

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

**If You Purchased Certain Disposable Contact Lenses  
(Described Below) For Your Own Use Between June 1, 2013  
and the Present, this Litigation and Settlements with two of  
the Defendants Could Affect Your Rights.**

*A federal court has authorized this notice. This is not a solicitation from a lawyer.*

Please read this notice carefully and in its entirety. You may be a member of the Classes described below and your rights may be affected by a pending class action lawsuit. This notice advises you of your options regarding the class action and the Settlements.

The purpose of this notice is to provide information concerning Settlements with CooperVision, Inc. (“CVI”) and Bausch & Lomb Inc. (“B&L”) and to also notify you of an order certifying Litigation Classes asserting claims against Alcon Vision, LLC (“Alcon”), Johnson & Johnson Vision Care, Inc. (“JJVC”) and ABB Concise Optical Group, LLC (“ABB”). The Litigation Classes have a different class definition and class period than the Settlement Classes.

This notice provides you with a deadline to object to the CVI and B&L Settlements and an opportunity to exclude yourself from either the Settlement Classes or the Litigation Classes.

You can also submit a proof of claim to share in the Settlements with CVI and B&L, but you must do so by **January 31, 2020**. See below for how to file your claim.

Please do not call or write the court. If you have any questions after reading this notice, you should contact lead counsel or the administrator, as discussed further below.

DIFFERENCES BETWEEN CVI SETTLEMENT CLASS AND B&L SETTLEMENT AND LITIGATION CLASSES	
<b>Settlement Class Definition (CVI)</b> You are included if you purchased certain contact lenses (described below) manufactured by Alcon, B&L, CVI, or JJVC in the United States for your personal use between June 1, 2013 and the present.	<b>B&amp;L Settlement and Litigation Classes Definition (Alcon, JJVC, B&amp;L and ABB)</b> You are included if you purchased certain contact lenses (described below) manufactured by Alcon, B&L or JJVC in the United States for your personal use between June 1, 2013 and December 4, 2018.
<b><u>Important</u></b> To participate in the Settlement Classes or the Litigation Classes, your purchases can be contact lenses manufactured by any of the following manufacturers: Alcon, B&L, CVI, or JJVC. You must decide at this time if you want to exclude yourself from (1) the Settlement Classes described in this notice; and/or (2) the Litigation Classes. More detailed information can be found in Paragraphs 34-48 below. If you exclude yourself from the Settlement Classes, you will not be eligible for any benefits from the CVI and B&L settlements. If you exclude yourself from the Litigation Classes, you will not be eligible for benefits from any future settlements with or judgments against the other Defendants.	

**Questions? Call 1-877-253-3649 or visit [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com)**

## **WHAT IS THIS LAWSUIT ABOUT?**

1. This multidistrict antitrust litigation was centralized before this Court on June 10, 2015, by order of the United States Judicial Panel on Multidistrict Litigation (“MDL Panel”) (ECF No. 1; Transfer Order). It arises out of minimum retail pricing policies adopted by contact lens manufacturers starting in June 2013 with regard to the distribution and sale of certain contact lenses. These policies were referred to as “Unilateral Pricing Policies” (“UPP”) by the Defendants. The operative complaint, filed on March 1, 2017, alleges that the Defendants used the UPPs to restrain competition from discount and online stores on consumer prices in the retail market for disposable contact lenses.<sup>1</sup> The safety and effectiveness of contact lenses manufactured by the Defendants are not at issue in this litigation.

2. The Class Representatives allege claims for violations of (1) the United States Sherman Act, 15 U.S.C. §§ 1 and 3; (2) the California Cartwright Act, Cal. Bus. & Prof. Code §§ 16720, *et seq.*; (3) the Maryland Antitrust Act, Md. Com. Law §§ 11-201, *et seq.*; (4) the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and (5) the Maryland Consumer Protection Act, Md. Com. Law §§ 13-301, *et seq.*

3. A settlement was reached with CVI for \$3 million on August 30, 2017, and the Court preliminarily approved that settlement on July 10, 2018 (ECF No. 841). In that preliminary approval order, the Court deferred “consideration and approval of the proposed forms of Notice and Summary Notice, Proof of Claim and Release Form, the Plan of Allocation, the Fee and Expense Application, and Plaintiffs’ Service Award Application” until “after (i) settlement with other Defendants are reached and have been granted preliminary approval; and/or (ii) the Court rules on Plaintiffs’ pending Motion to Certify Class and an interlocutory appellate review of such ruling is exhausted.”

4. A settlement was reached with B&L for \$10 million on August 19, 2019, and the Court preliminarily approved that settlement on October 8, 2019 (ECF No. 1046).

5. This Notice is now being issued because the Court certified the Litigation Classes on December 4, 2018 (ECF No. 940) and the last of Defendants’ requests for interlocutory appellate review was denied by the United States Court of Appeals for the Eleventh Circuit on June 20, 2019.

