

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

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

Plaintiffs,

V.

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

Case No. 2024LA00000193

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs, Emilie Hayek, Anuraag Khandelwal, and Samantha Cutrona (the “Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Alo, LLC (“Defendant”).

Plaintiffs and the Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. This putative class action was originally filed on October 20, 2023, in the United States District Court for the Western District of Washington. The material allegations of the complaint center on Defendant’s alleged disclosure of its subscribers’ personally identifiable information to a third-party without permission in violation of the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.* (the “VPPA”). *Hayek v. Alo Moves*, Case No. 2:23-cv-1614, ECF No. 1 (W.D. WA. Oct. 20, 2023).

B. From the outset of the case, the Parties engaged in direct communications, and as part of their obligations under Fed. R. Civ. P. 26, discussed the prospect of resolution. Those discussions led to an agreement between the Parties to engage in mediation, which the Parties agreed would take place before the Honorable Edward Infante (Ret.) of JAMS, who is a former United States Magistrate Judge for the Northern District of California and a neutral at JAMS.

C. As part of the mediation, and in order to competently assess their relative negotiating positions, the Parties exchanged informal discovery, including on issues such as the size and scope of the putative class, and certain facts related to the strength of Defendant's defenses. Given that the information exchanged was similar to the information that would have been provided in formal discovery related to the issues of class certification and summary judgment, the Parties had sufficient information to assess the strengths and weaknesses of the claims and defenses.

D. The mediation took place on February 21, 2024. At the end of the mediation, the Parties reached an agreement in principle.

E. On March 11, 2024, Plaintiffs voluntarily dismissed the Federal Action against Alo Moves without prejudice. Thereafter, on March 12, 2024, Plaintiffs filed the instant Action in this Court.

F. At all times, Defendant has denied and continues to deny any wrongdoing whatsoever and has denied and continues to deny that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action. Nonetheless, taking into account the uncertainty and risks inherent in any litigation, Defendant has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this

Agreement. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of Defendant, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever.

G. Plaintiffs believe that the claims asserted in the Action against Defendant have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that Defendant has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against Defendant through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel have also taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice. Based on their evaluation, Class Counsel have concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and each of them, and Defendant, by and through its undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall

be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Action” means *Hayek v. Alo, LLC*, Case No. 2024LA00000193 , pending in the Circuit Court for Lake County, Nineteenth Judicial Circuit.

1.2 “Approved Claim” means a Claim Form submitted by a Settlement Class Member that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement. Each Class Member may submit only one Approved Claim.

1.3 “Claim Form” means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment, shall be available in electronic and paper format in the manner described below.

1.4 “Claims Deadline” means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than ninety (90) days after 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.

1.5 “Class Counsel” means Meyer Wilson Co., LPA and Levin Law, P.A.

1.6 “Class Period” means from October 20, 2021 to the date of Preliminary Approval of this Settlement.

1.7 “Class Representatives” means the named Plaintiffs in this Action, Emilie Hayek, Anuraag Khandelwal, and Samantha Cutrona.

1.8 “Court” means the Circuit Court of Lake County, Nineteenth Judicial Circuit.

1.9 “Defendant” means Alo, LLC.

1.10 “Defendant’s Counsel” means Benesch Friedlander Coplan & Aronoff LLP.

1.11 “Effective Date” means ten (10) days after which all of the events and conditions specified in Paragraph 8.1 have been met and have occurred.

1.12 “Federal Action” means *Hayek v. Alo Moves*, Case No. 2:23-cv-01614-JCC, which was pending in the United States District Court for the Western District of Washington and was voluntarily dismissed without prejudice on March 11, 2024.

1.13 “Fee Award” means the amount of attorneys’ fees, costs, and expenses awarded by the Court to Class Counsel, which will be paid out of the Settlement Benefit Cap.

1.14 “Final” means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (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 or appeals following decisions on remand); or (iii) if there is an

appeal that involves the fee award in addition to other issues, date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.15 “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the incentive award to the Class Representatives.

1.16 “Final Judgment” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.17 “Meta” includes any platform owned by or affiliated with Meta, including Facebook and Instagram.

1.18 “Notice” means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, is consistent with the requirements of Due Process, Rule 23, and is substantially in the form of Exhibits B and C hereto.

1.19 “Notice Date” means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than thirty (30) days after Preliminary Approval.

1.20 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than sixty (60) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award and Final Approval are filed with the Court and posted to the settlement website listed in Paragraph 4.1(d), or such other date as ordered by the Court.

1.21 “Personal Information” shall mean a Class Member’s full name, IP address, browser identifier, advertising ID, Facebook ID, home addresses, e-mail address, location, city, state, zip code, time zone, telephone number, gender, age, ethnicity, income, religion,

parental status, and/or political affiliation.

1.22 “Plaintiffs” means Emilie Hayek, Anuraag Khandelwal, and Samantha Cutrona.

