

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Vo v. Luxottica of America Inc., Case No. 2019-CH-10946 (Cir. Ct. Cook Cnty., Illinois)

For more information, visit www.RayBanBIPASettlement.com.

Para una notificación en Español, visitar www.RayBanBIPASettlement.com.

PLEASE READ THIS NOTICE CAREFULLY. YOU MAY BE ENTITLED TO A CASH PAYMENT FROM A CLASS ACTION SETTLEMENT IF YOU USED THE TRY-ON APPLICATION TOOL ON RAYBAN.COM WHILE IN ILLINOIS BETWEEN SEPTEMBER 20, 2014 AND MAY 27, 2021.

*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 A NOTICE?

This is a court-authorized Notice of a proposed Settlement in a class action lawsuit, *Vo v. Luxottica of America Inc.*, Case No. 2019-CH-10946 (Cir. Ct. Cook Cnty., Illinois), currently pending in the Circuit Court of Cook County, Illinois, Chancery Division before the Honorable Michael T. Mullen. The Settlement would resolve a lawsuit brought on behalf of persons who allege that Luxottica of America Inc. (“Defendant”) collected, stored, and used individuals’ biometric facial geometry without first providing them with legally-required written disclosures and obtaining written consent. 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 the biometric identifiers and/or information, such as facial geometry, of another individual for any purpose without first providing such individual with certain written disclosures and obtaining written consent. The Illinois Right of Publicity Act (“IRPA”), 765 ILCS § 1075/1, *et seq.* prohibits private companies from using an individual’s identity for a commercial purpose without first obtaining written consent. This lawsuit alleges that Defendant violated BIPA and IRPA by collecting, storing, and using the biometric facial geometry of individuals who used the Try-On Application Tool on RayBan.com without first providing the requisite disclosures or obtaining the requisite consent. Defendant contests these claims and denies that it violated BIPA or IRPA.

WHY IS THIS A CLASS ACTION?

A class action is a lawsuit in which an individual called a “Class Representative” 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 all claims against Defendant and its affiliated entities. The Settlement requires Defendant to pay money to the Settlement Class, as well as pay settlement Administration Expenses, attorneys’ fees and expenses to Class Counsel, and an Incentive Award to the Class Representative, 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.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the Class, 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 submit a Claim Form to receive the relief offered by the Settlement. If the Court does not give Final Approval of 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 you used the Try-On Application Tool on RayBan.com while in Illinois at any time between September 20, 2014 and May 27, 2021. If you were in the state of Illinois when you used the Try-On Application Tool on RayBan.com, then you may visit the Settlement Website, www.RayBanBIPASettlement.com, to submit a claim for a cash payment.

WHAT ARE MY OPTIONS?

(1) Submit a Claim for a Cash Payment

To obtain cash benefits from the Settlement, you must submit a Claim Form by **May 31, 2022**. You may submit a Claim Form at www.RayBanBIPASettlement.com, or you may obtain a copy of the Claim Form at www.RayBanBIPASettlement.com and submit it by U.S. Mail to the Settlement Administrator at Luxottica of America Inc. BIPA Settlement, P.O. Box 43502, Providence, RI 02940-3502. If the Settlement is approved and your claim is deemed valid, a check will be mailed to you. ***Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement and is the only thing you need to do to receive a payment.***

(2) 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 Released Parties (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 Released Parties at your own risk and expense. To exclude yourself from the Settlement, you must mail a signed letter to the Settlement Administrator at Luxottica of America Inc. BIPA Settlement, P.O. Box 43502, Providence, RI 02940-3502, postmarked by **May 2, 2022**. You may also exclude yourself online at www.RayBanBIPASettlement.com by **May 2, 2022**. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this Litigation, as well as your full name, address, telephone number, and email address, and a statement that you wish to be excluded from the Settlement Agreement.

