

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

Ramey, et al. v. Total Vision, LLC, et al.
Case No. 37-2021-00002017-CU-MC-CTL

NOTICE OF CLASS ACTION SETTLEMENT

The Superior Court of California, County of San Diego has authorized this Notice.

This is not a solicitation from a lawyer.

This notice may affect your rights. Please read this notice carefully.

You may be entitled to receive a Pro-Rata Cash Payment and/or Reimbursement of Documented Out-Of-Pocket Expenses because of a Data Security Incident that occurred on October 30, 2020, at Total Vision, LLC.

This notice is intended to summarize certain terms in the Settlement Agreement. For further information, or to view the Settlement Agreement in full, visit **www.TotalVisionSettlement.com** or contact the Settlement Administrator toll-free at 1-888-250-6810.

Dated: July 6, 2026

To: All persons to whom Defendant Total Vision, LLC sent via direct mail notices of the Data Security Incident addressed to a California address (the “Settlement Class”).

- A proposed Settlement has been reached with Defendant Total Vision, LLC to resolve the above-referenced consolidated class action (“Litigation”) filed against Total Vision, LLC brought separately by two patients (“Plaintiffs”), on behalf of themselves and the Settlement Class, regarding a data security incident that occurred on October 30, 2020, at Total Vision, LLC (“Data Security Incident”).
- The Amended Consolidated Class Action Complaint filed by the two Plaintiffs in the Litigation alleging that Defendants Total Vision, LLC., John C. Pack, O.D. and Beverly Bienes, O.D., Inc., John C. Pack, O.D., and Beverly Bienes, O.D. (collectively, “Defendants”) are legally responsible for the Data Security Incident and asserting the following claims against them for: (1) violations of Business & Professions Code §§ 17200, *et seq.* (the “UCL”), (2) Negligence, (3) Breach of Implied Contract, (4-5) violations of the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56, *et seq.* (“CMIA”), and (6) Breach of California Security Notification Laws, Cal. Civ. Code § 1798.82. Defendants deny these claims and deny that they are legally responsible or did anything wrong.
- As a Settlement Class Member, you are eligible to receive a Pro-Rata Cash Payment if you timely submit a valid claim form. Additionally, you may receive compensation of up to \$1,000 for documented, out-of-pocket losses or expenditures fairly traceable to the Data Security Incident (“Documented Out-of-Pocket Expenses”).
- Finally, all Settlement Class Members will benefit from improved data security measures implemented in response to the Litigation and after the Data Security Incident (“Business Practice Commitments”), for minimum period of two years, valued in excess of Two Hundred, Twenty-Four Thousand Dollars (\$224,000) annually.
- The Court in charge of this case has granted preliminary approval of the Settlement, but has not yet decided whether to grant final approval of the Settlement. No Settlement benefits or payments will be provided unless the Court grants final approval of the Settlement and the Settlement becomes final.
- **Your rights and options—and the deadlines to exercise them—are explained in this Notice. If you are a Settlement Class Member, your legal rights will be affected whether or not you take action. Please read this entire Notice carefully.**

Your options are:

SUBMIT A CLAIM FORM NO LATER THAN OCTOBER 5, 2026 , TO BE ELIGIBLE FOR A CASH PAYMENT UNDER THE SETTLEMENT	You can submit a Claim Form to receive a Pro-Rata Cash Payment from the Net Settlement Fund after the cost of approved payments for Documented Out-of-Pocket Expenses is deducted. You may also submit a Claim Form and documentation to receive reimbursement of up to \$1,000.00 for Documented Out-of-Pocket Expenses that you incurred that are fairly traceable to the Data Security Incident.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS AND SETTLEMENT NO LATER THAN SEPTEMBER 4, 2026	You can get out of the Litigation and Settlement, and receive no cash payment by mailing a written request to be excluded from the Settlement and the Settlement class postmarked no later than September 4, 2026 . This is the only option to keep your right to file your own lawsuit against Total Vision, LLC and other named Defendants for the claims that are being resolved by the Settlement.
OBJECT TO OR COMMENT ON THE SETTLEMENT NO LATER THAN SEPTEMBER 4, 2026	If you do not exclude yourself, you can file an objection telling the Court why you do not like the Settlement. If your objection is overruled, you will be bound by the Settlement. You can also write to the Court to provide comments or reasons why you support the Settlement.
DO NOTHING	If you do nothing, you will <u>not</u> receive a Pro-Rata Cash Payment or reimbursement for Documented Out-of-Pocket Expenses. If you do nothing, you will also remain in the Settlement Class and forfeit your right to file your own lawsuit against Total Vision, LLC and other named Defendants for the claims that are being resolved by the Settlement.

**PREGUNTAS O POR UN AVISO EN ESPAÑOL, VISITA
WWW.TOTALVISIONSETTLEMENT.COM**

Please do not write or call the Court with questions about the Settlement.

