

Exhibit J

In re Luxottica of America Inc. Data Security Breach Litigation,

Case No. 1:20-cv-00908-MRB (S.D. Ohio)

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

IF YOU WERE A PATIENT OF A LUXOTTICA-OWNED OR -AFFILIATED EYE CARE PRACTICE LOCATED IN THE UNITED STATES, YOU MAY BE ELIGIBLE FOR BENEFITS FROM A CLASS ACTION SETTLEMENT.

This is not a solicitation from a lawyer, junk mail, or an advertisement.

A Court authorized this Notice.

This case is known as *In re Luxottica of America Inc. Data Security Breach Litigation*, Case No. 1:20-cv-00908-MRB, filed in the United States District Court District of Ohio (the “Litigation”). The judge is the Honorable Michael R. Barrett. The Persons who sued are called the “Plaintiffs” and the company they sued, Luxottica of America Inc., is known as the “Defendant” in this case. Luxottica is referred to as “Defendant” or “Luxottica” in this Notice.

A proposed settlement has been reached in the Litigation.

This Litigation arises from an unauthorized person gaining access on August 5-9, 2020, to an eye appointment scheduling application used by certain Luxottica eyecare brands. Optometrists affiliated with Luxottica, provide eye care through LensCrafters, Pearle Vision, and Target Optical. Plaintiffs claim that an unauthorized person may have accessed their personal identifiable information (“PII”) and personal health information (“PHI”) (the “Data Incident”). Luxottica disagrees with Plaintiffs’ claims and denies any wrongdoing.

The Settlement Class consists of patients or customers of Luxottica-owned or –affiliated eyecare practices whose PII and/or PHI may have been impacted in the Data Incident. Settlement benefits will be allocated based on the types of PII and/or PHI that Luxottica determined were potentially impacted: (1) Settlement Class Members whose Social Security numbers and/or financial data were potentially impacted in the Data Incident may be eligible to apply for Category One benefits; and (2) Settlement Class Members whose Social Security numbers and/or financial data were not impacted in the Data Incident may be eligible to apply for Category Two benefits. A Settlement Class Member may make a claim under Category One or Category Two but not both. The settlement benefits include:

- Settlement Class Members may submit a Claim under Category One for a *pro rata* cash payment, meaning the payment will be adjusted up or down depending upon the number of Claims approved and the funds remaining.
- Settlement Class Members may submit a Claim under Category One for two years of three-bureau credit monitoring.
- Settlement Class Members may submit a Claim under Category One or Category Two for a \$50 Cash Payment, if they attest in writing, that at the time of the Data Incident (August 5-9, 2020), they were a California resident and further provide a valid California residential address.
- Settlement Class Members may submit a Claim under Category One or Category Two for reimbursement for up to four (4) hours of lost time spent dealing with the Data Incident (at \$20 per hour).
- Settlement Class Members may submit a Claim under Category One or Category Two for reimbursement of documented out-of-pocket losses.

- Category Two Claims are limited to a maximum payment of \$300, inclusive of all possible benefits, and Category One Claims are subject to proration based on the number of Valid Claims received.

You are included in this settlement as a Settlement Class Member if you were notified that your PII/PHI may have been impacted in the Data Incident. You may also be included if you were a patient of a Luxottica-owned or -affiliated eye care practice in the United States and scheduled an appointment prior to or on August 5, 2020.

Your legal rights are affected regardless of whether you do or do not act. Read this Notice carefully.

