

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

CHRISTINE FARAG and JESSICA VASIL,)
individually and on behalf of a class of similarly)
situated individuals,)

Plaintiffs,)

v.)

KIIP, INC., a Delaware corporation,)

Defendant.)

Case No. 19-CH-01695

Hon. Celia G. Gamrath

PROPOSED PRELIMINARY APPROVAL ORDER

This matter having come before the Court for hearing on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"), the Court having considered and reviewed in detail Plaintiffs' Motion and memorandum in support of the Motion, the Parties' Class Action Settlement Agreement ("Settlement Agreement"), 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:

1. Capitalized terms used in this Order that are not otherwise defined herein have the same meanings assigned to them in the Parties' Settlement Agreement.
2. Subject to further consideration by the Court at the time of the Final Approval Hearing, the Court preliminarily approves the Settlement as fair, reasonable, and adequate to the Settlement Classes, as falling within the range of possible final approval, and as meriting submission to the Settlement Class for their consideration. The Parties are represented by experienced counsel, and there is good cause to find that the Settlement Agreement, which was

reached following a mediation with the assistance of the Hon. Morton Denlow (Ret.) of JAMS Chicago, was negotiated at arms-length between the Parties.

3. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for the purpose of settlement only, the Court hereby certifies the Settlement Class defined as:

All individuals in the United States who used a mobile software app integrated with Kiip's advertising platform between January 1, 2010 and the date of entry of this Order.

Excluded from the Settlement Class are all persons who elect to exclude themselves from the Settlement Class, the Court and staff to whom this case is assigned, Kiip, any entity that is a subsidiary of or is controlled by Kiip, anyone employed by Class Counsel, and any member of the Court's or staff's immediate family.

4. For settlement purposes only, the Court preliminarily finds that the Parties' Settlement Agreement and the proposed Settlement Class satisfy all of the prerequisites for the maintenance of a class action listed Section 2-801 of the Illinois Code of Civil Procedure, including numerosity, commonality and predominance, adequacy of representation, and appropriateness of class treatment as a method for fair and efficient adjudication of this controversy. 735 ILCS 5/2-801.

5. Plaintiffs Christine Farag and Jessica Vasil are appointed as Class Representatives of the Settlement Class.

6. The following counsel are appointed as Class Counsel for the Settlement Class:

Myles McGuire
Paul T. Geske
Timothy Kingsbury
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Fl.
Chicago, IL 60601

7. The Court preliminarily finds that the Plaintiffs and Class Counsel have and will fairly and adequately represent and protect the interests of the absent members of the Settlement Class in accordance with 735 ILCS 5/2-801(3).

8. The Court approves, in form and content, the notice plan set forth in the Settlement Agreement, including the Short Form Notice, the Long Form Notice, and the Publication Notice attached to the Settlement Agreement, and finds that they meet the requirements of Section 2-803 of the Illinois Code of Civil Procedure and satisfy Due Process.

9. The Court further finds that the planned notice set forth in the Settlement Agreement meets the requirements of Section 2-803 of the Illinois Code of Civil Procedure, constitutes the best notice practicable under the circumstances, and fully satisfies 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. Epiq Systems Class Action and Claims Solutions is hereby appointed Settlement Administrator to supervise and administer the notice process, as well as to oversee the claims submission process and administration of the Settlement, as more fully set forth in the Settlement Agreement. Pursuant to Section IX of the Settlement Agreement, Defendant shall provide the Settlement Administrator with a list of contact information for potential Settlement Class Members who are to receive Direct Notice. The Settlement Administrator shall proceed with the distribution of Class Notice, including Direct Notice and Publication Notice, as set forth in the Settlement

Agreement.

11. Settlement Class Members who wish to receive benefits under the Settlement Agreement must timely submit a valid and completed Claim Form in accordance with the instructions provided in the Class Notice on or before 9/11, 2019. The Court hereby approves as to form and content the Claim Form attached to the Settlement Agreement as Exhibit 1.

12. All Claim Forms must be electronically submitted to the Settlement Administrator via the Settlement Website no later than 9/11, 2019. Any Settlement Class Member who does not timely submit a Claim Form deemed to be valid in accordance with the Settlement Agreement shall not be entitled to receive any portion of the Settlement Fund.

13. Any person who would otherwise be a Settlement Class Member may request to be excluded from the Settlement Class. In order to exercise the right to be excluded, a person within the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his or her name and address, email address, the name and number of this case, the name of the smartphone application that he or she believes is associated with the collection, interception, or receipt of his or her information by Defendant, a signature, and a statement that he or she wishes to be excluded from the Settlement Class. Any request for exclusion submitted via first class mail must be personally signed by the person requesting exclusion. Such exclusion requests must be received by the Settlement Administrator at the address specified in the Class Notice in written form, by first class mail, postage prepaid, and postmarked no later than 9/11, 2019.

