

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK  
BROOKLYN DIVISION**

THOMAS ALLEGRA, YESENIA ARIZA,  
MARIANA ELISE EMMERT, STUART  
ROGOFF, GRACELYNN TENAGLIA, and  
MELISSA VERRASTRO, individually and on  
behalf of others similarly situated,

Plaintiffs,

v.

LUXOTTICA RETAIL NORTH AMERICA  
d/b/a LensCrafters,

Defendant.

CASE NO.: 1:17-cv-05216-PKC-LB

CLASS ACTION

**DECLARATION OF  
SCOTT M. FENWICK OF KROLL  
SETTLEMENT ADMINISTRATION LLC  
IN CONNECTION WITH FINAL  
APPROVAL OF SETTLEMENT**

Date: February 26, 2024

Time: 10:00 A.M.

Dept: Courtroom 4F

The Hon. Pamela K. Chen

I, Scott M. Fenwick, declare as follows:

### **INTRODUCTION**

1. I am a Senior Director of Kroll Settlement Administration LLC (“Kroll”),<sup>1</sup> the Settlement Administrator appointed in the above-captioned case, whose principal office is located at 2000 Market Street, Suite 2700, Philadelphia, Pennsylvania 19103. I am over 21 years of age and am authorized to make this declaration on behalf of Kroll and myself. The following statements are based on my personal knowledge and information provided by other experienced Kroll employees working under my general supervision. This declaration is being filed in connection with final approval of the Settlement.

2. Kroll has extensive experience in class action matters, having provided services in class action settlements involving antitrust, securities fraud, labor and employment, consumer, and government enforcement matters. Kroll has provided notification and/or claims administration services in more than 3,000 cases.

### **BACKGROUND**

3. Kroll was appointed as the Settlement Administrator to provide notification and claims administration services in connection with that certain Class Action Settlement Agreement (the “Settlement Agreement”) entered into in this Action. Kroll’s duties in connection with the Settlement have and will include: (a) preparing and sending notices in connection with the Class Action Fairness Act; (b) receiving and analyzing the Settlement Class List from counsel for LensCrafters; (c) creating a Settlement website with online Claim filing capabilities; (d) establishing a toll-free telephone number; (e) establishing a post office box for the receipt of mail; (f) preparing and sending the Postcard Notice via first-class mail; (g) preparing and sending the Email Notice; (h) establishing an email address to receive Class member inquiries; (i) receiving and processing mail from the United States Postal Service (“USPS”) with forwarding addresses; (j) receiving and processing undeliverable mail, without a forwarding address, from the USPS;

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Settlement Agreement (as defined below).

(k) receiving and processing Claim Forms; (l) receiving and processing Requests for Exclusion; and (m) such other tasks as counsel for the Parties or the Court request Kroll to perform.

### **NOTICE PROGRAM**

#### **The CAFA Mailing**

4. As noted above, on behalf of the Defendant, Kroll provided notice of the proposed Settlement pursuant to the Class Action Fairness Act, 28 U.S.C. §1715(b) (“the CAFA Notice”). At defense counsel’s direction, on August 10, 2023, Kroll sent the CAFA Notice, a true and correct copy of which is attached hereto as **Exhibit A**, identifying the documents required via first-class certified mail, to (a) the Attorney General of the United States and (b) fifty-six (56) state Attorneys General identified in the service list for the CAFA Notice, attached hereto as **Exhibit B**. The CAFA Notice directed the Attorneys General to the website [www.CAFANotice.com](http://www.CAFANotice.com), a site that contains all the documents relating to the Settlement referenced in the CAFA Notice. On November 2, 2023, at defense counsel’s direction, Kroll sent an “Amended” CAFA Notice to notify the Attorneys General of an updated estimated breakdown by state for known potential Class members and to provide the Preliminary Approval Order. A true and correct copy of the Amended CAFA Notice is attached hereto as **Exhibit C**, and the service list for the Amended CAFA Notice is attached hereto as **Exhibit D**.

#### **Data and Case Setup**

5. On July 27, 2023, Kroll received one (1) data file from LensCrafters. The file contained 27,182,407 records that included first, middle and last names, physical mailing addresses, email addresses, sales transaction identification numbers, customer identification numbers and transaction dates. On August 8, 2023, Kroll received a second data file from LensCrafters, which contained 2,787 records for Class members that included the same data fields. On September 26, 2023, Kroll received two (2) additional data files from LensCrafters. The third file contained 565,587 records and the fourth file contained 3,082,133 records that included the same data fields. Kroll undertook several steps to reconcile the data files and compile the eventual Settlement Class List for the email and mailing of Notices. After cleaning and de-duping the four

data files and removing (a) records for any identifiable individuals who are by definition excluded from the Class as set forth in the Settlement Agreement<sup>2</sup> and (b) those who opted out of the Class following the Court's prior class certification order, Kroll determined there were 18,651,344 unique records. Of the 18,651,344 unique records, 6,335,445 records had only a physical mailing address, and 12,315,899 records had an email address. Additionally, in an effort to ensure that Notices would be deliverable to Class members, Kroll ran the Settlement Class List through the USPS's National Change of Address ("NCOA") database and updated the Settlement Class List with address changes received from the NCOA.

6. On June 5, 2023, Kroll designated a post office box with the mailing address Ariza et al v. Luxottica Retail North America / *Accufit Class Action*, c/o Kroll Settlement Administration LLC, PO Box 5324, New York, NY 10150-5324, in order to receive Claim Forms, Requests for Exclusion, and correspondence from Class members. As of January 10, 2024, Kroll received 562 items of mail correspondence from Class members to this address, to which it responded to as fulsomely and timely as possible.

7. On August 10, 2023, Kroll established a toll-free telephone number, (833) 933-8668, for Class members to call and obtain additional information regarding the Settlement through an Interactive Voice Response ("IVR") system and/or by being connected to a live operator. As of January 10, 2024, the IVR system has received 25,835 calls, and 1,547 callers have been connected to live operators.

8. On September 27, 2023, Kroll created a dedicated settlement website entitled [www.AccufitClassAction.com](http://www.AccufitClassAction.com) (the "Settlement Website"). The Settlement Website "went live" on October 26, 2023, and contains Settlement documents, including the Long Form Notice (in English and Spanish), the Claim Form, the Settlement Agreement, the motion for Preliminary Approval, the Preliminary Approval Order, important dates and deadlines, answers to frequently

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<sup>2</sup> "Excluded from the Class are LensCrafters; LensCrafters' employees, officers, and directors, as well as members of their immediate families; LensCrafters' legal representatives, heirs, and successors; and any judge, justice, or judicial officer who have presided over this matter and the members of their immediate families and judicial staff." Settlement Agreement, para. 1.2(h).

asked questions, and allowed Class members an opportunity to file a Claim Form online. As of January 10, 2024, there have been approximately 1,452,386 visits to the Settlement Website.

