

DECLARATION OF MATTHEW M. LOKER, ESQ.

I, MATTHEW M. LOKER declare:

1. I am one of the attorneys for the Plaintiff KYLE HANSEN (“Hansen”) in this action.
2. I submit this declaration in support of the Motion for Preliminary Approval of the Class Action Settlement in the action against Defendant TINDER, INC. (“Tinder”).
3. I am licensed to practice law before all California Federal Courts; and, all California State Courts.
4. If called as a witness, I would competently testify to the matters herein from personal knowledge.
5. The declaration is based upon my personal knowledge, except where expressly noted otherwise.
6. There is pending in the San Luis Obispo Superior Court, a civil action entitled, *Kyle Hansen, Individually and on Behalf of All Others Similarly Situated v. Tinder Inc.; and, Does 1-20*, Case No.: 15CVP-0155 (“Hansen Action”).
7. The Parties have engaged in thorough investigation followed by settlement discussions and negotiations regarding this Action.
8. On November 2, 2016, the Parties reached an agreement to settle the Action on a class action basis during a full-day mediation with the Honorable Robert T. Altman (Ret.) of ADR Services, Inc. Taking into account the burdens, uncertainty and risks inherent in this litigation, including the class action status of this case, the Parties concluded that further prosecution and defense of the Action could be protracted, unduly burdensome, and expensive, and that it is desirable, fair, and beneficial to the class that the Action now be fully and finally compromised, settled and terminated in the manner and upon the terms and conditions set forth in the Settlement Agreement. [Attached hereto as

1 Exhibit 1].

2 9. Through this process and Parties' representations to each other, the Parties
3 believe that they are fully apprised of the relative strengths and weaknesses of
4 each other's claims and defenses and the potential risk to each party of pursuing
5 further litigation in this matter.

6 10. As part of the Settlement Agreement, Tinder agreed to the following:

7 a. Defendant will provide Class Members who are former Tinder members
8 with a one-month subscription to Tinder Plus at no cost. The subscription
9 is valued between \$9.99 and \$19.99.

10 b. Alternatively, Defendant will provide Class Members who are current
11 Tinder members with a one-time allotment of Super Likes valued
12 between \$9.99 and \$19.99.

13 c. Within thirty (30) days following Final Judgment, Tinder shall establish a
14 settlement fund in the amount of \$65,000.00 ("Settlement Fund").

15 d. Notice costs as well as the costs of administration will be paid separately
16 by Tinder.

17 e. Tinder shall provide an incentive award in the form of a one-year
18 subscription to Tinder Plus at no cost to Hansen for bringing and
19 participating in this action.

20 f. Tinder shall pay from the Settlement Fund to Class Counsel the
21 maximum sum of \$65,000 as attorneys' fees and litigation costs incurred
22 in litigating this action, in the manner specified in the Settlement
23 Agreement. As stated in the Settlement Agreement and Release, the
24 amount of attorneys' fees and costs received by Hansen's counsel is to be
25 determined by this Court following a Motion by Hansen's counsel.

1 11.I contend that this class as defined satisfies the Preliminary Approval
2 requirements of the California Code of Civil Procedure because all members of
3 the Class within California who purchased a subscription for Tinder Plus
4 received a form written communication from Tinder that contained the same
5 defect.

6 **CLASS DEFINITION**

7 12.The Settlement Class is defined as follows:

8 All persons within California who purchased a subscription for
9 Tinder Plus at any time from March 2, 2015 and through June
10 11, 2015.

11 13.This matter should be certified as a Class action to assist in the expeditious
12 litigation of this matter. However, Settlement will be terminable at the option
13 of Tinder (a) if the valid opt outs and/or objections number more than 4% the
14 estimated 34,000 members of the Class; (b) in the event the Court refuses to
15 approve the Agreement because it involves an e-mail notification format; (c) in
16 the event the Court fails to enter the orders contemplated by the Settlement
17 Agreement, or does so in a form substantially different from the forms
18 contemplated by the Agreement; or (d) as otherwise provided in this
19 Agreement. The Agreement also shall be terminable upon the mutual agreement
20 of Hansen, Class Counsel and Tinder.

21 14.In order to receive a benefit from the Settlement Fund, a Class Member must be
22 a member of Class – those persons who agreed to the Contract at issue in
23 Plaintiff’s operative pleading. Class Members will receive notice of this class
24 action via e-mail notice. Thereafter, class members may obtain further
25 information regarding the Class Settlement by contacting Class Counsel
26 telephonically, visiting the settlement website or visiting Class Counsel’s
27 website, www.kazlg.com.

1 15. After the Court enters an order granting the Motion for Preliminary Approval of
2 Settlement, Tinder will initiate the notice process.

3 **ADEQUACY OF SETTLEMENT**

4 16. In accordance with the Settlement Agreement, the relief provided to the class
5 members by Tinder is nonmonetary.

6 17. The class members identified herein who are former Tinder members will
7 receive a one-month subscription to Tinder Plus at no cost. The subscription is
8 valued between \$9.99 and \$19.99.

9 18. Alternatively, the class members identified herein who are current Tinder
10 members will receive a one-time allotment of Super Likes valued between
11 \$9.99 and \$19.99.

12 19. The class members identified herein, as well as future consumers, will no
13 longer receive the form contract that Hansen alleged violated Cal. Civ. Code §
14 1694 *et seq.*, and California's Unfair Competition Law.

15 20. The proposed Settlement contemplates that Hansen will request an incentive
16 award of a one-year subscription to Tinder Plus at no cost to Hansen, subject to
17 Court approval. Tinder has agreed not to oppose a request for such incentive
18 award in the agreed-upon amount.

19 21. The proposed Settlement contemplates that Class Counsel shall be entitled to
20 apply to the Court for an award of attorneys' fees and costs to be paid from the
21 Settlement Fund. Tinder has agreed not to oppose an application by Class
22 Counsel for an award of attorneys' fees up to \$65,000 in attorneys' fees and
23 litigation costs.

24 22. Class Members will receive notice via e-mail notice. In addition, Tinder as well
25 as class counsel will also ensure that the applicable information is available to
26 consumer through a settlement website and a toll-free telephone number. Such

1 notice is sufficient to permit Tinder to provide an opinion about the notice plan
2 to support a court finding that the plan is consistent with industry standards, and
3 with facts demonstrating that the notice plan is sufficient to meet due process
4 and the governing California Rules.

5 23. Each class member who receives the e-mail notice will be a member of the
6 Settlement Class unless they timely and validly request exclusion from the
7 settlement as set out in the Settlement Agreement.

8 24. Taking into account the burdens, uncertainty and risks inherent in this litigation,
9 Hansen's counsel have concluded that further prosecution of this action could
10 be protracted, unduly burdensome, and expensive, and that it is desirable, fair,
11 and beneficial to the class that the action now be fully and finally compromised,
12 settled and terminated in the manner and upon the terms and conditions set forth
13 in the Settlement Agreement.

14 25. Hansen and Hansen's counsel believe that the claims asserted in the Action
15 have merit. However, taking into account the risks of continued litigation, as
16 well as the delays and uncertainties inherent in such litigation including the
17 risks in class certification, and any subsequent appeal, they believe that it is
18 desirable that the Action be fully and finally compromised, settled and
19 terminated now with prejudice, and forever barred pursuant to the terms and
20 conditions set forth in the Settlement Agreement. We have concluded that with
21 the Settlement Fund and with the deterrent effects of the Settlement, we believe
22 the terms and conditions of the Settlement Agreement are fair, reasonable and
23 adequate to the proposed class, and that it is in the best interests of the proposed
24 class to settle the Action.

25 26. A settlement was finalized, agreed upon by all Parties and counsel and a formal
26 Settlement Agreement was executed. This unopposed submission for

1 Preliminary Approval and Class Certification followed.

2 27. The Class will provide a global release to the Released Parties as outlined in the
3 Settlement Agreement.

4 **CLASS COUNSEL’S EXPERIENCE**

5 28. Kazerouni Law Group, APC; and, Hyde & Swigart seek to be confirmed as
6 class counsel for purposes of this action and proceeding with the settlement.

7 29. I am an attorney admitted to practice in the State of California and I am a
8 Partner at Kazerouni Law Group, APC (“KLG”), which has been retained to
9 represent Hansen in the above-captioned matter.

10 30. I was admitted to the State Bar of California in 2011 and have been a member
11 in good standing ever since that time. I have litigated cases in both state and
12 federal courts in Arizona, California, Florida, Minnesota, Missouri, Nevada,
13 Ohio, South Carolina, Tennessee and Utah.

14 31. I am also admitted in every federal district in California and have handled
15 federal litigation in the federal districts of California; including being admitted
16 to the 9th Circuit Court of Appeals.

17 32. I am also admitted to practice law in the States of Texas; and, Washington.

