

## **CLASS ACTION SETTLEMENT AGREEMENT**

This class action settlement agreement (“Agreement”) is entered into this 11th day of May, 2021, between Kirilose Mansour (“Plaintiff”), individually and as class representative of the Settlement Class defined in Article II below, and Bumble Trading, Inc., (“Defendant” or “Bumble”). Plaintiff and Defendant are jointly referred to as the “Parties.”

### **I. RECITALS**

1.1. On May 29, 2018, Plaintiff commenced a civil action in the Superior Court of the State of California, County of Riverside, styled *Kirilose Mansour v. Bumble Trading, Inc.*, No. RIC1810011 (the “Litigation”), alleging in his initial complaint violations of California’s Unruh Civil Rights Act, Cal. Civ. Code § 51 *et seq.* (“Unruh Act”) and California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.* (the “Initial Complaint”).

1.2. Plaintiff alleged in the Initial Complaint that male users of the Bumble dating app in California were denied equal access to the features of the Bumble dating app based on their gender. Plaintiff asserted these claims on behalf of a putative class defined in the First Amended Complaint as “All male persons in California that purchased Bumble Boost.” As relief, Plaintiff requested restitution of fees, statutory damages under the Unruh Act, reasonable attorneys’ fees and costs, and equitable and injunctive relief.

1.3. The Litigation proceeded for two years, during which the Parties propounded and responded to mutual written discovery and took deposition testimony from witnesses for each Party. Following discovery, Plaintiff expanded and redefined the class in his Motion for Class Certification from that alleged in the Initial Complaint as male Bumble Boost users who identified as interested in women to all male Bumble users who identified as interested in women

because “women message first” is a feature of the free Bumble dating app that is not altered, expanded or related to a Boost subscription. On November 25, 2019, Plaintiff filed a Motion for Class Certification as to a class consisting of “male persons in California that used Bumble and identified as interested in women on Bumble from May 29, 2014 to the present” (the “Class”) and a subclass consisting of “all male persons in California that purchased Bumble Boost and identified as interested in women on Bumble from May 29, 2014 to the present.” On February 14, 2020, based on defenses under the Constitutions of the United States and California, Defendant filed a Motion for Summary Judgment seeking dismissal of Plaintiff’s claims in their entirety.

1.4. The Parties attended a mediation with Retired Judge Gail Andler on June 23, 2020.

1.5. On January 6, 2021, Plaintiff filed a First Amended Complaint (the “Amended Complaint”).

1.6. While the Parties did not reach an agreement to settle the Litigation during the mediation, they continued to negotiate in good faith and, with the assistance of Judge Andler over the next several months, reached an agreement in principle to settle their respective claims and defenses. Accordingly, subject to approval by the Court, the Parties agree that the Litigation, including all claims of Settlement Class Members (as defined in Article II below), shall be fully and finally compromised, settled and released on the terms and conditions set forth in this Agreement.

1.7. Plaintiff’s Counsel have evaluated the merits of the Parties’ contentions and this Agreement as it affects the Parties and the Settlement Class Members as well as the risks of continued litigation, which include not prevailing on a motion for class certification, and not

establishing liability and damages in the Litigation. Plaintiff and Plaintiff's Counsel, after taking into account the foregoing, along with other risks, delay and the costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, just, reasonable, and adequate, and that a settlement of the Litigation and the prompt provision of monetary and other effective relief to the Settlement Class Members is in the best interests of those Members.

1.8. Defendant denies Plaintiff's allegations and charges of wrongdoing or liability asserted in the Initial Complaint and the Amended Complaint; denies that Plaintiff or any Settlement Class Member has suffered damage or harm by reason of Defendant's alleged conduct; and denies that Plaintiff and Settlement Class Members are entitled to any recovery, monetary or otherwise, in the Litigation. Nonetheless, Defendant wishes to resolve the Litigation on the terms stated herein, in order to avoid further burden, expense, inconvenience, and interference with its ongoing business operations. Therefore, Defendant has determined that settlement of the Litigation on the terms set forth herein is in its best interests.