1.23 “Preliminary Approval” means the Court’s certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.24 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class, which will be agreed upon by the Parties and submitted to the Court in conjunction with Plaintiffs’ motion for preliminary approval of the Agreement.

1.25 “Released Claims” means any and all actual, potential, filed, 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 (including “Unknown Claims,” as defined below), whether in law or in equity, accrued or un- accrued, direct, individual or representative, of every nature and description whatsoever, whether based on the VPPA or other state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions, or failures to act regarding the alleged disclosure of the Settlement Class Members’ Personal Information and/or Video Viewing Information of any sort to any third party, including all claims that were brought or could have been brought in the Action and Federal Action relating to the disclosure of such information

belonging to any and all Releasing Parties. Nothing herein is intended to release any claims any governmental agency or governmental actor has against Defendant.

1.26 “Released Parties” means Defendant Alo, LLC, and each of its direct or indirect parents, members, wholly or majority-owned subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, shareholders, agents, representatives, attorneys, accountants, insurers, and all persons acting by, through, under, or in concert with it, or any of them.

1.27 “Releasing Parties” means Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.28 “Settlement Administration Expenses” means the fees and expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services.

1.29 “Settlement Administrator” means any reputable administration company that has been selected by the Parties and approved by the Court to oversee the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement.

1.30 “Settlement Class” means all individuals 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.

1.31 “Settlement Class Member” means an individual person who falls within the definition of the Settlement Class as set forth above and who has not submitted a valid request for exclusion.

1.32 “Unknown Claims” means claims that could have been raised in the Action 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 to object to the Settlement. 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 California Civil Code § 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH 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 California Civil Code § 1542. 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 Paragraph.

1.33 “Voucher” shall mean a unique code which when entered on the Alo Moves website entitles the user to three free months of unlimited access to the services provided by the website. The Parties agree that each Voucher has a value of \$38.79. Each Voucher is single use.

1.34 “Video Viewing Information” shall mean any information that has any tendency to identify what video a person is watching or has watched, or has requested or obtained.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members.

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

(b) Each Voucher is fully transferrable, and nothing shall prevent Settlement Class Members from transferring or selling their Vouchers prior to them being redeemed on the Alo Moves website.

(c) Within twenty-one (21) days of the Effective Date, the Settlement Administrator shall email Vouchers to those Settlement Class Members who submitted Approved Claims. The Vouchers must be redeemed on the Alo Moves website no later than six (6) months after they are emailed.

(d) A maximum of one claim, submitted on a single Claim Form, may be submitted by each Settlement Class Member. For a Settlement Class Member’s claim to be approved, he or she must attest under the penalty of perjury that he or she: (a) had an Alo

Moves account during the Class Period, (b) had an active Meta account during the Class Period, and (3) during the class period, accessed or viewed a video through their Alo Moves account while logged into their Meta account.

2.2 Prospective Relief. Defendant represents and warrants that it has suspended operation of the Meta Pixel on pages on the Alo Moves website that contains video classes, and agrees not to use the Meta Pixel on such pages for at least three (3) years from the date of Final Approval of this Settlement, or, if earlier, the VPPA is amended, repealed, or otherwise invalidated by judicial decision as applied to the use of web site Pixel technology.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, shall, either directly, indirectly, representatively, or in any capacity, be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as a class member or otherwise) in any lawsuit, action, or other proceeding in any jurisdiction (other than participation in the Settlement as provided herein) against any Released Party based on the Released Claims.

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List.* No later than fourteen (14) days after Preliminary Approval, Defendant shall produce to the Settlement Administrator an electronic list from its records that includes the names and e- mail addresses of those individuals with Alo Moves accounts who viewed video content in the United States during the Class Period and whose video viewing information could potentially have been shared with Meta. Class Counsel’s assent to this Agreement shall constitute consent on behalf of the Settlement Class to disclose this information, consistent with the written consent provisions of the VPPA.

(b) *Direct Notice.* In the event that the Court preliminarily approves the Settlement, no later than the Notice Date, the Settlement Administrator shall send Notice via email substantially in the form attached as Exhibit B, along with an electronic link to the Claim Form and a unique identifier for the recipient, to all Settlement Class Members for whom a valid email address is available in the Class List. In the event transmission of e- mail notice results in any “bounce-backs,” the Settlement Administrator shall, where reasonable correct any issues that may have caused the “bounce- back” to occur and make a second attempt to re-send the email notice.

(c) *Settlement Website.* Within thirty (30) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at www.Hayekvppasettlement.com which shall be administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms on-line. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit B hereto.

4.2 The Notice shall advise the Settlement Class of their rights, including the right to be excluded from, comment upon, and/or object to the Settlement Agreement or any of its terms.

The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's electronic filing system.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (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 current Meta profile page or a screenshot showing that the objector was a Meta account holder during the Class Period; (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).