18 **KAZEROUNI LAW GROUP, APC’S**
19 **CONSUMER RELATED EXPERIENCE AND RESULTS**

20 33. I have filed and litigated numerous consumer class actions over the last several
21 years, including but not limited to the following, which I am or have been
22 personally involved in:

- 23 a. *Knell, et al. v. FIA Card Services, N.A.*, 13-CV-01653-AJB-WVG (S.D.
24 Cal.) (California class action settlement under Penal Code 632 et seq., for
25 claims of invasion of privacy. Settlement resulted in a common fund in
26 the amount of \$2,750,000; finally approved in August 15, 2014);

- 1 b. *Hoffman v. Bank of America Corporation*, 12-CV-00539-JAH-DHB
2 (S.D. Cal.) (California class action settlement under Penal Code 632 et
3 seq., for claims of invasion of privacy. Settlement resulted in a common
4 fund in the amount of \$2,600,000; finally approved on November 6, 2014
5 and served as co-lead counsel);
- 6 c. *Franklin v. Wells Fargo Bank, N.A.*, 14-cv-2349 MMA (BGS) (S.D. Cal.)
7 (TCPA Class Action Settlement preliminarily approved on February 9,
8 2015 in the amount of \$13,859,103.80);
- 9 d. *Couser v. Comenity Bank*, 12-cv-02484-MMA-BGS (S.D. Cal. Oc. 2,
10 2014) (Finally approved for \$8,475,000 on May 27, 2015 as served as co-
11 lead counsel);
- 12 e. *Zaw v. Nelnet, Inc.*, C 13-5788 RS (N.D. Cal.) (California class action
13 settlement under Penal Code 632 et seq., for claims of invasion of
14 privacy. Settlement resulted in a common fund in the amount of
15 \$1,188,110.00; finally approved on November 14, 2014);
- 16 f. *Couser v. Apria Healthcare, Inc. et al.*, 13-cv-00035-JVS-RNB (C.D.
17 Cal. Oct. 27, 2014) (Finally approved on March 9, 2015 and served as
18 co-lead counsel);
- 19 g. *Macias v. Water & Power Community Credit Union*, BC515936 (Los
20 Angeles Superior Court) (Class certification granted under the Rosenthal
21 Fair Debt Collection Practices Act; class action settlement finally
22 approved on April 21, 2016);
- 23 h. *Mount v. Wells Fargo Bank, N.A.*, BC395959 (Sup. Ct. Los Angeles)
24 (finally approved for \$5,600,000);
- 25
26
27

- 1 i. *Caldera v. Am. Med. Collection Agency*, 2017 U.S. Dist. LEXIS 99239
2 (C.D. Cal. June 27, 2017) (Order certifying nationwide TCPA class
3 action);
- 4 j. *Reid v. I.C. System Incorporated*, CV-12-2661 PHX ROS (Arizona
5 District Court) (\$3,500,000.00 TCPA Class Settlement Preliminarily
6 Approved on March 24, 2017);
- 7 k. *Burkhammer v. Allied Interstate, LLC*, 2017 Cal. Super. LEXIS 109
8 (Sup. Ct. San Luis Obispo) (RFDCPA class action finally approved on
9 October 30, 2017);
- 10 l. *Maxin v. RHG & Company, Inc.*, 16-cv-2625 JLS (BLM) (S.D. Cal.)
11 (Supplement Misrepresentation class action finally approved on February
12 16, 2018);
- 13 m. *Giffin v. Universal Protein Supplements Corp.*, 2018 Cal. Super. LEXIS
14 3, BC613414 (Sup. Ct. Los Angeles) (Supplement misrepresentation
15 class action finally approved on February 7, 2018);
- 16 n. *Moreno-Peralta v. TRS Recovery Services, Inc.*, 2017 Cal. Super. LEXIS
17 548 (Sup. Ct. San Luis Obispo Oct. 10, 2017) (RFDCPA class action
18 preliminarily approved);
- 19 o. *McPolin v. Credit Service of Logan*, 2017 U.S. Dist. LEXIS 189236, 16-
20 cv-116 BSJ (Utah District Court) (FDCPA class action with consumers to
21 each receive \$1,428.57, debt relief, and tradeline deletion finally
22 approved on November 9, 2017); and,
- 23 p. *Anderson v. Phoenix Financial Services, LLC, et al.*, BCV-16-101385
24 (Sup. Ct. Kern) (FDCPA class action preliminarily approved on February
25 20, 2018).
- 26
27

1 34.Many of the cases listed above, which have settled, resulted in the creation of
2 combined common funds and/or distribution to class member in the millions of
3 dollars. The outstanding results mentioned above are a direct result of the
4 diligence and tenacity shown by Kazerouni Law Group, APC and myself, in
5 successfully prosecuting complex class actions.

6 **ADDITIONAL RELEVANT TRAINING,**
7 **SPEAKING/TEACHING ENGAGEMENTS AND ASSOCIATIONS**

8 35.I have undergone extensive training in the area of the consumer law, including a
9 four-day National Association of Consumer Advocates training in Tampa Bay
10 Florida; and, a three-day National Association of Consumer Advocates
11 conference in Baltimore, Maryland.

12 36.I also a member in good standing of the following local and national
13 associations:

- 14 a. National Association of Consumer Advocates;
15 b. Orange County Bar Association;
16 c. San Luis Obispo Bar Association;
17 d. California Attorneys Association of Los Angeles;
18 e. Consumer Attorneys of California; and,
19 f. Consumer Financial Services Committee with the State Bar of California.

20 37.I have been requested to, and have made, regular presentations to community
21 organizations regarding debt collection laws.

22 38.In 2012, I gave a presentation to law students at California Western School of
23 Law.

24 39.I also presented an ethics discussion before the Central Coast Paralegal
25 Association in 2013.

26 40.I made presentations to pre-law majors at California Polytechnic State
27 University in 2014 and 2016.

1 41.I also spoke to pre-law majors at the University of California, Irvine in 2014.

2 42.I have been invited to speak at Business Networking International meetings on
3 multiple occasions.

4 43.I speak regularly at meetings for the San Luis Obispo County Drug & Alcohol
5 Services regarding the benefits of obtaining strong credit.

6 44.I was interviewed and quoted in connection with the New Times Cover Story
7 entitled *Junk Debt: How the Open Market for Delinquent Debts Leads to*
8 *Lawsuits and Wage Garnishments*.

9 45.I am a Guest Lecturer for Legal Responsibilities of Business Course at
10 California Polytechnic State University.

11 46.I presented a MCLE for the State Bar of California entitled “Introduction to
12 California’s Fair Debt Buying Practices Act.”

13 47.I have also been interviewed on the radio on multiple occasions, including the
14 Wall Street Business Network on December 16, 2014; and, Real Estate Radio
15 on March 5, 2015.

16 48.I was invited by the American Bar Association to lead a webinar on “Hot
17 Topics with the Telephone Consumer Protection Act” on February 18, 2015.

18 49.I was invited by the State Bar of California to lead a presentation entitled
19 “Ethical Conundrums in Debt Collection.”

20 50.I have been a Guest Lecturer for the AP English class at Morro Bay High
21 School in 2015, 2016 and 2017.

22 51.I regularly speak at Home Buyer’s Workshops in San Luis Obispo County
23 along with agents from Century 21.

24 52.I was also interviewed in connection with KLAS-TV’s story regarding the
25 Kazerouni Law Group, APC’s class action against Manny Pacquiao; and,
26 Pacquiao’s Promoters entitled *McDonald, et al. v. Pacquiao, et al.*, 15-cv-1006

1 JLS (BGS) (S.D. Cal.).

2 53.I was invited to and spoke at the 88th Annual California State Bar Association
3 Meeting. Said discussion was entitled “Debt Collection in the Age of
4 Technology and the CFPB.”

5 54.I was named as a Best Consumer Rights Lawyer for California in 2015 by
6 M&A Awards.

7 55.I was named as a Lawyer of Distinction for 2017.

8 56.I was nominated as a Rising Star for 2017 by Super Lawyers.

9 57.I was the co-Chair of programming for the Consumer Financial Services
10 Committee with the State Bar of California in 2016 and 2017.

11 58.I was selected to be a part of the eCourse Development Team for a debt defense
12 course to be presented by the National Association of Consumer Attorneys.

13 59.I was also selected to be a part of the eCourse Development Team for a Fair
14 Credit Reporting Act course to be presented by the National Association of
15 Consumer Attorneys.

16 60.I have been a Panel Mediation for multiple State Bar functions in 2016 and
17 2017 including “Introduction to the Fair Credit Reporting Act”; Recent
18 Advances in California Invasion of Privacy Act”; and, “Recent Advances in the
19 Telephone Consumer Protection Act.”

20 61.I also was selected to give the opening presentation for the University of
21 California, Santa Barbara’s Financial Literacy Month in April 2017.

22 62.I gave a presentation to the State Bar of California regarding the recent United
23 States Supreme Court’s decision in *Henson v. Santander Consumer USA, Inc.*
24 on July 20, 2017.

