

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

BRIANNA BOONE, ASHLEY MCCLINTON,)
and K.F.C., a minor by and through her)
guardian, ERIN RENTFRO, on behalf of)
themselves and all others similarly situated,)
Plaintiffs,)
v.)
SNAP INC.,)
Defendant.)
_____)

Case No. 2022LA000708

**PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Plaintiffs Brianna Boone, Ashley McClinton, and K.F.C., a minor by and through her guardian, Erin Rentfro (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, hereby move this Court to:

1. Preliminarily approve the settlement described in the Settlement Agreement between Plaintiffs and Defendant Snap Inc. (“Defendant” or “Snap,” and together with Plaintiffs, the “Parties”), and the attachments thereto, including the Claim Form, Email Notice, and Long Notice, the [Proposed] Preliminary Approval Order, attached to the Memorandum of Law in Support of the Unopposed Motion for Preliminary Approval as Exhibit 1, as fair, adequate, and reasonable, and within the range of possible final approval.
2. Appoint Plaintiffs as the Settlement Class Representatives;¹
3. Appoint Plaintiffs’ counsel as Class Counsel;
4. Appoint Angeion Group as Settlement Administrator;

¹ Unless otherwise indicated, the defined terms herein shall have the same definitions as set forth in the Settlement Agreement, attached as Exhibit 1 to the Memorandum of Law in Support of the Unopposed Motion for Preliminary Approval.

5. Provisionally certify the Settlement Class under 735 ILCS 5/2-801 for settlement purposes only;

6. Approve the Parties' proposed Notice program, including the Claim Form and Notice, and confirm that it is appropriate notice and that it satisfies due process and 735 ILCS 5/2-803;

7. Direct Notice to be sent to the Settlement Class Members in the form and manner proposed as set forth in the Settlement Agreement;

8. Set a date for a Final Approval Hearing, and consideration of Class Counsel's motion for a Fee Award and Service Awards to the Settlement Class Representatives as set forth in the Settlement Agreement; and

9. Set dates for Settlement Class Members to submit claims for compensation, and to object to or exclude themselves from the Settlement, as set forth in the Settlement Agreement.

This Motion is based upon: (1) this Motion; (2) the Memorandum of Law in Support of Plaintiffs' Unopposed Motion for Preliminary Approval; (3) the Declaration of Jonathan B. Cohen; (4) the Declaration of Gary M. Klinger; (5) the Declaration of Steven Weisbrot; (6) the Declaration of Seth James Nielson; (7) the Settlement Agreement; (8) the Parties' proposed Notice program (including Claim Form, Email Notice, and Long Notice); (9) the [Proposed] Preliminary Approval Order; (10) the records, pleadings, and papers filed in this Action; and (11) upon such other documentary and oral evidence or argument as may be presented to the Court at or prior to the hearing of this Motion.

Respectfully Submitted,

DATED: August 5, 2022

By: /s/ Gary M. Klinger

Gary M. Klinger
**MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN, PLLC**
227 W. Monroe Street, Ste. 2100
Chicago, IL 60606
Tel: (866) 252-0878
gklinger@milberg.com

Jonathan B. Cohen (*pro hac vice* forthcoming)
MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC
3833 Central Ave.
St. Petersburg, FL 33713
(813) 786-8622
jcohen@milberg.com

CERTIFICATE OF SERVICE

I hereby certify that on August 5, 2022, I filed the foregoing PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT with the Clerk of the Court for the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois via the Court's CM/ECF system. A copy will be sent electronically to all counsel of record by operation of the ECF system.

By: /s/ Gary M. Klinger
Gary M. Klinger

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BRIANNA BOONE, ASHLEY MCCLINTON,)
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Plaintiffs,)

v.)

SNAP, INC.,)

Defendant.)

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Case No. 2022LA000708

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

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Plaintiffs Brianna Boone, Ashley McClinton, and K.F.C., a minor by and through her guardian, Erin Rentfro (collectively, “Plaintiffs”), individually and on behalf of all others similarly situated, by and through their undersigned counsel, respectfully submit this memorandum of law in support of their Unopposed Motion for Preliminary Approval of Class Action Settlement (“Motion”). The terms of the proposed class action settlement (the “Settlement”) are set forth in a Settlement Agreement dated August 4, 2022, attached hereto as **Exhibit 1** (the “Settlement Agreement” or “S.A.”).¹

I. INTRODUCTION

In this proposed class action, Plaintiffs allege that Snap, Inc. (“Defendant” or “Snap” and, together with Plaintiffs, the “Parties”) captures, collects, and/or stores Illinois Snapchat users’ biometric identifiers and biometric information (“biometrics”) without their informed, written consent in violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”). Specifically, Plaintiffs allege that the Lens and Filter features within the Snapchat smartphone application capture, collect, and/or store Illinois users’ biometrics without their informed written consent in violation of BIPA. Snap denies these claims and denies that any of its products collect biometrics or otherwise violate BIPA. Snap also denies that any plaintiff is permitted to file suit against it in court without Snap’s consent in light of the mandatory arbitration clause contained in Snapchat’s Terms of Service.²

Plaintiffs, individually and on behalf of the Settlement Class (as defined below), filed suit against Defendant, alleging that Defendant failed to adequately obtain their consent to capture, collect, and/or store their biometrics.

Recognizing the risks and costs of protracted litigation, the Parties engaged in settlement negotiations and private mediation with the Hon. Carl J. West (Ret.) of JAMS, a widely respected and experienced mediator. Through mediation and subsequent, extensive arm’s-length negotiations, the Parties reached an agreement that provides for significant monetary relief for the

¹ Unless otherwise indicated, the defined terms herein shall have the same definitions as set forth in the Settlement Agreement.

² Snap consents to the filing of this case for settlement purposes only.

Settlement Class. Specifically, the proposed Settlement provides a non-reversionary cash Settlement Fund of \$35 million that allows each Settlement Class Member to make a *pro rata* claim from the Settlement Fund. This is an outstanding result. This Settlement was reached by the undersigned counsel only after developing a comprehensive understanding of the merits of the case and in order to eliminate the risk and uncertainty of continued arbitral claims, proceedings in this Court and in future appeals, as well as the ongoing litigation risks described herein.

Pursuant to the Parties' Settlement Agreement, Plaintiffs now respectfully request that this Court: (1) preliminarily approve the Parties' Settlement as fair, adequate, reasonable, and within the reasonable range of possible final approval; (2) appoint Plaintiffs Brianna Boone, Ashley McClinton, and K.F.C., a minor by and through her guardian, Erin Rentfro, as Settlement Class Representatives; (3) appoint Plaintiffs' counsel Jonathan B. Cohen and Gary M. Klinger of Milberg Coleman Bryson Phillips Grossman PLLC as Class Counsel; (4) appoint Angeion Group as Settlement Administrator; (5) provisionally certify the Settlement Class under 735 ILCS 5/2-801 for settlement purposes only; (6) approve the Parties' proposed Notice program, including the Claim Form and Notice, and confirm that it is appropriate notice and that it satisfies due process and 735 ILSC 5/2-803; (7) direct Notice to be sent to the Settlement Class Members in the form and manner proposed as set forth in the Settlement Agreement; (8) set a date for a Final Approval Hearing; (9) set deadlines for Settlement Class Members to submit claims for compensation, and to object to or exclude themselves from the Settlement; and (10) set a date for consideration of Class Counsel's motion for a Fee Award and Service Awards to the Settlement Class Representatives as set forth in the Settlement Agreement.

II. CASE SUMMARY

A. Illinois' Biometric Information Privacy Act

BIPA prohibits private entities from collecting, capturing, purchasing, receiving through trade, or otherwise obtaining a person's biometric information unless it: (1) informs that person in writing that biometric identifiers and information will be collected and/or stored; (2) informs the person in writing of the specific purpose and length for which the biometric identifiers or

information is being collected, stored, or used; (3) receives a written release from the person for the collection of that data; and (4) publishes publicly available written retention schedules and guidelines for permanently destroying said data. 740 ILCS 14/15(a)-(b). In addition, “[n]o private entity in possession of a biometric identifier or biometric information may sell, lease, trade, or otherwise profit from a person’s or a customer’s biometric identifier or biometric information.” 740 ILCS 14/15(c). The statute defines “biometric identifier” to mean “a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.” 740 ILCS § 14/10. “Biometric information” means “any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual.” *Id.*

B. Snap’s Technology

Snap is a camera and social media company that owns Snapchat, a mobile application that allows users to exchange photos and videos via their smartphones. Snapchat includes two popular features that allow users to manipulate their images and videos. Specifically, Plaintiffs allege that users of the app can use the “Lenses” feature to add special effects to their Snapchat images and the “Filters” feature to overlay images onto a preexisting image framework. Plaintiffs further allege that, to accomplish these effects, Snapchat uses a smartphone’s camera to plot the contours of a user’s face and create a digital reference map that connects facial landmarks via 93 points of the user’s unique facial characteristics. Plaintiffs allege that the app can then manipulate the spaces between the reference points to change the appearance of the image.

Within their Complaint, Plaintiffs allege that the scanning of a user’s face and the mapping of the face’s unique geometric characteristics constitutes the collection of a “biometric identifier,” as defined by 740 ILCS 14/5. Plaintiffs also allege that Snap does not make the required disclosures or maintain a publicly available written policy that establishes a retention schedule or guidelines for permanently destroying biometric identifiers or biometric information.

Snap denies these claims and contends that its Lenses and Filters features are powered by object recognition technology. Object recognition allows the camera to recognize that a shape that looks like a face (or eyes, or ears, or a nose, etc.) appears on the screen, but it does not identify the face (or any facial features) as belonging to any specific person. Snap also contends that the object recognition data is maintained only on a user's own device and is deleted from the device when a user closes the Snapchat application.

C. Procedural History and Summary of the Negotiations

On November 17, 2020, Plaintiffs' counsel filed a putative class action against Snap styled as *K.F.C. v. Snap Inc.*, Case No. 2020L156, in the Circuit Court for the First Judicial Circuit of Williamson County, Illinois, alleging, *inter alia*, that the Lens and Filter features within the Snapchat smartphone application capture, collect, and/or store Illinois users' biometric identifiers and biometric information without their informed written consent in violation of BIPA. See Declaration of Jonathan B. Cohen, attached hereto as **Exhibit 2** ("Cohen Decl."), ¶ 16.

On January 6, 2021, Snap removed the case to the U.S. District Court for the Southern District of Illinois³ and, on February 12, 2021, filed a Motion to Compel Arbitration and Dismiss, or in the Alternative, Stay Claims.⁴ Cohen Decl., ¶ 17. In that motion, Snap claimed that all Snapchat users are subject to the application's Terms of Service, which included an arbitration provision specifying that all statutory claims and disputes must be resolved by binding arbitration on an individual basis through the American Arbitration Association ("AAA") and governed by the AAA Consumer Arbitration Rules. The plaintiffs opposed Snap's motion to compel⁵ but, on June 10, 2021, the court ultimately granted the motion to compel, compelled the plaintiffs to individual arbitration, and dismissed their case without prejudice.⁶ Cohen Decl., ¶ 18.

³ *Clark v. Snap, Inc.*, Case No. 3:21-CV-00009 (S.D. IL).

⁴ *Id.*, Dkt. 25.

⁵ *Id.*, Dkt. 37.

⁶ *Id.*, Dkt. 51.

On July 6, 2021, the plaintiffs filed their Notice of Appeal of the decision granting Snap's motion to compel⁷ and subsequently briefed and, on January 7, 2022, argued their appeal before the U.S. Court of Appeals for the Seventh Circuit. Cohen Decl., ¶ 19. On March 24, 2022, the Seventh Circuit entered its Opinion upholding the Southern District of Illinois' decision compelling individual arbitration. *Id.*

In January 2022, Plaintiffs' counsel informed Snap's counsel that Plaintiffs' counsel had been retained by several thousand Snap users and that they intended to pursue arbitration against Snap on behalf of each of these claimants. Cohen Decl., ¶ 20. Following discussions between the Parties, Plaintiffs' counsel and Snap agreed that Plaintiffs' counsel would file ten individual arbitrations, which would serve as bellwether cases testing the merits of the allegations that Snapchat's Lens and Filter features capture, collect, and/or store Illinois users' biometrics without their informed written consent in violation of BIPA. *Id.* On January 6, 2022, Plaintiffs' counsel filed demands for ten individual arbitrations⁸ against Snap as previously agreed. *Id.*, ¶ 21. Following the filing of those demands with ADR Services, Inc.,⁹ Plaintiffs' and their counsel spent significant time and money litigating these bellwether cases before ADR Services, Inc. *Id.*, ¶ 22. Individual arbitrators were researched, struck, and ranked by the parties to each bellwether case, case management conferences were held, schedules and deadlines were negotiated and submitted by the parties, arbitration hearings were scheduled to begin in August 2022, and discovery requests and responses were prepared and exchanged. *Id.* Additionally, Plaintiffs' expert was provided the iOS and Android source code for Snapchat and performed an independent and thorough review of the same. *Id.*, ¶ 23. Accordingly, Plaintiffs and their counsel engaged in extensive discovery to evaluate the merits of the claims at issue before entering the Settlement.

⁷ *Id.*, Dkt. 53.

⁸ These arbitration demands were filed on behalf of claimants Brianna Boone, Ashley McClinton, Brianna Hoover, Shawn Meyer, Amourae Porter, Tamara Richardson, Candace Roberts, Bobby Sanchez, Asia Wheeler, and Heidi Zacharias. The first of the arbitrations to be initially scheduled for hearing was for Ms. Boone, and she provided substantial discovery to Snap.

⁹ On November 15, 2021, Snap revised its Terms of Service to require individual arbitration before ADR Services, Inc. rather than AAA.

Prior to the scheduled arbitration hearings, the Parties engaged in settlement negotiations in recognition of the risks, uncertainties and costs of protracted litigation. Cohen Decl., ¶ 24. To facilitate their negotiations, the Parties agreed to use the experienced and widely respected mediator Hon. Carl. J. West (Ret.) of JAMS. *Id.* Judge West has extensive experience in class action mediation. *Id.* On June 29, 2022 the Parties attended a full-day mediation via Zoom with Judge West. *Id.* While the Parties made significant progress toward resolving the case, material issues remained unresolved. *Id.* The Parties continued to engage in good-faith efforts to resolve the matter with the assistance of Judge West. *Id.* Eventually, on July 12, 2022, the Parties resolved the differences between their respective positions on certain outstanding issues and came to agreement regarding the material terms of the Settlement. *Id.* The Parties continued negotiating the finer points of the Settlement Agreement, diligently drafting and finalizing the Settlement, Notice and Claim Forms, and drafting the motion for preliminary approval for presentment to the Court. *Id.*, ¶¶ 24-26.

The operative Complaint before the Court is brought on behalf of Plaintiffs and all Illinois residents who used Lenses or Filters offered by Snap between November 17, 2015 and the present (the “Class Period”). Cohen Decl., ¶ 27. Plaintiffs allege causes of action for: (1) violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/15(a); and (2) violation of the Illinois Biometric Information Privacy Act, 740 ILCS 14/15(b). *Id.* Plaintiffs’ operative Complaint seeks an order for statutory damages, equitable relief, litigation expenses and attorneys’ fees, and such other relief as the Court deems just and proper. *Id.*

III. SUMMARY OF THE SETTLEMENT

A. The Settlement Class

The Settlement negotiated on behalf of the Class provides that Defendant will contribute \$35 million to a non-reversionary common fund (the “Settlement Fund”) into an Escrow Account to be paid within thirty days of the last of the following to occur: (1) the Settlement becoming Final; and (2) receipt by Snap’s counsel of complete payment instructions, including a completed W-9 form.” Cohen Decl., ¶ 28. The Settlement Amount includes payment to the Settlement Class,

Plaintiffs' counsel (as approved by the Court), the Settlement Administrator, and any other costs. *Id.*; S.A. Sec. 4.1.

The Settlement Class:

The Settlement Class is defined as:

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

Cohen Decl., ¶ 29; S.A., Sec. 3.3. The Settlement Class specifically excludes: (i) Defendant; (ii) members of the immediate families of any Defendant who is an individual; (iii) any person who was an officer or director of Snap during the Class Period; (iv) any firm or entity in which any Defendant has or had a controlling interest; (v) parents, affiliates, or subsidiaries of Snap; (vi) the legal representatives, agents, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such; (vii) the Court and staff (and the immediate family of) to whom this case is assigned; and (viii) any persons or entities who or which exclude themselves by submitting a timely and valid request for exclusion that is accepted by the Court.

Cohen Decl., ¶ 29; S.A., Sec. 3.3. The Settlement Class includes approximately 3.8 million Illinois residents who used the Lenses or Filters features of Snapchat during the Class Period. Cohen Decl., ¶ 30.

B. The Settlement Benefits

The Settlement provides for significant monetary relief to the Settlement Class in exchange for the Settlement Class releasing all Released Claims, including those based on or relating to Snap's alleged collection of biometric identifiers. *See* section B(2), *infra*.

1. Monetary Relief

The Settlement Payments will be distributed to the Settlement Class on a claims-made basis. Each Settlement Class Member who submits a valid Claim Form will be entitled to receive his or her *pro rata* share of the Settlement Fund, based on the maximum settlement amount available to be distributed to Settlement Class Members. S.A., Sec. 4.2.

2. The Release of Claims by the Settlement Class

In exchange for the Settlement benefits, Settlement Class Members will release as against Defendant and any and all of the Released Parties (as defined in the Settlement Agreement), any and all claims and causes of action of every nature and description, whether known or unknown (including “Unknown Claims” as defined in the Settlement Agreement), contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that the Plaintiffs or any other Member of the Settlement Class: (a) asserted in the Litigation; or (b) could have asserted in the Litigation or any forum that arise out of, are based upon, or relate to Snap’s alleged collection of biometric information or identifiers. Cohen Decl., ¶ 31; S.A., Sec. 5.1. The Settlement Class’s release will not encompass claims to enforce the Settlement. Cohen Decl., ¶ 31; S.A., Sec. 5.1. The Settlement Class also agrees that, on a going forward basis, Snap’s in-application notice, substantially in the form attached to the Settlement Agreement at Exhibit G, shall be sufficient to comply with BIPA’s requirements. S.A., Sec. 8.1.

C. Notice and Claims Process

1. Notice

Subject to Court approval, the Parties have agreed to use Angeion Group as the Settlement Administrator. Cohen Decl., ¶ 32; S.A., Sec. 2.28. As part of the Settlement, Defendant will fund the reasonable costs of Notice to the Settlement Class and settlement administration, which will be paid from the Settlement Fund. Cohen Decl., ¶ 33; S.A., Sec. 4.1. Within fourteen (14) days after the entry of the Preliminary Approval Order (“Notice Date”) and to be substantially completed not later than twenty-one (21) days after entry of the Preliminary Approval Order, and subject to the requirements of the Settlement Agreement and the Preliminary Approval Order, the Settlement Administrator will provide Notice to the Settlement Class via email to the email addresses in Defendant’s possession. Cohen Decl., ¶ 34; S.A., Sec. 2.18. In addition, Defendant

will create and post an in-app notice informing Illinois Snapchat users Snap is permitted to message of the Settlement. Cohen Decl., ¶ 39; S.A., Sec. 8.1.

In furtherance of Notice, the Settlement Administrator will also conduct a social media campaign using the leading social media platforms in the United States, including Facebook, Instagram, Twitter, Reddit, and TikTok. See Declaration of Steve Weisbrot, attached hereto as **Exhibit 3** (“Weisbrot Decl.”). The social media campaign will use an interest-based approach focusing on the interests that users exhibit while on the social media platforms, capitalizing on the Target Audience’s propensity to engage in social media (88.64% of the Target Audience have used social media in the last 30 days). Weisbrot Decl., ¶ 28. This campaign will also utilize specific tactics to further qualify and deliver impressions to the Target Audience and will specifically target the state of Illinois. *Id.*, ¶ 29. In addition, the social media campaign will engage with the Target Audience via a mix of news feed and story units to optimize performance via desktop sites, mobile sites, and mobile apps. *Id.*, ¶ 30.

The Settlement Administrator will also be responsible for creating a Settlement Website and shall maintain and update the website throughout the claim period, with the forms of Short Notice, Long Notice, Claim Form, and Exclusion Form approved by the Court, as well as the Settlement Agreement, the operative Complaint, and any other materials agreed upon or requested by the Court. Cohen Decl. ¶ 35; Weisbrot Decl., ¶ 38; S.A., Sec. 7.2. Settlement Class Members will be able to submit Claim Forms through the Settlement Website. Cohen Decl. ¶ 36; Weisbrot Decl., ¶ 38; S.A., Sec. 2.3, 7.2.

The Settlement Administrator will also create and maintain a toll-free telephone number, which will be a help line featuring an interactive voice response (“IVR”) system providing Settlement Class Members with additional information about the Settlement. Cohen Decl. ¶ 37;

Weisbrot Decl., ¶ 39. The Settlement Administrator also will provide copies of the Long Notice, paper Claim Form, paper Exclusion Form, and Settlement Agreement upon request. Cohen Decl. ¶ 37; S.A., Sec. 2.3.

2. Claims, Objections, and Requests for Exclusion

The timing of the claims process is structured to ensure that all Settlement Class Members have adequate time to review the terms of the Settlement Agreement, submit a Claim Form, and decide whether they would like to opt-out or object. Cohen Decl. ¶ 40. Settlement Class Members will have 75 days from the Notice Date to submit their Claim Forms to the Settlement Administrator, either by mail or online. Cohen Decl. ¶ 41; S.A., Sec. 2.2. The Settlement Administrator shall determine whether a Claim Form submitted by a Class Member is an Approved Claim and may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form. Cohen Decl. ¶ 41; S.A., Sec. 2.1. 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. Cohen Decl. ¶ 41; S.A., Sec. 2.1. 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. Cohen Decl. ¶ 41; S.A., Sec. 2.1. 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. Cohen Decl. ¶ 41; S.A., Sec. 2.1. Approved Claims will be paid within 60 days of the Effective Date. Cohen Decl. ¶ 41; S.A., Sec. 7.3.

Any Settlement Class Member who wishes to opt out of the Settlement will have until 45 days after the Notice Date to provide written notice that they would like to be excluded from the Settlement Class. Cohen Decl. ¶ 42; S.A., Sec. 2.19, 9.1. Each person wishing to opt out of the Settlement Class shall send an individual, written letter providing: (a) their full legal name, (b) Snapchat username, (c) email address, (d) a personal attestation that they have lived in the state

of Illinois for at least 183 days (6 months) during the Class Period, and during the time they lived in Illinois, used Snapchat's Lenses or Filters, and (d) at least one Illinois address at which they resided during the Class Period. Cohen Decl. ¶ 42; S.A., Sec. 9.2. The letter must be signed by the Settlement Class Member who is opting out and mailed on an individual basis via U.S. Mail to Class Counsel and the Settlement Administrator. Cohen Decl. ¶ 42; S.A., Sec. 9.2. The written notice must clearly manifest the Settlement Class Member's personal intent to opt out of the Settlement Class. Cohen Decl. ¶ 42; S.A., Sec. 9.2. A request to be excluded that is not sent individually to the required recipients designated in the Class Notice, or that is not postmarked within the time specified, shall be deemed invalid. S.A., Sec. 9.2.

Similarly, Settlement Class Members who wish to object to the terms of the Settlement Agreement must do so in writing and must send their objection to the Settlement Administrator 45 days from the Notice Date. Cohen Decl. ¶ 43; S.A., Sec. 10.1. The written objection must include: (a) the objector's full name, address, email address, and current telephone number; (b) the case name and docket number; (c) information identifying the objector as a Settlement Class Member, including proof that the objector is a Member of the Settlement Class;¹⁰ (d) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (e) 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; (f) the identity of any and all counsel representing the objector in connection with the objection; (g) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (h) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. Cohen Decl. ¶ 43; S.A., Sec. 10.2. To be timely, written notice of an objection in the appropriate form must be mailed, with a postmark date no later than the Objection/Exclusion Deadline, to putative Class Counsel and Defendant's Counsel. Cohen Decl. ¶ 43; S.A., Sec. 10.2, 10.3. The objector or his

¹⁰ i.e., (a) their full legal name; (b) Snapchat username; (c) email address; (d) personally attest that they have lived in the state of Illinois for at least 183 days (6 months) during the Class Period, and during the time they lived in Illinois, used Snapchat's Lenses or Filters; and (d) at least one Illinois address at which they resided during the Class Period.

or her counsel may also file Objections with the Court through the Court's ECF system, with service on putative Class Counsel and Defendants' Counsel made through the ECF system. Cohen Decl. ¶ 43; S.A., Sec. 10.1.

D. Attorneys' Fees, Costs, and Service Awards

The Parties did not discuss the payment of attorneys' fees, costs, expenses ("Fee Award" as defined in the Settlement Agreement) and/or Service Awards to the putative Settlement Class Representatives until after the substantive terms of the Settlement had been agreed upon. Cohen Decl. ¶ 44.

Plaintiffs' counsel's attorneys' fees and expenses, as awarded by the Court, will be paid from the Settlement Fund upon a Fee Award by the Court. Cohen Decl. ¶ 45; S.A., Sec. 4.1, 14.3. If the Fee Award is lowered or the Settlement is disapproved by a final non-appealable order any funds paid to Plaintiffs' counsel for attorneys' fees and expenses will be refunded to the Escrow Account, plus accrued interest at the same rate as earned by the Escrow Account. Cohen Decl. ¶ 45; S.A., Sec. 14.4. The Settlement is not conditioned upon any Fee Award to Plaintiffs' counsel, and any objection to or appeal from such a Fee Award will not affect the finality of the Settlement or the judgment of dismissal. Cohen Decl. ¶ 45; S.A., Sec. 14.4.

Defendant has agreed that it will not oppose any request for a Fee Award in an amount not to exceed 35% of the Settlement Fund, subject to the Court's approval. Cohen Decl. ¶ 46; S.A., Sec. 14.2.

The Settlement Agreement also provides for a reasonable Service Award to each Plaintiff in the amount of \$2,000. Cohen Decl. ¶ 47; S.A., Sec. 14.5. The Service Award is meant to compensate Plaintiffs for their efforts which include maintaining contact with Plaintiffs' counsel, assisting in the investigation of the case, reviewing pleadings, remaining available for consultation throughout the mediation, answering Plaintiffs' counsel's many questions, providing information and documents in connection with discovery requests in their individual arbitrations, and reviewing the Settlement Agreement. Cohen Decl. ¶ 47. Plaintiffs will submit a request for a Fee

Award and Service Awards prior to the Final Fairness Hearing by way of a separate motion. Cohen Decl. ¶ 47; S.A., Sec. 14.2.

IV. ARGUMENT

“Certification of a class action in Illinois is governed by section 2-801 of the Code.” *Lee v. Buth-Na-Bodhaige, Inc.*, 2019 IL App (5th) 180033 at ¶ 52 (Ill. App. Ct. 2019). Section 2-801 contains four prerequisites in order to maintain a class action: “(1) the class is so numerous that joinder of all members is impracticable, (2) there are questions of fact or law common to the class that predominate over any questions affecting only individual members, (3) the representative parties will fairly and adequately protect the interests of the class, and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.” *Lee*, 2019 IL App (5th) 180033 at ¶¶ 52–53.

For a class action settlement agreement to be approved, “[t]he proponents of a class settlement must show that the compromise is fair, reasonable, and in the best interest of all who will be affected by it, including absent class members.” *Id.* at ¶ 54. “Class action settlements are reviewed on a case-by-case basis, with consideration of several factors, including the strength of plaintiffs’ case balanced against the money and relief offered in the settlement; the defendant’s ability to pay; the complexity, length, and expense of further litigation; the amount of opposition to the settlement; the presence of collusion in reaching the settlement; the class members’ reaction to the settlement; the opinion of competent counsel; and the stage of proceedings and amount of discovery completed. [citation omitted]. In considering these factors, the circuit court should not turn the approval hearing into a trial on the merits. [citation omitted].” *Id.* at ¶ 56.

Because the Illinois state class action statute is patterned after Rule 23 of the Federal Rules of Civil Procedure, “federal decisions interpreting Rule 23 are persuasive authority with regard to the question of class certification in Illinois.” *Smith v. Illinois Central R.R. Co.*, 223 Ill. 2d 441, 447-48, 307 Ill. Dec. 678, 682, 860 N.E.2d 332, 336 (2006). The Manual for Complex Litigation describes a three-step process for approving a class action settlement: (1) preliminary approval of the proposed settlement; (2) dissemination of notice of the settlement to class members; and (3) a

final approval hearing. *See* Manual for Complex Litigation §21.63 (4th ed. 2004). “The initial examination is a bit less strenuous than the final fairness assessment—at the early stage, the Court need only determine whether the settlement is ‘within the range of possible approval.’” *Wyms v. Staffing Sols. Se., Inc.*, 15-CV-0643-MJR-PMF, 2016 WL 6395740, at *4 (S.D. Ill. Oct. 28, 2016) (quoting *Gautreaux v. Pierce*, 690 F.2d 616, 621 n.3 (7th Cir. 1982)). “The purpose of the initial hearing is to ascertain whether there is any reason to notify the class members of the proposed settlement and proceed with a fairness hearing.” *Cook v. McCarron*, 92 C 7042, 1997 WL 47448, at *7 (N.D. Ill. Jan. 30, 1997) (citation omitted). Once the settlement is found to be “within the range of possible approval” at the initial fairness hearing, the final approval hearing is scheduled and notice is provided to the class. *Id.*

A. The Settlement Class Should Be Certified for Settlement Purposes.

Deciding whether to grant class certification is soundly within the discretion of the circuit court, and “[i]n exercising its discretion, **the court should err in favor of granting class certification.**” *Bueker v. Madison County*, 2016 IL App (5th) 150282¶ 22, 61 N.E.3d 237, 248 (emphasis added).

Moreover, class actions under BIPA, including cases involving similar social media applications, are regularly certified for settlement. *See, e.g., In re Facebook Biometric Info. Priv. Litig.*, 326 F.R.D. 535 (N.D. Cal. 2018), *aff’d sub nom. Patel v. Facebook, Inc.*, 932 F.3d 1264 (9th Cir. 2019); *see also In re TikTok, Inc., Consumer Priv. Litig.*, 565 F. Supp. 3d 1076 (N.D. Ill. 2021); *Zhirovetskiy v. Zayo Group, LLC*, 17-CH09323 (Cook Cnty.); *Sharrieff v. Raymond Mgmt. Co., Inc. d/b/a The Raymond Group*, 18-CH-01496 (Cook Cnty.); *Roach v. Walmart Inc.*, 2019-CH-01107 (Cook Cnty.); *Marshall v. Life Time Fitness, Inc.*, 17-CH14262 (Cook Cnty.); *Davis v. Heartland Employment Services*, 2019-CV-00680 (N.D. Ill); *Sanchez v. Elite Labor Services d/b/a Elite Staffing, Inc. and Visual Pak Company*, 2018CH02651 (Cook Cnty.). This case is no different.

Here, the proposed Settlement Class meets the standards for certification; the proposed Settlement is an outstanding result for Settlement Class Members and well within the range of

possible approval; and the Notice program proposed by the Parties meets all requirements of due process and 735 ILCS 5/2-801, *et seq.* Thus, this Court should grant preliminary approval.

1. The Settlement Class Members Are So Numerous That Joinder Is Impracticable.

Section 801(1) requires that a class be “so numerous that joinder of all members is impracticable. 735 ILCS 5/2-801(1). “A class of forty generally satisfies the numerosity requirement.” *See Savanna Group, Inc. v. Trynex, Inc.*, 2013 WL 66181, *4 (N.D. Ill. 2013). Here, there are approximately 3.8 million Settlement Class Members. Joinder, therefore, is clearly impracticable, and the Settlement Class thus easily satisfies the numerosity requirement.

2. Questions of Law and Fact Are Common to the Settlement Class Members.

Section 801(2) requires “questions of fact or law common to the class.” 735 ILCS 5/2-801(2). “The statutory requirement [for section 801(2)] is met where (1) there are questions of fact or law common to the class and (2) these common questions predominate over questions affecting only individual members of the class.” *Hall v. Sprint Spectrum, L.P.*, 376 Ill.App.3d 822, 831, 315 Ill. Dec. 446, 876 N.E.2d 1036 (2007). “In order to satisfy the second requirement of section 2–801 . . . it must be shown that successful adjudication of the purported class representatives individual claims will establish a right of recovery in other class members.” *Hall*, 376 Ill. App. 3d at 831 (internal citations omitted). A case presents common questions when a defendant has engaged in the same or similar course of conduct. *See Clark*, 343 Ill. App. 3d at 548; *Hall*, 376 Ill. App. 3d at 831.

