

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

HEATHER PARRIS and KAREN JOYCE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 2023LA000672

Judge: Angelo J. Kappas

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and among Heather Parris and Karen Joyce (collectively, “Plaintiffs”), both individually and on behalf of the Settlement Class, and Meta Platforms, Inc. (“Meta” or “Defendant”) (collectively with Plaintiffs, the “Parties”), in the case *Parris, et al v. Meta Platforms, Inc.*, Case No. 2023LA000672, currently pending in the Circuit Court of DuPage County, Illinois (the “Action”).

RECITALS

WHEREAS, beginning on November 17, 2022, Class Counsel sent dispute notice letters to Defendant, notifying Defendant that it intended to represent thousands of Illinois consumers in a series of individual arbitrations before the American Arbitration Association (“AAA”) seeking damages and injunctive relief against Defendant for alleged violations of BIPA.

WHEREAS, on March 15, 2023 and in the days thereafter, with the assistance of Mediator Jill R. Sperber, the Parties engaged in a full-day arm’s-length mediation and subsequent settlement discussions thereafter. The Parties 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 this Action, including all claims that were or which could have been alleged in the prospective individual arbitrations (collectively, the “Litigation”), all claims arising out of or related to the alleged collection, storage, retention, possession, use, analysis, disclosure, sale, monetization, profiting from, or dissemination of biometric data, and all other Released Claims that Plaintiffs and the Settlement Class Members have or may have had against Defendant and any Released Parties, as those terms are defined herein.

WHEREAS, on June 27, 2023, Plaintiffs filed their Class Action Complaint in the Circuit Court of DuPage County, Illinois, with Heather Parris and Karen Joyce as Plaintiffs.¹

WHEREAS, 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.

WHEREAS, Instagram users, including Settlement Class Members, agreed to arbitrate any claims between them as set forth in Instagram's Terms of Service. Meta 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.

WHEREAS, 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 belief that it has 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.

WHEREAS, following the Parties' litigation, discovery, and arm's-length negotiations with the assistance of an experienced mediator, 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; (2) the existence of an arbitration agreement between Meta and Instagram users; (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 The Parties concluded it was appropriate to proceed with their Settlement in the Circuit Court of DuPage County due to potential Article III standing issues concerning Plaintiffs' claims brought under Section 15(a) of BIPA in federal court. *See Bryant v. Compass Group USA, Inc.*, 958 F.3d 617, 619 (7th Cir. 2020) (holding that there is no Article III standing for a Section 15(a) claim that alleges the failure to publicly disclose a retention policy for biometric information).

WHEREAS, 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.

WHEREAS, 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.

1. DEFINITIONS

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

1.1 “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.

1.2 “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 fourteen (14) days prior to the Final Approval Hearing. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order, as well as in the Notice and the Claim Form.

1.3 “Claim Form” means the document substantially in the form attached hereto as **Exhibit 4**, 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 Settlement Website. 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.

1.4 “Class,” “Settlement Class,” “Class Member,” or “Settlement Class Member” means each member of the settlement class, as defined in Section 2.3 of this Settlement Agreement, who does not timely elect to be excluded from the Settlement Class and includes Plaintiffs.

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

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

1.7 “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.

1.8 “Days,” when used in this Settlement Agreement to specify a deadline or time period by which some event will occur, shall mean the number of calendar days stated, excluding the day that triggers the period, except that if the last day is a Saturday, Sunday, or legal holiday, the period shall continue to run until the next day that is not a Saturday, Sunday, or legal holiday. But when a deadline or time period by which some event will occur in this Settlement Agreement is stated as a number of “business days,” it shall mean the number of days, excluding the day that triggers the period, that are not a Saturday, Sunday, or legal holiday.

1.9 “Defendant” or “Meta” means Meta Platforms, Inc. and includes Meta’s predecessor, Facebook, Inc. in its capacity as such.

1.10 “Defendant’s Counsel” means the law firms of Cooley LLP, Gibson, Dunn & Crutcher LLP, and Mayer Brown LLP.

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

1.12 “Escrow Account” means the separate, interest-bearing escrow account to be established by Class Counsel, or by the Settlement Administrator under terms acceptable to Class Counsel, at Huntington National Bank, which shall be the “Escrow Agent.” The Settlement Amount shall be deposited into the Escrow Account and the money shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts; (b) time deposit accounts and certificates of deposit; (c) United States Treasury bills; or (d) other instruments backed by the full faith and credit of the United States Government. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.13 “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.

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

1.15 “Final” means one business day after the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) 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 (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on appeal with respect to the Final Approval Order.

1.16 “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.

1.17 “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.

1.18 “Notice” means the notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Settlement Agreement and **Exhibits 1-3** attached hereto, consistent with the requirements of due process.

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

1.20 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be made, which shall be designated as a date no later than thirty (30) days after the Notice Date.

1.21 “Parties” means Plaintiffs and Defendant, collectively.

1.22 “Plaintiffs” or “Class Representatives” means Heather Parris and Karen Joyce.

1.23 “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 5** attached hereto.

1.24 “Released Claims” means any and all claims arising out of or related to the alleged collection, storage, retention, possession, use, analysis, disclosure, sale, monetization, profiting from, or dissemination of biometric data, including all actual, potential, filed, unfiled, 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, all claims which were made or could have been made in the Action and all claims for violation of the Illinois Biometric Information Privacy Act (“BIPA”) or any other federal law, state law, statutory law, common law or equity, or foreign law, whether known or unknown (including “Unknown Claims” as defined below), accrued or not accrued, matured or not yet matured, asserted or unasserted, suspected or unsuspected, including without limitation those related to unknown and unsuspected injuries as well as unknown and unsuspected consequences of known or suspected injuries.

1.25 “Released Parties” means Meta and all of its current, former, and future direct and indirect corporate subsidiaries and affiliates, along with the current, former, and future officers, directors, shareholders, employees, attorneys, agents, insurers, trustees, administrators, executors, successors, predecessors, and assigns of such persons or entities.

1.26 “Releasing Parties” means Plaintiffs and the Settlement Class Members and all of their respective current, former, and future 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.

1.27 “Service Award” shall have the meaning ascribed to it as set forth in Section 12 of this Settlement Agreement.

1.28 “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 \$665,000.00 (Six Hundred Sixty-Five Thousand Dollars) (“Estimated Settlement Administration Expenses”).