25 63.I am a coach for the Morro Bay High School Moot Court team.

1 64. My article, California’s Identity Theft Act: A Tool to Protect Consumers After
2 the Equifax Breach of 2017, has been published by Plaintiff’s Magazine; and,
3 the San Luis Obispo Bar Bulletin. The article will also be published by
4 Business Law News; and, The Advocate.

5 65. In 2017, the California Legislature proposed an amendment to the Dating
6 Services Contract Act, Cal. Civ. Code § 1694, et seq. (“DSCA”). The
7 Consumer Attorneys of California requested my views on this amendment and
8 requested that I propose a counter amendment that more adequately protected
9 consumers. Said amendments were adopted and a more neutral version of the
10 DSCA was presented to the Legislature.

11 66. In 2017, the California Legislature proposed an amendment to the Information
12 Practices Act, Cal. Civ. Code § 1798, et seq. (“IPA”). The Consumer Attorneys
13 of California requested my views on this amendment and requested that I
14 propose a counter amendment that more adequately protected consumers. Said
15 amendments have been proposed to the Legislature.

16 67. I argued before the Los Angeles Appellate Court on November 16, 2017 in the
17 case of *Zand v. Specialized Loan Servicing, LLC*, No. BV 031947, 2017 Cal.
18 Super. LEXIS 1 (Jan 5, 2018) regarding the evidentiary issues at summary
19 judgment. The Los Angeles Appellate Court reversed the Trial Court’s
20 decision in my favor following oral argument.

21 68. I argued before the Ninth Circuit Court of Appeals on December 7, 2017 in the
22 case of *Silver, et al. v. Pennsylvania Higher Education Assistance Agency*, No.
23 16-15664, 2017 U.S. App. LEXIS 25196 (9th Cir. Dec. 13, 2017) regarding the
24 retroactive application of the 2015 Bipartisan Budget Act’s amendment to the
25 Telephone Consumer Protection Act. The Ninth Circuit reversed the District
26 Court’s decision dismissing our Action six days after oral argument.

1 69. I argued before the Court of Appeal of California, Second Appellate District,
2 Division Six on January 10, 2018 in the case of *Sandoval, et al. v. Cecil*
3 *Martinez, et al.*, No. B282053, 2018 Cal. App. Unpub. LEXIS 291 (Jan. 16,
4 2018) regarding the Trial Court's striking of malicious prosecution claims in
5 response to our anti-SLAPP Motion. The California Court of Appeal affirmed
6 the Trial Court's decision following oral argument.

7 70. I was interviewed on Gurvey's Law on ABC Radio on February 17, 2018
8 regarding *Candelore, et al. v. Tinder, Inc.*, B270172 (Court of Appeal, Second
9 Appellate District, Division Three).

10 71. Therefore, my experience in litigating class actions and my years in practice are
11 sufficient to justify my firm's appointment as class counsel in this case.

12 72. Attached hereto as Exhibit 1 is the Settlement Agreement and Release.

13 73. Attached to the Settlement Agreement as Exhibit 1A is the proposed Order
14 Granting Preliminary Approval.

15 74. Attached to the Settlement Agreement as Exhibit 1B is the proposed Order
16 Granting Final Approval.

17 75. Attached to the Settlement Agreement as Exhibit 1C is the proposed Notice.

18
19 I declare under penalty of perjury under the laws of the United States and of the
20 State of California that the foregoing is true and correct, and that this declaration
21 was executed on February 20, 2018.

22
23 By: 
24 MATTHEW M. LOKER, ESQ.

EXHIBIT 1

In The Case Of

Kyle Hansen, Individually and on Behalf of All Others Similarly Situated,

v.

Tinder, Inc.; and, Does 1-20, Inclusive,

15CVP-0155

KAZEROUNI LAW GROUP, APC
1303 EAST GRAND AVENUE, SUITE 101
ARROYO GRANDE, CA 93420
(805) 335-8455

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”), effective as of the date of the last signature below, is made by and between KYLE HANSEN (“Hansen”), individually and on behalf of the Class (as defined below), and TINDER, INC. (“Tinder”). Hansen and Tinder are each a “Party” and collectively the “Parties.”

RECITALS

A. There is pending in the Superior Court of California, County of San Luis Obispo (the “Court”), a civil action entitled *Kyle Hansen, individually and on behalf of all others similarly situated v. Tinder, Inc. and, Does 1-20, Inclusive*, Case No. 15CVP-0155 (the “Action”).

B. Hansen commenced the Action on May 27, 2015 against Tinder by filing a putative class action complaint alleging violations by Tinder of California’s Dating Services Contract Act. Tinder denies these allegations.

C. The Parties have actively litigated the Action, including via written discovery, oral depositions, and motion practice.

D. On November 2, 2016, during a full-day mediation with the Honorable Robert T. Altman (Ret.) of ADR Services, Inc., the Parties reached an agreement to settle the Action on a class-wide basis. Taking into account the burdens, uncertainty and risks inherent in this type of litigation, including that the Action is brought on behalf of an alleged class, the Parties have concluded that further prosecution and defense of the Action could be protracted, unduly burdensome, and expensive, and that it is desirable, fair, and beneficial to the Class (as defined in Section 1.1) that the Action now be fully and finally compromised, settled and terminated in the manner and upon the terms and conditions set forth in this Agreement.

E. Tinder denies that it committed any wrongful act or violated or breached any law or duty. Tinder also denies that Hansen, or the class he seeks to represent, is entitled to any form of damages or other relief based on the conduct alleged in the Action. In addition, Tinder maintains that it has meritorious defenses to all claims alleged in the Action and is prepared to defend the Action. This Agreement, and all related documents, shall not be construed as any admission or concession by Tinder, or any of the Released Parties (as defined in Section 11), of any fault, liability, wrongdoing or damage whatsoever.

F. Hansen and his counsel believe that the claims asserted in the Action have merit. However, taking into account the risks of continued litigation, as well as the delays and uncertainties inherent in such litigation and any subsequent appeal, Hansen and his counsel believe that it is desirable that the Action be fully and finally compromised, settled and terminated now with prejudice, and forever barred pursuant to the terms and conditions set forth in this Agreement. Hansen and his counsel have concluded that the terms and conditions of this Agreement are fair, reasonable and adequate to the proposed class, and that it is in the best interests of the proposed class to settle the Action.

WHEREFORE, in consideration of the promises, covenants, representations and warranties contained herein, and for good and valuable consideration given hereunder, the sufficiency of which is hereby acknowledged by the signatories to this Agreement, the Parties hereby agree as follows:

1. Settlement Class

1.1 Proposed Class Definition. For settlement purposes, the Parties have agreed to define the Class as follows:

All persons within California who purchased a subscription for Tinder Plus at any time during the period from March 2, 2015 through June 11, 2015 (the “Class”).

1.2 Estimated Class Size. The Parties have entered into this Agreement on the basis that the Class consists of approximately 34,000 members (“Class Members”). This estimated Class size is a material term of this Agreement.

2. Preliminary and Final Approval of Proposed Class Action Settlement

2.1 The Parties will seek Court approval of the settlement embodied in this Agreement (the “Settlement”) and a final order and judgment dismissing with prejudice the claims of Hansen and the Class Members as set forth in this Agreement. The Parties agree to undertake all steps necessary to effectuate the purposes of the Settlement, to secure the Court’s approval of the Settlement, and to oppose any interventions and objections to the Settlement, including objections by any regulatory authority. Class Counsel (as defined in Section 2.2) reserves the right to appeal any award of attorney’s fees and costs that is less than, and Tinder reserves the right to appeal any award of attorney’s fees and costs that is more than, the amount set forth in Section 3, with any such appeal seeking no more or less, as applicable, than the amount set forth in Section 3.

2.2 After full execution of this Agreement, Hansen will file a Motion for Preliminary Approval of Class Action Settlement (“Motion for Preliminary Approval”) in accordance with the terms of this Agreement. The Motion for Preliminary Approval will seek an order that: (a) preliminarily approves the Settlement of the Action; (b) certifies the Class for settlement purposes; (c) appoints Hansen as representative of the Class; (d) appoints Abbas Kazerounian and Matthew M. Loker of Kazerouni Law Group, APC and Joshua B. Swigart of Hyde & Swigart as counsel for the Class (“Class Counsel”); (e) approves the form provided for in this Agreement for giving notice of the Settlement to the Class, as provided in Section 5 of this Agreement (the “Notice Form”); (f) approves the method provided for in this Agreement for giving notice of the Settlement as provided in Section 5 of this Agreement; (g) sets deadlines for providing notice to the Class and for Class Members to submit requests for exclusion/opt-out, entry of an appearance, or objections to the proposed Settlement. The proposed Preliminary Approval Order is attached as Exhibit 1 hereto.

2.3 The Parties will thereafter seek final approval of the Settlement and entry of the Final Approval Order and Judgment (as defined in Section 10 below). The proposed Final Approval Order and Judgment is attached as Exhibit 2 hereto.

