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FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

JUL -1 2021

S. Salazar 

9 SUPERIOR COURT OF CALIFORNIA

10 COUNTY OF RIVERSIDE

11 KIRILOSE MANSOUR, individually on behalf  
12 of himself and all others similarly situated,

13 Plaintiff,

14 vs.

15 BUMBLE TRADING, INC, a Delaware  
16 corporation; and DOES 1-10, inclusive, and  
17 each of them,

Defendants.

Case No. RIC1810011

~~PROPOSED~~ ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT AGREEMENT

Hon. Sunshine S. Sykes

Dept: 6

Complaint Filed: May 29, 2018

18 Plaintiff has filed a Motion for an Order Granting Preliminary Approval of Class Action  
19 Settlement Agreement, Conditionally Certifying Proposed Settlement Class, Directing Notice, and  
20 Setting Hearing on Final Approval of Settlement (“Motion”). Having reviewed the Motion and  
21 supporting materials, the Court determines and orders as follows:

22 1. Counsel have advised the Court that the parties have agreed, subject to final  
23 approval by this Court following notice to the proposed Settlement Class (as defined in Section 5  
24 *infra* and the Class in the First Amended Complaint at ¶ 31) and a hearing, to settle this Litigation  
25 on the terms and conditions set forth in the Class Action Settlement Agreement dated November  
26 20, 2020 (the “Agreement”). The Agreement was entered into only after extensive arm’s-length  
27 negotiation by experienced counsel and after mediation under the guidance of the Honorable Gail  
28 Andler (Ret).

1           2.       The Court has reviewed the Agreement, as well as the files, records, and  
2 proceedings to date in this matter. The terms of the Agreement are hereby incorporated as though  
3 fully set forth in this Preliminary Approval Order (the “Order”). Capitalized terms herein shall  
4 have the meanings attributed to them in the Agreement except as otherwise indicated in this  
5 Order.

6           3.       Upon preliminary examination, it appears to the Court that the Agreement is  
7 sufficiently fair, just, reasonable, and adequate to warrant notice to the proposed Settlement  
8 Class; that the Settlement Class should be conditionally certified for settlement purposes only;  
9 and that the Court should hold a hearing after notice to the Settlement Class as set forth in the  
10 Agreement to determine whether, based upon the Agreement, the Court should enter a settlement  
11 approval order and final judgment dismissing all claims in the Litigation with prejudice.

12           Based upon the foregoing, IT IS HEREBY ORDERED:

13           4.       Preliminary Approval of Proposed Settlement. The Agreement, including all  
14 exhibits thereto, is preliminarily approved as fair, just, reasonable and adequate. The Court finds  
15 that the Agreement (a) is the product of extensive arm’s-length negotiations, and (b) the  
16 Agreement is sufficient to warrant providing notice thereof, and notice of the Final Approval  
17 Hearing described below, to the Settlement Class Members.

18           5.       Class Certification for Settlement Purposes Only.

19           (a)       Pursuant to Code of Civil Procedure Section 382, for settlement purposes only  
20 (and for no other purpose and with no other effect upon this or any other action, including no  
21 effect upon this Litigation should the Agreement not ultimately be approved by the Court), the  
22 Court conditionally certifies a class consisting of every male person in California who used the  
23 Bumble dating app and self-identified as interested in women on the Bumble dating app from  
24 May 29, 2016 to May 18, 2021 (“the Settlement Class”). The Court finds that for settlement  
25 purposes the expanded definition of the Settlement Class in the First Amended Complaint from  
26 the class alleged in the original Complaint filed on May 29, 2018 – which limited the Settlement  
27 Class to Bumble Boost subscribers – is fair, just and reasonable, because the allegedly  
28 discriminatory practice of allowing only women to send the first message is a feature of the

1 Bumble dating app. That feature is not altered by, and is unrelated to, the premium Boost service  
2 that was the subject of the original Complaint.

