable; there are questions of law and fact common to the members of the Settlement Class; the claims of Plaintiffs are typical of the claims of the members of the Settlement Class; Plaintiffs are adequate representatives for the Settlement Class and have retained experienced and adequate Class Counsel; 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 a class action is superior to the other available methods for the fair and efficient adjudication of the controversy.

8. For purposes of settlement only, the Court finds and determines that Plaintiffs will fairly and

adequately represent the interests of the Settlement Class in enforcing their rights in the Action, and appoints them as Class Representatives, and the following attorneys are preliminarily appointed as Class Counsel for the Settlement Class: Jeff Ostrow of Kopelowitz Ostrow P.A. and Mariya Weekes of Milberg PLLC.

9. The Parties have selected Simpluris, Inc. to serve as the Settlement Administrator. The Court hereby approves of and appoints Simpluris as the Settlement Administrator and directs it to commence the Notice Program and to otherwise comply with all obligations of the Settlement Administrator as outlined in the Agreement.

10. The Parties have prepared the Notices, which are attached to the Agreement as Exhibits 1 through 4. The Court preliminarily finds that the Notice provided to Settlement Class members is the most practicable notice; is reasonably calculated, under the circumstances, to apprise Settlement Class members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; and is reasonable and constitutes due, adequate, and sufficient notice to all Settlement Class members entitled to receive notice.

11. The Court has carefully reviewed and hereby approves the Notice as to form and content and directs that they be without material alteration unless otherwise modified by agreement of the Parties and approved by the Court. The Court directs that the Notice be sent to the Settlement Class in the manner outlined in the Agreement.

12. Settlement Class members who wish to opt out of the Settlement and exclude themselves from participation may do so by submitting timely and valid requests at any time before the Opt-Out Deadline (30 days before the original date of the Final Approval Hearing). The process to opt out is set forth in the Agreement and in the Notice. Settlement Class members who opt-out shall have no rights under the Settlement, shall not share in any Settlement Class Member Benefits, and shall not be bound by the Settlement or by any Final Approval Order and Judgment approving the Settlement.

13. All Settlement Class Members who do not submit a timely, written request for exclusion in the manner set forth in the Notice and Agreement shall be bound by any Final Approval Order and final

judgment entered, even if such Settlement Class Members never received actual notice of this Action or the Settlement. If Final Approval of the Settlement is granted, they shall be barred, now and in the future, from asserting any of the Released Claims, as defined in the Agreement, against any Released Parties as defined in the Agreement.

14. Settlement Class Members who wish to object to the Settlement and/or to Class Counsel's Application for Attorneys' Fees, Costs and Service Awards shall file any objections pursuant to the requirements of this paragraph. To be considered, the objection must be filed and served on or before the Objection Deadline and include: (a) the objector's full name, mailing address, telephone number, and email address (if any); (b) all grounds for the objection, accompanied by any legal support for the objection known to the objector or objector's counsel; (c) the number of times the objector has objected to a class action settlement within the five years preceding the date that the objector files the objection, the caption of each case in which the objector has made such objection, and a copy of any orders related to or ruling upon the objector's prior objections that were issued by the trial and appellate courts in each listed case; (d) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement and/or Application for Attorneys' Fees, Costs, and Service Awards, and whether they will appear at the Final Hearing; (e) the number of times in which the objector's counsel and/or the objector's counsel's law firm have objected to a class action settlement within the five years preceding the date of the filed objection, the caption of each case in which counsel or the firm has made such objection and a copy of any orders related to or ruling on the objection issued by the trial and appellate courts in each such listed case; (f) whether the objector and/or objector's counsel will appear at the Final Approval Hearing; (g) a list of all persons who will be called to testify at the Final Approval Hearing in support of the objection (if any); (h) a statement confirming whether the objector or his counsel intend to testify and/or argue at the Final Approval Hearing; and (i) the objector's signature (an attorney's signature is not sufficient). Class Counsel and/or Defendant's Counsel may conduct limited discovery on any objector or objector's counsel, including taking depositions and propounding document requests.

