

1 Todd M. Friedman (SBN 216752)
 2 Adrian R. Bacon (SBN 280332)
 3 **LAW OFFICES OF TODD M. FRIEDMAN, P.C.**
 4 21031 Ventura Blvd, #340
 5 Woodland Hills, CA 91364
 6 Telephone: (877) 619-8966
 7 Facsimile: (866) 633-0028
 8 tfriedman@toddfllaw.com
 9 abacon@toddfllaw.com

7 *Attorneys for Plaintiff and all others similarly situated*

8 John P. Kristensen (SBN 224132)
 9 **KRISTENSEN, LLP**
 10 12450 Beatrice Street, Suite 200
 11 Los Angeles, California 90066
 12 Telephone: 310-507-7924
 13 Fax: 310-507-7906
 14 john@kristensenlaw.com

14 **THE UNITED STATES DISTRICT COURT**
 15 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

15 LISA KIM, individually on behalf of
 16 herself and all others similarly
 17 situated,

18 Plaintiff,

19 vs.

20 TINDER, INC., a Delaware
 21 corporation; MATCH GROUP, LLC,
 22 a Delaware limited liability company;
 23 MATCH GROUP, INC., a Delaware
 24 corporation; and DOES 1 through 10,
 25 inclusive, and each of them,

25 Defendants.

Case No.: 2:18-cv-3093- JFW-AS
 PLAINTIFF LISA KIM’S
 AMENDED NOTICE OF
 MOTION & MOTION FOR
 PRELIMINARY APPROVAL OF
 CLASS SETTLEMENT AND
 CERTIFICATION OF
 SETTLEMENT CLASS

Date: November 1, 2021
 Time: 1:30 p.m.
 Courtroom: 7A
 Hon. John F. Walter

1 **TO THIS HONORABLE COURT AND ALL PARTIES AND THEIR**
2 **ATTORNEYS OF RECORD:**

3 **PLEASE TAKE NOTICE** that on November 1, 2021, at 1:30 p.m., in
4 Department 7A of the United States District Court for the Central District of
5 California, located at 350 West First Street, Los Angeles, California 90012,
6 plaintiff Lisa Kim (“Plaintiff”), for herself and others similarly situated, will move
7 for an order granting preliminary approval of the class action settlement and
8 certification of the settlement class as detailed in Plaintiff’s memorandum of points
9 and authorities.

10 This Motion is based upon this Notice, the accompanying Memorandum of
11 Points and Authorities, the declaration and exhibits thereto, the Complaint, all
12 other pleadings and papers on file in this action, and upon such other evidence and
13 arguments as may be presented at the hearing on this matter.

14
15 Dated: October 4, 2021

Respectfully submitted,

16 By:

/s/ Todd M. Friedman

18 Todd M. Friedman (SBN 216752)

19 Adrian R. Bacon (SBN 280332)

20 **LAW OFFICES OF TODD M. FRIEDMAN,**
P.C.

21 John P. Kristensen (SBN 224132)

22 **KRISTENSEN, LLP**

23
24 *Attorneys for Plaintiff and all other*
25 *similarly situated.*

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CERTIFICATION OF COMPLIANCE WITH LOCAL RULE 7-3

Plaintiff’s counsel certifies that prior to filing the instant motion, the parties, through counsel, met and conferred pertaining to the subject matter of the instant motion. Plaintiff filed a joint notice of compliance. See Dkt. No. 117. Defendants do not oppose this motion.

Dated: October 4, 2021

Respectfully submitted,

By: /s/ Todd M. Friedman

Todd M. Friedman (SBN 216752)
Adrian R. Bacon (SBN 280332)
**LAW OFFICES OF TODD M. FRIEDMAN,
P.C.**

John P. Kristensen (SBN 224132)
KRISTENSEN, LLP

*Attorneys for Plaintiff and all others
situated.*

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MEMORANDUM OF POINTS & AUTHORITIES

I. INTRODUCTION

Plaintiff Lisa Kim (“Plaintiff”), individually and on behalf of the “Settlement Class” (as defined below), submits this amended motion for preliminary approval of a proposed settlement (the “Settlement”) of this action (the “Litigation”) and of certification of the proposed Settlement Class. Defendants Tinder, Inc.,¹ Match Group, LLC, and Match Group, Inc. (“Defendants”) do not oppose this motion. (Plaintiff and Defendants are collectively referred to as the “Parties”). The terms of the Settlement are set forth in the Amended Class Action Settlement Agreement (hereinafter the “Agreement”).² (*See* Declaration of Todd M. Friedman (“*Friedman Decl.*”), Ex A.)

The Settlement resulted from the Parties’ participation in a Second all-day mediation session before the Honorable Louis M. Meisinger (Ret.) of Signature Resolution and subsequent settlement discussions, after the Ninth Circuit rejected the parties’ previous class action settlement approved by this Court. *See* Dkt. No. 109. The Settlement provides for a substantial financial benefit to each Settlement Class Member (“Member”). The Settlement Class consists of:

*Every person in California who subscribed to Tinder Plus or Tinder Gold during the Class Period and at the time of the subscription was at least 29 years old and was charged a higher rate than younger subscribers, except those who choose to opt out of the Settlement Class.*³ (Agreement § 2.21.)

¹ Pursuant to a merger in 2017, Tinder, Inc.’s assets and liabilities were acquired by Match Group, LLC.

² Unless otherwise defined herein, capitalized terms used in this memorandum shall have the same meaning ascribed to them in the Agreement.

³ The Class Period is from March 2, 2015 through March 1, 2019. (Agreement § 2.6.)

1 The compromise Settlement reached with the guidance of Judge Meisinger
2 will create a Settlement Fund to be established by Defendants in the amount of
3 \$5,200,000. (Agreement § 3.3.) In addition to the common fund monetary relief,
4 Tinder will deposit (i) 50 free Super Likes (worth \$79.50, with each Super Like
5 valued at its selling price of \$1.59), and (ii) one Boost (worth \$7, valued at its
6 selling price of \$7) into the Tinder account of every Settlement Class Member who
7 at that time has a Tinder account, so long as the email address associated with the
8 account is the same as when the Member purchased Tinder Plus or Tinder Gold
9 during the Class Period.⁴ Defendants shall advise Settlement Class Members via
10 the Class Notice that they must have an account in place in order to receive the
11 deposit of Super Likes and Boost. (Agreement § 3.2.)

12 The Settlement requires Class Notice via email to each Member, explaining
13 key terms of the Settlement, including benefits under the Settlement and how to
14 opt out of or object to the Settlement. (*See* Agreement Ex 2.)

15 The proposed Claim Form requires each Member to provide contact and
16 Tinder account information, an authorization for Defendants to obtain from Apple
17 or Google, as applicable, verification that the Member had purchased a
18 subscription to Tinder Plus or Tinder Gold and had not received a refund or
19 chargeback, and confirmation under penalty of perjury that the Member resided in
20 California when he or she purchased the subscription. (Agreement § 5.1 and Exs.
21 2 and 3.)

22 In February 2019, as envisioned under the Former Agreement, for new
23 subscriptions to Tinder Plus or Tinder Gold purchased in California, Tinder
24 stopped offering a discounted price to subscribers under the age of 29. While the
25 Former Agreement is no longer operable, Tinder agrees in the new Agreement to
26 continue not offering a discounted price to users under the age of 29 who purchase

27 _____
28 ⁴ Settlement Class members who no longer have active accounts will be able to
activate their accounts and these benefits will be made available to them as well.

1 a new subscription to Tinder Plus or Tinder Gold in California, including through
2 and after the Benefit Deadline, subject to the following: (a) Tinder reserves the
3 right to offer a youth discount to subscribers age 21 or younger; and (b) in the event
4 of (i) the enactment of legislation in California subsequent to the date of this
5 Agreement that specifically addresses age-based pricing and, reasonably
6 interpreted, would permit age-based pricing by Tinder using other age cut-offs, (ii)
7 the issuance subsequent to the date of this Agreement of an appellate decision by
8 any court in California to the same effect, or (iii) the enactment of legislation in
9 California subsequent to the date of this Agreement expressing a public policy in
10 favor of or benefiting a particular age group, Tinder may implement age-based
11 pricing in California consistent with such legislation or case law. (Agreement §
12 3.4.)

13 Furthermore, Defendants have agreed to pay the costs of Notice and
14 Settlement administration out of the Settlement Fund, and, subject to Court
15 approval, a proposed award of attorneys' fees. Class Counsel will be requesting
16 an award of \$1,200,000 in fees plus a reasonable cost reimbursement, out of the
17 \$5,200,000 Settlement Fund. (Agreement §§ 5.5, 7.1-7.4.) However, the
18 Settlement agreement contains no clear sailing provision and is subject to Court
19 approval and the final approval stage. Plaintiff's counsel will NOT be asking for
20 any additional fees beyond those which were requested under the prior Settlement,
21 despite additional benefits having been negotiated and additional work having been
22 performed. (Agreement at §7.1.)

23 While Plaintiff is confident of a favorable determination on the merits, she
24 has determined that the Settlement provides significant benefits to the Class and is
25 in the best interests of the Class. Plaintiff also believes that the Settlement is
26 appropriate because Plaintiff recognizes the expense and amount of time required
27 to continue to pursue the Litigation, as well as the uncertainty, risk, and difficulties
28 of proof inherent in prosecuting such claims. Similarly, as evidenced by the

1 Agreement, Defendants believe that they have substantial and meritorious defenses
2 to Plaintiff’s claims, but have determined that it is desirable to settle the Litigation
3 on the terms set forth in the Agreement.

4 Plaintiff believes that the Settlement satisfies all of the criteria for
5 preliminary approval. Accordingly, Plaintiff moves this Court for an order
6 preliminarily approving the Settlement, provisionally certifying the Settlement
7 Class pursuant to Federal Rule of Civil Procedure 23(b)(3) (“Rule 23(b)(3)”) for
8 settlement purposes, directing dissemination of Class Notice, and scheduling a
9 Final Approval Hearing.

10 **II. STATEMENT OF FACTS**

11 **A. Factual Background**

12 Tinder is a smartphone-based dating application that is used by consumers
13 throughout the world, including California. The core functionality of the app
14 enables users to view profiles of other users in the same geographic locale and to
15 either indicate an interest in (i.e., to “like”) another user or, alternatively, indicate
16 a lack of interest. If two users indicate an interest in each other’s profile, they can
17 then communicate with each other through the app. The app also allows a user to
18 indicate a heightened degree of interest in another user through a feature known as
19 a “Super Like.” The app offers another premium feature called “Boost,” which
20 allows a user to be one of the top profiles in their area for 30 minutes, increasing
21 their chances for a match. Tinder has represented that approximately 35% of Class
22 Members still have an active Tinder account, which Class Counsel are verifying in
23 confirmatory discovery.

24 The app may be downloaded and used for free, but certain additional or
25 premium features can only be accessed by purchasing a subscription to Tinder Plus
26 or Tinder Gold. Such features include, among other things, unlimited likes
27 (whereas the free version has a daily limit), no paid advertisements, the ability to
28 undo dislikes, the ability to view profiles in other locales, and to ability to exert

1 more control over other variables involved in using the app. User of the app may
2 purchase Super Likes for a typical price of \$1.59 cents each, and may purchase a
3 Boost for \$7 each.

4 Plaintiff, a female user over the age of 29, alleges that when she and Class
5 Members purchased Tinder premium services (Plus or Gold), Defendants
6 discriminated against such consumers based on age, by charging more money for
7 the same service for consumers age 29 and older. Plaintiff claims that Defendants'
8 widespread and uniform conduct is in direct violation of the Unruh Civil Rights
9 Act, *Cal. Civ. Code* §§ 51, et seq. ("Unruh Act"), which generally outlaws age
10 discrimination by businesses operating in California. In addition, Plaintiff alleges
11 that Defendants' pricing scheme violates the Unfair Competition Law, *Cal. Bus.*
12 *& Prof. Code* §§ 17200, et seq. ("UCL"). Plaintiff sought three categories of relief:
13 1) monetary relief under the Unruh Act in the form of statutory penalties; 2)
14 restitutionary relief, i.e. a refund of the unlawful premiums charged to users age 29
15 or older (\$10 per month per user); and 3) public injunctive relief putting a halt to
16 Defendants' unlawful age-based price discrimination scheme. Defendants
17 vigorously dispute Plaintiff's claims, dispute that Plaintiff will prevail on her
18 current appeal of the Court's Order granting Defendants' motion to compel
19 arbitration, and deny all charges of wrongdoing or liability asserted against them
20 in the Litigation.

21 **B. Proceedings to Date**

22 On April 12, 2018, Plaintiff filed her class action lawsuit against Defendants,
23 alleging that Defendants violated the Unruh Act. Defendants responded on June
24 11, 2018 by filing filed a Motion to Compel Arbitration or Stay Under the
25 *Colorado River* Abstention Doctrine. On June 22, 2018, Plaintiff filed her First
26 Amended Complaint, adding the UCL cause of action for public injunctive relief.
27 In their Motion, Defendants claimed that Plaintiff had entered into an arbitration
28 agreement based on her alleged assent to the arbitration provision in Tinder app's

1 Term of Use through the use of “sign-up wrap” consent in order to access the app.
2 Defendants’ Motion to Compel Arbitration was granted on July 5, 2018, and the
3 Court compelled Plaintiff’s claims to arbitration.

4 On July 16, 2018, Plaintiff filed her appeal of the Court’s decision on the
5 Motion, based on her position that the Court did not appropriately consider
6 California Supreme Court precedent interpreting substantive California law in
7 *McGill v. Citibank, N.A.*, 2 Cal.5th 945 (2017), which states that claims for public
8 injunctive relief, such as the one brought in Plaintiff’s case under the UCL, cannot
9 be compelled to arbitration. In addition, Plaintiff would argue that the Court
10 disregarded recent relevant appellate case law, *Cullinane v. Uber Technology, Inc.*
11 893 F.3d 53 (1st Cir. 2018), which bore directly on whether there was appropriate
12 assent by Plaintiff and the Class Members to the Tinder app’s Term of Use.⁵

13 A mediation was scheduled for November 29, 2018, and the Parties
14 stipulated to continue the initial briefing deadlines in the appeal. The Parties
15 attended a mediation with Judge Meisinger on November 29, 2018. The Parties
16 did not resolve the case at the mediation but engaged in subsequent discussions
17 with Judge Meisinger. With his guidance, this Settlement was reached on
18 December 1, 2018. (*See Friedman Decl.*, ¶¶ 12-14.) On March 1, 2019, this
19 Honorable Court granted Plaintiff’s Motion for Preliminary Approval of Class
20 Settlement (Dkt. No. 60), and subsequently granted Final Approval on June 19,
21 2019, over an objection made by Rich Allison and Steve Frye (*see* Dkt. No.90),
22 who subsequently appealed the decision.

23 On August 17, 2021, in a narrow 2-1 Decision with a strong and lengthy
24 Dissent, the 9th Circuit Court of Appeals reversed the order granting Final Approval

25 _____
26 ⁵ The *Cullinane* opinion was rendered the same day Plaintiff’s opposition to
27 Defendants’ Motion was due, leaving Plaintiff no time to incorporate arguments
28 and facts related to the on-point case into her opposition. The Court did not consider
Plaintiff’s Notice of the new case, and denied Plaintiff’s Ex Parte Application to
provide supplemental briefing as a result of the new opinion.

1 and For Attorneys’ Fees, primarily taking issue with the clear sailing provision on
2 attorneys’ fees, and the valuation method used to assess the fairness of the
3 Settlement as a whole. (*See* Dkt. No. 109.) Following remand to this Court, the
4 Parties attended another all-day mediation with Judge Meisinger on September 3,
5 2021, in order to improve upon the settlement. Although the case did not settle on
6 that day, after subsequent discussions, with the guidance of the mediator, the
7 Parties agreed to resolve this matter further and entered into a second settlement
8 agreement. (*Friedman Decl.*, Ex A.)

9 As set forth below, Plaintiff respectfully requests that the Court approve the
10 Settlement.

11 **III. THE SETTLEMENT**

12 **A. The Settlement Class.**

13 The “Settlement Class” is defined in the Agreement as follows:

14 *“Every California subscriber to Tinder Plus or Tinder Gold*
15 *during the Class Period who at the time of subscribing was at*
16 *least 29 years old and was charged a higher rate than*
17 *younger subscribers, except those who choose to opt out of*
18 *the Settlement Class.”* (Agreement § 2.21.)

19 The Class Period is from March 2, 2015 through March 1, 2019. (*Id.* § 2.6.)
20 Defendants maintain email addresses for the vast majority of users of the app, and
21 based on data provided by Defendants and their counsel, the Class contains
22 approximately 240,000 Members. (*See Friedman Decl.*, ¶¶ 25.)

23 **B. Settlement Benefits.**

24 Under the Settlement, Defendants agree to create a Settlement Fund in the
25 amount of \$5,200,000. (Agreement § 3.3.) In addition to the common fund
26 monetary relief, Defendant will deposit (i) 50 free Super Likes (worth \$79.50, with
27 each Super Like valued at its selling price of \$1.59), and (ii) one Boost (worth \$7,
28 valued at its selling price of \$7) into the Tinder account of every Settlement Class

1 Member who at that time has a Tinder account, so long as the email address
2 associated with the account is the same as when the Member purchased Tinder Plus
3 or Tinder Gold during the Class Period. Defendants have represented that 35% of
4 Class Members still have a Tinder account, and Class Counsel intends to serve an
5 interrogatory on Defendants to confirm. Class Members without active accounts
6 will still be eligible for the automatic benefits, upon reactivation of their account.
7 The proposed Class Notice advises Settlement Class Members that they must have
8 an account in place in order to receive the deposit of Super Likes and Boost.
9 (Agreement § 3.2.)

10 Pursuant to the Agreement, Class Notice will be sent via email to the
11 approximately 240,000 persons in the Settlement Class. (Agreement § 1.4, 4.3-4.4;
12 Ex A-2.)

13 The Class Notice will explain that every Settlement Class Member, in
14 addition to receiving a deposit of Super Likes and Boost, is eligible to apply for a
15 monetary payment by submitting a Claim Form. The payment will be in an amount
16 equivalent to a pro rata share of the Settlement Fund, net of costs of administration,
17 attorneys' fees, costs, and incentive award. The Agreement provisionally sets the
18 payment at \$50 per valid claim, but that amount could increase pro rata, without
19 limit, or decrease pro rata, to a floor of \$30, depending on the number of Claim
20 Forms submitted and the amount of net funds in the Settlement Fund. Defendants
21 have agreed to supplement the Settlement Fund if necessary to satisfy the \$30
22 floor.⁶ Settlement payments will made in the form of a check that will be mailed
23 by the Settlement Administrator. (Agreement § 3.3.)

24 Moreover, out of the common fund, Defendants have agreed to retain a

25 _____
26 ⁶ Class Counsel anticipate that the claims' participation rate would have to exceed
27 50%, which is uncharacteristically high for settlements of this nature, in order for
28 the floor to be triggered. However, it was important to Class Counsel to guarantee
that Class Members received equal if not greater financial incentive to participate
in this settlement than in the prior settlement that was subject to the appeal.

1 Settlement Administrator and to pay for any and all costs associated with
2 administering the Settlement, including Class and CAFA Notice, handling of
3 claims and the distribution of monetary payments to Members who choose that
4 option, and developing and maintaining the Settlement Website. (Agreement §§
5 4.3-4.5, 5.4.)

6 CAFA notice will provided within 10 days after the filing of this motion.
7 (Agreement § 4.1.) The Settlement Administrator, by reason of the Former
8 Agreement and settlement, already has information necessary to provide e-mail
9 notice to the Class, which Defendants will update as appropriate.⁷ (*Id.* §§ 4.3, 4.4).
10 Similarly, there is already a Settlement Website by reason of the previous
11 settlement, which the Settlement Administrator will update and ensure that it
12 contains relevant documents pertaining to the Settlement including the Settlement
13 Agreement, the Claim Form, the Class Notice, and the Preliminary Approval
14 Order. (Agreement § 4.5.)

15 **C. Scope of Release.**

16 The Agreement provides that Members who do not request exclusion from
17 the Settlement will release any and all claims, known or unknown, against the
18 Releasees based in any manner on the allegation that subscribers to Tinder Plus or
19 Tinder Gold were charged a higher price depending on their age. (Agreement §
20 8.1.)

21 **D. Opportunity to Opt Out and Object.**

22 Under the terms of the proposed Settlement, Members will have the right to
23 opt out of the Settlement or object to its terms. A Member who wishes to opt out
24 of the Settlement must, no later than 30 days after the Class Notice Date, mail an
25

26 ⁷ Email is the best notice practicable because Defendants generally maintain email
27 address data for Class Members but not physical addresses or other information
28 (such as landline phone numbers) that would permit Class Counsel to efficiently
conduct a reverse lookup and send mail notice.

1 opt-out request to counsel for the Parties. (Agreement § 4.8.) A Member who does
2 not opt out and who wishes to object to the Settlement may do so by filing with the
3 Court and mailing to counsel for the Parties, no later than 30 days after the Class
4 Notice Date, a notice of objection and/or request to be heard at the Final Approval
5 Hearing. (Agreement § 4.7.) Any such notice must include the case name and
6 number, the Member’s name and contact information and the email address or
7 phone number associated with the Member’s Tinder account, a statement of all
8 grounds and legal support for the objection and copies of any supporting
9 documentation, a list of other cases in which the Member has objected to a class
10 action settlement, and an affirmation under penalty of perjury that the Member had
11 purchased a subscription to Tinder Plus or Tinder Gold during the Class Period at
12 a time when the Member was at least 29 years old and resided in California. (*Id.*)

13 **E. Class Representative’s Application for Incentive Awards.**

14 Plaintiff may request an incentive award, which Defendants may oppose.
15 (Agreement § 7.2.) If awarded, the payment will be made out of the Settlement
16 Fund. (*Id.* § 2.22.)

17 **F. Class Counsel’s Application for Fees, Costs, and Expenses.**

18 Class Counsel may request an award of attorneys’ fees plus reasonable
19 costs, which Defendants may oppose—there is no so-called “clear-sailing”
20 provision. (Agreement § 7.1.) If awarded, the payment will be made out of the
21 Settlement Fund. (*Id.* § 2.22.)

22 Class Counsel intends to request fees in the amount of \$1,200,000, under the
23 lodestar and percentage of the fund methods. Class Counsel will not be asking for
24 any additional fees for additional work performed on this Settlement, despite the
25 increased value of the Settlement and additional hours spend since the Previous
26 Order Granting Final Approval and Motion for Fees and Costs.