3 The Settlement Class does not include Bumble Trading, Inc. (“Bumble”); any  
4 entities in which Bumble has a controlling interest; the employees, officers, directors, legal  
5 representatives, subsidiaries, and affiliates of Bumble; or any persons who validly request exclusion  
6 from the Settlement Class. In connection with certification, the Court makes the following  
7 preliminary findings:

8 (a) The Settlement Class satisfies Code of Civil Procedure § 382 because the  
9 Settlement Class appears to be so numerous that joinder of all members is impracticable;

10 (b) The Settlement Class satisfies Code of Civil Procedure § 382 because there  
11 appear to be questions of law or fact common to the Settlement Class;

12 (c) The Settlement Class satisfies Code of Civil Procedure § 382 because the claims  
13 of the plaintiff named in the caption appear to be typical of the claims being resolved through the  
14 Agreement;

15 (d) The Settlement Class satisfies Code of Civil Procedure § 382 because the named  
16 plaintiff appears to be capable of fairly and adequately protecting the interests of the Settlement  
17 Class in connection with the proposed settlement and because Class Counsel are qualified,  
18 competent and capable of prosecuting this Litigation on behalf of the Class.

19 (e) The Settlement Class satisfies the requirements of Code of Civil Procedure § 382  
20 because, for purposes of settlement approval and administration, common questions of law and fact  
21 appear to predominate over questions affecting only individual Settlement Class Members and  
22 because settlement with the above-described Settlement Class appears to be superior to other  
23 available methods for the fair and efficient resolution of the claims of the Settlement Class. The  
24 Settlement Class appears to be sufficiently cohesive to warrant settlement by representation.

25 In making the foregoing findings, the Court has exercised its discretion in conditionally  
26 certifying a settlement class.

27 6. Class Representative. Kirilose Mansour is hereby designated as Class  
28 Representative for settlement purposes only.

1           7.     Class Counsel. The Court appoints the Law Offices of Todd M. Friedman, PC and  
2 The Soliman Firm as counsel for the Class (“Class Counsel”) for settlement purposes only. For  
3 purposes of these settlement approval proceedings, the Court finds that Class Counsel are  
4 competent and capable of exercising their responsibilities as Class Counsel.

5           8.     Final Approval Hearing. A hearing shall be held before this Court on October 7,  
6 2021 at 8:30 a.m. (“Final Approval Hearing”), as set forth in the Class Notice (described in  
7 Paragraph 9 below), to determine whether the Agreement is fair, just, reasonable, and adequate  
8 and should be given final approval. Papers in support of Final Approval of the Agreement and  
9 Class Counsel’s application for an award of attorneys’ fees, costs and expenses and for an  
10 incentive award to the Representative Plaintiff (“Fee and Expense Application”) shall be filed with  
11 the Court according to the schedule set forth in Paragraphs 13 and 14, below. The Court may  
12 postpone, adjourn, or continue the Final Approval Hearing without further notice to the  
13 Settlement Class. However, if the Final Approval Hearing date is changed, the Settlement  
14 Administrator Postlethwaite & Netterville will provide notice to any objectors. After the Final  
15 Approval Hearing, the Court may enter a Settlement Order and Final Judgment in accordance with  
16 the Agreement (“Final Judgment”), which will conclusively adjudicate the rights of the Settlement  
17 Class Members with respect to the claims being settled.

18           9.     Class Notice. The Court appoints Postlethwaite & Netterville (“the Settlement  
19 Administrator”) to administer the settlement as set forth in the subsequent paragraphs. The Court  
20 approves the form and content of the notices substantially in the form attached as Exhibit 1 to this  
21 Order. Bumble and the Settlement Administrator shall comply with the notice requirements of  
22 Section 4.2 of the Agreement, to be completed no later than 30 days after entry of this Order.  
23 Further, Class Counsel shall direct the Settlement Administrator to establish the Settlement  
24 Website, with the content prescribed in Section 4.3 of the Agreement, not later than thirty (30)  
25 days after entry of this Order. The Court additionally approves the Claim form attached as  
26 Exhibit 2 to this Order, the Exclusion form attached as Exhibit 3 to this Order, and the Objection  
27 form attached as Exhibit 4 to this Order.

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1           10.    Findings Concerning Class Notice. The Court finds that the Class Notice and the  
2 manner of its dissemination described in Sections 4.2 and 4.3 of the Agreement constitute the best  
3 practicable notice under the circumstances and is reasonably calculated, under all the  
4 circumstances, to apprise Settlement Class Members of the pendency of this Litigation, the terms  
5 of the Agreement, and their right to object to or exclude themselves from the Settlement Class.  
6 The Court finds that the Class Notice is reasonable, that it constitutes due, adequate and sufficient  
7 notice to all persons entitled to receive notice, and that it meets the requirements of due process,  
8 Rules of Court 3.766 and 3.769(f), and any other applicable laws. The Class Notice provides  
9 direct links to the Exclusion form and Objection form.