15. Objections to the Settlement and/or the Application for Attorneys' Fees, Costs and Service Awards must be filed with the Court, and sent by U.S. Mail to Class Counsel, Defendant's Counsel, and the Settlement Administrator. For an objection to be considered by the Court, the objection must be submitted no later than the Objection Deadline (30 days before the original date of the Final Approval Hearing), as specified in the Notice. If submitted by mail, an objection shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope if mailed first-class postage prepaid and addressed in accordance with the instructions. If submitted by private courier, an objection shall be deemed to have been submitted on the shipping date reflected on the shipping label.

16. In advance of the Final Approval Hearing, the Settlement Administrator shall prepare a declaration for the Parties confirming that the Notice Program was completed in accordance with the terms of the Agreement and this Preliminary Approval Order, describing how the Notice Program was completed, indicating the number of Claim Forms received, providing the names of each individual in the Settlement Class who timely and properly requested to opt out from the Settlement Class, indicating the number of objections received, and other information as may be necessary to allow the Parties to seek and obtain Final Approval.

17. The Court will hold a Final Approval Hearing to consider the fairness, reasonableness, and adequacy of the Settlement on a date to be coordinated by the Parties and noticed via a separate Notice of Hearing. The Court will advise the Parties in advance of the Final Approval Hearing whether the hearing will be held in person at the Broward County Courthouse, 201 SE 6th Street, Fort Lauderdale, Florida, or by video conference. The date and time of the Final Approval Hearing will be set forth in the Notice and published on the Settlement Website. During the Final Approval Hearing, the Court will consider whether the Settlement should be approved as fair, reasonable, and adequate, and whether the Court should enter the proposed Final Approval Order and final judgment approving the Settlement and dismissing this Action on the merits, with prejudice. The Court will also consider the amount of any Attorneys' Fees and Costs to be awarded to Class Counsel and whether to approve the amount of any

Service Awards to the Class Representatives. The Final Approval Hearing may be postponed, adjourned, or rescheduled by order of the Court without further notice to Settlement Class members other than on the Settlement Website and the Court's docket.

18. The Court confirms the following schedule (for which the Court, upon showing of good cause by the Parties, may extend any of the deadlines):

Deadline to commence Notice Program	Within 20 days of entry of Preliminary Approval Order
Deadline for filing Motion for Final Approval, including Class Counsel's Application for Attorneys' Fees and Costs	45 days before the initial scheduled Final Approval Hearing
Objection Deadline	30 days before the initial scheduled Final Approval Hearing
Opt-Out Deadline	30 days before the initial scheduled Final Approval Hearing
Claim Form Deadline	30 days before the initial scheduled Final Approval Hearing
Final Approval Hearing	**To be noticed via a separate Notice of Hearing (at least 100 days after Preliminary Approval)**

19. The Court stays all proceedings in this Action until further Order of the Court, except that the Parties may conduct such limited proceedings as may be necessary to implement the Settlement or to effectuate the terms of the Agreement.

DONE AND ORDERED in Chambers at Broward County, Florida on 19th day of February, 2026.

CACE25018776 02-19-2026 12:06 PM

CACE25018776 02-19-2026 12:06 PM
Hon. Carlos A Rodriguez
CIRCUIT COURT JUDGE
Electronically Signed by Carlos A Rodriguez

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Public court record.

This copy was downloaded from https://cw.simpluris.com/docs/public/downloads/CTC/PRELIMINARY_
on 2026-11-02 and is hosted, unaltered, for reference at
https://chimo.ai/class-action/christian-dior

Court: Circuit Court for Broward County, Florida
Case number: CACE 25-18776
Filed: 2026-02-19

Chimo hosts public court records for readers' reference; documents are
unaltered copies from the court docket or the court-approved settlement website.