1 **G. The Modifications To Prior Settlement Presented in the Proposed**
 2 **Settlement Address The Ninth Circuit’s Concerns**

3 The Settlement reached by the Parties with the assistance of Judge Meisinger
 4 addresses the concerns raised by the Ninth Circuit regarding the terms of the prior
 5 Settlement approved by the Court. The Ninth Circuit was concerned with the
 6 appearance of possible collusion due to the presence of a clear sailing provision on
 7 the separately-negotiated attorneys’ fees provision. That provision has been
 8 removed entirely. The Ninth Circuit was also concerned with the valuation of the
 9 settlement as presented by the Parties. That too has been modified, with the
 10 injunctive relief claims remaining the same (but not subject to valuation), the
 11 automatic benefits having been improved (with an additional Boost feature being
 12 added, and with existing benefits being of a now-higher expense due to the passage
 13 of time), and with the monetary component being revised to a common fund, with
 14 a floor of benefits to claimants, and a pro rata share of net benefits to valid
 15 claimants. The valuation of these claims are described herein. It is important to
 16 note that none of the concerns of the Ninth Circuit raised by its Order are present
 17 in this proposed Settlement.

18 **IV. ARGUMENT**

19 **A. Standard for Preliminary Approval of Class Action Settlement.**

20 A class action may not be dismissed, compromised or settled without the
 21 approval of the court. Fed. R. Civ. Proc. 23(e). Judicial proceedings under Rule 23
 22 have led to a defined procedure and specific criteria for settlement approval in class
 23 action settlements, described in the *Manual for Complex Litigation* (Fourth) (Fed.
 24 Judicial Center 2004) (“*Manual*”) § 21.63, *et seq.*, including preliminary approval,
 25 dissemination of notice to class members, and a fairness hearing. *Manual*,
 26 §§ 21.632, 21.633, 21.634. The purpose of the Court’s preliminary evaluation of
 27 the settlement is to determine whether it is within the “range of reasonableness,”
 28 and thus whether notice to the class of the terms and conditions of the settlement,

1 and the scheduling of a formal fairness hearing, are worthwhile. *See* 4 Herbert B.
2 Newberg, *Newberg on Class Actions* § 11.25 *et seq.*, and § 13.64 (4th ed. 2002 and
3 Supp. 2004) (“*Newberg*”). The Court is not required to undertake an in-depth
4 consideration of the relevant factors for final approval. Instead, the “judge must
5 make a preliminary determination on the fairness, reasonableness, and adequacy
6 of the settlement terms and must direct the preparation of notice of the certification,
7 proposed settlement, and date of the final fairness hearing.” *Manual*, § 21.632 (4th
8 ed. 2004).

9 As a matter of public policy, settlement is a strongly favored method for
10 resolving disputes. *See Utility Reform Project v. Bonneville Power Admin.*, 869
11 F.2d 437, 443 (9th Cir. 1989). This is especially true in class actions such as this.
12 *See Officers for Justice v. Civil Service Comm’n*, 688 F.2d 615 (9th Cir. 1982). As
13 a result, courts should exercise their discretion to approve settlements “in
14 recognition of the policy encouraging settlement of disputed claims.” *In re*
15 *Prudential Sec. Inc. Ltd. Partnerships Litig.*, 163 F.R.D. 200, 209 (S.D.N.Y. 1995).
16 To make the preliminary fairness determination, courts may consider several
17 relevant factors, including “the strength of the plaintiff’s case; the risk, expense,
18 complexity, and likely duration of further litigation; the risk of maintaining class
19 action status through trial; the amount offered in settlement; the extent of discovery
20 completed and the stage of the proceedings; [and] the experience and views of
21 counsel” *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998)
22 (“*Hanlon*”). Furthermore, courts must give “proper deference to the private
23 consensual decision of the parties,” since “the court’s intrusion upon what is
24 otherwise a private consensual agreement negotiated between the parties to a
25 lawsuit must be limited to the extent necessary to reach a reasoned judgment that
26 the agreement is not the product of fraud or overreaching by, or collusion between,
27 the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable
28 and adequate to all concerned.” *Id.* at 1027.

1 Preliminary approval does not require the Court to make a final
2 determination that the settlement is fair, reasonable, and adequate. Rather, that
3 decision is made only at the final approval stage, after notice of the settlement has
4 been given to the class members and they have had an opportunity to voice their
5 views of the settlement or to exclude themselves from the settlement. *See* 5 James
6 Wm. Moore, *Moore's Federal Practice – Civil* § 23.165[3] (3d ed.) Thus, in
7 considering a potential settlement, the Court need not reach any ultimate
8 conclusions on the issues of fact and law which underlie the merits of the dispute,
9 *West Va. v. Chas. Pfizer & Co.*, 440 F.2d 1079, 1086 (2d Cir. 1971), and need not
10 engage in a trial on the merits, *Officers for Justice v. Civil Service Comm'n*, 688
11 F.2d at 625. Preliminary approval is merely the prerequisite to giving notice so
12 that “the proposed settlement . . . may be submitted to members of the prospective
13 class for their acceptance or rejection.” *Philadelphia Hous. Auth. v. Am. Radiator*
14 *& Standard Sanitary Corp.*, 323 F. Supp. 364, 372 (E.D. Pa. 1970).

15 Preliminary approval of the settlement should be granted if, as here, there
16 are no “reservations about the settlement, such as unduly preferential treatment of
17 class representatives or segments of the class, inadequate compensation or harms
18 to the classes, the need for subclasses, or excessive compensation for attorneys.”
19 *Manual for Complex Litigation* § 21.632, at 321 (4th ed. 2004). Furthermore, the
20 opinion of experienced counsel supporting the settlement is entitled to considerable
21 weight. *See, e.g., Kirkorian v. Borelli*, 695 F.Supp. 446 (N.D. Cal.1988) (opinion
22 of experienced counsel carries significant weight in the court’s determination of
23 the reasonableness of the settlement); *Boyd v. Bechtel Corp.*, 485 F. Supp. 610,
24 622 (N.D. Cal. 1979). (Recommendations of plaintiffs’ counsel should be given a
25 presumption of reasonableness).

26 The decision to approve or reject a proposed settlement “is committed to the
27 sound discretion of the trial judge[.]” *See Hanlon*, 150 F.3d at 1026. This
28 discretion is to be exercised “in light of the strong judicial policy that favors

1 settlements, particularly where complex class action litigation is concerned,”
 2 which minimizes substantial litigation expenses for both sides and conserves
 3 judicial resources. *See Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1238 (9th
 4 Cir. 1998) (quotations omitted). Based on these standards, Plaintiff respectfully
 5 submits that, for the reasons detailed below, the Court should preliminarily approve
 6 the proposed Settlement as fair, reasonable and adequate.

7
 8 **1. Liability is Highly Contested and Both Sides Face
 Significant Challenges in Litigating this Case.**

9 Defendants have vigorously contested the claims asserted by Plaintiff in this
 10 Litigation. While both sides strongly believe in the merits of their respective cases,
 11 there are risks to both sides in continuing the Litigation. (*See Friedman Decl*, ¶¶
 12 37-41.) If the Litigation were to continue, the primary initial challenge for Plaintiff
 13 would be overcoming the pending appeal. Defendants represented that over 95%
 14 of the Class Members entered into arbitration agreements such as the one entered
 15 into by Plaintiff. (*Id.* at ¶ 25.) The Ninth Circuit has recently held that such
 16 agreements can be a bar to class certification under the right circumstances. *See*
 17 *O’Connor v. Uber Technologies, Inc.*, 904 F.3d 1087 (9th Cir. 2018).⁸ Even if
 18 Plaintiff won her appeal, Defendants would likely challenge any class certification
 19 motion made by Plaintiff, thereby placing in doubt whether certification of a class
 20 could be obtained and/or maintained in the Litigation. Also, additional substantive
 21 challenges to the claims might be raised, including a challenge on summary
 22 judgment. In considering the Settlement, Plaintiff and Class Counsel carefully
 23 balanced the risks of continuing to engage in protracted and contentious litigation,
 24 against the benefits to the Class. As a result, Class Counsel supports the Settlement
 25 and seek its Preliminary Approval. (*See Friedman Decl*, ¶¶ 37-55.)

26
 27 ⁸ Notably, Class Counsel have a decorated history of successfully litigating class
 28 actions on appeal in federal court on motions to compel arbitration, and are
 eminently qualified to assess this risk.

1 Similarly, Defendants believe that they have strong and meritorious defenses
2 not only in the Litigation as a whole, as well as on the appeal, but also as to class
3 certification and the amount of damages sought. However, Defendants recognize
4 that if a class were certified, there is some risk of a damages award substantially
5 higher than the value of the Settlement. The negotiated Settlement reflects a
6 compromise between avoiding that risk and the risk that the Class might not
7 recover. Because of the costs, risks to both sides, and delays of continued
8 litigation, the Settlement presents a fair and reasonable alternative to continuing to
9 pursue the Litigation.

10 **2. Defendants' Agreement to Provide a Common Fund**
11 **Settlement, along with Universal Participation Benefit, and**
12 **Injunctive Relief, Provides a Fair and Substantial Benefit**
13 **to the Class.**

14 As set forth above, Defendants have agreed to create a \$5,200,000, non-
15 reversionary cash Settlement Fund, along with other substantial non-monetary and
16 injunctive benefits to the Class Members after being sent email notice to the email
17 address they used recently for their Tinder account.

18 As a result, it is anticipated that the vast majority of the Settlement will
19 provide direct and meaningful benefits to the Settlement Class. *See Shames v.*
20 *Hertz Corp.*, Case No. 07-CV-2174-MMA WMC, 2012 WL 5392159 at *13 (S.D.
21 Cal. Nov. 5, 2012) (settlement was fair where the parties “negotiated a settlement
22 that provide[d] direct payment to class members”); *Hopson v. Hanesbrands Inc.*,
23 Case No. CV-08-0844 EDL, 2009 WL 928133, at *11 (N.D. Cal. Apr. 3, 2009)
24 (“the benefits can be accurately traced because they are monetary payments
25 directly to Class Members”); *Briggs v. United States*, Case No. C 07-05760 WHA,
26 2010 WL 1759457 (N.D. Cal. Apr. 30, 2010) (settlement agreement was fair where
27 it did not require class members to file claim forms).
28

1 This Settlement intentionally avoids providing significant benefits to a *cy*
2 *pres* recipient at the expense of the class. *See Dennis v. Kellogg Co.*, 697 F.3d 858,
3 862-63 (9th Cir. 2012) (the amount of a *cy pres* award “must be examined with
4 great care to eliminate the possibility that it serves only the ‘self-interests’ of the
5 attorneys and the parties, and not the class”); *Lane v. Facebook, Inc.*, 709 F.3d 791,
6 793 (9th Cir. 2013) (“We require district judges to be reasonably certain that class
7 members will benefit before approving a *cy pres* settlement.”); *In re EasySaver*
8 *Rewards Litig.*, 921 F. Supp. 2d 1040, 1049 (S.D. Cal. 2013).⁹

9 The settlement award that each Settlement Class Member will receive is fair,
10 appropriate, and reasonable given the purposes of the Unruh Act and UCL and in
11 light of the anticipated risk, expense, and uncertainty of continued litigation.
12 Although the Unruh Act provides for statutory damages of \$4,000 per violation, it
13 is well-settled that a proposed settlement may be acceptable even though it
14 amounts to a percentage of the potential recovery that might be available to the
15 class members at trial. *See e.g., National Rural Tele. Coop. v. DIRECTV, Inc.*, 221
16 F.R.D. 523, 527 (C.D. Cal. 2004) (“well settled law that a proposed settlement may
17 be acceptable even though it amounts to only a fraction of the potential recovery”);
18 *In re Global Crossing Sec. and ERISA Litig.*, 225 F.R.D. 436, 460 (E.D. Pa. 2000)
19 (“the fact that a proposed settlement constitutes a relatively small percentage of the
20 most optimistic estimate does not, in itself, weigh against the settlement; rather,
21 the percentage should be considered in light of the strength of the claims”); *In re*
22 *Omnivision Tech., Inc.*, 559 F. Supp. 2d 1036 (N.D. Cal. Jan. 9, 2008) (court-

23 _____
24 ⁹ Courts favor direct payment to class members over *cy pres* distributions. *See*
25 *Molski v. Gleich*, 318 F.3d 937, 954-55 (9th Cir. 2003) *overruled on other grounds*
26 *by Dukes v. Wal-Mart Stores, Inc.*, 603 F.3d 571 (9th Cir. 2010) (*cy pres* provision
27 is a disfavored substitute for distribution of benefits directly to class members);
28 *Nachshin v. AOL, LLC*, 663 F.3d 1034, 1038 (9th Cir. 2011) (“[T]he *cy pres*
doctrine—unbridled by a driving nexus between the plaintiff class and the *cy pres*
beneficiaries—poses many nascent dangers to the fairness of the distribution
process.”).

1 approved settlement amount that was small fraction of the maximum potential
2 recovery); *In re Mego Fin'l Corp. Sec. Litig.*, 213 F. 3d 454, 459 (9th Cir. 2000).
3 California Appellate Courts have upheld the reasonableness of Unruh Act class
4 action settlements which provided for no monetary relief, but rather only injunctive
5 relief. *See Carter v. City of Los Angeles*, 224 Cal.App.4th 808 (2014) (injunction
6 only class settlement under Unruh Act upheld as fair and reasonable, however
7 overturning district court order based solely on the fact that non-opt out provision
8 violated due process).

9 Thus, the Settlement provides substantial benefit to the Class Members, as
10 they will receive meaningful monetary recovery with no burden and no expense.

11 **3. The Settlement Was Reached As the Result of Arms-Length**
12 **Negotiation, Without Collusion, With the Assistance of the**
13 **Mediator.**

14 The Settlement is the result of intensive arms'-length negotiation, including
15 a second all-day mediation session before the Hon. Louis Meisinger. The Parties
16 also engaged in subsequent negotiations through Judge Meisinger by email and
17 phone. With the guidance of Judge Meisinger, and working independently of the
18 Court, the Parties were able to reach a second proposed resolution of this case.
19 Class Counsel are satisfied that the information provided about the number of Class
20 Members is accurate. The time and effort spent examining and investigating the
21 claims militate in favor of preliminary approval of the proposed Settlement, as the
22 process strongly indicates that there was no collusion. *See In re Wireless Facilities,*
23 *Inc. Sec. Litig. II*, 253 F.R.D. 607, 610 (S.D. Cal. 2008) ("Settlements that follow
24 sufficient discovery and genuine arms-length negotiation are presumed fair.").

25 **4. Experienced Counsel Have Determined That the**
26 **Settlement Is Appropriate and Fair to the Class.**

27 Plaintiff is represented by counsel experienced in complex class action
28 litigation. Class Counsel have extensive experience in class actions, as well as

1 particular expertise in class actions relating to consumer protection. (*See Friedman*
 2 *Decl.*, ¶¶ 42-54.) Class Counsel believe that the Settlement is fair, reasonable and
 3 adequate. Their opinions should be given deference by The Court.

4 **B. The Court Should Preliminarily Certify the Class for Purposes**
 5 **of Settlement.**

6 Courts have long acknowledged the propriety of class certification for
 7 purposes of a class action settlement. *See In re Wireless Facilities*, 253 F.R.D. at
 8 610 (“Parties may settle a class action before class certification and stipulate that a
 9 defined class be conditionally certified for settlement purposes”). Certification of
 10 a class for settlement purposes requires a determination that certain requirements
 11 of Rule 23 are met. *Id.* As explained below, class certification for settlement
 12 purposes is appropriate here under Rule 23(a) and Rule 23(b)(3).

13 **1. The Proposed Class Is Numerous.**

14 Class certification under Rule 23(a)(1) is appropriate where a class contains
 15 so many members that joinder of all would be impracticable. “Impracticability
 16 does not mean ‘impossibility,’ but only the difficulty or inconvenience of joining
 17 all members of the class.” *Harris v. Palm Springs Alpine Estates, Inc.*, 329 F.2d
 18 909, 913-14 (9th Cir. 1964) (citation omitted). Here, the Settlement Class consists
 19 of 230,000 Class Members who subscribed to Tinder Plus or Tinder Gold when
 20 they were at least 29 years old and paid a higher price than subscribers under the
 21 age of 29. Thus, the proposed Class is sufficiently numerous for purposes of
 22 certifying a settlement class.

23 **2. The Commonality Requirement Is Satisfied, Because**
 24 **Common Questions of Law and Fact Exist.**

25 The commonality requirement is met if there are questions of law and fact
 26 common to the class. *Hanlon*, 150 F.3d at 1019 (“The existence of shared legal
 27 issues with divergent factual predicates is sufficient, as is a common core of salient
 28 facts coupled with disparate legal remedies within the class.”). Here, for purposes

1 of settlement, the proposed Members’ claims stem from the same factual
2 circumstances, that Members age 29 or older who subscribed to Tinder Plus or
3 Tinder Gold paid a higher price than those under the age of 29.

4 Plaintiff’s claims also present questions of law that are common to all
5 members of the Class for settlement purposes, including: (1) whether Defendants
6 violated the Unruh Act; (2) whether Defendants willfully or knowingly violated
7 the UCL; and (3) whether the Member is subject to the arbitration agreement in the
8 Tinder Terms of Use. The Members all seek the same remedy. Under these
9 circumstances, the commonality requirement is satisfied for purposes of certifying
10 a settlement class. *See Hanlon*, 150 F. 3d at 1019-20.

11 **3. The Typicality Requirement Is Met.**

12 The typicality requirement is met if the claims of the named representatives
13 are typical of those of the class, though “they need not be substantially identical.”
14 *Hanlon*, 150 F.3d at 1020. For purposes of settlement, Plaintiff’s claims are typical
15 of the class because they arise from the same factual basis – that Members age 29
16 or older who subscribed to Tinder Plus or Tinder Gold paid a higher price than
17 those under the age of 29. *See Wehner v. Syntex Corp.*, 117 F.R.D. 641, 644 (N.D.
18 Cal. 1987). The Class Representative claims that she was over the age of 29 when
19 she subscribed to Tinder Plus in California, paying a higher price for the service
20 than other Tinder subscribers under the age of 29. Accordingly, the Class
21 Representative’s claims are typical of those of the Settlement Class. Thus, the
22 typicality requirement is satisfied for purposes of certifying a settlement class.

23 **4. The Adequacy Requirement Is Satisfied.**

24 Rule 23(a)(4) is satisfied if “the representative parties will fairly and
25 adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). The Court
26 must measure the adequacy of representation by two standards: “(1) Do the
27 representative plaintiffs and their counsel have any conflicts of interest with other
28 class members, and (2) will the representative plaintiffs and their counsel prosecute

1 the action vigorously on behalf of the class?” *In re Wireless Facilities*, 253 F.R.D.
2 at 611 (quoting *Staton v. Boeing Co.*, 327 F.3d 938, 958 (9th Cir. 2003)).

3 Plaintiff and Class Counsel have no conflicts of interest with other Class
4 Members because, for purposes of the Settlement, Plaintiff’s claims are typical of
5 those of other Settlement Class Members. In addition, Plaintiff and Class Counsel
6 have been prosecuting this Litigation vigorously on behalf of the Class. Plaintiff
7 and Class Members share the common goal of protecting and improving consumer
8 and privacy rights throughout California, and there is no conflict among them.
9 Class Counsel have extensive experience in business and corporate litigation,
10 including the prosecution of class actions seeking to protect privacy and consumer
11 rights. Class Counsel is qualified to represent the interests of the Class. Rule
12 23(a)(4) is therefore satisfied for purposes of certifying a settlement class.

13 **5. Common Questions Predominate, Sufficient to Certify a**
14 **Class for Settlement Purposes Only.**

15 Class certification under Rule 23(b)(3) is appropriate where “questions of
16 law or fact common to class members predominate over any questions affecting
17 only individual members.” Fed. R. Civ. P. 23(b)(3). The inquiry focuses on
18 whether the class is “sufficiently cohesive to warrant adjudication by
19 representation.” *Local Joint Exec. Bd. of Culinary/Bartender Trust Fund v. Las*
20 *Vegas Sands, Inc.*, 244 F.3d 1152, 1162 (9th Cir. 2001). Central to this question
21 is “the notion that the adjudication of common issues will help achieve judicial
22 economy.” *Zincser v. Accufix Research Institute, Inc.*, 253 F.3d 1188, 1189 (9th
23 Cir. 2001) (citation omitted), *amended*, 273 F. 3d 1266 (9th Cir. 2001).

24 Here the central inquiry for purposes of the proposed Settlement is whether
25 Defendants violated the Unruh Act and the UCL with their pricing scheme. “When
26 common questions present a significant aspect of the case and they can be resolved
27 for all members of the class in a single adjudication, there is clear justification for
28

1 handling the dispute on a representative rather than on an individual basis.”
2 *Hanlon*, 150 F.3d at 1022.

3 **6. Class Treatment for Settlement Purposes is Superior to**
4 **Individual Resolutions.**

5 To determine whether the superiority requirements of Rule 23(b)(3) are
6 satisfied, a court must compare a class action with alternative methods for
7 adjudicating the parties’ claims. Lack of a viable alternative to a class action
8 necessarily means that a class action satisfies the superiority requirement. “[I]f a
9 comparable evaluation of other procedures reveals no other realistic possibilities,
10 [the] superiority portion of Rule 23(b)(3) has been satisfied.” *Culinary/Bartenders*
11 *Trust Fund*, 244 F.3d at 1163. *See also, Valentino v. Carter-Wallace*, 97 F.3d
12 1227, 1235-36 (9th Cir. 1996) (“a class action is a superior method for managing
13 litigation if no realistic alternative exists”).

14 Consideration of the factors listed in Rule 23(b)(3) supports the conclusion
15 that, for purposes of a settlement class, certification is appropriate. Ordinarily,
16 these factors are (A) the interest of members of the class in individually controlling
17 the prosecution or defense of separate actions; (B) the extent and nature of any
18 litigation concerning the controversy already commenced by or against members
19 of the class; (C) the desirability or undesirability of concentrating the litigation of
20 the claims in the particular forum; and (D) the difficulties likely to be encountered
21 in the management of a class action. Fed. R. Civ. P. 23(b)(3).

