

## **Notice of Online Contact Lens Antitrust Settlements**

*Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.)*

No. 2:16-cv-01183 (D. Utah)

This is a Court approved Legal Notice. This is not an advertisement.

### **Important Information – Read Carefully**

#### **IF YOU PURCHASED CONTACT LENSES ONLINE BETWEEN JANUARY 1, 2004 AND SEPTEMBER 12, 2019, YOU MAY BE AFFECTED BY CLASS ACTION SETTLEMENTS.**

- This Notice is to alert you to proposed Settlements reached with Defendants Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.), Vision Direct, Inc., Walgreen Co., Walgreens Boots Alliance, Inc., and 1-800 Contacts, Inc. (collectively, “Defendants”) in a class action.
- The lawsuit alleges that Defendants entered written agreements that affected the market for online retail for contact lenses in violation of Section 1 of the Sherman Antitrust Act, 15 U.S.C. §1. The lawsuit was brought by individuals who made at least one online purchase of contact lenses from one or more of the Defendants.
- The Court did not decide which side was right. Defendants deny any wrongdoing. 1-800 Contacts, Inc. agreed to enter into a Settlement Agreement to avoid the further expense, inconvenience and burden of protracted litigation, and the distraction and diversion of its personnel and resources, and thereby to put to rest this controversy, and to avoid the risks inherent in uncertain, complex litigation. Plaintiffs and Defendants disagree on who would have won. But both sides agreed to the Settlements to resolve the case.
- Proposed Settlements have been reached with Defendants. Defendants have agreed to pay a total of \$40 million (the “Settlement Fund”). Before any money can be distributed, the Court will have a Fairness Hearing (defined below) to decide whether to approve the Settlements. Court approval of these Settlements will resolve all relevant claims against Defendants.
- Your legal rights will be affected whether or not you act. Please read this entire Notice carefully.
- The Court in charge of this case must decide whether to approve the Settlements. Payments will be made if the Court approves the Settlements and, if there are any appeals, after appeals are resolved.

The Court has appointed the lawyers listed below to represent you and the Settlement Classes:

David W. Mitchell  
Robbins Geller Rudman & Dowd LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101

Carl E. Goldfarb  
Boies Schiller Flexner LLP  
401 East Las Olas Blvd., Suite 1200  
Fort Lauderdale, FL 33301

## **YOUR LEGAL RIGHTS AND OPTIONS IN THESE SETTLEMENTS**

|                                 |  |
|---------------------------------|--|
| <b>SUBMIT A CLAIM FORM</b>      | The only way to receive your share of the Settlement Fund.   |
| <b>EXCLUDE YOURSELF</b>         | Get no payment. This is the only option that allows you to ever be part of any other lawsuit against Defendants about the legal claims in this case. |
| <b>OBJECT</b>                   | Write to the Court about why you do not like the Settlements.  |
| <b>GO TO A FAIRNESS HEARING</b> | Ask to speak in Court about the fairness of the Settlements.   |
| <b>DO NOTHING</b>               | Get no payment and give up your rights to be part of any other lawsuit against Defendants about the legal claims in this case.                       |

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## **I. BASIC INFORMATION**

### **1. Why did I get this Notice?**

You are receiving this Notice because records indicate that you may have purchased contact lenses online from one or more of the Defendants between January 1, 2004 and September 12, 2019.

You have the right to know about this litigation and about your legal rights and options before the Court decides whether to approve the proposed Settlements. If the Court approves the Settlements and after any objections or appeals are resolved, an administrator appointed by the Court will make the payments that the Settlements allow. This Notice explains the litigation, the proposed Settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them.

### **2. What is this litigation about?**

The lawsuit alleges that Defendants entered written agreements that affected the online retail market for contact lenses in violation of Section 1 of the Sherman Antitrust Act, 15 U.S.C. §1. The lawsuit was brought by individuals who made at least one online purchase of contact lenses from one or more of the Defendants.

The Court supervising the case is the United States District Court for the District of Utah. The case is called *Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.)*, No. 2:16-cv-01183.

The individuals who are prosecuting this lawsuit, referred to as “Class Plaintiffs,” are J Thompson, Iysha Abed, Daniel J. Bartolucci, William P. Duncanson, Tyler Nance, Leia Pinto, Jill Schulson, and Edward Ungvarsky.

