

# EXHIBIT 1

**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,

Plaintiffs,

v.

SNAP INC.,

Defendant.

Case No. 2022LA000708

Honorable Neal W. Cerne

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**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

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This Settlement and Release Agreement (“Settlement Agreement” or “Settlement”) is entered into by and among Brianna Boone, Ashley McClinton, and K.F.C., a minor, by and through her guardian, Erin Rentfro (collectively, “Plaintiffs”), both individually and on behalf of the Settlement Class, and Snap Inc. (“Snap” or “Defendant”) (collectively with Plaintiffs, the “Parties”), in the case *Boone, et al. v. Snap Inc.*, Case No. 2022LA000708, currently pending in the Circuit Court of DuPage County, Illinois.

**1. FACTUAL BACKGROUND AND RECITALS**

1.1 On November 17, 2020, K.F.C., a minor by and through her guardian Erin Clark, through Class Counsel filed a putative class action complaint in Illinois state court seeking damages and injunctive relief against Defendant for alleged violations of Illinois’ Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”), based on Defendant allegedly possessing, collecting, and disclosing biometric identifiers and/or biometric information (collectively, “biometric data”) through the use of Defendant’s Snapchat application’s “Lenses” and “Filters” features without complying with BIPA’s requirements.

1.2 On January 6, 2021, Defendant removed the matter to federal court.

1.3 On February 12, 2021, Defendant filed a motion to compel arbitration seeking to enforce an arbitration provision in its Terms of Service.

1.4 On June 10, 2021, the court granted Defendant’s motion to compel arbitration and dismissed the case.

1.5 On January 6, 2022, Class Counsel, representing individual claimants, began filing a series of individual arbitrations before ADR Services, Inc. (the “Arbitrations”) seeking damages

and injunctive relief against Defendant for alleged violations of BIPA, based on Defendant allegedly possessing, collecting, and disclosing biometric data through the use of Defendant's Snapchat application's "Lenses" and "Filters" features without complying with BIPA's requirements.

1.6 In January through June 2022, substantial discovery and other work was completed in the Arbitrations, including: researching, striking, and ranking individual arbitrators; holding initial case management conferences; setting arbitration hearing dates and pre-hearing deadlines; executing protective orders; serving and responding to interrogatories, requests for admission, and document requests; exchanging independent source code review expert witness information; and review by claimants' independent source code review expert witness of Snapchat source code.

1.7 On June 29, 2022 and in the days thereafter, with the assistance of Hon. Carl J. West (Ret.), the Parties engaged in a full-day arm's-length mediation and subsequent discussions and reached a tentative agreement to a class settlement subject to negotiation and execution of this Settlement Agreement and Court approval, and hereby wish to resolve on a classwide basis all matters pertaining to, arising from, or associated with the instant litigation pending before this Court (the "Action"), including all claims alleged in the Arbitrations and all other BIPA claims Plaintiffs and the Settlement Class Members have or may have had against Defendant and any Released Parties, as that term is defined herein (collectively, the "Litigation").

1.8 The Parties have agreed to settle the Litigation according to the terms and conditions set forth herein with the understanding that the outcome of any litigation is uncertain and that achieving a final result through litigation would require substantial additional time, expense, and risk.

1.9 Snap and Snapchat users, including Settlement Class Members, agreed to arbitrate any claims between them as set forth in Snap's Terms of Service. Snap consents to proceed in this Court solely for the purposes of settlement. In the event that the Settlement Agreement is not approved or does not become final, or is terminated consistent with the provisions herein, the Litigation will return to the *status quo ante* as if no Settlement Agreement had been negotiated or entered into and all claims will proceed in arbitration, not court.

1.10 Defendant denies all wrongdoing or liability of any kind whatsoever asserted by Plaintiffs or Settlement Class Members in the Litigation. Despite Defendant's belief that it is not liable for the allegations in the Litigation and despite Defendant's viable defenses to those allegations, Defendant desires to settle the Litigation, and thus avoid the expense and burden of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

1.11 Following the Parties' litigation, discovery, and arm's-length negotiations with the assistance of an experienced, retired Judge, the Parties now seek to enter into this Settlement Agreement. Plaintiffs and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth

below is fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Settlement Class, recognizing: (1) the existence of complex and contested issues of law and fact, and genuine issues of fact based on the Parties' respective experts' review of Snapchat's source code; (2) the existence of an arbitration agreement between Snap and its users, the enforcement of which has been upheld by state and federal courts; (3) the risks inherent in litigation; (4) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; and (5) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever.

1.12 Considering the cost, risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.

1.13 In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasing Parties release the Released Parties of the Released Claims, without costs as to the Released Parties, Plaintiffs, Class Counsel, or the Settlement Class, except as explicitly provided for in this Settlement Agreement, subject to the approval of the Court, on the following terms and conditions.

## **2. DEFINITIONS**

In addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

2.1 "Approved Claim" means a Claim Form submitted by a Settlement Class Member that is timely and submitted in accordance with the directions on the Claim Form and the terms of this Settlement Agreement or is otherwise accepted by the Parties and/or the Court and satisfies the conditions of eligibility for a Settlement Payment as set forth in this Settlement Agreement. The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a Class Member is an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Settlement Agreement, or (b) provide full and complete information as requested on the Claim Form. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form. Class Counsel and Defendant's Counsel shall both have the right to challenge the acceptance or rejection of a Claim Form submitted by a Class Member by the Settlement Administrator. The Settlement Administrator shall follow any joint decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. Where Class Counsel and Defendant's Counsel disagree as to the validity of a submitted Claim Form, the Settlement Administrator will resolve the dispute and the Claim Form will be treated in the manner designated by the Settlement Administrator.