## **WHO ARE THE DEFENDANTS, WHY ARE THERE SETTLEMENTS, AND WHY IS THERE ONGOING LITIGATION?**

6. The Settling Defendants are CVI (CooperVision, Inc.) and B&L (Bausch & Lomb Inc.).

7. The Non-Settling Defendants are Alcon (Alcon Vision, LLC), JJVC a/k/a “Vistakon” (Johnson & Johnson Vision Care, Inc.) and ABB (ABB Concise Optical Group, LLC).

8. The Court has not decided any issue on the merits in favor of the Class Representatives or CVI or B&L. Instead, the Class Representatives and both CVI and B&L engaged in, separate, lengthy negotiations and have agreed to the Settlements. By agreeing to settle, the parties avoid the costs and uncertainty of a trial, and the Settlement Class Members affected will get a chance to receive compensation. The Class Representatives and their attorneys think the Settlements are best for all members of the Settlement Classes. The proposed Settlement does not mean that any law was broken or that CVI or B&L did anything wrong.

9. There is ongoing litigation against the Non-Settling Defendants. Lead Counsel will have to prove the Class Representatives’ claims in Court. The Litigation Classes are seeking to recover money for their members. Additional money for the Litigation Classes may become available

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<sup>1</sup> Please note that this Notice does not describe all of the claims and defenses asserted by the Class Representatives. The operative complaint is posted on the website, [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com).

as a result of a judgment or future settlements. Alternatively, the litigation may be resolved in favor of the Non-Settling Defendants, in which case no additional money would become available. There is no guarantee as to what will happen.

## **THE CLASS REPRESENTATIVES AND THE CLASSES**

10. In a class action, one or more people called “Class Representatives” sue on behalf of themselves and other people with similar claims. All of these people together are the “class” or “class members.” The Class Representatives are: Rachel Berg, Alexis Ito, Miriam Pardoll, Jennifer Sineni, Joseph Felson, Tamara O’Brien, Susan Gordon, Catherine Dingle, Elyse Ulino, Amanda Cunha, Sheryl Marean, Brett Watson, Kathleen Schirf, Cora Beth Smith, and John Machikawa. Class actions avoid the necessity of each member of a class having to file his, her, or its own separate lawsuit to obtain relief. Class actions are used to decide legal and factual issues that are common to all members of a class, and one court resolves the issues for all class members, except for those who exclude themselves from the class(es).

11. By Order dated December 4, 2018 (ECF No. 940), the Court certified the following Litigation Classes:

### Horizontal Class<sup>2</sup>:

All persons and entities residing in the United States who made retail purchases of disposable contact lenses manufactured by Alcon, JJVC, or B&L from June 1, 2013 to the present (the “Class Period”) for their own use and not for resale, where the prices for such contact lenses were subject to a “Unilateral Pricing Policy” and the purchase occurred during the period when the Unilateral Pricing Policy was in effect. Excluded from the Class are any purchases from 1-800 Contacts of disposable contact lenses subject to B&L’s Unilateral Pricing Policy, where the purchase occurred on or after July 1, 2015. Also excluded from the Class are Defendants, their parent companies, subsidiaries and affiliates, any coconspirators, all governmental entities, and any judges or justices assigned to hear any aspect of this action.

The Horizontal Class consists of the following subclasses:

#### *(1) Maryland Subclass:*

All persons and entities residing in Maryland who made retail purchases of disposable contact lenses manufactured by Alcon, JJVC, or B&L from June 1, 2013 to the date the Court certifies the Class for their own use and not for resale, where the prices for such contact lenses were subject to a “Unilateral Pricing Policy” and the purchase occurred during the period when the Unilateral Pricing Policy was in effect. Excluded from the Class are any purchases from 1-800 Contacts of disposable contact lenses subject to B&L’s Unilateral Pricing Policy, where the purchase occurred on or after July 1, 2015. Also excluded from the Class are Defendants, their parent companies, subsidiaries and affiliates, any coconspirators, all governmental entities, and any judges or justices assigned to hear any aspect of this action.

#### *(2) California Subclass:*

All persons and entities residing in California who made retail purchases of disposable contact lenses manufactured by Alcon, JJVC, or B&L from June 1, 2013 to the date the Court certifies the Class for their own use and not for resale, where the prices for such contact lenses were subject to a “Unilateral Pricing Policy” and the purchase occurred during the period when the Unilateral Pricing Policy was in effect. Excluded from the

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<sup>2</sup> The B&L Settlement Class is identical to the Horizontal Class defined here. The B&L “Settlement Class Period” is defined in paragraph 1.39 of the B&L Settlement Agreement as “the period from June 1, 2013 to December 4, 2018.”

Class are any purchases from 1-800 Contacts of disposable contact lenses subject to B&L's Unilateral Pricing Policy, where the purchase occurred on or after July 1, 2015. Also excluded from the Class are Defendants, their parent companies, subsidiaries and affiliates, any coconspirators, all governmental entities, and any judges or justices assigned to hear any aspect of this action.