22 However, when a court reviews a class action settlement, the fourth factor
23 does not apply. In deciding whether to certify a settlement class action, a district
24 court “need not inquire whether the case, if tried, would present intractable
25 management problems.” *Amchem Prods. Inc. v. Woodward*, 521 U.S. 591, 620
26 (1997). “With the settlement in hand, the desirability of concentrating the litigation
27 in one forum is obvious” *Elkins v. Equitable Life Ins. of Iowa*, No. Civ A96-
28 296-Civ-T-17B, 1998 WL 133741, at *20 (M.D. Fla. Jan. 27, 1998); *see also*

1 *Strube v. Am. Equity Inv. Life Ins. Co.*, 226 F.R.D. 688, 697 (M.D. Fla. 2005) (Rule
 2 23(b)(3)(C) and (D) factors are “conceptually irrelevant in the context of
 3 settlement”) (citation omitted). Here, the Rule 23(b)(3)(A), (B) and (C) factors
 4 all favor class certification.

5 **C. The Proposed Method of Class Notice Is Appropriate.**

6 Rule 23(c)(2)(B) provides that, in any case certified under Rule 23(b)(3), the
 7 court must order the “best notice practicable” under the circumstances. Rule
 8 23(c)(2)(B) does not require “actual notice” or that a notice be “actually received.”
 9 *Silber v. Mabon*, 18 F.3d 1449, 1454 (9th Cir. 1994). Notice need only be given
 10 in a manner “reasonably calculated, under all the circumstances, to apprise
 11 interested parties of the pendency of the action and afford them an opportunity to
 12 present their objections.” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S.
 13 306, 314 (1950). “Adequate notice is critical to court approval of a class settlement
 14 under Rule 23(e).” *Hanlon*, 150 F.3d at 1025.

15 Pursuant to Fed. R. Civ. P. 23(e)(1)(B), “[t]he court must direct notice in a
 16 reasonable manner to all class members who would be bound by the proposal.”
 17 Rule 23(c)(2)(B) also sets forth requirements as to the content of the notice. The
 18 notice must concisely and clearly state in plain, easily understood language: (i) the
 19 nature of the action; (ii) the definition of the class; (iii) the class claims, issues, or
 20 defenses; (iv) that a class member may enter an appearance through counsel if the
 21 member so desires; (v) that the court will exclude from the class any member who
 22 requests exclusion, stating when and how members may elect to be excluded; (vi)
 23 the time and manner for requesting exclusion; and (vii) the binding effect of a class
 24 judgment on class members under Rule 23(c)(3). Fed. R. Civ. P. 23(c)(2)(B).

25 The Settlement Administrator shall disseminate or arrange for the
 26 dissemination of Class Notice sent via email is in a form materially consistent with
 27 Exhibit 2 to the Agreement. The Class Notice here satisfies each of the
 28 requirements of Rule 23(c)(2)(B) above. Further, direct notice has been held to be

1 adequate notice to a Settlement Class. *See Schaffer v. Litton Loan Servicing, LP*,
2 CV 05-07673 MMM JCX, 2012 WL 10274679, at *8 (C.D. Cal. Nov. 13, 2012)
3 (approving notice plan where class members were sent direct notice informing
4 them and directing them to a settlement website); *Lo v. Oxnard European Motors,*
5 *LLC*, 11CV1009 JLS MDD, 2012 WL 1932283, at *1 (S.D. Cal. May 29, 2012)
6 (final approval of class settlement using direct notice and settlement website).

7 Defendants possess email addresses for users of the Tinder app in California
8 as well as information that indicates whether subscribers to Tinder Plus or Tinder
9 Gold were at least 29 years old and paid a higher price than younger subscribers.
10 Defendants do not possess physical addresses or landline phone numbers for such
11 individuals. The Settlement Administrator will be able to send emails directly to
12 each of the Class Members at the address that they recently used in conjunction
13 with their Tinder account.

14 Further notice will be provided through the Settlement Website, which will
15 be accessible by the time of the email Class Notice and will post, among other
16 documents, the Agreement, a copy of the Notice (Ex. 2 to the Agreement), and the
17 Preliminary Approval Order. Thus, through email Class Notice and the Settlement
18 Website, Members will have ample notice of the Settlement and its terms, and they
19 will have 30 days from the time of Class Notice to opt out of or object to the
20 Settlement. *Cf. Torrisi v. Tucson Electric Power Co.*, 8 F.3d 1370, 1374-75 (9th
21 Cir. 1993) (31 days is more than sufficient, as Class as a whole had notice adequate
22 to flush out whatever objections might reasonably be related to the settlement)
23 *citing Marshall v. Holiday Magic, Inc.*, 550 F.2d 1173, 1178 (9th Cir. 1977)
24 (approving timing of notice which was mailed 26 days before the deadline for
25 opting out of the settlement). Further, the Settlement Website shall be maintained
26 and accessible to Settlement Class Members during this time and through the
27 conclusion of the settlement proceedings in this case.

28 This notice program was designed to meaningfully reach the largest number

1 of Settlement Class Members possible by direct notice. In this age, email is often
2 the best way to reach people, and is certainly the most cost-effective manner of
3 direct notice in the case at bar, given Defendants’ data constraints. Such direct
4 notice is likely to be very successful in reaching the Settlement Class, and it is also
5 the best practical notice under the circumstances since only email addresses are
6 known. By emailing the Class Notice and making the Class Notice available on
7 the Settlement Website, the notice plan satisfies the requirements of due process
8 and constitutes the best notice practicable under the circumstances.

9 The Settlement Administrator shall prepare and file a declaration prior to the
10 Final Approval Hearing certifying that the notice program has been properly
11 administered in accordance with this Agreement, this Court’s Orders, and as
12 described herein.

13 **D. The Court Should Provisionally Appoint the Class**
14 **Representative and Appoint Class Counsel.**

15 “[T]wo criteria for determining the adequacy of representation have been
16 recognized. First, the named representatives must appear able to prosecute the
17 action vigorously through qualified counsel, and second, the representatives must
18 not have antagonistic or conflicting interests with the unnamed members of the
19 class.” *Lerwill v. Inflight Motion Pictures, Inc.*, 582 F.2d 507, 512 (9th Cir. 1978).
20 The adequacy of representation requirement is met here. For settlement purposes,
21 Class Counsel moves for Plaintiff Lisa Kim to be preliminarily appointed as the
22 Class Representative. Class Counsel requests that the Law Offices of Todd M.
23 Friedman and Kristensen, LLP preliminarily be appointed as Class Counsel for
24 purposes of the Settlement. Plaintiff’s counsel has extensive experience sufficient
25 to be appointed as Class Counsel. Plaintiff Lisa Kim understands the obligations
26 of serving as a class representative, has adequately represented the interests of the
27 putative class, and has retained experienced counsel. Plaintiff has no antagonistic
28 or conflicting interests with the Settlement Class, and all members of the

1 Settlement Class are eligible to receive the same benefits.

2 **E. The Court Should Appoint Epiq as the Settlement**
3 **Administrator.**

4 Plaintiff proposes that the Court appoint Epiq Class Action & Claims
5 Solutions, Inc. (“Epiq,”) to serve as the Settlement Administrator. Epiq specializes
6 in providing administrative services in class action litigation, and has extensive
7 experience in administering consumer protection and privacy class action
8 settlements. Defendants do not oppose this request.

9 **F. A Final Approval Hearing Should Be Scheduled.**

10 The last step in the settlement approval process is the formal fairness or Final
11 Approval Hearing, at which time the Court will hear all evidence and argument,
12 for and against, the proposed Settlement. Plaintiff requests that the Court grant
13 preliminary approval of the Settlement and schedule a Final Approval Hearing to
14 be held not before 70 days after the date of entry of the Preliminary Approval
15 Order, in order to allow sufficient time for developing the Settlement Website and
16 providing Class Notice via email, and to allow Class Members time submit
17 exclusion requests and objections.

18 **V. CONCLUSION**

19 For all the foregoing reasons, Plaintiff respectfully requests that the Court
20 enter an order preliminarily approving the Settlement and certifying a class for
21 settlement purposes.

22 Dated: October 4, 2021

Respectfully submitted,

23
24 By: /s/ Todd M. Friedman

Todd M. Friedman (SBN 216752)

Adrian R. Bacon (SBN 280332)

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

PROOF OF SERVICE

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

On October 4, 2021, I served the following document(s) described as: **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on all interested parties in this action by placing:

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

Alexandra Hill
ahill@manatt.com
Donald R. Brown
dbrown@manatt.com
Robert H. Platt
rplatt@manatt.com
Manatt Phelps and Phillips LLP
11355 West Olympic Boulevard
Los Angeles, CA 90064-1614

BY CM/ECF: I transmitted the document(s) listed above electronically to the e-mail addresses listed above. I am readily familiar with the Court’s CM/ECF system and the transmission was reported as complete, without error.

STATE – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 4, 2021, at Woodland Hills, California.

By: /s/ Todd M. Friedman

Todd M. Friedman

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WOODLAND HILLS, CA 91364

1 Todd M. Friedman (SBN 216752)
2 Adrian R. Bacon (SBN 280332)
3 **LAW OFFICES OF TODD M. FRIEDMAN, P.C.**
4 21031 Ventura Blvd, Suite 340
5 Woodland Hills, CA 91364
6 Phone: 877-619-8966
7 Fax: 866-633-0228
8 tfriedman@toddfllaw.com
9 abacon@toddfllaw.com
10 *Attorneys for Plaintiff*

8 **UNITED STATE DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 LISA KIM, individually on behalf of
11 herself and all others similarly
12 situated,

13 Plaintiff,

14 vs.

15 TINDER, INC., a Delaware
16 corporation; MATCH GROUP, LLC,
17 a Delaware limited liability company;
18 MATCH GROUP, INC., a Delaware
19 corporation; and DOES 1 through 10,
20 inclusive, and each of them,

21 Defendants.

Case No.: 2:18-cv-3093- JFW-AS

CLASS ACTION

**DECLARATION OF TODD M.
FRIEDMAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS SETTLEMENT AND
CERTIFICATION OF
SETTLEMENT CLASS**

Assigned to the Hon. John F. Walter

Date: November 1, 2021

Time: 1:30 P.M.

Place: Courtroom 7A

Judge: Hon. John F. Walter

[Filed and Served Concurrently with
Motion for Preliminary Approval of
Class Settlement and Certification of
Settlement Class; [Proposed] Order]

DECLARATION OF TODD M. FRIEDMAN

I, TODD M. FRIEDMAN, declare:

1. I am one of the attorneys for the plaintiff in this action, Lisa Kim (“Kim” or “Plaintiff”). I am an attorney licensed to practice law in the State of California since 2001, the State of Illinois since 2002, and the State of Pennsylvania since 2011. I have been continuously licensed in California since 2001, Illinois since 2002, and Pennsylvania since 2011, and am in good standing with the California State Bar, Illinois State Bar, and Pennsylvania State Bar. I have litigated cases in both state and federal courts in California, Colorado, Florida, Ohio and Illinois. I am also admitted in every Federal district in California and have handled federal litigation in the federal districts of California.
2. The declaration is based upon my personal knowledge, except where expressly noted otherwise.
3. I submit this declaration in support of the Plaintiff’s Amended Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class in the action against defendants, Tinder, Inc., Match Group, LLC and Match Group, Inc. (“Tinder” or “Defendants”).

CASE HISTORY

4. Plaintiff filed the initial class action complaint (“Complaint”) on April 12, 2018. In the Complaint, Plaintiff alleged one cause of action for a violation of the California Unruh Civil Rights Act. Based on those allegations, Plaintiff requested restitution and statutory damages, as well as injunctive relief. Plaintiff’s claims were brought on behalf of a class of individuals who were over the age of 30, but did not receive a discount for the Tinder plus service based on their age. (Dkt. No. 1.)
5. The parties filed a joint stipulation on May 3, 2018, extending Defendants’ time to respond to Plaintiff’s Complaint to June 11, 2018.

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- 1 6. Defendants filed a Motion to Compel Arbitration or in the Alternative, stay
2 the Case on June 11, 2018. (Dkt. No. 24.)
- 3 7. Plaintiff filed a First Amended Complaint on June 22, 2018, asserting an
4 additional cause of action under the Unfair Competition Law, Cal. Bus. &
5 Prof. Code §§ 17200 *et. seq.* (“UCL”). Plaintiff sought restitution and
6 injunctive relief under this claim. (Dkt. No. 30.)
- 7 8. After extensive briefing in Defendants’ Motion, this Honorable Court
8 granted the Motion to Compel Arbitration on July 12, 2018. (Dkt. No. 44.)
- 9 9. On July 13, 2018, Plaintiff filed a notice of appeal regarding said order to the
10 Ninth Circuit Court of Appeals. (Dkt. No. 46.)
- 11 10. During the appellate process and before full briefing on the appeal, the parties
12 engaged in informal settlement discussions and eventually agreed to mediate
13 this matter on a class wide basis.
- 14 11. Thereafter, the parties engaged in informal discovery, including the exchange
15 of documents in order to determine the size and other aspects of a proposed
16 class-wide settlement, as well as information about the number of class
17 members who signed arbitration agreements, and the policies and practices
18 of Defendants.
- 19 12. On November 19, 2018, the parties attended a mediation in Los Angeles, CA
20 with the Hon. Louis M. Meisinger (Ret.) at Signature Resolution. My office
21 prepared a mediation brief, extensively reviewing the law and the facts, as
22 yielded by the evidence to date, along with several pages of exhibits.
23 Defendants submitted a similar brief. The mediation lasted late into the
24 evening, but the parties did not settle on that day. After subsequent
25 discussions under the mediator’s auspices, the parties agreed to a class-wide
26 settlement.
- 27 13. Defendants strongly contested both the legal and factual issues in this matter,
28 as evidenced by it Motion to Compel Arbitration, which was granted by this

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1 Honorable Court. (Dkt. No. 44.) Defendants further contested class
2 certification on numerous grounds as well.

3 14. With Judge Meisinger’s guidance, the parties entered into a Class Action
4 Settlement Agreement (referred to in the now-operative settlement
5 agreement as the “Former Agreement”) dated December 31, 2018.

6 15. On March 1, 2019, this Honorable Court granted Plaintiff’s Motion for
7 Preliminary Approval of Class Settlement (Dkt. No. 60), and subsequently
8 granted Final Approval on June 19, 2019, over objections by two Settlement
9 Class Members, Rich Allison and Steve Frye. (Dkt. No.90), who
10 subsequently appealed the decision.

11 16. On August 17, 2021, in a narrow 2-1 decision with a strong and lengthy
12 dissent, the 9th Circuit Court of Appeals reversed the order granting Final
13 Approval and For Attorneys’ Fees, primarily taking issue with the Clear
14 Sailing Provision on Attorneys’ Fees and the posited value of the Settlement
15 as a whole. (Dkt. No.109).

16 17. Following the Ninth Circuit’s decision, the parties, on September 3, 2021,
17 once again attended an all-day mediation with Honorable Louis M. Meisinger
18 (Ret.) of Signature Resolution, guided by the concerns expressed in the Ninth
19 Circuit’s majority opinion.

20 18. Although the case did not settle on that day, after subsequent discussions, the
21 parties reached agreement on the principal terms for a new settlement and
22 entered into an Amended Class Action Settlement Agreement dated
23 September 24, 2021 (the “Agreement”), which is *attached hereto as Ex A*.

24 **SETTLEMENT TERMS AND CLASS DEFINITION**

25 19. The Settlement Class is the same as under the Former Agreement:
26
27
28

1 “Every person in California who subscribed to Tinder Plus or Tinder Gold
2 during the Class Period¹ and at the time of subscription was at least 29 years
3 old and was charged a higher rate than younger subscribers, except those who
4 choose to opt out of the settlement class.” (Agreement § 2.21.)

5 20. Pursuant to the Agreement, Defendants will establish a non-reversionary
6 Settlement Fund in the amount of \$5,200,000 to cover the costs of (i)
7 settlement administration, including notice to the Class and processing of
8 claims for monetary relief submitted by Class Members, (ii) payment of valid
9 claims for monetary relief submitted by Class Members, (iii) Class Counsel
10 fees if awarded by the Court, and (iv) an Incentive Award to Plaintiff if
11 awarded by the Court. (Agreement § 2.22.)

12 21. The payment to Class Members who submit a valid Claim Form is
13 provisionally valued at \$50, but could increase pro rata, without limitation,
14 depending on the funds available in the Settlement Fund after deducting
15 Settlement Administration costs and any award of attorneys’ fees and costs
16 and/or an incentive payment to Plaintiff. In the unlikely event that the claims
17 rate relative to available funds would require a payment of less than \$50 for
18 valid claims, the pro rata reduction is subject to a floor of \$30. Defendants
19 have agreed to supplement the Settlement Fund if necessary to maintain a \$30
20 floor on payments. (Agreement § 3.3.)

21 22. In addition to the common fund monetary relief, Tinder will deposit (i) 50
22 free Super Likes (worth \$79.50, with each Super Like valued at its selling
23 price of \$1.59), and (ii) one Boost (worth \$7, valued at its selling price of \$7)
24 into the Tinder account of every Settlement Class Member who at that time
25 has a Tinder account, so long as the email address associated with the account
26 is the same as when the Member purchased Tinder Plus or Tinder Gold during
27

28 ¹ The Class Period Means the period from March 2, 2015 March 1, 2019.

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1 the Class Period.² Defendants shall advise Settlement Class Members via the
2 Class Notice that they must have an account in place in order to receive the
3 deposit of Super Likes and Boost. (Agreement § 3.2.)

4 23.The proposed Claim Form requires each Member to provide contact and
5 Tinder account information, an authorization for Defendants to obtain from
6 Apple or Google, as applicable, verification that the Member had purchased
7 a subscription to Tinder Plus or Tinder Gold and had not received a refund or
8 chargeback, and confirmation under penalty of perjury that the Member
9 resided in California when he or she purchased the subscription. (Agreement
10 § 5.1 and Exs. 2 and 3.)

11 24.In February 2019, as envisioned under the Former Agreement, for new
12 subscriptions to Tinder Plus or Tinder Gold purchased in California, Tinder
13 stopped offering a discounted price to subscribers under the age of 29. While
14 the Former Agreement is no longer operable, Tinder agrees in the new
15 Agreement to continue not offering a discounted price to users under the age
16 of 29 who purchase a new subscription to Tinder Plus or Tinder Gold in
17 California, including through and after the Benefit Deadline, subject to the
18 following: (a) Tinder reserves the right to offer a youth discount to
19 subscribers age 21 or younger; and (b) in the event of (i) the enactment of
20 legislation in California subsequent to the date of this Agreement that
21 specifically addresses age-based pricing and, reasonably interpreted, would
22 permit age-based pricing by Tinder using other age cut-offs, (ii) the issuance
23 subsequent to the date of this Agreement of an appellate decision by any court
24 in California to the same effect, or (iii) the enactment of legislation in
25 California subsequent to the date of this Agreement expressing a public
26 policy in favor of or benefiting a particular age group, Tinder may implement

27 _____
28 ² Settlement Class members who no longer have active accounts will be able to
activate their accounts and these benefits will be made available to them as well.

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1 age-based pricing in California consistent with such legislation or case law.
2 (Agreement § 3.4.)

3 25. Plaintiff contends that the Settlement Class as defined satisfies the
4 requirements of Rule 23 because all persons in the Settlement Class are
5 persons who allegedly suffered the same disparaging treatment by
6 Defendants. The total number of Settlement Class Members is approximately
7 240,000. Defendants represented that over 95% of the Class Members
8 entered into arbitration agreements such as the one entered into by Plaintiff.
9 This was confirmed in informal discovery by the parties. Furthermore,
10 Defendants have email addresses and names for Class Members, which will
11 assist in the ability of the Settlement Administrator to reach Class Members
12 with Notice.

13 26. The Parties propose that Epiq Class Action & Claims Solutions, Inc. (“Epiq”)
14 be appointed as the Settlement Administrator. Epiq specializes in providing
15 administrative services in class action litigation, and has extensive experience
16 in administering consumer protection and privacy class action settlements.
17 Moreover, Epiq was appointed the Settlement Administrator in connection
18 with the Former Agreement and, thus, is already familiar with the settlement
19 administration landscape in this case.

20 27. The Settlement Administrator already received contact information for the
21 Settlement Class Members in connection with the Former Agreement. (If, for
22 whatever reason, another Settlement Administrator were to be appointed,
23 Defendants could provide that Administrator with the same information it
24 previously provided to Epiq.)

25 28. The Settlement Administrator will send the Settlement Class Members a
26 direct email notice describing the settlement and explaining that Members are
27 entitled to receive settlement benefits. (Agreement § 4.4.) Given the
28 proximity in time between when Class Members were (or are) subscribers to

1 Tinder, and when Class Notice will be disseminated via direct email to every
2 Class Member, I believe that the requirements of due process will be satisfied,
3 and that this notice plan is the best notice practicable under the circumstances.
4 Providing notice by mail would be very difficult because Defendants do not
5 have mailing address information for Class Members. That information
6 would require subpoenas to Apple and/or Google, which would very likely
7 be opposed vigorously for privacy reasons. Mail notice also is not necessarily
8 any more reliable than email notice.

9 29. Defendants maintain detailed information including name and email
10 addresses, for most Settlement Class Members. As a result, it is anticipated
11 that Class Members will be easy to reach with both Notice and payment.

12 30. By reason of the Former Agreement, the Settlement Administrator previously
13 established a Settlement Website. The Administrator shall maintain the
14 Settlement Website that (i) enables Class Members to submit a claim and
15 access and download the Class Notice and Claim Form, (ii) provides contact
16 information for Class Counsel, (iii) and provides access to relevant
17 documents. Such documents shall include the Agreement and Class Notice,
18 the Preliminary Settlement Approval Order, a downloadable Claim Form for
19 anyone wanting to print a hard copy and mail in the Claim Form, the
20 Complaint, a list of frequently asked questions and answers, and when filed,
21 the Final Settlement Approval Order. The Class Notice shall include the
22 address (URL) of the Settlement Website. (Agreement § 4.5)

23 31. By the date required by the Court to send out notice, the Settlement
24 Administrator shall set up a toll-free telephone number for receiving toll-free
25 calls related to the Settlement. (Again, such a number was established in
26 connection with the Former Agreement.) (Agreement § 4.5.)

1 32.As Defendants maintain email address information for most of the Settlement
2 Class Members, Class Notice is to be provided by email to all persons with
3 valid email addresses.

4 33.Class Counsel have prepared a direct email notice in the form of Exhibit 2 to
5 the Agreement. Counsel also prepared a draft Claim Form to be provided
6 to Class Members, in the form of Exhibit 3 to the Agreement.