1.9. This Agreement reflects a compromise between the Parties, and shall under no circumstances be construed as or be deemed an admission or concession by any Party of the truth of any allegation or the validity or merit of any claim or defense asserted in the Initial Complaint or the Amended Complaint, or of any fault on the part of Plaintiff or Defendant, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability or non-liability by or against any Party in this or any other proceeding.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree to settle the Litigation, subject to Court approval, under the following terms and conditions:

## **II. DEFINITIONS**

Capitalized terms not elsewhere defined in this Agreement shall be defined as follows:

2.1. “Administrative Cost Estimate” means a portion of the Common Fund (as that term is defined in Article III of this Agreement) in the estimated amount of \$99,059 to be disbursed to the Settlement Administrator in accordance with Article III of this Agreement.

2.2. “Benefit Deadline” means 45 days after the Effective Date, unless the Effective Date is also the date of Final Approval, in which case “Benefit Deadline” means 75 days after the Effective Date.

2.3. “Claim Form” means a form submitted by a Settlement Class Member in accordance with Section 5.1, in substantially the same form as Exhibit 4.

2.4. “Claims” are all claims of alleged gender and/or sexual orientation discrimination that are asserted or could have been asserted based on the facts alleged in the Initial Complaint and Amended Complaints, including claims pertaining to Bumble Boost, as described in Sections 1.1 through 1.3 above.

2.5. “Class Notice” means a notice in substantially the same form as Exhibit 2.

2.6. “Class Period” means the period from May 29, 2016 through the date the Court grants Preliminary Approval of the Settlement.

2.7. “Court” means the Superior Court of the State of California, County of Riverside.

2.8. “Defendant’s Counsel” means the law firm of Hughes Hubbard & Reed LLP.

2.9. “Effective Date” means (a) if there are no objectors to the settlement contemplated by this Agreement, the date of the Court’s Final Approval of this Agreement; or (b) if there are objectors, the later of: (i) the expiration date of the time for filing a notice of appeal from Final Approval if no notice of appeal is filed; or (ii) if a notice of appeal is filed, but

Final Approval is affirmed or the appeal is dismissed, the date upon which all applications for appellate review have expired without such an application having been filed.

2.10. “Final Approval” means entry of a judgment, in substantially the same form as Exhibit 3, granting final approval of this Agreement as binding upon the Parties and the Settlement Class, which shall constitute a judgment respecting the Claims.

2.11. “Member” or “Settlement Class Member” means a member of the Settlement Class.

2.12. “Notice Date” means the first day on which the Class Notice is posted by the Settlement Administrator on the Settlement Website in accordance with Section 4.3 of this Agreement.

2.13. “Plaintiff’s Counsel” and “Class Counsel” means Law Offices of Todd M. Friedman, P.C., and The Soliman Firm.

2.14. “Plaintiff Releasors” means Plaintiff’s predecessors, successors, heirs, trusts, executors, assigns, personal representatives, attorneys, and family members.

2.15. “Preliminary Approval” means issuance of an Order by the Court, in substantially the same form as Exhibit 1, granting preliminary approval of the settlement described in this Agreement.

2.16. “Released Claims” means the claims released as set forth in Sections 8.1 through 8.3 of this Agreement.

2.17. “Released Parties” means Defendant, the following corporate affiliates that support Defendant: Bumble, Inc., Bumble Trading LLC, Bumble Holding Limited, Badoo Trading Limited, Badoo Limited, Bumble IP Holdco LLC, and the Defendant’s and its

supporting affiliates' respective current and former officers, directors, members, managers, employees, controlling shareholders, and agents.

2.18. "Settlement Administrator" means Postlethwaite & Netterville, unless another independent administrator is agreed upon by the Parties and approved by the Court.

2.19. "Settlement Class" means every male person in California who used the Bumble dating app and self-identified as interested in women on the Bumble dating app from May 29, 2016 to the date this Court grants Preliminary Approval of the Settlement, except those who choose to opt out of the Settlement Class.

2.20. "Settlement Class Member" means a person who is a member of the Settlement Class.

2.21. "Settlement Website" means the internet website established pursuant to Section 4.3 of this Agreement and the Preliminary Approval Order.

2.22. "Valid Claim" means a claim submitted in compliance with Section 5.1 of this Agreement.

### **III. SETTLEMENT BENEFITS**

3.1. No Purchase Required. No Settlement Class Member will be required to make any purchase in order to obtain any benefit under this Agreement. For Settlement Class Members who choose to reactivate their account in order to receive Super Swipes as described in Section 3.2, no reactivation fee will be charged and Settlement Class Members will not be required to sign up for a paid service.