10           11.    Class Claims.

11           (a)    Every Class Member who has an active Bumble dating app account on the Notice  
12 Date who does not ask to be excluded will automatically receive a one-time deposit of 20 free  
13 Super Swipes, to be delivered directly to each Class Member's Bumble dating app account. In  
14 addition, every Class Member who submits a valid and timely claim form will receive a pro rata  
15 share from a distributable settlement fund of \$3 million, less costs of suit, administration  
16 expenses, and incentive award, which are anticipated not to exceed \$159,059. Any Class  
17 Member who submits a claim and certifies they do not have an active Bumble dating app account  
18 or do elect not to receive Super Swipes will receive two portions of the pro rata share from the  
19 distributable settlement fund.

20           (b)    In order to make a claim for a pro rata share, any Settlement Class Member may  
21 either mail the claim form attached as Exhibit 2 and as made available on the settlement website  
22 to the Settlement Administrator at the address set forth in the Class Notice or submit such form  
23 electronically on the settlement website. All such written or electronics requests must be  
24 postmarked or submitted within sixty (60) days after the first date that the Class Notice is posted  
25 by the Settlement Administrator on the Settlement Website. The date of the postmark on the  
26 envelope or electronic submission containing the claim form shall be the exclusive means used to  
27 determine whether a claim has been timely submitted. In the event that a postmark is illegible, the  
28 date of mailing shall be deemed to be three (3) days prior to the date that the Settlement

1 Administrator received a copy of the claim form. The Settlement Class Member must pay for  
2 postage.

3 12. Exclusion from Settlement Class.

4 (a) Each Settlement Class Member who wishes to exclude himself from the  
5 Settlement Class and who follows the procedures set forth in this Paragraph shall be excluded.  
6 Any potential member of the Settlement Class may either mail the exclusion form attached as  
7 Exhibit 3 and as made available on the settlement website to the Settlement Administrator at the  
8 address set forth in the Class Notice or submit such form electronically on the settlement website.  
9 All such written or electronic requests must be postmarked or submitted within forty-five (45)  
10 days after the first date that the Class Notice is posted by the Settlement Administrator on the  
11 Settlement Website. The date of the postmark on the envelope or electronic submission  
12 containing the request for exclusion shall be the exclusive means used to determine whether a  
13 request for exclusion has been timely submitted. In the event that a postmark is illegible, the date  
14 of mailing shall be deemed to be three (3) days prior to the date that the Settlement Administrator  
15 received a copy of the request for exclusion. The Settlement Class Member must pay for postage.  
16 All persons who properly request exclusion from the Settlement Class shall not be Settlement  
17 Class Members, shall not have the right to object to the Agreement, and shall have no rights with  
18 respect to, nor be bound by, the Agreement, should it be approved. The Settlement Administrator  
19 will provide to Class Counsel an authenticated copy of every exclusion form received by the  
20 Settlement Administrator. Class Counsel will then submit a declaration that includes copies of all  
21 such authenticated exclusion forms. This declaration will be filed concurrently with any motion  
22 for final approval. The names of all such excluded individuals shall be attached as an exhibit to  
23 any Final Judgment.

24 (b) Any Settlement Class Member may rescind his request for exclusion from the  
25 Settlement Class by providing written notice of withdrawal to the Settlement Administrator no  
26 more than fourteen (14) days after the Final Approval Hearing.

27 13. Common Fund; Costs of Notice and Administration.

28

1 (a) In accordance with the requirements of Article 3 of the Agreement, Defendant will  
2 deposit with the Settlement Administrator a fund of monetary benefits in the total amount of  
3 \$3,000,000.00, which funds will be used to pay for 1) third-party administration expenses; 2) the  
4 proposed incentive award to Plaintiff as provided in Section 7.3 of the Agreement; 3) costs of the  
5 Litigation, in an amount not to exceed \$50,000.00; and 4) the remainder being a distributable  
6 fund to Settlement Class Members who submit Valid Claims (collectively, the "Common Fund").

