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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALLAN CANDELORE, on his own behalf and on behalf of all others similarly situated,

Plaintiff,

v.

TINDER, INC.; and DOES 1 through 50,

Defendants.

Case No. BC583162

CLASS ACTION

AMENDED DECLARATION OF KIMBERLY A. KRALOWEC IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Date: January 13, 2026
Time: 9:00 a.m.
Place: Dept. 17
Hon. Laura A. Seigle

Action Filed: May 28, 2015
Trial Date: None

I, Kimberly A. Kralowec, declare as follows:

1. I am an attorney licensed to practice law in California and the principal of Kralowec Law, P.C. I am co-counsel of record for plaintiff Allan Candelore and Court-appointed Class Counsel in the above-referenced case against Tinder, Inc. I have personal knowledge of the matters stated below, and if called on to testify, would do so truthfully.

2. After more than ten years of contested litigation, the parties have agreed to settle the individual and class claims alleged in this action for $60.5 million and other relief, as reflected in the Class Action Settlement Agreement attached hereto as Exhibit 1 ("Settlement Agreement" or "SA"). Unless otherwise specified, capitalized terms in this declaration have the same meanings as in the Settlement Agreement.

3. I have carefully reviewed the statement of facts section of plaintiff's Memorandum of Points and Authorities in Support of Preliminary Approval of Class Action Settlement ("Motion"), filed concurrently herewith. The facts stated in that section, including the summary of discovery conducted, are true and correct. Most of the facts can be confirmed by reference to the parties' past filings in this action and by reference to the relevant orders of this Court.

4. After the Court granted class certification on July 15, 2024, the parties filed a stipulation, subsequently adopted as a Court order, stating that barring any further stays, Plaintiff's deadline to bring the case to trial was February 17, 2026. *See* Stipulation re: Five Year Rule filed Aug. 16, 2024. Assuming a January 2026 trial date, and given the required notice periods, dispositive motions would need to be filed by September 2025. In other words, barely a year remained to seek pre-trial dispositive rulings. Plaintiff propounded multiple additional sets of written discovery in July 2024 and thereafter, intended to generate facts and admissions needed for dispositive motions, including a motion for summary adjudication on liability, which we anticipated filing based on the strength of the *Candelore* opinion. Between this time and the September 2025 mediation, we also researched, evaluated and planned to file motions for summary adjudication of many of the affirmative defenses asserted in Tinder's amended answer filed on October 30, 2018. The affirmative defenses we believed were vulnerable to judgment in favor of Plaintiff and the Class included Tinder's "no harm" affirmative defenses and Tinder's "good faith"/"lack of intent" affirmative defenses. We

also planned early motions in limine to exclude certain evidence supporting certain of Tinder's defenses.

5. We were unable to proceed with these plans because on January 24, 2025, Tinder appealed this Court's order denying Tinder's motions to compel arbitration, and sought and obtained an order from this Court staying all proceedings pending resolution of the appeal. As of the time of the mediation at which the Settlement was formed, Tinder had filed its opening brief on July 23, 2025, Plaintiff filed his respondent's brief on September 11, 2025 (the day after the mediation), and Tinder's reply brief would have been due on approximately September 25, 2025. The parties notified the Court of Appeal of the settlement and the deadline for Tinder's reply brief was vacated.

6. In December 2023, the Ninth Circuit reversed approval of the second classwide settlement Tinder attempted to negotiate with the named plaintiff in *Kim v. Tinder, Inc.*, N.D. Cal. Case No. 2:18-cv-3093-JFW-AS. In early 2024, Tinder became willing, for the first time, to engage in settlement discussions with Class Counsel, and we participated in such discussions with Tinder's counsel over several months in early 2024. On November 19, 2024, after class certification was granted and while Tinder's motions to compel arbitration were pending, the Parties exchanged mediation briefs and exhibits and participated in an in-person mediation with the Hon. William J. Cahill (Ret.) of JAMS. The case did not settle at that mediation. On September 10, 2025, at this Court's urging, the Parties prepared new mediation briefs and exhibits and participated in a second full-day in-person mediation with Mr. Antonio Piazza of Mediated Negotiations. By the end of this mediation, the Parties had agreed to the essential terms reflected in the Settlement Agreement.

7. I attended the mediation on September 10, 2025 and I was extensively involved in the negotiation of the formal Settlement Agreement and exhibits. The portions of the statement of facts in the Motion summarizing the terms of the Settlement Agreement are true and correct based on my personal knowledge of the settlement terms.

8. The Settlement Agreement represents an excellent resolution of the Class Member's claims made only after extensive legal and factual research, analysis, investigation, and discovery conducted by Class Counsel in this matter since it was filed in May 2015. We had been made fully aware of Tinder's legal and factual defenses through Tinder's many appellate and trial-level briefs

filed in this matter; from its written discovery responses; from its deposition testimony; from reviewing Tinder's two mediation briefs in connection with the two mediations; and from hearing Tinder's best arguments during a lengthy joint mediation session with Mr. Piazza. By the time the Settlement Agreement was formed, we had a comprehensive understanding of the strengths and weaknesses of this case.

9. I have closely reviewed Part III.D of the Motion, summarizing the risks, complexity, and duration of further litigation. That summary accurately reflects the specific litigation risks we believed the Class would have faced in attempting to take the case to trial and judgment, as well as the risk of post-judgment appeals leading to years of additional delay. All of this analysis informed the settlement negotiations and our determination that the $60.5 million settlement ultimately reached was not only fair, reasonable and adequate, but an excellent result for the Class.

10. Based on information and discovery provided by Tinder, the $60.5 million settlement is expected to more than fully compensate the Class Members for all amounts by which Tinder overcharged them due to their age. Depending on how calculated, the $60.5 million settlement will afford the Class Members a range of 160% to 376% of the economic harm they suffered from Tinder's violations of California law prohibiting age discrimination. From March 2, 2015 through September 30, 2025, the Class Members overpaid for Tinder Plus and Tinder Gold by approximately $16.144 million, according to Tinder's records. The Settlement represents 376% of this amount. If estimated pre-judgment interest at the rate of 7% per annum is added, the Class Members overpaid by approximately $24.846 million. The Settlement represents 243% of this amount.

11. The Net Settlement Shares expected to be distributed to the Class Members also exceed their economic harm. Plaintiff and Class Counsel intend to seek an attorneys' fees award of one-third of the Settlement Fund or approximately $20,166,000; litigation costs and expenses actually incurred of up to $300,000; and a service award for named plaintiff Allan Candelore of $20,000. Settlement administration costs are projected at $295,500 and capped at $348,500. (*See* Declaration of Jay Geraci of Verita, filed herewith, ¶37.) If the Court approves these proposed awards, the Net Settlement Fund to be distributed to the Class Members would be $39,719,500. This sum equals 247% of the estimated classwide overcharge of $16.144 million, or 160% of the estimated classwide

overcharge plus pre-judgment interest of $24.846 million.

12. In addition to providing us with the data used to calculate the above figures, Tinder also produced an Excel spreadsheet with payment data for a sample of 10,000 individual Class Members. A paralegal working at Class Counsel's direction calculated that the average overcharge paid by the Class Members in the sample is $70.65. Based on a projected Net Settlement Fund of $39,719,500 and a Class size of approximately 268,000, the expected average Net Settlement Share is $148.21, or 210% of the average overcharge. The actual shares to be distributed to each Class Member will be higher or lower depending on the amount by which each Class Member was actually overcharged (except if no payment data is available, in which case the average will be used). SA ¶¶58(c)(ii), 60(b)(ii).

13. The three Class Counsel firms—Kralowec Law, P.C., the Rava Law Firm, and Altshuler Berzon LLP—have agreed in writing on how any award of attorneys' fees will be divided among themselves. Plaintiff Allan Candelore approved the agreement in writing. The agreement does not include any other law firms or attorneys.

14. As outlined in my declaration in support of class certification, filed on January 25, 2022, I have been practicing law since 1992 and I have extensive experience handling consumer class action litigation in state and federal court. I personally briefed and argued the appeal that resulted in the *Candelore* opinion in this case. Based on my extensive experience, as well as my involvement in this litigation since before its filing in May 2015, and in view of the strengths and weaknesses of the claims as summarized above and in the Motion, I believe the settlement is fair, reasonable and adequate and I respectfully ask the Court to grant preliminary approval.

15. Neither I nor my law firm have any interest or involvement in the governance or work of the proposed *cy pres* recipients in this case.

16. After my original declaration in support of this motion was filed on December 12, 2025, the parties discovered that a superseded version of one of the exhibits to the Settlement Agreement had been mistakenly attached to the filed version. Exhibit 1 to this amended declaration is a true and correct copy of the Class Action Settlement Agreement agreed to and executed by the parties in this matter, with the erroneous exhibit corrected.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed on December 29, 2025 at San Francisco, California.

Kimberly A. Kralowec

EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT
***Candelore v. Tinder, Inc.*, Los Angeles County Superior Court Case No. BC583162**

1. This Class Action Settlement Agreement, which incorporates all terms of the parties' binding Short Form Settlement Agreement dated September 10, 2025, is made by and between Plaintiff Allan Candelore, on behalf of himself and the certified Class ("Plaintiff"), and Defendant Tinder LLC (f/k/a Match Group, LLC) as successor to Defendant Tinder, Inc. ("Tinder" or "Defendant") (collectively, the "Parties"), after arms-length settlement negotiations including mediation sessions on November 19, 2024 and September 10, 2025.

I. RECITALS

2. Plaintiff Allan Candelore commenced this Action on May 28, 2015, alleging that Tinder violated the Unruh Civil Rights Act and the Unfair Competition Law ("UCL") by charging older users more than younger users for the premium services of the Tinder dating app, commonly referred to as "Tinder Plus" and "Tinder Gold." Class certification was granted in full on July 15, 2024. On November 19, 2024, the parties participated in a mediation session with the Hon. William J. Cahill (Ret.) of JAMS.

3. On January 17, 2025, Tinder's motions to compel arbitration were denied. On January 25, 2025, Tinder filed a notice of appeal of that order (Cal. Ct. App. Case No. B344085) and proceedings in the trial court were stayed. During the pendency of the appeal, on September 10, 2025, the parties participated in a mediation session with Mr. Antonio Piazza of Mediated Negotiations. On the same day, the parties agreed to the terms of a binding Short Form Settlement Agreement (the "Short Form Agreement"). On or about September 18, 2025, the terms of the Short Form Agreement were approved by Match Group's board of directors.

4. After more than ten years of vigorous contested litigation, the parties desire to resolve the Action on the terms stated herein. This Class Action Settlement Agreement is the "Long Form Settlement Agreement" contemplated by the Short Form Agreement and incorporates all terms of the Short Form Agreement.

II. DEFINITIONS

5. In addition to the terms defined elsewhere in this Agreement, the following defined terms apply throughout this Agreement and the attached exhibits:

6. "Action" means *Candelore v. Tinder, Inc.*, Los Angeles County Superior Court Case No. BC583162.

7. "Class" and "Class Members" means all members of the certified class defined in the Court's Order re Plaintiff's Motion for Class Certification filed July 15, 2024, excluding those who timely opted out in response to the class notice distributed in approximately October 2024 and February 2025.

8. "Class Counsel" means Altshuler Berzon LLP; Kralowec Law, P.C.; and the Rava Law Firm.

9. "Court" means the Los Angeles County Superior Court.

10. "Effective Date" means: (a) 10 days after the Court grants final approval of the Settlement if there are no objectors; or (b) if there are objectors, 10 days after the last date for seeking appellate review of the Court's final approval of the Settlement (defined below) if no timely appeal has been filed (*i.e.*, 60 days after the Court enters judgment on its final approval order if no timely appeal is filed); or (c) if one or more objectors has filed a timely appeal, 10 days after the date the California Court of Appeal affirms the Court's final approval of the Settlement without material modification and the date for further appeal or review has passed without further appeal or review; or (d) if there are further appeals or requests for review, 10 days after any further appeals or requests for review have been finally resolved without material modification of the final approval order.

11. "Notice Date" means the deadline by which the Settlement Administrator must distribute Class Notice by email, text, U.S. mail, and publication, as described herein. Unless a different deadline is set by the Court, the Notice Date shall be the date that is forty (40) days after the date the Court grants preliminary approval of the Settlement.

12. "Plaintiff" means Allan Candelore.

13. "Released Parties" means Tinder and its current and former subsidiaries, parents, affiliates, divisions, officers, directors, members, managers, shareholders, insurers, employees, agents, attorneys, legal representatives, predecessors, successors, and assigns.

14. "Settlement," "Settlement Agreement," and "Agreement" each means this Class Action Settlement Agreement.

15. "Settlement Administrator" means the third-party settlement administrator proposed by Plaintiff and approved by the Court. Plaintiff, having solicited and reviewed bids from five third-party administrators, intends to propose Verita to serve as Settlement Administrator.

16. "Settlement Class" and "Settlement Class Members" means all Class Members except those who submit timely and valid opt-outs from this Settlement.

17. "Tinder" means Tinder LLC f/k/a Match Group, LLC as successor to Defendant Tinder, Inc. In 2017, Match Group, LLC acquired the assets and liabilities of Tinder, Inc., which is the named defendant in the Action.

18. "Tinder Premium Services" means the premium services of the Tinder dating app commonly referred to as "Tinder Plus" and "Tinder Gold."