3.2. Free Super Swipes to Every Settlement Class Member with an Active Bumble Account. By the Benefit Deadline, Defendant will deposit 20 free Super Swipes (totaling \$31.98 in benefit,) into the Bumble account of every Settlement Class Member who at that time has an

active Bumble dating app account unless the Settlement Class Member elects to receive an additional portion of the pro rata share as set forth in Section 3.4. Defendant shall advise Settlement Class Members via the Class Notice that they must have an active account on the Notice Date in order to receive the deposit of Super Swipes. Class Counsel shall have the right to conduct confirmatory discovery on the valuation of Super Swipes, including written discovery and a confirmatory deposition of Defendant's PMK.

3.3. Common Fund and Administration Expenses.

(a) In accordance with the requirements of this Article 3, Defendant will deposit with the Settlement Administrator a fund of monetary benefits in the total amount of \$3,000,000.00, which fund will be used to pay for 1) third-party administration expenses; 2) the proposed incentive award to Plaintiff as provided in Section 7.3 of this Agreement; 3) costs of the Litigation, in an amount not to exceed \$50,000.00; and 4) the remainder being a distributable fund to Settlement Class Members who submit Valid Claims (collectively, the "Common Fund"). In addition to the Common Fund, the Settlement Administrator will separately invoice the Defendant, and the Defendant will pay to the Settlement Administrator up to \$100,000 to reverse look up the contact information (email addresses and/or physical addresses) of Settlement Class Members without active accounts and for whom Defendant only has telephone numbers as contact information and therefore cannot provide the initial notice by email or through the Bumble dating app. The Settlement Administrator has estimated the cost of these additional services to be approximately \$32,000.

(b) Within thirty (30) days of the entry of the Preliminary Approval Order, Bumble will disburse to the Settlement Administrator the Administrative Cost Estimate portion of the Common Fund to be used by the Settlement Administrator for preliminary settlement

administration costs, including the costs to establish and maintain the Settlement Website, the costs to establish and maintain a toll-free telephone number for questions by Settlement Class Members, as well as any other initial administration costs. To the extent that additional settlement administration costs are incurred after this initial payment, but before the deposit of funds into the Common Fund, the Settlement Administrator will bill, and Bumble shall pay, such additional costs. For the initial disbursement to the Settlement Administrator described above, and for any additional costs of settlement administration that are paid by Bumble (other than payments for the cost of reverse look up of contact information (email addresses and/or physical addresses) of Settlement Class Members without active accounts for whom Defendant only has telephone numbers as contact information), Bumble shall receive a credit against the amounts required to be paid into the Common Fund.

(c) All settlement administration costs will be drawn from the Common Fund by the Settlement Administrator, subject to the written approval of Bumble (via its counsel) and Class Counsel. The cost of reverse look up of contact information (email addresses and/or physical addresses), of Settlement Class Members without active accounts for whom Defendant only has telephone numbers as contact information will be billed separately by the Settlement Administrator to Defendant and will be paid by Defendant separately in an amount up to \$100,000 and such payments will be in addition to Defendant's deposit of the Common Fund.

(d) Upon the Effective Date, Bumble will disburse to the Settlement Administrator the remainder of the Common Fund necessary to make all payments in accordance with this Agreement.

3.4. Monetary relief from the Common Fund, unlike benefits described in Section 3.2 for Super Swipes, is not automatically provided to Settlement Class Members, and requires each



Settlement Class Member to submit a valid Claim Form in order to receive a distributable share of the Common Fund. Each Settlement Class Member who submits a valid Claim Form will receive, in addition to the other benefits described herein, a pro rata share of the distributable fund, calculated as follows:

$$\frac{\textit{Distributable Fund}}{\textit{Number of Claims}} = \textit{Pro Rata Share}$$

A Settlement Class Member that does not have an active Bumble dating app account or that does not want 20 free Super Swipes may elect to instead receive two portions of the pro rata share from the Distributable Fund. By the Benefit Deadline, the Settlement Administrator shall provide to each Settlement Class Member whose Claim Form is determined to present a Valid Claim the monetary relief described in this Section 3.4. The Settlement Administrator shall provide said monetary relief in one of four ways, depending on the election of the Settlement Class Members as indicated on Claim Forms submitted to the Settlement Administrator: (i) by credit transfer to a Settlement Class Member’s PayPal account; (ii) by credit transfer to a Settlement Class Member’s Venmo account; (iii) by credit transfer to a Settlement Class Member’s Zelle account; or (iv) by mailing a bank check, payable to a Settlement Class Member, to the physical address provided on a Claim Form submitted by such Settlement Class Member. No portion of this Common Fund shall revert to Defendant under any circumstances.

