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**STATE OF ILLINOIS
IN THE CIRCUIT COURT OF THE 19th JUDICIAL DISTRICT
COUNTY OF LAKE**

**Erin Cartwright Weinstein
Clerk of the Court
Lake County, Illinois**

EMILIE HAYEK, ANURAAG
KHANDELWAL, and SAMANTHA
CUTRONA, on behalf of themselves and all
others similarly situated,

Plaintiff,

vs.

ALO, LLC, a California limited liability
company, d/b/a Alo Moves

Defendant.

Case No: 2024LA000000193

**AGREED ORDER GRANTING PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion") of the above-captioned case between Plaintiffs Emilie Hayek, Anuraag Khandarwal, and Samantha Cutrona (together, the "Class Plaintiffs") and Defendant Alo, LLC d/b/a Alo Moves ("Alo Moves" or "Defendant") (the "Action") as set forth in the Parties' Settlement Agreement (the "Agreement," which memorializes the "Settlement").

Having duly considered the filings made in connection with the Motion, **THE COURT HEREBY FINDS AND ORDERS AS FOLLOWS:**

1. The Court finds that it has jurisdiction over the Action and each of the Parties for purposes of settlement and asserts jurisdiction over the Class Plaintiffs and Defendant for purposes of considering and effectuating this Settlement.

2. Unless defined herein, all defined terms in this Order shall have the meanings ascribed to them in the Agreement.

3. Defendant does not oppose the Court's entry of the proposed Preliminary Approval Order, for purposes of settlement only.

4. This Court has considered all of the presentations and submissions related to the Motion and is otherwise fully advised of all relevant facts in connection therewith.

I. Preliminary Certification of the Settlement Class, Class Representatives, and Class Counsel

5. For purposes of settlement only, the Court finds that the prerequisites for a class action under 735 ILCS 5/2-801 have been satisfied in that: (a) the members of the Settlement Class are so numerous that joinder of all Settlement Class Members in the class action is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the Class Plaintiffs and their counsel have fairly and adequately represented and protected the interests of Settlement Class Members; and (d) a class action is the most fair and efficient method for adjudicating the claims of all Class Members.

6. Pursuant to 735 ILCS 5/2-801, the Court preliminarily certifies, for purposes of settlement only, a Settlement Class defined as: All Persons in the United States who, from October 20, 2021 to the Present, watched one or more videos on Alo Moves, and whose Video Viewing Information was disclosed to Meta via the Meta Pixel.

7. Specifically excluded from the Settlement Class are the following persons: Defendant, any Released Persons, Class Counsel, and the Court, as well as the Court's spouse, and any person within the third degree of relationship to either of them.

8. Class Plaintiffs Emilie Hayek, Anuraag Khanderwal, and Samantha Cutrona are appointed as class representatives of the Settlement Class. For purposes of settlement only, the Court preliminarily finds that each of the Class Plaintiffs is similarly situated to Settlement Class Members and are therefore typical of the Settlement Class, and that they will be adequate class representatives.

9. For purposes of settlement only, this Court finds that the following counsel are experienced and adequate for purposes of these settlement approval proceedings and appoints them as Class Counsel: Matthew R. Wilson, Michael J. Boyle, Jr., and Jared W. Connors of Meyer Wilson Co., LPA; and Brian Levin and Brandon T. Grzandziel of Levin Law, P.A.

II. Preliminary Approval of the Class Settlement

10. The Court has conducted a preliminary evaluation of the Settlement as set forth in the Agreement for fairness, adequacy, and reasonableness. Based on that evaluation, the Court finds there is cause to believe that: (i) the value of the settlement to class members is strong when balanced against the strength of the case on the merits; (ii) continued litigation is likely to be complex, lengthy and expensive, counseling in favor of settlement; (iii) the settlement was a result of an arms-length negotiation between the Parties after a significant exchange of information; (iv) the settlement agreement has the support of experienced class counsel; and (v) the Parties exchanged information sufficient to assess the adequacy of the settlement.

11. Therefore, the Court preliminarily approves the Settlement as fair, reasonable, and adequate, subject to further consideration by the Court at the Fairness Hearing. The Settlement is sufficiently fair, reasonable, and adequate to warrant providing notice to the Settlement Class.