9. On September 27, 2023, Kroll established an email address, info@AccufitClassAction.com, to receive and reply to email inquiries from Class members pertaining to the Settlement. As of January 10, 2024, Kroll has received 8,391 emails from Class members at this address and the Settlement Website Contact Form, to which it responded to as timely and fulsomely as possible.

### **The Notice Program**

10. On October 26, 2023, Kroll commenced sending the Email Notice to the 12,315,899 email addresses on file for Class members, as noted above. All initial Email Notices were sent by October 27, 2023. A true and correct copy of a complete exemplar Email Notice (including the subject line) is attached hereto as **Exhibit E**. Of the 12,315,899 emails attempted for delivery, 2,579,132 emails were rejected/bounced back as undeliverable. As required under Section 7.6 of the Settlement Agreement, Kroll attempted to obtain updated email addresses for the 2,579,132 emails that were rejected/bounced back as undeliverable. Kroll received 708,787 updated email addresses from this search process. On December 7, 2023, Email Notices were resent via email to the 708,787 Class members for whom Kroll obtained updated email addresses. Of these, 42,957 of the resent emails were rejected/bounced back. On December 8, 2023, Kroll sent a reminder email notice to 9,616,171 email addresses on file for Class members who have not yet filed a claim and did not have their initial email rejected/bounced back as undeliverable. On December 27, 2023, Kroll again re-sent email reminders to those same email addresses. On January 12, 2024, Kroll will again re-send email reminders to those same email addresses. As of January 10, 2024, 92,1242 Class members who were sent a reminder email have filed claims.

11. On October 27, 2023, Kroll caused 5,577,958 Postcard Notices to be mailed via first-class mail. On November 3, 2023, Kroll caused the remaining 757,487 Postcard Notices to be mailed via first-class mail, to complete the mailing of Postcard Notices for the total 6,335,445 records for whom only a physical address was available in the Settlement Class List. A true and

correct copy of the Postcard Notice, Long Form Notice, and Claim Form are attached hereto as **Exhibits F, G, and H**, respectively.

12. On December 11, 2023, Kroll caused 1,870,345 Postcard Notices to be mailed to Class members whose initial Email Notices was rejected/bounced back as undeliverable and for whom Kroll could not locate an updated email address.

#### **NOTICE PROGRAM REACH**

13. As of January 10, 2024, 19,991 Postcard Notices were returned by the USPS with a forwarding address. Of these, 19,590 Notices will be automatically re-mailed to the updated addresses provided by the USPS. Kroll is in the process of re-mailing the remaining 401 Postcard Notices.

14. As of January 10, 2024, 731,328 Postcard Notices were returned by the USPS as undeliverable as addressed, without a forwarding address. Kroll is in the process of running the undeliverable records through an advanced address search to produce updated addresses. Kroll will then re-mail Postcard Notices to the updated addresses obtained from the advanced address search.

#### **CLAIM ACTIVITY**

15. The Claim Deadline is thirty (30) days after entry of the Final Approval Order. It is currently estimated that the Claim Deadline will be on or after March 27, 2024.

16. As of January 10, 2024, Kroll has received 4,898 Claim Forms through the mail and 200,587 Claim Forms filed electronically through the Settlement Website. As of January 10, 2024, the number of Class members who have filed a claim represent 364,611 pairs of prescription eyeglasses from the original data files provided by the Defendant. Kroll is still in the process of reviewing and validating Claim Forms.

17. To prevent Claim Forms from being filed by individuals outside the Class and to curtail fraud, Class members were provided a unique “Class Member ID” on their respective notices. The Class Member ID is required for Class members to file a Claim Form online. If a

Settlement Class Member is unable to locate their Class Member ID, claimants may contact Kroll who will crosscheck the claim with records provided by LensCrafters.

**EXCLUSIONS AND OBJECTIONS**

18. The last day to submit objections is January 29, 2024. The last day to submit Requests for Exclusion is February 5, 2024.

19. As of January 10, 2024, Kroll has received thirty-nine (39) timely Requests for Exclusion from the Settlement. A list of the Requests for Exclusion received is attached hereto as **Exhibit I**. Class members were not instructed to send objections to the Settlement Administrator and Kroll has received no objections to date.

**CERTIFICATION**

I declare under penalty of perjury under the laws of the United States that the above is true and correct to the best of my knowledge and that this declaration was executed on January 12, 2024, in Inver Grove Heights, Minnesota.

  
SCOTT M. FENWICK

# Exhibit A



# BLANKROME

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130 North 18th Street | Philadelphia, PA 19103-6998

*Phone:* (215) 569-5645  
*Fax:* (215) 832-5645  
*Email:* frank.dante@blankrome.com

## VIA CERTIFIED MAIL

Date: August 10, 2023

To: All “Appropriate” Federal and State Officials Per 28 U.S.C. § 1715  
(see attached service list)

Re: CAFA Notice for the proposed Settlement in *Ariza et. al v. Luxottica Retail North America*, No. 1:17-cv-05216-PKC-LB (E.D.N.Y.), pending in the United States District Court for the Eastern District of New York

Pursuant to Section 3 of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, Defendant Luxottica of America Inc. d/b/a LensCrafters f/k/a/ Luxottica Retail North America Inc. d/b/a/ LensCrafters hereby notifies you of the proposed settlement of the above-captioned action (the “Action”), currently pending in the United States District Court for the Eastern District of New York.

Eight items must be provided to you in connection with any proposed class action settlement pursuant to 28 U.S.C. § 1715(b). Each of these items is addressed below, and all exhibits are available for download at [www.CAFANotice.com](http://www.CAFANotice.com) under the folder entitled *Ariza et. al v. Luxottica Retail North America*:

1. 28 U.S.C. § 1715(b)(1) – a copy of the complaint and any materials filed with the complaint and any amended complaints.

The three (3) Class Action Complaints (FL), (NY), and (CA), Consolidated Complaint, Amended Consolidated Complaint and Second Amended Consolidated Complaint are available as **Exhibits A, A1, A2, A3, A4, and A5**, respectively. The Second Amended Consolidated Complaint is the operative complaint.

2. 28 U.S.C. § 1715(b)(2) – notice of any scheduled judicial hearing in the class action.