Here, commonality is satisfied because the circumstances of each particular Settlement Class Member retain a common core of factual or legal issues with the rest of the Settlement Class. Plaintiffs’ claims center on whether Defendant captures, collects, and/or stores Illinois users’ biometrics without their informed written consent in violation of BIPA. For example, issues common to all Settlement Class Members include:

- whether Defendant collected or stored the biometrics of the Settlement Class;

- whether Defendant informed the Settlement Class in writing that biometrics were being collected or stored;
- whether Defendant informed the Settlement Class in writing of the specific purpose and length of term for which biometrics were being collected or stored; and
- whether Defendant developed a publicly available written policy establishing a retention schedule and guidelines for permanently destroying biometrics when the initial purpose for collecting or storing such identifiers has been satisfied, or within 3 years of the individual’s last interaction with Defendant.

These common questions, and others alleged by Plaintiffs in their operative Complaint, are central to the causes of action brought here and can be addressed on a class-wide basis because they all tie back to the same common nucleus of operative facts—Snap’s alleged collection and storage of consumer’s biometrics. *See Clark*, 343 Ill. App. 3d at 548; *Bueker*, 2016 IL App (5th) 150282 at ¶ 27. Thus, Plaintiffs have met the commonality requirement of 801(2).

3. The Adequacy Requirement Is Satisfied.

Adequate representation has two components: (1) adequacy of the named plaintiffs; and (2) adequacy of the named plaintiffs’ attorneys. “In considering the adequacy of representation, the test is whether the interests of those who are parties are the same as those who are not joined and whether the litigating parties fairly represent those who are not joined.” *Lee*, 2019 IL App. (5th) 180033, ¶ 63 (citing *Miner*, 87 Ill. 2d at 14, 56 Ill. Dec. 886, 428 N.E.2d 478). In this consideration, a court must ensure that the “plaintiff’s claim must not be antithetical to those of other class members, and plaintiff’s interests must not appear collusive.” *Id.* “The representation by the class representative must protect the due process rights of the class members, including the right to be represented by a lawyer who is qualified, experienced, and generally able to conduct the proposed litigation.” *Id.*; *see also Retired Chicago Police Association*, 7 F.3d 584, 598 (7th Cir. 1993).

First, there is no conflict between Plaintiffs and the Settlement Class Members. Plaintiffs were allegedly harmed in the same way as all Settlement Class Members when Defendant

collected, retained, and failed to disclose the retention, collection, and destruction of retained biometrics. Plaintiffs and all Settlement Class Members seek relief for injuries arising out of the same practices and omissions of Defendant regarding the alleged collection and retention of their biometrics. In light of this common event and injury, the Plaintiffs have every incentive to vigorously pursue the class claims and no conflict exists.

Additionally, Plaintiffs' counsel here is "qualified, experienced, and generally able to conduct the proposed litigation." *Steinberg v. Chicago Med. Sch.*, 69 Ill.2d 320, 339 (1977). Putative Class Counsel are also well qualified to represent the Settlement Class. They have extensive experience in BIPA, data privacy, and consumer class actions. *See* Cohen Decl., ¶¶ 6-15; *see also* Declaration of Gary M. Klinger ("Klinger Decl."), attached hereto as **Exhibit 4**; ¶¶ 2-17. The results obtained by this Settlement further confirm counsel's adequacy. Thus, Plaintiffs and putative Class Counsel adequately represent the interests of the Settlement Class.

4. The Class Action Procedure Is the Superior Method for the Fair and Efficient Adjudication of the Controversy

As the Illinois Supreme Court indicated in *Steinberg*, satisfaction of the first three prerequisites largely fulfills the final requirement. *Steinberg*, 69 Ill.2d at 337-38; *see also Clark*, 343 Ill. App. 3d 538, 552 ("Initially, our holding that the first three prerequisites of section 2-801 of the Code of Civil Procedure have been established makes it evident that the fourth requirement has been fulfilled."); *Bueker*, 2016 IL App (5th) 150282, ¶ 48 ("Where the first three prerequisites for the maintenance of a class action are established, it is evident that the fourth requirement has been fulfilled as well."). Here, the Plaintiffs and Settlement Class Members are similar; the common claims share the same factual and/or legal foundation; and the class action mechanism is a superior method for resolving the claims of the Settlement Class. Class certification ensures uniformity in resolving the same and similar claims. Moreover, judicial economy would suffer if court systems throughout the country and throughout Illinois were forced to hear hundreds or thousands of separate lawsuits, each presenting common factual and legal questions as to compliance with BIPA. *See Hall*, 376 Ill. App. 3d 822 at 834 ("In this case, litigating the individual

lawsuits would be a waste of judicial resources, and addressing the common issues in one class action would aid judicial administration.”); *see also Clark*, 343 Ill.App.3d at 552. The Court should therefore find that Plaintiffs have satisfied their burden of establishing the final “appropriateness” element under section 801(4).

Plaintiffs have established that the facts and circumstances of this case satisfy the required factors of numerosity; commonality/predominance; adequacy of representation; and appropriateness. *See supra*. Accordingly, the Plaintiffs respectfully request that the Court certify the proposed Settlement Class.

B. The Settlement Should Be Approved as Fair, Reasonable and Adequate.

“Class action settlements are reviewed on a case-by-case basis, with consideration of several factors, including [1] the strength of plaintiffs’ case balanced against the money and relief offered in the settlement; [2] the defendant’s ability to pay; [3] the complexity, length, and expense of further litigation; [4] the amount of opposition to the settlement; [5] the presence of collusion in reaching the settlement; [6] the class members’ reaction to the settlement; [7] the opinion of competent counsel; and [8] the stage of proceedings and amount of discovery completed.” *Lee* 2019 IL App (5th) 180033, ¶ 56. “In considering these factors, the circuit court should not turn the approval hearing into a trial on the merits.” *Id.* “Where the procedural factors support approval of a class settlement, there is a presumption that the settlement is fair, reasonable, and adequate.” *Lebanon Chiropractic Clinic, P.C. v. Liberty Mut. Ins. Co.*, 2016 IL App (5th) 150111-U

As the Seventh Circuit has recognized, courts strongly favor and encourage settlement, particularly in class actions and other complex matters, where the inherent costs, delays, and risks of continued litigation might otherwise overwhelm any potential benefit the class could hope to obtain:

It is axiomatic that the federal courts look with great favor upon the voluntary resolution of litigation through settlement. In the class action context in particular, there is an overriding public interest in favor of settlement. Settlement of the complex disputes often involved in class actions minimizes the litigation expenses of both parties and also reduces the strain such litigation imposes upon already scarce judicial resources.

Armstrong v. Bd. of Sch. Dirs. of the City of Milwaukee, 616 F.2d 305, 312-13 (7th Cir. 1980) (citations and quotations omitted), *overruled on other grounds by Felzen v. Andreas*, 134 F.3d 873 (7th Cir. 1998); *see also Isby v. Bayh*, 75 F.3d 1191, 1196 (7th Cir. 1996) (“Federal courts naturally favor the settlement of class action litigation.”); 4 *Newberg on Class Actions* § 11.41 (4th ed. 2002) (citing cases).

A class-action settlement may be approved if the settlement is “fair, reasonable, and adequate.” *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 345 (N.D. Ill. 2010). “Approval of a class action settlement is a two-step process.” *In re Northfield Labs., Inc. Sec. Litig.*, No. 06 C 1493, 2012 WL 366852, at *5 (N.D. Ill. Jan. 31, 2012) citing *In re AT&T*, 270 F.R.D. at 346. “First, the court holds a preliminary, pre-notification hearing to consider whether the proposed settlement falls within a range that could be approved.” *Id.* “If the court preliminarily approves the settlement, the class members are notified.” *Id.*

The second step in the process, occurring only after notice has issued to the class, is a final fairness hearing. *In re Northfield Labs.*, 2012 WL 366852, at *5 (“Second, the court holds a fairness hearing and considers, among other things, any objections filed by class members.”); *see also* MANUAL FOR COMPLEX LITIGATION, § 21.633-34. As explained below, consideration of the relevant factors supports preliminarily approving the Settlement and issuing notice.

1. Highly Skilled Counsel for All Parties Endorse This Settlement.

By their very nature, because of the many uncertainties of outcome, difficulties of proof, and lengthy duration, class actions readily lend themselves to compromise. Indeed, there is an “overriding public interest in favor of settlement,” particularly in class actions that have the well-deserved reputation as being most complex. *In re Sears, Roebuck & Co. Front-loading Washer Prod. Liab. Litig.*, No. 06 C 7023, 2016 WL 772785, at *6 (N.D. Ill. Feb. 29, 2016); *see also Armstrong*, 616 F.2d at 313. This matter is no exception.

Putative Class Counsel is competent and experienced in class actions, particularly complex class actions of this kind, and are intimately familiar with the strengths and weaknesses of the claims and defenses. Using that litigation experience and their intimate knowledge of the facts of

the case and the legal issues facing the Settlement Class Members, putative Class Counsel is capable of making, and did make, well informed judgments about the value of the claims, the time, costs and expense of protracted litigation, discovery, and appeals, and the adequacy of the Settlement reached.

Here, the Parties entered into the Settlement only after both sides were fully apprised of the facts, risks, and obstacles involved with protracted litigation. Cohen Decl., ¶ 26; S.A., Sec. 1.11. At the outset of their investigation, putative Class Counsel conducted extensive research regarding the Plaintiffs' claims, namely, the technical features of Snapchat's Lens and Filter features and how they may implicate BIPA. Cohen Decl., ¶ 26. Plaintiffs' counsel also propounded discovery requests during the arbitration proceedings referenced above, which contributed to the Parties' understanding of the issues in contention. Cohen Decl., ¶ 26; S.A., Sec. 1.6. The culmination of that process led to an agreement by the Parties to mediate the case with respected mediator Judge Carl J. West (Ret.). Cohen Decl., ¶¶ 24, 27; S.A., Sec. 1.7. Prior to mediation, the Parties fully briefed the relevant issues. Cohen Decl., ¶ 26. Defendant further allowed Plaintiffs' counsel's expert to thoroughly review and evaluate the iOS and Android source code for Snapchat, a sensitive trade secret, to promote informed discussion of a potential settlement. Cohen Decl., ¶¶ 23, 26; S.A. Sec. 1.6. But even after reaching an agreement on the central terms of any settlement, the Parties continued negotiating the finer points of the Settlement Agreement until the agreement before this Court was reached. Cohen Decl., ¶ 26. As such and considering counsel's extensive experience in privacy litigation and class actions (*see, e.g.*, Cohen Decl., ¶¶ 6-15; Klinger Decl., ¶¶ 2-17), the Parties were able to enter into settlement negotiations with a full understanding of the strengths and weaknesses of the case, as well as the potential value of the claims. *See In re Capital One TCPA Litig.*, 80 F. Supp. 3d 781, 793 (N.D. Ill. 2015) (granting preliminary approval to privacy class settlement where the parties exchanged discovery over a six-month period and then mediated the case to reach a settlement).

In a case where experienced counsel represent the class, the Court "is entitled to rely upon the judgment of the parties' experienced counsel." *In re Capital One TCPA Litig.*, 80 F. Supp. 3d

at 792; *Armstrong*, 616 F.2d at 315 (“Judges should not substitute their own judgment as to optimal settlement terms for the judgment of the litigants and their counsel.”). Here, Plaintiffs’ counsel believe that the Parties’ Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. Cohen Decl., ¶ 49; Klinger Decl., ¶ 20. Plaintiffs’ counsel also believe that the benefits of the Parties’ Settlement far outweigh the delay and considerable risk of proceeding to trial. Cohen Decl., ¶ 49; Klinger Decl., ¶ 21.

2. The Settlement Was Negotiated at Arm’s Length by Vigorous Advocates, and There Has Been No Fraud or Collusion.

“A settlement reached after a supervised mediation receives a presumption of reasonableness and the absence of collusion.” 2 *McLaughlin on Class Actions*, § 6:7 (8th ed. 2011); *see also Steele v. GE Money Bank*, No. 1:08-CIV-1880, 2011 WL 13266350, at *4 (N.D. Ill. May 17, 2011), report and recommendation adopted, No. 1:08-CIV-1880, 2011 WL 13266498 (N.D. Ill. June 1, 2011) (“the involvement of an experienced mediator is a further protection for the class, preventing potential collusion”); *Wright v. Nationstar Mortg. LLC*, No. 14 C 10457, 2016 WL 4505169, at *11 (N.D. Ill. Aug. 29, 2016) (similar).¹¹

Here, the Agreement resulted from good faith, arm’s-length settlement negotiations, including a mediation session with respected mediator Hon. Carl J. West (Ret.) of JAMS. Cohen Decl., ¶ 51. Plaintiffs and Defendant put together detailed mediation submissions setting forth their respective views as to the strengths of their case as to both the merits and class certification. *Id.*, ¶ 50. At all times, the settlement negotiations were highly adversarial, non-collusive, and conducted at arm’s length. *Id.* Continued negotiations following the full-day mediation allowed

¹¹ *See also D’Amato v. Deutsche Bank*, 236 F.3d 78, 85 (2d Cir. 2001) (“[A] mediator[] helps to ensure that the proceedings were free of collusion and undue pressure.”); *Johnson v. Brennan*, No. 10-4712, 2011 WL 1872405, at *1 (S.D.N.Y. May 17, 2011) (The participation of an experienced mediator “reinforces that the Settlement Agreement is non-collusive.”); *Sandoval v. Tharaldson Emp. Mgmt., Inc.*, No. 08-482, 2010 WL 2486346, at *6 (C.D. Cal. June 15, 2010) (“The assistance of an experienced mediator in the settlement process confirms that the settlement is non-collusive.”); *Milliron v. T-Mobile USA, Inc.*, No. 08-4149, 2009 WL 3345762, at *5 (D.N.J. Sept. 14, 2009) (“[T]he participation of an independent mediator in settlement negotiation virtually insures that the negotiations were conducted at arm’s length and without collusion between the parties.”).

the Parties to reach an agreement on the central terms and execute a term sheet, and the Parties thereafter continued to finalize all settlement terms and documents. *Id.*, ¶ 52.

Accordingly, it is clear that the Parties negotiated their Settlement at arm's length and absent any fraud or collusion. *See, e.g., Aranda v. Caribbean Cruise Line, Inc.*, No. 12 C 4069, 2017 WL 818854, at *1 (N.D. Ill. Mar. 2, 2017) (granting preliminary approval to privacy settlement resolved with the assistance of a mediator); *Steele*, 2011 WL 13266350, at *4 (finding no evidence of fraud or collusion where the settlement was negotiated at arms' length, and where the mediation was overseen by an experienced mediator); *Wright*, 2016 WL 4505169, at *11 (finding no evidence of fraud or collusion where the parties participated in two prior mediations and engaged in lengthy discovery). Thus, this factor weighs in favor of preliminary approval.

3. The Settlement Provides Substantial Relief for the Settlement Class Given the Strength of Plaintiffs' Claims and the Attendant Risks.

The Settlement provides for substantial relief, especially considering the costs, risks, and delay of trial, the effectiveness of distributing relief, and the proposed attorneys' fees.

“The most important factor relevant to the fairness of a class action settlement is the first one listed: the strength of the plaintiffs' case on the merits balanced against the amount offered in the settlement.” *Synfuel Techs, Inc. v. DHL Express (USA), Inc.*, 463 F.3d 646, 653 (7th Cir. 2006) (internal quotes and citations omitted). Nevertheless, “[b]ecause the essence of settlement is compromise, courts should not reject a settlement solely because it does not provide a complete victory to plaintiffs.” *In re AT&T*, 270 F.R.D. at 347. “In most situations, unless the settlement is clearly inadequate, its acceptance and approval are preferable to lengthy and expensive litigation with uncertain results.” *Newberg on Class Actions*, § 11:50. This is, in part, because “the law should favor the settlement of controversies, and should not discourage settlement by subjecting a person who has compromised a claim to the hazard of having the settlement proved in a subsequent trial” *Grady v. de Ville Motor Hotel, Inc.*, 415 F.2d 449, 451 (10th Cir. 1969). It is also, in part, because “[s]ettlement is the offspring of compromise; the question we address is not whether the final product could be prettier, smarter or snazzier, but whether it is fair, adequate and free

from collusion.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998); *see also Gehrlich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 228 (N.D. Ill. 2016) (“The essential point here is that the court should not “reject[]” a settlement “solely because it does not provide a complete victory to plaintiffs,” for “the essence of settlement is compromise.”).

Here, the Settlement provides exceptional relief: a non-reversionary Settlement Fund of \$35 million from which benefits will be paid to Settlement Class Members, costs of Notice and settlement administration will be deducted, and any Fee Award and Service Awards will be paid. Cohen Decl., ¶ 28; S.A., Sec. 4.1. If the amount of money claimed by the Settlement Class exceeds the net amount provided by the Settlement Fund, each Settlement Class Member will receive a reduced *pro rata* share of the Settlement Fund. S.A., Sec. 4.2. However, if the funds claimed are less than the net amount in the Settlement Fund, each Settlement Class Member will receive a *pro rata* share of any remaining money. *Id.* It is anticipated that Settlement Class Members will receive anywhere from \$58 to \$117.10. Compared against other privacy cases, this Settlement provides an exceptional amount of monetary relief to Settlement Class Members. Privacy cases have frequently been settled for very little meaningful monetary relief, if any. *E.g., In re Google LLC Street View Elec. Commc’ns Litig.*, No. 10-md-02184-CRB, 2020 WL 1288377, at *11–14 (N.D. Cal. Mar. 18, 2020) (approving, over objections of class members and state attorney general, a settlement providing only *cy pres* relief for violations of Electronic Communications Privacy Act); *Adkins v. Facebook, Inc.*, No. 18-cv-05982-WHA, dks. 350, 369 (N.D. Cal. May 6, 2021 and July 13, 2021) (approving settlement for injunctive relief only, in class action arising out of Facebook data breach, and granting \$6.5 million in attorneys’ fees and costs). Despite the availability of statutory damages, this has happened in BIPA settlements too. *E.g., Carroll v. Crème de la Crème, Inc.*, 2017-CH01624 (Cir. Ct. Cook Cnty. June 25, 2018) (providing only credit monitoring). Even compared against other BIPA settlements, this Settlement compares favorably. *See, e.g. Muniz v. Workwell Technologies, Inc.*, Case No. 2019-CH-04061 (Cir. Ct. Cook Cnty.) (approximately \$50 to each aggrieved employee for violations of BIPA); *Miracle-*

Pond v. Shutterfly, 2019-CH-07050 (Cir. Ct. Cook Cnty. Sept. 9, 2021) (\$6.75 million fund for potentially millions of class members).

The value achieved through the Settlement Agreement here is guaranteed while chances of prevailing on the merits remain far from certain. See *Barnett, et al. v. Apple, Inc.*, Case No. 3:21-cv-01425 (Cir. Ct. Cook Cty., Jan. 31, 2022) (granting Apple’s motion to dismiss in class action alleging BIPA violations in connection with Touch ID and Face ID security features, and discussing the fact that BIPA does not define what it means to “collect,” “capture,” or be in “possession” of biometric information, thereby subjected these undefined terms to the ordinary and popularly understood meanings, as applied by the courts). Contributing to this uncertainty is the fact that, at the conclusion of Plaintiffs’ expert’s two-day review of Snapchat source code for consumers’ phones, he found no evidence that any face measurement data is transmitted from consumers’ phones to Snap. See Declaration of Seth Nielson, attached hereto as **Exhibit 5**, ¶ 64. Snap likewise contends that its independent source code review expert thoroughly reviewed Snapchat source code and confirmed that none of the face measurement data is transmitted from a user’s devices to Snap’s servers. Snap contends that Plaintiffs cannot state a claim under BIPA because Snap never comes “in possession” of any of the alleged biometric data (740 ILCS 14/15(a), (c)) or collects, captures, or otherwise obtains any of the alleged biometric data (740 ILCS 14/15(b)), citing *Barnett, et al. v. Apple, Inc.*, supra, and its holding granting the defendants’ motion to dismiss where data was not alleged to be stored on the defendant’s database.

While Plaintiffs strongly believe in the merits of their case, they also understand that Defendant will assert a number of potentially case-dispositive defenses and Plaintiffs must still deal with the reality of individual arbitrations.¹² In fact, should litigation continue, Plaintiffs would likely have to immediately file additional arbitral claims and individually manage myriad independent arbitrations, some of which may see relief to the claimants while others may not.

¹² Snap revised its Terms of Service on November 15, 2021. Under the revised (and current) terms the arbitration provision now requires users to pay the first \$100 toward the nonrefundable initial filing fee and is silent regarding the payment of hearing fees and arbitrator compensation. Under ADR Services, Inc.’s Arbitration Rules, the parties split the payment of such fees and arbitrator-related costs.

Additionally, due at least in part to their cutting-edge nature and the rapidly evolving law, data privacy cases like this one generally face substantial hurdles—even just to make it past the pleading stage. *See e.g., Vance v. Microsoft Corp.*, 534 F. Supp. 3d 1301, 1314 (W.D. Wash. 2021) (dismissing plaintiff’s BIPA § 15(c) claim); *Cothron v. White Castle Sys., Inc.*, 467 F. Supp. 3d 604, 618 (N.D. Ill. 2020) (dismissing a BIPA § 15(a) claim based on lack of standing); *Patterson v. Respondus, Inc.*, No. 20 C 7692, 2022 WL 860946, at *27 (N.D. Ill. Mar. 23, 2022) (remanding the plaintiff’s BIPA §§ 15(a) and 15(c) for lack of standing). Even absent the issues associated with dispositive motions or arbitration, class certification is another hurdle that would have to be met—and one that has been denied in other privacy cases. *See, e.g., In re Hannaford Bros. Co. Customer Data Sec. Breach Litig.*, 293 F.R.D. 21 (D. Me. 2013). Moreover, due to the quickly evolving nature of case law pertaining to BIPA, it is likely that a win by any party will result in appeals, which will further increase costs and extend the time until Plaintiffs and Settlement Class Members can have a chance at relief.

Plaintiffs dispute the defenses Defendant is likely to assert, but it is obvious that their likelihood of success at arbitration or trial is far from certain. “In light of the potential difficulties at class certification and on the merits..., the time and extent of protracted litigation, and the potential of recovering nothing, the relief provided to class members in the Settlement Agreement represents a reasonable compromise.” *Wright*, 2016 WL 4505169, at *10.

4. The Defendant’s Ability to Pay.

Another factor that can be considered by courts is the Defendant’s ability to pay the settlement sum. Defendant’s financial standing has not been placed at issue here.

5. Continued Litigation Is Likely to Be Complex, Lengthy and Expensive.

By reaching a favorable settlement prior to class certification briefing or trial, Plaintiffs seek to avoid significant expense and delay, and instead ensure recovery for the class. “[A]n integral part of the strength of a case on the merits is a consideration of the various risks and costs that accompany continuation of the litigation.” *Donovan v. Estate of Fitzsimmons*, 778 F.2d 298, 309 (7th Cir. 1985). Although putative Class Counsel believes Plaintiffs’ case is strong, it is

subject to considerable risks and costs if the case is not settled. Continued litigation carries with it a decrease in the time value of money, for “[t]o most people, a dollar today is worth a great deal more than a dollar ten years from now.” *Reynolds v. Beneficial Nat’l Bank*, 288 F.3d 277, 284 (7th Cir. 2002).

Plaintiffs acknowledge the risk that they would be unable to obtain a jury verdict against Defendant. Additionally, Defendant can raise an arbitration defense against all of the Plaintiffs. Moreover, even if Plaintiffs were somehow successful in defeating that arbitration defense, Defendant would vigorously oppose the case both on the merits and on class certification. Even if they prevailed, Settlement Class Members face the risk, expense, and delay of a potentially lengthy appeal after trial, holding up any recovery for Settlement Class Members for several more years. Under these circumstances, the benefits of a guaranteed recovery today, as opposed to an uncertain result in the future, are readily apparent. As such, the immediate relief provided to the Settlement Class under the Settlement Agreement weighs heavily in favor of its approval compared to the inherent risk and delay of a long and drawn-out litigation, trial, and appeal.

6. The Extent of Discovery Completed, and the Stage of the Proceedings.

Where, as here, extensive written discovery was taken, and the Parties have thoroughly litigated the various issues, these facts “weigh[] in favor of the proposed settlement.” *Cervantez v. Celestica Corp.*, No. EDCV 07-729-VAP (OPx), 2010 U.S. Dist. LEXIS 78342, at *13 (C.D. Cal. July 6, 2010). As set forth above, this action has been vigorously and intensely litigated for several years. Throughout that time, the Parties have engaged in intensive litigation, before not only this Court, but also the Southern District of Illinois, the Seventh Circuit Court of Appeal, and before ADR Services, Inc. *Supra* at Sec. II.C. The Parties briefed a motion to compel arbitration, a related appeal, and then arbitrated individual bellwether cases. Moreover, the Parties engaged in substantive expert discovery. *Id.* Accordingly, Plaintiffs and putative Class Counsel were able

to evaluate the merits of the case and assess the reasonableness of the Settlement. This factor therefore weighs in favor of preliminary approval.

C. The Parties' Notice Plan Satisfies Due Process and Section 2-803 of the Illinois Code of Civil Procedure.

Under 735 ILCS 5/2-803, the Court may provide class members notice of any proposed settlement so as to protect the interests of the class and the parties. *See Cavoto v. Chicago Nat. League Ball Club, Inc.*, No. 1-03-3749, 2006 WL 2291181, at *15 (Ill. App. 1st Dist. 2006) (collecting authorities and noting that “section 2-803 makes it clear that the statutory requirement of notice is not mandatory”). Notice must be provided to absent class members to the extent necessary to satisfy requirements of due process. *Id.* at *15 (citing *Frank v. Teachers Ins. & Annuity Assoc. of America*, 71 Ill. 2d 583, 593 (1978)); see also Fed. R. Civ. P. 23(d)(2) (advisory committee note) (“mandatory notice...is designed to fulfill requirements of due process to which the class action procedure is of course subject”). As explained by the United States Supreme Court, due process requires that the notice be the “best practicable, ‘reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections’” as well as “‘describe the action and the plaintiffs’ rights in it.’” *Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 36 (citing *Phillips Petroleum Co. v. Shuts*, 472 U.S. 797, 812 (1985)).

Here, notice will be provided directly to individual Settlement Class Members via multiple channels. Weisbrot Decl., ¶¶ 15-19, 20, 28, 31, 34, 35; S.A., Sec. 7.2. Specifically, for Settlement Class Members who provided email addresses when signing up for Snapchat, the Settlement Administrator will send Notice to the Settlement Class via email to the email addresses in Defendant’s possession. Weisbrot Decl., ¶¶ 15-18; S.A., Sec. 7.2. In furtherance of Notice, the Settlement Administrator will also conduct a social media campaign using the leading social media

platforms in the United States, including Facebook, Instagram, Twitter, Reddit, and TikTok. Weisbrot Decl., ¶¶ 28-30; S.A., Sec. 7.2. The social media campaign will use an interest-based approach focusing on the interests that users exhibit while on the social media platforms, capitalizing on the Target Audience's propensity to engage in social media (88.64% of the Target Audience have used social media in the last 30 days). Weisbrot Decl., ¶¶ 28-30. This campaign will also utilize specific tactics to further qualify and deliver impressions to the Target Audience and will specifically target the state of Illinois. Weisbrot Decl., ¶ 29. In addition, the social media campaign will engage with the Target Audience via a mix of news feed and story units to optimize performance via desktop sites, mobile sites, and mobile apps. Weisbrot Decl., ¶ 30. The Settlement Administrator will also create and maintain a Settlement Website where Settlement Class Members can view relevant documents, submit their claims, or get answers to frequently asked questions. Weisbrot Decl., ¶ 29. In addition to the direct Notice and Settlement Website, the Settlement Administrator will also maintain a dedicated toll-free, live operator help line, to provide Settlement Class Members with additional information they may need. Weisbrot Decl., ¶¶ 12, 38-39. In addition to the actions taken by the Settlement Administrator, Defendant will also create and post an in-app notice informing Illinois Snapchat users who Snap is permitted to message of the Settlement and will also provide a link to the Settlement Website. Cohen Decl., ¶ 39; S.A., Sec. 7.2.

The proposed Notice and Claim Form are attached to the Settlement Agreement (Exhibits 1-A, B and D) and should be approved by the Court. The proposed methods of notice comport with 735 ILCS 5/2-803 and the requirements of due process.

V. CONCLUSION

Plaintiffs respectfully request that this Court: (1) conditionally approve the Parties' Settlement as fair, adequate, reasonable, and within the reasonable range of possible final approval; (2) appoint Plaintiffs as the Settlement Class Representatives; (3) appoint Plaintiffs' counsel as Class Counsel; (4) appoint Angeion Group as Settlement Administrator; (5) provisionally certify the Settlement Class under 735 ILCS 5/2-801 for settlement purposes only; (6) approve the Parties'

proposed Notice program, including the Claim Form and Notice, and confirm that it is appropriate notice and that it satisfies due process and 735 ILCS 5/2-803; (7) direct Notice to be sent to the Settlement Class Members in the form and manner proposed as set forth in the Settlement Agreement; (8) set a date for a Final Approval Hearing; (9) set deadlines for Settlement Class Members to submit claims for compensation, and to object to or exclude themselves from the Settlement; and (10) set a date for consideration of Class Counsel's motion for a Fee Award and Service Awards to the Settlement Class Representatives as set forth in the Settlement Agreement.

A proposed Preliminary Approval Order is attached hereto as **Exhibit C**.

Respectfully Submitted,

DATED: August 5, 2022

By: /s/ Gary M. Klinger

Gary M. Klinger
**MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN, PLLC**
227 W. Monroe Street, Ste. 2100
Chicago, IL 60606
Tel: (866) 252-0878
gklinger@milberg.com

Jonathan B. Cohen (*pro hac vice* forthcoming)
**MILBERG COLEMAN BRYSON PHILLIPS
GROSSMAN PLLC**
3833 Central Ave.
St. Petersburg, FL 33713
(813) 786-8622
jcohen@milberg.com

CERTIFICATE OF SERVICE

I hereby certify that on August 5, 2022, I filed the foregoing MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT with the Clerk of the Court for the Circuit Court for the Eighteenth Judicial District, DuPage County, Illinois via the Court's CM/ECF system. A copy will be sent electronically to all counsel of record by operation of the ECF system.

By: /s/ Gary M. Klinger

Gary M. Klinger

EXHIBIT 1

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

BRIANNA BOONE, ASHLEY MCCLINTON,
and K.F.C, a minor, by and through her
guardian, ERIN RENTFRO, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

SNAP INC.,

Defendant.

Case No. 2022LA000708

Honorable Neal W. Cerne

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

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

1. FACTUAL BACKGROUND AND RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.20 “Parties” means Plaintiffs and Defendant, collectively.

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

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

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

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

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

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

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

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

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

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

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

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

3. SETTLEMENT CLASS CERTIFICATION

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

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

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

All Illinois residents who used Lenses or Filters offered by Snap between November 17, 2015 and the present (the "Class Period"). Excluded from the Settlement Class are: (i) Defendant; (ii) members of the immediate families of any Defendant who is an individual; (iii) any person who was an officer or director of Snap during the Class Period; (iv) any firm or entity in which any Defendant has or had a controlling interest; (v) parents, affiliates, or subsidiaries of Snap; (vi) the legal representatives, agents, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such; (vii) the Court

and staff (and the immediate family of) to whom this case is assigned; and (viii) any persons or entities who or which exclude themselves by individually submitting a timely and valid request for exclusion according to the opt-out requirements in the Class Notice and that is accepted by the Court.

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

4. SETTLEMENT FUND

4.1 Establishment of Settlement Fund:

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

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

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

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

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

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

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

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

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

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

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

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

4.5 Procedure for Approving Settlement

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

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

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

5. **RELEASE**

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

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

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

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

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

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

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

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

6. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

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

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

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

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

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

7. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

7.1 Class List

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

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

7.2 Notice to the Class

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

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

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

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

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

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

7.3 **Allocation**

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

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

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

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

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

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

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

8. PROSPECTIVE RELIEF

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

9. EXCLUSIONS

9.1 Exclusion Period

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

9.2 Exclusion Process

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

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

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

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

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

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

10. OBJECTIONS

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

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

identifying the objector as a Settlement Class Member, including proof that the objector is a Member of the Settlement Class; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing at his/her own expense, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

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

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

11. FINAL APPROVAL HEARING

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

12. FINAL APPROVAL ORDER

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

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

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

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

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

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

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

13. TERMINATION OF THE SETTLEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Class Counsel:

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

If to Defendant's Counsel:

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

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

[SIGNATURE PAGES FOLLOW]

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

Brianna Boone, individually and as a Class Representative

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

Ashley McClinton, individually and as a Class Representative

Signature: _____
Date: _____

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

Signature: _____
Date: _____

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, as Class Counsel

Signature: _____
Print Name: _____
Date: _____

SNAP INC.