1. Why Did the Court Authorize This Notice?

The San Diego Superior Court has authorized this Notice because all persons to whom Defendant Total Vision, LLC sent via direct mail notices of the Data Security Incident addressed to a California address (“Settlement Class Members”) have the right to know about the proposed Settlement of this class action Litigation and about their rights and options before the Court decides whether to grant final approval of the Settlement. This Notice explains the Litigation, the Settlement, Settlement Class Members’ legal rights, what benefits are available, who may be eligible for those benefits, and how to get them.

Total Vision, LLC has prepared a list from its records identifying all persons to whom it sent via direct mail notices dated December 4, 2020, of the Data Security Incident addressed to a California address (the “Settlement Class List”). If you received a postcard notice of this Settlement, you have been identified as a Settlement Class Member on the Settlement Class List. If you are not sure whether you received such a notice, contact the Settlement Administrator via U.S. Mail at **Total Vision Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**, by emailing TotalVisionSettlement@ILYMcases.com, or by calling **1-888-250-6810**.

2. How do know if I am a Settlement Class Member?

If you received a postcard notice about this class action Settlement by mail addressed to you, then the Settlement Administrator has already determined that you are a Settlement Class Member on the Settlement Class List. More specifically, the Settlement Class includes all persons to whom Defendant Total Vision, LLC sent via direct mail notices of the Data Security Incident addressed to a California address. If you are not sure whether you Settlement Class Member, contact the Settlement Administrator by via U.S. Mail at **Total Vision Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**, by emailing TotalVisionSettlement@ILYMcases.com, or by calling **1-888-250-6810**.

3. What Is a Class Action?

The Litigation is a class action lawsuit. A class action is a lawsuit where one or more persons sue not only for themselves, but also for other people who have similar claims. These other people are known as the “Class” or “Class Members.” In a class action, one court resolves the issues for all Class Members, except for those who timely and validly exclude themselves or “opt out” from the Settlement Class. The Settlement Agreement refers to this as a “Request for Exclusion” or an “Opt-Out.”

Note that while the terms “Settlement Class” or “Settlement Class Members” are used herein and in the Settlement Agreement, a class is only valid or “formed” if it is certified by a Court. Thus, until a class is certified by a court order, the class is only a proposed class and the persons who may be in the class are referred to as putative or proposed class members. Proposed class actions, such as the above-referenced Litigation, may settle prior to the filing of a motion for certification of the class for purposes of litigation and trial. In such situations, a class may be certified for settlement purposes only. The present procedural posture is such that the Settlement Class will be certified if the Final Approval Motion is granted and only for settlement purposes. Currently, the Settlement Class is only provisionally certified, but final certification (even for settlement purposes only) will only happen if the Court grants the Final Approval Motion.

4. What Is This Class Action About?

On or about December 4, 2020, Total Vision caused notices of the Data Security Incident that occurred on October 30, 2020, at Total Vision to be mailed to potentially affected persons with California addresses, including Plaintiffs, a sample copy of which was provided to the California Attorney General.

On January 15, 2021, Anjanette Ramey filed a class action complaint in *Anjanette Ramey, individually and on behalf of a class of similarly situated individuals v. Total Vision, LLC; and Doe Defendants 1-25*; Superior Court of the State of California, County of San Diego, Case No. 37-2021-00002017-CU-MC-CTL (the “Ramey Action”). On April 23, 2021, Jane Doe filed a class action complaint in *Jane Doe, individually and on behalf of all others similarly situated v. Total Vision, LLC; John C. Pack, O.D. and Beverly Biances, O.D., Inc.; and Doe Defendants 1-100*; Superior Court of the State of California, County of San Diego, Case No. 37-2021-00018344-CU-BT-CTL (the “Doe Action”).

On November 18, 2021, Plaintiffs Anjanette Ramey and Jane Doe together filed an Amended Consolidated Class Action Complaint in the Action asserting claims against some or all Defendants for (1) violations of the “UCL”, (2) Negligence, (3) Breach of Implied Contract, (4-5) violations of CMIA, and (6) Breach of California Security Notification Laws, Cal. Civ. Code § 1798.82. On November 1, 2021, Total Vision, LLC filed an *ex parte* motion to consolidate the Ramey Action and the Doe Action, and on November 2, 2021, the San Diego Superior Court granted the motion to consolidate the Ramey Action and the Doe Action (collectively the “Consolidated Action”).

In their Amended Consolidated Class Action Complaint, Plaintiffs allege that Total Vision, LLC and/or the other Defendants’ failure to adequately protect the confidentiality of all Settlement Class Members’ personal and confidential medical information and prevent potential access to such information by unauthorized third parties was a violation of its legal obligations under the CMIA as well as other applicable laws. Total Vision, LLC and the other Defendants deny any violation of the CMIA or other applicable law and any alleged damages.

The Honorable Carolyn Caietti of the San Diego Superior Court is presiding over the Consolidated Action. To date, no determination has been made by Judge Caietti as to who is right or wrong or whether Total Vision, LLC or the other Defendants did or did not do anything that violates the law.

