

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
WINNEBAGO COUNTY, ILLINOIS**

DARIO DZANANOVIC and KEMELLE)
HOWELL, individually and on behalf of all)
others similarly situated,)

Plaintiffs,)

v.)

BADOO TRADING LIMITED, a United)
Kingdom company; and BUMBLE)
TRADING L.L.C., a Delaware limited)
liability corporation,)

Defendants.)

No. 2021-L-307

Hon. Ronald A. Barch

**PLAINTIFFS' UNOPPOSED MOTION AND MEMORANDUM
IN SUPPORT OF FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Dated: October 9, 2024

Respectfully submitted,

DARIO DZANANOVIC AND KEMELLE
HOWELL, individually and on behalf of all
others similarly situated

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I. INTRODUCTION

Class Representatives Dario Dzananovic and Kemelle Howell¹ (“Plaintiffs” or “Class Representatives”) respectfully request that the Court grant final approval of the Parties’ Class Action Settlement Agreement.² The Settlement achieved by the Class Representatives and Class Counsel in this matter has been met with overwhelming approval by the Settlement Class Members. To date, after this Court preliminarily approved the Settlement on June 6, 2024, and following a notice campaign consisting of direct U.S. Mail, email, an online media campaign, and the establishment of a settlement website, *there have been no objections and minimal opt-out requests*. Given the large number of “professional objectors” who seek out class settlements and the regularity with which class settlements are met with objection, the absence of any objections here is a testament to the fairness and adequacy of this Settlement.

The overwhelmingly positive reaction from the Settlement Class Members is unsurprising given that the Settlement is an outstanding result. The Settlement makes available a \$40,000,000.00 Settlement Fund to compensate Settlement Class Members. Settlement Class Members who submitted timely and valid Claim Forms will receive a check for a *pro rata* portion of the Settlement Fund after payment of settlement administration expenses, attorneys’ fees and costs, and Service Awards approved by the Court.

Pursuant to the Court’s Preliminary Approval Order, the notice plan was effectuated on July 19, 2024, directing email notices to those Settlement Class members for whom a valid email address was available and postcard notices by U.S. Mail to those Settlement Class members for whom a physical address was available. (Declaration of Cameron Azari, Senior Vice President of

¹ Plaintiff Garner passed away on May 9, 2024, shortly before the Settlement was finalized.

² Unless otherwise defined herein, capitalized terms used herein have the same meaning given to them as in the Parties’ Class Action Settlement Agreement, attached hereto as Exhibit A.

Settlement Administrator, Epiq Class Action and Claims Solutions, Inc., attached hereto as Exhibit B, ¶¶ 11-16.) The publication notice, consisting of targeted digital advertising, also commenced at that time. (*Id.* ¶¶ 17-25.) Hundreds of thousands of claims were submitted, and no objections were made. (*Id.*, ¶ 32.) The positive response from the Settlement Class Members is not surprising, considering the strength of this Settlement. Accordingly, this Court should grant final approval of the Settlement so that Settlement Class Members can receive their benefits, and approve Plaintiffs’ request for attorneys’ fees, expenses, and Service Awards sought in the August 30, 2024 motion previously filed by Plaintiffs and Class Counsel.

II. BACKGROUND

A. The Illinois Biometric Information Privacy Act (“BIPA”)

BIPA is an Illinois statute that provides individuals with certain protections for their biometric information. To effectuate its purpose, BIPA requires private entities that seek to use biometric identifiers (e.g., fingerprints and handprints) and biometric information (any information gathered from a biometric identifier which is used to identify an individual) to:

- (1) Inform the person whose biometrics are to be collected in writing that their biometrics will be collected or stored;
- (2) Inform the person whose biometrics are to be collected in writing of the specific purpose and the length of term for which such biometrics are being collected, stored and used;
- (3) Receive a written release from the person whose biometrics are to be collected allowing the capture and collection of their biometrics; and
- (4) Make publicly available a retention schedule and guidelines for permanently destroying the collected biometrics. 740 ILCS § 14/15.

BIPA was enacted in large part to protect individuals' biometrics, provide them with a means of enforcing the statutory rights, and regulate the practice of collecting, using and disseminating such sensitive biometric information.

B. The Case and Procedural History

1. *Plaintiffs' Allegations*

Defendants own and operate two of the world's most popular internet dating applications, Badoo and Bumble, with millions of users worldwide, including millions of users in the United States. Plaintiffs allege that, to enable several features of their online dating applications, Defendants rely upon the use of facial recognition technology. For example, Plaintiffs allege that Defendants' "Lookalikes" feature in their Badoo app allowed users to upload pictures of celebrities or others and then find other users in their area who look like those people. Specifically, Plaintiffs allege that to enable facial recognition for their "Lookalikes" feature, Defendants captured, collected, or otherwise came into possession of their users' facial geometry and then analyzed and compared such data points with others stored in a database. Similarly, as alleged, Defendants' apps implement photo verification features that compare face geometry scans collected from users' smartphones and other handheld devices with face geometry data points from profile photos and other images uploaded by the users to their profiles.

In 2021, Plaintiffs filed three related class action complaints against Defendants. Defendants removed all three cases, after which a portion of one case was remanded to this Court. The related actions are captioned as follows: *Dzananovic v. Bumble, Inc., et al.*, No. 1:21-cv-06925 (N.D. Ill.) ("*Dzananovic*"); *Howell v. Bumble, Inc., et al.*, No. 1:21-cv-06898 (N.D. Ill.) ("*Howell*"); *Garner v. Bumble Inc., et al.*, No. 3:21-cv-50457 (N.D. Ill.); and *Garner v. Bumble Inc., et al.*, No. 2021-L-307 (17th Judicial Cir., Winnebago County, Ill.) (the "Related Actions").

The Related Actions all alleged that Defendants collected, captured, received, disclosed, stored and/or profited from the biometric information of Plaintiffs and all other Settlement Class members in violation of BIPA. Defendants deny any and all violations of BIPA.

2. *Procedural History and the Parties' Settlement Negotiations*

The procedural history of this case is set forth in more detail in Plaintiff's May 30, 2024 Unopposed Motion for Preliminary Approval, and for the sake of brevity, will not be repeated in detail again here. On December 15, 2023, the Parties participated in a full-day mediation before Hon. Layn R. Phillips (Ret.). The Parties were unable to resolve the matter at this mediation but continued discussions regarding a potential resolution of the Related Actions.

On January 23, 2024, the Parties participated in a full-day mediation before Hon. Diane M. Welsh (Ret.) of JAMS Philadelphia. The Parties reached an agreement in principle to resolve the matter at this mediation, and, on February 26, 2024, the Parties executed a term sheet confirming the material terms of a settlement. The Parties continued negotiating certain terms over the following months and were ultimately able to agree upon the terms of a settlement that the Court preliminarily approved on June 6, 2024.

III. THE PROPOSED SETTLEMENT

The terms of the Settlement already preliminarily approved by the Court are contained in the Settlement Agreement and are briefly summarized below:

A. The Settlement Class

The proposed Settlement Class is defined as: "All individuals who used the Bumble or Badoo app while a resident of, or located in, the state of Illinois, between November 1, 2016 through December 31, 2021."

B. The Settlement Fund and Settlement Payments

The Settlement is comprised of a monetary component and a non-monetary component. The monetary component of the Settlement is a \$40,000,000 non-reversionary Settlement Fund established by Defendants. (Agreement, ¶ 4.2.) The Settlement Fund will be fully paid out and no part of the fund will revert to Defendants. (*Id.*) After payment of settlement administration expenses, any class representative service awards, and attorneys' fees and expenses awarded to Class Counsel, each valid claimant will be entitled to an equal share of the Settlement Fund—an amount currently unknown until the Settlement Administrator is able to analyze and validate the hundreds of thousands of claims that were submitted. (*Id.*, ¶ 4.5.)

The non-monetary component of the Settlement is multi-pronged. First, although not part of the Settlement Agreement, after Plaintiffs' lawsuits were filed, a pop-up notification was included in the Badoo and Bumble apps that notified Bumble and Badoo app users verifying their photos that facial recognition technology is being used, and that to proceed with photo verification, all users must consent by affirmatively clicking "Take my photo." In addition, the privacy policy implemented around the same time expressly disclosed that the photo verification process "may include the use of facial recognition technology." This disclosure appeared under a bolded section heading stating that photo verification information "**Include[es] Biometric Information.**" Plaintiffs believe that their lawsuits undoubtedly led to these changes. Additionally, the non-monetary component of the Settlement consists of Defendants' commitment that within fourteen (14) days of the Effective Date of the Settlement, Defendants will confirm that they have deleted any previously-collected biometric information and/or biometric identifiers of the Settlement Class members that were obtained during the photo verification or content moderation process (if any) and that, subject to

any changes in relevant authority, Defendants will continue to comply with BIPA to the extent that they collect data that falls within the scope of the statute. (Agreement, ¶ 4.3.)

C. Notice and Settlement Administration

Pursuant to the Settlement Agreement, Defendants produced to the Settlement Administrator, Epiq, a data file containing records of Settlement Class members, including, where available, email addresses and telephone numbers. (Azari Decl., ¶ 10). To reach as many potential Class members as possible, notice was completed via a multi-step process involving: (i) direct notice by email to all Settlement Class members for whom a valid email address was available; (ii) direct notice by U.S. Mail to all Settlement Class members for whom an address could be obtained using a reverse look-up process; (iii) a targeted digital advertising campaign through the Google Display Network, which represents thousands of digital properties, as well as ads on Facebook, Instagram, and X (formerly Twitter), which generated a combined 17.8 million online impressions; and (iv) the establishment of a Settlement Website, where Settlement Class members have been able to visit the website and view relevant case documents, including the Settlement Agreement, the Motion for Attorneys' Fees, and a detailed Long Form Notice (including a Spanish translation). (Azari Decl. ¶¶ 10–31.)

D. Exclusion and Objection Procedure

Settlement Class members had an opportunity to exclude themselves from the Settlement or object to its approval. The procedures and deadlines for filing exclusion requests and objections were identified in the notices directly sent to Settlement Class members, as well as in the Long Form Notice available on the Settlement Website. The notices informed Settlement Class members that the Final Approval Hearing would be their opportunity to appear and have their objections heard. The notices also informed Settlement Class members that they would be bound by the

Release contained in the Settlement Agreement unless they exercise their right to exclusion in a timely manner. The deadline for Settlement Class members to file objections or to exclude themselves was September 20, 2024. No objections were filed or otherwise made known to the Settlement Administrator or Class Counsel, and only five individuals validly elected exclusion from the Settlement. (Azari Decl., ¶¶ 32-35; Declaration of Evan M. Meyers, attached hereto as Exhibit C, ¶¶ 13, 15.)

E. Release

In exchange for the relief described above, the Settlement Class Members who did not exclude themselves will provide Defendants and the Released Parties a full release of all claims (as more fully described in the Agreement), including BIPA claims, arising out of, related to, or connected with the alleged capture, collection, storage, possession, transmission, and/or other use of biometric identifiers and/or biometric information. (Agreement, ¶¶ 11.2.)

IV. THE SETTLEMENT WARRANTS FINAL APPROVAL

Upon final approval, the Settlement reached in this matter will provide Settlement Class Members who submitted valid claims with a meaningful cash payment from the \$40 million Settlement Fund, a benefit that they otherwise likely would not, or could not, have pursued. In addition, thanks to the robust Notice Plan implemented by the Parties, the Class members were sufficiently informed of their rights under the Settlement. Because the Settlement reached by the Parties is fair, reasonable, and provides adequate compensation to the Settlement Class Members, and because the Notice Plan effectively and sufficiently notified Class members of their rights under the Settlement Agreement, this Settlement warrants final approval by the Court.

A. The Notice Plan Successfully Informed Settlement Class Members About Their Rights Under the Settlement Agreement.

Because class actions by their nature involve a class representative acting on behalf of a

larger class of consumers, critical to any class action settlement is that class members are effectively informed of the settlement and their rights and options thereunder. Accordingly, “[a]fter determining that a lawsuit may proceed on a class-wide basis, through settlement or otherwise, a court may order such notice as it deems necessary to protect the interests of the class.” 735 ILCS 5/2-803.

Here, in preliminarily approving the Settlement, the Court approved the Notice Plan outlined in the Settlement Agreement, which provided for direct notice via U.S. Mail or email to potential Settlement Class members, that included an explanation of the Settlement Class members’ rights under the Settlement Agreement and identified the Settlement Website. (Agreement, ¶ 8.3; Azari Decl. ¶¶ 9-16, Exs. 1-5.) The Notice Plan also included targeted online advertisements on multiple platforms, resulting in 17.8 million online impressions. (Agreement, ¶ 8.3; Azari Decl. ¶¶ 17-27.)

Additionally, the Settlement Website contains all the information related to the Settlement, including key dates and deadlines (*e.g.*, objection deadline and final approval hearing date and time, etc.), all relevant court documents including the Settlement Agreement, and contact information for Class Counsel. In addition, the Settlement Website includes the Motion for Attorneys’ Fees, the detailed Long Form Notice in English and Spanish, and specific instructions for opting out or filing objections. (Azari. ¶ 28.)

As directed by the Court in its Preliminary Approval Order, the Notice Plan was implemented on July 19, 2024. (Azari Decl. ¶ 11.) Given the significant number of individuals who received direct and publication notice, the establishment of the Settlement Website, and the lack of objections, there is little doubt that the notice implemented by the Parties was more than sufficient to notify the Settlement Class members of the Settlement and their rights and options

thereunder, and satisfied Due Process considerations.

B. All Factors Favor Final Approval.

Final approval of the Settlement is warranted here, not only because the Settlement Class members were sufficiently notified of their rights and options under the Settlement, but also because the Settlement itself meets all of the applicable criteria for final approval. There is a strong judicial and public policy favoring the settlement of class action litigation, and a settlement should be approved by the Court after determining that the settlement is “fair, reasonable, and adequate.” *Quick v. Shell Oil Co.*, 404 Ill. App. 3d 277, 282 (3d Dist. 2010); *Isby v. Bayh*, 75 F.3d 1191, 1198 (7th Cir. 1996).

In determining whether a settlement is fair, reasonable, and adequate, Illinois courts consistently apply an eight-factor evaluation, also known as the “*Korshak* factors.” *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 972 (1st Dist. 1990). The factors ultimately to be considered by a court are: “(1) the strength of the case for the plaintiffs on the merits, balanced against the money or other relief offered in settlement; (2) the defendant’s ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.” *Korshak*, 206 Ill. App. 3d at 972; *See also Armstrong v. Board of Sch. Dirs. of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980). Of these considerations, the first is most important. *Steinberg v. Sys. Software Assocs., Inc.*, 306 Ill. App. 3d 157, 170 (1st Dist. 1999); *Synfuel Techs., Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006). Because each of these factors supports a finding that the Settlement here is “fair, reasonable, and adequate,” the Court should grant final approval of the Settlement.

1. *The Settlement provides significant benefits to the Settlement Class, particularly given the uncertain outcome of litigation.*

The first factor, the strength of the Class Representatives' case on the merits, balanced against the relief obtained under the Settlement, "is the most important factor in determining whether a settlement should be approved." *Steinberg*, 306 Ill. App. 3d at 170. The Settlement in this case provides outstanding benefits to the Settlement Class. The proposed Settlement creates a \$40,000,000.00 non-reversionary Settlement Fund, and valid claimants will receive a substantial monetary payment if this Settlement is approved. Indeed, the relief provided to Settlement Class Members under the Settlement is well in line with other finally-approved, non-employment BIPA settlements. *See, e.g., Boone et al. v. Snap, Inc.*, No. 2022LA000708 (Cir. Ct. DuPage Cnty., Ill. 2022) (granting final approval to BIPA class settlement establishing a \$35 million settlement fund); *Miracle-Pond v. Shutterfly, Inc.*, No. 19-CH-07050 (Cir. Ct. Cook Cnty., Ill. 2021) (creating \$6,750,000 settlement fund).

This is especially true given the significant legal obstacles that Plaintiffs and the Class would undoubtedly have encountered in attempting to achieve a similar result through litigation, and the likelihood of no recovery whatsoever. The amount of the Settlement Fund and the payments to Settlement Class Members are particularly outstanding in light of the risks of ongoing litigation and remaining uncertainty in the BIPA landscape with respect to biometric timekeeping technology. For example, while Plaintiffs believe that they have a likelihood of prevailing on their claims against Defendants, they are also aware that Defendants have expressed a firm denial of the material allegations and have raised, and would raise, several defenses, including that: (1) their conduct did not violate BIPA; (2) Plaintiffs consented to Defendants' use of their biometric information and identifiers; (3) Plaintiffs' claims are subject to arbitration; (4) the Court lacks personal jurisdiction over Defendants; and (5) even if Plaintiffs can overcome the foregoing

objections, damages are far less than Plaintiffs allege. If successful, Defendants' defenses could result in Plaintiffs and the proposed Settlement Class Members receiving no payment whatsoever. Thus, the unsettled nature of several potentially dispositive threshold issues in this case poses a significant risk to Plaintiffs' claims and, at minimum, would add to the length and costs of continued litigation. Taking these realities into account and recognizing the risks involved in any litigation, the relief being made available to the Class in this Settlement represents a truly excellent result for the Settlement Class.

Further still, in addition to any defenses on the merits Defendants would raise, Plaintiffs would also otherwise be required to prevail on a class certification motion, which would be contested and for which success would certainly not be guaranteed. *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 582 (N.D. Ill. 2011). "Settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation." *Id.* at 586 (internal citations omitted). "If the Court approves the [Settlement], the present lawsuit will come to an end and [Settlement Class Members] will realize both immediate and future benefits as a result." *Id.* And given the complexity of the issues and the amount in controversy, the defeated party would likely appeal both any decision on the merits (at summary judgment and/or trial), as well as any decision on class certification. As such, the immediate and considerable relief provided to the Class under the Settlement Agreement weighs heavily in favor of its approval compared to the inherent risk and delay of a long and drawn-out litigation, trial, and appellate process. This entire process, with uncertain results and high risk to all involved, would likely take years more to complete.

Additionally, the non-monetary relief found in the Settlement is robust and valuable. The Settlement affords a framework of compliance and future protection of the privacy rights of Plaintiffs and all other Settlement Class members—a valuable benefit. *See, e.g., In re Target Corp.*

Customer Data Sec. Breach Litig., 892 F.3d 968, 974 n.6 (8th Cir. 2018) (security measures implemented after a data breach have “value to all class members.”)

Weighing the strength of Plaintiffs’ claims and the potential risks inherent in continued litigation against the significant, immediate benefit provided to the Settlement Class members if this Settlement is finally approved – as well as the valuable non-monetary relief – the first *Korshak* factor strongly supports granting final approval and the settlement being found fair, reasonable, and adequate.

2. *Defendants are able to satisfy their obligations under the Settlement Agreement.*

The second factor, Defendants’ ability to pay, is neutral here. “[F]inancial ability to withstand a larger judgment is offset by the relative strengths and weaknesses of the parties’ litigation positions and the uncertainty of a more positive result for the Class had the litigation continued to conclusion.” *Glaberson v. Comcast Corp.*, 2015 WL 5582251, at *8 (E.D. Pa. Sept. 22, 2015) (citing numerous cases for similar proposition). As Defendants have demonstrated throughout their vigorous defense of the litigation, Defendants are in a financial position to continue to defend themselves against Plaintiffs’ claims for years should they choose to do so. This weighs in favor of approving the Settlement.

3. *Continued litigation would necessitate the resolution of complex and novel legal issues, as well as extensive and lengthy discovery.*

The third factor, the “complexity, length and expense of further litigation,” *Korshak*, 206 Ill. App. 3d at 972, also weighs heavily in favor of final approval of the Settlement. As the *Korshak* court observed, a “fair and reasonable settlement” is preferred over continued litigation which would leave any potential recovery “in limbo.” 206 Ill. App. 3d at 973; *see also Isby*, 75 F.3d at 1199–1200 (affirming the final approval of a settlement where continued litigation “would require the resolution of many . . . complex issues” and “entail considerable additional expense”). Indeed,

when comparing the “significance of immediate recovery” versus the “mere possibility of relief in the future, after protracted and expensive litigation . . . [i]t has been held proper to take the bird in the hand instead of a prospective flock in the bush.” *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1323 (S.D. Fla. 2005).

As explained above, litigating this matter further would present the Settlement Class Members with significant hurdles to overcome before obtaining any recovery. Any decision on the merits favorable to Defendants would be appealed by Plaintiffs, and vice versa, further delaying any final resolution of the matter and significantly increasing expenses for the Parties. Even if Plaintiffs were to ultimately succeed in defeating any dispositive motions brought by Defendants, they would still have to prevail on a motion for class certification, which would be heavily contested and require additional, extensive discovery efforts by the Parties. Furthermore, the status of BIPA jurisprudence is rapidly evolving, presenting continuing uncertainty with respect to the calculation of damages under BIPA and its application to different technologies. This Settlement was thus entered into in the context of, and as a result of, significant uncertainty and risk and a rapidly evolving legal landscape—both judicially and legislatively.

In contrast to how long litigation would take, and how complex and uncertain it would be, final approval will permit the Settlement Class Members to promptly receive their cash benefits and allow the Parties to reach a final resolution of their dispute.

4. *The Settlement Class Members have overwhelmingly supported the Settlement; there are no objections to the Settlement and minimal opt outs.*

Looking at the fourth and sixth *Korshak* factors – as they are “closely related,” *Korshak*, 206 Ill.App.3d at 973 – it is clear that final approval of the Settlement is not only in the best interest of the Parties, but is also overwhelmingly supported by the Settlement Class Members. No Settlement Class Members have filed an objection to the Settlement, no Settlement Class Members

have complained to Class Counsel about the relief provided by the Settlement or Class Counsel's Motion for award of attorneys' fees, expenses and Service Award. (Meyers Decl., ¶¶ 13, 15), and only five Settlement Class members validly elected to opt out. (Azari Decl. ¶¶ 32-35.) The comprehensive scope of the notice provided to the Class and the absence of even a single objection to the Settlement demonstrate that the Settlement Class Members overwhelmingly support this Settlement.

The lack of objectors challenging the Settlement is particularly noteworthy and strongly supports a finding that the Settlement is "fair and reasonable." *Am. Civil Liberties Union v. United States Gen. Servs. Admin.*, 235 F. Supp. 2d 816, 819 (N.D. Ill. 2002); *see also In re Mexico Money Transfer Litig.*, 164 F.Supp.2d 1002, 1021 (N.D. Ill. 2000) (granting final approval of settlements and finding the fact that "99.9% of class members have neither opted out nor filed objections to the proposed settlements . . . is strong circumstantial evidence in favor of the settlements").

5. *The Settlement was a result of arm's-length negotiations involving experienced counsel for all Parties and two experienced mediators.*

With respect to the fifth factor, this Settlement was not reached as a result of any "collusion" between the Parties. There is an initial presumption that a proposed settlement is fair and reasonable when it was the result of arm's-length negotiations. *See* A. Conte & H. Newberg, *Newberg on Class Actions*, § 11.42 (4th ed. 2002); *see also Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 21 (finding no collusion where there was "no evidence that the proposed settlement was not the product of 'good faith, arm's-length negotiations'").

Here, the Settlement was reached only as a result of highly-contested, arm's-length negotiations between counsel for the Parties, including two separate full-day mediations with Hon. Layn R. Phillips (Ret.) and Hon. Diane M. Walsh (Ret.), both experienced class action mediators. Given the excellent result for the Settlement Class in terms of the monetary relief and non-

monetary relief being made available, it is clear that this Settlement was reached as a result of good-faith negotiations rather than any collusion between the Parties.

6. *Class Counsel have significant experience in prosecuting similar class actions and believe that the Settlement is fair, reasonable, and adequate.*

Class Counsel have regularly engaged in complex litigation on behalf of consumers and have regularly been appointed as class counsel in numerous complex consumer class actions, including many similar class actions involving violations of BIPA and other data privacy-related statutes, in state and federal courts in Illinois and across the country. (Meyers Decl. ¶¶ 2-9.) Accordingly, given their extensive experience litigating and settling similar class actions across the country, Class Counsel are competent and qualified to provide their opinion as to the strength of the Settlement achieved.

In light of their experience in having settled numerous similar cases, Class Counsel strongly believe that final approval of the Settlement is in the best interests of Settlement Class Members. (*Id.*, ¶¶ 14-15.) Final approval of the Settlement will avoid any risks and delays associated with allowing the litigation to move forward and will provide the Settlement Class Members with immediate relief. Moreover, as discussed above, the Settlement provides excellent monetary and non-monetary benefits that are consistent with, or exceed, similar BIPA settlements.

Given the defenses that Defendants would raise, and the resources that Defendants have committed to defending and litigating this matter through appeal, Class Counsel are confident that the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class Members. (*Id.*) This factor also strongly favors granting final approval of the Settlement.

7. *The stage of litigation and amount of discovery completed has ensured that the Settlement is fair, reasonable, and adequate.*

Finally, the last factor also supports final approval because this Settlement was reached only after significant investigation by Class Counsel and contentious negotiations between the

Parties. *See Isby*, 75 F.3d at 1200 (“Approval of a settlement is proper where discovery and investigation conducted by class counsel prior to entering into settlement negotiations was extensive and thorough.”)

Both before and after the Parties entered into the Settlement, the Parties exchanged information regarding the scope and nature of Defendants’ alleged biometric practices as well as information regarding the Settlement Class members. Class Counsel became well informed as to the Settlement Class as well as with Defendant’s data, policies, procedures and other critical information necessary to “evaluate the merits of the case and assess the reasonableness of the settlement.” *Korshak*, 206 Ill.App.3d at 974. In short, the final executed Settlement was only reached after sufficient discovery and negotiations involving the nature and scope of Defendant’s subject biometric practices, further favoring final approval.

V. THE REQUESTED ATTORNEYS’ FEE AND EXPENSE AWARD AND SERVICE AWARDS SHOULD BE APPROVED.

Because no objections were filed in opposition to Plaintiffs’ Motion for Approval of Attorneys’ Fees, Expenses & Service Award (“Motion for Attorneys’ Fees”), and because all factors favor granting final approval of the Settlement, the Court should also approve an award of attorneys’ fees and expenses to Class Counsel in the requested amount and the Service Awards requested by Plaintiffs.

The direct notice sent to the Settlement Class members, as well as the detailed Long Form Notice posted to the Settlement Website, informed the Settlement Class members of the amount of attorneys’ fees and the Service Awards that Class Counsel and the Class Representatives would seek. (*See generally* Exs. B, C to the Settlement Agreement; Azari Decl., Exs. 1-5.) Further, the Motion for Attorneys’ Fees was filed on August 30, 2024, a full twenty-one (21) days before the September 20, 2024 deadline for objections and exclusion requests, and posted to the Settlement

Website. (Azari Decl. ¶ 28.) Accordingly, the Settlement Class members had ample opportunity to consider the merits of the Motion for Attorneys' Fees. However, no objections to the Motion for Attorneys' Fees were brought, and no Settlement Class Members have even informally expressed any dissatisfaction with the fees, expenses or Service Awards sought by Class Counsel and the Class Representatives. (Meyers Decl. ¶ 15.) The lack of any opposition is unsurprising, since, as discussed in Plaintiffs' Motion for Attorneys' Fees, an award to Class Counsel of 35% of the Settlement Fund value is well within the range of fees typically awarded to class counsel by Illinois courts in comparable class action settlements.

In fact, higher fee awards of 38-40% have been awarded in dozens of BIPA class action settlements in circuit courts throughout Illinois. *See, e.g., Gray v. Verificient Technologies*, No. 2018-CH-16054 (Cir. Ct. Cook County, Ill. 2024) (awarding 40% of the BIPA class settlement fund in attorneys' fees); *Coleman v. Farm King*, No. 22-LA-0002 (Cir. Ct. McDonough Cnty., Ill. 2024) (same); *Bodie v. Capitol Wholesale Meats, Inc.*, 22-CH-000020 (Cir. Ct. DuPage Cnty., Ill. 2022) (same).

For the reasons stated in the Motion for Attorneys' Fees, and because no Settlement Class Member has voiced any opposition or objection to the attorneys' fees and Service Awards sought, Plaintiffs and Class Counsel respectfully request that in finally approving this Settlement, the Court also approve the requested Service Awards and attorneys' fees and expenses sought in Plaintiffs' Motion for Attorneys' Fees.

VI. CONCLUSION

For the reasons stated above and in Plaintiff's Motion for Approval of Attorneys' Fees, Expenses & Service Awards, Plaintiffs Dario Dzananovic and Kemelle Howell respectfully request that this Court enter an Order granting final approval of this Settlement and approving

Plaintiffs' request for attorneys' fees, expenses, and Service Awards. A proposed Final Approval Order is attached hereto as Exhibit D.

