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JS-6

**THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION**

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

Plaintiff,

vs.

TINDER, INC., a Delaware
corporation; MATCH GROUP, LLC,
a Delaware limited liability company;
MATCH GROUP, INC., a Delaware
corporation,

Defendants.

Case No.: 2-18-cv-03093-JFW-ASx

Hon. John F. Walter

JUDGMENT

1 On October 4, 2021, Plaintiff Lisa Kim (“Plaintiff”) sought preliminary
2 approval of a proposed class action settlement and filed with the Court the Class
3 Action Settlement Agreement (“Agreement”) (Dkt. No. 118-1, Ex. A). Defendants
4 Tinder, Inc., Match Group, LLC, and Match Group, Inc. (collectively,
5 “Defendants”) served written notice of the proposed class action settlement
6 pursuant to 28 U.S.C. § 1715.

7 All capitalized terms used in this Judgment have the meanings defined in
8 this Judgment or in the Agreement, which is incorporated herein by reference.

9 After full consideration of the papers filed in support of and in opposition to
10 the motion for preliminary approval, the Court found the matter to be appropriate
11 for decision without oral argument and issued its Order Granting Plaintiff’s Motion
12 for Preliminary Approval of Class Action Settlement and Certification of
13 Settlement Class (“Preliminary Approval Order”) (Dkt. No. 140). Pursuant to the
14 Preliminary Approval Order, the Court, among other things: (i) preliminarily
15 certified (for settlement purposes only) a class of plaintiffs (Class Members) with
16 respect to the claims in this Litigation; (ii) preliminarily approved the proposed
17 settlement; (iii) appointed Plaintiff as the Class Representative; (iv) appointed Law
18 Offices of Todd M. Friedman, P.C. and Kristensen, LLP as Class Counsel; and (v)
19 set the date and time for the Final Approval hearing for January 10, 2022 at 1:30
20 p.m., which was subsequently continued to February 25, 2022 at 8:00 a.m.

21 On November 29, 2021, Allan Candelore, Rich Allison, and Steve Frye
22 (“Frye”) filed their Motion for Attorneys’ Fees and Expenses (“Motion for
23 Attorneys’ Fees”) (Dkt. No. 152).

24 On November 29, 2021, Class Counsel filed their Motion for Attorneys’
25 Fees, Costs, and Incentive Awards (“Motion for Attorneys’ Fees”) (Dkt. No. 153).

26 On December 13, 2021, Class Counsel filed their Motion for Final Approval
27 of Class Settlement (“Motion for Final Approval”) (Dkt. No. 156), requesting final
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1 certification of the settlement class under Federal Rule of Civil Procedure 23(a)
2 and (b)(3) and final approval of the class action settlement.

3 On February 25, 2022, a Final Approval Hearing was held to determine
4 whether the Litigation satisfies the applicable prerequisites for class action
5 treatment and whether the proposed settlement is fundamentally fair, reasonable,
6 adequate, and in the best interests of the Class Members and should be approved
7 by the Court.

8 The Court read and considered the Agreement, Allison’s and Frye’s Motion
9 for Attorneys’ Fees, Plaintiff’s Motion for Attorneys’ Fees, and Plaintiff’s Motion
10 for Final Approval, and all papers filed in support and in opposition thereto, and
11 the complete record in this Litigation. On March 4, 2022, the Court issued its Order
12 granting the Plaintiff’s Motion for Attorneys’ Fees, Allison’s and Frye’s Motion
13 for Attorneys’ Fees, and Plaintiff’s Motion for Final Approval (“Final Approval
14 Order”), good cause appearing therefor.

15 IT IS ORDERED, ADJUDGED, AND DECREED:

16 1. The Court has jurisdiction over this Litigation, the claims raised in
17 this Litigation, and the Parties.

18 2. The prerequisites of Federal Rule of Civil Procedure 23(a) and (b)(3)
19 have been satisfied for certification of the Settlement Class for settlement purposes
20 because: the Settlement Class Members are too numerous to be joined in a single
21 action; common issues of law and fact exist, and for the limited purposes of
22 settlement, predominate; the claims of the Class Representative are typical of the
23 claims of the Settlement Class Members; the Class Representative and Class
24 Counsel have fairly and adequately protected the interests of the Settlement Class
25 Members; and class settlement is superior to alternative means of resolving, for
26 settlement purposes, the claims and disputes at issue in this Litigation.

