

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-06-001139-217

**SUPERIOR COURT
(CLASS ACTION CHAMBER)**

SHAWN FARIA, [REDACTED]
[REDACTED]

Petitioner

-vs.-

ESSILOR-LUXOTTICA S.A., legal person duly constituted, having its address of service at 147 rue de Paris, 94220 Charenton-Le-Pont, France

and

ESSILOR-LUXOTTICA CANADA INC., legal person duly constituted, having its address of service at 371 Rue Deslauriers, Montréal, Québec

And

LUXOTTICA RETAIL NORTH AMERICA, INC., legal person duly constitute, having its address of service at 1209 Orange St, Wilmington, New Castle, Delaware, United States of America, 19801

Respondents

**AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION &
TO OBTAIN THE STATUS OF REPRESENTATIVE PLAINTIFF**

(Art. 571 C.C.P. and following)

TO ONE OF THE HONOURABLE JUSTICES OF THE SUPERIOR COURT, SITTING IN AND FOR THE DISTRICT OF MONTREAL, YOUR PETITIONER RESPECTFULLY ALLEGES AS FOLLOWS:

INTRODUCTION

1. Essilor-Luxottica is the world's largest eyewear company, controlling as much as 80% of the global eyewear market. Started as "Luxottica" in Italy in 1961, today it is a vertically integrated, multi-national behemoth, which designs, manufactures, distributes and sells eyewear wholesale and at retail to consumers. A major part of Luxottica's business is in producing and distributing eyewear for the world's fashion houses under exclusive licenses. Luxottica also promotes and sells its own famous brands, including Ray-Ban, Oakley and Persol, alongside those of its fashion house competitors, such as Armani, Prada, Chanel and Ralph Lauren.

2. This class proceeding arises from the respondents' failure to compete fairly in the Canadian eyewear market in accordance with their statutory duties to do so:

a. As a result of their failure to compete fairly and their omission to not abuse their dominant market position, the respondents' harmed the Class Members by charging supercompetitive retail prices for their associated eyewear products.

b. Luxottica designs, manufactures, sells, and distributes eyewear products of their Proprietary Brands directly to its own retail outlets in Canada as well as through Third-Party Sellers. For its Proprietary Brands, Luxottica maintains control over the price, supply, market allocation and production of these products.

c. Luxottica also designs, manufactures, and distributes eyewear products on behalf of Fashion Houses through exclusive Licensing Agreements to its own retail outlets in Canada as well as to Third-Party Sellers. For its Licensed Brands, Luxottica maintains exclusive multi-year control over the design, manufacturing, and distribution of these products.

d. In addition to selling its Proprietary Brands and Licensed Brands in its retail outlets, Luxottica also sells and distributes products from other Competing Manufacturers in its own retail outlets and to Third-Party Sellers through exclusive Sales Agreements. For its Competing Manufacturers, Luxottica maintains exclusive multi-year control over the sale and distribution of these products.

e. Luxottica and the Fashion Houses are competitors. The eyewear products that Luxottica designs, manufactures, and distributes to its retail outlets for its own Proprietary Brands and on behalf of the Fashion Houses are competing products. Luxottica and the Fashion Houses' Licensing Agreements result in the strategic

control over the price, supply, output and/or market allocation of eyewear products in Quebec and throughout Canada.

f. Luxottica and the Competing Manufacturers are competitors. The eyewear products that Luxottica sells and distributes to its retail outlets for its Proprietary Brands or Licensed Brands and for the Competing Manufacturers are competing products. Luxottica and the Competing Manufacturers' Sales Agreements result in the strategic control over the price, supply, output and/or market allocation of eyewear products in Quebec and throughout Canada.

g. Luxottica knew or should have known that simultaneously entering into the Licensing Agreements and the Sales Agreements, while also designing, manufacturing, selling and distributing their own Proprietary Brands to their own retail outlets as well as third-party sellers would result in the coordination of distribution and pricing, access to information and especially pricing information, and the ability to charge supra-competitive prices for their eyewear products, including through the payment of royalties by Luxottica.

h. Luxottica and the Fashion Houses have manipulated the Canadian eyewear market for their mutual benefit and charged supra-competitive prices. This conduct runs contrary to the statutory duties imposed upon them as well as the duty to abide by the general rules of conduct incumbent on them.

i. The Petitioner and the Class Members would not have suffered loss from paying unfair and unlawful prices for eyewear products from or connected to Luxottica but for Luxottica's failure to compete fairly and in accordance with the standards and duties incumbent on them. Luxottica's failure to compete fairly in this instance is particularly egregious given the vulnerability of the Class Members – as individuals who rely on eyewear products to correct their vision, without which they would be severely handicapped in their day to day lives.

I. CLASS DESCRIPTION

3. Petitioner seeks to institute a class action on behalf of the following group, of which he is a member, namely:

All persons in Canada, excluding residents of British Columbia, who purchased eyewear, including prescription frames or sunglasses, manufactured or sold by Luxottica between May 17, 2005 and the date this action is certified as a class proceeding. In particular, the Class Members include purchasers of prescription frames and sunglasses manufactured or sold by Luxottica, and an included subclass of persons who bought them for personal, family or household purposes.

(the "Class", "Class Members" and "Class Period")

All persons in Canada who purchased prescription frames and sunglasses manufactured or sold by Luxottica, except for those who obtained them for the purpose of their business, between May 17, 2005 and the date this action is certified as a class proceeding.

(the "Consumer Sub-Class", "Consumer Sub-Class Members")

Reference to "Class" or "Class Members" in this Applications refers to both the members of the above Class and Consumer Sub-Class.

II. DESCRIPTION OF THE RESPONDENTS

4. Essilor-Luxottica S.A. is a joint stock company incorporated under the laws of France, with a registered office at 147 rue de Paris, 94220 Charenton-Le-Pont, France ("**Essilor-Luxottica SA**") in the European Union, where it is subject to the *Treaty on the Functioning of the European Union*. Essilor-Luxottica SA was formed from the merger in 2018 of Luxottica Group S.p.A. and Essilor International S.A. Essilor-Luxottica SA carries on business in Canada and worldwide. Report as **Exhibit P-1**.

5. EssilorLuxottica Canada, Inc. is a company incorporated under the laws of Canada, with an address for service at 371 Rue Deslauriers, Montréal QC ("**Luxottica Canada**"). Luxottica Canada is a wholly-owned subsidiary of Essilor-Luxottica SA. Luxottica Canada carries on business in Québec and across Canada. Luxottica Canada is the successor in interest to the former Luxottica of Canada Inc., Luxottica Retail Canada, Inc., Oakley Canada Inc., and Sunglass Hut of Canada Inc. Luxottica Canada is the registered owner of sole proprietorships registered in Québec for "Sunglass Hut", "Sunglass Hut International", "Pearle Vision", "Oakley", and in Ontario for "Lenscrafters Canada", "Luxottica Retail Canada", "Luxottica Retail Sunglass Hut" and "Sunglass Hut Canada". The whole as appears in Ministry of Ontario Business Names Report as **Exhibit P-2**.

