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## IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT DUPAGE COUNTY, ILLINOIS

BRIANNA BOONE, ASHLEY MCCLINTON, and K.F.C., a minor by and through her guardian, ERIN RENTFRO, on behalf of themselves and all others similarly situated,	)		, ,	ED* 022 02:42 PM Adams
Plaintiffs,	)	Case No. 2022LA000708	CLERK	OF THE
v.	)			INTY, ILLINOIS
SNAP INC.,	)			
Defendant.	)			

## PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, the Court having reviewed in detail and considered the Motion and Memorandum in support of the Motion, the Class Action Settlement Agreement between Brianna Boone, Ashley McClinton, and K.F.C., a minor by and through her guardian, Erin Rentfro (collectively, "Plaintiffs"), and Snap Inc. ("Snap" or "Defendant"), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises.

## IT IS HEREBY ORDERED AS FOLLOWS:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meaning assigned to them in the Settlement Agreement.

- 2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's length between the Parties, who were represented by experienced counsel.
- 3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under 735 ILCS 5/2-801 including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims have been preliminarily satisfied.
- 4. The Court hereby conditionally certifies, pursuant to 735 ILCS 5/2-801, and for the purposes of settlement only, the following Settlement Class:

## The Settlement Class:

All Illinois residents who used Lenses or Filters offered by Snap between November 17, 2015 and the present (the "Class Period").

The Settlement Class specifically excludes: (i) Defendant; (ii) members of the immediate families of any Defendant who is an individual; (iii) any person who was an officer or director of Snap during the Class Period; (iv) any firm or entity in which any Defendant has or had a controlling interest; (v) parents, affiliates, or subsidiaries of Snap; (vi) the legal representatives, agents, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such; (vii) the Court and staff (and the immediate family of) to whom this case is assigned; and (viii) any persons or entities who or which exclude themselves by submitting a timely and valid request for exclusion that is accepted by the Court.

 For settlement purposes only, Plaintiffs are designated and appointed as Settlement Class Representatives.

- 6. For settlement purposes only, the following counsel are designated and appointed as Class Counsel: Jonathan B. Cohen and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman, PLLC.
- 7. The Court recognizes that, pursuant to the Settlement Agreement, Defendant retains all rights to object to the propriety of class certification in the Litigation in all other contexts and for all other purposes should the Settlement not be finally approved. Therefore, as more fully set forth below, if the Settlement is not finally approved, and litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety. The Court further recognizes that, pursuant to the Settlement Agreement, if the Settlement is terminated then Plaintiffs will dismiss this action without prejudice and the Parties will resume the arbitration proceedings, not litigate in this Court.
- 8. The Court approves, in form and content, the forms of Notice attached to the Settlement Agreement as Exhibits B and D and finds that they meet the requirements of 735 ILCS 5/2-803 and satisfy due process.
- 9. The Court finds that the planned Notice set forth in the Settlement Agreement meets the requirements of 735 ILCS 5/2-803 and constitutes the best notice practicable under the circumstances, where Settlement Class Members are current and former subscribers of Defendant's mobile application, and satisfies fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways

that are appropriate to update those documents for purposes of accuracy or formatting for publication.

- 10. Angeion Group is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.
- 11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement.
- 12. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims and approval of Snap's inapplication notice to the extent set forth in the Settlement Agreement at Sections 5 and 8, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against any Released Party relating to the Released Claims released under the terms of the Settlement Agreement.
- 13. Any person falling within the definition of the Settlement Class may, upon a valid and timely request, exclude themselves or "opt out" from the Settlement Class. Any such person may do so if, on or before the Objection/Exclusion Deadline of 45 days after the Notice Date they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any Members of the Settlement Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

- 14. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.
- 15. Any person in the Settlement Class who elects to be excluded shall not: (a) be bound by any orders or the Final Approval Order; (b) be entitled to relief under the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to any aspect of the Settlement Agreement.
- 16. Defendant has the right to terminate the Settlement Agreement if the number of Members of the Settlement Class who have filed a valid request for exclusion exceeds the Termination Threshold.
- 17. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the Fee Award that Class Counsel intends to seek and the payment of the Service Awards to the Settlement Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth in Paragraph 18 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than 45 days after the Notice Date.
- 18. Any Settlement Class Member who intends to object to the Settlement Agreement must present the objection in writing on a timely basis, and which must be personally signed by the objector, and must include: (i) his/her full name, address, email address, and current telephone number; (ii) the case name and number of the Action; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a Member of the Settlement Class; (iv) all grounds for the objection, with factual and legal support for the stated objection, including

any supporting materials; (v) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection. Any Settlement Class Member who fails to timely file and serve a written objection in accordance with this Order shall be deemed to have waived, and shall be forever foreclosed from raising, any objection to the Settlement, to the fairness, reasonableness, or adequacy of the Settlement, to the payment of any Fee Award, to the payment of any Service Award, and to the Final Approval Order and the right to appeal the same.

19. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with the Settlement Agreement, may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement Agreement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement and/or Plaintiffs' Counsel's application for a Fee Award and/or the request for any Service Award to the Settlement Class Representatives are required to indicate in their written objection their intention to appear at the Final Approval Hearing on their own behalf or through counsel. For any Settlement Class Member who files a timely written objection and who indicates their intention to appear at the Final Approval Hearing

on their own behalf or through counsel, such Settlement Class Member must also include in their written objection the identity of any witnesses they may call to testify, and all exhibits they intend to introduce into evidence at the Final Approval Hearing, which shall be attached.

- 20. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.
- 21. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement Agreement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit with respect to the Released Claims against the Released Parties.
- 22. The Final Approval Hearing shall be held before the Court on November 17, 2022 at 9:00 a.m. in Courtroom 2016 of the Circuit Court of DuPage County, Illinois (or at such other time and location as the Court may without further notice direct) for the following purposes:
- (a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;
- (b) to determine whether the Settlement Agreement is fair, reasonable and adequate, and should be approved by the Court;

- (c) to determine whether the final order as provided under the Settlement
  Agreement should be entered including an order prohibiting Settlement Class Members from
  further pursuing claims released in the Settlement Agreement;
  - (d) to consider the application for a Fee Award to Class Counsel;
- (e) to consider the application for a Service Award to the Settlement Class Representatives;
- (f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and
  - (g) to rule upon such other matters as the Court may deem appropriate.
- 23. Class Counsel shall file papers in support of their Fee Award and Class Representatives' Service Awards (collectively, the "Fee Petition") with the Court on or before September 22, 2022.
- 24. Papers in support of final approval of the Settlement Agreement and any supplementation to the Fee Petition shall be filed with the Court on or before November 3, 2022.
- 25. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a final order approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.
- 26. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

- 27. The Court will have continuing jurisdiction over the Action for the purpose of implementing the Settlement until the Action and all related matters are fully resolved, and for enforcement of the Settlement, the Settlement Agreement and Final Order thereafter.
- 28. All discovery and other proceedings in the Litigation as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.
- 29. The Parties to the Settlement Agreement are directed to carry out their obligations under the terms thereof.
- 30. In accordance with the provisions of the Settlement Agreement specifying the procedures for settlement administration and payment to Settlement Class Members, the Court enumerates below the following deadlines:

Event	Date
Notice Date	August 22, 2022
Fee Award Petition	September 22, 2022
Objection/Exclusion Deadline	October 6, 2022
Final Approval Motion	November 3, 2022
Final Approval Hearing	November 17, 2022 A 9AM

Approved and so ordered.