

CLASS ACTION SETTLEMENT AGREEMENT

King, et al. v. Bumble Trading Inc., et al, No. 5:18-cv-06868

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PREAMBLE

This Class Action Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) is entered into by and among Plaintiffs Nick King, Jr., Deena Fischer, and Elena Weinberger (collectively, “Plaintiffs” or “Named Plaintiffs”), the Settlement Classes (as defined in §§ 1.5, 1.19 and § 1.49), and Defendants Bumble Trading Inc. and Bumble Holding Ltd. (“Bumble” or “Defendants”) (together, the “Parties”). This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released ARL Claims and the Released DSL Claims (as defined in §§ 1.40 and 1.41) on the terms and conditions of this Agreement. It is subject to the final approval of the United States District Court for the Northern District of California (the “Court”).

RECITALS

The following recitals are incorporated by reference and are considered part of the Settlement Agreement:

- A. This putative class action was filed in the United States District Court for the Northern District of California under the caption *Nick King, Jr., et al. v. Bumble Trading Inc., et al.*, No. 5:18-cv-06868-NC.
- B. Plaintiffs alleged class claims against Bumble in connection with Bumble’s premium service (“Bumble Boost”) for violations of the New York Dating Services Law, N.Y. Gen. Bus. Law § 394-c (“DSL”); violations of California’s Consumer Legal Remedies Act (“CLRA”), Cal. Civ. Code § 1750, *et seq.*; violations of New York’s Deceptive Acts and Practices, N.Y. Gen. Bus. Law § 349; violations of California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et seq.*; unjust enrichment; and the common count of money had and received. (Dkt. No. 58.) Plaintiffs also alleged violations of the California Dating Services Contracts Law, Cal. Civ. Code § 1694, *et seq.*, (Dkt. No. 43); this court dismissed this claim, as well as Plaintiffs’ claims under the UCL and CLRA to the extent those claims relied on violations of the California Dating Services Contract Law. (Dkt. No. 53.) Plaintiffs alleged that Bumble failed to provide users with a right to cancel Bumble Boost within

three (3) business days and did not make adequate disclosures, did not obtain affirmative consent to, and did not provide an acknowledgement to the automatic renewal offer terms of Bumble Boost subscriptions. (Dkt. No. 58.) Bumble denied these allegations. (Dkt. No. 87.)

- C. The Parties engaged in a mediation with the Hon. Edward A. Infante (Ret.) on April 2, 2020. This mediation was initially unsuccessful, but the parties continued settlement discussions with Judge Infante over the following weeks and ultimately came to an agreement in principle.
- D. Plaintiffs believe that Bumble is liable for the conduct at issue in the Action (defined below) and that Plaintiffs would have ultimately succeeded on summary judgment or at trial. Nonetheless, Plaintiffs and Class Counsel (defined below) recognize that Bumble raised defenses as to class certification, liability, and damages, which created a material risk that Plaintiffs would not have prevailed. Plaintiffs and Class Counsel have considered this risk and the uncertain outcomes associated with upcoming events in this litigation, such as class certification, summary judgment, trial, and any post-trial appeal(s). As a result, Plaintiffs believe that it is desirable that the Released ARL Claims and the Released DSL Claims (defined below) be fully and finally compromised, settled, resolved with prejudice, and barred pursuant to the terms of this Agreement.
- E. Based on their comprehensive examination and evaluation of the law and facts at issue in the Action, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to resolve the claims alleged by the Settlement Classes. Class Counsel and Plaintiffs believe that it is in the best interests of the Settlement Classes to settle the claims raised in this Action pursuant to the terms of this Agreement.
- F. Bumble has at all times denied—and continues to deny—any and all alleged wrongdoing. Specifically, Bumble denies that, *inter alia*, it is a “social referral service” subject to N.Y. Gen. Bus. Law § 394-c or that its conduct concerning Bumble Boost violates any law, and it is prepared to continue its vigorous

defense, including at class certification, summary judgment, trial, and during any appeals. Even so, taking into account the uncertainty and risks inherent in class certification, summary judgment, and trial, Bumble has concluded that continuing to defend this Action would be burdensome and expensive. Bumble believes that it is desirable and beneficial to fully and finally settle and terminate this Action in the manner specified in and upon the terms of this Agreement.

IT IS THEREFORE HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Classes, and Defendants, by and through their respective counsel, that, subject to final approval of the Court after a hearing as provided for in this Agreement, or as otherwise ordered by the Court, and in consideration of the benefits flowing to the Parties from the Agreement, the Action, the Released ARL Claims, and the Released DSL Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Agreement.

AGREEMENT

1. Defined Terms

As used in this Settlement Agreement, the following terms have the special meanings below:

- 1.1. **“ACH Transfer”** means an electronic transfer of funds between banks through the Automated Clearing House (“ACH”) network.
- 1.2. **“Action”** means the case entitled *King, et al. v. Bumble Trading Inc., et al*, No. 5:18-cv-06868, pending in the United States District Court for the Northern District of California.
- 1.3. **“ARL Claimant”** means all members of the ARL Settlement Class who have submitted a Claim that the Settlement Administrator has determined is valid and timely in accordance with the claims process described in § 3 and who have not timely and validly excluded themselves from the Settlement.
- 1.4. **“ARL Net Settlement Fund”** means fifteen (15) percent of the Net Settlement Fund.

- 1.5. **“ARL Settlement Class”** means all persons who purchased, within California, during the Settlement Class Period, Bumble Boost and had their credit card, debit card, and/or a third-party payment account charged as part of Bumble’s automatic renewal program or continuous service program.
- 1.6. **“CAFA Notice”** means the notice that, not later than 10 days after this Settlement Agreement is filed with the Court, the Settlement Administrator, at Defendant’s direction, shall serve with the Settlement and other required documents upon relevant government officials in accordance with the Class Action Fairness Act (“CAFA”), 28 U.S. § 1715. Prior to the Preliminary Approval hearing, the Settlement Administrator shall provide proof of service of such notice for filing with the Court.
- 1.7. **“Claim”** means a Settlement Class Member’s claim submission that may, if valid, entitle the Settlement Class Member to a Settlement Payment.
- 1.8. **“Claims Deadline”** means the date by which Settlement Class Members must submit all Combined Claims Forms and DSL Claims Forms on the Settlement Website or via U.S. mail for the Claim forms to be timely. The Claims Deadline shall be seventy (70) days after the Notice Date and shall be clearly stated in the Notice and on the Claim forms.
- 1.9. **“Claims Period”** means the time period between the Notice Date and the Claims Deadline.
- 1.10. **“Class Counsel”** means David C. Parisi and Suzanne Havens Beckman of Parisi & Havens LLP and Grace E. Parasmo and Yitzchak H. Lieberman of Parasmo Lieberman Law.
- 1.11. **“Class Representative(s)”** means the Named Plaintiffs currently in this Action: Nick King, Jr., Deena Fischer, and Elena Weinberger. Nick King, Jr. is the Class Representative for the ARL Settlement Class and Deena Fischer and Elena Weinberger are the Class Representatives for the DSL Settlement Class.
- 1.12. **“Combined Claim Form”** means the form persons who are members of both the DSL Settlement Class and the ARL Settlement Class must submit to make a Claim pursuant to this Agreement. The Combined Claim Form will be

available online at the Settlement Website, and the contents of the Combined Claim Form will be approved by the Court. The Combined Claim Form will be substantially similar to Exhibit G.