3. Settlement Consideration and Attorneys’ Fees and Costs

3.1 Consideration to Class Members: As part of the Settlement, within thirty (30) days after the Effective Date (as defined below), each Class Member who does not opt out of the Settlement will receive one of the following: (a) existing Tinder Plus subscribers will receive a one-time allotment of Super Likes valued between \$9.99 and \$19.99; (b) former Tinder Plus subscribers will receive a one-month subscription for Tinder Plus at no cost. Said subscription is valued between \$9.99 and \$19.99.

3.2 Attorneys' Fees and Costs: As part of the Settlement, within thirty (30) days after the Court issues its Preliminary Approval Order, Class Counsel may file a motion for attorneys' fees and costs incurred in connection with the Action, in an amount not to exceed \$65,000, to be paid to Class Counsel (the "Fee Motion"). Tinder will not oppose the Fee Motion so long as the amount requested in the motion does not exceed \$65,000. Within thirty (30) days after the Effective Date, Tinder shall pay to Class Counsel the amount of attorneys' fees and costs awarded by the Court, in an amount not to exceed \$65,000. No interest will accrue on any attorneys' fees or costs awarded by the Court to Class Counsel.

3.3 Incentive Award to Hansen: Class Counsel may move for a service/incentive award for Hansen for his service as class representative in this Action, which will be a one-year subscription to Tinder Plus at no cost to Hansen. Said incentive award is valued at \$239.88. Court approval of any service/incentive award will not be a condition of the Settlement.

3.4 No Other Settlement Consideration: Tinder shall not, under any circumstances, be obligated to make any payment or provide any consideration to Hansen, Class Counsel or the Class Members other than those referenced in this Section 3.

4. Tinder to Act as Claims Administrator

4.1 The process, costs and expenses of claims administration shall be overseen by Tinder. The Parties will use good faith efforts to minimize the costs of claims administration.

4.2 Tinder shall be responsible for, among other things, the following: (a) providing notice to Class Members as set forth in Section 5 below; and (b) acting as a liaison between Class Members and the Parties regarding the Settlement.

4.3 All costs and expenses related to claims administration shall be paid by Tinder.

5. Notice of Settlement

5.1 In the event of Preliminary Approval, Tinder shall create a list of Class Members that includes each Class Member's email address.

5.2 Tinder will provide individual notice of the proposed Settlement, via email, to all Class Members ("E-Mail Notice"). In the event that emails are returned to Tinder as undeliverable, Tinder will make reasonable efforts to locate a valid email address for those Class Members and re-send the notice.

5.3 Tinder will commence E-Mail Notice as soon as reasonably practicable but no later than thirty (30) days after the Court grants the Motion for Preliminary Approval (the "Notice Deadline"). Tinder will file a declaration with the Court, as part of the final approval papers, stating that these procedures were followed.

5.4 The E-Mail Notice will contain a detailed summary description of the Agreement and provide contact information for Class Counsel. The E-Mail Notice will be substantially in the form of Exhibit 3 hereto.

5.5 Hansen's counsel, Kazerouni Law Group, APC, will post all Settlement documents to www.kazlg.com until the date of Final Approval. Said documents include Hansen's operative pleading; the Motion for Preliminary Approval; the Motion for Attorneys' Fees and Costs; the Motion for Final Approval; and any associated Court orders.

6. Right to Opt Out of Settlement

6.1 Class Members have the right to opt out of and exclude themselves from the Settlement by mailing an exclusion request (“Exclusion Request”) to Tinder. The Exclusion Request must be postmarked on or before the Opt-Out and Objection Deadline specified on the E-Mail Notice, which is ninety (90) days from the date the Court grants the Motion for Preliminary Approval. Tinder will provide copies of such Exclusion Requests to Class Counsel promptly upon receipt.

6.2 Each Exclusion Request shall be in writing and include the name and case number of this case and the Class Member’s name, address, and telephone number, and must be signed by the Class Member.

6.3 Except for those Class Members who have properly and timely mailed an Exclusion Request, all Class Members will be bound by this Agreement and the Final Approval Order and Judgment to be entered following the Final Approval Hearing.

7. Right to Object to Settlement

7.1 Any Class Member who wishes to object to the Settlement must mail his or her objections to the Court (“Objection”) and submit a copy of the Objection to Class Counsel and Tinder’s counsel. The Objection must be postmarked on or before the Opt-Out and Objection Deadline specified in the E-Mail Notice, which is ninety (90) days from the date the Court grants the Motion for Preliminary Approval.

7.2 Any Objection must set forth the name and case number of the Action, the Class Member’s name, address, and telephone number, all arguments, citations and evidence supporting the Objection, and a statement of whether the objecting Class Member intends to appear at the Final Approval Hearing and whether the objecting Class Member intends to appear at the hearing with or without counsel. If the Class Member is represented by counsel, counsel’s name, address, email address and telephone number shall be set forth in the Objection. The objecting Class Member shall also indicate in the Objection the name and case number of all class action cases in which the objecting Class Member has previously submitted any objections to settlement, whether the objection was filed by the objecting Class Member on his or her own behalf or on behalf of someone else. Tinder will provide to Class Counsel and Tinder’s counsel all copies of any Objections mailed to Tinder.

7.3 Any Class Member who fails to submit a timely Objection pursuant to this Section 7 and as detailed in the E-Mail Notice shall have waived any right to object to the Settlement, shall not be permitted to object to the Settlement at the Final Approval Hearing, and shall be foreclosed from seeking any review of the Settlement by appeal or other means.

8. Right to Terminate Settlement

Tinder may terminate this Agreement and withdraw from the Settlement hereunder if more than 4% of the Class Members object or opt out.

9. Right to Enter an Appearance

On or before the date specified in the E-Mail Notice, which is ninety (90) days from the date the Court grants the Motion for Preliminary Approval, a Class Member may enter an appearance through an attorney if he or she so desires. The Class Member is solely responsible for any fees, costs or expenses of his or her attorney.

10. Final Approval Order and Judgment

10.1 As used herein, “Final Approval Order and Judgment” shall mean the entry by the Court of an order and judgment finally approving the Settlement of the Action pursuant to the terms of this Settlement Agreement.

10.2 Hansen shall file a Motion for Final Approval no later than one hundred and twenty (120) days from the date the Court grants the Motion for Preliminary Approval.

10.3 “Effective Date” means the later of: (i) the expiration of the time for appeal from the Final Approval Order and Judgment, or (ii) if a notice of appeal is filed but the Final Approval Order and Judgment is affirmed or the appeal is dismissed, the date upon which the mandate of the Court of Appeal is issued.

10.4 Tinder shall not be obligated to pay any sum pursuant to this Agreement or to provide any other consideration described in Section 3 prior to the Effective Date.

10.5 By entering a Final Approval Order and Judgment, the Court shall:

10.5.1 Approve the Agreement and the proposed Settlement as fair, reasonable and adequate as to, and in the best interests of, the Class Members; direct the Parties and their counsel to implement and consummate the Agreement, to the extent the Parties have not done so already, according to its terms and provisions; and declare the Agreement to be binding on, and have res judicata and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of, Hansen and all other Class Members, as well as their heirs, executors, administrators, successors and assigns;

10.5.2 Certify the Class for purposes of the Settlement;

10.5.3 Find that the Notice Form and the Notice procedure implemented pursuant to the Agreement (a) constitute the best practicable notice, (b) constitute notice that is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action, their right to accept, object to or exclude themselves from the proposed Settlement and to appear at the fairness hearing, (c) constitute reasonable, due, adequate and sufficient notice to all persons entitled to receive notice, and (d) meet all applicable requirements of the California Code of Civil Procedure, the United States Constitution and any Rules of the Court;

10.5.4 Find that Class Counsel and Hansen adequately represented the Class for purposes of entering into and implementing the Settlement;

10.5.5 Incorporate the Release set forth in Section 11 below, make the Release effective as of the date of the Final Approval Order and Judgment, and forever discharge the Released Parties (as defined below) from any claims or liabilities arising from or related to the facts, circumstances, or subject matter of this Action;

10.5.6 Bar and enjoin Hansen and all Class Members who have not been excluded from the Class from (a) filing, commencing, prosecuting, intervening in, promoting, or participating (as class members or otherwise) in any lawsuit in any jurisdiction based on or arising out of the claims and causes of action, or the facts and circumstances relating thereto, in this Action and (b) organizing Class Members who have not been excluded from the Class into a separate class for purposes of pursuing as a purported class action any lawsuit (including by seeking to amend a pending complaint to include class allegations, or seeking class certification

in a pending action) based on or relating to the claims and causes of action, or the facts and circumstances relating thereto, in this Action.