12. A Fairness Hearing shall be held before this Court on December 19, 2024, at 9:00a.m. Central Time, by Zoom videoconference or at the Main Branch of the Circuit Court for the 19th Judicial District, Lake County, Illinois, 18 N. County Street, Waukegan, Illinois 60085, to determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement is fair, reasonable, and adequate to the Settlement Class and should be finally approved by the Court; to determine whether a Final Approval Order approving the Settlement should be entered; to determine whether the plan for distribution of claims should be approved; to determine any amount of attorneys' fees, costs, and expenses that should be awarded to Class Counsel; to determine any amount of conditional case-contribution awards to be awarded to the Class Plaintiffs for their service as the class representatives for the Settlement Class; to hear any objections by Settlement Class Members to the Settlement, claims process, any award of attorneys' fees, costs, and expenses to Class Counsel, or any conditional Case-Contribution Awards to the Plaintiffs; and to consider such other matters as the Court may deem appropriate. The Fairness Hearing may be postponed, adjourned, or continued by order of the Court without further notice to the Settlement Class. After the Fairness Hearing, the Court may enter a Final Approval Order in accordance with the Agreement that will adjudicate the rights of the Settlement Class Members (as defined in the Settlement) with respect to the claims being settled.

III. Notice to Class Members

13. The Court finds that the content, format, and method of disseminating notice under the Settlement Class Notice Program, as set forth in the Motion and the Settlement

Agreement, is the best notice practicable under the circumstances and satisfies all requirements provided Illinois law and due process. The Court approves such notice, and hereby directs that such notice be disseminated forthwith following the entry of this Order, in the time and manner set forth in the proposed Agreement to Settlement Class Members.

14. The Court approves the form of the Notices and Claim Form attached as Exhibits to the Settlement Agreement. The Court also directs that the Settlement Administrator shall permit claims to be completed and submitted online through an electronic claim form.

15. The Settlement Administrator will provide to Class Counsel no later than 10 days prior to the Fairness Hearing, a declaration reflecting that the Settlement Class Notice Program has been executed in accordance with the Settlement Agreement and Preliminary Approval Order, which will be filed with the Court.

16. Settlement Class Members who wish to either object to the Settlement or request to be excluded from it must do so by the Objection Date and Opt-Out Date of October 18, 2024, which is approximately 60 days after Notice is sent and approximately 90 days after the date of this Order. Settlement Class Members may not both object and opt out. If a Settlement Class Member submits both an Opt-Out Request and an Objection, the Opt-Out Request will be controlling.

17. To submit an Opt-Out Request, a Settlement Class Member must follow the directions in the Notice and send a compliant request to the Settlement Administrator at the address designated in the Class Notice by the Opt-Out Date.

18. If a timely and valid Opt-Out Request is made by a member of the Settlement Class, then that person will not be a Settlement Class Member, and the Agreement and any determinations and judgments concerning it will not bind the excluded person.

19. All Settlement Class Members who do not opt out in accordance with the terms set forth in the Agreement will be bound by all proceedings, orders, and judgments in the Action, even if such Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Release.

20. To object to the Settlement, Settlement Class Members must follow the directions in the Notice and file a written objection with the Court by the Objection Date. In the written objection, the Settlement Class Member must state (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member, including information sufficient to identify the objector's Facebook or Instagram account; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

21. In addition, if a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for

or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

22. Any Settlement Class Member who does not submit a timely objection may, in the discretion of the Court, waive the right to object or to be heard at the Fairness Hearing and be barred from making any objection to the Proposed Settlement.

23. The Settlement Administrator shall establish a post office box in the name of the Settlement Administrator to be used for receiving Opt-Out Requests, Claim Forms, and any other communications from Settlement Class Members, and providing that only the Settlement Administrator, Class Counsel, Defendant's Counsel, the Court, the Clerk of the Court, and their designated agents shall have access to this post office box, except as otherwise provided in this Settlement Agreement.

24. The Settlement Administrator shall also create and maintain the Settlement Website consistent with the terms of Section 4.1(d) of the Agreement, including that Class Members shall be permitted to submit Claim Forms and any other communications to the Settlement Administrator via the Settlement Website. The Settlement Administrator shall make that Website publicly available until 60 days after the end of the Claims Period. Additionally, the Settlement Administrator shall create and maintain an email address for the limited purpose of responding to questions from Class Members.