Vertical Classes:

*(1) The JJVC Class*

All persons and entities residing in the United States who made retail purchases of disposable contact lenses manufactured by JJVC from June 1, 2013 to the date the Court certifies the Class for their own use and not for resale, where the prices for such contact lenses were subject to a "Unilateral Pricing Policy" and the purchase occurred during the period when the Unilateral Pricing Policy was in effect. Excluded from the Class are Defendants, their parent companies, subsidiaries, and affiliates, any co-conspirators, all governmental entities, and any judges, justices, or jurors assigned to hear any aspect of this action.

*(2) The Alcon Class:*

All persons and entities residing in the United States who made retail purchases of disposable contact lenses manufactured by Alcon from June 1, 2013 to the date the Court certifies the Class for their own use and not for resale, where the prices for such contact lenses were subject to a "Unilateral Pricing Policy" and the purchase occurred during the period when the Unilateral Pricing Policy was in effect. Excluded from the Class are Defendants, their parent companies, subsidiaries, and affiliates, any co-conspirators, all governmental entities, and any judges, justices, or jurors assigned to hear any aspect of this action.

*(3) The B&L Class:*

All persons and entities residing in the United States who made retail purchases of disposable contact lenses manufactured by B&L from June 1, 2013 to the date the Court certifies the Class for their own use and not for resale, where the prices for such contact lenses were subject to a "Unilateral Pricing Policy" and the purchase occurred during the period when the Unilateral Pricing Policy was in effect. Excluded from the Class are any purchases from 1-800 Contacts of disposable contact lenses subject to B&L's Unilateral Pricing Policy, where the purchase occurred on or after July 1, 2015. Also excluded from the Class are Defendants, their parent companies, subsidiaries and affiliates, any co-conspirators, all governmental entities, and any judges or justices assigned to hear any aspect of this action.

12. By Order dated July 10, 2018 (ECF No. 841), the Court certified the following Settlement Class for the CVI Settlement:<sup>3</sup>

All persons and entities residing in the United States who made retail purchases of disposable contact lenses manufactured by Alcon Vision, LLC, Johnson & Johnson Vision Care, Inc., Bausch & Lomb, Inc., or CVI (or distributed by ABB Concise Optical Group) during the Settlement Class Period for their own use and not for resale, which were sold at any time subject to a Unilateral Pricing Policy. Excluded from the Settlement Class are Defendants, their parent companies, subsidiaries and affiliates,

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<sup>3</sup> The CVI "Settlement Class Period" is defined in paragraph 1.39 of the CVI Settlement Agreement as "the period from June 1, 2013 to the present."

any coconspirators, all governmental entities, counsel for the parties and any judges or justices assigned to hear any aspect of this action.

13. You may be a member of one or more of the Classes. If you are a member of one or more of the Classes, your rights will be affected by this Litigation. If you do not meet any of the Class definitions, this Notice does not apply to you. If you are uncertain whether you are a member of any of the Classes, contact Lead Counsel listed in Paragraph 54 below, the Administrator, or your own attorney.

14. This Notice is not an admission by Defendants or an expression of any opinion by the Court as to the merits of the claims made in the Litigation, or a finding by the Court that the claims asserted by the Class Representatives in this Litigation are valid. This Notice is intended solely to inform you of the pendency of this Litigation and of your rights in connection with it, including the right to request exclusion from the Classes, or to object to the CVI and/or the B&L Settlements. Defendants have denied all claims and contend that they are not liable for the harm alleged by the Class Representatives.

15. The Class definitions may be subject to change by the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure.

### **ARE YOU A MEMBER OF ONE OR MORE OF THE CLASSES?**

16. You are a member of one or more of the Classes if you purchased disposable contact lenses manufactured by one of the Defendants for your personal use (*i.e.*, not for resale), the purchase(s) occurred during the period when the Unilateral Pricing Policy, or UPP, was in effect, and those disposable contact lenses were subject to a UPP.

17. You are *not* a member of any of the Classes if you purchased disposable contact lenses (a) manufactured by a company other than the named Defendants, (b) for resale, (c) that were not subject to a UPP, or (d) at a period when the UPP was not in effect. You are also *not* a member of any of the Classes if you are (i) one of the Defendants, their parent companies, subsidiaries or affiliates, or an alleged co-conspirator, (ii) a governmental entity, (iii) counsel for the parties, or (iv) a judge or justice assigned to hear any aspect of this Litigation.

18. You are *not* a member of any of the Litigation Classes if you *only* purchased disposable contact lenses manufactured by CVI or B&L. If you are a member of the Settlement Classes but not the Litigation Classes, your rights as to the Non-Settling Defendants will not be impacted by future decisions in this case, and you will not be able to claim in any future recoveries against the Non-Settling Defendants.