On July 31, 2023, Plaintiffs filed a motion for preliminary approval of the class action settlement. The Court has not yet scheduled the Final Approval Hearing for this matter. The Motion for Preliminary Approval and the proposed Preliminary Approval Order are available as **Exhibits B and B1**, respectively.

3. 28 U.S.C. § 1715(b)(3) – any proposed or final notification to class members.

Copies of the proposed Email Notice, Postcard Notice, Long Form Notice and Claim Form will be provided to Class Members subject to Court approval and will

be available on the website created for the administration of this matter. These are available as **Exhibits C, D, E** and **F**, respectively. The Notices describe, among other things, the Claim submission process and the Class Members' rights to object to or exclude themselves from the Class.

4. 28 U.S.C. § 1715(b)(4) – any proposed or final class action settlement.

The Settlement Agreement is available as **Exhibit G**.

5. 28 U.S.C. § 1715(b)(5) – any settlement or other agreement contemporaneously made between class counsel and counsel for defendants.

There are no other settlements or other agreements between Class Counsel and counsel for Defendant beyond what is set forth in the Settlement Agreement.

6. 28 U.S.C. § 1715(b)(6) – any final judgment or notice of dismissal.

On June 14, 2022, the Court entered a Minute Entry denying in part and granting in part LensCrafters' motion for partial summary judgment (ECF 288), granting partial summary judgment with respect to all California equitable claims. The Minute Entry is available on the docket at ECF 294.

7. 28 U.S.C. § 1715(b)(7) – (A) If feasible, the names of class members who reside in each State and the estimated proportionate share of the claims of such members to the entire settlement to that State's appropriate State official; or (B) if the provision of the information under subparagraph (A) is not feasible, a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.

The definition of the Class in the proposed Settlement Agreement is all U.S. residents who, from September 5, 2013 to the date of the Preliminary Approval Order, purchased prescription eyeglasses in the United States from LensCrafters after being fitted with AccuFit. Excluded from the Class are LensCrafters, LensCrafters' employees, officers, and directors, as well as members of their immediate families; LensCrafters' legal representatives, heirs, and successors; and any judge, justice, or judicial officer who have presided over this matter and the members of their immediate families and judicial staff.

An estimated breakdown by state for known potential Class Members, and the estimated proportionate share of the claims of such members to the entire settlement is available as **Exhibit H**.

8. 28 U.S.C. § 1715(b)(8) – any written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b) subparagraphs (3) through (6).

Other than the Minute Entry order (ECF 294) relating to the Court's granting in part and denying in part LensCrafters' motion for partial summary judgment (ECF 288), there has been no written judicial opinions related to the materials described in 28 U.S.C. § 1715(b) subparagraphs (3) through (6).

If you have any questions about this notice, the Action, or the materials available for download at [www.CAFANotice.com](http://www.CAFANotice.com) under the folder entitled *Ariza et. al v. Luxottica Retail North America*, please contact the undersigned below.

Respectfully submitted,

*s/ Frank A. Dante*

FRANK A. DANTE

# Exhibit B

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## CAFA NOTICE SERVICE LIST

### **U.S. Attorney General**

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### **Alabama Attorney General**

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# Exhibit C

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*Phone:* (215) 569-5645  
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*Email:* frank.dante@blankrome.com

## VIA CERTIFIED MAIL

Date: November 1, 2023

To: All “Appropriate” Federal and State Officials Per 28 U.S.C. § 1715  
(see attached service list)

Re: Amended CAFA Notice for the proposed Settlement in *Ariza et. al v. Luxottica Retail North America*, No. 1:17-cv-05216-PKC-LB (E.D.N.Y.), pending in the United States District Court for the Eastern District of New York

Pursuant to Section 3 of the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, Defendant Luxottica of America Inc. d/b/a LensCrafters f/k/a/ Luxottica Retail North America Inc. d/b/a/ LensCrafters (“LensCrafters”) writes to amend its prior letter to you dated August 10, 2023, which notified you of the proposed settlement of the above-captioned action (the “Action”), currently pending in the United States District Court for the Eastern District of New York.

This Amended CAFA Notice serves to notify you of an updated estimated breakdown by state for known potential Class members, provide you the Preliminary Approval Order, and provide you the date, time, and location of the Final Approval (Final Fairness) Hearing that has now been scheduled by the Court.

Eight (8) items must be provided to you in connection with any proposed class action settlement pursuant to 28 U.S.C. § 1715(b). Each of these items is addressed below, and all updated exhibits are available for download at [www.CAFANotice.com](http://www.CAFANotice.com) under the folder entitled *Ariza et. al v. Luxottica Retail North America*:

1. 28 U.S.C. § 1715(b)(1) – a copy of the complaint and any materials filed with the complaint and any amended complaints.

The three (3) Class Action Complaints (FL), (NY), and (CA), Consolidated Complaint, Amended Consolidated Complaint and Second Amended Consolidated Complaint are available as **Exhibits A, A1, A2, A3, A4, and A5**, respectively. The Second Amended Consolidated Complaint is the operative complaint.

2. 28 U.S.C. § 1715(b)(2) – notice of any scheduled judicial hearing in the class action.

On July 31, 2023, Plaintiffs filed a motion for Preliminary Approval of the class action settlement. The Final Approval (Final Fairness) Hearing is scheduled on

February 26, 2024, at 10 a.m., at the United States District Court for the Eastern District of New York, Courtroom 4F, 225 Cadman Plaza East, Brooklyn, NY 11201. The Motion for Preliminary Approval and the proposed Preliminary Approval Order are available as **Exhibits B** and **B1**, respectively.

3. 28 U.S.C. § 1715(b)(3) – any proposed or final notification to class members.

Copies of the proposed Email Notice, Postcard Notice, Long Form Notice and Claim Form will be provided to Class members subject to Court approval and will be available on the website created for the administration of this matter. These are available as **Exhibits C, D, E** and **F**, respectively. The Notices describe, among other things, the Claim submission process and the Class Members' rights to object to or exclude themselves from the Class.

4. 28 U.S.C. § 1715(b)(4) – any proposed or final class action settlement.

The Settlement Agreement is available as **Exhibit G**.

5. 28 U.S.C. § 1715(b)(5) – any settlement or other agreement contemporaneously made between class counsel and counsel for defendants.

There are no other settlements or other agreements between Class Counsel and LensCrafters' Counsel beyond what is set forth in the Settlement Agreement.

6. 28 U.S.C. § 1715(b)(6) – any final judgment or notice of dismissal.

On June 14, 2022, the Court entered a Minute Entry denying in part and granting in part LensCrafters' motion for partial summary judgment (ECF 288), granting partial summary judgment with respect to all California equitable claims. The Minute Entry is available on the docket at ECF 294.