4.4 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. Any challenge to the Settlement Agreement, the Final Order, or the Final Judgment shall be pursuant to appeal under the Illinois Supreme Court Rules and not through a collateral attack. A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator as specified in the Notice, providing his/her name and address, a signature, the name of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by the person requesting exclusion. So-called "mass" or "class" opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

4.5 The Final Approval Hearing shall be no earlier than one hundred (100) days after the Notice described in Paragraph 4.1(d) is provided.

4.6 Any Settlement Class Member who does not, using the procedures set forth

in this Agreement and the Notice, either seek exclusion from the Settlement Class or timely file a valid Claim Form shall not be entitled to receive any payment or benefits pursuant to this Agreement, but will otherwise be bound by all of the terms of this Agreement, including the terms of the Final Judgment to be entered in the Action and the Releases provided for in the Agreement, and will be barred from bringing any action against any of the Released Parties concerning the Released Claims.

4.7 For the convenience of the Parties and Settlement Class Members, below is a schedule of all proposed deadlines:

EVENT	PROPOSED DEADLINE
Deadline to Provide Settlement Administrator with Class List	14 Days After Preliminary Approval Order
Notice Date	30 Days After Preliminary Approval Order
Motion for Final Approval	45 Days After Notice Date
Motion for Attorneys' Fees	45 Days After Notice Date
Objection/Exclusion Deadline	60 Days After Notice Date
Claims Deadline	90 Days After Notice Date
Final Approval Hearing	100 Days After Notice Date
Payment of Fee Award	10 Days After Effective Date
Payment of Incentive Awards	10 Days After Effective Date
Distribution of Vouchers to Settlement Class Members	60 days After Claims Deadline
Expiration of Vouchers	6 months After Voucher Distribution

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel

and Defendant's Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with information concerning Notice, administration, and implementation of the Settlement Agreement. Should the Court request, the Parties shall submit a timely report to the Court summarizing the work performed by the Settlement Administrator, including a report of the number of Vouchers provided to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Forward to Defendant's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and Defendant's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel;

(c) Provide weekly reports to Class Counsel and Defendant's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(d) Make available for inspection by Class Counsel or Defendants Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable

notice.

5.2 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 will reject any claim that does not comply in any material respect with the instructions on the Claim Form or the terms of Paragraphs 1.2, 1.3 and/or 2.1(d), above, or is submitted after the Claims Deadline. Each claimant who submits an invalid Claim Form to the Settlement Administrator must be given a notice of the Claim Form's deficiency and an opportunity to cure the deficiency within twenty-one (21) days of the date of the notice. The Settlement Administrator may contact any person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.3 Defendant's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members and to obtain and review supporting documentation relating to such Claim Form. The Settlement Administrator shall follow any agreed decisions of Class Counsel and Defendant's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and Defendant's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Honorable Edward Infante of JAMS for binding determination.

5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.5 All reasonable expenses and costs of Settlement Administration shall be paid by Defendant.

6. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

6.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A, B, and C hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class.

6.2 Defendant's agreement as to certification of the Settlement Class is solely for purposes of effectuating the Settlement and no other purpose. Defendant retains all of its objections, arguments, and defenses with respect to class certification and any other issue, and reserves all rights to contest class certification and any other issue if the Settlement set out in this Agreement does not result in entry of the Final Approval Order and Final Judgment, if the Court's approval is reversed or vacated on appeal, if this Settlement is terminated as provided herein, or if the Settlement set forth in this Settlement otherwise fails to become effective. The Parties acknowledge that there has been no stipulation to any classes or certification of any classes for any purpose other than effectuating the Settlement, and that if the Settlement set forth in this Settlement Agreement is not finally approved, if the Court's approval is reversed or vacated on appeal, if this Settlement Agreement is

terminated as provided herein, or if the Settlement set forth in this Settlement Agreement otherwise fails to become effective, this agreement as to certification of the Settlement Class becomes null and void *ab initio*, and this Settlement Agreement or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

6.3 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

6.4 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed

Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Due Process Clause of the United States Constitution, the Illinois Constitution, and the rules of the Court;

(d) find that the Class Representatives and Class Counsel adequately represent the Settlement Class for purposes of entering into and implementing the Agreement;

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the respective Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in, any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

(i) incorporate any other provisions, as the Court deems necessary and just.

7. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.

7.1 Defendant agrees that Class Counsel shall be entitled to an award of reasonable

attorneys' fees and costs in an amount determined by the Court as the Fee Award. With no consideration given or received, Class Counsel will limit its petition for attorneys' fees, costs, and expenses to no more than \$625,000. Provided that Class Counsel limits its request for a Fee Award to this amount, Defendant shall not oppose Class Counsel's request for the Fee Award.

7.2 The Fee Award shall be payable within ten (10) days after the Effective Date, provided that all payment routing information and tax I.D. numbers for Class Counsel has been provided. Payment of the Fee Award shall be made by wire transfer to Meyer Wilson Co., LPA. in accordance with wire instructions to be provided to the Defendant by Meyer Wilson Co., LPA., and completion of necessary forms, including but not limited to W-9 forms and voice verification of payment instructions.