7 34.Defendants participated in the drafting of the Notice and the Claim Form and
8 approve the drafts, which, as noted above, are incorporated into the
9 Agreement by reference. Defendants also participated in the drafting of the
10 Motion for Preliminary Approval by making minor revisions and edits, all of
11 which were accepted. The same is true with respect to the Proposed Order
12 submitted contemporaneously to this Motion. My understanding is that the
13 Motion is uncontested.

14 35.The Class Notice adequately informs the Settlement Class Members about
15 the settlement and their rights to opt out or object to the Settlement. I believe
16 the proposed notice complies with any notice requirements. Epiq, the Parties'
17 proposed Settlement Administrator, will use the records from Defendants to
18 send out the direct email notice within thirty (30) days of receiving said
19 information.

20 36.I am unaware of any conflict of interest between Plaintiff and any putative
21 class member or between Plaintiff and Plaintiff's attorneys.

22 **RISKS OF CONTINUED LITIGATION**

23 37.Taking into account the burdens, uncertainty and risks inherent in this
24 litigation, Class Counsel have concluded that further prosecution of this
25 action could be protracted, unduly burdensome, and expensive, and that it is
26 desirable, fair, and beneficial to the class that the action now be fully and
27

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1 finally compromised, settled and terminated in the manner and upon the terms
2 and conditions set forth in the Settlement Agreement.

3 38.The named Plaintiff and her counsel believe that the claims asserted in the
4 action have merit. However, taking into account the risks of continued
5 litigation, as well as the delays and uncertainties inherent in such litigation
6 including the risks in any subsequent appeal, they believe that it is desirable
7 that the action be fully and finally compromised, settled and terminated now
8 with prejudice, and forever barred pursuant to the terms and conditions set
9 forth in this Agreement. Class Counsel have concluded that with the
10 Settlement Benefit and with the deterrent effects of the this Settlement, the
11 terms and conditions of this Agreement are fair, reasonable and adequate to
12 the proposed class, and that it is in the best interests of the proposed class to
13 settle the Action.

14 39.Further based on the currant appellate posture with this case, there are clearly
15 substantial risks regarding both merits and certification issues. Defendants'
16 arguments raise a significant risk to the claims at issue in the case, and were
17 given due weight in settlement discussions.

18 40.As such, it is my belief as class counsel that this Settlement represents an
19 outstanding result for the Class. The result that was achieved is highly
20 favorable in my opinion to the Class, and was achieved without subjecting
21 Class Members to the risks and delay associated with further litigation.

22 41.A settlement was finalized, agreed upon by all parties and counsel and a
23 formal Settlement Agreement was executed. This motion for preliminary
24 approval of class action settlement followed, which Defendants have agreed
25 the Settlement Agreement not to oppose.

26 ///

27 ///

28 ///

CLASS COUNSEL’S EXPERIENCE

42.I am the managing partner at the Law Offices of Todd M. Friedman, and co-lead counsel on this matter for Plaintiffs and the Class.

43.The Law Offices of Todd M. Friedman, P.C. seeks final approval as Class Counsel in this Action. I am informed and believe that Class Counsel are qualified and able to conduct this litigation as a class action. As one of the main plaintiff litigators of consumer rights cases in Southern of California, I have been requested to and have made regular presentations to community organizations regarding debt collection laws and consumer rights.

44.I have extensive experience prosecuting cases related to consumer issues. My firm, The Law Offices of Todd M. Friedman, P.C., in which I am a principal, has litigated over 1000 individual based consumer and employment cases and litigated over 300 consumer and employment class actions. These class actions were litigated in federal courts in California, as well as California State Courts. Approximately 100% percent of my practice concerns consumer and employment litigation in general.

45.Therefore, my experience in litigating class actions and my years in practice allow me to provide outstanding representation to the Settlement Class. I will continue to strive to fairly, responsibly, vigorously and adequately represent the putative class members in this action.

46.The Law Offices of Todd M. Friedman has served as plaintiff’s counsel in at least the following class actions where a settlement was reached on a class-wide basis and has achieved over \$300,000,000 in class-wide relief for consumers and employees.

- 1 a. *Dancer v. L.A. Times*, BC472154 (L.A. Superior Court) (common fund
2 class-wide settlement of \$3 million to \$4 million; final approval
3 granted);
- 4 b. *Couser v. Comenity Bank*, 3:12-cv-02484-MMA-BGS (S.D. Cal.)
5 (\$8.475 million class-wide settlement achieved; final approval
6 granted);
- 7 c. *Stemple v. QC Financial Services Group of California, Inc.*, 3:12-cv-
8 01997-CAB-WVG (S.D. Cal.) (certified class achieved by motion, and
9 subsequent class-wide settlement of \$1.5 million achieved; final
10 approval granted);
- 11 d. *Couser v. Apria Healthcare, Inc.* 8:13-cv-00035-JVS-RNB (C.D. Cal.)
12 (common fund class-wide settlement of \$400,000 to \$750,000; final
13 approval granted);
- 14 e. *Abdeljalil v. General Electric Capital Corporation*, 12-CV-02078-
15 IEG-RBB (S.D. Cal.) (class-wide settlement with common fund of
16 \$6.125 million achieved; final approval granted);
- 17 f. *Fox v. Asset Acceptance*, 3:13-CV-00922-DMS-BGS (S.D. Cal.)
18 (common fund of \$1 million in class-wide relief achieved; final
19 approval granted);
- 20 g. *Friedman v. LAC Basketball Club, Inc.*, 2:13-cv-00818-CBM-AN
21 (C.D. Cal.) (class-wide settlement achieved; final approval granted);
- 22 h. *Gerich et al. v. Chase Bank USA et al.* Case No 1:12-cv-5510 (N.D.
23 Ill.) (class-wide settlement of \$34 million; final approval granted);
- 24 i. *Than Zaw v Nelnet, Inc.*, Penal Code § 632 class – (Achieved class-
25 wide settlement of \$1,188,110; final approval granted);
- 26 j. *Medeiros v HSBC*, (common fund settlement of \$4.5 million - \$6.5
27 million achieved; final approval granted);
- 28

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- 1 k. *Ann Fox v. Spectrum Club Holding Company et al.*, Case No. 2:14-
2 CV-06766-PSG-FFMx (class-wide settlement; final approval
3 granted);
- 4 l. *Sayan Aboudi v. T-Mobile USA, Inc.*, Case No. 3:12-cv-02169-BTM-
5 NLS (class-wide settlement in TCPA case, with common fund of \$2.5
6 million to \$5 million and average per class member payment of \$500;
7 final approval granted);
- 8 m. *Andrew Roseman v. BGASC, LLC, et al.*, Case No. EDCV 15-1100-
9 VAP (SPx) (C.D. Cal.) (class-wide relief achieved; final approval
10 granted);
- 11 n. *Everado Gonzalez v The Scotts Company*, Case No. BC577875,
12 Consolidated with Case No: BC570350 (LASC) (class-wide
13 settlement of \$925,000 in wage and hour class action on behalf of
14 approximately 603 employees achieved; final approval granted);
- 15 o. *Payton v Luxe Valet*, Case No. BC588462 (LASC) (\$2.4 million class-
16 wide settlement on behalf of 1,800 employees misclassified as
17 independent contractor; final approval granted);
- 18 p. *Shelby v Two Jinn, Inc.*, Case No. 2:15-cv-03794-AB-GJS (C.D. Cal.)
19 (EFTA class action involving no cognizable actual damages, with
20 company net worth of \$25 million, settled for non-reversionary
21 common fund of \$457,000, despite liability under 15 U.S. Code §
22 1693m(a) likely being only \$250,000; zero objections; final approval
23 granted);
- 24 q. *Couser v Dish One Satellite*, Case No. 5:15-cv-02218-CBM-DTB
25 (C.D. Cal.) (TCPA class action; final approval granted);
- 26 r. *Couser v Dish One Satellite*, Case No. RIC 1603185 (Riverside S.C.)
27 (Penal Code 632 class action; final approval granted);
28

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- 1 s. *De La Paz v Accurate Courier NCA LLC*, Case No. 16CV00555 (Santa
2 Cruz County Superior Court) (PAGA and Labor Code class action;
3 final approval granted);
- 4 t. *Ross v Zurixx LLC*, Case No. 34-2016-00190874 (Sacramento SC)
5 (UCL, FAL and CLRA class action alleging false advertising for real
6 estate educational courses, non-reversionary common fund settlement
7 for over \$600 per class member; final approval granted);
- 8 u. *Eubank v Terminix International, Inc.*, Case No. 3:15-cv-00145-
9 WQH-JMA (PAGA settlement reached in wage and hour action on
10 behalf of pest control technicians; final approval granted);
- 11 v. *Holland v Tenet Healthcare Corporation*, Case No. 15CVP0226
12 (Superior Court of San Luis Obispo County) (PAGA settlement
13 reached in wage and hour action on behalf of nurses; final approval
14 granted);
- 15 w. *Jonathan Weisberg, v. HD Supply, Inc.*, Case No. 15-cv-08248-FMO
16 (MRWx) (class-wide settlement in TCPA class action, settled for
17 \$1.225 million; final approval granted);
- 18 x. *Miler v Pacific Auto Wash Partners*, Case No. 30-2015-00813013-
19 CU-OE-CXC (wage and hour class action; final approval granted);
- 20 y. *Sonia Barrientos v Law Office of Jeffrey H. Jordan*, Case No. 2:15-cv-
21 06282-JAK-GJS (FDCPA/RFDCPA letter class action, settled on class
22 wide basis; final approval granted);
- 23 z. *Tahmasian v Midway Rent A Car*, Case No. 30-2015-00813013-CU-
24 OE-CXC (LASC) (PAGA and Labor Code class action; final approval
25 granted);
- 26 aa. *Craig Cunningham v Lexington Law Firm*, Case No. 1:17-cv-00087-
27 EJF (N.D. UT) (TCPA class action MDL involving solicitation
28

1 prerecorded voice calls made by a third party, vicarious liability
2 alleged; final approval granted).

3 bb. *Sheena Raffin v Mediacredit, Inc.*, et al., Case No. 2:15-cv-04912-
4 MWF-PJW (C.D. Cal.) (Cal. Penal Code § 632.7 class action certified
5 by Hon. George H. King Ret under Rule 23(b)(2) and (b)(3) by
6 contested motion on behalf of 11,000 class members whose calls were
7 recorded without knowledge or consent, settled for \$5 million; final
8 approval granted);

9 cc. *Fernandez v Reliance Home Services, Inc.* Case No. BC607572 Los
10 Angeles Superior Court (wage and hour plus PAGA class action; final
11 approval granted);

12 dd. *Anne Wolf v Hewlett Packard Company*, Case No. 5:15-cv-01221-
13 TJH-GJS (C.D. Cal.) (CLRA class action certified by contested motion
14 on behalf of tens of thousands of consumers who purchased printer that
15 was falsely advertised to include Smart Install feature, settled on a
16 wider multi-state, multi-product basis; final approval granted);

17 ee. *Jaylinda Girardot et al v. Bail Hotline Bail Bonds, Inc.*, Case No.
18 BC700131 Los Angeles County Superior Court (wage and hour plus
19 PAGA class action; final approval granted);

20 ff. *Ryoo Dental, Inc. v OCO Biomedical, Inc.*, Case No. 8:16-cv-01626-
21 DOC-KES (TCPA fax blast class action, settled on class-wide basis;
22 final approval granted);

23 gg. *Wondra Curtis v The Anthem Companies, Inc.*, Case No. 8:16-cv-
24 01654-DOC-JCG (wage and hour class action for off the clock work,
25 settled on class-wide basis; final approval granted);

26 hh. *Weinberg v Clariant, Inc.* Case No. 56-2017-00494914-CU-NP-VTA
27 Ventura County Superior Court (Rosenthal Fair Debt Collection
28 Practices Act class action settled on behalf of 1,830 class members for

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- 1 privacy infringements through clear envelope debt collection letters;
2 final approval granted);
- 3 ii. *Aliav v Sunset Eats, LLC*, Case No. BC655401 Los Angeles Superior
4 Court (false advertising class action on behalf of approximately 10,000
5 consumers, settled on class-wide basis; final approval granted);
- 6 jj. *Alfred Zaklit, et al. v. Nationstar Mortgage LLC*, Case No. 5:15-cv-
7 02190-CAS-KK (C.D. Cal.) (Cal. Penal Code § 632.7 class action
8 certified by contested motion under Rule 23(b)(2) and (b)(3) on behalf
9 of over 40,000 class members whose calls were recorded without
10 knowledge or consent; final approval granted);
- 11 kk. *Mark Silva v. Olson and Co. Steel*, Case No. 17CV001045 (Contra
12 Costa County Superior Court) (wage and hour class action settled on
13 behalf of 563 class members, final approval granted);
- 14 ll. *Manopla v. Home Depot USA, Inc.* Case No. 15-1120 (D. N.J.) (TCPA
15 class action; final approval granted);
- 16 mm. *Cawthorne v Rush Truck Centers of California, Inc.* Case No. 5:17-cv-
17 01541-JGB-SP (wage and hour class action on behalf of 560
18 employees; final approval granted);
- 19 nn. *Lizama v Medical Data Systems, Inc.* Case No. 34-2017-00210986-
20 CU-NP-GDS (Sacramento County Superior Court) (Penal Code 632.7
21 class action alleging illegal call recording, settled for \$2.2 million on
22 behalf of over 30,000 consumers, final approval granted);
- 23 oo. *Romano v SCI, Inc.* Case No. 2:17-cv-03537-ODW-JEM (wage and
24 hour class action for independent contractor misclassification, settled
25 for \$2.5 million on behalf of 230 employees, final approval granted);
- 26 pp. *Edward Makaron v. Enagic USA, Inc.*, Case No. 2:15-cv-05145-DDP-
27 E (C.D. Cal.) (TCPA class action certified on behalf of approximately
28 2,000,000 class members under Rule 23(b)(2) and 23(b)(3),

- 1 subsequently settled on a Rule 23(b)(2) and 23(b)(3) basis, final
2 approval granted);
- 3 qq. *Walsh v Fry's Electronics, Inc.* Case No. MSC18-01681 (Contra Costa
4 County Superior Court) (Gift Card Act, CLRA, UCL, FAL class action
5 settled for class-wide public injunctive relief; final approval granted);
- 6 rr. *In RE HP Firmware Update Litigation*, Case No. 5:16-cv-05820-EJD
7 (N.D. Cal.) (co-lead class counsel in consolidated Unfair Competition
8 class action alleging HP pushed a firmware update on consumers'
9 printers that blocked their ability to use third party ink cartridges,
10 preliminary approval granted; final approval granted);
- 11 ss. *Nishimoto v T&S Business Corporation*, Case No. 34-2017-00211426
12 (Sacramento County Superior Court) (wage and hour and PAGA class
13 action on behalf of janitorial workers; final approval granted);
- 14 tt. *Rodriguez v. Experian Information Solutions, Inc. et. al.* Case No.
15 2:15-cv-01224-RAJ (W.D. Wash.) (FCRA class action for improper
16 credit pulls; certified under Rule 23 by contested motion, and settled
17 on class-wide basis, final approval granted);
- 18 uu. *Ahmed v HSBC Bank USA*, Case No. 5:15-cv-02057-FMO (SPx) (C.D.
19 Cal.) (TCPA class; final approval granted);
- 20 vv. *Garcia et. al. v. HMS Host, Inc.*, Case Jo. 17-cv-03069-RS (N.D. Cal.)
21 (wage and hour class action, final approval granted);
- 22 ww. *Aiken v. Malcolm Cisneros, A Law Corporation*, Case No. 5:17-cv-
23 02462-JLS-SP (C.D. Cal.) (Fair Debt Collection Practices Act class
24 action, settled on class wide basis, preliminary approval granted);
- 25 xx. *Bonilla, et al. v. Windsor Fashion, LLC*, Case No. CIVDS1723088
26 (wage and hour class action settled on behalf of over 5,000 employees,
27 final approval granted);
- 28

- 1 yy. *Medina v. Enhanced Recovery Company, LLC*, Case No. 2:15-cv-
2 14342-JEM/MAYNARD (S.D. Fla.) (TCPA class settlement common
3 fund of \$1.45M, final approval granted);
- 4 zz. *Pena v. John C Heath Attorney at Law, PLLC*, Case No. 1:18-cv-
5 24407-UU (S.D. FL.) (consolidated TCPA class action, final approval
6 granted);
- 7 aaa. *Griffey v. TA Operating, LLC*, Case No. CIVDS1907259 (San
8 Bernardino County Superior Court) (PAGA settlement \$390,000; final
9 approval granted);
- 10 bbb. *D'Angelo Santana v. Rady Children's Hospital*, Case No. 37-2014-
11 00022411-CU-MT-CTL (San Diego County Superior Court)
12 (Confidentiality of Medical Information Act, Cal. Civ. Code § 56, *et*
13 *seq.* class settlement; final approval granted);
- 14 ccc. *Chavis v. Three Group, Inc.*, Case No. 18STCV08737 (Los Angeles
15 County Superior Court) (wage and hour PAGA settlement on behalf
16 of dancers alleging contractor misclassification; final approval
17 granted);
- 18 ddd. *Fabricant v. AmeriSave Mortgage Corporation*, Case No. 2:19-cv-
19 04659-AB-AS (C.D. Cal.) (\$6.25 million common fund TCPA class
20 action settlement, final approval granted);
- 21 eee. *El Nasleh v. California Spaghetti Restaurants, Inc.*, Case No.
22 CIVDS1812587 (San Bernardino County Superior Court)
23 (consolidated wage and hour class action settlement on behalf of
24 restaurant employees settled for \$1.5M, preliminary approval
25 granted);
- 26 fff. *Nizam v. Phiadon International USA, Inc.*, Case No. CGC-20-582322
27 (San Francisco Superior Court) (wage and hour misclassification class
28 action settlement, preliminary approval pending);

- 1 ggg. *Martinez v Mattucini Plumbing, Inc.*, Case No. 18TRCV00133 (Los
2 Angeles Superior Court) (wage and hour class action settlement on
3 behalf of plumbers, preliminary approval pending);
- 4 hhh. *Western Dental Wage and Hour Cases*, JCCP No. 5079 (County of
5 Sacramento) (consolidated JCCP wage and hour class action
6 settlement, LOTMF acted as lead liaison counsel on behalf of dental
7 employees, preliminary approval pending);
- 8 iii. *Cohen v. Coca-Cola Refreshments, USA, Inc.*, Case No. 2:19-cv-
9 04083-JAK (PLAx) (C.D. Cal.) (wage and hour class action settlement
10 on behalf of trucking employees, final approval pending);
- 11 jjj. *Barron v Paragon Building Maintenance, Inc.*, Case No. BC713754
12 (Los Angeles Superior Court) (wage and hour class action settlement
13 on behalf of janitorial employees, final approval granted);
- 14 kkk. *Randolph v. Amazon.com LLC et. al.*, Case No. 37-2017-00011078-
15 CU-OE-CTL (San Diego County Superior Court) (wage and hour class
16 action settlement on behalf of delivery drivers, preliminary approval
17 granted final approval granted);
- 18 lll. *Barnett v Trigram Education Partners, LLC*, Case No. ESX-L-
19 006106-20 (N.J. Superior Court county of Essex) (wage and hour class
20 action settlement on behalf of university employees, preliminary
21 approval pending);
- 22 mmm. *Dilworth v Hong Holdings, LLC* Case No. 19STCV24101 (Los
23 Angeles Superior Court) (consolidated wage and hour class action
24 settlement on behalf of gas station employees, preliminary approval
25 pending);
- 26 nnn. *Marko, et al. v. Doordash, Inc.*, Case No. BC659841 (Los Angeles
27 County Superior Court) (First-filed and co-lead counsel in
28 consolidated gig economy misclassification class action on behalf of

1 delivery drivers, secured \$100 million common fund settlement,
2 largest gig economy class settlement to date; preliminary approval
3 granted);

4 ooo. *Winters v Two Towns Ciderhouse, Inc.* Case No. 20-cv-00468-BAS-
5 BGS (S.D. Cal.) (nationwide false advertising class action settlement
6 on behalf of consumers who purchased mislabeled products,
7 preliminary approval granted, final approval granted);

8 ppp. *Vaccaro v Delta Drugs II, Inc.*, Case No. 20STCV28871 (Los Angeles
9 Superior Court) (CIPA class action settlement on behalf of consumers,
10 preliminary approval pending);

11 qqq. *Vaccaro v Super Care, Inc.*, Case No. 20STCV03833 (Los Angeles
12 Superior Court) (CIPA class action settlement on behalf of over 50,000
13 consumers, preliminary approval pending);

14 rrr. *Mansour v. Bumble, Inc.*, Case No. RIC1810011 (Riverside Superior
15 Court) (Largest Unruh Act class settlement in the history of statute,
16 \$70M in classwide benefits on behalf of 2 million consumers;
17 preliminary approval granted);

18 sss. *Caldera v. American Medical Collection Association*, (C.D. Cal.) Case
19 No. 2:16-cv-00381-CBM-AJW (TCPA class action certified by
20 contested motion, settled on classwide basis out of bankruptcy
21 proceeding, preliminary approval granted);

22 ttt. *Hale v. Mana Pro Products, LLC*, Case No. 2:18-cv-00209-KJM-DB
23 (E.D. Cal.) (false advertising class action, final approval granted); and

24 uuu. *Aleksanian, et al. v. Enrich Financial, Inc.*, Case No. BC698829 (Los
25 Angeles County Superior Court) (certified class by contested motion
26 under Credit Repair Organization Act, California Credit Services Act
27 and Federal Credit Repair Organization Act, preliminary approval
28 pending).