- 1.13. **"Court"** means the United States District Court for the Northern District Court of California, the Hon. Nathanael Cousins presiding, or any judge who succeeds him as the judge in this Action.
- 1.14. **"Cy Pres Recipient"** means the National Consumer Law Center for both the ARL Net Settlement Fund and the DSL Net Settlement Fund. National Consumer Law Center will use any funds dispersed from the ARL Net Settlement Fund pursuant to §§ 2.4.3 and 2.6 to benefit consumers in California, and it will use any funds from the DSL Net Settlement Fund pursuant to §§ 2.4.1 and 2.6 to benefit consumers in the United States.
- 1.15. **"Defendants"** means Bumble Trading Inc. and Bumble Holding Ltd.
- 1.16. **"Defendants' Counsel"** means Michael G. Rhodes and Kyle C. Wong of the law firm Cooley LLP.
- 1.17. **"DSL Claimant"** means members of the DSL Settlement Class who have submitted a Claim that the Settlement Administrator has determined is valid and timely in accordance with the claims process described in § 3 and who have not timely and validly excluded themselves from the Settlement.
- 1.18. **"DSL Claim Form"** means the form persons who are only members of the DSL Settlement Class, and not members of the ARL Settlement Class, must submit to make a Claim pursuant to this Agreement. The DSL Claim Form will be available online at the Settlement Website, and the contents of the Claim Form will be approved by the Court. The Combined Claim Form will be substantially similar to Exhibit H.
- 1.19. **"DSL Settlement Class"** means all persons nationwide who purchased Bumble Boost during the Settlement Class Period.
- 1.20. **"DSL Net Settlement Fund"** means eighty-five (85) percent of the Net Settlement Fund.

1.21. **“Effective Date”** means the first business day after all of the following conditions have occurred:

- (a) Class Counsel and Defendants’ Counsel have executed this Settlement Agreement.
- (b) The Court has entered the Final Approval Order.
- (c) The Final Approval Order has become a final, non-appealable judgment approving the Settlement Agreement in all respects and is no longer subject to review, reconsideration, rehearing, appeal, petition for permission to appeal, petition for a writ of certiorari, or any other appellate review of any kind.

1.22. **“Email Notice”** means the notices of the Settlement that are emailed to Settlement Class Members, providing a link to the Combined Claim Form or DSL Claim Form, a link to the Settlement Website, and contact information for the Settlement Administrator. The forms of these email notices are attached hereto as Exhibits A and C.

1.23. **“Exclusion List”** means the list of all persons who have timely and validly excluded themselves from the Settlement.

1.24. **“Fee and Expense Award”** means the amount of attorneys’ fees and reimbursement of expenses awarded to Class Counsel by the Court from the Settlement Fund.

1.25. **“Final Approval Order”** means the final judgment and order to be entered by the Court, following the Final Fairness Hearing, which approves the Settlement and sets the amounts of the Fee and Expense Award and the Service Awards. A proposed Final Approval Order is attached hereto as Exhibit F and a proposed Judgment is attached hereto as Exhibit I.

1.26. **“Final Fairness Hearing”** means the Court hearing where the Parties will request the Final Approval Order be entered approving this Agreement, and where Class Counsel will request that the Court approve the Fee and Expense Award and the Service Awards. The Final Fairness Hearing must occur at least

thirty (30) days after the Claims Deadline and the Objection and Exclusion Deadline, on such date as set by the Court.

- 1.27. **“Net Settlement Fund”** means the Settlement Fund, reduced by the sum of the following amounts: Notice and Administrative Costs, any Service Awards, and any Fee and Expense Award.
- 1.28. **“Notice”** means the notice of this proposed Settlement Agreement and of the Final Fairness Hearing, which will be disseminated to Settlement Class Members in accordance with the terms of this Agreement. There are five versions of the notice; two emailed versions, two postcard versions, and one long form Website Notice. The version of the Notice that will be sent to Settlement Class Members who are part of both the ARL Settlement Class and DSL Settlement Class (“Combined Notice”) will be substantially similar to Exhibits A (email) and B (postcard) hereto. The version of the Notice that will be sent to Settlement Class Members who are part of the DSL Settlement Class, but not the ARL Settlement Class (“DSL Notice”), will be substantially similar to Exhibit C (email) and D (postcard) hereto. The version of the Notice that constitutes the long form Website Notice will be substantially similar to Exhibit E.
- 1.29. **“Mailed Notice”** means the two forms of postcard notice attached hereto as Exhibits B and D.
- 1.30. **“Notice and Administrative Costs”** means all costs and expenses actually incurred by the Settlement Administrator in the dissemination of Notice; the establishment of the Settlement Website; the administrative processing, handling, review, and payment of Claims; and all other expenses reasonably necessary for effective Notice and administration of the Settlement pursuant to the Preliminary Approval order.
- 1.31. **“Notice Date”** means the date on which initial Email Notice is first disseminated to Settlement Class Members. The Notice Date shall be as soon as reasonably practicable, but no later than sixty (60) days following Preliminary Approval.

- 1.32. **“Objection”** means the formal written notice that a Settlement Class Member submits to the Court in order to object to the Settlement.
- 1.33. **“Objection and Exclusion Deadline”** means the date by which a Settlement Class Member must submit an Objection to this Agreement or an Opt-Out Form, or other written request to opt-out of the Settlement, to the Settlement Administrator. The Objection and Exclusion Deadline shall be sixty (60) days after the Notice Date.
- 1.34. **“Objector”** means a person who submits an Objection.
- 1.35. **“Opt-Out Form”** means the form provided by the Settlement Administrator that Settlement Class Member may use to request exclusion from the Settlement either via electronic submission or U.S. mail. The Opt-Out Form is attached hereto as Exhibit K.
- 1.36. **“Parties”** means Plaintiffs Nick King, Jr., Deena Fischer, and Elena Weinberger and Defendants Bumble Trading Inc. and Bumble Holding Ltd.
- 1.37. **“Preliminary Approval”** means the Court’s order preliminarily approving the Settlement Agreement, conditionally certifying the Settlement Classes, and authorizing the dissemination of the Notice. A proposed Preliminary Approval Order is attached hereto as Exhibit J.
- 1.38. **“PST”** means Pacific Standard Time. If a deadline with a time stated in PST occurs when Daylight Saving Time is in effect, this deadline’s time will instead be governed by Pacific Daylight Time (“PDT”).
- 1.39. **“Rejected Claimant”** means a person who submitted a Claim that the Settlement Administrator deemed invalid or untimely.
- 1.40. **“Released ARL Claims”** means any and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages, or liabilities brought by a member of the ARL Settlement Class, whether known, unknown, legal, equitable, or otherwise, that arise out of or relate to the allegations in the operative complaint and that occurred during the Settlement Class Period, relating to the “automatic” renewal of any Bumble Boost subscription and the

disclosures, acknowledgments, advertisements, trials, and features of any “automatic” renewal of any Bumble Boost subscription.

- 1.41. **“Released DSL Claims”** means any and all claims, demands, actions, causes of action, lawsuits, arbitrations, damages, or liabilities brought by a member of the DSL Settlement Class, whether known, unknown, legal, equitable, or otherwise, that arise out of or relate to the allegations in the operative complaint and that occurred during the Settlement Class Period, relating to the purchase of Bumble Boost or denial of a refund for the purchase of Bumble Boost.
- 1.42. **“Releasees”** means Defendants Bumble Trading Inc. and Bumble Holding Ltd., as well as all of Bumble Trading Inc.’s and Bumble Holding Ltd.’s current or former directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, divisions, branches, units, shareholders, investors, successors, predecessors, and assigns, and all other individuals and entities acting on Bumble Trading Inc.’s and/or Bumble Holding Ltd.’s behalf, including but not limited to Badoo Trading Limited, Social Online Payments Ltd., Social Online Payments Inc., and Worldwide Vision Ltd.
- 1.43. **“Releasing ARL Settlement Class Members”** means all members of the ARL Settlement Class, except those who appear on the Exclusion List.
- 1.44. **“Releasing DSL Settlement Class Members”** means all members of the DSL Settlement Class, except those who appear on the Exclusion List.
- 1.45. **“Releasing Named Plaintiffs”** means the Named Plaintiffs currently in this Action: Nick King, Jr., Deena Fischer, and Elena Weinberger.
- 1.46. **“Service Award”** means the award sought by each Class Representative in consideration for their service during the course of the Action and subsequently approved by the Court. Any such Service Award is separate and apart from any Settlement Payments the Class Representative may receive as a result of submitting a Claim as a Settlement Class Member.