7.3 Class Counsel intends to file a motion for Court approval of incentive awards for the Class Representatives, to be paid by Defendant, in addition to any funds the Class Representatives stand to otherwise receive from the Settlement. With no consideration having been given or received for this limitation, the Class Representatives will seek no more than \$2,000 each (\$6,000 total) as incentive awards. Such award shall be paid in the form of a check to the Class Representatives that is sent care of Class Counsel within ten (10) days after the Effective Date provided that Defendant has received W-9(s) in advance of the Effective Date.

8. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

8.1 The Effective Date of this Settlement Agreement shall not occur unless and until each of the following events occurs and shall be the date upon which the last (in time) of the following events occurs:

- (a) The Parties and their counsel have executed this Agreement;

- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered an order finally approving the Agreement,

following Notice to the Settlement Class and a Final Approval Hearing, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) and that has the consent of the Parties, such Alternative Judgment becomes Final.

8.2 If some or all of the conditions specified in Paragraph 8.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated unless Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, and fails to cure such material breach within 30 days of notice, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties.

8.3 If this Agreement is terminated or fails to become effective for the reasons set forth in Paragraphs 8.1-8.2 above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement had never been entered into.

In such instance, the parties agree that : (a) no term or draft of this Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding; and (b) Also shall retain all rights and defenses, including to object to venue or jurisdiction, which specifically shall include the ability to remove the case to federal court at its option, and to object to the maintenance of the Action as a class action, and nothing in this Agreement or other papers or proceedings related to the Settlement shall be used as evidence or argument by any Party concerning whether the Action may properly be maintained as a class action.

8.4 The Parties agree that the Court's failure to approve, in whole or in part, the Fee Award payment to Class Counsel and/or the incentive award set forth in Paragraph 7 shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination. The procedures for any application for approval of attorneys' fees, expenses, or Incentive Awards are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the Settlement.

9. MISCELLANEOUS PROVISIONS.

9.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) 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 Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final

approval of the Agreement.

9.2 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, 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 Action was brought by Plaintiffs or defended by Defendant, or each or any of them, in bad faith or on a frivolous basis.

9.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

9.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

(b) is, may be deemed, or shall be used, offered or received against

Defendant, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' claims are with or without merit or that damages recoverable in the Action would

have exceeded or would have been less than any particular amount.

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

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

9.7 All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

9.8 This Agreement and its Exhibits 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. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors- in-interest. Notwithstanding the provisions of this paragraph, all representations by Plaintiffs, Defendant, and their counsel set forth in the Parties' Term Sheet shall remain binding.

9.9 Except as otherwise provided herein, each Party shall bear its own fees and costs.

9.10 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, entity, or party, or he like, and that they are fully entitled to release the same.

9.11 Each signatory to this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents

that they have the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms. Class Counsel in particular warrants that they are authorized to execute this Settlement Agreement on behalf of Plaintiffs and the Settlement Class (subject to final approval by the Court after notice to all Settlement Class Members), and that all actions necessary for the execution of this Settlement Agreement have been taken.

9.12 This Agreement may be executed in one or more counterparts. Signature by digital means (including DocuSign), facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

9.13 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

9.14 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

9.15 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

9.16 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Matthew R. Wilson, Meyer Wilson Co., LPA, 305 W.

Nationwide Blvd., Columbus, OH 43215, and Meegan Brooks, Benesch Friedlander Coplan & Aronoff LLP, 100 Pine Street, San Francisco, CA 94111.

9.17 Plaintiffs and/or Class Counsel shall not, at any time, issue press releases or make other public statements regarding the Settlement or the Action (apart from filings with the Court as necessary to obtain Preliminary or Final Approval of the Settlement) unless Defendant agrees to such press releases or public statements in advance; provided that Class Counsel may post Court orders regarding the Action and brief summaries of those orders on their website(s) without permission from Defendant, so long as any reference in such order(s) to materials subject to any confidentiality obligations are properly redacted. This provision shall not prohibit Class Counsel from communicating with any person in the Settlement Class regarding the Settlement (subject to compliance with any and all applicable confidentiality obligations).

IT IS SO AGREED TO BY THE PARTIES:

Dated: 26/04/24

EMILIE HAYEK

By  _____
Emilie Hayek (Apr 26, 2024 11:54 CDT)

Emilie Hayek, individually and as representative of
the Class

Dated: 26/04/24

ANURAAG KHANDELWAL

By *Anuraag Khandelwal* _____
Anuraag Khandelwal (Apr 26, 2024 10:51 CDT)

Anuraag Khandelwal, individually and as
representative of the Class

Dated: 26/04/24

SAMANTHA CUTRONA

By *Samantha Cutrona* _____
Samantha Cutrona (Apr 26, 2024 10:28 EDT)

Samantha Cutrona, individually and as
representative of the Class

Dated: _____

ALO, LLC

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM AND RELEVANT CONTENT:

Dated: 26/04/24

MEYER WILSON CO., LPA.