19. The disposable contact lenses that were subject to the UPPs, and the period during which each UPP was in effect, are set forth below:

#	Contact Lens	UPP Price	Time Period in Effect
Alcon			
1	Air Optix Colors	6 Pack: \$84.00	April 2014 - December 2016
		2 Pack: \$30.00	June 2015 - December 2016
2	Dailies AquaComfort Plus Multifocal	30 Pack: \$39.00	January 2014 - December 2016
		90 Pack: \$89.00	
3	Dailies AquaComfort Plus Toric	30 Pack: \$34.00	January 2014 - December 2016
		90 Pack: \$79.00	

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4	Dailies Total 1	30 Pack: \$39.00	June 2013 - December 2016
		90 Pack: \$95.00	
5	Dailies Total 1 Multifocal	30 Pack: \$50.00	July 2016 - December 2016
		90 Pack: \$124.00	
<b>B&amp;L</b>			
6	BioTrue ONEday for Presbyopia	30 Pack: \$33.00	June 2014 - February 2017
		90 Pack: \$89.00	December 2016 - February 2017
7	Ultra	6 Pack: \$60.00	February 2014 - February 2017
8	Ultra for Presbyopia	6 Pack: \$85.00	March 2016 - February 2017
Excluded from the Class are any purchases from 1-800 Contacts of disposable contact lenses subject to B&L's Unilateral Pricing Policy, where the purchase occurred on or after July 1, 2015.			
<b>CVI</b>			
9	Biofinity Energys	6 Pack: \$60.00	July 2016 - March 2017
10	Biofinity XR Toric	6 Pack: \$140.00	January 2016 - March 2017
11	Clariti 1 Day	90 Pack: \$65.00	January 2014 - March 2017
12	Clariti 1 Day Multifocal	30 Pack: \$39.00	January 2014 - March 2017
		90 Pack: \$89.00	
13	Clariti 1 Day Toric	30 Pack: \$34.00	January 2014 - March 2017
		90 Pack: \$79.00	
14	MyDay	90 Pack: \$85.00	June 2015 - March 2017
		180 Pack: \$149.00	
<b>JJVC</b>			
15	1-Day Acuvue Define	30 Pack: \$40.00	March 2015 - April 2016
		90 Pack: \$94.00	
16	1-Day Acuvue Moist	30 Pack: \$33.00	August 2014 - April 2016
		90 Pack: \$63.50 - \$66.00	August 2014 - April 2016
		720 Pack: \$450.00 - \$460.00	November 2014 - April 2016
17	1-Day Acuvue Moist for Astigmatism	30 Pack: \$34.50 - \$36.00	August 2014 - April 2016
		90 Pack: \$82.50 - \$85.50	October 2014 - April 2016
		720 Pack: \$600.00	June 2015 - April 2016
18	1-Day Acuvue Moist Multifocal	30 Pack: \$45.00	May 2015 - April 2016
		90 Pack: \$99.00	
19	1-Day Acuvue TruEye	90 Pack: \$82.50	August 2014 - April 2016
		720 Pack: \$610.00	November 2014 - April 2016

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20	Acuvue Oasys for Astigmatism	6 Pack: \$40.00 - \$41.50	August 2014 - April 2016
		48 Pack: \$270.00 - \$280.00	June 2015 - April 2016
21	Acuvue Oasys for Presbyopia	6 Pack: \$40.00 - \$41.50	August 2014 - April 2016
22	Acuvue Oasys with Hydraclear	6 Pack: \$36.00	October 2014 - April 2016
		12 Pack: \$67.50 - \$70.00	July 2014 - April 2016
		24 Pack: \$110 - \$114.50	August 2014 - April 2016
		54 Pack: \$210.00 - \$218.00	
23	Acuvue Oasys with Hydraluxe (a/k/a 1-Day Acuvue Oasys)	90 Pack: \$88.50	August 2015 - April 2016

20. If you are not sure whether you are included in the Classes, you may call 877-253-3649 with questions or visit [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com). You may also write with questions to Disposable Contact Lens Settlement Administrator, P.O. Box 2995, Portland, OR 97208-2995 or email [info@ContactLensSettlement.com](mailto:info@ContactLensSettlement.com).

### **OVERVIEW OF THE LITIGATION TO DATE**

21. On October 7, 2015, the Court granted Class Representatives' motion appointing Hausfeld LLP, Scott+Scott Attorneys at Law LLP, and Robins Kaplan LLP as interim lead counsel. (ECF No. 116).

22. On November 23, 2015, Lead Counsel, on behalf of Class Representatives, filed the Consolidated Class Action Complaint ("Consolidated Complaint").

23. On December 23, 2015, Defendants filed their Motion to Dismiss the Consolidated Complaint. (ECF No. 146). Following briefing and oral argument, the Court denied Defendants' motion. (ECF Nos. 185, 190). On July 27, 2016, Defendants filed their Answers and Affirmative Defenses. (ECF Nos. 266-70).

24. The operative complaint, Plaintiffs' Interlineation to Corrected Consolidated Class Action Complaint (ECF No. 395; Complaint), was filed on March 1, 2017.

25. On February 21, 2018, Class Representatives submitted a motion for preliminary approval of a \$3 million settlement with CVI (ECF No. 781). After holding a hearing on June 19, 2018, the Court preliminarily approved the settlement on July 10, 2018 (ECF No. 841).