Dated: October 9, 2024

Respectfully submitted,

DARIO DZANANOVIC AND KEMELLE HOWELL, individually and on behalf of all others similarly situated

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

The undersigned, an attorney, hereby certifies that on October 9, 2024, a copy of *Plaintiffs' Unopposed Motion in Support of Final Approval of Class Action Settlement* was filed electronically with the Clerk of Court, with a copy sent by electronic mail to all counsel of record.

/s/ Eugene Y. Turin

Exhibit A

(to motion for final approval)

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Settlement” or “Agreement”) is made and entered into by and between Plaintiffs Dario Dzananovic and Kemelle Howell (collectively, “Plaintiffs” or “Class Representatives”), individually and as representatives of the Settlement Class as defined below, and Defendants Badoo Trading Limited and Bumble Trading L.L.C. (collectively, “Defendants”). Plaintiffs and Defendants collectively are referred to herein as the “Parties,” or, respectively, as a “Party.”

DEFINITIONS

As used herein, the following terms have the meanings set forth below:

- A. “Action” means the lawsuit filed in the Circuit Court of Winnebago County, Illinois (the “Court”), consolidating the claims asserted in *Dzananovic*, *Howell*, and the *Garner* matters (described below under “Recitals”).
- B. “Attorneys’ Fee and Expense Payment” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded to Class Counsel by the Court from the Settlement Fund.
- C. “Claim Form(s)” means the form(s) for Settlement Class Members to make a claim, substantially in the form of Exhibit A. The Claim Form will require the following information: (i) full legal name; (ii) Bumble or Badoo username, if any; (iii) email address and/or phone number associated with any Bumble or Badoo account; (iv) personal attestation under penalty of perjury confirming that the Settlement Class Member satisfies the eligibility requirements to be a Settlement Class Member, the information provided is accurate, and the Settlement Class Member has not submitted more than one claim; and (v) information sufficient for the Settlement Administrator to make a distribution by the electronic means described in the Notice Plan (unless the Settlement Class Member opts for an alternative form of payment).
- D. “Claimant” means any individual who submits a Claim Form.
- E. “Class Counsel” means Katrina Carroll of Lynch Carpenter LLP, Jonathan M. Jagher of Freed Kanner London & Millen, LLC, and Evan M. Meyers of McGuire Law, P.C.
- F. “Defendants’ Counsel” means the law firm Morrison & Foerster LLP.
- G. “Net Settlement Fund” means the Settlement Fund, less any Attorneys’ Fee and Expense Payment, Service Awards, and Settlement Administrator expenses.
- H. “Notice” means the method of communication of this Settlement to the Settlement Class via the Notice Plan, as contemplated in Section 8 of this Agreement, and approved by the Court. The Notice shall be substantially in the forms attached as Exhibits B (“Email Notice”), C (“Postcard Notice”), and D (“Detailed Notice”).
- I. “Notice Date” means the first date on which notice is emailed or mailed to the Settlement Class, provided, however, that any re-mailing of such notice (including

mailing the Postcard Notice to members of the Settlement Class for whom the Email Notice is returned as undeliverable) shall not affect or extend the Notice Date. The Notice Date shall be forty-five (45) days after the Court issues the Preliminary Approval Order.

- J. “Notice Plan” means the plan for disseminating notice of the Settlement to the Settlement Class, described in Section 8.3 of this Agreement.
- K. “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement, Notice, and Notice Plan, substantially in the form of Exhibit E.
- L. “QSF” means a court-approved qualified settlement fund within the meaning of Treas. Reg. § 1.468B-1.
- M. “Released Parties” means Defendants, their respective current and former owners, parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities of any nature whatsoever, whether direct or indirect, as well as each of Defendants’ and these entities’ respective predecessors, successors, and assigns, licensees, representatives, assigns, trustees, transferees, fulfillers, service providers, vendors, purchasers, users, and vendees, all other persons, entities, and corporations acting on their behalf, and any of their current and former directors, officers, employees, principals, agents, advisors, consultants, partners, contractors, insurers, reinsurers, and subrogees, shareholders, and attorneys, and including, without limitation, any person related to any such entity or person who is, was, or could have been named as a defendant in the Action.
- N. “Releasing Parties” means Plaintiffs and all Settlement Class Members, including any and all of their respective heirs, executors, administrators, representatives, agents, partners, successors, or assigns.
- O. “Service Awards” means the amounts awarded to the Class Representatives by the Court from the Settlement Fund solely for their services, time, and effort on behalf of the Settlement Class Members. Service Awards shall not be a measure of damages.
- P. “Settlement Administrator” means an independent settlement administrator to be agreed upon by the Parties and approved by the Court.
- Q. “Settlement Amount” means the amount of forty million dollars (\$40,000,000.00) to be deposited by Defendants in the Settlement Fund.
- R. “Settlement Class” means all individuals who used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 through December 31, 2021. Excluded from the Settlement Class are (i) Defendants; (ii) Defendants’ parents, subsidiaries, affiliates, officers, directors, investors, and employees; (iii) any entity in which Defendants have a controlling interest; (iv) any individual who would otherwise be included in the Settlement Class, but has agreed, in another proceeding, to release claims covered by this Settlement prior to the Claim Form deadline identified in Section 4.4; and (v) any judge presiding over this Action, their staff, and the members of the judge’s immediate family. Defendants stipulate to this Settlement Class for settlement purposes only.

- S. “Settlement Class Members” means all members of the Settlement Class other than those persons who validly request exclusion from the Settlement Class as set forth in Section 7 this Agreement.
- T. “Settlement Fund” means the non-reversionary settlement fund described in Section 4.2 of this Agreement to be distributed in accordance with the terms of this Agreement.
- U. “Settlement Website” means a publicly-accessible website created and maintained by the Settlement Administrator for the purpose of providing the Settlement Class with notice of and information about the Settlement as well as providing Claim Forms for Settlement Class Members to view and submit.
- V. “Valid Claim” means a claim made upon a complete, accurate, valid, and timely-submitted Claim Form that includes a completed penalty of perjury attestation regarding the accuracy of the information provided in the Claim Form.
- W. “Valid Claimant” means any Settlement Class Member who submits a Valid Claim.

RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

WHEREAS, on November 11, 2021, Timothy Garner filed a putative class action complaint against Buzz Finco LLC and Buzz Bidco LLC (*Garner v. Buzz Finco LLC and Buzz Bidco LLC*, No. 2021-L-307 (17th Judicial Cir., Winnebago Cnty. Ill.)), alleging violations of Illinois’s Biometric Information Privacy Act (740 ILCS 14/1 *et seq.*) (“BIPA”), which Defendants removed to the United States District Court for the Northern District of Illinois (*Garner v. Bumble Inc., et al.*, No. 3:21-cv-50457 (N.D. Ill.)) and which was partially remanded to state court;

WHEREAS, on November 16, 2022, Garner amended the federal complaint to add ten new Defendants: Buzz Holdings LP; Buzz Intermediate LLC; Bumble IP Holdco LLC; Bumble Holding Limited; Badoo Limited; Badoo Trading Limited; Badoo Software Limited; Badoo Technologies Limited; and Greysom Limited, most of whom Garner also added to the state court action on October 31, 2023;

WHEREAS, on November 14, 2021, Hollis Hill filed a putative class action complaint against Defendants Bumble Inc. and Buzz Holdings LP (*Hill v. Bumble Inc. and Buzz Holdings LP*, No. 2021CH05970 (Circuit Court of Cook Cnty.)), alleging BIPA violations, which Defendants removed to the United States District Court for the Northern District of Illinois, and after plaintiff Hill was dismissed on April 19, 2022, the case continued with Kemelle Howell as the named plaintiff (*Howell v. Bumble, Inc. et al.*, No. 1:21-cv-06898 (N.D. Ill.));

WHEREAS, on November 24, 2021, Dario Dzananovic filed a putative class action complaint against Defendants Bumble Inc., Buzz Holdings LP, and Bumble Trading LLC (*Dzananovic v. Bumble Inc. et al.*, No. 2021-CH-5967 (Circuit Court of Cook Cnty.)), alleging BIPA violations, which Defendants removed to the United States District Court for

the Northern District of Illinois (*Dzananovic v. Bumble Inc., et al.*, No. 1:21-cv-06925 (N.D. Ill.));

WHEREAS, on September 18, 2023, the United States District Court for the Northern District of Illinois entered judgment in favor of defendants in the *Garner* federal action;

WHEREAS, the Parties attempted an early resolution of *Dzananovic v. Bumble Inc., et al.* in a mediation facilitated by Hon. Layn Phillips (Ret.) on December 15, 2023, where the Parties discussed potential settlement of all claims raised in *Dzananovic*, the remaining *Garner* state court action, and *Howell*;

WHEREAS, the Parties held a further mediation before Hon. Diane M. Welsh (Ret.) on January 23, 2024, at which the Parties were able to reach an agreement in principle to resolve all claims of the proposed Settlement Class, subject to Court approval;

WHEREAS, at the January 23, 2024 mediation, the Parties agreed that in light of the overlap among the cases, *Dzananovic*, and *Howell* would be dismissed and consolidated with the *Garner* state court action in the Circuit Court of Winnebago County, Illinois where *Garner*, the first-filed case, was originally filed;

WHEREAS, on March 31, 2024, *Howell* was dismissed without prejudice, and such dismissal became with prejudice on May 30, 2024;

WHEREAS, on May 23, 2024, *Dzananovic* was voluntarily dismissed without prejudice;

WHEREAS, on May 24, 2024, in light of Garner's untimely passing, Garner's counsel moved the Court to amend the *Garner* state court complaint and to substitute *Dzananovic* and *Howell* as plaintiffs for Garner in order to achieve the parties' agreed upon consolidation;

WHEREAS, on May 30, 2024, the Court granted the motion, thereby effectuating the consolidation and commencing the Action;

WHEREAS, Class Representatives and Class Counsel believe that the claims asserted in the Action have merit and have examined and considered the benefits to be obtained under this Settlement, the risks associated with the continued prosecution of this complex and time-consuming litigation, and the likelihood of ultimate success on the merits, and have concluded that the Settlement is fair, adequate, reasonable, and in the best interests of the Settlement Class.

WHEREAS, Defendants deny all of the allegations made in the Action and deny that they did anything unlawful or improper, and their agreement to this Settlement is not an admission of guilt or wrongdoing of any kind and further asserts that no injury has been alleged by the Action.

WHEREAS, the Parties have each looked at the uncertainties of trial and the benefits to be obtained under the Settlement, and have considered the costs, risks, and delays

associated with the continuation of this Action and the likely appeals of any rulings in favor of either Plaintiffs or Defendants.

WHEREAS, the Parties desire to settle the Action in its entirety as to Plaintiffs, the Settlement Class Members, and Defendants with respect to all Released Claims, and intend this Agreement to bind Plaintiffs (both as the Class Representatives and individually), Defendants, and Settlement Class Members.

NOW THEREFORE, in light of the foregoing, for good and valuable consideration, the Parties, and each of them, hereby warrant, represent, acknowledge, covenant, and agree, subject to approval by the Court, as follows:

1. CONSOLIDATION

- 1.1 Plaintiffs agree not to re-file the claims asserted in the *Garner*, *Dzananovic*, or *Howell* actions and acknowledge that any “without prejudice” designation as to each action’s dismissal is for the sole and exclusive purpose of filing the Action.

2. SETTLEMENT CLASS

- 2.1 **Certification of the Settlement Class.** For purposes of settlement and the proceedings contemplated by this Agreement only, Defendants do not oppose provisional certification of a Settlement Class pursuant to 735 ILCS 5/2-801 and 735 ILCS 5/2-802 as defined herein; appointment of Plaintiffs Dario Dzananovic, and Kemelle Howell as Class Representatives who shall represent the Settlement Class for settlement purposes; and appointment of Katrina Carroll of the law firm Lynch Carpenter LLP, Jonathan M. Jagher of the law firm Freed Kanner London & Millen, LLC, and Evan M. Meyers of the law firm McGuire Law, P.C. as Class Counsel for the Settlement Class.
- 2.2 **Decertification of the Settlement Class if Settlement Not Approved.** Defendants do not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement. If the Court does not enter an order granting final approval of the Settlement, or if for any other reason the Effective Date does not occur, any certification of any Settlement Class will be vacated, and the Parties will be returned to their positions with respect to the Action as if the Parties had not entered into the Agreement. Specifically: (a) any Court order preliminarily or finally approving the certification of any Settlement Class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Defendants did not oppose the certification of a Settlement Class under this Agreement, or that the Court preliminarily or finally approved the certification of a Settlement Class, shall not be used or cited thereafter by any person in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class. In the event the terms and conditions of this Agreement are substantially modified by the Court, Defendants reserve the right to declare this Agreement null and void, in their sole discretion, within fourteen (14) days after such modification. Notwithstanding the above, in the event the Settlement is not approved, the Parties will meet and confer in good faith, to the extent possible, to address the Court’s concerns.

3. **CONFIDENTIALITY AND COMMUNICATIONS REGARDING THE SETTLEMENT**

- 3.1 The Parties, Class Counsel, and Defendants' Counsel agree that the negotiations leading to the execution of the Agreement and all submissions, documents, communications, and arguments related to the mediations shall not be disclosed by the Parties, Class Counsel, and Defendants' Counsel other than as necessary to finalize the Settlement and Notice Plan.
- 3.2 The Parties, Class Counsel, and Defendants' Counsel agree that after the Agreement is submitted to the Court, each Party may respond in neutral terms to inquiries, including from the press, to communicate that the Action has been resolved by the Parties. Any response shall not contain inflammatory language about the Parties or their perceived conduct in the Action, and shall be limited to accurately describing the terms of the Settlement as reflected in the Agreement.

4. **SETTLEMENT RELIEF**

- 4.1 **Class Benefit.** Each Settlement Class Member who timely submits a Valid Claim shall receive a pro rata portion of the Net Settlement Fund.
- 4.1.1 Settlement Class Members may each submit one claim to receive a payment from the Settlement Fund. Settlement Class Members will be required to prove eligibility by means reasonably resistant to fraud, including a Bumble or Badoo username, if any; the email address and phone number associated with the account, if any; other identifying information, including full legal name, home street address, telephone number, and email address required in the Claim Form; and information required for payment by Venmo or PayPal, unless the member of the Settlement Class requests a paper check.
- 4.1.2 **Dissemination of Class Benefit.** The Settlement Administrator shall distribute the class benefit to Valid Claimants seven (7) days after distributing the Attorneys' Fee and Expense Payment pursuant to Section 9.
- 4.2 **Settlement Fund.**
- 4.2.1 The Settlement Administrator shall establish and maintain the Settlement Fund in the amount of \$40,000,000. The Settlement Fund shall be a non-reversionary common fund, no part of which shall revert to Defendants. The Settlement Administrator will hold the Settlement Fund in escrow until such time as the Settlement Administrator is authorized to disseminate the funds pursuant to this Agreement, the Final Approval Order, or other order of the Court.
- 4.2.2 The Settlement Fund is intended to be treated as a QSF for U.S. federal income tax purposes, with Defendants treated as the "transferors" to the QSF within the meaning of Section 1.468B-1(d)(1) of the Treasury Regulations with respect to the Settlement Fund. The Settlement Administrator shall be the "administrator" of the QSF within the meaning of Section 1.468B-2(k)(3) of the Treasury Regulations, responsible for causing the filing of all tax returns

required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Section 1.468B-2(l)(2) of the Treasury Regulations or any other applicable law on or with respect to the QSF. Defendants shall provide to the Settlement Administrator any documentation reasonably requested by the Settlement Administrator that is required to obtain QSF status for the Settlement Fund pursuant to Treas. Reg. §1.468B-1. All taxes on income or interest generated by the Settlement Fund, if any, shall be paid out of the Settlement Fund.

- 4.2.3 Class Counsel shall select the Settlement Fund escrow account and the Settlement Fund escrow bank. The Settlement Fund escrow bank shall invest the Settlement Fund exclusively in an interest-bearing account or accounts where the principal will not decrease and is fully insured by the United States Government or an agency thereof, including certificates of deposit, a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”) or (b) secured by instruments backed by the full faith and credit of the United States Government. The Settlement Fund escrow bank shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All interest earned on the investment of the Settlement Fund shall be added to the Settlement Fund, for distribution as set forth herein.
- 4.2.4 Other than the Settlement Fund, Defendants will have no financial obligations to Class Representatives, Settlement Class Members, Class Counsel, any other attorney representing any Settlement Class Member, or the Settlement Administrator with respect to the Released Claims. The Settlement Fund represents the total extent of Defendants’ monetary obligations under this Agreement. In no event shall Defendants’ total monetary obligations with respect to this Agreement exceed the amount stated above.
- 4.2.5 Subject to 4.2.14, the Settlement Administrator will draw from the Settlement Fund to cover all obligations with respect to costs related to this Agreement, including the expenses of the Settlement Administrator, the Notice Plan, payments to Settlement Class Members, any Service Awards, any Attorneys’ Fee and Expense Payment, and any other administrative fees and expenses in connection with this Agreement; provided, however, that the Parties must approve any payments to the Settlement Administrator prior to the Settlement Administrator incurring such expenses. The Parties intend that, after the foregoing payments and disbursements are made, there will be no funds remaining. Nonetheless, to the extent any funds remain, no portion of the Settlement Fund will be returned to Defendants.
- 4.2.6 If this Agreement is terminated, the Settlement Administrator will return all funds to Defendants within ten (10) days of the termination date; provided, however, that the Settlement Administrator need not return any funds already spent on notice and on reasonable Settlement Administrator expenses before the termination date. Notwithstanding any provision herein, in the event this Agreement is not approved by any court, or is terminated for any reason, or the

Settlement set forth in this Agreement is declared null and void, or in the event that the Effective Date does not occur, Settlement Class Members, Class Representatives, and Class Counsel shall not in any way be responsible or liable for any administration expenses, taxes with respect to the Settlement Fund, or any expenses, including costs of notice and administration associated with this Settlement or this Agreement, except that each Party shall bear its own attorneys' fees and costs and Defendants' future payment obligations shall cease.

- 4.2.7 The Released Parties, Defendants' Counsel, the Releasing Parties and Settlement Class Members shall have no liability, obligation, or responsibility with respect to the investment, disbursement, or other administration or oversight of the Settlement Fund and shall have no liability, obligation, or responsibility with respect to any liability, obligation, or responsibility of the Settlement Administrator.
- 4.2.8 Once deposited by Defendants, the Settlement Fund shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to the Agreement and/or further order(s) of the Court.
- 4.2.9 Notwithstanding any effort, or failure, of the Settlement Administrator or the Parties to treat the Settlement Fund as a QSF, any tax liability, together with any interest or penalties imposed thereon, incurred by Defendants or any Releasing Party resulting from income earned on the Settlement Fund or the payments made from the Settlement Fund (or the receipt of any payment under this paragraph) shall be reimbursed from the Settlement Fund in the amount of such tax liability, interest or penalties promptly upon and in no event later than five (5) days after Defendants' or any Released Party's written request to the Settlement Administrator.
- 4.2.10 For avoidance of doubt, neither Defendants nor any of the Released Parties shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from payments to any Settlement Class Member based on the activities and income of the QSF. In addition, neither Defendants nor any of the Released Parties shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from payments to Class Counsel. The QSF will be solely responsible for its tax obligations. Each Settlement Class Member will be solely responsible for their tax obligations. Each Class Counsel or other attorney or firm receiving a distribution from the Settlement Fund will be solely responsible for their tax obligations.
- 4.2.11 Defendants and Class Counsel are not providing legal advice to any party or other person regarding the taxability of any amount paid hereunder and nothing contained herein shall be interpreted as constituting legal advice regarding the taxability of any amount paid hereunder, nor shall it be relied upon as such. For the avoidance of doubt, Defendants make no representation or warranty to any person regarding, and shall have no liability with respect to, the qualification of the Settlement Fund as a QSF. Any tax issues raised by this Agreement may

be unique as to each Party and Settlement Class Member, and each Party and Settlement Class Member is advised to obtain tax advice from their own tax advisor with respect to any payments resulting from this Agreement. Each Party and Settlement Class Member will be responsible for paying their own respective share of all applicable state, local, and federal taxes on all amounts received or paid pursuant to this Agreement.

- 4.2.12 Defendants shall have no liability whatsoever with respect to (i) any act, omission, or determination by Class Counsel or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iv) the determination, administration, or calculation of claims to be paid to Settlement Class Members from the Settlement Fund; or (v) the payment or withholding of taxes or related expenses, or any expenses or losses incurred in connection therewith. The Releasing Parties and Class Counsel release Defendants from any and all liability and claims arising from or with respect to the administration, investment, or distribution of the Settlement Fund, or the qualification of the Settlement Fund as a QSF.
- 4.2.13 No person shall have any claim against Class Representatives, Class Counsel, counsel of record for any party in the Action, the Settlement Administrator, or any other person designated by Class Counsel, based on determinations or distributions made substantially in accordance with this Agreement, administration of the Settlement Fund, or further order(s) of the Court.
- 4.2.14 Within twenty-one (21) days after Preliminary Approval, Defendants shall pay into the Settlement Fund a portion of the Settlement Amount sufficient to cover the costs of Notice and settlement administration associated with Notice and claims processing, as estimated by the Settlement Administrator. Within fourteen (14) days after the Effective Date, Defendants shall deposit the balance of the Settlement Amount into the Settlement Fund.
- 4.2.15 The Settlement Fund shall be applied as follows, in accordance with the terms and conditions set forth in this Agreement:
- 4.2.15.1 To pay the costs of Notice and settlement administration;
 - 4.2.15.2 To pay any Attorneys' Fee and Expense Payment and any Service Awards that may be approved by the Court; and
 - 4.2.15.3 To distribute the Net Settlement Fund on a *pro rata* basis to Valid Claimants in accordance with this Agreement.
 - 4.2.15.4 If all Valid Claims, Notice and settlement administration costs, any Attorneys' Fee and Expense Payment, and any Service Awards total an amount less than the Settlement Fund, or to the extent that any distribution funds remain in the Settlement Fund one hundred and eighty (180) days after the Effective Date, such funds ("Residual Funds") shall be redistributed on a *pro rata* basis to Settlement Class

Members who previously received payment, to the extent feasible and practical in light of the costs of administering such subsequent payments, unless the amounts involved are too small to make individual distributions economically viable or other specific reasons exist that would make such further distributions impossible or unfair.

4.2.15.5 If the Settlement Administrator determines that any residue of the Settlement Fund cannot be distributed on a *pro rata* basis to Settlement Class Members who submitted a claim, the remaining funds shall be distributed to one or more 26 U.S.C. § 501(c)(3) non-profit Eligible Organization(s) (as this term is defined by 735 ILCS 5/2-807) selected by the Parties and thereafter approved by the Court.

4.2.15.6 All costs associated with the disposition of residual funds – whether through additional distributions to Settlement Class Members and/or to the non-profit Eligible Organization(s) selected by the Parties and approved by the Court – shall be borne solely by the Settlement Fund.

4.3 **Non-Monetary Relief.** Within 14 days of the Effective Date, Defendants will confirm that they have deleted any previously-collected biometric information and/or biometric identifiers of the Settlement Class that were obtained during the photo verification or content moderation process (if any) and that, subject to any changes in relevant authority, Defendants will continue to comply with BIPA to the extent that they collect data that falls within the scope of the statute.

4.4 **Claim Form.** To be entitled to receive any monetary benefit from the Settlement, Settlement Class Members must accurately and timely submit the Claim Form and any required documentation within sixty (60) days following the Notice Date.

4.5 **Determination and Processing of Claims.** The Settlement Administrator will review all Claim Forms to determine their validity and each Claimant's eligibility. The Settlement Administrator will reject any claim that does not materially comply with the instructions on the Claim Form, is not submitted by a Settlement Class Member, or is deemed to be duplicative or fraudulent.

Within thirty (30) days of the claim filing deadline provided for in Section 4.4, the Settlement Administrator will send the Claimant an email, if available, or first-class United States mail if email is not available, a written notice of deficiency identifying the reason(s) that the claim was deemed insufficient, including steps the Claimant can take to cure the deficiency, if possible. The Claimant receiving such notice will be allowed twenty-one (21) days from the date the email or letter is sent to cure the deficiency, if possible. If the Claimant does not or cannot cure the deficiency within that time frame, the Settlement Administrator will deny the claim.

5. OBTAINING COURT APPROVAL OF THE AGREEMENT

5.1 **Preliminary Approval.** Class Counsel will file the motion for preliminary approval one business day after filing the Action, or as soon thereafter as permitted by the Court, and will provide that draft to Defendants' Counsel at least fourteen (14) days prior to the filing of the motion, unless otherwise agreed to by the Parties. The

motion shall be written in a neutral manner that plainly states Plaintiffs' allegations and claims, while making clear that Defendants deny every allegation of wrongdoing and admit no liability. Defendants may provide comments concerning the motion, and Class Counsel will meet and confer with Defendants' Counsel in good faith regarding Defendants' comments.

- 5.2 **Final Approval and Judgment.** In accordance with the schedule set in the Preliminary Approval Order, Class Counsel will draft the motion for final approval of the Settlement and will provide that draft to Defendants' Counsel at least fourteen (14) days prior to the filing of the motion, unless otherwise agreed to by the Parties. The motion shall be written in a neutral manner that plainly states Plaintiffs' allegations and claims while making clear that Defendants deny every allegation of wrongdoing and admits no liability. Defendants may provide comments concerning the motion, and Class Counsel will meet and confer with Defendants' Counsel in good faith regarding Defendants' comments.

6. OBJECTIONS

- 6.1 Settlement Class Members may file objections to the Settlement, Class Counsel's request for Attorneys' Fee and Expense Payment and/or Class Representatives' request for Service Awards. Only Settlement Class Members shall be eligible to make an objection to this Agreement.
- 6.2 Any Settlement Class Member who intends to object to the Settlement must file with the Court a written statement that includes: a caption or title that identifies it as Objection to Class Settlement in the Action; the Settlement Class Member's name, address, email address, telephone number, and Bumble or Badoo username, if any; all grounds for the objection, with any factual and legal support for each stated ground; the identity of any witnesses the Settlement Class Member may call to testify; copies of any exhibits that the Settlement Class Member intends to introduce into evidence at the Final Approval Hearing; a statement identifying their counsel if they are represented by counsel, including former or current counsel who may be entitled to compensation for any reason related to the objection, along with a statement of the number of times in which that counsel has objected to a class action settlement within five years preceding the submission of the objection and the caption of the case for each prior objection, and a copy of any relevant orders addressing the objection; a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing with or without counsel; and the objector's (and the objector's attorney's) signature on the written objection; and a declaration under penalty of perjury that the information provided by the objector and objector's counsel is true and correct ("Objection"). To be timely, the Objection must (a) be submitted to the Court either by filing it in person at the Seventeenth Judicial Circuit for Winnebago County or by mailing it to the Clerk of the Court for filing, and (b) be filed or postmarked within sixty (60) days after the Notice Date ("Objection Deadline").
- 6.3 Any Settlement Class Member who fails to timely file with or submit to the Court an Objection in accordance with the terms of Sections 6.1 and 6.2 of this Agreement and as detailed in the Notice shall waive and forfeit any and all rights the Settlement

Class Member may have to object, appear, present witness testimony, and/or submit evidence; shall be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing; shall be precluded from seeking review of this Agreement by appeal or other means; and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action.

- 6.4 Settlement Class Members may raise an objection either on their own or through an attorney hired at their own expense. If a Settlement Class Member hires an attorney other than Class Counsel to represent him or her, the attorney must (i) file a notice of appearance with the Court no later than the Exclusion and Objection Deadline, and (ii) deliver a copy of the notice of appearance on Class Counsel and Defendants' counsel, no later than the Exclusion and Objection Deadline. Settlement Class Members, or their attorneys, intending to make an appearance at any hearing relating to this Agreement, including the Final Approval Hearing, must deliver to Class Counsel and Defendants' counsel, and file with the Court, no later than 21 days before the date of the hearing at which they plan to appear, or as the Court otherwise may direct, a notice of their intention to appear at that hearing.
- 6.5 Class Counsel shall file their request for the Attorneys' Fee and Expense Payment and Class Representatives shall file their request for Service Awards at least twenty-one (21) days prior to the Exclusion and Objection Deadline. Once filed, the request shall be posted on the Settlement Website.
- 6.6 Plaintiffs and Defendants shall have the right, but not the obligation, to respond to any Objection no later than twenty-one (21) days after the Exclusion and Objection Deadline. The Party responding shall file a copy of the response with the Court and shall serve a copy on the objector (or counsel for the objector).