2.2 “Claims Deadline” means the date by which all Claim Forms must be postmarked or submitted electronically to be considered timely and shall be set as a date no later than seventy-five (75) calendar days following the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

2.3 “Claim Form” means the document substantially in the form attached hereto as **Exhibit A**, as approved by the Court. Settlement Class Members who wish to file a claim for a Settlement Payment must submit a Claim Form which will be available in paper and electronic formats, including the ability to click on a link directly within the notice provided in the Snapchat application and be taken to the Settlement Website. The Claim Form will require a claiming Settlement Class Member to provide the following information: (i) full legal name; (ii) Snapchat username; (iii) personal attestation that they have lived in the state of Illinois for at least 183 days (6 months) during the Class Period; and during the time they lived in Illinois, used Snapchat’s Lenses or Filters; and (iv) one Illinois address at which they resided during the Class Period. The electronic Claim Form will provide Settlement Class Members with the option of having their Settlement Payment transmitted to them electronically, through Automated Clearing House (“ACH”) direct deposit or other reliable means.

2.4 “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member” means each member of the settlement class, as defined in Section 3 of this Settlement Agreement, who does not timely elect to be excluded from the Settlement Class and includes Plaintiffs.

2.5 “Class Counsel” means the law firm of Milberg Coleman Bryson Phillips Grossman PLLC.

2.6 “Complaint” means the document titled Class Action Complaint filed on August 4, 2022, in the Action. (Dkt. No. 1.)

2.7 “Counsel” or “Counsel for the Parties” means both Class Counsel and Defendant’s Counsel, collectively.

2.8 “Court” means the Honorable Judge of the Circuit Court of DuPage County, Illinois, and their successors, if any, or any other judge who shall have jurisdiction over the Action.

2.9 “Defendant” or “Snap” means Snap Inc.

2.10 “Defendant’s Counsel” means the law firm of Morgan, Lewis & Bockius LLP.

2.11 “Effective Date” means the date when the Settlement Agreement becomes Final.

2.12 “Fee Petition” means the motion to be filed by Class Counsel, in which they will seek approval of an award of attorneys’ fees and costs, as well as Service Awards for the Class Representatives.

2.13 “Fee Award” means the amount of attorneys’ fees and reimbursement of costs awarded by the Court to Class Counsel.

2.14 “Final” means one business day after the latest of the following events: (i) if there are no objectors, the date of entry of the Final Approval Order; (ii) if there are one or more objectors, the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (iii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to any Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iv) the date of final dismissal of any appeal or the final dismissal of any proceeding on appeal with respect to the Final Approval Order.

2.15 “Final Approval Hearing” means the hearing before the Court where Plaintiffs will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving Service Awards to the Class Representatives.

2.16 “Final Approval Order” means the final approval order to be entered by the Court approving the settlement of the Litigation in accordance with this Settlement Agreement after the Final Approval Hearing and dismissing the Action with prejudice.

2.17 “Notice” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibit B**, consistent with the requirements of due process.

2.18 “Notice Date” means the date by which to initiate the Notice campaign to the Settlement Class, which shall be a date no later than fourteen (14) days after entry of the Preliminary Approval Order.

2.19 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement must be postmarked and/or filed with the Court and submitted to Class Counsel, and the date by which a request for exclusion submitted by a person within the Settlement Class must be postmarked, and which shall be designated as a date forty-five (45) days after the Notice Date.

2.20 “Parties” means Plaintiffs and Defendant, collectively.

2.21 “Plaintiffs” or “Class Representatives” means Brianna Boone, Ashley McClinton, and K.F.C., a minor, by and through her guardian, Erin Rentfro.

2.22 “Preliminary Approval Order” means the Court’s order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, appointing the Plaintiffs as Class Representatives, appointing Plaintiffs’ Counsel as Class Counsel, approving the form and manner of issuing the Notice, and entering the order substantially in the form set forth in this Settlement Agreement and in **Exhibit C** attached hereto.

2.23 “Released Claims” means any and all claims and causes of action of every nature and description, whether known or unknown (including “Unknown Claims” as defined below), contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that the Plaintiffs or any other Member of the Settlement Class: (a) asserted in the Litigation; or (b) could have asserted in the Litigation or any forum that arise out of, are based upon, or relate to Snap’s alleged collection of biometric information or identifiers. The Release shall not include claims to enforce the Settlement Agreement.

2.24 “Released Parties” means Snap and each of its respective present and former divisions, members, managers, subsidiaries, parents, predecessors, and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under, or in concert with any of them.

2.25 “Releasing Parties” means Plaintiffs and the Settlement Class Members and their respective present or past heirs, executors, estates, administrators, trustees, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

2.26 “Service Award” shall have the meaning ascribed to it as set forth in Section 14 of this Settlement Agreement.