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2 47. In addition, my firm also certified the following cases as class actions by
3 contested motion and was appointed class counsel:

- 4 a. *Anne Wolf v. Hewlett Packard Company*, Case No. 5:15-cv-01221-
5 TJH-GJS (C.D. Cal.) (class action certified by contested motion on
6 behalf of tens of thousands of class members who purchased printer
7 that was falsely advertised to include Smart Install feature);
- 8 b. *Caldera v. American Medical Collection Association*, Case No.
9 2:16-cv-00381-CBM-AJW (C.D. Cal.) (TCPA class action
10 certified by contested motion);
- 11 c. *Alfred Zaklit, et al. v. Nationstar Mortgage LLC*, Case No. 5:15-cv-
12 02190-CAS-KK (C.D. Cal.) Cal. Penal Code § 632.7 class action
13 certified under Rule 23(b)(2) and (b)(3) on behalf of class members
14 whose calls were recorded without knowledge or consent);
- 15 d. *D'Angelo Santana v. Rady Children's Hospital*, Case No. 37-2014-
16 00022411-CU-MT-CTL (San Diego County Superior Court)
17 (Confidentiality of Medical Information Act, Cal. Civ. Code § 56,
18 *et seq.*);
- 19 e. *Edward Makaron v. Enagic USA, Inc.*, Case No. 2:15-cv-05145-
20 DDP-E (C.D. Cal.) (TCPA class action certified on behalf of
21 approximately 2,000,000 class members under Rule 23(b)(2) and
22 23(b)(3));
- 23 f. *Rodriguez v. Experian Information Solutions, Inc., et al.*, Case No.
24 2:15-cv-01224-RAJ (W.D. Wash.) (FCRA class action for
25 improper credit pulls; certified under Rule 23);
- 26 g. *Sheena Raffin v. Mediacredit, Inc., et al.*, Case No. 2:15-cv-04912-
27 MWF-PJW (C.D. Cal.) (Cal. Penal Code § 632.7 class action
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1 certified by Hon. George H. King Ret. under Rule 23(b)(2) and
2 (b)(3) on behalf of class members whose calls were recorded
3 without knowledge or consent);

4 h. *Stemple v. QC Financial Services Group of California, Inc.*, Case
5 No. 3:12-cv-01997-CAB-WVG (S.D. Cal.) (certified class
6 achieved by motion, and subsequent class-wide settlement);

7 i. *Abdeljalil v. General Electric Capital Corporation*, Case No. 12-
8 CV-02078-IEG-RBB (S.D. Cal.) (certified class achieved by
9 motion, and subsequent class-wide settlement);

10 j. *Aleksanian, et al. v. Enrich Financial, Inc.*, Case No. BC698829
11 (Los Angeles County Superior Court) (certified class under Credit
12 Repair Organization Act, California Credit Services Act and
13 Federal Credit Repair Organization Act);

14 k. *McCurley v Royal Seas Cruises, Inc.*, Case No. 17-cv-986 BAS
15 (AGS) (one of, if not the first TCPA class actions certified by
16 contested motion on a contested manufactured consent theory,
17 certified on behalf of over 2 million consumers).

18 48. My partner Adrian Bacon, who worked extensively on this litigation as well,
19 has has been licensed to practice since 2011 and has worked as a plaintiffs'
20 side class action litigation attorney for the duration of his career. Prior to
21 receiving his law license, he worked for the Federal Trade Commission, and
22 was involved in several "sweeps" including one dubbed Operation
23 Shortchange, where the FTC shut down a series of scammers who were
24 taking advantage of consumers during the financial downturn and achieved a
25 multi-nine figure judgment against them which made headlines. He also
26 worked on and participated in a federal raid, referred to as an "Immediate
27 Access" and thereafter a receivership against a scam boiler room posing as
28 part of the Obamacare plan by selling fake medical discount cards to

1 vulnerable sick people during the last economic downturn. The company was
2 bilking people out of their last savings by selling them substitutes for medical
3 insurance through bogus discount cards that were not recognized or accepted
4 anywhere that they were advertised. He was part of the team that shut down
5 their operations in Tempe Arizona along with a team of agents and federal
6 marshals.

7 49. Once licensed to practice, he began by working at Strange & Carpenter as an
8 associate on consumer protection class actions, including heading up the
9 document production team on the Toyota Unintended Acceleration
10 Litigation. While there, he drafted and worked on several published opinions,
11 including a Ninth Circuit decision *Corvello v. Wells Fargo* and the now
12 heavily-cited opinion *Nguyen v. Barnes & Noble* denying a motion to compel
13 arbitration, which was upheld by the Ninth Circuit.

14 50. Mr. Bacon left the firm and went to work at Marlin & Saltzman in their
15 Orange County office under Louis M. Marlin, a highly decorated retired class
16 action attorney, and now respected mediator. Marlin & Saltzman is a class
17 action litigation firm that specializes in wage and hour class actions. He
18 worked there for two years and was appointed class counsel on several wage
19 and hour class actions. He was instrumental in favorably settling one such
20 class action against Ikea for more than twice what the company came to
21 mediation willing to pay, which is cited below.

22 51. In 2014 he lateralled over to The Law Offices of Todd M. Friedman, where
23 he has served as the head of litigation at the office for the past seven years.
24 He was made a partner in 2018 after having certified and settled numerous
25 class actions for clients of our firm and helped revamp our litigation
26 department. Almost every single one of the class actions that our firm has
27 settled, certified or otherwise litigated in earnest on behalf of our clients out
28 of our California office have been cases that he has overseen with me.

1 52.Mr. Bacon has argued multiple class action cases before the Ninth Circuit,
2 Eleventh Circuit, Second Circuit, and California Supreme Court, including
3 *Gallion v United States*, 772 Fed.Appx. 604 (9th Cir. July 8, 2019), *Smith v.*
4 *LoanMe, Inc.*, 11 Cal.5th 183 (Cal. S.Ct. 2021), and *Soliman v. Subway*
5 *Franchisee Advertising Fund Trust, Ltd.*, 999 F.3d 828 (2nd Cir. 2021). He
6 has assisted in briefing on two United States Supreme Court cases, and been
7 the primary author of Amicus briefs to the US. Supreme Court, as well as
8 multiple comments to federal regulators including the FCC for advancement
9 of consumer privacy rights.

10 53.In addition to our firm’s experience, Mr. Bacon has separately been approved
11 as class counsel at his prior firm on several wage and hour class action
12 matters, including the following:

- 13 a. *Miller v. Ikea California, LLC* , Case No.: 30-2009 00331682,
14 California Superior Court County of Orange (\$5.75M class settlement
15 granted final approval);
- 16 b. *David Paiva et al v. Denny Corporation et al.*, Case No. 37-2010-
17 00103831-CU-OE-CTL, California Superior Court County of San
18 Diego (granted final approval); and
- 19 c. *Juan Martinez et al v. Valley Pride, Inc. et al.*, Case No. M108688,
20 California Superior Court County of Monterey (granted final
21 approval).

22 54.It is this level of experience for both myself and Mr. Bacon that enabled the
23 firm to undertake the instant matter and to successfully combat the resources
24 of the Defendant and their capable and experienced counsel. On account of
25 the concerted and dedicated effort this case demanded in order to properly
26 handle and prosecute, my office and our co-counsel were precluded from
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1 taking other cases, and in fact, had to turn away other potential fee generating
2 cases.

3 55. Neither my firm nor Plaintiff have any conflicts of interest with the Class
4 Members.

5 56. Attached hereto as Exhibit A is a true and correct copy of the Settlement
6 Agreement. The attachments to the Settlement are attached hereto as Exhibits
7 A-1 to A-4.

8 I declare under penalty of perjury under the laws of California and the United
9 States of America that the foregoing is true and correct, and that this declaration
10 was executed on October 4, 2021.

11 By: /s/ Todd M. Friedman
12 Todd M. Friedman, Esq.

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EXHIBIT A

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AMENDED CLASS ACTION SETTLEMENT AGREEMENT

This amended class action settlement agreement (“Agreement”) is entered into this 24th day of September 2021, between Lisa Kim (“Plaintiff”), individually and as class representative of the Settlement Class defined in Section II below, and Tinder, Inc., Match Group, LLC, and Match Group, Inc. (collectively, “Defendants”).¹ Plaintiff and Defendants are jointly referred to as the “Parties.”

I. RECITALS

1.1. On April 12, 2018, Plaintiff commenced this Litigation in the U.S. District Court for the Central District of California, asserting a claim against Defendants for violation of California’s Unruh Civil Rights Act, Cal. Civ. Code § 51 *et seq.* (“Unruh Act”). On June 22, 2018, Plaintiff filed a First Amended Complaint that added a claim for violation of California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*

1.2. Plaintiff alleged in support of her claims in the Litigation that users of the Tinder app in California who purchased a subscription to Tinder Plus—a suite of premium features that may be added to the app—were charged a higher price for the subscription if they were 30 years of age or older. Plaintiff asserted the claims on behalf of a putative class defined in the First Amended Complaint as “All persons in California that purchased Tinder Plus, who were over the age of 30, and who did not receive a discount for the Tinder Plus service due to their age.” As

¹ Pursuant to a merger in 2017, Tinder, Inc.’s assets and liabilities were acquired by Match Group, LLC.

relief, Plaintiff requested restitution of fees paid for Tinder Plus, statutory damages under the Unruh Act, reasonable attorneys' fees and costs, and equitable and injunctive relief.

1.3. Defendants moved to compel arbitration of Plaintiff's claims based on an arbitration agreement in the Tinder app's Terms of Use. The Court granted the motion, and Plaintiff appealed.

1.4. During the pendency of the appeal, the Parties engaged in settlement discussions. During those discussions, Plaintiff's Counsel raised the possibility of asserting claims on the same legal theory with respect to Tinder Gold, another set of premium features for the Tinder app for which younger subscribers received a discount. Defendants explained that, contrary to the allegation in the Litigation regarding an under-30 discount, the discount for Tinder Plus (and for Tinder Gold) applied to subscribers under the age of 29 rather than under the age of 30. Defendants also explained that at least 230,000 individuals in California had purchased a subscription to Tinder Plus or Tinder Gold when they were at least 29 years of age.

1.5. The Parties eventually attended a mediation with Retired Judge Louis Meisinger, where the Parties agreed to the terms memorialized in the Parties' original Class Action Settlement Agreement (the "Former Agreement"), which pertain to both Tinder Plus and Tinder Gold. The Parties obtained final approval by the Court of the settlement intended under the Former Agreement, and judgment was entered accordingly.

1.6. Following entry of judgment, two objectors appealed the order of final approval and the judgment, so the Parties refrained from implementing the terms of the Former Agreement, with the exception that, in February 2019, Tinder modified its pricing for new subscriptions to Tinder Plus and Tinder Gold that were purchased in California by no longer charging a lower amount for a subscription to subscribers under the age of 29.

1.7. On August 17, 2021, the Ninth Circuit vacated the judgment. The Parties attempted to negotiate a new settlement but were unsuccessful, so they participated in a second mediation, again conducted by Judge Meisinger. Following the mediation, the parties agreed to a new settlement that offers additional benefits to the Settlement Class.

1.8. Accordingly, the Parties agree, subject to approval by the Court, that the Claims, which for purposes of this settlement pertain to both Tinder Plus and Tinder Gold, shall be fully and finally compromised, settled and released on the terms and conditions set forth in this Agreement.

1.9. Plaintiff's Counsel have evaluated the merits of the Parties' contentions and this settlement as it affects the Parties and the Settlement Class Members as well as the risks of continued litigation of the Claims, which include not prevailing on a motion for class certification, and not establishing liability and damages for purposes of the Claims. Plaintiff and Plaintiff's Counsel, after taking into account the foregoing, along with other risks, delay and the costs of further litigation, are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that a settlement of the Claims and the prompt provision of monetary and other effective relief to the Settlement Class Members are in the best interests of those Members.

1.10. Defendants deny Plaintiff's allegations and charges of wrongdoing or liability regarding the Claims and also deny that Plaintiff or any Member of the Settlement Class has suffered damage or harm by reason of Defendants' alleged conduct. Nonetheless, Defendants wish to resolve the Claims on the terms stated herein, in order to avoid further burden, expense, inconvenience, and interference with their ongoing business operations. Therefore, Defendants

have determined that settlement of the Claims on the terms set forth herein is in their best interests.

1.11. This Agreement reflects a compromise between the Parties, and shall in no event be construed as or be deemed an admission or concession by any Party of the truth of any allegation or the validity of any purported claim or defense asserted in any of the pleadings regarding the Claims, or of any fault on the part of Plaintiff or Defendants, and all such allegations are expressly denied. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability or non-liability by or against any Party.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree to this settlement, subject to Court approval, under the following terms and conditions:

II. DEFINITIONS

Capitalized terms in this Agreement shall be defined as follows:

2.1. “Agreement” means this Amended Class Action Settlement Agreement, including all exhibits.

2.2. “Benefit Deadline” means 45 days after the Effective Date, unless the Effective Date is also the date of Final Approval, in which case “Benefit Deadline” means 75 days after the Effective Date.

2.3. “Claim Form” means a form submitted by a Settlement Class Member in accordance with Section 5.1, substantially in the same form as Exhibit 3.

2.4. “Claims” are the claims based upon allegedly discriminatory age-based pricing differentials that are asserted or could have been asserted in the Litigation, including claims pertaining to Tinder Plus and Tinder Gold, as described in Sections 1.1 through 1.5 above.

2.5. “Class Notice” means a notice in substantially the same form as Exhibit 2.

2.6. “Class Period” means the period from March 2, 2015 through March 1, 2019.

2.7. “Court” means the United States District Judge of the United States District Court for the Central District of California presiding over the Litigation, which to date has been Hon. John F. Walter.

2.8. “Defendants’ Counsel” means the law firm of Manatt Phelps & Phillips, LLP.

2.9. “Effective Date” means (a) if there are no objectors to the settlement contemplated by this Agreement, the date of the Court’s Final Approval of this Agreement; or (b) if there are objectors, the later of: (i) the expiration date of the time for filing a notice of appeal from Final Approval if no notice of appeal is filed; or (ii) if a notice of appeal is filed, but Final Approval is affirmed or the appeal is dismissed, the date upon which all applications for further review in the federal appellate courts have expired without such an application having been filed.

2.10. “Final Approval” means entry of a judgment, substantially in the form of Exhibit 4, granting final approval of this Agreement as binding upon the Parties and the Settlement Class, which shall constitute a judgment respecting the Claims.

2.11. “Litigation” means *Kim v. Tinder, Inc., et al.*, United States District Court for the Central District of California, Case No. 2:18-cv-03093-JFW-AS.

2.12. “Member” or “Settlement Class Member” means a member of the Settlement Class.

2.13. “Notice Date” means the day on which the Settlement Administrator emails the Class Notice to the Settlement Class in accordance with Section 4.4 of this Agreement.

2.14. “Parties” means Plaintiff and Defendants, collectively, and “Party” means any of Plaintiff or Defendants.

2.15. “Plaintiff’s Counsel” means Law Offices of Todd M. Friedman, P.C., and Kristensen, LLP.

2.16. “Plaintiff Releasers” means Plaintiff’s predecessors, successors, heirs, trusts, executors, assigns, personal representatives, attorneys, and family members.

2.17. “Preliminary Approval” means issuance of an Order by the Court, substantially in the form of Exhibit 1, granting preliminary approval of the settlement described in this Agreement.

2.18. “Released Claims” means the claims released as set forth in Sections 8.1 through 8.3 of this Agreement.

2.19. “Released Parties” means Defendants and their respective current and former subsidiaries, parents, affiliates, divisions, officers, directors, members, managers, shareholders, insurers, employees, agents, attorneys, legal representatives, heirs, predecessors, successors, and assigns.

2.20. “Settlement Administrator” means Epiq, unless another independent administrator is agreed upon by the Parties and approved by the Court.

2.21. “Settlement Class” means every person in California who subscribed to Tinder Plus or Tinder Gold during the Class Period and at the time of the subscription was at least 29 years old and was charged a higher rate than younger subscribers, except those who choose to opt out of the Settlement Class.

2.22. “Settlement Fund” means a non-reversionary fund in the amount of \$5.2 Million to be deposited by Defendants for the purpose of paying (i) Valid Claims, (ii) settlement

administration fees and costs, (iii) an incentive fee, if any, awarded to plaintiff Lisa Kim, and (iv) an award, if any, of attorneys' fees and costs to Plaintiff's Counsel.

2.23. "Settlement Website" means the internet website established pursuant to Section 4.5 of this Agreement and the Preliminary Approval Order.

2.24. "Tinder," except when referring to the Tinder app, means and includes Match Group, LLC, which in 2017 acquired the assets and liabilities of Tinder, Inc. (with the result that Tinder, Inc. itself no longer exists).

2.25. "Valid Claim" means a claim submitted in compliance with Part V of this Agreement.

III. SETTLEMENT BENEFITS

3.1. No Purchase Required. No Class Member will be required to make any purchase in order to obtain any benefits under this settlement.

3.2. Free Super Likes and Boost to Every Member with a Tinder Account. By the Benefit Deadline, Tinder will deposit (i) 50 free Super Likes (worth \$79.50, with each Super Like valued at its selling price of \$1.59), and one Boost (worth \$7, valued at its selling price of \$7) into the Tinder account of every Settlement Class Member who at that time has a Tinder account, so long as the email address associated with the account is the same as when the Member purchased Tinder Plus or Tinder Gold during the Class Period. Defendants shall advise Settlement Class Members via the Class Notice that they must have an account in place in order to receive the deposit of Super Likes and Boost.

3.3. Payment to Every Member Who Submits a Valid Claim Form. Every Settlement Class Member, in addition to receiving a deposit of Super Likes and Boost under Section 3.2 above, is eligible to apply for a monetary payment by submitting a Claim Form. The payment

will be in the amount of \$50, subject to the following potential adjustments, and will be made in the form of a check that will be mailed by the Settlement Administrator:

- (a) To the extent the amount of the Settlement Fund (\$5.2 Million) would otherwise end up exceeding the total amount of all payments for which the Settlement Fund is intended to be the source of payment (the types of payments covered by the Settlement Fund are listed in Section 2.22 above), the \$50 payment for each Valid Claim will be increased pro rata.
- (b) Conversely, to the extent the amount of the Settlement Fund would otherwise end up being less than the total amount of payments for which the Settlement Fund is intended to be the source of payment, the \$50 payment for each Valid Claim will be decreased pro rata, subject to a floor of \$30 per Valid Claim. Defendants shall increase the Settlement Fund amount in order to enable payment in the amount of \$30 for each Valid Claim.

Payment shall be mailed by the Benefit Deadline for every Member whose Claim Form is determined to present a Valid Claim. As discussed in more detail in Section 5.2, valid claims submitted in connection with the previous settlement will be honored.

3.4. Change of Practice. In February 2019, as envisioned under the Former Agreement, for new subscriptions to Tinder Plus or Tinder Gold purchased in California, Tinder stopped offering a discounted price to subscribers under the age of 29. While the Former Agreement is no longer operable, Tinder hereby agrees to continue not offering a discounted price to users under the age of 29 who purchase a new subscription to Tinder Plus or Tinder Gold in California, including through and after the Benefit Deadline, subject to the following: (a)

Tinder reserves the right to offer a youth discount to subscribers age 21 or younger; and (b) in the event of (i) the enactment of legislation in California subsequent to the date of this Agreement that specifically addresses age-based pricing and, reasonably interpreted, would permit age-based pricing by Tinder using other age cut-offs, (ii) the issuance subsequent to the date of this Agreement of an appellate decision by any court in California to the same effect, or (iii) the enactment of legislation in California subsequent to the date of this Agreement expressing a public policy in favor of or benefiting a particular age group, Tinder may implement age-based pricing in California consistent with such legislation or case law.

IV. NOTICE AND APPROVAL PROCEDURE

4.1. Section 1715 Notice. Within 10 days after the filing of a motion for Preliminary Approval either Defendants or the Settlement Administrator shall provide the notices to the appropriate state and federal officials as required by 28 U.S.C. § 1715, *et seq.*

4.2. Preliminary Approval. As soon as practicable after the execution of this Agreement, Plaintiff shall move, with the support of Defendants, for a Preliminary Approval order, substantially in the form of Exhibit 1, preliminarily approving this Agreement and this settlement as fair, just, reasonable, and adequate, approving the Class Notice to the Settlement Class Members as described below, and setting a hearing to consider Final Approval of the settlement, any objections thereto, and Plaintiff's Counsel's motion for an award of attorneys' fees, costs, and expenses, and any incentive award.

4.3. Class Member Information. In accordance with the Former Agreement, Defendants previously sent the Settlement Administrator a Class list containing the following information for each person who, according to Defendants' records, is a Settlement Class Member, to the extent such information is available to Defendants: name, last known email

address, and whether the Member subscribed to either Tinder Plus or Tinder Gold. (If the Member subscribed to both, he or she will be indicated on the Class list as having subscribed to Tinder Gold.) The Settlement Administrator has maintained and will continue to maintain the confidentiality of the Class list and all data supplied.

4.4. Notice to Settlement Class Members. As soon as reasonably practicable and in accordance with any pertinent order of the Court, the Settlement Administrator shall send the Class Notice via email to each Settlement Class Member using the information provided in the Class list. After Notice is initially sent, Plaintiff and Defendants can agree to send up to two additional rounds of Notice.

4.5. Settlement Website. In connection with the Former Agreement, the Settlement Administrator previously established a Settlement Website as approved by the Court. By no later than the Notice Date, the Settlement Administrator shall update the Settlement Website to address developments in the case and this settlement. The Settlement Website shall contain the following: the August 17, 2021 opinion by the Ninth Circuit vacating the order approving the original settlement; this Agreement; the Preliminary Approval application; the Preliminary Approval order; the Class Notice in both downloadable PDF format and HTML format; a set of answers to frequently asked questions (FAQs); and a Contact Information page that includes the mailing and email addresses and a toll-free telephone number for the Settlement Administrator and contact information for Defendants' Counsel and Plaintiff's Counsel.

4.6. Notice of Right to Object to or Opt Out of the Settlement. The Class Notice shall advise Settlement Class Members of their right to object to this settlement, personally or through counsel, or to opt out of the settlement. The Class Notice and proposed Preliminary Approval

order shall provide that any Member who fails to properly or timely submit an objection in accordance with Section 4.7 of this Agreement will be precluded from objecting.

4.7. Objections. Any Settlement Class Member who wishes to object to the settlement and/or to be heard at the Final Approval hearing must submit a written notice of objection and/or request to be heard at the Final Approval hearing, within 30 days after the Notice Date (or such other deadline as the Court might order), by mailing the notice of objection and/or request to be heard to the Class Action Clerk for the Central District of California or by filing the notice of objection and/or request to be heard with the Court. Each such notice of objection or request to be heard must include: (i) the case name and number, (ii) the Member's name, (iii) the Member's current address and telephone number, (iv) the email address or telephone number associated with the Tinder account through which the Member purchased Tinder Plus or Tinder Gold, (v) an explanation of why the Member objects to the settlement, including the grounds therefor, any supporting documentation, and the reasons, if any, for requesting the opportunity to appear and be heard at the Final Approval hearing, (vi) a list, including case name and number, of all cases in which the Member previously submitted an objection to a class action settlement, either for himself or herself or on behalf of someone else, and (vii) a statement, followed by the Member's signature, that "I declare under penalty of perjury that I purchased a subscription to Tinder Plus or Tinder Gold during the Class Period, that I was least 29 years old and resided in California at the time of the purchase, and that I wish to object to the settlement." Failure to comply with all requirements of this Section 4.7 shall constitute grounds for striking an objection or denying a request to be heard, as applicable.