- 1.47. **"Settlement Administrator"** means JND Legal Administration, the firm that will provide Notice and Claims administration services in connection with the Settlement Agreement.
- 1.48. **"Settlement Administration Costs"** means any and all fees and costs incurred in administering the Settlement, including but not limited to, the fees and costs of disseminating all Notice, effectuating CAFA Notice, administering and maintaining the Settlement Website, processing the Claims and delivering payments to Settlement Class Members who did not timely opt out of the Settlement Classes, but specifically excluding the payment of all cash benefits, payment of any Service Awards, and payment of the any amounts awarded pursuant to the Fee and Expense Award.
- 1.49. **"Settlement Classes"** means both the DSL Settlement Class and the ARL Settlement Class, as those classes are defined in Sections 1.5 and 1.19. Excluded from the Settlement Classes are (1) any Judge, or mediator presiding over this Action and members of their immediate families, (2) Bumble and Bumble's employees; (3) persons who properly and timely request exclusion from the Settlement Classes, (4) Class Counsel, and (5) the legal representatives, successors or assigns of any such excluded persons.
- 1.50. **"Settlement Class Members"** means all persons who are members of one or both the DSL Settlement Class and the ARL Settlement Class.
- 1.51. **"Settlement Class Period"** means the period from November 13, 2014 through the date the Court grants Preliminary Approval of this Settlement.
- 1.52. **"Settlement Fund"** means a cash fund of \$22,500,000, to be paid by Defendants in accordance with the terms of this Settlement Agreement.
- 1.53. **"Settlement Payment"** means the amount it is determined shall be paid to Settlement Class Members who submit Valid Claims.
- 1.54. **"Settlement Website"** means a website created and maintained by the Settlement Administrator for the purpose of providing the Settlement Class Members with Notice of the proposed Settlement. This website will allow

Settlement Class Members to submit Claims, update their contact information and payment method, and opt-out of the Agreement.

1.55. **“Valid Claim”** means a Settlement Class Member’s written Claim that the Settlement Administrator has deemed valid and timely and accepted for Settlement Payment.

1.56. **“Website Notice”** means the notice for the ARL Settlement Class and DSL Settlement Class of the proposed Settlement terms that will be hosted on the Settlement Website, as approved by Class Counsel, Defendants’ Counsel, and the Court. The Website Notice will be substantially similar to Exhibit E.

2. Settlement Relief

2.1. **Settlement Fund.** Subject to the terms of this Agreement, Defendants shall establish a Settlement Fund of \$22,500,000. Bumble Trading Inc. and Bumble Holding Ltd.’s total combined financial commitment under this Agreement shall be \$22,500,000. Defendants shall have no other financial obligations under this Agreement.

2.2. **Payments from Settlement Fund.** The total amount distributed to the Settlement Class Members shall be the Settlement Fund and any earnings thereon, less the Settlement Administration Costs and any amount awarded by the Court for any Fee and Expense Award to Class Counsel and any Service Awards. Payments will be made directly by the Settlement Administrator from the Settlement Fund in this order:

- (i) Notice and Administrative Costs estimate to the Settlement Administrator, pursuant to § 4.8 below (set aside as needed by the Settlement Administrator to effectuate notice)
- (ii) Fee and Expense Award (pursuant to § 8)
- (iii) Service Awards (pursuant to § 9)
- (iv) Settlement Payments to Settlement Class Members (pursuant to §§ 2.4 and 2.5)
- (v) Payments to the *Cy Pres* Recipient, if applicable.

2.3. **Deposits to Settlement Fund.** Defendants shall deposit funds into the Settlement Fund as necessary to make all payments in accordance with § 2.2 above, not to exceed its total financial commitment of \$22,500,000.

2.4. **Settlement Payments to Settlement Class Members.** The entire Net Settlement Fund will initially be distributed to Settlement Class Members who submit Valid Claims and have not submitted a valid and timely request for exclusion (in accordance with § 5.2 below), as follows.

2.4.1. Each DSL Claimant will receive a proportionate and equal share of the DSL Net Settlement Fund, but each DSL Claimant's share will be capped at \$100 (one hundred dollars). This sum will be calculated by the Settlement Administrator and will be based upon the number of DSL Claimants and the amount of the DSL Net Settlement Fund. In the event that the DSL Net Settlement Fund exceeds the total value of Valid Claims by DSL Claimants or there is money remaining in the DSL Net Settlement Fund after the second distribution described in § 2.5, the remaining amount left in the DSL Net Settlement Fund will be paid to the *Cy Pres* Recipient designated for the DSL Net Settlement Fund.

2.4.2. Each ARL Claimant will receive a share of the ARL Net Settlement Fund proportionate to the amount the person was charged under an automatic renewal or continuous service program for Bumble Boost during the Settlement Class Period. The amount payable to any particular ARL Claimant is calculated as a percentage (the same percentage for each ARL Claimant) of the ARL Net Settlement Fund, calculated by:

- (i) dividing the ARL Net Settlement Fund by the total renewal amount charged to all ARL Claimants under the automatic renewal or continuous service program for Bumble Boost and then

- (ii) multiplying the resulting quotient by the amount charged to the particular ARL Claimant under the automatic renewal or continuous service program for Bumble Boost but
- (iii) in no event shall an ARL Claimant's share exceed the total amount they were charged in renewal payments for Bumble Boost.

2.4.3. In the event that the ARL Net Settlement fund exceeds the total value of Valid Claims by ARL Claimants or there is money remaining in the ARL Net Settlement Fund after the second distribution described in § 2.5, the remaining amount left in the ARL Net Settlement Fund will be paid to the *Cy Pres* Recipient designated for the ARL Net Settlement Fund.

2.4.4. **Payment Method.** For each ARL Claimant and each DSL Claimant, the Settlement Administrator shall provide Settlement Payments through the method designated by the ARL Claimant or DSL Claimant, i.e., by check, PayPal, Zelle or Venmo.

2.4.5. **Unclaimed or Unprocessed Payments.** All checks will state on their face that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance. If a Settlement Class Member fails to negotiate a check within the ninety (90) day time period, they shall forever waive and release their claim for payment under this Agreement. If any check is returned within fifteen (15) days of mailing, the Settlement Administrator will attempt to obtain a new mailing address for that Settlement Class Member within five (10) days of receipt of the returned check; if, after a second mailing the check is again returned or the Settlement Administrator is unable to determine a second mailing address, no further efforts need be taken

by the Settlement Administrator to resend the check. In the event that an electronic payment via PayPal, Zelle or Venmo to a Settlement Class Member is unable to be processed, the Settlement Administrator shall attempt to contact the Settlement Class Member within fifteen (15) days to correct the problem; if the Settlement Class Member does not provide a means of payment, which results in payment to the Settlement Class Member, within fifteen (15) days, no further efforts need be taken by the Settlement Administrator to make the payment and the Settlement Class Member shall forever waive and release their claim for payment under this Agreement.

2.4.6. **Minimum Payment.** Notwithstanding § 2.4 above, no Settlement Payment shall be made to a DSL Claimant or ARL Claimant if the total amount of that payment would not be administratively and economically feasible, as determined by the Settlement Administrator.

2.5. **Distribution of Residual Funds.** If, after the process outlined in § 2.4 above is completed, and there are unclaimed monies remaining in the DSL Net Settlement Fund, if practicable, these funds (less any additional claims administration expenses) shall be distributed on a pro rata basis to each DSL Claimant who received a Settlement Payment which was electronically processed or a check which was negotiated. If, after the process outlined in § 2.4 above is completed, and there are unclaimed monies remaining in the ARL Net Settlement Fund, these funds (less any additional claims administration expenses) shall be distributed on a pro rata basis to each ARL Claimant who received a Settlement Payment which was electronically processed or a check which was negotiated.