2.27 “Settlement Administration Expenses” means the expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from Settlement Class Members, providing Settlement Payments, related services, and the costs of the Escrow Account. The Settlement Administrator anticipates the total cost of settlement administration to be approximately \$479,558.00 (“Estimated Settlement Administration Expenses”), which will be set aside from the Settlement Fund.

2.28 “Settlement Administrator” means, subject to Court approval, Angeion Group, the entity mutually selected and supervised by the Parties to administer the Settlement.

2.29 “Settlement Fund” means or refers to the gross, non-reversionary settlement fund to be established by Defendant in the total amount of \$35,000,000.00 (Thirty-Five Million Dollars). This is the maximum amount of Snap’s payment. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account.

2.30 “Settlement Payment” means the payments to be made in response to Approved Claims.

2.31 “Unknown Claims” means claims that could have been raised in the Litigation and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or her might affect his or her agreement to release the Released Parties or the Released Claims or

might affect his or her decision to agree, object or not object to the Settlement, or seek exclusion from the Settlement Class. Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING 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.

Upon the Effective Date, the Releasing Parties also shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or equivalent to Section 1542 of the California Civil Code. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention to finally and forever settle and release the Released Claims, notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

### **3. SETTLEMENT CLASS CERTIFICATION**

3.1 For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Settlement Class shall be certified in accordance with the definition contained in Paragraph 3.3 below; (2) Plaintiffs shall represent the Settlement Class for settlement purposes and shall be the Class Representatives; and (3) Plaintiffs' Counsel shall be appointed as Class Counsel.

3.2 Defendant does not consent to certification of the Settlement Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Settlement Class will be vacated and the Parties will be returned to their positions with respect to the Litigation as if the Settlement Agreement had not been entered into.

3.3 Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:

All Illinois residents who used Lenses or Filters offered by Snap between November 17, 2015 and the present (the "Class Period"). Excluded from the Settlement Class are: (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 individually submitting a timely and valid request for exclusion according to the opt-out requirements in the Class Notice and that is accepted by the Court.

3.4 If for any reason the Settlement is not approved, the Court does not enter a Preliminary Approval Order and/or a Final Approval Order, or final settlement and resolution of the Litigation as provided for in this Settlement Agreement is not reached, Defendant's consent to proceeding in court for the limited purpose of approval of the Settlement and agreement to the certification of the Settlement Class shall not be used or cited for any purpose in the Action, including but not limited to any request for class certification in the Action or any other proceeding. Should this Settlement fail to be finalized in a Final Approval Order for any reason, the Parties will return to their pre-settlement litigation positions, and all claims will proceed in arbitration, not court.

#### **4. SETTLEMENT FUND**

##### **4.1 Establishment of Settlement Fund:**

Defendant will establish or cause to be established with the Settlement Administrator a non-reversionary Settlement Fund in the amount of \$35,000,000.00 (Thirty-Five Million Dollars), within thirty (30) business days of the last of the following to occur: (1) the Settlement becoming Final; and (2) receipt by Snap's counsel of complete payment instructions, including a completed W-9 form. This is the maximum amount of Snap's payment and includes all Settlement Payments to Settlement Class Members, the Service Awards to the Class Representatives, the Fee Award, payment of Settlement Administrative Expenses, any federal, state, and/or local taxes of any kind (including any interest or penalties thereon) and any and all other fees, costs or expenses.

(a) Upon the Court's entry of the Preliminary Approval Order, Snap will pre-fund the Settlement Administration Expenses.

(b) The Settlement Fund is intended by the Parties to be treated at all times as a Qualified Settlement Fund pursuant to Section 1.468B-1, *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the request of Snap, a "relation back election" as described in the Treasury Regulations Section 1.468B-1(j) shall be made so as to enable the Settlement Fund to be treated as a Qualified Settlement Fund from the earliest date possible, and the Parties hereto shall take all actions as may be necessary or appropriate to this end.

(c) The Settlement Fund shall be deposited in an interest-bearing account. The Settlement Fund includes all interest that shall accrue on the sums deposited in the Escrow Account.

(d) If the Settlement Agreement is not finally approved, the Settlement Fund and any interest earned thereon belongs to Defendant less any Settlement Administrative Expenses paid to date.

(e) The amount of any uncashed checks after the expiration date, less any funds necessary for settlement administration, will be distributed to Center for Disability & Elder Law (“CDEL”), a *cy pres* recipient, if approved by the Court.<sup>1</sup> No portion of the \$35,000,000.00 Settlement Fund shall revert to or remain with Defendant, its insurance carriers, or any other person or entity who or which funded the Settlement Fund following Final Approval.

(f) The Settlement Fund represents the total extent of Defendant’s monetary obligations under the Settlement Agreement and the contributions to the Settlement Fund shall be fixed under this Settlement Agreement and final. Defendant shall have no obligation to make further payments to the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.

(g) The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including, but not limited to, the scope of the Release, the scope of the Settlement Class, and the terms and amount of the Settlement Fund.

4.2 The Settlement Fund shall be allocated on a *pro rata* basis to each Settlement Class Member who submits an Approved Claim, including the Class Representatives, less Settlement Administrative Expenses paid to the Settlement Administrator, a Fee Award to Class Counsel, and Service Awards to the Class Representatives.