5. *What Is the Procedural Status of the Litigation?*

The appointed Settlement Class Representatives filed two separate class actions with the San Diego Superior Court, the Ramey Action and the Doe Action, on January 15, 2021 and November 18, 2021, respectively, against Defendant Total Vision, LLC and/or the other Defendants, alleging violations of the CMIA as well as other laws (described above). On November 2, 2021, the San Diego Superior Court granted Total Vision, LLC's *ex parte* motion to consolidate the Ramey Action and the Doe Action, which Judge Caietti granted on November 2, 2021. On September 9, 2024, the Settlement Class Representatives filed a Motion for Preliminary Approval of the Class Action Settlement set forth in the Settlement Agreement entered between the Parties to the Litigation.

On May 15, 2026, the Court granted preliminary approval of the Settlement, approving this notice and directing that the postcard notice be mailed to the Settlement Class defined as: All persons to whom Defendant Total Vision, LLC sent via direct mail notices of the Data Security Incident addressed to a California address. Total Vision, LLC, represents that the Settlement Class is comprised of approximately 88,722 persons.

Prior to entering into the Settlement Agreement, Settlement Class Counsel and Settlement Class Representatives diligently prosecuted the Litigation since its inception in 2021. For example, the Settlement Class Counsel and Total Vision, LLC engaged in substantial discovery, including propounding interrogatories and requests for production of documents, including Total Vision, LLC's confidential financial statements. Settlement Class Counsel and Settlement Class Representatives' expert witness have reviewed hundreds of pages of documents concerning the Data Security Incident and have interviewed a person most knowledgeable concerning the forensic analysis of the Data Security Incident conducted by Total Vision, LLC's security consultants. Additionally, Total Vision, LLC has provided Settlement Class Counsel with a declaration attesting to its available insurance and financial condition, limiting its ability to enter into a larger settlement. Furthermore, before agreeing to enter into the Settlement, the Parties engaged in an arm's-length mediation session with respected neutral mediator, Bruce Friedman, Esq. of JAMS on November 21, 2023. Accordingly, each of the Parties conducted their independent investigation of the claims by the Settlement Class Representatives and the denials by Total Vision, LLC and the other Defendants, and all Parties have determined that the Settlement Agreement is in the best interests of the Settlement Class.

The San Diego Superior Court has not decided who is right or wrong or whether Total Vision, LLC or the other Defendants did or did not do anything that violates the law. No such determination was made because the Parties have agreed to resolve the Litigation by entering into the Settlement Agreement.

6. *Why Is There a Settlement?*

The San Diego Superior Court has not made any substantive rulings in favor of the Settlement Class Representatives or Total Vision, LLC or any other Defendant. Instead, Settlement Class Representatives and Total Vision have agreed to settle the Litigation based upon their own independent investigations of the claims and defenses that may be made at trial, and they evaluated the additional cost and risk of continued litigation, trial and appellate proceedings. This way, they avoid the cost and burden of a trial and the people affected can get benefits.

The Settlement Class Representatives and their lawyers, Settlement Class Counsel, think the Settlement is in the best interests of the Settlement Class Members, in part, because of Settlement Class Counsel's substantial discovery concerning the forensic analysis of the Data Security Incident and Total Vision, LLC's declaration attesting to its available insurance and financial condition, limiting its ability to enter into a larger settlement. The Settlement Agreement, as noted above, does not mean that Total Vision, LLC or any of the other Defendants agree that they did anything wrong or that the Court has found that they have engaged in any misconduct or violation of law. Specifically, Total Vision, LLC and the other Defendants deny all legal claims set forth by the Settlement Class Representatives in the Litigation.

Regardless of the Parties' respective views on the merits of the Litigation, all Parties and their counsel have set forth in the Settlement Agreement their mutual view that the Settlement is fair, reasonable and adequate and in the best interests of the Settlement Class Members. The Court still has to decide whether to grant final approval of the Settlement. Identity theft protection and cash payments will be provided only if the Court grants final approval of the Settlement.

7. What Does the Settlement Provide?

The Settlement Agreement provides that Total Vision, LLC will pay a Gross Settlement Amount (“GSA”) of Four Hundred Seventy-Five Thousand Dollars (\$475,000.00), within thirty (30) days of the Court entering an order preliminarily approving the Settlement. Subject to final approval by the Court, the Settlement Agreement provides that the GSA is non-reversionary to Total Vision, LLC, and the maximum amount that Total Vision, LLC shall be required to pay under any circumstances in connection with the Settlement. Subject to final approval by the Court, the Settlement Agreement also provides for the following benefits:

Pro-Rata Cash Payment. Settlement Class Members who submit timely and valid Claim Forms are eligible to receive a Pro-Rata Cash Payment. The amount of the Pro-Rata Cash Payment will depend on how many eligible people submit Claim Forms, and the amount of approved claims for Documented Out-of-Pocket Expenses.

- **Reimbursement of Documented Out-of-Pocket Expenses of up to \$1,000.00.** Settlement Class Members who submit timely and valid Claim Forms are also eligible to also seek reimbursement for up to One Thousand Dollars (\$1,000.00) for Documented Out-of-Pocket Expenses that are fairly traceable to the Data Security. Claims for Documented Out-of-Pocket Expenses may be reduced pro-rata, depending on the amount of approved claims.
- **Business Practice Commitments.** As an integral part of the Settlement, Total Vision will provide improved data security measures implemented in response to the Litigation and after the Data Security Incident, for minimum period of two years, valued in excess of Two Hundred, Twenty- Four Thousand Dollars (\$224,000) annually. Costs related to the implementation and maintenance of the Business Practice Commitments are the responsibility of Total Vision, LLC separate and apart from Total Vision LLC’s payment of the GSA.