11. Release upon Final Approval Order and Judgment

11.1 Hansen and each Class Member (other than those persons who have timely and properly filed an Exclusion Request), on behalf of themselves and their agents, administrators, servants, employees, representatives, assigns, heirs, executors, trustees, joint venturers, partners, successors, predecessors and attorneys, and each of them (collectively the "Releasing Persons"), hereby jointly and severally release and discharge Tinder, all of its former, present and future direct and indirect parents, affiliates, subsidiaries, successors and predecessors, and all of their respective former, present and future officers, directors, shareholders, employees, servants, agents, attorneys, representatives, independent contractors and vendors (collectively the "Released Parties") from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, and demands, of whatever character, known or unknown, to the date hereof, arising out of, relating to, or in connection with the facts alleged in the First Amended Complaint in the Action and the administration of this Settlement (the "Released Claims").

11.2 Each Party acknowledges that it/he/she may hereafter discover facts different from, or in addition to, those which it/he/she now claims or believes to be true with respect to the claims released herein, and agrees that this Agreement shall remain effective in all respects notwithstanding the discovery of such different, additional or unknown facts. Each Party hereby expressly waives any rights it/he/she may have under Section 1542 of the California Civil Code or any other similar statute of any other state. Section 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

11.3 In entering into this Agreement, each Party assumes the risk of any misrepresentation, concealment or mistake. If any Party should discover subsequent to the Final Approval Order and Judgment that any fact relied upon by it/him/her in entering into this Agreement was untrue, or that any fact was concealed from it/him/her, or that its/his/her understanding of the facts or of the law was incorrect, such Party shall not be entitled to any relief in connection therewith, including without limitation, any alleged right or claim to set aside or rescind this Agreement. This Agreement is intended to be, and is, final and binding between the Parties hereto, regardless of any claims of misrepresentation, promise made without the intention to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

11.4 In addition to the claims being released by all Class Members, Hansen will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Hansen has or may have against the Released Parties as of the date of execution of this Agreement. Hansen expressly waives any and all rights and benefits conferred upon him by the provisions of Section 1542 of the California Civil Code or any other similar statute of any other state. Section 1542 states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

12. Effect of Court's Denial of Preliminary or Final Approval of Settlement

The Settlement contemplated by this Agreement shall not be effective, and shall be null and void, if the Court does not preliminarily approve the Settlement and finally approve the Settlement in substantially the same form as set forth herein, or if, in the event that the Settlement or the judgment approving the Settlement is appealed, the Settlement or the judgment approving same is not approved on appeal in substantially the same form as set forth herein. In such event, (a) this Agreement shall terminate and be of no further force and effect, and no Party shall be bound by any of its terms; (b) to the extent applicable, any preliminary order approving the Settlement, certifying the Class, approving the Notice Forms or Notice procedure, and providing notice to the Class shall be vacated; (c) the Agreement and all of its provisions, and all negotiations, statements, and proceedings relating to the Agreement, shall be without prejudice to the rights of any of the Parties; (d) the Parties shall be restored to their respective positions as of the date this Agreement was fully executed; and (e) neither the Settlement nor any communications or negotiations leading up to the Settlement, nor any of the Settlement's provisions or the fact that this Agreement has been made, shall be admissible in this Action or in any other action for any purpose whatsoever.

13. Representations and Warranties

The Parties represent, warrant and agree as follows:

13.1 Assignment of Claims.

No Party has assigned, transferred or granted, or purported to assign, transfer, or grant, any of the claims, demands and cause(s) of action disposed of by this Agreement.

13.2 Legal Advice.

The Parties have had the opportunity to consult with independent legal counsel with respect to the advisability of entering into this Agreement and the Settlement provided for herein, including the waiver of rights under California Civil Code section 1542 or any other similar statute of any other state.

13.3 Investigation.

The Parties have been represented in the negotiations for, and in preparation of, this Agreement by counsel of their choice; they have read this Agreement and have had it fully explained to them by such counsel; and they are fully aware of the contents of this Agreement and of the legal effect of each and every provision thereof. Each Party to this Agreement has made such investigation of the facts pertaining to this Agreement and of all of the matters pertaining thereto as he or it deems necessary.

13.4 Authority and Capacity to Execute Agreement.

The person executing this Agreement on each Party's behalf has full authority and capacity to execute this Agreement and to give the releases and other promises contained herein.

14. No Admission of Liability

This Agreement settles claims which are denied and contested, and nothing contained herein shall be construed as an admission by Tinder of any liability of any kind. Tinder denies any liability in connection with any such claims and by settlement intends merely to avoid further litigation of the Action.

15. Return of Confidential Documents

Within thirty (30) days of the Final Approval Order and Judgment, the original and all copies of all confidential or highly confidential documents and/or information subject to any Protective Order entered in this Action shall be returned to the designating Party or destroyed with a certification that no copies have been retained or that all copies have been destroyed by the receiving Party.

16. Choice of Law and Jurisdiction

This Agreement is being executed in the State of California, and it shall be deemed to be made under, and shall be interpreted in accordance with, the internal laws of the State of California.

17. Construction of Agreement

Each Party has participated in the drafting and preparation of this Agreement. Hence, in construing this Agreement, neither Party shall have any term or provision, or any uncertainty or ambiguity as to any term or provision herein, construed against such Party solely by reason of such Party having drafted the same, as a result of the manner of the preparation of this Agreement, or otherwise. Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable. In the event any provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall be binding and enforceable.

18. Headings or Pronouns

Headings or captions contained in this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used in the interpretation of, or determination of the validity of, this Agreement or any provision hereof. Whenever the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall be deemed to refer to and include the plural, and vice versa.

19. Entire Agreement

This Agreement contains the entire agreement and understanding between the Parties concerning the subject matter hereof, and any and all prior oral or written agreements or understandings between the Parties related hereto are superseded. No representations, oral or otherwise, express or implied, other than those specifically contained in this Agreement, have been made by any Party hereto.

20. Waiver, Modification and Amendment

No provision of this Agreement may be waived except by a writing signed by both Parties hereto. Waiver of any one provision shall not be deemed to be a waiver of any other provision hereof. This Agreement may not be altered, amended or otherwise changed or modified, except by a writing signed by both Parties.

21. Successors and Assigns

This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective successors, assigns, heirs, agents, employees, attorneys, representatives, officers, parents, affiliates, and subsidiaries.

22. Execution in Counterparts

This Agreement may be executed in counterparts, and all of said counterparts shall collectively constitute one agreement binding on both Parties.

23. Further Cooperation

The Parties agree to execute all such further and additional documents and instruments as shall be necessary or expedient to carry out the provisions of this Agreement, and shall promptly and in good faith undertake all reasonable acts to effectuate its provisions.

24. Notices

All letters, notices, requests, demands and other communications required or permitted to be given to the Parties pursuant to this Agreement, excluding communications directed to Class Members, shall be in writing and addressed as follows:

For Hansen
and the Class:

Abbas Kazerounian, Esq.
Matthew M. Loker, Esq.
Kazerouni Law Group, APC
245 Fischer Avenue, Suite D1
Costa Mesa, CA 92626

Joshua B. Swigart, Esq.
Hyde & Swigart
2221 Camino Del Rio South, Suite 101
San Diego, CA 92108

For Tinder:

Donald R. Brown, Esq.
Manatt, Phelps & Phillips, LLP
11355 West Olympic Boulevard
Los Angeles, CA 90064

25. Anticipated Schedule

EVENT	DEADLINE
Notice to be e-mailed by Tinder	30 days after date of Preliminary Approval
Motion for Attorneys' Fees, Litigation Costs, and Incentive Award	30 days after date of Preliminary Approval
Deadline to Opt Out/Object	90 days after date of Preliminary Approval
Motion for Final Approval	120 days after date of Preliminary Approval

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates set forth below.

DATED: _____

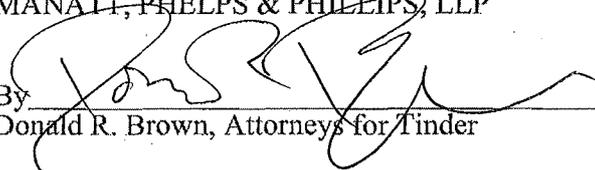
 KYLE HANSEN, as an Individual
 and as a Proposed Class Representative

DATED: 2/7/18

TINDER, INC.
 By 
 Name: _____
 Title: General Counsel & Secretary
2/7/18

APPROVED AS TO FORM AND CONTENT

DATED: 2/9/18

MANATT, PHELPS & PHILLIPS, LLP
 By 
 Donald R. Brown, Attorneys for Tinder

DATED: _____

HYDE & SWIGART
 By _____
 Joshua B. Swigart, Attorneys for Hansen

25. Anticipated Schedule

EVENT	DEADLINE
Notice to be e-mailed by Tinder	30 days after date of Preliminary Approval
Motion for Attorneys' Fees, Litigation Costs, and Incentive Award	30 days after date of Preliminary Approval
Deadline to Opt Out/Object	90 days after date of Preliminary Approval
Motion for Final Approval	120 days after date of Preliminary Approval

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates set forth below.

