Exhibit B

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI

MARK FANTROY and MARLO GEORGE, individually and on behalf of all others similarly situated, Plaintiffs, v. OAKLEY, INC., LUXOTTICA OF AMERICA INC., and COSTA DEL MAR, INC., Defendants.	Case No. 4:23-cv-00433-SEP Hon. Sarah E. Pitlyk

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT

Before the Court is Plaintiffs' Unopposed Motion and Incorporated Memorandum of Law in Support of Preliminary Approval of Class Settlement. (ECF No. 38). The parties have informed the Court that they have reached a settlement agreement. The Settlement Agreement is filed as Exhibit A to the Declaration of Yitzchak Kopel in support of Plaintiffs' motion. (ECF No. 39). Plaintiffs move the Court for an Order: (1) granting preliminary approval of the Settlement; (2) conditionally certifying the Settlement Class for settlement purposes only; (3) appointing Mark Fantroy and Marlo George as Settlement Class Representatives; (4) approving the proposed Notice Plan; (5) approving Yitzchak Kopel and Stephen A. Beck of Bursor & Fisher, P.A. as Class Counsel; and (6) setting a date for the Final Approval Hearing. After careful review of the record before the Court, the Court hereby **GRANTS** Plaintiffs' unopposed motion for the reasons stated herein.

Federal Rule of Civil Procedure 23(e) states that "claims, issues or defenses of a certified class may be settled, voluntarily dismissed, or compromised only with the court's approval." Rule 23(e) sets forth the procedures that apply to a proposed settlement and requires the Court to

approve the settlement, if it would bind class members, only after a hearing and on a finding that the settlement is fair, reasonable and adequate. Prior to that hearing, the Court must first make a preliminary inquiry regarding the terms of the settlement. If the Court finds that it will likely be able to approve the proposal under Rule 23(e)(2) and certify the class for purposes of judgment on the proposal, the Court may direct notice to class members and then subsequently conduct the final hearing required by Rule 23(e) after the class members have had time to opt out or object to the terms of the settlement. During the final hearing the Court shall determine whether the settlement is fair, reasonable and adequate under Rule 23. Prior to the final approval hearing, the Court may grant preliminary approval and issue notice of settlement.

After review of the terms of the Settlement Agreement, the Court preliminarily finds that the terms of the Settlement Agreement are within the parameters of Rule 23. Therefore, the Court **ORDERS** the following:

1. Preliminary Approval Of Proposed Settlement. The Settlement Agreement, including all exhibits thereto (the "Agreement"), is preliminarily approved as fair, reasonable and adequate and within the range of reasonableness for preliminary settlement approval. The Court finds that: (a) the Agreement resulted from extensive arm's length negotiations; and (b) the Agreement is sufficient to warrant notice of the Settlement to persons in the Settlement Class and a full hearing on the approval of the Settlement.

2. Class Certification For Settlement Purposes Only. Pursuant to Federal Rule of Civil Procedure 23(c), the Court conditionally certifies, for settlement purposes only, the following Settlement Class:

> [A]ll consumers who made at least one Qualifying Purchase from April 1, 2020 through April 12, 2023 (such period, the "Class Period").

Ex. A at § 1(b). A Qualifying Purchase is defined as follows:

> [A] retail transaction for the purchase of tangible personal property from Luxottica of America Inc., Costa Del Mar, Inc., or Oakley, Inc. for which all of the following are true: (a) the transaction was made via one of the following websites: Glasses.com, LensCrafters.com, OakleySI.com, Oakley.com, Rayban.com, SunglassHut.com, CostaDelMar.com, and TargetOptical.com; (b) the transaction was completed between April 1, 2020 through April 12, 2023; (c) the purchased property was shipped by or on behalf of Defendants from a location outside the state of Missouri; (d) the purchaser's delivery address was within the state of Missouri; and (e) Defendants charged the purchaser an amount of tax on the transaction that exceeded the Vendor's Use Tax Amount for that transaction.

Id. Any transaction on which the purchaser received a refund is excluded from Qualifying Purchases, in whole or in part, and the Settlement Class excludes the persons and entities identified in the Agreement. Ex. A at § 1(b). In connection with this conditional certification, the Court makes the following preliminary findings for settlement purposes only under Federal Rules of Civil Procedure 23(a) and (b)(3):

(a) The Settlement Class appears to be so numerous that joinder of all members is impracticable;

(b) There appear to be questions of law or fact common to the Settlement Class for purposes of determining whether this Settlement should be approved;

(c) Plaintiffs' claims appear to be typical of the claims being resolved through the proposed settlement;

(d) Plaintiffs and Plaintiffs' counsel appear to be capable of fairly and adequately protecting the interests of the Settlement Class Members in connection with the proposed settlement;

(e) Common questions of law and fact appear to predominate over questions affecting only individual persons in the Settlement Class. Accordingly, the Settlement Class appears to be sufficiently cohesive to warrant settlement by representation; and

(f) Certification of the Settlement Class appears to be superior to other available methods for the fair and efficient resolution of the claims of the Settlement Class.

3. Class Counsel and Representatives. Pursuant to Federal Rule of Civil Procedure 23(g), Yitzchak Kopel and Stephen A. Beck of Bursor & Fisher, P.A., are hereby **APPOINTED** as Class Counsel; and Plaintiffs Mark Fantroy and Marlo George are hereby **APPOINTED** Class Representatives;

4. Class Notice and Opt-Outs and Objections. The parties' Proposed Notice Plan is **APPROVED**. Kroll is appointed as Settlement Administrator. Because the Settlement Agreement leaves the schedule to be set by the Court, the Court sets the following schedule:

(a) Defendants shall provide the Class List to the Settlement Administrator, with a copy to Class Counsel, within 14 days of the date of this Order.

(b) The Settlement Administrator shall provide Notice to the Settlement Class in accordance with the Notice Plan within 30 days of the date of this Order.

(c) Class Counsel shall file any motion for attorneys' fees, costs, and incentive awards no later than 60 days after the date of this Order.

(d) Settlement Class Members shall have the right to either opt out or object to this settlement pursuant to the procedures in the Settlement Agreement by the date that is 90 days after the date of this Order.

(e) Plaintiffs shall file their motion for final approval no later than 120 days after the date of this Order.

5. Final Approval Hearing. A Final Approval Hearing is set for _____, at _____, in Courtroom 16 North, United States District Court for the Eastern District of Missouri, Thomas F. Eagleton United States Courthouse, 111 South Tenth Street, St. Louis, Missouri, 63102.

IT IS SO ORDERED.

DATED: _____, 2026

_____
SARAH E. PITLYK
UNITED STATES DISTRICT JUDGE