III. SETTLEMENT CONSIDERATION

A. Monetary Terms

19. Settlement Fund. Within ten (10) days of the date of the Court's order granting preliminary approval of the Settlement, in full and complete settlement of the Released Claims

(defined below), Tinder shall pay sixty million five hundred thousand dollars ($60,500,000) into a non-reversionary interest-bearing Qualified Settlement Fund (as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*) (the "Settlement Fund") established by the Settlement Administrator.

20. Gross Settlement Fund. The Gross Settlement Fund equals the Settlement Fund plus the interest earned thereon during the period from the date of payment by Tinder pursuant to paragraph 19, above, through 15 days after the Effective Date.

21. Attorneys' Fees, Costs and Expenses, and Service Award. Plaintiff will seek the Court's approval of the following amounts to be paid from the Gross Settlement Fund:

a. A common fund attorneys' fee award to Class Counsel using the percentage-of-the-fund method;

b. An award of litigation costs and expenses to Class Counsel;

c. An award of the notice, administration and distribution costs associated with implementation of this Settlement, payable to the Settlement Administrator;

d. An award of costs, if any, incurred by the prior class notice administrator, Epiq Class Action and Claims Solutions, Inc. ("Epiq"), in relation to the implementation of this Settlement after the date this Agreement has been fully signed;

e. A service award to Plaintiff Allan Candelore.

22. Settlement Class Member Shares. The sums approved by the Court pursuant to paragraph 21, above, shall first be subtracted from the Gross Settlement Fund, generating the "Net Settlement Fund." The Net Settlement Fund shall be allocated to the Settlement Class Members in the manner described in paragraphs 56-60, below, and shall be distributed to the Settlement Class Members in the manner described in paragraphs 61-68, below.

23. *Cy Pres* Recipient Shares. All sums that do not reach the Settlement Class Members pursuant to the distribution plan described in paragraphs 61-68, below, shall be paid to one or more *cy pres* recipients proposed by Plaintiff, with input from Tinder, and approved by the Court. Pursuant to Code of Civil Procedure section 384, Plaintiff intends to propose one or more of the following organizations that provide legal services to the indigent across California: Bay Area Legal Aid, Bet Tzedek, California Rural Legal Assistance, Inc., Greater Bakersfield Legal Assistance, Legal Services of Northern California, OneJustice, Public Counsel, Legal Aid Foundation of Los Angeles, Neighborhood Legal Services of Los Angeles County, Inland Counties Legal Services, Inc., and Legal Aid Society of San Diego as the *cy pres* recipients. There shall be no reversion of any amount to Tinder.

B. Data Production

24. Within thirty (30) days after the date of execution of this Agreement, or within ten (10) days of preliminary approval, whichever is earlier, Tinder shall provide the Settlement Administrator and Class Counsel with an Excel spreadsheet, which shall be kept confidential and whose contents may only be used for the purpose of this Settlement (the "Spreadsheet"). The Spreadsheet shall contain the following data in Tinder's possession for each Class Member:

a. The Class Member's name;

b. The Class Member's contact information (including email addresses and/or telephone numbers);

c. The Class Member's "ca_list_user_ number" or other unique user number or ID in Tinder's records and "first_sub_start_date" (as those terms are used in the Tinder database from which the data is drawn); and

d. "Payment Data" for each Class Member for whom Tinder has such information, namely: (i) the number of payments made by the Class Member for Tinder Premium Services on subscriptions purchased prior to February 5, 2019, including all auto-renewal payments on such subscriptions made after February 5, 2019 through September 30, 2025 ("Total Number of Payments" or "TNP"; referred to in Tinder's database as "count_transactions"); and (ii) the total, in U.S. dollars, of all the payments made by the Class Member on the subscriptions described in subparagraph (i), above ("Total Amount Paid" or "TAP"; referred to in Tinder's database as "gross_total_cash").

i. For the approximately 102 Class Members for whom Tinder can identify a TNP but no TAP, the Spreadsheet shall state a value in the TAP cell calculated based on the SKU(s) associated with the Class Member's payments according to Tinder's records.

ii. For the approximately 19,577 Class Members for whom Tinder cannot identify the Payment Data, the Spreadsheet shall state a value of "null" in the corresponding cell(s) in that Class Member's row.

iii. The Spreadsheet shall identify the approximately 11,848 Class Members for whom Tinder can identify only partial Payment Data (*i.e.*, TNP and TAP from February 5, 2019 through September 30, 2025 only).

iv. For the approximately 1,856 Class Members for whom Tinder lacks contact information, the Spreadsheet shall include, at a minimum, the Class Member's name and "ca_list_user_ number" or other unique user number or ID in Tinder's records.

C. Other Consideration

25. Promptly after the order preliminarily approving the Settlement, and by no later than fifteen (15) days before the final approval hearing date, Tinder shall, after providing 90 days' notice to affected users (defined as all identifiable grandfathered users identified in Tinder's records as California residents who first subscribed to Tinder Premium Services before February 5, 2019 who are, as of the date of the notice, continuing to pay a lower price for Tinder Premium Services based on their age), halt all age-based pricing for their autorenewal payments on such subscriptions, with the result that, to the best of Tinder's knowledge, no subscribers to Tinder Plus or Tinder Gold in California will continue to receive age-based pricing on any existing subscriptions. By no later than fifteen (15) days before the final approval hearing date, Tinder shall certify to Class Counsel that the provisions of this paragraph have been carried out.

IV. NOTICE OF SETTLEMENT

26. The "Notice Date" shall be forty (40) days after the Court grants preliminary approval of the Settlement, unless a different date is set by the Court. The Settlement Administrator shall be responsible for providing Class notice as set forth in this Section, and shall provide Class Counsel and Tinder's counsel with updates on the progress of providing Class Notice. The Settlement Administrator shall cooperate with Class Counsel in providing declarations to be filed with the Court confirming that Class notice was completed in accordance with this Section.

27. **Data to Be Utilized for Class Notice.** To effectuate notice to the Class, the Settlement Administrator shall use the names and contact information provided by Tinder pursuant to paragraph 24, above, as well as names and contact information provided by Class Counsel and/or Epiq, as follows:

a. Within ten (10) days after preliminary approval, Class Counsel shall provide the Settlement Administrator with all Class Member names and contact information they have obtained from Class Members.

b. Within ten (10) days after preliminary approval, Epiq shall provide the Settlement Administrator with all Class Member names and contact information (including but not limited to email addresses, mailing addresses, and/or telephone numbers) in its possession as of the date of preliminary approval, including but not limited to new contact information that it located through telephone and email searches.

c. Prior to the Notice Date, the Settlement Administrator shall use all available means to locate and/or to update valid email addresses, telephone numbers and/or mailing addresses for as many Class Members as possible including but not limited to reverse phone lookups to find email addresses for Class Members who do not have email addresses in the data provided by Tinder, Epiq, or Class Counsel. The Parties and Epiq shall reasonably cooperate with these efforts. For notice purposes, the Settlement Administrator shall utilize the contact information that it deems most likely to be accurate for each Class Member.

d. Prior to the Notice Date, the Settlement Administrator shall take reasonable steps to deduplicate the Class list to avoid sending multiple Notices to the same Class

Members. If the Settlement Administrator determines that multiple rows of data in the Spreadsheet apply to the same Class Member (because the same email address and/or telephone number appears in multiple Spreadsheet rows), the Settlement Administrator shall take steps to ensure that all Payment Data for the Class Member is preserved and can be accurately correlated to the Class Member for purposes of the plan of allocation set forth in paragraphs 56-60, below.

28. **Method of Class Notice.** Notice of the Settlement shall be provided to the Class as follows:

a. **Notice by Email.** On the Notice Date, the Settlement Administrator shall send notice by email to all Class Members for whom the Settlement Administrator has an email address. If the Settlement Administrator receives bounce-back email messages for Class Members, it shall take reasonable steps to attempt to skip-trace new email addresses for those Class Members, including by using telephone numbers to find email addresses, and shall re-send the Class Notice to any new email addresses. If the Settlement Administrator is not able to find a new email address, the Settlement Administrator shall send notice by text.

b. **Notice by Text Message.** On the Notice Date, the Settlement Administrator shall send notice by text to all Class Members for whom the Settlement Administrator has a telephone number, if the Settlement Administrator does not have, or is unable to locate, a valid email address for the Class Member. Text messages will not be sent via any equipment that might be classified as an automatic telephone dialing system; and before commencing notice via text, the Settlement Administrator shall conduct a reassigned telephone number database scrub. Plaintiff will request a provision in the order granting preliminary approval that any text message sent pursuant to the order does not violate the Telephone Communications Protection Act. In addition, any notice sent by text shall state that, by participating in the Settlement, the Class Member consents to past and future text messages regarding the Settlement.

c. **Notice by U.S. Mail.** On the Notice Date, or thereafter following reasonable skip-trace efforts, if the Settlement Administrator does not have and is not able to find a valid email address or telephone number for a Class Member, but the Settlement Administrator obtains from Epiq or Class Counsel, or is able to discover through skip-trace efforts, a U.S. mail address, the Settlement Administrator will send notice via U.S. mail.

d. **Notice by Publication.** Beginning on the Notice Date and continuing thereafter for such period of time as the Settlement Administrator deems reasonable for a targeted publication campaign, notice shall be made to the Class Members by publication through:

i. Social media ads, including Facebook ads, targeted to persons in California who would have been over age 29 as of March 2, 2015, or over age 28 as of March 2, 2016, when Tinder adopted its age-based pricing (to be administered by the Settlement Administrator).

ii. Other forms of notice as recommended by the Settlement Administrator and included in the Settlement Administrator's bid.

iii. Other forms of notice that Plaintiff might wish to pursue, at Plaintiff's expense (subject to reimbursement from the common fund) (*e.g.*, other published notice, direct outreach, etc.).

e. **Settlement Website Notice.** As of the Notice Date, the Settlement Administrator will establish and maintain a Settlement website as described in paragraph 30, below, on which the Class Notice shall be posted.

29. **Content of Class Notice.**

a. Class notices shall be substantially in the form attached hereto as **Exhibits A**, **B**, **C**, and **D** (collectively, the "Notice(s)" or "Class Notice(s)"). Exhibit A is the long-form notice to be posted on the settlement website. Exhibit B is the post card notice to be sent via U.S. mail to any Class Member to whom mailed notice is sent. Exhibit C is the notice to be sent by email. Exhibit D is the notice to be sent by text.

b. Each Notice that is sent to a Class Member shall contain a unique identifier assigned by the Settlement Administrator that the Class Member may use in communicating with the Settlement Administrator or any counsel or party in response to the Class Notice, including when selecting a Preferred Distribution Method (defined below).

c. Modified Class Notices shall be sent to the 31,425 Class Members for whom a TAP figure is not stated in Tinder's Spreadsheet or for whom Tinder's Spreadsheet provides only partial Payment Data (as described in paragraph 24(d)(ii)-(iii)). The modified notices, substantially in the form attached hereto as **Exhibits E**, **F**, and **G**, will inform these Class Members that their Net Settlement Shares will be calculated using an average (as set forth in paragraphs 58(c)(iii) and 60(b)(ii), below), unless they contact the Settlement Administrator to provide their Payment Data (as described in paragraph 32(c), below).

30. **Settlement Website.**

a. The Settlement Administrator shall establish and maintain a Settlement website, on which the long-form Class Notice (Exhibit A, attached) shall be published along with information about the Action and other important documents, including this Settlement Agreement, the Court's Preliminary Approval Order, the Complaint, Class Certification Order, the Court of Appeal's Decision in *Candelore v. Tinder*, and any other relevant information that the parties agree to provide or that the Court may require. Plaintiff's motion(s) for awards of attorneys' fees, litigation costs and expenses, and a service award for Plaintiff shall be posted to the Settlement website after it is filed.

b. The Settlement website shall contain a summary of the options available to Class Members, including deadlines to act, and shall provide answers to frequently asked questions. References to the website shall be prominently displayed in the Class Notice.

c. The Settlement website shall contain a method by which Class Members may provide changed contact information (email, telephone, or U.S. mailing address) and select their Preferred Distribution Method (as discussed in paragraph 32(b), below).

31. **Dedicated Toll-Free Telephone Number and Email Address.**

a. As of the Notice Date, the Settlement Administrator will establish and maintain a toll-free telephone number to provide and receive information from Class Members and accommodate inquiries from Class Members.

b. As of the Notice Date, the Settlement Administrator will establish and maintain an email address to provide and receive information from Class Members and accommodate inquiries from Class Members, and to receive opt-out requests and objections.

V. INFORMATION GATHERING FROM CLASS MEMBERS

32. Class Members may, but are not required to, contact the Settlement Administrator by telephone, email, U.S. mail, or through a simple mechanism on the Settlement website for the following purposes:

a. To update their contact information;

b. To select the mechanism by which they would prefer to receive their Net Settlement Share ("Preferred Distribution Method") (*e.g.*, PayPal, Venmo, Zelle, bank account deposit, or a check to a designated mailing address); together with information sufficient to distribute their Net Settlement Share using their Preferred Distribution Method, such as email address, telephone number, bank account information, and/or mailing address; and/or

c. For Class Members who were sent the modified notice described in paragraph 29(c), above, to provide an estimate of the total amount they paid for Tinder Premium Services from March 2, 2015 through September 30, 2025, on subscriptions purchased before February 5, 2019 (the "Estimated Total Amount Paid" or "Estimated TAP"); together with documentation sufficient to verify the Class Member's Estimated TAP.