4.3 The Settlement Administrator shall be responsible for making all reporting and filings with respect to amounts payable to Settlement Class Members required pursuant to any federal, state, or local tax law or regulation hereunder. The Settlement Administrator shall also be responsible for filing and sending Form 1099 to any applicable recipient of money from the Settlement Fund.

4.4 Plaintiffs and all other Settlement Class Members will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to any payment received pursuant to the Settlement. No opinion or advice concerning the tax consequences of the Settlement to Plaintiffs or any other Settlement Class Member is being given or will be given by the Parties or Counsel. Each Settlement Class Member’s tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each Settlement Class Member.

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<sup>1</sup> The CDEL is among the Chicago Bar Foundation (“CBF”)-supported pro bono and legal aid organizations identified as carefully vetted by the CBF through a comprehensive grant review process and considered as qualifying for class action residual funds pursuant to 735 ICLS 5/2-807. See <https://chicagobarfoundation.org/pdf/support/cy-pres/state-fact-sheet.pdf>.

#### 4.5 Procedure for Approving Settlement

(a) Within seven days after execution of this Settlement Agreement, Plaintiffs will file an unopposed motion for an order conditionally certifying the Settlement Class, granting preliminary approval of the Settlement, appointing Plaintiffs as Class Representatives, appointing Plaintiffs' Counsel as Class Counsel, setting a date for the Final Approval Hearing, and approving the form and method of issuing the Settlement Notice (the "Unopposed Motion for Preliminary Approval").

(b) At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Settlement Class and preliminary approval of the Settlement; appointing the Class Representatives and Class Counsel; approving the Settlement Notice to the Settlement Class; and setting the Final Approval Hearing.

(c) For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Settlement Class shall be conditionally certified in accordance with the definition and on the terms contained above, that Plaintiffs shall be conditionally appointed Class Representatives, and that Plaintiffs' Counsel shall be conditionally appointed as Class Counsel. Should the Court decline to preliminarily approve any material aspect of the Settlement Agreement, the Settlement Agreement will be null and void, and the Parties will have no further obligations under the Settlement Agreement, and the Parties will revert to their prior positions in the Litigation as if the Settlement had not occurred.

### 5. **RELEASE**

#### 5.1 **Class Representatives' General Release of Claims and Settlement Class Members' Release of Claims**

(a) In consideration of the settlement relief described herein, the Releasing Parties, and each of them, shall have, fully, finally, and forever, released, relinquished and discharged the Released Parties from any and all claims including all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations of any kind whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, including but not limited to, BIPA, or other federal, state, local, statutory or common law or any other law, including the law of any jurisdiction outside the United States, against the Released Parties from the beginning of the world to the date this Settlement Agreement is executed, including, but not limited to, all claims which were made or which could have been made by the Class Representatives in this Action. The Release shall not include claims to enforce the Settlement.

(b) Releasing Parties acknowledge they may have claims that are presently Unknown Claims based on actions that took place prior to the date they execute this Settlement Agreement and that the release of Plaintiffs' Released Claims contained in this Settlement Agreement is intended to and will fully, finally, and forever discharge all claims against Defendant and the other Released Parties, whether now asserted or not asserted, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, which if known, might have affected her decision to enter this release. Releasing Parties agree that, although they may discover facts in addition to or different from those that are currently known or believed to be true with respect to Plaintiffs' Released Claims, it is their intention to fully, finally, and forever settle and release any and all Plaintiffs' Released Claims, without regard to the subsequent discovery or existence of such additional or different facts.

5.2 Release for Settlement Class Members. Upon the Effective Date, and in consideration of the settlement relief described herein, the Releasing Parties, and each of them shall be deemed to have released and by operation of the final judgment shall have fully, finally, and forever, released, relinquished and discharged the Released Parties from all actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra-contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys' fees and/or obligations, whether in law or in equity, accrued or unaccrued, direct, individual or representative, relating to the Released Claims, as defined in paragraph 2.24 above.

5.3 In addition to the effect of any final judgment entered in accordance with this Settlement Agreement, upon final approval of this Settlement Agreement, and for other valuable consideration as described herein, the Released Parties shall be fully, finally, and completely released, acquitted, and forever discharged from any and all Released Claims.

5.4 As of the Effective Date, and with the approval of the Court, all Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel all Released Claims against the Released Parties. As of the Effective Date, all Releasing Parties will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any and/or all Released Claims.

5.5 Each Releasing Party waives any and all defenses, rights, entitlements, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Settlement Agreement.

5.6 The Released Parties do not admit any liability or wrongdoing. The Settlement Agreement may not be construed in whole or in part as an admission of fault, liability, or wrongdoing by the Released Parties. The Released Parties agree to this settlement to avoid the burden and expense of litigation without in any way acknowledging any fault, liability, or wrongdoing of any kind.

## **6. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER**

6.1 This Settlement shall be subject to approval of the Court. As set forth in Section 13, Defendant shall have the right to withdraw from the Settlement if the Court does not approve the material aspects of the Settlement Agreement.

6.2 Plaintiffs, through Class Counsel, shall submit this Settlement Agreement, together with its Exhibits, to the Court and shall move the Court for preliminary approval of the settlement set forth in this Settlement Agreement, certification of the Settlement Class, appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of **Exhibit C**, which order shall seek a Final Approval Hearing date and approve the Notices and Claim Form for dissemination in accordance with the applicable notice provisions of this Settlement Agreement.

