

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@mofo.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.