6. Luxottica Retail North America, Inc. is a company incorporated under the laws of Delaware, with an address for service at 1209 Orange St, Wilmington, New Castle, Delaware, United States of America, 19801 (“**Luxottica Retail North America**”). Luxottica Retail North America is a wholly-owned subsidiary of Essilor-Luxottica SA. Luxottica Retail North America carries on business in Québec and across Canada, the whole as appears from State of Delaware website as **Exhibit P-3**.

7. Essilor-Luxottica SA, Luxottica Canada, and Luxottica Retail North America, are together “**Luxottica**”. The Respondents functioned as a joint enterprise for the operation of Luxottica’s business. Each of the Respondents was an agent of the other for the purposes of the design, manufacturing, distribution, marketing and/or sale of eyewear. Each Respondent is solidarily liable to Class Members for the conduct of other Respondents.

III. THE FACTS THAT GIVE RISE TO AN INDIVIDUAL ACTION ON BEHALF OF THE PETITIONER AGAINST THE LOOTBOX RESPONDENTS, ARE AS FOLLOWS:

A. LUXOTTICA’S LIABILITY

8. Luxottica has failed to discharge their statutory obligations under the Competition Act, RSC 1985, c C-34, as amended from time to time. [...].

8.1. By adopting unfair and abusive business practices, including their Unlawful Agreements with Fashion Houses and Competing Manufacturers (terms defined below), Luxottica has acted contrary to the standard of conduct incumbent on them set out by section 45 of the Competition Act and conspired to: 1) fix, maintain, increase or control the supply of eyewear; and/or 2) allocate sales, territories, customers or markets for the supply of eyewear; and/or 3) fix, maintain, control, prevent, lessen or eliminate the supply of eyewear in Quebec and throughout Canada:

- a. The Unlawful Agreements between Luxottica and the Fashion Houses and Competing Manufacturers as they were and remain to be unlawful as knowingly, or recklessly, directly or indirectly, in pursuit of their mutual business interests; and,
- b. Luxottica knew or should have known that their anticompetitive conduct, including the conclusion of the Unlawful Agreements, would, and did, cause the Petitioner and the Class Members to suffer losses as described herein.

8.2. These business practices resulted in the artificial increase of the price of eyewear manufactured, sold, distributed by Luxottica either directly or indirectly to the Retail Outlets in

Canada. These abusive overcharges were ultimately passed on to the end purchasers of eyewear in Canada, the proposed members of this class action. As a result of the respondent's conduct, end purchasers have borne supra-competitive prices for the purchase of eyewear frames or sunglasses manufactured or sold by the respondent, Luxottica

9. [...]

10. Additionally, over the Class Period Luxottica obtained and maintained domination of the global market for the eyewear industry exercising unchallenged power and control over every level of the supply-chain for prescription eyewear frames and sunglasses:

- a. Luxottica wielded their power in the eye wear industry in an abusive manner that constitutes an anti-competitive act under article 78 of the *Competition Act*, acted in bad faith by engaging unfair, anti-competitive and abusive business practices and in violation of their own Code of Ethics, **Exhibit P-45**.
- b. Luxottica's unchallenged power in the eyewear market contributes to their ability to exercise and sustain anticompetitive, abusive, and unfair conduct that is contrary to the standard incumbent on them by s. 45 of the *Competition Act*.
- c. This conduct by Luxottica amounts to a fault giving rise to their civil liability under article 1457 of the Quebec Civil Code, and the doctrine of restraint of trade in the common law provinces.

11. Luxottica has breached the *Consumer Protection Act*, CQLR c P-40.1, and related enactments in other provinces. Through their conduct, as manufacturer and direct to consumer retailers and eyewear merchants, Luxottica's actions constitute unfair and unconscionable business practices, which Luxottica knew or ought to have known. The disproportion between Luxottica and Class Members is so great that the Unlawful Agreements amount to exploitative, excessive, harsh and unconscionable transaction.

12. Class Members resident outside Quebec plead and rely on *inter alia*: *Consumer Protection Act*, RSA 2000, c C-26.3; *Business Practices and Consumer Protection Act*, SBC 2004, c 2; *The Consumer Protection and Business Practices Act*, SS 2013, c C-30.2; *Consumer Protection Act*, CCSM c C200; *Consumer Protection Act, 2002*, SO 2002, c 30; *Consumer Protection Act*, RSNS 1989, c 92; *Consumer Protection Act*, RSPEI 1988, c C-19; *Consumer Protection and Business Practices Act*, SNL 2009, c C-31.1; *Consumers Protection Act*, RSY 2002, c 40; *Consumer*

Protection Act, RSNWT 1988, c C-17; and *Consumer Protection Act*, RSNWT 1988 (Nu), c C-17; and all other related legislation in each Canadian province; each as amended from time to time and with regulations in force at material times.

i. History of Luxottica

13. Luxottica is the world's largest company in the eyewear industry.

14. Luxottica's predecessor, Luxottica Group S.p.A., was founded in 1961 in Agordo, Italy. The founder of Luxottica is Leonardo Del Vecchio. Luxottica is a vertically integrated company that designs, manufactures and distributes fashion, luxury, sports and performance eyewear. The whole as appears in a Luxottica corporate description document titled *A Fascinating History, An Unstoppable Journey* as **Exhibit P-4**, Luxottica At A Glance as **Exhibit P-5**, and **Exhibit P-6**, p 11.

15. Luxottica was listed on the New York Stock Exchange on January 24, 1990. Luxottica was listed on the Milan Stock Exchange in 2000. Luxottica voluntarily de-listed from the New York Stock Exchange in June 2017.

16. In January 2017, Luxottica announced a proposed merger with Essilor International S.A., a French company that produces ophthalmic lenses and optical equipment, the number one maker of lenses worldwide. In 2018, the merger was consummated. Essilor-Luxottica SA is publicly traded on the Euro-Next stock exchange. It has a market capitalization of about USD\$70-billion, as shown at **Exhibit P-7**, with annual revenues of €62-billion, as shown at **Exhibit P- 8**.