DATED: _____



 KYLE HANSEN, as an Individual
 and as a Proposed Class Representative

DATED: _____

TINDER, INC.

By _____
 Name:
 Title:

APPROVED AS TO FORM AND CONTENT

DATED: _____

MANATT, PHELPS & PHILLIPS, LLP

By _____
 Donald R. Brown, Attorneys for Tinder

DATED: _____

HYDE & SWIGART


 By
 Joshua B. Swigart, Attorneys for Hansen

DATED: _____

KAZEROONI LAW GROUP, APC

By



Matthew M. Loker, Attorneys for Hansen

EXHIBIT 1(A)

In The Case Of

Kyle Hansen, Individually and on Behalf of All Others Similarly Situated,

v.

Tinder, Inc.; and, Does 1-20, Inclusive,

15CVP-0155

KAZEROUNI LAW GROUP, APC
1303 EAST GRAND AVENUE, SUITE 101
ARROYO GRANDE, CA 93420
(805) 335-8455

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO – PASO ROBLES BRANCH –
UNLIMITED**

**KYLE HANSEN, INDIVIDUALLY
AND ON BEHALF OF ALL
OTHERS SIMILARLY
SITUATED,**

Plaintiff,

v.

**TINDER, INC.; AND, DOES 1-20,
INCLUSIVE,**

Defendant.

Case No.: 15CVP-0155

**[PROPOSED] ORDER GRANTING
PLAINTIFF’S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

DATE: April 10, 2018

TIME: 9:00 a.m.

DPT: P2

HONORABLE LINDA HURST

1 1. Jurisdiction. The Court has jurisdiction over the subject matter of the Action
2 and over all settling parties hereto.

3 2. Preliminary Approval of Proposed Settlement. The Agreement, including
4 all exhibits thereto, is preliminarily approved as fair, reasonable and adequate
5 and within the range of reasonableness for preliminary settlement approval.
6 The Court finds that:

- 7 (a) the Agreement resulted from arm's length negotiations; and
- 8 (b) the Agreement is sufficient to warrant notice of the Settlement to persons
9 in the Class and a full hearing on the approval of the Settlement.

10 3. Class Certification for Settlement Purposes Only. The Court conditionally
11 certifies, for settlement purposes only, the following Class:

12 All persons within California who purchased a subscription for
13 Tinder Plus at any time during the period from March 2, 2015
14 through June 11, 2015.

15 Defendant has identified, based on its records, approximately 34,000 such
16 persons.

17 In connection with this conditional certification, the Court makes the
18 following preliminary findings:

- 19 a. The Class appears to be so numerous that joinder of all members is
20 impracticable;
- 21 b. There appear to be questions of law or fact common to the Class for
22 purposes of determining whether this Settlement should be approved;
- 23 c. Plaintiff's claims appear to be typical of the claims being resolved
24 through the proposed Settlement;
- 25 d. Plaintiff appears to be capable of fairly and adequately protecting the
26 interests of the Class Members in connection with the proposed
27 Settlement;

1 e. For purposes of determining whether the Settlement is fair, reasonable
2 and adequate, common questions of law and fact appear to predominate
3 over questions affecting only individual Class Members. Accordingly,
4 the Class appears to be sufficiently cohesive to warrant settlement by
5 representation; and

6 f. For purposes of settlement, certification of the Class appears to be
7 superior to other available methods for the fair and efficient settlement of
8 the claims of the Class Members.

9 4. Class Representative. Plaintiff Kyle Hansen is designated as class
10 representative for the Class.

11 5. Class Counsel. The Court appoints Abbas Kazerounian and Mathew M.
12 Loker of Kazerouni Law Group, APC; and, Joshua B. Swigart as counsel for
13 the Class. The Court finds that counsel are competent and capable of
14 exercising all responsibilities as Class Counsel for the Class.

15 6. Settlement Hearing. A final approval hearing (the “Settlement Hearing”)
16 shall be held on [DATE OF FINAL APPROVAL HEARING], at [TIME], as
17 set forth in the notice to the Class, to determine whether the Agreement is
18 fair, reasonable and adequate and should be approved. Papers in support of
19 final approval of the Agreement, the incentive award to Plaintiff and Class
20 Counsel’s application for an award of attorneys’ fees, costs and expenses (the
21 “Fee Application”) shall be filed with the Court according to the schedule set
22 forth in Paragraph 10 below. The Settlement Hearing may be postponed,
23 adjourned, or continued by order of the Court without further notice to the
24 Class. After the Settlement Hearing, the Court may enter a settlement order
25 and final judgment in accordance with the Agreement that will adjudicate the
26

1 rights of the Class Members with respect to the Released Claims being
2 settled.

3 7. Class Notice. Class Notice shall be provided within thirty (30) days
4 following entry of this Order.

5 (a) Direct E-Mailing. Defendant will send Notice to the Class via e-mail
6 thirty (30) days after entry of the Preliminary Approval Order.
7 Defendant shall file a declaration with the Court, as part of the final
8 approval papers, confirming that these procedures were followed.

9 (b) Findings Concerning Class Notice. The Court finds that the foregoing
10 program of Class Notice and the manner of its dissemination constitute
11 the best practicable notice under the circumstances and are reasonably
12 calculated to apprise Class Members of the pendency of this Action and
13 their right to object to the Settlement or exclude themselves from the
14 Class. The Court further finds that the Class Notice program is
15 reasonable, that it constitutes due, adequate and sufficient notice to all
16 persons entitled to receive notice and that it meets the requirements of
17 due process.

18 (c) Approval of Opt-Out Process and Settlement Procedure. The opt-out and
19 objection processes described in the Agreement are hereby approved.
20 The Court preliminarily approves the process set forth in the Agreement
21 for submitting, reviewing, approving and paying all claims as described
22 in the Agreement. Opt-outs and objections, if any, shall be received by
23 ninety days (90) after the date of preliminary approval.

24 (d) Costs of Administration, Incentive Payments, and Attorney Fees. The
25 Court also approves the process for handling the costs of Class Notice
26

1 and compensation, the incentive payment, and Class Counsel’s attorneys’
2 fees and litigation costs.

3 8. Exclusion from The Class.

4 (a) As stated above, Class Members have the right to opt out of the Class and
5 exclude themselves from the Settlement by mailing an exclusion request
6 (“Exclusion Request”) to Defendant. The Exclusion Request must be
7 postmarked on or before the date specified in the Class Notice, which is
8 60 days from the date of providing Notice. Defendant will provide copies
9 of any such exclusion requests to Class Counsel and its own counsel. All
10 Class Members who do not opt out in accordance with the terms set forth
11 herein will be bound by all proceedings, orders, and judgments in the
12 Action, including without limitation any approval of the Settlement by the
13 Court.

14 (b) Exclusion Requests must include the name and number of this case and
15 the Class Member’s name, address, and telephone number.

16 (c) No Exclusion Request will be valid unless all of the information described
17 above is included. No Class Member, or any person acting on behalf of or
18 in concert or participation with that Class Member, may exclude any other
19 Class Member from the Class.

20 (d) Defendant will retain a copy of all Exclusion Requests. Not later than
21 fourteen days before the Final Approval Hearing, Defendant shall file
22 with the Court a declaration that lists all of the Exclusion Requests
23 received.

24 9. Objections and Appearances.

25 (a) Any Class Member who has not timely submitted a valid Exclusion
26 Request may, subject to the requirements below, appear at the Final

1 Approval Hearing to argue that the proposed Settlement should not be
2 approved and/or to oppose the application of Class Counsel for an award
3 of attorneys' fees and the incentive award to Plaintiff.

4 (b) In order to be heard at the Final Approval Hearing, the person must make
5 any objection ("Objection") in writing and file a notice of appearance
6 with the Court no later than ninety (90) days after the date of preliminary
7 approval, or as the Court may otherwise direct. The Objection must also
8 be mailed to Class Counsel and defense counsel.

9 (c) Any Objection filed with the Court must set forth the Class Member's full
10 name, address, and telephone number, and the reasons for the Objection,
11 state whether the objecting Class Member intends to appear at the Final
12 Approval Hearing on his or her own behalf or through counsel, set forth
13 all arguments, citations and evidence supporting the Objection, and
14 disclose every prior objection to a class action settlement ever made by
15 the Class Member or Class Member's attorney, including the case name,
16 case number, and disposition of the prior objection(s). Additionally, any
17 documents supporting the Objection must also be attached to the
18 Objection. Any Class Member who fails to comply with these provisions
19 shall waive and forfeit any and all rights the Class Member may have to
20 appear separately and/or object, and shall be bound by all proceedings,
21 orders, and judgments in the Action, including without limitation any
22 approval of the Settlement by the Court. Any Objections that are not
23 timely filed and mailed shall be forever barred.