(a) These second distributions shall be made with the same method of payment made during the first distribution. However, if it is not administratively and economically feasible, as determined by the Settlement Administrator, to make a second distribution which includes

a non-electronic payment, i.e., a payment by a mailed check, then the second distribution from the DSL Net Settlement Fund and/or ARL Net Settlement Fund will only be made to DSL Claimants and/or ARL Claimants who elected to receive a Settlement Payment through PayPal, Zelle or Venmo and the monies will be distributed only to those persons on a pro rata basis.

- (b) In no event shall an ARL Claimant's Settlement Payment from the second distribution from the ARL Net Settlement Fund, when combined with the initial Settlement Payment they received from the ARL Net Settlement Fund, exceed the total amount they were charged in renewal payments for Bumble Boost.
- (c) In no event shall a DSL Claimant's Settlement Payment from the second distribution from the DSL Net Settlement Fund, when combined with the initial Settlement Payment they received from the DSL Net Settlement Fund, exceed \$100 (one hundred dollars).
- (d) The second distribution of monies remaining in the DSL Net Settlement Fund and/or the ARL Net Settlement Fund will only occur if it is administratively and economically feasible, as determined by the Settlement Administrator.

2.6. To the extent that any second distribution is not administratively and economically feasible, as determined by the Settlement Administrator, or funds remain in the DSL Net Settlement Fund and/or ARL Net Settlement Fund for an additional one hundred (100) days after the second distribution, the funds that remain shall be distributed to the *Cy Pres* Recipient.

2.7. **Timing of Payment.** Settlement Payments from the Net Settlement Fund shall be distributed to Settlement Class Members who submit Valid Claims within forty five (45) days following the Effective Date. Distribution of residual funds shall be distributed in accordance with § 2.5 above once the Settlement Administrator has determined the amount of unclaimed or unprocessed

payment remaining in the DSL Net Settlement Fund and/or the ARL Net Settlement Fund.

2.8. **Injunctive Relief.** As consideration for the Settlement Agreement, Bumble Trading Inc. and Bumble Holding Ltd. agree that they shall consent to the entry of an injunction imposing certain requirements, as limited to and described in this section, that will remain in effect for a period of eighteen (18) months starting on the Effective Date. Bumble Trading Inc. and Bumble Holding Ltd. do not admit that they are required by law to take any measure herein described and instead deny that they are obligated by law to do so.

- (a) For as long as New York law governs Bumble's relationship with its United States users, Bumble's Terms and Conditions shall also include in its Terms and Conditions a hyperlink to the New York Dating Services Bill of Rights, using text substantially similar to the following language: "You may review your Dating Service Consumer Bill of Rights here;" and the following language: **Your Right to Cancel—You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date of purchase.** If you subscribed using your Apple ID, your refund requests are handled by Apple, not Bumble. To request a refund, please contact Apple directly; for example, [description of process then in effect for filing an Apple refund request]. You can also request a refund at <https://getsupport.apple.com>. For any other purchase, please contact Bumble Customer Service with your order number (see your confirmation email) by mailing a signed and dated notice which states that you, the buyer, are canceling this agreement, or words of similar effect. Please also include the email address or telephone number associated with your account along with your order number. This notice shall be sent to: Bumble, Attn: Cancellations, [mailing address in effect]."
- (b) Bumble reserves the right to change the choice-of-law provision in Bumble's Terms and Conditions to select for the law of a different state. In

the event Bumble changes the choice-of-law provision, Bumble's Terms and Conditions will state that subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin will have a right to cancel within three business days in a manner substantially similar to the manner set out in Section 2.8(a).

(c) Bumble's mobile app purchase flow for users that purchase Bumble Boost directly from Bumble (i.e., by providing a credit or debit card or PayPal account to be charged by Bumble) shall include at least one screen that has the following properties:

- Text that states the price and period of the subscription and language substantially similar to the following: "Recurring billing. Cancel recurring billing anytime. Unless canceled, subscription will automatically renew for the same period and price and charge your payment method. To prevent renewal, cancel subscription at least 24 hours before end of period. Cancel by [a simple statement of the cancellation process then in effect]."
- The text described in this section will be in font as big or bigger than any other font on the screen, will be set out in boxes to make it clear and conspicuous, and will be in visual proximity to the button a user must click to confirm a purchase of Bumble Boost.

(d) Bumble shall send all users that purchase Bumble Boost directly from Bumble (i.e., by providing a credit or debit card or PayPal account to be charged by Bumble), a confirmation email following their purchase that includes the following:

- The price and period of the plan a user purchased.

- A statement that the plan will auto-renew unless canceled at least 24 hours before the end of the period.
 - Instructions on the cancellation method then available.
- (e) Nothing in this section shall require Bumble to continue an imposed requirement if that requirement would conflict with or violate an amendment to the auto renewal or dating service laws at issue in this Action.

3. Claims Process

3.1. **Claim Forms.** Each Settlement Class Member shall be entitled to submit one Combined Claim Form or one DSL Claim Form, for each account they had with Bumble, for Settlement Payment as described in this section.

3.1.1. The Combined Claim Form or the DSL Claim Form will be hyperlinked in the Email Notice and reminder Email Notice and the URL will be provided in the Mailed Notice. Both the Combined Claim Form and DSL Claim Form will be available on the Settlement Website and may be completed and submitted online.

3.1.2. A claimant may be both an ARL Claimant and a DSL Claimant.

3.1.3. For a claimant to qualify as a member of the ARL Settlement Class, the claimant must complete the Combined Claim Form.

3.1.4. For a claimant to qualify as a member of the DSL Settlement Class, the Claimant must complete the Combined Claim Form or the DSL Claim Form.

3.1.5. The Combined Claim Form and the DSL Claim Form will notify the Settlement Class Members that their personal information will be processed the purposes of effectuating the Settlement.

3.1.6. The claims forms may be completed electronically on the Settlement Website or timely sent by U.S. mail to the Settlement Administrator.

- (i) If submitted electronically, the claims form must be submitted no later than 11:59 p.m. PST on or before the Claims Deadline.
- (ii) If submitted by U.S. mail, the claims form must be postmarked no later than the Claims Deadline. The date of the postmark on the envelope containing the claims form shall be the exclusive means used to determine whether a claims form has been timely submitted. In the event a postmark is illegible, the date of mailing shall be deemed to be three (3) days prior to the date that the Settlement Administrator received a copy of the claims form. The Settlement Class Member must pay for postage.

3.2. **Deadline to File Claims.** The Claims Deadline shall be seventy (70) days after the Notice Date.

3.3. **Claims Review.** The Settlement Administrator shall review all Claims to determine their validity and to which class (DSL Settlement Class or both DSL Settlement Class and ARL Settlement Class) each claimant belongs. The Settlement Administrator shall reject any Claim that does not comply in any material respect with the instructions on the form; is not submitted by a Settlement Class Member; is a duplicate of another Claim; is a fraudulent Claim; or is submitted after the Claims Deadline. The Settlement Administrator's determination as to the validity of a claim shall be final, subject to § 3.6 below.

3.4. **Curable Deficiencies.** Prior to the rejection of a claim form, the Settlement Administrator shall communicate with the person who submitted the Claim in an effort to remedy any curable deficiencies in the claim form. The Settlement Administrator shall have the authority to review any claimant's attempts to

remedy deficiencies and to subsequently determine the validity of such claims under Section 3.3.