7. EXCLUSIONS

- 7.1 **Requests for exclusion.** The Notice will advise all members of the Settlement Class of their right to exclude themselves from the Settlement. The Settlement will not bind any individuals who timely exclude themselves from the Settlement. Settlement Class Members may not seek to exclude themselves from the Class and submit an objection to this Agreement. Any Settlement Class Member who both objects to this Agreement and submits a timely and valid request for exclusion will be deemed to have opted out and the objection shall be deemed null and void.
- 7.2 **Requesting process.** A member of the Settlement Class may request exclusion from the Settlement up until the Exclusion Deadline. To request exclusion, the individual must complete, personally sign by non-electronic means, and mail to the Settlement Administrator a request for exclusion substantially in the form attached as Exhibit F (the "Request for Exclusion"). The Request for Exclusion will be available to download via the Settlement Website and must be personally signed by the member of the Settlement Class seeking exclusion under penalty of perjury. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a Request for Exclusion must be postmarked on or before the Exclusion Deadline, defined below. Any Person who submits a valid and timely Request for Exclusion shall not be entitled to relief under, and shall not be affected by, this Agreement or any relief provided by this

Agreement. For a Request for Exclusion to be considered by the Court, it must set forth: (i) the name of the Action; (ii) the person's full name, mailing address, username, email address, and telephone number associated with their purported Bumble or Badoo account, if any; (iii) a specific statement of the person's intention to be excluded from the Settlement; (iv) the identity of the person's counsel, if represented; and (v) be personally signed by non-electronic means by the individual Settlement Class Member. The Parties shall have the right to challenge the timeliness and validity of any Request for Exclusion.

- 7.3 **Deadline.** To be excluded from the Settlement, the Request for Exclusion must be postmarked by the Exclusion Deadline established in the Preliminary Approval Order, which shall be sixty (60) days after the Notice Date (the "Exclusion Deadline").
- 7.4 **Effect of exclusion.** Any person who is a member of the Settlement Class and who validly and timely submits a Request for Exclusion from the Settlement shall not be (i) a Settlement Class Member; (ii) bound by the Settlement; (iii) eligible to apply for or receive any benefit under the terms of the Settlement; or (iv) entitled to submit an Objection to the Settlement.
- 7.5 **Exclusion list.** No later than fifteen (15) days after the Exclusion Deadline, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with the list of persons who have timely and validly excluded themselves from the Settlement.
- 7.6 **Effect of exclusions.** If 2% or more of the members of the Settlement Class validly and timely exclude themselves from the Settlement, then Defendants shall have the option to rescind this Agreement, in which case all of Defendants' obligations under this Agreement shall cease to be of any force and effect, and this Agreement shall be rescinded, cancelled, and annulled. If Defendants exercise this option, they shall provide Plaintiffs and the Court with written notice of their election within fifteen (15) days of receiving the exclusion list from the Settlement Administrator, at which point the Parties shall return to their respective positions that existed prior to the execution of this Agreement. No term of this Agreement or any draft thereof, or the negotiation, documentation, or other part of any aspect of the Parties' settlement discussions, or any filings or orders respecting the Settlement or any aspect of the Settlement, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding.

8. NOTICE AND SETTLEMENT ADMINISTRATION

- 8.1 Defendants will provide to the Settlement Administrator the names, addresses, and email addresses for all members of the Settlement Class for whom it has reasonably available records within seven (7) days of the date of entry of the Preliminary Approval Order.
- 8.2 The Settlement Administrator will administer the Notice in accordance with the Preliminary Approval Order. The Settlement Administrator will keep identities and

contact information of members of the Settlement Class confidential, using them only for purposes of administrating this Settlement.

- 8.3 **Notice Plan.** The Parties agree upon and will seek Court approval of the following forms and methods of Notice to the Settlement Class. The Notice shall conform to all applicable requirements of the Illinois Code of Civil Procedure, the Illinois Supreme Court Rules, the Illinois and United States Constitutions (including the Due Process Clauses), and any other applicable law:

8.3.1 **Settlement Website.** The Settlement Administrator will establish and maintain a Settlement Website with the domain name www.HowellBIPASettlement.com. The Settlement Website will be optimized for viewing on both mobile devices and personal computers. The Settlement Website will include, without limitation, the Detailed Notice, the Agreement, the Complaint, the Preliminary Approval Motion and Order as entered, Plaintiffs' Motion for Attorneys' Fees and Expenses and Service Awards, Plaintiffs' Motion for Final Approval of Class Action Settlement, answers to a set of frequently asked questions, and information on how to object or request exclusion, as well as contact information for Class Counsel and the Settlement Administrator. The Settlement Website will include readily accessible means for Settlement Class Members to submit a Claim Form or download a request for exclusion, as well as an address to which Claim Forms or requests for exclusion may be mailed. The Settlement Website will be live on the Notice Date.

8.3.2 **Toll-Free Number.** The Settlement Administrator will establish a toll-free telephone number where the Settlement Class can request a copy of the Detailed Notice, the Claim Form, and other case documents.

8.3.3 **Email Notice.** The Settlement Administrator will email to each member of the Settlement Class for whom Defendants have an available email address a copy of the Email Notice. The Settlement Administrator will use reasonable efforts to identify email addresses for Settlement Class members who are not associated with an email address in Defendants' readily available records. Email Notice shall contain a hyperlink to the Settlement Website. A reminder email notice shall be sent thirty (30) days prior to the deadline for submitting a Claim Form.

8.3.4 **Postcard Notice.** For members of the Settlement Class (a) for whom Defendants do not have a valid and available email address, or (b) for whom the Email Notice is returned as undeliverable, the Settlement Administrator will mail to each such member of the Settlement Class for whom a mailing address can be reasonably located a Postcard Notice. The Settlement Administrator will use reasonable efforts to identify mailing addresses for members of the Settlement Class who should be sent a postcard notice under this section. Postcard Notices returned by the U.S. Postal Service with a forwarding address will be re-mailed to that address.

8.3.5 **Publication Notice.** Beginning on the Notice Date, the Settlement Administrator shall implement an online media campaign in Illinois, which will continue for a period of twenty-eight (28) calendar days and will include the purchase of Internet banner notice ads, social media ads, and search ads. The advertisements will link directly to the Settlement Website, allowing visitors easy access to relevant information and documents. Advertisements will be served in Illinois, will run on desktop and mobile devices, and will be targeted to likely members of the Settlement Class. Advertisements will also be placed on social media websites, such as Facebook and Instagram, and other websites to be determined by the Parties with input from the Settlement Administrator. The content of the ads shall also be determined by the Parties with input from the Settlement Administrator.

8.3.6 **Detailed Notice.** The Detailed Notice shall contain a plain and concise description of the nature of the action and the proposed Settlement, including information on the definition of the Settlement Class, how the proposed Settlement would provide relief to Settlement Class Members, what claims are released under the proposed Settlement, and other relevant information. The Detailed Notice shall also inform members of the Settlement Class of their right to seek exclusion from the Settlement and to object to the Settlement, together with the Exclusion and Objection Deadlines and procedures for exercising those rights.

8.4 The Settlement Administrator has agreed to perform all Notice and administration duties required by the Settlement. The Parties agree that the Settlement Administrator may make non-material modifications to the Notice and Claim Forms described herein without further order of the Court, so long as they are approved by the Parties and consistent in all material respects with the Settlement and Preliminary Approval Order.

8.5 With approval from Class Counsel and Defendants' Counsel, the Settlement Administrator will withdraw from the Settlement Fund funds sufficient to cover all reasonable costs and expenses related to the Notice and administration functions to be performed by the Settlement Administrator, including the claims administration process.

9. ATTORNEYS' FEE AND EXPENSE PAYMENT AND SERVICE AWARDS

9.1 Class Counsel may apply to the Court for an award of attorney's fees. Class Counsel have agreed to limit their request for reasonable attorneys' fees to no more than 35% of the Settlement Fund, plus expenses in an amount as may be approved by the Court. Class Representatives may apply for up to \$5,000 to each Class Representative as Service Awards for their time and effort expended in serving the Settlement Class.

9.2 The Court's award of any Attorneys' Fee and Expense Payment shall be separate from the determination of whether to approve the Settlement. Any order or proceeding relating to the Attorneys' Fee and Expense Payment or any Service Award, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate this Settlement or affect or delay the finality of

the Final Approval Order and Judgment approving the Settlement. In the event the Court approves the Settlement, but declines to award Class Counsel attorneys' fees or expenses in the amount requested by Class Counsel, or a Service Award in an amount different from that requested by Class Representatives, the Settlement will nevertheless be binding on the Parties to the extent permissible under applicable law. The Attorneys' Fee and Expense Payment shall be paid by the Settlement Administrator to an account or accounts designated by Class Counsel within fifteen (15) days of the Effective Date.

- 9.3 Any order or proceeding relating to the application for a Service Award, the pendency of the application, or any appeal from any such order, will not operate to terminate or cancel this Agreement. The Class Representatives' approval of this Settlement is not contingent on the filing of an application for a Service Award, or the Court approving any application for a Service Award.

10. DENIAL OF LIABILITY; PROHIBITION OF USE

- 10.1 Defendants vigorously deny all of the allegations in the Action. Defendants enter into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Defendants further deny the truth of any of the claims asserted in the Action, including any allegations that Plaintiffs or any member of the Settlement Class has been harmed by any conduct by Defendants, whether as alleged in the Action or otherwise. Defendants further assert that no injury has been alleged by the Action, and Defendants' practices are lawful and proper. Defendants nonetheless have concluded that it is in their best interests that the Action be settled on the terms and conditions set forth herein in light of the expense that would be necessary to defend this litigation and the benefits of disposing of protracted and complex litigation.
- 10.2 To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding to establish any liability or admission by Defendants, or to establish the truth of any of the claims or allegations alleged in the Action.
- 10.3 Neither the Agreement nor anything that the Parties said or did during the negotiation of the Agreement shall be construed or used in any manner as an admission of liability or evidence of any Party's fault, liability, or wrongdoing of any kind; nor shall it be construed as an admission of any lack of merit of the causes of action asserted in the Action.
- 10.4 To the extent permitted by law, the Agreement may be pleaded or invoked as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding which may be instituted, prosecuted, or attempted for the Released Claims.

11. RELEASES, INDEMNIFICATION, AND WARRANTIES

- 11.1 The Parties represent that they have obtained the requisite authority to enter into this Settlement Agreement in a manner that binds all Parties to its terms.
- 11.2 As of the Effective Date, Releasing Parties hereby fully and irrevocably release and forever discharge Released Parties from any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including, without limitation, claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the execution date of the Settlement that have been or could have been asserted in the Action or that relate to the collection, capture, storage, use, profit from, possession, disclosure, or dissemination of users' personal data, including biometric identifiers or biometric information (the "Released Claims").
- 11.3 In consideration for this Agreement and the consideration set forth herein, Plaintiffs and the Settlement Class Members acknowledge that the release herein includes any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including, without limitation, claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims as of the execution date of the Settlement that have been or could have been asserted in the Action or that relate to the collection, capture, storage, use, profit from, possession, disclosure, or dissemination of users' personal data, including biometric identifiers or biometric information at issue therein.
- 11.4 When the Final Approval Order and judgment are entered, the Action will be dismissed with prejudice.
- 11.5 Class Counsel agree to indemnify, defend, and hold harmless all Released Parties from any and all claims brought by any person or entity by, through, or under any Settlement Class member, including but not limited to a Settlement Class member's heirs, affiliates, assigns, agents, representatives, insurers, third party administrators, lien holders, subrogees, and/or predecessors and successors in interest, regarding their status (or non-status) as a Class Representative and any claims of entitlement to any Service Award.
- 11.6 Each Party to this Agreement represents and warrants that they have not heretofore assigned or transferred, or purported to assign or transfer, any of the Released Claims to any other person and that they are fully entitled to compromise and settle the same.
- 11.7 No person will have any claim of any kind against the Parties or their counsel or the Settlement Administrator with respect to the Settlement and the matters set forth

herein or based on determinations or distributions made substantially in accordance with this Agreement, the Final Approval Order and Judgment, or other order(s) of the Court.

- 11.8 The Parties agree that the Settlement Agreement provides fair, equitable, and just compensation for Plaintiffs and Settlement Class Members related to the Released Claims.
- 11.9 Under no circumstance will Defendants have any liability for taxes or tax expenses under the Settlement Agreement, including but not limited to tax liabilities of the Settlement Fund, the Settlement Administrator, any member of the Settlement Class, Class Representatives, or Class Counsel. Any tax determinations and obligations arising from a payment made by Defendants pursuant to the Settlement shall be the exclusive responsibility of the person receiving the payment. If applicable, the Settlement Administrator shall be responsible for obtaining all necessary information for any required IRS Forms 1099 or other tax forms and issuing such tax forms as necessary.

12. EFFECTIVE DATE OF THE AGREEMENT; TERMINATION

- 12.1 The “Effective Date” of this Agreement shall be the first day after which all of the following events and conditions of this Agreement have been met or have occurred:

- 12.1.1 All of the Parties and their counsel have executed this Agreement;

- 12.1.2 The Court has entered the Final Approval Order finally approving the Settlement and has entered Judgment; and

- 12.1.3 The Judgment has become final in that the time for appeal of, or writ as to, the Judgment has expired or, if any such appeal and/or petition for review is taken and the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Judgment is set aside, materially modified, or overturned by the trial court or on appeal, and is not fully reinstated on further appeal, the Judgment shall not become final as contemplated by this Section.

- 12.2 If the Judgment does not become final and/or this Agreement is terminated pursuant to the express provisions of this Agreement or for cause or fails to become effective for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Approval Order and Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the status quo ante with respect to the Action as if this Agreement had never been entered into. In the event of a termination, the Settlement Administrator shall return any monies remaining in the Settlement Fund to Defendants within fourteen (14) days of receiving notice of the termination.

13. MISCELLANEOUS

- 13.1 **Extensions of time.** All time periods and dates described in this Agreement are subject to the Court's approval. Unless otherwise ordered by the Court, the Parties through their counsel may jointly agree to reasonable extensions of time to carry out any of the provisions of this Agreement. The time periods and dates provided for herein or in the Preliminary Approval Order may be altered by the Court or through written consent of the Parties' counsel, without notice to the Settlement Class; provided, however, that any such changes in the schedule of Settlement proceedings will be posted on the Settlement Website.
- 13.2 **Integration.** This Agreement, including all exhibits, constitutes a single, integrated written contract expressing the entire agreement of the Parties relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any Party hereto, except as provided for herein.
- 13.3 **Governing law.** This Agreement shall be construed in accordance with, and be governed by, the laws of the state of Texas, without regard to the principles thereof regarding choice of law.
- 13.4 **Gender and plurals.** As used in this Agreement, the masculine, feminine, or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates.
- 13.5 **Representative capacity.** Each person executing this Agreement in a representative capacity represents and warrants that they are empowered to do so.
- 13.6 **Headings and counterparts.** The headings or captions in this Agreement will not be deemed to have any effect and are provided for convenience only. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, even though all Parties do not sign the same counterparts.
- 13.7 **Cooperation of Parties.** The Parties and their counsel agree to prepare and execute all documents, to seek Court approvals, to defend Court approvals, and to do all things reasonably necessary to complete the Settlement.
- 13.8 **Voluntary execution.** This Agreement is executed voluntarily by each of the Parties without any duress or undue influence on the part, or on behalf, of any of them. The Parties represent and warrant to each other that they have read and fully understand the provisions of this Agreement and have relied on the advice and representation of legal counsel of their own choosing. Each of the Parties has cooperated in the drafting and preparation of this Agreement and has been advised by counsel regarding the terms, effects, and consequences of this Agreement. Accordingly, in any construction or interpretation to be made of this Agreement, the Agreement shall not be construed as having been drafted solely by any one or more of the Parties or their counsel. The Agreement has been, and must be construed to have been, drafted by all Parties and their counsel, so that any rule that construes ambiguities against the drafter will have no force or effect.

13.9 **Notices.** Any notice provided in connection with the Agreement or other document to be given by any Party to any other Party shall be in writing and (i) delivered personally or by registered or certified mail, postage prepaid, to the appropriate address(es) set forth immediately below, or to other contact points as the Parties may identify by notice given in accordance with this Section; and also (ii) transmitted by email to the appropriate email address(es) set forth immediately below.

<p>Notice to Class Counsel:</p> <p>Katrina Carroll LYNCH CARPENTER LLP 111 W. Washington Street, Suite 240 Chicago, IL 60602 katrina@lcllp.com</p> <p>Jonathan M. Jagher FREED KANNER LONDON & MILLEN, LLC 923 Fayette Street Conshohocken, PA 19428 jjagher@fklmlaw.com</p> <p>Evan M. Meyers MCGUIRE LAW, PC 55 Wacker Dr., 9th Fl. Chicago, IL 60601 emeyers@mcgpc.com</p>	<p>Notice to Defendants:</p> <p>Tiffany Cheung MORRISON & FOERSTER, LLP 425 Market Street San Francisco, CA 94105 TCheung@mofocom</p> <p>Katie Viggiani MORRISON & FOERSTER, LLP 250 West 55th Street New York, NY 10019 kviggiani@mofocom</p>
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The notice recipients and addresses designated above may be changed by written notice pursuant to this Section.

13.10 **Modification or amendment.** Except as otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by the Parties' counsel.

13.11 **Continuing jurisdiction.** Any and all disputes arising from or related to the Settlement must be brought by the Parties, Class Counsel, Defendants' Counsel, and/or each member of the Settlement Class, exclusively in the Court. The Parties, Class Counsel, Defendants' Counsel, and each member of the Settlement Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to the Settlement or this Agreement.

Date: May 30, 2024

DARIO DZANANOVIC

By: _____
Dario Dzananovic

13.9 **Notices.** Any notice provided in connection with the Agreement or other document to be given by any Party to any other Party shall be in writing and (i) delivered personally or by registered or certified mail, postage prepaid, to the appropriate address(es) set forth immediately below, or to other contact points as the Parties may identify by notice given in accordance with this Section; and also (ii) transmitted by email to the appropriate email address(es) set forth immediately below.

Notice to Class Counsel:	Notice to Defendants:
Katrina Carroll LYNCH CARPENTER LLP 111 W. Washington Street, Suite 240 Chicago, IL 60602 katrina@lcllp.com	Tiffany Cheung MORRISON & FOERSTER, LLP 425 Market Street San Francisco, CA 94105 Tcheung@mofo.com
Jonathan M. Jagher FREED KANNER LONDON & MILLEN, LLC 923 Fayette Street Conshohocken, PA 19428 jjagher@fklmlaw.com	Katie Viggiani MORRISON & FOERSTER, LLP 250 West 55 th Street New York, NY 10019 kviggiani@mofo.com
Evan M. Meyers MCGUIRE LAW, PC 55 Wacker Dr., 9th Fl. Chicago, IL 60601 emeyers@mcgpc.com	

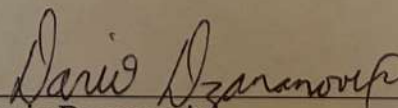
The notice recipients and addresses designated above may be changed by written notice pursuant to this Section.

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13.11 **Continuing jurisdiction.** Any and all disputes arising from or related to the Settlement must be brought by the Parties, Class Counsel, Defendants' Counsel, and/or each member of the Settlement Class, exclusively in the Court. The Parties, Class Counsel, Defendants' Counsel, and each member of the Settlement Class hereby irrevocably submit to the exclusive and continuing jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to the Settlement or this Agreement.

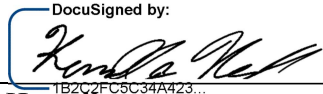
Date: May 30, 2024

DARIO DZANANOVIC

By: 
Dario Dzananovic

Date: May 30, 2024

KEMELLE HOWELL

By: 
Kemelle Howell

Date: May 30, 2024

BADDOO TRADING LIMITED, BUMBLE TRADING LLC

By: _____
Elizabeth Monteleone
Acting General Counsel

APPROVED AS TO FORM:

Date: May 30, 2024

By: _____
Katrina Carroll
Lynch Carpenter LLP
Attorneys for Plaintiffs and the Settlement Class

Date: May 30, 2024

By: _____
Jonathan M. Jagher
Freed Kanner London & Millen, LLC
Attorneys for Plaintiffs and the Settlement Class

Date: May 30, 2024

By: _____
Evan M. Meyers
McGuire Law, PC
Attorneys for Plaintiffs and the Settlement Class

Date: May 30, 2024

By: _____
Tiffany Cheung
Morrison Foerster LLP
Attorneys for Defendants

Date: May 30, 2024

KEMELLE HOWELL

By: _____
Kemelle Howell

Date: May 30, 2024

**BADDO TRADING LIMITED, BUMBLE
TRADING LLC**



By: _____
Elizabeth Monteleone
Acting General Counsel

APPROVED AS TO FORM:

Date: May 30, 2024

By: _____
Katrina Carroll
Lynch Carpenter LLP
*Attorneys for Plaintiffs and the Settlement
Class*

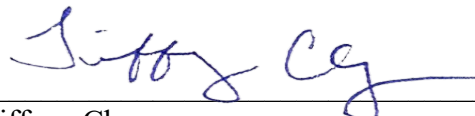
Date: May 30, 2024

By: _____
Jonathan M. Jagher
Freed Kanner London & Millen, LLC
*Attorneys for Plaintiffs and the Settlement
Class*

Date: May 30, 2024

By: _____
Evan M. Meyers
McGuire Law, PC
*Attorneys for Plaintiffs and the Settlement
Class*

Date: May 30, 2024

By: _____

Tiffany Cheung
Morrison Foerster LLP
Attorneys for Defendants

Date: May 30, 2024

KEMELLE HOWELL

By: _____
Kemelle Howell


Date: May 30, 2024

**BADDO TRADING LIMITED, BUMBLE
TRADING LLC**

By: _____
Elizabeth Monteleone
Acting General Counsel


APPROVED AS TO FORM:

Date: May 30, 2024

By: 


Katrina Carroll
Lynch Carpenter LLP
*Attorneys for Plaintiffs and the Settlement
Class*

Date: May 30, 2024

By: 

Jonathan M. Jagher
Freed Kanner London & Millen, LLC
*Attorneys for Plaintiffs and the Settlement
Class*

Date: May 30, 2024

By: 

Evan M. Meyers (May 30, 2024 17:40 CDT)
Evan M. Meyers
McGuire Law, PC
*Attorneys for Plaintiffs and the Settlement
Class*

Date: May 30, 2024

By: _____
Tiffany Cheung
Morrison Foerster LLP
Attorneys for Defendants

Exhibit A

BUMBLE AND BADOO DATING APP CLASS ACTION CLAIM FORM

Howell et al. v. Bumble Trading L.L.C. et al., No. 2021-L-307 (Cir. Ct. Winnebago Cnty. Ill.)
Circuit Court of Winnebago County, Illinois

This Claim Form must be postmarked no later than [date].

By timely submitting this Claim Form, you may be eligible to receive the benefit identified in the Notice and the Settlement. **If you also submit a request for exclusion (in other words, if you ask to “opt out” of the Settlement Class), this Claim Form will be deemed invalid.**

CLAIM FORM INSTRUCTIONS

IMPORTANT: Please read the instructions below before completing this Claim Form.

You may complete and submit this Claim Form online at www.HowellBIPASettlement.com or you may complete this Claim Form to mail in. You may only submit one Claim Form via one method of your choosing.

To be valid, your Claim Form must be complete, accurate, and timely. Your Claim Form must also include a completed attestation regarding the accuracy of the information submitted. Your Claim Form may be rejected by the Settlement Administrator if any of these conditions is not met.

If you fail to submit your Claim Form by **[date]**, your claim will be rejected, and you will be deemed to have waived all rights to receive a class benefit under the settlement.

PROOF OF MEMBERSHIP IN SETTLEMENT CLASS & ATTESTATION

Confirm the truth of your claim.

By signing below and submitting this Claim Form, I hereby declare under penalty of perjury that I am the person identified on the Claim Form, all of the information I will provide on this Claim Form is true and accurate, I have not submitted more than one Claim Form related to this Settlement, and I have not agreed, in any other matter or proceeding, to release claims otherwise covered by the Settlement.

I understand that the Settlement Administrator and the Parties have the right to verify the accuracy of any information I provide, and that the Court may ultimately determine I am not entitled to receive the requested Class Benefit.

Signed

Dated

A. APP USER INFORMATION

Please provide the information below.

- **Item A:** Provide your Unique ID from any email or postcard notice you received notifying you about the Settlement.
- **Item B:** Provide your full legal name.
- **Item C:**
 - B1: Provide your Bumble username(s), if any.
 - B2: Provide your Badoo username(s), if any.
- **Item D:**
 - C1: Provide the email address(es) associated with your Bumble account(s).
 - C2: Provide the email address(es) associated with your Badoo account(s).
- **Item E:**
 - D1: Provide the phone number(s) associated with Bumble account(s).
 - D2: Provide the phone number(s) associated with Badoo account(s).
- **Item F:**
 - By checking this box, I confirm that I used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 and December 31, 2021. [unchecked box for claimant to check]

B. ADDRESS INFORMATION

Please provide current contact information below.

Home Street Address _____
City, State, ZIP Code _____
Telephone Number _____
Email Address _____

your monetary cash benefit.

C. MANNER OF TRANSMISSION OF CLASS BENEFIT

If your Claim Form is valid, signed, and timely, you will receive a cash benefit via Venmo or PayPal, unless you request a paper check.

Please select **one** of the following payment options:

[unchecked box for claimant to check] **Venmo:** Enter mobile number associated with your Venmo account: ____ - ____ - ____.

[unchecked box for claimant to check] **PayPal:** Enter your PayPal email address:
_____.

[unchecked box for claimant to check] **Physical Check:** Payment by check sent via U.S. mail to the address listed in **Section C**.

Please be patient. The Settlement Administrator will not be able to send you your monetary cash benefit until after your Claim Form has been processed and Court proceedings are completed.

CLAIM FORM MUST BE COMPLETED, SIGNED, AND SUBMITTED TO THE SETTLEMENT ADMINISTRATOR BY [DATE], EITHER ONLINE (www.HowellBIPASettlement.com) OR MAILED TO THE ADDRESS BELOW

Settlement Administrator

[address]

[address]

All information submitted in support of your claim is subject to investigation and verification by the Settlement Administrator.

If you have any questions about this lawsuit, your rights, or completing the Claim Form, you may contact the Settlement Administrator by email (EMAIL) or telephone (877-763-0944).

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR DEFENDANTS TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS. THEY ARE NOT PERMITTED TO ANSWER YOUR QUESTIONS.

Exhibit B

To: [Email Address]
From: [Administrator Address]
Subject: Bumble and Badoo Class Action Settlement

The Circuit Court of Winnebago County, Illinois approved this notice.

If you used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 through December 31, 2021, a proposed class action settlement may affect your rights.

This lawsuit involves the Bumble and Badoo dating apps. The lawsuit alleges that the apps violated Illinois's Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* ("BIPA"), in connection with user photographs uploaded to the apps. Bumble and Badoo ("Defendants") deny all the allegations made in the lawsuit and do not make any admission of guilt or wrongdoing by entering into the Settlement.

Who's included? You are a member of the Settlement Class if you used the Bumble or Badoo apps while a resident of, or located in, the State of Illinois between November 1, 2016 through December 31, 2021. **You must submit a Claim Form to receive a cash benefit.**

What does the Settlement provide? If the Court approves the Settlement, Defendants have agreed to create a \$40 Million Settlement Fund to pay Valid Claims, settlement administration expenses, attorneys' fees and expenses, and Class Representative Service Awards. Each Settlement Class Member who submits a timely, valid Claim Form may receive a *pro rata* portion of the Net Settlement Fund. The per-person payment to each Valid Claimant depends on certain unknown factors, including the number of Claim Forms submitted. Defendants have also agreed to delete any previously-collected biometric information and/or biometric identifiers of the Settlement Class that were obtained during the photo verification or content moderation process (if any) and that, subject to any changes in relevant authority, Defendants will continue to comply with BIPA to the extent that they collect data that falls within the scope of the statute. Class Counsel will apply to the Court seeking 35 percent of the Settlement Fund as payment for reasonable attorneys' fees, plus expenses in an amount as may be approved by the Court, and expenses, and the Class Representatives will apply for \$5,000 each in Service Awards for their time and effort expended in serving the Settlement Class. Class Counsel's motion for fees and expenses, as well as the Class Representatives' application for service awards, will be available at www.HowellBIPASettlement.com once they have been filed.

How do you get a payment? **You must submit a Claim Form to receive a payment.** To be valid, your Claim Form must be complete, accurate, and submitted no later than [date]. Settlement Class Members can file a Claim Form online at www.HowellBIPASettlement.com, or visit the website and download a Claim Form and submit it mail. Visit www.HowellBIPASettlement.com for more information on filing your claim.