The Court in charge of this case must still decide whether to approve the settlement, including Settlement Class Counsel’s request for attorneys’ fees and service awards for the Representative Plaintiffs. No benefits will be provided until the Court approves the settlement and it becomes Final.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Submit a Claim Form	<p>You must submit a Valid Claim to receive settlement benefits. Claim Forms must be submitted online by <<Claims Deadline>>, or, if mailed, postmarked no later than <<Claims Deadline>>.</p>
Do Nothing	<p>If you do nothing, you remain in the settlement. You give up your rights to sue and you will not get any money.</p>
Exclude Yourself (“Opt-Out”)	<p>Get out of the settlement. Get no money. Keep your rights. This is the only option that allows you to keep your right to sue about the claims in this Litigation. You will not receive any settlement benefits from the settlement. Your request to exclude yourself must be postmarked no later than <<Opt-Out Date>>.</p>
File an Objection	<p>Stay in the settlement, but tell the Court why you think the settlement or Settlement Class Counsel’s request for attorneys’ fees and service awards to Representative Plaintiffs should not be approved. Objections must be in writing and received by the <<Objection Date>>. You will still be bound by the settlement if the Court approves it.</p>
Go to a Hearing	<p>You can ask to speak in Court about the fairness of the settlement, at your own expense. <i>See</i> Questions 18 and 19 for more details. The Final Fairness Hearing is scheduled for DATE, at TIME a.m. (ET).</p>

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BASIC INFORMATION

1. How do I know if I am affected by the Litigation and settlement?

You are a Settlement Class Member if your PII and/or PHI may have been impacted by the Data Incident.

The Settlement Class specifically excludes: (a) Luxottica’s officers and directors; (b) all members of the Settlement Class who timely and validly request exclusion from the Settlement Class; (c) the Judge and Magistrate Judge assigned to evaluate the fairness of this settlement; and (d) any other Person found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Incident or who pleads *nolo contendere* to any such charge.

This Notice explains the nature of the Litigation and claims being settled, your legal rights, and the benefits to the Settlement Class.

2. What is this case about?

Plaintiffs filed the Litigation against Defendant, individually, and on behalf of anyone whose PII and/or PHI was potentially impacted as a result of the Data Incident.

This Litigation arises from an unauthorized person gaining access to an eye appointment scheduling application used by certain Luxottica eyecare brands and affiliated eyecare practices. Plaintiffs allege that an unauthorized person may have accessed their PII and/or PHI (the “Data Incident”).

After discovering the issue with the scheduling application, Defendant engaged cybersecurity specialists to determine the scope of the incident and to develop a plan to prevent future unauthorized access. Defendant then implemented measures to enhance security and prevent unauthorized access. Defendant determined that the Data Incident may have affected as many as 829,454 individuals’ information. As such, Defendant took steps to inform individuals whose PII and PHI may have been accessed.

Defendant denies any wrongdoing or liability, and no Court or other entity has made any judgment or other determination of any wrongdoing, or that any law has been violated. Defendant denies these and all other claims made in the Litigation. By entering into the settlement, Defendant is not admitting any wrongdoing.

3. Why is there a settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further Litigation. The Representative Plaintiffs, Defendant, and their attorneys believe the proposed settlement is fair, reasonable, and adequate and, thus, in the best interests for Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Defendant. Full details about the proposed settlement are found in the Settlement Agreement available at www.LuxotticaDataSettlement.com.

4. Why is this a class action?

In a class action, one or more people called a “Representative Plaintiff” sue on behalf of all people who have similar claims. All of these people together are the “Settlement Class” or “Settlement Class Members.”

5. How do I know if I am included in the settlement?

You are included in the settlement if you were sent a notice of the Data Incident. You may also be included if you were a patient of a Luxottica-owned or –affiliated eye care practice in the United States who scheduled an appointment prior to or on August 5, 2020, and your PII/PHI may have been accessed. This settlement is not open to the general public. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the settlement, visit www.LuxotticaDataSettlement.com, call toll free (833)-425-5439, or write to [Settlement Administrator](#), c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391.

THE SETTLEMENT BENEFITS

6. What does this settlement provide

Settlement benefits will be allocated based on the types of PII and/or PHI that Luxottica determined were potentially impacted: (1) Settlement Class Members whose Social Security numbers and/or financial data were potentially impacted in the Data Incident may be eligible to apply for Category One benefits; and (2) Settlement Class Members whose Social Security numbers and/or financial data were not impacted in the Data Incident may be eligible to apply for Category Two benefits. Under Category One, the settlement provides benefits under a \$250,000 non-reversionary Common Fund. Under Category Two, benefits will be made on a Claims-Made basis.

