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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

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

Plaintiff,

vs.

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

Defendants.

Case No. **RIC1810011**

Assigned for All Purposes to the Honorable Sunshine S. Sykes, Dept. 6

CLASS ACTION

[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

DATE:
TIME: 2:00 p.m.
DEPT. 6

Complaint Filed: May 29, 2018

1 Plaintiff Kirilose Mansour (“Plaintiff”) has filed a Motion for an Order Granting Final
2 Approval of Class Action Settlement, (the “Motion”). Having reviewed the Motion and supporting
3 materials, the Court determines and orders as follows:

4 A. Counsel for Plaintiff and for defendant Bumble Trading, Inc. (“Bumble”) have advised
5 the Court that the parties have agreed to settle this action (the “Litigation”) on the terms and conditions
6 set forth in the Class Action Settlement Agreement dated May 10, 2021 (the “Agreement”).

7 B. The Court has reviewed the Agreement, as well as the files, records, and proceedings
8 to date in this matter. The terms of the Agreement are hereby incorporated as though fully set forth in
9 this Order. Capitalized terms shall have the meanings attributed to them in the Agreement.

10 C. Based upon review of the Agreement and the other papers filed in the Litigation, it
11 appears to the Court that the Agreement is sufficiently fair, just, reasonable, and adequate to warrant
12 final approval and judgment.

13 Based upon the foregoing, IT IS HEREBY ORDERED:

14 1. **Final Approval of Proposed Settlement.** The Court finds that the Agreement resulted
15 from extensive arm’s length negotiations, with participation of an experienced mediator and
16 determines that the Agreement, including all exhibits thereto, is approved as fair, just, reasonable and
17 adequate.

18 2. **Class Certification for Settlement Purposes Only.**

19 (a) Pursuant to Code of Civil Procedure Section 382, the Court, for settlement
20 purposes only, certifies a class consisting of every male person in California who used Bumble’s dating
21 app and self-identified as interested in women on the Bumble app from May 29, 2016 to May 18, 2021
22 (“the Settlement Class”). The Court finds that for settlement purposes the expanded definition of the
23 Settlement Class in the First Amended Complaint from the class alleged in the original Complaint
24 filed on May 29, 2018 – which limited the Settlement Class to Bumble Boost subscribers – is fair, just
25 and reasonable, because the allegedly discriminatory practice of allowing only women to send the first
26 message is a feature of the Bumble dating app. That feature is not altered by, and is unrelated to, the
27 premium Boost service that was the subject of the original Complaint. The Settlement Class does not
28 include any persons who validly requested exclusion from the Settlement Class.

1 (b) In connection with the certification, the Court makes the following findings:

2 (1) The Settlement Class satisfies Code of Civil Procedure § 382 because
3 the Settlement Class is so numerous that joinder of all members is impracticable;

4 (2) The Settlement Class satisfies Code of Civil Procedure § 382 because
5 there are questions of law or fact common to the Settlement Class;

6 (3) The Settlement Class satisfies Code of Civil Procedure § 382 because
7 the claims of the plaintiff named in the caption are typical of the claims being resolved through the
8 proposed settlement;

9 (4) The Settlement Class satisfies Code of Civil Procedure § 382 because
10 Plaintiff is capable of fairly and adequately protecting the interests of the above-described Settlement
11 Class in connection with the proposed settlement and because counsel representing the Class are
12 qualified, competent and capable of prosecuting the Litigation on behalf of the Settlement Class;

13 (5) The Settlement Class satisfies the requirements of Code of Civil
14 Procedure § 382 because, for purposes of settlement approval and administration, common questions
15 of law and fact predominate over questions affecting only individual Settlement Class Members and
16 because settlement with the above-described Settlement Class is superior to other available methods
17 for the fair and efficient resolution of the claims of the Settlement Class. The Settlement Class is
18 sufficiently cohesive to warrant settlement by representation; and

19 (c) In making the foregoing findings, the Court has exercised its discretion in
20 certify a settlement class.

21 (d) Plaintiff is hereby designated as Class Representative.

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

26 4. **Notice.** The Court finds that the Class Notice and the manner of its dissemination
27 constituted the best practicable notice under the circumstances and was reasonably calculated, under
28 all the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the terms

1 of the Agreement, and their right to object to or exclude themselves from the Settlement Class. The
2 Court finds that the notice was reasonable, that it constituted due, adequate and sufficient notice to all
3 persons entitled to receive notice, and that it met the requirements of due process, Rules of Court 3.766
4 and 3.769(f), and any other applicable laws.

5 **5. Exclusion from Settlement Class.** Each Settlement Class Member who excluded
6 himself from the Settlement Class and followed the procedures set forth in Section 4.6 of the
7 Agreement shall be so excluded. All persons who properly requested exclusion from the Settlement
8 Class shall not be Settlement Class Members and shall have no rights with respect to, nor be bound
9 by, the Agreement; provided, however, that any Settlement Class Member may rescind his request for
10 exclusion from the Settlement Class by providing written notice of withdrawal to the Settlement
11 Administrator no more than fourteen (14) days after the Final Approval Hearing. The names of all
12 such excluded individuals shall be attached as an exhibit to any Final Judgment.

13 **6. Costs of Notice and Administration.** The costs of email notice to the Class of the
14 pendency and settlement of the Litigation and the cost of reverse look up of contact information (email
15 addresses and/or physical addresses) of Settlement Class Members without active accounts for whom
16 Defendant only has telephone numbers as contact information by the Settlement Administrator in an
17 amount up to \$100,000 shall be paid by Bumble; and all other costs of administering the settlement,
18 shall be paid from the Common Fund.