8. How Can I Make a Claim for a Pro-Rata Cash Payment and How Much Will I Receive?

If you are an eligible Settlement Class Member and you do not exclude yourself from the Settlement Class, and you wish to receive a Pro-Rata Cash Payment, you must mail or submit a valid Claim Form no later than **October 5, 2026**. Settlement Class Members who do not opt out of the Settlement and who submit a timely and valid Claim Form before **October 5, 2026**, will receive a pro-rata share of the Net Settlement Fund (a “Pro-Rata Cash Payment”). The act of submitting a valid and timely Claim Form to the Settlement Administrator (via U.S. Mail or through the Settlement website) entitles a Settlement Class Member to be to receive a Pro-Rata Cash Payment under the Settlement. Only Settlement Class Members identified on the Settlement Class List may submit a Claim Form.

To receive a Pro-Rata Cash Payment, you must complete a Claim Form and you may mail it, postmarked no later than **October 5, 2026**, to **Total Vision Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**. A Claim Form for a Pro-Rata Cash Payment may also be electronically completed and submitted online at **www.TotalVisionSettlement.com** no later than **October 5, 2026**. Claim Forms postmarked or electronically submitted after **October 5, 2026**, will not be paid.

The amount of the Pro-Rata Cash Payment will depend on how many eligible people submit Claim Forms, the amount of approved claims, if any, for Documented Out-of-Pocket Expenses paid from the Net Settlement Fund, and other amounts to be deducted from the GSA (such as Settlement Class Counsel’s fees of \$158,333.33, costs of \$22,000.00, incentive awards of \$5,000 to each of the two Settlement Class Representatives, and costs of Settlement administration of \$100,250.00), subject to Court approval.

The Pro-Rata Cash Payment will be determined by (i) taking the GSA of \$475,000.00, plus interest and determining the Net Settlement Fund by (ii) subtracting from the GSA plus interest the sum of (a) GSA taxes, if any, (b) Settlement Administration Costs, as approved by the Court, (c) Incentive Awards, as approved by the Court, and (d) Settlement Class Counsels’ Fees and Expenses, as approved by the Court; (iii) then subtracting from the resulting Net Settlement Fund the amount of approved Documented Out-of- Pocket Expenses; and (iv) finally, dividing the remainder of the Net Settlement Fund by the number of Settlement Class Members who submit valid claims for a Pro-Rata Cash Payment.

9. How Can I Make a Claim for Reimbursement of My Documented Out-of-Pocket Expenses?

If you are a Settlement Class Member and you do not exclude yourself from the Settlement and the Settlement Class, you are also eligible to submit a claim for reimbursement of up to \$1,000.00 for your Documented Out-of-Pocket Expenses fairly traceable to the Data Security Incident that you actually incurred between October 30, 2020 and **October 5, 2026**, and for which you have not already received reimbursement by a third party, including, without limitation, losses incurred as a result of documented identity theft or fraud, which are attributable to the Data Security Incident that occurred on October 30, 2020 at Total Vision, card cancellation or replacement fees, credit-related costs related to purchasing credit reports, credit monitoring or identity theft protection, costs to place a freeze or alert on credit reports, costs to replace a driver's license, state identification card, or social security number, and/or late fees, declined payment fees, overdraft fees, returned check fees, customer service fees attributable to documented identity theft or fraud.

Your own lawyer's fees and costs are not eligible for reimbursement as Documented Out-of-Pocket Expenses.

To make a claim for Documented Out-of-Pocket Expenses, you must complete a Claim Form and mail it with your supporting documentation of each of your losses or expenditures, postmarked no later than **October 5, 2026**, to **Total Vision Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**. **You cannot make a claim for Documented Out-of-Pocket Expenses by telephone, or email, or on the Settlement website.** To make a valid claim for Documented Out-of-Pocket Expenses, you must complete Section II of the Claim Form and additionally (i) provide the requested information in Section IV of the Claim Form or provide the requested information in Section IV of the Claim Form on a separate sheet submitted with your Claim Form; (ii) sign the attestation at the end of the Claim Form (Section V); and (iii) include Reasonable Documentation supporting each claimed loss or expense along with the Claim Form. In order to be deemed fairly traceable to the Data Security Incident, the Documented Out-of-Pocket Expenses are required to have occurred between **October 30, 2020**, and **October 5, 2026**, and be expenses for which you have not already received reimbursed by a third party. Documented Out-of-Pocket Expenses for credit monitoring or identity theft protection services are additionally required to have occurred between **February 28, 2022** (which is one year after expiration of Total Vision's offer of a complimentary one-year membership of Experian's® IdentityWorks made to Settlement Class Members in Total Vision's written notification of the Data Security Incident) and **October 5, 2026**. Documented Out-of-Pocket Expenses fairly traceable to the Data Security Incident will be determined and approved by the Settlement Administrator. Failure to provide required supporting documentation of your loss or expense with your Claim Form shall result in denial of your claim for reimbursement of your Documented Out-of-Pocket Expenses by the Settlement Administrator. Claims for Documented Out-of-Pocket Expenses may be reduced pro-rata, depending on the amount of approved claims. Only Settlement Class Members identified on the Settlement Class List may submit a Claim Form.