Class Plaintiffs allege, among other things, that 13 other online contact lens retailers entered into bilateral written agreements with 1-800 Contacts to not compete in certain online advertising. These retailers included the other Defendants. Class Plaintiffs allege that online advertising is an effective tool for allowing e-commerce retailers to market directly to consumers at the moment the consumer is interested in making a purchase or expressed an interest in a particular item.

Class Plaintiffs further allege that these agreements prohibited the parties to the agreements from bidding on the Defendants’ trademarks and other related terms as “keywords” in their online paid search advertising campaigns through search engines such as Google. Class Plaintiffs claim that the agreements also committed the agreeing parties to use “negative keywords,” which are instructions to the search engine that a company’s advertisement should not appear in response to a search query for Defendants’ registered trademarks and other related terms.

These restraints, Class Plaintiffs allege, and Defendants deny, prevented consumers from receiving the benefits of additional paid search advertising.

As a result, Class Plaintiffs allege that Defendants were able to charge, and all Settlement Class Members paid, higher prices for contact lenses in the online market than they would have paid had there been additional paid search advertising among Defendants.

As mentioned above, Defendants deny any wrongdoing.

### **3. Why is this a class action?**

A class action is a lawsuit in which a representative plaintiff or plaintiffs bring claims on behalf of themselves and other similarly situated persons (*i.e.*, the class) who have similar claims against defendants. The plaintiffs, the Court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for class counsel's fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are typically paid from the Settlement Fund (or the Court judgment amount) and must be approved by the Court. If there is no recovery, the attorneys do not get paid any fees or reimbursed for their litigation expenses.

When a class plaintiff enters into a settlement, such as the proposed Settlements with Defendants here, the Court will require that the members of the class be given notice of the settlement and an opportunity to be heard. The Court then holds a Fairness Hearing to determine, among other things, if the settlement is fair, reasonable, and adequate to the members of the class.

### **4. Why are there Settlements?**

The Court did not decide in favor of Class Plaintiffs or Defendants. Class Plaintiffs and their Court-appointed counsel ("Co-Lead Class Counsel") thoroughly investigated the facts and law regarding the claims at issue in this litigation as well as Defendants' potential defenses. As a result of this investigation, Class Plaintiffs believe Defendants violated Section 1 of the Sherman Antitrust Act, 15 U.S.C. §1, and seek monetary relief for all Settlement Class Members who allegedly paid more for contact lenses purchased online than they would have paid had there been additional paid search advertising.

Defendants think Class Plaintiffs' claims are completely unfounded and believe the claims would have been rejected either prior to trial, at trial, or on appeal. By settling the case, Defendants do not admit that any of Class Plaintiffs' allegations have merit. 1-800 Contacts, Inc. agreed to enter into a Settlement Agreement to avoid the further expense, inconvenience and burden of protracted litigation, and the distraction and diversion of its personnel and resources, and thereby to put to rest this controversy, and to avoid the risks inherent in uncertain, complex litigation.

None of the disputed issues was decided with respect to claims against Defendants. Instead, after engaging in lengthy, detailed, arm's-length negotiations, Class Plaintiffs and Defendants reached agreements to settle the case. Collectively, Class Plaintiffs recovered a total of \$40 million (the "Settlement Fund") through these Settlements. If the Settlements are approved, both sides will avoid the cost and risk of adverse outcomes before or after trial or on appeal, and

the Settlement Class Members who submit valid claims will receive compensation, if entitled to compensation under the Plan of Distribution approved by the Court. Class Plaintiffs and Co-Lead Class Counsel believe the Settlements are in the best interests of all Settlement Class Members.

## **II. WHO CAN PARTICIPATE IN THE SETTLEMENTS**

### **5. How do I know if I am part of the Settlements?**

The Court has preliminarily certified Settlement Classes in each of the Settlements. Settlement Class Members include persons falling within one or more of the following groups:

All persons in the United States who do not timely exclude himself, herself, or themselves and who made at least one online purchase of contact lenses from 1-800 from January 1, 2004 to September 12, 2019 or any of the following entities during the specified time period: (i) Vision Direct, Inc. (“Vision Direct”), Walgreens Boots Alliance, Inc., Walgreen Co. (“Walgreens,” collectively with Vision Direct referred to as “WAG/VD”) from January 1, 2004 to September 12, 2019; (ii) Arlington Contact Lens Service, Inc. or National Vision Inc. (collectively, “AC Lens/NVI”) from March 10, 2010 to September 19, 2017; or (iii) Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.) (“Luxottica”) from December 23, 2013 to July 5, 2019. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any alleged Agreement Counterparties, governmental entities and instrumentalities of government, states and their subdivisions, agencies and instrumentalities;

