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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; and DOES 1 through 10,
inclusive, and each of them,

Defendants.

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

Hon. John F. Walter

JUDGMENT

1 On January 20, 2019, 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. 52-1, 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. 60). 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 Weisberg, LLP as Class
19 Counsel; and (v) set the date and time for the Final Approval hearing for June 17,
20 2019 at 1:30 p.m.

21 On April 22, 2019, Class Counsel timely filed their Motion for Attorneys’
22 Fees, Costs, and Incentive Awards (“Motion for Attorneys’ Fees”) (Dkt. No. 63).

23 On May 13, 2019, Class Counsel timely filed their Motion for Final
24 Approval of Class Settlement (“Motion for Final Approval”) (Dkt. No. 71),
25 requesting final certification of the settlement class under Federal Rule of Civil
26 Procedure 23(a) and (b)(3) and final approval of the class action settlement.

27 On June 17, 2019, a Final Approval Hearing was held to determine whether
28 the Litigation satisfies the applicable prerequisites for class action treatment and

1 whether the proposed settlement is fundamentally fair, reasonable, adequate, and
2 in the best interests of the Class Members and should be approved by the Court.

3 The Court read and considered the Agreement, the Motion for Attorneys'
4 Fees and all papers filed in support and in opposition thereto, the Motion for Final
5 Approval and all papers filed in support and in opposition thereto, including the
6 Objections filed, and the complete record in this Litigation. On June 19, 2019, the
7 Court issued Orders granting the Motion for Attorneys' Fees and the Motion for
8 Final Approval (Dkt. Nos. 90-92), good cause appearing therefor.

9 IT IS ORDERED, ADJUDGED, AND DECREED:

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

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

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

27 4. The 238 persons who opted out pursuant to the procedures identified
28 in the Notice and incorporated herein by reference will not form part of the

1 Settlement Class pursuant to the Agreement.

2 5. For the purpose of Settlement, the Court certifies as Class Counsel
3 Law Offices of Todd M. Friedman, P.C. and Kristensen Weisberg, LLP.

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

11 7. Full opportunity was given to the Settlement Class Members to opt
12 out of the Settlement, object to the terms of the Settlement or the Class Counsel's
13 request for attorneys' fees, costs, and expenses, and incentive award to Plaintiff,
14 and otherwise participate in the hearing on Final Approval held on June 17, 2019.
15 The Court considered all submissions and arguments made at, the Final Approval
16 hearing provided by Settlement Class Members objecting to the Settlement, as well
17 as the Parties' responses to those objections, and has determined, taking into
18 account the reasons set forth in the Parties' responses, that none of the objections
19 has any merit or warrants disapproval of the Settlement. All such objections were
20 overruled.

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

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

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

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

26 11. By operation of the Final Approval Order, all Settlement Class
27 Members shall have unconditionally, completely, and irrevocably released and
28 forever discharged the Released Parties from and shall forever be barred from

1 instituting, maintaining, prosecuting or asserting any and all claims, liens, debts,
2 demands, rights, actions, suits, causes of action, controversies, costs, expenses,
3 attorneys' fees, obligations, damages or liabilities of any nature whatsoever,
4 whether individual, class or representative, whether legal, equitable,
5 administrative, direct, indirect or otherwise, and whether known or unknown,
6 whether arising under any international, federal, state or local statute, ordinance,
7 common law, regulation, principle of equity or otherwise, that actually were, or
8 could have been, asserted in the Litigation or that relate in any manner to an
9 allegation that subscribers to Tinder Plus or Tinder Gold were charged different
10 prices based on their age.

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

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

17 14. Upon the Effective Date, the Plaintiff and all members of the
18 Settlement Class, except the excluded individuals who have opted out of the
19 Settlement, shall have, by operation of this Judgment and the Final Approval
20 Order, fully, finally and forever released, relinquished, and discharged Defendants
21 from all claims as defined by the terms of the Settlement. Upon the Effective Date,
22 all members of the Settlement Class shall be and are hereby permanently barred
23 and enjoined from the institution or prosecution of any and all of the claims
24 released under the terms of the Agreement.

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

27 16. No action taken by the Parties, either previously or in connection with
28 the negotiations or proceedings connected with the Agreement, shall be deemed or

1 construed to be an admission of the truth or falsity of any claims or defenses
2 heretofore made or an acknowledgement or admission by any Party of any fault,
3 liability or wrongdoing of any kind whatsoever. Neither the Agreement nor any act
4 performed or document executed pursuant to or in furtherance of the Settlement:
5 (a) is or may be deemed to be or may be used in any proceeding in any court,
6 administrative agency, or other tribunal as an admission of, or evidence of, the
7 validity of any claim made by the Settlement Class Members or Plaintiff's Counsel,
8 or of any wrongdoing or liability of the persons or entities released under the
9 Agreement, or (b) is or may be deemed to be or may be used in any proceeding in
10 any court, administrative agency, or other tribunal as an admission of, or evidence
11 of, any fault or omission of any of the persons or entities released under the
12 Agreement. Defendants' agreement not to oppose the entry of the Final Approval
13 Order shall not be construed as an admission or concession by Defendants that
14 class certification was or would be appropriate in the Litigation or would be
15 appropriate in any other action.

16 17. For the reasons stated in the Court's Order Granting Motion for
17 Attorneys' Fees, Costs and Incentive Award, including that the hourly rates sought
18 by Class Counsel are reasonable and the costs and expenses were reasonably
19 incurred, in recognition of Plaintiff's efforts and risks taken on behalf of the
20 Settlement Class, and in accordance with the terms of the Agreement, the following
21 amounts shall be paid by Defendants:

- 22 a. Attorneys' Fees to Class Counsel in the total amount of
23 \$1,200,000.00.
- 24 b. Costs and expenses to Class Counsel in the total amount of
25 \$12,137.51.
- 26 c. Incentive Award to Plaintiff in the total amount of \$5,000.00.

27 18. Except as expressly provided herein, Plaintiff shall take nothing
28 against Defendant by her First Amended Complaint, and final judgment shall be

1 entered as set forth herein.

2 19. Judgment shall be entered with respect to all individual and class
3 claims.

4 20. This Judgment is intended to be a final judgment disposing of the
5 above-captioned action in its entirety.

6 21. Without affecting the finality of the Judgment hereby entered, the
7 Court reserves jurisdiction over the implementation of the Agreement.

8 22. Without further order of the Court, the Parties may agree to reasonable
9 extensions of time to carry out any provisions of the Agreement.

10 23. There is no just reason for delay in the entry of the Judgment, and
11 immediate entry by the Clerk of Court is expressly directed pursuant to Federal
12 Rule of Civil Procedure 54(b).

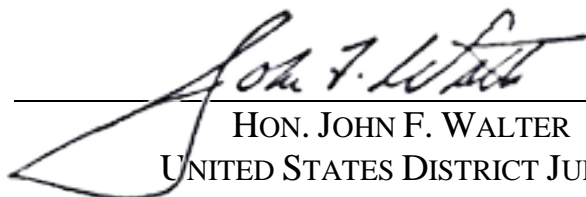
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14 IT IS SO ORDERED.

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16 Dated: June 21, 2019

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HON. JOHN F. WALTER
UNITED STATES DISTRICT JUDGE

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