10. What is a Claim Form, and How and When Do I need to Submit a Claim Form?

To receive a payment, all Settlement Class Members must complete and timely submit the Claim Form to the Settlement Administrator.

The Claim Form is available to be printed and/or downloaded at www.TotalVisionSettlement.com. You may request a Claim Form be sent to you by writing the Settlement Administrator via U.S. Mail at **Total Vision Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**, by emailing TotalVisionSettlement@ILYMcases.com, or by calling 1-888-250-6810.

Settlement Class Members must complete and electronically submit a Claim Form at www.TotalVisionSettlement.com no later than **October 5, 2026**, or mail a Claim Form postmarked no later than **October 5, 2026**, to **Total Vision Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**. A Claim Form for Documented Out-of-Pocket Expenses **may not be submitted by telephone, or email, or on the Settlement website**, and must be submitted by mail, postmarked no later than **October 5, 2026**. If you received a postcard notice by mail, please use your Claim Number, located directly above your name, to file your Claim Form for a Pro-Rata Cash Payment online. If you lost or do not know your Claim Number, you may request your Claim Number by writing the Settlement Administrator via U.S. Mail at **Total Vision Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**, by emailing TotalVisionSettlement@ILYMcases.com, or by calling 1-888-250-6810.

The deadline to complete and submit a Claim Form is October 5, 2026. Claim Forms postmarked or electronically submitted after **October 5, 2026**, will not be entitled to consideration and will result in denial of your claim to receive any cash payment. Further, timely submission of a Claim Form alone does not entitle you to receive all cash payment amounts. The Claim Form details the requirements to receive reimbursement of Documented Out-of-Pocket Expenses. Question #11 and Section V. of the Settlement Agreement details the process by which the Settlement Administrator will review submitted Claim Forms and determine whether claims will become Approved Claims. Only Settlement Class Members identified on the Settlement Class List may submit a Claim Form.

11. What Happens if My Claim Form is Not Approved?

The Settlement Administrator will carefully review and decide whether to approve all submitted claims. The Settlement Administrator shall have sole discretion to review for eligibility, completeness and plausibility whether the prerequisites have been met in order to determine whether to approve claims for payment of a Pro-Rata Cash Payment and Documented Out-of-Pocket Expenses but may consult with Settlement Class Counsel and Total Vision, LLC's Counsel before making individual determinations. The Settlement Administrator shall consider all evidence submitted by a Settlement Class Member, Settlement Class Counsel, Total Vision, LLC's Counsel, and by Total Vision, LLC in making determinations regarding claim approval. The Settlement Administrator is also authorized, but not required, to contact any Settlement Class Member (by e-mail, telephone, or U.S. mail) to seek clarification regarding a submitted claim prior to making a determination as to its validity.

If the Settlement Administrator determines a claim for payment of a Pro-Rata Cash Payment and/or Documented Out-of-Pocket Expenses is denied in whole or part, the Settlement Administrator will notify the person who submitted the denied claim, Settlement Class Counsel and Total Vision's Counsel in writing within a reasonable time of making such a determination and shall follow the process outlined in the Settlement Agreement at paragraph 36 of Section VI.

12. How Will I Receive a Settlement Payment?

If the Court grants final approval of the Settlement, you are a Settlement Class Member and you have not requested to be excluded from the Settlement Class, you have submitted a timely and valid Claim Form and your Claim Form is approved by the Settlement Administrator, your Claim Form will be processed by the Settlement Administrator for payment and a check will be mailed to you within sixty (60) days after the Effective Date. If you would prefer to receive your Pro-Rata Cash Payment via an electronic payment, you may optionally select to receive an electronic payment to your PayPal, Venmo, or Zelle account by providing the email address associated with your PayPal, Venmo, or Zelle account where indicated on the Claim Form.

As set forth in the Settlement Agreement, any check for payment to a Settlement Class Member will provide that it will expire one hundred twenty (120) days after the date of issuance if it is an initial check, and thirty (30) days after issuance if it is a reissued check.

If you change your mailing address after submitting a Claim Form, it is your responsibility to provide your new address to the Settlement Administrator by U.S. Mail at **Total Vision Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781** or by emailing TotalVisionSettlement@ILYMcases.com.

13. When Will I Receive a Cash Payment?

If the Court grants final approval of the Settlement, you are a Settlement Class Member, have not requested to be excluded from the Settlement Class, and have submitted a timely and valid Claim Form and your Claim Form is approved by the Settlement Administrator, your Claim Form will be processed by the Settlement Administrator for payment and a check will be mailed to you within 60 days of the Effective Date. Settlement Class Members should review the Settlement Agreement for further detail, but the "Effective Date" occurs after the Court grants Final Approval of the Settlement. You may visit www.TotalVisionSettlement.com at any time for an update on the status of the Settlement or otherwise contact the Settlement Administrator by emailing TotalVisionSettlement@ILYMcases.com or calling **1-888-250-6810**.