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

1.30 “Settlement Fund” means or refers to the gross, non-reversionary settlement fund to be established by Defendant in the total amount of \$68,500,000.00 (Sixty-Eight Million Five Hundred Thousand Dollars) (the “Settlement Amount”) to be deposited into the Escrow Account, plus all interest that shall accrue on the sums deposited in the Escrow Account.

1.31 “Settlement Payments” means the payments to be made to Settlement Class Members in response to Approved Claims.

1.32 “Settlement Website” means the website to be created, launched, and maintained by the Settlement Administrator, which will provide access to relevant case documents including the Notice, Claim Form, and other relevant documents.

1.33 “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties and the reasonable expenses of tax attorneys and accountants).

1.34 “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.

2. SETTLEMENT CLASS CERTIFICATION

2.1 For the purposes of the Settlement only, the Parties stipulate and agree that: (i) the Settlement Class shall be certified in accordance with the definition contained in Section 2.3 below; (ii) Plaintiffs shall represent the Settlement Class for settlement purposes and shall be the Class Representatives; and (iii) Plaintiffs' Counsel shall be appointed as Class Counsel.

2.2 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.

2.3 Subject to approval by the Court, the following Settlement Class shall be certified for Settlement purposes only:

All individuals who used Instagram while in Illinois at any time between August 10, 2015 and the Objection/Exclusion Deadline (the "Class Period"). For clarity, the Class will include both minors and adults and all will be treated the same under the terms of the Settlement. Excluded from the Settlement Class are: (i) Meta; (ii) any person who was an officer or director of Meta during the Class Period; (iii) any firm or entity in which Meta has or had a controlling interest; (iv) parents, affiliates, or subsidiaries of Meta; (v) the legal representatives, agents, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such; (vi) the Court and staff (and the immediate family thereof) to whom this Action is assigned; and (vii) any other persons or entities who or which validly exclude themselves from the Settlement Class.

2.4 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, 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.

3. SETTLEMENT FUND

3.1 Establishment of Settlement Fund

a. Defendant will establish or cause to be established with the Settlement Administrator a non-reversionary Settlement Fund in the total amount of \$68,500,000.00 (Sixty-Eight Million Five Hundred Thousand Dollars), within fifteen (15) business days after the last of the following to occur: (i) entry of the Final Approval Order; and (ii) receipt by Defendant's

Counsel of complete payment instructions, including a completed W-9 form. The Settlement Fund will be used to make all payments required by the Settlement Agreement, including 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.

b. Within fifteen (15) business days after the entry of the Preliminary Approval Order, Meta will pre-fund the Estimated Settlement Administration Expenses. Such amount will be deducted from the Settlement Amount due after entry of the Final Approval Order in accordance with this Settlement Agreement.

c. In the event that the Settlement is terminated or fails to become final and effective for any reason, the Settlement Fund, together with any earnings thereon at the same rate as earned by the Settlement Fund, less any Taxes paid or due, less any Settlement Administrative Expenses actually incurred and paid or payable from the Settlement Fund, shall be returned to Meta within thirty (30) days after written notification of such event in accordance with instructions provided by Defendant's Counsel to Class Counsel.

d. The Settlement Amount represents the total extent of Meta's monetary obligations under the Settlement Agreement and the contributions to the Settlement Fund shall be fixed under this Settlement Agreement and final. In no event shall Meta's total monetary obligation with respect to this Settlement Agreement exceed \$68,500,000.00 (Sixty-Eight Million Five Hundred Thousand Dollars). The payment of the Settlement Amount by, or on behalf of, Meta fully discharges Meta and the other Released Parties' financial obligations (if any) in connection with the Settlement, meaning that no Released Party shall have any other obligation to make any payment into the Escrow Account or to any Settlement Class Member, or any other person or entity, under this Settlement Agreement.

3.2 Distribution of Settlement Fund

a. The following amounts shall be paid from the Settlement Fund: (i) all Settlement Payments; (ii) all Settlement Administration Expenses; (iii) all Taxes and Tax Expenses; (iv) any Service Awards to the Class Representatives; and (v) any Fee Award to Class Counsel. The Settlement Fund shall be kept in the Escrow Account until such time as the above-listed payments are made.

b. 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, any Fee Award to Class Counsel, and any Service Awards to the Class Representatives.

c. Any amounts that remain in the Settlement Fund after all payments to Settlement Class Members have been made in accordance with this Agreement, less any funds necessary for Settlement Administration Expenses, will be distributed to the Illinois Bar Foundation, a *cy pres* recipient, as approved by the Court.

3.3 Taxes and Tax Reporting

a. 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 Meta, 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.

b. All (i) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a Qualified Settlement Fund for federal or state income tax purposes, and (ii) expenses and costs incurred in connection with the operation and implementation of this Settlement Agreement (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Settlement Agreement (“Tax Expenses”), shall be paid out of the Settlement Fund. In all events the Released Parties and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent, as instructed by Class Counsel and/or the Settlement Administrator, out of the Settlement Fund without prior order from the Court and the Settlement Administrator shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Settlement Class Members with Approved Claims any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)).

c. For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, Class Counsel shall be the “administrator.” Class Counsel and/or the Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund and Escrow Account (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in this Agreement) shall be consistent with this section and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in this Settlement Agreement.

d. Plaintiffs and all other Settlement Class Members will be solely responsible for all Taxes, interest, penalties, or other amounts due with respect to any Settlement Payment or other payment received pursuant to the Settlement. Under no circumstances will Meta have any liability for Taxes or Tax Expenses under 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 the Parties’ 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.

4. RELEASE

4.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Litigation and any and all Released Claims, as against all Released Parties.

4.2 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, and by operation of the Final Approval Order shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

4.3 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 Settlement Agreement.

4.4 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. PRELIMINARY APPROVAL ORDER

5.1 Within seven (7) days after execution of this Settlement Agreement, 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, conditional certification of the Settlement Class, conditional appointment of Class Counsel and the Class Representatives, and entry of the Preliminary Approval Order, substantially in the form of **Exhibit 5**, which order shall seek a Final Approval Hearing date and approve the Notice and Claim Form

for dissemination in accordance with the applicable provisions of this Settlement Agreement. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all Exhibits thereto) so long as they are consistent in all material respects with the terms of the Final Approval Order and judgment set forth below and do not limit or impair the rights of the Settlement Class.

5.2 The Parties shall jointly request that the Court hold a Final Approval Hearing approximately sixty (60) days after entry of the Preliminary Approval Order and finally approve the Settlement Agreement as set forth herein.