3.5. Change of Practice. Defendant will implement a “reactions” feature that will permit all users of the Bumble dating app in California, both male and female, to “react” to specific parts of the profiles of other such users by selecting from a predetermined set of emojis to send to other such users as part of the swiping process. This “reactions” feature will be

available to all users in California, for a period of one year after the Effective Date, regardless of gender or stated sexual preference.

#### **IV. NOTICE AND APPROVAL PROCEDURE**

4.1. Preliminary Approval. As soon as practicable after the execution of this Agreement, Plaintiff shall file, with Defendant's consent, a stipulation to file a First Amended Complaint that shall amend the class definition to match the Settlement Class. Upon the Court's granting of such stipulation and filing of the First Amended Complaint, and as soon as practicable after the filing of the First Amended Complaint, Plaintiff shall move the Court for a Preliminary Approval order ("Motion for Preliminary Approval"), substantially in the form of Exhibit 1, preliminarily approving this Agreement and this settlement as fair, just, reasonable, and adequate; approving the Class Notice to the Settlement Class Members as described below; and setting a hearing to consider Final Approval of the settlement, any objections thereto, and a motion for an award of attorneys' fees, costs, and expenses, and any incentive award. Plaintiff's Counsel shall provide Defendant's Counsel with an initial draft of the Motion for Preliminary Approval prepared by Plaintiff's Counsel. Defendant's Counsel shall promptly provide to Plaintiff's Counsel any proposed comments on and revisions to the draft Motion for Preliminary Approval, and, consistent with its fiduciary obligations to Plaintiff, Plaintiff's Counsel shall in good faith endeavor to revise said draft motion to include comments and revisions provided by Defendant's Counsel. Plaintiff's Counsel shall submit to the Court a final Motion for Preliminary Approval, and Defendant's Counsel shall not oppose said final motion.

4.2. Notice to Settlement Class Members. As soon as reasonably practicable, but not later than 30 days after entry of the order granting Preliminary Approval, Defendant shall send the Class Notice to each Settlement Class Member by email, or if Bumble does not have a valid

email address, through the Bumble dating app. Defendant shall inform Class Counsel of the successful transmission rate, bounce back rate, and any other relevant information regarding the sending of the Class Notice reasonably requested by Class Counsel. Defendant will send the Notice from an email address that redirects any and all response emails sent by Settlement Class Members to the Settlement Administrator, who in turn shall forward response emails to both Plaintiff's Counsel and Defendant's counsel.

4.3. For any Settlement Class Member for whom Defendant does not have a valid email address, Defendant will determine if that individual has an active Bumble dating app account and if so, will provide Notice through the Bumble dating app to inform that Settlement Class Member of the Settlement. For any Settlement Class Members without an email address or an active account, Defendant will provide the Settlement Administrator with a name, phone number, and date of sign-up for that Settlement Class Member. The Settlement Administrator will conduct a reverse look-up using this information to identify an email address or mailing address for the Settlement Class Member. If an email address is identified for the Settlement Class Member, the Settlement Administrator will email a copy of the Class Notice to the Settlement Class Member at the email address identified. If no email address is available, the Settlement Administrator will mail a copy of the Class Notice to the mailing address for the Settlement Class Member. These mailed notices will be sent within 30 days after entry of the order granting Preliminary Approval.

4.4. Settlement Website. By not later than 30 days after entry of the order granting Preliminary Approval, the Settlement Administrator shall have established the Settlement Website as approved by the Court, which shall contain the following: this Agreement; the Preliminary Approval Motion; the Preliminary Approval order; the Class Notice in both

downloadable PDF format and HTML format; a Claim form; an Objection form; an Exclusion form; a set of answers to frequently asked questions (FAQs); and a Contact Information page that includes the mailing and email addresses and a toll-free telephone number for the Settlement Administrator and contact information for Defendant's Counsel and Plaintiff's Counsel.

4.5. Notice of Right to Object to or Opt Out of the Settlement. The Class Notice shall advise Settlement Class Members of their right to object to this settlement, personally or through counsel, or to opt out of the settlement. The Class Notice and proposed Preliminary Approval order shall provide that any Settlement Class Member who fails to properly or timely submit an objection in accordance with Section 4.5 of this Agreement will be precluded from objecting and will be bound by the terms of this Agreement.

