

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

“K.V.” v. Ackercamps.com LLC; 2023LA68
County of Williamson, State of Illinois

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOUR PHOTO WAS UPLOADED TO BUNK1 AT ANY TIME BETWEEN AUGUST 29, 2017 TO OCTOBER 13, 2023 UNLESS YOU HAVE PREVIOUSLY SIGNED A WAIVER OR RELEASE RELATING TO THESE CLAIMS.

This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not notice of a lawsuit against you.

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit, “K.V.” v. Ackercamps.com LLC; 2023LA68, County of Williamson, State of Illinois, pending in the Circuit Court. The Settlement would resolve a lawsuit brought on behalf of persons who allege that Ackercamps.com LLC, doing business as “Bunk1” (“Defendant” or “Bunk1”), collected, captured, possessed, used, or otherwise obtained their facial geometry and/or biometric information through online photo galleries with facial recognition without first providing them with written disclosures and obtaining written consent as required by the Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/15. Defendant denies these allegations and denies that it violated the Illinois Biometric Information Privacy Act. If you received this notice, you have been identified as someone who may have been included in a photograph submitted to Bunk1’s photo gallery and subsequently may have had your facial biometric data collected by Defendant or its vendor between August 29, 2017 and October 13, 2023 (the “Class Period”). The Court has granted preliminary approval of the Settlement and has conditionally certified the Settlement Class for purposes of settlement only. This notice explains the nature of the class action lawsuit, the terms of the Settlement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so that you can better understand your legal rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transferring, and/or using biometric identifiers, such as scans of face geometry, and biometric information, such as information derived from biometric identifiers, of another individual for any purpose without first providing such individual with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated the BIPA by collecting, capturing, possessing, using, or otherwise obtaining their facial geometry and/or biometric information from online photo galleries by using facial recognition technology during the Class Period without first providing the requisite disclosures or obtaining the requisite consent. Defendant denies these allegations and claims and denies that it violated BIPA in any manner.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual(s) called a “Class Representative(s)” brings a single lawsuit on behalf of other people who have similar claims. All of these people together are a “Class” or “Class Members.” Once a Class is certified, a class action Settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a Settlement, which resolves, settles, and releases all of the Settlement Class Members’ known and unknown claims against Defendant relating to the collection or possession of biometric identifiers or biometric information as alleged in the Complaint in 2023LA68. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys’ fees and costs to Class Counsel, and an incentive award to the Class Representative(s), if approved by the Court. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law, which Defendant denies.

Questions?

Contact the Settlement Administrator at (833) 383-6862 or visit www.ackercampsBIPAlawsuit.com

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all Settlement Class Members, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity to exclude themselves from the Settlement Class, to voice their support or opposition to final approval of the Settlement, and to receive the relief offered by the Settlement. If the Court does not give final approval to the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO IS IN THE SETTLEMENT CLASS?

You are a member of the Settlement Class if, while within the State of Illinois at any time from August 29, 2017 through October 13, 2023, you appeared in a photograph that was uploaded to Bunk1's photo gallery website and had your facial geometry and/or biometric information scanned, collected, captured, or otherwise used by Defendant. If you are a member of the Settlement Class, then you may visit the settlement website www.AckercampsBIPAlawsuit.com to submit a claim for cash benefits.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create a \$2,900,000.00 Settlement Fund for the Class Members. All Settlement Class Members are entitled to submit a Claim Form to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member will be entitled to an equal payment out of the Settlement Fund, less deductions for settlement administration costs, attorneys' fees, and a service award to the Named Plaintiff. The Settlement Administrator will issue a check or e-payment to each Class Member following the final approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 90 days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to 40% of the Settlement Fund, plus reasonable costs, for the substantial time, expense and effort expended in investigating the facts, litigating the case and negotiating the Settlement. The Class Representative(s) also will apply to the Court for a payment of up to \$20,000.00 (in total) for time, effort, and service to the Class in this matter.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself from this Settlement, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and their related entities and relating to the use of the online photo galleries with facial recognition during the Class Period. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available upon request. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

WHAT ARE MY OPTIONS?