26. Class Representatives, on March 3, 2017, filed their motion for class certification (ECF No. 396), which Defendants opposed on June 15, 2017 (ECF No. 505). Class Representatives filed their reply brief on September 8, 2017 (ECF No. 611), and Defendants filed a sur-reply on October 20, 2017 (ECF No. 674). On August 1 and 2, 2018, the Court heard oral argument and expert testimony on the motion for class certification. On December 4, 2018 (ECF No. 940), the Court issued an Order granting Class Representatives' motion, certifying the Litigation Classes, appointing Hausfeld LLP, Scott+Scott, Attorneys at Law, LLP, and Robins Kaplan LLP as Lead Counsel and formally designated the plaintiffs as the Class Representatives for the Litigation Classes. The Court's Order certifying the Litigation Classes does not guarantee Class Members will receive money or benefits; that will be decided later in the lawsuit.

27. Defendants have moved for summary judgment and the motions are fully briefed, and a two-day hearing on the motions was scheduled for August 21 and 22, 2019. The Court has not yet made a ruling on the merits of the allegations made in the Complaint or on Defendants' denials and defenses. The litigation is ongoing.

**Questions? Call 1-877-253-3649 or visit [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com)**

## SETTLEMENT BENEFITS

28. The CVI and B&L Settlements will create two separate settlement funds totaling \$13 million (\$3 million for the CVI Settlement and \$10 million for the B&L Settlement) that will be used to pay eligible Class Members who submit valid claims. The cost to administer the CVI and B&L Settlements, attorneys' fees, and service payments for the Class Representatives will come out of the settlement funds.

29. In order to minimize the administrative expenses, Class Representatives intend to distribute the CVI and B&L settlement funds at a later stage of the case. Please be patient.

30. The settlement funds will be distributed to qualifying members of the CVI and B&L Settlement Classes *pro rata*. Lead Counsel estimate that there are up to 40 million purchasers of disposable contact lenses that were subject to Defendants' UPPs. In the event that Lead Counsel determines that it will be economically infeasible to directly distribute settlement funds to the CVI and B&L Settlement Classes, they may propose alternative plans of distribution to the Court, including a *cy pres* distribution of the settlement funds. In the event that Lead Counsel propose an alternative plan of distribution to the Court, the motion will be posted at [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com), and an email will be sent to any email address registered with the Administrator prior to the hearing on the motion.

31. CVI and B&L Settlement Class Members will have the option to comment on or object to any aspect of the Settlements at the Fairness Hearing (see "The Fairness Hearing," below).

32. CVI and B&L Settlement Class Members wishing to receive a payment from the settlement funds must complete and submit a Proof of Claim by **January 31, 2020**. Claims may be submitted online at [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com). The deadline to file your Proof of Claim is **January 31, 2020**.

33. Unless you exclude yourself from the CVI Settlement Class, you will give up your right to sue CVI for the claims being resolved by that settlement. Additionally, unless you exclude yourself from the B&L Settlement Class, you will give up your right to sue B&L for the claims being resolved by that settlement. The specific claims ("Released Claims") you are giving up against CVI and its related parties are described in paragraphs 1.30 and 7.1 of the CVI Settlement Agreement. The specific claims ("Released Claims") you are giving up against B&L and its related parties are described in paragraphs 1.30 and 7.1 of the B&L Settlement Agreement. Both Settlement Agreements are available at [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com).

34. If you have any questions, you can talk to Lead Counsel listed herein for free or you can, of course, talk to your own lawyer about what this means.

## EXCLUDING YOURSELF FROM THE CVI AND/OR THE B&L SETTLEMENTS AND/OR THE LITIGATION CLASSES

35. If you are a member of any of the Classes, you have the right to decide whether to remain a member of those Class(es). You must decide at this time if you want to exclude yourself from (1) the CVI Settlement Class, (2) the B&L Settlement Class, and/or (2) the Litigation Classes.

36. **Excluding Yourself from the CVI Settlement Class:** If you want to keep the right to file or maintain your own lawsuit against CVI about the Released Claims, then you must take steps to get out of the Settlement with CVI. This is called excluding yourself – or sometimes referred to as opting out of the class. If you ask to be excluded from the Settlement, you will not receive any benefits from the CVI Settlement, and you cannot object to the CVI Settlement Agreement.



37. **Excluding Yourself from the B&L Settlement Class:** If you want to keep the right to file or maintain your own lawsuit against B&L about the Released Claims, then you must take steps to get out of the Settlement with B&L. This is called excluding yourself – or sometimes referred to as opting out of the class. If you ask to be excluded from the Settlement, you will not receive any benefits from the B&L Settlement, and you cannot object to the B&L Settlement Agreement.

38. **Excluding Yourself from the Litigation Classes:** If you are included in the definition of any of the Litigation Classes and you want to sue any of the Non-Settling Defendants on your own about the claims alleged by Class Representatives in this Litigation, you must exclude yourself from the Litigation Classes. If you exclude yourself, you won't get any money from future distributions if Class Representatives obtain any money as a result of a trial or any future settlements.