By:  _____
Matthew Wilson (Apr 26, 2024 03:11 EDT)

Dated: _____

EMILIE HAYEK

By _____
Emilie Hayek, individually and as representative of
the Class

Dated: _____

ANURAAG KHANDELWAL

By _____
Anuraag Khandelwal, individually and as
representative of the Class

Dated: _____

SAMANTHA CUTRONA

By _____
Samantha Cutrona, individually and as
representative of the Class

Dated: 4/25/2024

ALO, LLC

DocuSigned by:
Andrew P. Holland
By: _____
D0F7563A26774F8...

Name: Andrew P. Holland

Title: General Counsel & Chief Legal Officer

APPROVED AS TO FORM AND RELEVANT CONTENT:

Dated: _____

MEYER WILSON CO., LPA.

By: _____

Exhibit A

Alo, LLC Claims Administrator

Your Claim Form Must Be Submitted Electronically or
Postmarked by **[ADD DATE]**

[ADD ADDRESS and WEBSITE]

Emilie Hayek et al v. Alo, LLC

Civil Action No. 2024LA00000193, Circuit Court for Lake County, Nineteenth
Judicial Circuit

CLAIM FORM

This Claim Form should be filled out and submitted online on the Settlement Website, or mailed to the Claims Administrator, if you are a Settlement Class Member and you would like to receive a Voucher. You may receive a Voucher if you fill out this Claim Form, it is determined to be valid, and if the Settlement is approved by the Court.

The Settlement Notice describes your legal rights and options. Please visit the official Settlement Website, **[ADD WEBSITE ADDRESS]** for more information.

If you wish to submit a claim for a Voucher, you must provide all the information requested below unless otherwise noted. Your completed Claim Form must be submitted online or postmarked by **[ADD DEADLINE]**.

1. CLASS MEMBER INFORMATION.

Please provide your name and contact information below. You must notify the Claims Administrator if your contact information changes after you submit this form.

Signature: _____	Date: _____
Print Name: _____	Your claim will be submitted to the Settlement Administrator for review. If your Claim Form is incomplete, untimely, or contains false information, it may be rejected by the Settlement Administrator. If your claim is approved, you will be issued a Voucher using the email address you provide. This process takes time; please be patient.

CLAIM FORMS MUST BE SUBMITTED ELECTRONICALLY ONLINE WITH THE SETTLEMENT WEBSITE OR POSTMARKED NO LATER THAN [PARTIES TO INSERT DATE] TO BE ELIGIBLE FOR SETTLEMENT BENEFITS. FILE ONLINE AT [www.hayeksettlement.com] OR MAIL THIS CLAIM FORM TO [SETTLEMENT ADMINISTRATOR, ADDRESS.]

Exhibit B

E-Mail Notice

Why did I get this notice? A class action settlement agreement (“Settlement Agreement”) has been reached in a lawsuit entitled *Emilie Hayek et al v. Alo, LLC*, No. 2024LA00000193, pending in the Circuit Court for Lake County, Nineteenth Judicial Circuit (Illinois). The lawsuit alleges that Alo, LLC (“Alo Moves”) utilized a Meta Pixel on its website to transmit information regarding the videos watched by users to Meta/Facebook. Alo Moves vigorously denies Plaintiffs’ allegations, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated.

Who Is Included? Alo Moves’s records indicate you watched one or more videos on its website from October 20, 2021 to the present. To the extent you watched such videos while logged into your Meta/Facebook account, you may be a Settlement Class Member.

What are the Settlement Benefits? Each Settlement Class Member who submits a claim will receive a voucher containing a unique code that entitles the user to three free months of unlimited access to the services provided on the Alo Moves websites. These vouchers are fully transferrable, and may be transferred or sold at the Settlement Class Member’s option, but must be redeemed with six months of the issuance of the voucher.

How Do I Receive Settlement Benefits? To make a claim for a voucher, Settlement Class Members must submit a Claim Form to the Settlement Administrator by **DATE**. The forms are available at www.hayeksettlement.com, or by writing to the Settlement Administrator at **ADDRESS**. Forms may be submitted through the Settlement Website or by mail to the Settlement Administrator.