7 (b) Within thirty (30) days of the entry of this Preliminary Approval Order, Bumble  
8 will disburse to the Settlement Administrator the Administrative Cost Estimate portion of the  
9 Common Fund to be used by the Settlement Administrator for preliminary settlement  
10 administration costs, including the costs to establish and maintain the Settlement Website, the  
11 costs to establish and maintain a toll-free telephone number for questions by Settlement Class  
12 Members, as well as any other initial administration costs to the Parties. To the extent that  
13 additional settlement administration costs are incurred after this initial payment, but before the  
14 deposit of funds into the Common Fund, the Settlement Administrator will bill, and Bumble shall  
15 pay, such additional costs. For any such additional costs of settlement administration that are paid  
16 by Bumble, Bumble shall receive a credit against the amounts required to be paid into the  
17 Common Fund.

18 (c) All settlement administration costs will be drawn from the Common Fund by the  
19 Settlement Administrator, subject to the written approval of Bumble (via its counsel) and Class  
20 Counsel, except the Settlement Administrator will separately invoice the Defendant, and the  
21 Defendant will pay to the Settlement Administrator up to \$100,000 for the reverse look up of  
22 contact information (email addresses and/or physical addresses), for former Bumble dating app  
23 users for whom Defendant only has telephone numbers as contact information and therefore  
24 cannot provide the initial notice by email or through the Bumble dating app.

25 (d) Upon the Effective Date, Bumble will disburse to the Settlement Administrator the  
26 remainder of the Common Fund necessary to make all payments in accordance with the  
27 Agreement.

28 14. Objections and Appearances.

1 (a) *Objections.* Any Settlement Class Member who has not timely submitted an  
2 exclusion form may object to the fairness, reasonableness or adequacy of the Agreement, or the  
3 Fee and Expense Application. Any Settlement Class Member who wishes to object to the settlement  
4 must either send the objection form attached as Exhibit 4 (and to be made available on the  
5 settlement website) to the Settlement Administrator at the address set forth in the Class Notice by  
6 first-class mail or electronically submit the objection through the form available on the settlement  
7 website. Objections must be postmarked or electronically submitted no later than forty-five (45)  
8 days after the first date that the Class Notice is posted by the Settlement Administrator on the  
9 Settlement Website. Settlement Class Members who file objections in accordance with these  
10 requirements may also appear at the Final Approval Hearing. The date of the postmark on the  
11 envelope or electronic submission containing the objection shall be the exclusive means used to  
12 determine whether an objection has been timely submitted. In the event a postmark is illegible, the  
13 date of mailing shall be deemed to be three (3) days prior to the date that the Settlement  
14 Administrator received a copy of the objection. The Settlement Class Member must pay for postage.  
15 Any objection not timely made in this manner shall be forever barred. The Settlement Administrator  
16 will provide to Class Counsel an authenticated copy of every exclusion form received by the  
17 Settlement Administrator. Class Counsel will then submit a declaration that includes copies of all  
18 such authenticated exclusion forms. This declaration will be filed concurrently with any motion for  
19 final approval.

20 (b) *Appearance at Final Approval Hearing.* Any Settlement Class Member who  
21 does not timely deliver a written objection within forty-five (45) days after the first date that the  
22 Class Notice is posted by the Settlement Administrator on the Settlement Website, in accordance  
23 with the requirements of this Order, shall not be permitted to object to or to appear at the Final  
24 Approval Hearing, except for good cause shown, and shall be bound by all proceedings, orders and  
25 judgments of the Court.

26 (c) *Papers for Final Approval and for Fees and Expenses.* Class counsel shall  
27 file with the Court a Motion for Attorney's Fees and Costs and Incentive Award, together with all  
28 supporting documentation, no later than forty-five (45) days after the Notice Date. Plaintiff shall



1 file with the Court a Motion for Final Approval of the settlement by no later than 28 days before  
2 the Final Approval Hearing.

3 (d) *Responses to Objections.* Any responses to objections to the Agreement or  
4 the Fee and Expense Application shall be filed with the Court within twenty-one (21) days after the  
5 deadline for serving objections.

6 15. Dates of Performance.