The proposed settlement will provide the following benefits to Settlement Class Members:

Category One Benefits: Settlement Class Members eligible for Category One benefits may submit a Claim on or before [Claims Deadline](#). Category One benefits include (a) out-of-pocket loss reimbursement; (b) lost-time claims; (c) three-credit-bureau monitoring for two years; (d) a cash payment; and (e) a \$50 cash payment for California residents.

Out-of-Pocket Loss Reimbursement: Settlement Class Members eligible for Category One benefits may submit a Claim for reimbursement of documented out-of-pocket losses reasonably and fairly traceable to the Data Incident. Out-of-pocket loss claims will include Monetary Losses related to the Data Incident combined with a written attestation by the Settlement Class Member that such Monetary Losses were caused by the Data Incident. Out-of-pocket loss claims can include, without limitation: (i) unreimbursed losses relating to fraud or identity theft; (ii) professional fees including attorneys’ fees, accountants’ fees, and fees for credit repair services; (iii) costs associated with freezing or unfreezing credit with any credit reporting agency; (iv) credit monitoring costs that the claimant attests under penalty of perjury were caused or otherwise incurred as a result of the Data Incident, through the date of Claim submission; (v) and miscellaneous expenses such as notary, data charges (if charged based on the amount of data used) fax, postage, copying, mileage, cell phone charges (only if charged by the minute), and long-distance telephone charges.

Settlement Class Members eligible for Category One benefits making Out-of-Pocket Loss Claims must submit documentation and attestation supporting their claims. This may include receipts or other documentation, not “self-prepared” by the Claimant, that documents the costs incurred. “Self-prepared” documents such as handwritten receipts are, by themselves, insufficient to receive reimbursement, but they may be considered to add clarity or support to other submitted documentation.

Out-of-pocket loss claims must also include an attestation that the monetary losses were caused or otherwise incurred as a result of the Data Incident and were not incurred due to some other event or reason.

Lost-Time Claims: Settlement Class Members eligible for Category One benefits may submit a Claim for up to four (4) hours of time spent remedying issues related to the Data Incident at twenty dollars (\$20) per hour if the Settlement Class Member: (1) attests that any claimed lost time was spent related to and arising out of the Data Incident; and (2) selects the applicable activity the time was spent on or provides a brief general description of how the claimed lost time was spent. No documentation need be submitted in connection with Lost-Time Claims.

Credit Monitoring: Settlement Class Members eligible for Category One benefits may submit a Claim for two years of three-bureau credit monitoring at no cost to you.

Cash Payment: Settlement Class Members eligible for Category One benefits may submit a Claim for a cash payment, which will be allocated equally based on total Valid Claims received.

California Cash Payment: Settlement Class Members eligible for Category One benefits who attest in writing that, at the time of the Data Incident (August 5-9, 2020), they were a California resident and who further provide a valid California residential address, may be eligible for an additional \$50 cash payment.

Category One claim amounts shall be allocated on a *pro rata* basis from the Common Fund and may be adjusted upward or downward based on the number of Valid Claims received for Category One benefits. In no event shall a Settlement Class Member eligible for Category One benefits be entitled to apply for additional benefits under Category Two.

Category Two Settlement Class Benefits: Settlement Class Members eligible for Category Two benefits may submit a Claim on or before the <<Claims Deadline>>. Category Two benefits include (a) out-of-pocket loss reimbursement; (b) lost-time claims; and (c) a \$50 cash payment for California residents, as these benefits are explained above.

Category Two benefits shall not exceed the sum total of three hundred dollars (\$300.00) per Settlement Class Member. In no event shall a Settlement Class Member eligible for Category Two benefits be entitled to apply for additional benefits under Category One.