17. The largest shareholder of Essilor-Luxottica SA is Delfin S.à.r.l. ("**Delfin**"). Delfin is a Luxembourg company incorporated in 2006 as the holding company for the Del Vecchio family. Delfin holds about 30% of the shares of Essilor-Luxottica SA, as shown at **Exhibit P-6**, p 35; it previously held approximately 66% of Luxottica Group S.p.A., as shown at **Exhibit P-9**, p 59.

ii. Luxottica's Control over Retail Outlets and Proprietary Brands

17.1. Luxottica's global dominance over the international eyewear market was obtained and is further maintained by its unfair anticompetitive conduct by arranging, agreeing and/or aligning prices, supply, market output and/or control with those of its competitors. This control begins with it's global control over the retail eyewear market and Luxottica's personal ownership over it's Proprietary Brands.

18. Luxottica has developed a geographic footprint that spans 150 countries, all of which are covered by its wholesale distribution network. This is complemented by an extensive retail network of approximately 9,000 stores, with LensCrafters, Oakley and Pearle Vision in North America, and Sunglass Hut worldwide, as shown at **Exhibit P-10**.

19. Luxottica maintains a significant retail system for the sale of eyewear:

- a. in 1995, Luxottica acquired LensCrafters, a store-front retailer of eyewear;
- b. in 2001, Luxottica acquired Sunglass Hut, a store-front retailer of sunglasses. Sunglass Hut is the largest retailer of premium sunglasses in North America;
- c. in 2004, Luxottica acquired Cole National, which included the Pearle Vision, Sears Optical and Target Optical store chains; and
- d. in 2014, Luxottica acquired www.glasses.com, which sells eyewear over the internet

(together, Luxottica's "**Retail Outlets**", as shown at **Exhibit P-10**).

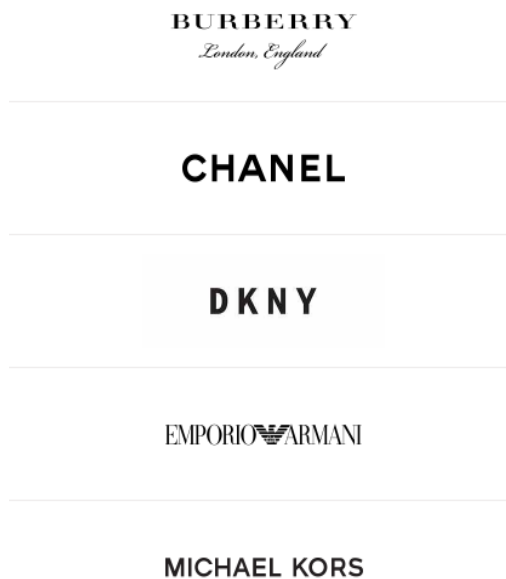
20. Luxottica sells eyewear directly to consumers through its Retail Outlets. Luxottica also sells through ophthalmic distributors and third-party retail channels ("**Third-Party Sellers**").

21. Luxottica owns a number of eyewear brands:

- a. in 1990, Luxottica acquired *Vogue Eyewear*;
- b. in 1995, Luxottica acquired *Persol*;
- c. in 1999, Luxottica acquired *Ray-Ban*, maker of the Aviator sunglasses, and *Arnette*;
- d. in 2007, Luxottica acquired *Oakley* (Oakley, Inc.); and
- e. in 2012, Luxottica acquired *Alain Mikli*

(together, Luxottica's "**Proprietary Brands**", as shown at **Exhibit P-10**).

22. In addition to its Proprietary Brands, Luxottica has over 20 licensed brands in its portfolio, including the biggest names in fashion and luxury, as shown at **Exhibit P-10**. The list of licensed brands includes:



Paul Smith
SPECTACLES

TIFFANY & CO.

POLO
RALPH LAUREN

VALENTINO

RALPH LAUREN

PRADA
EYEWEAR

STARCK®
EYES

TORY BURCH

VERSACE

(together, Luxottica's "**Licensed Brands**").

23. Luxottica sells both its Proprietary Brands and Licensed Brands in its Retail Outlets and through Third-Party Sellers. The whole as appears in Luxottica Screen Shot 2020 Luxottica.com as **Exhibit P-7**.

24. In its Retail Outlets, Luxottica does not identify for consumers that it is the exclusive licensee, manufacturer and distributor of all the eyewear it sells, including Licensed Brands.

25. Luxottica has operated in Canada for many years, as shown at **Exhibit P-11**:

- a. In 1985, Luxottica set up Luxottica Canada in Toronto, quickly gaining a 30% share of the Canadian market.
- b. Luxottica operates LensCrafters, Sunglass Hut, Pearle Vision and Sears Optical, and Oakley Retail Outlets in Québec and across Canada.
- c. Luxottica sells to Third-Party Sellers in Québec and across Canada, including to ophthalmologists, optometrists, opticians, and other eyewear retailers.

iii. Luxottica's Control over Fashion Houses and Competing Manufacturers

26. [...]

27. [...]

28. [...]

29. [...]

29.1. It is against the context of Luxottica's global control of their Retail Outlets and Proprietary Brands, that Luxottica has failed to conduct their business in the Canadian eyewear market in adherence with the standards and duties incumbent on them to compete fairly and competitively, notably by concluding Licensing Agreements and Sales Agreement with their direct competitors, Fashion Houses and Competing Manufacturers, for the design, manufacturing, selling and distribution of the same eyewear products in the same retail stores.

iii. a. Licensing Agreements with Fashion Houses

30. Giorgio Armani S.p.A., Brooks Brothers (Retail Brand Alliance, Inc.), Anne Klein (Jones Apparel Group), Bulgari S.p.A., Chanel S.A., Gianni Versace S.p.A., Prada SA and Gruppo Prada, Paul Smith, Tiffany & Co., Donna Karan International Inc., Burberry Group plc, Ralph Lauren Corp., Stella McCartney Limited, Salvatore Ferragamo Italia S.p.A., Tory Burch LLC, Coach, Inc., Michael Kors Holdings Limited, Dolce & Gabbana S.r.l., Valentino S.p.A. are luxury fashion houses (together, "**Fashion Houses**").

31. Some Fashion Houses are private companies, while others are publicly-traded companies. Their products are clothing and accessories, including eyewear. The Fashion Houses collectively own and exploit their own names in addition to well-known brands and marques that they own, such as *CHANEL*, *D&G*, *PRADA*, *Valentino*, *Polo*, *DKNY*, *Miu Miu*, *TT*, *Emporio Armani*, and *A/X*.

32. The Fashion Houses are horizontal competitors of one another in the market for eyewear and fashion, as shown at **Exhibit P-15**.

33. The Fashion Houses are actual or potential horizontal competitors of Luxottica in the market for eyewear, as shown at **Exhibit P-15**.

34. At all material times, the Fashion Houses operated or had access to independent production facilities for the manufacture of eyewear. Each of the Fashion Houses either produced or had the ability to produce their own eyewear at all material times.