5.3 At least ten (10) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiffs, through Class Counsel, 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.

6. SETTLEMENT ADMINISTRATION

6.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by providing Notice and processing Claim Forms in a reasonable, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. Without limiting the foregoing, the Settlement Administrator shall:

a. Receive requests to be excluded from the Settlement Class and promptly provide copies thereof to Counsel for the Parties. If the Settlement Administrator receives any exclusion forms after the deadline for submission of such forms, the Settlement Administrator shall promptly provide copies thereof to Counsel for the Parties;

b. Provide weekly reports to Counsel for the Parties regarding the status of administration of this Settlement Agreement, including, without limitation: (i) the number of Claim Forms received and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; (ii) the number of requests for exclusion received by the Settlement Administrator; and (iii) the number and value of Settlement Payments made by check which have not been cashed by Settlement Class Members within ninety (90) days following the date such checks were originally issued; and

c. Make available for inspection by Counsel for the Parties any drafts of Notice documents and communications contemplated by this Settlement Agreement and the Claim Forms received by the Settlement Administrator.

6.2 Settlement Class Members shall have until the Claims Deadline to submit a Claim Form in the manner directed by the Settlement Administrator. Each Settlement Class Member with an Approved Claim shall be entitled to a Settlement Payment.

6.3 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 (i) comply with the instructions on the Claim Form or the terms of this Settlement Agreement, or (ii) 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.

6.4 Payments to Settlement Class Members

a. Within sixty (60) days after the Effective Date, the Settlement Administrator shall issue Settlement Payments from the Settlement Fund by check or electronic deposit, as elected by each Settlement Class Member with an Approved Claim.

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

c. 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) days to correct the problem.

d. To the extent that a check issued to a Settlement Class Member is not cashed within one hundred twenty (120) days after the date of issuance or an electronic deposit is unable to be processed within one hundred twenty (120) days of the first attempt, such funds shall remain in the Settlement Fund and shall be apportioned *pro rata* to Settlement Class Members with an Approved Claim in a second distribution, if practicable. To the extent that any second distribution is impracticable or second-distribution funds remain in the Settlement Fund after an additional ninety (90) days, such funds shall revert to the *cy pres* recipient, as approved by the Court.

7. CLASS NOTICE

7.1 Class Notice List

a. Within three (3) business days after entry of the Preliminary Approval Order, Meta will provide to the Settlement Administrator a list of the names, Instagram usernames,

and email addresses or telephone numbers, to the extent such information is reasonably available from Meta's account records, for all active Instagram users who are predicted to live in Illinois (the "Class Notice List").

b. The Settlement Administrator shall keep the Class Notice List and all personal information obtained therefrom, including the identity and contact information of all persons on the Class Notice List, strictly confidential. The Class Notice List shall not be used by the Settlement Administrator for any purpose other than effectuating the terms of the Settlement Agreement and carrying out the duties of the Settlement Administrator arising thereunder, including the provision of Notice of the Settlement.

c. The Settlement Administrator shall not share the Class Notice List with Class Counsel nor otherwise permit access to the Class Notice List by Class Counsel, but may generally advise Class Counsel of whether the Class Notice List meets the requirements of this Section 7.1 and the total number of entries on the Class Notice List.

7.2 Notice to the Class

a. The Notice shall be used for the purpose of informing potential 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: (i) protect their rights regarding the Settlement; (ii) request exclusion from the Settlement Class and the proposed Settlement, if desired; (iii) object to any aspect of the proposed Settlement, if desired; and (iv) 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 as follows:

i. Direct Notice. Beginning within seven (7) days after its receipt of the Class Notice List, and to be substantially completed within four (4) days thereafter, the Settlement Administrator shall commence emailing a summary of the Notice, substantially in the form attached as **Exhibit 2**, with a link to a Spanish language version, to potential Settlement Class Members for whom an email address is available. The Parties will work in good faith with the Settlement Administrator to develop an alternative plan for disseminating the Notice to potential Settlement Class members for whom an email address is not available.

ii. Publication Notice. Commencing no later than the Notice Date, the Settlement Administrator shall initiate publication Notice by placing a one-time, one-eighth page summary publication Notice in appropriate newspapers circulating in Illinois. The proposed summary publication Notice shall be substantially in the form attached as **Exhibit 3**.

iii. Settlement Website. No later than the Notice Date, the Settlement Administrator will develop, host, administer, and maintain a Settlement Website containing a copy of the Notice, Settlement Agreement, Claim Form, and all material filings in the Action related to the Settlement. The URL of the Settlement Website shall be www.InstagramBIPAsettlement.com.

8. EXCLUSIONS

8.1 Exclusion Period

Settlement Class Members will have until the Objection/Exclusion Deadline to exclude themselves from the Settlement in accordance with Section 8.2 of this Settlement Agreement. If the Settlement is finally approved by the Court, all Settlement Class Members who have not opted out by 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.

8.2 Exclusion Process

a. A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Settlement Class Member must timely send a written request for exclusion to the Settlement Administrator that includes all of the following information: (i) the Settlement Class Member's name, address, and email; (ii) the Settlement Class Member's signature; (iii) the name and number of the Action; and (iv) a statement that he/she wishes to be excluded from the Settlement Class for purposes of the Settlement. The Settlement Administrator shall create a dedicated email address to receive exclusion requests electronically. The request for exclusion must be personally hand-signed by the person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the Objection/Exclusion Deadline specified in the Notice. A request to be excluded that does not include all of the foregoing information, or that is sent to an address other than that designated in the Notice, or that is not postmarked or received by the Objection/Exclusion Deadline, or which otherwise does not comply with the requirements set forth in this Settlement Agreement, shall be invalid, and the person(s) submitting such a request shall remain a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Settlement Agreement, if approved.

b. Any Settlement Class Member who timely and validly requests to be excluded from the Settlement shall not: (i) be bound by the Settlement or Final Approval Order; (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 Settlement Class Member who elects to be excluded from the Settlement Class also cannot object to the Settlement Agreement.

c. If a Settlement Class Member submits both a Claim Form and a written request for exclusion, the request for exclusion shall be deemed void and of no force and effect, and the Claim Form shall be processed under the terms of this Settlement Agreement.

8.3 Within five (5) 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 number and status of submitted Claim Forms and exclusion requests.

9. OBJECTIONS

9.1 The Notice shall advise Settlement Class Members of their rights, including the right to be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline, 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, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's electronic filing system; 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 designated by the Settlement Administrator to receive requests for exclusion or objections.