6.3 The Unopposed Motion for Preliminary Approval will be supported by, among other things, an affidavit by Plaintiffs' independent source code review expert, addressing their review of the Snapchat source code.

6.4 At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order and approve the Settlement of the Litigation as set forth herein.

6.5 At least ten (10) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs will move for: (i) final approval of the Settlement; (ii) final appointment of the Class Representatives and Class Counsel; and (iii) final certification of the Settlement Class, including for the entry of a Final Approval Order and final judgment, and file a memorandum in support of the motion for final approval.

## **7. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS**

### **7.1 Class List**

(a) Defendant shall create a class list, in electronic form, based on readily available information already within its possession of persons who, based on Snapchat usage, appear to be residents of Illinois ("Class List"). Defendant shall provide the Class List only to the Settlement Administrator within seven (7) days after entry of the Preliminary Approval Order and will confirm provision of the same to Class Counsel.

(b) The Class List shall include the usernames and, to the extent available, email addresses for each Settlement Class Member.

### **7.2 Notice to the Class**

(a) The Notice, which shall be substantially in the form of **Exhibit B** attached hereto, shall be used for the purpose of informing proposed Settlement Class Members, prior to the Final Approval Hearing, that there is a pending settlement, and to further inform Settlement Class Members how they may: (a) protect their rights regarding the Settlement; (b) request exclusion from the Settlement Class and the proposed Settlement, if desired;

(c) object to any aspect of the proposed Settlement, if desired; and (d) attend the Final Approval Hearing at their own expense, if desired. The Notice shall make clear the binding effect of the Settlement on all persons who do not timely request exclusion from the Settlement Class.

(b) The Notice shall be disseminated in the same manner as was approved by the Court after class certification:

(i) Settlement Website. Expeditiously after entry of the Preliminary Approval Order and the notice program, the Notice shall be provided on a website, which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms online (the “Settlement Website”). The Notice provided on the Settlement Website will be substantially in the form attached hereto as **Exhibit C**. The content of the Settlement Website and any materials posted on the Settlement Website shall be subject to approval of Class Counsel and Defendant’s Counsel.

(ii) Notice via email and social media. The Settlement Administrator will also be responsible for dissemination of the Notice via email (to the extent email addresses are available) substantially in the form attached hereto as **Exhibit D**, and social media substantially in the form attached hereto as **Exhibit E**.

(iii) Notice via Snapchat application. Defendant shall, at its own cost, make Notice available via the Snapchat application substantially in the form attached as **Exhibit F**.

### **7.3 Allocation**

(a) Settlement Class Members shall have until the Claims Deadline to submit a Claim Form. Each Settlement Class Member with an Approved Claim shall be entitled to a Settlement Payment.

(b) Within sixty (60) calendar days after the Effective Date, or such other date as the Court may set, the Settlement Administrator shall send Settlement Payments from the Settlement Fund by check or electronic deposit, as elected by the Settlement Class Member with an Approved Claim.

(c) Within fourteen (14) days after the Effective Date, the Settlement Administrator shall send the Named Plaintiffs a Service Award by sending a check or paying by electronic deposit the amount of Two Thousand Dollars (\$2,000.00). The Settlement Administrator shall issue a Form 1099 for payments made to Plaintiffs under this Section 7.3.

(d) The Settlement Administrator shall notify the Parties that all payments have been issued within five (5) business days of the last such payment.

(e) In the event that an electronic deposit to a Settlement Class Member is unable to be processed, the Settlement Administrator shall attempt to contact the Settlement Class Member within thirty (30) calendar days to correct the problem.

(f) To the extent that a check issued to a Settlement Class Member is not cashed within one hundred twenty (120) calendar days after the date of issuance or an electronic deposit is unable to be processed within one hundred twenty (120) calendar days of the first attempt, such funds shall revert to the *cy pres* recipient, as approved by the Court.

(g) The Settlement Administrator will provide Counsel for the Parties with weekly reports regarding the status of administration of this Settlement Agreement, including, without limitation, the portion of the Settlement Fund that has not been cashed within ninety (90) calendar days following the date such check was originally issued.

## **8. PROSPECTIVE RELIEF**

8.1 Snap will implement an in-application notice to Illinois users that informs users that, when using the application, the camera may use information about users, face, hands, and/or voice to make features such as Lenses and voice commands work. The notice must link to a portion of Snap's website that discloses information on how the application and camera utilize users' information. The notice must require that users consent to continue using the application. Snap's implementation of the notice substantially in the form attached as **Exhibit G** shall be deemed sufficient disclosure and consent pursuant to BIPA. Should BIPA be amended in any fashion, Snap will ensure compliance with any applicable amendments. Settlement Class Members agree that, on a going forward basis, this in-application notice attached as **Exhibit G** shall be sufficient to comply with BIPA's requirements.

## **9. EXCLUSIONS**

### **9.1 Exclusion Period**

Settlement Class Members will have up to the Objection/Exclusion Deadline, or forty-five (45) days from issuance of the Settlement Notice, to exclude themselves from the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not opted out by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasing Party as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for any and all Released Claims.