7. How to submit a Settlement Claim?

You must file a Claim Form to get settlement benefits from the proposed settlement. Claim Forms must be submitted online by <<Claims Deadline>>, or postmarked no later than <<Claims Deadline>>. You can download a Claim Form at www.LuxotticaDataSettlement.com, or you can call the Settlement Administrator at (833)-425-5439 for a Claim Form. All Claims will be reviewed by the Settlement Administrator to determine whether the Claim is a Valid Claim.

8. What am I giving up as part of the settlement?

If you stay in the settlement, then you may submit a claim to receive benefits, but you will not be able to sue Defendant, its Related Entities, or their past or present parents, subsidiaries, divisions, and related or affiliated entities, or each of their respective predecessors, successors, directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers (collectively, the “Released Persons”) regarding the claims in this case.

The Settlement Agreement, which includes all provisions about settled claims, releases, including Released Claims and Released Persons, is available at www.LuxotticaDataSettlement.com.

The only way to keep the right to sue is to exclude yourself (*see* Question 10). Otherwise you will be included in the Settlement Class. If the settlement is approved, you give up the right to sue for the claims in this case.

9. Will the Representative Plaintiffs receive compensation?

Settlement Class Counsel will file a motion requesting that the Representative Plaintiffs receive service awards of \$2,500 each to compensate them for their services and efforts in bringing the Litigation. The Court will make the final decision as to the amount, if any, to be paid to the Representative Plaintiffs. If approved, service awards to Representative Plaintiffs will be paid separate from the Common Fund.

EXCLUDE YOURSELF

10. How do I exclude myself from the settlement?

If you do not want to be included in the settlement, then you must send a timely written notice of your intent to opt-out of the Settlement Class to the Post Office Box established by the Settlement Administrator, stating your full name, mailing address, email address, and telephone number. Your request must clearly manifest your intent to be excluded from the Settlement Class, to be excluded from the settlement, not to participate in the settlement, and/or to waive all rights to the benefits of the settlement.

Your written request for exclusion must be postmarked no later than **<<Opt-Out Date>>**, to:

Settlement Administrator- Case ID
c/o Kroll Settlement Administration
PO Box 225391
New York, NY 10150-5391

Instructions on how to submit a request for exclusion are available at **www.LuxotticaDataSettlement.com** or from the Settlement Administrator by calling **(833)-425-5439**.

If you exclude yourself, then you will not receive any settlement benefits from the settlement, and you cannot object to the settlement or Settlement Class Counsel's request for attorneys' fees and service awards at the Final Fairness Hearing. You will not be legally bound by anything that happens in the Litigation, and you will keep your right to sue Defendant, on your own, for the claims that this settlement resolves.

11. If I do not exclude myself, then can I sue Defendant or the Released Persons later?

No. If you do not exclude yourself from the settlement and if the settlement is approved by the Court, then you forever give up the right to sue the Released Persons (listed in Question 8) for the Released Claims, as set forth in the Settlement Agreement.

12. What happens if I do nothing at all?

If you do nothing and the Court approves the settlement, then you will be bound by the settlement. You will not receive any settlement benefits, and you will not be able to start or proceed with a separate litigation or be part of any other litigation against the Defendant or the Released Persons (listed in Question 8) related to the Released Claims in this case.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court has preliminarily appointed Dorothy P. Antullis of Robbins Geller Rudman & Dowd LLP (800-449-4900), Bryan Bleichner of Chestnut Cambronne (612-339-7300), and Hassan Zavareei of Tycko & Zavareei (240-820-2129) (“Settlement Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, then you may hire one at your own expense.

14. How will the lawyers be paid?

Settlement Class Counsel will apply to the Court for an award of attorneys’ fees and litigation expenses in an amount not to exceed \$850,000. A copy of Settlement Class Counsel’s motion for attorneys’ fees and expenses and for service awards for Representative Plaintiffs will be posted on the Settlement Website, www.LuxotticaDataSettlement.com, before the deadline to object to the settlement.