35. Since 1988, Luxottica has entered into a series of licensing agreements with the Fashion Houses, as follows:

1988	Giorgio Armani S.p.A.
1992	Brooks Brothers (Retail Brand Alliance, Inc.)
1996	Anne Klein (Jones Apparel Group, now Nine West Holdings)
1997	Bulgari S.p.A.
1999	Chanel S.A.
2003	Gianni Versace S.p.A.
2003	Prada SA part of Gruppo Prada
2006	Paul Smith
2006	Tiffany & Co.
2006	Donna Karan International Inc.
2006	Burberry Group plc
2007	Polo Ralph Lauren Corp.
2009	Stella McCartney Limited
2009	Salvatore Ferragamo Italia S.p.A.
2009	Tory Burch LLC
2012	Coach, Inc.
2015	Michael Kors Holdings Limited
2015	Dolce & Gabbana S.r.l.
2017	Valentino S.p.A.

The whole as appears in Press Release announcement as at **Exhibits P-16 to P-36**.

36. The license agreements between Luxottica and the Fashion Houses have certain basic terms. The license agreements are *inter alia* exclusive multi-year licenses for the design, manufacturing and worldwide distribution of eyewear, under the brands and marques of the Fashion Houses (“**Licensing Agreements**”). In exchange for the grant of the licenses, Luxottica pays the Fashion Houses royalties on the sales of eyewear, as shown at **Exhibit P-37**, p 36.

37. Under the Licensing Agreements, Luxottica is designated the agent of the Fashion Houses. In particular, pricing decisions are delegated to Luxottica. In the alternative, the Licensing Agreements include most-favoured nation and other price-coordination clauses, which result in the alignment, synchronisation and inflation of prices to supra-competitive levels for the benefit of Luxottica and the Fashion Houses collectively, as shown at **Exhibit P-38**, p 16. The details of these arrangements are well known to Luxottica and the Fashion Houses.

iii. b. Sales Agreements with Competing Manufacturers

38. As well as selling its own products and products under Licensing Agreements in its Retail Outlets, Luxottica also sells products from other manufacturers. In particular, Luxottica sells sunglasses in its Sunglass Hut locations manufactured by, among others, Marcolin S.p.A., Safilo S.p.A., Costa Del Mar, Inc. and Maui Jim, Inc.

39. Marcolin S.p.A., Safilo S.p.A, Costa Del Mar, Inc. and Maui Jim, Inc. are horizontal competitors of Luxottica in the manufacturing of eyewear ("**Competing Manufacturers**"), as shown at **Exhibit P-39**, **Exhibit P-40** and **Exhibit P-41**.

40. In addition, Luxottica sells sunglasses in its Sunglass Hut locations manufactured by the Competing Manufacturers under the *Gucci*, *Fendi*, *Dior*, *Guess* and *Tom Ford* brands. *Gucci* is owned by the Gucci Group NV, a subsidiary of Kering S.A. *Fendi* is owned by LVMH Moët Hennessy Louis Vuitton SE. *Dior* is owned by Christian Dior SE. *Guess* is owned by Guess?, Inc. *Tom Ford* is owned by Tom Ford International LLC. The whole as appears in SunGlass Hut website screenshot as at **Exhibit P-42**.

41. Kering S.A., LVMH Moët Hennessy Louis Vuitton SE, Christian Dior SE, Guess?, Inc., and Tom Ford International LLC are also fashion houses and competitors of Luxottica and the Fashion Houses in the market for eyewear, as shown at **Exhibit P-43** pp 33, 238 and **Exhibit P-44**, p 37.

42. The sales agreements between Luxottica and the Competing Manufacturers have certain basic terms. The sales agreements are *inter alia* multi-year licenses for the distribution and sale of eyewear ("**Sales Agreements**"). Under the Sales Agreements, Luxottica pays the Competing Manufacturers or the relevant Fashion Houses royalties or a portion of the sales on eyewear sold through Luxottica's Retail Outlets.

43. Under the Sales Agreements, Luxottica is designated the agent of the Competing Manufacturers or the Fashion Houses. In particular, pricing decisions for sales through its Retail

Outlets are delegated to Luxottica. In the alternative, the Sales Agreements include most-favoured nation and other price-coordination clauses, which result in the alignment, synchronisation and inflation of prices to supra-competitive levels for the benefit of Luxottica, the Competing Manufacturers and the Fashion Houses collectively. The details of these arrangements are well known to Luxottica and the Competing Manufacturers.

iii. c. Licensing and Sales Agreements Constitute Unlawful, Anti-Competitive Arrangements

44. The existence of the Licensing Agreements between Luxottica and each of the Fashion Houses, and the existence of the Sales Agreements, is and has always been known to each of the Fashion Houses. The fact that Luxottica is a party to and privy to all of these Licensing Agreements is and has always been known to each of the Fashion Houses. The same is true of the Sales Agreements.

45. The Fashion Houses entered into the Licensing Agreements and Sales Agreements with Luxottica deliberately knowing the existence of substantially the same Licensing Agreements and Sales Agreements between Luxottica and the other Fashion Houses or the Competing Manufacturers.

46. The Fashion Houses and the Competing Manufacturers entered into the Licensing Agreements and Sales Agreements with Luxottica (and through it, their competitors) with the intention of benefitting from the coordination of distribution and pricing, access to information and especially pricing information, and the ability to charge supra-competitive prices for their eyewear, including through the payment of royalties by Luxottica.

47. Luxottica entered into the Licensing Agreements and Sales Agreements with these competitors with the intention of benefitting from the coordination of distribution and pricing, access to information and especially pricing information, and the ability to charge supra-competitive prices for its eyewear and to exercise control over the production and supply of eyewear.

48. The Licensing Agreements and Sales Agreements between Luxottica and the Fashion Houses and the Competing Manufacturers is conduct contrary to the obligations imposed upon Luxottica by the *Competition Act*, s 45 (“**Unlawful Agreements**”).

49. The Unlawful Agreements:

- a. fix, maintain, increase or control the price for the supply of eyewear;
- b. allocate sales, territories, customers or markets for the production or supply of eyewear; and
- c. fix, maintain, control, prevent or lessen the production or supply of eyewear

globally, including in Québec and Canada.

50. Luxottica and each of the Fashion Houses and the Competing Manufacturers have committed acts in furtherance of the Unlawful Agreements, including but not limited to:

- d. the exchange of contracts and agreements, and communications concerning the implementation of the Unlawful Agreements;
- e. the manufacturing, distribution, marketing and sale of eyewear pursuant to the Unlawful Agreements;
- f. the pricing of eyewear pursuant to the Unlawful Agreements; and
- g. the payment of royalties and the collection of sales receipts.

51. With the headquarters of Essilor-Luxottica Canada Inc. in Montreal, the Unlawful Agreements and their effects were felt directly by consumers in Québec and Canada.