### **9.2 Exclusion Process**

(a) A Member of the Settlement Class may request to be excluded from the Settlement Class in writing by an individual letter postmarked on or before the Objection/Exclusion Deadline.

(b) In order to exercise the right to be excluded, a Member of the Settlement Class must timely send an individual, written letter requesting exclusion from Settlement

of the Action to the Settlement Administrator and Class Counsel providing: (i) their full legal name; (ii) Snapchat username; (iii) email address; (iv) a personal attestation that they have lived in the state of Illinois for at least 183 days (6 months) during the Class Period, and during the time they lived in Illinois, used Snapchat's Lenses or Filters; and (v) at least one Illinois address at which they resided during the Class Period. A request to be excluded that is not sent individually to the required recipients designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a Member of the Settlement Class and shall be bound as a Settlement Class Member by the Settlement Agreement, if approved. The letter must clearly manifest the Settlement Class Member's personal intent to opt out of the Settlement Class.

(c) Any Member of the Settlement Class who elects to be excluded shall not: (i) be bound by the Settlement or any order or judgment of the Action; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement. A Member of the Settlement Class who requests to be excluded from the Settlement Class also cannot object to the Settlement Agreement.

(d) The letter requesting exclusion must be hand signed by the person requesting exclusion (not a legal representative) and individually mailed to the required recipients. So-called "mass" or "class" or other multi-person exclusion requests signed or sent in bulk shall not be allowed.

9.3 Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel a written list reflecting all timely and valid exclusions from the Settlement Class. Periodic reports shall be provided by the Settlement Administrator if requested by either Class Counsel or Defendant's Counsel regarding the status of submitted claims and opt-outs.

## **10. OBJECTIONS**

10.1 The Notice shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement and its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (i) file copies of such papers he/she proposes to submit at the Final Approval Hearing with the Clerk of the Court; and (ii) send copies of such papers via United States mail, hand delivery, or overnight delivery to Class Counsel and Defendant's Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections.

10.2 Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) his/her full name, address, email address, and current telephone number; (ii) the case name and number of the Action; (iii) information required in Section 2.3



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 at his/her own expense, 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.

10.3 Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Settlement Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or its terms by appeal or other means.

10.4 Settlement Class Members cannot both object to and exclude themselves from this Settlement Agreement. Objections will not be considered by any person who excludes themselves from this Settlement Agreement.

## **11. FINAL APPROVAL HEARING**

The Parties will jointly request that the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS 5/2 for settlement and, if so, (i) consider any properly-filed objections; (ii) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith; and (iii) enter the Final Approval Order, including final approval of the Settlement Agreement, and a Fee Award.

## **12. FINAL APPROVAL ORDER**

12.1 The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiver of any rights of appeal.

12.2 The Parties shall jointly submit to the Court a proposed Final Approval Order that, without limitation:

- (a) Approves finally this Settlement Agreement and its terms as fair, reasonable and adequate as to, and in the best interest of, the Settlement Class Members; makes a finding that the Settlement Agreement was entered into in good faith, and direct the Parties

and their counsel to implement and consummate the Settlement according to its terms and conditions;

(b) Dismisses, with prejudice, all claims of the Settlement Class against Defendant in the Litigation, without costs and fees except as explicitly provided for in this Settlement Agreement; and

(c) Reserves continuing and exclusive jurisdiction over the Settlement and this Agreement, including, but not limited to, the Action, the Settlement Class, the Settlement Class Members, Defendant, and the Settlement for the purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement and the Settlement Fund.

12.3 Class Counsel shall use their best efforts to assist Defendant in obtaining dismissal with prejudice of the Litigation and take all steps necessary and appropriate to otherwise effectuate all aspects of this Settlement Agreement.

### **13. TERMINATION OF THE SETTLEMENT**

13.1 The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All Exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, either Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of any of the following events:

(a) This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing;

(b) The Court refuses to grant the Preliminary Approval Order for this Settlement Agreement in any material respect;

(c) The Court refuses to grant final approval of this Settlement Agreement in any material respect;

(d) The Court refuses to enter a final judgment in this Action in any material respect; or

(e) The Court's order granting preliminary or final approval is substantially modified or reversed.

13.2 Notwithstanding anything else contained in this Settlement Agreement, if more than a certain number to be kept confidential and filed under seal ("Termination Threshold") of the prospective Settlement Class Members request exclusion, then Defendant may, in its sole discretion, elect to terminate this Settlement Agreement. Prior to termination of the Agreement and within five (5) business days from the day it determines that the number of Members of the Settlement Class who have requested exclusion exceeds the Termination Threshold, and in any

event, at least fifteen (15) days prior to the Final Approval Hearing, Defendant will notify Class Counsel, in writing, that it has received the Termination Threshold number of Requests for Exclusion. Class Counsel will then have ten (10) days to attempt to cause retraction of any election of exclusion by Settlement Class Members or any group thereof. To retract a prior Request for Exclusion, the Settlement Class Member must provide to the Parties, at least three days prior to the Final Approval Hearing, or any adjournment thereof, a written notice stating his or her desire to retract the Request for Exclusion from the Settlement Class. If Class Counsel cannot cause sufficient retractions three days prior to the Final Approval Hearing, Defendant may in its sole discretion terminate this Settlement Agreement. In that event, (a) this Settlement Agreement shall terminate and become null and void, the Preliminary Approval Order and all of its provisions shall be vacated by its own terms, and the Action shall revert to the status that existed prior to the execution date of this Settlement Agreement, including no certification of a class; and (b) no term of this Settlement Agreement or any draft thereof, or of the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Action, or in any other proceeding. Any dispute among the Parties concerning the interpretation or application of this Termination Threshold provision may be presented to the Court for resolution upon the application of any Party hereto. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with the provisions herein, the Litigation will return to the *status quo ante* as if no Settlement Agreement had been negotiated or entered into and all claims will proceed in arbitration, not court.