4.6. Objections. Any Settlement Class Member who wishes to object to the settlement and to be heard at the Final Approval hearing must submit a notice of objection which notice must be submitted by mail or electronically within 45 days after the Notice Date (or such other deadline as the Court might order) to the Settlement Administrator. Each such notice or request must include: (i) the case name and number, (ii) the Member's name, (iii) the Member's current physical address and telephone number, (iv) the email address and telephone number, if any, associated with the Member's Bumble dating app account, and (v) the basis for why the Member objects to the Agreement Failure to comply with all requirements of this Section 4.5 shall constitute grounds for striking an objection or denying a request to be heard, as applicable.

4.7. Opt-Outs.

(a) Any Settlement Class Member who wishes to be excluded from the settlement and the Settlement Class may do so by either mailing or electronically submitting the exclusion form to be provided on the Settlement Website to the Settlement Administrator within

45 days after the Notice Date (or such other deadline as the Court might order). An opt-out request must include (i) the Member's name, (ii) the Settlement Class Member's current physical address and telephone number, and (iii) the email address associated with the Member's Bumble dating app account." A Settlement Class Member who elects to opt out of this settlement and the Settlement Class shall not be permitted to object to this settlement or request the right to intervene in the Litigation.

(b) The Settlement Administrator shall send a reminder notice to every Settlement Class Member who received the Class Notice by mail and from whom no claim or exclusion request is received within 30 days of mailing the Class Notice.

(c) In the event that more than 850 Settlement Class Members submit valid requests to opt out within 45 days after the Notice Date (or such other deadline as the Court might order), then, at the sole election of Defendant, the Litigation shall revert to its status as it existed prior to the date of this Agreement. In the event of such election by Defendant, Section 6.3 shall apply. Additionally, in the event of such election by Defendant, Defendant agrees to pay all costs of notice up to the point of such election and agrees to either give notice or pay for notice to be given to the Class of its election.

(d) Any Settlement Class Member may rescind his request for exclusion from the Settlement Class by providing written notice of withdrawal to the Settlement Administrator no more than fourteen (14) days after the Final Approval Hearing.

4.8. Certification of Class Notice. At least seven days prior to the hearing on Final Approval, the Settlement Administrator and Defendant shall certify to the Court that they have complied with the Class Notice requirements set forth herein.

4.9. Final Approval Order and Judgment. Not later than 28 days before the hearing on Final Approval, Plaintiff, with the support of Defendant, shall move for entry of judgment, in substantially the same form as Exhibit 3, granting final approval of this settlement and adjudging this Agreement and the settlement embodied therein to be final, fair, just, reasonable, adequate, and binding on all Settlement Class Members, overruling any objections to the settlement, ordering that the settlement relief be provided as set forth in this Agreement and giving effect to the releases as set forth in Article VIII, below.

**V. CLAIMS ADMINISTRATION**

5.1. Claims Process. Each Settlement Class Member may submit one Claim Form either on paper via first-class mail, or online via the Settlement Website, at the election of the Settlement Class Member. Claim Forms must be submitted no later than 60 days after the Notice Date. On the Claim Form, Settlement Class Members must provide (i) their name, (ii) current contact information, (iii) email address or phone number associated with their Bumble account, optionally (iv) Venmo, Zelle, or PayPal account information for purposes of direct deposit of the settlement funds, and optionally (v) an election to receive two portions of the pro rata share from the distributable settlement fund if the Settlement Class Member does not have an active Bumble dating app account or does not want 20 free Super Swipes. If sent by mail, the date of the postmark on the envelope containing the Claim Form shall be the exclusive means used to determine whether a mailed Claim Form has been timely submitted. In the event that 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 the Claim Form. If submitted electronically, the claims form must be submitted no later than 11:59 p.m. Pacific Time on or before the claims deadline set forth in this Section 5.1.

5.2. Settlement Administrator Duties. The Settlement Administrator shall be responsible for processing Claim Forms, creating and administering the Settlement Website, reporting opt out information to plaintiff and defense counsel, conducting a reverse look-up and sending out either email or mail Class Notice as set forth in Section 4.3, and fulfilling Valid Claims of Settlement Class Members who request payment of monetary relief.

5.3. Monitoring of Settlement Administrator. Plaintiff's Counsel and Defendant's Counsel shall monitor the Settlement Administrator's work and upon request shall receive copies from the Settlement Administrator of all Claim Form data and any other documentation provided by Settlement Class Members, and any opt out information, including names and contact information for all Settlement Class Members who opt out of the Agreement. If Defendant rejects any claim, it shall so inform the Settlement Administrator and Plaintiff's Counsel. Should Plaintiff dispute the rejection of any claim, Plaintiff's Counsel may themselves, or may instruct the Settlement Administrator to, contact the claimant for additional information, and counsel for Plaintiff and Defendant will meet and confer in a good faith attempt to resolve the dispute. Any unresolved disputes between Plaintiff and Defendant regarding claim administration or the payment of a claim shall be resolved by the Court, unless the Parties mutually agree on another dispute resolution process. Upon rejection of any claim, the Settlement Administrator shall send a letter to the claimant stating the reason(s) for the rejection.

5.4. Settlement Expenses. All reasonable costs of notice and all other reasonable fees, costs, and expenses charged or incurred by the Settlement Administrator shall be paid from the Common Fund, as defined in Section 3.3 of this Agreement. Any amounts that must be advanced to the Settlement Administrator prior to Final Approval shall be paid by Defendant, and debited against the Common Fund; provided, however, that with the exception of payment of

the attorneys' fees of Class Counsel as provided for in Article VII of this Agreement, Defendant shall be under no obligation to pay any costs, expenses or fees of any nature whatever other than costs, expenses and fees to be paid from the Common Fund in accordance with Section 3.3 and this Section 5.4.

5.5. Cy Pres. In the event that, after a period of 180 days following the last distribution of pro rata shares from the Common Fund, there remain any residual funds in the Common Fund, the Settlement Administrator shall distribute any such funds to a *cy pres* recipient. The Parties have agreed to and Plaintiff will propose Public Justice as the *cy pres* recipient.

## **VI. SETTLEMENT BASED ON COURT APPROVAL OF TERMS**

6.1. Class Certification for Settlement Purposes Only. Solely for the purposes of effectuating the settlement set forth in this Agreement and subject to Court approval, the Parties stipulate that a Settlement Class shall be certified in accordance with the definition set forth in Section 2.19 of this Agreement; that Plaintiff shall represent the Settlement Class for settlement purposes; and that Plaintiff's Counsel shall be appointed as counsel for the Settlement Class.

6.2. Right to Terminate Settlement Based on Increased Cost or Burden. In the event that the Court declines to enter a Preliminary Approval order or to grant Final Approval, or conditions the entry of such orders on terms and conditions that materially depart from the provisions of this Agreement or materially increase the cost (including administrative cost) or burden of the Agreement, the Parties shall endeavor, consistent with this Agreement, to resolve any issues identified by the Court and proceed with this settlement. If the Parties are unable to reach such a resolution, Plaintiff or Defendant shall each have the unilateral right to terminate this Agreement.



6.3. Effect If Settlement Not Approved or Agreement Is Terminated. In the event that this Agreement (including the settlement provided for herein) is not finally approved (including on any appeal), is terminated or cancelled, or fails to become effective for any reason whatsoever, the Litigation shall revert to its status as it existed prior to the date of this Agreement. In such event, neither this Agreement nor any draft thereof, nor any negotiation, documentation, or other part or aspect of the Parties' settlement discussions, nor any other document filed or created in connection with this settlement, shall have any effect or be admissible in evidence for any purpose in the Litigation or in any other proceeding, and all such documents or information shall be treated as strictly confidential and may not, absent a court order, be disclosed to any person other than the Parties' counsel, and in any event only for purposes of the Litigation.

## **VII. ATTORNEYS' FEES, COSTS AND EXPENSES, AND INCENTIVE AWARDS**

7.1. Payment to Plaintiff's Counsel. Defendant separately agrees to pay Class Counsel their attorneys' fees and costs of suit for their work on the Litigation. Defendant agrees that the settlement benefits afforded to the Class are multifaceted, and robust, and will not contest and will agree to pay Class Counsels' attorneys' fees in an amount up to \$3,250,000. No later than 45 days after the Notice Date, Class counsel shall file a Motion for Attorney's Fees and Costs and Incentive Award with the Court. 30 days before the Benefit Deadline, Class Counsel shall provide to Defendant's Counsel documentation, including detailed billing records and accompanying declarations of Class Counsel, supporting such attorneys' fees and costs. Bumble shall pay the Class Counsels' fees separate and apart from the Common Fund. The Parties agree and affirm that all benefits for Settlement Class Members were fully and finally negotiated before negotiation of Class Counsels' fees.