39. If you have a pending or contemplated lawsuit against any of the Defendants involving the same legal issues in this Litigation or the Released Claims in the CVI and/or B&L Settlement Agreements, speak to your lawyer immediately. You must exclude yourself from the CVI and/or the B&L Settlement Classes or Litigation Classes in order to continue or initiate your own lawsuit against the Defendants.

40. If you are a member of any of the Classes and wish to be excluded from those Class(es), you must request exclusion in accordance with the procedures set forth in Paragraphs 42-49, below. ***If you want to remain a member of the Litigation Classes, you do not need to do anything at this time other than to retain your documentation reflecting your purchases of disposable contact lenses subject to a UPP during the Class Period, as discussed in Paragraph 41 below, and, if you are a member of the CVI and/or B&L Settlement Classes, you must also submit your claim no later than January 31, 2020, in order to participate in any distribution of funds from the CVI and B&L Settlement Agreements.*** Your decision is important for the following reasons:

- a. **If you choose to remain a member of one or more of the Classes**, you will be bound by all past, present and future orders and judgments in the Litigation, whether favorable or unfavorable. If any money is awarded to the Classes, either through a settlement with Defendants or a judgment of the Court after a trial, you may be eligible to receive a share of that award. However, if you remain a member of the Classes, you may not pursue a lawsuit on your own behalf with regard to any of the legal claims in this Litigation. Pursuant to Rule 23(e)(4) of the Federal Rules of Civil Procedure, it is within the Court's discretion whether to allow a second opportunity to request exclusion from the Litigation Classes if there is a settlement in the Litigation involving the claims of the members of the Litigation Classes. Please note that if you remain a member of the Classes, you will not be personally responsible for Lead Counsel's attorneys' fees or costs. Lead Counsel has agreed to represent the Classes on a contingent fee basis, which means that they will be awarded fees and costs to be approved by the Court only if they succeed in obtaining a recovery from one or more Defendants. Any attorneys' fees for Lead Counsel will be awarded by the Court. As a member of one or more of the Classes you will be represented by Lead Counsel. Alternatively, you may remain a member of the Class(es) and elect to be represented by counsel of your own choosing. If you do retain separate counsel, you will be responsible for that attorney's fees and expenses.
- b. **If you choose to be excluded from one or more of the Classes**, you will not be bound by any orders or judgment in this Litigation applicable to the Classes to which you exclude yourself, nor will you be eligible to share in any recovery that might be obtained on behalf of the Classes to which you exclude yourself. You will retain any right you have to individually pursue any unreleased legal rights that you may have against any Defendants. Please refer to Paragraphs 42-49 below if you would like to request exclusion from one or more of the Classes.

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41. Members of the respective Classes will be eligible to participate in any recovery that might be obtained on their behalf. While this Notice is not intended to suggest any likelihood that the Class Representative or members of the Litigation Classes will obtain any recovery, should there be a recovery, members of the Litigation Classes may be required to support their requests to participate in the distribution of the recovery by demonstrating their membership in of the Litigation Classes and documenting their purchases of disposable contact lenses subject to UPPs during the Class Period. *For this reason, please be sure to keep all records of your contact lens purchases.*

## **HOW TO BE EXCLUDED FROM ONE OR MORE OF THE CLASSES**

42. To exclude yourself from the CVI and/or the B&L Settlement Classes and/or the Litigation Classes, you must file a timely written request for exclusion (“Request for Exclusion”) by mailing a letter or sending an email to the Administrator.

43. Your Request for Exclusion must:

- a. Be in writing;
- b. Be signed by you or your authorized representative;
- c. State your name, address, and phone number;
- d. Include (i) proof of membership in the Class(es) and (ii) a signed statement that says “I/we hereby request that I/we be excluded from (one or more of the following) classes in *In Re: Disposable Contact Lens Antitrust Litigation*, 3:15-md-02626-HES-JRK (M.D. FL.)”:

The CVI Settlement Class;

The B&L Settlement Class; *and/or*

The Litigation Classes; and

- e. Be mailed or emailed to the Claims Administrator at the address provided below and postmarked no later than **January 31, 2020**.

Disposable Contact Lens Settlement Administrator

EXCLUSIONS

P.O. Box 2995

Portland, OR 97208-2995

44. *In the event that you wish to be excluded from fewer than all of the Classes, you must specify which ones are the subject of your exclusion request. If your exclusion request does not specify the Classes from which you wish to be excluded, you will be excluded from all of them.*

45. You must also provide any other information reasonably requested by the Administrator.

46. You cannot exclude yourself from the Classes by telephone, or facsimile. Requests for exclusion that do not comply with the above requirements will be invalid, unless otherwise accepted by the Court, subject to any objections of the parties to be resolved by the Court.

47. Do not request exclusion from the CVI and/or the B&L Settlement Classes if you wish to participate in the CVI and/or the B&L settlements, and do not request exclusion from the Litigation Classes if you want to be eligible to recover benefits in this Litigation from the Non-Settling Defendants.

48. Please note, if you decide to exclude yourself from any of the Classes, you may be time-barred from asserting the claims by a statute of limitations.