13.3 In the event that the Settlement is terminated, Plaintiffs will voluntarily dismiss the Action, without prejudice, within three (3) business days.

#### **14. ATTORNEYS' FEES, COSTS AND EXPENSES AND SERVICE AWARDS**

14.1 Class Counsel's attorneys' fees were negotiated separate and apart from Plaintiffs and Settlement Class Members' BIPA claims and only after all substantive terms of the benefits and relief to the Settlement Class were negotiated.

14.2 At least ten (10) days prior to the Final Approval Hearing, Class Counsel will file, and Defendant will not oppose, a Fee Petition that seeks a Fee Award not to exceed 35% of the Settlement Fund, or \$12,250,000.00, as payment for attorneys' fees, as well as reimbursement of out-of-pocket costs in the amount of \$73,723.09.

14.3 Payment of the Fee Award shall be made from the Settlement Fund and should the Court award less than the amount sought by Class Counsel, the difference in the amount sought and the amount ultimately awarded pursuant to this Section shall remain in the Settlement Fund and be distributed to Settlement Class Members as part of their Approved Claims.

14.4 Notwithstanding any contrary provision of this Settlement Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Settlement Agreement or be deemed material thereto. If the Fee Award is lowered or the Settlement is

disapproved by a final non-appealable order any funds paid to Plaintiffs' counsel for attorneys' fees and expenses will be refunded to the Escrow Account, plus accrued interest at the same rate as earned by the Escrow Account. The Settlement is not conditioned upon any Fee Award to Plaintiffs' counsel, and any objection to or appeal from such a Fee Award will not affect the finality of the Settlement or the judgment of dismissal.

14.5 Prior to or at the same time as Plaintiffs seeks final approval of the Settlement Agreement, Class Counsel shall move the Court for Service Awards for the Class Representatives in an amount not to exceed \$2,000.00 (Two Thousand Dollars) each, and Defendant agrees that it will not oppose such a request. The Service Awards shall be paid solely from the Settlement Fund by the Settlement Administrator.

14.6 Class Counsel shall provide the Settlement Administrator with its completed W-9 form before the payment of the Fee Award is due. Within seven (7) days of the Effective Date, the Settlement Administrator shall pay to Class Counsel from the Settlement Fund the amount awarded by the Court in the Fee Award. The Fee Award shall be paid solely from the Settlement Fund via electronic wire transfer to an account designated by Class Counsel.

14.7 In no event will Defendant's liability for attorneys' fees, expenses, and costs, Administration Expenses, and/or Service Awards exceed their funding obligations set out in this Settlement Agreement. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation, or liability for allocation of the Fee Award, Settlement Administrative Expenses, the Service Awards, or any other costs, fees, and/or expenses among Class Counsel, Plaintiffs, and/or Settlement Class Members except for payment of the Settlement Fund.

## **15. MISCELLANEOUS**

15.1 The Parties agree that the Settlement Agreement provides fair, equitable and just compensation, for Plaintiffs and Settlement Class Members related to the Released Claims.

15.2 The Parties agree that this Settlement Agreement does not give rise to any admission of liability or wrongdoing, and that this Settlement Agreement may not be construed in whole or in part as an admission of fault by Defendant or any of the Released Parties.

15.3 The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.

15.4 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs and the Settlement Class, and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

15.5 Nothing express or implied in this Settlement Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Settlement Agreement. Each of the Released Parties is an intended third-party beneficiary of this Settlement Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her or its favor against all Releasing Parties.

15.6 The Parties have relied upon the advice and representation of counsel, selected by themselves, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Settlement Agreement, including its Exhibits, and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by this Settlement.

15.7 Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

15.8 The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Settlement Agreement.

15.9 This Settlement Agreement and its Exhibits and the confidential Termination Threshold agreement set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.

15.10 This Settlement Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

15.11 The Parties agree that **Exhibits A-G** to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

15.12 The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Settlement Agreement.

15.13 Except as otherwise provided herein, each Party shall bear its own costs.

15.14 Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other person or party.

15.15 The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

15.16 The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Illinois Rule of Evidence 408, Federal Rule of Evidence 408, and any other equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence for any purpose, including, without limitation, as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

15.17 The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.

15.18 This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible for any purposes, including, without limitation, as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession or presumption that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Approval Order and final judgment.

15.19 The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay or dismiss any other action, and/or (5) to obtain Court approval of the Settlement Agreement.