4.8. Opt-Outs. Any Settlement Class Member who wishes to be excluded from the settlement and the Settlement Class may do so by mailing, in accordance with the instructions in

the Class Notice, a valid request to opt out within 30 days after the Notice Date (or such other deadline as the Court might order). The opt-out request must be in the form of a letter that includes (i) the Member's name, (ii) the Member's current address and telephone number, (iii) the email address or telephone number associated with the Tinder account through which the Member purchased Tinder Plus or Tinder Gold, (iv) a statement that the Member wants to be excluded from the settlement in *Kim v. Tinder, Inc., et al.*, U.S.D.C., C.D. Cal., Case No. 2:18-cv-03093-JFW-AS, and (v) a statement, followed by the Member's signature, that "I declare under penalty of perjury that I purchased a subscription to Tinder Plus or Tinder Gold during the Class Period, that I was least 29 years old and resided in California at the time of the purchase, and that I wish to exclude myself from the Class settlement." A Settlement Class Member who elects to opt out of this settlement and the Settlement Class shall not be permitted to object to this settlement or request the right to intervene in the Litigation.

4.9. Certification of Class Notice. At least seven days prior to the hearing on Final Approval, the Settlement Administrator and Defendants shall certify to the Court that they have complied with the Class Notice requirements set forth herein.

4.10. Final Approval Order and Judgment. At or before the hearing on Final Approval, Plaintiff, with the support of Defendants, shall move for entry of Judgment, substantially in the form of Exhibit 4, granting final approval of this settlement and adjudging this Agreement and the settlement embodied therein to be final, fair, reasonable, adequate, and binding on all Settlement Class Members, overruling any objections to the settlement, ordering that the settlement relief be provided as set forth in this Agreement and giving effect to the releases as set forth in Part VIII, below.

V. CLAIMS ADMINISTRATION

5.1. Claims Process. Claim Forms may be submitted on paper via first-class mail or online at the election of the Settlement Class Member. Claim Forms must be submitted no later than 30 days after Final Approval. On the Claim Form, the Settlement Class Member must provide (i) his or her name, (ii) current contact information, (iii) a certification under penalty of perjury that the Member resided in California at the time of his or her purchase of a subscription to Tinder Plus or Tinder Gold, (iv) the email address and/or telephone number associated with the Tinder account through which the purchase was made, and (v) authorization (which will be included in the Claim Form but will require the Member's assent) for Tinder to obtain from Apple or Google, as applicable, verification that the Member purchased and paid for a subscription to Tinder Plus or Tinder Gold and did not receive a refund or chargeback.

5.2. Claims Submitted Under Former Agreement. Defendants will, with one exception noted below, honor valid Claim Forms that were timely submitted under the terms of the Former Agreement, obviating any need for such Settlement Class Members to submit a new Claim Form. Defendants will not, however, honor previously submitted claim forms of Settlement Class Members, if any, who elect to opt out of the new Settlement. Also, in the event a Settlement Class Member who previously submitted a Claim Form submits a new Claim Form, only one Claim Form will be honored (and only if the Settlement Class Member has not opted out of the new Settlement).

5.3. Settlement Administrator Duties. The Settlement Administrator shall be responsible for processing Claim Forms, administering the Settlement Website, and fulfilling Valid Claims.

5.4. Monitoring of Settlement Administrator. Plaintiff's Counsel and Defendants' Counsel shall monitor the Settlement Administrator's work and upon request shall receive copies from the Settlement Administrator of all Claim Form data and any associated documentation provided by Settlement Class Members. If Defendants dispute the validity of any claim, they shall provide their supporting evidence to the Settlement Administrator with copies to Plaintiff's Counsel. Should Plaintiff dispute the rejection of any claim, Plaintiff's Counsel may themselves, or may instruct the Settlement Administrator to, contact the claimant for additional information, and counsel for Plaintiff and Defendants will meet and confer in good faith to attempt to resolve the dispute. Any unresolved disputes between Plaintiff and Defendants regarding claim administration or the payment of a claim shall be resolved by the Court, unless the Parties mutually agree on another dispute resolution process. Upon rejection of any claim, the Settlement Administrator shall send a letter to the claimant stating the reasons for the rejection.

5.5. Settlement Expenses. Defendants shall pay all costs of notice and all other fees, costs, and expenses charged or incurred by the Settlement Administrator in connection with the settlement under this Agreement. All such payments shall be made out of the Settlement Fund. Payments to the Settlement Administrator for fees, costs, and expenses relating to the Former Agreement or otherwise incurred prior to the date of this Agreement are the responsibility of Defendants and shall not be made out of the Settlement Fund.

5.6. Other Expenses. Except as set forth in this Agreement, each Party shall bear her or its own fees, costs and expenses.

VI. SETTLEMENT BASED ON COURT APPROVAL OF TERMS

6.1. Class Certification for Settlement Purposes Only. Solely for the purposes of effectuating the settlement set forth in this Agreement and subject to Court approval, the Parties

stipulate that a Settlement Class shall be certified in accordance with the definition set forth in this Agreement, that Plaintiff shall represent the Settlement Class for settlement purposes, and that Plaintiff's Counsel shall be appointed as the attorneys for the Settlement Class.

6.2. Right to Terminate Settlement Based on Increased Cost or Burden. In the event that the Court declines to enter a Preliminary Approval order or to grant Final Approval, or conditions the entry of such orders on terms and conditions that materially depart from the provisions of this Agreement or materially increase the cost (including administrative cost) or burden of the Agreement, the Parties shall endeavor, consistent with this Agreement, to resolve any issues identified by the Court and proceed with this settlement. If the Parties are unable to reach such a resolution, Plaintiff or Defendants shall each have the right to terminate this Agreement.

6.3. Effect If Settlement Not Approved or Agreement Is Terminated. In the event that this Agreement (including the settlement provided for herein) is not finally approved (including on any appeal), is terminated or cancelled, or fails to become effective for any reason whatsoever, the Litigation shall revert to its status as it existed prior to the date of this Agreement. In such event, neither this Agreement nor any draft thereof, nor any negotiation, documentation, or other part or aspect of the Parties' settlement discussions, nor any other document filed or created in connection with this settlement, shall have any effect or be admissible in evidence for any purpose in the Litigation or in any other proceeding, and all such documents or information shall be treated as strictly confidential and may not, absent a court order, be disclosed to any person other than the Parties' counsel, and in any event only for purposes of the Litigation.

VII. ATTORNEYS' FEES, COSTS AND EXPENSES, AND INCENTIVE AWARDS

7.1. Payment to Plaintiff's Counsel. Plaintiff's Counsel may apply to the Court for an award of attorneys' fees, plus reasonable costs and expenses actually incurred in connection with the Litigation. Defendants may oppose any such application. The attorneys' fees, costs and expenses awarded by the Court pursuant to this Section 7.1 shall constitute the sole and total obligation of Defendants to pay attorneys' fees, costs and expenses of any kind based on the Claims.

7.2. Incentive Award to Plaintiff. Plaintiff may apply to the Court for an incentive award for services performed in representing the Settlement Class. Defendants may oppose any such application.

7.3. Payment. Payment of any award of attorneys' fees, costs or expenses or any incentive award shall be made out of the Settlement Fund by the Benefit Deadline.

7.4. No Effect on Settlement. Plaintiff and Plaintiff's Counsel agree that the denial of, reduction or downward modification of, or failure to grant any application for attorneys' fees, costs, and expenses or incentive award shall not constitute grounds for modification or termination of this Agreement, including the settlement and releases provided for herein..

VIII. RELEASES

8.1. Release Regarding Settlement Class Members and Released Parties.

(a) Upon Final Approval, all Settlement Class Members shall be deemed to release and forever discharge the Released Parties from, and shall be forever barred from instituting, maintaining, prosecuting or asserting, any and all claims, liens, debts, demands, rights, actions, suits, causes of action, controversies, costs, expenses, attorneys' fees, obligations, damages or liabilities of any nature whatsoever, whether individual, class or representative,

whether legal, equitable, administrative, direct, indirect, or otherwise, whether known or unknown, whether arising under any international, federal, state or local statute, ordinance, regulation, common law, principle of equity or otherwise, that were asserted in the Litigation relating to the Claims or that could have been asserted based in any manner on an allegation that subscribers to Tinder Plus or Tinder Gold were charged different prices depending on their age. This release includes any purported claim based on a theory that, following Tinder's elimination in February 2019 of age-based pricing for new subscriptions to Tinder Plus or Tinder Gold purchased in California, Settlement Class Members suffered discrimination due to their age insofar as subscribers under the age of 29 who had purchased renewable subscriptions prior to that date continued, by reason of subscription renewals, to pay the lower price for their subscriptions.

(b) Each and every term of this Section 8.1 shall be binding upon all Settlement Class Members and all of their predecessors, successors, heirs, trusts, executors, assigns, personal representatives, attorneys and family members, and inure to the benefit of all of the Released Parties.

8.2. Release Regarding Plaintiff and Released Parties.

(a) Upon Final Approval, Plaintiff and Plaintiff Releasers on the one hand, and the Released Parties on the other hand, shall mutually release and forever discharge each other from, and shall be forever barred from instituting, maintaining, prosecuting or asserting, any and all claims, liens, debts, demands, rights, actions, suits, causes of action, controversies, costs, expenses, attorneys' fees, obligations, damages or liabilities of any nature whatsoever, whether individual, class, or representative, whether legal, equitable, administrative, direct, indirect, or otherwise, whether known or unknown, whether arising under any international,

federal, state or local statute, ordinance, regulation, common law, principle of equity or otherwise, relating to the Claims or in any manner relating to an allegation that subscribers to Tinder Plus or Tinder Gold were charged different prices depending on their age. This release includes any purported claim based on a theory that, following Tinder's elimination in February 2019 of age-based pricing for new subscriptions to Tinder Plus or Tinder Gold purchased in California, Plaintiff suffered discrimination due to her age insofar as subscribers under the age of 29 who had purchased renewable subscriptions prior to that date continued, by reason of subscription renewals, to pay the lower price for their subscriptions.

(b) Plaintiff and Defendants expressly understand and acknowledge that it is possible that unknown losses or claims exist or that losses may have been underestimated in amount or severity. Plaintiff and Defendants explicitly took those possibilities into account in entering into this Agreement, and a portion of the consideration provided for and the mutual covenants contained herein, having been bargained for between Plaintiff and Defendants with the knowledge of the possibility of such unknown claims or losses, was given in exchange for a full accord, satisfaction, and discharge of all such claims and losses. Consequently, Plaintiff and Defendants expressly waive all provisions, rights and benefits of California Civil Code section 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). **Section 1542 provides:**

A general release does not extend to claims that 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.

(c) Each and every term of this Section 8.2 shall be binding upon, and inure to the benefit of Plaintiff, Plaintiff Releasors, and the Released Parties.

8.3. Defense as to Released Claims. The Parties shall be deemed to have agreed that the releases set forth in Sections 8.1 and 8.2 will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims.

8.4. Effectuation of Settlement. None of the above releases includes any release of claims to enforce the terms of this Agreement or this settlement.

8.5. No Admission of Liability. This Agreement reflects, among other things, the compromise and settlement of disputed claims between the Parties, and neither this Agreement nor the releases given herein, nor any consideration therefor, nor any actions taken to carry out this Agreement are intended to be, nor may they be deemed or construed to be, an admission or concession of liability, or the validity of any claim, or defense, or of any point of fact or law on the part of any Party. Defendants expressly deny the Claims asserted in the Litigation. Neither this Agreement, nor the fact of settlement, nor the settlement proceedings, nor the settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by any of the Released Parties, or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by any of the Released Parties in any proceeding.

8.6. No Effect on Arbitration Agreement in Tinder's Terms of Use. The fact that Defendants are settling claims with Settlement Class Members who Defendants contend are subject to valid and enforceable arbitration agreements and class waivers contained in Tinder's Terms of Use does not constitute an admission, concession, presumption, inference, or determination that the Terms of Use, including the arbitration agreement and class waiver, are unenforceable against the Settlement Class Members or any other current or former users of the

Tinder app, nor does it constitute any waiver of Defendants' rights with respect to arbitration in this or any other case.

IX. ADDITIONAL PROVISIONS

9.1. Best Efforts. The Parties' counsel shall use their best efforts to cause the Court to grant Preliminary Approval of this Agreement and settlement as promptly as practicable, to take all steps contemplated by this Agreement to effectuate the settlement on the stated terms and conditions, and to obtain Final Approval of this Agreement and settlement.

9.2. Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Plaintiff's Counsel and Defendants' Counsel, without notice to Settlement Class Members.

9.3. Time for Compliance. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

9.4. Governing Law. This Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflicts of law principles and without waiver of the Governing Law provision in Tinder's Terms of Use.

9.5. Entire Agreement. The terms and conditions set forth in this Agreement constitute the complete and exclusive statement of the agreement between the Parties relating to the subject matter of this Agreement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its

terms as between the Parties, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving the interpretation of this Agreement. Any amendment or modification of the Agreement must be in a writing signed by Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel.

9.6. Advice of Counsel. The determination of the terms of, and the drafting of, this Agreement have been by mutual agreement after negotiation, with consideration by and participation of all Parties and their counsel. The presumption found in California Civil Code section 1654 that uncertainties in a contract are interpreted against the party causing the uncertainty to exist is hereby waived by all Parties.

9.7. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties' respective heirs, successors, and assigns.

9.8. No Waiver. The waiver by any Party of any provision or breach of this Agreement shall not be deemed a waiver of any other provision or breach of this Agreement.

9.9. Requirement of Execution. This Agreement shall be valid and binding as to the Settlement Class and Defendants upon (1) signature by Plaintiff, (2) signature by authorized representatives of each Defendant, and (3) signature as to form by an authorized representative of each of the law firms defined as Plaintiff's Counsel and Defendants' Counsel.

9.10. Execution in Counterparts. This Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Agreement in counterparts and/or by fax or electronic mail, and execution of counterparts shall have the same force and effect as if all Parties had signed the same instrument.

9.11. Extensions of Time. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

9.12. Media. The Parties shall cooperate and work together toward an agreed protocol and mutually acceptable language or messaging in making any press releases or other proactive statements to the media regarding the settlement. No Party or counsel for a Party may issue a press release or other proactive statement to the media regarding the settlement unless pre-approved by all Parties, and in no event shall any such release or statement be issued prior to the filing of a motion for Preliminary Approval of the settlement. In responding to any press inquiries regarding the settlement, the Parties and their counsel will use their best efforts to provide responses consistent with language previously agreed upon by the Parties.

9.13. Interpretation and Enforcement of This Agreement. The Court shall have, and after Final Approval shall retain, jurisdiction to enforce, interpret, and implement this Agreement and this settlement.

9.14. Notices. All notices to the Parties or counsel required by this Agreement, shall be made in writing and communicated by mail and fax or email to the following addresses:

If to Plaintiff or Plaintiff's Counsel:

Todd M. Friedman
Adrian R. Bacon
Law Offices of Todd M. Friedman, P.C.
21031 Ventura Blvd. #340
Woodland Hills, California 91364
Telephone: (216) 220-6496
Email: abacon@attorneysforconsumers.com

If to Defendants or Defendants' Counsel:


Robert H. Platt

Donald R. Brown
Manatt Phelps & Phillips, LLP
2049 Century Park East
Suite 1700
Los Angeles, CA 90067
Telephone: (310) 312-4000
Fax: 310-312-4224
Email : rplatt@manatt.com, dbrown@manatt.com

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the first date it has been executed by all of the undersigned.

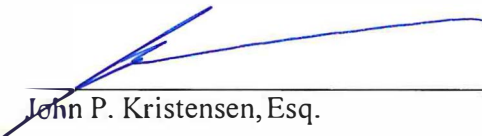
APPROVED AS TO FORM:

DATED: September 27, 2021 LAW OFFICES OF TODD M. FRIEDMAN. P.C



Adrian R. Bacon, Esq.

DATED: September 27, 2021 KRISTENSEN, LLP



John P. Kristensen, Esq.

DATED: September __, 2021 MANATT PHELPS & PHILLIPS LLP

Donald R. Brown, Esq.

APPROVED AND AGREED:

9/27/2021

DATED: September __, 2021

DocuSigned by:


302E24485BE2455...
Lisa Kim

Donald R. Brown
Manatt Phelps & Phillips, LLP
2049 Century Park East
Suite 1700
Los Angeles, CA 90067
Telephone: (310) 312-4000
Fax: 310-312-4224
Email : rplatt@manatt.com, dbrown@manatt.com

IN WITNESS HEREOF the undersigned, being duly authorized, have caused this Agreement to be executed on the dates shown below and agree that it shall take effect on the first date it has been executed by all of the undersigned.

APPROVED AS TO FORM:

DATED: September __, 2021 LAW OFFICES OF TODD M. FRIEDMAN. P.C

Adrian R. Bacon, Esq.

DATED: September __, 2021 KRISTENSEN, LLP

John P. Kristensen, Esq.

DATED: September __, 2021 MANATT PHELPS & PHILLIPS LLP



Donald R. Brown, Esq.


APPROVED AND AGREED:

DATED: September __, 2021

Lisa Kim

DATED: September 24, 2021

MATCH GROUP, LLC (for itself and as successor to
Tinder, Inc.)

DocuSigned by:

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By: _____

Name: Jared Sine

Its: General Counsel & Secretary

DATED: September 24, 2021

MATCH GROUP, INC.

DocuSigned by:

231F13F93A7D477...

By: _____

Name: Jared Sine

Its: General Counsel & Secretary

EXHIBIT A-1

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1 John P. Kristensen (SBN 224132)
2 **KRISTENSEN, LLP**
3 12450 Beatrice Street, Suite 200
4 Los Angeles, California 90066
5 Telephone: 310-507-7924
6 Fax: 310-507-7906
7 john@kristensenlaw.com

8 Todd M. Friedman (SBN 216752)
9 Adrian R. Bacon (SBN 280332)
10 **LAW OFFICES OF TODD M. FRIEDMAN, P.C.**
11 21031 Ventura Blvd, Suite 340
12 Woodland Hills, CA 91364
13 Telephone: (877) 619-8966
14 Facsimile: (866) 633-0028
15 tfriedman@atoddfllaw.com.com
16 abacon@atoddfllaw.com

Attorneys for Plaintiff and all others similarly situated

17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA

19 LISA KIM, individually and on behalf
20 of all others similarly situated,

21 Plaintiff,

22 vs.

23 TINDER, INC., a Delaware
24 corporation; MATCH GROUP, LLC,
25 a Delaware limited liability company;
26 MATCH GROUP, INC., a Delaware
27 corporation; and DOES 1 through 10,
28 inclusive, and each of them,

Defendants.

Case No. CV 18-03093 JFW (AS)

Hon. John F. Walter

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

Hearing Date: November 1, 2021
Hearing Time: 1:30 p.m.
Courtroom: 7A

Plaintiff Lisa Kim (“Plaintiff”) has moved the Court for preliminary approval of a proposed class action settlement, the terms and conditions of which are set forth

1 in the Amended Class Action Settlement Agreement filed with the Court on [DATE],
2 2021 (“Agreement”).

3 Having considered all matters submitted to it, including the complete record
4 of this action, and good cause appearing therefor, the Court hereby finds and
5 concludes as follows:

6 1. The capitalized terms used in this Order shall have the same meaning
7 as defined in the Agreement except as otherwise expressly provided.

8 2. The Court preliminarily approves the settlement provided for in the
9 Agreement (the “Settlement”) as potentially warranting final approval, and as
10 meriting submission to the Settlement Class for its consideration.

11 3. For purposes of potential approval of the Settlement only, the Court
12 certifies the Settlement Class, which consists of every person in California who
13 subscribed to Tinder Plus or Tinder Gold during the period between March 2, 2015
14 and March 1, 2019 and at the time of the subscription was at least 29 years old and
15 was charged a higher rate than younger subscribers, except those who timely opt out
16 of the Settlement Class.

17 4. The Court preliminarily finds, solely for purposes of considering the
18 Settlement, that the requirements of Federal Rule of Civil Procedure 23 are
19 conditionally satisfied, including that the Settlement Class Members are too
20 numerous to be joined in a single action; that common issues of law and fact exist
21 and predominate; that the claims of the Class Representative are typical of the claims
22 of the Settlement Class Members; that the Class Representative and Class Counsel
23 can adequately protect the interests of the Settlement Class Members; and that class
24 treatment is superior to alternative means of resolving the claims and disputes at issue
25 in this Litigation, as set forth in greater detail in the Court’s Order at Dkt. No. ___,
26 which is incorporated by reference herein.

27 5. The Court conditionally designates Law Offices of Todd M.
28 Friedman, P.C., and Kristensen, LLP as class counsel (“Class Counsel”) and Plaintiff

1 as Class Representative for purposes of considering the Settlement. The Court
2 preliminarily finds that the Class Representative and Class Counsel fairly and
3 adequately represent and protect the interests of the absent Settlement Class
4 Members. The Court designates and approves Epiq to serve as Settlement
5 Administrator.

6 6. Not later than [DATE], Plaintiff and Class Counsel may make a
7 written application to the Court for an award of attorneys' fees, costs, and expenses
8 and an incentive award to Plaintiff.

9 7. A Final Approval hearing shall be held before this Court at 1:30 p.m.
10 on [DATE], at the United States District Court for the Central District of California,
11 to address: (a) whether the proposed Settlement should be finally approved as fair,
12 reasonable and adequate, and the Final Approval order should be entered, and (b)
13 whether the application for attorneys' fees, costs, and expenses and incentive award
14 to Plaintiff should be approved

15 8. The Court approves, as to form and content, the Notice and the Claim
16 Form substantially similar to the forms attached as Exhibits 2 and 3 to the Agreement.
17 The Parties shall have discretion to jointly make non-material minor revisions to the
18 form of notice before dissemination. Duties regarding settlement and claim
19 administration, including, but not limited to, notice and related procedures, shall be
20 performed by the Settlement Administrator, subject to the oversight of the Parties
21 and the Court as described in the Agreement.

22 9. A Settlement Website shall be operative no later than the Notice Date.
23 The Settlement Website shall contain downloadable copies of this Preliminary
24 Approval order and the motion papers submitted in support thereof, the Notice, the
25 Agreement, the Claim Form, and, when filed, the application for attorneys' fees,
26 costs, and expenses and incentive award to Plaintiff.

27 10. By [DATE], the Settlement Administrator shall send the Notice by
28 email to the Settlement Class Members. Notice shall also be posted on the Settlement

1 Website. Any additional Notice that the Parties might agree to shall be sent
2 accordingly.

3 11. The Court finds that the Parties' plan for providing notice to the
4 Settlement Class as set forth in Part IV of the Settlement Agreement (the "Notice
5 Plan") will provide the best practicable notice in the circumstances, is reasonably
6 calculated to provide notice to the Settlement Class of the pendency of the Litigation,
7 the certification of the Settlement Class, the terms of the Agreement, and the Final
8 Approval hearing, and complies fully with the requirements of Federal Rule of Civil
9 Procedure 23, the United States Constitution, and any other applicable law.

10 12. Any Settlement Class Member who desires to be excluded from the
11 Settlement Class, and therefore not be bound by the terms of the Agreement, must,
12 by [DATE], submit, pursuant to the instructions set forth in the Notice and on the
13 Settlement Website, a timely and valid written request for exclusion, postmarked no
14 later than [DATE]. No one shall be permitted to exercise any exclusion rights on
15 behalf of any other person, whether as an agent or representative of another or
16 otherwise, except upon proof of a legal power of attorney, conservatorship,
17 trusteeship, or other legal authorization that predates receipt of the Notice, and no
18 one may exclude other persons within the Settlement Class as a group, class, or in
19 the aggregate.

20 13. At least 14 days prior to the hearing on Final Approval, the Parties
21 shall prepare a list of the names of the persons who, pursuant to the procedures
22 described in the Agreement, have excluded themselves from the Settlement Class in
23 a valid and timely manner, and shall file that list with the Court. The Court retains
24 jurisdiction to resolve any disputed exclusion requests.

25 14. Any member of the Settlement Class who elects to be excluded shall
26 not receive any benefits of the Settlement, shall not be bound by the terms of the
27 Agreement, and shall have no standing to object to the Settlement or intervene in the
28 Litigation.

1 15. Any Settlement Class Member who does not submit a valid and timely
2 request for exclusion may object to the Agreement. Any such Settlement Class
3 Member shall have the right to appear and be heard at the Final Approval hearing,
4 either personally or through an attorney retained at the Settlement Class Member's
5 own expense. Any such Settlement Class Member must file with the Court and serve
6 upon Plaintiffs' Counsel and Defendants' Counsel at the addresses set forth in the
7 Notice a written objection to the Settlement ("Objection"). The Objection must
8 satisfy the requirements set forth in Section 4.7 of the Agreement and must be filed
9 and served no later than [DATE]. Any Settlement Class Member who does not
10 submit a timely Objection in accordance with the Agreement and as set forth herein
11 shall not be considered to have filed a valid objection to the Settlement.

12 16. Any Settlement Class Member who wishes to appear at the Final
13 Approval hearing must file a notice of his or her intention to do so with the Court and
14 contemporaneously serve it upon Plaintiffs' Counsel and Defendants' Counsel at the
15 addresses set forth in the Notice no later than [DATE].

16 17. The Parties shall file their motions for Final Approval no later than
17 [DATE], and their reply in support of that motion and responses to any objections
18 and requests to intervene no later than [DATE].

19 18. In the event that the proposed Settlement is not finally approved by
20 the Court, or in the event that the Agreement becomes null and void pursuant to its
21 terms, this Preliminary Approval order and all orders entered in connection herewith
22 shall become null and void, shall be of no further force or effect, and shall not be
23 used or referred to for any purposes whatsoever in this Litigation or in any other case
24 or controversy; in such event, the Agreement and all negotiations and proceedings
25 directly related thereto shall be deemed to be without prejudice to the rights of any
26 and all of the Parties, who shall be restored to their respective positions as of the date
27 and time immediately preceding the execution of the Agreement.

28

1 19. The Court may, for good cause, extend any of the deadlines set forth
2 in this Order without further notice to the Settlement Class Members. The Final
3 Approval hearing may, from time to time and without further notice to the Settlement
4 Class Members, be continued by order of the Court.

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IT IS SO ORDERED this ____ day of _____, 2021.

HON. JOHN F. WALTER
UNITED STATES DISTRICT JUDGE

EXHIBIT A-2

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A Federal District Court authorized this Notice.

TO TINDER USERS IN CALIFORNIA WHO SUBSCRIBED TO TINDER PLUS OR TINDER GOLD BETWEEN MARCH 2, 2015 AND MARCH 1, 2019 AND WERE AT LEAST 29 YEARS OLD AT TIME OF PURCHASE:

YOU MAY BE A MEMBER OF A CLASS FOR PURPOSES OF A CLASS ACTION SETTLEMENT. THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

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

For purposes of settlement only, the Court has certified a Class consisting of Tinder users in California who subscribed to Tinder Plus or Tinder Gold during the period between March 2, 2015 and March 1, 2019 (the “Class Period”), were at least 29 years old at the time of purchase, and were charged a higher rate than younger subscribers. If you are a member of the Class, you will be bound by the settlement and judgment in this case, unless you request to be excluded.

What Is The Lawsuit About?

The plaintiff, Lisa Kim (“Kim”), filed a lawsuit in the U.S. District Court for the Central District of California against Tinder, Inc., Match Group, LLC, and Match Group, Inc. (collectively, “Defendants”).¹ The lawsuit is called *Kim v. Tinder, Inc., et al.*, Case No. 2:18-cv-03093-JFW-AS. Kim claims that Defendants violated the California Unruh Civil Rights Act, Cal. Civ. Code § 51 *et seq.*, and the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 *et seq.*, by charging a higher price for subscriptions to Tinder Plus and Tinder Gold to persons who were 29 years of age or older. Kim filed the lawsuit on behalf of a class, seeking damages and restitution.

Defendants deny that there is any legal basis for Kim’s claims or that Kim or any members of the Class have suffered injury or are entitled to monetary or other relief. Defendants also deny that this case can be certified as a class action, except for purposes of settlement.

The Court has not determined whether Kim or Defendants are correct.

Didn’t I Receive Notice In 2019 That This Case Was Being Settled?

You may have received a similar notice in 2019 that this same case was being settled. That settlement did not end up being implemented because two Class Members objected to the settlement, and their objection was upheld by the Ninth Circuit Court of Appeals. Kim and Defendants have therefore entered into a new settlement to address the court’s concerns.

Why Is This Case Being Settled?

This case was filed on April 20, 2018, and since then Kim and Defendants, through their counsel, have investigated each other’s claims and defenses. After attending a mediation before a former California Superior Court judge, the parties and their counsel determined that the settlement described below is preferable to incurring the risks and costs of further litigation. Kim and her counsel are satisfied that the terms and conditions of the proposed settlement are fair, reasonable, adequate, equitable, and in the best interest of the Class Members. On [DATE], 2021, the Court preliminarily approved the settlement and authorized the parties to provide this Notice of the settlement to the Class.

What Can I Get In The Settlement?

¹ Pursuant to a merger in 2017, the assets and liabilities of Tinder, Inc. were acquired by Match Group, LLC.

Subject to final Court approval, every Class Member who does not ask to be excluded will automatically receive a one-time allotment of 50 Super Likes and one Boost at no cost, so long as the Member has a Tinder account at the time of the allotment. That allotment is worth \$86.50, with each Super Like valued at its selling price of \$1.59 and the Boost valued at its selling price of \$7.

In addition, every Class Member may elect to receive additional compensation in the amount of \$50, although the payment could end up being higher or lower than \$50 (but in no event less than \$30). As part of the settlement, Defendants will create a Settlement Fund in the amount of \$5.2 Million to cover the costs of settlement administration, an award, if any, of attorneys' fees and costs to Class Counsel, an award, if any, of compensation to Kim for serving as the Class Representative, and payment of claims submitted by Class Members to receive additional compensation. The amount each Class Member who submits a claim for additional compensation will receive will be affected by the amount available in the Settlement Fund after satisfying other purposes of the Settlement Fund, and by the number of Class Members who submit claims.

If you submitted a Claim Form in connection with the previous settlement, you do not need to submit a new Claim Form. Defendants will honor your previous Claim Form. The Claim Form for the previous settlement offered certain benefits as alternatives to a cash payment. Those other benefits are not part of this new settlement, so you will receive payment under the new settlement regardless of which benefit you previously selected in the Claim Form. If you previously submitted a Claim Form but also submit a new Claim Form, only one form will be honored.

Do I Have A Lawyer In This Case?

The Court appointed the following law firms to represent you and other Class Members:

- The Law Offices of Todd Friedman, P.C., and Kristensen, LLP.

These lawyers are called Class Counsel. You will not be charged separately for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense. Additionally, you may enter an appearance through your own attorney if you so desire, but you do not need to do so.

Do I Need To Make A Claim?

You do not need to make a claim to receive the 50 Super Likes and one Boost. After the Effective Date of the settlement (which will occur at or after the time the Court finally approves the settlement), Tinder will automatically credit your account with an allotment of 50 Super Likes and one Boost. If you no longer have a Tinder account, you will need to create one, using the same email address that you used when creating your original Tinder account, before the Effective Date of the settlement.

You do need to make a claim to receive a monetary payment. To make a claim, you must complete a Claim Form, which is available at the settlement website www.TinderSettlement.com. You must provide the Unique ID found at the beginning of this email in your claim. You can complete the form online, or you can print it, fill it out and mail it to the address shown on the form. Claim Forms are due by [DATE] or thirty days after entry of Final Approval of the Settlement, whichever is later. If you mail the Claim Form, the transmission must be postmarked by that date.

What Do Kim And Her Lawyers Get?

To date, Kim’s counsel have not been compensated for any work or out-of-pocket expenses on this case. As part of the settlement, Kim’s counsel may apply to the Court for an award of attorneys’ fees, plus reasonable costs and expenses, to be paid by Defendants. In addition, Kim may apply to the Court for an award as an incentive for having taken the time, effort and risk in pursuing the lawsuit and for executing a broader release of claims than other Class Members. Defendants may oppose those applications.

Kim and her counsel will apply to the Court no later than [DATE] for an award of attorneys’ fees, costs, and expenses and a plaintiff incentive award. The Court will determine the amount, if any, of fees, costs, expenses, and incentive to award.

What Claims Are Released By The Settlement?

The settlement releases all claims by Class Members who do not exclude themselves from the settlement against Defendants and their affiliates that were or could have been asserted in the lawsuit regarding age-based pricing for Tinder Plus or Tinder Gold. This release includes claims that may not yet be known or suspected.

How Do I Exclude Myself From The Settlement?

You can exclude yourself from the Class if you want to be able to sue Defendants separately for the claims released by the settlement. However, if you exclude yourself, you will not receive any benefits offered in the settlement or be permitted to object to the settlement.

To exclude yourself, mail a letter that includes (i) your name, (ii) your current address and telephone number, (iii) the email address or telephone number associated with the Tinder account through which you purchased Tinder Plus or Tinder Gold, (iv) a statement that you want to be excluded from the settlement in *Kim v. Tinder, Inc., et al.*, U.S.D.C., C.D. Cal., Case No. 2:18-cv-03093-JFW-AS, and (v) a statement, followed by your signature, that “I declare under penalty of perjury that I purchased a subscription to Tinder Plus or Tinder Gold during the Class Period, that I was least 29 years old and resided in California at the time of the purchase, and that I wish to exclude myself from the Class settlement.” The letter must be postmarked by [DATE] and mailed to counsel for Kim and Defendants at the following addresses:

- Counsel for Kim: Todd Friedman and Adrian Bacon, Law Offices of Todd M. Friedman P.C., 21031 Ventura Blvd #340, Woodland Hills, CA 91364.
- Counsel for Defendants: Robert Platt and Donald Brown, Manatt Phelps & Phillips, LLP, 2049 Century Park East, Suite 1700, Los Angeles, CA 90067.

If you wish to exclude yourself from the settlement, you must follow these steps even if you excluded yourself from the previous settlement in this case.

How Do I Object To The Settlement?

If you are a Class Member and believe the settlement is unfair or inadequate, you may object to the settlement by filing a written Objection with the court. The Objection must include (i) the case name and number, *Kim v. Tinder, Inc., et al.*, U.S.D.C., C.D. Cal., Case No. 2:18-cv-03093-JFW-AS, (ii) your name, (iii) your current address and telephone number, (iv) the email address or telephone number associated with the Tinder account through which you purchased Tinder Plus or Tinder Gold, (v) an explanation of why you object to the settlement, including any supporting documentation, (vi) a list, including case name and number, of all cases in which you previously submitted an objection to a class action settlement, either for yourself or on behalf of someone else, and (vii) a statement, followed by your signature, that “I declare under penalty of

perjury that I purchased a subscription to Tinder Plus or Tinder Gold during the Class Period, that I was least 29 years old and resided in California at the time of the purchase, and that I wish to object to the settlement.”

In addition to an Objection, you may ask for permission to speak at the final approval hearing by filing with the Court a “Notice of Intent to Appear in *Kim v. Tinder, Inc. et al.*, Case No. 2:18-cv-03093-JFW-AS.” The Notice of Intent to Appear must include your name, address, telephone number, signature, and the reason for requesting an opportunity to appear.

The deadline for filing the Objection and, if applicable, the Notice of Intent to Appear is [DATE]. Furthermore, to be effective, the Objection and, if applicable, the Notice of Intent to Appear must also be mailed to counsel for Kim and Defendants—at the addresses noted above—postmarked no later than [DATE].

If you wish to object to the settlement, you must follow these steps even if you objected to the previous settlement in this case.

When Will The Court Decide If The Settlement Is Approved?

The Court will hold a final approval hearing on [DATE] at 1:30 p.m. to consider whether to approve the settlement. The hearing will be held in Courtroom 7A of the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, CA 90012. The hearing is open to the public. However, only Class Members who have filed a Notice of Intent to Appear may address the Court.

How Do I Get More Information?

Documents connected with this case will be posted on the settlement website, at www.TinderSettlement.com. You can also obtain information by contacting Kim’s counsel at Law Offices of Todd M. Friedman P.C., 21031 Ventura Blvd #340, Woodland Hills, CA 91364 (216-220-6496).

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

EXHIBIT A-3

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Kim v. Tinder, Inc., et al.
Class Action Settlement Claim Form

To make a claim under the settlement, you must fully complete and submit this form, unless you already submitted a similar form in 2019 in connection with the previous settlement agreement. This form requires you to (1) provide your name and current contact information, (2) certify that you resided in California at the time you purchased Tinder Plus or Tinder Gold during the Class Period and were at least 29 years of age at the time of purchase, (3) provide the email address and/or telephone number associated with the Tinder account through which the purchase was made, and (4) authorize Defendants to obtain verification from Apple or Google, as applicable, that you paid for and did not receive a refund for your Tinder Plus or Tinder Gold subscription. All information will be kept private. It will not be disclosed to anyone other than the Court, the Settlement Administrator, the Parties in this case, and Apple or Google, as applicable, and will be used only to administer this settlement.

Current Contact Information

You must provide the following information to be eligible for one of the benefits described below:

First Name: _____ Last Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____ Phone Number: _____

Unique ID: _____

Benefit if Your Claim Is Valid

This form allows you to request payment under the settlement (in addition to the 50 Super Likes and one Boost that you will automatically receive, subject to the terms of the Settlement Agreement). The payment will be \$50, unless available funds in the Settlement Fund allow for a higher amount or, alternatively, require a lower amount (but in no event less than \$30). You will only receive payment if your claim is verified and the Court approves the settlement. Payment will be mailed to you within 45 days after the settlement's Effective Date (or 75 days if the Effective Date is also the date of Final Approval of the settlement). Please save a copy of this completed form for your records. **For further information, visit [settlement website].**

Certification of Residence and Age When Previously Subscribing

In order to qualify for payment, you must certify the following under penalty of perjury under the laws of the United States:

1. I purchased a subscription to [] Tinder Plus [] Tinder Gold during the Class Period—that is, between March 2, 2015 and March 1, 2019. [*Check whichever box is applicable. You may check both boxes if you purchased both, but you will only receive one payment.*]

2. At the time I purchased the subscription, I was a resident of California and lived at the following address:

Street Address: _____

City: _____ State: _____ Zip Code: _____

3. At the time I purchased the subscription, I was at least 29 years old.

Signed: _____ Date: _____

Tinder Account Information

In order to qualify for payment, you also must provide the email address and/or telephone number associated with the Tinder account you were using when you purchased the subscription to Tinder Plus or Tinder Gold. You must provide this information even if it is the same as your Current Contact Information.

Email Address associated with the Tinder account: _____

Phone Number associated with the Tinder account: _____

Authorization to Contact Apple or Google

In order to have a valid claim, you must have paid for a Tinder Plus or Tinder Gold subscription through your Apple or Google Play account. For privacy protection reasons, Defendants must obtain your authorization to contact Apple or Google, as applicable, in order to verify that you paid for the subscription and that you did not receive a refund or chargeback of the subscription fees. Therefore, please provide the information requested below and sign where indicated.

Apple

If you paid for your subscription through your Apple account, you must provide the following information, check the authorization box, and sign the authorization:

Apple ID: _____

Name on Apple ID Account: _____

Email Address associated with the Apple ID Account: _____

[] I hereby authorize Defendants to contact Apple in order to verify that I paid for a subscription to Tinder Plus or Tinder Gold during the Class Period and that I did not receive a refund or chargeback of the subscription fees.

Signed: _____ Date: _____

Google

If you paid for your subscription through your Google Play account, you must provide the following information, check the authorization box, and sign the authorization:

Google Play ID: _____

Name on Google Play ID Account: _____

Email Address associated with the Google Play ID Account: _____

[] I hereby authorize Defendants to contact Google in order to verify that I paid for a subscription to Tinder Plus or Tinder Gold during the Class Period and that I did not receive a refund or chargeback of the subscription fees.

Signed: _____

Date: _____

How to Submit the Claim Form

You may either complete this Claim Form online through the Settlement Website, www.TinderSettlement.com, or mail the completed Claim Form to Kim v. Tinder Settlement Administrator, P.O. box 3219, Portland, OR 97208-3219. If you submit the Claim Form by U.S. Mail or a delivery service, it is highly recommended that you use a method by which you can prove the form was timely delivered to the Settlement Administrator, such as certified mail with a return receipt. The Parties and the Settlement Administrator are not responsible for lost or undelivered mail.

Deadline to Submit the Claim Form

The deadline for submitting this claim form is [DATE]. If you mail the Claim Form, the transmission must be postmarked by that date.

EXHIBIT A-4

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1 John P. Kristensen (SBN 224132)
2 **KRISTENSEN, LLP**
3 12450 Beatrice Street, Suite 200
4 Los Angeles, California 90066
5 Telephone: 310-507-7924
6 Fax: 310-507-7906
7 john@kristensenlaw.com

8 Todd M. Friedman (SBN 216752)
9 Adrian R. Bacon (SBN 280332)
10 **LAW OFFICES OF TODD M. FRIEDMAN, P.C.**
11 21031 Ventura Blvd. #340
12 Woodland Hills, CA 91364
13 Telephone: (877) 619-8966
14 Facsimile: (866) 633-0028
15 tfriedman@toddfllaw.com
16 abacon@toddfllaw.com

17 *Attorneys for Plaintiff and all others similarly situated*

18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA

20 LISA KIM, individually and on behalf
21 of all others similarly situated,

22 Plaintiff,

23 vs.

24 TINDER, INC., a Delaware
25 corporation; MATCH GROUP, LLC,
26 a Delaware limited liability company;
27 MATCH GROUP, INC., a Delaware
28 corporation; and DOES 1 through 10,
inclusive, and each of them,

Defendants.

Case No. CV 18-03093 JFW (AS)

Hon. John F. Walter

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

Hearing Date: [DATE], 2022
Hearing Time: 1:30 p.m.
Courtroom: 7A

Plaintiff Lisa Kim (“Plaintiff”) has moved the Court for final approval of a proposed class action settlement, the terms and conditions of which are set forth in

1 the Amended Class Action Settlement Agreement filed with the Court on [DATE],
2 2021 (Dkt. No. _____, Ex. A) (“Agreement”).

3 Having considered all matters submitted to it at the hearing on the motion and
4 otherwise, including the complete record of this action, and good cause appearing
5 therefor, the Court hereby finds and concludes as follows:

6 1. The capitalized terms used in this Order shall have the same meaning
7 as defined in the Agreement except as otherwise expressly provided.

8 2. The Court has jurisdiction over this Litigation, the claims raised in the
9 Litigation, and the Parties.

10 3. The Court finds that the prerequisites of Federal Rule of Civil
11 Procedure 23(a) and (b)(3) have been satisfied for certification of the Settlement
12 Class for settlement purposes because: the Settlement Class Members are too
13 numerous to be joined in a single action; common issues of law and fact exist and,
14 for the limited purposes of settlement, predominate; the claims of the Class
15 Representative are typical of the claims of the Settlement Class Members; the Class
16 Representative and Class Counsel have fairly and adequately protected the interests
17 of the Settlement Class Members; and class treatment is superior to alternative means
18 of resolving, for settlement purposes, the claims and disputes at issue in this
19 Litigation.

20 4. For purposes of approval of the Settlement and this Final Approval
21 Order and Judgment, the Court certifies the Settlement Class, which consists of every
22 person in California who subscribed to Tinder Plus or Tinder Gold during the period
23 between March 2, 2015 and March 1, 2019 and at the time of the subscription was at
24 least 29 years old and was charged a higher rate than younger subscribers, except
25 those who have timely opted out of the Settlement Class.

26 5. For the purpose of the Settlement, the Court hereby certifies Law
27 Offices of Todd M. Friedman, P.C., and Kristensen, LLP as Class Counsel.
28

1 6. The Parties complied in all material respects with the Notice plan set
2 forth in Part IV of the Agreement. The Court finds that the Notice plan, which was
3 effectuated pursuant to the Preliminary Approval Order, constituted the best notice
4 practicable under the circumstances and constituted due and sufficient notice to the
5 Settlement Class of the nature and pendency of the Litigation; the existence and terms
6 of the Agreement; the Settlement Class Members' rights to make claims, opt out, or
7 object; and the matters to be decided at the hearing on Final Approval. Further, the
8 Notice plan satisfies the Federal Rules of Civil Procedure, the United States
9 Constitution, and any other applicable law. Defendants provided notice of the
10 Settlement to the appropriate state and federal government officials and filed with
11 the Court proof of compliance with the Class Action Fairness Act of 2005, 28 U.S.C.
12 § 1715.