49. If you do nothing, you will remain in all of the Classes in which you are a member.

**Questions? Call 1-877-253-3649 or visit [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com)**

You will not be able to separately sue, or continue to sue the Defendants — as part of any other lawsuit — for the Released Claims or the conduct alleged in the Complaint. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes concerning this class action, including any decision on the Defendants’ motions for summary judgment, described in Paragraph 26, above. If you have a valid claim, you will be able to share in the CVI and B&L settlements and any future recovery from the other Defendants.

**OBJECTING TO THE CVI AND/OR THE B&L SETTLEMENTS**

50. If you are a member of the CVI Settlement Class, you can object to the CVI Settlement if you disagree with the settlement or some part of it. If you are a member of the B&L Settlement Class, you can object to the B&L Settlement if you disagree with that settlement or some part of it. To object to either Settlement you must submit a letter or other written document that includes the following:

- a. Your name, address, and telephone number;
- b. Depending on which settlement or settlements you are objecting to, a statement saying that you object to the CVI, the B&L Settlement, or both in *In Re: Disposable Contact Lens Antitrust Litigation*, 3:15-md-02626-HES-JRK (M.D. Fl.);
- c. Whether you plan to appear at the Fairness Hearing;
- d. Proof of membership in the CVI and/or the B&L Settlement Class, including documentation evidencing the purchase of a disposable contact lens subject to a UPP;
- e. The specific reasons you object to the settlement, along with any supporting materials or documents that you want the Court to consider; and
- f. Your signature.

51. You cannot object to the CVI or the B&L Settlements if you exclude yourself from the Class you are objecting to. If you exclude yourself from either the CVI and B&L Settlement Classes or both, you are telling the Court that you don’t want to be part of that Settlement. If you exclude yourself from either Settlement Class, you will not receive any benefits from that Settlement, and if you exclude yourself from the Litigation Class, you are excluding yourself of any future settlements or recovery. Objecting is simply telling the Court that you don’t like something about either or both Settlements. You can only object to the Settlements if you remain in the Settlement Class you are objecting to. If you exclude yourself from one or both of the Settlement Classes, you have no basis to object to that Settlement because its terms no longer affect you.

52. An objection to the CVI Settlement must be mailed to the addresses listed below, postmarked no later than **January 31, 2020**. Note that you may mail your objection to the Court, but it must be received by the Court and filed by **January 31, 2020**.

<u>Court</u>	<u>Class Counsel</u>	<u>CVI’s Counsel</u>
Hon. Harvey Schlesinger Bryan Simpson United States Courthouse 300 North Hogan Street Jacksonville, FL 32202	Nathaniel C. Giddings HAUSFELD LLP 1700 K. St., NW, Suite 650 Washington, DC 20006 Telephone: 202-540-7200 Facsimile: 202-540-7201	Christopher Yates LATHAM & WATKINS LLP 505 Montgomery Street Suite 2000 San Francisco, CA 94111 Telephone: 415-395-8157

53. An objection to the B&L Settlement must be mailed to the addresses listed below, postmarked no later than **January 31, 2020**. Note that you may mail your objection to the Court, but it must be received by the Court and filed by that date.

**Questions? Call 1-877-253-3649 or visit [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com)**

<u>Court</u>	<u>Class Counsel</u>	<u>B&amp;L's Counsel</u>
Hon. Harvey Schlesinger Bryan Simpson United States Courthouse 300 North Hogan Street Jacksonville, FL 32202	Nathaniel C. Giddings HAUSFELD LLP 1700 K. St., NW, Suite 650 Washington, DC 20006 Telephone: 202-540-7200 Facsimile: 202-540-7201	Robin D. Adelstein NORTON ROSE FULBRIGHT US LLP 1301 Avenue of the Americas New York, NY 10019 Telephone 212-318-3304

54. If your objection is not postmarked and received by the deadline and does not include the information listed above, it will not be valid.

### **THE LAWYERS REPRESENTING YOU**

55. The Court appointed the law firms of Hausfeld LLP, Scott+Scott, Attorneys at Law, LLP, and Robins Kaplan LLP as Lead Counsel. If you have any questions concerning the matters raised in this Notice, you may contact Lead Counsel, as follows:

Nathaniel C. Giddings <b>HAUSFELD LLP</b> 1700 K. St., NW, Suite 650 Washington, DC 20006 Telephone: 202-540-7200 Facsimile: 202-540-7201	Joseph P. Guglielmo <b>SCOTT+SCOTT</b> <b>ATTORNEYS AT LAW LLP</b> The Helmsley Building 203 Park Avenue, 17th Floor New York, New York 10169 Telephone: (212) 223-6444 Facsimile: (212) 223-6334 jguglielmo@scott-scott.com	Eamon O'Kelly <b>ROBINS KAPLAN LLP</b> 399 Park Avenue, Suite 3600 New York, NY 10022 Telephone: (212) 980-7400 Facsimile: (212) 980-7499
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56. You will not be charged for contacting these lawyers. As noted above, unless you elect to retain your own personal lawyer, if you remain in the Classes, you will not have any direct obligations to pay the costs of the litigation. If there is a recovery by one or more of the Classes in this Litigation, all costs and expenses, including Lead Counsel's attorneys' fees, will be paid from that recovery in an amount approved by the Court.