9.2 Any Settlement Class Member who intends to object to this Settlement Agreement 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 sufficient to identify the objector's Instagram account, including but not limited to his/her Instagram username; (iv) all other information required in Section 1.3 identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member; (v) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (vi) 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 (vii) 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.

9.3 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 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.

9.4 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.

10. FINAL APPROVAL ORDER

10.1 The Parties shall jointly seek entry of a Final Approval Order, the text of which is mutually agreeable to the Parties and is as described in this Section. 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.

10.2 The Final Approval Order shall, without limitation:

a. Approve finally the Settlement Agreement and its terms as fair, reasonable and adequate as to, and in the best interest of, the Settlement Class Members; make a finding that the Settlement Agreement was entered into in good faith; direct the Parties and their counsel to implement and consummate the Settlement according to its terms and conditions; and declare the Settlement Agreement to be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and the Releasing Parties with respect to the Released Claims;

b. Find that the Notice implemented pursuant to the Settlement Agreement: (i) constitutes the best practicable notice under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to object to the Settlement or exclude themselves from the Class, and to appear at the Final Approval Hearing; and (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice;

c. Find that the Class Representatives and Class Counsel adequately represent the Class for purposes of entering into and implementing the Settlement Agreement;

d. Dismiss the Action with prejudice, including all claims of the Settlement Class and Plaintiffs against Defendant, without costs and fees to any Party except as explicitly provided for in this Settlement Agreement;

e. Incorporate the release set forth above in Section 4, make the release effective as of the Effective Date, and forever discharge the Released Parties from the Released Claims as set forth herein;

f. Permanently bar and enjoin all Settlement Class Members who have not properly sought exclusion from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

g. Without affecting the finality of the Final Approval Order for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Approval Order, and for any other necessary purpose; and

h. Find that pursuant to 735 ILCS 5/2-1301, there is no just reason for the delay of entry of final judgment in the Action with respect to the foregoing.

11. TERMINATION OF THE SETTLEMENT

11.1 The Settlement is conditioned upon the Court's preliminary and final approval of the Parties' 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). Accordingly, either Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of any of the following events: (i) the Court refuses to enter the Preliminary Approval Order in any material respect or conditionally approves the Settlement Agreement subject to proposed changes to, or additions of, material terms other than those pertaining to the Fee Award or Service Awards (including but not limited to the Notice provisions set forth in Section 7 and the definition of "Released Claims") to which the Parties have not agreed in writing; (ii) the Court refuses to enter the Final Approval Order in any material respect; (iii) the Court refuses to enter a final judgment in the Action in any material respect; or (iv) the Preliminary Approval Order or Final Approval Order is substantially modified or reversed.

11.2 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 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 final number of Settlement Class Members 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. Class Counsel will then have ten (10) days to attempt to cause retraction of any request for exclusion by Settlement Class Members. To retract a prior request for exclusion, the Settlement Class Member must provide to the Parties, at least three (3) 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 (3) days prior to the Final Approval Hearing, or any adjournment thereof, Defendant may in its sole discretion elect to terminate this Settlement Agreement. 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.

11.3 In the event that the Settlement is terminated: (i) Plaintiffs will voluntarily dismiss the Action, without prejudice, within three (3) business days; (ii) the Settlement Agreement will be deemed null and void *ab initio*; (iii) any Court orders preliminarily or finally approving the certification of any class contemplated by this Settlement Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (iv) the fact of the Settlement reflected in this Settlement Agreement, that Defendant did not oppose the certification of a Settlement Class under this Settlement Agreement, or that the Court preliminarily approved the certification of a Settlement Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation any contested proceeding relating to the certification of any class.

12. FEE AWARD AND SERVICE AWARDS

12.1 At least ten (10) days prior to the Objection/Exclusion Deadline, Class Counsel will file a Fee Petition that seeks a Fee Award. Without the Parties having discussed the issue of attorneys' fees at any point in their negotiations, and with no consideration given or received, Class Counsel has elected to limit its petition for attorneys' fees to no more than thirty-five percent (35%) of the Settlement Fund, plus reimbursement of expenses. Payment of the Fee Award shall be made from the Settlement Fund and should Class Counsel seek or be awarded a lesser amount, the difference in the amount sought and/or the amount ultimately awarded to Class Counsel shall remain in the Settlement Fund for distribution to eligible Settlement Class Members. Defendant is not responsible for Class Counsel's allocation of the Fee Award amongst themselves.

12.2 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.

12.3 Any Fee Award by the Court shall be paid from the Settlement Fund to Class Counsel within fourteen (14) days after entry of the Final Approval Order and an order awarding such attorneys' fees and expenses, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the awarded fees and expenses, the Settlement, or any part thereof. Payment of the Fee Award shall be made via wire transfer to an account or accounts designated by Class Counsel after providing necessary information for electronic transfer. The Fee Award paid to Class Counsel will be subject to potential repayment pursuant to the terms set forth below.

12.4 Each Class Counsel receiving any portion of a Fee Award, as a condition of receiving such payment, agrees on behalf of itself and each equity partner and/or shareholder of it that the law firm and its equity partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this Section 12.4. Class Counsel executing this Settlement stipulate, warrant, and represent that they have actual authority to enter into the obligations set forth in this Section 12.4 on behalf of Milberg Coleman Bryson Phillips Grossman, PLLC, and the shareholders, members, and/or partners of that law firm respectively. In the event that the Effective Date does not occur, or the Final Approval Order or the order granting a Fee Award is reversed or modified by a final non-appealable order, or this Settlement Agreement is canceled or terminated for any other reason, and such reversal, modification, cancellation or termination becomes final and not subject to review, and in the event that the Fee Award has been paid to any extent, then Class Counsel with respect to the Fee Award paid shall within ten (10) business days from receiving notice from Defendant's Counsel or from a court of appropriate jurisdiction, refund to the Settlement Fund such fees and expenses previously paid to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement Fund in an

amount consistent with such reversal or modification. If the Fee Award is reduced on appeal, but all other terms of the Settlement Agreement remain in full effect, Class Counsel shall repay the portion of the Fee Award by which it is reduced and any interest earned thereon at the same rate as earned on the Settlement Fund. This partial repayment of the Fee Award shall be applied to the Settlement Fund and distributed in accordance with the terms of the Settlement Agreement. If Class Counsel fails to repay any portion of the Fee Award as required by this Section 12.4, the Court shall, upon application by Defendant and notice to Class Counsel, issue such orders as appropriate to compel compliance by Class Counsel and their law firm, and shall award reasonable attorneys' fees and expenses incurred by Defendant in connection with the enforcement of this Section 12.4. Neither the death, incapacitation, personal bankruptcy, or disbarment of any of Class Counsel nor the dissolution, winding up, bankruptcy, merger, acquisition, or other change in the composition or solvency of their law firm shall in any way affect the obligations of Class Counsel in this paragraph. All obligations set forth in this paragraph shall expire upon the latter of the Effective Date or, if there is 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 Fee Award without any material modification, of all proceedings arising out of the appeal(s).