19 **7. Benefits To Settlement Class and Disbursements from Common Fund.**

20 (a) By the Benefit Deadline, Bumble will deposit 20 free Super Swipes into the Bumble
21 account of every Settlement Class Member who at that time has a Bumble dating app account.

22 (b) To the extent that additional settlement administration costs are incurred after Bumble's
23 initial disbursement to the Settlement Administrator of the Administrative Cost Estimate portion of
24 the Common Fund, but before the deposit of funds into the Common Fund, the Settlement
25 Administrator will bill, and Bumble shall pay, such additional costs. For any such additional costs of
26 settlement administration that are paid by Bumble, Bumble shall receive a credit against the amounts
27 required to be paid into the Common Fund.

28 (c) All settlement administration costs, except as to the \$100,000 for reverse lookups, will

1 be drawn from the Common Fund by the Settlement Administrator, subject to the written approval of
2 Bumble (via its counsel) and Class Counsel.

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

5 (e) By the Benefit Deadline, Bumble will implement a “reactions” feature that will permit
6 all California users of the Bumble dating app, both male and female, to “react” to specific parts of the
7 profiles of other such users by selecting from a predetermined set of emojis to send to other such users
8 as part of the swiping process. This “reactions” feature will be available to all California users, for a
9 period of one year after the Effective Date, regardless of gender or stated sexual preference.

10 8. **Attorney’s Fees and Costs.** By the Benefit Deadline, Bumble will separately transfer
11 to the Settlement Administrator the amount of Attorney’s Fees and Costs awarded by the Court in its
12 Order on the contemporaneous Motion for Attorney’s Fees and Costs and Incentive Award.

13 9. **Discretion of Counsel.** Counsel are hereby authorized to take all reasonable steps in
14 connection with administration of the settlement not materially inconsistent with this Order that they
15 jointly deem reasonable or necessary.

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17 **IT IS SO ORDERED.**

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19 Date: _____, 2021

20 HON. SUNSHINE SYKES
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

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

Plaintiff,

vs.

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

Defendants.

Case No. RIC1810011

Assigned for All Purposes to the Honorable Sunshine S. Sykes, Dept. 6

CLASS ACTION

[PROPOSED] FINAL JUDGMENT

DATE: _____, 2021
TIME: 8:30 a.m.
DEPT. 6

Complaint Filed: May 28, 2018

The Parties, consisting of Plaintiff Kirilose Mansour and Defendant Bumble Trading, Inc., having settled this action and the Court having entered a Final Approval Order on _____, 2021 and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. This Judgment incorporates by reference the definitions in the Class Action Settlement Agreement dated May 10, 2021 and attached to the Declaration of Todd M. Friedman ("Agreement") and all terms defined therein shall have the same meaning as set forth in the Agreement;
2. Judgment is hereby entered whereby Plaintiff and all Settlement Class Members shall take nothing from Defendant except as expressly set forth in the Settlement Agreement and the Final Approval Order.

1 3. Without affecting the finality of the Final Approval Order and Judgment in any way,
2 and pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction to
3 construe, interpret, implement, and enforce the Agreement, to hear and resolve any contested challenge
4 to a claim for Settlement benefits, and to supervise and adjudicate any dispute arising from or in
5 connection with the distribution of Settlement benefits.

6 4. Each Party shall bear its own attorneys' fees and costs, except as otherwise provided in
7 the Agreement and the Final Approval Order.

8 5. Each Settlement Class Member has released the Settlement Class Members' Released
9 Claims against the Defendant and all of the Released Parties. A list of all Settlement Class Members
10 who excluded themselves from the Agreement is attached hereto.

11 6. The Plaintiff has released the General Released Claims against the Defendant and all
12 of the Released Parties.

13 7. Notice of entry of judgment shall be in the form of a document which shall be made on
14 pleading paper and state "1. A judgment was entered in this action on [DATE]. 2. A copy of the
15 judgment and order is attached to this notice." and be signed by Class Counsel and include as an
16 attachment a copy of this judgment and the final approval order. Class Counsel shall give notice of
17 such entry of judgment by posting the notice on the Settlement Website when it is filed with the Court.

18 8. Payment to Settlement Class Members who have submitted a Valid Claim will be made
19 by the Benefit Deadline by credit transfer to Venmo, Zelle, or Paypal, or by mailing a check per the
20 Settlement Class Member's election when submitting his claim.

21 9. For any uncashed checks or other cash residue, 180 days following the last distribution
22 of pro rata shares from the Common Fund, these unclaimed funds shall be awarded to the designated
23 *cy pres* Public Justice by the Settlement Administrator.

24 10. Class Counsel shall file a report by the Settlement Administrator within 300 days of
25 entry of this Judgment containing (i) the date the checks were mailed / electronic transfers were made,
26 (ii) the total number of checks mailed / electronic transfers made to Settlement Class Members, (iii)
27 the average amount of these checks / electronic transfers, (iv) the number of checks that remain
28

1 uncashed, (v) the total value of those uncashed checks, (vi) the average amount of the uncashed checks,
2 and (vii) the nature and date of the disposition of those unclaimed funds.

3
4 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED**
5 **ACCORDINGLY.**

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7 Date: _____, 2021

8 HON. SUNSHINE SYKES
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