All persons in the United States who made at least one online purchase of contact lenses from 1-800 Contacts, Inc. or Walgreen Co., Walgreens Boots Alliance, Inc., or Vision Direct, Inc. from January 1, 2004 to September 12, 2019, who do not timely exclude himself, herself, or themselves from the Class. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any alleged Advertising Agreement Counterparties, governmental entities and instrumentalities of government, states and their subdivisions, agencies and instrumentalities;

All persons in the United States who made at least one online purchase of contact lenses from 1-800 Contacts, Inc., Arlington Contact Lens Service, Inc., or National Vision, Inc. from March 10, 2010 through September 19, 2017, who do not timely exclude themselves from the Class. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates, any alleged co-conspirators, government entities and instrumentalities of government, states and their subdivisions, agencies and instrumentalities; and

All persons in the United States who made at least one online purchase of contact lenses from 1-800 Contacts, Inc. or Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.) from December 23, 2013 through July 5, 2019, who do not timely exclude himself, herself, or themselves from the Class. Excluded from

the Settlement Classes are Defendants, their parent companies, subsidiaries and affiliates, any alleged Advertising Agreement Counterparties, governmental entities and instrumentalities of government, states and their subdivisions, agencies and instrumentalities.

#### **6. Which contact lens purchases are covered by the Settlements?**

In order to qualify under the terms of the Settlements, contact lens purchases must have been made online, *i.e.*, through a retailer's website or mobile application, during the time period(s) set forth in the Settlement Classes, in Question 5 above. Websites operated by Defendants included: [www.contactsdirect.com](http://www.contactsdirect.com), [www.targetoptical.com](http://www.targetoptical.com), [www.lenscrafters.com](http://www.lenscrafters.com), [www.walgreens.com](http://www.walgreens.com), [www.visiondirect.com](http://www.visiondirect.com), and [www.1800contacts.com](http://www.1800contacts.com).

Contact lens purchases made over the telephone or at a brick and mortar retailer do not qualify for the Settlements.

#### **7. Are there exceptions to being included in a Settlement Class?**

Yes. You are not included in a Settlement Class if you are a Defendant or one of its parent companies, subsidiaries or affiliates, an alleged Advertising Agreement Counterparty (as alleged in the Complaint), governmental entity or instrumentality of government, state or its subdivision, agency or instrumentality.

#### **8. What if I am still not sure if I am included in a Settlement Class?**

If you are still not sure whether you are included in a Settlement Class, you can ask for free help. Call toll free 1-888-506-0436, or visit [www.onlinecontactlenssettlement.com](http://www.onlinecontactlenssettlement.com) for more information.

### **III. THE SETTLEMENT BENEFITS**

#### **9. What do the Settlements provide?**

Defendants will collectively pay the Settlement Classes \$40 million. The Settlement Amounts agreed to by each of the Defendants are as follows:

|                         |               |
|-------------------------|---------------|
| 1-800 Contacts, Inc.    | \$ 15,100,000 |
| Walgreens/Vision Direct | \$ 12,000,000 |
| AC Lens/National Vision | \$ 7,000,000  |
| Luxottica               | \$ 5,900,000  |

The \$40 million Settlement Fund, plus interest earned and less taxes, any costs associated with notifying the Settlement Classes, Settlement Administration, Court-awarded attorneys' fees and expenses, and service awards to Class Plaintiffs, will be divided among all Settlement Class Members who send in a valid Claim Form.

In addition to monetary relief, three Defendants agreed to provide transaction data, documents and other assistance to Class Plaintiffs.

## **10. Can the Settlement Amount be reduced or the Settlements be terminated?**

In certain circumstances, each Defendant has the right to request a modification of the Settlement Amount or to terminate the Settlements. The right to seek reduction in the Settlement Amount or terminate the Settlements if too many Settlement Class Members choose to opt out of the Settlements is set forth at Section 10 of the respective Agreements entered into by each Defendant.

If Defendants do not invoke Section 10 of the Agreements, all Settlement Funds are “non-reversionary,” which means that Defendants do not have a right to claw back any portion of the Settlement Fund.

## **11. Will I get a payment?**

If you are a member of any of the Settlement Classes and do not opt out, you are eligible to file a Claim Form to receive your share of money from the Settlements, if entitled to compensation under the Plan of Distribution, approved by the Court. If you do not submit a Claim Form, you will not receive a payment from the Settlements.