12.5 Prior to or at the same time as Plaintiffs seek final approval of the Settlement Agreement, Class Counsel shall move the Court for approval of Service Awards to the Class Representatives, to be paid from the Settlement Fund. Without the Parties having discussed the issue of Service Awards at any point in their negotiations, and with no consideration given or received, Class Representatives have elected to seek no more than two thousand and five hundred dollars (\$2,500) each from the Court as their Service Award. Should the Court award less than this amount, the difference in the amount sought and the amount ultimately awarded pursuant to this Section 12.5 shall remain in the Settlement Fund.

13. MISCELLANEOUS

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

13.2 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.

13.3 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.

13.4 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 prosecuted by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or without a reasonable basis.

13.5 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.

13.6 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.

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

13.8 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.

13.9 This Settlement Agreement and its Exhibits and the confidential Termination Threshold agreement referenced in Section 11.2 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.

13.10 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.

13.11 The Parties agree that **Exhibits 1-5** to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

13.12 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.

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

13.14 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.

13.15 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.

13.16 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 (i) 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 (ii) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.

13.17 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 only.

13.18 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.

13.19 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 (i) to enforce the terms and provisions hereof or thereof, (ii) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (iii) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (iv) in connection with any motion to enjoin, stay or dismiss any other action, and/or (v) to obtain Court approval of the Settlement Agreement.

13.20 Except as provided herein, the Parties will not initiate any public comment on the Settlement or Litigation other than through court filings. In addition, unless the Parties specifically agree otherwise, if any Party or attorney is contacted by a member of the press or other person

seeking a public comment on the Settlement, the Party or attorney may only refer the inquiring party to the Preliminary Approval Order entered by the court, the application seeking preliminary approval, and/or the Settlement Website if one has been established. The foregoing shall not be construed to limit or impede the notice requirements of Section 7.2 above; nor shall the foregoing be construed to prevent the Parties from notifying potential Settlement Class Members or others that this case has settled; nor shall the foregoing 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 the foregoing 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 the foregoing limit Defendant's ability to discuss in a confidential manner the terms of this Settlement with its clients and business partners; nor shall the foregoing 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.

13.21 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.

13.22 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.

13.23 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 this Settlement Agreement.

13.24 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.

13.25 This Settlement Agreement is deemed to have been prepared by all Counsel for the 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.

13.26 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

Gary M. Klinger
Milberg Coleman Bryson Phillips
Grossman PLLC
221 W. Monroe Street, Suite 2100
Chicago, IL 60606
gklinger@milberg.com

If to Defendant's Counsel:

Michael Rhodes
Cooley LLP
3 Embarcadero Center
20th Floor
San Francisco, CA 94111
rhodesmg@cooley.com

Matthew Provance
Mayer Brown LLP
71 S. Wacker Drive
Chicago, IL 60606
mprovance@mayerbrown.com

Lauren Goldman
Gibson Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166
lgoldman@gibsondunn.com

13.27 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 Class Action Settlement Agreement and Release to be executed as of the dates set forth below:

DATED: Jun 29, 2023

ON BEHALF OF META PLATFORMS, INC.

Signature: *Nikki Stitt Sokol*

Name: Nikki Stitt Sokol

DATED: _____

HEATHER PARRIS

Signature: _____

DATED: _____

KAREN JOYCE

Signature: _____

DATED: _____

ON BEHALF OF CLASS COUNSEL

Signature: _____

Name: _____

IN WITNESS HEREOF, the undersigned have caused this Class Action Settlement Agreement and Release to be executed as of the dates set forth below:

DATED: _____

ON BEHALF OF META PLATFORMS, INC.

Signature: _____

Name: _____

DATED: 6/27/2023

HEATHER PARRIS

Signature: Heather Parris

DATED: _____

KAREN JOYCE

Signature: _____

DATED: 6/27/2023

ON BEHALF OF CLASS COUNSEL

Signature: Gary M. Klinger

Name: Gary M. Klinger

IN WITNESS HEREOF, the undersigned have caused this Class Action Settlement Agreement and Release to be executed as of the dates set forth below:

DATED: _____

ON BEHALF OF META PLATFORMS, INC.

Signature: _____

Name: _____

DATED: _____

HEATHER PARRIS

Signature: _____

DATED: 6/27/2023

KAREN JOYCE

Signature: Karen Joyce

DATED: _____

ON BEHALF OF CLASS COUNSEL

Signature: _____

Name: _____

EXHIBIT 1

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

Parris v. Meta Platforms, Inc., Case No. 2023LA000672

**If you used Instagram while in Illinois between August 10, 2015 and
[Objection/Exclusion Deadline],
You May Be Entitled to a Payment from a Class Action Settlement.**

A 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 Meta Platforms, Inc. (the “Defendant”) violated Illinois’ Biometric Information Privacy Act, 740 ILCS 14/1, et seq. (“BIPA”), based on Defendant allegedly collecting and storing biometric identifiers and/or biometric information (collectively, “biometric data”) via Instagram without complying with BIPA’s requirements.
- A Settlement has been reached in this case and affects the following persons: All individuals who used Instagram while in Illinois at any time between August 10, 2015 and **the Objection/Exclusion Deadline** (the “Class Period”).
- The Settlement, if approved, would provide for the establishment of a Settlement Fund in the amount of \$68,500,000 to pay for: (i) all Settlement Payments; (ii) all Settlement Administration Expenses; (iii) all Taxes and Tax Expenses; (iv) any Service Awards to the Class Representatives; and (v) any Fee Award to Class Counsel.
- 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 a payment. Deadline: MM DD YYYY
EXCLUDE YOURSELF	You may request to be excluded from the Settlement and, if you do, you will receive no benefits from the Settlement. Deadline: MM DD YYYY
OBJECT	Write to the Court if you do not like the Settlement. Deadline: MM DD YYYY
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 Defendant about the Claims in this case.