Your Claim Form must also include a completed attestation regarding the accuracy of the information submitted and the requested information about your account, including: (i) your full legal name; (ii) any Bumble or Badoo username; and (iii) any email address and phone number associated with your Bumble or Badoo account. You will also need to provide your **Unique ID**

[insert] and information for payment by Venmo, PayPal, or check sufficient to issue any cash benefit to which you are entitled.

What are your other options? You can do nothing, exclude yourself, or object to the Settlement. If you do nothing, you will be legally bound by the Settlement, and you won't receive a payment. If you do not want to be bound by the Settlement, you must exclude yourself following the instructions at www.HowellBIPASettlement.com by [date]. If you do not exclude yourself, you may object to the Settlement by [date].

For more information about the Settlement, how to make a claim, exclude yourself, object, or attend the Final Approval Hearing, please visit the website, www.HowellBIPASettlement.com, or call the toll-free number 877-763-0944.

To unsubscribe from this list, please click on the following link: [hyperlink]

Exhibit C

[Address]
[Address]
[Address]
[Address]

**Important Notice
About a Class Action
Lawsuit**

**If you used the
Bumble or Badoo
dating apps between
November 1, 2016
through December
31, 2021, a proposed
class action
settlement may affect
your rights.**

Unique ID:

Important Notice About a Class Action Lawsuit

<<Barcode>>

<<Mail ID>>

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip»

«Country»

This lawsuit involves the Bumble and Badoo dating apps. The lawsuit alleges that the apps violated Illinois's Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* ("BIPA"), in connection with user photographs uploaded to the apps. Bumble and Badoo ("Defendants") deny all the allegations made in the lawsuit and do not make any admission of guilt or wrongdoing by entering into the Settlement.

Who's included? You are a member of the Settlement Class if you used the Bumble or Badoo apps while a resident of, or located in, the State of Illinois between November 1, 2016 through December 31, 2021. **You must submit a Claim Form to receive a cash benefit.**

What does the Settlement provide? If the Court approves the Settlement, Defendants have agreed to create a \$40 Million Settlement Fund to pay Valid Claims, settlement administration expenses, attorneys' fees, and expenses, and Class Representative Service Awards. Each Settlement Class Member who submits a timely, valid Claim Form may receive a *pro rata* portion of the Net Settlement Fund. The per-person payment to each Valid Claimant depends on certain unknown factors, including the number of valid Claim Forms submitted. Defendants have also agreed to delete any previously-collected biometric information and/or biometric identifiers of the Settlement Class that were obtained during the photo verification or content moderation process (if any) and that, subject to any changes in relevant authority, Defendants will continue to comply with BIPA to the extent that they collect data that falls within the scope of the statute. Class Counsel will apply to the Court seeking 35 percent of the Settlement Fund as payment for reasonable attorneys' fees, plus expenses in an amount as may be approved by the Court, and the Class Representatives will apply for \$5,000 each in Service Awards for their time and effort expended in serving the Class. Class Counsel's motion for fees and expenses, as well as the Class Representatives' application for service awards, will be available at www.HowellBIPASettlement.com once they have been filed.

How do you get a payment? You must submit a Claim Form to receive a payment. To be valid, your Claim Form must be complete, accurate, and submitted no later than [date]. Settlement Class Members can file a Claim Form online at www.HowellBIPASettlement.com, or visit that website and download a Claim Form and submit it by mail. Visit www.HowellBIPASettlement.com for more information. Your Claim Form must also include a completed penalty of perjury attestation regarding the accuracy of the information submitted and the requested information about your account, including: (i) your full legal name; (ii) any Bumble or Badoo username; and (iii) any email address and phone number associated with your Bumble or Badoo account.

What are your other options? You can do nothing, exclude yourself, or object to the Settlement. If you do nothing, you will be legally bound by the Settlement, and you won't receive a payment. If you do not want to be bound by the Settlement, you must exclude yourself following the instructions at www.HowellBIPASettlement.com by [date]. If you do not exclude yourself, you may object to the Settlement by [date].

For more information about the Settlement, how to make a claim, exclude yourself, object, or attend the Final Approval Hearing, please visit the website, www.HowellBIPASettlement.com, or call the toll-free number 877-763-0944.

Exhibit D

If you used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 through December 31, 2021, a proposed class action settlement may affect your rights.

An Illinois State Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

A settlement has been reached in a class action lawsuit called *Howell et al. v. Bumble Trading L.L.C. et al.*, No. 2021-L-307 (Cir. Ct. Winnebago Cnty. Ill.), pending in the Circuit Court of Winnebago County, Illinois. This lawsuit involves the Bumble and Badoo dating apps. The lawsuit alleges that the apps violated Illinois’s Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”), in connection with user photographs uploaded to the apps. Bumble and Badoo (“Defendants”) deny all the allegations made in the lawsuit and do not make any admission of guilt or wrongdoing by entering into the Settlement.

You are included in the Settlement Class if you used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 and December 31, 2021. See Section 5 below for a list of individuals excluded from the Settlement Class.

If the Court approves the Settlement, Defendants will pay \$40 Million into a Settlement Fund, which will be used to pay Valid Claims, settlement administration expenses, attorneys’ fees and expenses, and Class Representative Service Awards. Settlement Class Members may each submit one claim to receive a cash benefit from the settlement fund (“Class Benefit”) as explained in more detail below. **You must submit a Valid Claim proving eligibility to receive a Class Benefit.** The Claim Form can be completed or downloaded at www.HowellBIPASettlement.com or you can request a copy by calling 877-763-0944.

Please carefully read this notice, which has been approved by the Circuit Court of Winnebago County, Illinois. Whether you act or not, your legal rights as a member of the Settlement Class are affected by the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM AND PARTICIPATE IN THE SETTLEMENT	Submit the Claim Form on or before [date] . See Section 7 below for more information on how to submit a Claim Form. <i>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.</i> By receiving this benefit, you will give up rights and be bound by the Settlement.

EXCLUDE YOURSELF	You will receive no payment, but you will retain any right you currently have to sue Defendants about the issues covered by the Settlement. This is the only option that allows you to keep your right to bring any other claim against Defendants released by the Settlement. See Sections 13-16 for more information about how to exclude yourself. The deadline to exclude yourself is [date] .
OBJECT	Write to the Court explaining why you don't like the Settlement. See Section 17 for more information about how to object. The deadline to object is [date] .
ATTEND THE FINAL APPROVAL HEARING	If you object, you may also ask to speak in Court about the fairness of the Settlement. See Section 21 for more information.
DO NOTHING	If you do nothing, you will <u>not</u> receive anything from the Settlement. You will be bound by the terms of the Settlement, and you won't be able to sue Defendants in a future lawsuit about any claim released by the Settlement. <i>Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.</i>

These rights and options—**and the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. If approval is denied, is reversed on appeal, or does not become final, the case will continue, and no payments will be made. Please be patient.

BASIC INFORMATION

1. Why was this notice issued?

The Court authorized this notice to let you know about a proposed class action settlement involving Defendants. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Ronald A. Barch of the Circuit Court of Winnebago County, Illinois is overseeing this case. The case is known as *Howell et al. v. Bumble Trading L.L.C. et al.*, No. 2021-L-307 (Cir. Ct. Winnebago Cnty. Ill.). The people who sued are called Plaintiffs or Class Representatives. The companies they sued—Badoo Trading Limited and Bumble Trading L.L.C.—are called the Defendants.

2. What is a class action lawsuit?

In a class action, one or more people called Plaintiffs or Class Representatives sue on behalf of a group of people who have similar claims. In this case, these people together are called a Settlement Class. In a class action settlement, the Court resolves the issues for all members of the Settlement Class, except for those who exclude themselves from the Settlement Class. People who do not exclude

themselves are called Settlement Class Members. After the parties reached an agreement to settle this case, the Court recognized it as a case that may be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

This lawsuit involves the Bumble and Badoo dating apps. The lawsuit alleges that the apps violated Illinois's Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* ("BIPA"), in connection with user photographs uploaded to the apps. Bumble and Badoo deny all the allegations made in the lawsuit and do not make any admission of guilt or wrongdoing by entering into the Settlement. A copy of the Complaint in the lawsuit can be found at the Settlement Website, www.HowellBIPASettlement.com.

4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or the Defendants should win this case. Instead, both sides agreed to a settlement. The Class Representatives and their attorneys ("Class Counsel") believe that the Settlement is in the best interests of the Settlement Class.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Settlement Class includes all individuals who used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 through December 31, 2021.

Excluded from the Settlement Class are (i) Defendants; (ii) Defendants' parents, subsidiaries, affiliates, officers, directors, investors, and employees; (iii) any entity in which Defendants have a controlling interest; (iv) any individual who, in any other matter or proceeding, has agreed to release claims otherwise covered by the Settlement before [insert date for the Claim Form deadline]; and (v) any judge presiding over the pending lawsuit, the judge's staff, and the members of the judge's immediate family.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

As part of the Settlement, Defendants have agreed to pay \$40 Million into a fund to pay each Settlement Class Member who submits a Valid Claim, as well as any court approved attorneys' fees and expenses, Service Awards to Class Representatives, and notice and settlement administration costs. Each Settlement Class Member who submits a timely, Valid Claim may receive a *pro rata* portion of the Net Settlement Fund. The per-person payment to each Valid Claimant depends on certain unknown factors, including the number of valid Claim Forms submitted. As part of the Settlement, Defendants have agreed to delete any previously-collected biometric information and/or biometric identifiers of the Settlement Class that were obtained during the photo verification or content moderation process (if any) and that, subject to any changes in relevant authority, Defendants will continue to comply with BIPA to the extent that they collect data that falls within the scope of the statute. Class Counsel will apply to the Court seeking 35 percent of the Settlement Fund as payment

for reasonable attorneys' fees, plus expenses in an amount as may be approved by the Court, and expenses, and the Class Representatives will apply for \$5,000 each in Service Awards for their time and effort expended in serving the Class. Class Counsel's motion for fees and expenses, as well as the Class Representatives' application for service awards, will be available at www.HowellBIPASettlement.com once they have been filed.

HOW TO GET BENEFITS

7. How do I make a claim?

To file a claim, go to www.HowellBIPASettlement.com or call 877-763-0944 to ask for a Claim Form. Instructions on how to submit your claim will be on the Claim Form. You can submit your Claim Form through the Settlement Website, print and submit it via mail, or request that a paper copy be sent to you for submission by mail.

To be valid, your Claim Form must be complete, accurate, and submitted no later than **[date]** via the methods specified on the Claim Form. The Claim Form will require a claiming Settlement Class Member to provide the following information: (i) full legal name; (ii) any Bumble or Badoo username; (iii) any email address and phone number associated with your Bumble or Badoo account; (iv) personal attestation confirming that the Class Member satisfies the eligibility requirements to be a Class Member; (v) Venmo or PayPal information or information for payment by check sufficient for the Settlement Administrator to issue your monetary cash benefit to you; and (vi) a statement under penalty of perjury that the Class Member has not submitted more than one claim and that the information the Class Member submits is correct. The claiming Settlement Class Member should also have the Claim Number from the postcard or email notice they received to enter on the Claim Form.

8. When will I get my payment?

The Court will hold a hearing on [date] at [time], to decide whether to approve the Settlement. The Court may move the Final Approval Hearing to a different date or time without providing further Notice to the Settlement Class, but you may confirm the date and time of the hearing at www.HowellBIPASettlement.com. More information on the Final Approval Hearing is below in response to Question No. 19.

If the Settlement is approved, there may be appeals. The appeal process can take time. If there is no appeal, your Class Benefit will be processed promptly. Please be patient.

Updates regarding the Settlement and when payments will be made will be posted at www.HowellBIPASettlement.com.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed lawyers Katrina Carroll of Lynch Carpenter LLP, Jonathan M. Jagher of Freed Kanner London & Millen, LLC, and Evan M. Meyers of McGuire Law, P.C. as the attorneys to represent you and other members of the Settlement Class. These attorneys are called "Class Counsel." You will not be charged for these lawyers.

In addition, the Court appointed Plaintiffs Dario Dzananovic and Kemelle Howell to serve as the Class Representatives. They are members of the Settlement Class like you. Class Counsel's contact information is as follows:

Katrina Carroll
LYNCH CARPENTER LLP
111 W. Washington Street, Suite 240
Chicago, IL 60602
katrina@lcllp.com

Jonathan M. Jagher
FREED KANNER LONDON & MILLEN, LLC
923 Fayette Street
Conshohocken, PA 19428
jjagher@fkmlaw.com

Evan M. Meyers
MCGUIRE LAW, PC
55 Wacker Dr., 9th Fl.
Chicago, IL 60601
emeyers@mcgpc.com

10. Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel is working on your behalf at no additional cost to you. If you want your own lawyer, you will have to pay that lawyer. For example, you can ask your lawyer to appear in court for you at your own expense if you want someone other than Class Counsel to represent you.

11. How will the lawyers be paid?

Class Counsel will apply to the Court seeking 35 percent of the Settlement Fund as payment of any reasonable attorneys' fees, plus expenses in an amount as may be approved by the Court, and the Class Representatives will apply for \$5,000 each in service awards for their time and effort expended in serving the Class. These amounts will be paid from the Settlement Fund, if approved by the Court. Class Counsel's motion for fees and expenses, as well as the Class Representatives' application for Service Awards, will be available at www.HowellBIPASettlement.com once they have been filed. The Court may award less than the amounts requested by Class Counsel and Plaintiffs, and any money not awarded from these requests will stay in the Settlement fund to pay Settlement Class Members, subject to the terms of the Settlement Agreement.

YOUR RIGHTS AND OPTIONS

12. What happens if I do nothing?

If you do nothing, you will not receive anything from the Settlement, and you will be legally bound by all orders and judgments of the Court. Unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against Defendants for any claim released by the Settlement. *Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.*

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you can't claim the monetary Class Benefit from the Settlement. You will not be bound by any orders and judgments of the Court. You will be able to start a lawsuit or be part of another lawsuit against Defendants for claims released by the Settlement.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement up until [date]. To request an exclusion, you must complete, sign, and mail or email to the Settlement Administrator a signed request for exclusion, using a form available on the Settlement Website, www.HowellBIPASettlement.com. You must personally sign the exclusion request form under penalty of perjury. So-called "mass" or "class" opt-outs shall not be allowed. You will also be required to provide: (i) the name of the action; (ii) your full name, mailing address, username, email address, and telephone number associated with your Bumble or Badoo account, if any; (iii) a specific statement of your intention to be excluded from the Settlement; and (iv) the identity of your counsel, if represented. Defendants will have the right to challenge the timeliness and validity of any request for exclusion that you submit.

You must submit your exclusion request by email to [administrator email address] by [date], or mail your exclusion request postmarked no later than **[date]** to:

Howell v. Bumble Trading L.L.C.
[Address]

You cannot exclude yourself via phone or fax.

15. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue or continue to sue Defendants for any claim regarding the subject matter of the claims in this case.

That means that Defendants, their respective current and former owners, parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities of any nature whatsoever, whether direct or indirect, as well as each of Defendants' and these entities' respective predecessors, successors, and assigns, licensees, representatives, assigns, trustees, transferees, fulfillers, service providers, vendors, purchasers, users, and vendees, all other persons, entities, and corporations acting on their behalf, and any of their current and former directors, officers, employees, principals, agents, advisors, consultants, partners, contractors, insurers, reinsurers, and subrogees, shareholders, and attorneys and including, without limitation, any person related to any such entity or person who is, was, or could have been named as a defendant in this lawsuit from any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including, without limitation, claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims, as of the execution date of the Settlement that have been or could have been asserted in this lawsuit, or that relate to the collection, capture, storage, use, profit from, possession, disclosure, or dissemination of users' personal data, including biometric identifiers or

biometric information.

16. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you give up the right to receive any Class Benefit from the Settlement. Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.

17. How do I object to the Settlement?

If you are a member of the Settlement Class and you do not exclude yourself, you can object to the Settlement if you don't like any part of it. You can also object to Class Counsel's request for attorneys' fees and expenses and/or to the service awards for the Class Representatives. The Court will consider your views.

Your objection and supporting papers must be in writing and must include: (i) a caption or title that identifies it as "Objection to Class settlement in *Howell et al. v. Bumble Trading L.L.C. et al.*, No. 2021-L-307 (Cir. Ct. Winnebago Cnty. Ill.)"; (ii) your name, address, email address, telephone number, and Bumble or Badoo username, if any; (iii) all grounds for the objection, with any factual and legal support for each stated ground; (iv) the identity of any witnesses you may call to testify; (v) copies of any exhibits that you intend to introduce into evidence at the Final Approval Hearing; (vi) a statement identifying your counsel if you are represented by counsel; (v) a statement of whether you intend to appear at the Final Approval Hearing with or without counsel; (vi) your (and your attorney's) signature on the written objection; (vii) and a declaration under penalty of perjury that the information you and your counsel provide is true and correct.

To be timely, the objection must (a) be submitted to the Court either by filing it in person at the Circuit Court of Winnebago County, Illinois or by mailing it to 400 West State St., Rockford, IL 61101, and (b) be filed or postmarked on or before **[date]**.

If you do not timely submit a written objection in accordance with these requirements, you will give up any and all rights you may have to object, appear, present witness testimony, and/or submit evidence; be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing; be precluded from seeking review of the Settlement or Settlement Agreement by appeal or other means; and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the lawsuit.

Class Counsel will file with the Court and post on the Settlement Website its request for attorneys' fees and expenses and service awards on **[date]**.

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class (i.e., you don't exclude yourself from the Settlement). Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court hold the Final Approval Hearing on the fairness of the Settlement?

The Final Approval Hearing will be held on [date], at [time], in Courtroom 426 of the Winnebago County Courthouse, located at 400 West State St., Rockford, IL 61101, or by other remote access as determined by the Court. At the Final Approval Hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses and the Service Awards to the Class Representatives.

The date and time of the Final Approval Hearing, as well as whether the hearing will be conducted in person or by remote access, are subject to change by Court order. Any changes will be posted on the Settlement Website (www.HowellBIPASettlement.com) or available through the Court's records.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to court to talk about it. As long as your written objection was submitted to the Court on time and meets the other criteria described above, the Court will consider it. You may also pay another lawyer to attend, but you don't have to.

21. May I speak at the Final Approval Hearing?

If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement by including the request to speak in your objection by following the instructions in response to Question 17.

GETTING MORE INFORMATION

22. Where can I get additional information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.HowellBIPASettlement.com or contact Class Counsel (see response to Question No. 9 above).

You may also access court records relating to the case on the Court docket, or by visiting the Winnebago County Clerk of the Circuit Court, between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

More information about the Settlement is available at www.HowellBIPASettlement.com, toll-free at **877-763-0944**, or by contacting Class Counsel.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR DEFENDANTS TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS.

Exhibit E

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
WINNEBAGO COUNTY, ILLINOIS**

DARIO DZANANOVIC and KEMELLE)
HOWELL, individually and on behalf of)
all others similarly situated,)

Plaintiffs,)

v.)

BADDOO TRADING LIMITED, a United)
Kingdom company; and BUMBLE)
TRADING L.L.C., a Delaware limited)
liability corporation,)

Defendants.)

No. 2021-L-307

Hon. Ronald A. Barch

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”), the Court having reviewed in detail and considered the Motion, the Settlement Agreement and Release (“Settlement Agreement”) between Dario Dzananovic and Kemelle Howell (“Plaintiffs”) and Badoo Trading Limited and Bumble Trading L.L.C. (“Defendants,” collectively with Plaintiffs, the “Parties”), and all other papers that have been filed with the Court related to the Settlement Agreement, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under 735 ILCS 5/2-801 – including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims – have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to 735 ILCS 5/2-801, and for the purposes of settlement only, the following Settlement Class:

All individuals who used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 through December 31, 2021. Excluded from the Settlement Class are (i) Defendants; (ii) Defendants' parents, subsidiaries, affiliates, officers, directors, investors, and employees; (iii) any entity in which Defendants have a controlling interest; (iv) any individual who would otherwise be included in the Settlement Class, but has agreed, in another proceeding, to release claims covered by this Settlement prior to the Claim Form deadline identified in Section 4.4 of the Settlement Agreement; and (v) any judge presiding over this Action, their staff, and the members of the judge's immediate family.

5. For settlement purposes only, Plaintiffs are designated and appointed as Settlement Class Representatives.

6. For settlement purposes only, the following counsel are designated and appointed as Class Counsel: Jonathan M. Jagher of Freed Kanner London & Millen LLC; Evan M. Meyers of McGuire Law, P.C.; and Katrina Carroll of Lynch Carpenter, LLP.

7. The Court recognizes that, pursuant to the Settlement Agreement, Defendants retain all rights to object to the propriety of class certification in the litigation in all other contexts and for all other purposes should the Settlement Agreement not be finally approved. Therefore, as more fully set forth below, if the settlement is not finally approved, and litigation resumes, this Court's

preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

8. The Court approves, in form and content, the Claim Form and forms of Notice attached to the Settlement Agreement as Exhibits A-D, and finds that they meet the requirements of 735 ILCS 5/2-803 and satisfy due process.

9. The Court finds that the planned Notice set forth in the Settlement Agreement meets the requirements of 735 ILCS 5/2-803 and constitutes the best notice practicable under the circumstances, where Settlement Class Members submitted email addresses to Defendants and therefore may be readily ascertained by Defendants' records, and satisfies fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways that are appropriate to update those documents for purposes of accuracy or formatting for publication.

10. Epiq Class Action & Claims Solutions, Inc. is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Notice as set forth in the Settlement Agreement.

12. Settlement Class Members shall be bound by all determinations and orders pertaining to the settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion

from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against any Released Party relating to the claims released under the terms of the Settlement Agreement.

13. Within 21 days of entry of this Order, Defendants shall transfer to Settlement Administrator all Settlement Class Member data sufficient to carry out Notice.

14. Any person falling within the definition of the Settlement Class may, upon a valid and timely request, exclude themselves or “opt out” from the Settlement Class. Any such person may do so if, on or before the Objection/Exclusion Deadline, 60 days after the Notice Date, they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any members of the Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

15. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

16. Any person in the Settlement Class who elects to be excluded shall not: (a) be bound by any orders or the Final Approval Order; (b) be entitled to relief under the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to any aspect of the Settlement Agreement.

17. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the attorneys’ fees and expenses that Class Counsel intends to seek and the payment of the Service Awards to the Class Representative, may do so, either personally or through an

attorney, by filing a written objection, together with the supporting documentation set forth in Paragraph 18 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than 60 days after the Notice Date.

18. Any Settlement Class Member who intends to object to the settlement must file with the Court a written statement that includes: a caption or title that identifies it as an Objection to Class Settlement in the Action; the Settlement Class Member's name, address, email address, telephone number, and Bumble or Badoo username, if any; all grounds for the objection, with any factual and legal support for each stated ground; the identity of any witnesses the Settlement Class Member may call to testify; copies of any exhibits that the Settlement Class Member intends to introduce into evidence at the Final Approval Hearing; a statement identifying their counsel if they are represented by counsel, including former or current counsel who may be entitled to compensation for any reason related to the objection, along with a statement of the number of times in which that counsel has objected to a class action settlement within five years preceding the submission of the objection and the caption of the case for each prior objection, and a copy of any relevant orders addressing the objection; a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing with or without counsel; and the objector's (and the objector's attorney's) signature on the written objection; and a declaration under penalty of perjury that the information provided by the objector and objector's counsel is true and correct. To be timely, the Objection must (a) be submitted to the Court either by filing it in person at the Seventeenth Judicial Circuit for Winnebago County or by mailing it to the Clerk of the Court for filing, and (b) be filed or postmarked within sixty (60) days after the Notice Date. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the

settlement, to the fairness, reasonableness, or adequacy of the settlement, to the payment of attorneys' fees and expenses, to the payment of any Service Award, and to the Final Approval Order and the right to appeal the same.

19. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement Agreement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, Settlement Class Members or their attorneys wishing to make an appearance at any hearing relating to this Settlement Agreement are required to deliver to Class Counsel and Defendants' counsel, and file with the Court, no later than 21 days before the date of the hearing at which they plan to appear, a notice of their intention to appear at that hearing. Further, if a Settlement Class Member hires an attorney other than Class Counsel to represent them, the attorney must (i) file a notice of appearance with the Court no later than the Exclusion and Objection Deadline, and (ii) deliver a copy of the notice of appearance on Class Counsel and Defendants' counsel, no later than the Exclusion and Objection Deadline.

20. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

21. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement Agreement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit with respect to the Released Claims against the Released Parties.

22. The Final Approval Hearing shall be held before the Court on **October 16, 2024 at 9:00 a.m. in Courtroom 426** of the Circuit Court of Winnebago County, Illinois (or at such other time and location as the Court may without further notice direct) for the following purposes:

- a. to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- b. to determine whether the Settlement Agreement is fair, reasonable, and adequate, and should be approved by the Court;
- c. to determine whether the final order as provided under the Settlement Agreement should be entered including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;
- d. to consider the application for an award of attorneys' fees and expenses of Class Counsel;
- e. to consider the application for Service Awards to the Class Representatives;
- f. to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
- g. to rule upon such other matters as the Court may deem appropriate.

23. Class Counsel shall file their request for the Attorneys' Fee and Expense Payment and Class Representatives shall file their request for Service Awards with the Court no later than 21 days prior to the Objection/Exclusion Deadline.

24. Papers in support of final approval of the Settlement Agreement shall be filed with the Court no later than 14 days prior to the Final Approval Hearing.

25. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a final order approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

26. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

27. The Court will have continuing jurisdiction over the Action for the purpose of implementing the settlement until the Action and all related matters are fully resolved, and for enforcement of the settlement, the Settlement Agreement, and Final Order thereafter.

28. All discovery and other proceedings in the Action as between Plaintiffs and Defendants are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

29. The Parties to the Settlement Agreement are directed to carry out their obligations under the terms thereof.

30. In accordance with the provisions of the Settlement Agreement specifying the procedures for settlement administration and payment to Class Members, the Court enumerates below the following deadlines:

Event	Reference Timeframe
Defendants to transfer to Settlement Administrator all data sufficient to carry out Notice	Within 21 days after the Court issues the Preliminary Approval Order
Notice Date	45 days after the Court issues the Preliminary Approval Order

Deadline to file Request for Attorneys' Fee and Expense Payment and Class Representatives request for Service Awards	At least 21 days prior to the Exclusion and Objection Deadline
Deadline to submit Claim Form, Objection, and Request for Exclusion	Within 60 days following the Notice Date
Deadline to file response to Objection and to file Final Approval Motion	No later than 21 days after the Exclusion and Objection Deadline
Deadline to file papers in support of final approval of the Settlement Agreement	No later than 14 days prior to Final Approval Hearing
Final Approval Hearing	

Approved and so ordered.

Date

Judge Ronald A. Barch

Exhibit F

**REQUEST FOR EXCLUSION FROM
BUMBLE AND Badoo DATING APP CLASS ACTION SETTLEMENT**

Howell et al. v. Bumble Trading L.L.C. et al., No. 2021-L-307 (Cir. Ct. Winnebago Cnty. Ill.)
Circuit Court of Winnebago County, Illinois

THIS IS NOT A CLAIM FORM

If you do not wish to be a part of the class action settlement, you must complete, personally sign, and return this Request for Exclusion to the address below no later than [date].

[Name]

Attn: Exclusion Request

[Street Address]

[City, State Zip]

or

[Administrator Email Address]

I. STATEMENT REQUESTING EXCLUSION AND SIGNATURE

I do not want to be included in the settlement of the class action referenced above and I request to be excluded. By excluding myself, I understand that I am giving up my right to receive any cash benefit under the settlement and that I will not be bound by the terms of the settlement. Further, **by signing below, I hereby declare under penalty of perjury that I am the person identified on the Request, and that all of the information provided on this Request is true and accurate.** I understand that the Settlement Administrator and the Parties have the right to verify the accuracy of any information I provide.

Your Signature

Date: MM DD YYY

II. IDENTIFYING INFORMATION

Legal Name (First, Middle, Last): _____

Current Mailing Address, City, State, Zip: _____

Bumble or Badoo Username(s): _____

Telephone Number Associated with Your Account(s): _____

Email Address Associated with Your Account(s): _____

Name of Counsel, If Represented: _____

By checking this box, I confirm that I used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 and December 31, 2021.

Exhibit B

(to motion for final approval)

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
WINNEBAGO COUNTY, ILLINOIS**

DARIO DZANANOVIC, and KEMELLE)
HOWELL, individually and on behalf of)
all others similarly situated,)

Plaintiffs,)

v.)

BADDO TRADING LIMITED, a United)
Kingdom company; and BUMBLE)
TRADING LLC, a Delaware limited)
liability corporation,)

Defendants.)

No. 2021-L-307

Hon. Ronald A. Barch

**DECLARATION OF CAMERON R. AZARI, ESQ. REGARDING IMPLEMENTATION
OF NOTICE PLAN**

I, Cameron R. Azari, Esq., hereby declare and state as follows:

1. My name is Cameron R. Azari, Esq. I have personal knowledge of the matters set forth herein, and I believe them to be true and correct.