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. Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable, unless such persons request exclusion from the Settlement Class in a timely and proper manner, as provided herein and in the Settlement Agreement. 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 the Defendant or the Releasees relating to the claims released under the terms of the Settlement Agreement.

16. Any person in the Settlement Class who elects to be excluded shall not: (i) be bound the Final Approval Order; (ii) be entitled to relief under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or (iv) be entitled to object to any aspect of the Settlement Agreement.

17. Class Counsel may file any motion seeking an award of attorneys' fees not to exceed forty percent (40%) of the Settlement Fund, or four hundred thousand dollars (\$400,000,00), plus their reasonable costs and expenses, as well as Incentive Awards of five thousand dollars (\$5,000) for the Class Representatives, no later than 9/4, 2019.

18. 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 to the payment of Incentive Awards for the Class Representatives or to the amount of the attorneys' fees, costs, and expenses that Class Counsel intends to seek, may do so, either personally or through an attorney, by filing a written objection with the Court, together with the supporting documentation set forth below in paragraph 19 of this Order, and serving such objection upon Class Counsel, Defendant's Counsel, and the Settlement Administrator no later than 9/18,

2019. Addresses for Class Counsel, Defendant's Counsel, and the Settlement Administrator are as follows:

Class Counsel

Myles McGuire
Paul T. Geske
Timothy P. Kingsbury
MCGUIRE LAW, P.C.
55 W. Wacker Drive, 9th Floor
Chicago, IL 60601

Defendant's Counsel

Joseph C. Gratz
DURIE TANGRI LLP
217 Leidesdorff Street
San Francisco, California 94111

Settlement Administrator

Epiq Systems Class Action and Claims Solutions
[ADDRESS]____

19. Any Settlement Class Member who has not requested exclusion and who intends to object to the Settlement must state, in writing, all objections and the basis for any such objection(s), and must also state in writing: (i) his or her full name, address, email address, and telephone number; (ii) the case name and number of this Litigation; (iii) the name of the smartphone application that he or she believes is associated with the collection, interception, or receipt of his or her information by Defendant; (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 or she has filed, or has had filed on his or her behalf, in any other class action cases in the last four years; and (vi) the objector's signature. Objections not filed and served in accordance with this Order shall not be received or considered by the Court. 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 attorneys' fees, costs, and expenses, to the payment of any Incentive Awards, and to the Final

Approval Order and the right to appeal the same.

20. A Settlement Class Member who has not requested exclusion from the Settlement Class and who has properly submitted a written objection in compliance with this Order may appear at the Final Approval Hearing in person or through counsel to show cause why the proposed Settlement 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 Class Counsel's Fee and Expense Application and/or the request for Incentive Awards to the 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 his or her intention to appear at the Final Approval Hearing on their own behalf or through counsel, such Settlement Class Member must also include in his or her written objection the identity of any witnesses he or she may call to testify, and all exhibits he or she intends to introduce into evidence at the Final Approval Hearing, which shall be attached.

21. 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 his or her 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.

22. All papers in support of final approval of the proposed Settlement shall be filed no

later than fourteen (14) days before the Final Approval Hearing.

23. Pending final determination of the fairness, reasonableness, and adequacy of the proposed Settlement, no Settlement Class Member may prosecute, initiate, commence, or continue any lawsuit (individual or class action) with respect to the Released Claims against any of the Releasees.

24. The Final Approval Hearing shall be held before the Court on 10/18, 2019^{at 10:00 AM} in Courtroom 2508 of the Circuit Court of Cook County, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 (or at such other time or 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 finally determine whether the Settlement is fair, reasonable and adequate, and should be approved by the Court;
- c) to determine whether the judgment 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 an award of attorneys' fees, costs and expenses of Class Counsel;
- e) to consider the application for Incentive Awards to the 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.

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 judgment 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. 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.

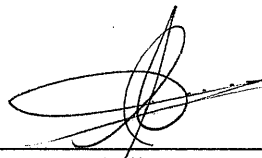
28. For clarity, the deadlines set forth above and in the Settlement Agreement are as follows:

Notice to be issued by:	July 15, 2019	30 days
Notice to be completed by:	July 15, 2019	30 days
Fee and Expense Application:	August 28 September 4, 2019	76 days
Objection Deadline:	September 18, 2019	90 days
Exclusion Request Deadline:	September 11, 2019	90 days
Final Approval Submissions:	September 27 October 4, 2019	106 days
Final Approval Hearing:	October 18, 2019	120 days at 10:00 AM
Claims Deadline:	September 11, 2019	90 days

Judge Celia G. Gamrath

IT IS SO ORDERED.

ENTERED: June 13, 2019


JUN 13 2019
Circuit Court - 2031
Hon. Celia G. Gamrath