25. Class Counsel shall file their Motion for an Award of Attorneys' Fees, Expenses, and Costs and Motion for Case-Contribution Awards to the Class Plaintiffs no later than October

2, which is approximately 45 days after Notice is sent to class members (75 days after the date of this Order).

26. The Settlement Administrator shall provide the final Opt-Out List to Class Counsel and Defendant's Counsel no later than November 1, 2024. Plaintiffs shall file this report to the Court prior to the Final Fairness Hearing.

27. All Settlement Class Members are preliminarily enjoined from (i) filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitral, or other proceeding in any jurisdiction based on the Released Claims; (ii) filing, commencing, participating in, or prosecuting a lawsuit or administrative, regulatory, arbitral, or other proceeding as a class action on behalf of any member of the Settlement Class who has not timely excluded himself or herself (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on the Released Claims; or (iii) attempting to effect Opt-Outs of a class of individuals in any lawsuit or administrative, regulatory, arbitral, or other proceeding based on, relating to, or arising out of the claims and causes of action or the facts and circumstances giving rise to the Action and/or the Released Claims. Notwithstanding the foregoing, this provision, and any other provision of the Settlement Agreement, does not prevent members of the Settlement Class from participating in any action or investigation initiated by a state or federal agency.

28. Pending the final determination of whether the Settlement should be approved, all pre-trial proceedings and briefing schedules in the Action are stayed. If the Settlement is

terminated or final approval does not for any reason occur, the stay will be immediately terminated.

29. If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings in connection with the Settlement will be without prejudice to the right of Defendant or the Class Plaintiffs to assert any right or position that could have been asserted if the Agreement had never been reached or proposed to the Court. In such an event, the Parties will return to the status quo ante in the Action, and the certification of the Settlement Class will be deemed vacated. The certification of the Settlement Class for settlement purposes, or any briefing or materials submitted seeking certification of the Settlement Class, will not be considered in connection with any subsequent class certification decision.

30. The Agreement and any and all negotiations, documents, and discussions associated with it, will not be deemed or construed to be an admission or evidence of any violation of any statute, law, rule, regulation, or principle of common law or equity, or of any liability or wrongdoing, by Defendant, or the truth of any of the claims, and evidence relating to the Agreement will not be discoverable or used, directly or indirectly, in any way, whether in the Action or in any other action or proceeding, except for purposes of demonstrating, describing, implementing, or enforcing the terms and conditions of the Agreement, this Order, and the Final Approval Order.

31. Counsel are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement. The Court reserves the right to approve the

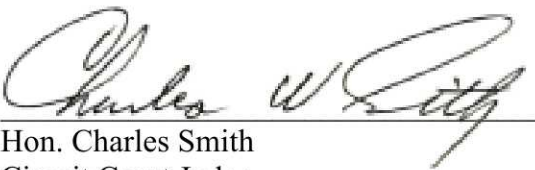
Agreement with such modifications, if any, as may be agreed to by the Parties without further notice to the members of the Class.

32. Accordingly, the following are the deadlines by which certain events must occur:

Event	Deadline
Class notice mailed or emailed (as required by the Settlement Agreement) to individuals on the Class Notice List (the “Notice Date”)	August 19, 2024
Last day for Class Counsel to file Motion for Attorneys’ Fees, Expenses, and Motion for Case-Contribution Awards	October 3, 2024
Last day for Settlement Class Members to object or opt out of the Settlement	October 18, 2024
Settlement Administrator will provide counsel for the Parties with a report on the Opt-Outs	November 1, 2024
End of the Claims Period—Last Day to Submit a Claim Form	November 18, 2024
Last day to file Motion for Final Approval of Settlement	December 3, 2024
Settlement Administrator will provide Class Counsel with a declaration reflecting that the Settlement Class Notice Program was executed in accordance with the Preliminary Approval Order	December 9, 2024
Fairness Hearing	December 19, 2024 at 9:00 a.m. Central Time.

33. The Court shall maintain continuing jurisdiction over these proceedings for the benefit of the Settlement Class defined in this Order.

IT IS SO ORDERED this ___th day of July, 2024.


Hon. Charles Smith
Circuit Court Judge

Dated: July 18, 2024

/s/ Samuel J. Strauss

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