52. The senior officers and directors of Luxottica were at all times fully aware of the Unlawful Agreements and took active steps to implement their terms. The Unlawful Agreements were in breach of Luxottica's own Code of Ethics, as shown at **Exhibit P-45**.

iv. Luxottica's Customers in Canada – Impacted by Global Anticompetitive Conduct

52.1. The Canadian retail market for eyewear was greater than \$4 billion in 2019. Eyewear is a distinct market as well as part of the fashion accessories market. Eyewear is further divided into spectacles, or regular glasses, as well as sunglasses. The spectacle sub-market is further divided into reading glasses, frames, and lenses. In 2019, Luxottica's retail sales value was 71.71% in reading glasses, 69.87% in lenses, and 62.71% in sunglasses. The whole as appears in Euromonitor data in Canada 2019 shown as **Exhibit P-12**.

52.2. There has been media commentary in the United States and elsewhere that Luxottica controls as much as 80% of the global eyewear market. The whole as appears in Forbes "Luxottica Sees Itself As King, Raising Questions About Brand Authenticity" November 27, 2012; Los Angeles Times "Consumer Confidential: Why Are Glasses So Expensive? The Eyewear Industry Would Prefer Keeping That Blurry" January 22, 2019, and "How badly are we being ripped off on eyewear? Former industry execs tell all" March 5, 2019 the whole shown as **Exhibit P-13**.

52.3. Some publicly available statistics report that Luxottica's share of retail net sales is greater than 73% in North America in 2018. The whole as appears in Statista.com shows as **Exhibit P-14**.

52.4. Québec and Canada are part of the North American and worldwide market for eyewear. Luxottica's wrongful, abusive, and anti-competitive business practices are international in scope. Therefore, the impacts of Luxottica's wrongful conduct are felt around the world, including in Canada and Québec.

iv. a. Decision of French Competition Authority

52.5. On July 22, 2021, the French Competition Authority (*Autorité de la Concurrence*) sanctioned Luxottica a 125 million Euro penalty for the impact of anticompetitive conduct on end consumers. The French Competition Authority found Luxottica guilty of concluding agreements that restricted the retail pricing freedom of their distributors and retail outlets and concluding agreements prohibiting online sales of eyewear, as seen on the French Competition Authority Decision dated July 22, 2021, **Exhibit P-48**. Luxottica's appeal of this decision is ongoing, as seen in Essilor-Luxottica's Press Release dated July 22, 2021, **Exhibit P-50**.

52.6. The French Competition Authority found the following conduct to contribute to the overall impropriety of Luxottica's international business in Europe:

- a. Imposing controls, measures, or sanctions on their Retail Outlets to maintain a minimum price floor of eyewear products, restrict or impose conditions for sales on certain products.
- b. The Authority found the end consumers to be captive and vulnerable as the purchases of glasses and in certain cases sunglasses is a necessity. The same can be said about Canadian purchasers.

- c. The Authority noted Luxottica's admission to having communicated specific pricing for Chanel products until 2010 and distributing a similar pricing catalogue for Ray-Ban products until 2006. Both of these brands, Chanel and Ray-Ban are sold in Canada, and they are among Luxottica's Proprietary Brands, as seen on Exhibit P-5.

As seen as on French Competition Authority Press Release on their Decision dated July 23, 2021, Exhibit P-47; the French Competition Authority Decision dated July 22, 2021, Exhibit P-48 and the French Competition Authority's Summary of their Decision dated July 22, 2021, Exhibit P-49.

52.7. The Authority found this wrongful conduct in violation of article 101 of the Treaty on the Functioning of the European Union and noted that this Treaty is applied only when practices are deemed capable of impacting trade beyond a country's national borders and in the European Union, i.e., internationally, see the French Competition Authority Decision dated July 22, 2021, Exhibit P-48. This illustrates the international impact and nature of Luxottica's anti-competitive, unfair, and abusive business practices.

52.8. Considering the international nature of Luxottica's wrongful conduct, whether it was instigated in France, Europe, or elsewhere in the world, and their global dominance of the eyewear market, it has resulted in damages incurred in Canada, including in Quebec, by Canadian purchasers of eyewear connected to Luxottica's business.

C. THE DAMAGES

53. Luxottica's control of pricing on behalf of itself, the Fashion Houses and the Competing Manufacturers throughout the Class Period permitted Luxottica to charge supra-competitive prices for all eyewear it sells directly and indirectly to consumers.

54. In addition, or in the alternative, throughout the Class Period Luxottica maintained global market power and control of the market for eyewear. They obtained and maintained this power as a result of the Unlawful Agreements, using its position through wrongful, abusive and anti-competitive business practices to make preferential arrangements with Third-Party Sellers, thereby increasing its margins and market power.

55. In addition, or in the alternative, the supply of eyewear available to consumers during the Class Period was restricted by Luxottica's adoption and exercise of the Unlawful Agreements.

56. The Petitioner and Class Members have purchased eyewear directly and indirectly from Luxottica. As a result of the Unlawful Agreements, the Petitioner and Class Members have paid supra-competitive prices to Luxottica for that eyewear (“**Overcharge**”). These abusive overcharges constitute amounts that are higher than what they would be but for Luxottica’s faults and constitute wrongful overcharges. Luxottica’s maintenance of abusive, unfair, and bad faith practices to suppress, restrict or control competition allowed them to charge artificially inflated prices that they would not have been able to, but for Luxottica’s wrongful conduct.

56.1. The artificially inflated prices were passed on to and suffered by the end purchasers in Canada, who were forced to bear the overcharge attached to their eyewear purchases.

57. Luxottica has collected the Overcharge from the Petitioner and Class Members.

58. Luxottica is the ultimate recipient or beneficiary of part or all of the Overcharge from the sale of eyewear it sells directly and indirectly.

59. The Petitioner and Class Members have an interest in the funds received from them by Luxottica because of the Overcharge.

60. Luxottica has willfully concealed the existence of the Overcharge from the Petitioner and Class Members.

60.1. As such, all Class Members are entitled damages equivalent to the amount they were overcharged because of Luxottica’s faults, including under the *Competition Act*, s 36.

60.2. In addition, all Class Members are entitled to claim from the Respondents punitive damages in an amount to be determined by the Court for their malicious, intentionally unfair, and anticompetitive conduct which constitutes a sustained abuse and complete disregard of their obligations owed to consumers under the Quebec *Consumer Protection Act*, and other related enactments in other provinces.

60.3. The nature of Luxottica’s misconduct is particularly egregious and grossly careless given the vulnerability of the Class Members – as individuals who rely on eyewear products as a necessity, without which they would be severely handicapped in their day to day lives.