What Are My Options? You can do nothing, submit a Claim Form, or exclude yourself from the settlement (“Opt-Out”). If you do nothing or submit a Claim Form, you will not be able to sue Alo Moves in a future lawsuit about the claims addressed in the settlement. If you Opt-Out of the Settlement, you will not receive a voucher but you will keep your right to sue Alo Moves. You must contact the Settlement Administrator in writing pursuant to the terms of the Settlement Agreement to exclude yourself from the Settlement. If you do not exclude yourself from the Settlement, you can object to the Settlement, Class Counsel’s request for a Fee Award, or the Settlement Class Representative’s request for incentive awards. ***All Requests for Exclusion and Objections to the Settlement must be postmarked or filed in person by [exclusion/objection deadline].***

The Final Approval Hearing. The Court will hold a Final Approval Hearing at **[TIME, on DATE]**, at the Circuit Court for Lake County, Nineteenth Judicial Circuit, 18 N County Street, Waukegan, IL 60085. At the Final Approval Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court may also consider Settlement Class Counsel’s request for attorneys’ fees and costs of up to \$625,000 and a service award of \$2,000 each (\$6,000 total) to each of the Settlement Class Representatives that filed this lawsuit. If there are objections, the Court will consider them.

Getting More Information. More information, including the Settlement Agreement and other related documents, is available at www.hayeksettlement.com.

Exhibit C

Long Form Notice

CIRCUIT COURT FOR LAKE COUNTY, NINETEENTH JUDICIAL CIRCUIT

Notice of Class Action and Proposed Settlement

You may be entitled to receive benefits under this class action settlement.

This notice summarizes the proposed settlement reached in a lawsuit entitled *Emilie Hayek et al v. Alo, LLC*, Civil Action No. 2024LA00000193 pending in the Circuit Court for Lake County, Nineteenth Judicial Circuit (“Lawsuit”). For the precise terms and conditions of the settlement, please see the Settlement Agreement available at www.hayeksettlement.com, by contacting the Settlement Administrator at [REDACTED], or by accessing the Court docket in this case through the Court’s system at <https://public.courts.in.gov/mycase/>.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

This notice may affect your rights – please read it carefully.

*A court authorized this notice. This is **not** a solicitation from a lawyer.*

- The lawsuit alleges that Alo, LLC (“Alo Moves”) utilized the Meta Pixel on its website to transmit information regarding the videos watched by users to Meta/Facebook. Alo Moves denies any wrongdoing and Plaintiffs’ claims and maintains that it had meritorious defenses, and it was prepared to vigorously defend the lawsuit. The settlement is not an admission of wrongdoing or an indication that Alo Moves has violated any laws.
- You are a Settlement Class Member if you watched one or more videos on the Alo Moves website from October 20, 2021 to the present, and your Video Viewing Information was disclosed to Meta via the Meta Pixel.
- **Any Settlement Class Member may submit a Claim Form for a Voucher. A Settlement Class Member who makes a claim will receive a Voucher which may be redeemed for three months of unlimited access to the services on the Alo Moves website.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM DEADLINE: [DATE]	Settlement Class Members who submit valid and timely Claim Forms are eligible to receive a transferrable, sellable voucher that entitles the holder to three free months of access to the services provided on the Alo Moves website (a “Voucher”). Vouchers must be redeemed within six months of the issuance.

<p>DO NOTHING</p>	<p>Unless you exclude yourself, you are automatically part of this Settlement. If you are a Settlement Class Member and do not submit a Claim Form you will not receive anything from the Settlement, and you will still give up the right to sue Alo Moves regarding the legal claims resolved by this Settlement.</p>
<p>EXCLUDE YOURSELF DEADLINE: [DATE]</p>	<p>If you Opt-Out of the Settlement by timely submitting a valid Request to Exclude yourself from the Settlement, you will not receive a Voucher from the Settlement, but you will not be bound by the terms of the Settlement Agreement if approved by the Court.</p>
<p>OBJECT: DEADLINE: [DATE]</p>	<p>If you do not exclude yourself from the Settlement Class, you may object to the Settlement, to Class Counsel’s request for a Fee Award, or to the Class Representatives’ request for incentive awards.</p>
<p>GO TO A HEARING ON [DATE]</p>	<p>You may object to the Settlement and ask the Court permission to speak at the Fairness Hearing about your objection.</p>

These rights and options—and the deadlines to exercise them—are explained in this Notice.

The Court still must decide whether to approve the Settlement. No Vouchers will be provided until after the Court grants final approval of the Settlement and all appeals, if any, are resolved.

QUESTIONS? READ ON AND VISIT WWW.HAYEKSETTLEMENT.COM

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BASIC INFORMATION

Why is this notice being provided?

This Class Notice is provided pursuant to an order issued by the Court to inform you of the proposed Settlement and the Final Approval Hearing to be held by the Court to consider, among other things, (a) whether the Settlement is fair, reasonable and adequate and should be approved; and (b) whether to grant Class Counsel's request for a Fee Award, and the Class Representatives' request for incentive awards. This Class Notice explains the nature of the lawsuit, the general terms of the proposed Settlement (including the Vouchers available), and your legal rights and obligations. This Class Notice is not an expression of any opinion by the Court as to the merits of the claims or defenses asserted in the Lawsuit.