2. I am a nationally recognized expert in the field of legal notice and have served as an expert in hundreds of federal and state cases involving class action notice plans.

3. I am a Senior Vice President of Epiq Class Action and Claims Solutions, Inc. (“Epiq”) and the Director of Legal Notice for Hilsoft Notifications, a firm that specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans. Hilsoft Notifications is a business unit of Epiq. References to Epiq in this declaration include Hilsoft Notifications.

4. The facts in this declaration are based on my personal knowledge, as well as information provided to me by my colleagues in the ordinary course of my business at Epiq.

OVERVIEW

5. This Declaration describes the implementation of the Notice Plan (“Notice Plan”) and notices (the “Notice” or “Notices”) for *Howell et al. v. Badoo Trading Limited et al.*, Case No.: 2021-L-307 (Cir. Ct. Winnebago Cnty. Ill.). I previously executed my *Declaration of Cameron R. Azari, Esq. Regarding Notice Plan* (“Notice Plan Declaration”) on May 30, 2024, which described the Notice Plan, detailed Hilsoft’s class action notice experience, and attached Hilsoft’s *curriculum vitae*. I also provided my educational and professional experience relating to class actions and my ability to render opinions on overall adequacy of notice plans.

NOTICE PLAN METHODOLOGY

6. Illinois Code of Civil Procedure Sec. 2-803 states, “Upon a determination that an action may be maintained as a class action, or at any time during the conduct of the action, the court in its discretion may order such notice that it deems necessary to protect the interests of the class and the parties.”¹ The Notice Plan as implemented satisfied these requirements.

7. The Notice Plan as designed and implemented reached the greatest practicable number of Settlement Class members. The Notice Plan individual notice efforts reached approximately 70-75% of the identified Settlement Class members. The reach was further enhanced by supplemental media - digital and social media, internet sponsored search listings, and a Settlement Website.

8. “Reach” refers to the estimated percentage of the unduplicated audience exposed to the notice. Notice exposure is defined as the opportunity to see a notice. In my experience, the Notice Plan was consistent with other court-approved notice plans for class action settlements, was reasonable under the circumstances of this case and satisfied the requirements of due process, including its “desire to actually inform” requirement.²

¹ 735 ILCS 5/2-803.

² *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950) (“But when notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it. The

NOTICE PLAN

9. On June 6, 2024, the Court approved the Notice Plan and appointed Epiq as the Settlement Administrator in the Preliminary Approval Order. In the Preliminary Approval Order, the Court approved and certified, for settlement purposes only, the following “Settlement Class,” defined as the following:

All individuals who used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 through December 31, 2021.

Excluded from the Settlement Class are (i) Defendants; (ii) Defendants’ parents, subsidiaries, affiliates, officers, directors, investors, and employees; (iii) any entity in which Defendants have a controlling interest; (iv) any individual who would otherwise be included in the Settlement Class, but has agreed, in another proceeding, to release claims covered by this Settlement prior to the Claim Form deadline identified in Section 4.4 of the Settlement Agreement; and (v) any judge presiding over this Action, their staff, and the members of the judge’s immediate family.

Individual Notice

10. On June 12, 2024, Epiq received one data file with [REDACTED] records for identified potential Settlement Class members, including User Names, email addresses, and telephone numbers. Epiq deduplicated and rolled-up the records and loaded the unique, identified potential Settlement Class member records into its database. These efforts resulted in sending [REDACTED] Email Notices to all such Settlement Class members for whom a valid email address was available. Records for potential Settlement Class members with just an associated telephone number were sent to a third party to perform “reverse lookups” to try to identify names and associated physical mailing address. Where a physical address could be identified, that record was later sent a Postcard Notice. The Email Notice and Postcard Notice clearly described the Settlement and the legal rights of the Settlement Class members. In addition, the Email Notice and Postcard Notice directed the recipients to a Settlement Website where they could access additional information.

reasonableness and hence the constitutional validity of any chosen method may be defended on the ground that it is in itself reasonably certain to inform those affected . . .”).

Individual Notice – Email

11. Commencing on July 22, 2024, Epiq sent [REDACTED] Email Notices to all identified potential Settlement Class members for whom a valid email address was available. The following industry standard best practices were followed for the Email Notice efforts. The Email Notice was drafted in such a way that the subject line, the sender, and the body of the message overcame SPAM filters and ensured readership to the fullest extent reasonably practicable. For instance, the Email Notice used an embedded html text format. This format provided easy-to-read text without graphics, tables, images, and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters for this type of communication. The Email Notices were sent from an IP address known to major email providers as one not used to send bulk “SPAM” or “junk” email blasts. Each Email Notice was transmitted with a digital signature to the header and content of the Email Notice, which allowed ISPs to programmatically authenticate that the Email Notices were from our authorized mail servers. Each Email Notice was also transmitted with a unique message identifier. The Email Notice included an embedded link to the Settlement Website. By clicking the link, recipients were able to access the Detailed Notice and other information about the Settlement. The Email Notice is included as **Attachment 1**.

12. If the receiving email server could not deliver the message, a “bounce code” was returned along with the unique message identifier. For any Email Notice for which a bounce code was received indicating that the message was undeliverable for reasons such as an inactive or disabled account, the recipient’s mailbox was full, technical autoreplies, etc., at least two additional attempts were made to deliver the Notice by email.

Individual Notice – Direct Mail

13. On July 22, 2024, Epiq sent [REDACTED] Postcard Notices to all identified potential Settlement Class members with an associated physical address for whom a valid email address was not available, or for which a physical address was obtained through the reverse look-up process.

Subsequently, on August 21, 2024, Epiq sent [REDACTED] Postcard Notices to all such Settlement Class members with an associated physical address for whom the Email Notice was returned as undeliverable after multiple attempts. The Postcard Notices were sent via USPS first class mail. The Postcard Notice clearly and concisely summarized the case and the legal rights of the Settlement Class members. In addition, the Postcard Notice also directed the recipients to the Settlement Website where they could access the Detailed Notice and additional information about the Settlement. The Postcard Notice is included as **Attachment 2**.

14. Prior to sending the Postcard Notice, mailing addresses were checked against the National Change of Address (“NCOA”) database maintained by the USPS to ensure Settlement Class members address information was up-to-date and accurately formatted for mailing.³ In addition, the addresses were certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and were verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the industry and for the majority of promotional mailings that occur today.

15. The return address on the Postcard Notices is a post office box that Epiq maintains for this case. The USPS automatically forwarded Postcard Notices with an available forwarding address order that had not expired (“Postal Forwards”). Postcard Notices returned as undeliverable were re-mailed to any new address available through USPS information, (for example, to the address provided by the USPS on returned mail pieces for which the automatic forwarding order has expired, but is still within the time period in which the USPS returns the piece with the address indicated), and to better addresses that were found using a third-party lookup service. Upon

³ The NCOA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery-point-coded addresses, for matches made to the NCOA file for individual, family, and business moves.

successfully locating better addresses, Postcard Notices were promptly remailed. As of October 9, 2024, Epiq has remailed [REDACTED] Postcard Notices.

16. Additionally, a Claim Form and Detailed Notice, in English or Spanish, (“Claim Package”) was mailed to all persons who requested one via the toll-free telephone number or by other means. As of October 9, 2024, Epiq mailed 47 Claim Packages as a result of such requests. The Claim Form is included as **Attachment 3**. The Detailed Notice in English is included as **Attachment 4**. The Detailed Notice in Spanish is included as **Attachment 5**.

Media Plan

Internet Digital Notice Campaign

17. Internet advertising has become a standard component in legal notice programs. The internet has proven to be an efficient and cost-effective method to target class members as part of providing notice of a class action settlement. According to MRI-Simmons data, 98% of all adults in the United States with a smartphone are online and 87% of all adults in the United States with a smartphone use social media. The inherent nature of the class in this case also assumes that they are online.

18. The Notice Plan included targeted digital advertising (“Digital Notices”) on the selected advertising network *Google Display Network*, which represents thousands of digital properties across all major content categories. Digital Notices were targeted to selected target audiences and were designed to encourage participation by Settlement Class members—by linking directly to the Settlement Website, allowing visitors easy access to relevant information and documents. Consistent with best practices, the Digital Notices used language from the headline of the Notice, which allowed users to identify themselves as potential Settlement Class members.

19. The Digital Notices were also placed on *Facebook, Instagram, and X (Twitter)*.

20. *Facebook* is the leading social networking site in the United States with 175 million users and *Instagram* has 143 million active users in the United States.⁴

21. *X* is a popular microblogging social media website that allows posts/tweets containing images or videos and up to 280 characters. Users can like, comment, and share/retweet posts. *X* has over 95 million users in the United States.⁵

22. The size and placement of Digital Notices is important to the effectiveness of the Digital Notices. On the *Google Display Network*, *Facebook*, *Instagram*, and *X*, the Digital Notices appeared in the following size formats:

Google Display Network

- Half-Page Digital Banner Notice: 300x600 – A top performing ad size. Although half-page ads do not use half of the page, this is a larger ad size that performs well in communicating information.
- Billboard Digital Banner Notice: 970x250 – This is a large horizontal ad size that stands out at the top of website pages.
- Leaderboard Digital Banner Notice: 728x90 – This is often a top performing ad size. This ad size can often appear in prime positions on websites, like at the top of a website page.
- Medium Digital Notice: 300x250 – Due to its smaller size this ad unit can be placed within the text of articles and other content.

Facebook and Instagram

- Newsfeed – The size of this ad allows the ad to appear directly in user’s *Facebook* and/or *Instagram* account feeds among the posts.
- Right-Hand Column (*Facebook* only) – These ads are a desktop-only format.

⁴ Statista Digital 2023: Global Overview Report. Statista, founded in 2007, is a leading provider of worldwide market and consumer data and is trusted by thousands of companies around the world for data. Statista.com consolidates statistical data on over 80,000 topics from more than 22,500 sources and makes it available in German, English, French and Spanish.

⁵ Statista Digital 2023: Global Overview Report.

The ads appear most commonly in the right-hand column of *Facebook* pages.

X (formerly Twitter)

- Feed Ads – Ads to appear directly in user’s *X* account feeds among the posts.

23. The Digital Notices were distributed to a variety of target audiences, including those relevant to individuals’ demonstrated interests and/or likes. All Digital Notices appeared on desktop, mobile, and tablet devices. To reach Settlement Class members, *Google Display Network*, *Facebook*, and *Instagram* digital notices were displayed in Illinois as well as in surrounding states (WI, IA, MO, KY, OH, IN, and MI), and *X* Digital Notices were displayed in Illinois. Digital Notices were also targeted (remarketed) to people who click on a Digital Notice.

24. More details regarding the target audiences, specific ad sizes of the Digital Banner Notices, and the number of delivered impressions are included in the following table.

<i>Network/ Property</i>	<i>Target</i>	<i>Ad Size</i>	<i>Delivered Impressions</i>
<i>Google Display Network</i>	A18+ in IL & Intent Audience: Badoo, Bumble, and/or Dating Apps	728x90, 300x250, 300x600 & 970x250	2,129,321
<i>Google Display Network</i>	A18+ in WI, IA, MO, KY, OH, IN or MI & Intent Audience: Badoo, Bumble, and/or Dating Apps	728x90, 300x250, 300x600 & 970x250	4,322,936
<i>Facebook</i>	A18+ in IL & Interest: Online Dating and/or Dating Apps	Newsfeed & Right Hand Column	1,810,487
<i>Facebook</i>	A18+ in WI, IA, MO, KY, OH, IN or MI & Interest: Online Dating and/or Dating Apps	Newsfeed & Right Hand Column	3,629,677
<i>Instagram</i>	A18+ in IL & Interest: Online Dating and/or Dating Apps	Newsfeed	1,060,971
<i>Instagram</i>	A18+ in WI, IA, MO, KY, OH, IN or MI & Interest: Online Dating and/or Dating Apps	Newsfeed	2,726,860

<i>Network/ Property</i>	<i>Target</i>	<i>Ad Size</i>	<i>Delivered Impressions</i>
<i>X (Twitter)</i>	A18+ in IL & Post Engagement: Badoo and/or Bumble	Feeds Ads	2,128,157
Total			17,808,409

25. Combined, approximately 17.8 million impressions were generated by the Digital Notices.⁶ The Digital Notices ran from July 22, 2024, through August 19, 2024. Clicking on the Digital Notices linked the readers to the Settlement Website, where they could easily obtain detailed information about the Settlement. Examples of the Digital Notices are included as **Attachment 6**.

Sponsored Search Listings

26. To facilitate locating the Settlement Website, sponsored search listings were acquired on the three most frequently visited internet search engines: *Google*, *Yahoo!*, and *Bing* in Illinois and in surrounding states (WI, IA, MO, KY, OH, IN, and MI). When search engine visitors search on selected common keyword combinations related to the Settlement, the sponsored search listing created for the Settlement was generally displayed at the top of the visitor's website page prior to the search results or in the upper right-hand column of the web-browser screen. All sponsored search listings linked directly to the Settlement Website.

27. The sponsored search listings ran from July 22, 2024, through August 19, 2024. The sponsored listings were displayed 19,711 times, which resulted in 1,443 clicks that displayed the Settlement Website. A complete list of the sponsored search keyword combinations is included as **Attachment 7**. Examples of the sponsored search listing as displayed on each search engine are included as **Attachment 8**.

⁶ The third-party ad management platform, ClickCease, was used to audit Digital Notice ad placements. This type of platform tracks all Digital Notice ad clicks to provide real-time ad monitoring, fraud traffic analysis, blocks clicks from fraudulent sources, and quarantines dangerous IP addresses. This helps reduce wasted, fraudulent or otherwise invalid traffic (*e.g.*, ads being seen by 'bots' or non-humans, ads not being viewable, etc.).

Settlement Website

28. On July 19, 2024, Epiq established a Settlement Website with an easy-to-remember domain name (www.HowellBIPASettlement.com). Relevant documents, including the Detailed Notice (in English and Spanish), Settlement Agreement, Complaint, Preliminary Approval Order, Plaintiffs' Motion for Attorneys' Fees and Expenses and Service Awards, Plaintiffs' Motion for Final Approval of Class Action Settlement (when available), and other case-related documents are available on the Settlement Website. In addition, the Settlement Website includes relevant dates, answers to frequently asked questions ("FAQs"), instructions for how Settlement Class members could opt-out (request exclusion) from or object to the Settlement prior to the deadline, contact information for the Settlement Administrator, and details on how to obtain other case-related information. Settlement Class members were able to file a Claim Form on the Settlement Website prior to the deadline. The Settlement Website address was prominently displayed in all notice documents. As of October 9, 2024, there have been [REDACTED] unique visitor sessions to the Settlement Website, and [REDACTED] web pages have been presented.

Toll-Free Telephone Number and Other Contact Information

29. On July 19, 2024, Epiq established a toll-free telephone number for the Settlement (1-877-763-0944). Callers are able to hear an introductory message, have the option to learn more about the Settlement in the form of recorded answers to FAQs, and request that a Claim Package be mailed to them. The automated telephone system is available 24 hours per day, 7 days per week. The toll-free telephone number was prominently displayed in all notice documents. As of October 9, 2024, there have been 495 calls to the toll-free telephone number representing 1,222 minutes of use.

30. A postal mailing address and email address were established and continue to be available to allow Settlement Class members the opportunity to request additional information or ask questions.

Reminder Notice

31. Commencing on August 21, 2024, Epiq sent [REDACTED] Email Reminder Notices (a nearly identical notice to the Email Notice). The Email Reminder Notices were sent to all Settlement Class members with a valid email address excluding those that were returned as undeliverable. The Email Reminder Notice included a link directly to the Settlement Website. The Email Reminder Notice is included as **Attachment 9**.

Requests for Exclusion and Objections

32. The deadline to request exclusion from the Settlement or to object to the Settlement was September 20, 2024. As of October 9, 2024, Epiq is aware of no objections to the Settlement. Epiq received a total of 30 timely requests for exclusion, however, as explained below, Epiq has determined that 25 of them are not valid.

33. Epiq received a single request by attorney Michael L Fradin of Fradin Law, LLC identifying 22 individuals requesting exclusion (the “Fradin Opt-Outs”). The request filed on behalf of the Fradin Opt-Outs was submitted on September 20, 2024, the final day for Settlement Class members to request exclusion. The Fradin Opt-Outs are invalid for several reasons, including because Section 7.2 of the Settlement governing the exclusion process prohibits “mass” or “class” opt-outs and requires the Settlement Class member’s personal signature.⁷ Further, of the 22 Fradin Opt-Outs, Epiq cannot affirmatively confirm that some individuals are actual Settlement Class members with rights in the Settlement. Finally, counsel for Defendants confirmed some of the 22 Fradin Opt-Outs already released their claims through separate agreements outside this class action.

⁷ Section 7.2 of the Settlement states that, for a Request for Exclusion to be considered by the Court, it must set forth: (i) the name of the Action; (ii) the person’s full name, mailing address, username, email address, and telephone number associated with their purported Bumble or Badoo account, if any; (iii) a specific statement of the person’s intention to be excluded from the Settlement; (iv) the identity of the person’s counsel, if represented; and (v) be personally signed by non-electronic means by the individual Settlement Class Member.”

34. In addition to the 22 Fradin Opt-Outs, Epiq received three incomplete requests for exclusion that were submitted via email without a signature and have been deemed not valid.

35. In total, there are five valid requests for exclusion. The Request for Exclusions Report is included as **Attachment 10**.

Claim Submission & Distribution Options

36. The Settlement provided Settlement Class members the option of filing a Claim Form. The Notices contained a detailed summary of the relevant information about the Settlement, including the Settlement Website address and how Settlement Class members could file a Claim Form online or by mail or email before the deadline. With any method of filing a Claim Form, Settlement Class members were given the option of receiving a digital payment or a traditional paper check.

37. The deadline for Settlement Class members to file a Claim Form was September 20, 2024. As of October 9, 2024, Epiq has received [REDACTED] Claim Forms ([REDACTED] online and [REDACTED] paper). Since the September 20, 2024, claim filing deadline has recently passed, these numbers are preliminary. As standard practice, Epiq is in the process of conducting a complete review and audit of all Claim Forms received. There is a likelihood that after detailed review, the total number of Claim Forms received will change due to duplicate and denied Claim Forms.

Cost of Notice Implementation and Administration

38. As of October 9, 2024, Epiq has invoiced \$162,448 to implement the Notice Plan and handle settlement administration, including claims processing and class member communications. The estimated additional cost that will be incurred following the Final Approval Hearing to complete the settlement administration is approximately \$145,500, which is on budget to the administration estimate for the case. This amount is not a minimum or cap, only a good faith estimate of the remaining fees and costs given the outstanding variables at this time. The remaining work to be completed represents a significant portion of Epiq's total administration estimate and includes: 1) receipt, processing, and auditing of Claim Forms; 2) communicating with Settlement

Class Members, and maintain the Settlement Website and toll-free telephone number throughout the remaining duration of the settlement administration; 3) distributing settlement funds to Settlement Class Members, including digital payments and printing and mailing checks, and associated postage; 4) handling undeliverable payments; 5) re-issuing payments; 6) Qualified Settlement Fund (“QSF”) management, tax reporting, and any sales tax; and 7) associated project management and related billable hours to handle the distribution and related settlement administration responsibilities. All costs are subject to the Service Contract under which Epiq is retained as the Settlement Administrator, and the terms and conditions of that agreement.

CONCLUSION

39. In class action notice planning, execution, and analysis, we are guided by due process considerations under the United States Constitution, by state and local rules and statutes, and by case law pertaining to notice. This framework directs that the notice plan be designed to reach the greatest practicable number of potential class members and, in a settlement class action notice situation such as this, that the notice or notice plan not limit knowledge of the availability of benefits—nor the ability to exercise other options—to class members in any way. All of these requirements were met in this case.

40. The Notice Plan included sending individual notice to identified Settlement Class members and providing supplemental media. The Notice Plan individual notice efforts reached approximately 70-75% of the identified Settlement Class. The reach was further enhanced by supplemental media - digital and social media, internet sponsored search listings, and a Settlement Website. In 2010, the Federal Judicial Center issued a Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide, which is relied upon for federal cases, and is illustrative for state courts. This Guide states that, “the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high

percentage of the class. It is reasonable to reach between 70–95%.”⁸ Here, we have developed a Notice Plan that readily achieved a reach within that standard.

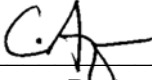
41. The Notice Plan followed the guidance for satisfying due process obligations that a notice expert gleans from the United States Supreme Court’s seminal decisions, which emphasize the need: (a) to endeavor to actually inform the Settlement Class, and (b) to ensure that notice is reasonably calculated to do so:

- a) “[W]hen notice is a person’s due, process which is a mere gesture is not due process. The means employed must be such as one desirous of actually informing the absentee might reasonably adopt to accomplish it,” *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950); and
- b) “[N]otice must be reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections,” *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974) (citing *Mullane*, 339 U.S. at 314).

42. The Notice Plan provided notice that conformed to all aspects of Illinois Code of Civil Procedure Sec. 2-803 regarding notice and comported with the guidance for effective notice set out in the Manual for Complex Litigation, Fourth.

43. The Notice Plan schedule afforded sufficient time to provide full and proper notice to Settlement Class members before the exclusion request and objection deadlines.

I declare under penalty of perjury that the foregoing is true and correct. Executed on October 9, 2024.



Cameron R. Azari, Esq.

⁸ FED. JUDICIAL CTR, JUDGES’ CLASS ACTION NOTICE AND CLAIMS PROCESS CHECKLIST AND PLAIN LANGUAGE GUIDE 3 (2010), available at <https://www.fjc.gov/content/judges-class-action-notice-and-claims-process-checklist-and-plain-language-guide-0>.

Attachment 1

[Click here](#) to view this message in a browser window.

The Circuit Court of Winnebago County, Illinois approved this notice.

If you used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 and December 31, 2021, a proposed class action settlement may affect your rights.

For more information about your options and related deadlines, visit www.HowellBIPASettlement.com.

This lawsuit involves the Bumble and Badoo dating apps. The lawsuit alleges that the apps violated Illinois's Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* ("BIPA"), in connection with user photographs uploaded to the apps. Bumble and Badoo ("Defendants") deny all the allegations made in the lawsuit and do not make any admission of guilt or wrongdoing by entering into the Settlement.

Who's included? You are a member of the Settlement Class if you used the Bumble or Badoo apps while a resident of, or located in, the State of Illinois between November 1, 2016 and December 31, 2021. **You must submit a Claim Form to receive a cash benefit.**

What does the Settlement provide? If the Court approves the Settlement, Defendants have agreed to create a \$40 Million Settlement Fund to pay Valid Claims, settlement administration expenses, attorneys' fees and expenses, and Class Representative Service Awards. Each Settlement Class Member who submits a timely, valid Claim Form may receive a *pro rata* portion of the Net Settlement Fund. The per-person payment to each Valid Claimant depends on certain unknown factors, including the number of Claim Forms submitted. Defendants have also agreed to delete any previously-collected biometric information and/or biometric identifiers of the Settlement Class that were obtained during the photo verification or content moderation process (if any) and that, subject to any changes in relevant authority, Defendants will continue to comply with BIPA to the extent that they collect data that falls within the scope of the statute. Class Counsel will apply to the Court seeking up to 35 percent of the Settlement Fund as payment for reasonable attorneys' fees, plus expenses in an amount as may be approved by the Court, and the Class Representatives will apply for up to \$5,000 each in Service Awards for their time and effort expended in serving the Settlement Class. Class Counsel's motion for fees and expenses, as well as the Class Representatives' application for service awards, will be available at www.HowellBIPASettlement.com once they have been filed.

How do you get a payment? You must submit a Claim Form to receive a payment. To be valid, your Claim Form must be complete, accurate, and submitted no later than **September 20, 2024**. Settlement Class Members can submit a Claim Form online at www.HowellBIPASettlement.com, or visit the website and download a Claim Form and submit it by mail. Visit www.HowellBIPASettlement.com for more information on submitting your claim.

Your Claim Form must also include a completed attestation regarding the accuracy of the information submitted and the requested information about your account, including: (i) your full legal name; (ii) any Bumble or Badoo username; and (iii) any email address and phone number associated with your Bumble or Badoo account. You will also need to provide your **Unique ID:** [REDACTED] and information for payment by Venmo, PayPal, or check sufficient to issue any cash benefit to which you are entitled.

What are your other options? You can do nothing, exclude yourself, or object to the Settlement. If you do nothing, you will be legally bound by the Settlement, and you won't receive a payment. If you do not want to be bound by the Settlement, you must exclude yourself following the instructions at www.HowellBIPASettlement.com by **September 20, 2024**. If you do not exclude yourself, you may object to the Settlement by **September 20, 2024**.

For more information about the Settlement, how to make a claim, exclude yourself, object, or attend the Final Approval Hearing, please visit the website, www.HowellBIPASettlement.com, or call the toll-free number 877-763-0944.

AK281_v06

Copyright © 2024 {{Account.COMPANY}}
Our address is {{Account.BIZ_ADDRESS}}

[Click here](#) to unsubscribe from emails from Howell v. Bumble Inc.
(You can also send your request to the **Settlement Administrator** at the street address above.)

Attachment 2

Howell v. Bumble Trading L.L.C.
Settlement Administrator
PO Box 2567
Portland, OR 97208-2567

PRESORTED
FIRST-CLASS MAIL
AUTO
U.S. POSTAGE
PAID
PORTLAND, OR
PERMIT NO. 2882

**Important Notice About a Class
Action Lawsuit**

**If you used the Bumble or Badoo
dating apps between
November 1, 2016 and
December 31, 2021, a proposed
class action settlement may affect
your rights.**

Unique ID:

[REDACTED]

[REDACTED]



This lawsuit involves the Bumble and Badoo dating apps. The lawsuit alleges that the apps violated Illinois's Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* ("BIPA"), in connection with user photographs uploaded to the apps. Bumble and Badoo ("Defendants") deny all the allegations made in the lawsuit and do not make any admission of guilt or wrongdoing by entering into the Settlement.

Who's included? You are a member of the Settlement Class if you used the Bumble or Badoo apps while a resident of, or located in, the State of Illinois between November 1, 2016 and December 31, 2021. **You must submit a Claim Form to receive a cash benefit.**

What does the Settlement provide? If the Court approves the Settlement, Defendants have agreed to create a \$40 Million Settlement Fund to pay Valid Claims, settlement administration expenses, attorneys' fees, and expenses, and Class Representative Service Awards. Each Settlement Class Member who submits a timely, valid Claim Form may receive a *pro rata* portion of the Net Settlement Fund. The per-person payment to each Valid Claimant depends on certain unknown factors, including the number of valid Claim Forms submitted. Defendants have also agreed to delete any previously-collected biometric information and/or biometric identifiers of the Settlement Class that were obtained during the photo verification or content moderation process (if any) and that, subject to any changes in relevant authority, Defendants will continue to comply with BIPA to the extent that they collect data that falls within the scope of the statute. Class Counsel will apply to the Court seeking 35 percent of the Settlement Fund as payment for reasonable attorneys' fees, plus expenses in an amount as may be approved by the Court, and the Class Representatives will apply for \$5,000 each in Service Awards for their time and effort expended in serving the Class. Class Counsel's motion for fees and expenses, as well as the Class Representatives' application for service awards, will be available at www.HowellBIPASettlement.com once they have been filed.

How do you get a payment? You must submit a Claim Form to receive a payment. To be valid, your Claim Form must be complete, accurate, and submitted no later than **September 20, 2024**. Settlement Class Members can submit a Claim Form online at www.HowellBIPASettlement.com, or visit that website and download a Claim Form and submit it by mail. Visit www.HowellBIPASettlement.com for more information. Your Claim Form must also include a completed penalty of perjury attestation regarding the accuracy of the information submitted and the requested information about your account, including: (i) your full legal name; (ii) any Bumble or Badoo username; and (iii) any email address and phone number associated with your Bumble or Badoo account.

What are your other options? You can do nothing, exclude yourself, or object to the Settlement. If you do nothing, you will be legally bound by the Settlement, and you won't receive a payment. If you do not want to be bound by the Settlement, you must exclude yourself following the instructions at www.HowellBIPASettlement.com by **September 20, 2024**. If you do not exclude yourself, you may object to the Settlement by **September 20, 2024**.

For more information about the Settlement, how to make a claim, exclude yourself, object, or attend the Final Approval Hearing, please visit the website, www.HowellBIPASettlement.com, or call the toll-free number 877-763-0944.

Attachment 3

Attachment 4

If you used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 and December 31, 2021, a proposed class action settlement may affect your rights.