7 (a) The Settlement Administrator shall post the Class Notice on the Settlement  
8 Website within thirty (30) days after the entry of this Order;

9 (b) Class Counsel's Fee and Expense Application, and all supporting materials,  
10 shall be filed within forty-five (45) days after the Notice Date;

11 (c) Plaintiff's motion for Final Approval, and all supporting materials, shall be  
12 filed no later than twenty-eight (28) days prior to the hearing on the Final Approval of Settlement;

13 (d) Settlement Class Members who desire to be excluded shall mail or  
14 electronically submit requests for exclusion postmarked or submitted within forty-five (45) days of  
15 the Notice Date;

16 (e) Settlement Class Members who wish to rescind their exclusion must provide  
17 written notice of withdrawal of exclusion to the Settlement Administrator no more than fourteen  
18 (14) days after the Final Approval Hearing.

19 (f) All objections to the Agreement or the Fee and Expense Application shall be  
20 mailed or electronically submitted within forty-five (45) days of the Notice Date;

21 (g) Responses to objections, if any, and in further support of the Fee and  
22 Expense Application, shall be filed within twenty-one (21) days after the objection filing deadline;

23 16. Effect of Failure to Approve the Agreement. In the event that the Parties for any  
24 reason fail to obtain a Final Judgment as contemplated in the Agreement, or the Agreement is  
25 terminated pursuant to its terms for any reason, then the following shall apply:

26 (a) All orders and findings entered in connection with the Agreement shall become  
27 null and void and have no further force and effect;

28

1 (b) The conditional certification of the Settlement Class pursuant to this Order shall  
2 be vacated automatically, and the case shall return to its status as it existed before entry of this  
3 Order;

4 (c) Nothing contained in this Order is, or may be construed as, any admission or  
5 concession by or against Bumble or Plaintiff on any point of fact or law, including, but not limited  
6 to, factual or legal matters relating to any effort to certify this case as a class action for purposes of  
7 considering settlement approval; and

8 (d) Nothing in this Order or pertaining to the Agreement shall be used as evidence  
9 in any further proceeding in this case pertaining to treatment of this case as a class action.

10 17. Discretion of Counsel. Counsel are hereby authorized to take all reasonable steps  
11 in connection with approval and administration of the settlement not materially inconsistent with  
12 this Order or the Agreement, including, without further approval of the Court, making minor  
13 changes to the content of the Class Notice that they jointly deem reasonable or necessary.

14 18. Stay of Proceedings Pending Approval of the Settlement. All proceedings before  
15 the Court are stayed pending final approval of the settlement, except as may be necessary to  
16 implement the settlement or comply with the terms of the Agreement.


17 19. No Admission of Liability. The Court finds that Bumble (i) has made no  
18 admissions of liability or wrongdoing of any kind associated with the alleged claims in the  
19 Litigation and (ii) has made no admission of liability or wrongdoing regarding each and every  
20 material factual allegation and all claims asserted against it in the Litigation. Nothing herein will  
21 constitute (i) an admission of wrongdoing or liability, or of the truth of any allegations in the  
22 Litigation, (ii) an admission by Bumble that the Litigation is properly brought on a class or  
23 representative basis, or (iii) that a class or classes may be certified, other than for settlement  
24 purposes. The Court further finds that the settlement of the Litigation, the negotiation and  
25 execution of this Agreement, and all acts performed or documents executed pursuant to or in  
26 furtherance of the Agreement: (i) are not and will not be deemed to be, and may not be used as,  
27 an admission or evidence of any wrongdoing or liability on the part of Bumble or of the truth of  
28 any allegations in the Litigation; (ii) are not and will not be deemed to be, and may not be used as

1 an admission or evidence of any fault or omission on the part of Bumble in any civil, criminal, or  
2 administrative proceeding in any court, arbitration forum, administrative agency, or other  
3 tribunal; and (iii) are not and will not be deemed to be and may not be used as an admission of the  
4 appropriateness of these or similar claims for class certification.

5 20. Reservation of Rights and Retention of Jurisdiction. The Court reserves the right to  
6 adjourn or continue the date of the Final Approval Hearing without further notice to Settlement  
7 Class Members, and retains jurisdiction to consider all further applications arising out of or  
8 connected with the settlement. The Court may approve or modify the settlement without further  
9 notice to Settlement Class Members.