The judge of the Circuit Court of the 19th Judicial District, Lake County (Illinois) is overseeing this action, which is known as *Emilie Hayek et al v. Alo, LLC*, Case No. 2024LA00000193 ("Lawsuit"). The persons who filed the lawsuit are called the "Plaintiffs." Alo, LLC, is the "Defendant."

What is this lawsuit about?

The lawsuit alleges that Alo, LLC ("Alo Moves") installed the Meta Pixel on its website. The Meta Pixel is a piece of computer code that registers the webpages visited by a user and transfers that information to Meta, formerly known as Facebook. Plaintiffs allege that in doing so, the Meta Pixel discloses which videos a user watches on the Alo Moves website, and that doing so violates the Video Privacy Protection Act, 18 U.S.C. § 2710 *et seq.*

Alo Moves vigorously denies Plaintiffs' allegations, and no court or other entity has made any judgment or other determination of any wrongdoing or that any law has been violated.

Why is this a class action?

In a class action, one or more people called "class representatives" or "Representative Plaintiffs" sue on behalf of themselves and other people with similar claims. The Plaintiffs (the class representatives here), together with the people they represent, are called Settlement Class Members. One court resolves the issues for all Settlement Class Members, except for those people who timely exclude themselves from the Settlement Class. In this case, the Class Representatives are Emilie Hayek, Anuraag Khandelwal, and Samantha Cutrona.

Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Alo Moves. Instead, both sides agreed to a settlement. Settlement avoids the costs and uncertainty of trial and related appeals, while providing benefits to members of the Settlement Class. The Class Representatives and attorneys for the Settlement Class ("Settlement Class Counsel") believe the Settlement is in the best interests of the Settlement Class Members.

WHO IS IN THE SETTLEMENT

How do I know if I am part of the Settlement?

You are included in the Settlement Class if you are a member of the following:

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.

What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are in the Class, or have any other questions about the Settlement, go to www.hayeksettlement.com or write **INSERT SETTLEMENT ADMINISTRATOR INFO AND ADDRESS**.

THE SETTLEMENT BENEFITS

What benefits does the Settlement provide?

Every member of the Settlement Class who makes a valid claim will receive a voucher containing a unique code, which can be redeemed for three months of free access to all services provided on the Alo Moves website.

Tell me more about the Voucher.

The Voucher will contain a unique code that can be redeemed on the Alo Moves website. Each Class Member who makes a valid claim will receive one Voucher. Vouchers are fully transferrable and may be sold for cash or other considerations. The services provided in each Voucher have a retail value of \$38.79. Vouchers must be redeemed on the Alo Moves website within six (6) months of being issued.

What am I giving up as part of the Settlement?

Unless you exclude yourself, you cannot sue Alo Moves or be part of any lawsuit against Alo Moves involving any of the issues or claims in this Lawsuit; you will be subject to and bound by all of the decisions by the Court in this lawsuit; and you will be releasing all claims against Alo Moves and all related entities and individuals, as described in the Settlement Agreement.

The Settlement Agreement is available at www.hayeksettlement.com. The Settlement Agreement describes the Released Claims and Released Parties, so please read it carefully. If you have any questions about what this means, you can communicate with Settlement Class Counsel, or you can talk to your own lawyer at your own expense.

THE LAWYERS REPRESENTING YOU

Do I have a lawyer in the case?

Yes, you do have a lawyer in the case. The Court appointed the law firms of Meyer Wilson Co., LPA, and Levin Law, P.A., to represent the Settlement Class. These firms are called “Settlement Class Counsel.” You will not be charged by these lawyers for their work on this case. If you want to be represented by your own lawyer, you may hire one at your own expense.

How will the lawyers be paid?

Class Counsel will ask the Court for Alo Moves to pay a Fee Award of up to \$625,000, and Class Representatives’ incentive awards not to exceed \$2,000 each. The Court will ultimately decide the appropriate amount of attorneys’ fees, expenses, and service awards.

EXCLUDING YOURSELF FROM THE SETTLEMENT

What does it mean to exclude myself from the Settlement?

If you want to keep the right to sue Alo Moves regarding the claims asserted in this Lawsuit, you must take steps to exclude yourself from the Settlement Class. Excluding yourself is also called “opting out” of the Settlement.

If I exclude myself, can I get anything from this Settlement?

If you exclude yourself, you cannot get a Voucher under the Settlement Agreement and you cannot object to the Settlement, Class Counsel’s request for a Fee Award, or Class Representatives’ request for incentive awards.

If I do not exclude myself, can I sue later?

Unless you exclude yourself, you give up the right to sue Alo, LLC and the Released Parties for all claims asserted in the Lawsuit and subject to the Settlement Agreement.

How do I exclude myself from the Settlement?

To exclude yourself from the proposed Settlement, you must timely submit, by U.S. Mail, written notice of your intent to opt-out of the Settlement to the Settlement Administrator’s designated address established for opt-outs. The written notice must clearly manifest your intent to be excluded from the Settlement Class in *Emilie Hayek et al v. Alo, LLC*, and must be signed by you. You can only request exclusion for yourself: you cannot request to exclude any other member of the Settlement Class. Mass opt-outs are not permitted.