- 3.5. **Notification of Rejected Claims.** Following any effort to resolve any curable deficiencies under § 3.4, the Settlement Administrator shall promptly notify by email (or U.S. mail if an email address is unknown) all Rejected Claimants whose claim forms the Settlement Administrator proposes to reject, in whole or in part, and provide its reasons.
- 3.6. **Claims Disputes and Inquiries.** The Settlement Administrator shall notify Class Counsel and Defendants' Counsel of any disputes regarding the rejection of a Claim. Class Counsel and Defendants' Counsel may review any Claims rejected by the Settlement Administrator. If Class Counsel and Defendants' Counsel agree that a Claim was improperly rejected, the Claim shall be deemed valid and paid. If Class Counsel and Defendants' Counsel do not agree as to whether a Claim was improperly rejected, the decision of the Settlement Administrator shall be final.
- 3.7. **Claims Processing.** As soon as reasonably possible after the Claims Deadline, and after all Claims have been processed to determine their validity, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a list of claimants with Valid Claims and a list of all Claims it deems invalid or untimely. Within fifteen (15) business days of receiving the list of claimants with Valid Claims from the Settlement Administrator, Defendants shall provide to the Settlement Administrator all other data reasonably necessary to administer the Claims process, including but not limited to, the total amount each member of the ARL Settlement Class was charged under an automatic renewal or continuous service program for Bumble Boost during the Settlement Class Period. The Settlement Administrator will use this data, as well as data from the claims forms, to determine whether a claimant is a DSL Claimant or a DSL Claimant and an ARL

Claimant, and the sum of money the claimant will be paid from the DSL Net Settlement Fund and/or ARL Net Settlement Fund.

3.8. **Claims Database.** As soon as reasonably possible, the Settlement Administrator will provide Class Counsel and Defendants' Counsel the total number of DSL Claimants and the total number of ARL Claimants. The Settlement Administrator will maintain a secured database of Claims, which will include all relevant information captured from claimants' claim forms.

3.9. **Data Privacy and Security.** The Settlement Administrator shall make all necessary efforts to ensure the security and privacy of Settlement Class Member information; shall not use the information provided by Defendants or Class Counsel in connection with the Settlement or this Notice Plan for any purposes other than providing notice or conducting claims administration; and will not share Settlement Class Member information with any third parties without advance consent from the Parties.

4. Notice Plan and Administration

4.1. **Notice to the Settlement Classes.** Direct Notice of the Settlement will be made to Settlement Class Members as set forth below.

4.1.1. No later than sixty (60) days following entry of the Preliminary Approval order, the Settlement Administrator shall send Notice to the Settlement Class Members.

4.1.2. Notice shall be conducted in accordance with this Notice Plan. The content of all forms of Notice, as specified in §§ 4.2, 4.3, 4.4 and 4.5 below, will be jointly agreed to by the Parties and approved by the Court.

4.1.3. Those Settlement Class Members determined to be members of both the ARL Settlement Class and DSL Settlement Class will receive a Combined Notice. Those Settlement Class Members determined to be

members of DSL Settlement Class, but not the ARL Settlement Class, will receive a DSL Notice. The Combined Notice will hyperlink to, and/or provide a URL for, the Combined Claim Form. The DSL Notice will hyperlink to, and/or provide a URL for, the DSL Claim Form. Each Settlement Class Member will receive either Combined Notice or DSL Notice, but not both.

4.1.4. Within ten (10) business days following entry of the Preliminary Approval Order, Bumble shall provide to the Settlement Administrator and Class Counsel a list of all Settlement Class Members, as well as their contact information, as reflected in Bumble's current records. This list will also indicate whether each Settlement Class Member is a member of the DSL Settlement Class or both the DSL Settlement Class and the ARL Settlement Class.

4.1.5. This contact information will include (1) email addresses, for those Settlement Class Members for which Bumble has an email address; (2) phone numbers, for those Settlement Class Members for which Bumble has a phone number; and (3) Zip code, for those Settlement Class Members for which Bumble has a Zip code.

4.1.6. All Notice and Administrative Costs shall be paid from the Settlement Fund.

4.2. **Direct Email Notice.** By the Notice Date, the Settlement Administrator shall commence Direct Email Notice to all Settlement Class Members for which it has email addresses, in the following manner:

4.2.1. The Email Notices (Exhibits A and C) will provide a hyperlink to a Combined Claim Form or the DSL Claim Form where the Settlement Class Member can submit a Claim; will provide a hyperlink to the Settlement Website; will list contact information for the Settlement Administrator and Class Counsel; and will provide information about the

terms of the Settlement, Settlement Class Members' options, a list of important deadlines, and any other pertinent information.

- 4.2.2. The initial Email Notice shall be sent by the Settlement Administrator to all Settlement Class Members for whom an email address is available.
- 4.2.3. Two reminder Email Notices will be sent during the Claims Period to Settlement Class Members who the Settlement Administrator has reasonably determined have not yet opted out, filed a claim, or unsubscribed from the email campaign. The first reminder Email Notice will be sent approximately halfway through the Claims Period and the second will be sent with approximately two weeks left in the Claims Period. The specific timing of the reminder Email Notices may be adjusted by the Settlement Administrator as needed to avoid logistical difficulties, and ensure proper deliverability and effectiveness. The content of the reminder Email Notices will use materially the same language as the Email Notice, but the subject line will be designed by the Settlement Administrator to remind Settlement Class Members that they have not yet made a claim.
- 4.2.4. The Settlement Administrator will monitor the Email Notice program and optimize the delivery of Email Notices and reminder Email Notices to maximize distribution. To ensure the Email Notices are seen by as many Settlement Class Members as practicable, the Settlement Administrator will take steps to avoid its communications being flagged in spam filters. Such measures include using a reputable email service provider, avoiding spam trigger words in subject lines, avoiding embedding forms and video, and staggering email batches. The Settlement Administrator will also use reasonable efforts to obtain updated email addresses for those Settlement Class Members whose

emails “bounce back” and to resend notices to the updated email addresses.

4.3 Mailed Notice. By the Notice Date, the Settlement Administrator shall commence the Mailed Notice program in the following manner:

4.3.1. The Mailed Notices (Exhibits B and D) will provide a URL to a Combined Claim Form or the DSL Claim Form where the Settlement Class Member can submit a Claim; will provide a URL to the Settlement Website; will list contact information for the Settlement Administrator and Class Counsel; and will provide information about the terms of the Settlement, Settlement Class Members’ options, a list of important deadlines, and any other pertinent information.

4.3.2. The Settlement Administrator shall use reasonable measures to attempt to identify a mailing address for the Settlement Class Members for whom Bumble did not provide an email address. These measures will include, where available, using name, phone number, a date associated with acquisition of the phone number and/or zip code, to reference databases that maintain address information. The Settlement Administrator will send Notice to these Settlement Class Members via the U.S. mail with a folded postcard, which does not reveal that the Settlement Class Member is a past or present Bumble user without being opened, in the form attached hereto as Exhibits B and D (either the Combined Notice or DSL Notice, depending on the Settlement Class Member).

4.4 Mailed Notice to Settlement Class Members on the Unsuccessful Email Notice List. Within seven (7) days after the dissemination of the initial Email Notices in § 4.2 above, the Settlement Administrator will create a list of all Settlement Class Members whose Email Notice bounced or were otherwise undeliverable (as reasonably determined by the Settlement Administrator) (the “Unsuccessful Email Notice List”). The Settlement Administrator will then use reasonable measures to attempt to identify a mailing address for the

Settlement Class Members on the Unsuccessful Email Notice List. These measures will include, where available, using name, phone number, and/or zip code, to reference databases that maintain address information. The Settlement Administrator will send Notice to these Settlement Class Members via the U.S. mail with a folded postcard, which does not reveal that the Settlement Class Member is a past or present Bumble User without being opened, in the form attached hereto as Exhibits B and D (either the Combined Notice or DSL Notice, depending on the Settlement Class Member).

- 4.5 **Website Notice.** Within five (5) business days of entry of the Preliminary Approval order, the Settlement Administrator will post the Website Notice in a user-accessible format on the Settlement Website.

4.4.1. Class Counsel, Defendants' Counsel, and the Settlement Administrator will jointly select the domain name for the Settlement Website.