Questions? Call **(XXX) XXX-XXXX** or visit
www.InstagramBIPAsettlement.com

- 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 an Approved Claim. Please be patient.

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Questions? Call (XXX) XXX-XXXX or visit
www.InstagramBIPAsettlement.com

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 *Parris v. Meta Platforms, Inc.*, Case No. XXXXXX, 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 Circuit Court of DuPage County, Illinois is overseeing this case. The persons who sued, Heather Parris and Karen Joyce are called the “Plaintiffs” or “Class Representatives.” Meta Platforms, Inc. is the “Defendant.”

2. What is this litigation about?

The lawsuit alleges the Defendant violated Illinois’ Biometric Information Privacy Act, 740 ILCS 14/1, et seq. (“BIPA”), based on Defendant allegedly collecting and storing biometric identifiers and/or biometric information (collectively, “biometric data”) through the use of Defendant’s Instagram social media platform without complying with BIPA’s requirements.

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 belief that it has 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.

The Plaintiffs’ Complaint, Class Action Settlement Agreement and Release, and other case-related documents are posted on the Settlement Website, XXXXXXXXX. 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 persons called the “Class Representatives” (in this case, Plaintiffs) sue on behalf of themselves 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 Settlement Class.

4. Why is there a settlement?

The Court has not found in favor of either Plaintiffs or the Defendant. 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 Members who submit timely and valid claim forms will receive a Settlement Payment, as described in this Notice. Defendant denies all legal claims in this case. Plaintiffs and their lawyers think the proposed Settlement is best for everyone who is affected.

Questions? Call (XXX) XXX-XXXX or visit
www.InstagramBIPAsettlement.com

WHO IS PART OF THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class includes the following persons:

All individuals who used Instagram while in Illinois at any time between August 10, 2015 and the **Objection/Exclusion Deadline** (the “Class Period”).

For clarity, the Class will include both minors and adults and all will be treated the same under the terms of the Settlement.

Excluded from the Settlement Class are: (i) Meta; (ii) any person who was an officer or director of Meta during the Class Period; (iii) any firm or entity in which Meta has or had a controlling interest; (iv) parents, affiliates, or subsidiaries of Meta; (v) the legal representatives, agents, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such; (vi) the Court and staff (and the immediate family thereof) to whom this Action is assigned; and (vii) any other persons or entities who or which validly exclude themselves from the Settlement Class.

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 **XXXXXXXXXX** or call the toll-free number, **XXX-XXX-XXXX**. You also may send questions to the Settlement Administrator at **XXXXXXXXXX**.

THE SETTLEMENT BENEFITS

7. What does the Settlement provide?

The Settlement provides for the establishment of a Settlement Fund in the amount of \$68,500,000.00 (Sixty-Eight Million Five Hundred Thousand Dollars) (the “Settlement Amount”), to pay for: (i) all Settlement Payments; (ii) all Settlement Administration Expenses; (iii) all Taxes and Tax Expenses; (iv) any Service Awards to the Class Representatives; and (v) any Fee Award to Class Counsel.

Each Settlement Class Member who timely files with the Settlement Administrator an Approved Claim will receive a settlement payment of a pro rata share of the Settlement Fund.

8. How do I file a Claim?

If you are a Settlement Class Member, you must complete and submit a valid Claim Form in order to receive a payment. You may download a Claim Form at the Settlement Website, **XXXXXXXXXX** or request a Claim Form by calling the Settlement Administrator toll-free at **XXX-XXX-XXXX** or emailing the Settlement Administrator at **XXXXXXXXXX**. To be valid, a Claim Form must be completed fully and accurately signed under penalty of perjury and timely submitted.

Questions? Call **(XXX) XXX-XXXX** or visit
www.InstagramBIPAsettlement.com

You may submit a Claim Form by U.S. mail or file a Claim Form on the Settlement Website. If you send in a Claim Form by U.S. mail, it must be postmarked no later than **MM DD YYYY**. If you file a Claim Form on the Settlement Website, then you must do so by **MM DD YYYY**.

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 the Defendant 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?

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 to the Settlement Administrator providing: (i) the Settlement Class Member’s name, address, and email; (ii) the Settlement Class Member’s signature; (iii) the name and number of the Action; and (iv) a statement that he/she wishes to be excluded from the Settlement Class for purposes of the Settlement.

To be valid, a request for exclusion must be postmarked or received by **the Objection/Exclusion Deadline**. A request to be excluded that does not include all of the foregoing information, or that is sent to an address other than the below, or that is not postmarked or received by **the Objection/Exclusion Deadline**, or which otherwise does not comply with the requirements set forth in the parties’ Settlement Agreement, shall be invalid, and the person(s) submitting such a request shall remain a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by the Settlement Agreement, if approved.

Instagram Privacy Settlement
ATTN: Exclusion Request
PO Box 58220
Philadelphia, PA 19102

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

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

No. Unless you exclude yourself, you give up the right to sue the Defendant 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?

Questions? Call **(XXX) XXX-XXXX** or visit
www.InstagramBIPAsettlement.com

Unless you opt out of the Settlement, you cannot sue or be part of any other lawsuit against the Defendant 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 Class Action Settlement Agreement & Release is available at www.InstagramBIPAsettlement.com. The Class Action Settlement Agreement & Release provides more detail regarding the Released Claims with specific descriptions in necessary, accurate legal terminology, so read it carefully. You can talk to the law firm 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.

Milberg Coleman Bryson Phillips Grossman PLLC
3833 Central Ave.
St. Petersburg, FL 33713

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 35% of the Settlement Fund as payment for attorneys’ fees, as well as reimbursement out-of-pocket expenses costs in the amounts of \$XXXXXX. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request that a Service Award of \$2,500 each 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.

Any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the **the Objection/Exclusion Deadline**, 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, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court’s electronic filing system; and (ii) send copies of such papers via United States mail, hand

Questions? Call (XXX) XXX-XXXX or visit
www.InstagramBIPAsettlement.com

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 designated by the Settlement Administrator to receive requests for exclusion or objections.