Signature: _____
Print Name: _____
Date: _____

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

Brianna Boone, individually and as a Class Representative

Signature: _____

Date: _____

Ashley McClinton, individually and as a Class Representative

Signature: Ashley McClinton

Date: 8/4/2022

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

Signature: _____

Date: _____

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, as Class Counsel

Signature: _____

Print Name: _____

Date: _____

SNAP INC.

Signature: _____

Print Name: _____

Date: _____

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

Brianna Boone, individually and as a Class Representative

Signature: _____

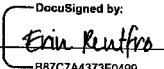
Date: _____

Ashley McClinton, individually and as a Class Representative

Signature: _____

Date: _____

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

Signature:  _____

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

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, as Class Counsel

Signature: _____

Print Name: _____

Date: _____

SNAP INC.

Signature: _____

Print Name: _____

Date: _____

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

Brianna Boone, individually and as a Class Representative

Signature: _____

Date: _____

Ashley McClinton, individually and as a Class Representative

Signature: _____

Date: _____

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

Signature: _____

Date: _____

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, as Class Counsel

Signature: Jonathan B. Cohen

Print Name: Jonathan B. Cohen

Date: August 4, 2022

SNAP INC.

Signature: _____

Print Name: _____

Date: _____

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

Brianna Boone, individually and as a Class Representative

Signature: _____

Date: _____

Ashley McClinton, individually and as a Class Representative

Signature: _____

Date: _____

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

Signature: _____

Date: _____

MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN PLLC, as Class Counsel

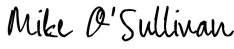
Signature: _____

Print Name: _____

Date: _____

SNAP INC

DocuSigned by:

Signature:  _____
4E88BC2CF7FE41A...

Print Name: _____

Date: _____

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

Signature: 

Print Name: Elizabeth B. Herrington

Date: August 4, 2022

EXHIBIT 1-A

Your claim must
be postmarked by:
XXXXXXX

SNP

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

Snapchat Username

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 during the class period (November 17, 2015 to the present).

Street Address

City

State

Zip Code

III. PAYMENT SELECTION

Please select **one** of the following payment options:

PayPal - Enter your PayPal email address: _____

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

Virtual Prepaid Card – Enter the email address where you will receive the Virtual Prepaid Card:

Physical Check - Payment will be mailed to the address provided in Section I of this Claim Form.

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

SNP

Claim Form

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 for at least 183 days (6 months) between November 17, 2015 and the present;
- While living in Illinois, I used Snap’s Lenses or Filters; 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, [URL]. 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 Snapchat Privacy Settlement c/o Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

EXHIBIT 1-B

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

If you are or were an Illinois resident who used Lenses or Filters offered by Snap between November 17, 2015 and the present, 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 Snap 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”) through the use of the “Lenses” and “Filters” features offered by Snap without complying with BIPA’s requirements.
- A Settlement has been reached in this case and affects the following persons:

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

- The Settlement, if approved, would provide \$35,000,000 to pay all Settlement Payments to Settlement Class Members, the Service Award to the Class Representatives, the Fee Award, payment of 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.
- 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 XXXXXXXXX

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

WHAT THIS NOTICE CONTAINS

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2. What is this Litigation about?
3. Why is this a class action?
4. Why is there a settlement?

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19. Do I have to attend the hearing?
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23. How do I get more information?

Questions? Call (XXX) XXX-XXXX or visit XXXXXXXXX

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 *Boone, et al. v. Snap Inc.*, Case No. 2022LA000708, 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, Brianna Boone, Ashley McClinton, and K.F.C., a minor, by and through her guardian, Erin Rentfro, are called the “Plaintiffs” or “Class Representatives.” Snap 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 “Lenses” and “Filters” features 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. Specifically, Defendant denies that it collects or stores biometrics and, instead, its Lenses and Filters features utilize object recognition. Additionally, the object recognition data is maintained only on a user’s own device and is deleted from the device when a user closes the Snapchat application. Despite Defendant’s belief that it is not liable for the allegations in the Litigation and despite Defendant’s viable defenses to those allegations, Defendant desires to settle the Litigation, and thus avoid the expense and burden of continued litigation of any action or proceeding relating to the matters being fully settled and finally put to rest in this Settlement Agreement.

The Plaintiffs’ Complaint, Class Action Settlement Agreement and Release, and other case-related documents are posted on the Settlement Website, **XXXXXXXXXX**. 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.

WHO IS PART OF THE SETTLEMENT?

5. Who is included in the Settlement?

The Settlement Class includes the following persons:

Questions? Call **(XXX) XXX-XXXX** or visit **XXXXXXXXXX**

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

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

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 \$35,000,000.00 (Thirty-Five Million Dollars), to pay for all Settlement Payments to Settlement Class Members, the Service Award to the Class Representatives, the Fee Award, payment of 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.

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

8. How do I file a Claim?

If you 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.

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.

Questions? Call [\(XXX\) XXX-XXXX](#) or visit [XXXXXXXXXX](#)

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 of the Action to the Settlement Administrator and Class Counsel providing: (i) their full legal name; (ii) Snapchat username; (iii) email address; (iv) a personal attestation that they have lived in the state of Illinois for at least 183 days (6 months) during the Class Period, and during the time they lived in Illinois, used Snapchat’s Lenses or Filters; and (v) at least one Illinois address at which they resided during the Class Period.

A request to be excluded that is not sent individually to the required recipients designated in the Class Notice, or that is not postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a Member of the Settlement Class and shall be bound as Settlement Class Members by the Settlement Agreement, if approved.

| Settlement Administrator | Class Counsel |
|--|--|
| Snapchat Privacy Settlement ATTN: Exclusion Request PO Box 58220 Philadelphia, PA 19102 | Milberg Coleman Bryson Phillips Grossman PLLC 3833 Central Ave. St. Petersburg, FL 33713 |

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

Your exclusion request must be postmarked no later than **MM DD YYYY**. You cannot ask to be excluded on the phone, by email, or at the Settlement Website.

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

11. If I do not exclude myself, can I sue 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?

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 **XXXXXXXXXX**. 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

Questions? Call **(XXX) XXX-XXXX** or visit **XXXXXXXXXX**

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, or \$12,250,000 as payment for attorneys’ fees, as well as reimbursement out-of-pocket expenses costs in the amounts of \$73,723.09. The Court will decide the amount of fees and expenses to award.

Class Counsel will also request that a Service Award of \$2,000 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. To object, you must by no later than **MM DD YYYY**, file your objection with the Clerk of the Court and send copies to the Settlement Administrator, Class Counsel, and Defendant’s counsel.

| Court | Defendant’s Counsel |
|---|---|
| 18th Judicial Circuit Court 505 N. County Farm Rd. Room 2016 Wheaton, IL 60187 | Morgan, Lewis & Bockius, LLP ATTN: Beth Herrington 110 N. Wacker Drive, Suite 2800 Chicago, IL 60606 |
| Class Counsel | Settlement Administrator |
| Milberg Coleman Bryson Phillips Grossman PLLC 3833 Central Ave. St. Petersburg, FL 33713 | Snapchat Privacy Settlement ATTN: Objections PO Box 58220 Philadelphia, PA 19102 |

Questions? Call **(XXX) XXX-XXXX** or visit **XXXXXXXXXX**

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) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (iv) 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 (v) 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

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 18th Judicial Circuit Court, 505 N. County Farm Rd., Room 2016, Wheaton, IL 60187. 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 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.

MAIL

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

EMAIL

[XXXXXXXXXX](#)

PHONE

[XXX-XXX-XXXX](#)

EXHIBIT 1-C

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

BRIANNA BOONE, ASHLEY MCCLINTON,)
and K.F.C., a minor by and through her)
guardian, ERIN RENTFRO, on behalf of)
themselves and all others similarly situated,)

Plaintiffs,)

v.)

SNAP INC.,)

Defendant.)
_____)

Case No. 2022LA000708

[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 Brianna Boone, Ashley McClinton, and K.F.C., a minor by and through her guardian, Erin Rentfro (collectively, “Plaintiffs”), and Snap Inc. (“Snap” or “Defendant”), and all other papers that have been filed with the Court related to the Settlement Agreement, including all exhibits and attachments to the Motion and the Settlement Agreement, and the Court being fully advised in the premises.

IT IS HEREBY ORDERED AS FOLLOWS:

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

2. The terms of the Settlement Agreement are preliminarily approved as fair, reasonable, and adequate. There is good cause to find that the Settlement Agreement was negotiated at arm's length between the Parties, who were represented by experienced counsel.

3. For settlement purposes only, the Court finds that the prerequisites to class action treatment under 735 ILCS 5/2-801 – including numerosity, commonality and predominance, adequacy, and appropriateness of class treatment of these claims – have been preliminarily satisfied.

4. The Court hereby conditionally certifies, pursuant to 735 ILCS 5/2-801, and for the purposes of settlement only, the following Settlement Class:

The Settlement Class:

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

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

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 B and D and finds that they meet the requirements of 735 ILCS 5/2-803 and satisfy due process.

9. The Court finds that the planned Notice set forth in the Settlement Agreement meets the requirements of 735 ILCS 5/2-803 and constitutes the best notice practicable under the circumstances, where Settlement Class Members are current and former subscribers of Defendant's mobile application, and satisfies fully the requirements of due process, and any other applicable law, such that the Settlement Agreement and Final Approval Order will be binding on all Settlement Class Members. In addition, the Court finds that no notice other than that specifically identified in the Settlement Agreement is necessary in this action. The Parties, by agreement, may revise the Class Notice and Claim Form in ways that are not material, or in ways

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

10. Angeion Group is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the administration of the Settlement, as more fully set forth in the Settlement Agreement.

11. The Settlement Administrator may proceed with the distribution of Class Notice as set forth in the Settlement Agreement.

12. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims and approval of Snap's in-application notice to the extent set forth in the Settlement Agreement at Sections 5 and 8, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. Settlement Class Members who do not timely and validly request exclusion shall be so bound even if they have previously initiated or subsequently initiate litigation or other proceedings against any Released Party relating to the Released Claims released under the terms of the Settlement Agreement.

13. Any person falling within the definition of the Settlement Class may, upon a valid and timely request, exclude themselves or "opt out" from the Settlement Class. Any such person may do so if, on or before the Objection/Exclusion Deadline of 45 days after Notice Date they comply with the exclusion procedures set forth in the Settlement Agreement and Notice. Any Members of the Settlement Class so excluded shall neither be bound by the terms of the Settlement Agreement nor entitled to any of its benefits.

14. No person within the Settlement Class, or any person acting on behalf of, in concert with, or in participation with that person within the Settlement Class, may request exclusion from the Settlement Class of any other person within the Settlement Class.

15. Any person in the Settlement Class who elects to be excluded shall not: (a) be bound by any orders or the Final Approval Order; (b) be entitled to relief under the Settlement Agreement; (c) gain any rights by virtue of the Settlement Agreement; or (d) be entitled to any aspect of the Settlement Agreement.

16. Defendant has the right to terminate the Settlement Agreement if the number of Members of the Settlement Class who have filed a valid request for exclusion exceeds the Termination Threshold.

17. Any Settlement Class Member who has not requested exclusion from the Settlement Class and who wishes to object to any aspect of the Settlement Agreement, including the amount of the Fee Award that Class Counsel intends to seek and the payment of the Service Awards to the Settlement Class Representatives, may do so, either personally or through an attorney, by filing a written objection, together with the supporting documentation set forth in Paragraph 18 of this Order, with the Clerk of the Court, and served upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than 45 days after the Notice Date.

18. Any Settlement Class Member who intends to object to the Settlement Agreement must present the objection in writing on a timely basis, and which must be personally signed by the objector, and must include: (i) his/her full name, address, email address, and current telephone number; (ii) the case name and number of the Action; (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a Member of the Settlement Class; (iv) all grounds for the objection, with factual and legal support for the stated objection, including

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

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

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

20. No Settlement Class Member shall be entitled to be heard, and no objection shall be considered, unless the requirements set forth in this Order and in the Settlement Agreement are fully satisfied. Any Settlement Class Member who does not make their objection to the Settlement in the manner provided herein, or who does not also timely provide copies to the designated counsel of record for the Parties at the addresses set forth herein, shall be deemed to have waived any such objection by appeal, collateral attack, or otherwise, and shall be bound by the Settlement Agreement, the releases contained therein, and all aspects of the Final Approval Order.

21. Pending the final determination of the fairness, reasonableness, and adequacy of the proposed Settlement Agreement, no Settlement Class Member may prosecute, institute, commence, or continue any lawsuit with respect to the Released Claims against the Released Parties.

22. The Final Approval Hearing shall be held before the Court on 90 days after the Notice Deadline in Courtroom _____ of the Circuit Court of DuPage County, Illinois (or at such other time and location as the Court may without further notice direct) for the following purposes:

(a) to finally determine whether the applicable prerequisites for settlement class action treatment under 735 ILCS 5/2-801 have been met;

(b) to determine whether the Settlement Agreement is fair, reasonable and adequate, and should be approved by the Court;

(c) to determine whether the final order as provided under the Settlement Agreement should be entered including an order prohibiting Settlement Class Members from further pursuing claims released in the Settlement Agreement;

(d) to consider the application for a Fee Award to Class Counsel;

(e) to consider the application for a Service Award to the Settlement Class Representatives;

(f) to consider the distribution of the Settlement Fund pursuant to the Settlement Agreement; and

(g) to rule upon such other matters as the Court may deem appropriate.

23. Class Counsel shall file papers in support of their Fee Award and Class Representatives' Service Awards (collectively, the "Fee Petition") with the Court on or before [two weeks before the Objection/Exclusion Deadline].

24. Papers in support of final approval of the Settlement Agreement and any supplementation to the Fee Petition shall be filed with the Court on or before [two weeks before the Final Approval Hearing].

25. The Final Approval Hearing may be postponed, adjourned, transferred, or continued by order of the Court without further notice to the Settlement Class. At or following the Final Approval Hearing, the Court may enter a final order approving the Settlement Agreement and a Final Approval Order in accordance with the Settlement Agreement that adjudicates the rights of all Settlement Class Members.

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

27. The Court will have continuing jurisdiction over the Action for the purpose of implementing the Settlement until the Action and all related matters are fully resolved, and for enforcement of the Settlement, the Settlement Agreement and Final Order thereafter.

28. All discovery and other proceedings in the Litigation as between Plaintiffs and Defendant are stayed and suspended until further order of the Court except such actions as may be necessary to implement the Settlement Agreement and this Order.

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

30. In accordance with the provisions of the Settlement Agreement specifying the procedures for settlement administration and payment to Settlement Class Members, the Court enumerates below the following deadlines:

| Event | Reference timeframe | Date |
|------------------------------|---|-------------|
| Notice Date | 14 days after Preliminary Approval | |
| Fee Award Petition | 14 days before Objection/Exclusion Deadline | |
| Objection/Exclusion Deadline | 45 days after Notice Date | |
| Final Approval Motion | 14 days before Final Approval Hearing | |
| Final Approval Hearing | 90 days after entry of this Order | |

Approved and so ordered.

EXHIBIT 1-D

To: [Class Member Email Address]
From: Snapchat 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 are or were an Illinois resident who used Lenses or Filters
offered by Snap between November 17, 2015 and the present,
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 Snap 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”) through the use of the “Lenses” and “Filters” features offered by Snap 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, 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 Illinois residents who used Lenses or Filters offered by Snap between November 17, 2015 and the present (the “Class Period”).

What are the benefits of the Settlement?

The Settlement provides for the establishment of a Settlement Fund in the amount of \$35,000,000.00 (Thirty-Five Million Dollars), to pay for all Settlement Payments to Settlement Class Members, the Service Award to the Class Representatives, the Fee Award, payment of 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.

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

In order to obtain reimbursement, you must complete and submit a Claim Form by [Claims Deadline]. Claim Forms may be submitted online at [Website URL] 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 **mailed postmarked 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 18th Judicial Circuit Court, 505 N. County Farm Rd., Room 2016, Wheaton, IL 60187. 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 Settlement Agreement, 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 **XXXXXXXX**. You can also contact the Settlement Administrator by mail, email or phone.

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

EMAIL ADDRESS

PHONE NUMBER

[Unsubscribe](#)



1:39



Following For You



If you are an Illinois resident who used **Lenses** or **Filters** offered by **Snap** between **November 17, 2015** and the **present**, a Class Action Settlement may affect your rights.



@AngeionGroup

Snapchat Privacy Settlement

Sponsored

ted Music Promoted Music

Share



If you are an Illinois resident who used **Lenses or Filters** offered by **Snap** between **November 17, 2015** and **the present**, a Class Action Settlement may affect your rights.

[CLICK HERE](#) for more information





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Learn More



angeion_group If you are an Illinois resident who used Lenses or Filters offered by Snap between November 17, 2015 and the present, a Class Action Settlement may affect your rights.



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If you are an Illinois resident who used Lenses or Filters offered by Snap between November 17, 2015 and the present, a Class Action Settlement may affect your rights.



[url.com](#)

**Snapchat Privacy
Settlement**

[Learn More](#)



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Snapchat Privacy Settlement. If you are an Illinois resident who used Lenses or Filters offered by Snap between November 17, 2015 and the present, a Class Action Settlement may affect your rights.

[url.com](#)



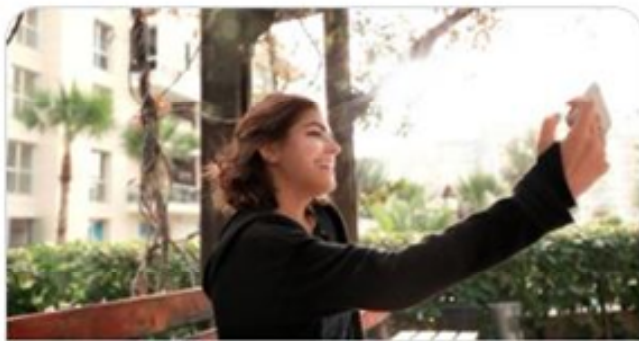
[url.com](#)

[Learn More](#)



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If you are an Illinois resident who used Lenses or Filters offered by Snap between November 17, 2015 and the present, a Class Action Settlement may affect your rights.



www.url.com
Snapchat Privacy Settlement



 Promoted

EXHIBIT 1-F

5:02 

◀ Photos



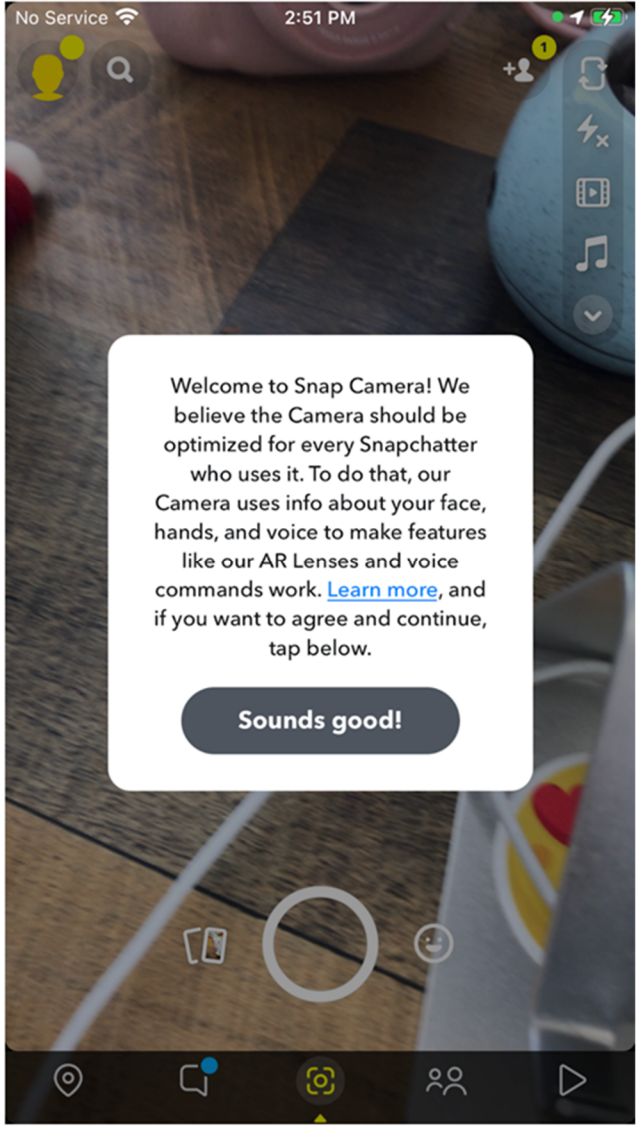
Team Snapchat



TEAM SNAPCHAT

Hi! We wanted to let you know that some Illinois residents may be able to participate in a class action settlement with Snap Inc. Tap here to see if you qualify.

< Link to Settlement Website >





Snapchat Support

Discover tips and tricks, find answers to common questions, and get help!

What can we help you with?



< Data Privacy

When I save a Snap in Chat, where is it stored?

Why does Snap ask for my phone number?

What are Integrated Features on Snapchat?

Learn About Snap's Service Providers

What does Snapchat do with the information it collects about me?

Third-Party Integrations Data and Privacy

Games and Minis Data and Privacy

When does Snapchat delete Snaps and Chats?

About Snap and Chat Metadata

Can I use third-party apps or plugins with Snapchat?

How long will Snap media be stored on Snap's servers after I delete it from Chat?

How the Camera Uses My Information

How the Camera Uses My Information

At Snap, we believe our Camera should be optimized for every Snapchatter. To do that, some of our products use info about your face, hands, and voice to make them work.

[Lenses](#)

We created Lenses to lower the barrier to self-expression and help friends feel more comfortable communicating with each other. With Lenses, you can apply fun and useful augmented reality effects on top of selfies and images. Our camera uses technology to locate certain features (like where your hands, eyes, and nose are) and uses that information to place the Lenses.

Lenses aren't only available in Snapchat. Check out Lenses in [Story Studio](#) and partners that use [Camera Kit!](#)

[Create Bitmoji with a Selfie](#)

When you first create a Bitmoji avatar, you can take a selfie and we'll help create an avatar that looks like you. We try to identify avatar attributes, such as hair color and style, that look like your picture. You can [edit it](#) at any time.

[Cameos](#)

To enable Cameos, you can take a selfie. Then, we use the info from your selfie to place you into fun Cameos scenes. We believe it's important to give users control over their information – anyone

What's New



[Scan](#)

When you use Scan, images from your Camera are sent to Snap so we can recognize what's in the frame. We then recommend Lenses or provide other features to augment and complement your world.

[Voice Products](#)

Some of our products use audio data to understand what the speaker is saying. For example, some features transcribe the audio for you. Other features, like Voice Scan, allow you to search for Lenses with your voice, while voice commands in Lenses allow you to say "take a Snap" without touching a button.

[Pixy](#)

Pixy uses info about your face to fly and work. For example, in order for Pixy to follow you when it flies, Pixy needs to figure out where your face is in the camera frame.

Retention and Deletion

Face, hand, and voice data used to power these products is deleted within 3 years, but in most cases, it is deleted much sooner than that! For example, Lenses usually only need information about your face when the Lens is open and running on your phone. This means that when you close the Snapchat app, the information is deleted. Content you create and share will be preserved as long as you choose to save it. Pixy uses information about your face while it is flying; this information is not retained when the flight ends.

If you don't agree to this and want to discontinue using Snapchat, you can [delete your account](#). If you've already used these features and you choose to delete your account, the face, hand, and voice information associated with your account will be deleted.

Please Note: Connected Lenses are Lenses that enable real-time interactions with your friends. As a result, some Connected Lenses share information about you with Snapchatters in the same session. When you share information with another Snapchatter, it may become associated with their account and you will not have the ability to delete information associated with someone else's account.

Please see our [Privacy Center](#), [Privacy Policy](#), and [Privacy by Product](#) pages to learn more about our privacy practices and



Need help with something else?

YES

NO

> [Company](#)

> [Community](#)

> [Advertising](#)

> [Legal](#)

Language

English (US)



[Privacy Policy](#)

[Terms of Service](#)

EXHIBIT 2

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

BRIANNA BOONE, ASHLEY MCCLINTON,)
and K.F.C., a minor, by and through her)
guardian, ERIN RENTFRO, on behalf of)
themselves and all others similarly situated,)
Plaintiffs,)
v.)
SNAP INC.,)
Defendant.)
_____)

Case No. 2022LA000708

**DECLARATION OF JONATHAN B. COHEN IN SUPPORT OF
PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

I, JONATHAN B. COHEN, declare as follows:

1. I am over 18 years of age, and I have personal knowledge of the facts stated herein.
2. I am a partner in the law firm of Milberg Coleman Bryson Phillips Grossman, PLLC (“Milberg”), I am lead counsel for Plaintiffs Brianna Boone, Ashley McClinton, and K.F.C., a minor, by and through her guardian, Erin Rentfro (collectively, “Plaintiffs”) and putative Settlement Class Members, and I intend to apply for admission to practice *pro hac vice* in this action.
3. I am fully familiar with the facts alleged herein as well as the pleadings and proceedings in the above-referenced action.
4. If called to testify regarding the facts set forth in this declaration, I could and would testify competently thereto.
5. I submit this declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement (the “Motion”).

Putative Class Counsel's Experience

6. Plaintiffs' Counsel here is "qualified, experienced, and generally able to conduct the proposed litigation." *Steinberg v. Chicago Med. Sch.*, 69 Ill.2d 320, 339 (1977). Putative Class Counsel are also well qualified to represent the Settlement Class, as we have extensive experience in BIPA, data privacy, and consumer class actions.

7. Milberg has decades of experience handling complex class actions involving consumer protection and privacy cases. The firm's lawyers have been regularly recognized as leaders in the plaintiffs' bar by the National Law Journal, Legal 500, Chambers USA, and Super Lawyers, and have held – and currently hold – leadership positions in numerous and significant consumer protection-related class actions and multi-district litigation across the country, including, but not limited to, *Clark v. Lumber Liquidators*, Case No. 1:15-cv-00748 (N.D. Ga.); *Floyd v. American Honda Motor Co., Inc.*, Case No. 18-55957 (C.D. Cal; 9th Cir. Court of Appeals); *Anderson v. Ford Motor Co.*, Case No. 6:2017-cv-03244 (W.D. Mo.); *Berman v. General Motors*, Case No. 18-cv-14371 (M.D. Fla.); *In re: Blackbaud, Inc., Customer Data Breach Litigation*, Case No.: 3:20-mn-02972-JMC, MDL No. 2972 (D.S.C.); *In re Allergan Biocell Textured Breast Implant Prods. Liab. Litig.*, 2:19-md-02921-BRM-ESK (D.N.J.); *In re Elmiron Products Liability Litigation*, MDL No. 2973 (D. N.J.); *Glenn v. Hyundai Motors America*, Case No. 8:15-cv-02052 (C.D. Cal.); *Hungerman v. Fluidmaster, Inc.*, Case No. 1:14-cv-10257 (W.D. Penn.); and *O'Keefe v. Pick Five Imports, Inc.*, Case No. 8:18-cv-01496 (M.D. Fla.). Additional representative cases are detailed in the firm resume, attached hereto as Exhibit A.

8. Since Milberg's founding in 1965, it has repeatedly taken the lead in landmark cases that have set groundbreaking legal precedents, prompted changes in corporate governance,

and recovered over \$50 billion in verdicts and settlements.¹ Milberg has been instrumental in obtaining precedent-setting decisions at every level, including at the United States Supreme Court.² The firm pioneered federal class action litigation and is widely recognized as a leader in defending the rights of victims of corporate and other large-scale wrongdoing. Milberg has more than 80 attorneys and has offices across the U.S. and the European Union.

9. I became licensed to practice law in the State of Florida in 2006 and have at all times been a member in good standing. In addition to being admitted to practice in the state courts of Florida, I am admitted to practice in the U.S. District Court for the Middle District of Florida, U.S. District Court for the Southern District of Florida, U.S. District Court for the Northern District of Illinois, U.S. District Court for the Western District of Wisconsin, U.S. District Court for the District of Colorado, and U.S. Courts of Appeals for the First, Fifth, and Eleventh Circuits.

10. The entirety of my law practice since being admitted to the Florida Bar in 2006 has been spent prosecuting class actions, including, *inter alia*, state and federal consumer class actions against banks, mortgage companies, debt collectors, retailers, and insurance companies alleging violations of the Telephone Consumer Protection Act, the Fair Credit Reporting Act, and the Florida Deceptive and Unfair Trade Practices Act, amongst others. I have also prosecuted class actions involving data breaches, privacy violations, defective products, deceptive products, breaches of contract, employment discrimination, illegal taxation, and the force placement of insurance.

¹ See, e.g., *In re Tyco International Ltd., Securities Litigation*, MDL 1335 (D.N.H.) (serving as lead counsel and obtaining approval of \$3.2 billion settlement); *In re Prudential Insurance Co. Sales Practice Litigation*, No. 95-4704 (D.N.J.) (serving as lead counsel and recovering more than \$4 billion for policyholders); see also <https://milberg.com/outstanding-recoveries/>.

² See <https://milberg.com/precedent-setting-decisions/page/3/>.

11. I have been appointed as class counsel by courts in multiple cases, including the following representative cases: *Black-Brown v. Terminix Int'l Co. Ltd. Partnership*, Case No. 16-cv-23607 (S.D. Fla.); *Preman v. Pollo Operations, Inc.*, Case No. 16-cv-00443 (M.D. Fla.); *Zyburo v. NCSPlus, Inc.*, Case No. 12-Cv-6677 (S.D.N.Y.); *Swift v. Bank of America Corp., et al.*, No. 14-cv-01539 (M.D. Fla.); and *Ownby v. Citrus County, Florida*, Case No. 2004-CA-1840 (Fla. 5th Cir., Citrus County).

12. In addition, I have led or participated in the prosecution of numerous class actions, including the following representative cases:

- *Taylor v. Ally Financial Inc.*, Case No. 19-cv-01561-AT (N.D. Ga.)
- *In re: Amla Litigation*, Case No. 16-cv-6593 (S.D.N.Y.)
- *Ansley v. Comcast*, Case No. 17-cv-00087-CAR (M.D. Ga.)
- *Peterson v. Apria Healthcare Group*, Case No. 19-cv-00856 (M.D. Fla.)
- *Skeen v. KAS Direct, LLC*, Case No. 17-cv-04119 (S.D.N.Y.)
- *Anderman, et al. v. JPMorgan Chase Bank, et al.*, Case No. 19-cv-01034 (M.D. Fla.)
- *McGrath v. Conn Appliances, Inc.*, Case No. 19-cv-01930 (S.D. Tex.)
- *Creech v. Emerson Climate Technologies, Inc.*, Case No. 15-cv-00014 (S.D. Oh.)
- *Nash v. DirecTV, LLC*, Case No. 19-cv-09032 (C.D. Cal.)
- *Dixon v. Mississippi Title Loans, Inc.*, Case No. 17-cv-02486 (N.D. Ga.)
- *Economakis v. Butler & Hosch, P.A.*, Case No. 13-cv-00832 (M.D. Fla.)
- *Etter v. Blue Cross & Blue Shield of Fla.*, Case No. 17-004530 (Fla. 6th Cir., Pinellas Cty.)
- *Bush v. Ford Motor Credit Co., LLC*, Case No. 18-cv-02328 (N.D. Tex.)
- *Friedman v. Genworth Life Insur. Co.*, Case No. 18-cv-1094 (M.D. Fla.)
- *In re: Google Plus Profile Litigation*, Case No. 18-cv-06164 (N.D. Cal.)
- *Gregware v. Scotts Miracle-Gro Co.*, Case No. 13-cv-24581 (S.D. Fla.)
- *Williams v. Gulf Coast Consultants, LLC*, Case No. 19-cv-01659 (N.D. Fla.)
- *Black-Brown v. Terminix Int'l Co. Ltd. Partnership*, Case No. 16-cv-23607 (S.D. Fla.)
- *Preman v. Pollo Operations, Inc.*, Case No. 16-cv-00443 (M.D. Fla.)
- *Zyburo v. NCSPlus, Inc.*, Case No. 12-Cv-6677 (S.D.N.Y.)
- *Swift v. Bank of America Corp., et al.*, No. 14-cv-01539 (M.D. Fla.)
- *Ownby v. Citrus County, Florida*, Case No. 2004-CA-1840 (Fla. 5th Cir., Citrus Cty.)
- *Harrison v. Winn-Dixie Stores, Inc.*, Case No. 15-cv-00676 (M.D. Fla.)
- *Factor v. Hooters of America, LLC*, Case No. 18-cv-00792 (N.D. Ga.)
- *Price, et al. v. L'Oreal USA, Inc.*, Case No. 17-cv-00614 (S.D.N.Y.)
- *Braun v. Mediant Communications, Inc.*, Case No. 19-cv-62563 (S.D. Fla.)
- *Melamed v. Autonation, Inc.*, Case No. 16-006560 (Fla. 17th Cir., Broward Cty.)
- *Griffith v. Mercedes-Benz Financial Services USA*, Case No. 18-cv-01239 (M.D. Fla.)
- *Johnston v. Nationstar Mortgage LLC*, Case No. 14-cv-00103 (D. Nev.)