7. 28 U.S.C. § 1715(b)(7) – (A) If feasible, the names of class members who reside in each State and the estimated proportionate share of the claims of such members to the entire settlement to that State's appropriate State official; or (B) if the provision of the information under subparagraph (A) is not feasible, a reasonable estimate of the number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.

The definition of the Class in the proposed Settlement Agreement is all U.S. residents who, from September 5, 2013, to the date of the Preliminary Approval Order, purchased prescription eyeglasses in the United States from LensCrafters after being fitted with AccuFit. Excluded from the Class are LensCrafters, LensCrafters' employees, officers, and directors, as well as members of their immediate families; LensCrafters' legal representatives, heirs, and successors; and any judge, justice, or judicial officer who have presided over this matter and the members of their immediate families and judicial staff.

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An updated estimated breakdown by state for known potential Class members, and the estimated proportionate share of the Claims of such members to the entire settlement is available as **Exhibit H**.

8. 28 U.S.C. § 1715(b)(8) – any written judicial opinion relating to the materials described in 28 U.S.C. § 1715(b) subparagraphs (3) through (6).

The Preliminary Approval Order is available as Exhibit I.

If you have any questions about this CAFA Notice, the Action, or the materials available for download at [www.CAFANotice.com](http://www.CAFANotice.com) under the folder entitled *Ariza et. al v. Luxottica Retail North America*, please contact the undersigned below.

Respectfully submitted,

*s/ Frank A. Dante*

FRANK A. DANTE

# Exhibit D

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## CAFA NOTICE SERVICE LIST

### **U.S. Attorney General**

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Page 6 of 7

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Capitol, Room 114 East  
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Madison, WI 53707

# Exhibit E

**If you are a U.S. resident and purchased prescription eyeglasses from LensCrafters in the United States after being fitted with AccuFit between September 5, 2013 and September 20, 2023, you may be entitled to a payment of up to \$50 from a class action settlement for each pair of prescription eyeglasses purchased from LensCrafters.**

**[SUBMIT YOUR CLAIM HERE](#)**

**La información proporcionada en este aviso está disponible en español en [www.accufitclassaction.com](http://www.accufitclassaction.com)**

A \$39 million proposed settlement has been reached in a class action lawsuit titled Ariza et al v. Luxottica Retail North America, No. 17-cv-5216-PKC-LB pending in the United States District Court for the Eastern District of New York against Luxottica of America Inc. d/b/a LensCrafters f/k/a Luxottica Retail North America Inc. d/b/a LensCrafters (“LensCrafters”). If approved by the Court, the settlement will resolve Plaintiffs’ claims that LensCrafters made certain statements regarding its AccuFit Digital System that were allegedly misleading. LensCrafters strongly denies Plaintiffs’ allegations and stands behind the quality of its prescription eyewear. The Court has not made any determination as to who is right. If approved, the Settlement will avoid litigation costs and risks to Plaintiffs and LensCrafters, and will release LensCrafters from liability to members of the Class.

**Who is Included?**

The “Class” or “Nationwide Class” is defined as “All U.S. residents who, from September 5, 2013 to September 20, 2023, purchased prescription eyeglasses in the United States from LensCrafters after being fitted with AccuFit. Excluded from the Class are LensCrafters; LensCrafters’ employees, officers, and directors, as well as members of their immediate families; LensCrafters’ legal representatives, heirs, and successors; and any judge, justice, or judicial officer who have presided over this matter and the members of their immediate families and judicial staff. A more detailed Notice, including the exact Class definitions and

### **What does the Settlement Provide?**

LensCrafters will pay \$39,000,000 (thirty-nine million dollars) to establish a common fund for the benefit of the Class. There will be no reversion of the Settlement Fund to LensCrafters unless the Court does not approve the Settlement or the Settlement is reversed on appeal. To be eligible to receive a payment from the Settlement Fund, you must complete and submit a timely Claim Form not later than thirty (30) days after the entry of the Final Approval Order, which would occur after the Final Approval Hearing on February 26, 2024. Submit your claim form online at [www.accufitclassaction.com](http://www.accufitclassaction.com). Or, if you have requested a hard copy Claim Form, fill out the hard copy Claim Form and mail it to the following address, postmarked no later than thirty (30) days after the entry of the Final Approval Order: AccuFit Class Action Settlement c/o Kroll Settlement Administration, LLC, P.O. Box 5324, New York, NY 10150-5324

Class Counsel will apply to the Court by motion for an award to Class Counsel for attorneys' fees, for reimbursement of reasonable expenses, and for Class Representative service awards. This request will be filed by January 8, 2024. The request for attorneys' fees will be based on their services in this litigation, and will not exceed 33 1/3% of the Settlement Funds (up to \$13,000,000), and may ask to be reimbursed for up to \$2.75 million in current and ongoing litigation expenses, and up to \$10,000 in service awards for each of the plaintiffs serving as class representatives. Any payment to the attorneys will be subject to Court approval, and the Court may award less than the requested amount. The attorneys' fees, costs, and expenses that the Court orders, plus Notice costs and the costs to administer the Settlement, will come out of the Settlement Fund. When Class Counsel's motion for fees, costs, and litigation expenses is filed, a copy will be available at [www.accufitclassaction.com](http://www.accufitclassaction.com).

### **What are Your Rights and Options?**

The Court will exclude any person who asks to be excluded. If you exclude yourself from the Class (*i.e.*, opt out), you will

not be eligible to receive money or benefits from the Settlement. You will not be bound by any orders or judgments of the Court, and you will not give up your right to sue LensCrafters as part of any other lawsuit for the claims made in this case. The deadline to exclude yourself is February 5, 2024. Specific instructions on how to request exclusion are included in the Long-Form Notice available to download at [www.accufitclassaction.com](http://www.accufitclassaction.com). If you are a member of the Class and have not excluded yourself from the Settlement, you can object to the Settlement by January 29, 2024 if you do not like part or all of it. You may enter an appearance through an attorney if you so desire. The Court will consider your views. Specific instructions on how to submit an objection are included in the Long-Form Notice available to download at [www.accufitclassaction.com](http://www.accufitclassaction.com).

### **What if You do Nothing?**

If you do nothing, you will receive no money from the Settlement, you will be bound to the orders and judgments of the Court, and you will give up any right to sue (or continue to sue) LensCrafters for the claims being released by this Settlement.