Court	Class Counsel	Settlement Administrator
18th Judicial Circuit Court of DuPage County, Illinois Office of the Circuit Court Clerk 505 N. County Farm Road Wheaton, IL 60187	Milberg Coleman Bryson Phillips Grossman LLC 3833 Central Ave. St. Petersburg, FL 33713	Instagram Privacy Settlement ATTN: Objections PO Box 58220 Philadelphia, PA 19102
Defendant’s Counsel	Defendant’s Counsel	Defendant’s Counsel
Gibson Dunn & Crutcher LLP 200 Park Avenue New York, NY 10166	Cooley LLP 3 Embarcadero Center 20th Floor San Francisco, CA 94111	Mayer Brown LLP 71 S. Wacker Drive Chicago, IL 60606

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 sufficient to identify the objector’s Instagram account, including but not limited to his/her Instagram username; (iv) all other information required in identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member; (v) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (vi) 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 (vii) 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.

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

Questions? Call (XXX) XXX-XXXX or visit www.InstagramBIPAsettlement.com

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 **MM DD YYYY at TIME** at the **Court Address**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check **XXXXXXXXXX** for updates. 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. 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 (*see* Question 16 above). 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

22. How do I get more information?

This Notice summarizes the proposed Settlement. More details are in the Class Action Settlement Agreement & Release, which you can view at **XXXXXXXXXX**. You can also contact the Settlement Administrator by mail, email or phone.

Instagram Privacy Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

[Email]

[Phone]

Questions? Call **(XXX) XXX-XXXX** or visit
www.InstagramBIPAsettlement.com

EXHIBIT 2

To: [Class Member Email Address]
From: Instagram Privacy Settlement Administrator
Subject: Notice of Class Action and Proposed Settlement

Notice ID:
Confirmation Code:

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT
IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT
DUPAGE COUNTY, ILLINOIS

**If you used Instagram while in Illinois between August 10, 2015 and [Objection/Exclusion
Deadline],
You May Be Entitled to a Payment from a Class Action Settlement.**

A court has authorized this notice. This is not a solicitation from a lawyer.

Why have I received this notice?

A settlement has been reached in a class action lawsuit against Meta Platforms, Inc. (“Defendant”) for alleged violations of Illinois’ Biometric Information Privacy Act, 740 ILCS 14/1, et seq. (“BIPA”), based on the Defendant allegedly collecting and storing biometric identifiers and/or biometric information (collectively, “biometric data”) via Instagram without complying with BIPA’s requirements.

A Court has authorized this notice because you have a right to know about the proposed settlement of this class-action lawsuit (the “Settlement”), and your options, before the Court decides whether to give “final approval” to the Settlement. This notice summarizes the lawsuit, the proposed Settlement, and your legal rights.

Who is included in the Settlement Class?

The Settlement Class includes: All individuals who used Instagram while in Illinois at any time between August 10, 2015 and **the Objection/Exclusion Deadline** (the “Class Period”).

What are the benefits of the Settlement?

The Settlement provides for the establishment of a Settlement Fund in the amount of \$68,500,000.00 (Sixty-Eight Million Five Hundred Thousand Dollars), to pay for: (i) all Settlement Payments; (ii) all Settlement Administration Expenses; (iii) all Taxes and Tax Expenses; (iv) any Service Awards to the Class Representatives; and (v) any Fee Award to Class Counsel.

Each Settlement Class Member who timely files with the Settlement Administrator an Approved Claim will receive a settlement payment of a pro rata share of the Settlement Fund.

In order to receive a Settlement Payment, you must complete and submit a Claim Form by **[Claims Deadline]**. Claim Forms may be submitted online at www.InstagramBIPAsettlement.com or printed from the website and mailed to the Settlement Administrator. Claim Forms submitted by mail must be postmarked no later than **[Claims Deadline]**.

How can I exclude myself from the Settlement Class?

If you don't want to make a claim and you don't want to be legally bound by the Settlement, your letter requesting to be excluded must be **submitted no later than [Objection/Exclusion Deadline]**, or you will not be able to sue, or continue to sue, the Defendant about the claims and allegations in this case. Refer to the Settlement Website and the Class Notice for information and instructions on how to exclude yourself.

How can I object?

If you want to stay in the Settlement Class, but you want to object to the Settlement and/or to Class Counsel's request for Attorneys' Fees and Costs, your objection must be filed with the Court **no later than [Objection/Exclusion Deadline]**. Refer to the Settlement Website and the Class Notice for information and instructions on how to object.

Do I have a lawyer in this case?

Yes, the Court has appointed the law firm of Milberg Coleman Bryson Phillips Grossman PLLC to represent the Class. These attorneys are called Class Counsel. You will not be charged for their services. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

The Court's Final Approval Hearing.

The Court has scheduled a Final Approval Hearing on **MM DD YYYY at TIME** at the **Court Address**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check **XXXXXXXX** for updates. 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 connection therewith; and (iii) enter the Final Approval Order, including final approval of the Class Action Settlement Agreement and Release, and a Fee Award. It is unknown how long these decisions will take.

Where can I get more information?

This Notice summarizes the proposed Settlement. More details are in the Class Action Settlement Agreement & Release, which you can view at www.InstagramBIPAsettlement.com. You can also contact the Settlement Administrator by mail, email or phone.

Instagram Privacy Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103
EMAIL ADDRESS
PHONE NUMBER

[Unsubscribe](#)

EXHIBIT 3

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

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

If you used Instagram between while in Illinois between August 10, 2015 and [Objection/Exclusion Deadline], You May Be Entitled to a Payment from a Class Action Settlement.

A court has authorized this notice. This is not a solicitation from a lawyer.

Why have I received this notice?

A settlement has been reached in a class action lawsuit against Meta Platforms, Inc. (“Defendant”) for alleged violations of Illinois’ Biometric Information Privacy Act, 740 ILCS 14/1, et seq. (“BIPA”), based on the Defendant allegedly collecting and storing biometric identifiers and/or biometric information (collectively, “biometric data”) via Instagram without complying with BIPA’s requirements.

A Court has authorized this notice because you have a right to know about the proposed settlement of this class-action lawsuit (the “Settlement”), and your options, before the Court decides whether to give “final approval” to the Settlement. This notice summarizes the lawsuit, the proposed Settlement, and your legal rights.

Who is included in the Settlement Class?

The Settlement Class includes: All individuals who used Instagram while in Illinois at any time between August 10, 2015 and **[the Objection/Exclusion Deadline]** (the “Class Period”).

What are the benefits of the Settlement?

The Settlement provides for the establishment of a Settlement Fund in the amount of \$68,500,000.00 (Sixty-Eight Million Five Hundred Thousand Dollars), to pay for: (i) all Settlement Payments; (ii) all Settlement Administration Expenses; (iii) all Taxes and Tax Expenses; (iv) any Service Awards to the Class Representatives; and (v) any Fee Award to Class Counsel.