If you change your mailing address after submitting a Claim Form, it is your responsibility to provide your new address to the Settlement Administrator by U.S. Mail at **Total Vision Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**, or by emailing TotalVisionSettlement@ILYMcases.com.

14. What Am I Giving Up as Part of the Settlement by Staying in The Settlement Class?

If the Settlement is granted final approval by the Court, you and all members of the Settlement Class will be releasing Total Vision, LLC and Released Persons, as defined in Section II and described in Section XV of the Settlement Agreement, from any and all claims or causes of action alleged in the Litigation and/or that could have been alleged in the Litigation, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity, that reasonably arise out of the same set of operative facts alleged in the Amended Consolidated Class Action Complaint filed in the Litigation.

You may visit www.TotalVisionSettlement.com to review the Settlement Agreement. All persons falling within the definition of the Settlement Class who do not timely and validly submit a request to be excluded from the Settlement Class will be bound by any judgment entered in connection with this Settlement, and shall be bound by the terms of the Settlement, including its releases, and all orders entered by the Court in connection therewith.

15. How Do I Exclude Myself from the Settlement Class?

If you are a member of the Settlement Class, you have the right to exclude yourself from (or “opt out” of) the Settlement and the Settlement Class. If you exclude yourself, you will be giving up the right to seek a Pro-Rata Cash Payment and reimbursement of Documented Out-of-Pocket Expenses and the right to object to the Settlement, but you will not be releasing the claims that are released in the Settlement.

To exclude yourself from the Settlement and the Settlement Class, you must mail your request for exclusion to **Total Vision Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**, postmarked no later than **September 4, 2026**. To be valid, a request for exclusion must be written and include your full name, current mailing address, and signature and contain a statement to the effect that “I hereby request to be excluded from the Settlement and the Settlement Class certified in the case entitled, *Ramey, et al. v. Total Vision, LLC, et al.* Case No. 37-2021-00002017-CU-MC-CTL.” **You cannot exclude yourself by telephone, or email, or on the Settlement Website.**

If you exclude yourself from the Settlement and the Settlement Class, you will not be bound by any judgment entered in connection with this Settlement, shall not be entitled to receive any of the benefits of the Settlement Agreement, shall not be bound by the release of any claims pursuant to the Settlement Agreement, and shall not be entitled to object to the Settlement Agreement or appear at the Final Approval Hearing, but you will not be bound by any judgment in the Litigation and you will keep your right to file your own lawsuit against Total Vision, LLC or any named Defendants in the Litigation for the claims that are being resolved by the Settlement. Please note, however, that neither this notice, the Court, the Parties nor any of their lawyers are able to provide you with any legal advice to you concerning the merit or timeliness of your ability to file your own lawsuit against Total Vision, LLC or any named Defendants in the Litigation, but you remain free to evaluate your own claims with the assistance of a lawyer of your own choosing and at your own expense.

DO NOT SUBMIT BOTH A CLAIM FORM AND A REQUEST FOR EXCLUSION. If you submit both a Claim Form and a request for exclusion, your request for exclusion will be disregarded and your Claim Form will be processed.

16. If I Exclude Myself from The Settlement Class, Can I Get Money from this Settlement?

No. If you exclude yourself from the Settlement and the Settlement Class by timely submitting a request for exclusion (*i.e.* opting out), you will not receive any money from the Settlement if the Court grants final approval of the Settlement.

17. If I Do Not Exclude Myself from the Settlement Class, Can I File a Lawsuit Against Defendant for the Same Thing Later?

No. If you are a member of the Settlement Class and you do not exclude yourself from the Settlement and the Settlement Class by timely submitting a request for exclusion (*i.e.* opting out), you give up any right to file your own lawsuit against Total Vision, LLC and Released Persons, as defined in Section II and described in Section XV of the Settlement Agreement, for any and all claims or causes of action alleged in the Litigation and/or that could have been alleged in the Litigation, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity, that reasonably arise out of the same set of operative facts alleged in the Amended Consolidated Class Action Complaint filed in the Litigation. If you have a pending lawsuit of your own, speak to

your lawyer in that lawsuit immediately to see if this notice and the Settlement Agreement will affect your other case. Remember, to exclude yourself from the Settlement and the Settlement Class, you must mail your request for exclusion postmarked no later than **September 4, 2026**, to the Settlement Administrator at **Total Vision Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781**.

18. Do I Have a Lawyer in this Case?

The Court appointed Gayle M. Blatt of Casey Gerry Francavilla Blatt, LLP, Joshua B. Swigart of Swigart Law Group, APC, and Patrick N. Keegan of Keegan & Baker LLP, as Settlement Class Counsel to represent the Settlement Class and Settlement Class Members. You will not be charged separately for these lawyers as they represent the overall interests of the Settlement Class and not you individually. If you want to be represented by your own lawyer, you may hire one at your own expense. For more information about the settlement, you may contact Patrick N. Keegan of Keegan & Baker LLP, 2292 Faraday Avenue, Suite 100, Carlsbad, CA 92008; Telephone: (760) 929-9303.