33. The Settlement Administrator may, in its discretion, reply to any Class Member to request clarification and/or additional documentation concerning their Estimated TAP and/or Preferred Distribution Method. The Settlement website shall encourage Class Members to provide information by ninety (90) days after the final approval hearing date, but the Settlement Administrator may, in its discretion, accept Class Member information provided at any time up to fifteen (15) days before the Distribution Date.

34. If a Class Member submits an Estimated TAP, the Settlement Administrator shall take reasonable steps to verify the Estimated TAP, including through assessing the reasonableness of the Estimated TAP in view of other information available to the Settlement Administrator regarding the Class Member's subscription(s) and through examining the supporting documentation provided by the Class Member. Tinder shall reasonably cooperate with the Settlement Administrator in verifying the Class Member's Estimated TAP, including by researching its records and providing any additional relevant information to the Settlement

Administrator in instances where the Class Member provides an email address (preferred) or phone number that was not listed on the Spreadsheet provided by Tinder under paragraph 24. The Settlement Administrator may reject a Class Member's Estimated TAP if the Settlement Administrator determines that the Estimated TAP has been inadequately documented or is otherwise unreliable or non-credible (in which case the Average TAP shall be used to calculate the Class Member's Net Settlement Share, as discussed in Section X, below). The Settlement Administrator's decision to reject an Estimated TAP shall be final and binding.

VI. VERIFICATION OF CLASS MEMBERSHIP

35. Persons claiming to be Class Members but who did not receive a mailed, emailed, or texted notice and were not assigned or did not receive a unique identifier from the Settlement Administrator ("Unverified Class Members") must contact the Settlement Administrator, by no later than 90 days after the final approval hearing date (unless they wish to object to the Settlement, in which case they must contact the Settlement Administrator by the Objection Deadline (see paragraph 49, below)), by telephone, email, U.S. mail, or through a simple verification mechanism on the Settlement website, substantially in the form of **Exhibit H**, attached, for the purpose of providing the following information to the Settlement Administrator:

a. Full name;

b. Full name at the time they subscribed to Tinder Plus or Tinder Gold, if different than current name;

c. The approximate date on which the Unverified Class Member first subscribed to Tinder Plus or Tinder Gold (must be before February 5, 2019);

d. Telephone number, email address and mailing address as of the time the Unverified Class Member first subscribed to Tinder Plus or Tinder Gold;

e. At least one of the following, together with supporting documentation:

i. Date of birth (which information will be used only for the purpose of confirming membership in the Settlement Class and will be kept confidential by the Settlement Administrator); and/or

ii. The Unverified Class Member's approximate age when they first subscribed to Tinder Plus or Tinder Gold (for subscriptions purchased from March 2015 through February 2016, Class Members must have been over age 29; for subscriptions purchased from March 2016 through February 5, 2019, Class Members must have been over age 28);

f. The Unverified Class Member's state of residence when they first subscribed to Tinder Plus or Tinder Gold (must be California); and

g. Current email address, telephone number, and mailing address;

h. [Optional] The Unverified Class Member's Estimated TAP; together with documents sufficient to confirm the Estimated TAP;

i. [Optional] The Unverified Class Member's selection of a Preferred Distribution Method and information sufficient to distribute a Net Settlement Share using the Preferred Distribution Method if the Unverified Class Member is verified as a Settlement Class Member.

36. No Unverified Class Member shall be deemed a Settlement Class Member entitled to a Settlement share unless: (a) they contact the Settlement Administrator by telephone, email, U.S. mail, or through Exhibit H on the Settlement website and provide the information stated above; and (b) their membership in the Settlement Class is verified by the Settlement Administrator.

37. The process to verify an Unverified Class Member's membership in the Settlement Class shall be as follows:

a. The Settlement Administrator shall cross-reference the information provided by the Unverified Class Member against the data provided by Tinder pursuant to paragraph 24, above.

i. If the Unverified Class Member's telephone number at the time they subscribed to Tinder Premium Services or email address at the time they subscribed to Tinder Premium Services matches a telephone number and/or email address provided by Tinder pursuant to paragraph 24, above, then the Settlement Administrator shall determine that the Unverified Class Member is a Settlement Class Member.

ii. If the Unverified Class Member's telephone number and email address fail to match a telephone number and/or email address provided by Tinder pursuant to paragraph 24, above, the Settlement Administrator shall take the following additional steps to verify the Unverified Class Member's membership in the Settlement Class:

1. The Settlement Administrator shall cross-reference the other information provided by the Unverified Class Member against the class definition and against other data provided by Tinder pursuant to paragraph 24, above; and

2. The Settlement Administrator shall take reasonable steps to verify the Unverified Class Member's age, including through assessing the reasonableness of the claimed age in view of other information available to the Settlement Administrator and through examining the documentation provided by the Class Member.

b. The Settlement Administrator shall notify the Unverified Class Member by email of its determination of whether they are a Settlement Class Member. If they are a Settlement Class Member, the Settlement Administrator shall assign them a unique identifier for use in future communications with the Settlement Administrator or any counsel or party. The Settlement Administrator's determination of whether the person is a Settlement Class Member shall be final and binding.

38. To verify an Unverified Class Member's Estimated TAP, the Settlement Administrator shall take reasonable steps, including through assessing the reasonableness of the Estimated TAP in view of other information available to the Settlement Administrator regarding the Unverified Class Member's subscription(s) and through examining the supporting documentation provided by the Unverified Class Member. The Settlement Administrator may reject an Unverified Class Member's Estimated TAP if the Settlement Administrator determines that the Estimated TAP has been inadequately documented or is otherwise unreliable or non-credible (in which case the Average TAP shall be used to calculate the Unverified Class Member's Net Settlement Share, as discussed in Section X, below). The Settlement Administrator's decision to reject an Estimated TAP shall be final and binding.

39. After the Settlement Administrator has exhausted all reasonable efforts to determine the Unverified Class Member's membership or non-membership in the Settlement Class and to evaluate the reliability of the Unverified Class Member's Estimated TAP, if the Settlement Administrator determines that a further review is reasonably warranted, Tinder shall reasonably cooperate with the Settlement Administrator in confirming the Unverified Class Member's membership or non-membership in the Settlement Class and the Unverified Class Member's Estimated TAP, including by researching its records and providing any additional relevant information to the Settlement Administrator for Class Members who have provided an email address (preferred) or phone number that was not listed on the spreadsheet provided by Tinder under paragraph 24.

40. The Settlement Administrator may, in its discretion, reach out to the Unverified Class Member to request additional information and/or documentation. The Settlement Administrator may, in its discretion, accept Unverified Class Member information provided at any time up to fifteen (15) days before the Distribution Date.

41. The Settlement Administrator must complete the process of verifying the Unverified Class Members' membership in the Settlement Class and Estimated TAP, if any, by the Distribution Date. The Settlement Administrator shall keep Class Counsel and Tinder's counsel informed on the progress of the verification process.

VII. OPT-OUTS AND OBJECTIONS

A. Opt-Outs

42. Although the Class Members were previously provided with notice of the pendency of this Action and an opportunity to opt out, the parties agree that the Class Members should be afforded a second opportunity to opt out if they do not wish to participate in this Settlement.

43. Unless a different deadline is set by the Court, the "Opt-Out Deadline" shall be the date that is forty-five (45) days after the Notice Date, except that if a Class Member's emailed or mailed notice was returned as undeliverable and re-sent pursuant to paragraph 28(a) or 28(c), that Class Member shall have an additional fifteen (15) days to opt out.

44. Each Class Member who wishes to be excluded from the Settlement must complete and return a request for exclusion to the Settlement Administrator via U.S. mail, email,

or personal delivery using the contact information stated in the Class Notice. Each request for exclusion must set forth the Class Member's name, mailing address, e-mail address and telephone number, unique identifier (if any), along with the statement "I wish to be excluded from the *Candelore v. Tinder* Settlement" or words clearly to that effect. Any request for exclusion must be personally signed by each person requesting exclusion. For requests submitted by email, the Class Member must attach the signed exclusion request as a separate document to the email. Each request for exclusion shall pertain to an individual Class Member only. So-called "mass," "representative," "class," or "batch" opt-outs shall not be allowed.

45. To be timely, the request for exclusion must be returned to the Settlement Administrator by no later than the Opt-Out Deadline. If the request for exclusion is returned by U.S. mail, the date of return will be the date of the postmark. If the request for exclusion is returned by personal delivery or email, the date of return will be the date the request for exclusion is actually received by the Settlement Administrator.

46. Each request for exclusion must be validated by the Settlement Administrator as timely and complete. Those Class Members who submit valid requests for exclusion will be referred to as "Excluded Class Members." Excluded Class Members will not receive any consideration under the Settlement and will not be bound by any provision of the Settlement.

47. As soon as practicable, and in no event later than seven (7) days after the Opt-Out Deadline, the Settlement Administrator shall provide to Class Counsel and Tinder's counsel a list of all Class Members who submitted valid requests to be excluded from the Settlement.

B. Objections

48. Class Members who do not opt out may object to the Settlement. To be timely, the objection must be delivered to the Settlement Administrator by no later than forty-five (45) days after Notice Date (the "Objection Deadline"), except that if a Class Member's emailed or mailed notice was returned as undeliverable and re-sent pursuant to paragraph 28(a) or 28(c), that Class Member shall have an additional fifteen (15) days to object. If the objection is delivered by U.S. mail, the date of delivery will be the date of the postmark. If the objection is delivered by personal delivery or email, the date of delivery will be the date the objection is actually received by the Settlement Administrator.

49. For a written objection to be considered by the Court, the objection must be mailed, emailed or personally delivered to the Settlement Administrator at the addresses listed in the Class Notice, and must include the following: (i) the case name; (ii) the name, address, email address, telephone number, and signature of the person objecting; (iii) the unique identifier stated in the class notice provided to the person objecting (or, for Unverified Class Members who have not previously completed Exhibit H, information sufficient to allow the Settlement Administrator to determine that the person is a Class Member as set forth in paragraphs 35-37, above); (iv) a statement of whether the objector intends to appear at the final approval hearing, either personally or through counsel; and (v) a statement of the grounds for his or her objection. The objection shall not be filed with or mailed to the Court by the objecting Class Member. Copies of any timely-submitted and valid objections shall be filed with the Court by Class Counsel no later than the deadline for filing the final approval motion. Class members may appear at the final

approval hearing, personally or through counsel, and present objections orally without also submitting a written objection.

50. As soon as practicable, and in no event later than seven (7) days after the Objection Deadline, the Settlement Administrator shall provide to Class Counsel and Tinder's counsel copies of all timely and valid objections.

VIII. PRELIMINARY AND FINAL APPROVAL

51. The parties shall jointly ask the trial court to lift the present litigation stay for purposes of moving for preliminary and final approval of the Settlement. No time spent on Settlement approval shall count against Plaintiff's and the Class's five years to bring the Action to trial.

52. Tinder shall fully support preliminary and final approval of the Settlement, including by providing declarations in support of preliminary and final approval and by cooperating with Plaintiff in responding to any objections to the Settlement.

53. Plaintiff shall file the motion for preliminary approval by December 12, 2025 or such other deadline as the Court may direct. Plaintiff will include a [Proposed] Order on preliminary approval substantially in the form set forth in **Exhibit I**. The final approval hearing date and time set by the Court shall be stated on the Settlement website. If the Court subsequently reschedules the date or time of the final approval hearing, the Settlement website shall be updated to inform the Class Members of the change(s).

54. Plaintiff shall file the motion(s) for awards of attorneys' fees, litigation costs and expenses, and a service award for Plaintiff by no later than thirty (30) days before the Objection Deadline. The motion(s) shall be filed with the Court and posted on the Settlement website.

55. Plaintiff shall file the motion for final approval of the Settlement and responses to any valid and timely objections by no later than thirty (30) days before the final approval hearing. Plaintiff will include a [Proposed] Judgment substantially in the form set forth in **Exhibit J**. Upon entry of Judgment by the Court, a copy of the Judgment will be posted on the Settlement website.

IX. ALLOCATION TO CLASS MEMBERS

56. The Settlement Administrator shall calculate each Settlement Class Member's share of the Net Settlement Fund (the "Net Settlement Share" or "Share") in accordance with the plan of allocation stated below. Tinder shall have no responsibility for performing such calculations.

57. The plan of allocation set forth below provides the Settlement Class Members with a share of the Net Settlement Fund accounting for both Unruh Act statutory damages on a per-person basis (an "Unruh Act Share") and UCL restitution on a pro rata basis determined by each Settlement Class Member's Total Amount Paid ("TAP") for Tinder Premium Services (a "UCL Restitution Share").

58. In addition to the definitions set forth elsewhere in this Agreement, the following definitions apply:

a. "Average Total Amount Paid" (or "Average TAP") means the average of the TAPs of all Payment-Data Class Members.

b. "Classwide Total Amount Paid" (or "Classwide TAP") means: (a) the total yielded by adding together all Individual TAPs; plus (b) the Average TAP times the number of No-Payment-Data Class Members. For example, if the Payment-Data Class Members paid a total of $1,000; the average payment amount is $50; and there are 20 No-Payment-Data Class Members, the Classwide TAP is $2,000.

c. "Individual TAP" means the TAP stated in the Spreadsheet or determined as follows:

i. For Settlement Class Members with no TAP in the Spreadsheet, or for whom the Spreadsheet indicates that Tinder can identify only partial Payment Data (as described in paragraph 24(d)(iii)) ("Partial-Payment-Data Class Members"), the Individual TAP shall be the Estimated TAP, if any, provided by the Settlement Class Member and verified by the Settlement Administrator.

ii. For Settlement Class Members for whom the Spreadsheet has multiple rows of data with multiple TAPs, and who did not provide an Estimated TAP, the Individual TAP shall be the total of the TAPs stated in all the rows for that Settlement Class Member. A row shall be deemed to apply to the same Settlement Class Member if the same telephone number and/or email address appears in more than one row in the Spreadsheet.

iii. For Partial-Payment-Data Class Members who did not provide an Estimated TAP, and for whom the Spreadsheet has only one row of data with one TAP figure, the Individual TAP shall be the TAP stated in that row plus one half of the Average TAP.

d. "No-Payment-Data Class Members" means Settlement Class Members for whom the Settlement Administrator does not have an Individual TAP.

e. "Payment-Data Class Members" means Settlement Class Members for whom the Settlement Administrator has an Individual TAP.

59. Promptly upon receipt of the Spreadsheet, the Settlement Administrator shall review the data produced by Tinder in the Spreadsheet, including the Settlement Class Members' TAP figures (referred to in Tinder's database as "gross_total_cash"), and confirm that data is complete and has been produced in a format that will enable the Settlement Administrator to run the allocation described herein. As part of this review, the Settlement Administrator shall attempt to run the allocation using a hypothetical Net Settlement Fund figure. If the Settlement

Administrator's review uncovers any deficiencies in the data other than those described in paragraph 24(d), Tinder shall reasonably cooperate with the Settlement Administrator to promptly resolve the deficiencies.

60. Each Settlement Class Member's share of the Net Settlement Fund shall be calculated as follows:

a. Unruh Act Share: Each Settlement Class Member shall receive an Unruh Act Share equal to seventy percent (70%) of the Net Settlement Fund divided by the total number of Settlement Class Members.

b. UCL Restitution Share: In addition, the Settlement Class Members shall receive a UCL Restitution Share equal to thirty percent (30%) of the Net Settlement Fund multiplied by the Settlement Class Member's "UCL Percentage," calculated as follows:

i. Payment-Data Class Members: Divide the Individual TAP by the Classwide TAP.

ii. No-Payment-Data Class Members: Divide the Average TAP by the Classwide TAP.

X. DISTRIBUTION TO CLASS MEMBERS

61. The Settlement Administrator shall distribute the Net Settlement Shares on the schedule set forth in paragraph 71, below. For purposes of this Section, the "Distribution Date" shall be sixty (60) days after the Effective Date.

A. Initial Distribution to the Settlement Class Members

62. Data to Be Used for Distribution. To distribute the Net Settlement Shares to the Settlement Class Members, the Settlement Administrator shall use the contact information provided by Tinder, Class Counsel and/or Epiq, as updated by the Settlement Administrator pursuant to paragraphs 27(c) and 28(a), above. If a Settlement Class Member has, by the Effective Date, provided valid updated contact information as described in paragraphs 32 or 35, above, the Settlement Administrator shall use this information for purposes of distribution.

63. Distribution of the Net Settlement Shares shall be made to the Settlement Class Members as follows:

a. Automatic Distributions. Automatic distributions shall be made to the following Settlement Class Members ("Group A"), who shall not be required to submit a claim or otherwise reply to the Class Notice in order to be entitled to a distribution:

i. All Settlement Class Members for whom the Settlement Administrator has a valid email address or phone number that matches an email address or phone number in an available third-party payment system (including but not limited to PayPal, Venmo, or Zelle), or for whom any other available third-party payment system is able to locate/create an account: The Settlement Administrator shall distribute these Settlement Class Members' Shares

through the third-party payment system determined by the Settlement Administrator as most likely to reach the Settlement Class Member. If an attempt to distribute a Settlement Class Member's Share through one third-party payment system fails, the Settlement Administrator shall attempt to distribute the Share through each other available third-party payment system in succession until the attempt to distribute the Share is successful.

ii. All Settlement Class Members for whom the Settlement Administrator has a valid mailing address and whose Net Settlement Share could not be distributed in the manner described in paragraph 63(a)(i): The Settlement Administrator shall distribute these Settlement Class Members' Shares by mailing them a check.

iii. If any Settlement Class Members in Group A(i) or (ii) have, by fifteen (15) days before the Distribution Date, informed the Settlement Administrator of their Preferred Distribution Method and provided information sufficient to make their distribution pursuant to their Preferred Distribution Method, their Shares shall be distributed in accordance with their election. If the attempt to distribute a Settlement Class Member's Share through their Preferred Distribution Method fails, the Settlement Class Member shall be sent a reminder notice as described in paragraph 63(c).

b. Claims-Made Distributions. Claims-made distributions shall be made to the following class members, to whom it is not possible to make a distribution unless they reply to the Settlement notice or otherwise contact the Settlement Administrator:

i. All Settlement Class Members not in Group A who have contacted the Settlement Administrator by the Effective Date; who have selected a Preferred Distribution Method; and who have provided information sufficient to make their distribution pursuant to their Preferred Distribution Method: The Settlement Administrator shall distribute these Settlement Class Members' shares in accordance with their Preferred Distribution Method. If the attempt to distribute a Settlement Class Member's Share through their Preferred Distribution Method fails, the Settlement Class Member shall be sent a reminder notice as described in paragraph 63(c).

ii. All Settlement Class Members not in Group A who have contacted the Settlement Administrator by the Effective Date; who have not selected a Preferred Distribution Method; and who have provided a valid email address or phone number that matches an email address or phone number in an available third-party payment system (including but not limited to PayPal, Venmo, or Zelle), or for whom any other available third-party payment system is able to locate/create an account: The Settlement Administrator shall distribute these Settlement Class Members' shares through the third-party payment system determined by the Settlement Administrator as most likely to reach the Settlement Class Member. If an attempt to distribute a Settlement Class Member's Share through one third-party payment system fails, the Settlement Administrator shall attempt to distribute the Share through each other available third-party payment system in succession until the attempt to distribute the Share is successful.

iii. All Settlement Class Members not in Group A for whom the Settlement Administrator has a valid mailing address and whose Net Settlement Share could not

be distributed in the manner described in paragraph 63(a)(i)-(ii): The Settlement Administrator shall distribute these Settlement Class Members' Shares by mailing them a check.

iv. All Unverified Class Members whose membership in the Settlement Class has been verified by the Settlement Administrator by the Distribution Date; who have selected a Preferred Distribution Method; and who have provided information sufficient to make their distribution pursuant to their Preferred Distribution Method: The Settlement Administrator shall distribute these Settlement Class Members' shares in accordance with their Preferred Distribution Method. If the attempt to distribute a Settlement Class Member's Share through their Preferred Distribution Method fails, the Settlement Class Member shall be sent a reminder notice as described in paragraph 63(c).

v. All Unverified Class Members whose membership in the Settlement Class has been verified by the Settlement Administrator by the Distribution Date; who have not selected a Preferred Distribution Method; and who have provided a valid email address or phone number that matches an email address or phone number in an available third-party payment system (including but not limited to PayPal, Venmo, or Zelle), or for whom any other available third-party payment system is able to locate/create an account: The Settlement Administrator shall distribute these Settlement Class Members' shares through the third-party payment system determined by the Settlement Administrator as most likely to reach the Settlement Class Member. If an attempt to distribute a Settlement Class Member's Share through one third-party payment system fails, the Settlement Administrator shall attempt to distribute the Share through each other available third-party payment system in succession until the attempt to distribute the Share is successful.

vi. All Unverified Class Members whose membership in the Settlement Class has been verified by the Settlement Administrator by the Distribution Date, for whom the Settlement Administrator has a valid mailing address and whose Net Settlement Share could not be distributed in the manner described in paragraph 63(a)(iv)-(v): The Settlement Administrator shall distribute these Settlement Class Members' Shares by mailing them a check.

c. Reminder Notices. Reminder notices shall be in substantially the form of **Exhibit K**, attached, and shall be given as follows:

i. All Settlement Class Members whose payments the Settlement Administrator determines it cannot complete through steps (a) or (b) because it lacks needed information (such as information sufficient to make their distribution through a third-party payment service or other available distribution method), and for whom the Settlement Administrator has a valid mailing address, email address or telephone number, shall be sent a reminder notice by post card, email and/or text to provide the needed information. The Settlement Administrator shall send these reminder notices by no later than 15 days after the date on which the last unsuccessful distribution to that Settlement Class Member was attempted. If, within 15 days after the date of the reminder notice, the Settlement Class Member provides information sufficient to make their distribution, the Settlement Administrator shall complete the distribution to that Settlement Class Member. The Settlement Administrator shall endeavor to complete all distributions pursuant to this subparagraph by no later than 45 days after the Distribution Date.

ii. All Settlement Class Members who were mailed a check and whose check remains uncashed within 30 days of mailing shall be sent a reminder notice by post card, and by email or text if a valid email address or telephone number is available, to cash the check or provide alternate payment information by no later than 120 days of the date of original mailing of the Settlement Class Member's check. The Settlement Administrator shall send these reminder notices by no later than the first business day after 30th day after the date of original mailing.

d. Settlement Class Members whose Net Settlement Shares are distributed by check shall have 120 days from the date of original mailing to negotiate their checks, and such time period shall be stated on the checks. The Settlement Administrator may re-issue checks to Settlement Class Members who report, within 120 days of the date of original mailing, that their check was never received, lost, damaged or destroyed. Settlement Class Members to whom a check is re-issued shall have 150 days (*i.e.*, an extra 30 days) from the original date of mailing to negotiate their re-issued checks; such deadline shall be stated on the re-issued checks.

B. Additional Distribution(s) to Settlement Class Members; Distribution to *Cy Pres* Recipients

64. Within 10 days after the void date of the last mailed check, the Settlement Administrator shall report to Class Counsel and Tinder's counsel the portion, if any, of the Net Settlement Fund that remains undistributed to the Settlement Class Members (the "Undistributed Portion").

65. Within 10 days after the Settlement Administrator has reported the amount of the Undistributed Portion to Class Counsel, Class Counsel, in consultation with the Settlement Administrator, shall determine and report to the Settlement Administrator whether it is economically feasible to make an additional distribution to those Settlement Class Members to whom an initial distribution was successfully made. Relevant factors shall include the size of the Undistributed Portion, the estimated cost of making an additional distribution, the number of Settlement Class Members to whom an initial distribution was successfully made, and the estimated size of the Settlement Class Members' additional shares.

66. If one or more additional distributions are not economically feasible in the judgment of Class Counsel in consultation with the Settlement Administrator, the Settlement Administrator shall distribute the Undistributed Portion to the *cy pres* recipient(s) pursuant to paragraph 23, above. This distribution shall be made within 10 days after Class Counsel has determined and reported to the Settlement Administrator that one or more additional distributions are not economically feasible.

67. If one or more additional distributions are economically feasible in the judgment of Class Counsel in consultation with the Settlement Administrator, the additional distribution(s) shall be made to the Settlement Class Members as follows:

a. An amount equal to the estimated cost of the additional distribution shall be deducted from the Undistributed Portion. The remaining amount is the "Net Undistributed Portion."

b. The Settlement Administrator shall identify the Settlement Class Members whose initial Net Settlement Shares were successfully delivered pursuant to paragraph 63(a) and (b) above; and shall calculate these Settlement Class Members' shares of the Net Undistributed Portion pursuant to the allocation plan stated in paragraph 60, above. The Settlement Administrator shall make an additional distribution to each of these Settlement Class Members in an amount equal to their share of the Net Undistributed Portion using the distribution method that was previously successful for that Settlement Class Member.

c. The additional distribution shall be made within 10 days after Class Counsel have determined and reported to the Settlement Administrator that the additional distribution is feasible. If any of the distributions are not successfully delivered, the Settlement Administrator shall repeat the reminder notice process described in paragraph 63(c), above.

d. If the Settlement Administrator was unable to successfully deliver an initial Settlement share to a Settlement Class Member, it would be futile to attempt an additional distribution to that Settlement Class Member. Therefore, no additional distribution shall be made to such Settlement Class Members.

e. The Settlement Administrator shall repeat the process described in subparagraphs (a)-(d) until it is no longer economically feasible, in the judgment of Class Counsel in consultation with the Settlement Administrator, to make a further distribution.

68. After all additional distributions described in paragraph 67 are complete, any remaining sums shall be paid to the *cy pres* recipient(s) pursuant to paragraph 23, above. This distribution shall be made within 10 days after the void date of the last check mailed as part of an additional distribution, but only after the Court has approved an amended form of Judgment naming the specific *cy pres* recipients and shares.

XI. TAXES

69. For Settlement Class Members whose Net Settlement Share exceeds the tax reporting amount in effect as of the Distribution Date, and for Settlement Class Members entitled to an additional distribution such that their total share of the Net Settlement Fund will exceed the tax reporting amount in effect as of the date of the additional distribution, the Settlement Administrator shall contact the Settlement Class Member by email or, if no valid email address is available, by text or U.S. mail, to request the information required by law. The Settlement Administrator shall distribute such Class Members' shares in compliance with applicable tax law.

70. Tinder shall have no legal or other responsibility to pay any unpaid state, federal, or other taxes due from Settlement Class Members in connection with any distributions they receive under this Agreement.

XII. DISTRIBUTION SCHEDULE

71. The Gross Settlement Fund shall be distributed on the following schedule:

a. On or about the first business day following the 15th day after the Effective Date, the Settlement Administrator shall transfer the Gross Settlement Fund to a distribution account and shall determine the final amount of the Gross Settlement Fund. The Settlement Administrator shall also determine the final amount of the Net Settlement Fund.

b. Within sixty (60) days after the Effective Date, the Settlement Administrator shall begin distributing the Net Settlement Shares in accordance with paragraph 63, above, and shall use reasonable efforts to complete the initial distribution of the Net Settlement Shares within ninety (90) days from the Effective Date.

c. Within thirty (30) days after the Effective Date, the Settlement Administrator shall transmit to Plaintiff any court-approved service payment.

d. At each Class Counsel firm's option, to be communicated to the Settlement Administrator promptly upon final approval, either:

i. Within ten (10) days after final approval, if a Class Counsel firm elects this option, the Settlement Administrator shall transfer to the electing Class Counsel firm a sum equal to its share of the Court's awards of attorneys' fees and litigation costs and expenses. Once transferred to the electing Class Counsel firm, the sums described in this paragraph shall not be returned to the Settlement Administrator unless: (i) the order granting final approval is vacated, overturned, reversed, or rendered void as a result of an appeal in the Action, or the Settlement Agreement is voided, rescinded, or otherwise terminated by the Parties for any other reason; and (ii) no amended settlement agreement is formed and submitted to the trial Court for preliminary approval within six (6) months after finality of the appellate reversal of the final approval order or after the termination of the Settlement Agreement by the Parties.

ii. Within ten (10) days after the Effective Date, the Settlement Administrator shall transfer to each non-electing Class Counsel firm a sum equal to its share of the Court's awards of attorneys' fees and litigation costs and expenses.

e. Within thirty (30) days after completion of the initial distribution of the Net Settlement Shares as described in paragraph 63, the Settlement Administrator may transfer to itself (and to Epiq as applicable) any notice, administration and distribution costs approved by the Court pursuant to paragraph 21(c) and (d), above. Within thirty (30) days after completion of any additional distribution(s) and the *cy pres* distribution(s) described in paragraphs 66-68, the Settlement Administrator may transfer to itself the costs associated with the additional distribution(s).

f. The Settlement Administrator shall provide regular accountings to Class Counsel and Tinder's counsel concerning the progress of distribution, including a final accounting verifying that all settlement funds have been finally and correctly distributed. The Settlement Administrator shall cooperate with Class Counsel in providing declarations containing such information to be filed with the Court.

XIII. RELEASES

72. a. In exchange for the consideration provided by Tinder herein, Plaintiff, on behalf of himself and the Settlement Class, shall, as of the Effective Date, 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 or could have been asserted in the Action based on Tinder's adoption and implementation of an age-based pricing structure in California for its Tinder Premium Services pursuant to which older users were charged more than younger users for the same Tinder Premium Services due to their age, from March 2, 2015 through the date of final approval of the Settlement (the "Released Claims").

b. Plaintiff and Tinder 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 Tinder 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 Tinder 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 Tinder 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.**

73. Nothing in this Agreement shall be construed as an admission of liability by Tinder.

XIV. MISCELLANEOUS PROVISIONS

74. This Agreement shall be governed by and interpreted pursuant to California law and shall be deemed to have been jointly drafted by the parties.

75. For purposes of this Settlement Agreement, "Tinder" means and includes Tinder LLC f/k/a Match Group, LLC, which shall be fully responsible for complying with all terms of this Agreement and if necessary shall submit to the jurisdiction of the Los Angeles County Superior Court for the limited purposes of enforcing the Agreement and the ensuing judgment against Tinder, Inc.

76. There will be no restriction on the parties or their counsel publicly discussing the Settlement after the preliminary approval motion is filed.

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77. If final approval is not granted or is reversed on appeal, the parties shall revert to their positions as of September 10, 2025, except that the Settlement Administrator (and Epiq as applicable) shall be paid for work to date out of the Gross Settlement Fund before it is returned to Tinder, including accrued interest on the Gross Settlement Fund, and except as otherwise stated herein.

78. Each person signing this Settlement Agreement acknowledges and represents that he or she has full authority to bind the entity(ies) on whose behalf he or she signs.

DATE: December 12, 2025

TINDER LLC f/k/a MATCH GROUP, LLC

Signed by:
By Sean Edgett
1C6DE810D970465...

Its: Chief Legal Officer and Secretary

DATE: December ___, 2025

PLAINTIFF ALLAN CANDELORE

_____

APPROVED AS TO FORM:

DATE: December 12, 2025

_____
Counsel for Tinder LLC f/k/a Match Group, LLC

DATE: December ___, 2025

_____
Altshuler Berzon LLC
Counsel for Plaintiff and the Class

DATE: December ___, 2025

_____
Kralowec Law, P.C.
Counsel for Plaintiff and the Class

DATE: December ___, 2025

_____
The Rava Law Firm
Counsel for Plaintiff and the Class

XV. INDEX OF EXHIBITS

Document	Exhibit
Long-Form Class Notice (for the Settlement website)	A

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78. Each person signing this Settlement Agreement acknowledges and represents that he or she has full authority to bind the entity(ies) on whose behalf he or she signs.

DATE: December ___, 2025

TINDER LLC f/k/a MATCH GROUP, LLC

By: _____

Its: _____

DATE: December 12, 2025

PLAINTIFF ALLAN CANDELORE

Allan Candelore

APPROVED AS TO FORM:

DATE: December ___, 2025

_____
Counsel for Tinder LLC f/k/a Match Group, LLC

DATE: December ___, 2025

_____
Altshuler Berzon LLC
Counsel for Plaintiff and the Class

DATE: December ___, 2025

_____
Kralowec Law, P.C.
Counsel for Plaintiff and the Class

DATE: December ___, 2025

_____
The Rava Law Firm
Counsel for Plaintiff and the Class

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78. Each person signing this Settlement Agreement acknowledges and represents that he or she has full authority to bind the entity(ies) on whose behalf he or she signs.

DATE: December ___, 2025

TINDER LLC f/k/a MATCH GROUP, LLC

By: _____

Its: _____

DATE: December ___, 2025

PLAINTIFF ALLAN CANDELORE

_____

APPROVED AS TO FORM:

DATE: December___, 2025

_____
Counsel for Tinder LLC f/k/a Match Group, LLC

DATE: December___, 2025

_____
Altshuler Berzon LLC
Counsel for Plaintiff and the Class

DATE: December 12, 2025

_____
Kralowec Law, P.C.
Counsel for Plaintiff and the Class

DATE: December___, 2025

_____
The Rava Law Firm
Counsel for Plaintiff and the Class

XV. INDEX OF EXHIBITS

Document	Exhibit
Long-Form Class Notice (for the Settlement website)	A

77. If final approval is not granted or is reversed on appeal, the parties shall revert to their positions as of September 10, 2025, except that the Settlement Administrator (and Epiq as applicable) shall be paid for work to date out of the Gross Settlement Fund before it is returned to Tinder, including accrued interest on the Gross Settlement Fund, and except as otherwise stated herein.

78. Each person signing this Settlement Agreement acknowledges and represents that he or she has full authority to bind the entity(ies) on whose behalf he or she signs.

DATE: December ___, 2025

TINDER LLC f/k/a MATCH GROUP, LLC

By: _____

Its: _____

DATE: December ___, 2025

PLAINTIFF ALLAN CANDELORE

_____

APPROVED AS TO FORM:

DATE: December___, 2025

_____
Counsel for Tinder LLC f/k/a Match Group, LLC

DATE: December___, 2025

_____
Altshuler Berzon LLC
Counsel for Plaintiff and the Class

DATE: December___, 2025

_____
Kralowec Law, P.C.
Counsel for Plaintiff and the Class

DATE: December 12, 2025

_____
The Rava Law Firm
Counsel for Plaintiff and the Class

XV. INDEX OF EXHIBITS

Document	Exhibit
Long-Form Class Notice (for the Settlement website)	A

Document	Exhibit
Post Card Class Notice (for notice by U.S. Mail)	B
Emailed Class Notice	C
Texted Class Notice	D
Modified Post Card Class Notice for No-Payment-Data and Partial-Payment-Data Class Members (for notice by U.S. Mail)	E
Modified Emailed Class Notice for No-Payment-Data and Partial-Payment-Data Class Members	F
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Verification Form (for Unverified Class Members only)	H
[Proposed] Order Granting Preliminary Approval of Class Action Settlement	I
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EXHIBIT A

Superior Court of California, County of Los Angeles

Candelore v. Tinder, Inc.

Case No. BC583162

Class Action Notice

Authorized by Los Angeles County Superior Court

Did you purchase Tinder Plus or Tinder Gold, in California, at any time on or after March 2, 2015 when you were over the age of 29 (or at any time on or after March 2, 2016 when you were over the age of 28)?

There is a settlement of a class action lawsuit for $60.5 million.

You may be entitled to money.

You should go to the settlement website to choose how you want to be paid.

If you do not specify your payment choice on the website, the Settlement Administrator will attempt to pay you electronically via PayPal, Venmo, or Zelle according to your information existing in Tinder's records. You will be paid more quickly and ensure your payment reaches you if you choose your payment method on the website.

Please read this notice to understand your rights and options.

Important things to know:

- If you take no action, you will be bound by the settlement, and your rights will be affected.
- You can choose your method of payment at the settlement website.
- If you want to opt out, or exclude yourself, from the settlement, you must do so by [date].
- If you want to object to the settlement, you must do so by [date].
- You can learn more at: [website] or [toll free number].

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About This Notice

Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit, *Candelore v. Tinder, Inc.*, brought on behalf of people who purchased Tinder Plus or Tinder Gold in California at any time on or after March 2, 2015 when they were over the age of 29 (or any time after March 2, 2016 when they were over the age of 28). **You received this notice because you may be a member of the group of people affected, called the "class."** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions

about what action to take.

What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Choose Your Form of Payment	Go to the case website to choose how you want to get paid (either PayPal, Venmo, Zelle, or a mailed check). You will ensure you receive payment and be paid more quickly if you choose your payment method on the website.
Do Nothing	If you do not specify your payment choice on the website, you will still be a Settlement Class member, and you will not be able to bring another lawsuit against Tinder about the same issues. The Settlement Administrator will attempt to pay you electronically via PayPal, Venmo, or Zelle according to your information existing in Tinder's records. You will ensure payment reaches you and be paid more quickly if you choose your payment method on the website.
Opt Out	Get no payment. You keep your potential right to sue Tinder about the same issues.
Object	Tell the Court why you don't like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

What are the most important dates?

Your deadline to object or opt out: **[date]**
Settlement approval hearing: **[date]**
Your deadline to choose a payment method: **[date]**

Learning About the Lawsuit

What is this lawsuit about?

In May 2015, this class action lawsuit was filed in Los Angeles Superior Court (the "Court") against Tinder, Inc. ("Tinder"). The lawsuit was brought by Allan Candelore on behalf of himself and other California consumers who were charged a higher price for their Tinder subscriptions because of their age. The lawsuit alleges that Tinder's higher pricing for older users violated California's Unruh Act (Cal. Civ. Code § 51 et seq.) and California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.).

Where can I learn more?
You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:
[website]

On July 15, 2024, the Court certified the class. You should have received an earlier notice explaining class certification.

On January 17, 2025, the Court denied Tinder's motion to require class members to arbitrate their claims rather than have the Court decide them. Tinder appealed that Court order. While Tinder's appeal was pending, the parties met to discuss the possibility of settling the case. At a mediation on September 10, 2025, the parties agreed to a settlement in the amount of $60.5 million, which is subject to Court approval.

Tinder denies that it did anything wrong or violated any law or that any class members were injured by its age-based pricing policy.

Why is there a settlement in this lawsuit?

The parties' September 10, 2025 settlement agreement means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

What is a class action settlement?
A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members.

The settlement is on behalf of Mr. Candelore who brought the case and all members of the settlement class, which includes people who purchased Tinder Plus or Tinder Gold in California at any time on or after March 2, 2015 when they were over the age of 29 (or any time after March 2, 2016 when they were over the age of 28). The

Court has not decided this case in favor of either side.

What happens next in this lawsuit?

The Court will hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where:
Los Angeles County Superior Court
Spring Street Courthouse
Department 17
312 North Spring Street
Los Angeles, CA 90012

When:
[time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You don't have to attend the Fairness hearing, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

Learning About the Settlement

What does the settlement provide?

The settlement pays money to people who purchased Tinder Plus or Tinder Gold in California at any time on or after March 2, 2015 when they were over the age of 29 (or any time after March 2, 2016 when they were over the age of 28).

Tinder has agreed to pay $60.5 million into a settlement fund. This money will be divided among the class members and will also be used to pay for costs and fees approved by the Court, including the fees and costs of the attorneys (expected to be approximately $20.16 million ($20,160,000) fees and $300,000 costs), and the cost of administering this settlement (not to exceed $310,000). Members of the settlement class will "release" their claims as part of the settlement, which means they cannot sue Tinder for the same issues raised in this lawsuit. The full terms of the release can be found [here].

If there is money left over after the claims process is completed, it will be donated to [organizations].

How do I know if I am part of this settlement?

If you received notice via email or text directly to your email or phone number, or if you received a post card notice by U.S. mail, that means that Tinder records indicate that you are part of the class. If you purchased Tinder Plus or Tinder Gold in California at any time on or after March 2, 2015 when you were over the age of 29 (or any time after March 2, 2016 when you were over the age of 28), you may be a member of the class.

How much will my payment be?

Class members will share in the settlement on a per capita and pro rata basis. Each class member will be entitled to a share equal to the Net Settlement Amount approved by the Court divided by the total number of Class members who participate in the settlement. Each class member will also receive a share based on how much the class member paid for Tinder Plus and Tinder Gold on or after March 2, 2015 when they were over the age of 29 (or on or after March 2, 2016 when they were over the age of 28). Class members who paid more to Tinder for Tinder Plus and Tinder Gold will receive a higher payment from the settlement.

Deciding What to Do

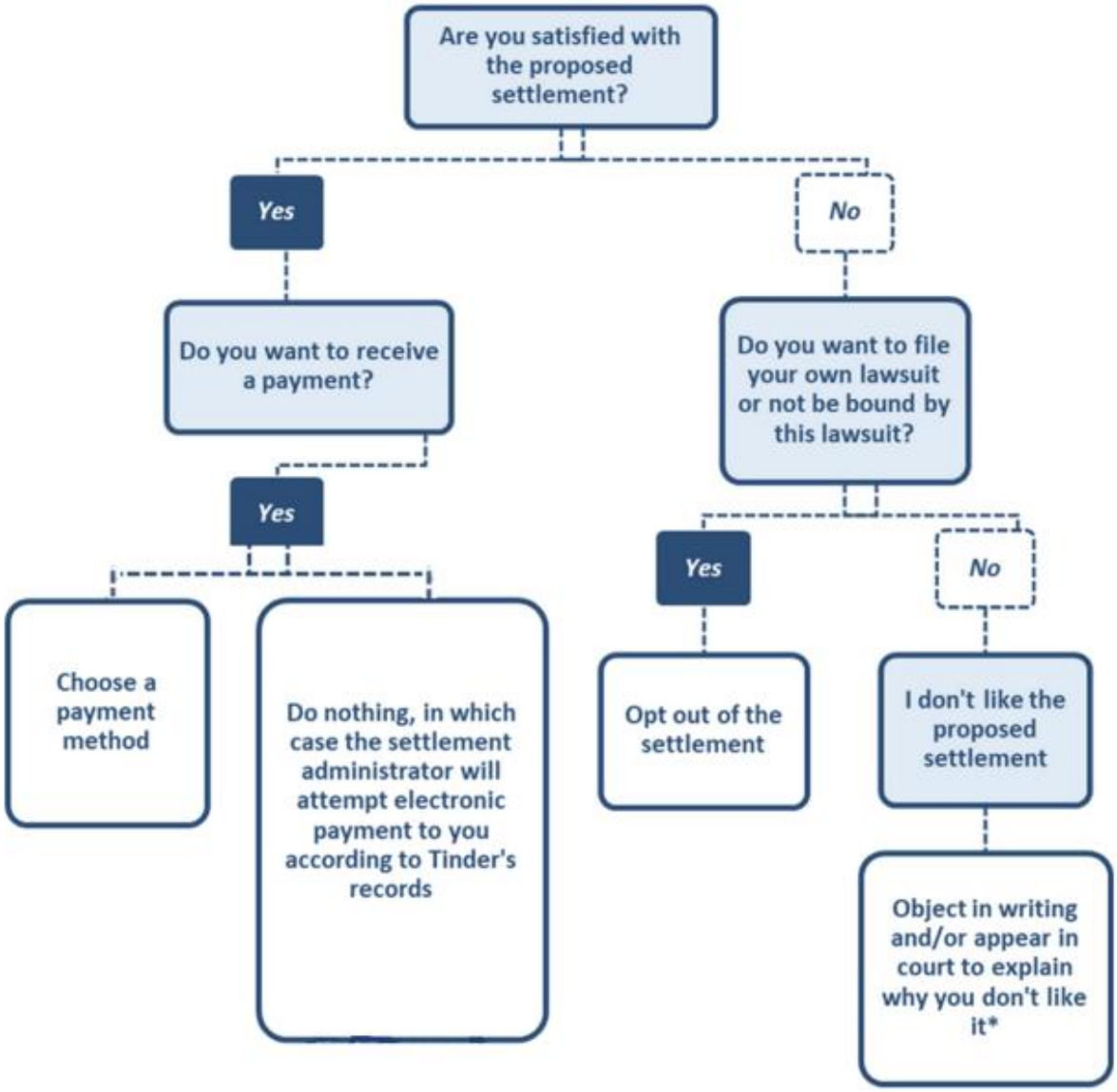
How do I weigh my options?

You have four options. You can stay in the settlement and choose a method of payment, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	Choose a Payment Method	**Opt out**	**Object**	**Do Nothing**
Can I receive settlement money if I . . .	YES	NO	YES	YES*
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

*In order to ensure payment of your settlement share, you should choose your payment method on the settlement website.

What is the best path for me?



**You can object to the settlement AND receive payment, so you should still go to the settlement website to select a payment method.*

Choosing your payment method

How do I get a payment if I am a class member?

You will ensure your payment and be paid more quickly if you choose your payment method on the website [URL]. If you do not choose your payment method, the Settlement Administrator will attempt to pay you electronically via PayPal, Venmo, or Zelle according to your information existing in Tinder's records. You should act promptly and choose your payment method no later than [**date that is 30 days after Final Approval]**

Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and law firms.

Your lawyers:

Kimberly A. Kralowec and Kathleen Styles Rogers - Kralowec Law, P.C.

Michael Rubin, Eve Cervantez and Jonathan Rosenthal – Altshuler Berzon LLP

Alfred G. Rava - Rava Law Firm

Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. **You will not have to pay the lawyers directly.**

To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this settlement, that the Court approve a payment of up to $20.16 million total in attorneys' fees plus the reimbursement of out-of-pocket expenses not to exceed $300,000. Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees

even if you think the settlement terms are otherwise fair.

Your lawyers will also ask the Court to approve a payment of $20,000 to the Class Representative, Allan Candelore, for the time and effort he contributed to the case. If approved by the Court, this will be paid from the Settlement Fund.

Opting Out

What if I don't want to be part of this settlement?

You can opt out. If you do, you will not receive a payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case.

How do I opt out?

To opt out of the settlement, you must complete and return an individual request for exclusion to the Settlement Administrator via U.S. mail, email, or personal delivery. Your request must include your name, mailing address, e-mail address and/or telephone number, the unique identifier (if any) stated at the top of your emailed, text or mailed notice, and your signature, along with the statement "I wish to be excluded from the Candelore v. Tinder Settlement" or words clearly to that effect. If you are sending your request by email, you must print out your opt-out request, sign it, and then scan and email it or upload it to the settlement website. If you are sending your request by U.S. mail, your request must be individually mailed.

The request to opt out must be returned to the Settlement Administrator at the following address or email address by no later than [_____]:

[Settlement Administrator]
[Street address]
[City, State, Zip Code]
[Phone Number]

[email address]

Be sure to include your name, address, email address, telephone number, unique identifier (if any), and signature.

Objecting

What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve the settlement and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement or increase the amount that Tinder is paying to settle the case. You may, but don't need to, hire your own lawyer to help you.

To object, you must send a letter to the Settlement Administrator at the address below via U.S. mail, email, or personal delivery. (If you are sending your letter by email, you must print out your email, sign it, and then scan and email it or upload it to the settlement website).

Your letter must::

(1) be postmarked by [date];
(2) include the case name and number (Candelore v. Tinder, Case No. BC583162)
(3) include your full name, address and telephone number, email address, and the unique identifier stated at the top of the notice you received by email, text or U.S. mail (if you received one);
(4) state the reasons for your objection;
(5) say whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
(6) include your signature.

Send your letter to the Settlement Administrator at:

[Settlement Administrator]
[Street address]
[City, State, Zip Code]
[Phone Number]
[email address]

Doing Nothing

What are the consequences of doing nothing?

If you do nothing, you will still be bound by the settlement and its "release" provisions. That means you won't be able to start, continue, or be part of any other lawsuit against Tinder about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found [here]. If you do nothing, and do not specify your payment choice on the website, the Settlement Administrator will attempt to pay you electronically via PayPal, Venmo, or Zelle according to your information existing in Tinder's records. You will ensure payment reaches you and be paid more quickly if you choose your payment method on the website.

Key Resources

How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found [here]. To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at [website]
- call the toll free number at [NUMBER]

Resource	Contact Information
Case website	[website]

Settlement Administrator	[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number] [email]
Your Lawyers	Kimberly A. Kralowec Kathleen Styles Rogers Kralowec Law, P.C. 3132A 24th Street San Francisco, CA 94110 Tel: (415) 546-6800 Email: tinderclassaction@kraloweclaw.com Michael Rubin Eve Cervantez Jonothan Rosenthal Altshuler Berzon LLP 177 Post Street San Francisco, CA 94108 Tel: 415-877-5587 Email: tinderclassaction@altshulerberzon.com Alfred G. Rava - Rava Law Firm 3667 Voltaire Street San Diego, CA 92106 Tel: (619)238-1993 Email: alrava@ravalaw.com
Court (DO NOT CONTACT)	Los Angeles County Superior Court Department 17 Spring Street Courthouse 312 N. Spring Street Los Angeles, CA 90012

(Disclaimer: The Court has given preliminary approval to this settlement. It will have a final approval hearing on [Date]. No money will be paid unless and until the Court grants final approval of the proposed settlement.

EXHIBIT B

Important Notice About a Class Action Lawsuit

This notice was ordered by a Los Angeles County Superior Court.
It is not a solicitation from a lawyer.

IF YOU PURCHASED TINDER PLUS OR TINDER GOLD, IN CALIFORNIA, AT ANY TIME ON OR AFTER MARCH 2, 2015 WHEN YOU WERE OVER THE AGE OF 29 (OR ANY TIME ON OR AFTER MARCH 2, 2016 WHEN YOU WERE OVER THE AGE OF 28) A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO MONEY.

[*Candelore v. Tinder*] Class Action Settlement Administrator
[address]

«ScanString»
Postal Service: Please do not mark barcode

Unique Identifier: «Unique Identifier»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

A proposed Settlement has been reached in a class action lawsuit. The lawsuit was brought by plaintiff Allan Candelore on behalf of himself and other California consumers who were charged a higher price for their Tinder subscriptions because of their age. The lawsuit alleges that Tinder's higher pricing for older users violated California's Unruh Act (Cal. Civ. Code § 51 et seq.) and California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.). Tinder, Inc. denies it did anything wrong. The lawsuit is called *Candelore v. Tinder, Inc.,* Case No. BC583162, and is pending in the Superior Court for Los Angeles County.

Who's included? If you purchased Tinder Plus or Tinder Gold, in California, at any time on or after March 2, 2015 when you were over the age of 29 (or at any time on or after March 2, 2016 when you were over the age of 28), you may be entitled to payment as a part of the Settlement of this lawsuit.

What does the Settlement provide? The Settlement is a compromise to end the lawsuit – it does not determine who is right. Tinder, while denying any wrongdoing, has agreed to pay $60,500,000 to settle the lawsuit.

What will your share be? If approved by the Court, settlement shares will be calculated in part based on the number of settlement class members and in part based on how much each Class member paid for Tinder Plus or Tinder Gold. The more you paid for Tinder Plus or Tinder Gold, the larger your share will be.

How do you get a payment? If you want to participate in the Settlement, you should visit www.tindercalclassaction.com to choose how you want to get paid (either PayPal, Venmo, Zelle, or a mailed check). If you do not specify your payment choice on the website, the Settlement Administrator will attempt to pay you electronically via PayPal, Venmo, or Zelle according to your information existing in Tinder's records. You will be paid more quickly and ensure your payment reaches you if you choose your payment method on the website. You should act promptly and **choose your payment method no later than [date that is 30 days after Final Approval]**

What are your other options? You can do nothing, opt out of the Settlement, or object to the Settlement. If you do nothing, you will be legally bound by the Settlement and the Settlement Administrator will attempt to pay you based on your information existing in Tinder's records. If

you do not want to be bound by the Settlement, you must opt out by [ ]. If you do not opt out, you may object to the Settlement by [ ]..

For more information about the Settlement, how to select form of payment, exclude yourself, object, or attend the Final Approval Hearing, please visit www.tindercalclassaction.com or call the toll-free number [ ].

EXHIBIT C

Superior Court of the State of California County of Los Angeles
Case No. BC583162

EMAIL NOTICE OF CLASS ACTION SETTLEMENT

The Superior Court of Los Angeles County has authorized this notice

If you purchased Tinder Plus or Tinder Gold, in California, at any time on or after March 2, 2015 when you were over the age of 29 (or at any time on or after March 2, 2016 when you were over the age of 28), the Settlement of the class action lawsuit, *Candelore v. Tinder, Inc.,* Case No. BC583162, may affect your rights, and you may be entitled to money.

For complete information, visit [settlement website link] or call [phone number(s)].

You received this email notice because you are a member of the group of people affected, called the "class." This notice tells you how to get more information and request payment, opt out, or object.

Your unique identifier is _____. Please use your unique identifier if you contact the Settlement Administrator or Class Counsel about the settlement.

What is this lawsuit about?

A Settlement has been reached in a class action lawsuit against Tinder, Inc. The lawsuit was brought by plaintiff Allan Candelore on behalf of himself and other California consumers who were charged a higher price for their Tinder subscriptions because of their age. The lawsuit alleges that Tinder's higher pricing for older users violated California's Unruh Act (Cal. Civ. Code § 51 et seq.) and California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.). Tinder, Inc. denies it did anything wrong. The lawsuit is called *Candelore v. Tinder, Inc.,* Case No. BC583162, and is pending in the Superior Court for Los Angeles County.

What is the Settlement?

The Settlement is a compromise to end the lawsuit – it does not determine who is right. Tinder, while denying any wrongdoing, has agreed to pay $60,500,000 to settle the lawsuit.

What Will My Share Be?

If approved by the Court, settlement shares will be calculated in part based on the number of settlement class members and in part based on how much each Class member paid for Tinder Plus or Tinder Gold. The more you paid for Tinder Plus or Tinder Gold, the larger your share will be. **Your options:**

Option 1: If you want to participate in the Settlement, you should go to the case website [_____] to choose how you want to get paid (either PayPal, Venmo, Zelle, or a mailed check). If you do not specify your payment choice on the website, the Settlement Administrator will attempt to pay you electronically via PayPal, Venmo, or Zelle according to your information existing in Tinder's records. You will be paid more quickly and ensure your payment reaches you if you choose your payment

method on the website. You should act promptly and choose your payment method no later than [**date that is 30 days after Final Approval]**

Option 2: Opt out. If you want to exclude yourself from the Settlement (and get no payment but keep your potential right to sue Tinder individually based on the same issues), you must opt out no later than [date]. Visit the settlement website for more information about how to opt out.

Option 3: Object. Tell the court why you don't like the Settlement. You must object no later than [date]. Visit the settlement website for more information about how to object.

For complete information and to choose your method of payment, opt out, or object, visit [settlement website link] or call [phone number(s)] for more information.

(Disclaimer: The Court has given preliminary approval to this settlement. It will have a final approval hearing on [Date]. No money will be paid unless and until the Court grants final approval of the proposed settlement.)

EXHIBIT D

PROPOSED CLASS NOTICE BY TEXT:

Court-approved text settlement notice in Candelore v. Tinder, Los Angeles County Superior Court Case No. BC583162: If you purchased Tinder Plus or Tinder Gold in California at any time on or after March 2, 2015 when you were over the age of 29 (or any time after March 2, 2016 when you were over the age of 28), you may be entitled to money from a settlement. For details and your options, including how to choose your payment method, opt out, or object, visit https://www.tindercalclassaction.com. Your unique identifier is: _____. By participating in the Settlement, you consent to past and future text messages regarding the Settlement.

EXHIBIT E

Important Notice About a Class Action Lawsuit

This notice was ordered by a Los Angeles County Superior Court.
It is not a solicitation from a lawyer.

IF YOU PURCHASED TINDER PLUS OR TINDER GOLD, IN CALIFORNIA, AT ANY TIME ON OR AFTER MARCH 2, 2015 WHEN YOU WERE OVER THE AGE OF 29 (OR ANY TIME ON OR AFTER MARCH 2, 2016 WHEN YOU WERE OVER THE AGE OF 28) A PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS, AND YOU MAY BE ENTITLED TO MONEY.

[*Candelore v. Tinder*] Class Action Settlement Administrator
[address]

«ScanString»
Postal Service: Please do not mark barcode

Unique Identifier: «Unique Identifier»
«FirstName» «LastName»
«Address1»
«Address2»
«City», «StateCd» «Zip»
«CountryCd»

A proposed Settlement has been reached in a class action lawsuit. The lawsuit was brought by plaintiff Allan Candelore on behalf of himself and other California consumers who were charged a higher price for their Tinder subscriptions because of their age. The lawsuit alleges that Tinder's higher pricing for older users violated California's Unruh Act (Cal. Civ. Code § 51 et seq.) and California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.). Tinder, Inc. denies it did anything wrong. The lawsuit is called *Candelore v. Tinder, Inc.,* Case No. BC583162, and is pending in the Superior Court for Los Angeles County.

Who's included? If you purchased Tinder Plus or Tinder Gold, in California, at any time on or after March 2, 2015 when you were over the age of 29 (or at any time on or after March 2, 2016 when you were over the age of 28), you may be entitled to payment as a part of the Settlement of this lawsuit.

What does the Settlement provide? The Settlement is a compromise to end the lawsuit – it does not determine who is right. Tinder, while denying any wrongdoing, has agreed to pay $60,500,000 to settle the lawsuit.

What will your share be? If approved by the Court, settlement shares will be calculated in part based on the number of settlement class members and in part based on how much each Class member paid for Tinder Plus or Tinder Gold. The more you paid for Tinder Plus or Tinder Gold, the larger your share will be. **Important:** Tinder is currently unable to determine how much you paid for Tinder Plus or Tinder Gold. Please visit www.Tindercalclassaction.com to provide an estimate of the amount you paid. Otherwise, an average will be used to calculate your settlement share.

How do you get a payment? If you want to participate in the Settlement, you should visit www.tindercalclassaction.com to choose how you want to get paid (either PayPal, Venmo, Zelle, or a mailed check). If you do not specify your payment choice on the website, the Settlement Administrator will attempt to pay you electronically via PayPal, Venmo, or Zelle according to your information existing in Tinder's records. You will be paid more quickly and ensure your payment reaches you if you choose your payment method on the website. You should act promptly and **choose your payment method no later than [date that is 30 days after Final Approval]**

What are your other options? You can do nothing, opt out of the Settlement, or object to the Settlement. If you do nothing, you will be legally bound by the Settlement and the Settlement Administrator will attempt to pay you based on your information existing in Tinder's records. If you do not want to be bound by the Settlement, you must opt out by [ ]. If you do not opt out, you may object to the Settlement by [ ]..

For more information about the Settlement, how to select form of payment, exclude yourself, object, or attend the Final Approval Hearing, please visit www.tindercalclassaction.com or call the toll-free number [ ].

EXHIBIT F

Superior Court of the State of California County of Los Angeles
Case No. BC583162

EMAIL NOTICE OF CLASS ACTION SETTLEMENT

The Superior Court of Los Angeles County has authorized this notice

If you purchased Tinder Plus or Tinder Gold, in California, at any time on or after March 2, 2015 when you were over the age of 29 (or at any time on or after March 2, 2016 when you were over the age of 28), the Settlement of the class action lawsuit, *Candelore v. Tinder, Inc.,* Case No. BC583162, may affect your rights, and you may be entitled to money.

For complete information, visit [settlement website link] or call [phone number(s)].

You received this email notice because you are a member of the group of people affected, called the "class." This notice tells you how to get more information and request payment, opt out, or object.

Your unique identifier is _____. Please use your unique identifier if you contact the Settlement Administrator or Class Counsel about the settlement.

What is this lawsuit about?

A Settlement has been reached in a class action lawsuit against Tinder, Inc. The lawsuit was brought by plaintiff Allan Candelore on behalf of himself and other California consumers who were charged a higher price for their Tinder subscriptions because of their age. The lawsuit alleges that Tinder's higher pricing for older users violated California's Unruh Act (Cal. Civ. Code § 51 et seq.) and California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.). Tinder, Inc. denies it did anything wrong. The lawsuit is called *Candelore v. Tinder, Inc.,* Case No. BC583162, and is pending in the Superior Court for Los Angeles County.

What is the Settlement?

The Settlement is a compromise to end the lawsuit – it does not determine who is right. Tinder, while denying any wrongdoing, has agreed to pay $60,500,000 to settle the lawsuit.

What Will My Share Be?

If approved by the Court, settlement shares will be calculated in part based on the number of settlement class members and in part based on how much each Class member paid for Tinder Plus or Tinder Gold. The more you paid for Tinder Plus or Tinder Gold, the larger your share will be. **Important:** Tinder is currently unable to determine how much you paid for Tinder Plus or Tinder Gold. Please visit www.tindercalclassaction.com to provide an estimate of the amount you paid. Otherwise, an average will be used to calculate your settlement share.

Your options:

Option 1: If you want to participate in the Settlement, you should go to the case website [_____] to choose how you want to get paid (either PayPal, Venmo, Zelle, or a mailed check). If you do not

specify your payment choice on the website, the Settlement Administrator will attempt to pay you electronically via PayPal, Venmo, or Zelle according to your information existing in Tinder's records. You will be paid more quickly and ensure your payment reaches you if you choose your payment method on the website. You should act promptly and choose your payment method no later than [**date that is 30 days after Final Approval].** You should also provide an estimate of the amount you paid for Tinder Plus or Tinder Gold; if you do not, an average will be used.

Option 2: Opt out. If you want to exclude yourself from the Settlement (and get no payment but keep your potential right to sue Tinder individually based on the same issues), you must opt out no later than [date]. Visit the settlement website for more information about how to opt out.

Option 3: Object. Tell the court why you don't like the Settlement. You must object no later than [date]. Visit the settlement website for more information about how to object.

For complete information and to choose your method of payment, opt out, or object, visit [settlement website link] or call [phone number(s)] for more information.

(Disclaimer: The Court has given preliminary approval to this settlement. It will have a final approval hearing on [Date]. No money will be paid unless and until the Court grants final approval of the proposed settlement.)

EXHIBIT G

PROPOSED CLASS NOTICE BY TEXT:

Court-approved text settlement notice in Candelore v. Tinder, Los Angeles County Superior Court Case No. BC583162: If you purchased Tinder Plus or Tinder Gold in California at any time on or after March 2, 2015 when you were over the age of 29 (or any time after March 2, 2016 when you were over the age of 28), you may be entitled to money from a settlement. Your share will be calculated using an average unless you tell the settlement administrator how much you paid for Tinder subscriptions. For details and your options, including how to choose your payment method, opt out, or object,
visit https://www.tindercalclassaction.com. Your unique identifier is: _____. By participating in the Settlement, you consent to past and future text messages regarding the Settlement.

EXHIBIT H

VERIFICATION FORM

This verification form is for Class Members who wish to confirm their membership in the Class. Please check the top of your class notice for your Unique Identifier. If you were assigned a Unique Identifier, you are **NOT** required to complete this form in order to be entitled to a share of the Settlement (if approved by the Court). Please visit [insert URL] for instructions.

If you believe you are a Class Member **but you did not receive Class Notice via email, text, or US mail, and/or were not assigned a Unique Identifier**, you **MUST** complete this form or contact the Settlement Administrator in order to confirm your membership in the Class. If you do not complete this form or contact the Settlement Administrator by telephone at _____, email at _____, or by U.S. mail at _____, you will not be entitled to a share of the Settlement.

You must complete this form or otherwise contact the Settlement Administrator by _____, 2026 [90 days after the final approval hearing date]**, or, if you wish to object to the Settlement, by _____, 2026** [45 days after the notice date]**.**

BEGIN QUESTIONNAIRE [clickable button]

Please complete the following information in order for the Settlement Administrator to evaluate your possible membership in the Settlement Class.

Full Name: _____ _____[optional] _____
first middle last

Current contact information:

Telephone number: _____ [required field]

Email address: _____ [required field]

Mailing address: _____ [required field]

NEXT [clickable buttons]

Please state the approximate date on which you first purchased a subscription to Tinder Plus or Tinder Gold (must be a date from March 2, 2015 to February 5, 2019):
_____[month and year] [required field]

Please provide any past name and past contact information used by you when you first purchased a subscription to Tinder Plus or Tinder Gold, including the name, telephone number and/or email address that you believe was associated with your Tinder account:

Past name: _____

Past telephone number: _____

Past email address: _____

Past mailing address: _____

By clicking "NEXT," I swear or affirm that the information I have provided above is true and correct to the best of my knowledge.

GO BACK or NEXT [clickable buttons]

To be a Settlement Class Member, you must have purchased a subscription to Tinder Plus or Tinder Gold in California from March 2, 2015 to March 1, 2016 while you were over the age of 29, or from March 2, 2016 to February 4, 2019 while you were over the age of 28.

Please identify the state in which you were located when you first purchased a subscription to Tinder Plus or Tinder Gold: _____ (must be California).

To confirm your age, please complete at least one of the following:

(1) Your date of birth: _____.

(2) Your age on the date on which you first purchased a subscription to Tinder Plus or Tinder Gold: _____.

Please upload a copy of your driver's license, passport, or other government-issued identification to confirm your date of birth and/or your age as of the date on which you first purchased a subscription to Tinder Plus or Tinder Gold.

The information you provide will be used only for the purpose of verifying your Class membership and will be kept confidential by the Settlement Administrator.

[insert a box for file upload here]

By clicking "NEXT," I swear or affirm that the information I have provided above is true and correct to the best of my knowledge.

GO BACK or NEXT [clickable buttons]

Thank you. If you are verified as a member of the Settlement Class, you will be entitled to a share of the Settlement (if approved by the Court).

Our records may not reflect the total amount you paid for your subscriptions to Tinder Plus or Tinder Gold. You may, but are not required to, provide an estimate of your total amount paid. If you do not provide an estimate, then an average total amount paid will be used to calculate your share of the Settlement (if approved by the Court).