- *Parks, et al. v. Subaru of America, Inc.*, Case No. 15-cv-22870 (S.D. Fla.)
- *Guidry v. Penn Credit Corp.*, Case No. 19-cv-01936 (M.D. Fla.)
- *Pieterston v. Wells Fargo Bank, N.A.*, Case No. 17-cv-02306 (N.D. Cal.)
- *Riley v. Premium Destinations, LLC*, Case No. 18-cv-02017 (M.D. Fla.)
- *Nelson v. Roadrunner Transportation Systems, Inc.*, Case No. 18-cv-07400 (N.D. Ill.)
- *Hunter v. SLM Corp.*, Case No. 19-cv-00760 (E.D. Va.)
- *Blahous v. Sarrell Regional Dental Center*, Case No. 19-cv-00798 (M.D. Ala.)
- *Snover v. Publix Super Markets, Inc.*, Case No. 15-cv-02434 (M.D. Fla.)
- *Harris, et al. v. Nortek Global HVAC LLC*, Case No. 14-cv-21884 (S.D. Fla.)
- *Stojanovic v. Select Portfolio Servicing, Inc.*, Case No. 16-cv-01373 (M.D. Fla.)
- *Toldi v. Hyundai Capital America*, Case No. 16-cv-01877 (D. Nev.)
- *Walker v. Allstate Property; Casualty Insur. Co.*, Case No. 19-cv-00701 (N.D. Ala.)
- *Richardson v. Progressive American Insur. Co.*, Case No. 18-cv-00715 (M.D. Fla.)
- *Relf v. State Farm Mutual Auto Insur. Co.*, Case No. 18-cv-00240 (M.D. Ga.)
- *Philips v. Garrison Property & Casualty Insur.*, Case No. 19-cv-01727 (N.D. Ala.)
- *Walker v. Alta Colleges, Inc., et al.*, Case No. 09-cv-00894 (W.D. Tex.)

13. I have also successfully litigated privacy class actions through class certification. *See Zybuero v. NCSPlus, Inc.*, Case No. 12-cv-6677 (S.D.N.Y. Sept. 16, 2014) (where Mr. Cohen successfully argued for certification of an opposed class consisting of all persons in the United States whose cellular telephones were called by the defendant in violation of the TCPA, which was certified and subsequently settled on a class basis for \$1,800,000).

14. I also served as counsel for the court-appointed receiver in the Ponzi scheme-related matter of *Wiand v. Wells Fargo Bank, et al.*, Case No. 8:12- cv-557-T-27EAJ (M.D. Fla.).

15. In short, I and my partners at Milberg have substantial experience handling a variety of consumer class actions, including those pertaining to data privacy and security cases, including some of the largest data privacy litigation in the United States. *See, e.g., In re: Blackbaud Data Privacy* MDL No. 2972 (D. S.C.) (where Milberg serves as interim class counsel in a major privacy involving millions of consumers).

Litigation Background

16. On November 17, 2020, my law firm filed a class action complaint against Snap Inc. (“Defendant” or “Snap”) on behalf of K.F.C., a minor, by and through her guardian Erin Clark, in the Circuit Court for the First Judicial Circuit, Williamson County, Illinois, seeking damages and injunctive relief against Defendant for alleged violations of Illinois’ Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.* (“BIPA”), based on Defendant allegedly possessing, collecting, and storing biometric identifiers and/or biometric information (collectively, “biometric data”) through its Snapchat application’s “Lenses” and “Filters” features without complying with BIPA’s requirements.³

17. On January 6, 2021, Defendant removed the case from the aforementioned Circuit Court to the United States District Court for the Southern District of Illinois.⁴

18. On February 12, 2021, Defendant filed a motion to compel arbitration seeking to enforce an arbitration provision in its Terms of Service against K.F.C.,⁵ which the court granted on June 10, 2021 over the plaintiff’s opposition.⁶ The court also dismissed K.F.C.’s case without prejudice.⁷

19. On July 6, 2021, K.F.C. filed a notice of appeal of the Southern District of Illinois’ order granting Defendant’s motion to compel arbitration to the United States Court of Appeals for the Seventh Circuit⁸ and, on January 7, 2022, argued her appeal regarding the same.⁹ On March

³ At the time of filing the initial class action complaint, the firms of Milberg Phillips Grossman LLP, Whitfield Bryson & Mason LLP, and Greg Coleman Law PC were separate law firms. During the course of this litigation, these three firms merged to become Milberg Coleman Bryson Phillips Grossman, PLLC.

⁴ *K.F.C. v. Snap Inc.*, Case No. 3:21-cv-00009-DWD, Dkt. No. 1.

⁵ *K.F.C. v. Snap Inc.*, Case No. 3:21-cv-00009-DWD, Dkt. No. 25.

⁶ *K.F.C. v. Snap Inc.*, Case No. 3:21-cv-00009-DWD, Dkt. No. 51.

⁷ *Id.*

⁸ *K.F.C. v. Snap Inc.*, Case No. 3:21-cv-00009-DWD, Dkt. No. 53.

⁹ *K.F.C. v. Snap Inc.*, Case No. 21-2247, Dkt. No. 39.

24, 2022, the Seventh Circuit entered an opinion and final judgment upholding the district court's order and compelling individual arbitration.¹⁰

20. In January 2022, I informed Snap's counsel that Milberg had been retained by several thousand clients who were interested in pursuing individual arbitrations against Snap for its alleged violations of BIPA in connection with Snapchat's Lens and Filter features. During my discussions with Snap's counsel, it was agreed that Milberg would pursue ten (10) individual arbitrations as bellwether cases testing the merits of the allegations that Snapchat's Lens and Filter features, capture, collect, and/or store Illinois' users biometrics without their informed consent in violation of BIPA.

21. On January 6, 2022, I filed ten (10) individual demands for arbitration before ADR Services, Inc. (the "Arbitrations") seeking damages and injunctive relief on behalf of claimants against Defendant for alleged violations of BIPA, based on Defendant allegedly possessing, collecting, and storing biometric data through the use of Defendant's Snapchat application's "Lenses" and "Filters" features without complying with BIPA's requirements.¹¹

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

¹⁰ *K.F.C. v. Snap Inc.*, Case No. 21-2247, Dkt. Nos. 40-41.

¹¹ While K.F.C.'s appeal of the order granting Defendant's motion to compel arbitration was pending, Snap revised its Terms of Service to require all individual arbitrations be filed with ADR Services, Inc. instead of AAA.

source code. In short, the Parties engaged in substantive discovery regarding the merits of the claims before reaching any settlement.

23. In June 2022, Snap made its proprietary iOS and Android source codes available for an in-person review by Milberg's expert and the expert's assistant. The expert and his assistant traveled to Snap's counsel's Dallas office and spent two full days reviewing the source code.

24. On June 29, 2022, the Parties engaged in a full-day arm's-length mediation before the Hon. Carl J. West (Ret.) of JAMS. Judge West was well-suited to conduct this particular mediation, given that he spent the last 10 of his 18 years on the bench as part of the Los Angeles County Superior Court's complex litigation panel. His significant experience in resolving complex matters was apparent, as he quickly grasped and assessed the issues involved in this action, including the strengths and weaknesses of the Parties' respective arguments. While no resolution was reached during this mediation, subsequent good-faith discussions facilitated by Judge West led to a tentative agreement to a class settlement on July 12, 2022, subject to negotiation and execution of a Settlement Agreement and Court approval, which, if approved, will resolve on a class-wide basis all matters pertaining to, arising from, or associated with the instant litigation pending before this Court (the "Action"), including all claims alleged in the Arbitrations and all other BIPA claims that Plaintiffs and the Settlement Class Members have or may have had against Defendant and any Released Parties, as defined in the Settlement Agreement.

25. Throughout July and early August 2022, the Parties continued to negotiate the terms and finer details of the class settlement and finalized and memorialized these terms in the Settlement Agreement submitted to the Court as Exhibit 1 to Plaintiffs' Motion.

26. The Parties entered into the Settlement only after both sides were fully apprised of the facts, risks, and obstacles involved with protracted litigation. At the outset of their

investigation, putative Class Counsel conducted extensive research regarding the Plaintiffs' claims, namely, the technical features of Snapchat's Lens and Filter features and how they may implicate BIPA. Plaintiffs' counsel also propounded discovery requests during the arbitration proceedings referenced above, which contributed to the Parties' understanding of the issues in contention. The culmination of that process led to an agreement by the Parties to mediate the case with respected mediator Judge Carl J. West (Ret.). Prior to mediation, the Parties fully briefed the relevant issues. Defendant further allowed Plaintiffs' counsel's expert to review and evaluate the iOS and Android source code for Snapchat, a sensitive trade secret, in response to discovery propounded in the arbitrations and to promote informed discussion of a potential settlement. But even after reaching an agreement on the central terms of any settlement, the Parties continued negotiating the finer points of the Settlement Agreement until the agreement before this Court was reached.

27. On August 4, 2022, Plaintiffs filed a class action complaint in this action on behalf of Plaintiffs Brianna Boone, Ashley McClinton, and K.F.C., a minor, by and through her guardian, Erin Rentfro, and a class consisting of all Illinois residents who used Lenses or Filters offered by Snap between November 17, 2015 and the present. Within their complaint, Plaintiffs allege that Defendant violated sections 740 ILCS 14/15(a) and (b) of BIPA by collecting and storing Illinois Snapchat users' biometrics without getting their prior written consent, and seek an order for statutory damages, equitable relief, litigation expenses and attorneys' fees, and such other relief as the Court deems just and proper.

The Settlement Agreement

28. As reflected in the Settlement Agreement, the Parties have agreed to a \$35 million non-reversionary common fund (the "Settlement Fund"), which Defendant will deposit into an

Escrow Account within thirty (30) days of the Court granting final approval of the Settlement and receipt by Snap's counsel of complete payment instructions, including a completed W-9 form. In addition to providing monetary benefits to the Settlement Class, the Settlement Fund will be applied to settlement administration costs, attorneys' fees and costs, service awards, and any other necessary costs.

29. The definition of the putative Settlement Class matches that of the putative class in the complaint and is defined as: All Illinois residents who used Lenses or Filters offered by Snap between November 17, 2015 and the present. Specifically excluded from the Settlement Class are: (i) Defendant; (ii) members of the immediate families of any Defendant who is an individual; (iii) any person who was an officer or director of Snap during the Class Period; (iv) any firm or entity in which any Defendant has or had a controlling interest; (v) parents, affiliates, or subsidiaries of Snap; (vi) the legal representatives, agents, heirs, beneficiaries, successors-in-interest, or assigns of any excluded person or entity, in their respective capacity as such; (vii) the Court and staff (and the immediate family of) to whom this case is assigned; and (viii) any persons or entities who or which exclude themselves by submitting a timely and valid request for exclusion that is accepted by the Court.

30. Snap's counsel has represented to me that, according to Defendant's records, there are approximately 3.8 million individuals in the Settlement Class.

31. Pursuant to the terms of the Settlement Agreement, in exchange for the Settlement benefits, Settlement Class Members will release as against Defendant and any and all of the Released Parties (as defined in the Settlement Agreement), any and all claims and causes of action of every nature and description, whether known or unknown (including "Unknown Claims" as defined in the Settlement Agreement), contingent or absolute, mature or not mature, liquidated or

unliquidated, accrued or not accrued, concealed or hidden, regardless of legal or equitable theory and whether arising under federal, state, common, or foreign law, that the Plaintiffs or any other Settlement Class Member: (a) asserted in the Litigation; or (b) could have asserted in the Litigation or any forum that arise out of, are based upon, or relate to Snap's alleged collection of biometric information or identifiers. Notably, the claims released by the Settlement Class will not include claims to enforce the terms of the Settlement.

32. Following the negotiation of all substantive terms of the Settlement Agreement, the Parties deliberated which settlement administrator to utilize in this action. In order to make an informed decision, the Parties sought, received, and compared estimates from three nationally recognized settlement administration companies, and ultimately agreed to use Angeion Group.

33. As negotiated by the Parties and included in the Settlement Agreement, Defendant will fund the costs associated with class notice and settlement administration from the Settlement Fund.

34. Pursuant to the Settlement Agreement, the Settlement Administrator will provide direct Notice to the Settlement Class via email to the email addresses in Defendant's possession within fourteen (14) days following the entry of the Preliminary Approval Order. The provision of Notice will be substantially completed not later than twenty-one (21) days after entry of the Preliminary Approval Order and will be subject to the requirements of the Settlement Agreement and the Preliminary Approval Order.

35. A Settlement Website will be created, maintained, and updated by the Settlement Administrator throughout the claim period. The Notice and Claim Form, once approved by the Court, will be added to the Settlement Website, and made readily available to Settlement Class

Members. The Settlement Agreement, the operative Complaint, and any other materials agreed upon or requested by the Court will also be included in the Settlement Website.

36. The Settlement Website will enable Settlement Class Members to electronically submit their Claim Forms.

37. Pursuant to the terms of the Settlement Agreement, the Settlement Administrator will create and maintain a toll-free telephone number, which will be a help line featuring an interactive voice response (“IVR”) system providing Settlement Class Members with additional information about the Settlement. The Settlement Administrator will also provide physical, paper copies of the Notice and Claim Form to Settlement Class Members upon request.

38. The Settlement Administrator will also provide additional notice to Settlement Class Members via a social media campaign that will utilize Facebook, Instagram, Twitter, Reddit, and TikTok, as detailed in the Declaration of Steven Weisbrot, Esq. Re: Angeion Group, LLC Qualifications and Implementation of the Notice Plan, attached to Plaintiffs’ Motion as Ex. 3.

39. In addition, Defendant shall, at its own cost, make Notice available via the Snapchat application informing Illinois Snapchat users who Snap is permitted to message of the Settlement. This in-app notice will provide a link to the Settlement Website.

40. As negotiated by the Parties, the timing of the claims process is structured to ensure that Settlement Class Members will have adequate time to review the terms of the Settlement Agreement, submit their Claim Forms, or decide whether they wish to opt-out of or object to the Settlement.

41. Settlement Class Members will have 75 days from the Notice Date to submit their Claim Forms to the Settlement Administrator, either by mail or online through the Settlement Website. 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 Settlement Class Member is an Approved Claim and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Settlement Agreement, or (b) provide full and complete information as requested on the Claim Form. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form. Class Counsel and Defendant's Counsel shall both have the right to challenge the acceptance or rejection of a Claim Form submitted by a Settlement 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. Valid Claims will be paid within 60 days of the Effective Date, as defined in the Settlement Agreement.

42. The Notice will inform Settlement Class Members that they have until 45 days after the Notice Date to provide a written letter requesting exclusion from the Settlement Class if they wish to opt out. Each Settlement Class Member wishing to opt out of the Settlement Class will be required to provide: (a) their full legal name, (b) Snapchat username, (c) email address, (d) personal attestation that they have lived in the state of Illinois for at least 183 days (6 months) during the Class Period, and during the time they lived in Illinois, used Snapchat's Lenses or Filters, and (d) one Illinois address at which they resided during the Class Period. Settlement Class Members must personally sign their letter requesting exclusion and mail them on an individual

basis via U.S. Mail to Class Counsel and the Settlement Administrator. The letter must clearly manifest the Settlement Class Member's personal intent to opt out of the Settlement Class.

43. The Notice will also inform Settlement Class Members that they have until 45 days after the Notice Date to provide any objections they may have to the terms of the Settlement Agreement. Any objections must be in writing and must be sent to the Settlement Administrator 45 days from the Notice Date. All written objections must include: (a) the objector's full name and address; (b) the case name and docket number; (c) information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member (i.e., full legal name; Snapchat username; email address; personal attestation that they have lived in the state of Illinois for at least 183 days (6 months) during the Class Period, and during the time they lived in Illinois, used Snapchat's Lenses or Filters; and one Illinois address at which they resided during the Class Period); (d) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (e) the identity of any and all counsel representing the objector in connection with the objection; (f) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (g) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative (if any) representing him or her in connection with the objection. For a written objection to be timely, it must include the aforementioned information and be mailed with a postmark date no later than the Objection Date to putative Class Counsel and Snap's Counsel. Objectors or their counsel may also file Objections with the Court through the Court's ECF system, with service on putative Class Counsel and Snap's Counsel made through the ECF system.

44. The Parties did not discuss or negotiate the payment of attorneys' fees, costs, expenses ("Fee Award" as defined in the Settlement Agreement) and/or Service Awards to the

putative Settlement Class Representatives until after the substantive terms of the Settlement had been agreed upon.

45. As negotiated by the Parties, Plaintiffs' counsel's attorneys' fees and expenses, as awarded by the Court, will be paid from the Settlement Fund upon a Fee Award by the Court. Per the terms of the Settlement Agreement, in the event that the Fee Award is lower than the amount requested or the Settlement is disapproved by a final non-appealable order, any funds paid to Plaintiffs' counsel for attorneys' fees and expenses will be refunded to the Escrow Account, plus accrued interest at the same rate as earned by the Escrow Account. Significantly, the Settlement is not conditioned upon any Fee Award to Plaintiffs' counsel, and the Parties have agreed that any objection to or appeal from such a Fee Award will not affect the finality of the Settlement or the judgment of dismissal.

46. As reflected in the Settlement Agreement, Snap has agreed not to oppose any request for a Fee Award in an amount not to exceed 35% of the Settlement Fund, subject to the Court's approval.

47. The Settlement Agreement also provides for a reasonable Service Award to each Plaintiff in the amount of \$2,000. The purpose of these Service Awards is to compensate Plaintiffs for their efforts throughout the litigation, which includes maintaining contact with Plaintiffs' counsel, assisting in the investigation of the case, reviewing pleadings, remaining available for consultation throughout the mediation, answering Plaintiffs' counsel's many questions, providing information and documents in connection with discovery requests in their individual arbitrations, and reviewing the Settlement Agreement. Plaintiffs will submit a request for a Fee Award and Service Awards prior to the Final Fairness Hearing through a separate motion.

48. As described above, Plaintiffs' Counsel has been litigating the issue of Snap's alleged BIPA violations in multiple forums since November 2020, including the initial class action, the individual Arbitrations, and the instant action. As a result, Plaintiffs' Counsel had the information necessary to evaluate the known risks inherent to continuing litigation of the individual arbitrations and to conduct informed settlement negotiations, which were negotiated at arms' length at all times.

49. In my opinion, the Settlement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. It is also my belief that the benefits of the Settlement far outweigh the delay and considerable risk of proceeding to trial.

50. Prior to the mediation with Judge West, the Parties independently prepared and submitted confidential, individual, and detailed mediation submissions addressing their respective views as to the strengths of their case regarding the merits and class certification. The settlement negotiations were consistently adversarial, non-collusive, and conducted at arm's length.

51. As discussed above, the Agreement resulted from good faith, arm's-length settlement negotiations between the Parties, including a mediation session with respected mediator Hon. Carl J. West (Ret.) of JAMS, as well as continuing post-mediation discussions, which were also facilitated by Judge West.

52. Continued negotiations following the full-day mediation allowed the Parties to reach an agreement on the central terms and execute a term sheet, and the Parties thereafter continued to finalize all settlement terms and documents.

53. Based on my experience prosecuting complex class actions, my knowledge of the strengths and weaknesses of the Parties' respective positions in this action, my understanding of the needs of the Plaintiffs and the proposed Settlement Class, the uncertainty of a successful

outcome if litigation or arbitrations were to proceed, and the potential for appeals, it is my opinion that the Settlement provides significant and meaningful relief to the Settlement Class and should be preliminarily approved by the Court.

* * * * *

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I certify that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters I certify as aforesaid that I verily believes the same to be true. Executed in Tampa, Florida on this 4th day of August, 2022.

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

/s/ Jonathan B. Cohen _____

Jonathan B. Cohen
3833 Central Ave.
St. Petersburg, FL 33713
(865) 247-0080
jcohen@milberg.com

*Attorney for Plaintiffs and the Putative
Settlement Class*

EXHIBIT 2-A

Milberg.
COLEMAN BRYSON PHILLIPS GROSSMAN

Who We Are

Established by members of Milberg Phillips Grossman LLP, Sanders Phillips Grossman LLC, Greg Coleman Law PC, and Whitfield Bryson LLP, the firm represents plaintiffs in the areas of antitrust, securities, financial fraud, consumer protection, automobile emissions claims, defective drugs and devices, environmental litigation, financial and insurance litigation, and cyber law and security.

For over 50 years, Milberg and its affiliates have been protecting victims' rights and have recovered over \$50 billion for our clients. Our attorneys possess a renowned depth of legal expertise, employ the highest ethical and legal standards, and pride ourselves on providing stellar client service. We have repeatedly been recognized as leaders in the plaintiffs' bar and appointed to leadership roles in prominent national mass torts and class actions.

Milberg challenges corporate wrongdoing through class action, mass tort, consumer, and shareholder rights services, both domestically and globally.

Milberg's previous litigation efforts helped to create a new era of corporate accountability that put big companies on notice. The strategic combination of four leading plaintiffs' firms offers clients expanded capabilities, greater geographical coverage, enhanced financial breadth, and increased operational capacity. It also enables the firm to serve diverse and global clients who are seeking to enforce their rights against well-financed corporations—wherever they operate.

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Practice Areas

Antitrust & Competition Law

Today, on a global scale, consolidated corporate entities exercise dominating market power, but proper enforcement of antitrust law ensures a fair, competitive marketplace. Milberg prosecutes complex antitrust class actions against large, well-funded corporate defendants in healthcare, technology, agriculture, and manufacturing. Our leading practitioners successfully represent plaintiffs affected by price-fixing, monopolization, monopoly leveraging tying arrangements, exclusive dealing, and refusals to deal. The firm continues aggressively vindicating rights of plaintiffs victimized by antitrust violations, holding companies accountable for anticompetitive behavior.

Complex Litigation

With 50 years of vetted success, Milberg handles complex, high-stakes cases at any stage of the litigation process. Our attorneys have experience litigating complex cases for business and plaintiffs outside of class action context, business torts, contract disputes, anti-SLAPP motions, corporations, LLCs, partnerships, real estate, and intellectual property. The repeated success of our attorneys against well-funded adversaries with top-tier counsel has established Milberg as the go-to firm for complex litigation.

Consumer Products

Milberg's consumer litigation group focuses on protecting victims of deceptive marketing and advertising of goods and services, or those who have bought defective products. Our attorneys are experienced in handling a wide array of consumer protection lawsuits, including breach of contract, failure to warn, false or deceptive advertising of goods and services, faulty, dangerous, or defective products, warranty claims, unfair trade practices, and notable product cases. Milberg has achieved real-world recoveries for clients, often requiring corporations to change the way they do business. Our team of attorneys has extensive experience representing plaintiffs against well-resourced and sophisticated defendants.

Consumer Services

Consumers have rights, and companies providing consumer services have a legal obligation to abide by contractual agreements made with customers. Companies must also follow state and federal laws that prohibit predatory, deceptive, and unscrupulous business practices. Milberg's Consumer Services litigation group protects consumers whose rights have been violated by improperly charged fees, predatory and discriminatory lending, illegal credit reporting practices, and invasion of privacy. We also enforce consumer rights by upholding The Fair Credit Reporting Act and Telephone Consumer Protection Act.

Class Action Lawsuits

Milberg pioneered federal class action litigation and is recognized as a leader in defending the rights of victims of corporate and large-scale wrongdoings. We have the manpower, resources, technology, and experience necessary to provide effective representation in nationwide class action lawsuits. Our attorneys have led class actions resulting in settlements up to billions of dollars across a variety of practice areas, including defective consumer products, pharmaceutical drugs, insurance, securities, antitrust, environmental and toxic torts, consumer protection, and breach of contract.

Dangerous Drugs & Devices

For some patients, medication and medical devices improve their lives. For others, the drugs and equipment have questionable benefits, at best, and serious, unintended side effects at worst. Taking on drug and device makers requires a law firm that can stand up to the world's largest, most powerful companies. Our defective drug lawyers have held leadership roles in many national drug and device litigations, recovering billions of dollars in compensation.

Data Breach, Cyber Security & Biometric Data Lawsuits

Technology changes faster than laws regulate it. Staying ahead of legal technical issues requires a law firm that can see the full picture of innovation and apply past lessons to navigate fast-moving developments, putting consumers ahead of corporate interests. Our data breach and privacy lawyers work at the cutting edge of technology and law, creating meaningful checks and balances against technology and the companies that wield it. Cyber security threats continue evolving and posing new consumer risks. Milberg will be there every step of the way to protect consumer privacy and hold big companies accountable.

Environmental and Toxic Torts Litigation

Litigation is key in fighting to preserve healthy ecosystems and hold environmental lawbreakers accountable. But in today's globalized world, pollutants—and polluters—are not always local. Corporations have expanded their reach and ability to cause harm. Our environmental litigation practice focuses on representing clients in mass torts, class actions, multi-district litigation, regulatory enforcement, citizen suits, and other complex environmental and toxic tort matters. The companies involved in harmful environmental practices are large, wealthy, and globally influential, but as an internationally recognized plaintiffs' firm, Milberg has the strength and resources to present clients seeking to enforce their environmental rights against well-financed corporations—wherever they operate.

Finance & Insurance Litigation

Big banks and public insurance firms are obligated by their corporate charters to put shareholders' interests ahead of client interests. However, that doesn't mean they can deceive clients to profit at their expense. Milberg's attorneys handle hundreds of insurance-related disputes, including first party bad faith insurance cases, business interruption cases, and hurricane insurance cases. As one of the nation's top class action law firms, we are well-positioned to pursue insurance bad faith cases on a statewide or nationwide basis.

Public Client Representation

The ability of governments to serve and protect their residents is often threatened by the combination of lower revenues and rising costs. Budget shortfalls are increasing in part because private companies externalize costs, but while corporate profits grow, public interest pays the price. Effectuating meaningful change through litigation, Milberg partners with state and local governments to address the harms facing its residents. Internationally, Milberg's Public Client Practice has achieved success against global powerhouse corporations, including drug, tobacco, mining, and oil and gas companies.

Securities Litigation

Over 50 years ago, Milberg pioneered litigation claims involving investment products, securities, and the banking industry by using class action lawsuits. Our litigation set the standard for case theories, organization, discovery, methods of settlement, and amounts recovered for clients. Milberg continues to aggressively pursue these cases on behalf of institutional and individual investors harmed by financial wrongdoing. Inventors of securities class actions, Milberg has decades of experience holding companies accountable both in the United States and globally.

Whistleblower & Qui Tam

Blowing the whistle on illegal or unethical conducted is a form of legally protected speech. Milberg's whistleblower attorneys have led actions that returned hundreds of millions of dollars in ill-gotten gains, resulting in significant awards of our clients. Our legacy of standing up to corporate power extends to advocating for greater transparency. In addition to representing whistleblowers, we fight back against corporate-backed laws seeking to deter them from making disclosures.

“Scoring impressive victories against companies guilty of outrageous behavior.”

- Forbes

“ A powerhouse that compelled miscreant and recalcitrant businesses to pay billions of dollars to aggrieved shareholders and customers”

- New York Times

Recent Leadership Roles

In re: Google Play Consumer Antitrust Litigation, 20-CV-05761 (N.D. Cal.)
In re: Elmiron (Pentosan Polysulfate Sodium) Products Liability Litigation MDL No. 2973
In re: Johnson & Johnson Talcum Powder Products Marketing, Sales Practices & Products Liability Litigation
In re: Blackbaud Data Privacy MDL No. 2972
In re: Paragard IUD Products Liability Litigation MDL No. 2974
In re: Seresto Flea & Tick Collar, Marketing Sales Practices & Product Liability Litigation MDL No. 3009
In re: All-Clad Metalcrafters, LLC, Cookware Marketing and Sales Practices Litigation
In re: Allergan Biocell Textured Breast Implant Product Liability Litigation

| | |
|---|----------------------------|
| In re: Zicam | In re: Mirena |
| In re: Guidant Corp. Implantable Defibrillators | In re: Talcum Powder |
| In re: Ortho Evra | In re: Incretin |
| In re: Yaz | In re: Chantix |
| In re: Kugel Mesh | In re: Regla |
| In re: Medtronic Sprint Fidelis Leads | In re: Levaquin Litigation |
| In re: Depuy Pinnacle | In re: Zimmer Nexgen Knee |
| In re: Stand 'N Seal | In re: Fresenius Granuflo |
| In re: Chantix | In re: Propecia |
| In re: Fosamax | In re: Transvaginal Mesh |
| In re: Olmesartan | In re: Fluoroquinolones |
| In re: Onglyza (Saxagliptin) And Kombiglyze XR | In re: Depuy Pinnacle |
| In re: Risperdal and Invega Product Liability Cases | |

Notable Recoveries

\$3.2 Billion Settlement - In re: Tyco International Ltd., Securities Litigation, MDL 1335 (D.N.H.)
\$4 Billion Settlement - In re: Prudential Insurance Co. Sales Practice Litigation, No. 95-4704 (D.N.J.)
\$1.14 Billion Settlement - In Re: Nortel Networks Corp. Securities Litigation, No. 01-1855 (S.D.N.Y.)
\$1 Billion-plus Trial Verdict - Vivendi Universal, S.A. Securities Litigation
\$1 Billion Settlement - NASDAQ Market-Makers Antitrust Litigation
\$1 Billion Settlement - W.R. Grace & Co.
\$1 Billion-plus Settlement - Merck & Co., Inc. Securities Litigation
\$775 Million Settlement - Washington Public Power Supply System Securities Litigation

Locations

CHICAGO

227 W. Monroe Street Suite, Suite 2100
Chicago, Illinois 60606

NEW JERSEY

1 Bridge Plaza North, Suite 275
Fort Lee, New Jersey 07024

NEW YORK

100 Garden City Plaza
Garden City, New York 11530

NORTH CAROLINA

900 W. Morgan Street
Raleigh, North Carolina 27603

PUERTO RICO

1311 Avenida Juan Ponce de León
San Juan, Puerto Rico 00907

SEATTLE

1420 Fifth Ave, Suite 2200
Seattle, Washington 98101

SOUTH CAROLINA

825 Lowcountry Blvd, Suite 101
Mount Pleasant, South Carolina 29464

TENNESSEE

800 S. Gay Street, Suite 1100
Knoxville, Tennessee 37929

518 Monroe Street

Nashville, Tennessee 37208

WASHINGTON D.C.

5335 Wisconsin Avenue NW , Suite 440
Washington, D.C., 20015





www.milberg.com

EXHIBIT 3

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

BRIANNA BOONE, ASHLEY MCCLINTON,
and K.F.C, a minor, by and through her
guardian, ERIN RENTFRO, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

SNAP INC.,

Defendant.

Case No. 2022LA000708

**DECLARATION OF STEVEN WEISBROT, ESQ. RE: ANGEION GROUP, LLC
QUALIFICATIONS AND IMPLEMENTATION OF THE NOTICE PLAN**

I, Steven Weisbrot, under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, certify that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the I certify as aforesaid that I verily believes the same to be true:

1. I am the President and Chief Executive Officer at the class action notice and claims administration firm Angeion Group, LLC (“Angeion”). Angeion specializes in designing, developing, analyzing, and implementing large-scale, un-biased, legal notification plans.
2. I have personal knowledge of the matters stated herein. In forming my opinions regarding notice in this action, I have drawn from my extensive class action experience, as described below.
3. I have been responsible in whole or in part for the design and implementation of hundreds of court-approved notice and administration programs, including some of the largest and most complex notice plans in recent history. I have taught numerous accredited Continuing Legal Education courses on the Ethics of Legal Notification in Class Action Settlements, using Digital Media in Due Process Notice Programs, as well as Claims Administration, generally. I am the author of multiple articles on Class Action Notice, Claims Administration, and Notice Design in

publications such as Bloomberg, BNA Class Action Litigation Report, Law360, the ABA Class Action and Derivative Section Newsletter, and I am a frequent speaker on notice issues at conferences throughout the United States and internationally.

4. I was certified as a professional in digital media sales by the Interactive Advertising Bureau (“IAB”) and I am co-author of the Digital Media section of Duke Law’s *Guidelines and Best Practices—Implementing 2018 Amendments to Rule 23* and the soon to be published George Washington Law School Best Practices Guide to Class Action Litigation.

5. I have given public comment and written guidance to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, broadcast media, digital media, and print publication, in effecting Due Process notice, and I have met with representatives of the Federal Judicial Center to discuss the 2018 amendments to Rule 23 and offered an educational curriculum for the judiciary concerning notice procedures.

6. Prior to joining Angeion’s executive team, I was employed as Director of Class Action services at Kurtzman Carson Consultants, an experienced notice and settlement administrator. Prior to my notice and claims administration experience, I was employed in private law practice.

7. My notice work comprises a wide range of class actions that include data breach, mass disasters, product defect, false advertising, employment discrimination, antitrust, tobacco, banking, firearm, insurance, and bankruptcy cases.