To be effective, written notice must be postmarked by and mailed to:

INSERT ADDRESS

You cannot ask to be excluded on the phone, by email, or on the website.

OBJECTING TO THE SETTLEMENT

How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member, you can object to or comment on the Settlement, Settlement Class Counsel’s request for attorneys’ fees and expenses, and/or the Settlement Class Representative’ request for service awards. To object, you must state in writing that you object to the Settlement, and include the following information in your written objection:

1. Your full name and address;
2. Information identifying you as a Settlement Class Member including proof that you are a member of the Settlement Class;
3. A clear and detailed written statement of the specific legal and factual bases for each and every objection, accompanied by any legal support for the objection you believe applicable;
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 (“Objecting Attorneys”);
5. A statement confirming whether you intend to personally appear and/or testify at the Final Approval Hearing and the identification of any counsel representing you who intends to appear at the Final Approval Hearing; and
6. 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 or other benefit received.

Failure to include this information may be grounds for the Court to disregard your objection.

To be considered timely, any valid objection in the appropriate form must be **filed** with the Clerk of the Circuit Court for the 19th Judicial District no later than sixty (60) days following the Notice Date. The Settlement Class Member must also **mail** a copy of their objection to the following different places, postmarked no later than sixty (60) days after the Notice Date:

Court	Plaintiffs’ Counsel	Alo, LLC’s Counsel
Clerk of the Court Lake County Courthouse 18 N County Street Waukeegan, Illinois 60085	Matthew R. Wilson Meyer Wilson Co., LPA 305 W. Nationwide Blvd. Columbus, OH 43215	Meegan Brooks Benesch Friedlandr Coplan & Aronoff LLP 100 Pine Street

		San Francisco, CA 94111
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What is the difference between objecting and asking to be excluded?

You can object to the Settlement when you wish to remain a Settlement Class Member and be subject to the Settlement but disagree with some aspect of the Settlement. An objection allows your views to be heard in Court.

Excluding yourself from the Settlement Class means that you are no longer a Settlement Class Member and do not want the Settlement to apply to you. Once you are excluded, you lose the right to receive a Voucher as part of the Settlement, or to object to any aspect of the Settlement because the case no longer affects you.

FINAL APPROVAL HEARING

When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ a.m., on _____, at the 19th Judicial District Circuit Court, 18 N County Street, Waukeegan, IL 60085. At the Final Approval Hearing, the Court will consider whether the proposed Settlement is fair, reasonable, and adequate. The Court may also consider Settlement Class Counsel's request for a Fee Award and Representative Plaintiffs' request for incentive awards. If there are objections, the Court will consider them during the Final Approval Hearing. After the Final Approval Hearing, the Court will decide whether to approve the Settlement Agreement, and determine how much to award to Settlement Class Counsel for attorneys' fees and expenses, and to Representative Plaintiffs as a Service Award. You do not need to attend.

The Final Approval Hearing may be moved to a different date or time without additional notice, which shall be posted on the Settlement Website. If you wish to attend the Final Approval Hearing it is recommended that you periodically check www.hayeksettlement.com to confirm the date of the Final Approval Hearing.

Do I have to come to the Final Approval Hearing?

You do not have to attend the Final Approval Hearing. Settlement Class Counsel will attend this hearing and will answer any questions that the Court may have regarding the Settlement. However, you are welcome to attend this hearing at your own expense. If you submit a written objection, you do not have to come to the Final Approval Hearing to raise your objection. As long as you timely **filed** your objection with the Court and **mailed** your objection to the Court, Settlement Class Counsel, and Alo, LLC's Counsel, the Court will consider it. You also may pay your own

lawyer to attend the Final Approval Hearing, but their attendance is not necessary.

May I speak at the Final Approval Hearing?

Yes, you may speak at the Final Approval Hearing. If you would like to do so, you must include within a timely and valid objection, as described above, that you intend to personally appear and testify at the Final Approval Hearing and you must identify any counsel representing you who intends to appear at the Final Approval Hearing. You cannot speak at the Final Approval Hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will be legally bound by any Settlement approved by the Court but you will not receive a Voucher as part of the Settlement Agreement. You will not be able to bring a lawsuit or assert any legal claims against Alo, LLC and the Released Parties about the claims raised in this Lawsuit.

GETTING MORE INFORMATION

How do I get more information about the Settlement?

This notice summarizes the Settlement but more details are included in the Settlement Agreement. You can get a copy of the Settlement Agreement at www.haveksettlement.com or by contacting the Claims Administrator at [ADD telephone number, EMAIL ADDRESS OR mailing ADDRESS].

You can also download a copy of the Claim Form, or get additional information about the Settlement and Lawsuit, from the Settlement Website.