10 **IT IS SO ORDERED.**

11 Date: 7/11, 2021

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EXHIBIT 1

**TO BUMBLE DATING APP USERS WHO SUBSCRIBED TO THE BUMBLE DATING APP BETWEEN MAY 29, 2016 AND [DATE OF CUTOFF], WHO IDENTIFIED ON THE APP AS A MAN INTERESTED IN WOMEN, AND WHO RESIDED IN CALIFORNIA:**

**BASED ON BUMBLE'S RECORDS, YOU MAY BE A MEMBER OF A CLASS FOR PURPOSES OF A CLASS ACTION SETTLEMENT. THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.**

*A California state court authorized this Notice.*

**How Do I Know If I Am Affected By The Settlement?**

For purposes of settlement only, the Court has certified a Class consisting of Bumble users in California, who used the Bumble Dating Application during the period between May 29, 2016 and [Date of cutoff] (the "Class Period"), and identified as a man interested in women. If you are a member of the Class, you will be bound by the settlement and judgment in this case, unless you request to be excluded.

**What Is The Lawsuit About?**

The plaintiff, Kirilose Mansour ("Mansour"), filed a lawsuit in the Superior Court of California, County of Riverside, against Bumble Trading, Inc. ("Bumble"), called *Kirilose Mansour v. Bumble Trading Inc.*, Case No. RIC1810011. Mansour claims that Bumble discriminated against male users of its dating app platform who identified as interested in women, through its practice of permitting only women to message first. The lawsuit alleges that differentiating the products and services offered between male users interested in women and other users violates state anti-discrimination laws and amounts to unlawful and unfair competition. Mansour filed the lawsuit on behalf of a class of male users interested in women, seeking damages, restitution and injunctive relief.

Bumble strongly denies any wrongdoing and denies that the practice is unlawful or discriminatory, but has agreed to settle the Lawsuit in order to avoid the burden and cost of further litigation.

The Court has not determined whether Mansour or Bumble is correct. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that a final determination of those issues with respect to the proposed settlement will be made at the final hearing.

**Why Is This Case Being Settled?**

This case was filed on May 29, 2018, and since then Mansour and Bumble, through their counsel, have investigated each other's claims and defenses. After attending mediation before a former California Superior Court judge, the parties and their counsel determined that the settlement described below is preferable to incurring the risks and costs of further litigation. Again, Bumble denies any wrongdoing or liability in connection with this settlement. Mansour and his counsel are satisfied that the terms and conditions of the proposed settlement are fair, reasonable, adequate, equitable, and in the best interest of the Class Members. On [DATE], the Court preliminarily approved the settlement and authorized the parties to provide this Notice of the settlement to the Class. Postlethwaite & Netterville ("the Settlement Administrator") is administering the settlement and may be contacted at P.O. Box 1429, Baton Rouge, LA 70821 or via the [settlement website].

### **What Can I Get In The Settlement?**

Subject to final Court approval, every Class Member who has an active Bumble dating app account on the Notice Date (as defined in settlement agreement, which is available on the settlement website [hyperlinked]) who does not ask to be excluded will automatically receive a one-time deposit of 20 free Super Swipes, to be delivered directly to each Class Member's Bumble dating app account. In addition, every Class Member who submits a valid and timely claim form will receive a pro rata share from a distributable settlement fund of \$3 million, less costs of suit, administration expenses, and incentive award, which costs, expenses and award are anticipated not to exceed \$159,059. Any Class Member who does not have an active Bumble dating app account or opts not to receive 20 free Super Swipes and submits a valid and timely claim electing to do so will receive two portions of the pro rata share from the distributable settlement fund. It is anticipated based on an expected 5% claims rate that the pro rata share will be approximately \$30, however this number may significantly vary up or down based on the number of claims submitted, which will not be known until after the claims deadline has passed. Bumble will also agree to revise its practices with respect to male users who identify as interested in women.

### **Do I Need To Make A Claim?**

You do not need to make a claim to receive the 20 free Super Swipes. After the Effective Date of the settlement (which will occur at or after the time the Court finally approves the settlement), Bumble will automatically deposit 20 free Super Swipes into active Bumble dating app accounts.

You do need to make a claim to receive the additional monetary benefits described above. To make a claim, you must complete a claim form, which is available at the settlement website [hyperlinked]. You can complete the form online, or you can print it, fill it out and mail it to the address shown on the form. Claim forms are due by [60 days after notice].

### **What Do Mansour And His Lawyers Get?**

To date, Mansour's counsel have not been compensated for any work or out-of-pocket expenses on this case. As part of the settlement, Mansour's counsel may apply to the Court for an award of up to \$3.25 million in attorneys' fees, to be paid separately by Bumble. Mansour's counsel may also apply to the Court for reimbursement of reasonable costs and expenses in an amount not to exceed \$50,000, to be paid from the settlement fund. In addition, Mansour may apply to the Court for an award of up to \$10,000 as an incentive for having taken the time, effort and risk in pursuing the lawsuit and for executing a broader release of claims than other Class Members.