8. I have been at the forefront of infusing digital media, as well as big data and advanced targeting, into class action notice programs. Courts have repeatedly recognized my work in the design of class action notice programs. A comprehensive summary of judicial recognition Angeion has received is attached hereto as **Exhibit A**.

9. By way of background, Angeion is an experienced class action notice and claims administration company formed by a team of executives that have had extensive tenures at five other nationally recognized claims administration companies. Collectively, the management team at Angeion has overseen more than 2,000 class action settlements and distributed over \$15 billion to class members. The executive profiles as well as the company overview are available at

https://www.angeiongroup.com/our_team.php.

10. As a class action administrator, Angeion has regularly been approved by both federal and state courts throughout the United States and abroad to provide notice of class actions and claims processing services.

11. This declaration will describe the Notice Plan for the Class that, if approved by the Court, Angeion will implement in this matter, including the considerations that informed the development of the plan and why we believe it will provide due process to Class Members. In my professional opinion, the proposed Notice Plan described herein is the best practicable notice under the circumstances and fulfills all due process requirements, fully comporting with 735 ILCS 5/2-801.

OVERVIEW OF THE NOTICE PLAN

12. The proposed Notice Plan provides for individual direct notice to all reasonably identifiable Settlement Class Members, combined with a robust media campaign consisting of state-of-the-art targeted internet notice, social media notice, and a paid search campaign. The Notice Plan further provides for the implementation of a dedicated settlement website and toll-free telephone line where Settlement Class Members can learn more about their rights and options pursuant to the terms of the Settlement. In addition, the Notice Plan includes a customized claim stimulation package to further diffuse news of the Settlement. Angeion has also been informed that Snap will provide an in-app notification in addition to the notice methods described herein.

13. As discussed in greater detail below, the media campaign component of the Notice Plan is designed to deliver an approximate 95.62% reach with an average frequency of 5.06 times. This number is calculated using objective syndicated advertising data relied upon by most advertising agencies and brand advertisers. It is further verified by sophisticated media software and calculation engines that cross reference which media is being purchased with the media habits of our specific Target Audience. What this means in practice is that 95.62% of our Target Audience will see a digital advertisement concerning the Settlement an average of 5.06 times each. The 95.62% reach is separate and apart from the direct notice efforts, dedicated website, and toll-free

telephone line, as well as the claim stimulation package, all of which are difficult to measure in terms of reach percentage but will nonetheless provide awareness and further diffuse news of the Settlement to Class Members.

14. The Federal Judicial Center states that a publication notice plan that reaches 70% of class members is one that reaches a “high percentage” and is within the “norm.” Barbara J. Rothstein & Thomas E. Willging, Federal Judicial Center, “Managing Class Action Litigation: A Pocket Guide for Judges,” at 27 (3d Ed. 2010).

DIRECT NOTICE

15. Angeion has been informed that it will receive email addresses for the identifiable Settlement Class Members who provided email addresses to Snap when signing up for Snapchat. The direct notice effort in this matter will consist of sending individual notice via email to Settlement Class Members for whom email addresses are provided to Angeion.

16. As an initial matter, Angeion designs the email notice to avoid many common “red flags” that might otherwise cause a potential Class Members’ spam filter to block or identify the email notice as spam. For instance, Angeion does not include attachments to the email notice because attachments are often interpreted by various Internet Service Providers (“ISP”) as spam. Rather, in accordance with industry best practices, Angeion includes a link to all operative documents so that Settlement Class Members can easily access this information.

17. Angeion will employ additional methods to help ensure that as many Settlement Class Members as possible receive notice via email. Specifically, prior to distributing email notice, Angeion will engage in an email updating process to help ensure the accuracy of recipient email addresses. Angeion also reviews email addresses for mis-transcribed characters and performs other hygiene, as appropriate.

18. Angeion also accounts for the real-world reality that some emails will inevitably fail to be delivered during the initial delivery attempt. Therefore, after the initial noticing campaign is complete, Angeion, after an approximate 24-72-hour rest period, which allows any temporary block at the ISP level to expire, causes a second round of email noticing to continue to any email

addresses that were previously identified as soft bounces and not delivered. In our experience, this minimizes emails that may have erroneously failed to deliver due to sensitive servers and optimizes delivery.

19. At the completion of the email campaign, Angeion will report to the Court concerning the rate of delivered emails accounting for any emails that are blocked at the ISP level. In short, the Court will possess a detailed, verified account of the success rate of the entire direct email notice campaign.

MEDIA NOTICE

Programmatic Display Advertising

20. Angeion will utilize a form of internet advertising known as Programmatic Display Advertising¹, which is the leading method of buying digital advertisements in the United States, to provide notice of the Settlement to Settlement Class Members. In laymen’s terms, programmatic advertising is a method of advertising where an algorithm identifies and examines demographic profiles and uses advanced technology to place advertisements on the websites where members of the audience are most likely to visit (these websites are accessible on computers, mobile phones and tablets). The media notice outlined below is strategically designed to provide notice of the Settlement to these individuals by driving them to the dedicated website where they can learn more about the Settlement, including their rights and options.

21. To develop the media notice campaign and to verify its effectiveness, our media team analyzed data from 2021 comScore Multi-Platform/MRI Simmons USA Fusion² to profile the

¹ Programmatic Display Advertising is a trusted method specifically utilized to reach defined target audiences. It has been reported that U.S. advertisers spent nearly \$105.99 billion on programmatic display advertising in 2021, and it is estimated that approximately \$123.22 billion will be spent on programmatic display advertising 2022. See <https://www.emarketer.com/content/us-programmatic-digital-display-ad-spending-2022>.

² GfK MediaMark Research and Intelligence LLC (“GfK MRI”) provides demographic, brand preference and media-use habits, and captures in-depth information on consumer media choices, attitudes, and consumption of products and services in nearly 600 categories. comSCORE, Inc. (“comSCORE”) is a leading cross-platform measurement and analytics company that precisely measures audiences, brands, and consumer behavior, capturing 1.9 trillion global interactions monthly. comSCORE’s proprietary digital audience measurement methodology allows marketers to calculate audience reach in a manner not affected by variables such as cookie deletion and cookie blocking/rejection, allowing these audiences to be reach more effectively. comSCORE operates in more than 75 countries, including the

Settlement Class and arrive at an appropriate Target Audience based on criteria pertinent to this Settlement. Specifically, the following syndicated research definition was used to profile potential Settlement Class Members:

- Social Media- 30-Day Net (Snapchat Inc (P) (MMx)) and State Group Codes: Illinois “or”
- Respondent Who is the Parent of a Child Under 18 Living in Household and State Group Codes: Illinois “or”
- Mobile Phone/Tablets “Apps” Personally Used Last 30 Days (Social Media and Video (e.g., short video clips)) and State Group Codes: Illinois.

22. Based on the target definition used, the size of the Target Audience for the media notice campaign is approximately 3,783,000 individuals. It is important to note that the Target Audience is distinct from the class definition, as is commonplace in class action notice plans. Utilizing once proxy audience maximizes the efficacy of the notice plan and is considered a best practice among media planners and class action notice experts alike. Using proxy audiences is also commonplace in both class action litigation and advertising generally³.

23. Additionally, the Target Audience is based on objective syndicated data, which is routinely used by advertising agencies and experts to understand the demographics, shopping habits and attitudes of the consumers that they are seeking to reach⁴. Using this form of objective data will allow the parties to report the reach and frequency to the Court, with the confidence that the reach percentage and the number of exposure opportunities complies with due process and exceeds the Federal Judicial Center’s threshold as to reasonableness in notification programs. Virtually all professional advertising agencies and commercial media departments use objective syndicated

United States, serving over 3,200 clients worldwide.

³ If the total population base (or number of class members) is unknown, it is accepted advertising and communication practice to use a proxy-media definition, which is based on accepted media research tools and methods that will allow the notice expert to establish that number. The percentage of the population reached by supporting media can then be established. Duke Law School, GUIDELINES AND BEST PRACTICES IMPLEMENTING 2018 AMENDMENTS TO RULE 23 CLASS ACTION SETTLEMENT PROVISIONS, at 56.

⁴ The notice plan should include an analysis of the makeup of the class. The target audience should be defined and quantified. This can be established through using a known group of customers, or it can be based on a proxy-media definition. Both methods have been accepted by the courts and, more generally, by the advertising industry, to determine a population base. *Id* at 56.

data tools, like the ones described above, to quantify net reach. Sources like these guarantee that advertising placements can be measured against an objective basis and confirm that reporting statistics are not overstated. They are ubiquitous tools in a media planner's arsenal and are regularly accepted by courts in evaluating the efficacy of a media plan, or its component parts. Understanding the socio-economic characteristics, interests and practices of a target group aids in the proper selection of media to reach that target. Here, the Target Audience has been reported to have the following characteristics:

- 74.48% are ages 25-54, with a median age of 40.0 years old
- 50.07% are female
- 60.48% are now married
- 73.85% have children
- 39.55% have received a bachelor's or post-graduate degree
- 60.78% are currently employed full time
- The average household income is \$96,200
- 88.64% have used social media in the last 30 days

24. To identify the best vehicles to deliver messaging to the Target Audience, the media quintiles, which measure the degree to which an audience uses media relative to the general population were reviewed. Here, the objective syndicated data shows that members of the Target Audience spend an average of approximately 31.3 hours per month on the internet.

25. Given the strength of digital advertising, as well as our Target Audience's consistent internet use, we recommend utilizing a robust internet advertising campaign to reach Settlement Class Members. This media schedule will allow us to deliver an effective reach level and a vigorous frequency, which will provide due and proper notice to the Settlement Class.

26. Multiple targeting layers will be implemented into the programmatic campaign to help ensure delivery to the most appropriate users, inclusive of the following tactics:

- Look-a-like Modeling: This technique utilizes data methods to build a look-a-like audience against known Settlement Class Members.

- Predictive Targeting: This technique allows technology to “predict” which users will be served the advertisement about the settlement.
- Audience Targeting: This technique utilizes technology and data to serve the impressions to the intended audience based on demographics, purchase behaviors and interests.
- Site Retargeting: This technique is a targeting method used to reach potential Settlement Class Members who have already visited the dedicated case website while they browse other pages. This allows Angeion to provide a potential Settlement Class Member sufficient exposure to an advertisement about the Settlement.
- Geotargeting: The campaign will be geotargeted to the state of Illinois.

27. To combat the possibility of non-human viewership of the digital advertisements and to verify effective unique placements, Angeion employs Oracle’s BlueKai, Adobe’s Audience Manger and/or Lotame, which are demand management platforms (“DMP”). DMPs allow Angeion to learn more about the online audiences that are being reached. Further, online ad verification and security providers such as Comscore Content Activation, DoubleVerify, Grapeshot, Peer39 and Moat will be deployed to provide a higher quality of service to ad performance.

Social Media

28. The social media campaign component of the proposed Notice Plan will utilize leading social media platforms in the United States and, specifically, Illinois: Facebook, Instagram, Twitter, Reddit and TikTok. The social media campaign uses an interest-based approach which focuses on the interests that users exhibit while on the social media platforms, capitalizing on the Target Audience’s propensity to engage in social media (88.64% of the Target Audience have used social media in the last 30 days).

29. The social media campaign will utilize specific tactics to further qualify and deliver impressions to the Target Audience. We will use Facebook Marketing platform and its technology to serve ads on both Facebook and Instagram against the Target Audience. Look-a-like modeling allows the use of consumer characteristics to serve ads. Based on these characteristics, we can

build different consumer profile segments to ensure the notice plan messaging is delivered to the proper audience. Conquesting allows ads to be served in relevant placements to further alert prospective Settlement Class Members. The social media ads will likewise be targeted to the state of Illinois.

30. The social media campaign will engage with the Target Audience via a mix of news feed and story units to optimize performance via desktop sites, mobile sites, and mobile apps. For example, Facebook image ads will appear natively in desktop newsfeeds (on Facebook.com) and mobile app newsfeeds (via the Facebook app or Facebook.com mobile site), and on desktops via right-column ads. Instagram Photo and Stories ads will appear on the desktop site (on Instagram.com) and mobile app feed (via the Instagram app or Instagram.com mobile site), and in users' story feeds.

Paid Search Campaign

31. The Notice Plan also includes a paid search campaign on Google to help drive Settlement Class Members who are actively searching for information about the Settlement to the dedicated Settlement Website. Paid search ads will complement the programmatic and social media campaigns, as search engines are frequently used to locate a specific website, rather than a person typing in the URL. Search terms would relate to not only the Settlement itself but also the subject-matter of the litigation. In other words, the paid search ads are driven by the individual user's search activity, such that if that individual searches for (or has recently searched for) the Settlement, litigation or other terms related to the Settlement, that individual could be served with an advertisement directing them to the Settlement Website.

32. The comprehensive state-of-the-art media notice outlined above is designed to deliver an approximate 18.2 million impressions.

CLAIMS STIMULATION PROGRAM

33. In addition to the above-described notice efforts, Angeion will implement a customized and strategic Claims Stimulation package consisting of a press release, sponsored listings on two leading class action settlement websites and active listening on Facebook, Instagram, TikTok and

Twitter. The Claims Stimulation noticing will use simplified messaging specifically designed to drive Settlement Class Members to the Settlement Website and ultimately submit a claim.

Press Release

34. Angeion will also cause a press release to be distributed over GlobeNewswire (or a similar press release distribution service) to further diffuse news of the Settlement. The press release will help garner “earned media” (i.e., other media outlets and/or publications will report the story) separate and apart to supplement the direct notice efforts outlined herein which will lead to increased awareness and participation amongst members of the Settlement Class.

Sponsored Class Action Website Listings

35. Angeion will cause the Settlement to be listed and promoted through two leading class action settlement websites, www.topclassactions.com and www.classaction.org. These sites are known to create awareness of pending settlements among consumers and, while not measured in terms of the reported reach percentage, will be instrumental in seeding and disbursing news of the underlying settlement. Top Class Actions averages 3 million monthly visitors, has approximately 900,000 newsletter subscribers and 145,000 Facebook followers. ClassAction.org averages 100,000 page-views per month and has approximately 130,000 newsletter subscribers. Representative samples of listings on Top Class Actions and ClassAction.org can be viewed on their respective websites.

36. The promotion these websites is not capable of precise reach calculations and is thus not included in the reach and frequency figures presented to the Court. Nonetheless, this mechanism will serve an important function in that they will help stimulate interest in the Settlement and drive Settlement Class Members to the dedicated settlement website to read and understand their rights and options under the Settlement.

Active Listening

37. Angeion will also cause the Settlement to be promoted on Facebook, Instagram, TikTok and Twitter. Our methodology includes an “active listening” component wherein we monitor

online traffic on these social media platforms for discussion of the Settlement, and actively provide notice, and/or answers to frequently asked question as appropriate.

SETTLEMENT WEBSITE & TOLL-FREE TELEPHONE SUPPORT

38. The Notice Plan will also implement the creation of a case-specific website, where Settlement Class Members can easily view general information about this class action Settlement, review relevant court documents, and view important dates and deadlines pertinent to the Settlement. The Settlement Website will be designed to be user-friendly and make it easy for Settlement Class Members to find information about the case. The Settlement Website will also have a “Contact Us” page whereby Settlement Class Members can send an email with any additional questions to a dedicated email address. Likewise, Settlement Class Members will also be able to submit a claim form online via the Settlement Website.

39. A toll-free hotline devoted to this case will be implemented to further apprise Settlement Class Members of their rights and options pursuant to the terms of the Settlement. The toll-free hotline will utilize an interactive voice response (“IVR”) system to provide Settlement Class Members with responses to frequently asked questions and provide essential information regarding the Settlement in both English and Spanish. This hotline will be accessible 24 hours a day, 7 days a week. Additionally, Settlement Class Members will be able to request a copy of the Notice or Claim Form via the toll-free hotline.

REACH AND FREQUENCY

40. This declaration describes the reach and frequency evidence which courts systemically rely upon in reviewing class action publication notice programs for adequacy. The reach percentage exceeds the guidelines as set forth in the Federal Judicial Center’s Judges’ Class Action Notice and Claims Process Checklist and Plain Language Guide to effectuate a notice program which reaches a high degree of class members.

41. Specifically, the media portions of the Notice Plan are designed to deliver an approximate 95.62% reach with an average frequency of 5.06 times each. The 95.62% reach does not include the direct notice efforts, dedicated settlement website or toll-free hotline, which are not calculable

in reach percentage but will nonetheless aid in informing Settlement Class Members of their rights and options under the Settlement and is also independent from the claim stimulation package.

CONCLUSION

42. The Notice Plan outlined above includes direct notice to all reasonably identifiable Settlement Class Members, bolstered by a robust media campaign consisting of state-of-the-art internet advertising, a comprehensive social media campaign and a paid search campaign. Further, the Notice Plan provides for a carefully tailored claims stimulation package to further diffuse notice of the Settlement and remind Settlement Class Members of their ability to submit claims during the claim filing period and includes the implementation of a dedicated settlement website and toll-free hotline to further inform Settlement Class Members of their rights and options in the Settlement.

43. In my professional opinion, the Notice Plan described herein will provide full and proper notice to Settlement Class Members before the claims, opt-out, and objection deadlines. Moreover, it is my opinion that Notice Plan is the best notice that is practicable under the circumstances, fully comports with due process and 735 ILCS 5/2-801. After the Notice Plan has concluded, Angeion will provide a final report verifying its effective implementation to this Court.

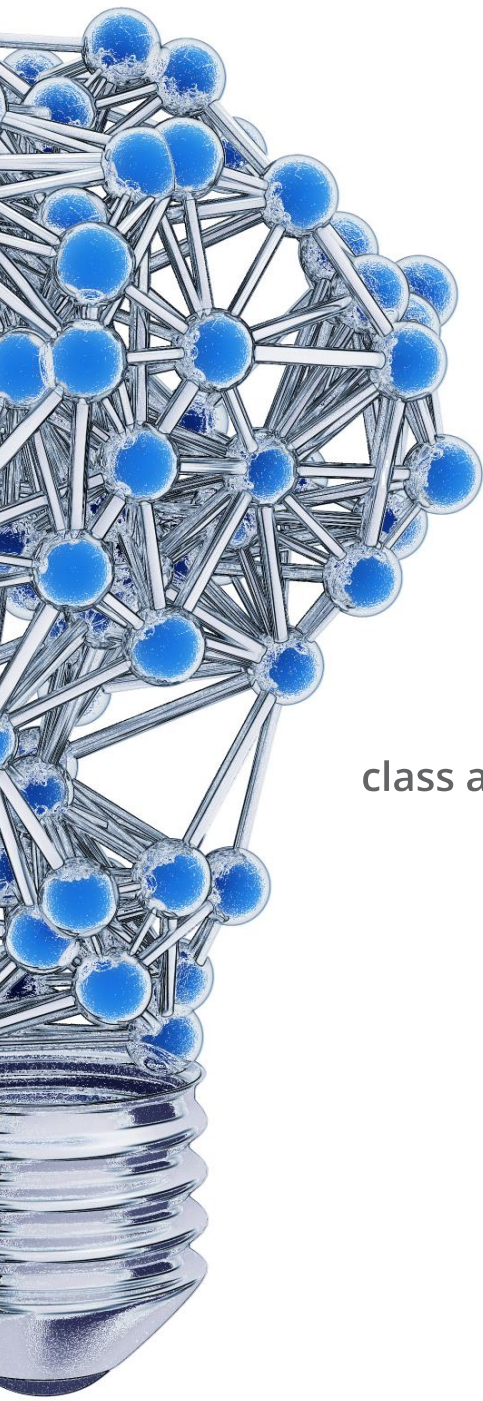
I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: August 3, 2022



STEVEN WEISBROT

Exhibit A



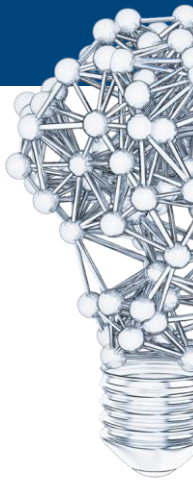
INNOVATION

IT'S PART OF OUR DNA

class action | mass tort | legal noticing | litigation support



Judicial Recognition



IN RE: APPLE INC. DEVICE PERFORMANCE LITIGATION

Case No. 5:18-md-02827

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 17, 2021): Angeion undertook a comprehensive notice campaign...The notice program was well executed, far-reaching, and exceeded both Federal Rule of Civil Procedure 23(c)(2)(B)'s requirement to provide the "best notice that is practicable under the circumstances" and Rule 23(e)(1)(B)'s requirement to provide "direct notice in a reasonable manner."

IN RE: TIKTOK, INC., CONSUMER PRIVACY LITIGATION

Case No. 1:20-cv-04699

The Honorable John Z. Lee, United States District Court, Northern District of Illinois (October 1, 2021): The Court approves, as to form and content, the proposed Class Notices submitted to the Court. The Court finds that the Settlement Class Notice Program outlined in the Declaration of Steven Weisbrot on Settlement Notices and Notice Plan (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement; (iii) is reasonable and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv) meets all requirements of applicable law, Federal Rule of Civil Procedure 23, and due process.

IN RE: GOOGLE PLUS PROFILE LITIGATION

Case No. 5:18-cv-06164

The Honorable Edward J. Davila, United States District Court, Northern District of California (January 25, 2021): The Court further finds that the program for disseminating notice to Settlement Class Members provided for in the Settlement, and previously approved and directed by the Court (hereinafter, the "Notice Program"), has been implemented by the Settlement Administrator and the Parties, and such Notice Program, including the approved forms of notice, is reasonable and appropriate and satisfies all applicable due process and other requirements, and constitutes best notice reasonably calculated under the circumstances to apprise Settlement Class Members...

IN RE: FACEBOOK INTERNET TRACKING LITIGATION

Case No. 5:12-md-02314

The Honorable Edward J. Davila, United States District Court, Northern District of California (March 31, 2022): The Court approves the Notice Plan, Notice of Proposed Class Action Settlement, Claim Form, and Opt-Out Form, which are attached to the Settlement Agreement as Exhibits B-E, and finds that their dissemination substantially in the manner and form set forth in the Settlement Agreement meets the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Actions, the effect of the proposed Settlement (including the releases contained therein), the anticipated Motion for a Fee and Expense Award and for Service Awards, and their rights to participate in, opt out of, or object to any aspect of the proposed Settlement.



CITY OF LONG BEACH v. MONSANTO COMPANY

Case No. 2:16-cv-03493

The Honorable Fernando M. Olguin, United States District Court, Central District of California (March 14, 2022): The court approves the form, substance, and requirements of the class Notice, (Dkt.278-2, Settlement Agreement, Exh. I). The proposed manner of notice of the settlement set forth in the Settlement Agreement constitutes the best notice practicable under the circumstances and complies with the requirements of due process.

STEWART v. LEXISNEXIS RISK DATA RETRIEVAL SERVICES, LLC

Case No. 3:20-cv-00903

The Honorable John A. Gibney Jr., United States District Court, Eastern District of Virginia (February 25, 2022): The proposed forms and methods for notifying the proposed Settlement Class Members of the Settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled to notice...Based on the foregoing, the Court hereby approves the notice plans developed by the Parties and the Settlement Administrator and directs that they be implemented according to the Agreement and the notice plans attached as exhibits.

WILLIAMS v. APPLE INC.

Case No. 3:19-cv-0400

The Honorable Laurel Beeler, United States District Court, Northern District of California (February 24, 2022): The Court finds the Email Notice and Website Notice (attached to the Agreement as Exhibits 1 and 4, respectively), and their manner of transmission, implemented pursuant to the Agreement (a) are the best practicable notice, (b) are reasonably calculated, under the circumstances, to apprise the Subscriber Class of the pendency of the Action and of their right to object to or to exclude themselves from the proposed settlement, (c) are reasonable and constitute due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all requirements of applicable law.

CLEVELAND v. WHIRLPOOL CORPORATION

Case No. 0:20-cv-01906

The Honorable Wilhelmina M. Wright, United States District Court, District of Minnesota (December 16, 2021): It appears to the Court that the proposed Notice Plan described herein, and detailed in the Settlement Agreement, comports with due process, Rule 23, and all other applicable law. Class Notice consists of email notice and postcard notice when email addresses are unavailable, which is the best practicable notice under the circumstances...The proposed Notice Plan complies with the requirements of Rule 23, Fed. R. Civ. P., and due process, and Class Notice is to be sent to the Settlement Class Members as set forth in the Settlement Agreement and pursuant to the deadlines above.

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RASMUSSEN v. TESLA, INC. d/b/a TESLA MOTORS, INC.

Case No. 5:19-cv-04596

The Honorable Beth Labson Freeman, United States District Court, Northern District of California (December 10, 2021): The Court has carefully considered the forms and methods of notice to the Settlement Class set forth in the Settlement Agreement (“Notice Plan”). The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the requirements of due process, and the requirements of any other applicable law, such that the terms of the Settlement Agreement, the releases provided for therein, and this Court’s final judgment will be binding on all Settlement Class Members.

CAMERON v. APPLE INC.

Case No. 4:19-cv-03074

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 16, 2021): The parties’ proposed notice plan appears to be constitutionally sound in that plaintiffs have made a sufficient showing that it is: (i) the best notice practicable; (ii) reasonably calculated, under the circumstances, to apprise the Class members of the proposed settlement and of their right to object or to exclude themselves as provided in the settlement agreement; (iii) reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet all applicable requirements of due process and any other applicable requirements under federal law.

RISTO v. SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

Case No. 2:18-cv-07241

The Honorable Christina A. Snyder, United States District Court, Central District of California (November 12, 2021): The Court approves the publication notice plan presented to this Court as it will provide notice to potential class members through a combination of traditional and digital media that will consist of publication of notice via press release, programmatic display digital advertising, and targeted social media, all of which will direct Class Members to the Settlement website...The notice plan satisfies any due process concerns as this Court certified the class under Federal Rule of Civil Procedure 23(b)(1)...

JENKINS v. NATIONAL GRID USA SERVICE COMPANY, INC.

Case No. 2:15-cv-01219

The Honorable Joanna Seybert, United States District Court, Eastern District of New York (November 8, 2021): Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the proposed Notice Plan and procedures set forth at Section 8 of the Settlement, including the form and content of the proposed forms of notice to the Settlement Class attached as Exhibits C-G to the Settlement and the proposed procedures for Settlement Class Members to exclude themselves from the Settlement Class or object. The Court finds that the proposed Notice Plan meets the requirements of due process under the United States Constitution and Rule 23, and that such Notice Plan—which includes direct notice to Settlement Class Members sent via first class U.S. Mail and email; the establishment of a Settlement Website (at the URL, www.nationalgridtcpasettlement.com) where Settlement Class Members can view the full settlement agreement, the detailed long-form notice (in English and Spanish),



and other key case documents; publication notice in forms attached as Exhibits E and F to the Settlement sent via social media (Facebook and Instagram) and streaming radio (e.g., Pandora and iHeart Radio). The Notice Plan shall also include a paid search campaign on search engine(s) chosen by Angeion (e.g., Google) in the form attached as Exhibits G and the establishment of a toll-free telephone number where Settlement Class Members can get additional information—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

NELLIS v. VIVID SEATS, LLC

Case No. 1:20-cv-02486

The Honorable Robert M. Dow, Jr., United States District Court, Northern District of Illinois (November 1, 2021): The Notice Program, together with all included and ancillary documents thereto, (a) constituted reasonable notice; (b) constituted notice that was reasonably calculated under the circumstances to apprise members of the Settlement Class of the pendency of the Litigation...(c) constituted reasonable, due, adequate and sufficient notice to all Persons entitled to receive notice; and (d) met all applicable requirements of due process and any other applicable law. The Court finds that Settlement Class Members have been provided the best notice practicable of the Settlement and that such notice fully satisfies all requirements of law as well as all requirements of due process.

PELLETIER v. ENDO INTERNATIONAL PLC

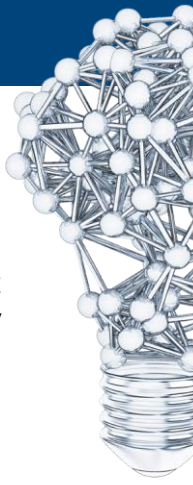
Case No. 2:17-cv-05114

The Honorable Michael M. Baylson, United States District Court, Eastern District of Pennsylvania (October 25, 2021): The Court approves, as to form and content, the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”), the Proof of Claim and Release form (the “Proof of Claim”), and the Summary Notice, annexed hereto as Exhibits A-1, A-2, and A-3, respectively, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice, substantially in the manner and form set forth in ¶¶7-10 of this Order, meet the requirements of Rule 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

BIEGEL v. BLUE DIAMOND GROWERS

Case No. 7:20-cv-03032

The Honorable Cathy Seibel, United States District Court, Southern District of New York (October 25, 2021): The Court finds that the Notice Plan, set forth in the Settlement Agreement and effectuated pursuant to the Preliminary Approval Order: (i) was the best notice practicable under the circumstances; (ii) was reasonably calculated to provide, and did provide, due and sufficient notice to the Settlement Class regarding the existence and nature of the Action...and (iii) satisfied the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and all other applicable law.



QUINTERO v. SAN DIEGO ASSOCIATION OF GOVERNMENTS

Case No. 37-2019-00017834-CU-NP-CTL

The Honorable Eddie C. Sturgeon, Superior Court of the State of California, County of San Diego (September 27, 2021): The Court has reviewed the class notices for the Settlement Class and the methods for providing notice and has determined that the parties will employ forms and methods of notice that constitute the best notice practicable under the circumstances; are reasonably calculated to apprise class members of the terms of the Settlement and of their right to participate in it, object, or opt-out; are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and meet all constitutional and statutory requirements, including all due process requirements and the California Rules of Court.

HOLVE v. MCCORMICK & COMPANY, INC.

Case No. 6:16-cv-06702

The Honorable Mark W. Pedersen, United States District Court for the Western District of New York (September 23, 2021): The Court finds that the form, content and method of giving notice to the Class as described in the Settlement Agreement and the Declaration of the Settlement Administrator: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action...(c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution.

CULBERTSON T AL. v. DELOITTE CONSULTING LLP

Case No. 1:20-cv-03962

The Honorable Lewis J. Liman, United States District Court, Southern District of New York (August 27, 2021): The notice procedures described in the Notice Plan are hereby found to be the best means of providing notice under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement Agreement and the Final Approval Hearing to all persons affected by and/or entitled to participate in the Settlement Agreement, in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure and due process of law.

PULMONARY ASSOCIATES OF CHARLESTON PLLC v. GREENWAY HEALTH, LLC

Case No. 3:19-cv-00167

The Honorable Timothy C. Batten, Sr., United States District Court, Northern District of Georgia (August 24, 2021): Under Rule 23(c)(2), the Court finds that the content, format, and method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot filed on July 2, 2021, and the Settlement Agreement and Release, including notice by First Class U.S. Mail and email to all known Class Members, is the best notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and due process.



IN RE: BROILER CHICKEN GROWER ANTITRUST LITIGATION (NO II)

Case No. 6:20-md-02977

The Honorable Robert J. Shelby, United States District Court, Eastern District of Oklahoma (August 23, 2021): The Court approves the method of notice to be provided to the Settlement Class as set forth in Plaintiffs' Motion and Memorandum of Law in Support of Motion for Approval of the Form and Manner of Class Notice and Appointment of Settlement Administrator and Request for Expedited Treatment and the Declaration of Steven Weisbrot on Angeion Group Qualifications and Proposed Notice Plan...The Court finds and concludes that such notice: (a) is the best notice that is practicable under the circumstances, and is reasonably calculated to reach the members of the Settlement Class and to apprise them of the Action, the terms and conditions of the Settlement, their right to opt out and be excluded from the Settlement Class, and to object to the Settlement; and (b) meets the requirements of Federal Rule of Civil Procedure 23 and due process.

ROBERT ET AL. v. AT&T MOBILITY, LLC

Case No. 3:15-cv-03418

The Honorable Edward M. Chen, United States District Court, Northern District of California (August 20, 2021): The Court finds that such Notice program, including the approved forms of notice: (a) constituted the best notice that is practicable under the circumstances; (b) included direct individual notice to all Settlement Class Members who could be identified through reasonable effort, as well as supplemental notice via a social media notice campaign and reminder email and SMS notices; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the nature of this Action ... (d) constituted due, adequate and sufficient notice to all persons entitled to notice; and (e) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process under the U.S. Constitution, and any other applicable law.

PYGIN v. BOMBAS, LLC

Case No. 4:20-cv-04412

The Honorable Jeffrey S. White, United States District Court, Northern District of California (July 12, 2021): The Court also concludes that the Class Notice and Notice Program set forth in the Settlement Agreement satisfy the requirements of due process and Rule 23 and provide the best notice practicable under the circumstances. The Class Notice and Notice Program are reasonably calculated to apprise Settlement Class Members of the nature of this Litigation, the Scope of the Settlement Class, the terms of the Settlement Agreement, the right of Settlement Class Members to object to the Settlement Agreement or exclude themselves from the Settlement Class and the process for doing so, and of the Final Approval Hearing. Accordingly, the Court approves the Class Notice and Notice Program and the Claim Form.