The amount of your payment will be determined by the Plan of Distribution that the Court approves. The Plan of Distribution allocates the Net Settlement Fund as follows, which approximates the relative gross sales (in U.S. dollars) from the various Defendants during the relevant class period as a percentage of the total of such sales from all Defendants:

- 74% shall be allocated to Allowed Claimants on Allowed Purchases from 1-800 Contacts, Inc.;
- 20% shall be allocated to Allowed Claimants on Allowed Purchases from Walgreen Co., Walgreens Boots Alliance, Inc., or Vision Direct, Inc.;
- 4% shall be allocated to Allowed Claimants on Allowed Purchases from Arlington Contact Lens Service, Inc. and National Vision, Inc.; and
- 2% shall be allocated to Allowed Claimants on Allowed Purchases from Luxottica of America, Inc.

Your payment amount will be based on your *pro rata* share of the Net Settlement Fund in the proportion that your total purchases bears to the total purchases of all the authorized claimants for that Defendant. The administrator will total your *pro rata* share of the Net Settlement Fund allocated to each Defendant to get your total distribution. The Plan of Distribution authorizes Co-Lead Class Counsel not to make payments to Settlement Class Members whose payment would be so small that it is not efficient to make a payment to them.

For more details and regular updates regarding the Plan of Distribution and the settlement process, please visit the settlement website, [www.onlinecontactlenssettlement.com](http://www.onlinecontactlenssettlement.com) or contact the Settlement Administrator at 1-888-506-0436.

## **12. How can I get a payment?**

To qualify for payment, you must submit a Claim Form to the Settlement Administrator. You may submit a Claim Form online through the settlement website, [www.onlinecontactlenssettlement.com](http://www.onlinecontactlenssettlement.com). You must complete the Claim Form verifying under penalty of perjury the total contact lenses purchased online from one or more of the Defendants during the Class Period(s). Your Claim Form will be reviewed and a determination will be made as to whether you have any contact lens purchases qualifying and allowed for payment. The Settlement Administrator may ask for documentation to support your claim.

Read the instructions carefully, fill out the form, sign it, and submit it. Claim Forms must be submitted by December 4, 2020.

## **13. When will I receive a payment?**

The Court will hold a Fairness Hearing on October 20, 2020 at 10:00 a.m. to decide whether to approve the proposed Settlements. If the Court approves the Settlements, there may be appeals after that. It is always uncertain when those appeals will be resolved. Resolving them can take time, perhaps more than a year. Please be patient.

## **14. What am I giving up to get a payment or stay in a Settlement Class?**

Unless you exclude yourself, you are staying in the Settlement Classes, and that means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the Released Parties about the legal and factual issues in this case. It also means that all the Court's orders will apply to you and legally bind you. As described in the Agreements, upon the Effective Date of the Settlements, each of the Settlement Class Members: (i) shall be deemed to have, and by operation of the Judgment and Order of Dismissal shall have, fully, finally, and forever released, relinquished, and discharged against the Releasees (whether or not such Settlement Class Member executes and delivers a Proof of Claim Form or receives any payment from the Settlement proceeds) any and all Released Claims (including, without limitation, Unknown Claims); (ii) shall be permanently barred and enjoined from the commencement, assertion, institution, maintenance, prosecution, or enforcement of any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum, or forum of any kind, asserting any of the Released Claims against the Releasees or Defense counsel and any claims arising out of, relating to, or in connection with the defense, settlement, or resolution of the Action or the Released Claims, except for claims relating to the enforcement of the terms of the Agreements.

“Released Claims” shall be any and all manner of claims, debts, demands, rights, interests, actions, suits, causes of action, whether class, individual or otherwise in nature; fees, costs, penalties, damages whenever incurred, and liabilities of any nature whatsoever (including, without limitation, direct or indirect claims or demands of rescission, damages, interest, attorneys’ fees, and any other costs, expenses or liabilities whatsoever), whether based on

federal, state, local, statutory or common law, in equity, or on any other law, rule or regulation, or the law of any foreign jurisdiction, whether fixed or contingent, known or unknown, liquidated or unliquidated, suspected or unsuspected, asserted or unasserted, matured or unmatured, which Releasors, whether directly, representatively, derivatively, or in any other capacity, now or ever had against Releasees through date of execution of the Agreements, arising from or relating in any way to any conduct that was alleged, or could have been alleged, based on the predicate of the Action, under the Sherman Antitrust Act, 15 U.S.C. §1, or any federal, state, local, statutory or common law, in equity, or on any other law, statute, rule or regulation, or the law of any foreign jurisdiction.

