

## 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](http://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><b>Notice to Class Counsel:</b></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 &amp; 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><b>Notice to Defendants:</b></p> <p>Tiffany Cheung  MORRISON &amp; FOERSTER, LLP  425 Market Street  San Francisco, CA 94105  TCheung@mofocom</p> <p>Katie Viggiani  MORRISON &amp; FOERSTER, LLP  250 West 55<sup>th</sup> 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.

<b>Notice to Class Counsel:</b>	<b>Notice to Defendants:</b>
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 <sup>th</sup> 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	

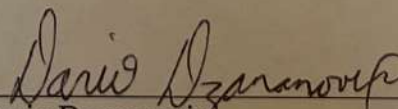
The notice recipients and addresses designated above may be changed by written notice pursuant to this Section.

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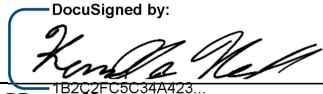
Date: May 30, 2024

**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*

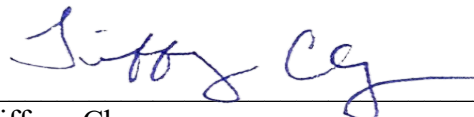
Date: May 30, 2024

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](http://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](http://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](http://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](http://www.HowellBIPASettlement.com), or visit the website and download a Claim Form and submit it mail. Visit [www.HowellBIPASettlement.com](http://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](http://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](http://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](http://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](http://www.HowellBIPASettlement.com), or visit that website and download a Claim Form and submit it by mail. Visit [www.HowellBIPASettlement.com](http://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](http://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](http://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](http://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.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM AND PARTICIPATE IN THE SETTLEMENT</b>	Submit the Claim Form on or before <b>[date]</b> . 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.

<b>EXCLUDE YOURSELF</b>	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 <b>[date]</b> .
<b>OBJECT</b>	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 <b>[date]</b> .
<b>ATTEND THE FINAL APPROVAL HEARING</b>	If you object, you may also ask to speak in Court about the fairness of the Settlement. See Section 21 for more information.
<b>DO NOTHING</b>	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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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. )

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

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**[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:

<b>Event</b>	<b>Reference Timeframe</b>
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]

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**I. STATEMENT REQUESTING EXCLUSION AND SIGNATURE**

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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

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**II. IDENTIFYING INFORMATION**

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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.