WILLIAMS ET AL. v. RECKITT BENCKISER LLC ET AL.

Case No. 1:20-cv-23564

The Honorable Jonathan Goodman, United States District Court, Southern District of Florida (April 23, 2021): The Court approves, as to form and content, the Class Notice and Internet Notice submitted by the parties (Exhibits B and D to the Settlement Agreement or Notices

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substantially similar thereto) and finds that the procedures described therein meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and provide the best notice practicable under the circumstances. The proposed Class Notice Plan -- consisting of (i) internet and social media notice; and (ii) notice via an established a Settlement Website -- is reasonably calculated to reach no less than 80% of the Settlement Class Members.

NELSON ET AL. v. IDAHO CENTRAL CREDIT UNION

Case No. CV03-20-00831, CV03-20-03221

The Honorable Robert C. Naftz, Sixth Judicial District, State of Idaho, Bannock County (January 19, 2021): The Court finds that the Proposed Notice here is tailored to this Class and designed to ensure broad and effective reach to it...The Parties represent that the operative notice plan is the best notice practicable and is reasonably designed to reach the settlement class members. The Court agrees.

IN RE: HANNA ANDERSSON AND SALESFORCE.COM DATA BREACH LITIGATION

Case No. 3:20-cv-00812

The Honorable Edward M. Chen, United States District Court, Northern District of California (December 29, 2020): The Court finds that the Class Notice and Notice Program satisfy the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure and provide the best notice practicable under the circumstances.

IN RE: PEANUT FARMERS ANTITRUST LITIGATION

Case No. 2:19-cv-00463

The Honorable Raymond A. Jackson, United States District Court, Eastern District of Virginia (December 23, 2020): The Court finds that the Notice Program...constitutes the best notice that is practicable under the circumstances and is valid, due and sufficient notice to all persons entitled thereto and complies fully with the requirements of Rule 23(c)(2) and the due process requirements of the Constitution of the United States.

BENTLEY ET AL. v. LG ELECTRONICS U.S.A., INC.

Case No. 2:19-cv-13554

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (December 18, 2020): The Court finds that notice of this Settlement was given to Settlement Class Members in accordance with the Preliminary Approval Order and constituted the best notice practicable of the proceedings and matters set forth therein, including the Litigation, the Settlement, and the Settlement Class Members' rights to object to the Settlement or opt out of the Settlement Class, to all Persons entitled to such notice, and that this notice satisfied the requirements of Federal Rule of Civil Procedure 23 and of due process.

IN RE: ALLURA FIBER CEMENT SIDING PRODUCTS LIABILITY LITIGATION

Case No. 2:19-mn-02886

The Honorable David C. Norton, United States District Court, District of South Carolina (December 18, 2020): The proposed Notice provides the best notice practicable under the



circumstances. It allows Settlement Class Members a full and fair opportunity to consider the proposed settlement. The proposed plan for distributing the Notice likewise is a reasonable method calculated to reach all members of the Settlement Class who would be bound by the settlement. There is no additional method of distribution that would be reasonably likely to notify Settlement Class Members who may not receive notice pursuant to the proposed distribution plan.

ADKINS ET AL. v. FACEBOOK, INC.

Case No. 3:18-cv-05982

The Honorable William Alsup, United States District Court, Northern District of California (November 15, 2020): Notice to the class is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Central Hanover Bank & Tr. Co.*, 399 U.S. 306, 314 (1965).

IN RE: 21ST CENTURY ONCOLOGY CUSTOMER DATA SECURITY BREACH LITIGATION

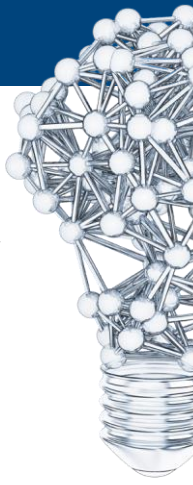
Case No. 8:16-md-02737

The Honorable Mary S. Scriven, United States District Court, Middle District of Florida (November 2, 2020): The Court finds and determines that mailing the Summary Notice and publication of the Settlement Agreement, Long Form Notice, Summary Notice, and Claim Form on the Settlement Website, all pursuant to this Order, constitute the best notice practicable under the circumstances, constitute due and sufficient notice of the matters set forth in the notices to all persons entitled to receive such notices, and fully satisfies the of due process, Rule 23 of the Federal Rules of Civil Procedure, 28 U.S.C. § 1715, and all other applicable laws and rules. The Court further finds that all of the notices are written in plain language and are readily understandable by Class Members.

MARINO ET AL. v. COACH INC.

Case No. 1:16-cv-01122

The Honorable Valerie Caproni, United States District Court, Southern District of New York (August 24, 2020): The Court finds that the form, content, and method of giving notice to the Settlement Class as described in paragraph 8 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, and their rights under the proposed Settlement, including but not limited to their rights to object to or exclude themselves from the proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that all of the notices are written in plain language, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center’s illustrative class action notices.



BROWN v. DIRECTV, LLC

Case No. 2:13-cv-01170

The Honorable Dolly M. Gee, United States District Court, Central District of California (July 23, 2020): Given the nature and size of the class, the fact that the class has no geographical limitations, and the sheer number of calls at issue, the Court determines that these methods constitute the best and most reasonable form of notice under the circumstances.

IN RE: SSA BONDS ANTITRUST LITIGATION

Case No. 1:16-cv-03711

The Honorable Edgardo Ramos, United States District Court, Southern District of New York (July 15, 2020): The Court finds that the mailing and distribution of the Notice and the publication of the Summary Notice substantially in the manner set forth below meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled to notice.

KJESSLER ET AL. v. ZAAPPAZ, INC. ET AL.

Case No. 4:18-cv-00430

The Honorable Nancy F. Atlas, United States District Court, Southern District of Texas (July 14, 2020): The Court also preliminarily approves the proposed manner of communicating the Notice and Summary Notice to the putative Settlement Class, as set out below, and finds it is the best notice practicable under the circumstances, constitutes due and sufficient notice to all persons and entities entitled to receive such notice, and fully satisfies the requirements of applicable laws, including due process and Federal Rule of Civil Procedure 23.

HESTER ET AL. v. WALMART, INC.

Case No. 5:18-cv-05225

The Honorable Timothy L. Brooks, United States District Court, Western District of Arkansas (July 9, 2020): The Court finds that the Notice and Notice Plan substantially in the manner and form set forth in this Order and the Agreement meet the requirements of Federal Rule of Civil Procedure 23 and due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

CLAY ET AL. v. CYTOSPORT INC.

Case No. 3:15-cv-00165

The Honorable M. James Lorenz, United States District Court, Southern District of California (June 17, 2020): The Court approves the proposed Notice Plan for giving notice to the Settlement Class through publication, both print and digital, and through the establishment of a Settlement Website, as more fully described in the Agreement and the Claims Administrator's affidavits (docs. no. 222-9, 224, 224-1, and 232-3 through 232-6). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.



GROGAN v. AARON'S INC.

Case No. 1:18-cv-02821

The Honorable J.P. Boulee, United States District Court, Northern District of Georgia (May 1, 2020): The Court finds that the Notice Plan as set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 and constitutes the best notice practicable under the circumstances, including direct individual notice by mail and email to Settlement Class Members where feasible and a nationwide publication website-based notice program, as well as establishing a Settlement Website at the web address of www.AaronsTCPASettlement.com, and satisfies fully the requirements the Federal Rules of Civil Procedure, the U.S. Constitution, and any other applicable law, such that the Settlement Agreement and Final Order and Judgment will be binding on all Settlement Class Members.

CUMMINGS v. BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO, ET AL.

Case No. D-202-CV-2001-00579

The Honorable Carl Butkus, Second Judicial District Court, County of Bernalillo, State of New Mexico (March 30, 2020): The Court has reviewed the Class Notice, the Plan of Allocation and Distribution and Claim Form, each of which it approves in form and substance. The Court finds that the form and methods of notice set forth in the Agreement: (i) are reasonable and the best practicable notice under the circumstances; (ii) are reasonably calculated to apprise Settlement Class Members of the pendency of the Lawsuit, of their rights to object to or opt-out of the Settlement, and of the Final Approval Hearing; (iii) constitute due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meet the requirements of the New Mexico Rules of Civil Procedure, the requirements of due process under the New Mexico and United States Constitutions, and the requirements of any other applicable rules or laws.

SCHNEIDER, ET AL. v. CHIPOTLE MEXICAN GRILL, INC.

Case No. 4:16-cv-02200

The Honorable Haywood S. Gilliam, Jr., United States District Court, Northern District of California (January 31, 2020): Given that direct notice appears to be infeasible, the third-party settlement administrator will implement a digital media campaign and provide for publication notice in People magazine, a nationwide publication, and the East Bay Times. SA § IV.A, C; Dkt. No. 205-12 at ¶¶ 13–23. The publication notices will run for four consecutive weeks. Dkt. No. 205 at ¶ 23. The digital media campaign includes an internet banner notice implemented using a 60-day desktop and mobile campaign. Dkt. No. 205-12 at ¶ 18. It will rely on “Programmatic Display Advertising” to reach the “Target Audience,” Dkt. No. 216-1 at ¶ 6, which is estimated to include 30,100,000 people and identified using the target definition of “Fast Food & Drive-In Restaurants Total Restaurants Last 6 Months [Chipotle Mexican Grill],” Dkt. No. 205-12 at ¶ 13. Programmatic display advertising utilizes “search targeting,” “category contextual targeting,” “keyword contextual targeting,” and “site targeting,” to place ads. Dkt. No. 216-1 at ¶¶ 9–12. And through “learning” technology, it continues placing ads on websites where the ad is performing well. Id. ¶ 7. Put simply, prospective Class Members will see a banner ad notifying them of the settlement when they search for terms or websites that are similar to or related to Chipotle, when they browse websites that are categorically relevant to Chipotle (for example, a website related to fast casual dining or Mexican food), and when they browse websites that include a relevant keyword (for example, a fitness



website with ads comparing fast casual choices). Id. ¶¶ 9–12. By using this technology, the banner notice is “designed to result in serving approximately 59,598,000 impressions.” Dkt. No. 205-12 at ¶ 18.

The Court finds that the proposed notice process is “reasonably calculated, under all the circumstances, to apprise all class members of the proposed settlement.” Roes, 944 F.3d at 1045 (citation omitted).

HANLEY v. TAMPA BAY SPORTS AND ENTERTAINMENT LLC

Case No. 8:19-cv-00550

The Honorable Charlene Edwards Honeywell, United States District Court, Middle District of Florida (January 7, 2020): The Court approves the form and content of the Class notices and claim forms substantially in the forms attached as Exhibits A-D to the Settlement. The Court further finds that the Class Notice program described in the Settlement is the best practicable under the circumstances. The Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel’s attorney’s fees application and the request for a service award for Plaintiff, and their rights to opt-out of the Settlement Class or object to the Settlement. The Class notices and Class Notice program constitute sufficient notice to all persons entitled to notice. The Class notices and Class Notice program satisfy all applicable requirements of law, including, but not limited to, Federal Rule of Civil Procedure 23 and the Constitutional requirement of Due Process.

CORCORAN, ET AL. v. CVS HEALTH, ET AL.

Case No. 4:15-cv-03504

The Honorable Yvonne Gonzalez Rogers, United States District Court, Northern District of California (November 22, 2019): Having reviewed the parties’ briefings, plaintiffs’ declarations regarding the selection process for a notice provider in this matter and regarding Angeion Group LLC’s experience and qualifications, and in light of defendants’ non-opposition, the Court APPROVES Angeion Group LLC as the notice provider. Thus, the Court GRANTS the motion for approval of class notice provider and class notice program on this basis.

Having considered the parties’ revised proposed notice program, the Court agrees that the parties’ proposed notice program is the “best notice that is practicable under the circumstances.” The Court is satisfied with the representations made regarding Angeion Group LLC’s methods for ascertaining email addresses from existing information in the possession of defendants. Rule 23 further contemplates and permits electronic notice to class members in certain situations. See Fed. R. Civ. P. 23(c)(2)(B). The Court finds, in light of the representations made by the parties, that this is a situation that permits electronic notification via email, in addition to notice via United States Postal Service. Thus, the Court APPROVES the parties’ revised proposed class notice program, and GRANTS the motion for approval of class notice provider and class notice program as to notification via email and United States Postal Service mail.



PATORA v. TARTE, INC.

Case No. 7:18-cv-11760

The Honorable Kenneth M. Karas, United States District Court, Southern District of New York (October 2, 2019): The Court finds that the form, content, and method of giving notice to the Class as described in Paragraph 9 of this Order: (a) will constitute the best practicable notice; (b) are reasonably calculated, under the circumstances, to apprise the Settlement Class Members of the pendency of the Action, the terms of the Proposed Settlement, and their rights under the Proposed Settlement, including but not limited to their rights to object to or exclude themselves from the Proposed Settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Settlement Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including but not limited to 28 U.S.C. § 1715, Rule 23(c) and (e), and the Due Process Clauses of the United States Constitution. The Court further finds that all of the notices are written in simple terminology, are readily understandable by Settlement Class Members, and are materially consistent with the Federal Judicial Center's illustrative class action notices.

CARTER, ET AL. v. GENERAL NUTRITION CENTERS, INC., and GNC HOLDINGS, INC.

Case No. 2:16-cv-00633

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (September 9, 2019): The Court finds that the Class Notice and the manner of its dissemination described in Paragraph 7 above and Section VII of the Agreement constitutes the best practicable notice under the circumstances and is reasonably calculated, under all the circumstances, to apprise proposed Settlement Class Members of the pendency of this action, the terms of the Agreement, and their right to object to or exclude themselves from the proposed Settlement Class. The Court finds that the notice is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and any other applicable laws.

CORZINE v. MAYTAG CORPORATION, ET AL.

Case No. 5:15-cv-05764

The Honorable Beth L. Freeman, United States District Court, Northern District of California (August 21, 2019): The Court, having reviewed the proposed Summary Notice, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

MEDNICK v. PRECOR, INC.

Case No. 1:14-cv-03624

The Honorable Harry D. Leinenweber, United States District Court, Northern District of Illinois (June 12, 2019): Notice provided to Class Members pursuant to the Preliminary Class Settlement Approval Order constitutes the best notice practicable under the circumstances, including individual email and mail notice to all Class Members who could be identified



through reasonable effort, including information provided by authorized third-party retailers of Precor. Said notice provided full and adequate notice of these proceedings and of the matter set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of F.R.C.P. Rule 23 (e) and (h) and the requirements of due process under the United States and California Constitutions.

GONZALEZ v. TCR SPORTS BROADCASTING HOLDING LLP, ET AL.

Case No. 1:18-cv-20048

The Honorable Darrin P. Gayles, United States District Court, Southern District of Florida (May 24, 2019): The Court finds that notice to the class was reasonable and the best notice practicable under the circumstances, consistent with Rule 23(e)(1) and Rule 23(c)(2)(B).

ANDREWS ET AL. v. THE GAP, INC., ET AL.

Case No. CGC-18-567237

The Honorable Richard B. Ulmer Jr., Superior Court of the State of California, County of San Francisco (May 10, 2019): The Court finds that (a) the Full Notice, Email Notice, and Publication constitute the best notice practicable under the circumstances, (b) they constitute valid, due, and sufficient notice to all members of the Class, and (c) they comply fully with the requirements of California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

COLE, ET AL. v. NIBCO, INC.

Case No. 3:13-cv-07871

The Honorable Freda L. Wolfson, United States District Court, District of New Jersey (April 11, 2019): The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order. The Court finds that the Notice Plan constitutes: (i) the best notice practicable to the Settlement Class under the circumstances; (ii) was reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of this..., (iii) due, adequate, and sufficient notice to all Persons entitled to receive notice; and (iv) notice that fully satisfies the requirements of the United States Constitution (including the Due Process Clause), Fed. R. Civ. P. 23, and any other applicable law.

DIFRANCESCO, ET AL. v. UTZ QUALITY FOODS, INC.

Case No. 1:14-cv-14744

The Honorable Douglas P. Woodlock, United States District Court, District of Massachusetts (March 15, 2019): The Court finds that the Notice plan and all forms of Notice to the Class as set forth in the Settlement Agreement and Exhibits 2 and 6 thereto, as amended (the "Notice Program"), is reasonably calculated to, under all circumstances, apprise the members of the Settlement Class of the pendency of this action, the certification of the Settlement Class, the terms of the Settlement Agreement, and the right of members to object to the settlement or to exclude themselves from the Class. The Notice Program is consistent with the



requirements of Rule 23 and due process, and constitutes the best notice practicable under the circumstances.

IN RE: CHRYSLER-DODGE-JEEP ECODIESEL MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION

Case No. 3:17-md-02777

The Honorable Edward M. Chen, United States District Court, Northern District of California (February 11, 2019): Also, the parties went through a sufficiently rigorous selection process to select a settlement administrator. See Proc. Guidance for Class Action Sett. ¶ 2; see also Cabraser Decl. ¶¶ 9-10. While the settlement administration costs are significant – an estimated \$1.5 million – they are adequately justified given the size of the class and the relief being provided.

In addition, the Court finds that the language of the class notices (short and long-form) is appropriate and that the means of notice – which includes mail notice, electronic notice, publication notice, and social media “marketing” – is the “best notice...practicable under the circumstances.” Fed. R. Civ. P. 23(c)(2)(B); see also Proc. Guidance for Class Action Sett. ¶¶ 3-5, 9 (addressing class notice, opt-outs, and objections). The Court notes that the means of notice has changed somewhat, as explained in the Supplemental Weisbrot Declaration filed on February 8, 2019, so that notice will be more targeted and effective. See generally Docket No. 525 (Supp. Weisbrot Decl.) (addressing, inter alia, press release to be distributed via national newswire service, digital and social media marketing designed to enhance notice, and “reminder” first-class mail notice when AEM becomes available).

Finally, the parties have noted that the proposed settlement bears similarity to the settlement in the Volkswagen MDL. See Proc. Guidance for Class Action Sett. ¶ 11.

RYSEWYK, ET AL. v. SEARS HOLDINGS CORPORATION and SEARS, ROEBUCK AND COMPANY

Case No. 1:15-cv-04519

The Honorable Manish S. Shah, United States District Court, Northern District of Illinois (January 29, 2019): The Court holds that the Notice and notice plan as carried out satisfy the requirements of Rule 23(e) and due process. This Court has previously held the Notice and notice plan to be reasonable and the best practicable under the circumstances in its Preliminary Approval Order dated August 6, 2018. (Dkt. 191) Based on the declaration of Steven Weisbrot, Esq. of Angeion Group (Dkt. No. 209-2), which sets forth compliance with the Notice Plan and related matters, the Court finds that the multi-pronged notice strategy as implemented has successfully reached the putative Settlement Class, thus constituting the best practicable notice and satisfying due process.

MAYHEW, ET AL. v. KAS DIRECT, LLC, and S.C. JOHNSON & SON, INC.

Case No. 7:16-cv-06981

The Honorable Vincent J. Briccetti, United States District Court, Southern District of New York (June 26, 2018): In connection with their motion, plaintiffs provide the declaration of Steven Weisbrot, Esq., a principal at the firm Angeion Group, LLC, which will serve as the notice and settlement administrator in this case. (Doc. #101, Ex. F: Weisbrot Decl.) According to Mr.



Weisbrot, he has been responsible for the design and implementation of hundreds of class action administration plans, has taught courses on class action claims administration, and has given testimony to the Judicial Conference Committee on Rules of Practice and Procedure on the role of direct mail, email, and digital media in due process notice. Mr. Weisbrot states that the internet banner advertisement campaign will be responsive to search terms relevant to “baby wipes, baby products, baby care products, detergents, sanitizers, baby lotion, [and] diapers,” and will target users who are currently browsing or recently browsed categories “such as parenting, toddlers, baby care, [and] organic products.” (Weisbrot Decl. ¶ 18). According to Mr. Weisbrot, the internet banner advertising campaign will reach seventy percent of the proposed class members at least three times each. (Id. ¶ 9). Accordingly, the Court approves of the manner of notice proposed by the parties as it is reasonable and the best practicable option for confirming the class members receive notice.

IN RE: OUTER BANKS POWER OUTAGE LITIGATION

Case No. 4:17-cv-00141

The Honorable James C. Dever III, United States District Court, Eastern District of North Carolina (May 2, 2018): The court has reviewed the proposed notice plan and finds that the notice plan provides the best practicable notice under the circumstances and, when completed, shall constitute fair, reasonable, and adequate notice of the settlement to all persons and entities affected by or entitled to participate in the settlement, in full compliance with the notice requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process. Thus, the court approves the proposed notice plan.

GOLDEMBERG, ET AL. v. JOHNSON & JOHNSON CONSUMER COMPANIES, INC.

Case No. 7:13-cv-03073

The Honorable Nelson S. Roman, United States District Court, Southern District of New York (November 1, 2017): Notice of the pendency of the Action as a class action and of the proposed Settlement, as set forth in the Settlement Notices, was given to all Class Members who could be identified with reasonable effort, consistent with the terms of the Preliminary Approval Order. The form and method of notifying the Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, and any other applicable law in the United States. Such notice constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

HALVORSON v. TALENTBIN, INC.

Case No. 3:15-cv-05166

The Honorable Joseph C. Spero, United States District Court, Northern District of California (July 25, 2017): The Court finds that the Notice provided for in the Order of Preliminary Approval of Settlement has been provided to the Settlement Class, and the Notice provided to the Settlement Class constituted the best notice practicable under the circumstances, and was in full compliance with the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, due process, the United States Constitution, and any other applicable law. The Notice apprised the members of the Settlement Class of the pendency of the litigation;



of all material elements of the proposed settlement, including but not limited to the relief afforded the Settlement Class under the Settlement Agreement; of the res judicata effect on members of the Settlement Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of the identity of Settlement Class Counsel and of information necessary to contact Settlement Class Counsel; and of the right to appear at the Fairness Hearing. Full opportunity has been afforded to members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the Court determines that all Final Settlement Class Members are bound by this Final Judgment in accordance with the terms provided herein.

IN RE: ASHLEY MADISON CUSTOMER DATA SECURITY BREACH LITIGATION

MDL No. 2669/Case No. 4:15-md-02669

The Honorable John A. Ross, United States District Court, Eastern District of Missouri (July 21, 2017): The Court further finds that the method of disseminating Notice, as set forth in the Motion, the Declaration of Steven Weisbrot, Esq. on Adequacy of Notice Program, dated July 13, 2017, and the Parties' Stipulation—including an extensive and targeted publication campaign composed of both consumer magazine publications in *People* and *Sports Illustrated*, as well as serving 11,484,000 highly targeted digital banner ads to reach the prospective class members that will deliver approximately 75.3% reach with an average frequency of 3.04—is the best method of notice practicable under the circumstances and satisfies all requirements provided in Rule 23(c)(2)(B) and all Constitutional requirements including those of due process.

The Court further finds that the Notice fully satisfies Rule 23 of the Federal Rules of Civil Procedure and the requirements of due process; provided, that the Parties, by agreement, may revise the Notice, the Claim Form, and other exhibits to the Stipulation, in ways that are not material or ways that are appropriate to update those documents for purposes of accuracy.

TRAXLER, ET AL. v. PPG INDUSTRIES INC., ET AL.

Case No. 1:15-cv-00912

The Honorable Dan Aaron Polster, United States District Court, Northern District of Ohio (April 27, 2017): The Court hereby approves the form and procedure for disseminating notice of the proposed settlement to the Settlement Class as set forth in the Agreement. The Court finds that the proposed Notice Plan contemplated constitutes the best notice practicable under the circumstances and is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action and their right to object to the proposed settlement or opt out of the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution and Rules 23(c) and (e). In addition, Class Notice clearly and concisely states in plain, easily understood language: (i) the nature of the action; (ii) the definition of the certified Settlement Class; (iii) the claims and issues of the Settlement Class; (iv) that a Settlement Class Member may enter an appearance through an attorney if the member so desires; (v) that the Court will exclude from the Settlement Class any member who requests exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 23(c)(3).



IN RE: THE HOME DEPOT, INC., CUSTOMER DATA SECURITY BREACH LITIGATION

Case No. 1:14-md-02583

The Honorable Thomas W. Thrash Jr., United States District Court, Northern District of Georgia (March 10, 2017): The Court finds that the form, content, and method of giving notice to the settlement class as described in the settlement agreement and exhibits: (a) constitute the best practicable notice to the settlement class; (b) are reasonably calculated, under the circumstances, to apprise settlement class members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by settlement class members.

ROY v. TITFLEX CORPORATION t/a GASTITE and WARD MANUFACTURING, LLC

Case No. 384003V

The Honorable Ronald B. Rubin, Circuit Court for Montgomery County, Maryland (February 24, 2017): What is impressive to me about this settlement is in addition to all the usual recitation of road racing litanies is that there is going to be a) a public notice of a real nature and b) about a matter concerning not just money but public safety and then folks will have the knowledge to decide for themselves whether to take steps to protect themselves or not. And that's probably the best thing a government can do is to arm their citizens with knowledge and then the citizens can make decision. To me that is a key piece of this deal. *I think the notice provisions are exquisite* [emphasis added].

IN RE: LG FRONT LOADING WASHING MACHINE CLASS ACTION LITIGATION

Case No. 2:08-cv-00051

The Honorable Madeline Cox Arleo, United States District Court, District of New Jersey (June 17, 2016): This Court further approves the proposed methods for giving notice of the Settlement to the Members of the Settlement Class, as reflected in the Settlement Agreement and the joint motion for preliminary approval. The Court has reviewed the notices attached as exhibits to the Settlement, the plan for distributing the Summary Notices to the Settlement Class, and the plan for the Publication Notice's publication in print periodicals and on the internet, and finds that the Members of the Settlement Class will receive the best notice practicable under the circumstances. The Court specifically approves the Parties' proposal to use reasonable diligence to identify potential class members and an associated mailing and/or email address in the Company's records, and their proposal to direct the ICA to use this information to send absent class members notice both via first class mail and email. The Court further approves the plan for the Publication Notice's publication in two national print magazines and on the internet. The Court also approves payment of notice costs as provided in the Settlement. The Court finds that these procedures, carried out with reasonable diligence, will constitute the best notice practicable under the circumstances and will satisfy.



FENLEY v. APPLIED CONSULTANTS, INC.

Case No. 2:15-cv-00259

The Honorable Mark R. Hornak, United States District Court, Western District of Pennsylvania (June 16, 2016): The Court would note that it approved notice provisions of the settlement agreement in the proceedings today. That was all handled by the settlement and administrator Angeion. The notices were sent. The class list utilized the Postal Service's national change of address database along with using certain proprietary and other public resources to verify addresses. the requirements of Fed.R.Civ.P. 23(c)(2), Fed.R.Civ.P. 23(e) (I), and Due Process....

The Court finds and concludes that the mechanisms and methods of notice to the class as identified were reasonably calculated to provide all notice required by the due process clause, the applicable rules and statutory provisions, and that the results of ***the efforts of Angeion were highly successful and fulfilled all of those requirements*** [emphasis added].

FUENTES, ET AL. v. UNIRUSH, LLC d/b/a UNIRUSH FINANCIAL SERVICES, ET AL.

Case No. 1:15-cv-08372

The Honorable J. Paul Oetken, United States District Court, Southern District of New York (May 16, 2016): The Court approves, as to form, content, and distribution, the Claim Form attached to the Settlement Agreement as Exhibit A, the Notice Plan, and all forms of Notice to the Settlement Class as set forth in the Settlement Agreement and Exhibits B-D, thereto, and finds that such Notice is the best notice practicable under the circumstances, and that the Notice complies fully with the requirements of the Federal Rules of Civil Procedure. The Court also finds that the Notice constitutes valid, due and sufficient notice to all persons entitled thereto, and meets the requirements of Due Process. The Court further finds that the Notice is reasonably calculated to, under all circumstances, reasonably apprise members of the Settlement Class of the pendency of the Actions, the terms of the Settlement Agreement, and the right to object to the settlement and to exclude themselves from the Settlement Class. The Parties, by agreement, may revise the Notices 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.

IN RE: WHIRLPOOL CORP. FRONTLOADING WASHER PRODUCTS LIABILITY LITIGATION

MDL No. 2001/Case No. 1:08-wp-65000

The Honorable Christopher A. Boyko, United States District Court, Northern District of Ohio (May 12, 2016): The Court, having reviewed the proposed Summary Notices, the proposed FAQ, the proposed Publication Notice, the proposed Claim Form, and the proposed plan for distributing and disseminating each of them, finds and concludes that the proposed plan for distributing and disseminating each of them will provide the best notice practicable under the circumstances and satisfies all requirements of federal and state laws and due process.

SATERIALE, ET AL. v. R.J. REYNOLDS TOBACCO CO.

Case No. 2:09-cv-08394

The Honorable Christina A. Snyder, United States District Court, Central District of California (May 3, 2016): The Court finds that the Notice provided to the Settlement Class pursuant to



the Settlement Agreement and the Preliminary Approval Order has been successful, was the best notice practicable under the circumstances and (1) constituted notice that was reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency of the Action, their right to object to the Settlement, and their right to appear at the Final Approval Hearing; (2) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive notice; and (3) met all applicable requirements of the Federal Rules of Civil Procedure, Due Process, and the rules of the Court.

FERRERA, ET AL. v. SNYDER'S-LANCE, INC.

Case No. 0:13-cv-62496

The Honorable Joan A. Lenard, United States District Court, Southern District of Florida (February 12, 2016): The Court approves, as to form and content, the Long-Form Notice and Short-Form Publication Notice attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits 1 and 2 to the Stipulation of Settlement. The Court also approves the procedure for disseminating notice of the proposed settlement to the Settlement Class and the Claim Form, as set forth in the Notice and Media Plan attached to the Memorandum in Support of Motion for Preliminary Approval of Class Action Settlement as Exhibits G. The Court finds that the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice to the Settlement Class in full compliance with the requirements of applicable law, including the Due Process Clause of the United States Constitution.

IN RE: POOL PRODUCTS DISTRIBUTION MARKET ANTITRUST LITIGATION

MDL No. 2328/Case No. 2:12-md-02328

The Honorable Sarah S. Vance, United States District Court, Eastern District of Louisiana (December 31, 2014): To make up for the lack of individual notice to the remainder of the class, the parties propose a print and web-based plan for publicizing notice. The Court welcomes the inclusion of web-based forms of communication in the plan. The Court finds that the proposed method of notice satisfies the requirements of Rule 23(c)(2)(B) and due process. The direct emailing of notice to those potential class members for whom Hayward and Zodiac have a valid email address, along with publication of notice in print and on the web, is reasonably calculated to apprise class members of the settlement. Moreover, the plan to combine notice for the Zodiac and Hayward settlements should streamline the process and avoid confusion that might otherwise be caused by a proliferation of notices for different settlements. Therefore, the Court approves the proposed notice forms and the plan of notice.

SOTO, ET AL. v. THE GALLUP ORGANIZATION, INC.

Case No. 0:13-cv-61747

The Honorable Marcia G. Cooke, United States District Court, Southern District of Florida (June 16, 2015): The Court approves the form and substance of the notice of class action settlement described in ¶ 8 of the Agreement and attached to the Agreement as Exhibits A, C and D. The proposed form and method for notifying the Settlement Class Members of the settlement and its terms and conditions meet the requirements of Fed. R. Civ. P. 23(c)(2)(B) and due process, constitute the best notice practicable under the circumstances, and shall

JUDICIAL RECOGNITION

constitute due and sufficient notice to all persons and entities entitled to the notice. The Court finds that the proposed notice is clearly designed to advise the Settlement Class Members of their rights.

OTT v. MORTGAGE INVESTORS CORPORATION OF OHIO, INC.

Case No. 3:14-cv-00645

The Honorable Janice M. Stewart, United States District Court, District of Oregon (July 20, 2015): The Notice Plan, in form, method, and content, fully complies with the requirements of Rule 23 and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled thereto. The Court finds that the Notice Plan is reasonably calculated to, under all circumstances, reasonably apprise the persons in the Settlement Class of the pendency of this action, the terms of the Settlement Agreement, and the right to object to the Settlement and to exclude themselves from the Settlement Class.



EXHIBIT 4

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

BRIANNA BOONE, ASHLEY MCCLINTON,)
and K.F.C., a minor, by and through her)
guardian, ERIN RENTFRO, on behalf of)
themselves and all others similarly situated,)

Plaintiffs,)

v.)

SNAP INC.,)

Defendant.)