*An Illinois State Court authorized this Notice. You are **not** being sued. This is **not** a solicitation from a lawyer.*

A settlement has been reached in a class action lawsuit called *Howell et al. v. Bumble Trading L.L.C. et al.*, No. 2021-L-307, pending in the Circuit Court of Winnebago County, Illinois. This lawsuit involves the Bumble and Badoo dating apps. The lawsuit alleges that the apps violated Illinois’s Biometric Information Privacy Act, 740 ILCS 14/1 et seq. (“BIPA”), in connection with user photographs uploaded to the apps. Bumble and Badoo (“Defendants”) deny all the allegations made in the lawsuit and do not make any admission of guilt or wrongdoing by entering into the Settlement.

You are included in the Settlement Class if you used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 and December 31, 2021. See Section 5 below for a list of individuals excluded from the Settlement Class.

If the Court approves the Settlement, Defendants will pay \$40 Million into a Settlement Fund, which will be used to pay Valid Claims, settlement administration expenses, attorneys’ fees and expenses, and Class Representative Service Awards. Settlement Class Members may each submit one claim to receive a cash benefit from the settlement fund (“Class Benefit”) as explained in more detail below. **You must submit a Valid Claim proving eligibility to receive a Class Benefit.** The Claim Form can be completed or downloaded at www.HowellBIPASettlement.com or you can request a copy by calling 877-763-0944.

Please carefully read this notice, which has been approved by the Circuit Court of Winnebago County, Illinois. Whether you act or not, your legal rights as a member of the Settlement Class are affected by the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM AND PARTICIPATE IN THE SETTLEMENT	Submit the Claim Form on or before September 20, 2024 . See Section 7 below for more information on how to submit a Claim Form. <i>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.</i> By receiving this benefit, you will give up rights and be bound by the Settlement.
EXCLUDE YOURSELF	You will receive no payment, but you will retain any right you currently have to sue Defendants about the issues covered by the Settlement. This is the only option that allows you to keep your right to bring any other claim against Defendants released by the Settlement. See Sections 13-16 for more information about how to exclude yourself. The deadline to exclude yourself is September 20, 2024 .
OBJECT	Write to the Court explaining why you don’t like the Settlement. See Section 17 for more information about how to object. The deadline to object is September 20, 2024 .
ATTEND THE FINAL APPROVAL HEARING	If you object, you may also ask to speak in Court about the fairness of the Settlement. See Section 21 for more information.
DO NOTHING	If you do nothing, you will <u>not</u> receive anything from the Settlement. You will be bound by the terms of the Settlement, and you won’t be able to sue Defendants in a future lawsuit about any claim released by the Settlement. <i>Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.</i>

These rights and options—and the deadlines to exercise them—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. If approval is denied, is reversed on appeal, or does not become final, the case will continue, and no payments will be made. Please be patient.

BASIC INFORMATION

1. Why was this notice issued?

The Court authorized this notice, and the notice you may have received in the mail or by email, to let you know about a proposed class action settlement involving Defendants. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Ronald A. Barch of the Circuit Court of Winnebago County, Illinois is overseeing this case. The case is known as *Howell et al. v. Bumble Trading L.L.C. et al.*, No. 2021-L-307 (Cir. Ct. Winnebago Cnty. Ill.). The people who sued are called Plaintiffs or Class Representatives. The companies they sued—Badoo Trading Limited and Bumble Trading L.L.C.—are called the Defendants.

2. What is a class action lawsuit?

In a class action, one or more people called Plaintiffs or Class Representatives sue on behalf of a group of people who have similar claims. In this case, these people together are called a Settlement Class. In a class action settlement, the Court resolves the issues for all members of the Settlement Class, except for those who exclude themselves from the Settlement Class. People who do not exclude themselves are called Settlement Class Members. After the parties reached an agreement to settle this case, the Court recognized it as a case that may be treated as a class action for settlement purposes.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

This lawsuit involves the Bumble and Badoo dating apps. The lawsuit alleges that the apps violated Illinois's Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* ("BIPA"), in connection with user photographs uploaded to the apps. Bumble and Badoo deny all the allegations made in the lawsuit and do not make any admission of guilt or wrongdoing by entering into the Settlement. A copy of the Complaint in the lawsuit can be found at the Settlement Website, www.HowellBIPASettlement.com.

4. Why is there a settlement?

The Court has not decided whether the Plaintiffs or the Defendants should win this case. Instead, both sides agreed to a settlement. The Class Representatives and their attorneys ("Class Counsel") believe that the Settlement is in the best interests of the Settlement Class.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The Settlement Class includes all individuals who used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 and December 31, 2021.

Excluded from the Settlement Class are (i) Defendants; (ii) Defendants' parents, subsidiaries, affiliates, officers, directors, investors, and employees; (iii) any entity in which Defendants have a controlling interest; (iv) any individual who, in any other matter or proceeding, has agreed to release claims otherwise covered by the Settlement before September 20, 2024; and (v) any judge presiding over the pending lawsuit, the judge's staff, and the members of the judge's immediate family.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

As part of the Settlement, Defendants have agreed to pay \$40 Million into a fund to pay each Settlement Class Member who submits a Valid Claim, as well as any court approved attorneys' fees and expenses, Service Awards to Class Representatives, and notice and settlement administration costs. Each Settlement Class Member who submits a timely, Valid Claim may receive a *pro rata* portion of the Net Settlement Fund. The per-person payment to each Valid Claimant depends on certain unknown factors, including the number of valid Claim Forms submitted. As part of the Settlement, Defendants have agreed to delete any previously-collected biometric information and/or biometric identifiers of the Settlement Class that were obtained during the photo verification or content moderation process (if any) and that, subject to any changes in relevant authority, Defendants will continue to comply with BIPA to the extent that they collect data that falls within the scope of the statute. Class Counsel will apply to the Court seeking up to 35 percent of the Settlement Fund as payment for reasonable attorneys' fees, plus expenses in an amount to be approved by the Court, and the Class Representatives will apply for up to \$5,000 each in Service Awards for their time and effort expended in serving the Class. Class Counsel's motion for fees and expenses, as well as the Class Representatives' application for service awards, will be available at www.HowellBIPASettlement.com once they have been filed.

HOW TO GET BENEFITS

7. How do I make a claim?

To submit a claim, go to www.HowellBIPASettlement.com or call 877-763-0944 to ask for a Claim Form. Instructions on how to submit your claim will be on the Claim Form. You can submit your Claim Form directly through the Settlement Website at www.HowellBIPASettlement.com, print and submit it via email to info@HowellBIPASettlement.com, or print and submit it via U.S. Mail at Howell v. Bumble Trading L.L.C. Settlement Administrator PO Box 2567 Portland, OR 97208-2567.

To be valid, your Claim Form must be complete, accurate, and submitted no later than **September 20, 2024** via the methods specified on the Claim Form. The Claim Form will require a claiming Settlement Class Member to provide the following information: (i) full legal name; (ii) any Bumble or Badoo username(s); (iii) any email address(es) and phone number(s) associated with their Bumble or Badoo account(s); (iv) personal attestation confirming that the Class Member satisfies the eligibility requirements to be a Class Member; (v) Venmo or PayPal information or information for payment by check sufficient for the Settlement Administrator to issue a monetary cash benefit; and (vi) a statement under penalty of perjury that the Class Member has not submitted more than one claim and that the information the Class Member submits is correct. The claiming Settlement Class Member should also have the Claim Number from the postcard or email notice they received to enter on the Claim Form.

8. When will I get my payment?

The Court will hold a hearing on **October 23, 2024 at 11:00 a.m.**, to decide whether to approve the Settlement. The Court may move the Final Approval Hearing to a different date or time without providing further Notice to the Settlement Class, but you may confirm the date and time of the hearing at www.HowellBIPASettlement.com. More information on the Final Approval Hearing is below in response to Question No. 19.

If the Settlement is approved, there may be appeals. The appeal process can take time. If there is no appeal, your Class Benefit will be processed promptly. Please be patient.

Updates regarding the Settlement and when payments will be made will be posted at www.HowellBIPASettlement.com.

THE LAWYERS REPRESENTING YOU

9. Do I have a lawyer in this case?

Yes, the Court has appointed lawyers Katrina Carroll of Lynch Carpenter LLP, Jonathan M. Jagher of Freed Kanner London & Millen, LLC, and Evan M. Meyers of McGuire Law, P.C. as the attorneys to represent you and other members of the Settlement Class. These attorneys are called "Class Counsel." You will not be charged for these lawyers.

QUESTIONS? VISIT WWW.HOWELLBIPASETTLEMENT.COM OR CALL 877-763-0944

In addition, the Court appointed Plaintiffs Dario Dzananovic and Kemelle Howell to serve as the Class Representatives. They are members of the Settlement Class like you. Class Counsel's contact information is as follows:

Katrina Carroll
LYNCH CARPENTER LLP
111 W. Washington Street, Suite 1240
Chicago, IL 60602
katrina@lcllp.com

Jonathan M. Jagher
FREED KANNER LONDON & MILLEN, LLC
923 Fayette Street
Conshohocken, PA 19428
jjagher@fklmlaw.com

Evan M. Meyers
MCGUIRE LAW, PC
55 W. Wacker Dr., 9th Fl.
Chicago, IL 60601
emeyers@mcgpc.com

10. Should I get my own lawyer?

You don't need to hire your own lawyer because Class Counsel is working on your behalf at no additional cost to you. If you want your own lawyer, you will have to pay that lawyer. For example, you can ask your lawyer to appear in court for you at your own expense if you want someone other than Class Counsel to represent you.

11. How will the lawyers be paid?

Class Counsel will apply to the Court seeking up to 35 percent of the Settlement Fund as payment of any reasonable attorneys' fees, plus expenses in an amount as may be approved by the Court, and the Class Representatives will apply for up to \$5,000 each in service awards for their time and effort expended in serving the Class. These amounts will be paid from the Settlement Fund, if approved by the Court. Class Counsel's motion for fees and expenses, as well as the Class Representatives' application for Service Awards, will be available at www.HowellBIPASettlement.com once they have been filed. The Court may award less than the amounts requested by Class Counsel and Plaintiffs, and any money not awarded from these requests will stay in the Settlement fund to pay Settlement Class Members, subject to the terms of the Settlement Agreement.

YOUR RIGHTS AND OPTIONS

12. What happens if I do nothing?

If you do nothing, you will not receive anything from the Settlement, and you will be legally bound by all orders and judgments of the Court. Unless you exclude yourself, you won't be able to start a lawsuit or be part of any other lawsuit against Defendants for any claim released by the Settlement. *Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.*

13. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you can't claim the monetary Class Benefit from the Settlement. You will not be bound by any orders and judgments of the Court. You will be able to start a lawsuit or be part of another lawsuit against Defendants for claims released by the Settlement.

14. How do I ask to be excluded?

You can ask to be excluded from the Settlement up until **September 20, 2024**. To request an exclusion, you must complete, sign, and mail or email to the Settlement Administrator a signed request for exclusion, using a form available on the Settlement Website, www.HowellBIPASettlement.com. You must personally sign the exclusion

QUESTIONS? VISIT WWW.HOWELLBIPASETTLEMENT.COM OR CALL 877-763-0944

request form under penalty of perjury. So-called “mass” or “class” opt-outs shall not be allowed. You will also be required to provide: (i) the name of the action; (ii) your full name, mailing address, username(s), email address(es), and telephone number(s) associated with your Bumble or Badoo account(s); (iii) a specific statement of your intention to be excluded from the Settlement; and (iv) the identity of your counsel, if represented. Defendants will have the right to challenge the timeliness and validity of any request for exclusion that you submit.

You must submit your exclusion request by email to exclusions@HowellBIPASettlement.com by **September 20, 2024**, or mail your exclusion request postmarked no later than **September 20, 2024** to:

Howell v. Bumble Trading L.L.C.
Settlement Administrator
PO Box 2567
Portland, OR 97208-2567

You cannot exclude yourself via phone or fax.

15. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue or continue to sue Defendants for any claim regarding the subject matter of the claims in this case.

That means that Defendants, their respective current and former owners, parents, wholly or majority-owned subsidiaries, divisions, affiliated and related entities of any nature whatsoever, whether direct or indirect, as well as each of Defendants' and these entities' respective predecessors, successors, and assigns, licensees, representatives, assigns, trustees, transferees, fulfillers, service providers, vendors, purchasers, users, and vendees, all other persons, entities, and corporations acting on their behalf, and any of their current and former directors, officers, employees, principals, agents, advisors, consultants, partners, contractors, insurers, reinsurers, and subrogees, shareholders, and attorneys and including, without limitation, any person related to any such entity or person who is, was, or could have been named as a defendant in this lawsuit from any and all claims, demands, rights, damages, arbitrations, liabilities, obligations, suits, debts, liens, and causes of action (including, without limitation, claims for attorneys' fees and expenses and costs) pursuant to any theory of recovery (including, but not limited to, those based in contract or tort, common law or equity, federal, state, or local law, statute, ordinance, or regulation) of every nature and description whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist, including unknown claims, as of the execution date of the Settlement that have been or could have been asserted in this lawsuit, or that relate to the collection, capture, storage, use, profit from, possession, disclosure, or dissemination of users' personal data, including biometric identifiers or biometric information.

16. If I exclude myself, can I get anything from this settlement?

No. If you exclude yourself, you give up the right to receive any Class Benefit from the Settlement. Submitting a valid and timely Claim Form is the only way to receive a payment from this Settlement.

17. How do I object to the Settlement?

If you are a member of the Settlement Class and you do not exclude yourself, you can object to the Settlement if you don't like any part of it. You can also object to Class Counsel's request for attorneys' fees and expenses and/or to the service awards for the Class Representatives. The Court will consider your views.

Your objection and supporting papers must be in writing and must include: (i) a caption or title that identifies it as “Objection to Class Settlement in *Howell et al. v. Bumble Trading L.L.C. et al.*, No. 2021-L-307 (Cir. Ct. Winnebago Cnty. Ill.)”; (ii) your name, address, email address, telephone number, and Bumble or Badoo username(s), if any; (iii) all grounds for the objection, with the factual and legal support for each stated ground; (iv) the identity of any witnesses you may call to testify; (v) copies of any exhibits that you intend to introduce into evidence at the Final Approval Hearing; (vi) a statement identifying your counsel if you are represented by counsel, including former or current counsel who may be entitled to compensation for any reason related to the objection, along with a statement of the number of times in which that counsel has objected to a class action settlement within five years preceding the submission of the objection and the caption of the case for each prior objection, and a copy of any relevant orders addressing the objection; (vii) a statement of whether you intend to appear at the Final Approval Hearing with or without counsel; (viii) your (and your attorney's) signature on the written objection; and (ix) a declaration under penalty of perjury that the information you and your counsel provided is true and correct.

QUESTIONS? VISIT WWW.HOWELLBIPASETTLEMENT.COM OR CALL 877-763-0944

To be timely, the objection must (a) be submitted to the Court either by filing it in person at the Seventeenth Judicial Circuit for Winnebago County, Illinois or by mailing it to the Clerk of the Court for filing at 400 West State St., Rockford, IL 61101, and (b) be filed or postmarked on or before **September 20, 2024**.

If you or your attorney wish to make an appearance at the Final Approval Hearing, you are required to deliver to Class Counsel (see addresses in Question 9 above) and Defendants' counsel (tcheung@mof.com), and file with the Court at the address above, no later than 21 days before the date of the hearing, a notice of your intention to appear at the hearing. If you hire an attorney other than Class Counsel to represent you at the Final Approval Hearing, the attorney must (i) file a notice of appearance with the Court no later than September 20, 2024, and (ii) deliver a copy of the notice of appearance on Class Counsel and Defendants' counsel, no later than September 20, 2024.

If you do not timely submit a written objection in accordance with these requirements, you will give up any and all rights you may have to object, appear, present witness testimony, and/or submit evidence; be barred from appearing, speaking, or introducing any testimony or evidence at the Final Approval Hearing; be precluded from seeking review of the Settlement or Settlement Agreement by appeal or other means; and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the lawsuit.

Class Counsel will file with the Court and post on the Settlement Website its request for attorneys' fees and expenses and service awards on August 30, 2024.

18. What's the difference between objecting and excluding myself from the Settlement?

Objecting means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class (i.e., you don't exclude yourself from the Settlement). Excluding yourself from the Settlement Class is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

19. When and where will the Court hold the Final Approval Hearing on the fairness of the Settlement?

The Final Approval Hearing will be held on **October 23, 2024, at 11:00 a.m.**, in Courtroom 426 of the Winnebago County Courthouse, located at 400 West State St., Rockford, IL 61101, or by other remote access as determined by the Court. At the Final Approval Hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses and the Service Awards to the Class Representatives.

The date and time of the Final Approval Hearing, as well as whether the hearing will be conducted in person or by remote access, are subject to change by Court order. Any changes will be posted on the Settlement Website (www.HowellBIPASettlement.com) or available through the Court's records.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you send an objection, you don't have to come to court to talk about it. As long as your written objection was submitted to the Court on time and meets the other criteria described above, the Court will consider it. You may also pay another lawyer to attend, but you don't have to.

21. May I speak at the Final Approval Hearing?

If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement by including the request to speak in your objection by following the instructions in response to Question 17.

GETTING MORE INFORMATION

22. Where can I get additional information?

This notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at www.HowellBIPASettlement.com or contact Class Counsel (see response to Question No. 9 above).

You may also access court records relating to the case on the Court docket, or by visiting the Winnebago County Clerk of the Circuit Court, between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

More information about the Settlement is available at www.HowellBIPASettlement.com, toll-free at **877-763-0944**, or by contacting Class Counsel.

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR DEFENDANTS TO INQUIRE ABOUT THE SETTLEMENT OR THE CLAIM PROCESS.

Attachment 5

Si utilizó la aplicación Bumble o Badoo mientras era residente del estado de Illinois o se encontraba en dicho estado entre el 1 de noviembre de 2016 y el 31 de diciembre de 2021, la conciliación de demanda colectiva propuesta puede afectar sus derechos.

Un tribunal del estado de Illinois autorizó este Aviso. No constituye una demanda en su contra. No se trata del ofrecimiento de un abogado.

Se ha llegado a una conciliación en una demanda colectiva denominada *Howell et al. v. Bumble Trading L.L.C. et al.*, n.º 2021-L-307, pendiente en el Tribunal de Circuito del Condado de Winnebago, Illinois. Dicha demanda involucra las aplicaciones de citas de Bumble y Badoo. La demanda alega que las aplicaciones violaron la Ley de Privacidad de la Información Biométrica de Illinois, 740 ILCS 14/1 y subsiguientes (“BIPA”), en relación con fotografías de usuarios que fueron cargadas a las aplicaciones. Bumble y Badoo (los “Demandados”) niegan todas las acusaciones hechas en la demanda y no hacen ninguna admisión de culpabilidad o delito al formalizar la Conciliación.

Usted ha sido incluido en el Grupo de demandantes si utilizó la aplicación Bumble o Badoo mientras era residente del estado de Illinois, o se encontraba en dicho estado entre el 1 de noviembre de 2016 y el 31 de diciembre de 2021. Consulte la Sección 5 a continuación para obtener la lista de las personas excluidas del Grupo de demandantes.

Si el Tribunal aprueba la Conciliación, los Demandados pagarán \$40 millones a un Fondo del acuerdo, que se utilizará para pagar las Reclamaciones válidas, los gastos de administración del acuerdo, los honorarios y gastos de los abogados y las Adjudicaciones por servicios de los representantes del grupo. Cada uno de los Miembros del grupo de demandantes puede presentar una reclamación para recibir un beneficio en efectivo del fondo de conciliación (“Beneficio del grupo”) como se explica con más detalle a continuación. **Debe presentar una reclamación válida que demuestre la elegibilidad para recibir un beneficio del grupo.** Puede completar o descargar el Formulario de reclamación en www.HowellBIPASettlement.com o puede solicitar una copia si llama al 877-763-0944.

Lea este aviso detenidamente, que ha sido aprobado por el Tribunal de Circuito del Condado de Winnebago, Illinois. Ya sea que entable una acción o no, sus derechos legales como miembro del Grupo de demandantes se ven afectados por la Conciliación.

SUS DERECHOS Y OPCIONES LEGALES EN VIRTUD DE ESTE ACUERDO DE CONCILIACIÓN	
PRESENTE UNA RECLAMACIÓN Y PARTICIPE EN LA CONCILIACIÓN	Presente el Formulario de reclamación a más tardar el 20 de septiembre de 2024 . Consulte la Sección 7 a continuación para obtener más información sobre cómo presentar un Formulario de reclamación. <i>La única forma de recibir un pago de esta Conciliación es enviar un Formulario de reclamación válido y oportuno, y es lo único que usted debe hacer para recibir un pago.</i> Al recibir este beneficio, usted renunciará a sus derechos y estará obligado por la Conciliación.
EXCLUIRSE	No recibirá ningún pago, pero conservará cualquier derecho que tenga actualmente con respecto a demandar a los Demandados sobre los asuntos cubiertos por la Conciliación. Esta es la única opción que le permite mantener su derecho a entablar cualquier otra reclamación contra los Demandados eximidos por la Conciliación. Consulte las Secciones 13 a la 16 para obtener más información sobre cómo excluirse. La fecha límite para excluirse es el 20 de septiembre de 2024 .
OBJETAR	Escriba al Tribunal para explicar el motivo por el cual no le satisface la Conciliación. Consulte la Sección 17 para obtener más información sobre cómo presentar su objeción. La fecha límite para presentar la objeción es el 20 de septiembre de 2024 .
ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA	Si presenta objeciones, también puede solicitar hablar en el tribunal sobre la imparcialidad de la Conciliación. Consulte la Sección 21 para obtener más información.
NO HACER NADA	Si no hace nada, <u>no</u> recibirá nada de la Conciliación. Usted estará obligado por los términos de la Conciliación y no podrá demandar a los Demandados en una demanda futura sobre cualquier reclamación eximida por la Conciliación. <i>La presentación de un Formulario de reclamación válido y en tiempo debido es la única manera de recibir un pago de esta Conciliación.</i>

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Estos derechos y estas opciones, y **las fechas límite para ejercerlos**, se explican en este aviso.

El Tribunal a cargo de este caso todavía no se ha pronunciado respecto de la aprobación de la Conciliación. Los pagos se realizarán solo después de que se resuelva cualquier asunto con la Conciliación. Si se rechaza la aprobación, se revierte en la apelación o no se vuelve definitiva, el caso continuará y no se realizará ningún pago. Debe ser paciente.

INFORMACIÓN BÁSICA

1. ¿Por qué se emitió este aviso?

El Tribunal autorizó este aviso al igual que el aviso que usted puede haber recibido por correo postal o correo electrónico para informarle sobre la conciliación de demanda colectiva propuesta que involucra a los Demandados. Usted tiene derechos y opciones legales que puede ejercer antes de que el Tribunal decida si aprueba la Conciliación propuesta. Este aviso explica la demanda, la Conciliación y sus derechos legales.

El Juez Ronald A. Barch del Tribunal de Circuito del Condado de Winnebago, Illinois, está supervisando el caso. El caso se conoce como *Howell et al. v. Bumble Trading L.L.C. et al.*, n.º 2021-L-307 (Tribunal de Circuito del Condado de Winnebago, Illinois). A las personas que iniciaron el juicio se les conoce como los Demandantes o Representantes del grupo. Las empresas a las que demandaron, a saber, Badoo Trading Limited y Bumble Trading L.L.C., se denominan los Demandados.

2. ¿Qué es una demanda colectiva?

En una demanda colectiva, una o más personas, que se conocen Demandantes o Representantes del grupo, presentan una demanda en representación de un grupo de personas que tienen reclamaciones similares. En este caso, dichas personas en su conjunto se denominan Grupo de demandantes. En una conciliación de demanda colectiva, el tribunal resuelve los problemas de todos los miembros del Grupo de demandantes, excepto los de las personas que se excluyen del Grupo de demandantes. Las personas que no se excluyen se denominan Miembros del grupo de demandantes. Después de que las partes llegaron a un acuerdo para resolver este caso, el Tribunal lo reconoció como un caso que puede tratarse como demanda colectiva a los fines de la conciliación.

LAS RECLAMACIONES DE LA DEMANDA Y LA CONCILIACIÓN

3. ¿De qué trata esta demanda?

Esta demanda involucra las aplicaciones de citas de Bumble y Badoo. La demanda alega que las aplicaciones violaron la Ley de Privacidad de la Información Biométrica de Illinois, 740 ILCS 14/1 y subsiguientes (“BIPA”), en relación con fotografías de usuarios que fueron cargadas a las aplicaciones. Bumble y Badoo niegan todas las acusaciones hechas en la demanda y no hacen ninguna admisión de culpabilidad o delito al formalizar la Conciliación. Puede encontrar una copia de la Querrela en la demanda en el sitio web de la Conciliación, www.HowellBIPASettlement.com.

4. ¿Por qué existe un acuerdo de conciliación?

El Tribunal no ha decidido si deben ganar este caso los Demandantes o los Demandados. En lugar de eso, las dos partes involucradas llegaron a una conciliación. Los Representantes del grupo y sus abogados (“Abogados del grupo”) consideran que la Conciliación obra en el mejor interés del Grupo de demandantes.

¿QUIÉNES ESTÁN INCLUIDOS EN LA CONCILIACIÓN?

5. ¿Cómo sé si formo parte del Grupo de demandantes?

El Grupo de demandantes incluye a todas las personas que utilizaron la aplicación Bumble o Badoo mientras eran residentes del estado de Illinois, o se encontraban en dicho estado entre el 1 de noviembre de 2016 y el 31 de diciembre de 2021.

Quedan excluidos del Grupo de demandantes (i) los Demandados; (ii) las empresas matrices, subsidiarias, afiliadas, funcionarios, directores, inversionistas y empleados de los Demandados; (iii) cualquier entidad en la que los Demandados tengan una participación mayoritaria; (iv) cualquier persona que, en cualquier otro asunto o procedimiento, haya acordado renunciar a las reclamaciones de otro modo cubiertas por la Conciliación antes del 20 de septiembre de 2024; y (v) cualquier juez que presida la demanda pendiente, el personal del juez y los miembros de la familia inmediata del juez.

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LOS BENEFICIOS DE LA CONCILIACIÓN

6. ¿Qué estipula la Conciliación?

Como parte de la Conciliación, los Demandados han acordado pagar \$40 millones en un fondo para pagar a cada Miembro del grupo de demandantes que presente una Reclamación válida, así como los honorarios y gastos de los abogados aprobados por el tribunal, las Adjudicaciones por servicios a los Representantes del grupo y los costos de administración del aviso y de la conciliación. Cada Miembro del grupo de demandantes que presente una Reclamación válida y oportuna puede recibir una parte *proporcional* del Fondo Neto de la Conciliación. El pago por persona para cada Reclamante válido depende de ciertos factores desconocidos, que incluyen la cantidad de Formularios de reclamación presentados. Como parte de la Conciliación, los Demandados han acordado eliminar toda información biométrica o identificadores biométricos del Grupo de demandantes que se hayan obtenido durante el proceso de verificación fotográfica o moderación de contenido (si los hubiera) y que, sujeto a cualquier cambio en la autoridad pertinente, los Demandados continuarán cumpliendo con lo establecido en BIPA en la medida en que recopilen datos dentro del alcance de la ley. Los Abogados del grupo pedirán al Tribunal que solicite hasta el 35 por ciento del Fondo de conciliación como pago de los honorarios justificados de los abogados, más los gastos, por un monto que será aprobado por el Tribunal, y los Representantes del grupo solicitarán hasta \$5,000 cada uno en Adjudicaciones por servicio por su tiempo y esfuerzo invertidos en servir al Grupo. La moción de honorarios y gastos de los Abogados del grupo, así como la solicitud de remuneración por servicios de parte de los Representantes del grupo, estarán disponibles en www.HowellBIPASettlement.com una vez que se hayan presentado.

CÓMO OBTENER LOS BENEFICIOS

7. ¿Cómo presento una reclamación?

Para presentar una reclamación, visite www.HowellBIPASettlement.com o llame al 877-763-0944 para solicitar un Formulario de reclamación. Las instrucciones sobre cómo presentar su reclamación aparecen en el Formulario de reclamación. Puede enviar su Formulario de reclamación directamente a través del Sitio web de la conciliación en www.HowellBIPASettlement.com, imprimirlo y enviarlo por correo electrónico a info@HowellBIPASettlement.com, o imprimirlo y enviarlo por correo postal de EE. UU. a Howell v. Bumble Trading L.L.C. Settlement Administrator PO Box 2567 Portland, OR 97208-2567.