57. Lead Counsel will ask the Court for attorneys' fees of up to one-third (33.3%) of the \$3 million CVI Settlement and/or reimbursement for costs and expenses for their work in the Litigation. The fees and expenses awarded by the Court will be paid out of the CVI settlement funds.

58. Lead Counsel will ask the Court for attorneys' fees of up to one-third (33.3%) of the \$10 million B&L Settlement and/or reimbursement for costs and expenses for their work in the Litigation. The fees and expenses awarded by the Court will be paid out of the B&L settlement funds.

### **THE SETTLEMENT FAIRNESS HEARING**

59. The Court will hold a hearing to decide whether to approve the CVI and B&L Settlements and any request for fees and expenses. You may attend and you may ask to speak, but you do not have to.

60. The Court will hold a Fairness Hearing at 2:15 p.m. on February 25, 2020, at the Bryan Simpson United States Courthouse, 300 North Hogan Street, Jacksonville, FL 32202 Courtroom 10C. The hearing may be moved to a different location or time without additional notice, so it is a good idea to check [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com) for further information. At this hearing, the Court will consider the CVI and B&L Settlements and separately consider whether each settlement's plan

of distribution, any proposed attorneys' fees, expenses, and incentive awards are fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the CVI and B&L Settlement Agreements. We do not know how long these decisions will take.

61. You do not have to attend the Fairness Hearing. Lead Counsel will answer questions the Court may have. But, you or your own lawyer are welcome to attend at your expense. If you send an objection, you do not 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 have your own lawyer attend, but it is not necessary.

62. You may ask the Court for permission to speak at the Fairness Hearing. To speak at the Fairness Hearing, you must send a letter or other written document saying that the letter or document is your "Notice of Intention to Appear" in *In Re: Disposable Contact Lens Antitrust Litigation*, 3:15-md-02626-HES-JRK (M.D. Fl.). Be sure to include your name, address, telephone number, and your signature. You must send your "Notice of Intention to Appear" to the addresses listed in Paragraph 51 and 52, so it is postmarked and received no later than **January 31, 2020**.

### **LITIGATION CLASSES TRIAL**

63. If the Litigation is not dismissed or settled, the Class Representatives will have to prove their claims at a trial. Please check [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com) to be kept up-to-date on the date, time, and location of the trial. During the trial, a decision will be reached about whether the Class Representatives or Defendants are right about the claims in the lawsuit. There is no guarantee that the Class Representatives will win at trial and any outcome can be appealed.

64. Lead Counsel will present the case for the Class Representatives and the Classes, and the Defendants will present the defenses. You and/or your own lawyer are welcome to come at your own expense.

65. There is no way to know whether you will get money after the trial. If you do not exclude yourself from the Litigation Classes, and if the Class Representatives win at trial, you will need to prove that you are a member of one or more of the Litigation Classes to recover any money or other benefits from the Non-Settling Defendants.

66. If the Class Representatives win at trial, notice will be provided about how and when to make your individual claim for money or other benefits and what your other options are at that time. If the Non-Settling Defendants win at trial, you will not be able to make an individual claim for money or other benefits. Important information about the case will be posted on the website, [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com), as it becomes available.

### **PLEASE KEEP YOUR ADDRESS CURRENT**

67. To assist the Court and the parties in maintaining accurate lists of Class Members, you are requested to keep your email and physical address up to date with the Administrator. You may update your addresses on the website, [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com).

68. If this Notice was forwarded to you by the postal service, or if it was otherwise sent to you at an address that is not current, you should immediately contact the Administrator at Disposable Contact Lens Settlement Administrator, P.O. Box 2995, Portland, OR 97208-2995 or by calling the Administrator toll free at 877-253-3649 and providing them with your correct address. If the Administrator does not have your correct address, you may not receive notice of important developments in this Litigation.

## **WHERE YOU CAN FIND ADDITIONAL INFORMATION**

69. This Notice provides only a summary of the lawsuit and the claims asserted by Class Representatives. For more detailed information regarding the Litigation, you may contact Lead Counsel or visit [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com). You may also contact the Administrator at the address listed at [info@ContactLensSettlement.com](mailto:info@ContactLensSettlement.com).

70. Copies of the important pleadings, orders, and other documents filed in this Litigation are available at [www.ContactLensSettlement.com](http://www.ContactLensSettlement.com) or at <http://www.pacer.gov> or at the office of the Clerk of the Court, United States District Court for the Middle District of Florida, Jacksonville Division, 300 North Hogan Street, Jacksonville, Florida 32202, under Case No. 3:15-md-02626-HES.

**PLEASE DO NOT CALL OR WRITE  
THE COURT OR CLERK OF THE COURT REGARDING THIS NOTICE.**

DATED: December 2, 2019

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA