

[PROPOSED] ORDER

Plaintiff Allan Candelore (“Plaintiff”) filed this Action on May 28, 2015 against Defendant Tinder, Inc.,¹ alleging that Tinder’s age-based pricing model for its premium services violated the Unruh Civil Rights Act, Civil Code §51 et seq., and the Unfair Competition Law (“UCL”), Business and Professions Code §17200 et seq. This Court certified the class on July 15, 2024, appointed Plaintiff Allan Candelore as class representative, and appointed Kralowec Law, P.C., Altshuler Berzon, LLP, and Rava Law Firm as Class Counsel. Class Notice was sent to class members and seven individuals timely opted out of the class action. After two mediation sessions with experienced mediators, the parties have now reached a class action settlement to resolve the claims in the Complaint for the class members who did not previously opt out.

Plaintiff filed an unopposed motion for (1) preliminary approval of the Settlement Agreement; (2) approval of the proposed notice and notice distribution plan, and (3) approval of a schedule for the Final Approval process. The proposed Settlement (“Settlement Agreement”) is attached as Exhibit 1 to the Declaration of Kimberly A. Kralowec filed in support of the motion.

Having considered the Motion, the supporting documents, including the Settlement Agreement, any arguments of counsel, and the pleadings and filings in this Action, and good cause appearing, the Court orders as follows:

Preliminary Approval of Class Action Settlement

1. The stay imposed by this Court on April 18, 2025 is hereby lifted for purposes of considering and potentially approving the Settlement Agreement only. Should the Settlement not be finally approved, or should approval be reversed on appeal, no time spent on this settlement approval process shall be counted against the five-year clock for bringing this action to trial. That is, the five-year clock remains tolled as of April 18, 2025.

2. Except as otherwise defined in this Order, all capitalized terms have the same meaning as defined in the Settlement Agreement.

3. The Court finds that the Settlement Agreement is the result of good faith, non-

¹ Pursuant to a 2017 merger, Tinder, Inc.'s assets and liabilities were acquired by Match Group, LLC. In 2024, Match Group, LLC changed its name to Tinder LLC.

1 collusive, arms'-length negotiations between the Parties. The Settlement Agreement was reached
2 only after significant litigation over the past ten years, including extensive discovery by Plaintiff,
3 research and investigation, permitting the Parties and the Court to become familiar with the strengths
4 and weaknesses of the case. The Court finds the Settlement Agreement falls within the range that
5 may be granted final approval as fair, adequate and reasonable.

6 4. The Court hereby grants preliminary approval of the Settlement Agreement and the
7 Settlement it embodies.

8 **Approval of the Notice of Settlement and Plan of Distribution**

9 5. The Court hereby approves as to form and content the Notices of Proposed Class
10 Action Settlement (the "Notice"), which are attached to the Settlement Agreement as Exhibits A-G,
11 and the proposed plan for distributing the Notice. The Court hereby finds the plan for notifying Class
12 Members satisfies the notice requirements and all other legal and due process requirements, and
13 complies with applicable law, including Code of Civil Procedure Section 382 and California Rules of
14 Court, rule 3.769, is the best notice practicable under the circumstances, and shall constitute due and
15 sufficient notice to all persons entitled to notice. The Court further finds that any text message sent
16 pursuant to this Order and the Notice plan stated in the Settlement Agreement does not violate the
17 Telephone Communications Protection Act.

18 6. The Settlement Administrator is directed to implement the notice plan outlined in the
19 Settlement Agreement.

20 7. The Court hereby confirms Verita to serve as Settlement Administrator.

21 8. The Court hereby approves the procedures to object to and request exclusion from the
22 Settlement as outlined in the Settlement Agreement. Class Members must submit to the Settlement
23 Administrator an Opt-out Request or written Notice of Objection within forty-five (45) calendar days
24 from the initial mailing of the Notice of Settlement by the Settlement Administrator, unless the 45th
25 day falls on a Sunday or federal holiday, in which case the deadline will be extended to the next day
26 on which the U.S. Postal Service is open (the "Exclusion/Objection Deadline"). The
27 Exclusion/Objection Deadline may also be extended by express agreement between Class Counsel
28 and Defendant's Counsel. In the event that an emailed or mailed Notice is returned to the Settlement

1 Administrator as undeliverable and is re-sent to a Settlement Class Member, the deadline for that
2 Settlement Class Member to object or request exclusion shall be fifteen (15) calendar days after the
3 Exclusion/Objection Deadline. Class Members may also appear at the Final Approval Hearing and
4 object to the Settlement orally without having submitted a written objection.

5 **Procedures for Final Approval of the Settlement Agreement**

6 9. The Court hereby schedules a Final Approval Hearing for May 20, 2026 at
7 9:00 a.m./p.m. in Department 17 to determine whether the Settlement Agreement should be
8 finally approved as fair, reasonable, and adequate to all Class Members who do not timely opt out of
9 the Settlement; and to consider Plaintiff's motion(s) for an award of attorneys' fees and litigation
10 costs and expenses to Class Counsel; and for a service award to Plaintiff.

11 10. Plaintiff's motion(s) for an award of attorneys' fees and litigation costs and expenses
12 to Class Counsel and for a service award to Plaintiff shall be filed and posted on the Settlement
13 Website no later than thirty (30) days before the Objection/Exclusion Deadline.

14 11. Plaintiff's motion for final approval of the Settlement Agreement and response to any
15 timely and valid objections shall be filed no later than ~~thirty (30) days~~^{16 court days} prior to the Final Approval
16 Hearing.

17 12. Any Class Member may appear at the Final Approval Hearing in person, or through
18 their own attorney, to show cause regarding why the Court should not approve the Settlement
19 Agreement, the proposed awards of attorneys' fees and litigation costs and expenses to Class
20 Counsel, and/or the service award to Plaintiff.

21 13. The Court reserves the right to continue the date of the Final Approval Hearing. If the
22 Court continues the date of the Final Approval Hearing, notice of such continuation will be posted on
23 the Settlement website.

24 14. If, for any reason, the Court does not finally approve the Settlement Agreement, it will
25 be of no force or effect, and the Parties shall be returned to their original respective positions as of
26 September 10, 2025 as set forth in the Settlement Agreement.

27 15. Nothing in this Order or the Settlement shall be construed as an admission or
28 concession by any party. The Settlement and this resulting Order represent a compromise of disputed

1 allegations.

2 16. In all other respects, the Parties are ordered to implement the terms of the Settlement
3 Agreement.

4 17. The Court retains jurisdiction to consider all further applications arising out of or
5 connected with the proposed Settlement.

6 IT IS SO ORDERED.

7
8 Dated: January 13, 2026



Laura Seigle
Laura A. Seigle
Judge of the Superior Court
Laura A. Seigle / Judge