13 7. The Court has determined that full opportunity has been given to the
14 Settlement Class Members to opt out of the Settlement, object to the terms of the
15 Settlement or to Class Counsel's request for attorneys' fees, costs, and expenses and
16 incentive award to Plaintiff, and otherwise participate in the hearing on Final
17 Approval held on [DATE]. [**If applicable:** The Court has considered all submissions
18 and arguments made at the Final Approval hearing provided by Settlement Class
19 Members objecting to the Settlement as well as the Parties' responses to those
20 objections, and has determined, taking into account the reasons set forth in the
21 Parties' responses, that none of the objections has any merit or warrants disapproval
22 of the Settlement. All such objections to the Settlement are overruled.]

23 8. The Court finds that the Settlement is in all respects fair, reasonable
24 and adequate. The Court therefore finally approves the Settlement for the reasons set
25 forth in the motion for Final Approval including, but not limited to, the fact that the
26 Agreement was the product of informed, arms'-length negotiations between
27 competent, able counsel and conducted with the oversight and involvement of an
28 independent, well respected, and experienced mediator; counsel for the Parties had

1 an adequate opportunity to evaluate and consider the strengths and weaknesses of
2 their clients' respective positions; the Litigation involved vigorously disputed claims,
3 underscoring the uncertainty of the outcome in this matter and the risks of continued
4 litigation; the Settlement provides meaningful relief and monetary benefits for the
5 Settlement Class Members; and the Parties were represented by highly qualified
6 counsel who vigorously and adequately represented their respective clients' interests.

7 9. The Settlement is in the best interests of the Settlement Class taking
8 into account the extent of the relief obtained in relation to the risks faced by the
9 Settlement Class Members in continuing to litigate their claim. The relief provided
10 under the Agreement is appropriate as to the individual members of the Settlement
11 Class and to the Settlement Class as a whole. All statutory and constitutional
12 requirements necessary to effectuate the Settlement have been met and satisfied. The
13 Parties shall effectuate the Agreement in accordance with its terms.

14 10. By operation of this Final Approval Order and Judgment, Plaintiff and
15 Plaintiff Releasers, on the one hand, and the Released Parties, on the other hand, shall
16 have unconditionally, completely, and irrevocably released and forever discharged
17 each other from and shall be forever barred from instituting, maintaining, prosecuting
18 or asserting any and all claims, liens, debts, demands, rights, actions, suits, causes of
19 action, controversies, costs, expenses, attorneys' fees, obligations, damages or
20 liabilities of any nature whatsoever, whether individual, class or representative,
21 whether legal, equitable, administrative, direct, indirect or otherwise, and whether
22 known or unknown, whether arising under any international, federal, state or local
23 statute, ordinance, common law, regulation, principle of equity or otherwise, that
24 actually were, or could have been, asserted in the Litigation or that relate in any
25 manner to an allegation that subscribers to Tinder Plus or Tinder Gold were charged
26 different prices based on their age. This release includes any purported claim based
27 on a theory that, following Tinder's elimination in February 2019 of age-based
28 pricing for new subscriptions to Tinder Plus or Tinder Gold purchased in California,

1 Plaintiff suffered discrimination due to her age insofar as subscribers under the age
2 of 29 who had purchased renewable subscriptions prior to that date continued, by
3 reason of subscription renewals, to pay the lower price for their subscriptions.

4 11. By operation of this Final Approval Order and Judgment, all
5 Settlement Class Members shall have unconditionally, completely, and irrevocably
6 released and forever discharged the Released Parties from and shall be forever barred
7 from instituting, maintaining, prosecuting or asserting any and all claims, liens, debts,
8 demands, rights, actions, suits, causes of action, controversies, costs, expenses,
9 attorneys' fees, obligations, damages or liabilities of any nature whatsoever, whether
10 individual, class or representative, whether legal, equitable, administrative, direct,
11 indirect or otherwise, and whether known or unknown, whether arising under any
12 international, federal, state or local statute, ordinance, common law, regulation,
13 principle of equity or otherwise, that actually were, or could have been, asserted in
14 the Litigation or that relate in any manner to an allegation that subscribers to Tinder
15 Plus or Tinder Gold were charged different prices based on their age. This release
16 includes any purported claim based on a theory that, following Tinder's elimination
17 in February 2019 of age-based pricing for new subscriptions to Tinder Plus or Tinder
18 Gold purchased in California, Settlement Class Members suffered discrimination due
19 to their age insofar as subscribers under the age of 29 who had purchased renewable
20 subscriptions prior to that date continued, by reason of subscription renewals, to pay
21 the lower price for their subscriptions.

22 12. "Plaintiff Releasers" means Plaintiff's predecessors, successors,
23 assigns, personal representatives, attorneys, and family members.

24 13. "Released Parties" means Defendants and their respective current and
25 former subsidiaries, parents, affiliates, divisions, officers, directors, members,
26 managers, shareholders, insurers, employees, agents, attorneys, legal representatives,
27 heirs, predecessors, successors, and assigns.

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1 14. Plaintiff and the Settlement Class Members shall, by operation of this
2 Final Approval Order and Judgment, be deemed to have waived the provisions, rights
3 and benefits of California Civil Code section 1542, and any similar law of any state
4 or territory of the United States or principle of common law. Section 1542 provides:

5 A general release does not extend to claims that the
6 creditor or releasing party does not know or suspect to
7 exist in his or her favor at the time of executing the release
8 and that, if known by him or her, would have materially
9 affected his or her settlement with the debtor or released
10 party.

11 15. Nothing herein shall bar any action or claim to enforce the terms of
12 the Agreement.

13 16. No action taken by the Parties, either previously or in connection with
14 the negotiations or proceedings connected with the Agreement, shall be deemed or
15 construed to be an admission of the truth or falsity of any claims or defenses
16 heretofore made or an acknowledgment or admission by any Party of any fault,
17 liability or wrongdoing of any kind whatsoever to any other Party. Neither the
18 Agreement nor any act performed or document executed pursuant to or in furtherance
19 of the Settlement: (a) is or may be deemed to be or may be used in any proceeding in
20 any court, administrative agency, or other tribunal as an admission of, or evidence
21 of, the validity of any claim made by the Settlement Class Members or Plaintiff's
22 Counsel, or of any wrongdoing or liability of the persons or entities released under
23 the Agreement, or (b) is or may be deemed to be or may be used in any proceeding
24 in any court, administrative agency, or other tribunal as an admission of, or evidence
25 of, any fault or omission of any of the persons or entities released under the
26 Agreement. Defendants' agreement not to oppose the entry of this Final Approval
27 Order and Judgment shall not be construed as an admission or concession by
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1 Defendants that class certification was or would be appropriate in the Litigation or
2 would be appropriate in any other action.

3 17. **[If applicable:** For the reasons stated in the Court’s separate order on
4 Class Counsel’s application for an award of attorneys’ fees, costs, and expenses and
5 an incentive award to Plaintiff, and in accordance with the terms of the Agreement,
6 the following amounts shall be paid by Defendants:

7 a. Fees, costs and expenses to Class Counsel: \$_____

8 b. Incentive award to Plaintiff: \$_____]

9 18. Except as provided in this Order, Plaintiff shall take nothing against
10 Defendant by her First Amended Complaint, and final judgment shall be entered
11 thereon, as set forth in this Order.

12 19. Without affecting the finality of the Judgment hereby entered, the
13 Court reserves jurisdiction over the implementation of the Agreement.

14 20. Without further order of the Court, the Parties may agree to reasonable
15 extensions of time to carry out any provisions of the Agreement.

16 21. There is no just reason for delay in the entry of this Judgment, and
17 immediate entry by the Clerk of the Court is expressly directed pursuant to Rule 54(b)
18 of the Federal Rules of Civil Procedure.

19
20 IT IS SO ORDERED this ____ day of _____,.

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HON. JOHN F. WALTER
UNITED STATES DISTRICT JUDGE

1 John P. Kristensen (SBN 224132)
2 **KRISTENSEN LLP**
3 12450 Beatrice Street, Suite 200
4 Los Angeles, California 90066
5 Telephone: 310-507-7924
6 Facsimile: 310-507-7906
7 john@kristensenlaw.com

8 Todd M. Friedman (SBN 216752)
9 Adrian R. Bacon (SBN 280332)
10 **LAW OFFICES OF TODD M. FRIEDMAN, P.C.**
11 21031 Ventura Blvd #340
12 Woodland Hills, California 91364
13 Telephone: (877) 619-8966
14 Facsimile: (866) 633-0028
15 tfriedman@toddfllaw.com
16 abacon@toddfllaw.com

17 *Attorneys for Plaintiff and all others similarly
18 situated*

19 **THE UNITED STATES DISTRICT COURT**
20 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

21 LISA KIM, individually on behalf of
22 herself and all others similarly
23 situated,

24 Plaintiff,

25 vs.

26 TINDER, INC., a Delaware
27 corporation; MATCH GROUP, LLC,
28 a Delaware limited liability company;
MATCH GROUP, INC., a Delaware
corporation; and DOES 1 through 10,
inclusive, and each of them,

Defendants.

} Case No.: 2-18-cv-03093

} **DECLARATION OF LISA KIM
IN SUPPORT OF AMENDED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT AND
CERTIFICATION OF
SETTLEMENT CLASS**

} Date: November 1, 2021
Time: 1:30 P.M.
Courtroom: 7A

DECLARATION OF LISA KIM

1 I Lisa Kim, declare:
2

- 3 1. I am the named plaintiff in this action. I have personal knowledge of the
4 following facts and, if called upon as a witness, could and would
5 competently testify thereto, except as to those matters which are explicitly
6 set forth as based upon my information and belief and, as to such matters, I
7 am informed and believe they are true and correct.
8 2. I submit this declaration in support of the Plaintiff’s Amended Motion for
9 Preliminary Approval of Class Action Settlement and Certification of
10 Settlement Class in the action against defendants, Tinder, Inc., Match
11 Group, LLC and Match Group, Inc. (“Defendants”).
12 3. In early 2015, I used the Tinder app onto my iPhone mobile device. At the
13 time, I was using Tinder’s free services. Around early 2016, I purchased a
14 subscription to Tinder Plus, for \$19.99, in order to take advantage of its
15 supplemental services. I was over the age of 29 at the time.
16 4. I was not provided any discounts on the app purchase, though I am aware
17 that people who were age 29 or younger were offered a discount for their
18 purchase of the same services. I find such age-based price differences to be
19 unfair and discriminatory.
20 5. I brought this lawsuit as a class action in order to address what I felt were
21 unfair, discriminatory and illegal price differences being charged to
22 consumers based on their age.
23 6. My attorneys have informed me of the responsibilities of a class
24 representative. I understand these responsibilities and am willing and
25 prepared to put the interest of the class members before my own.
26 Throughout this case, I believe that I served as an adequate class
27 representative. I worked with my attorneys throughout the case, assisting in
28 preparing the responses to discovery that was served on me, and assisting in

1 drafting the complaint. I also regularly discussed the case with my attorneys
2 when they had questions and participated in numerous phone calls with my
3 attorneys about the status of the case. I also regularly corresponded with my
4 attorneys by email, and did all that I could to make sure the case was
5 successful for the Class. I also participated in the settlement discussions, by
6 speaking with my attorneys about the status of settlement discussions during
7 mediation. I have also reviewed the settlement agreement in this case and
8 had several discussions with my attorneys regarding settlement on behalf of
9 the class in my role as a class representative.

10 7. My best estimate is that I spent approximately 20-30 hours of my time in
11 connection with this case to date, which includes time spent in assisting in
12 the resolution of this matter post Appeal. The activities I have performed
13 have included, but have not been limited to: obtaining legal counsel,
14 numerous telephone conversations with my attorneys, numerous emails with
15 my attorneys, gathering documents, reviewing documents with my attorneys
16 and assisting them in developing the claims in this case, being actively
17 involved in the settlement process to ensure a fair result for the Class as a
18 whole, participating in 2 mediations and subsequent settlement
19 conversations, and spending time carefully reviewing the Settlement, and
20 other case related documents on my own and with my attorneys to make
21 sure that Settlement and the other work my attorneys performed are in the
22 best interests of the Class.

23 8. I also understand that my attorneys have submitted an application to this
24 Court for an Incentive Award to compensate me for my unique contributions
25 to the success of this action in the amount of \$5,000. I believe this amount
26 is fair and reasonable compensation for my efforts in this case and the risks
27 I have taken in pursuing a fair recovery for the Class. There is now a public
28

1 record - this publicly filed lawsuit - that I served as a class representative in
2 a class action lawsuit. Further, before I filed this case, my counsel also
3 advised me of the possibility that, if the case was lost, I could have been
4 ordered to pay Defendants' costs, which easily could have totaled tens of
5 thousands of dollars by the end, if not even more. This amount has probably
6 now increased due to the time and costs spent on the appeal and subsequent
7 mediation.

8 9. Most importantly, the settlement achieved for the Class was, in my view,
9 outstanding. People who make claims will be receiving significant amounts
10 of monetary relief in the form of a common fund settlement, and Defendants
11 have already modified their pricing practices after the first settlement, which
12 was very important to me as a consumer who cares about fairness in the
13 marketplace for consumers.

14 10. Finally, I understand that the release of claims I have entered into by virtue
15 of this Settlement prevents me from bring any other claims against
16 Defendants and that the release I am entering into is much broader than that
17 of the Class Members I represent.

18 For these reasons, I believe the Incentive Award requested is fair and
19 reasonable. I respectfully request the Court approve the Motion for
20 Preliminary Approval, and the requested Incentive Award.

21 I declare under penalty of perjury under the laws of California and the
22 United States that the foregoing is true and correct, and that this declaration was
23 executed on 10/4/2021.

24 DocuSigned by:
Lisa Kim
3D2E24485BE2455...

25 Lisa Kim
26

1 John P. Kristensen (SBN 224132)
2 **KRISTENSEN, LLP**
3 12450 Beatrice Street, Suite 200
4 Los Angeles, California 90066
5 Telephone: 310-507-7924
6 Fax: 310-507-7906
7 john@kristensenlaw.com

8 Todd M. Friedman (SBN 216752)
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13 Telephone: (877) 619-8966
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15 tfriedman@atoddfllaw.com.com
16 abacon@atoddfllaw.com

17 *Attorneys for Plaintiff and all others similarly situated*

18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA

20 LISA KIM, individually and on behalf
21 of all others similarly situated,

22 Plaintiff,

23 vs.

24 TINDER, INC., a Delaware
25 corporation; MATCH GROUP, LLC,
26 a Delaware limited liability company;
27 MATCH GROUP, INC., a Delaware
28 corporation; and DOES 1 through 10,
inclusive, and each of them,

Defendants.

Case No. CV 18-03093 JFW (AS)

Hon. John F. Walter

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

Hearing Date: November 1, 2021
Hearing Time: 1:30 p.m.
Courtroom: 7A

Plaintiff Lisa Kim (“Plaintiff”) has moved the Court for preliminary approval of a proposed class action settlement, the terms and conditions of which are set forth

1 in the Amended Class Action Settlement Agreement filed with the Court on [DATE],
2 2021 (“Agreement”).

3 Having considered all matters submitted to it, including the complete record
4 of this action, and good cause appearing therefor, the Court hereby finds and
5 concludes as follows:

6 1. The capitalized terms used in this Order shall have the same meaning
7 as defined in the Agreement except as otherwise expressly provided.

8 2. The Court preliminarily approves the settlement provided for in the
9 Agreement (the “Settlement”) as potentially warranting final approval, and as
10 meriting submission to the Settlement Class for its consideration.

11 3. For purposes of potential approval of the Settlement only, the Court
12 certifies the Settlement Class, which consists of every person in California who
13 subscribed to Tinder Plus or Tinder Gold during the period between March 2, 2015
14 and March 1, 2019 and at the time of the subscription was at least 29 years old and
15 was charged a higher rate than younger subscribers, except those who timely opt out
16 of the Settlement Class.

17 4. The Court preliminarily finds, solely for purposes of considering the
18 Settlement, that the requirements of Federal Rule of Civil Procedure 23 are
19 conditionally satisfied, including that the Settlement Class Members are too
20 numerous to be joined in a single action; that common issues of law and fact exist
21 and predominate; that the claims of the Class Representative are typical of the claims
22 of the Settlement Class Members; that the Class Representative and Class Counsel
23 can adequately protect the interests of the Settlement Class Members; and that class
24 treatment is superior to alternative means of resolving the claims and disputes at issue
25 in this Litigation, as set forth in greater detail in the Court’s Order at Dkt. No. ___,
26 which is incorporated by reference herein.

27 5. The Court conditionally designates Law Offices of Todd M.
28 Friedman, P.C., and Kristensen, LLP as class counsel (“Class Counsel”) and Plaintiff

1 as Class Representative for purposes of considering the Settlement. The Court
2 preliminarily finds that the Class Representative and Class Counsel fairly and
3 adequately represent and protect the interests of the absent Settlement Class
4 Members. The Court designates and approves Epiq to serve as Settlement
5 Administrator.

6 6. Not later than [DATE], Plaintiff and Class Counsel may make a
7 written application to the Court for an award of attorneys' fees, costs, and expenses
8 and an incentive award to Plaintiff.

9 7. A Final Approval hearing shall be held before this Court at 1:30 p.m.
10 on [DATE], at the United States District Court for the Central District of California,
11 to address: (a) whether the proposed Settlement should be finally approved as fair,
12 reasonable and adequate, and the Final Approval order should be entered, and (b)
13 whether the application for attorneys' fees, costs, and expenses and incentive award
14 to Plaintiff should be approved

15 8. The Court approves, as to form and content, the Notice and the Claim
16 Form substantially similar to the forms attached as Exhibits 2 and 3 to the Agreement.
17 The Parties shall have discretion to jointly make non-material minor revisions to the
18 form of notice before dissemination. Duties regarding settlement and claim
19 administration, including, but not limited to, notice and related procedures, shall be
20 performed by the Settlement Administrator, subject to the oversight of the Parties
21 and the Court as described in the Agreement.

22 9. A Settlement Website shall be operative no later than the Notice Date.
23 The Settlement Website shall contain downloadable copies of this Preliminary
24 Approval order and the motion papers submitted in support thereof, the Notice, the
25 Agreement, the Claim Form, and, when filed, the application for attorneys' fees,
26 costs, and expenses and incentive award to Plaintiff.

27 10. By [DATE], the Settlement Administrator shall send the Notice by
28 email to the Settlement Class Members. Notice shall also be posted on the Settlement

1 Website. Any additional Notice that the Parties might agree to shall be sent
2 accordingly.

3 11. The Court finds that the Parties' plan for providing notice to the
4 Settlement Class as set forth in Part IV of the Settlement Agreement (the "Notice
5 Plan") will provide the best practicable notice in the circumstances, is reasonably
6 calculated to provide notice to the Settlement Class of the pendency of the Litigation,
7 the certification of the Settlement Class, the terms of the Agreement, and the Final
8 Approval hearing, and complies fully with the requirements of Federal Rule of Civil
9 Procedure 23, the United States Constitution, and any other applicable law.

10 12. Any Settlement Class Member who desires to be excluded from the
11 Settlement Class, and therefore not be bound by the terms of the Agreement, must,
12 by [DATE], submit, pursuant to the instructions set forth in the Notice and on the
13 Settlement Website, a timely and valid written request for exclusion, postmarked no
14 later than [DATE]. No one shall be permitted to exercise any exclusion rights on
15 behalf of any other person, whether as an agent or representative of another or
16 otherwise, except upon proof of a legal power of attorney, conservatorship,
17 trusteeship, or other legal authorization that predates receipt of the Notice, and no
18 one may exclude other persons within the Settlement Class as a group, class, or in
19 the aggregate.

20 13. At least 14 days prior to the hearing on Final Approval, the Parties
21 shall prepare a list of the names of the persons who, pursuant to the procedures
22 described in the Agreement, have excluded themselves from the Settlement Class in
23 a valid and timely manner, and shall file that list with the Court. The Court retains
24 jurisdiction to resolve any disputed exclusion requests.

25 14. Any member of the Settlement Class who elects to be excluded shall
26 not receive any benefits of the Settlement, shall not be bound by the terms of the
27 Agreement, and shall have no standing to object to the Settlement or intervene in the
28 Litigation.

1 15. Any Settlement Class Member who does not submit a valid and timely
2 request for exclusion may object to the Agreement. Any such Settlement Class
3 Member shall have the right to appear and be heard at the Final Approval hearing,
4 either personally or through an attorney retained at the Settlement Class Member’s
5 own expense. Any such Settlement Class Member must file with the Court and serve
6 upon Plaintiffs’ Counsel and Defendants’ Counsel at the addresses set forth in the
7 Notice a written objection to the Settlement (“Objection”). The Objection must
8 satisfy the requirements set forth in Section 4.7 of the Agreement and must be filed
9 and served no later than [DATE]. Any Settlement Class Member who does not
10 submit a timely Objection in accordance with the Agreement and as set forth herein
11 shall not be considered to have filed a valid objection to the Settlement.

12 16. Any Settlement Class Member who wishes to appear at the Final
13 Approval hearing must file a notice of his or her intention to do so with the Court and
14 contemporaneously serve it upon Plaintiffs’ Counsel and Defendants’ Counsel at the
15 addresses set forth in the Notice no later than [DATE].

16 17. The Parties shall file their motions for Final Approval no later than
17 [DATE], and their reply in support of that motion and responses to any objections
18 and requests to intervene no later than [DATE].

19 18. In the event that the proposed Settlement is not finally approved by
20 the Court, or in the event that the Agreement becomes null and void pursuant to its
21 terms, this Preliminary Approval order and all orders entered in connection herewith
22 shall become null and void, shall be of no further force or effect, and shall not be
23 used or referred to for any purposes whatsoever in this Litigation or in any other case
24 or controversy; in such event, the Agreement and all negotiations and proceedings
25 directly related thereto shall be deemed to be without prejudice to the rights of any
26 and all of the Parties, who shall be restored to their respective positions as of the date
27 and time immediately preceding the execution of the Agreement.

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19. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice to the Settlement Class Members. The Final Approval hearing may, from time to time and without further notice to the Settlement Class Members, be continued by order of the Court.

IT IS SO ORDERED this ____ day of _____, 2021.

HON. JOHN F. WALTER
UNITED STATES DISTRICT JUDGE