19. How Will the Lawyers for the Settlement Class (i.e. Settlement Class Counsel) Be Paid?

By **August 21, 2026**, Settlement Class Counsel will file a motion asking the Court to approve payment of lawyers' fees of up to \$158,333.33, and costs of approximately \$22,000.00, including, but not limited to mediation fees and expert witness fees, from the Settlement Fund ("Settlement Class Counsels' Fees and Expenses"). The payment of Settlement Class Counsels' Fees and Expenses would compensate Settlement Class Counsel for work that they reasonably have performed including filing complaints, motions and other court documents, engaging in discovery, investigating the facts and consulting with experts, preparing for and participating in mediation, and attending Court hearings and conferences, and costs they reasonably have incurred, including court filing fees, mediation fees and expert witness fees, in this Litigation. Settlement Class Counsel's motion will be made available on the Settlement website at www.TotalVisionSettlement.com.

20. How Will the Settlement Administrator Be Paid?

By **August 21, 2026**, Settlement Class Counsel will file a motion asking the Court to approve payment of the Settlement Administration Costs, up to a maximum amount of \$100,250.00, from the Settlement Fund for the fees and costs incurred by the Settlement Administrator, including the costs of the mailing of notices, the costs of creating and maintaining the Settlement website www.TotalVisionSettlement.com, which allows for online submission of Claim Forms, the costs of the creating and operating 1-888-250-6810, the cost of distributing and administering the benefits of the Settlement Agreement, including making Pro-Rata Cash Payments and Documented Out-of-Pocket Expenses to Settlement Class Members. Settlement Class Counsel's motion will be made available on the Settlement website at www.TotalVisionSettlement.com.

21. How Will the Settlement Class Representatives Be Compensated?

In addition to receiving the Settlement Benefits provided to all Settlement Class Members upon timely submission of a valid Claim Form, Settlement Class Counsel will file a motion asking the Court to approve payment of Incentive Awards of up to \$5,000 to each of the two Settlement Class Representatives (i.e. the two Plaintiffs who initiated the Consolidated Action) from the GSA for their time and effort expended in the Litigation on behalf of the Settlement Class. Settlement Class Counsel's motion will be made available on the Settlement website at www.TotalVisionSettlement.com.

22. How Can I Tell the Court If I Object to The Settlement?

If you are a member of the Settlement Class and you do not exclude yourself from the Settlement and the Settlement Class by timely submitting a request for exclusion (i.e. opting out), you have the right to object to the Settlement in writing and/or orally at the Final Approval Hearing if you do not like some or all of it. In your objection, you must state the reason(s) why you think the Court should not approve the Settlement. If the Court rejects your objection and grants final approval of the Settlement, you will still be bound by the terms of the Settlement Agreement and any judgment entered in connection with this Settlement.

To state a valid written objection, you must provide the following information in your written objection: (i) the case name and number - *Ramey, et al. v. Total Vision, LLC, et al.*, Lead Case No. 37- 2021-00002017-CU-BT-CTL; (ii) your full name, current address, current telephone number; (iii) a statement of why you believe you are a member of the Settlement Class and a basis of your belief and/or documentation sufficient to establish your membership in the Settlement Class, such as a copy of the Summary Notice postcard if mailed to you; (iv) a statement of the position(s) that you wish to assert, including the factual and legal grounds for the position(s); (v) copies of any other documents that you wish to submit in support of your position(s); (vi) a statement of whether you (or your lawyer) intends to appear in-person at the Final Approval Hearing; and (vii) if you, as an objector, are represented by your own lawyer, the full name, current mailing address, and current telephone number of your lawyer; and (viii) your signature under the penalty of perjury under the laws of the State of California. To be timely, your written objection must be mailed to ***Total Vision Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, CA 92781***, and be postmarked no later than **September 4, 2026**. **You cannot object by telephone, or email, or on the Settlement website.**

23. *What is the Difference Between Objecting to the Settlement and Asking to Be Excluded?*

Objecting to the Settlement is a way of formally telling the Court that you do not like something about the Settlement and do not think the Court should approve the Settlement for a particular reason or reasons. You can only object only if you are a member of the Settlement Class and do not exclude yourself from the Settlement and the Settlement Class by timely submitting a request for exclusion (*i.e.* opting out).

Excluding yourself from the Settlement and the Settlement Class or opting out is a way of telling the Court that you do not want to be part of the Settlement and the Settlement Class. If you exclude yourself, you cannot object to the Settlement and you will not be eligible to receive any cash payments under the Settlement Agreement because you are excluded from the Litigation and the Litigation no longer affects you. By excluding yourself, you will keep your right to file your own lawsuit against Total Vision, LLC or any named Defendant regarding any and all claims or causes of action alleged in the Litigation that reasonably arise out of the same set of operative facts alleged in the Amended Consolidated Class Action Complaint filed in the Litigation, so long as your claims are not otherwise barred or prohibited under the law. Please note, however, that neither this notice, the Court, the Parties nor any of their lawyers are able to provide you with any legal advice to you concerning the merit or timeliness of your ability to file your own lawsuit against Total Vision, LLC or any named Defendant in the Litigation, but you remain free to evaluate your own claims with the assistance of a lawyer of your own choosing and at your own expense.