Any further capitalized terms used in this paragraph are defined in the Agreements, which can be accessed on the website, [www.onlinecontactlenssettlement.com](http://www.onlinecontactlenssettlement.com).

A description of the claims you are giving up against Defendants and the Released Parties is also set forth in the Agreements at Section 7, which may be obtained on the settlement website, [www.onlinecontactlenssettlement.com](http://www.onlinecontactlenssettlement.com), or by contacting the Settlement Administrator at 1-888-506-0436.

Unless you exclude yourself, you are “releasing” the claims described herein and in the Agreements whether or not you later submit a claim.

#### **IV. EXCLUDING YOURSELF FROM THE SETTLEMENTS**

If you do not want a payment from these Settlements and want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, you must take steps to get out of the Settlement Classes. This is called excluding yourself and is also sometimes referred to as “opting out” of the Settlement Classes.

##### **15. What if I do not want to be part of the Settlements?**

If you decide to exclude yourself from or “opt out” of the Settlement Classes, you will be free to sue Defendants or any of the other Released Parties on your own for the claims being resolved by the Settlements. However, you will not receive any money from the Settlements, and Co-Lead Class Counsel will no longer represent you with respect to any claims against Defendants. If you exclude yourself from the Settlement Class(es) of which you are a member, you will be excluding yourself from all four Settlements. If you want to receive money from the Settlements, do not exclude yourself.

##### **16. How do I get out of the Settlements?**

You can exclude yourself or opt out by sending a written Request for Exclusion to the Settlement Administrator. A Request for Exclusion must be: (a) in writing; (b) signed by you or your authorized representative; (c) state, at a minimum, your name, address, and phone number; (d) include proof of membership in a Settlement Class; (e) identify the claim number (if any) that you received; and (f) include a signed statement stating substantially that “I/we hereby request that I/we be excluded from the proposed Settlement Classes in the *Thompson v. 1-800 Contacts, Inc., Vision Direct, Inc., Walgreens Boots Alliance, Inc., Walgreen Co., Arlington Contact Lens*

*Service, Inc., National Vision, Inc., Luxottica of America, Inc. (f/k/a Luxottica Retail North America, Inc.)* litigation.” Proof of membership in a Settlement Class may consist of purchase histories, order confirmations and other materials confirming that you made an online contact lens purchase from one or more of the Defendants during the applicable period.

You cannot exclude yourself by telephone or email. You must do so in writing and by U.S. mail. To be valid, your Request for Exclusion must be postmarked by September 21, 2020 and mailed to the Settlement Administrator at the following address:

*Thompson v. 1-800 Contacts, Inc.*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the Settlements. However, you will not be legally bound by the Settlements or anything that happens in this lawsuit.

#### **17. If I exclude myself, can I get money from the Settlements?**

No. You will not get any monetary benefits from the Settlements if you exclude yourself.

#### **18. If I exclude myself, can I object to the Settlements?**

No. If you exclude yourself, you are no longer a member of the Settlement Classes and may not comment on or object to any aspect of the Settlements.

### **V. OBJECTING TO THE SETTLEMENT**

#### **19. How can I tell the Court what I think about the Settlements?**

If you are a member of a Settlement Class and have not excluded yourself, you can tell the Court what you think about the Settlements. You can object to any part of the Settlements, the Plan of Distribution, the request for attorneys’ fees and expenses, or any request for service awards to Class Plaintiffs for representing the Settlement Classes. You can give reasons why you think the Court should approve them or not. The Court will consider your views.

If you want to make an objection, you must do so in writing and file it with the Court by mailing it to the address below. Your written objection must include the following: (a) whether you intend to appear at the Fairness Hearing in person or through counsel (though an appearance is not necessary for the Court to consider your objection); (b) proof of membership in a Settlement Class; and (c) the specific grounds for the objection and any reasons why you desire to appear and be heard, as well as all documents or writings that you desire the Court to consider. Proof of membership in a Settlement Class may consist of purchase histories, order confirmations and

other materials confirming that you made an online contact lens purchase from Defendants during the applicable period.

You cannot make an objection by telephone or email. To be considered, you must file your objection with the Court by September 21, 2020 by mailing it to the Court at the following address:

The Honorable Tena Campbell  
United States District Court for the  
District of Utah  
351 South West Temple  
Salt Lake City, UT 84101

If you do not timely submit an objection in the manner stated, your views will not be considered by the Court or any court on appeal.