D. THE CASE OF THE PETITIONER

61. The Petitioner purchased a pair of Ray Ban sunglasses in Montreal (Quebec) on or around August 19, 2019, from Sunglass Hut. He also purchased other sunglasses and eyewear on or around February 9, 2017, on or around June 6, 2020, and on or around March 6, 2021, as it appears from the receipts and banking transaction records, Exhibit P-46. All these products are Luxottica connected eyewear products and were either designed, manufactured, sold, or distributed by Luxottica.

62. [...]

63. [...]

64. [...]

65. [...]

66. [...]

THE FACTS THAT GIVE RISE TO AN INDIVIDUAL ACTION BY ALL CLASS MEMBERS, ARE AS FOLLOWS:

67. Every Class Member has purchased eyewear from or connected to Luxottica at least once, but likely on multiple occasions and even in some cases on a regular basis, over the Class Period. This includes products from Luxottica's Proprietary Brands, Licensed Brands, from the Competing Manufacturers and from the Luxottica connected Retail Outlets.

68. Luxottica's Licensing Agreements with Fashion Houses and their Sales Agreements with Competing Manufacturers are unlawful, anti-competitive arrangements that breach the *Competition Act*, the *Civil Code of Québec*, and the *Consumer Protection Act*.

69. Because of Luxottica's anticompetitive conduct, including the Unlawful Agreements, all Class Members will have suffered harm as they were charged supra-competitive prices and thus paid unfair and unlawful amounts for the eyewear products purchased from Luxottica.

69.1. The unfair and unlawful amounts paid by Canadian purchasers are greater than the amounts they would have otherwise paid were it not for Luxottica's conduct.

70. [...]

71. The Respondents willfully concealed the fact of the Overcharge from the Petitioner and Class Members, and the fact that the Overcharge was caused or contributed to by Luxottica's acts or omissions.

72. The Petitioner and Class Members rely on the doctrines of postponement, discoverability and fraudulent per *Pioneer v Godfrey*, 2019 SCC 42 to postpone the running of the limitation period until the filing of this action. The Petitioner and Class Members plead and rely on articles 2880 para. 2 and 2904 of the *Civil Code of Québec*.

72.1. In light of the factual context of this dispute, the Petitioner and the Class Members are not in a position where they have the knowledge available to them to make them aware of the nature or the seriousness and the extent of the Overcharge.

THE COMPOSITION OF THE CLASS MAKES IT DIFFICULT OR IMPRACTICABLE TO APPLY THE RULES FOR MANDATES TO TAKE PART IN JUDICIAL PROCEEDINGS ON BEHALF OF OTHERS OR FOR CONSOLIDATION OF PROCEEDINGS IN THAT:

73. The size of the Class is estimated to be in the tens of thousands of people who purchased Luxottica controlled eyewear in Canada during the Class Period.

73.1. The names and addresses of these purchasers are not known to the Petitioner.

74. As such, it is impossible for the Petitioner to contact and obtain mandates from every Class Member.

THE PETITIONER SEEKS TO HAVE THE FOLLOWING QUESTIONS OF FACT AND LAW, WHICH ARE IDENTICAL, SIMILAR OR RELATED AND UNITE EACH CLASS MEMBER, DECIDED BY A CLASS ACTION:

75. Did the Respondents breach the *Competition Act*?

76. Did the Respondents breach their duty of good faith under the *Civil Code of Quebec* and common law restraint of trade? If so, does the failure to execute this duty constitute a civil wrong?

77. Did the Respondents breach the *Consumer Protection Act* and related enactments in the common law provinces?

78. Did the Respondents abuse their dominant position?

79. Have Class Members suffered prejudice as a result of the Respondent's actions?

79.1. If the Respondents are found to have committed one of more civil wrongs, have this or these wrongs caused a prejudice to the Petitioner and the Class Members? If so, what compensatory or financial damages are they entitled to recover from the Respondents and are the Respondents solidarily liable in that respect?

79.2. Are the Petitioner and the Class Members entitled to claim aggravated, special and/or punitive damages from the Respondents, and if so, what is the amount of such damages?

80. ~~If yes, then to whom, in what amount, and~~ Can the damages be aggregated?

IT IS APPROPRIATE TO AUTHORIZE A CLASS ACTION ON BEHALF OF CLASS MEMBERS FOR THE FOLLOWING REASONS:

81. Only the institution of a class action will provide Class Members with reasonable access to justice.

82. The cost of bringing individual actions would disproportionately exceed the amount sought by individual Class Members.

83. If Class Members exercised their rights through Canada, the sheer number of individual claims would lead to a multitude of individual actions instituted in a multitude of different jurisdictions against a multitude of different respondents, in varying combinations. This could lead to contradictory rulings on questions of fact and law that are for all intents and purposes identical to all Class Members. The judicial remedy herein would eliminate the overloading and unnecessary burden on the entire Canadian judicial system.

NATURE OF THE ACTION AND CONCLUSIONS SOUGHT

84. The Petitioner seeks to institute a class action in damages.

85. The conclusions that the Petitioner wishes to introduce by way of a motion to institute proceedings are:

GRANT the Petitioner's Motion on behalf of all Class Members;

DECLARE that the Respondents have breached the *Competition Act*, the *Civil Code of Québec*, and the *Consumer Protection Act*;

CONDEMN the Respondents solidarily to pay the Petitioner and Class Members the total damages award by the Court to compensate them for the financial losses incurred as the amount they overpaid for their purchase of eyewear from or connected to the Respondents, with interest at the legal rate and additional indemnity pursuant to art. 1619 of the Civil Code of Quebec; as of and from the date of service.

CONDEMN the Respondents to pay to the Petitioner and the Class Members punitive damages in an amount determined by the Court, with interest and additional indemnity pursuant to article 1619 of the Civil Code of Quebec, as of and from the date of service;

ORDER the collective recovery of the damages of the Class Members;

ORDER the Respondents solidarily to pay such other amounts and grant the Class Members such further relief as the Honourable Court may determine as being just or proper;

ORDER the liquidation of the Class Members' individual claims; and

THE WHOLE with costs, including costs of all experts, notices and expenses of the administrator, if any;

The Petitioner is apt to assume an adequate representation of the Class Members that he intends to represent for the following reasons.

86. The Petitioner is a Class Member. He has an honest desire to represent the interests of Class Members.

87. The Petitioner is willing to cooperate fully with his attorneys in order to diligently carry out the action.

88. The Petitioner is represented by attorneys who have experience in class action litigation.

88.1. He is a resident of Quebec who lives in Montréal.

88.2. He is bringing the claim in good faith.

88.3. He does not have a conflict with other Class Members.

88.4. He understands the role of the representative plaintiff in the context of a class action law suit and will dedicate the necessary time to participating within and understanding his duty to other Class Members. He has the time and energy properly required to this endeavor.

