

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.

- 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.**

Your Legal Rights and Options	
SUBMIT A CLAIM	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.
ASK TO BE EXCLUDED	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.

OBJECT	Write to the Court about why you do not like the Settlement. The deadline for objecting is January 29, 2024.
ATTEND THE FAIRNESS HEARING	You may request to speak in Court about the fairness of the Settlement.
DO NOTHING	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.

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. 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

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 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:

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- 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.

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 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

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.