(3) Object to the Settlement

If you wish to object to the Settlement, you must submit your objection in writing to Clerk of the Court of the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 West Washington Street, Room 802, Chicago, IL 60602. The objection must be received by the Court no later than **May 2, 2022**. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (Myles McGuire, Evan M. Meyers, and David L. Gerbie of MCGUIRE LAW, P.C., 55 West Wacker Drive, 9th Floor, Chicago, IL 60601), as well as the attorneys representing the Defendant (David L. Weinstein, Daniel R. Saeedi, and Andrew S. Murphy of TAFT STETTINIUS & HOLLISTER LLP, 111 East Wacker Drive, Suite 2800, Chicago, IL 60601), postmarked no later than **May 2, 2022**. Any objection to the proposed Settlement must include: (i) your full name, address, telephone number, and email address; (ii) the case name and number of this action; (iii) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) 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 five years; and (v) 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 **May 2, 2022**. 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 cannot both object to and exclude yourself from the Settlement Agreement. Any Settlement Class Member who attempts to both object to and exclude themselves from the settlement will be deemed to have excluded themselves and will forfeit the right to object to the Settlement Agreement or any of its terms. If you return both a Claim Form and a written request for exclusion, the request for exclusion shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of the Settlement.

You may appear at the Final Approval Hearing, which will be held on **June 7, 2022 at 1:00 p.m.**, in Courtroom 2510 of the Circuit Court of Cook County, IL, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, in person or through counsel to show cause 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 Final 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. The hearing date and time, and whether the hearing will be conducted remotely, is subject to change by the Court, so please check the Settlement Website, www.RayBanBIPASettlement.com, for updates.

(4) Do Nothing

If you do nothing, you will receive no money from the Settlement Fund, but you will still be bound by all orders and judgments of the Court. Unless you exclude yourself from the Settlement, you will not be able to file or continue a lawsuit against the Defendant or other Released Parties regarding any of the Released Claims, as those terms are defined in the Settlement Agreement (which can be viewed at www.RayBanBIPASettlement.com). *Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.*

To submit a Claim Form, or for information on how to request exclusion from the Class or file an objection, please visit the Settlement Website, www.RayBanBIPASettlement.com, or call 1-855-934-5781.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create an \$8,000,000.00 Settlement Fund for the Class Members, which will be used to pay valid claims, settlement administration expenses, attorneys' fees and expenses, and a Class Representative Incentive Award. All Settlement Class Members are entitled to submit a Claim Form in order to receive a payment out of the Settlement Fund. If the Settlement is approved, each Settlement Class Member who submits a timely Claim Form that is deemed valid will be entitled to an equal *pro rata* payment paid out of the Settlement Fund. The exact amount of each Class Member's payment is unknown at this time and depends on unknown factors to be determined, including the total number of valid Claim Forms submitted. The Settlement Administrator will issue a check to each Class Member who submits a valid Claim Form following the Final Approval of the Settlement. All checks issued to Settlement Class Members will expire and become void 120 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 38% of the Settlement Fund plus expenses, for the substantial time, expense and effort spent investigating the facts, litigating the case and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up to \$10,000.00 for her time, effort, and service in this matter.

Prospective Relief. As a result of the Litigation, and without admitting any liability, Defendant has agreed to comply, or remain compliant, with BIPA.

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 the Released Parties (as defined in the Settlement Agreement), relating to the collection of individuals' facial geometry while using the Try-On Application Tool on RayBan.com within the state of Illinois. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims whether or not you submit a Claim Form and receive payment. 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.

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, checks will be mailed as soon as possible after the court order becomes final, which should occur within approximately 60-90 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 is available at www.RayBanBIPASettlement.com, or you can call the Settlement Administrator at 1-855-934-5781, or contact Class Counsel at the address 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 a Class Representative Incentive Award that may be sought by Class Counsel. The Court will hold the Final Approval Hearing on **June 7, 2022 at 1:00 p.m.** in Courtroom 2510 of the Circuit Court of Cook County, Illinois, Richard J. Daley Center, 50 West Washington Street, Chicago, IL 60602. The hearing date and time, and whether the hearing will be conducted remotely, is subject to change by the Court, so please check the Settlement Website, www.RayBanBIPASettlement.com, for updates.

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 Fund. Plaintiff, 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 Plaintiff 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.

WHO REPRESENTS THE CLASS?

The Court has approved the following attorneys to represent the Settlement Class. They are available to answer any questions that you have about the Settlement and are referred to as "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.

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WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed Settlement of this lawsuit. More details are available in the Settlement Agreement which, along with other documents, can be obtained at www.RayBanBIPASettlement.com. If you have any questions, you can also contact the Settlement Administrator at 1-855-934-5781 or Class Counsel at the number or email addresses set forth above. In addition to the documents available on the Settlement Website, 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.