88.5. He is in a position to collaborate with his lawyers to accomplish the necessary tasks to ensure that the rights of Class Members are fully considered.

The Petitioner requests and proposes that the class action be brought before the Superior Court, sitting in the district of Montreal, for the following reasons:

89. The Petitioner, as well as a likely large number of the Class Members, reside in or around Montreal.

90. The corporate headquarters of the Respondent Essilor-Luxottica Canada, Inc. is in Montreal.

91. [...].

FOR THESE MOTIVES, MAY IT PLEASE THE COURT:

GRANT the Petitioner's motion;

AUTHORIZE the class action hereinafter described as:

An action in damages.

GRANT The Petitioner's Motion to obtain the Status of Representative of all Class Members forming part of the Class hereinafter defined as:

All persons in Canada, ~~excluding residents of British Columbia,~~ who purchased eyewear manufactured or sold by Luxottica between March 12, 2010, and the date this action is certified as a class proceeding. In particular, the Class Members include purchasers of prescription frames and sunglasses manufactured or sold by Luxottica, ~~and an included subclass of persons who bought them for personal, family or household purposes.~~

and,

All persons in Canada who purchased prescription frames and sunglasses manufactured or sold by Luxottica for personal, family or household purposes between March 12, 2010, and the date this action is certified as a class proceeding.

IDENTIFY as follows the principle questions of fact and law to be determined collectively:

Did the Respondents breach the *Competition Act*?

Did the Respondents breach their duty of good faith under the *Civil Code of Quebec* and common law restraint of trade? If so, does the failure to execute this duty constitute a civil wrong?

Did the Respondents breach the *Consumer Protection Act* and related enactments in the common law provinces?

Did the Respondents abuse their dominant position?

Have Class Members suffered prejudice as a result of the Respondent's actions?

If the Respondents are found to have committed one of more civil wrongs, have this or these wrongs caused a prejudice to the Petitioner and the Class Members? If so, what compensatory or financial damages are they entitled to recover from the Respondents and are the Respondents solidarily liable in that respect?

Are the Petitioner and the Class Members entitled to claim aggravated, special and/or punitive damages from the Respondents, and if so, what is the amount of such damages?

If yes, then to whom, in what amount, and Can the damages be aggregated?

IDENTIFY as follows the conclusions sought in relation thereof:

GRANT the Petitioner's Motion on behalf of all Class Members;

DECLARE that the Respondents have breached the *Competition Act*, the *Civil Code of Québec*, and the *Consumer Protection Act*;

CONDEMN the Respondents solidarily to pay the Petitioner and Class Members the total damages award by the Court to compensate them for the financial losses incurred as the amount they overpaid for their purchase of eyewear from or connected to the Respondents, with interest at the legal rate ad additional indemnity pursuant to art. 1619 of the Civil Code of Quebec; as of and from the date of service.

CONDEMN the Respondents to pay to the Petitioner and the Class Members punitive damages in an amount determined by the Court, with interest and additional indemnity pursuant to article 1619 of the Civil Code of Quebec, as of and from the date of service;

ORDER the collective recovery of the damages of the Class Members;

ORDER the Respondents solidarily to pay such other amounts and grant the Class Members such further relief as the Honourable Court may determine as being just or proper;

ORDER the liquidation of the Class Members' individual claims; and

THE WHOLE with costs, including costs of all experts, notices and expenses of the administrator, if any;

ORDER the publication of a notice to the Class Members according to the terms to be determined by the Court;

REFER the present file to the Chief Justice for determination of the district in which the class action should be brought and to designate the Judge who shall preside over the hearing;

THE WHOLE with costs, including costs and fees of all experts, notices and expenses of the administrator, if any;

Montréal, February 3, 2022



Liebman Légal Inc.
Attorneys for the Petitioner

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SUMMONS

(Articles 145 and following CCP)

Filing of a judicial application

Take notice that the Petitioner has filed this Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff in the office of the Superior Court in the judicial district of Montreal.

Respondents' answer

You must answer the application in writing, personally or through a lawyer, at the courthouse of Montreal situated at 1 Rue Notre-Dame Est, Montreal, Québec, H2Y 1R6, within 15 days of service of the Application or, if you have no domicile, residence or establishment in Québec, within 30 days. The answer must be notified to the Petitioner's lawyer or, if the Petitioner is not represented, to the Petitioner.

Failure to answer

If you fail to answer within the time limit of 15 or 30 days, as applicable, a default judgement may be rendered against you without further notice and you may, according to the circumstances, be required to pay the legal costs.

Content of answer

In your answer, you must state your intention to:

- negotiate a settlement;
- propose mediation to resolve the dispute;
- defend the application and, in the case required by the Code, cooperate with the Petitioner in preparing the case protocol that is to govern the conduct of the proceeding. The protocol must be filed with the court office in the district specified above within 45 days after service of the summons or, in family matters or if you have no domicile, residence or establishment in Québec, within 3 months after service;
- propose a settlement conference.

The answer to the summons must include your contact information and, if you are represented by a lawyer, the lawyer's name and contact information.

Change of judicial district

You may ask the court to refer the originating Application to the district of your domicile or residence, or of your elected domicile or the district designated by an agreement with the plaintiff.

If the application pertains to an employment contract, consumer contract or insurance contract, or to the exercise of a hypothecary right on an immovable serving as your main residence, and if you are the employee, consumer, insured person, beneficiary of the insurance contract or hypothecary debtor, you may ask for a referral to the district of your domicile or residence or the district where the immovable is situated or the loss occurred. The request must be filed with the special clerk of the district of territorial jurisdiction after it has been notified to the other parties and to the office of the court already seized of the originating application.

Transfer of application to Small Claims Division

If you qualify to act as a plaintiff under the rules governing the recovery of small claims, you may also contact the clerk of the court to request that the application be processed according to those rules. If you make this request, the plaintiff's legal costs will not exceed those prescribed for the recovery of small claims.

Calling to a case management conference

Within 20 days after the case protocol mentioned above is filed, the court may call you to a case management conference to ensure the orderly progress of the proceeding. Failing this, the protocol is presumed to be accepted.

Exhibits supporting the application

Exhibit P-1: Copy of EssilorLuxottica, Greffe du Tribunal de Commerce de Créteil, République Française

Exhibit P-2: Copy of Essilor Luxottica Canada Inc. Ontario Business Names Report

Exhibit P-3: Copy of Luxottica Retail North America Inc corporate filing in State of Delaware

Exhibit P-4: Copy of Luxottica's Corporate History – A Fascinating History An Unstoppable Journey

Exhibit P-5: Copy of Luxottica at A Glance

Exhibit P-6: Copy of Luxottica's Annual Report; dated December 31, 2010

Exhibit P-7: Copy of Yahoo Finance, Luxottica Market Cap, retrieved 17 Mar 2021

Exhibit P-8: 2020 Interim Financial Report, EssilorLuxottica

Exhibit P-9: Copy of Luxottica's Annual Report; dated December 31, 2018

Exhibit P-10: Screenshot of Luxottica.com Eyewear & Retail Brands

Exhibit P-11: Copy of *Luxottica 50 Years of Excellence*

Exhibit P-12: Copy of Euromonitor eyewear data in Canada, 2019.