4.4.2. The Settlement Website will include the claims forms and Opt-Out Form; answers to frequently asked questions; a list of important deadlines; case documents; and the contact information for the Settlement Administrator and Class Counsel. Defendants' Counsel and Class Counsel must agree to any additions or revisions to the Settlement Website design or content.

4.4.3. The Settlement Website will remain active for at least one hundred eighty (180) days following the Effective Date of the Settlement, or until ninety (90) days after the second distribution in § 2.5. However, the Settlement Administrator will disable online submissions through the claim form and the Opt-Out Form immediately following the Claims Deadline and the Objection and Exclusion Deadline.

- 4.5 **Press Release.** Within two (2) business days of entry of the Preliminary Approval order, the Settlement Administrator will issue a Press Release, mutually agreed upon by Class Counsel and Defendants' Counsel, providing Notice of the

Settlement, a link to the Settlement Website, and contact information for the Settlement Administrator.

4.5.1. The Press Release will be issued through Globe Newswire's US commercial newswire service and will also be posted on the Settlement Website.

4.6 **CAFA Notice.** Not later than 10 days after this Settlement Agreement is filed with the Court, the Settlement Administrator, at Bumble's direction, shall serve notice of the Settlement and other required documents upon relevant government officials in accordance with the Class Action Fairness Act ("CAFA"), 28 U.S. § 1715. Prior to the Preliminary Approval hearing, the Settlement Administrator shall provide proof of service of such notice for filing with the Court.

4.7 **Settlement Administrator.** The Settlement Administrator shall help implement the terms of the Settlement Agreement. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices. The Settlement Administrator shall be responsible for:

- (a) Establishing, designing, and maintaining the Settlement Website;
- (b) Disseminating Notice, including Email Notice, Mailed Notice, and Website Notice, in accordance with this Agreement, the Notice Plan, and the Court's orders;
- (c) Monitoring and responding to inquiries from Settlement Class Members in a timely fashion and, where necessary, forwarding such written inquiries to Class Counsel;
- (d) Accurately and objectively describing the terms of the Agreement in communications with Settlement Class Members, including training its employees and agents accordingly;

- (e) Receiving and compiling Opt-Out Forms and any other correspondence requesting exclusion from the Settlement Classes;
- (f) Receiving and processing Claims, determining the validity of Claims, maintaining a database of Claims, and distributing Settlement Payments to Settlement Class Members;
- (g) Providing periodic reports and accountings on Claims, Objections, Opt-Out Forms and any other requests for exclusion from the Settlement, and any other such information that may be reasonably requested by Class Counsel and Defendants' Counsel;
- (h) Preparing declaration(s) attesting to compliance with the Notice requirements in this Agreement and providing such declaration(s) to Class Counsel and Defendants' Counsel;
- (i) Seeking further clarification or authorization from Class Counsel and Defendants' Counsel when necessary for performance of its duties and the expenditure of cash from the Settlement Fund;
- (j) Ensuring the privacy and security of data associated with Settlement Class Members; and
- (k) Otherwise assisting with implementation and administration of the terms of this Settlement Agreement.

4.8 Notice and Administrative Costs Estimate and Payments. The Parties will obtain from the Settlement Administrator its best estimate of such anticipated administrative costs, which shall then be set aside from the Settlement Fund. All Settlement Administration Costs will be drawn from the Settlement Fund by the Settlement Administrator, subject to written approval of Bumble (by their counsel) and Class Counsel.

5. Objections and Exclusions

5.1. **Objections.** Any Settlement Class Member who has not submitted a timely completed Opt-Out Form or otherwise requested in writing to opt-out of the Settlement and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, the Fee and Expense Award, or the Service Awards must comply with the following requirements:

5.1.1. **Content of Objections.** All Objections and supporting papers must be in writing and must:

- (a) Clearly identify the case name and number;
- (b) Include the Objector's full name, address, telephone number, email address; and the email address and telephone number associated with the Bumble account through which the Settlement Class Member purchased Bumble Boost, and their signature;
- (c) Include the full name, address, telephone number, and email address of the Objector's counsel (if the Objector is represented by counsel); and
- (d) State whether it applies only to the Objector, to a specific subset of the Settlement Classes, or to the entire ARL Settlement Class or DSL Settlement Class, and also state with specificity the grounds for the objection, including any legal and factual support and any evidence in support of the Objection.

Submission of Objections. Any comments or Objections from Settlement Class Members regarding the proposed Settlement Agreement must be submitted in writing, to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, or by filing them in person at any location of the United States District Court for the Northern District of California, and be filed or postmarked on or before the Objection and Exclusion Deadline. If a

Settlement Class Member does not submit a timely written Objection, or if the Settlement Class Member does not request participation in the Final Fairness Hearing, the Settlement Class Member will not be able to participate in the Final Fairness Hearing.

5.1.2. **Deadline for Objections.** Objections must be submitted by the Objection and Exclusion Deadline.

- (a) If filed in person, Objections must be filed by the Objection and Exclusion Deadline.
- (b) If submitted by U.S. mail, Objections must be postmarked by the Objection and Exclusion Deadline. The date of the postmark on the envelope containing the written statement objecting to the Settlement shall be the exclusive means used to determine whether an Objection and/or intention to appear has been timely submitted. In the event a postmark is illegible, the date of mailing shall be deemed to be three (3) days prior to the date that the Class Action Clerk received the Objection. The Settlement Class Member must pay for Postage.
- (c) Settlement Class Members who fail to submit timely written Objections in the manner specified above shall be deemed to have waived any objections and shall be forever barred from making any objection to the Agreement and the proposed Settlement by appearing at the Final Fairness Hearing, appeal, collateral attack, or otherwise.

5.1.3. **Attendance at Final Fairness Hearing.** Any Objector who timely submits an Objection has the option to appear and request to be heard at the Final Fairness Hearing, either in person or through the Objector's counsel. Any Objector wishing to appear and be heard at the Final Fairness Hearing must include a Notice of Intention to Appear in the

body of the Objector's Objection. Objectors who fail to submit or include this Notice of Intention to Appear may not speak at the Final Fairness Hearing without permission of the Court.

5.1.4. **Objectors' Attorneys' Fees and Expenses.** If an Objector makes an Objection through an attorney, the Objector shall be solely responsible for the Objector's attorneys' fees and expenses.

5.1.5. **Court Approval for Payments to Objectors.** Unless approved by the Court after a hearing, no payment or other consideration may be provided to an Objector or an Objector's counsel in connection with foregoing or withdrawing an Objection or foregoing, dismissing, or abandoning an appeal from a judgment approving the Settlement, Service Awards, or the Fee and Expense Award.

5.1.6. **No Solicitation of Settlement Objections.** At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written Objections to the Settlement or encourage an appeal from the Court's Final Approval Order.

5.2. **Requests for Exclusion.** The Notice shall advise all Settlement Class Members of their right to exclude themselves from the Settlement. This Settlement Agreement will not bind Settlement Class Members who opt-out of the Settlement.

5.2.1. **How to Opt-Out.** To request to be excluded from the Settlement, Settlement Class Members must timely submit a completed Opt-Out Form or other written request for exclusion from the Settlement. This Opt-Out Form may be completed electronically on the Settlement Website or timely sent by U.S. mail to the Settlement Administrator. If the Settlement Class Member chooses to request exclusion from the Settlement without an Opt-Out Form, such request must be timely sent by

U.S. mail to the Settlement Administrator, request exclusion, providing their name, address, a signature, the name and number of the Action, and a clear and explicit statement that they wish to be excluded from the Settlement.

5.2.2. **Deadline to Opt-Out.** To be excluded from the Settlement, the Opt-Out Form or any written request to opt-out must be completed by the Objection and Exclusion Deadline.

