

Superior Court of the State of California
County of San Francisco

FULL NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION

Snow et al. v. LensCrafters et al., CGC-02-405544 (San Francisco Superior Court)

To: All persons who had their eyes examined at an EYEXAM office located in California and purchased eyewear on the same day from LensCrafters during the period from March 12, 1998 through February 4, 2008.

This Notice contains important information that may affect your legal rights.

1. The following case is now pending against LensCrafters, Inc. (“LensCrafters”) and EYEXAM of California, Inc. (“EYEXAM”) (collectively “Defendants”): *Snow et al. v. LensCrafters et al.*, CGC-02-405544 (San Francisco Superior Court) (the “Action”).
2. The purpose of this Notice is to provide a brief summary of the claims asserted in the Action and the terms of the proposed settlement, including the benefits to which you may be entitled. This Notice also describes what to do if you wish to be excluded from the proposed settlement, or if you want to object to the proposed settlement. **If you wish to be included in the proposed settlement, you do not have to do anything to indicate your consent. If you wish to receive the benefits available to you under the settlement, you must return a Claim Form, a copy of which will be mailed to you at your last known address.**
3. The Action was filed by individuals who allege that Defendants engaged in misleading advertising practices, violated California laws regarding business and financial relationships between opticians and optometrists, including co-location, and improperly disclosed patients’ medical information to each other and their agents. Defendants deny that they have committed any violations of law or engaged in any of the wrongful acts alleged in the complaints filed in the Action, or otherwise. In order to resolve the Action, and forever resolve these claims, Defendants have agreed to the settlement described below.
4. For purposes of settlement only, the Court has certified a California class consisting of “all persons who had their eyes examined at an EYEXAM office located in California and purchased eyewear on the same day from LensCrafters during the period from March 12, 1998 through February 4, 2008” (the “Settlement Class”).
5. The Court has appointed the following attorney as Class Counsel representing Plaintiffs and the Settlement Class: Matthew D. Davis of the law firm Walkup, Melodia, Kelly & Schoenberger, 650 California Street, 26th Floor, San Francisco, California 94108.

PROPOSED SETTLEMENT AGREEMENT

6. The terms of the proposed settlement of the Action are set forth in detail in the Settlement Agreement and Release (“Agreement”), on file and available for public review at the office of the Clerk of the Court, Superior Court of California, County of San Francisco, Civic Center Courthouse, 400 McAllister Street, San Francisco, California 94102 or from the San Francisco Superior Court’s website www.sftc.org. In summary, the Agreement, if approved, requires the following:

- Defendants will send to each potential Class Member, via U.S. Mail, a postcard Notice and Claim Form notifying each Class Member of the settlement and of the benefits available to the Class Member, according to the date on which the Class Member had their eyes examined at EYEXAM and purchased eyewear on the same day from LensCrafters.
- Category 1 Class Members are those Class Members who had their eyes examined at EYEXAM and purchased eyewear from LensCrafters on the same day, on any day from January 1, 2000 through February 4, 2008. Category 1 Class Members are eligible to receive, at their election, either a \$70 Unrestricted Voucher (as defined below) or a \$30 cash payment. If less than 50% of Category 1 Class Members return their Claim Forms, there will be an enhancement and each Settlement Class Member in this category who submitted a valid Claim Form will also be sent an additional \$25 Unrestricted Voucher, regardless of whether they elected a cash payment or an Unrestricted Voucher.
- Category 2 Class Members are those Class Members who had their eyes examined at EYEXAM and purchased eyewear from LensCrafters on the same day, on any day from March 12, 1998 through December 31, 1999. Category 2 Class Members are eligible to receive a \$40 Unrestricted Voucher, as described below.
- An Unrestricted Voucher is a voucher good on any product or service, transferable to other persons, combinable with any other coupons, or group discounts, and usable at either EYEXAM or LensCrafters. Unrestricted Vouchers shall not be combinable with another Unrestricted Voucher, except that one \$70 Unrestricted Voucher shall be combinable with one \$25 Unrestricted Voucher issued as an enhancement, as set forth above. The Unrestricted Voucher shall be valid for one year from the date of issuance. The Unrestricted Voucher may be used on a single visit only at either EYEXAM or LensCrafters. There will be no cash back or store credit from any unused portion of the voucher.
- Subject to Court approval, Defendants will also pay attorneys' fees up to \$4,000,000, and court costs up to \$225,000 to Class Counsel; and will pay \$5,000 to each of the two Class Representatives. Defendants will pay for the costs of notice and settlement administration. Details of the Agreement are on file with the Court for your review.

YOUR OPTIONS WITH RESPECT TO THE PROPOSED SETTLEMENT

7. If you fit within the definition of the Settlement Class and you agree with the settlement, you need do nothing at all to indicate your consent. **You will be a member of the Settlement Class and will be deemed to have agreed to the terms of the settlement.** This also means that you shall have fully, finally, and forever irrevocably released, relinquished and discharged with prejudice LensCrafters, EYEXAM, and each of their predecessors, successors, parents, subsidiaries and affiliates, including, without limitation, Luxottica Group, S.p.A., Luxottica Retail Group, U.S. Shoe Corp., Luxottica U.S. Holdings Corp., Luxottica Sun Corp., EyeMed, Inc., and EyeMed Vision Care, LLC, and each of their past and present officers, directors, employees, agents, attorneys, accountants, advisors, wholesalers, retailers, distributors, shareholders, representatives, partners, insurers, heirs and assigns, from any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, restitution, disgorgement, costs, attorney fees, losses, expenses, obligations or demands, of any kind whatsoever, whether in

arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis or on behalf of the general public, whether known or unknown, suspected or unsuspected, threatened, asserted or unasserted, actual or contingent, liquidated or unliquidated, whether under federal statutory law, federal common law or federal regulation, or the statutory or common laws or regulations of any and all states or subdivisions, which were alleged, are alleged, or could have been alleged in the Action, including, without limitation, all claims relating to Defendants' business model and their co-location and business relationship with each other, their marketing practices, or their maintaining of the confidentiality of patient information, including, without limitation, the disclosure, release or use of any patient medical information. Released Claims shall not include claims for bodily injury arising out of any alleged optometric malpractice or medical malpractice. As used in this provision, the term "malpractice" does not encompass the handling of patient information.

8. If you fit within the definition of the Settlement Class, you may decide, for whatever reason, that you do not want to participate in the settlement. If you wish to be excluded from the settlement, you must send a letter or postcard, postmarked no later than June 2, 2008, and include your name, address, telephone number, the name of the case (*Snow et al. v. LensCrafters, et al.*, Case No. CGC-02-405544 (San Francisco Superior Court)), and a statement that you do not wish to participate in the settlement. All requests for exclusion must be signed by or on behalf of the person requesting exclusion and be sent to the following counsel:

Class Counsel

Matthew D. Davis
Walkup, Melodia, Kelly & Schoenberger
650 California Street, 26th Floor
San Francisco, CA 94108

Defendants' Counsel

Lori A. Schechter
Morrison & Foerster LLP
425 Market Street
San Francisco, CA 94105

9. If you validly and timely request exclusion from the settlement: (i) you will be excluded from the Settlement Class and you will not be permitted to object to the settlement; (ii) you may not file a Claim Form to participate in the benefits of the settlement; (iii) you will not be bound by the final judgment entered in this Action; and (iv) you will not be precluded from otherwise prosecuting, at your expense, any individual claim, if timely, you may have related to the matters referred to in the Action.
10. If you fit within the definition of the Settlement Class and you would like to participate in the settlement, you still have the option of objecting to or commenting on the settlement under the procedures set forth below in paragraph 13. You may (but need not) choose to hire, at your expense, an attorney to represent you for this purpose. However, you will be barred from bringing your own individual lawsuit asserting claims related to the matters referred to in the Action, and, if your objection is rejected, you will be bound by the final judgment just as if you had not objected. You additionally have the right to consult and/or retain an attorney of choice at your own expense to advise you regarding the settlement and your rights in connection with the settlement and the settlement hearing. You have the right, either personally or through an attorney retained by you, to appear at the Settlement Hearing and/or to seek to intervene in the Action.

THE SETTLEMENT HEARING

11. A hearing (the “Settlement Hearing”) will be held at the following location:

Date: July 11, 2008

Time: 9:30 a.m.

Superior Court of California, County of San Francisco
Civic Center Courthouse, Department 304
400 McAllister Street
San Francisco, CA 94102

Honorable Richard A. Kramer

12. The purpose of the Settlement Hearing is for the Court to decide whether the proposed settlement is fair, and should be approved, and to decide whether to award the fees, costs and incentive awards requested by Plaintiffs and Class Counsel.

13. **If you wish to object to the settlement, you must file a written objection describing the basis for the objection with the Court. If you wish to be heard at the Settlement Hearing, you should so indicate in your written objection. Your objection must indicate that you are a member of the Settlement Class.** The written objection must be mailed or hand-delivered to the Clerk of the Court, Superior Court of California, County of San Francisco, Civic Center Courthouse, 400 McAllister Street, San Francisco, California 94102, must identify the case as *Snow et al. v. LensCrafters, et al.*, Case No. CGC-02-405544 (San Francisco Superior Court), and must be received by the Court no later than June 2, 2008. You must also mail copies of your written objection to the counsel listed in paragraph 8 above, which must be received by the Parties’ counsel no later than June 2, 2008. **SETTLEMENT CLASS MEMBERS WHO DO NOT TIMELY MAKE THEIR OBJECTIONS IN THIS MANNER WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND SHALL NOT BE HEARD AT THE SETTLEMENT HEARING.**

14. If the settlement is not approved, or if it is approved but the judgment entered by the Court does not become final, the Court will vacate the conditional certification of the class, appointment of the class representatives and Class Counsel, and the case will proceed as though the Settlement Class had never been certified.

MORE INFORMATION

15. More information can be obtained by examining the file for *Snow et al. v. LensCrafters, et al.*, Case No. CGC-02-405544, at the Superior Court of California, County of San Francisco, Civic Center Courthouse, 400 McAllister Street, San Francisco, California 94102, during business hours, or from the San Francisco Superior Court’s website www.sftc.org. Additionally, you may obtain more information by contacting Class Counsel at the address noted in paragraph 8, by visiting the Settlement Website at www.SnowSettlement.com or by calling toll-free 1-888-283-1113. **Questions should not be directed to the Court.**
16. The publication of this Notice is not an expression of any opinion by the Court as to the merits of the lawsuit or as to the fairness of the proposed settlement. This Notice is published to advise you of the pendency of the Action, the proposed settlement, and your rights with respect thereto.