Mansour and his counsel will apply to the Court no later than [insert date] for an award of attorneys' fees, costs, and expenses and a plaintiff incentive award. The Court will determine the amount of fees, costs, expenses, and incentive to award, up to the limits set forth above.

### **What Claims Are Released By The Settlement?**

The settlement releases all claims, by Class Members who do not exclude themselves from the settlement, against Bumble and its affiliates Bumble, Inc., Bumble Trading LLC, Bumble Holding Limited, Badoo Trading Limited, Badoo Limited, Bumble IP Holdco LLC that were or could have been asserted in the lawsuit regarding Bumble's practice of differentiating the services it offered to male users who identified as interested in women.

### **How Do I Exclude Myself From The Settlement?**

You can exclude yourself from the Class if you want to be able to sue Bumble separately for the claims released by the settlement. However, if you exclude yourself, you will not receive any benefits offered in the settlement, nor will you be permitted to object to the settlement.

To exclude yourself, you must either mail the exclusion form available [here \(hyperlink\)](#) to the Settlement Administrator Postlethwaite & Netterville, P.O. Box 1429, Baton Rouge, LA 70821, or complete the online exclusion form on the settlement website [\[settlement website\]](#). . The form must be postmarked or submitted by **[45 days after Notice Date]**.

You may rescind your request for exclusion from the settlement by providing written notice of withdrawal to the Settlement Administrator no more than fourteen (14) days after the Final Approval Hearing.

### **How Do I Object To The Settlement?**

If you are a Class Member and you believe the settlement is unfair or inadequate, you may object to the settlement by either mailing the objection form available [here \(hyperlink\)](#) to the Settlement Administrator Postlethwaite & Netterville, P.O. Box 1429, Baton Rouge, LA 70821, or by completing the online objection form on the settlement website [\[settlement website\]](#). You may also appear at the hearing on final approval of the settlement but your appearance is not required for the Court to consider your objection.

The deadline for mailing or submitting the Objection is **[45 days after Notice Date]**.

### **When Will The Court Decide If The Settlement Is Approved?**

The Court will hold a final approval hearing on **[INSERT]** to consider whether to approve the settlement. The hearing will be held in Department 6 of the Superior Court of California County of Riverside, located at 4050 Main Street, Riverside, CA 92501. The hearing is open to the public. If you object to the settlement, the Settlement Administrator will provide notice to you if the hearing is moved. You do not need to appear at the hearing to receive the benefits of the settlement, if approved.

### **How Do I Get More Information?**

Documents connected with this case will be posted on the settlement website, at [www.\\_\\_\\_\\_.com](http://www.____.com). The Settlement Agreement will be available on that website. You can also obtain information by contacting Mansour's counsel at Law Offices of Todd M. Friedman P.C., 21550 Oxnard Street, Suite 780, Woodland Hills, CA 91367 (877) 619-8966. Additionally, you can obtain the Settlement Agreement either physically from the Court at 4050 Main Street, Riverside, CA 92501; or from the Court's Website, <https://www.riverside.courts.ca.gov/> and referencing Case Number RIC1810011. The Settlement Agreement is attached as Exhibit A to the Declaration of Todd M. Friedman filed on May 9, 2021.

Do not call or contact the Court concerning this notice, the settlement, or the lawsuit.

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EXHIBIT 2



**Mansour v. Bumble Trading, Inc., et al.**  
**Class Action Settlement Claim Form**

To make a claim under the settlement, you must fully complete and submit this form by mail to the Settlement Administrator, c/o Postlethwaite & Netterville, P.O. Box 1429, Baton Rouge, LA 70821, or online on the settlement website [settlement website]. This form requires you to (1) provide your name and current contact information (2) your choice of method of payment of the settlement funds, and (3) elect whether you do not want free Super Swipes. All information will be kept private. It will not be disclosed to anyone other than the Court, the Settlement Administrator, the Parties in this case, and will be used only to administer this settlement.