(i) If submitted electronically, the Opt-Out Form or any written request to opt-out must be submitted no later than 11:59 p.m. PST on or before the Objection and Exclusion Deadline.

(ii) If submitted by U.S. mail, the Opt-Out Form or any written request to opt-out must be postmarked no later than the Objection and Exclusion Deadline. The date of the postmark on the envelope containing the written request to opt-out shall be the exclusive means used to determine whether an request to opt-out has been timely submitted. In the event a postmark is illegible, the date of mailing shall be deemed to be three (3) days prior to the date that the Settlement Administrator received a copy of the request to opt-out of the Settlement. The Settlement Class Member must pay for Postage.

5.2.3. **Effect of Opt-Out.** Any person who falls within the definition of the DSL Settlement Class or ARL Settlement Class and who validly and timely requests exclusion from the Settlement shall not be a Settlement Class Member; shall not be bound by the Settlement Agreement; shall not be eligible to make a Claim for any benefit under the terms of the Settlement Agreement; and shall not be entitled to submit an Objection to the Settlement.

5.2.4. **Exclusion List.** No later than seven (7) days after the Objection and Exclusion Deadline, the Settlement Administrator shall provide Class

Counsel and Defendants' Counsel with a list of all persons who have timely and validly excluded themselves from the Settlement. The Exclusion List shall be filed with the Court as part of the Motion for Final Approval.

6. Releases

- 6.1. **No Admission of Liability.** This Settlement Agreement is made in compromise of a dispute. Neither the Agreement nor anything that the Parties stated or did during the negotiation of the Agreement shall be construed or used in any manner as an admission of liability or evidence of either party's fault, liability, or wrongdoing. Bumble expressly denies any liability or wrongdoing whatsoever.
- 6.2. **Named Plaintiffs' and Settlement Class Members' Release.** Upon the Effective Date of this Agreement, Nick King, Jr. and the Releasing ARL Settlement Class Members shall release, forever discharge, will not in any manner pursue this Action, and shall be forever barred from asserting, instituting, or maintaining against the Releasees, any and all Released ARL Claims, as defined in § 1.40 of this Agreement. Upon the Effective Date of this Agreement, Deena Fischer, Elana Weinberger and the Releasing DSL Settlement Class Members shall release, forever discharge, will not in any manner pursue this Action, and shall be forever barred from asserting, instituting, or maintaining against the Releasees, any and all Released DSL Claims, as defined in § 1.41 of this Agreement.
- 6.3. **Release of Unknown Claims.** Releasing Named Plaintiffs, Releasing ARL Settlement Class Members, and Releasing DSL Settlement Class Members fully understand that the facts on which this Settlement Agreement is executed may be different from the facts now believed by Releasing Named Plaintiffs, Releasing ARL Settlement Class Members, and Releasing DSL Settlement Class Members, and their Counsel to be true. Releasing Named Plaintiffs, Releasing ARL Settlement Class Members, and Releasing DSL Settlement Class Members expressly accept and assume the risk of this possible difference in

understandings of facts and agree that this Settlement Agreement remains effective despite any difference in such understandings of facts. Releasing Named Plaintiffs, Releasing ARL Settlement Class Members, and Releasing DSL Settlement Class Members further agree that this waiver is an essential and material term of this release and the Settlement that underlies it and that without such waiver the Settlement would not have been agreed to.

- 6.4. **Waiver of California Civil Code § 1542.** Releasing Named Plaintiffs, Releasing ARL Settlement Class Members, and Releasing DSL Settlement Class Members expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542, or any other similar provision under federal or state law. Releasing Named Plaintiffs, Releasing ARL Settlement Class Members, and Releasing DSL Settlement Class Members understand that California Civil Code § 1542 states:

A general release does not extend to claims that the creditor or release party does not know or suspect to exist in his or her favor at the time of executing the release, and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

- 6.5. **Enforcement.** The Named Plaintiffs' and Settlement Class Members' Release shall not bar a claim, complaint, action, or proceeding for breach of this Settlement Agreement, for which the Court shall retain jurisdiction to resolve and enforce.

7. Court Approval of the Settlement

- 7.1. **Cooperation to Obtain Court Approval.** The Parties will jointly take all reasonable steps necessary to secure the Court's approval of this Settlement. Class Counsel will draft and file the motions for Preliminary Approval and Final Approval. Defendants' Counsel will be provided with advance copies of these papers prior to filing, and may join the motions or file separate briefs in support of Preliminary and Final Approval of the Settlement.

7.2. **Settlement Classes.** The Parties agree that, solely for purposes of this Settlement, this Action should be certified and proceed as a class action under Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only. Class Counsel shall serve as counsel for the Settlement Classes. Should Preliminary or Final Approval be denied, or the Settlement otherwise be invalidated or terminated, Bumble reserves all rights to challenge class certification and Plaintiffs agree not to use the fact of the Settlement or any aspect of the negotiation of the Settlement to argue in favor of class certification.

7.3. **Preliminary Approval.** Within thirty (30) days after the execution of this Agreement, Plaintiffs, in consultation with Defendants, shall move the Court for an order seeking:

- (a) Certification of the Settlement Classes and appointment of the Class Representatives (Nick King, Jr. for the ARL Settlement Class and Deena Fischer and Elena Weinberger for the DSL Settlement Class);
- (b) Appoint David C. Parisi and Suzanne Havens Beckman of Parisi & Havens LLP and Grace E. Parasmoo and Yitzchak H. Lieberman of Parasmoo Lieberman Law as Class Counsel.
- (c) Preliminary Approval of the Settlement, approving the terms of this Agreement as fair, reasonable, and adequate and in the best interest of Settlement Class Members;
- (d) Approval of the Notice, including the form, manner, and content of the Email Notices, Mailed Notices, Website Notice, and the Press Release; and
- (e) Placement of the Final Fairness Hearing on the Court's calendar, with the hearing being set approximately one hundred and fifty (150) days after entry of Preliminary Approval, subject to the Court's availability.

7.4. **Final Approval.** At least fourteen (14) days prior to the Final Fairness Hearing, Plaintiffs, in consultation with Defendants, shall move the Court for the Final Approval Order seeking:

- (a) Final Approval of the Settlement, approving the terms of this Settlement to be fair, reasonable, and adequate and in the best interest of Settlement Class Members;
- (b) A finding that the Notice complied with the Settlement Agreement, all applicable law, and due process;
- (c) Distribution of the Settlement Fund and approval of the Settlement Payments; and
- (d) Dismissal of the Action and entry of a Final Approval Order.

7.5. **Effect If Settlement Not Approved.** The Settlement Agreement is being entered into for settlement purposes only. If the Court does not grant Preliminary Approval, does not grant Final Approval, or if the Effective Date does not occur, this Settlement Agreement will be deemed null and void *ab initio*. In that event:

- (a) The Preliminary Approval Order and the Final Approval Order, to the extent they have been entered by the Court, will be vacated by operation of law;
- (b) The Parties will be restored to their respective positions immediately preceding execution of the Agreement, and any intervening Court rulings or decisions shall be vacated;
- (c) No term or condition of the Agreement, or any draft thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect; nor shall any such matter be admissible as evidence for any purpose in the Action or any

other proceeding; nor shall any such matter be used in the Action for any purpose whatsoever;

- (d) Bumble will retain all of its rights to object to any attempt by Plaintiffs to reference, cite to, or rely upon, in any way, the Agreement or any factual or legal statement or conclusion within it, including as to the feasibility of the maintenance of the Action as a class action.

7.6. **Modifications Suggested by the Court.** If the Court suggests any modifications to the Agreement or conditions either Preliminary Approval or Final Approval on modifications to the Agreement, the Parties shall, working in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court. However, the Parties shall not be obligated to make any additions or modifications to the Agreement that would affect the benefits provided to Settlement Class Members, or the cost to or burden on Defendants, including additional or modified changes in practices, the content or extent of Notices required to Settlement Class Members, or the scope of any of the releases contemplated in this Agreement. If the Court orders or proposes such additions or modifications, the Parties will each have the right to terminate the Settlement Agreement within seven (7) days from the date of the Court's order or proposal. If any Party elects to terminate the Settlement Agreement pursuant to this section, the Agreement will be deemed null and void *ab initio* and the provisions of § 7.5 will apply.

7.7. Notwithstanding the foregoing, the Parties will not be entitled to terminate this Settlement Agreement based on any order relating to Class Counsel's anticipated motion for a Fee and Expense Award or to Plaintiffs' anticipated motion for Service Awards to the Plaintiffs, nor any appeal from such order or reversal or modification thereof.

8. Class Counsel's Fees and Expenses

- 8.1. **Fee and Expense Award.** Class Counsel will file a motion with the Court seeking a portion of the Settlement Fund as payment of their reasonable attorneys' fees, as well as reimbursement of actual expenses, including experts and consultants, incurred in connection with prosecuting this Action. Bumble expressly reserves the right to oppose the motion seeking a Fee and Expense Award for any reason, at its discretion.
- 8.2. **Disclosure of Amounts Sought.** In its Motion for Preliminary Approval of the Settlement and supporting papers, Class Counsel will provide the maximum amount of the Settlement Fund they will seek from the Court as attorneys' fees, as well as the total amount of expenses (or best estimates for expenses not yet charged) for which they will seek reimbursement. These amounts will also be disclosed in the Settlement Notice and posted on the Settlement Website.
- 8.3. **Motion for Attorneys' Fees and Expenses.** At least thirty-five (35) days prior to the Objection and Exclusion Deadline, Class Counsel will file a motion for award of attorneys' fees and expenses. Class Counsel's motion for attorneys' fees and expenses will also be posted on the Settlement Website.
- 8.4. **Payment of Attorneys' Fees and Expenses.** Class Counsel will be entitled to payment of Attorneys' Fees and Expenses awarded by the Court from the Settlement Fund and these sums shall be paid within fourteen (14) days after the Effective Date.

9. Service Awards

- 9.1. **Generally.** Class Counsel will seek Service Awards for each Class Representative in consideration for their service during the course of the Action and commensurate with their participation in the Action.
- 9.2. **Amount of Service Awards.** Any Service Awards are separate and apart from any Settlement Payments the Class Representatives may receive as a result of submitting Claims as Settlement Class Members. Bumble expressly reserves the right to oppose the motion seeking a Service Award for any reason, at its discretion.
- 9.3. **Motion for Service Awards.** Class Counsel will provide the specific amounts they will seek in Service Awards for the Class Representatives at the same time they file a motion for attorneys' fees and expenses. This request for Service Awards will be filed at least thirty-five (35) days prior to the Objection and Exclusion Deadline. It will also be posted on the Settlement Website.
- 9.4. **No Condition of Support.** Each Class Representative shall receive any Service Award they are awarded by the Court, irrespective of whether they support the terms of the Settlement.
- 9.5. **Payment of Service Awards.** If awarded by the Court, the Service Awards shall be payable from the Settlement Fund within fourteen (14) days after the Effective Date. The Service Awards shall be sent to the Named Plaintiffs through an ACH Transfer or check.

10. Miscellaneous Terms

- 10.1. **Taxes.** Settlement Class Members, Class Representatives and Class Counsel shall be responsible for paying any and all federal, state, and local taxes due on any payments to them pursuant to the Settlement Agreement.
- 10.2. **Construction and Interpretation.** The following additional terms shall govern the construction and interpretation of this Agreement.

10.1.1. **Knowledge and Advice of Counsel.** Each party enters into the Settlement Agreement with the opportunity to seek the advice of counsel, and executes and delivers the Settlement Agreement being fully informed as to its terms, content, and effect.

10.1.2. **Entire Agreement.** The Agreement and attached exhibits set forth all terms agreed to by the Parties and supersede all previous or contemporaneous agreements between the Parties relating to the Agreement's subject matter. In entering into the Settlement Agreement, no Party has relied on, and no Party will have any right or remedy based on, any statement, representation, or warranty, whether made negligently or innocently, except those expressly set forth in the Agreement.

10.1.3. **No Construction Against Any Party.** The terms of the Settlement Agreement have been negotiated at arm's-length among knowledgeable parties represented by experienced counsel. The Parties agree that the normal rule of construction that any ambiguity in a document is construed against the drafting party shall not apply to the interpretation or enforcement of the Settlement Agreement, as the Parties each participated in the drafting of the Settlement Agreement.

10.1.4. **Headings and Captions.** The headings and captions of sections in the Settlement Agreement are inserted for convenience, reference, and identification purposes only, and shall not control, define, limit, or affect any provisions of the Agreement.

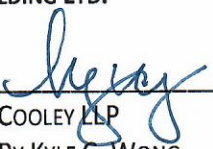
10.1.5. **Severability.** If any term or part of a term of the Settlement Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

10.3. **Specific Prohibitions.** The following specific prohibitions shall apply to the Settlement Agreement as follows:

- 10.2.1. **No Assignment.** The Settlement Agreement, including any of the rights and duties of each party under the Agreement, may not be assigned without prior written approval by the other parties.
- 10.2.2. **No Waiver.** Neither party will be treated as having waived any rights or privileges, including attorney-client privilege, as the result of the Settlement Agreement. Additionally, a waiver of any breach of the Settlement Agreement by any party shall not be deemed to be a waiver by any party of any other breach of the Agreement.
- 10.2.3. **No Third-Party Beneficiaries.** The Settlement Agreement does not confer any benefits on any third party unless expressly stated herein.
- 10.4. **Execution in Counterparts.** The Parties may execute the Settlement Agreement in counterparts, including PDF, facsimile, and any other electronic means, which, taken together, will constitute one instrument.
- 10.5. **Amendments.** Any amendment must be in writing, signed by Class Counsel and Defendants' Counsel, and expressly state that it is amending the Settlement Agreement.
- 10.6. **Governing Law.** All claims arising out of or relating to the Settlement Agreement will be governed by the laws of the State of California, without regard to, or application of, California's conflict of law rules.
- 10.7. **Enforcement and Jurisdiction.** The Court shall retain exclusive jurisdiction to enforce, interpret, and implement the Settlement Agreement, including any alleged violations, any disputes, and the terms of any order entered pursuant to this Agreement.


SIGNATORIES

IN WITNESS WHEREOF, each of the Parties hereto has reviewed and approved this Agreement and has caused this Agreement to be executed on its behalf by its duly authorized counsel of record or representative.

<p>DEFENDANTS BUMBLE TRADING INC. AND BUMBLE HOLDING LTD.</p> <p>AGREED TO: <u></u> COOLEY LLP BY KYLE C. WONG</p> <p>DATE: <u>6/22/2020</u></p> <p><i>Attorneys for Defendants Bumble Trading Inc. and Bumble Holding Ltd. as authorized and on behalf of Defendants Bumble Trading Inc. and Bumble Holding Ltd.</i></p>	<p>PLAINTIFFS NICK KING, JR., DEENA FISCHER, AND ELENA WEINBERGER</p> <p>AGREED TO: _____ PARISI & HAVENS LLP BY DAVID C. PARISI ATTORNEYS FOR PLAINTIFFS, INDIVIDUALLY AND ON BEHALF OF THE PROPOSED CLASSES</p> <p>AGREED TO: _____ PARASMO LIEBERMAN LAW BY GRACE E. PARASMO ATTORNEYS FOR PLAINTIFFS, INDIVIDUALLY AND ON BEHALF OF THE PROPOSED CLASSES</p> <p>AGREED TO: _____ NICK KING, JR.</p> <p>AGREED TO: _____ DEENA FISCHER</p> <p>AGREED TO: _____ ELENA WEINBERGER</p> <p>DATE: _____</p>
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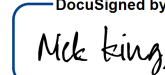


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