## **20. What is the difference between objecting and excluding?**

Objecting is simply telling the Court you do not like something about the Settlements. You can object only if you stay in the Settlement Classes. Excluding yourself is telling the Court that you do not want to be part of the Settlement Classes. If you exclude yourself, you have no basis to object because the Settlements no longer affect you.

## **VI. THE LAWYERS REPRESENTING YOU**

### **21. Do I have a lawyer in this case?**

Yes. The Court has appointed the lawyers listed below to represent you and the Settlement Classes:

David W. Mitchell  
Robbins Geller Rudman & Dowd LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101

Carl E. Goldfarb  
Boies Schiller Flexner LLP  
401 East Las Olas Blvd., Suite 1200  
Fort Lauderdale, FL 33301

These lawyers are called Co-Lead Class Counsel. Co-Lead Class Counsel will apply to the Court for payment of attorneys' fees and expenses from the Settlement Fund. You will not otherwise be charged for Co-Lead Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **22. How will the lawyers be paid?**

To date, Co-Lead Class Counsel have not been paid any attorneys' fees or reimbursed for significant out-of-pocket costs in connection with the litigation. Any attorneys' fees and reimbursement of costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Agreements provide that Co-Lead Class Counsel may apply to

the Court for an award of attorneys' fees and reimbursement of costs out of the Settlement Fund. Prior to the Fairness Hearing, Co-Lead Class Counsel will move for an award of attorneys' fees not to exceed 33% percent of the Settlement Fund; reimbursement of litigation costs of up to \$4.5 million; and interest on such attorneys' fees and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys' fees and costs are paid. Co-Lead Class Counsel may also ask the Court to approve service awards of up to \$12,500 to compensate Class Plaintiffs for their efforts on behalf of the Settlement Classes. The motion by Co-Lead Class Counsel for attorneys' fees and costs and service awards will be available on the settlement website after the applications are filed on August 22, 2020.

The Court will consider Co-Lead Class Counsel's requests for attorneys' fees, expenses, and any service awards at or after the Fairness Hearing.

## **VII. THE COURT'S FAIRNESS HEARING**

### **23. When and where will the Court decide whether to approve the Settlements?**

The Court will hold a Fairness Hearing at 10:00 a.m. on October 20, 2020 at the United States District Court for the District of Utah, 351 South West Temple, Courtroom 3.400, Salt Lake City, UT 84101. The Fairness Hearing may be moved to a different date or time without additional notice, or may be held telephonically, so you should check [www.onlinecontactlenssettlement.com](http://www.onlinecontactlenssettlement.com) before making travel plans. At the Fairness Hearing, the Court will consider whether the Settlements are fair, reasonable, and adequate, and whether the Plan of Distribution is fair and adequate. The Court will also consider how much to pay Co-Lead Class Counsel and whether to approve litigation expenses and service awards to Class Plaintiffs. If there are objections, the Court will consider them at this time. At or after the Fairness Hearing, the Court will decide whether to approve the Settlements. We do not know how long this decision will take.

### **24. Do I need to come to the Fairness Hearing?**

No. Co-Lead Class Counsel will be prepared to answer any questions the Court may have at the Fairness Hearing. However, you are welcome to attend the Fairness Hearing at your own expense. If you send an objection, you do not have to come to Court to explain it. As long as you mailed your objection on time as set out in this Notice, the Court will consider it. You also may pay another lawyer to attend on your behalf, but this is not required.

### **25. May I speak at the Fairness Hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. If you want to appear at the Fairness Hearing and make an objection either in person or through an attorney hired at your own expense, you will need to state your intention to appear at the Fairness Hearing in your written objection. See Question 19 for information on how to file your objection.

## **VIII. IF YOU DO NOTHING**

### **26. What happens if I do nothing?**

If you do nothing, you will not get any money from the Settlements. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or the Released Parties about the legal and factual issues in this case.

## **IX. GETTING MORE INFORMATION**

### **27. How do I get more information?**

This Notice summarizes the Settlements. More details are available in the Agreements. You can get complete copies of the Agreements at [www.onlinecontactlenssettlement.com](http://www.onlinecontactlenssettlement.com). The website has answers to common questions about these Settlements, a Claim Form, and other information to help you determine whether you are a member of the Settlement Classes and whether you are eligible for a payment. You also may contact the Settlement Administrator at 1-888-506-0436, or the following address:

*Thompson v. 1-800 Contacts, Inc.*  
c/o CPT Group, Inc.  
50 Corporate Park  
Irvine, CA 92606