If you would like to provide an estimate, please state the total amount that you estimate that you paid for Tinder Plus and/or Tinder Gold subscriptions that you purchased before February 5, 2019. Your estimate should include all payments you made on these subscriptions from the date of purchase through September 30, 2025.

My estimated total amount paid is $_____[optional].

Please upload any documents supporting your estimate. If you do not provide adequate supporting documentation, an average total amount paid will be used to calculate your share of

the Settlement (if approved by the Court). Documents you may wish to upload include receipts for your purchases of subscriptions to Tinder Plus or Tinder Gold before February 5, 2019 and any autorenewals on such subscription through September 30, 2025; and/or credit card statements showing the charges for these subscriptions from the date of purchase through September 30, 2025.

[insert a box for file upload here]

By clicking "NEXT," I swear or affirm that the information I have provided above is true and correct to the best of my knowledge.

GO BACK or SUBMIT [clickable buttons]

Your information has been recorded. Thank you for completing the form. If you would like to select a preferred payment method for your Settlement share, if any, please **click here** [link to page established by administrator for collecting this data]. If you have any questions, you may contact the Settlement Administrator by email at _____ or by phone at _____.

EXHIBIT I

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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALLAN CANDELORE, on his own behalf and on behalf of all others similarly situated,

Plaintiff,

v.

TINDER, INC.; and DOES 1 through 50,

Defendants.

Case No. BC583162

CLASS ACTION

[PROPOSED] ORDER GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR (1) PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; (2) APPROVAL OF NOTICE AND NOTICE DISTRIBUTION PLAN; AND (3) APPROVAL OF A SCHEDULE FOR THE FINAL APPROVAL PROCESS

Date: _____, 2025
Time: _____ a.m.
Place: Dept. 17
Hon. Laura A. Seigle
Action Filed: May 28, 2015
Trial Date: None

[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.

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

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

Approval of the Notice of Settlement and Plan of Distribution

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

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

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

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

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

Procedures for Final Approval of the Settlement Agreement

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

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

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

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

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

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

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

allegations.

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

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

IT IS SO ORDERED.

Dated: _____, 2025

_____
Laura A. Seigle
Judge of the Superior Court

EXHIBIT J

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ALLAN CANDELORE, on his own behalf and on behalf of all others similarly situated, Plaintiff, v. TINDER, INC.; and DOES 1 through 50, Defendants.	Case No. BC583162 CLASS ACTION **[PROPOSED] JUDGMENT ON CLASS ACTION SETTLEMENT AGREEMENT** Hon. Laura A. Seigle Action Filed: May 28, 2015 Trial Date: Not Set

WHEREAS, an action is pending in this Court entitled *Allan Candelore v. Tinder, Inc.*, Case No. BC583162 (the "Action");

WHEREAS, plaintiff Allan Candelore ("Candelore" or "Plaintiff"), on behalf of himself and on behalf of the Class (defined below), and Tinder LLC (f/k/a Match Group, LLC) as successor to defendant Tinder, Inc. ("Tinder" or "Defendant") have entered into a Class Action Settlement Agreement filed herein on _____ as Exhibit 1 to the Declaration of Kimberly A. Kralowec filed in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement (the "Settlement Agreement"), that provides for a complete resolution of the claims asserted against Defendant in this action on the terms and conditions set forth in the Settlement Agreement, subject to the approval of this Court (the "Settlement");

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Settlement Agreement;

WHEREAS, by Order dated _____ (the "Preliminary Approval Order") this Court: (a) preliminarily approved the Settlement; (b) ordered that notice of the proposed Settlement be provided to the Class Members in various forms, including by email and text message; (c) provided the Class Members with the opportunity either to exclude themselves from the Class for purposes of the Settlement or to object to the proposed Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on _____ (the "Final Approval Hearing") to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, adequate and reasonable, and should therefore be approved; and (b) whether a judgment should be entered resolving claims asserted in the Action against Defendant; and

WHEREAS, the Court having entered an Order on _____ granting Final Approval to the class action Settlement, and having entered an Order on _____ awarding attorneys' fees, costs, and a service award to Plaintiff, and good cause appearing therefor:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. **Jurisdiction** – For purposes of this Settlement, the Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Settlement Class Members (defined below).

2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof, the Settlement Agreement filed with the Court on _____, including the forms of Notice attached thereto, which Notices were sent to the Class Members as set forth in the Declaration of _____, filed on _____.

3. **Class and Settlement Class Definitions** – Pursuant to the Court's Order re Plaintiff's Motion for Class Certification filed July 15, 2024, the Class is defined as:

> All persons who purchased Tinder Plus or Tinder Gold in California at any time from March 2, 2015 through the date of class notice [*i.e.*, October 11, 2024], who were over the age of 29 at the time of such purchase (or over the age of 28, if the purchase was on or after March 2, 2016) and who were charged a higher price by Tinder due to their age.

Seven persons submitted timely and valid opt-out requests and were therefore excluded from the Class and deemed not to be Class Members. An additional _____ persons submitted timely and valid requests to opt out of the Settlement pursuant to the Settlement Agreement and the Court's Preliminary Approval Order. These persons are excluded from the Settlement Class, which consists of all Class Members who did not timely opt out of the Settlement.

4. **Final Judgment** – The Court hereby enters Judgment in accordance with, and subject to, the terms set forth in the Order Granting Final Approval of Class Action Settlement ("Final Approval Order").

5. **Binding Effect** – The terms of the Settlement Agreement and of this Judgment shall be forever binding on Defendant, Plaintiff and all other Settlement Class Members (regardless of whether or not any individual Settlement Class Member receives a cash distribution from the Settlement), as well as their respective successors and assigns.

6. **Releases** – The Court orders that the following Release is effective as of the Effective Date defined in the Settlement Agreement, without further action by anyone (subject to paragraph 7, below):

In exchange for the consideration provided by Tinder herein, Plaintiff, on behalf of himself and the Settlement Class, releases and forever discharges 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 or could have been asserted in the Action based on Tinder's adoption and implementation of an age-based pricing structure in California for its Tinder Premium Services pursuant to which older users were charged more than younger users for the same Tinder Premium Services due to their age, from March 2, 2015 through the date of final approval of the Settlement (the "Released Claims").

7. Notwithstanding the provisions of paragraph 6 above, nothing in the Final Approval Order or this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Settlement Agreement, the Final Approval Order or this Judgment.

8. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any way, pursuant to the Settlement Agreement, Section 664.6 of the Code of Civil Procedure and Rule 3.769(h) of the California Rules of Court, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion to approve the Settlement Distribution; and (d) the Settlement Class Members for all matters relating to the Action.

9. **Modification of the Settlement Agreement** – Without further approval from the Court, Plaintiff and Defendant are hereby authorized to agree to and adopt such amendments or modifications of the Settlement Agreement to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, Plaintiff and Defendant may agree to reasonable extensions of time to carry out any provisions of the Settlement.

10. **Posting of this Judgment and the Final Approval Order on the Settlement Website** – This Judgment and the Final Approval Order shall be posted on the Settlement Website.

11. **Final Report and Accounting** – The Court sets a non-appearance accounting hearing for _____, 2026, in Department 17 of this Court. At least five court days before the hearing, Class Counsel and the Settlement Administrator shall submit a final report, including a summary accounting of the Settlement Fund identifying distributions made therefrom, the status of any unresolved issues, and any other matters appropriate to bring to this Court's attention. The final report shall be supported by a declaration of the Settlement Administrator.

12. Thirty (30) days after the final report is filed with the Court, the Parties shall prepare and file a Stipulation and Proposed Order and Proposed Amended Judgment. The Stipulation and Proposed Order shall include, *inter alia*, the final selection of the *cy pres* recipient(s) and the amount of the distribution of unpaid cash residue to each of the selected *cy pres* recipient(s), the check cashing deadline (for class members who were sent mailed checks rather than electronic payments), the accrued interest, if any, on sums held by the Settlement Administrator and any other information required to be set forth pursuant to Section 68520 of the Government Code, as incorporated into Code of Civil Procedure Section 384.5.

13. **Entry of Final Judgment** – There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this Final Judgment in this Action.

DATED: _____, 2026

_____
Hon. Laura A. Seigle
Los Angeles Superior Court, Dept. 17

EXHIBIT K

REMINDER NOTICES
(PAYMENT COULD NOT BE COMPLETED)

REMINDER NOTICE BY TEXT:

Court-approved text settlement notice in Candelore v. Tinder, Los Angeles County Superior Court Case No. BC583162: The settlement in this action has been approved by the Court and you are entitled to a payment, but your share could not be distributed because we don't have valid payment information for you. Please visit the settlement website at www.tindercalclassaction.com to provide payment information by no later than _____, 2026. You may elect to receive your payment by PayPal, Venmo, Zelle, ACH, or by mailed check. Your unique identifier is: _____.

REMINDER NOTICE BY EMAIL:

Superior Court of the State of California County of Los Angeles
Candelore v. Tinder, Case No. BC583162

EMAIL REMINDER NOTICE RE CLASS ACTION SETTLEMENT
The Superior Court of Los Angeles County has authorized this notice

You previously received a notice relating to your membership in the settlement class in this action. The action was brought on behalf of people in California who purchased Tinder Plus or Tinder Gold and paid more for their subscriptions due to their age.

Your unique identifier is: _____.

The settlement in this action has been approved by the Court and you are entitled to a payment, but your share could not be distributed because we don't have valid payment information for you. Please visit the settlement website at www.tindercalclassaction.com to provide payment information by no later than _____, 2026. You may also provide payment information by contacting the Settlement Administrator by phone at _____ or by email at _____. You may elect to receive your payment by PayPal, Venmo, Zelle, ACH, or by mailed check. **If you do not provide valid payment information by _____, 2026, no share will be distributed to you, but you will still be bound by the settlement and release of claims.**

REMINDER NOTICE BY POSTCARD:

OFFICIAL NOTICE FROM THE LOS ANGELES COUNTY SUPERIOR COURT
***CANDELORE v. TINDER, INC.*; Case No. BC583162**

You previously received a notice relating to your membership in the settlement class in this action. The action was brought on behalf of people in California who purchased Tinder Plus or Tinder Gold and paid more for their subscriptions due to their age.

Your unique identifier is: _____.

The settlement in this action has been approved by the Court and you are entitled to a payment, but your share could not be distributed because we don't have valid payment information for you. Please visit the settlement website at www.tindercalclassaction.com to provide payment information by no later than _____, 2026. You may also provide payment information by contacting the Settlement Administrator by phone at _____ or by email at _____. You may elect to receive your payment by PayPal, Venmo, Zelle, ACH, or by mailed check. **If you do not provide valid payment information by _____, 2026, no share will be distributed to you, but you will still be bound by the settlement and release of claims.**

REMINDER NOTICES
(UNCASHED CHECKS)

REMINDER NOTICE BY TEXT:

Court-approved text settlement notice in Candelore v. Tinder, Los Angeles County Superior Court Case No. BC583162: The settlement in this action has been approved by the Court and a check was mailed to you on _____, 2026. This is a reminder to cash your check by no later than _____, 2026 [120 days after date of initial mailing]. Please visit the settlement website at www.tindercalclassaction.com for more information or if your check was lost, damaged or not received. Your unique identifier is: _____. If you do not cash your check or request a re-issued check by _____, 2026 [120 days after date of initial mailing], no share will be distributed to you, but you will still be bound by the settlement and release of claims.

REMINDER NOTICE BY EMAIL:

Superior Court of the State of California County of Los Angeles
Candelore v. Tinder, Case No. BC583162

EMAIL REMINDER NOTICE RE CLASS ACTION SETTLEMENT

The Superior Court of Los Angeles County has authorized this notice

You previously received a notice relating to your membership in the settlement class in this action. The action was brought on behalf of people in California who purchased Tinder Plus or Tinder Gold and paid more for their subscriptions due to their age.

Your unique identifier is: _____.

The settlement in this action has been approved by the Court and a check was mailed to you on _____, 2026. This is a reminder to cash your check by no later than _____, 2026 [120 days after date of initial mailing]. Please visit the settlement website at www.tindercalclassaction.com for more information. If your check was lost, damaged or not received, please contact the Settlement Administrator by phone at _____ or by email at _____. **If you do not cash your check or request a re-issued check by _____, 2026** [120 days after date of initial mailing]**, no share will be distributed to you, but you will still be bound by the settlement and release of claims.**

REMINDER NOTICE BY POSTCARD:

OFFICIAL NOTICE FROM THE LOS ANGELES COUNTY SUPERIOR COURT
***CANDELORE v. TINDER, INC.*; Case No. BC583162**

You previously received a notice relating to your membership in the settlement class in this action. The action was brought on behalf of people in California who purchased Tinder Plus or Tinder Gold and paid more for their subscriptions due to their age.

Your unique identifier is: _____.

The settlement in this action has been approved by the Court and a check was mailed to you on _____, 2026. This is a reminder to cash your check by no later than _____, 2026 [120 days after date of initial mailing]. Please visit the settlement website at www.tindercalclassaction.com for more information. If your check was lost, damaged or not received, please contact the Settlement Administrator by phone at _____ or by email at _____. **If you do not cash your check or request a re-issued check by _____, 2026** [120 days after date of initial mailing]**, no share will be distributed to you, but you will still be bound by the settlement and release of claims.**