Case No. 2022LA000708

**DECLARATION OF GARY M. KLINGER IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

I, Gary M. Klinger, being competent to testify, make the following declaration based on my personal knowledge, and where stated, upon information and belief. I declare:

1. I am a partner in the law firm Milberg Coleman Bryson Phillips Grossman, PLLC (“Milberg”), and am one of the lead attorneys for Plaintiffs and the proposed Class in this matter. I submit this declaration in support of Plaintiff’s unopposed motion for preliminary approval of class action settlement. Except as otherwise noted, I have personal knowledge of the facts set forth in this declaration and could testify competently to them if called upon to do so.

Counsel Qualifications

2. I am a Partner at the international plaintiffs’ class action law firm Milberg.¹ Since Milberg’s founding in 1965, it has repeatedly taken the lead in landmark cases that have set groundbreaking legal precedents, prompted changes in corporate governance, and recovered over

¹ A copy of Milberg’s firm resume is attached hereto as Exhibit A.

\$50 billion in verdicts and settlements.² Milberg has been instrumental in obtaining precedent setting decisions at every level, including at the United States Supreme Court.³ The firm pioneered federal class action litigation and is widely recognized as a leader in defending the rights of victims of corporate and other large-scale wrongdoing. Milberg has more than 80 attorneys and has offices across the U.S. and the European Union.

3. As a Partner at Milberg, I have extensive experience serving as lead or co-lead counsel in numerous privacy class actions, including class actions under Illinois' Biometric Information Privacy Act, and other complex class actions.

4. I am a Certified Information Privacy Professional (CIPP/US) and a member of the International Association of Privacy Professionals. I am also presently pursuing my Masters of Laws (LLM) in Data Privacy and Cybersecurity from the University of Southern California Gould School of Law.

5. I have settled on a class-wide basis more than forty class actions involving privacy violations where I served as lead or co-lead counsel and recovered more than \$100 million in the process. I am presently litigating more than one hundred class action cases across the country involving privacy violations.

6. I obtained final approval of a class-wide settlement valued at \$17.6 million for a privacy class action involving more than six million consumers. *See Carrera Aguallo v. Kemper Corp.*, Case No. 1:21-cv-01883 (N.D. Ill. Oct. 27, 2021) (where Mr. Klinger served as one of 3 court appointed co-lead counsel).

² See, e.g., *In re Tyco International Ltd., Securities Litigation*, MDL 1335 (D.N.H.) (serving as lead counsel and obtaining approval of \$3.2 billion settlement); *In re Prudential Insurance Co. Sales Practice Litigation*, No. 95-4704 (D.N.J.) (serving as lead counsel and recovering more than \$4 billion for policyholders); see also <https://milberg.com/outstanding-recoveries/>.

³ See <https://milberg.com/precedent-setting-decisions/page/3/>.

7. I also obtained a class-wide settlement for \$11 million for a major privacy class action involving more than 4 million consumers. *See Heath v. Insurance Technologies Corp.*, No. 21-cv-01444 (N.D. Tex.).

8. I presently serve as one of two Court-appointed Lead Counsel in the privacy case styled *In re Canon U.S.A. Data Breach Litig.*, No. 1:20-cv-06239-AMD-SJB (S.D.N.Y. filed Dec. 23, 2020).

9. I was also appointed Co-Lead Counsel in the privacy case styled *In re: Herff Jones Data Breach Litigation*, Master File No. 1:21-cv-1329-TWP-DLP (S.D. Ind.), which involves approximately one million class members and has settled on a class-wide basis for \$4.35 million.

10. I also served as co-lead counsel in the consolidated privacy litigation styled *In Re: CaptureRx Data Breach Litigation*, No. 5:21-cv-00523-OLG (W.D. Tex.), which involves more than 2.4 million class members and has settled on a class-wide basis for \$4.75 million.

11. I also serve as appointed co-lead counsel to represent more than 3 million class members in another major privacy class action in the Seventh Circuit. *See In re Arthur J. Gallagher Data Breach Litigation*, No. 1:21-cv-04056 (N.D. Ill.).

12. In respect to cases involving BIPA, I serve(d) as lead or co-lead counsel in the following representative class actions:

- a. *Chavez v. Temp. Equip. Corp.*, No. 19-CH-02538 (Cir. Ct. Cook Cty.) (final approval granted in BIPA class action);
- b. *Clarke, et al. v. Lemonade, Inc., et al.*, No. 2022 LA00308 (Cir. Ct. DuPage Cty.) (preliminary approval granted in BIPA class action; final approval pending);

- c. *Ramos v. American Freedom Insurance Company*, No. 2020CH02312 (Cir. Ct. Cook Cty.) (preliminary approval granted in BIPA class action; final approval pending);
- d. *Suren v. DSV Solutions, LLC*, No. 2021CH000037 (Cir. Ct. DuPage Cty.) (final approval granted in BIPA class action);
- e. *Struck v. Woodman's Food Market*, No. 2021-CH-00000053 (Cir. Ct. Lake Cty.) (final approval granted in BIPA class action);
- f. *Bodie v. Capitol Wholesale Meats, Inc.*, No. 2022-CH-000020 (Cir. Ct. DuPage Cty.) (final approval granted in BIPA class action);
- g. *Culp v. Bella Elevator, LLC*, Case No. 2021-CH-00014 (Cir. Ct. Peoria Cty.) (final approval granted in BIPA class action);
- h. *Brashear-Finney v. Mid-Am Building Supply, Inc.*, Case No. 2020L21 (Cir. Ct. Marion Cty.).

13. Simply put, I, along with the attorneys at Milberg, have substantial experience handling data security and data privacy cases like this one, including some of the largest data privacy litigation in the United States. *See, e.g., In re: Blackbaud Data Privacy* MDL No. 2972 (D. S.C.) (where Milberg serves as interim class counsel in a major privacy involving millions of consumers); *Baksh v. Ivy Rehab Network, Inc.*, No. 7:20-cv-01845-CS (S.D.N.Y. Jan. 27, 2021) (Class Counsel in a privacy class action settlement involving 125,000 individuals with a settlement value of \$12.8 million; Final Approval granted); *Mowery v. Saint Francis Healthcare Sys.*, No. 1:20-cv-00013-SRC (E.D. Mo. Dec. 22, 2020) (appointed Class Counsel; settlement value of over \$13 million); *Jackson-Battle v. Navicent Health, Inc.*, No. 2020-CV-072287 (Ga. Super. Ct. Bibb

Cnty. filed Apr. 29, 2020) (appointed Class Counsel in data breach case involving 360,000 patients; settlement valued at over \$72 million).

14. My partners and I have been appointed class counsel in a number of data privacy cases, including, but not limited to, the following:

- a. *Kenney et al. v. Centerstone of America, Inc.*, Case No. 3:20-cv-01007 (M.D. Tenn.) (appointed co-class counsel in data breach class action settlement involving over 63,000 class members; final approval granted August 2021);
- b. *Baksh v. Ivy Rehab Network, Inc.*, Case No. 7:20-cv-01845-CS (S.D.N.Y.) (class counsel in a data breach class action settlement; final approval granted Feb. 2021);
- c. *Mowery et al. v. Saint Francis Healthcare System*, Case No. 1:20-cv-00013-SRC (E.D. Mo.) (appointed class counsel; final approval granted Dec. 2020);
- d. *Chatelain et al. v. C, L and W PLLC d/b/a Affordacare Urgent Care Clinics*, Case No. 50742-A (42nd District Court for Taylor County, Texas) (appointed class counsel; settlement valued at over \$7 million; final approval granted Feb. 2021);
- e. *Jackson-Battle v. Navicent Health, Inc.*, Civil Action No. 2020-CV-072287 (Superior Court of Bibb County, Georgia) (appointed class counsel in data breach case involving 360,000 patients; final approval granted Aug. 2021);
- f. *Bailey v. Grays Harbor County Public Hospital District et al.*, Case No. 20-2-00217-14 (Grays Harbor County Superior Court, State of Washington) (appointed class counsel in hospital data breach class action involving approximately 88,000 people; final approval granted Sept. 2020);
- g. *Chacon v. Nebraska Medicine*, Case No. 8:21-cv-00070-RFR-CRZ (D. Neb.) (appointed class counsel in data breach settlement, final approval granted September 2021);
- h. *Richardson v. Overlake Hospital Medical Center et al.*, Case No. 20-2-07460-8 SEA (King County Superior Court, State of Washington) (appointed class counsel in data breach case, final approval granted September 2021);
- i. *Martinez et al. v. NCH Healthcare System, Inc.*, Case No. 2020-CA-000996 (Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida) (Mr. Lietz appointed Settlement Class Counsel; final approval granted);

- j. *Carr et al. v. Beaumont Health et al.*, Case No. 2020-181002-NZ (Circuit Court for the County of Oakland, Michigan) (Mr. Lietz appointed co-class counsel in data breach case involving 112,000 people; final approval granted October 2021);
- k. *Klemm et al. v. Maryland Health Enterprises Inc.*, Case No. C-03-CV-20-022899 (Circuit Court for Baltimore County, Maryland) (appointed class counsel; final approval granted November 2021);
- l. *Cece et al. v. St. Mary's Health Care System, Inc. et al.*, Civil Action No. SU20CV0500 (Superior Court of Athens-Clarke County, Georgia) (appointed Settlement Class Counsel in data breach case involving 55,652 people; final approval granted April 2022);
- m. *Powers, Sanger et al v. Filters Fast LLC*, Case 3:20-cv-00982-jdp (appointed co-lead Settlement Class Counsel; preliminary approval granted November 2021);
- n. *Garcia v. Home Medical Equipment Specialists, LLC*, Case No. D-202-cv-2021-06846 (appointed class counsel; preliminary approval granted June 2022);
- o. *Baldwin et al. v. National Western life Insurance Company*, Case No. 2:21-cv-04066 (W.D. Mo.) (appointed co-class counsel; final approval granted June 2022);
- p. *Hashemi, et. al. v. Bosley, Inc.*, Case No. 21-cv-00946-PSG (RAOx) (C.D. CA) (appointed co-class counsel; preliminary approval granted February 2022);
- q. *Paras et al. v. Dental Care Alliance*, Civil Action No. 22EV000181 (State Court of Fulton County, Georgia) (appointed co-class counsel; preliminary approval granted April 2022);
- r. *James v. CohnReznick LLP*, Case No. 1:21-cv-06544 (S.D.N.Y.), (appointed as co-class counsel; preliminary approval granted May 2022);
- s. *Purvis, et al v. Aveanna Healthcare, LLC*, Case No. 1:20-cv-02277-LMM (N.D. Ga.) (appointed class counsel; preliminary approval granted June 2022);
- t. *Kolar v. CSI Financial Services LLC dba ClearBalance*, Case No. 37-2021-00030426-CU-NP-CTL (Superior Court of San Diego County, California) (appointed co-lead class counsel, preliminary approval granted June 2022);
- u. *In re: GE/CBPS Data Breach Litigation*, 1:2020-cv-02903, Doc. 35 (S.D.N.Y.) (appointed co-lead counsel in nationwide class action);
- v. *Mowery et al. v. Saint Francis Healthcare System*, Case No. 1:20-cv-00013-SRC (E.D. Mo.) (appointed class counsel; final approval granted);

- w. *Nelson, et al. v. Idaho Central Credit Union*, No. CV03-20-00831 (Bannock County, Idaho) (appointed co-lead counsel in data breach class action involving 17,000 class members; granted final approval of settlement valued at \$3.3 million);
- x. *In Re: Canon U.S.A. Data Breach Litigation*, Master File No. 1:20-cv-06239-AMD-SJB (E.D.N.Y.) (appointed co-lead counsel);
- y. *Chacon v. Nebraska Medicine*, Case No. 8:21-cv-00070-RFR-CRZ (D. Neb.) (appointed class counsel in data breach settlement, final approval granted September 2021).
- z. *Aguallo et al v. Kemper Corporation et al.*, Case No. 1:21-cv-01883 (N.D. Ill.) (appointed Co-lead Counsel, final approval granted of \$17.1 million class settlement);
- aa. *In re: Herff Jones Data Breach Litigation*, Master File No. 1:21-cv-1329-TWP-DLP (S.D. Ind.) (appointed co-lead counsel in data breach involving over 1 million persons; preliminary approval of \$4.35 million settlement granted January 2022);
- bb. *In Re: CaptureRx Data Breach Litigation*, No. 5:21-cv-00523-OLG (W.D. Tex.) (appointed co- lead counsel in data breach case involving over 2.4 million class members; preliminary approval of \$4.75 million settlement granted February 2022);
- cc. *In re Arthur J. Gallagher Data Breach Litigation*, No. 1:21-cv-04056 (N.D. Ill.) (appointed co- lead counsel in data breach case involving over 3 million class members);
- dd. *Heath v. Insurance Technologies Corp.*, No. 21-cv-01444 (N.D. Tex.) (\$11 million settlement for a major data breach involving more than 4 million consumers).
- ee. *Hough v. Navistar, Inc.*, Case No.: 2021L001161 (Circuit Court for the Eighteenth Judicial Circuit, Dupage County, Illinois); (appointed co-lead class counsel; final approval granted May 2022);
- ff. *Clark v. Mercy Hospital, et al*, Case No. CVCV082275 (Iowa Dist. Crt, Johnson Cnty.) (appointed class counsel; preliminary approval granted February 2022);
- gg. *Myschka, et al v. Wolfe Clinic, P.C. d/b/a Wolfe Eye Clinic*, (Iowa Dist. Crt., Marshall Cnty.) (appointed class counsel; final approval granted June 2022);
- hh. *Devine, et al v. Health Aid of Ohio, Inc.*, (Ohio Court of Common Pleas, Cuyahoga Cnty.) (appointed class counsel; preliminary approval granted March 2022);
- ii. *Davidson v. Healthgrades Operating Company, Inc.*, Case No. 1:21-cv-01250-RBJ (D. Colo.), (appointed class counsel; preliminary approval granted April 2022); and

- jj. *Snyder v. Urology Center of Colorado, P.C.*, Case No. 2021CV33707 (2nd District Court, Denver County, Colorado) (appointed settlement class counsel; preliminary approval granted July 2022).

15. I have also successfully litigated privacy class actions through class certification. In *Karpilovsky v. All Web Leads, Inc.*, No. 17 C 1307, 2018 WL 3108884, at *1 (N.D. Ill. June 25, 2018), I certified, over objection, a nationwide privacy class action involving more than one million class members. *Id.*

16. In a recent nationwide privacy class settlement hearing in the U.S. District Court for the Northern District of California, Judge Richard Seeborg personally commended me for “quite a substantial recovery for class members.” Judge Seeborg further stated he could not recall any class action case where “the amounts going to each class member were as substantial” as that obtained by me (and my co-counsel).

17. In addition to concentrating my practice on class action litigation involving consumer, privacy, and product liability matters, I also make substantial efforts to stay apprised of the current law on these issues. In recent years, I have attended various legal training seminars and conferences such as the dri™ conference for Class Actions, Mass Torts Made Perfect, Mass Torts Puerto Rico, The Consumer Rights Litigation Conference and Class Action Symposium, as well as attended various seminars offered by Strafford on class action issues.

18. I graduated from the University of Illinois at Urbana-Champaign in 2007 (B.A. Economics), and from the University of Illinois College of Law in 2010 (J.D., cum laude). While at the U of I College of Law, I was a member of, and ultimately appointed as the Executive Editor for, the Illinois Business Law Journal. My published work includes: *The U.S. Financial Crisis: Is Legislative Action the Right Approach?* Ill. Bus. L. J. (Mar. 2, 2009).

19. I became licensed to practice law in the State of Illinois in 2010, and am a member of the Trial Bar for the Northern District of Illinois as well as the U.S. Bankruptcy Court for the Northern District of Illinois. Additionally, I am admitted to practice in federal courts across the country, including, but not limited to, the U.S. District Courts for the District of Colorado, the Central District of Illinois, the Northern District of Illinois, Northern District of Indiana, Southern District of Indiana, Eastern District of Michigan and the Eastern District of Texas.

20. I believe that the Settlement is fair, reasonable, and adequate, and provides substantial benefits for Plaintiffs and Settlement Class Members.

21. My years of experience representing individuals in complex class actions—including privacy class actions—contributed to an awareness of Plaintiffs’ settlement leverage, as well as the needs of Plaintiffs and the proposed Settlement Class. I believe that our clients would ultimately prevail in litigation or arbitrations. However, I am also aware that a successful outcome is uncertain and would be achieved, if at all, only after prolonged, arduous litigation or arbitrations with the attendant potential risk of drawn-out appeals. It is my individual opinion, and that of my co-counsel, based on our substantial experience, that the Settlement provides significant relief to the Members of the Settlement Class and warrants the Court’s preliminary approval.

* * * * *

I declare under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

Dated: August 4, 2022

/s/ Gary M. Klinger _____

Gary M. Klinger

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

EXHIBIT 5

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

BRIANNA BOONE, ASHLEY MCCLINTON,)
and K.F.C., a minor, by and through her)
guardian, ERIN RENTFRO, on behalf of)
themselves and all others similarly situated,)
)
Plaintiffs,)
)
v.)
)
SNAP INC.,)
)
Defendant.)
_____)

Case No. 2022LA000708

**DECLARATION OF SETH JAMES NIELSON IN SUPPORT OF
PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

I, SETH JAMES NIELSON, declare as follows:

1. I am over 18 years of age, and I have personal knowledge of the facts stated herein.
2. I have been retained by Milberg Coleman Bryson Phillips Grossman, PLLC to provide expert technical opinions, analysis, and source code review of Snapchat's products and services. I am being compensated at my usual hourly rate of \$600. I am being separately reimbursed for any out-of-pocket expenses. My compensation does not depend in any way on the outcome of my investigation or opinions that I express.
3. This declaration describes the source code review I have performed in this matter, my analysis of the data, and the conclusions that I have reached. These conclusions are based strictly on code reviewed by me and a member of my team under limited circumstances on June 30th and July 1st of 2022 in the Dallas offices of Snapchat's legal counsel.
4. A summary of the opinions and analysis contained within this document is as follows: An experienced assistant and I spent two full days reviewing Snapchat source code for

consumers' phones, and found no evidence of transmission of face measurement data to Snapchat servers.

5. The full details of my analysis are as follows.

QUALIFICATIONS

6. I am a subject matter expert in cyber security, including the sub-fields of applied cryptography and network security. As part of my expertise, I also have extensive experience in forensic analysis of computer source code. I am the Founder and Chief Scientist of Crimson Vista, a computer security research and engineering company. Furthermore, I hold appointments at the University of Texas at Austin as an Adjunct Associate Professor in the department of Computer Science and as a Cybersecurity Fellow in the Robert Strauss Center for International Security and Law.

7. I have been working professionally in the field of computer security since August of 2005 and within the field of computer science generally since June 2000. My experience includes graduate-level teaching, academic research, industry employment, and consulting practice.

8. A copy of my current C.V. is attached hereto as **Exhibit A**. My C.V. includes all of my relevant education and work experience, a list of all publications that I have authored in the previous ten years, as well as a list of all cases in which, during the previous four years, I have testified as an expert at trial or by deposition. My experience most relevant to the opinions offered in this report is summarized below.

9. I received my B.S. in Computer Science in April of 2000. During my final undergraduate semester, I worked both as a teaching assistant for a Computer Networking course and as a researcher in the Networked Computing Lab. In these capacities, I assisted students in debugging and designing TCP/IP protocol stacks, Address Resolution Protocol implementations,

and Remote Procedure Call projects. I have collaborated on investigations of statistical traffic engineering for bandwidth allocation, including a published paper entitled, “Effective Bandwidth for Traffic Engineering.” This class also taught about network applications like email, the SMTP protocol, and so forth.

10. After graduation (from 2001 through 2003), I worked as a software engineer at Metrowerks (formerly Lineo, Inc.), where I had substantial responsibilities relating to software architecture, computer networking, and technical project management. In particular, I developed and maintained the GUI for the Embedix SDK (Software Development Kit), ported the Linux GUI of the Embedix SDK to Windows, created an automated system to forward Linux python scripts to a Windows GUI, and developed a packaging and automated updating system for client software. To complete these assignments, I wrote tens of thousands of lines of computer code in C++, C, Python, and Perl.

11. As part of my technical training and development at Lineo/Metrowerks, I also gained and employed a wide exposure to computer networking and an introduction to network security. I tested and evaluated a prototype firewall product, built a custom VPN solution, and trained in the use of web server and mail server administration. I ran my own personal MTA with an IMAP and POP3 server based on these tools under development.

12. Another major networking project involved porting the Embedix SDK from Linux to Windows. For this project I used a virtual-machine/networked solution. The underlying SDK engine remained running in a Linux VM while the GUI operated in native Windows. I developed all of the code for this remote communication system.

13. Additionally, the SDK provided extensibility through a scripting system based on Python. A critical task was to make the existing Python scripts, built to run in Linux, work

unmodified with the new Windows system. I engineered a framework that automatically intercepted certain Python commands and sent them across the network to the other side, similar to RPC technology. From the perspective of the scripts, all of the function calls were local when, in fact, certain operations were executed remotely.

14. While working at Lineo/Metrowerks, I also returned to BYU to pursue my Master's degree in Computer Science. In addition to the graduate level course work in wireless computer networks and compilers, I pursued graduate research in software engineering topics, with a special emphasis on how programmers think while creating and modifying code. During my course work, I took a special topics class called "Programmer Cognition" as well as a graduate-level neuroscience class from the Psychology department.

15. My research included a study of computer architectural patterns (called "Design Patterns") and how those patterns might need to change as programming languages change and evolve. Based on my research, I proposed a concept called "Design Dysphasia," wherein a programmer or software developer becomes trapped in their approach to solving problems based on the paradigms and design approaches of the programming language. My research was published as "Design dysphasia and the pattern maintenance cycle," in the Journal Information and Software Technology August 2006. This work also was a major component of my Master's thesis.

16. Another part of my Master's thesis was the identification of how certain programming language concepts can be "mixed" together. I investigated practical mechanisms whereby the Python programming language could be extended to support features known as "functional programming" and "logic (or declarative) programming." Languages with this mix of features are known as "multi-paradigm" programming languages.

17. After finishing my Master's degree, I moved to Houston TX in 2004 to begin a PhD program at Rice University. At this point, my interest in computer security took priority over my interests in programming languages and software engineering, and my classes and research were directed to that topic.

18. During the 2004 fall semester of my Ph.D. program at Rice University, I identified a security vulnerability in the Google Desktop Search that could have allowed hackers to compromise users' computers and obtain private information. After contacting Google and assisting them in closing the vulnerability, we published the details of our investigation.

19. In 2005, I completed an internship at Google, where I designed and implemented a solution to privacy loss in the Google Web Accelerator. The Google Web Accelerator was designed to increase the speed of browsing the Internet. Once installed on a user's computer, the browser would request all content through a Google Proxy. The proxy performed pre-fetching and extensive caching in order to provide fast and responsive service to the user. At the time of my internship, news reports had identified odd problems in which users of the Accelerator were accessing other individual's private pages. During my internship, I designed and implemented a prototype solution for this issue in C++.

20. In 2005, I published a paper entitled, "A Taxonomy of Rational Attacks." This paper categorized and described the various types of attacks that one might see in a decentralized, peer-to-peer network. When there is no centralized authority, users have to cooperate to obtain service. The term "rational attacks" refers to the economic incentives to not cooperate while still exploiting the system for service.

21. My Ph.D. Thesis was entitled "Designing Incentives for Peer-to-Peer Systems," and it built on this concept. Given a network where participants cannot be forced to cooperate,

the operation of said network must induce cooperation by design of the outcomes. In other words, it must be in each participant's best interest to contribute to the cooperative operation. I conducted experiments included simulated extensions to the BitTorrent peer-to-peer protocol for long-term identities and mechanisms for cooperative anonymity. I constructed my own simulator of the BitTorrent protocol, and simulated thousands of hours of operations. I built the core simulator in C++ and integrated the Python scripting language for the rapid specification of actual simulations.

22. From 2005 through 2008, with the approval of my PhD adviser, I worked as a Security Analyst and for Independent Security Evaluators (ISE). Much of my early work was spent developing a software encryption library, including the necessary tests and procedures for FIPS-certification. The encryption library provided advanced operations such as secure data splitting and recovery. I also developed source code on contracts for clients.

23. In 2009, I went to work full time for ISE as a Security Analyst and later as a Senior Security Analyst. I built a number of advanced projects including a parallel-program for massive code coverage analysis, GPU hardware-accelerated AES encryption, and encrypted file-system prototypes. Many of these projects were developed on contracts for clients .

24. In addition to the software development, I also performed security evaluation services that included port-scanning analyses, security protocol analysis using formal and exploratory methods, and investigated security breaches.

25. I also designed and managed the implementation of a secure communication technology that splits trust between multiple SSL Certificate Authorities (CA), so that if one CA is compromised, the communication stream can still be safely authenticated. My work on the secure communications technology project led to the issuance of multiple patents. In total, I wrote

hundreds of thousands of lines of code in C, C++, and Python, including projects where I had to implement the same functionality in two separate languages.

26. In 2011, I began work as a Research Scientist at Harbor Labs and continued with that consulting firm until fall 2015. I worked with a wide range of clients, specializing in network security, network communications, software architecture, and programming languages. I analyzed an extensive collection of commercial software, including software related to secure email, cloud-based multimedia delivery, document signing, anti-virus and anti-intrusion, high-performance routing, networking protocol stacks in mobile devices, PBX telecommunications software, VoIP, and peer-to-peer communications. I also analyzed security considerations for potential technology acquisitions.

27. Also at Harbor Labs, I reviewed technology and source code for multiple clients related to accusations of theft and/or misappropriation of trade secrets. These engagements included an analysis of C, C++, Java, Python, and other source code languages in high-frequency trading, e-commerce, and other similar systems.

28. I also assessed the security and privacy technologies and policies provided by a third-party vendor to the Center for Copyright Infringement (CCI). CCI represents content owners, such as the RIAA and the MPAA, in finding and reducing piracy online. Because this process necessarily involves collecting information about private individuals by scanning a network for illegal activity, I was asked to investigate and determine that the information collected from online computing devices was adequately safeguarded and protected.

29. For other clients, I have “resurrected” or re-created legacy software systems. For example, I assisted one client make code from the mid 90’s operational. I helped them identify the most compatible components from an old CVS repository, obtain the necessary legacy

hardware and software to rebuild the source code, and diagnose why the separate components weren't completely compatible with each other. Using tools from the era (i.e., the mid-90's), I identified and fixed these issues in C++ and Java code, and successfully demonstrated the operational system.

30. In other similar examples, I re-created basic software in x86 Assembly code that mimicked the behavior of 1990's era viruses, wrote a file transfer system similar to FTP in pre-2.0 Java, and demonstrated the use of a command-line antivirus software adapted for router/gateway scanning.

31. During my final year at Harbor Labs, I was engaged as the principal consultant with a large biomedical device firm in a twelve-month analysis of the security of their products. Notably, medical devices were for some time not considered significant threats in terms of computer security. However, recent demonstrations by security researchers of the various ways in which a malicious individual might harm a person using a medical device has shifted the thinking in the industry. Accordingly, I was engaged to assist this company in the analysis of their products, their process, and their future roadmap in order to ensure that patients are not harmed. I and my team analyzed design documents, hardware, and a broad range of additional resources in order to expose potential problems. The security of these systems depends, in part, on the architecture and deployment of the networks in which they operate.

32. In December 2015, I left Harbor Labs to assist Ironwood Experts, LLC., as the transitional managing partner. In three months, I helped to establish a new direction, streamline operations, and wrap up difficult negotiations.

33. After handing off management responsibilities at Ironwood, I founded Crimson Vista, Inc. as a boutique computer security engineering company. Similar to the work that I did

at Harbor Labs, I continue to provide technical expertise to a wide range of clients in areas of programming languages, computer networks, and network security. My expertise in the area of “security engineering” provides comprehensive analysis, design, and insight into cybersecurity concerns before, during, and after development.

34. For example, I have been retained by a start-up in telecommunications security to provide cryptography expertise and evaluations of their protocols and architectures. My team and I have prototyped new protocols, written up analyses, and presented to potential partners and investors.

35. Another start-up company retained me for guidance in matters relating to Blockchain and Smart Contracts. This technology is very much dealing with a “fad” phase where there is a lot of misinformation and hype. I guided the start-up company through where these kinds of technologies would help and where they would not. I have also provided training on Blockchain at the Data Architecture Summit and Enterprise Data World conferences.

36. I have also provided technical guidance to an antitrust team in the United States Department of Justice. Although the technologies and parties are confidential, I can disclose that I provided in-person training on technical topics and analyses of competing security products.

37. I have been retained by clients, including a Fortune 100 financial institution, to provide them with post-data-breach analyses of what went wrong, the impact of the lost data, and guidance on resolution. In these engagements, I provided reverse engineering of the data to demonstrate how an attacker can or would use the compromised information, analyzed software development to determine when the system became vulnerable, and helped identify impacted customers that had been missed in the investigations. Other clients have asked for my services in

evaluating the complexity of software for evaluation of cyber-insurance claims (lost software development).

38. Through Crimson Vista, I also invest in research and development. Projects include engaging with a partner to implement prototypes of communications security protocols for next-generation automobiles. I also gave a talk on “Detecting Malicious Sandboxes” at the Workshop on Defensive Deception and Trust in Autonomy, in association with the 2018 Naval Applications of Machine Learning Workshop. Crimson Vista has also supported capstone projects at Brigham Young University for computer science students providing both research funds and technical mentorship.

39. I was the Principal Investigator on a research grant from the United States Army for investigating Ransomware mitigation. In this project, I directed the research and implementation of the prototype. I am a senior contributor to another NSF small-business research grant for development of advanced network security components. In this latter project, I am also directing testing and evaluation of the new technology.

40. I also continue to perform a wide range of code reviews for diverse technologies including CAD software, video game systems, digital mobile radios (DMRs), video streaming, and digital rights management (DRM).

41. Moreover, I maintain ties to academia. I have held adjunct appointments at Johns Hopkins University from 2014 to 2019. From July 2016 to July 2019, I also held an appointment as the Director of Advanced Research Projects in the Johns Hopkins University Information Security Institute.

42. At Johns Hopkins University I taught Network security and Advanced Network Security. I created a custom curriculum and lab experience wherein students develop their own

security protocols as a class and then attempt to break their own creations. Students learn how hard it is to get security right, and how easy it is to find something wrong. I published a paper about the lab work in the Journal of Computer Science Education entitled, “PLAYGROUND: Preparing Students for the Cyber Battleground.”

43. Beyond course instruction, I also mentored Master’s students at Johns Hopkins in their capstone projects. These projects include networking security and privacy concerns across a wide range of technologies including cryptography, drone security, iOS security, BitCoin, SSL vulnerabilities, and Twitter “botnets.” My students and I have published multiple papers from these capstone projects.

44. During my tenure as the Director of Advanced Research Projects, I was tasked with developing collaborative research opportunities. Through my efforts, a wide range of student capstones have been executed with partners from the Johns Hopkins Applied Physics Lab or outside corporate partners.

45. For example, we coordinated with the company OnBoard Security to develop better security for anti-collision protocols for air traffic. Students demonstrated the potential issues related to leaving the protocol unsecured and built a working prototype of a secured variant. OnBoard and Johns Hopkins published press releases which were picked up by aviation-focused news sources.

46. I am now an adjunct professor at the University of Texas at Austin. I teach the undergraduate Network Security and Privacy class in the Computer Science department. I also teach the Introduction to Cybersecurity Technology class in the Law School

47. I am also the co-founder and current director of the Crypto Done Right project. This project was hosted by Johns Hopkins University and funded by a grant from Cisco. I

transitioned the project out of John Hopkins University and into its own independent non-profit entity, of which I am a director. Crypto Done Right is designed to bridge the gap between cryptography SME's and the IT professionals that use it. It provides authoritative guidance on deployment, lifecycle, and management of cryptography in IT systems, software development, and technical management.

48. Finally, I am the author of "Cryptography in Python: Learning Correct Cryptography by Example." I am authoring another book on computer security that is expected for publication later in 2022.

ANALYSIS OF SNAPCHAT SOURCE CODE

49. I reviewed, along with a member of my team, the Snapchat produced source code on June 30th and July 1st at the law offices of Morgan Lewis in Dallas, TX. My associate and I worked closely together and under my direction. In total, we spent approximately 32 hours (16 hours per person) reviewing the source code.

50. The code produced was divided into four top-level directories.

- a. "android;"
- b. "LensCore;"
- c. "phantom;" and
- d. "thirdparty."

51. Based on documentation data and other indicators within these directories, it appears that the "LensCore" is a platform-independent module with various functionalities for processing lenses including facial mapping. The "android" directory, unsurprisingly, is related to software configured to run on Android devices. The "phantom" directory is related to software configured to run on iOS devices.

52. Both the Android and iOS code make use of the LensCore code. For simplicity and brevity, I will discuss the Android version of the code to illustrate how the Snapchat code works. Similar code paths exist for iOS.

