

UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS

If you or your child used the Musical.ly and/or TikTok software application when under the age of 13, You May Be Entitled to a Payment from a Class Action Settlement.

A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

- Plaintiffs filed a class action complaint alleging that Bytedance Technology Co., Ltd., Musical.ly, Inc., Musical.ly the Cayman Islands Corporation, and TikTok Inc., (collectively, the “Defendants”), violated federal and state laws by tracking, collecting, and disclosing the personally identifiable information and/or viewing data of children under the age of 13 - without parental consent - while they were using Defendants’ video social networking platform, i.e., software application (the “App.”). Defendants deny these allegations and other material allegations in the operative complaint.
- A Settlement¹ has been reached in this case and affects the following persons:

All persons residing in the United States who registered for or used the Musical.ly and/or TikTok software application prior to the Effective Date when under the age of 13 and their parents and/or legal guardians (the “Settlement Class”).

- The Settlement, if approved, would provide \$1,100,000 to pay the members of the Settlement Class who file valid claims, as well as to pay Plaintiffs’ attorneys’ fees, costs, a service award for the named plaintiffs, and the administrative costs of the settlement; it avoids the further cost and risk associated with continuing the lawsuits; it pays money to those persons whose rights Plaintiffs contend were violated; and it releases Defendants from further liability.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	If you are a member of the Settlement Class, you must submit a completed Claim Form to receive a payment. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class, you will receive your payment by electronic means. Deadline: April 16, 2020
EXCLUDE YOURSELF	You may request to be excluded from the Settlement and, if you do, you will receive no benefits from the Settlement. Deadline: March 17, 2020
OBJECT	Write to the Court if you do not like the Settlement. Deadline: March 17, 2020

¹ Capitalized terms herein have the same meanings as those defined in the Settlement Agreement, a copy of which may be found online at the Settlement Website below.

GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	You will not receive a payment if you fail to timely submit a completed Claim Form, and you will give up your right to bring your own lawsuit against Defendants about the Claims in this case.

- These rights and options - and the deadlines to exercise them - are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying Claim Forms. Please be patient.

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BASIC INFORMATION

1. Why is there a Notice?

A court authorized this Notice because you have a right to know about a proposed Settlement of the class action lawsuit known as *T.K., et al. v. Bytedance Technology Co., Ltd. et al.*, No. 1:19-cv-07915 (N.D. Ill.) (the “Action”) and about all of your options before the Court decides whether to give Final Approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The United States District Court for the Northern District of Illinois is overseeing this case. The persons who sued, Plaintiffs T.K. and A.S., minor children, by and through their respective mothers and legal guardians, Sherri LeShore, and Laura Lopez, are called the “Plaintiffs.” Bytedance Technology Co., Ltd., Musical.ly, Inc., Musical.ly the Cayman Islands Corporation, and TikTok Inc., are called the “Defendants.”

2. What is this litigation about?

The lawsuit alleges that Defendants violated federal and state laws by tracking, collecting, and disclosing the personally identifiable information and/or viewing data of children under the age of 13 without parental consent while they were using Defendants’ App.

Defendants deny every allegation of wrongdoing, liability, and damages that were or could have been asserted in the litigation and that the claims in the litigation would be appropriate for class treatment if the litigation were to proceed through trial.

The Plaintiffs’ Complaint, Settlement Agreement, and other case-related documents are posted on the Settlement Website, www.MusicallyClassActionSettlement.com. The Settlement resolves the lawsuit. The Court has not decided who is right.

3. Why is this a class action?

In a class action, the person called the “Class Representative” (in this case, Plaintiffs) sues on behalf of herself and other people with similar claims.

All the people who have claims similar to the Plaintiffs’ are Settlement Class Members, except for those who exclude themselves from the class.

4. Why is there a settlement?

The Court has not found in favor of either Plaintiffs or Defendants. Instead, both sides have agreed to a settlement. By agreeing to the Settlement, the parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Claimants will receive the benefits described in this Notice. Defendants deny all legal claims in this case. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT

5. Who is included in the Settlement?

The Settlement Class includes the following persons:

All persons residing in the United States who registered for or used the Musical.ly and/or TikTok software application prior to the Effective Date when under the age of 13 and their parents and/or legal guardians.

If you did not register for or use the App when under the age of 13 and are not the parent or legal guardian of a child who registered for or used the App when under the age of 13, you are not a part of the Settlement Class and may not submit a claim to receive benefits under the Settlement. Also excluded from the Settlement Class are: i) TikTok, its parent, subsidiaries, successors, affiliates, officers, and directors; (ii) the judge(s) to whom the Civil Actions are assigned and any member of the judges' or judges' immediate family; (iii) persons who have settled with and released TikTok from individual claims substantially similar to those alleged in the Civil Actions; and (iv) persons who submit a valid and timely Request for Exclusion.

6. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the Settlement Website at www.MusicallyClassActionSettlement.com or call the toll-free number, (833) 934-1184. You also may send questions to the Settlement Administrator at info@MusicallyClassActionSettlement.com.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

To fully settle and release claims of the Settlement Class Members, Defendants have agreed to make payments to the Settlement Class Members and pay for notice and administration costs of the Settlement, attorneys' fees and expenses incurred by counsel for the Settlement Class, and service awards for Plaintiffs (the "Settlement Fund"). Each Settlement Class member who timely files with the Settlement Administrator a valid Claim Form will receive a settlement payment of a pro rata share of the Settlement Fund.

8. How do I file a Claim?

If you qualify for a payment, you must complete and submit a valid Claim Form. You may download a Claim Form at the Settlement Website, www.MusicallyClassActionSettlement.com or request a Claim Form by calling the Settlement Administrator at the toll-free number below. To be valid, a Claim Form must be completed fully and accurately, signed under penalty of perjury, and timely submitted.

You may submit a Claim Form by U.S. mail or file a Claim Form online. If you send in a Claim Form by U.S. mail, it must be postmarked by **Thursday, April 16, 2020**. If you file a Claim Form online, then you must do so by **11:59 p.m. EST on Thursday, April 16, 2020**.

No matter which method you choose to file your Claim Form, please read the Claim Form carefully and provide all the information required. Only one Claim Form may be submitted per Settlement Class Member.

9. When will I receive my payment?

Payments to Settlement Class Members will be made only after the Court grants Final Approval to the Settlement and after any appeals are resolved (*see* “Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself—or it is sometimes referred to as “opting out” of the Settlement Class.

10. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a timely letter by mail to:

Settlement Administrator
c/o Musical.ly and/or TikTok Class Action
1650 Arch Street, Suite 2210
Philadelphia, Pennsylvania 19103

Your request to be excluded from the Settlement must be personally signed by you under penalty of perjury and contain a statement that indicates your desire to be excluded from the Settlement Class.

Your exclusion request must be postmarked no later than **Tuesday, March 17, 2020**. You cannot ask to be excluded on the phone, by email, or at the Settlement Website.

You may opt out of the Settlement Class only for yourself.

11. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue Defendants for the claims that the Settlement resolves. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

12. What am I giving up to stay in the Settlement Class?

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against Defendants about the issues in this case, including any existing litigation, arbitration, or proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court will bind you.

The Settlement Agreement is available at www.MusicallyClassActionSettlement.com. The Settlement Agreement provides more detail regarding the Releases and describes the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firms representing the Settlement Class listed in Question 14 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the Released Claims or what they mean.

13. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in the case?

The Court has appointed the following lawyers as “Class Counsel” to represent all members of the Settlement Class.

Gary E. Mason, Esq.
Whitfield Bryson & Mason LLP
5101 Wisconsin Ave., NW, Ste. 305
Washington, DC 20016

Gary M. Klinger Esq.
Kozonis & Klinger, Ltd.
227 W. Monroe Street, Suite 2100
Chicago, Illinois 60606

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

15. How will the lawyers be paid?

Class Counsel intends to request up to 33% of the Settlement Fund for attorneys’ fees and reimbursement of reasonable, actual out-of-pocket expenses incurred in the litigation. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request that a Service Award of \$2,500.00 each (\$5,000 total) be paid to the Class Representatives for their services as representatives on behalf of the Settlement Class.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. To object, you must by no later than **Tuesday, March 17, 2020**, send to the Settlement Administrator, Class Counsel, and Defendants’ counsel, and file with the Court, a written statement of the objection(s). The written statement of the objection(s) must include (i) a detailed statement of the Class Member’s objection(s), as well as the specific reasons, if any, for each objection, including any evidence and legal authority the Class Member wishes to bring to the Court’s attention and any evidence the Class Member wishes to introduce in support of his/her objection(s); (ii) the Class Member’s full name, address and telephone number; and (iii) information demonstrating that the Class Member is entitled to be included as a member of the Class.

17. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to the Settlement because it no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses (“Final Approval Hearing”).

18. When and where will the Court decide whether to approve the Settlement?

The Court has scheduled a Final Approval Hearing on **Wednesday, May 6, 2020 at 9:45 a.m.** at the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.MusicallyClassActionSettlement.com for updates. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider the requests by Class Counsel for attorneys’ fees and expenses and for a Service Award to the Class Representatives. If there are objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the Settlement. It is unknown how long these decisions will take.

19. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time and it complies with all the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

20. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class member and do nothing, meaning you do not file a timely Claim, you will not get benefits from the Settlement. Further, unless you exclude yourself, you will be bound by the judgment entered by the Court.

GETTING MORE INFORMATION

Questions? Call (833) 934-1184 or visit www.MusicallyClassActionSettlement.com

22. How do I get more information?

This Notice summarizes the proposed Settlement. You are urged to review more details in the Settlement Agreement. For a complete, definitive statement of the Settlement terms, refer to the Settlement Agreement at www.MusicallyClassActionSettlement.com. You also may write with questions to the Settlement Administrator at **Info@MusicallyClassActionSettlement.com** or call the toll-free number, (833) 934-1184