Exhibit D

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Fantroy, et al. v. Oakley, Inc., et al., Case No. 4:23-00433
United States District Court for the Eastern District of Missouri

If you live in Missouri and bought products on www.glasses.com, www.lenscrafters.com, www.oakleysi.com, www.oakley.com, www.rayban.com, www.sunglasseshut.com, www.costadelmar.com, and/or www.targetoptical.com between April 1, 2020, and April 12, 2023, you could get money from a Settlement.

Includes online purchases made from Defendants' websites.

A federal Court authorized this notice. This is not a solicitation from a lawyer.

- There is a Settlement in a class action lawsuit that claims Defendants Luxottica of America, Inc., Costa Del Mar, Inc., and Oakley, Inc. charged higher sales tax to some Missouri consumers who made purchases online as described below. Defendants deny that they did anything wrong. Under the Settlement, automatic refunds will be provided to eligible consumers.
- Generally, you are included as a Class Member if: (a) your transaction was made via one of the following websites: www.glasses.com, www.lenscrafters.com, www.oakleysi.com, www.oakley.com, www.rayban.com, www.sunglasseshut.com, www.costadelmar.com, and/or www.targetoptical.com; (b) your transaction was completed between April 1, 2020 and April 12, 2023; (c) the purchased property was shipped by or on behalf of Defendants from a location outside the State of Missouri; (d) your delivery address was within the State of Missouri; and (e) Defendants charged you an amount of tax on the transaction that exceeded the Vendor's Use Tax Amount for that transaction.
- A Settlement Fund of $437,540.99 will pay (1) money to eligible Class Members; (2) the costs of notice and administration; (3) incentive awards to the Class Representatives; and (4) attorneys' fees, costs, and expenses (*see* Question 8).
- Your legal rights are affected whether you act or not.
- **Read this Notice carefully because it explains decisions you must make and actions you must take now.**

YOUR LEGAL RIGHTS AND OPTIONS	
EXCLUDE YOURSELF	Get no money from the Settlement. This is the only choice that allows you ever be part of any other lawsuit against Defendants about the claims in this case (*see* Question 15).
OBJECT	Write to the Court about why you don't like the Settlement (*see* Question 20).
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement (*see* Question 25)
DO NOTHING	If you are included, get an automatic payment. Give up your rights to sue Defendants about the claims in this lawsuit.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to those who qualify if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why was this Notice issued?

The Court authorized this Notice because you have a right to know about a proposed Settlement, and your rights and options, before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights. Your legal rights are affected whether you act or not.

Judge Sarah E. Pitilyk of the United States District Court for the Eastern District of Missouri is overseeing this case. This lawsuit is known as *Fantroy, et al. v. Oakley, Inc., et al.*, No. 4:23-cv-00433. The people who sued are called the "Plaintiffs." Luxottica of America, Inc., Costa Del Mar, Inc., and Oakley, Inc. are the "Defendants."

2. What is this lawsuit about?

The lawsuit claims that Defendants charged some Missouri consumers more sales tax than they should have for products they bought on Defendants' websites, or other websites, between April 1, 2020, and April 12, 2023 that were shipped from locations outside the state. The included websites are: www.glasses.com, www.lenscrafters.com, www.oakleysi.com, www.oakley.com, www.rayban.com, www.sunglasseshut.com, www.costadelmar.com, and/or www.targetoptical.com. Defendants deny the claims in this lawsuit and that they did anything wrong.

This Notice is only a summary. More detail is provided in the Settlement Agreement, available at [INSERT SETTLEMENT WEBSITE HERE]

3. Why is this a class action?

In a class action, one or more people called "class representatives" (in this case, Mark Fantroy and Marlo George), sue on behalf of themselves and other people who have similar claims. Together, all of these people are "Class Members." One court resolves the issues for all Class Members, except for those who exclude themselves from the class (*see* Question 15).

4. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, they avoid the costs and uncertainty of a trial, and Class Members receive the benefits described in this Notice. The proposed Settlement does not mean that any law was broken or that Defendants did anything wrong. The parties believe that the Settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class includes anyone who made a qualifying purchase. A qualifying purchase is where:

- You made at least one purchase of tangible personal property from Defendants;
- You made the transaction on one of Defendants' websites, including, www.glasses.com, www.lenscrafters.com, www.oakleysi.com, www.oakley.com, www.rayban.com, www.sunglasseshut.com, www.costadelmar.com, and/or www.targetoptical.com;
- You completed your purchase between April 1, 2020, and April 12, 2023;
- The product was shipped to you by or for Defendants from a location outside of Missouri;
- Your delivery address was located within Missouri; and
- A tax rate higher than the Vendor's Use Tax Rate was applied to your purchase (*see* Question 6).

6. How do I know what tax rate should have been applied to my purchase?

Under the Settlement, the parties agree the applicable tax rate is based on the current Missouri state and local vendor's use tax rates in your location on the date of your purchase. This tax rate is called the Vendor's Use Tax Rate.

The applicable tax can be calculated using the following formula:

(Product charges before tax + shipping & handling charges) x Vendor's Use Tax Rate

7. If I received a refund on my qualifying purchase, am I included?

If you received a full refund on your qualifying purchase, you are not included. However, if you received a partial refund, you might still be eligible to receive a payment as a Class Member.

8. What if I'm still not sure if I'm included?

If you are not sure whether you are a Class Member, or have any other questions about the Settlement, visit the website, [INSERT SETTLEMENT WEBSITE HERE]. You may also send questions to the Settlement Administrator at Luxottica Missouri Tax Settlement, P.O. Box 0000, City, ST 00000.

SETTLEMENT BENEFITS – WHAT YOU CAN GET

9. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide money to Class Members. A Settlement Fund of $437,540.99 will pay Class Members (*see* Question 5), attorneys' fees and costs, costs of notice and administration, and an incentive award of up to $5,000 to the Class Representatives (*see* Question 19).

The Settlement Agreement, available at [INSERT SETTLEMENT WEBSITE HERE], has more information.

10. What can I get from the Settlement?

You will get an automatic payment based on the amount you were charged above the Vendor's Use Tax Rate on your qualifying purchase(s). The amount of your payment will depend on the amount you were charged compared to the applicable Vendor's Use Tax Rate, the number of Class Members eligible for a refund, and the amount of money in the Settlement Fund. Payment amounts will be adjusted proportionally to ensure that all eligible Class Members receive a payment.

11. What happens if there are funds remaining after distribution?

If there are any funds remaining after all claims are processed, those funds will be distributed to The OneSight Foundation, subject to Court approval. No remaining funds will be returned to Defendants.

12. When will I get my payment?

Class Members will receive their payments after the Court grants final approval to the Settlement and any appeals are resolved (see "The Court's Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient.

HOW TO RECEIVE A PAYMENT

13. How can I get a payment?

To get a payment under the Settlement, you do not need to do anything. Class Members will receive an automatic payment to the email account that was used to make the qualifying purchase.

If you need to update your contact information or want to receive your payment by check, you need to complete

and submit a Payment Method Selection Form. This form can be found online at [INSERT SETTLEMENT WEBSITE HERE].

14. What if I do nothing?

If you are a Class Member and you do nothing, you will get an automatic payment from the Settlement and you will be bound by the Court's decisions.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want a payment from this Settlement, but you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement Class. This is called excluding yourself—or it is sometimes referred to as "opting out" of the Settlement Class.

15. How can I get out of the Settlement?

To exclude yourself from the Settlement Class, you must complete an online Opt-Out Form, available at [INSERT SETTLEMENT WEBSITE HERE] by **[Month 00, 202X]**.

You can also mail a letter to the Settlement Administrator. If you send a letter, it must include:

1. Your first and last name;
2. The unique ID code from your Notice;
3. A statement that you wish to be excluded from the Settlement Class in *Fantroy, et al. v. Oakley, Inc., et al.*, No. 4:23-cv-00433; and
4. Your signature (you must personally sign the letter).