Each Settlement Class Member who timely files with the Settlement Administrator an Approved Claim will receive a settlement payment of a pro rata share of the Settlement Fund.

In order to receive a Settlement Payment, you must complete and submit a Claim Form by **[Claims Deadline]**. Claim Forms may be submitted online at www.InstagramBIPAsettlement.com or printed from the website and mailed to the Settlement Administrator. Claim Forms submitted by mail must be postmarked no later than **[Claims Deadline]**.

How can I exclude myself from the Settlement Class?

If you don’t want to make a claim and you don’t want to be legally bound by the Settlement, your letter requesting to be excluded must be **submitted no later than [Objection/Exclusion Deadline]**, or you will not be able to sue, or continue to sue, the Defendant about the claims and allegations in this case. Refer to the Settlement Website and the Class Notice for information and instructions on how to exclude yourself.

How can I object?

If you want to stay in the Settlement Class, but you want to object to the Settlement and/or to Class Counsel’s request for Attorneys’ Fees and Costs, your objection must be filed with the Court **no later than [Objection/Exclusion Deadline]**. Refer to the Settlement Website and the Class Notice for information and instructions on how to object.

Do I have a lawyer in this case?

Yes, the Court has appointed the law firm of Milberg Coleman Bryson Phillips Grossman PLLC to represent the

Class. These attorneys are called Class Counsel. You will not be charged for their services. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

The Court's Final Approval Hearing.

The Court has scheduled a Final Approval Hearing on **MM DD YYYY at TIME** at the **Court Address**. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check **XXXXXXXXXX** for updates. 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 connection therewith; and (iii) enter the Final Approval Order, including final approval of the Class Action Settlement Agreement and Release, and a Fee Award. It is unknown how long these decisions will take.

Where can I get more information?

This Notice summarizes the proposed Settlement. More details are in the Class Action Settlement Agreement & Release, which you can view at **XXXXXXXXXX**. You can also contact the Settlement Administrator by mail, email or phone.

Instagram Privacy Settlement
c/o Settlement Administrator
1650 Arch Street, Suite 2210
Philadelphia, PA 19103

EMAIL ADDRESS
PHONE NUMBER

EXHIBIT 4

Your claim
must be
postmarked by:
XXXXXXX

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

INS

Parris v. Meta Platforms, Inc., Case No. 2023LA000672

CLAIM FORM

I. YOUR CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form.

First Name

Last Name

Street Address

City

State

Zip Code

Email Address

Instagram Username

or

Phone Number

Associated with your Instagram Account

II. IF YOU ARE NO LONGER AN ILLINOIS RESIDENT

If you are no longer an Illinois resident, please provide the address where you resided in Illinois between August 10, 2015 and **Objection/Exclusion Deadline**.

Street Address

City

State

Zip Code

III. PAYMENT SELECTION

Virtual Prepaid Card - Enter your email address: _____

Venmo - Enter the mobile number associated with your account: ____ - ____ - ____

**Your claim
must be
postmarked by:
XXXXXXX**

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

INS

Parris v. Meta Platforms, Inc., Case No. 2023LA000672

CLAIM FORM

Zelle - Enter the mobile number or email address associated with your account:

Mobile Number: _____ - _____ - _____ or Email Address: _____

Physical Check - Payment will be mailed to the address provided above.

IV. VERIFICATION AND ATTESTATION UNDER OATH

By signing below and submitting this Claim Form, I hereby swear under penalty of perjury:

- I have lived in the state of Illinois between August 10, 2015 and **Objection/Exclusion Deadline**;
- While living in Illinois, I used Instagram; and
- That the information provided in this Claim Form is, to the best of my knowledge, true and correct, and that I have not submitted another claim in connection with this Settlement and know of no other person having done so on my behalf.

Your signature

Date: _____
MM DD YYYY

Your name

REMINDER CHECKLIST

1. Please make sure you answered all the questions on the claim form. Be sure to select only **one** payment option.
2. Please make sure that you signed and dated the claim form.
3. Please keep a copy of your completed claim form for your own records.
4. If you have any questions, please first refer to the Settlement Website, www.InstagramBIPAsettlement.com. You may also contact the Settlement Administrator by calling the toll-free number, **1-XXX-XXX-XXXX**, by email to **[Email]**, or by writing via U.S. mail addressed to Instagram Privacy Settlement c/o Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

EXHIBIT 5

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

HEATHER PARRIS and KAREN JOYCE,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 2023LA000672

Judge: Angelo J. Kappas

[PROPOSED] 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 Heather Parris and Karen Joyce (collectively, "Plaintiffs"), and Meta Platforms, Inc. ("Meta" 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 individuals who used Instagram while in Illinois at any time between August 10, 2015 and the Objection/Exclusion Deadline (the “Class Period”).

For clarity, the Class will include both minors and adults and all will be treated the same under the terms of the Settlement. Excluded from the Settlement Class are: (i) Meta; (ii) any person who was an officer or director of Meta during the Class Period; (iii) any firm or entity in which Meta has or had a controlling interest; (iv) parents, affiliates, or subsidiaries of Meta; (v) the legal representatives, agents, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such; (vi) the Court and staff (and the immediate family thereof) to whom this Action is assigned; and (vii) any other persons or entities who or which validly exclude themselves from the Settlement Class.

5. 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 1-3 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 users of Defendant's Instagram 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, 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 Parties 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 30 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. 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 30 days after the Notice Date.

17. Any Settlement Class Member who intends to object to the 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 sufficient to identify the objector's Instagram account, including but not limited to his/her Instagram username; (iv) all other information required in Section 1.3 of the Settlement Agreement identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member; (v) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (vi) 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 (vii) 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.

18. 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.

19. 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.

20. The Final Approval Hearing shall be held before the Court on **DATE** at **TIME** a.m. in Courtroom **NUMBER** 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.

21. 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 [ten (10) days prior to objection deadline].

22. 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 [ten (10) days prior to final approval hearing].

23. 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.

24. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval.

25. 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 Approval Order thereafter.

26. 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.

27. The Parties to the Settlement Agreement are directed to carry out their obligations under the terms thereof.

28. 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	14 days from Preliminary Approval Order
Fee Award Petition	10 days before Objection/Exclusion Deadline
Objection/Exclusion Deadline	30 days from Notice Date
Final Approval Motion	10 days before Final Approval Hearing
Final Approval Hearing	60 days from Notice Date

Approved and so ordered.