15.20 Except as provided herein, there shall be no comments made to the press or any third party, or any other disclosure by or through the Parties or their attorneys or agents, comprising

opinions as to the Litigation without the express written consent of Snap. Unless Snap expressly agrees otherwise in writing, Plaintiffs and Class Counsel shall not make any public statement, including any statement to the press or on any press website, regarding the Settlement Agreement or settlement aside from the following agreed upon statement: “[The Parties] have reached a proposed agreement and look forward to the Court’s review and decision” or words to that effect. Defendant and Defendant’s Counsel shall not make any public statement, including any statement to the press, regarding the Settlement Agreement or settlement without the express written consent of Snap. This paragraph shall not be construed to limit or impede the notice requirements of Section 7 above; nor shall this paragraph be construed to prevent the Parties from notifying potential Settlement Class Members or others that this case has settled; nor shall this paragraph be construed to limit or impede Class Counsel’s ability to communicate with Settlement Class Members, including addressing any questions they may have and explaining how to obtain settlement benefits; nor shall this paragraph limit the representations that the Parties or Counsel for the Parties may make to the Court to assist in its evaluation of the proposed settlement; nor shall this paragraph limit Defendant’s ability to discuss in a confidential manner the terms of this settlement with its clients and business partners; nor shall this paragraph limit Plaintiffs’ ability to discuss the terms of this settlement with immediate family members, lawyers or tax advisors. If a Party is required by a valid, enforceable subpoena or government information request to disclose information about the settlement, such Party shall provide reasonable prior notice (to the extent permitted by applicable law) to the other Party to allow the other Party to seek to prevent such disclosure. A Party may also provide necessary and accurate information about the settlement to its shareholders and other persons or entities as required by securities laws or other applicable laws or regulations.

15.21 This Settlement Agreement may be executed in one or more counterparts exchanged by hand, messenger, or PDF as an electronic mail attachment, and any such signature exchanged, including electronic signatures via DocuSign, shall be deemed an original signature for purposes of this Settlement Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that Counsel for the Parties to this Settlement Agreement all exchange signed counterparts.

15.22 This Settlement Agreement shall be binding upon, and insure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

15.23 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Settlement Agreement.

15.24 All terms and conditions of this Settlement Agreement and its Exhibits will be governed by and interpreted according to the laws of the State of Illinois, without giving effect to any conflict of law or choice of law principles.

15.25 This Settlement Agreement is deemed to have been prepared by Counsel for all Parties as a result of arm’s-length negotiations among the Parties. Whereas all Parties have

contributed substantially and materially to the preparation of this Settlement Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.

15.26 Unless otherwise stated herein, any notice required or provided for under this Settlement Agreement shall be in writing and shall be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Jonathan B. Cohen  
Milberg Coleman Bryson Phillips  
Grossman PLLC  
3833 Central Ave.  
St. Petersburg, FL 33713  
jcohen@milberg.com

If to Defendant's Counsel:

Elizabeth B. Herrington  
Morgan, Lewis & Bockius, LLP  
110 N. Wacker Drive, Suite 2800  
Chicago, IL 60606  
beth.herrington@morganlewis.com

15.27 This Settlement Agreement shall be deemed executed as of the date that the last party signatory signs the Settlement Agreement.

[SIGNATURE PAGES FOLLOW]



IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**Brianna Boone, individually and as a Class Representative**

Signature: DocuSigned by: Brianna Boone  
019E8118D230415  
Date: 8/4/2022 | 12:30:30 PM EDT

**Ashley McClinton, individually and as a Class Representative**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**K.F.C., a minor, by and through her guardian, Erin Rentfro, individually and as a Class Representative**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, as Class Counsel**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**SNAP INC.**

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**Brianna Boone, individually and as a Class Representative**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Ashley McClinton, individually and as a Class Representative**

Signature: Ashley McClinton

Date: 8/4/2022

**K.F.C., a minor, by and through her guardian, Erin Rentfro, individually and as a Class Representative**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, as Class Counsel**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

**SNAP INC.**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**Brianna Boone, individually and as a Class Representative**

Signature: \_\_\_\_\_

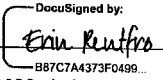
Date: \_\_\_\_\_

**Ashley McClinton, individually and as a Class Representative**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**K.F.C., a minor, by and through her guardian, Erin Rentfro, individually and as a Class Representative**

Signature:  \_\_\_\_\_  
Date: 8/4/2022 | 2:17:24 PM EDT

**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, as Class Counsel**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

**SNAP INC.**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**Brianna Boone, individually and as a Class Representative**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Ashley McClinton, individually and as a Class Representative**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**K.F.C., a minor, by and through her guardian, Erin Rentfro, individually and as a Class Representative**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, as Class Counsel**

Signature: Jonathan B. Coleman

Print Name: Jonathan B. Coleman

Date: August 4, 2022

**SNAP INC.**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

**Brianna Boone, individually and as a Class Representative**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Ashley McClinton, individually and as a Class Representative**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**K.F.C., a minor, by and through her guardian, Erin Rentfro, individually and as a Class Representative**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, as Class Counsel**

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

**SNAP INC**

DocuSigned by:  
Signature: Mike O'Sullivan  
4E00BC2CF7FE41A...

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

Date: \_\_\_\_\_

**MORGAN, LEWIS & BOCKIUS LLP, as Defendant's Counsel**

Signature: 

Print Name: Elizabeth B. Herrington

Date: August 4, 2022