- Exhibit P-13:** Forbes "Luxottica Sees Itself As King, Raising Questions About Brand Authenticity" November 27, 2012; Los Angeles Times "Consumer Confidential: Why Are Glasses So Expensive? The Eyewear Industry Would Prefer Keeping That Blurry" January 22, 2019, and "How badly are we being ripped off on eyewear? Former industry execs tell all" March 5, 2019
- Exhibit P-14:** Copy of screen shot of Statista Luxottica worldwide 2018 sales at <https://www.statista.com/statistics/241590/share-of-retail-net-sales-of-luxottica-by-geographical-area/>
- Exhibit P-15:** Ralph Lauren Corporation, Form 10-k (2017)
- Exhibit P-16:** Copy of the Luxottica & Burberry Press Release; dated October 7th, 2005
- Exhibit P-17:** Copy of the Luxottica & Polo Ralph Lauren Press Release; dated February 27th, 2006
- Exhibit P-18:** Copy of the Luxottica & Tiffany Press Release; dated December 5th, 2006
- Exhibit P-19:** Copy of the Luxottica & Stella McCartney Press Release, dated April 17th. 2008
- Exhibit P-20:** Copy of the Luxottica & Tory Burch Press Release; dated January 28th, 2009
- Exhibit P-21:** Copy of the Luxottica & Ferragamo Press Release; dated January 30th, 2009
- Exhibit P-22:** Copy of the Luxottica & Anne Klein Press Release; dated March 31st, 2010
- Exhibit P-23:** Copy of the Luxottica & Brooks Brothers Press Release; dated March 31st, 2010
- Exhibit P-24:** Copy of the Luxottica & Bulgari Press Release; dated May 27th, 2010
- Exhibit P-25:** Copy of the Luxottica & Coach Press Release; dated October 5th, 2010
- Exhibit P-26:** Copy of the Luxottica & Armani Press Release; dated June 8th 2012
- Exhibit P-27:** Copy of the Luxottica & Prada Press Release; dated December 5th 2012
- Exhibit P-28:** Copy of the Luxottica & Michael Kors Press Release; dated April 15th 2014
- Exhibit P-29:** Copy of the Luxottica & Chanel Press Release; dated July 24th, 2014
- Exhibit P-30:** Copy of the Luxottica & Tory Burch Press Release; dated December 19th, 2014
- Exhibit P-31:** Copy of the Luxottica & Prada Press Release; dated May 15th, 2015
- Exhibit P-32:** Copy of the Luxottica & Burberry Press Release; dated July 29th, 2015
- Exhibit P-33:** Copy of the Luxottica & Dolce & Gabbana Press Release; dated December 16th, 2015
- Exhibit P-34:** Copy of the Luxottica & Valentino Press Release; dated February 23rd, 2016
- Exhibit P-35:** Copy of the Luxottica & Ralph Lauren Press Release; dated December 22nd, 2016
- Exhibit P-36:** Copy of the Luxottica & Tiffany & Co. Press Release; dated December 14th, 2017
- Exhibit P-37:** Copy of Burberry Annual Report 2012
- Exhibit P-38:** Copy of Burberry Annual Report 2006 2007

- Exhibit P-39:** Copy of Salifo Group About Us page, retrieved 17 Mar 2021
- Exhibit P-40:** Copy of Maui Jim About Us page, retrieved 17 Mar 2021
- Exhibit P-41:** Copy of Marcolin Eyewear Company Info page, retrieved 17 Mar 2021
- Exhibit P-42:** Screenshots of Competitors products on SunglassHut.com
- Exhibit P-43:** Copy of Kering Universal Registration Document 2019
- Exhibit P-44:** Copy of Kering Eyewear page, retrieved 17 Mar 2021
- Exhibit P-45:** Copy of EssilorLuxottica Code of Ethics
- Exhibit P-46:** Copy of Receipts of Representative Plaintiff
- Exhibit P-47:** Press Release – Several Eyewear Brands and Manufacturers Fined 23 Jul 2021
- Exhibit P-48:** FR Competition Authority Decision 21-2-20 – 22 Jul 2021
- Exhibit P-49:** FR Competition Authority – Summary of Decision 21-D-20 – 22 Jul 2021
- Exhibit P-50:** Press Release – EssilorLuxottica challenges decision of FCA against Luxottica 22 Jul 2021

The exhibits in support of the application are available upon request.

Notice of presentation of an application

If the application is an application in the course of a proceeding or an application under Book III, V, excepting an application in family matters mentioned in article 409, or VI of the Code, the establishment of a case protocol is not required; however, the application must be accompanied by a notice stating the date and time it is to be presented.

Montréal, February 3, 2022



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Attorneys for the Petitioner

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NOTICE OF PRESENTATION

(Articles 146 and 574 CCP)

TO:

ESSILOR-LUXOTTICA S.A.,
legal person duly constituted,
having its address of service at
147 rue de Paris, 94220
Charenton-Le-Pont, France

and

**ESSILOR-LUXOTTICA
CANADA INC.**, legal person duly
constituted, having its address of
service at 371 Rue Deslauriers,
Montréal, Québec

And

**LUXOTTICA RETAIL NORTH
AMERICA, INC.**, legal person
duly constitute, having its
address of service at 1209
Orange St, Wilmington, New
Castle, Delaware, United States
of America, 19801

TAKE NOTICE that Petitioner's Application for Authorization to Institute a Class Action and to Appoint the Status of Representative Plaintiff will be presented before the Superior Court at **1 Rue Notre-Dame E, Montréal, Quebec, H2Y 1B6**, on the date set by the coordinator of the Class Action chamber.

GOVERN YOURSELF ACCORDINGLY.

Montréal, February 3, 2022



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CANADA

SUPERIOR COURT
(Class Action Chamber)

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No.: 500-06-001139-217

SHAWN FARIA

Petitioner

-vs-

ESSILOR-LUXOTTICA S.A.

and

ESSILOR-LUXOTTICA CANADA INC.

and

LUXOTTICA RETAIL NORTH AMERICA, INC.

Respondents

**AMENDED APPLICATION FOR AUTHORIZATION TO INSTITUTE A CLASS ACTION
& TO OBTAIN THE STATUTS OF REPRESENTATIVE PLAINTIFF**

(Art. 571 C.C.P. and following)

ORIGINAL

BL 2520

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