The Court will make the final decisions as to the amounts to be paid to Settlement Class Counsel and may award less than the amount requested by Settlement Class Counsel. Any award for attorneys’ fees and expenses for Settlement Class Counsel shall be paid separately from the Common Fund.

OBJECTING TO THE SETTLEMENT

15. How do I tell the Court that I do not like the settlement?

If you want to tell the Court that you do not agree with the proposed settlement or some part of it, including Settlement Class Counsel’s request for attorneys’ fees, expenses, and service awards, then you must file an objection with the Court explaining why you do not think the settlement should be approved.

Objections must be submitted in writing and include all the following information:

- a) the objector’s full name and address;
- b) the Action’s case name and number;
- c) information identifying the objector as a Settlement Class Member, including proof that the objector is a member of the Settlement Class (*e.g.*, copy of the objector’s settlement notice, copy of original notice of the Data Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member);
- d) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable;
- e) the identity of any and all counsel (if any) representing the objector in connection with the objection;
- f) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing;
- g) a list of all class action settlement in which the objector and/or his counsel has submitted objections; and
- h) the objector’s signature or the signature of the objector’s duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection.

To be timely, written notice of an objection in the appropriate form must be mailed, and received by no later than **<Objection Date>**, to Settlement Class Counsel and Luxottica’s Counsel at the addresses below:

SETTLEMENT CLASS COUNSEL	LUXOTTICA’S COUNSEL
<p style="text-align: center;">Dorothy P. Antullis Robbin Geller Rudman & Dowd LLP 225 NE Mizner Boulevard, Suite 720 Boca Raton, FL 33432</p>	<p style="text-align: center;">Paul G. Karlsgodt Baker & Hostetler, LLP 1801 California Street, Suite 4400 Denver, CO 80202-2662</p>

You may also file your objection with the Court through the Court’s ECF system, with service on Settlement Class Counsel and Luxottica’s Counsel to be made through the ECF system.

If you do not submit your objection with all requirements, or if your objection is not received by **<<Objection Date>>**, then you will be considered to have waived all objections and will not be entitled to speak at the Final Fairness Hearing.

16. 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 object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object because the settlement no longer affects you.

THE FINAL FAIRNESS HEARING

17. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Fairness Hearing on **DATE, at TIME a.m. (ET)** in Courtroom 239, at the Potter Stewart U.S. Courthouse, 100 East Fifth Street, Room 239, Cincinnati, Ohio 45202, or by remote or virtual means as ordered by the Court. The hearing may be moved to a different date, time, or location without additional notice, so it is recommended that you periodically check **www.LuxotticaDataSettlement.com** for updated information.

At the hearing, the Court will consider whether the proposed settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be finally approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider Settlement Class Counsel’s request for an award of attorneys’ fees and expenses and Settlement Class Counsel’s request for service awards to the Representative Plaintiffs.

After the Final Fairness Hearing, the Court will decide whether to approve the settlement and whether to award fees, expenses, and service awards. We do not know how long these decisions will take.

18. Do I have to come to the hearing?

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, then you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, then the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary. However, you must follow the requirements for making objections (Question 15), including the requirements for making appearances at the hearing if you do wish to appear.

19. May I speak at the hearing?

You can speak at the Final Fairness Hearing if you ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 15, including all the information required for you to make an appearance at the hearing. You cannot speak at the hearing if you exclude yourself from the settlement.

GET MORE INFORMATION

20. How do I get more information about the settlement?

This is only a summary of the proposed settlement. If you want additional information about this Litigation, including a copy of the Settlement Agreement, the Long Form Notice, Claim Forms, Preliminary Approval Order, and more, please visit www.LuxotticaDataSettlement.com or call (833)-425-5439. You may also contact the Settlement Administrator at <<Settlement Administrator – c/o Kroll Settlement, Administration, PO Box 225391, New York, NY 10150-5391, or you may contact Settlement Class Counsel.

**PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT
OR LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR
LUXOTTICA'S COUNSEL**