Para que sea válido, su Formulario de reclamación debe ser completo y preciso y debe ser presentado a más tardar el **20 de septiembre de 2024** usando los métodos especificados en el Formulario de reclamación. El Formulario de reclamación requerirá que un Miembro del grupo de demandantes proporcione la siguiente información: (i) nombre completo; (ii) cualquier nombre de usuario de Bumble o Badoo; (iii) cualquier dirección de correo electrónico y número de teléfono asociados con su cuenta (o cuentas) de Bumble o Badoo; (iv) declaración personal que confirme que el Miembro del grupo de demandantes cumple con los requisitos de elegibilidad para ser un Miembro del grupo de demandantes; (v) información de Venmo o PayPal o información suficiente para el pago mediante cheque para que el Administrador de la Conciliación emita un beneficio monetario en efectivo; y (vi) una declaración bajo protesta de decir la verdad de que el Miembro del grupo no ha presentado más de una reclamación y que la información que el Miembro del grupo presenta es correcta. El Miembro del grupo de demandantes que reclama también debe tener el Número de reclamación de la tarjeta postal o el aviso por correo electrónico que recibió para ingresar en el Formulario de reclamación.

8. ¿Cuándo recibiré mi pago?

El Tribunal celebrará una audiencia el **23 de octubre de 2024** a las **11:00 a. m.** para decidir si aprobará o no la Conciliación. El Tribunal puede cambiar la Audiencia de aprobación definitiva a una fecha u hora diferente sin proporcionar un Aviso adicional al Grupo de demandantes, pero usted puede confirmar la fecha y hora de la audiencia en www.HowellBIPASettlement.com. A continuación, encontrará más información sobre la Audiencia de aprobación definitiva en respuesta a la pregunta n.º 19.

Si se aprueba la Conciliación, es posible que se presenten apelaciones. El proceso de apelación puede llevar tiempo. Si no se presenta una apelación, su Beneficio de demanda colectiva se procesará de inmediato. Debe ser paciente.

Las actualizaciones con respecto a la Conciliación y cuándo se realizarán los pagos se publicarán en www.HowellBIPASettlement.com.

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LOS ABOGADOS QUE LO REPRESENTAN

9. ¿Tengo un abogado en este caso?

Sí, el Tribunal ha designado a los abogados Katrina Carroll de Lynch Carpenter LLP, Jonathan M. Jagher de Freed Kanner London & Millen, LLC, y Evan M. Meyers de McGuire Law, P.C. como abogados para representarlo a usted y a otros miembros del Grupo de demandantes. Estos abogados se conocen como los “Abogados del grupo de demandantes”. No se le cobrarán los servicios de estos abogados.

Además, el Tribunal designó a los Demandantes Dario Dzananovic y Kemelle Howell para que actúen en calidad de Representantes del grupo. Son miembros del Grupo de demandantes al igual que usted. Los datos de contacto del Abogado del grupo son los siguientes:

Katrina Carroll
LYNCH CARPENTER LLP
111 W. Washington Street, Suite 1240
Chicago, IL 60602
katrina@lcllp.com

Jonathan M. Jagher
FREED KANNER LONDON & MILLEN, LLC
923 Fayette Street
Conshohocken, PA 19428
jjagher@fklmlaw.com

Evan M. Meyers
MCGUIRE LAW, PC
55 W. Wacker Dr., 9th Fl.
Chicago, IL 60601
emeyers@mcgpc.com

10. ¿Debo contratar a mi propio abogado?

No necesita contratar a su propio abogado debido a que los Abogados del Grupo están trabajando en su nombre sin que usted tenga que pagar ningún costo adicional. Si desea tener su propio abogado, tendrá que pagarle usted mismo. Por ejemplo, puede pedirle a su abogado que comparezca en nombre suyo ante el tribunal, por su cuenta y cargo, si desea que alguien que no sea el Abogado de la demanda colectiva lo represente.

11. ¿Cómo se pagará a los abogados?

Los Abogados del grupo pedirán al Tribunal que solicite hasta el 35 por ciento del Fondo de conciliación como pago de los honorarios justificados de los abogados, más los gastos, por un monto que pueda ser aprobado por el Tribunal, y los Representantes del grupo solicitarán hasta \$5,000 cada uno en adjudicaciones por servicio por su tiempo y esfuerzo invertidos en servir al Grupo. Dichos montos se pagarán a partir del Fondo de la Conciliación, si lo aprueba el Tribunal. La moción de honorarios y gastos de los Abogados del grupo, así como la solicitud de remuneración por servicios de parte de los Representantes del grupo, estarán disponibles en www.HowellBIPASettlement.com una vez que se hayan presentado. El Tribunal puede otorgar cantidades menores que los montos solicitados por los Abogados del grupo y los Demandantes, y cualquier dinero no otorgado de estas solicitudes permanecerá en el Fondo de conciliación para pagar a los Miembros del grupo de demandantes, sujeto a los términos de la Conciliación.

SUS DERECHOS Y OPCIONES

12. ¿Qué pasa si no hago nada?

Si usted no hace nada, no recibirá nada de la Conciliación, y estará obligado legalmente conforme a todas las órdenes y sentencias del Tribunal. A menos que se excluya, no podrá iniciar una demanda ni formar parte de ninguna otra demanda contra los Demandados por ninguna reclamación que se resuelva en la Conciliación. *La presentación de un Formulario de reclamación válido y en tiempo debido es la única manera de recibir un pago de esta Conciliación.*

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13. ¿Qué sucede si pido ser excluido?

Si se excluye de la Conciliación, no puede reclamar el Beneficio monetario del Grupo de demandantes. Usted no estará obligado por ninguna orden o sentencia del Tribunal. Podrá iniciar una demanda o ser parte de otra demanda contra los Demandados por reclamaciones resueltas por la Conciliación.

14. ¿Cómo pido que se me excluya?

Puede pedir que se le excluya de la Conciliación hasta el día **20 de septiembre de 2024**. Para solicitar su exclusión, debe completar, firmar y enviar por correo postal o correo electrónico al Administrador de la conciliación una solicitud de exclusión firmada, utilizando el formulario disponible en el Sitio web de la conciliación, www.HowellBIPASettlement.com. Debe firmar personalmente el formulario de solicitud de exclusión bajo protesta de decir la verdad. No se permitirán las llamadas exclusiones en “masa” o “colectivas”. También se le pedirá que proporcione: (i) el nombre de la demanda; (ii) su nombre completo, dirección postal, nombre de usuario, dirección de correo electrónico y número de teléfono asociado con su cuenta (o cuentas) de Bumble o Badoo; (iii) una declaración específica de su intención de ser excluido de la Conciliación; y (iv) la identidad de su abogado, si cuenta con tal representación. Los Demandados tendrán derecho a impugnar la puntualidad y validez de cualquier solicitud de exclusión presentada por usted.

Debe enviar su solicitud de exclusión por correo electrónico a exclusions@HowellBIPASettlement.com a más tardar el **20 de septiembre de 2024**, o enviar por correo postal su solicitud de exclusión con sello postal fechado a más tardar el **20 de septiembre de 2024** a:

Howell v. Bumble Trading L.L.C.
Settlement Administrator
PO Box 2567
Portland, OR 97208-2567

No puede excluirse por teléfono o fax.

15. Si no me excluyo, ¿puedo demandar a los Demandados por los mismos motivos en el futuro?

No. A menos que se excluya, renuncia a cualquier derecho de demandar o continuar demandando a los Demandados por cualquier reclamación relacionada con el objeto de las reclamaciones de este caso.

Eso significa que los Demandados, sus respectivos propietarios actuales y anteriores, empresas matrices, subsidiarias de propiedad total o mayoritaria, divisiones, entidades afiliadas y relacionadas de cualquier naturaleza, ya sea directa o indirecta, así como cada uno de los respectivos predecesores de los Demandados y de dichas entidades, sucesores, cesionarios, licenciatarios, representantes, causahabientes, fideicomisarios, adquirentes, suministradores, proveedores de servicios, proveedores, compradores, usuarios, y vendedores, todas las demás personas, entidades, y corporaciones que actúan en su nombre, y cualquiera de sus directores actuales y anteriores, oficiales, empleados, directores, agentes, asesores, consultores, socios, contratistas, aseguradoras, reaseguradoras, subrogatarios, accionistas y abogados, incluidos, sin limitación, cualquier persona relacionada con dicha entidad o persona que sea, haya sido o pudiera haber sido designado como parte demandada en esta demanda, de toda reclamación, demanda, derecho, daño, arbitraje, responsabilidad, obligación, querrela, deuda, gravamen y causa de acción (incluidas, sin limitación, las reclamaciones por honorarios de abogados y gastos y costos) de conformidad con cualquier teoría de recuperación (incluidos, entre otros, aquellos basados en contrato o de forma extracontractual, conforme al derecho o la equidad, según una ley, estatuto, ordenanza o regulación federal, estatal o local) de cualquier naturaleza y descripción, determinado o no determinado, real o presunto, existente o cuya existencia se afirma, incluidas las reclamaciones desconocidas, a la fecha de formalización de la Conciliación que se ha afirmado o podría haberse afirmado en esta demanda, o que se relacionen con la recopilación, captura, almacenamiento, uso, beneficio, posesión, divulgación o difusión de los datos personales de los usuarios, incluidos los identificadores biométricos o la información biométrica.

16. Si me excluyo, ¿puedo obtener algo de esta conciliación?

No. Si usted se excluye, renuncia al derecho de recibir cualquier Beneficio de la conciliación. La presentación de un Formulario de reclamación válido y en tiempo debido es la única manera de recibir un pago de esta Conciliación.

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17. ¿Cómo presento una objeción a la Conciliación?

Si es un miembro del Grupo de demandantes y no se excluye, puede objetar cualquier parte de la Conciliación si no le gusta alguna parte de la misma. Además, puede objetar la solicitud de los honorarios y gastos de los abogados del Grupo de demandantes y la adjudicación del servicio de los Representantes del grupo. El Tribunal considerará sus opiniones.

Su objeción y los documentos de justificativos deben constar por escrito y deben incluir: (i) una leyenda o un título que lo identifique como “Objeción a la Conciliación de la demanda colectiva en *Howell et al. v. Bumble Trading L.L.C. et al.*, n.º 2021-L-307 (Tribunal de Circuito del Condado de Winnebago, Illinois)”; (ii) su nombre, dirección, dirección de correo electrónico, número de teléfono y nombre de usuario de Bumble o Badoo, si los hubiera; (iii) todos los fundamentos de la objeción, con el sustento fáctico y legal para cada fundamento establecido; (iv) la identidad de cualquier testigo al que pueda llamar para testificar; (v) copias de cualquier apéndice que usted tenga la intención de presentar como prueba en la Audiencia de aprobación definitiva; (vi) una declaración que identifique a su abogado si usted cuenta con la representación de un abogado, incluido el abogado anterior o actual que pueda tener derecho a una compensación por cualquier motivo relacionado con la objeción, junto con una declaración de la cantidad de veces en las que el abogado ha objetado un acuerdo de demanda colectiva dentro de los cinco años anteriores a la presentación de la objeción y el título del caso para cada objeción anterior, y una copia de cualquier orden relevante que aborde la objeción; (vii) una declaración de si tiene la intención de comparecer en la Audiencia de aprobación definitiva con o sin abogado; (viii) su firma (y la de su abogado) en la objeción escrita; y (ix) una declaración bajo protesta de decir la verdad de que la información que usted y su abogado proporcionaron es verdadera y correcta.

Para ser oportuna, la objeción debe (a) presentarse ante el Tribunal, ya sea entregándola en persona en el Decimoséptimo Circuito Judicial del Condado de Winnebago, Illinois, o enviándola por correo al Secretario del Tribunal para su presentación en 400 West State St., Rockford, IL 61101, y (b) presentarse o tener matasellos del **20 de septiembre de 2024** o antes.

Si usted o su abogado desea comparecer en la Audiencia de aprobación definitiva, debe entregar a los Abogados del grupo (consulte las direcciones en la pregunta 9 que antecede) y al abogado de los Demandados (tcheung@mof.com), y presentar ante el Tribunal a la dirección anterior, a más tardar 21 días antes de la fecha de la audiencia, un aviso de su intención de comparecer en la audiencia. Si contrata a un abogado que no sea el Abogado del grupo para que lo represente en la Audiencia de aprobación definitiva, el abogado debe (i) presentar un aviso de comparecencia ante el Tribunal a más tardar el 20 de septiembre de 2024, y (ii) entregar una copia del aviso de comparecencia a los Abogados del grupo y a los abogados de los Demandados, a más tardar el 20 de septiembre de 2024.

Si no presenta oportunamente una objeción por escrito de acuerdo con estos requisitos, renunciará a todos los derechos que pueda tener para objetar, comparecer, presentar testimonio de testigos o presentar pruebas; tendrá prohibido comparecer, hablar o presentar cualquier testimonio o prueba en la Audiencia de aprobación definitiva; se le impedirá revisar el Acuerdo de conciliación o Acuerdo de conciliación por apelación u otros medios; y estará obligado por todos los términos del Acuerdo de conciliación y por todos los procedimientos, pedidos, y sentencias en la demanda.

Los Abogados del grupo presentarán ante el Tribunal y publicarán en el Sitio web de la Conciliación su solicitud de honorarios y gastos de los abogados y adjudicación de servicios el día 30 de agosto de 2024.

18. ¿Cuál es la diferencia entre objetar y excluirme de la Conciliación?

Objetar significa decirle al Tribunal que a usted no le gusta algo de la Conciliación. Puede objetar únicamente si permanece el Grupo de demandantes (es decir, si no se excluye de la Conciliación). Excluirse del Grupo de demandantes significa indicarle al Tribunal que no quiere formar parte de la Conciliación. Si se excluye, no tiene ningún fundamento para presentar una objeción, puesto que el caso ya no le afecta.

LA AUDIENCIA DE APROBACIÓN DEFINITIVA DEL TRIBUNAL

19. ¿Cuándo y dónde celebrará el Tribunal la Audiencia de aprobación definitiva sobre la imparcialidad de la Conciliación?

La Audiencia de aprobación definitiva se llevará a cabo el **23 de octubre de 2024** a las **11:00 a. m.**, en la Sala 426 del Tribunal del Condado de Winnebago, ubicada en 400 West State St., Rockford, IL 61101, o mediante otro acceso a distancia según lo determine el Tribunal. En la Audiencia de aprobación definitiva, el Tribunal escuchará

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las objeciones y los argumentos con respecto a la imparcialidad de la propuesta de Conciliación, incluido el monto solicitado por los Abogados del grupo en concepto de honorarios de abogados y gastos, y pago por servicios para los Representantes del grupo.

La fecha y la hora de la Audiencia de aprobación definitiva, al igual que si la audiencia se realizará en persona o mediante acceso a distancia, están sujetas a cambios por orden del Tribunal. Cualquier cambio se publicará en el sitio web de la Conciliación (www.HowellBIPASettlement.com) o estará disponible a través de los registros del Tribunal.

20. ¿Tengo que asistir a la Audiencia de aprobación definitiva?

No. El Abogado del Grupo de demandantes responderá cualquier pregunta que pudiera tener el Tribunal, pero usted puede asistir por su cuenta. Si envía una objeción, no tiene que presentarse ante el tribunal para hablar sobre esta. Siempre que su objeción por escrito se haya presentado al Tribunal de forma oportuna y cumpla los demás criterios antes descritos, el Tribunal la considerará. También puede pagarle a otro abogado para que asista, pero no tiene la obligación de hacerlo.

21. ¿Puedo declarar en la Audiencia de aprobación definitiva?

Si no se excluye del Grupo de demandantes, puede solicitar al Tribunal permiso para hablar en la Audiencia de aprobación definitiva con respecto a cualquier parte de Conciliación propuesta al incluir la solicitud de hablar de su objeción siguiendo las instrucciones indicadas en la respuesta a la pregunta 17.

CÓMO OBTENER MÁS INFORMACIÓN

22. ¿Dónde puedo encontrar información adicional?

Este aviso resume la Conciliación propuesta. Para conocer los términos y condiciones precisos de la Conciliación, consulte el Acuerdo de conciliación disponible en www.HowellBIPASettlement.com o comuníquese con los Abogados del grupo (consulte la respuesta a la pregunta 9 que antecede).

También puede acceder a los registros judiciales relacionados con el caso en el expediente del Tribunal o visitando al Secretario del Tribunal de Circuito del Condado de Winnebago, en un horario de 8:00 a. m. a 4:30 p. m., de lunes a viernes, excepto los feriados del Tribunal.

Para obtener más información sobre la Conciliación, visite www.HowellBIPASettlement.com, llame al número gratuito **877-763-0944** o comuníquese con los Abogados del grupo.

NO SE COMUNIQUE CON EL TRIBUNAL, EL JUEZ O LOS DEMANDADOS PARA REALIZAR PREGUNTAS SOBRE LA CONCILIACIÓN O EL PROCESO DE RECLAMACIONES.

Attachment 6

Life Wellness Food Humankind Pets Horoscopes Women of the Century Problem Solved More



Miss Kansas pledges to fight domestic violence

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We're always working to improve your experience. [Let us know what you think.](#)

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Animal kind

The mom finally went to the other side of the parking lot.

0:19 | 0:45

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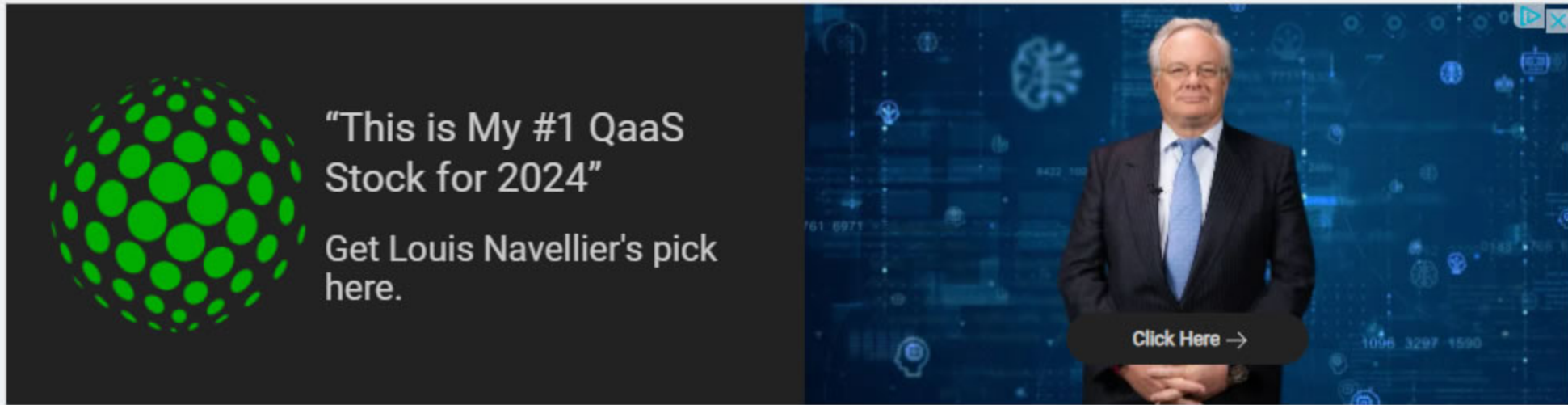
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Lifestyle



Taste of River North returns this weekend for 20th year

The ultimate foodie fest, Taste of River North, offers visitors the opportunity to sample the best of the neighborhood. The event goes from 11 a.m. to 10 p.m. Saturday and Sunday on Wells Street between Ontario and Chicago.

July 20, 2024 10:11am CDT



Chicago nonprofit using fashion to call attention to pollution

Designers are coming together on Saturday for the "Trashion Show."

July 19, 2024 6:40pm CDT



Chicago weekend events: Music and food fests galore

Here are some events to check out if you want to take advantage of the pleasant weather conditions in Chicago this weekend:

July 19, 2024 6:24pm CDT



2 deaths linked to listeria outbreak, more than 2 dozen hospitalized, CDC says

The listeria outbreak is linked to meat that was sliced at grocery store deli counters, the Centers for Disease Control and Prevention said.

July 19, 2024 5:00pm CDT



Humor can play a role in good parenting, survey suggests

A new survey highlights the potential benefit humor plays in parenting.

July 19, 2024 4:34pm CDT



Expat in West Town has a little something for everybody

Expat is offering a new experience in Chicago. It's a restaurant and cafe by day and a bar and dinner spot at night.

July 19, 2024 1:01pm CDT



Global outage grounds flights, affects banks and hospitals

The issue reportedly stemmed from a faulty update.

July 19, 2024 1:00pm CDT




Does money buy happiness? A new study suggests it can

A study sampled more than 33,000 employed U.S. adults who answered questions on a scale called "satisfaction"

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Kamala Harris could beat Trump with this VP



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TODAY'S WEATHER

MON, JUL 22

Variable cloudiness with a couple of showers and a thunderstorm; humid **Hi: 81°**
 Tonight: A shower in spots this evening; otherwise, humid with increasing clouds **Lo: 68°**

CURRENT WEATHER

10:59 AM

78°
 RealFeel™ 84°

RealFeel Shade™ **76°**
 Wind **NNE 4 mph**
 Wind Gusts **4 mph**
 Air Quality **Fair**

Mostly cloudy
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LOOKING AHEAD

Watch for a heavy thunderstorm Wednesday; storms can bring damaging winds

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MON, JUL 22

Variable cloudiness with a couple of showers and a thunderstorm; humid Hi: 81°

Tonight: A shower in spots this evening; otherwise, humid with increasing clouds Lo: 68°

CURRENT WEATHER

10:59 AM



78°F RealFeel® 84°

RealFeel Shade™	76°
Wind	NNE 4 mph
Wind Gusts	4 mph
Air Quality	Fair

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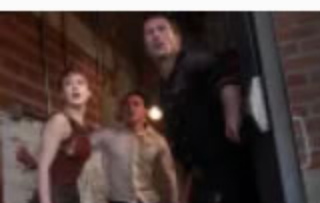


'Twisters' whips up \$80.5 million at box office, while 'Deadpool & Wolverine' looms

BY LINDSEY BAHR

July 21, 2024 at 11:16 a.m.

Moviegoers ran toward the tornadoes this weekend, propelling " Twisters " to a blockbuster opening.



'Twisters' review: A hint of romance, but mostly just one tornado after another

BY MICHAEL PHILLIPS

July 18, 2024 at 9:32 a.m.

Daisy Edgar-Jones, Glen Powell and Anthony Ramos star in director Lee Isaac Chung's movie about...



Column: What's present, and absent, in that hugely influential Trump rally photo

BY MICHAEL PHILLIPS

July 18, 2024 at 5:22 p.m.

Tribune critic Michael Phillips talks with photo editor Marianne Mather about how we've to responded...



'Despicable Me 4' reigns at box office, while 'Longlegs' gets impressive start

BY LINDSEY BAHR

July 14, 2024 at 3:15 p.m.

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Attachment 7

Bumble/Badoo

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Bumble & Badoo Dating App - Class Action Settlement

Did you use the Bumble or Badoo app while in Illinois? Cash benefits may be available. To find out more information and to see if you are included, visit the settlement website.

Bumble Securities Litigation
<https://www.bumblesecuritieslitigation.com>

Home | in re: Bumble, Inc. Securities Litigation

Lead Plaintiff, on behalf of itself and the **Settlement** Class, has agreed to settle the Action in exchange for \$18,000,000 in cash (the “**Settlement** Amount”). If ...

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Feb 22, 2024 – CBS News, Class-Action Lawsuit Claims **Tinder**, Hinge Dating Apps Designed to Addict Users (Feb. 15, 2024). Consumer Protection Laws, WEX LAW ...



CBS News

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Class-action lawsuit claims Tinder, Hinge dating apps ...

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Parent company of OkCupid, Hinge, and **Tinder** the Match ... Apr 19, 2024

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For more information, please see to the Judgment Approving **Class Action Settlement**, Order approving Plan of Allocation Of Net Settlement Fund and the Order Awarding Attorneys' Fees and...

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Mar 4, 2024 · Litigants in an **Illinois** privacy case involving the Badoo dating app told a federal judge they have reached a preliminary settlement, halting a need to proceed with a court order to...

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Bumble Inc. | Bernstein Litowitz Berger & Grossmann LLP

Sep 10, 2021 · Throughout the **Class** Period, Defendants allegedly made materially false and misleading statements and omissions regarding Bumble's business and financial performance,...

Case Leader: Jeremy P. Robinson Case Number: 1:22-cv-00624

Class Period: 09/10/2021-01/24/2022

securities.stanford.edu > filings-case

Securities Class Action Clearinghouse: Case Page

Jan 24, 2022 · Filing Date: January 24, 2022. According to the Complaint, Bumble Inc. operates online dating and social networking platforms in North America, Europe, and internationally. The t...

news.bloomberglaw.com > litigation > bumble-cant

Bumble Can't Dodge Biometric Class Action Over Badoo App Yet

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Home | in re: Bumble, Inc. Securities Litigation

This website provides information about a securities class action settlement against Bumble and its underwriters for false and misleading statements in the SPO offering documents. The...

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Dating app Bumble to pay New Jersey \$315,000 over claims it ...

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AG Platkin: Bumble Inc. to pay civil penalty, change ...

WEB Feb 21, 2024 · Under the terms of a settlement filed today, **within 45 days** Bumble must update its disclosures on Bumble and Badoo sites to accurately describe its practices ...

NJ NJBIZ <https://njbiz.com/dating-app-bumble-swipes-right...>

Dating app Bumble swipes right on \$315K settlement with NJ

WEB Feb 22, 2024 · N.J. reached a **settlement** with **Bumble** to resolve allegations the dating app violated consumer protection and internet dating safety laws.

11 11thestate.com <https://11thestate.com/cases/bumble-investors-settlement>

Bumble (BMBL) Investors \$18M Settlement - 11thestate

WEB Sep 10, 2021 · a material number of paying users were leaving the **Badoo app** and/or could not make payments through the **Badoo app** due, in substantial part, to problems arising ...

INSURANCE Insurance Journal <https://www.insurancejournal.com/news/east/2024/02/23/761919.htm>



W f i

Badoo is a dating-focused entrepreneur Andrey Andre... Cyprus and London, United Kingdom
[Wikipedia](#)

badoo.com

Type of site [Dating](#)
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[See more](#)

Badoo is a **true melting pot** of online daters. People from all over the world, speaking a variety of different languages, have a profile.

Badoo had a **live chat** feature in April 2020 because the company used a primitive way instead of just a profile.

This enabled users to find people from all over the world. The mass adoption of **modern mobile er**

What is the most at

About 134,000 results

Bumble & Badoo App Settlement | Class Action Litigation | See if you are included

www.howellbipasettlement.com

Ad Cash benefits may be available to app users in Illinois between 11/1/2016 to 12/31/2021. To find out more information and to see if you are included, visit the settlement website.



ClassAction.org

<https://www.classaction.org/blog/bumble-data...>

Bumble Data Breach: Class Action Alleges Dating App Was ...



All of The Data

Lawsuit Claims Bumble's ...

Who Does The Lawsuit L



The lawsuit explains that Bumble's stated purpose is **to end misogyny** by empowering **women**. Launched in 2014, the popular app, which, like Tinder, works on the premise of a user "swiping right" on someone they might be interested in, is designed so that in order for a man to be able to contact a female user, the woman must first have shown interest i...

[See more on classaction.org](https://www.classaction.org)

Occupation: Editorial-News **Published:** Jan 10, 2022

EXPLORE FURTHER



Bumble Auto-Renewal Class Action Settlement

[topclassactions.com](https://www.topclassactions.com)



COMPLAINTS - BUMBLE COMPLAINTS

[bumblecomplaints.com](https://www.bumblecomplaints.com)

Recommended to you based on what's popular • Feedback



Follow Our Courts

<https://followourcourts.com/2022/02/bumble-dating...>

Bumble dating app gender discrimination case settled

WEB A Riverside class-action **lawsuit** alleging the dating **app** Bumble discriminates against men was settled Jan. 28 with a \$3.26 million payout and a new reactions feature.

Tags: [Bumble Dating Scams](#) [Bumble Dating App Issues](#) [Dating Apps](#)



Top Class Actions

<https://topclassactions.com/lawsuit-settlements...>

Bumble class action alleges app collects, customer user ...

WEB Nov 10, 2023 · Bumble users began reporting in August 2021 the reception of payments stemming from a **\$1.3** million class action settlement made to resolve claims the app ...

Attachment 9

[Click here](#) to view this message in a browser window.

Reminder: The deadline to act (Submit a Claim, Exclude Yourself, or Object) is September 20, 2024. If you have already responded, you may disregard this email. The Circuit Court of Winnebago County, Illinois approved this notice.

If you used the Bumble or Badoo app while a resident of, or located in, the State of Illinois between November 1, 2016 and December 31, 2021, a proposed class action settlement may affect your rights.

For more information about your options and related deadlines, visit www.HowellBIPASettlement.com.