(1) Make a Claim.

If you wish to participate in the monetary benefits provided by the settlement, you must complete a Claim Form (attached with this Notice) and submit it to the Settlement Administrator by **December 22, 2023**.

(2) Do Nothing.

If you do nothing, you will still be considered part of the settlement, you will release your claims against Defendant for BIPA violations, however, you will not receive any payment from the settlement.

(3) Exclude yourself.

You may exclude yourself from the Settlement. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendant and the Releasees (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have by pursuing your own lawsuit against the Releasees at your own risk and expense. To exclude yourself from the Settlement, you must mail, by first class mail, postage prepaid, and postmarked, a signed Exclusion request to the Settlement Administrator which must be postmarked no later than **December 22, 2023**.

Questions?

Contact the Settlement Administrator at (833) 383-6862 or visit www.ackercampsBIPAlawsuit.com

(4) Object to the Settlement.

If you wish to object to the Settlement, you must submit your written objection by filing it, together with the documentation listed below, with Williamson County Circuit Clerk, 407 N Monroe, Marion, Illinois 62959 no later than **December 22, 2023**. You must also serve a copy of your objection to the Settlement Administrator, attorneys for all Parties to the lawsuit, including Class Counsel (addresses below), as well as the attorneys representing Defendant (Mary A. Smigielski & Michael J. Roman, Lewis Brisbois Bisgaard & Smith LLP, 550 W. Adams, Suite 300, Chicago, Illinois 60661), postmarked no later than **December 22, 2023**. Any objection to the proposed Settlement must include your (i) full name, address, and telephone number; (ii) the case name and number of this Litigation; (iii) the date range during which you were employed by Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections you have filed, or have had filed on your behalf, in any other class action cases in the last four years; and (vi) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of **December 22, 2023**. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which to be held on **January 19, 2024 at 10:00 a.m. in Suite 100 of the Williamson County Courthouse via Zoom (Meeting ID: 841 1681 1373; Password: 733810)**, in person or through counsel to show cause of why the proposed Settlement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for an incentive award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, you will be paid as soon as possible after the court order becomes final, which should occur within approximately 60 days after the Settlement has been finally approved. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the information provided below.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held to determine the fairness of the Settlement. At the Final Approval Hearing, the Court will also consider whether to make final the certification of the Class for settlement purposes, hear any proper objections and arguments to the Settlement, as well as any requests for an award of attorneys' fees, costs, and expenses and Class Representative Incentive Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **January 19, 2024 at 10:00 a.m. in Suite 100 of the Williamson County Courthouse via Zoom (Meeting ID: 841 1681 1373; Password: 733810)**.

If the Settlement is given final approval, the Court will not make any determination as to the merits of the claims against Defendant or its defenses to those claims. Instead, the Settlement's terms will take effect and the lawsuit will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Class Members will receive no benefits from the Settlement. Plaintiffs, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiffs and Defendant will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

Questions?

Contact the Settlement Administrator at (833) 383-6862 or visit www.ackercampsBIPAlawsuit.com

WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are called “Class Counsel.” You will not be charged for these lawyers. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

Diana E. Wise
Wise Law LLC
637 W Highway 50 #601
O’Fallon, IL 62269
217-556-8036
dwise@wiseconsumerlaw.com

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained by visiting www.ackercampsBIPAlawsuit.com or contacting the Settlement Administrator - Kroll Settlement Administration - at the address below. If you have any questions, you can also call at the numbers or email addresses set forth above. In addition, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk. Please do not call the Judge or the Clerk of the Court about this case. They will not be able to give you advice on your options.

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Kroll Settlement Administration
PO Box 5324
New York, NY 10150-5324
www.ackercampsBIPAlawsuit.com

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