### **Want More Information?**

Go to [www.accufitclassaction.com](http://www.accufitclassaction.com), call 833-933-8668 or write to AccuFit Class Action Settlement, c/o Kroll Settlement Administration, LLC P.O. Box 5324, New York, NY 10150-5324

# Exhibit F

AccuFit Class Action Settlement  
c/o Kroll Settlement Administration LLC  
P.O. Box 5324  
New York, NY 10150-5324

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45433

FIRST-CLASS MAIL  
U.S. POSTAGE PAID  
CITY, ST  
PERMIT NO. XXXX

## ELECTRONIC SERVICE REQUESTED

If you are a U.S. resident and purchased prescription eyeglasses from LensCrafters in the United States after being fitted with AccuFit between September 5, 2013 and September 20, 2023, you may be entitled to a payment of up to \$50 from a class action settlement for each pair of prescription eyeglasses purchased from LensCrafters.

*La información proporcionada en este aviso está disponible en español en [www.accufitclassaction.com](http://www.accufitclassaction.com)*

A \$39 million proposed settlement has been reached in a class action lawsuit titled *Ariza et al v. Luxottica Retail North America*, No. 17-cv-5216-PKC-LB pending in the United States District Court for the Eastern District of New York against Luxottica of America Inc. d/b/a LensCrafters f/k/a Luxottica Retail North America Inc. d/b/a LensCrafters ("LensCrafters"). If approved by the Court, the settlement will resolve Plaintiffs' claims that LensCrafters made certain statements regarding its AccuFit Digital System that were allegedly misleading. LensCrafters strongly denies Plaintiffs' allegations and stands behind the quality of its prescription eyewear. The Court has not made any determination as to who is right. If approved, the Settlement will avoid litigation costs and risks to Plaintiffs and LensCrafters, and will release LensCrafters from liability to members of the Class

<<Refnum Barcode>>

CLASS MEMBER ID: <<Refnum>>

**Postal Service: Please do not mark barcode**

<<FirstName>> <<LastName>>

<<Company>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip>>-<<zip4>>

<<Country>>

The "Class" or Nationwide Class is defined as "all persons who, from September 1, 2013 to September 20, 2023, purchased prescription eyeglasses in the United States from LensCrafters after being fitted with AccuFit. Excluded from the Class are LensCrafters; LensCrafters' employees, officers, and directors, as well as members of their immediate families; LensCrafters' legal representatives, heirs, and successors; and any judge, justice, or judicial officer who have presided over this matter and the members of their immediate families and judicial staff. A more detailed Notice, including the exact Class definitions and exceptions to Class membership, is available at [www.accufitclassaction.com](http://www.accufitclassaction.com).

### What does the Settlement Provide?

LensCrafters will pay \$39,000,000 (thirty-nine million dollars) to establish a common fund for the benefit of the Class. There will be no reversion of the Settlement Fund to LensCrafters unless the Court does not approve the Settlement or the Settlement is reversed on appeal. To be eligible to receive a payment from the Settlement Fund, you must complete and submit a timely Claim Form not later than thirty (30) days after the entry of the Final Approval Order, which would occur after the Final Approval Hearing on February 26, 2024. Submit your claim form online at [www.accufitclassaction.com](http://www.accufitclassaction.com). Or, if you have requested a hard copy Claim Form, fill out the hard copy Claim Form and mail it to the following address, postmarked no later than thirty (30) days after the entry of the Final Approval Order: AccuFit Class Action Settlement c/o Kroll Settlement Administration, LLC, P.O. Box 5324, New York, NY 10150-5324

Class Counsel will apply to the Court by motion for an award to Class Counsel for attorneys' fees, for reimbursement of reasonable expenses, and for Class Representative service awards. This request will be filed by January 8, 2024. The request for attorneys' fees will be based on their services in this litigation, and will not exceed 33 1/3% of the Settlement Funds (up to \$13,000,000), and may ask to be reimbursed for up to \$2.75 million in current and ongoing litigation expenses, and up to \$10,000 in service awards for each of the plaintiffs serving as class representatives. Any payment to the attorneys will be subject to Court approval, and the Court may award less than the requested amount. The attorneys' fees, costs, and expenses that the Court orders, plus Notice costs and the costs to administer the Settlement, will come out of the Settlement Fund. When Class Counsel's motion for fees, costs, and litigation expenses is filed, a copy will be available at [www.accufitclassaction.com](http://www.accufitclassaction.com).

### What are Your Rights and Options?

The Court will exclude any person who asks to be excluded. If you exclude yourself from the Class (i.e., opt out), you will not be eligible to receive money or benefits from the Settlement. You will not be bound by any orders or judgments of the Court, and you will not give up your right to sue LensCrafters as part of any other lawsuit for the claims made in this case. The deadline to exclude yourself is February 5, 2024. Specific instructions on how to request exclusion are included in the Long-Form Notice available to download at [www.accufitclassaction.com](http://www.accufitclassaction.com). If you are a member of the Class and have not excluded yourself from the Settlement, you can object to the Settlement by January 29, 2024 if you do not like part or all of it. You may enter an appearance through an attorney if you so desire. The Court will consider your views. Specific instructions on how to submit an objection are included in the Long-Form Notice available to download at [www.accufitclassaction.com](http://www.accufitclassaction.com).

### What if You do Nothing?

If you do nothing, you will receive no money from the Settlement, you will be bound to the orders and judgments of the Court, and you will give up any right to sue (or continue to sue) LensCrafters for the claims being released by this Settlement.

### Want More Information?

Go to [www.accufitclassaction.com](http://www.accufitclassaction.com), call 1-833-933-8668, or write to LensCrafters Class Action, c/o Kroll Settlement Administration, LLC P.O. Box 5324, New York, NY 10150-5324



# Exhibit G

**UNITED STATES DISTRICT COURT**  
**EASTERN DISTRICT OF NEW YORK**  
**BROOKLYN DIVISION**

**If you are a U.S. resident and purchased prescription eyeglasses from LensCrafters in the United States after being fitted with AccuFit between September 5, 2013 and September 20, 2023, you may be entitled to a payment of up to \$50 from a class action settlement for each pair of prescription eyeglasses purchased from LensCrafters.**

*This Notice is being provided by Order of the Court. It is not a solicitation from a lawyer. You are not being sued.*

*La información proporcionada en este aviso está disponible en español en [www.accufitclassaction.com](http://www.accufitclassaction.com).*