This lawsuit involves the Bumble and Badoo dating apps. The lawsuit alleges that the apps violated Illinois's Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* ("BIPA"), in connection with user photographs uploaded to the apps. Bumble and Badoo ("Defendants") deny all the allegations made in the lawsuit and do not make any admission of guilt or wrongdoing by entering into the Settlement.

Who's included? You are a member of the Settlement Class if you used the Bumble or Badoo apps while a resident of, or located in, the State of Illinois between November 1, 2016 and December 31, 2021. **You must submit a Claim Form to receive a cash benefit.**

What does the Settlement provide? If the Court approves the Settlement, Defendants have agreed to create a \$40 Million Settlement Fund to pay Valid Claims, settlement administration expenses, attorneys' fees and expenses, and Class Representative Service Awards. Each Settlement Class Member who submits a timely, valid Claim Form may receive a *pro rata* portion of the Net Settlement Fund. The per-person payment to each Valid Claimant depends on certain unknown factors, including the number of Claim Forms submitted. Defendants have also agreed to delete any previously-collected biometric information and/or biometric identifiers of the Settlement Class that were obtained during the photo verification or content moderation process (if any) and that, subject to any changes in relevant authority, Defendants will continue to comply with BIPA to the extent that they collect data that falls within the scope of the statute. Class Counsel will apply to the Court seeking up to 35 percent of the Settlement Fund as payment for reasonable attorneys' fees, plus expenses in an amount as may be approved by the Court, and the Class Representatives will apply for up to \$5,000 each in Service Awards for their time and effort expended in serving the Settlement Class. Class Counsel's motion for fees and expenses, as well as the Class Representatives' application for service awards, will be available at www.HowellBIPASettlement.com once they have been filed.

How do you get a payment? You must submit a Claim Form to receive a payment. To be valid, your Claim Form must be complete, accurate, and submitted no later than **September 20, 2024**. Settlement Class Members can submit a Claim Form online at www.HowellBIPASettlement.com, or visit the website and download a Claim Form and submit it by mail. Visit www.HowellBIPASettlement.com for more information on submitting your claim.

Your Claim Form must also include a completed attestation regarding the accuracy of the information submitted and the requested information about your account, including: (i) your full legal name; (ii) any Bumble or Badoo username; and (iii) any email address and phone number associated with your Bumble or Badoo account. You will also need to provide your **Unique ID:** [REDACTED] and information for payment by Venmo, PayPal, or check sufficient to issue any cash benefit to which you are entitled.

What are your other options? You can do nothing, exclude yourself, or object to the Settlement. If you do nothing, you will be legally bound by the Settlement, and you won't receive a payment. If you do not want to be bound by the Settlement, you must exclude yourself following the instructions at www.HowellBIPASettlement.com by **September 20,**

2024. If you do not exclude yourself, you may object to the Settlement by **September 20, 2024.**

For more information about the Settlement, how to make a claim, exclude yourself, object, or attend the Final Approval Hearing, please visit the website, www.HowellBIPASettlement.com, or call the toll-free number 877-763-0944.

AK281_v07

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Our address is {{Account.BIZ_ADDRESS}}

[Click here](#) to unsubscribe from emails from Howell v. Bumble Inc.
(You can also send your request to **the Settlement Administrator** at the street address above.)

Attachment 10



**Exclusion Report - All Valid Exclusion Requests
Howell v. Bumble Inc**

10/4/2024

Number	First Name	Last Name
1	MORGAN	MARCUS
2	MORGAN	BOYER
3	MAURICIO	VACA TAPIA
4	JOSE	BRITO
5	KENNETH	HITCHELL

Exhibit C

(to motion for final approval)

2. McGuire Law, P.C. is a litigation firm based in Chicago, Illinois that focuses on class action litigation, representing clients in class actions in both state and federal trial and appellate courts throughout the country. A copy of the firm resume of McGuire Law, P.C. was attached to the Motion for Preliminary Approval filed on May 30, 2024.

3. The attorneys of McGuire Law and I have regularly engaged in complex litigation on behalf of consumers and have extensive experience in class action lawsuits similar in size and complexity to the instant case, including dozens of BIPA class actions. McGuire Law attorneys and their firms have been appointed as class counsel in numerous complex class actions, including multiple BIPA class actions, in state and federal courts in Illinois and across the country. *See, e.g., McFerren et al., v. AT&T Mobility, LLC* (Sup. Ct. Fulton County, Ga. 2008); *Gray et al. v. Mobile Messenger Americas, Inc. et al.* (S.D. Fla. 2008); *Gresham et al. v. Keppler & Associates, LLC et al.* (Sup. Ct. Los Angeles County, Cal. 2008); *Sims et al. v. Cellco Partnership et al.* (N.D. Cal. 2009); *Van Dyke et al. v. Media Breakaway, LLC et al.* (S.D. Fla. 2009); *Paluzzi, et al. v. mBlox, Inc., et al.* (Cir. Ct. Cook County, Ill. 2009); *Valdez et al. v. Sprint Nextel Corporation* (N.D. Cal. 2009); *Ryan et al. v. Snackable Media, LLC* (Cir. Ct. Cook County, Ill. 2011); *Parone et al. v. m-Qube, Inc. et al.* (Cir. Ct. Cook County, Ill. 2010); *Williams et al. v. Motricity, Inc. et al.* (Cir. Ct. Cook County, Ill. 2011); *Walker et al. v. OpenMarket, Inc. et al.* (Cir. Ct. Cook County, Ill. 2011); *Schulken at al. v. Washington Mutual Bank, et al.* (N.D. Cal. 2011); *In re Citibank HELOC Reduction Litigation* (N.D. Cal. 2012); *Rojas v. Career Education Corp.* (N.D. Ill. 2012); *Murray et al. v. Bill Me Later, Inc.* (N.D. Ill. 2014); *Gomez et al v. Campbell-Ewald Co.* (C.D. Cal. 2014); *Manouchehri, et al. v. Styles for Less, Inc., et al.* (S.D. Cal. 2016); *Valladares et al. v. Blackboard, Inc. et al.* (Cir. Ct. Cook County, Ill. 2016); *Hooker et al v. Sirius XM Radio, Inc.* (E.D. Va. 2017); *Flahive et al v. Inventurus Knowledge Solutions, Inc.* (Cir. Ct. Cook County, Ill. 2017); *Serrano et al. v. A&M (2015) LLC* (N.D. Ill. 2017); *Vergara et. al. v. Uber Technologies, Inc.* (N.D. Ill.

2018); *Zepeda v. International Hotels Group, Inc. et al.* (Cir. Ct. Cook County, Ill 2018); *Kovach et al v. Compass Bank* (Cir. Ct. Jefferson County, Ala. 2018); *Svagdis v. Alro Steel Corp.* (Cir. Ct. Cook County, Ill. 2018); *Zhirovetskiy v. Zayo Group, LLC* (Cir. Ct. Cook County, Ill. 2019); *Marshall v. Lifetime Fitness, Inc.* (Cir. Ct. Cook County, Ill. 2019); *McGee v. LSC Communications, Inc. et al.* (Cir. Ct. Cook County, Ill. 2019); *Prather et al. v. Wells Fargo Bank, N.A.* (N.D. Ill. 2019); *Nelson et al v. Nissan North America, Inc.* (M.D. Tenn. 2019); *Smith v. Pineapple Hospitality Co., et al.* (Cir. Ct. Cook County, Ill. 2020); *Garcia v. Target Corp.* (D. Minn. 2020); *Roberts v. Superior Nut and Candy Co., Inc.* (Cir. Ct. Cook County, Ill. 2020); *Rafidia v. KeyMe, Inc.* (Cir. Ct. Cook County, Ill. 2020); *Burdette-Miller v. William & Fudge, Inc.* (Cir. Ct. Cook County, Ill. 2020); *Farag v. Kiip, Inc.* (Cir. Ct. Cook County, Ill. 2020); *Lopez v. Multimedia Sales & Marketing, Inc.* (Cir. Ct. Cook County, Ill. 2020); *Prelipceanu v. Jumio Corp.* (Cir. Ct. Cook County, Ill. 2020); *Williams v. Swissport USA, Inc.* (Cir. Ct. Cook County, Ill. 2020); *Glynn v. eDriving, LLC* (Cir. Ct. Cook County, Ill. 2020); *Pearlstone v. Costco Wholesale Corp.* (E.D. Mo. 2020); *Kusinski v. ADP, LLC* (Cir. Ct. Cook County, Ill. 2021); *Draland v. Timeclock Plus, LLC* (Cir. Ct. Cook County, Ill. 2021); *Harrison v. Fingercheck, LLC* (Cir. Ct. Lake County, Ill. 2021); *Rogers v. CSX Intermodal Terminals, Inc.* (Cir. Ct. Cook County, Ill. 2021); *Freeman-McKee v. Alliance Ground Int'l, LLC* (Cir. Ct. Cook County, Ill. 2021); *Gonzalez v. Silva Int'l, Inc.* (Cir. Ct. Cook County, Ill. 2021); *Salkauskaite v. Sephora USA, Inc.* (Cir. Ct. Cook County, Ill. 2021); *Williams v. Inpax Shipping Solutions, Inc.*, 2018-CH-02307 (Cir. Ct. Cook County, Ill. 2021); *Roberts v. Paramount Staffing, Inc.*, 2017-CH-15522 (Cir. Ct. Cook County, Ill. 2021); *Roberts v. Paychex, Inc.*, 2019-CH-00205 (Cir. Ct. Cook County, Ill. 2021); *Zanca v. Epic Games, Inc.*, 21-CVS-534 (Superior Ct. Wake County, N.C. 2021); *Rapai v. Hyatt Corp.*, 2017-CH-14483 (Cir Ct. Cook County, Ill. 2022); *Jackson v. UKG, Inc.* (Cir. Ct. McLean County, Ill. 2022); *Vo v. Luxottica of America, Inc.* (Cir. Ct. Cook County, Ill. 2022); *Rogers v.*

Illinois Central Railroad Co. (Cir. Ct. Cook County, Ill. 2022); *Stiles v. Specialty Promotions, Inc.* (Cir. Ct. Cook County, Ill. 2022); *Fongers v. CareerBuilder LLC* (Cir. Ct. Cook County, Ill. 2022); *Vega v. Mid-America Taping & Reeling, Inc.* (Cir. Ct. DuPage Cnty., Ill. 2022); *Wood et al. v. FCA US LLC* (E.D. Mich. 2022); *Marzec v. Reladyne, LLC* (Cir. Ct. Cook Cnty., Ill. 2022); *Komorski v. Polmax Logistics, LLC et al.* (Cir. Ct. Cook Cnty., Ill. 2022); *Wordlaw v. Enterprise Holdings, Inc. et al.* (N.D. Ill. 2023); *McGowan et al. v. Veriff, Inc.* (Cir. Ct. DuPage Cnty., Ill. 2023); *Davis v. Cafeteria Alternatives, Inc.* (Cir. Ct. Cook Cnty., Ill. 2023); *Mahmood v. Berbix Inc.* (Cir. Ct. Lake Cnty., Ill. 2023); *King v. PeopleNet Corporation* (Cir. Ct. Cook Cnty., Ill. 2023); *McFarland v. SIU Physicians & Surgeons, Inc.* (Cir. Ct. Jackson Cnty., Ill. 2023); *Romero v. Mini Storage Maintenance, LLC* (Cir. Ct. Cook Cnty., Ill. 2023); *Grabowska v. The Millard Group, LLC* (Cir. Ct. Cook Cnty., Ill. 2023); *Fregoso v. American Airlines, Inc.* (Cir. Ct. Cook Cnty., Ill. 2023); *Martinez v. PowerStop, LLC* (Cir. Ct. Cook Cnty., Ill. 2024); *Gray v. Verificient Technologies, Inc.* (Cir. Ct. Cook Cnty., Ill. 2024); *Lumpkins v. R&M Freight, Inc.* (Cir. Ct. Cook Cnty., Ill. 2024); *Coleman v. Farm King Supply LLC* (Cir. Ct. McDonough Cnty., Ill. 2024); *Taylor v. 815 Pallets, Inc.* (Cir. Ct. Cook Cnty., Ill. 2024).

4. The McGuire Law firm has successfully prosecuted claims on behalf of our clients in both state and federal trial and appellate courts throughout the country, including claims involving allegations of consumer fraud; unfair competition; invasion of privacy; data breach; false advertising; breach of contract; and various statutory violations, including BIPA, VPPA, and TCPA violations.

5. My co-counsel, Jon Jagher of Freed Kanner London & Millen LLC, has extensive experience litigating class actions of similar size, scope, and complexity to the instant action. A copy of the firm resume of Freed Kanner London & Millen LLC is attached to the Motion for Preliminary Approval filed on May 30, 2024.

6. Mr. Jagher has been appointed to leadership positions in several consumer cases including data privacy matters. He was recently appointed as a Co-Chair of the Settlement Committee in *In re: MOVEit Customer Data Security Breach Litigation* MDL No. 1:23-md-03083-ADB (D. MA), one of the largest data breaches in history. Mr. Jagher was appointed as Co-Lead Counsel in *Price, et al. v. Carnival Corporation* 3:23-cv-00236-GPC (S.D. Ca.), a class action alleging wiretap violations. He served as Co-Lead Counsel in *Powe v. Dermalogica, LLC*, 2022-LA-000874 (Circ. Ct. DuPage County, Illinois), a BIPA case resulting in a multi-million-dollar settlement. He was appointed to serve on the Plaintiffs' Steering Committee in *In Re: TikTok, Inc., Consumer Privacy Litigation*, MDL No. 2948 (N.D. Ill.), a class action related to BIPA allegations involving the popular app and the creation of short form videos on mobile devices. In this case, Mr. Jagher was one of the primary negotiators of a \$92 million settlement. Mr. Jagher served as one of the Settlement Class Counsel in *In re Proctor & Gamble Aerosol Products Marketing and Sales Practice Litigation*, 2:22-MD-3025 (SD OH) and was appointed to serve on the Plaintiffs' Executive Committees in *Jones et. al. v. Lemonade Inc.* 1:21-cv-04513 (N.D. Ill.) (a case involving BIPA violations that resulted in a multi-million dollar settlement) and in *In Re: Morgan Stanley Data Security Litigation*, 1:20-CV-05914 (S.D. N.Y.) (\$60 million settlement).

7. Mr. Jagher also has an antitrust practice and his recent cases include *Kent et al. v. Women's Health USA, Inc.* FST-CV21-6054676-S, (Connecticut Superior Court). In this case, Mr. Jagher was appointed as Co-Lead Counsel and settled the case on behalf of women in Connecticut who were victims of alleged price fixing by IVF clinics. Mr. Jagher was named to the Executive Committee in *Cameron et. al. v. Apple, Inc.* 4:19-cv-03074 (N.D. Cal.) and helped recover \$100 million on behalf of app developers. Mr. Jagher also played an active role in *In re Peanut Farmers Antitrust Litigation*, 2:19-cv-00463 (E.D. Va.) (settlements totaled \$102.75

million); *In re Automotive Parts Antitrust Litigation*, MDL No. 2311 (E.D. Mich.) (settlements totaled over \$550 million); *In re OSB Antitrust Litigation*, Master File No. 06-CV-00826 (E.D. Pa.) (settlements totaled \$120 million); *In re Broiler Chicken Antitrust Litigation*, 1:16-cv-08637 (N.D. Ill.) (settlements to date total approximately \$170 million); and *In re Pork Antitrust Litigation* 0:18-CV-01776 (D. Minn.) (settlements to date total approximately \$100 million).

8. My co-counsel, Katrina Carroll of Lynch Carpenter, LLP, is also highly experienced in class actions. A copy of the firm resume of Lynch Carpenter, LLP is attached to the Motion for Preliminary Approval filed on May 30, 2024. Ms. Carroll has litigated complex matters and class actions for over twenty years and has devoted her career to representing plaintiffs in complex cases. In total, she has litigated over one hundred class actions and obtained recoveries in excess of \$1 billion in all types of cases. She has been recognized as one of the top 25 class action lawyers in the State of Illinois by the National Trial Lawyers Association.

9. Ms. Carroll has significant experience with biometric privacy matters, having litigated some of the earliest biometric privacy cases on record, including cases against Google and Shutterfly that have shaped BIPA jurisprudence across the country. *See e.g., Norberg v. Shutterfly, Inc.*, 152 F. Supp. 3d 1103 (N.D. Ill. 2015) (finding jurisdiction against defendant and that plaintiff stated a claim under the Illinois Biometric Information Privacy Act (“BIPA”)); *Rivera v. Google Inc.*, 238 F. Supp. 3d 1088, 1095-96 (N.D. Ill. 2017) (interpreting meaning of “biometric identifier” within the context of BIPA). She later served as court appointed Co-Lead counsel in *In re TikTok, Inc. Consumer Priv. Litig.*, No. 1:20-cv-04699 (N.D. Ill. Sept. 28, 2020), ECF No. 94, a major data privacy litigation against the popular social media app where the court approved a \$92 million class action settlement.

10. On December 15, 2023, the Parties participated in a full-day mediation before Hon. Layn R. Phillips (Ret.). The Parties were unable to resolve the matter at this mediation but continued discussions regarding a potential resolution of the Related Actions.

11. On January 23, 2024, the Parties participated in a full-day mediation before Hon. Diane M. Welsh (Ret.) of JAMS Philadelphia. The Parties reached an agreement in principle to resolve the matter at this mediation, and, on February 26, 2024, the Parties executed a term sheet confirming the material terms of a settlement. Thereafter, the Parties continued discussions to finalize a settlement agreement based on the term sheet. On May 30, 2024, the Parties finalized and executed the Settlement. On May 23, 2024, Plaintiffs voluntarily dismissed the *Dzananovic* Related Action pending in federal court and filed the operative Consolidated Class Action Complaint before this Court.

12. The Court preliminarily approved the Settlement on June 6, 2024. In accordance with the Court's Preliminary Approval Order, the Parties and the Settlement Administrator, Epiq Systems, Inc. ("Epiq"), Inc., began the process of effectuating the Notice Plan approved by the Court, the details of which I am aware based on direct communications between myself and Epiq Project Manager Rachel Christman, as well as between myself and Epiq Associate Director Erin Staggenborg. Pursuant to the Court's Preliminary Approval Order, the Notice Plan was effectuated on July 19, 2024, directing email notices to those Settlement Class members for whom a valid email address was available and postcard notices by U.S. Mail to those Settlement Class members for whom a physical address was available. The publication notice, consisting of targeted digital advertising, also commenced at that time. The Settlement Administrator also created a Settlement Website, which includes relevant case documents – such as the Settlement Agreement, Plaintiffs' operative Complaint, the Preliminary Approval Order, the Motion for Attorneys' Fees, the Long

Form Notice (with a Spanish translation) – and information about the Settlement and related deadlines, including instructions about how to object or opt out of the Settlement.

13. The Settlement Class has overwhelmingly approved the Settlement Agreement reached in this matter. The deadline for Settlement Class members to file objections or to exclude themselves was September 20, 2024. No objections were filed or otherwise made known to the Settlement Administrator or Class Counsel, and according to the Settlement Administrator, only five individuals validly elected exclusion from the Settlement.

14. Mr. Jagher, Ms. Carroll, and I have concluded that the Settlement Agreement reached in this matter is fair, reasonable, and adequate in light of the attendant risks of protracted litigation – including the resources Defendants have committed and would continue to commit to ongoing litigation and its defenses to Plaintiffs’ claims and class certification – and warrants final approval. While I believe that the merit of Plaintiffs’ claims could and would be proven at trial, I recognize the substantial risk and inherent uncertainty that continued litigation imposes on Plaintiffs and the Settlement Class members. Based on the investigation and discovery that has occurred in this litigation, together with the still-uncertain and evolving state of several important BIPA-related legal issues, and my experience prosecuting similar litigation, including numerous BIPA class actions and other class actions in Illinois state and federal courts, I believe that the Settlement Agreement reached in this matter is in the best interests of Plaintiffs and the other Settlement Class members involved.

15. Class Counsel’s opinion that the Settlement Agreement should be finally approved is based not only on the favorable terms of the Settlement, but also on the overwhelming support for the Settlement Agreement expressed by the Settlement Class members themselves. Hundreds of thousands of claim forms were submitted. There have been no objections to the Settlement, and it is my understanding that not a single Settlement Class Member has complained even informally

to any member of my law firm about the terms of the Settlement, including the attorneys' fees or Service Awards being sought. The lack of objections, both formally and informally, further demonstrate that final approval of the Settlement Agreement is appropriate.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 9, 2024 in Lake County, Illinois.

/s/ Evan M. Meyers
Evan M. Meyers, Esq.

Exhibit D

(to motion for final approval)

**IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
WINNEBAGO COUNTY, ILLINOIS**

DARIO DZANANOVIC and KEMELLE)
HOWELL, individually and on behalf of)
all others similarly situated,)

Plaintiffs,

v.

BADDO TRADING LIMITED, a United)
Kingdom company; and BUMBLE)
TRADING L.L.C., a Delaware limited)
liability corporation,)

Defendants.

No. 2021-L-307

Hon. Ronald A. Barch

[PROPOSED] FINAL ORDER AND JUDGMENT

This matter coming to be heard on Plaintiffs’ Unopposed Motion for Final Approval of Class Action Settlement (the “Motion”), due and adequate notice having been given to the Settlement Class, and the Court having considered the papers filed and proceedings in this matter, and being fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, and DECREED as follows:

1. Unless otherwise noted, all capitalized terms in this Final Order and Judgment shall have the same meaning as ascribed to them in the Settlement Agreement between Plaintiffs Dario Dzananovic and Kemelle Howell (“Plaintiffs”), on the one hand, and Defendants Badoo Trading Limited and Bumble Trading, L.L.C. (“Defendants”), on the other hand (collectively “the Parties”). The terms of the Settlement are fully adopted and incorporated herein.

2. This Court has jurisdiction over the subject matter of the Action and personal jurisdiction over all parties to the Action, including all Settlement Class Members.

3. The Court preliminarily approved the Settlement on June 6, 2024. The Court finds that adequate notice was given to the members of the Settlement Class pursuant to the terms of the Preliminary Approval Order.

4. The Court has read and considered the papers filed in support of the Motion for Final Approval, including the Settlement and exhibits thereto and supporting declarations.

5. The Court held a Final Approval Hearing on October 23, 2024, at which time the Parties and all other interested persons were afforded the opportunity to be heard in support of and in opposition to the Settlement.

6. Based on the papers filed with the Court and the presentations made to the Court by the Parties and other interested persons at the Final Approval Hearing, the Court now gives Final Approval to the Settlement and finds that it is fair, adequate, reasonable, and in the best interests of the Settlement Class. The complex legal and factual posture of the Action, the monetary and non-monetary relief provided to the Settlement Class, and the fact that the Settlement is the result of arm's-length negotiations overseen by two experienced mediators further support this finding.

7. Pursuant to 735 ILCS 5/2-801 and 2-802, the Court finally certifies, for settlement purposes only, the following Settlement Class:

“All individuals who used the Bumble or Badoo app while a resident of, or located in, the state of Illinois, between November 1, 2016 through December 31, 2021.”

Excluded from the Settlement Class are (i) Defendants; (ii) Defendants' parents, subsidiaries, affiliates, officers, directors, investors, and employees; (iii) any entity in which Defendants have a controlling interest; (iv) any individual who would otherwise be included in the Settlement Class, but has agreed, in another proceeding, to release claims covered by this Settlement prior to the Claim Form deadline identified in Section 4.4 of the Settlement Agreement; and (v) any judge presiding over this Action, their staff, and the members of the judge's immediate family.

8. The persons listed on Exhibit A to this Order have made a timely and valid request for exclusion and are excluded from the Settlement Class and are not bound by this Final Order and Judgment.

9. For settlement purposes only, the Court confirms the appointment of Plaintiffs Dario Džananović and Kemelle Howell as Class Representatives of the Settlement Class.

10. For settlement purposes only, the Court confirms the appointment of the following counsel as Class Counsel, and finds they are experienced in class litigation and have adequately represented the Settlement Class: Jonathan M. Jagher of Freed Kanner London & Millen LLC; Evan M. Meyers of McGuire Law, P.C.; and Katrina Carroll of Lynch Carpenter, LLP.

11. With respect to the Settlement Class, this Court finds, for settlement purposes only, that: (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representatives and Class Counsel have fairly and adequately protected, and will continue to fairly and adequately protect, the interests of the Settlement Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of the Action.

12. The Court has determined that the Notice given to the Settlement Class members, in accordance with the Preliminary Approval Order, fully and accurately informed Settlement Class members of all material elements of the Settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of 735 ILCS 5/2-803, applicable law, and the Due Process Clauses of the U.S. Constitution and Illinois Constitution.

13. The Court orders the Parties to the Settlement to perform their obligations thereunder. The terms of the Settlement shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an order of this Court.

14. The Court dismisses the Action with prejudice and without costs (except as otherwise provided herein and in the Settlement). The Court adjudges that the Released Claims and all of the claims described in the Settlement Agreement are released against the Released Parties.

15. The Court adjudges that Plaintiffs and all Settlement Class Members who have not opted out of the Settlement Class shall be deemed to have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, as set forth in the Settlement.

16. The Released Claims specifically extend to claims that Plaintiffs and Settlement Class Members do not know or suspect to exist in their favor at the time that the Settlement, and the releases contained therein, become effective.

17. The Court further adjudges that, upon entry of this Order, the Settlement and the above-described release of the Released Claims will be binding on, and have *res judicata* preclusive effect in, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and all other Settlement Class Members who did not validly and timely exclude themselves from the Settlement, and their respective predecessors, successors, affiliates, spouses, heirs, executors, administrators, agents and assigns of each of the foregoing, as set forth in the Settlement. The Released Parties may file the Settlement and/or this Final Order and Judgment in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement,

judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or any other defense or counterclaim.

18. Plaintiffs and Settlement Class Members who did not validly and timely request exclusion from the Settlement are permanently barred and enjoined from asserting, commencing, prosecuting, or continuing any of the Released Claims or any of the claims described in the Settlement Agreement against any of the Released Parties.

19. The Court approves payment of attorneys' fees, costs and expenses to Class Counsel in the amount of \$14,103,727.98. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement. The Court, having considered the materials submitted by Class Counsel in support of final approval of the Settlement and their request for attorneys' fees, costs and expenses, finds the award of attorneys' fees, costs and expenses appropriate and reasonable for the following reasons: First, the Court finds that the Settlement provides substantial monetary and non-monetary benefits to the Settlement Class. Second, the Court finds the payment fair and reasonable in light of the substantial work performed, and the result obtained, by Class Counsel. Third, the Court concludes that the Settlement was negotiated at arm's length without collusion and with the assistance of experienced mediators, and that the negotiation of the attorneys' fees only followed agreement on the settlement benefits for the Settlement Class Members. Finally, the Court notes that the Class Notice specifically and clearly advised the Settlement Class that Class Counsel would seek an award in the amount sought.

20. The Court approves Service Awards in the amount of \$5,000 for Class Representative Dario Dzananovic and \$5,000 for Class Representative Kemelle Howell, and specifically finds such amounts to be reasonable in light of the services performed by Plaintiffs for the Settlement Class, including taking on the risks of litigation and helping achieve the results to

be made available to the Settlement Class. This amount shall be paid from the Settlement Fund in accordance with the terms of the Settlement Agreement.

21. The Court approves payment of administration costs and expenses to the Settlement Administrator, Epiq Class Action and Claims Solutions, Inc., from the Settlement Fund in accordance with the terms of the Settlement. The estimated total administration costs and expenses are \$307,948.00.

22. The Parties have agreed to distribute any *cy pres* funds to _____. Such funds, if any, shall be comprised of the value of uncashed settlement checks and paid in accordance with the Settlement Agreement.

23. Neither this Final Order and Judgment, nor the Settlement, nor the payment of any consideration in connection with the Settlement shall be construed or used as an admission or concession by or against Defendant or any of the other Released Parties of any fault, omission, liability, or wrongdoing, or of the validity of any of the Released Claims as set forth in the Settlement Agreement. This Final Order and Judgment is not a finding of the validity or invalidity of any claims in this Action or a determination of any wrongdoing by Defendants or any of the other Released Parties. The Final Approval of the Settlement does not constitute any position, opinion, or determination of this Court, one way or another, as to the merits of the claims or defenses of Plaintiffs, the Settlement Class Members, or Defendants.

24. No objections made in this matter. The Court finds that no reason exists for delay in entering this Final Order and Judgment. Accordingly, the Clerk is hereby directed forthwith to enter this Final Order and Judgment.

25. The Parties, without further approval from the Court, are hereby permitted to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its

implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with the Final Order and Judgment and do not limit the rights of the Settlement Class Members.

IT IS SO ORDERED.

ENTERED: _____

Hon. Ronald A. Barch
Circuit Court Judge
Seventeenth Judicial Circuit Court of Illinois