Your written exclusion request must be postmarked by **[Month 00, 202X]**. Send your request to:

Luxottica Missouri Tax Settlement Exclusions
P.O. Box 0000
City, ST 00000

16. If I exclude myself, can I still get a payment?

No. You will not get a payment if you exclude yourself from the Settlement.

17. If I don't exclude myself, can I sue Defendants for the same thing later?

No. If the Court approves the proposed Settlement and you do not exclude yourself from the Settlement Class, you give up (or "release") all claims made in this lawsuit.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court has appointed an attorney to represent you and the other Class Members in this lawsuit. The lawyers representing you and the Class Members are called "Class Counsel." You will not be charged for the services of this lawyer.

You may contact Class Counsel as follows:

Yitzchak Kopel and Stephen Beck
Bursor & Fisher, P.A.
1330 Avenue of the Americas, 32nd Floor
New York, NY 10019

If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel have not been paid anything to date for their work on this case. Class Counsel will request attorneys' fees and expenses of up to 33.33% of the Settlement Fund.

Class Counsel will also ask the Court for incentive awards of up to $5,000 for the Class Representatives for their work on behalf of the Settlement Class. Any incentive award will also be paid out of the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with the Settlement or some part of it.

20. How can I tell the Court if I do not like the Settlement?

If you choose to remain a Class Member, you can object to any part of the proposed Settlement. The Court will consider your views.

To object, you must send a letter stating that you object to *Fantroy, et al. v. Oakley, Inc., et al*., No. 4:23-cv-00433. Your written objection must also include:

1. Your first and last name;
2. The unique ID code from your notice;
3. A written statement describing your objection(s), including any documents and/or any supporting evidence;
4. The name and contact information of your lawyer (if any);
5. A statement of whether you (or your lawyer) intend to appear and speak at the Fairness Hearing; and
6. Your signature.

You must mail your objection to the following address, postmarked by **[MONTH 00, 202X]**:

Luxottica Missouri Tax Settlement Exclusions
P.O. Box 0000
City, ST 00000

21. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can only object if you stay in the Settlement Class. If you object to the Settlement, you are still a Class Member, and you are eligible for an automatic payment.

Excluding yourself is telling the Court that you don't want to be a part of the Settlement Class. If you exclude yourself, you have no basis to object to the Settlement and appear at the Fairness Hearing because it no longer affects you.

REMAIN IN THE CLASS

22. What am I giving up to stay in the Class?

If the Settlement becomes final, you can't sue Defendants or be part of any other lawsuit against Defendants about the issues in this case. Unless you exclude yourself, all of the decisions by the Court will bind you. The Settlement Agreement is available at [INSERT SETTLEMENT WEBSITE HERE] and describes the specific claims you give up if you remain in the Settlement. Please read it carefully.

If you have any questions, you can talk to the lawyers listed in Question 18 for free or you can talk to your own

lawyer if you have questions about what this means.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing (called a Fairness Hearing) to decide whether to approve the Settlement. You may attend and ask to speak, but you don't have to.

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

On **[MONTH 00, 202X]** at **00:00 x.m.** the Court will hold a Fairness Hearing at the United States District Court for the Eastern District of Missouri in Courtroom XX, United States Courthouse, 111 South 10th Street, St. Louis, MO 63102. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [INSERT SETTLEMENT WEBSITE HERE] for updates.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court may also decide whether to award attorneys' fees and costs, as well as a special payment to the Class Representatives. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

24. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have at the Fairness Hearing. But you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

25. May I speak at the fairness hearing?

Yes, if you file an objection, you may ask the Court for permission to speak at the hearing. To do so, you must submit an objection, postmarked by **[MONTH 00, 202X]**, stating that you (or your lawyer) intend to appear at the Fairness Hearing (*see* Question 20).

GETTING ADDITIONAL INFORMATION

26. How can I get more information?

This Notice is only a summary. More details are in the Settlement Agreement, available at [INSERT SETTLEMENT WEBSITE HERE]. You also may write with questions to the Settlement Administrator at Luxottica Missouri Tax Settlement, P.O. Box 0000, City, ST 00000, or submit questions online at [INSERT SETTLEMENT WEBSITE HERE].