**Current Contact Information**

You must provide the following information to be eligible for payment of settlement funds:

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**Method of Payment of Settlement Funds**

You must select the method by which you wish to receive the settlement funds:

Venmo

Check Mailed to

Account Name:

Address Above

Last 4 Digits of Phone Number:

PayPal

Zelle

Account Name:

Account Name:

**Election of Proceeds**

In submitting a claim, you may state you do not have an active Bumble dating app account or otherwise opt out of receiving 20 free Super Swipes to receive two portions of the pro rata share from the distributable settlement fund.

I have an active Bumble account and want to receive one portion of the pro rata share of the distribution fund in addition to the 20 free Super Swipes to be deposited in my account.

I want two portions of the pro rata share of the distribution fund because **I do not have an active Bumble dating app account or do not want 20 free Super Swipes.**

### **How to Submit the Claim Form**

You may either complete this claim form online through the Settlement Website or mail the completed claim form to: Settlement Administrator, [address]. If you submit the claim form by U.S. Mail or a delivery service, it is highly recommended that you use a method by which you can prove the form was timely delivered to the Settlement Administrator, such as certified mail with a return receipt. The Parties and the Settlement Administrator are not responsible for lost or undelivered mail.

### **Deadline to Submit the Claim Form**

The deadline for submitting this claim form is [DATE]. The transmission must be postmarked or submitted online by that date.

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EXHIBIT 3

***Mansour v. Bumble Trading, Inc., et al.***  
**Class Action Settlement Exclusion Form**

To be excluded from the settlement, must fully complete and submit this form by mail to the Settlement Administrator, c/o Postlethwaite & Netterville, P.O. Box 1429, Baton Rouge, LA 70821, or online on the settlement website [settlement website]. If you do so, you will not be eligible to receive a settlement payment or benefits. But you will retain the right to sue on your own regarding any claims that are part of the settlement. All information will be kept private. It will not be disclosed to anyone other than the Court, the Settlement Administrator, and the Parties in this case, and will be used only to administer this settlement.

**Information**

You must provide the following information to be excluded from the Settlement.

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address (associated with Bumble Account): \_\_\_\_\_

Phone Number (associated with Bumble Account): \_\_\_\_\_

**Request for Exclusion**

I wish to exclude myself from the Settlement Class.

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

### **How to Submit the Exclusion Form**

You may mail the completed exclusion form to: Settlement Administrator, c/o Postlethwaite & Netterville, P.O. Box 1429, Baton Rouge, LA 70821, or online on the settlement website [settlement website]. It is highly recommended that you use a method by which you can prove the form was timely delivered to the Settlement Administrator, such as certified mail with a return receipt. The Parties and the Settlement Administrator are not responsible for lost or undelivered mail.

### **Deadline to Submit the Exclusion Form**

The deadline for submitting this exclusion form is [DATE]. The transmission must be postmarked or submitted online by that date.

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EXHIBIT 4



### **How to Submit the Objection Form**

You may mail the completed objection form to: Settlement Administrator, c/o Postlethwaite & Netterville, P.O. Box 1429, Baton Rouge, LA 70821, or online on the settlement website [settlement website] or submit online on the settlement website [settlement website]. It is highly recommended that you use a method by which you can prove the form was timely delivered to the Settlement Administrator, such as certified mail with a return receipt. The Parties and the Settlement Administrator are not responsible for lost or undelivered mail.

### **Deadline to Submit the Objection Form**

The deadline for submitting this objection form is [DATE]. The transmission must be postmarked or submitted online by that date.



1 PROOF OF SERVICE

2 I am employed in the County of Los Angeles, State of California. I am over the age of  
3 18 and not a party to the within action. My Business Address is 21550 Oxnard St., Ste. 780,  
4 Woodland Hills, CA 91367.

5 On May 17, 2021, I served the following document(s) described as: **PROPOSED**  
6 **ORDER**, on all interested parties in this action by placing:

- 7  
8  a true copy  
9  the original thereof enclosed in sealed envelope(s) addressed as follows:

10 Rita Haesler  
11 HUGHES HUBBARD  
12 rita.haesler@hugheshubbard.com  
13 Attorneys for Defendant

- 14  BY FACSIMILE – The facsimile machine us  
15  BY EMAIL  
16  STATE – I declare under penalty of perjury under the laws of the State of  
17 California that the above is true and correct.

18 Executed on May 17, 2021, at Los Angeles, California.

19 By: \_\_\_\_\_



20 Thomas Wheeler  
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