7.2. The attorneys' fees, costs and expenses awarded by the Court pursuant to this Section 7.1 shall constitute the sole and total obligation of Defendants to pay attorneys' fees, costs and expenses of any kind in the Litigation.

7.3. Incentive Award to Plaintiff. Plaintiff may apply to the Court for an incentive award in an amount not to exceed \$10,000 for services performed in representing the Settlement Class. Defendant agrees not to oppose such application for an incentive award.

7.4. Payment. Payment of any award of attorneys' fees shall be made by Defendant by the Benefit Deadline; payment of costs or expenses or any incentive award shall be made by the Settlement Administrator from the Common Fund by the Benefit Deadline.

7.5. No Effect on Settlement. Plaintiff and Plaintiff's Counsel agree that the denial of, reduction or downward modification of, or failure to grant any application for attorneys' fees, costs, and expenses or incentive award shall not constitute grounds for modification or termination of this Agreement, including the settlement and releases provided for herein. Moreover, in the event that the Court does not grant the full amount of attorneys' fees provided for in Section 7.1 of this Agreement, any additional amounts shall be distributed to the Common Fund and not revert to Defendant.

## **VIII. RELEASES**

### 8.1. Release Regarding Settlement Class Members and Released Parties.

(a) Upon Final Approval, all Settlement Class Members shall be deemed to release and forever discharge the Released Parties from, and shall be forever barred from instituting, maintaining, prosecuting or asserting, any and all claims, liens, debts, demands, rights, actions, suits, causes of action, controversies, costs, expenses, attorneys' fees, obligations, damages or liabilities of any nature whatsoever, whether individual, class or representative,

whether legal, equitable, administrative, direct, indirect, or otherwise, whether known or unknown, whether arising under any international, federal, state or local statute, ordinance, regulation, common law, principle of equity or otherwise, that were asserted or could have been asserted based on the facts alleged in the Initial or Amended Complaints and for which liability arose during the Class Period.

(b) Each and every term of this Section 8.1 shall be binding upon all Settlement Class Members and all of their predecessors, successors, heirs, trusts, executors, assigns, personal representatives, attorneys and family members, and inure to the benefit of all of the Released Parties.

8.2. Release Regarding Plaintiff Releasors and Released Parties.

(a) Upon Final Approval, Plaintiff and Plaintiff Releasors shall release and forever discharge the Released Parties, their current and former subsidiaries, parents, affiliates, divisions, officers, directors, members, managers, shareholders, insurers, employees, agents, attorneys, legal representatives, heirs, predecessors, successors, and assigns, and their current and former subsidiaries', parents', affiliates', and divisions' officers, directors, members, managers, shareholders, insurers, employees, agents, attorneys, legal representatives, heirs, spouses, predecessors, successors, and assigns, from, and shall be forever barred from instituting, maintaining, prosecuting or asserting, any and all claims, liens, debts, demands, rights, actions, suits, causes of action, controversies, costs, expenses, attorneys' fees, obligations, damages or liabilities of any nature whatsoever, whether individual, class, or representative, whether legal, equitable, administrative, direct, indirect, or otherwise, whether known or unknown, whether arising under any international, federal, state or local statute, ordinance, regulation, common law, principle of equity or otherwise, relating to Claims or in any manner relating to an allegation that

male persons in California who used the Bumble dating app and identified as interested in women on the Bumble dating app during the Class Period were denied equal access to features of the Bumble dating app based on their gender or sexual orientation.

(b) Plaintiff expressly understands and acknowledges that it is possible that unknown losses or claims exist or that losses may have been underestimated in amount or severity. Plaintiff and Plaintiff's Counsel explicitly took those possibilities into account in entering into this Agreement, and a portion of the consideration provided for and the mutual covenants contained herein, having been bargained for between Plaintiff and Defendant with the knowledge of the possibility of such unknown claims or losses, was given in exchange for a full accord, satisfaction, and discharge of all such claims and losses. Consequently, Plaintiff expressly waives all provisions, rights and benefits of California Civil Code Section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). Section 1542 provides:

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

(c) Each and every term of this Section 8.2 shall be binding upon, and inure to the benefit of Plaintiff, Plaintiff Releasors, and the Released Parties.

8.3. Defense as to Released Claims. The Parties agree that the releases set forth in Sections 8.1 and 8.2 will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims.

8.4. Effectuation of Settlement. None of the above releases includes any release of claims to enforce the terms of this Agreement or this settlement.