24. *When and Where Will the Court Decide Whether to Give Final Approval to the Settlement?*

A Final Approval Hearing is scheduled to be held on December 18, 2026, at 10:30 a.m. in Department C- 70 of the Superior Court of California for the County of San Diego, located at 330 West Broadway, San Diego, California 92101. At the Final Approval Hearing, the Court will consider whether the proposed Settlement Agreement is fair, reasonable and adequate. At that time, the Court will also consider Settlement Class Counsel's request for payment of Settlement Class Counsels' Fees and Expenses, Settlement Administrations Costs, and Incentive Awards to the Settlement Class Representatives from the Settlement Fund. If there are objections, the Court will consider them. After the Final Approval Hearing, the Court will decide whether to approve the proposed Settlement Agreement, and the amounts to be paid for Settlement Class Counsels' Fees and Expenses, Settlement Administrations Costs, and Incentive Awards to the Settlement Class Representatives from the Settlement Fund.

The Final Approval Hearing may be moved to a different date or time without additional notice being mailed to the Settlement Class Members, so it is recommended that you check www.TotalVisionSettlement.com and/or the Court's main website (www.sdcourt.ca.gov) prior to the date above for any updated information.

25. *Do I Have to Come to the Final Approval Hearing?*

No, you do not have to attend the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have regarding the Settlement. However, you are welcome to attend the hearing at your own expense. You also may pay a lawyer to attend the Final Approval Hearing on your behalf, but it is not required.

26. *May I Speak at the Final Approval Hearing?*

Yes, if you are a member of the Settlement Class and you do not exclude yourself from the Settlement and the Settlement Class by timely submitting a request for exclusion (*i.e.* opting out), you or your lawyer may appear at the Final Approval Hearing held by the Court and orally comment on or object to the Settlement. If you are a member of the Settlement Class, you do not exclude yourself from the Settlement and the Settlement Class by timely submitting a request for exclusion (*i.e.* opting out), and you have mailed your valid written objection on time, the Court will consider your objection and you do not have to come to the Final Approval Hearing, but you or your lawyer may attend the Final Approval Hearing and speak at the hearing. You cannot speak at the Final Approval Hearing if you are not a member of the Settlement Class or a lawyer representing a member of the Settlement Class.

27. *What Happens If I Do Nothing at All?*

If the Settlement is approved by the Court, you are a Settlement Class Member and you do nothing, you will be legally bound by the terms of the Settlement and you will be releasing Total Vision, LLC, the other Defendants, and the Released Persons from any and all claims or causes of action alleged in the Litigation and/or that could have been alleged in the Litigation, under the laws of any jurisdiction, including federal law, state law, and common law, whether at law or equity, that reasonably arise out of the same set of operative facts alleged in the Amended Consolidated Class Action Complaint filed in the Litigation, as defined in Section XV of the Settlement Agreement. If the Settlement is approved by the Court, you are a Settlement Class Member and you do nothing, you will **not** receive a cash payment. Remember, to receive a cash payment, you must timely submit a Claim Form by **October 5, 2026**.

28. *How Can I Get More Information?*

If you have any questions, please contact the Settlement Administrator via U.S. Mail at **Total Vision Settlement, c/o ILYM Group, Inc., P.O. Box 2031, Tustin, Ca 92781**, by emailing TotalVisionSettlement@ILYMcases.com or by calling **1-888-250-6810**.

You may also visit the Settlement website at [**www.TotalVisionSettlement.com**](http://www.TotalVisionSettlement.com) that has links to the Claim Form, this Settlement notice and important documents, including copies of the Settlement Agreement and the Amended Consolidated Class Action Complaint filed in the Litigation, viewable free of charge. The Settlement website will also post filings in the Litigation related to the approval process.

The papers filed in the Litigation can be examined online on the San Diego County Superior Court's website. Go to www.sdcourt.ca.gov and click on "REGISTER OF ACTIONS" and enter case number "00002017", select "2021" in "year filed", and click, "Search." The documents filed in the Litigation are listed as Register of Actions Entries and some may be available to view at a minimal charge using a credit card for payment.

As a general matter, you may also view documents filed in the Litigation by requesting the case file at the San Diego County Superior Court, Hall of Justice, 330 West Broadway San Diego, California 92101. Please be certain, however, to check updates on the Court's website about accessibility to the Court and the ability to view documents in-person before you expend time to travel to the Court.

You can also contact Class Counsel directly. The contact information of Class Counsel is set forth in answer to Question #18 above.

PREGUNTAS O POR UN AVISO EN ESPAÑOL, VISITA WWW.TOTALVISIONSETTLEMENT.COM

Please do not write or call the Court with questions about the Settlement.

By Order of the Superior Court of the State of California for the County of San Diego.