- A \$39,000,000 (thirty-nine million dollars) proposed settlement has been reached in a class action lawsuit pending in the United States District Court for the Eastern District of New York (the “Court”) against Luxottica of America, Inc. d/b/a LensCrafters f/k/a Luxottica Retail North America Inc. d/b/a LensCrafters (“LensCrafters” or “Defendant”).
- If approved by the Court, the settlement will resolve Plaintiffs’ claims that LensCrafters made certain statements regarding its AccuFit Digital System that were allegedly false or misleading. LensCrafters strongly denies Plaintiffs’ allegations and asserts that it never made any false or misleading statements about AccuFit. The Court has not made any determination as to who is right. If approved, the Settlement will avoid litigation costs and risks to Plaintiffs and LensCrafters, and will release LensCrafters from liability to members of the Class.
- The Class generally includes, subject to certain exclusions set forth in Paragraph 4 below, all United States residents who, since September 5, 2013 to September 20, 2023, purchased prescription eyeglasses in the United States from LensCrafters after being fitted with AccuFit.
- **Your legal rights may be affected whether you act, or don’t act. Read this notice carefully.**

<b>Your Legal Rights and Options</b>	
<b>SUBMIT A CLAIM</b>	This is the only way to be eligible to receive a payment from the Settlement. You must submit your claim by no later than thirty (30) days after the entry of the Final Approval Order, which would occur after the Final Approval Hearing on February 26, 2024.
<b>ASK TO BE EXCLUDED</b>	You must submit a valid request for exclusion to remove yourself from the Settlement and receive no payment from the Settlement. This is the only option that allows you ever to be part of any other lawsuit against Defendant concerning the Released Claims (as defined in the Settlement Agreement). Requests for Exclusion must be postmarked or received by February 5, 2024.

<b>OBJECT</b>	Write to the Court about why you do not like the Settlement. The deadline for objecting is January 29, 2024.
<b>ATTEND THE FAIRNESS HEARING</b>	You may request to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	If you do nothing, you will receive no money from the Settlement, but you will still give up certain rights to sue Defendant.

## BASIC INFORMATION

### 1. What is the lawsuit about?

The lawsuit is titled *Ariza et al v. Luxottica Retail North America, No. 17-cv-5216* (PKC) (LB) and is pending in the United States District Court for the Eastern District of New York. Plaintiffs claim that LensCrafters violated certain laws by making material misrepresentations about its AccuFit system, claiming that it was “five times more precise” than traditional methods, measuring “down to a tenth of a millimeter,” and that customers would have “clearer, crisper vision” and “see the world more clearly.” Plaintiffs allege that these representations were false because LensCrafters never updated its manufacturing process to manufacture glasses to a 0.1mm specification, and doing so would not have been clinically significant. Plaintiffs allege that consumers paid more than they would have if these representations had never been made. Plaintiffs do not allege that prescription eyeglasses purchased at LensCrafters are defective or harmful in any way. Plaintiffs bring claims under (1) the California Consumers Legal Remedies Act, (2) the Florida Deceptive and Unfair Trade Practices Act, (3) New York General Business Law § 349, (4) New York General Business Law § 350, and (5) unjust enrichment under the laws of Florida.

LensCrafters strongly denies all of Plaintiffs’ allegations and stands behind the quality of its prescription eyewear. LensCrafters would allege numerous defenses to Plaintiffs’ claims if the case against it were to proceed to trial. LensCrafters specifically denies that it made material misrepresentations about AccuFit or its manufacturing process. LensCrafters believes in the superiority of AccuFit measurements and the benefits this service provides to customers. AccuFit was also a complimentary service, meaning LensCrafters did not charge for the service or increase prices in connection with AccuFit. Accordingly, LensCrafters asserts that no customers paid more money for LensCrafters’ eyeglasses as a result of any alleged representations about AccuFit, and therefore Plaintiffs are not entitled to recover money in this lawsuit.

### 2. What is a class action and who is involved?

In a class action lawsuit, a person called a “Class Representative” sues on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The Class Representatives who sued—and all the Class Members like them—are called the Plaintiffs. The company they sued (in this case, LensCrafters) is called the Defendant. One court decides the issues for everyone in the Class—except for those people who choose to exclude themselves from the Class.

### 3. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or LensCrafters. Instead, both sides agreed to the Settlement. That way, they avoid the time, cost and risks of further litigation and trial. Plaintiffs and their attorneys think the Settlement is best for all Class members.

## WHO IS IN THE CLASS?

### 4. Am I part of the Class?

The “Class” or “Nationwide Class” is defined as:

“All U.S. residents who, from September 5, 2013 to September 20, 2023, purchased prescription eyeglasses in the United States from LensCrafters after being fitted with AccuFit. Excluded from the Class are LensCrafters; LensCrafters’ employees, officers, and directors, as well as members of their immediate families; LensCrafters’ legal representatives, heirs, and successors; and any judge, justice, or judicial officer who have presided over this matter and the members of their immediate families and judicial staff.

### 5. I’m still not sure if I’m included.

If you are still not sure if you are included, please review the detailed information contained in the Settlement Agreement, available for download at [www.AccuFitClassaction.com](http://www.AccuFitClassaction.com).

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

LensCrafters will pay \$39,000,000 (thirty-nine million dollars) to establish a common fund for the benefit of the Class. There will be no reversion of the Settlement Fund to LensCrafters unless the Court does not approve the Settlement or the Settlement is reversed on appeal.

### 7. What are the Settlement benefits being used for?

All Class members who submit an Approved Claim, as defined in the Settlement Agreement and described in Question 8 below, will receive a pro rata share of the Net Settlement Fund. More specifically, Class members who submit an Approved Claim shall each be eligible to receive up to \$50.00 for each set of prescription eyeglasses purchased from LensCrafters during the Class Period subject to pro rata reduction if the total claims exceed the Net Settlement Fund.

The Settlement Fund will also be used to pay, subject to Court approval: (1) attorneys’ fees plus Class Counsel’s reasonable expenses incurred in this litigation; (2) Service Awards to the Class Representatives; and (3) Notice and administration Expenses.

## HOW TO GET A PAYMENT

### 8. How can I file a Claim to get a payment from the Settlement?

To be eligible to receive a payment from the Settlement, you must complete and submit a timely Claim Form by no later than thirty (30) days after the entry of the Final Approval Order, which would occur after the Final Approval Hearing on February 26, 2024. Submit your claim form online at [www.AccuFitClassaction.com](http://www.AccuFitClassaction.com). Or, if you have requested a hard copy Claim Form, fill out the hard copy Claim Form and mail it to the address below, postmarked no later than thirty (30) days after the entry of the Final Approval Order:

AccuFit Class Action Settlement  
c/o Kroll Settlement Administration, LLC.  
P.O. Box 5324

Questions? Call 833-933-8668 Toll-Free or Visit [www.AccuFitClassaction.com](http://www.AccuFitClassaction.com)

New York, NY 10150-5324

If you do not submit a valid Claim Form by the deadline, you will not receive a payment from the Settlement, but you will be bound by the Court's judgment in these actions.