8.5. No Admission of Liability. This Agreement reflects, among other things, the compromise and settlement of disputed claims between the Parties, and neither this Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Agreement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, or defense, or of any point of fact or law on the part of any Party. Defendant expressly denies the Claims asserted in the Litigation. Neither this Agreement, nor the fact of settlement, nor the settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by any of the Released Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by any of the Released Parties in any proceeding.

## **IX. ADDITIONAL PROVISIONS**

9.1. Best Efforts. The Parties' counsel shall use their best efforts to cause the Court to grant Preliminary Approval of this Agreement and settlement as promptly as practicable, to take all steps contemplated by this Agreement to effectuate the settlement on the stated terms and conditions, and to obtain Final Approval of this Agreement and settlement.

9.2. Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Plaintiff's Counsel and Defendant's Counsel, without notice to Settlement Class Members.

9.3. Time for Compliance. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday or court holiday, that act may be performed on the

next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

9.4. Governing Law. This Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflicts of law principles.

9.5. Entire Agreement. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitute the complete and exclusive statement of its terms as between the Parties, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving the interpretation of this Agreement. Any amendment or modification of this Agreement must be in a writing signed by Plaintiff, Plaintiff's Counsel, and Defendant's Counsel.

9.6. Advice of Counsel. The terms of, and the drafting of, this Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. The presumption found in California Civil Code Section 1654 that uncertainties in a contract are interpreted against the party causing the uncertainty to exist is hereby waived by all Parties.

9.7. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, and assigns.

9.8. No Waiver. The waiver by any Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

9.9. Requirement of Execution. This Agreement shall be valid and binding as to the Settlement Class and Defendants upon (1) signature by Plaintiff and (2) signature by an authorized representative of Defendant.

9.10. Execution in Counterparts. This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts and/or by fax or electronic mail, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

9.11. Extensions of Time. The Parties reserve the right, by written agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

9.12. Media. Unless otherwise agreed to, by written modification of this Agreement signed by representatives of both Parties, no Party or counsel for a Party shall issue a press release or other proactive statement to news media regarding, or otherwise publicize, on social media, law firm website or marketing materials, or elsewhere, the Litigation, this Agreement, or the settlement; nor shall either Party or counsel for a Party respond to any press inquiry regarding the Litigation, this Agreement or the settlement.

9.13. Interpretation and Enforcement of This Agreement. The Court shall have, and after Final Approval shall retain, jurisdiction to enforce, interpret, and implement this Agreement.

9.14. Notices. All notices to the Parties or counsel required by this Agreement shall be made in writing and communicated by (i) mail and (ii) fax or email to the following addresses:

If to Plaintiff or Plaintiff's Counsel:

Todd M. Friedman  
Adrian R. Bacon  
Law Offices of Todd M. Friedman. P.C.  
21550 Oxnard Street  
Suite 780  
Woodland Hills, California 91367  
Telephone: (216) 220-6496  
Email: tfriedman@toddfllaw.com  
Email: abacon@toddfllaw.com

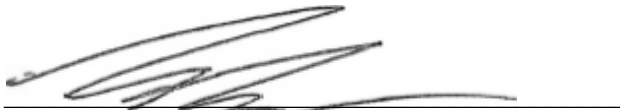
If to Defendant or Defendant's Counsel:

Rita M. Haeusler  
Robby S. Naoufal  
Hughes Hubbard & Reed LLP  
1999 Avenue of the Stars, 9th Floor  
Los Angeles, California 90067-4620  
Telephone: (213) 613-2800  
Fax: (213) 613-2950  
Email: rita.haeusler@hugheshubbard.com  
Email: robby.naoufal@hugheshubbard.com

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the first date it has been executed by all of the undersigned.

DATED: May 10, 2021

LAW OFFICES OF TODD M. FRIEDMAN. P.C




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Adrian R. Bacon, Esq.

DATED: May 10, 2021

THE SOLIMAN FIRM P.L.C.



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Steven S. Soliman, Esq.



DATED: May 7, 2021



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Kirilose Mangour

DATED: May \_\_, 2021

BUMBLE TRADING, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

DATED: May \_\_, 2021

\_\_\_\_\_  
Kirilose Mansour

DATED: May 10, 2021

BUMBLE TRADING, INC.

By: DocuSigned by:  
*Mariko O'Shea* \_\_\_\_\_  
AF797E27DDA74EC...

Name: Mariko

Its: Director