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

ELECTRONICALLY FILED
DOC ID: 27989566
CASE NO: 2021-L-0000307
DATE: <<6/6/2024>>
BY: L G, DEPUTY

DARIO DZANANOVIC and KEMELLE HOWELL, individually and on behalf of all others similarly situated,	)	
Plaintiffs,	)	No. 2021-L-307
v.	)	Hon. Ronald A. Barch
BADOO TRADING LIMITED, a United Kingdom company; and BUMBLE TRADING L.L.C., a Delaware limited liability corporation,	)	
Defendants.	)	

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 23, 2024 at 11:00 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	October 23, 2024 at 11:00 a.m. in Courtroom 426

Approved and so ordered.

6/6/2024

Date

Judge Ronald A. Barch