53. LensCore code contains components and functionality that obtain face measurement data. For example, certain directories of LensCore are called “FaceModel/Expressions” and “FaceModel/Landmarks.” Other face measurement-related directories include “Tracking/ExpressionAnalyzer,” “Tracking/ObjectDetector,” and “Tracking/ObjectTracking.”

54. The ObjectDetector part of the code includes a file called “objectDetectorTracker.cpp.” This module includes a function called “TrackerImpl::track” that detects different kinds of features related to a person. For example, the object detection algorithms distinguish between “hand” and “not hand.”

55. Another example of a file that processes and stores face measurements is “CachingFaceFinder.” This module finds faces in images.

56. It should be noted that Android code is primarily written in Java and much of the LensCore code is written in C++. There is, however, bridging code such as “DefaultTracker.kt” in the Android code that calls to LensCore modules “com.looksery.sdk,” “com.looksery.sdk.domain,” and “com.looksery.LSCoreManagerWrapper.” For example, within DefaultTracker.kt is code called “setTrackingDataListener” that connects to “com.looksery.LSCoreManagerWrapper”. This code, in turns, connects to a “nativeSetTrackingDataListener.” The term “native” is often used when going from Java code to C/C++ code, and this is the case here as well. This code calls to “Tracking DataSender.”

57. Furthermore, source code included “Software Development Kit” (SDK) components that can be used by third-party developers to integrate into the Snapchat code. For example, such SDK components are stored within the path “android/snapchat/SDKs.” On the other hand, Snapchat’s own source code does not, according to documentation, use SDKs for third parties. Instead, Snapchat for Android is an independent application with the internal codename “Mushroom.”

58. Having identified at least some collection of face measurement data, I also investigated various code paths and functionalities to identify, if possible, places where such data was transmitted over the Internet and to Snap servers. Below are examples:

59. I analyzed various code paths within the Android module related to functionality such as “analytics.” For example, within the file AnalyticsSession.kt there is collection of data from the device that is transmitted to Snapchat. However, this data is limited to “meta-data” that does not appear to have any face measurement data derived from biometric data.

60. There were also references to “profiling” in LensCore. This appeared to collect data, including potentially biometric data. However, other documentary evidence suggests this is a testing function only.

61. I also examined error handling code. Because it is common in software to send back data to central servers when an error is detected, I examined the code for this possibility as well. Based on my review, I could not, at this time, definitively conclude any biometric data was transmitted as part of any error handling routines, including error handling routines that transmitted data.

62. I also reviewed various data upload functions. These functions included uploading images, music, “stickers,” and other media data. Based on my review, I could not, at this time, definitively conclude the transmissions appeared to include any biometric information.

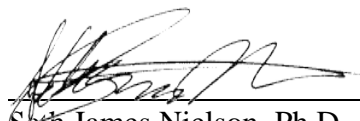
63. In summary, based on my review of the Snapchat source code that my assistant and I inspected, I could not conclude that any of the code paths we evaluated appear to transmit any consumers’ face measurement data back to Snap servers.

CONCLUSION

64. In conclusion, of the various functionalities and code paths identified so far, there appears to be no transmission of face measurement data to Snapchat servers.

* * * * *

I declare under penalty of perjury that the foregoing is true and correct. Executed in Austin, Texas on this 4th day of August, 2022.



Seth James Nielson, Ph.D
CRIMSON VISTA, INC.
2028 E. Ben White Blvd.
Suite 240-7384
Austin, TX 78741

EXHIBIT 5-A



Seth James Nielson's Vita

(512) 387-4310

seth@crimsonvista.com

January 2022

Academic Degrees

| | |
|------|--|
| 2010 | Ph.D. Computer Science , Rice University, Houston, TX |
| 2004 | M.S. Computer Science , Brigham Young University, Provo, UT |
| 2000 | B.S. Computer Science , Brigham Young University, Provo, UT |

Certifications

CISSP

Current Appointments

| | |
|------------------------------------|--|
| Founder and Chief Scientist | Crimson Vista, Inc. |
| Director of Cybersecurity Research | Curuvar LLC |
| Adjunct Assistant Professor | University of Texas at Austin Computer Science |
| Cybersecurity Fellow | Robert Strauss Center for International Security and Law |

Professional Advising

| | |
|----------------|--------------|
| Advisory Board | Syccure Inc. |
|----------------|--------------|

Non-profit and Community Engagement

| | |
|-------------------------|----------------------------------|
| Founding Director | The Crypto Done Right Foundation |
| Cyberlab Advisory Board | The SEED School of Maryland |

Grants and Research Awards

Decentralizing Zero-Trust Infrastructure to Combat Advanced Persistent Threats and Malicious Insiders (Senior Personnel), NSF 2020 SBIR solicitation. Award number 2051989, Curuvar LLC.

Mitigation of Ransomware, DoD 2018.B STTR solicitation (Army), Topic: A18B-T010, Crimson Vista, \$150,000 (2019)

An Enabling Repository of Cryptographic Knowledge (Co-PI), Cisco Grant, Johns Hopkins University Information Security Institute, \$150,000 (2017-2021)

University Research Funding

Sel4 Security Appliance Capstone, funded by Crimson Vista to Brigham Young University Department of Computer Science. 2021

Academic Awards

Brown Fellowship
John and Eileen Tietze Fellowship

Professional Service

International Cryptographic Module Conference, 2022 Program Committee
International Cryptographic Module Conference, 2021 Program Committee
International Cryptographic Module Conference, 2020 Program Committee
International Cryptographic Module Conference, 2019 Program Committee
International Cryptographic Module Conference, 2018 Program Committee

Subject Matter Expertise and Selected Projects

Applied Cryptography

Analysis of compromised password hashes (Crimson Vista, 2020)
“Crypto Done Right”, Cryptographic Knowledge Base with Cisco (Johns Hopkins, 2017-2020)
Simulated implementation of Vehicle-to-Vehicle authentication (Crimson Vista, 2018-2019)
Cryptographic protocol analysis and design for Syccure Inc. (Crimson Vista, 2017-)
Timing attacks on Hardware Security Modules with Diamond Key Security (Johns Hopkins, 2018)
Technical consulting for U.S. Dpt. of Justice (Antitrust Division, Transportation, Energy & Agriculture) (Crimson Vista, 2018)
Aircraft/drone anti-collision protocol security with OnBoard Security (Johns Hopkins, 2017)
Cryptographic communication library for Security First Corp (ISE, 2010-2011)
Encryption library, file system encryption, GPU for Security First Corp (ISE, 2005-2011)

IoT Devices and IoT Security

High-security appliance based on formal methods (Crimson Vista, BYU, 2021)
Hadoop security research (Crimson Vista, 2021-)
IoT data sensors for agricultural operations (Crimson Vista, 2020-)
Contributor, reviewer for the Institute of Assured Autonomy (Johns Hopkins, 2019)
IoT data aggregation security with Armored Things (Johns Hopkins, 2018-2019)
Automated IoT device profiling with the Physics Lab (Johns Hopkins, 2018)
Physical forensics from IoT devices (Johns Hopkins 2017)

Network Security

Virtual Chief Information Security Officer for IperionX (Crimson Vista, 2022-)
Analysis of weaknesses in two-factor authentication (Crimson Vista, 2022-)

Secure distributed computing (Curuvar, 2021-)

Hadoop deployment and security considerations (Crimson Vista, 2021-)

SSO technology evaluation and test (UT Austin, Crimson Vista, 2021-2022)

Information risk assessment with respect to data breach (Crimson Vista, 2020-2021)

Data breach analysis with respect to password authentication (Crimson Vista, 2020-2021)

Network security curriculum design for Law and Policy (University of Texas at Austin, 2020-)

Network security curriculum design for undergraduates (University of Texas at Austin, 2020-2021)

Network security curriculum design (Johns Hopkins, 2013-2019)

Security analysis of financial services vendor for Fortune-100 client (Crimson Vista, 2018-2019)

Analysis of secure e-mail transmission for confidential client (Crimson Vista, 2018-2019)

Cloud storage system security evaluation for confidential client (Harbor Labs, 2015)

Secure gateway security and compliance evaluation for SecurityFirst Corp (Harbor Labs, 2015)

Gateway caching security/privacy engineering (Google, 2005)

Malware and Viruses

Ransomware recovery research and development (Crimson Vista, 2018-2019)

Advanced malware and malware defenses analysis (Johns Hopkins, 2018)

Malware Analysis for Confidential Client (Crimson Vista, 2016)

Privacy

Investigation of location tracking in mobile devices (Crimson Vista, 2021-)

Development of an auditing tool for cookies and other web tracking (Crimson Vista, 2020)

Audit of a large hospital network for cookies and web tracking (Confidential client, 2020)

Development of a privacy curriculum for data architects (Crimson Vista, 2019)

Anonymization of threat indicators with the Applied Physics Lab (Johns Hopkins, 2017)

Analysis of anti-piracy vendor for Center for Copyright Information (Harbor Labs, 2013-2014)

Miscellaneous Security Technologies

Distributed ledger technology for secure state replication (Curuvar, 2021-)

Blockchain technology for sale and/or licensing of intellectual property (Crimson Vista, 2021-2022)

Blockchain technology analysis for a start-up (Crimson Vista, 2019-2020)

Analysis of cyber security norms for a confidential Fortune 100 client (Crimson Vista, 2018-2019)

Analysis of vulnerabilities in portable chemical manufacturing system (Johns Hopkins, 2018)

Open-Source Contribution and Sponsorship for The PyPy Project (Crimson Vista, 2018-2019)

Blockchain and smart contract design for confidential start-up (Crimson Vista, 2018)

Medical device system security evaluation for confidential client (Harbor Labs, 2015)

Software Engineering and Software Analysis

GitHub analysis and statistics for effort estimation (Crimson Vista, 2022)

Software theft analysis and tool design for various clients (Crimson Vista, 2018-)

Cyber insurance investigations for Clyde & Co (Crimson Vista, 2018-2019)

Distributed code coverage analysis tool for a confidential Fortune 100 client (ISE, 2011)

Software engineering for Metrowerks Inc. (2001-2003, formerly Lineo Inc.)

Forensic Source Code Analysis (i.e., Code/IP Theft)

Investigation of altered/forged emails (Crimson Vista, 2022-)

CLE training related to source code analysis/trade secrets (Source Code Discovery, 2021)

Investigation of IP/code theft related to MTA, spear-phishing, and email (Crimson Vista, 2019-2021)

Investigation of code theft related to housing and rental software (Crimson Vista, 2019-2022)

Investigation of code theft related to digital mobile radios (Crimson Vista, 2017-2021)

Investigation of code theft related to financial trading software (Crimson Vista, 2016-2017)

Investigation of code theft related to e-commerce (Harbor Labs, 2015)

Investigation of IP theft embedded in source code related to domain anti-abuse (Harbor Labs, 2015)

Investigation of IP theft embedded in source code related to high-frequency trading (Harbor Labs, 2010-2011)

Publications

Books

Seth James Nielson, *The Technology of Cybersecurity* (Working Title). (Expected Summer 2022)

Seth James Nielson, Christopher K. Monson, *Practical Cryptography in Python, Learning Correct Cryptography by Example*. (October 2019).

Refereed Publications

Joseph Kosturko, Eric Schlieber, Sean Futch, Seth James Nielson, *Cracking a Continuous Flow Reactor: A Vulnerability Assessment for Chemical Additive Manufacturing Devices*. In *Proceedings of the 2018 IEEE International Symposium on Technologies for Homeland Security*. (September 2018)

Chanyang Shin, Prerit Chandok, Ran Liu, Seth James Nielson, Timothy Leschke, *Potential Forensic Analysis of IoT Data: An Overview of Amazon Echo, Z-wave, and Home Router Data Extraction and Analysis*. In *Proceedings of the 2017 IEEE International Conference on Internet of Things (iThings)*, Exeter, UK, pp. 705-710 (June 2017).

Seth James Nielson, *PLAYGROUND: Preparing Students for the Cyber Battleground*. *Computer Science Education*, volume 26, issue 4, pp. 255-276, (January 2017).

Seth James Nielson and Charles D. Knutson, *Design Dysphasia and the Design Patterns Maintenance Cycle*. *Information & Software Technology*, volume 48, number 8, pp. 660- 675, (August 2006)

Seth James Nielson, Scott S. Crosby, and Dan S. Wallach, *A Taxonomy of Rational Attacks*. In *Proceedings of the Fourth International Workshop on Peer-to-Peer Systems (IPTPS '05)*, Ithaca, New York, (February 2005)

Seth J. Nielson and Charles D. Knutson. *OO++: Exploring the Multiparadigm Shift*. *Proceedings of the Workshop on Multiparadigm Programming with Object-Oriented Languages (MPOOL 2004)*, Oslo, Norway, (June 2004)

Rob Kunz, Seth Nielson, Mark Clement, Quinn Snell, *Effective Bandwidth for Traffic Engineering*, *Proceedings of the IEEE Workshop on High Performance Switching and Routing (HPSR 2001)*, Dallas, TX, (May 2001)

Testimony Before Government Bodies

Testimony in support of *Maryland SB 151/HB 211 Criminal Law - Crimes Involving Computers – Ransomware*. Testimony given to the Judicial Proceedings Committee of the Maryland Senate and the Judiciary Committee of the Maryland House of Delegates (January/February 2019)

Invited Talks, Panels, and Technical Training

[CANCELED DUE TO VENUE CHANGE] Seth James Nielson, *Maintaining Data Security and Data Privacy in the 21st Century*, 2022 Enterprise Data World, San Diego, CA (March 2022)

Seth James Nielson, *Securing Your Data Assets Against Hackers*, 2021 Enterprise Data World, Boston, MA. (April 2021)

Seth James Nielson, *The Cybersecurity of IP*, 2020 Essential Cybersecurity Law, Austin, TX (Virtual). (July 2020)

[CANCELED DUE TO COVID 19] Seth James Nielson and Ellie Daw, *Correct Cryptography in*

Python, a Tutorial for Cryptography Beginners, PyCon 2020, Philadelphia, PA. (April 2020)

[CANCELED DUE TO COVID 19] Seth James Nielson, *Protecting Your Data Assets*, 2020 Enterprise Data World, Boston, MA. (March 2020)

Seth James Nielson, *Security and Privacy for Data Architects*, 2019 Data Architecture Summit, Chicago, IL (October 2019)

Seth James Nielson, *Crypto Done Right, One Year In. Lessons Learned and Next Steps*. Presented in the International Cryptographic Knowledge Base 2019 (ICMC 2019), Vancouver, Canada (May 2019)

Panel Discussion, *Hardening US Unmanned Systems Against Enemy Counter Measures*. Accepted invitation to 7th Annual DoD Unmanned Systems Summit, Alexandria, VA (April 2019).

Seth James Nielson, *A Gentle Introduction to Blockchain*. 2019 Enterprise Data World, Boston, MA (March 2019).

Seth James Nielson, *A Gentle Introduction to Blockchain*. 2018 Data Architecture Summit, Chicago, IL (October 2018).

Seth James Nielson, *Detecting Malicious Sandboxes*. Workshop on Defensive Deception and Trust in Autonomy, San Diego, CA (August 2018).

Seth James Nielson and Debra Baker, *Towards a Crowd-Sourced Cryptographic Knowledge Base*. Presented in the International Cryptographic Knowledge Base 2018 (ICMC18), Ottawa, Canada (May 2018).

Seth James Nielson, *The PyPy Sandbox*. Presented in the National Centers of Academic Excellence Tech Talk, Online (March 2018).

Theses

PhD Thesis: Designing Incentives for Peer-to-Peer Systems (defended 10/2009)

Master's Thesis: OO++ Design Patterns, GOF Revisited (defended 8/2004)

Technical Reports

Seth James Nielson and Dan S. Wallach, *The BitTorrent Anonymity Marketplace*, arXiv Technical Report 1108.2718, (August 2011)

Seth James Nielson, Caleb E. Spare, and Dan S. Wallach, *Building Better Incentives for Robustness in BitTorrent*, arXiv Technical Report 1108.2716, (August 2011)

Seth James Nielson, Seth J. Fogarty, and Dan S. Wallach, *Attacks on Local Searching Tools*, arXiv Technical Report 1108.2704 (Originally produced in December, 2004, available on arXiv as of August 2011)

White Papers and Trade Publications

Seth James Nielson, *Techniques for Discovering Unauthorized Copying in Software*, Crimson Vista White Paper, (January 2022)

Aviel D. Rubin, Seth J. Nielson, Christopher K. Monson, *Evaluation of the MarkMonitor AntiPiracy System*, Produced for the Center for Copyright Information (December 2013)

Aviel D. Rubin, Seth J. Nielson, Sam Small, Christopher K. Monson, *Guidelines for Source Code Review in Hi-Tech Litigation*, Harbor Labs White Paper (September 2013)

Graduate Advising

Capstones for Masters of Science in Security Informatics (Johns Hopkins)

Weizhou Wang, Runjie Zhang, *Research on defense next-generation malware on the Windows platform* (December 2018)

Yu-Tsern Jou, Ying Liu, Menghan Bai, *Open Source HSM Side Channel Analysis* (December 2018)

Bowen Shi, Hong Ma, Mengqi Qin, *Side Channel Attack on HSM Based on Machine Learning* (December 2018)

Dylan Richmond, Matthew Shonman, Jingcheng Yang, *An Exploration of the Usability of HTTPS* (December 2018)

Steven Cheng, Venkata Aditya Bollapragada, and Antara Sargam, *Using Selective RAM Journaling to Fight Ransomware* (December 2018)

Yongqiang Fan, Haiwen Sun, *Fault Tolerance System for IoT* (December 2018)

Weike Chen, Harry Luo, Prashanth Venkateswaran, *IoT Discovery* (August 2018)

Joseph "Jay" Kosturko, Eric Schlieber, Sean Futch, *Cracking a Continuous Flow Reactor: A Vulnerability Assessment for Chemical Additive Manufacturing Devices* (May 2018)

Chao Lei, Wenjun Li, *Anti-Honeypot Detection in Advanced Botnet Attacks* (December 2017)

Ritvik Sachdev, Purushottam Kulkarni, Praveen Malhan, *Securing ADS-B Based Airborne Collision Avoidance Systems* (December 2017)

Ningyuan Bao, Mengying Hu, *Security-Testing-Orientated Internet of Things(IoT) Simulator* (December 2017)

Zehuan Li, Shanshan Yang, Liangjia Fu, *AIS Data De-anonymization* (December 2017)

Chanyang Shin, Prerit Chandok, Aurin Chakravarty, *Forensic Data Collection from IoT Devices* (December 2017)

Kevin Manzotti, Kashif Memon, Rahul Durgad, *Replication of CryptoDrop* (December 2016)

Harshneel More, Jingmiao Wang, Yuanqi Zhu, *Detecting XSS attacks using BRO IDS* (December 2016)

Asmaa Aljohani, Gyan Namdhari, Yue Zhu, *Feasibility, Security and Privacy Analysis of EMVCo Payment Tokenization Technology for Identity Enabled Transactions* (December 2016)

Richard Eaton, *The Emperor Has No Friends: Identifying Botnet Customers and Mapping Out Botnets on Twitter* (May 2015)

Jingru Chen, Yaning Liu, Yifan Yu, Zhiyue Zu, *Investigating the Heartbleed Vulnerability* (2015)

Kartik Thapar, *Security Techniques for Developing iOS Applications* (February 2015)

Jie Feng, Jianxiang Peng, Likai Zhang, *De-anonymizing BitCoin* (January 2014)

Teaching

University of Texas at Austin

Cybersecurity Tech/Law Policy (2020-)
Network Security and Privacy (2020-2021)

Johns Hopkins University

Advanced Network Security (2017 - 2019)
Network Security (2014 – 2019)

Rice University

Data Structures and Algorithms (Spring 2008)

Patents

Co-inventor: Nielson, S. 2021. Distributed Authentication Between Network Nodes. U.S. Patent 11,032,252 filed January 2, 2019 and issued June 8, 2021.

Co-inventor: Orsini, R. 2014. Systems and methods for security data in motion. U.S. Patent 8,745,372 filed November 24, 2010 and issued June 3, 2014.

Co-inventor: Orsini, R. 2014. Systems and methods for security data in motion. U.S. Patent 8,745,379 filed August 20, 2012 and issued June 3, 2014.

Co-inventor: O'Hare, R. 2014. Systems and methods for security data. U.S. Patent 8,677,148 filed January 27, 2012 and issued March 18, 2014.

In the News

"Johns Hopkins Researchers and OnBoard Security Team Up to Protect Drones," *Robotics Tomorrow*, 3/16/2018

"Rice University Computer Scientists Find a Flaw in Google's New Desktop Search Program." *New York Times*, 12/20/2004

Employment History

University of Texas at Austin
2020-

Adjunct Assistant Professor

Source Code Discovery, LLC.

2019-2021

Founder and Partner

Crimson Vista, Inc.

2016-Present

Founder and Chief Scientist

Johns Hopkins Applied Physics Lab

2018-2019

Senior Professional Staff (Temp/On-Call)

Johns Hopkins University

2016-2019

Director of Advanced Research Projects

2015-2019

Adjunct Associate Research Scientist

2014

Lecturer

Harbor Labs, LLC

2014-2015

Principal

2011-2014

Research Scientist

Independent Security Evaluators

2010-2011

Senior Security Analyst

2005-2009

Security Analyst

Google, Inc.

2005

Summer Intern

Metrowerks (Formerly Lineo, Inc.)

2001-2003

Software Engineer II

Expert Testimony

On behalf of JTC in Seimens vs JTC (2021-2022)

Counsel: Peckar and Abramson, PC

Venue: American Arbitration Association

Subject Matter: Software Engineering Efforts

Reports: 1 Report submitted in July 2021

1 Report submitted in September 2021

Testimony: March 2021

On behalf of Samsung in Samsung v. Proxense (2021-Present)

Counsel: Quinn Emanuel Urquhart & Sullivan, LLP

Venue: Western District of Texas (Waco)

Subject Matter: Authentication, Authorization, Device-to-device

Reports: 1 declaration submitted October 2021

On behalf of Bitglass in Netskope, Inc. v. Bitglass Inc. (2021-Present)

Counsel: Irell and Manela, LLP

Venue: PTAB Petition for Inter Partes Review

Subject Matter: Authentication, Single-Sign-On

Reports: 1 declaration submitted September 2021
1 declaration submitted March 2021

On behalf of The State of Arizona in Arizona v. Google (2021-Present)

Counsel: Ruttenberg IP Law
Venue: Superior Court of the State of Arizona (Maricopa)
Subject Matter: Privacy, Location tracking, Data collection
Reports: 1 declaration submitted August 2021

On behalf of TLC in TLC v. Koninklijke Philips N.V., US Philips Corporation (2019-2021)

Counsel: Perkins Coie LLP
Venue: PTAB Petition for Inter Partes Review
Subject Matter: Cryptographic protocols
Reports: 1 declaration submitted February 2021

On behalf of Magic Micro in Monsoon v. Magic Micro (2020-2021)

Counsel: Gutnicki, LLP
Venue: International Centre for Dispute Resolution
Subject Matter: Blockchain, file storage
Reports: 1 declaration submitted October 2020
1 declaration submitted November 2020
Testimony: In arbitration December 2020

On behalf of Juniper in Juniper Networks Inc. v. Huawei Digital Technologies Co. (2020-Present)

Counsel: Irell and Manella, LLP
Venue: PTAB Petition for Inter Partes Review
Subject Matter: Network perimeter defense against malware
Reports: 1 declaration submitted June 2020
1 declaration submitted July 2021
Deposition: April 2021

On behalf of DivX in Netflix v. DivX (2020-Present)

Counsel: Lowenstein & Weatherwax, LLP
Venue: PTAB Petition for Inter Partes Review
Subject Matter: Encryption of streaming media
Reports: 1 declaration submitted May 2020
1 declaration submitted December 2020
1 declaration submitted April 2021
Deposition: January 2021, February 2021

On behalf of Juniper in Juniper Networks Inc. v. Implicit LLC (2019-2020)

Counsel: Irell and Manella, LLP
Venue: PTAB Petition for Inter Partes Review
Subject Matter: Packet classification
Reports: 1 declaration submitted February 2020

On behalf of the Dealership class in Dealer Management Systems Antitrust Litigation (2019-Present)

Counsel: Milberg Phillips Grossman LLP

Venue: Case No. 18-cv-00864 (Northern District of Illinois)
Subject Matter: Cybersecurity, risk assessment, third-party access
Reports: 1 report submitted November 2019
Deposition: January 2020

On behalf of Symantec in the Trustees of Columbia University in the City of New York v. Symantec Corporation. (2018-Present)

Counsel: Quinn Emanuel Urquhart & Sullivan, LLP
Venue: Case No. Civil Action No. 3:13-cv-00808-JRS (Eastern District of Virginia)
Subject Matter: Deception technologies, Honeypots
Reports: 1 report submitted October 2019
Deposition: January 2020

On behalf of Proofpoint in Proofpoint Inc. v. Vade Secure (2019-2021)

Counsel: Quinn Emanuel Urquhart & Sullivan, LLP
Venue: Case No. 3:19-cv-04238 (Northern District of California)
Subject Matter: Cloud-based email, malware detection, AI
Reports: 1 report submitted September 2019, 1 report submitted December 2019
1 report submitted February 2021, 1 report submitted April 2021
Deposition: April 2021
In Court: Expert testimony August 2021

On behalf of Bitdefender in Finjan Inc. v. BitDefender Inc. (2018-2021)

Counsel: Susman Godfrey LLP
Venue: Case No. 4:17-cv-4790-HSG (Northern District of California)
Subject Matter: Web threat detection, malware, gateways
Reports: 1 report submitted July 2019, 1 report submitted August 2019
Depositions: October 2019

On behalf of HTC in Koninklijke Philips N.V., US Philips Corporation v. HTC Corp., HTC America Inc. (2019-2020)

Counsel: Perkins Coie LLP
Venue: Case No. 4:18-cv-01887-HSG (Northern District of California)
Subject Matter: Cryptographic protocols
Reports: 1 report submitted May 2019, 1 report submitted June 2019
Depositions: August 2019

On behalf of Juniper in Juniper Networks Inc. v. Finjan Inc. (2018-2019)

Counsel: Irell and Manella, LLP
Venue: PTAB Petition for Inter Partes Review
Subject Matter: Malware, firewall/gateway, network security
Reports: 4 declarations submitted October 2018
Depositions: June 2019

On behalf of Redbox in Disney Enterprises, Inc., LucasFilm Ltd, LLC, and MVL Film Finance LLC v. Redbox Automated Retail, LLC. (2018)

Counsel: Robins Kaplan LLP
Venue: Case No. 2:17-cv-08655-DDP (AGRx) (Central District of California, Western Division)

Subject Matter: DRM, cloud security, media streaming
Reports: 1 declaration submitted May 2018

On behalf of Trend Micro in Trend Micro, Inc. v. Security Profiling, LLC (2017-2018)

Counsel: The Marbury Law Group, PLLC
Venue: Inter Partes Review Case No. IPR2017-02191 and IPR2017-02192
Subject Matter: Automated security patches
Reports: 2 declarations submitted September 2017
Depositions: June 2018

On behalf of TeleSign in Twilio Inc. v. TeleSign Corporation (2016-2021, multiple cases)

Counsel: Shook, Hardy & Bacon LLP
Venue: Inter Partes Review Case No. IPR2016-01688, IPR2016-00360, IPR2017-01976 IPR2017-01977, IPR2017-01978
Case No. 5:16-cv-6925-LHK (Nor. District of California, San Jose Div.)
Subject Matter: Telecommunications security
Reports: 1 declaration submitted August 2016, May 2017, and July 2017
Depositions: November 2016, July 2017, August 2017

On behalf of Blue Coat in Finjan Inc. v. Blue Coat Systems LLC (2017-2018)

Counsel: Originally Wilson, Sonsini, Goodrich and Rosati PC; later Morrison & Foerster LLP
Venue: Case No. 15-cv-03295-BLF-SVK (Nor. District of California, San Div.)
Subject Matter: Firewalls, gateway, security devices, malware
Reports: 1 report submitted April 2017
Depositions: April 2017
In Court: Tech tutorial February 2017, expert testimony November 2017

On behalf of Sedosoft in Sedosoft Inc. v Mark Burchett LTD and NFSx9 LLC (2016)

Counsel: McInnes and McLane LLP
Venue: Case No. Civil Action No. 1:15-cv-10244-RGS (District of Massachusetts)
Subject Matter: Code theft
Reports: 1 report submitted May 2016 and August 2016

On behalf of USAA in Asghari-Kamrani, et al. v. United Services Automobile Association, Inc.

Counsel: Fish and Richardson PC
Venue: Inter Partes Review Case No. IPR2015-01842, and CBM2016-00063, CBM2016-00064
Subject Matter: Applied cryptography, authentication
Reports: 1 report submitted September 2015, 1 report submitted April 2016
Depositions: March 2017

On behalf of WTS Paradigm in WTS PARADIGM, LLC v EDGEAQ, LLC (2015-2016)

Counsel: Quarles & Brady LLP
Venue: Case No. 3:15-CV-330 (Western District of Wisconsin)
Subject Matter: Software-assisted product configuration, presentation, and ordering
Reports: 1 report submitted March 2016
Depositions: April 2016

On behalf of Mr Leon Stambler in Mr. Leon Stambler v Mastercard IPR (2015-2016)

Counsel: Flachsbart & Greenspoon, LLC
Venue: CBM2015-00044
Subject Matter: Authentication, authentication codes
Reports: 1 declaration submitted October 2015
Deposition: December 2015

On behalf of Trusteer/IBM in Trusted Knight Corporation v. International Business Machines Corporation and Trusteer, Inc. (2015)

Counsel: Quinn Emanuel Urquhart & Sullivan LLP
Venue: C.A. No. 14-1063 LPS-CJB (District of Delaware)
Subject Matter: Key logging, protections against
Reports: 1 declaration submitted July 2015

On behalf of Sensus in Sensus USA, Inc. v. Certified Measurement, LLC (2015)

Counsel: Feldman Gale PA
Venue: Inter Partes Review Case No. IPR2015-01262, IPR2015-01311, IPR2015-01439, IPR2015-01454
Case number 3:14-cv-01069 (District of Connecticut)
Subject Matter: Applied cryptography, certification of data
Reports: 1 declaration submitted June 2015, 4 declarations submitted July 2015

On behalf of Chad Eichenberger in Chad Eichenberger v. ESPN (2015)

Counsel: Edelson PC
Venue: Case No. 2:14-cv-00463 (Western District of Washington)
Subject Matter: Consumer privacy
Reports: 1 declaration submitted January 2015

On behalf of Optimum Content Protection in Microsoft Corporation v. Optimum Content Protection LLC. (2014)

Counsel: Sidley Austin LLP
Venue: Inter Partes Review No. IPR2015-00048
Subject Matter: DRM, data streaming, protection
Reports: 1 declaration submitted October 2014

On behalf of Fortinet in Fortinet v. Sophos (2014-2015, multiple cases)

Counsel: Quinn Emanuel Urquhart & Sullivan LLP
Venue: Inter Partes Review No. IPR2015-00618
Case No. 3:13-cv-05831-EMC (DMR) (Nor. District of California, SF div.)
Case No. 1:14-cv-00100-GMS (District of Delaware)
Subject Matter: Antivirus, anti-malware
Reports: 2 declarations submitted September 2014, 1 submitted September 2015
1 report submitted October 2015, November 2015
Depositions: October 2014, October 2015
In Court: Tech tutorial December 2015

On behalf of Afilias in Afilias PLC v Architelos Inc and Alexa Raad (2015)

Counsel: Haynes Boone LLP
Venue: Case No. 1:15-cv-00014-LMB-JFA (Eastern District of Virginia)

Subject Matter: Domain name system anti-abuse
Reports: 1 report submitted April 2015, May 2015
Depositions: June 2015
In Court: Expert testimony August 2015

On behalf of Telit in M2M v. Motorola, Telit (2015-2016)

Counsel: Pearl Cohen Zedek Latzer Baratz LLP
Venue: Case No. 12-033-RGA (District of Delaware)
Subject Matter: Authentication
Reports: 1 declaration submitted May 2014,
1 report submitted July 2014, August 2014
Depositions: June 2015

On behalf of Rmail/Rpost in Rmail Limited, v. Amazon.com, Inc., and Paypal and Rmail Limited, Rpost Communications Limited, and Rpost Holdings Inc., v. Docusign, Inc. (2013-2014)

Counsel: Hudnell Law Group PC
Venue: Case No. 2:10-CV-258-JRG (Lead Case)
Case No. 2:11-CV-299-JRG (Member Case) (E.D. Texas)
Subject Matter: Email security
Reports: 2 reports April 2013, 1 declaration June 2013
Depositions: May 2013 (2 days)

On behalf of Via Vadis in Via Vadis v. Skype (2012-2014)

Counsel: WTP Law
Venue: Via Vadis v. Skype, Case No. 11-507 (RGA) (District of Delaware)
Subject Matter: P2P communications
Reports: 1 affidavit December 2012