24 10. Further Papers in Support of Settlement and Fee Application. Any
25 responses to Objections shall be filed with the Court within 120 days after
26 the Preliminary Approval Order. Class Counsel's Motion for Attorneys'

1 Fees, Costs, and Incentive Award shall be filed within thirty (30) days after
2 the Preliminary Approval Order, and the Motion for Final Approval of the
3 Settlement shall be filed within one hundred and twenty (120) days after the
4 Preliminary Approval Order.

5 11. Effect of Failure to Approve the Settlement. In the event the Settlement is
6 not approved by the Court, or for any reason the Parties fail to obtain the
7 Final Judgment as contemplated in the Agreement, or the Agreement is
8 terminated pursuant to its terms for any reason, then the following shall
9 apply:

10 (a) All orders and findings entered in connection with the Agreement shall
11 become null and void and have no further force and effect, shall not be
12 used or referred to for any purposes whatsoever, and shall not be
13 admissible or discoverable in any other proceeding;

14 (b) The conditional certification of the Class pursuant to this Order shall be
15 vacated automatically and void; no doctrine of waiver, estoppel or
16 preclusion shall be asserted in any litigated certification proceedings in
17 the Action; and the Agreement, its existence and any drafts thereof, and
18 any discussion, negotiation, documentation, or other part or aspect of the
19 Parties' settlement discussions leading to the execution of the Agreement
20 shall have no effect and shall not be admissible evidence for any purpose,
21 including to establish any fact relevant to class certification or any alleged
22 liability of Defendant for the matters alleged in the Action or for any other
23 purpose;

24 (c) Nothing contained in this Order is, or may be construed as, any admission
25 or concession by or against Defendant or Plaintiff on any point of fact or
26 law; and

1 (d) Neither the Settlement terms nor any publicly disseminated information
2 regarding the Settlement, including, without limitation, the Class Notice,
3 court filings, orders and public statements, may be used as evidence for
4 any purpose whatsoever. In addition, neither the fact of, nor any
5 documents relating to, Defendant's withdrawal from the Settlement, any
6 failure of the Court to approve the Settlement and/or any Objections or
7 interventions may be used as evidence for any purpose whatsoever.

8 12. Stay/Bar of Other Proceedings. All proceedings in this Action are stayed
9 until further order of the Court, except as may be necessary to implement
10 the terms of the Settlement. Pending final determination of whether the
11 Settlement should be approved, Plaintiff, all Class Members, and all
12 persons purporting to act on their behalf are enjoined from commencing or
13 prosecuting (either directly, representatively or in any other capacity)
14 against any of the Released Parties any action, arbitration or proceeding in
15 any court, arbitration forum or tribunal asserting any of the Released
16 Claims.

17 13. Continuing Jurisdiction. The Court retains continuing and exclusive
18 jurisdiction over the Action to consider all further matters arising out of or
19 connected with the Settlement, including the administration and
20 enforcement of the Agreement.

14. Schedule. This case shall proceed pursuant to the following schedule:

EVENT	DAYS AFTER PRELIMINARY APPROVAL	DATE
Notice to be e-mailed by Defendant	30 days from date of Preliminary Approval.	
Motion for Attorneys' Fees, Litigation Costs, and Incentive Award	30 days from date of Preliminary Approval.	
Deadline to Opt Out/Object/Notify Court of Intent to Appear at Final Approval Hearing	90 days from date of Preliminary Approval.	
Motion for Final Approval	120 days from date of Preliminary Approval.	

IT IS SO ORDERED.

Date: _____, 2018

SAN LUIS OBISPO SUPERIOR COURT JUDGE

EXHIBIT 1(B)

In The Case Of

Kyle Hansen, Individually and on Behalf of All Others Similarly Situated,

v.

Tinder, Inc.; and, Does 1-20, Inclusive,

15CVP-0155

KAZEROUNI LAW GROUP, APC
1303 EAST GRAND AVENUE, SUITE 101
ARROYO GRANDE, CA 93420
(805) 335-8455

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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO - UNLIMITED**

**KYLE HANSEN, INDIVIDUALLY
AND ON BEHALF OF ALL
OTHERS SIMILARLY
SITUATED,**

Plaintiff,

v.

**TINDER, INC.; AND, DOES 1-20,
INCLUSIVE,**

Defendant.

Case No.: 15CVP-0155

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

**DATE:
TIME:
DPT:**

Case No.: 15CVP-0155

Hansen, et al. v. Tinder

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

1 **FINAL APPROVAL ORDER**

2 After arm’s length negotiations and settlement discussions, Plaintiff KYLE
3 HANSEN and Defendant TINDER, INC. (herein jointly referred to as the
4 “Parties”) entered in to a Class Action Settlement Agreement (hereinafter referred
5 to as the “Agreement”), which is subject to review pursuant to the applicable Rules
6 of Civil Procedure. On [REDACTED], 2018, the Parties filed the Agreement, along with
7 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement
8 (hereinafter referred to as the “Preliminary Approval Motion”).

9 On [REDACTED], 2018, upon consideration of the Agreement, the
10 Preliminary Approval Motion, and the record, the Court entered an Order of
11 Preliminary Approval of Class Action Settlement (hereinafter referred to as the
12 “Preliminary Approval Order”). Pursuant to the Preliminary Approval Order, the
13 Court, among other things, (i) preliminarily certified (for settlement purposes only)
14 a Class of plaintiffs (hereinafter referred to as the “Class Members”) with respect
15 to the claims asserted in this Action; (ii) preliminarily approved the proposed
16 settlement (the “Settlement”); (iii) appointed Plaintiff as the Class Representative;
17 (iv) appointed Kazerouni Law Group, APC and Hyde & Swigart as Class Counsel;
18 and (v) set the date and time of the Final Approval Hearing.

19 On [REDACTED], 2018, Class Counsel timely filed their motion for
20 Attorneys’ Fees, Litigation Costs, and Incentive Award.

21 On [REDACTED], 2018, Plaintiff timely filed the Motion for Final Approval
22 of Class Action Settlement (hereinafter referred to as the “Final Approval
23 Motion”). Pursuant to the Final Approval Motion, the Parties request final
24 certification of the Class and final approval of the proposed Settlement.

25 On [REDACTED], 2018, a Final Approval Hearing was held to determine
26

1 whether this Action satisfies the applicable prerequisites for class action treatment
2 and whether the proposed Settlement is fundamentally fair, reasonable, adequate,
3 and in the best interests of the Class Members and should be approved by the
4 Court. The Court has read and considered the Agreement, the Final Approval
5 Motion and the record. All capitalized terms used herein have the meanings
6 defined herein and/or in the Agreement.

7 NOW, THEREFORE, IT IS HEREBY ORDERED:

- 8 1. JURISDICTION: The Court has jurisdiction over the subject matter of the
9 Action and over all settling parties hereto.
- 10 2. CLASS MEMBERS: The Action is hereby finally certified, for settlement
11 purposes only, as a class action on behalf of the following Class Members
12 with respect to the claims asserted in the Action:
13 All persons within California who purchased a subscription for
14 Tinder Plus at any time during the period from March 2, 2015
15 through June 11, 2015.
- 16 3. CLASS REPRESENTATIVE AND CLASS COUNSEL APPOINTMENT:
17 The Court finally certifies Plaintiff as the Class Representative. The Court
18 also certifies Abbas Kazerounian and Matthew M. Loker of Kazerouni Law
19 Group, APC and Joshua B. Swigart of Hyde & Swigart as Class Counsel.
- 20 4. NOTICE AND PROCESS: Pursuant to the Court's Preliminary Approval
21 Order, Defendant has complied with the approved notice process as
22 confirmed in its declaration filed with the Court. The form and method for
23 notifying the Class Members of the Settlement and its terms and conditions
24 were in conformity with this Court's Preliminary Approval Order, satisfied
25 the requirements of the California Code of Civil Procedure and due process,
26 and constituted the best notice practicable under the circumstances. The

1 Court finds that the notice process was clearly designed to advise the Class
2 Members of their rights and that the process was the best practicable
3 procedure under the circumstances.

4 5. FINAL CLASS CERTIFICATION: The Court again finds that the Action
5 satisfies the applicable prerequisites for class action treatment, namely:

6 (a) The Class Members are so numerous that joinder of all of them in the
7 Action would be impracticable;

8 (b) There are questions of law and fact common to the Class Members,
9 which predominate over any individual questions, at least for purposes of
10 settlement;

11 (c) The claims of Plaintiff are typical of the claims of the other Class
12 Members;

13 (d) Plaintiff and Class Counsel have fairly and adequately represented and
14 protected the interests of all of the Class Members; and

15 (e) Class treatment of these claims will be efficient and manageable, thereby
16 achieving an appreciable measure of judicial economy, and a class action
17 is superior to other available methods for a fair and efficient adjudication
18 of this controversy, at least in the context of settlement.

19 6. SETTLEMENT TERMS: The Agreement, which has been filed with the
20 Court and shall be deemed incorporated herein, and the proposed Settlement
21 are finally approved and shall be consummated in accordance with the terms
22 and provisions thereof, except as amended by any order issued by this Court
23 on consent of the Parties. The material terms of the Agreement include, but
24 are not limited to, the following:
25
26

- 1 1. Class Members who did not opt out of the Settlement will receive
2 one of the following: (a) existing Tinder Plus subscribers will
3 receive a free one-time allotment of Super Likes; (b) former Tinder
4 Plus subscribers will receive a free one-month subscription for
5 Tinder Plus.
- 6 2. Defendant shall provide a free one-year subscription for Tinder
7 Plus to Plaintiff as an Incentive Payment for bringing and
8 participating in this Action.
- 9 3. Defendant shall pay the maximum sum of \$65,000 as Class
10 Counsel's attorneys' fees and litigation costs.

11 7. The Court finds that the Settlement of the Action, on the terms and
12 conditions set forth in the Agreement, is in all respects fundamentally fair,
13 reasonable, adequate, and in the best interests of the Class Members,
14 especially in light of, among other things, the benefits to the Class Members,
15 the relative strengths and weaknesses of Plaintiff's case, the complexity,
16 expense and probable duration of further litigation, and the risk and delay
17 inherent in possible appeals.

18 8. EXCLUSIONS AND OBJECTIONS: [REDACTED] Exclusion Requests were
19 received. The persons requesting exclusion are named on Exhibit A to this
20 Order. The Court hereby excludes these individuals from the Class.

21 9. The Class Members were given an opportunity to object to the Settlement.
22 No Class Members filed objections. After consideration of each of the
23 Objections, the Court hereby overrules such Objections.

24 10. This Order is binding on all Class Members, except those individuals named
25 on Exhibit A, who validly and timely excluded themselves from the Class.

1 11. RELEASE OF CLAIMS AND DISMISSAL OF ACTION: The Class
2 Representative, Class Members, and their successors and assigns are
3 permanently barred and enjoined from instituting or prosecuting, either
4 individually or as a class, or in any other capacity, any of the Released
5 Claims against any of the Released Parties, as set forth in the Agreement.
6 Pursuant to the release contained in the Agreement, the Released Claims are
7 compromised, discharged, and dismissed with prejudice by virtue of these
8 proceedings and this Order.

9 12. The Action is hereby dismissed with prejudice in all respects.

10 13. This Order is not, and shall not be construed as, an admission by Defendant.

11 14. Without affecting the finality of this Final Judgment and Order of Dismissal
12 with Prejudice, the Court hereby retains continuing and exclusive jurisdiction
13 over the Parties and all matters relating to the Action and/or the Agreement,
14 including the administration, interpretation, construction, effectuation,
15 enforcement, and consummation of the Settlement and this Order.

16 **IT IS SO ORDERED.**

17
18 Date: _____, 2018 _____

19 SAN LUIS OBISPO SUPERIOR COURT JUDGE
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EXHIBIT 1(C)

In The Case Of

Kyle Hansen, Individually and on Behalf of All Others Similarly Situated,

v.

Tinder, Inc.; and, Does 1-20, Inclusive,

15CVP-0155

KAZEROUNI LAW GROUP, APC
1303 EAST GRAND AVENUE, SUITE 101
ARROYO GRANDE, CA 93420
(805) 335-8455

A California Superior Court authorized this Notice.

TO ALL TINDER USERS WHO SUBSCRIBED TO TINDER PLUS BETWEEN MARCH 2, 2015 AND JUNE 11, 2015:

YOU ARE A MEMBER OF A CLASS FOR PURPOSES OF A CLASS ACTION SETTLEMENT. THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

How Do I Know If I Am Affected By The Settlement?

For purposes of settlement only, the Court has certified a Class consisting of Tinder users who purchased a subscription to Tinder Plus during the period between March 2, 2015 and June 11, 2015. If you are a member of the Class, you will be bound by the settlement and judgment in this case, unless you request to be excluded.

What Is The Lawsuit About?

The plaintiff, Kyle Hansen (“Hansen”), claims that the defendant, Tinder, Inc. (“Tinder”), violated the California Dating Services Contract Act, Cal. Civ. Code § 1694, et seq., by not including certain language about contract cancellation in its contracts for subscriptions to Tinder Plus. Hansen filed the lawsuit on behalf of a class, seeking damages and restitution.

Tinder denies that there is any factual or legal basis for Hansen’s claims or that Hansen or any members of the Class have suffered injury or are entitled to monetary or other relief. Tinder also denies that this case can be certified as a class action, except for purposes of settlement.

The Court has not determined whether Hansen or Tinder is correct.

Why Is This Case Being Settled?

This case was filed in May 2015. Since then, Hansen and Tinder, through their counsel, have investigated each other’s claims and defenses. After attending a mediation before a former California Superior Court judge, the parties and their counsel determined that the settlement described below was preferable to incurring the risks and costs of further litigation. Hansen and his counsel are satisfied that the terms and conditions of the proposed settlement are fair, reasonable, adequate, equitable, and in the best interest of the Class Members.

What Can I Get In The Settlement?

Every Class Member who does not ask to be excluded will receive one of the following:

- (a) existing Tinder Plus subscribers will receive a one-time allotment of Super Likes at no cost;
- (b) former Tinder Plus subscribers will receive a one-month subscription to Tinder Plus at no cost.

Do I Need To Make A Claim?

No. Once the settlement is finally approved by the Court, Tinder will, as applicable, either contact you regarding activation of a one-month no-cost subscription to Tinder Plus, or automatically credit your account with an allotment of Super Likes.

What Do Hansen And His Lawyers Get?

To date, Hansen’s counsel have not been compensated for any work or out-of-pocket expenses on this case. As part of the settlement, Hansen’s counsel may apply to the Court for an award of up to \$65,000 in attorneys’ fees, costs and expenses, to be paid by Tinder. In addition, Hansen may apply to the Court for an award in the form of a one-year subscription to Tinder

Plus at no cost, as an incentive for having taken the time, effort and risk in pursuing the lawsuit and for executing a broader release of claims than other Class Members.

Hansen and his counsel will apply to the Court no later than [DATE] for an award of attorneys' fees, costs, expenses and a plaintiff incentive award. The Court will determine the amount of fees, costs, expenses, and incentive to award, up to the limits set forth above.

What Claims Are Released By The Settlement?

The settlement releases all claims by Class Members against Tinder and its affiliates that were or could have been asserted in the lawsuit regarding Tinder Plus cancellation disclosures and procedures. This release includes claims that may not yet be known or suspected.

How Do I Exclude Myself From The Settlement?

You can exclude yourself from the Class if you want to be able to sue Tinder separately for the claims released by the settlement. However, you will not receive any benefits offered in the settlement or be permitted to object to the settlement.

To exclude yourself, mail a letter that includes your name, address, telephone number and signature, stating that you want to be excluded from the settlement in *Hansen. v. Tinder, Inc.*, Case No. 15cvp-0155. The letter must be postmarked by **Month 00, 0000**, and mailed to counsel for Hansen and Tinder at the following addresses:

- Abbas Kazerouni, Kazerouni Law Group, APC, 245 Fischer Avenue, Suite D1, Costa Mesa, CA 92626
- Donald Brown, Manatt Phelps & Phillips, LLP, 11355 W. Olympic Blvd., Los Angeles, CA 90064.

How Do I Object To The Settlement?

If you are a Class Member and believe the settlement is unfair or inadequate, you may object to the settlement by filing a written Objection with the court. The Objection must include the case name and number, *Hansen v. Tinder, Inc.*, Case No. 15cvp-0155, along with your name, address, telephone number, signature, and an explanation of why you object to the settlement. The Objection must also list the case name and number for all cases in which you previously submitted an objection to a class action settlement, either for yourself or on behalf of someone else.

In addition to an Objection, you may ask for permission to speak at the fairness hearing by filing with the Court a "Notice of Intent to Appear in *Hansen, et al. v. Tinder, Inc.*, Case No. 15cvp-0155." The Notice of Intent to Appear must include your name, address, telephone number, and signature.

The deadline for filing the Objection and, if applicable, the Notice of Intent to Appear is **Month 00, 0000**. Furthermore, to be effective, the Objection and, if applicable, the Notice of Intent to Appear must also be mailed to counsel for Hansen and Tinder—at the addresses noted above—postmarked no later than **Month 00, 0000**.

When Will The Court Decide If The Settlement Is Approved?

The Court will hold a hearing on [hearing date] to consider whether to approve the settlement. The hearing will be held in [COURT ADDRESS]. The hearing is open to the public. However, only Class Members who have filed a Notice of Intent to Appear may address the Court.

How Do I Get More Information?

Documents connected with this case will be posted on the website of Hansen's counsel, www.kazlg.com. You can also obtain information by contacting Hansen's counsel at Kazerouni Law Group, APC, 245 Fischer Avenue, Suite D1, Costa Mesa, CA 92626 (800-400-6808).

Do not call or contact the Court concerning this notice, the settlement or the lawsuit.