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Note Changes Made by Court

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

LISA KIM, individually and on behalf of 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. CV 18-03093 JFW (AS)

Hon. John F. Walter

**ORDER GRANTING MOTION  
FOR PRELIMINARY  
APPROVAL OF CLASS  
ACTION SETTLEMENT**

Plaintiff Lisa Kim (“Plaintiff”) has moved the Court for preliminary approval of a proposed class action settlement, the terms and conditions of which are set forth in the Class Action Settlement Agreement filed with the Court on January 20, 2019 (Dkt. No. 52-1 Ex A) (“Agreement”).

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

1. The capitalized terms used in this Order shall have the same meaning as defined in the Agreement except as otherwise expressly provided.
2. The Court preliminarily approves the settlement provided for in the Agreement (the “Settlement”) as potentially warranting final approval, and as meriting submission to the Settlement Class for its consideration.

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

7           4. The Court preliminarily finds, solely for purposes of considering the  
8 Settlement, that the requirements of Federal Rule of Civil Procedure 23 are  
9 conditionally satisfied, including that the Settlement Class Members are too  
10 numerous to be joined in a single action; that common issues of law and fact exist  
11 and predominate; that the claims of the Class Representative are typical of the  
12 claims of the Settlement Class Members; that the Class Representative and Class  
13 Counsel can adequately protect the interests of the Settlement Class Members; and  
14 that class treatment is superior to alternative means of resolving the claims and  
15 disputes at issue in this Litigation, as set forth in greater detail in the Court's Order  
16 at Dkt. No. 60, which is incorporated by reference herein.

17           5. The Court conditionally designates Law Offices of Todd M.  
18 Friedman, P.C., and Kristensen Weisberg, LLP as class counsel ("Class Counsel")  
19 and Plaintiff as Class Representative for purposes of considering the Settlement.  
20 The Court preliminarily finds that the Class Representative and Class Counsel  
21 fairly and adequately represent and protect the interests of the absent Settlement  
22 Class Members. The Court designates and approves Epiq to serve as Settlement  
23 Administrator.

24           6. Not later than April 22, 2019, Plaintiff and Class Counsel may make  
25 a written application to the Court for an award of attorneys' fees, costs, and  
26 expenses and an incentive award to Plaintiff.

27           7. A Final Approval hearing shall be held before this Court at 1:30 p.m.  
28 on June 17, 2019, at the United States District Court for the Central District of

1 California, to address: (a) whether the proposed Settlement should be finally  
2 approved as fair, reasonable and adequate, and the Final Approval order should be  
3 entered, and (b) whether the application for attorneys' fees, costs, and expenses and  
4 incentive award to Plaintiff should be approved.

5 8. The Court approves, as to form and content, the Notice submitted to  
6 the Court on March 8, 2019 (Docket No. 61-2) and the Claim Form substantially  
7 similar to the form attached as Exhibit 4 to the Agreement (Docket No. 52-1). The  
8 Parties shall have discretion to jointly make non-material minor revisions to the  
9 form of notice before dissemination. Duties regarding settlement and claim  
10 administration, including, but not limited to, notice and related procedures, shall be  
11 performed by the Settlement Administrator, subject to the oversight of the Parties  
12 and the Court as described in the Agreement.

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

18 10. By April 5, 2019, the Settlement Administrator shall send the Notice  
19 by email to the Settlement Class Members. Notice shall also be posted on the  
20 Settlement Website.

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

1           12. Any Settlement Class Member who desires to be excluded from the  
2 Settlement Class, and therefore not be bound by the terms of the Agreement, must,  
3 by May 6, 2019, submit, pursuant to the instructions set forth in the Notice and on  
4 the Settlement Website, a timely and valid written request for exclusion, received  
5 (not postmarked) no later than May 6, 2019. No one shall be permitted to exercise  
6 any exclusion rights on behalf of any other person, whether as an agent or  
7 representative of another or otherwise, except upon proof of a legal power of  
8 attorney, conservatorship, trusteeship, or other legal authorization that predates  
9 receipt of the Notice, and no one may exclude other persons within the Settlement  
10 Class as a group, class, or in the aggregate.

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

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

20           15. Any Settlement Class Member who does not submit a valid and  
21 timely request for exclusion may object to the Agreement. Any such Settlement  
22 Class Member shall have the right to appear and be heard at the Final Approval  
23 hearing, either personally or through an attorney retained at the Settlement Class  
24 Member's own expense. Any such Settlement Class Member must file with the  
25 Court and serve upon Plaintiffs' Counsel and Defendants' Counsel at the addresses  
26 set forth in the Notice a written objection to the Settlement ("Objection"). The  
27 Objection must satisfy the requirements set forth in Section 4.7 of the Agreement  
28 and must be filed and served no later than May 6, 2019. Any Settlement Class

1 Member who does not submit a timely Objection in accordance with the Agreement  
2 and as set forth herein shall not be considered to have filed a valid objection to the  
3 Settlement.

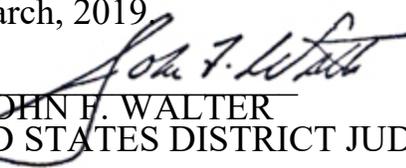
4 16. Any Settlement Class Member who wishes to appear at the Final  
5 Approval hearing must file a notice of his or her intention to do so with the Court  
6 and contemporaneously serve it upon Plaintiffs' Counsel and Defendants' Counsel  
7 at the addresses set forth in the Notice no later than May 6, 2019.

8 17. The Parties shall file their motions for Final Approval no later than  
9 May 13, 2019 and their reply in support of that motion and responses to any  
10 objections and requests to intervene no later than June 3, 2019.

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

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

25 IT IS SO ORDERED this 12<sup>th</sup> day of March, 2019.

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HON. JOHN F. WALTER  
UNITED STATES DISTRICT JUDGE