**9. When will I get payment from the Settlement?**

Payments from the Settlement will not be distributed until the Court grants final approval of the Settlement and any objections or appeals are resolved. It is uncertain whether and when any appeals will be resolved. Settlement updates will be provided on the Settlement website at [www.AccuFitClassaction.com](http://www.AccuFitClassaction.com) or may be obtained by contacting the Settlement Administrator.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**10. How do I exclude myself from the Settlement?**

Class members who have not previously opted out of the Class and wish to exclude themselves from the Class must submit a written Request for Exclusion. To be effective, such a request must include the Class member's name, mailing address, e-mail address, the signature of the Class member, and the following statement, "I want to opt out of the Class certified in the *Ariza v. Luxottica* litigation." Requests for Exclusion may be submitted by February 5, 2024 via First Class U.S. Mail and sent to the Settlement Administrator to:

AccuFit Class Action Settlement  
ATTN: Exclusions  
AccuFit Class Action Settlement  
c/o Kroll Settlement Administration, LLC.  
P.O. Box 5324  
New York, NY 10150-5324

**11. If I do not exclude myself, can I sue Defendant for the same thing later?**

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) LensCrafters for the claims being released by this Settlement.

**12. If I exclude myself, can I get compensation under this Settlement?**

No. If you exclude yourself, you will not get any compensation under the Settlement.

**OBJECTING TO THE SETTLEMENT**

**13. How do I tell the Court that I do not like the Settlement?**

If you are a member of the Class and have not excluded yourself from the Settlement, you can object to the Settlement if you do not like part or all of it. The Court will consider your views.

To submit an objection, you must submit a notice of intent to object to the Settlement that is filed with the Court and:

- Contains a caption that includes the name of the Action and the case number as follows: *Ariza et al v. Luxottica Retail North America*, No. 17-cv-5216 (PKC) (LB);
- Provide the name, address, telephone number and signature of the Class member filing the intent to object;
- Provide the approximate date of his/her purchase(s) of prescription eyeglasses from LensCrafters;
- Be filed with the United States District Court for the Eastern District of New York Clerk of the Court not later than thirty (30) days prior to the Final Approval (Final Fairness) Hearing;
- Be served on Plaintiffs’ Counsel (at the address below) and counsel for LensCrafters (at the address below) so it is received no later than thirty (30) days prior to the Final Approval (Final Fairness) Hearing;
- Contain the name, address, bar number and telephone number of the objecting Class member’s counsel, if represented by an attorney;
- Contain the number of class action settlements objected to by the Class member in the last three years; and
- State whether the objecting Class member intends to appear at the Final Approval (Final Fairness) Hearing, either in person or through counsel.

If the Class member is represented by counsel who intends to speak at the Final Approval (Final Fairness) Hearing, the notice of intent to object must also contain the following information:

- A detailed statement of the specific legal and factual basis for each and every objection; and
- A detailed description of any and all evidence the objecting Class member may offer at the Final Approval (Final Fairness) Hearing, including copies of any and all exhibits that the objecting Class member may introduce at the Final Approval (Final Fairness) Hearing.

Court	Class Counsel	Defense Counsel
Clerk of The Court US District Court Eastern District of New York 225 Cadman Plaza East Brooklyn, NY 11201	COHEN MILSTEIN SELLERS & TOLL PLLC Geoffrey Graber 1100 New York Avenue, N.W., Suite 500 East Washington, DC 20005-3964	BLANK ROME LLP Frank A. Dante Melissa Fundora Murphy One Logan Square 130 N. 18th Street Philadelphia, PA 19103

**14. What is the difference between objections and excluding myself from the Settlement?**

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Settlement means that you do not want to be part of the Class or the Settlement. If you exclude yourself, then you have no basis to object to the Settlement.

A Class Member who objects still remains in the Class and must timely submit a Claim Form in order to obtain a monetary award.

**THE LAWYERS REPRESENTING YOU**

**15. Do I have a lawyer in this case?**

Yes. The Court has appointed the law firm of Cohen Milstein Sellers & Toll PLLC to represent the members of the Class. These lawyers are called Class Counsel. If you wish to remain a member of the Class, you do

not need to hire your own lawyer because Class Counsel is working on your behalf. If you wish to pursue your own case separate from this one, or if you exclude yourself from the Class, these lawyers will no longer represent you. You will need to hire your own lawyer at your own expense if you wish to pursue your own lawsuit against LensCrafters.

**16. How will the lawyers be paid?**

Class Counsel will apply to the Court by motion for an award to Class Counsel for attorneys' fees, for reimbursement of reasonable expenses, and for Class Representative service awards. This request will be filed by January 8, 2024. The request for attorneys' fees will be based on their services in this litigation, and will not exceed 33 1/3% of the Settlement Funds (up to \$13,000,000), and may ask to be reimbursed for up to \$2.75 million in current and ongoing litigation expenses, and up to \$10,000 in service awards for each of the plaintiffs serving as class representatives.

Any payment to the attorneys will be subject to Court approval, and the Court may award less than the requested amount. The attorneys' fees, costs, and expenses that the Court orders, plus Notice costs and the costs to administer the Settlement, will come out of the Settlement Fund. When Class Counsel's motion for fees, costs, and litigation expenses is filed, a copy will be available at [www.AccuFitClassaction.com](http://www.AccuFitClassaction.com).

## THE COURT'S FAIRNESS HEARING

**17. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a hearing to decide whether to approve the Settlement (the "Fairness Hearing"). You may attend and you may ask to speak, but you don't have to. The Court will hold a Fairness Hearing on February 26, 2024, at 10 a.m., at the United States District Court for the Eastern District of New York, Courtroom 4F, 225 Cadman Plaza East, Brooklyn, NY 11201. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. You may attend and you may ask to speak, if you make a request as instructed in Question 18, but you don't have to. The Court will listen to people who have asked to speak at the hearing. At or after the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. The Court may move the Fairness Hearing to a later date without providing additional notice to the Class. Updates will be posted to the Settlement website regarding any changes to the hearing date or conduct of the Fairness Hearing.

**18. May I speak at the hearing?**

You, or any lawyer you retain, may ask the Court for permission to speak at the Fairness Hearing. To do so, you must include in your objection to the Settlement a statement saying that it is your intent to appear at the Fairness Hearing. Your Objection and notice of intent to appear must be submitted to the Court and postmarked no later than January 29, 2024.