27 3. For purposes of approval of the Settlement and Final Approval Order,
28 the Court certifies the Settlement Class, which consists of every person in

1 California who subscribed to Tinder Plus or Tinder Gold during the period between
2 March 2, 2015 and March 1, 2019 and at the time of the subscription was at least
3 29 years old and was charged a higher rate than younger subscribers, except for
4 persons who have timely opted out of the Settlement Class.

5 4. The 979 persons who opted out pursuant to the procedures identified
6 in the Notice and incorporated herein by reference will not form part of the
7 Settlement Class pursuant to the Agreement.

8 5. For the purpose of Settlement, the Court certifies as Class Counsel
9 Law Offices of Todd M. Friedman, P.C. and Carpenter Zuckerman.

10 6. The Parties complied in all material respects with the Notice plan set
11 forth in Part IV of the Agreement. The Court finds that the Notice plan, which was
12 effectuated pursuant to the Preliminary Approval Order, constituted the best notice
13 practicable under the circumstances and constituted due and sufficient notice to the
14 Settlement Class of the nature and pendency of the Litigation; the existence and
15 terms of the Agreement; and the Settlement Class Members' rights to make claims,
16 opt out, or object.

17 7. Full opportunity was given to the Settlement Class Members to opt
18 out of the Settlement, object to the terms of the Settlement or the Class Counsel's
19 request for attorneys' fees, costs, and expenses, and incentive award to Plaintiff,
20 and otherwise participate in the hearing on Final Approval held on February 25,
21 2022.

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

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

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

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

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

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

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

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

3 14. Upon the Effective Date, the Plaintiff and all members of the
4 Settlement Class, except the excluded individuals who have opted out of the
5 Settlement, shall have, by operation of this Judgment and the Final Approval
6 Order, fully, finally and forever released, relinquished, and discharged Defendants
7 from all claims as defined by the terms of the Settlement. Upon the Effective Date,
8 all members of the Settlement Class shall be and are hereby permanently barred
9 and enjoined from the institution or prosecution of any and all of the claims
10 released under the terms of the Agreement.

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

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

3 17. For the reasons stated in the Court's Final Approval Order, including
4 that the hourly rates sought by Class Counsel are reasonable and the costs and
5 expenses were reasonably incurred, in recognition of Plaintiff's efforts and risks
6 taken on behalf of the Settlement Class, and in accordance with the terms of the
7 Agreement, the following amounts shall be paid by Defendants from the
8 Settlement Fund:

- 9 a. Attorneys' Fees to Class Counsel in the total amount of
10 \$1,200,000.00.
11 b. Costs and expenses to Class Counsel in the total amount of
12 \$29,833.76.
13 c. Incentive Award to Plaintiff in the total amount of \$5,000.00.

14 18. For the reasons stated in the Court's Final Approval Order, the
15 following amount shall be paid by Defendants from the Settlement Fund:

- 16 a. Attorneys' Fees to Allison's and Frye's counsel in the total amount of
17 \$1,040,000.
18 b. Costs and expenses to Allison's and Frye's counsel in the total amount
19 of \$7,241.63.

20 19. Except as expressly provided herein, Plaintiff shall take nothing
21 against Defendant by her First Amended Complaint, and final judgment shall be
22 entered as set forth herein.

23 20. Judgment shall be entered with respect to all individual and class
24 claims.

25 21. This Judgment is intended to be a final judgment disposing of the
26 above-captioned action in its entirety.


27 22. Without affecting the finality of the Judgment hereby entered, the
28 Court reserves jurisdiction over the implementation of the Agreement.

1 23. Without further order of the Court, the Parties may agree to reasonable
2 extensions of time to carry out any provisions of the Agreement.

3 24. There is no just reason for delay in the entry of the Judgment, and
4 immediate entry by the Clerk of Court is expressly directed pursuant to Federal
5 Rule of Civil Procedure 54(b).

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7 IT IS SO ORDERED.

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9 Dated: March 4, 2022


HON. JOHN F. WALTER
UNITED STATES DISTRICT JUDGE

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