## GETTING MORE INFORMATION

**19. How do I get more information about the Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Settlement Agreement, which is available at [www.AccuFitClassAction.com](http://www.AccuFitClassAction.com) along with other important documents and information. You may also contact the Settlement Administrator by mail, email, or phone using the following contact information:

Questions? Call 833-933-8668 Toll-Free or Visit [www.AccuFitClassaction.com](http://www.AccuFitClassaction.com)

AccuFit Class Action Settlement  
c/o Kroll Settlement Administration, LLC.  
P.O. Box 5324  
New York, NY 10150-5324  
info@accufitclassaction.com  
833-933-8668

**Please do not call the Court or the Court Clerk's Office to inquire about this Settlement.**



# Exhibit H



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### AccuFit Class Action Settlement

#### CLAIM FORM

#### INSTRUCTIONS

Plaintiffs claim that LensCrafters made certain statements regarding its AccuFit Digital System that were allegedly false or misleading. LensCrafters strongly denies Plaintiffs’ allegations and asserts that it never made any false or misleading statements about AccuFit.

You are a Class Member if you are a United States resident who, from September 5, 2013 to September 20, 2023, purchased prescription eyeglasses in the United States from LensCrafters after being fitted with AccuFit. To be eligible for payment you must submit a valid Claim no later than thirty (30) days after the entry of the Final Approval Order, which would occur after the Final Approval Hearing on February 26, 2024.

#### How Do I Fill Out and Submit This Claim Form?

If you believe you are eligible and you would like to submit a claim, you have two options: (1) complete and submit the online Claim Form at [www.AccuFitClassAction.com](http://www.AccuFitClassAction.com), or (2) complete a paper Claim Form and send it by first-class mail to:

AccuFit Class Action Settlement  
c/o Kroll Settlement Administration, LLC  
P.O. Box 5324  
New York, NY 10150-5324

Your claim must be submitted online, or post-marked, by no later than thirty (30) days after the entry of the Final Approval Order, which would occur after the Final Approval Hearing on February 26, 2024. Please read and follow these instructions carefully. Please do not omit any information asked for. Failure to provide complete and accurate information may result in a delay in the processing of your Claim Form.

**Settlement payments may be digitally sent to you via email.** Please ensure you provide a current, valid email address and mobile phone number with your Claim submission. During the Claims submission process, you will be provided with a number of digital payment options to receive your Settlement payment. If the information you include with your submission becomes invalid or outdated for any reason, it is your responsibility to provide accurate contact information to the Settlement Administrator to receive a payment. If you do not provide a valid email address, a physical check will be mailed to you at the street address you provide below.

The information provided on this Claim Form will be used solely by the Court-approved Settlement Administrator for the purposes of administering the Settlement and will not be provided to any third party or sold for marketing purposes.



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**ACCUFIT CLASS ACTION CLAIM FORM**

**NAME\*** \_\_\_\_\_  
*FIRST NAME, LAST NAME*

**STREET ADDRESS\*** \_\_\_\_\_  
**APT**

**CITY\*** \_\_\_\_\_ **STATE\*** \_\_\_\_\_ **ZIP\*** \_\_\_\_\_

**MOBILE PHONE NUMBER\*** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**EMAIL ADDRESS\*** \_\_\_\_\_ @ \_\_\_\_\_

**VERIFY EMAIL ADDRESS\*** \_\_\_\_\_ @ \_\_\_\_\_

Please ensure you provide a current, valid email address and mobile phone number with your Claim submission. If the email address or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide the Settlement Administrator with a current, valid email address and mobile phone number for payment.

Please complete the below chart with the information requested:

<b>PURCHASE DATE</b>	<b>LENSCRAFTERS LOCATION OF PURCHASE (CITY AND STATE)</b>	<b>STATE OF RESIDENCE WHEN PURCHASE WAS MADE</b>



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**DOCUMENTATION**

For a Claim to be considered valid, you must provide proof of purchase by submitting one (1) of the following:

- 1. A copy of the receipt(s) of the purchase (must identify the prescription glasses model, date of purchase, and LensCrafters location);

**OR**

- 2. A statement under penalty of perjury that the Class Member purchased the claimed prescription glasses after being fitted with AccuFit.

Your failure to complete and submit the Claim Form filed online or postmarked by no later than thirty (30) days after the entry of the Final Approval Order may prevent you from receiving any payment from the Settlement. Claim Forms must be substantially complete at the time of submission to be considered timely filed. Submission of this Claim Form does not ensure that you will share in the payment. The Settlement Administrator reserves the right to dispute the material facts concerning your claim and may require additional information and/or documentation to validate your claim.

**CERTIFICATION**

By signing this Claim submission, I certify, under penalty of perjury, that the information included with this Claim submission is accurate and complete to the best of my knowledge, information, and belief. If I am submitting this Claim submission on behalf of a Claimant, I certify that I am authorized to submit this Claim submission on the individual’s behalf. I am, or the individual on whose behalf I am submitting this Claim submission is, a member of the Class, and have not submitted a request to exclude myself, or “opt out of,” the Settlement. I agree and consent to be communicated with electronically via email and/or mobile phone text (message & data rates may apply). I agree to furnish additional information regarding this Claim submission if so requested to do so by the Settlement Administrator.

\_\_\_\_\_  
**SIGNATURE\***

\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
**DATE**



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# Exhibit I

## Exclusion List

Count	Record Identification Number
1	746763STKDG2G
2	74676D8RTT56F
3	74676HZJ6MYKG
4	74676HM3139F1
5	74676HR18MGQH
6	74676HSNJF984
7	74676HW9FZ139
8	74676HWXPKDS3
9	74676CZVPDHKG
10	74676HM4HTQD5
11	74676CKVXG78S
12	74676DQ8D70MS
13	74676HYW6CK1W
14	74676HGRVQNYN
15	74676HGV3V47V
16	74676HXR8B04K
17	74676DX76CX6V
18	74676HK80Y0PR
19	74676HMTJHJSX
20	74676HQPDPDJR
21	74676HV95PX2M
22	74676F2GDVRR6
23	74676G9992FTB
24	74676HWSWY9K6
25	74676HYJDTV23
26	74676CVPZ9B52
27	74676HG5XP4N2
28	74676HVQDM3NH
29	74676HHZ2MM4J
30	74676HMPY8079
31	74676HMN26XVM
32	74676HQD1581N
33	74676HJ72125F
34	74676CBQTBSNK
35	74676HG1D46Z0
36	74676HJFFJ9XM
37	74676HT9BWKRH
38	74676DW2MSBZS
39	74676HSKCJ2YF