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SEP 26 2018

SUPERIOR COURT
WEST DISTRICT
SANTA MONICA

FILED
Superior Court of California
County of Los Angeles

OCT 03 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By *[Signature]* Deputy
L. Pastel

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

PEOPLE OF THE STATE OF CALIFORNIA,

Plaintiff,

v.

SPARK NETWORKS USA, LLC,

Defendant.

Case No. **SC129911**

FINAL JUDGMENT AND INJUNCTION
PURSUANT TO STIPULATION

10/10/18
15:04:45

1 Plaintiff the People of the State Of California (“the People” or “Plaintiff”), appearing through
2 its attorneys, Lane Dilg, Santa Monica City Attorney by Adam Radinsky and Gary Rhoades, Deputy
3 City Attorneys; Jeffrey S. Rosell, Santa Cruz County District Attorney by Douglas B. Allen,
4 Assistant District Attorney; Jeffrey F. Rosen, Santa Clara County District Attorney by Jennifer
5 Deng, Deputy District Attorney; Jackie Lacey, Los Angeles County District Attorney by Hoon
6 Chun, Jessie McGrath and Duke Chau, Deputy District Attorneys; and Summer Stephan, San Diego
7 County District Attorney by Thomas Papageorge and Steve Spinella, Deputy District Attorneys and
8 having filed its complaint herein;
9

10 Defendant Spark Networks USA, LLC (“Defendant”), appearing through its attorneys
11 Manatt, Phelps & Phillips LLP, and having accepted service of the complaint;
12

13 Plaintiff and Defendant having negotiated and agreed to a settlement including stipulating to
14 the entry of this Final Judgment and Injunction Pursuant to Stipulation (“Judgment”) without trial or
15 adjudication of any issue of fact or law and without this Judgment constituting evidence or an
16 admission of liability, fault or wrongdoing by Defendant or by any entity, individual, or organization
17 involved in the settlement of this action; and
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19 The Court having considered the pleadings and good cause appearing,

20 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff have Judgment
21 against Defendant as follows:

22 JURISDICTION AND VENUE

23 1. This action is brought under the laws of the State of California. This Court has
24 jurisdiction of the subject matter and the parties. Venue is appropriate in this Court.

25 APPLICABILITY

26 2. The provisions of this Judgment and the Injunction below are applicable to Defendant
27 and any of its officers, employees, directors, agents, representatives, successors, and assigns acting
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1 within the course and scope of their agency or employment and in concert with Defendant. The
2 Judgment and the Injunction below apply to websites, apps, and other media owned or controlled by
3 Defendant, but do not apply to third parties which may sell Defendant's services, such as third party
4 App stores, and whose actions are beyond Defendant's control.

5 3. Nothing in the Complaint in this action, the accompanying Stipulation, this Judgment,
6 the negotiations leading up to these filings, or any action taken to carry them out, shall be construed
7 as an admission by Defendant or by any entity, individual, or organization involved in the settlement
8 of this action of any fact, liability, issue of law or violation of any statutory or regulatory laws.

9 DEFINITIONS

10 4. For purposes of this Judgment, the following definitions apply:

- 11 a. "AUTOMATIC RENEWAL" means a plan or arrangement in which a paid
12 subscription or purchasing agreement is automatically renewed at the end of a
13 definite term for a subsequent term.
- 14 b. "AUTOMATIC RENEWAL OFFER TERMS" include:
- 15 i. A statement that the subscription or purchasing agreement will continue
16 until the consumer cancels;
 - 17 ii. A description of the cancellation policy that applies to the offer;
 - 18 iii. The recurring charges that will be charged to the consumer as part of the
19 automatic renewal plan; that the amount of the charge may change (if
20 applicable); and the amount to which the charge will change (if known);
 - 21 iv. The length of the automatic renewal term or that the service is continuous,
22 unless the length of the term is chosen by the consumer; and
 - 23 v. The minimum purchase obligation, if any.
- 24 c. "CALIFORNIA CONSUMER" means a customer of Defendant who purchased a
25 membership or services through a website owned or controlled by the Defendant,
26 with a billing zip code in the State of California.

1 d. "CLEAR AND CONSPICUOUS" means in larger type than the surrounding text,
2 or in contrasting type, font, or color to the surrounding text of the same size, or set
3 off from the surrounding text of the same size by symbols or other marks, in a
4 manner that clearly calls attention to the language. In the case of an audio
5 disclosure, it means in a volume and cadence sufficient to be readily audible and
6 understandable.

7 e. "CONTINUOUS SERVICE" means a plan or arrangement in which a
8 subscription or purchasing agreement continues until the consumer cancels the
9 service.

10 CIVIL PENALTIES AND INVESTIGATIVE COSTS

11 5. Pursuant to Business and Professions Code sections 17206 and 17536, Defendant
12 shall pay to the People civil penalties in the total sum of \$500,000.00. Defendant shall pay the
13 People's investigative costs in the sum of \$75,000. The above amounts shall be paid collectively by
14 a single check for \$575,000.00 payable to the Santa Monica City Attorney's Office.

15 6. The civil penalties and investigative costs will be divided between the offices
16 representing the People in this case pursuant to their agreement and law. This check shall be
17 delivered within 60 days of Notice of Entry of Judgment to Adam Radinsky, Chief Deputy City
18 Attorney, Santa Monica City Attorney's Office, 1685 Main St., Room 310, Santa Monica, CA
19 90401.

20 7. The Parties shall bear their own attorneys' fees and costs, except as provided above.

21 RESTITUTION

22 8. Pursuant to Business and Professions Code sections 17203 and 17535, Defendant
23 shall pay restitution as follows.

24 Claims Administrator and Restitution Fund

25 9. The parties have agreed on, and the Court hereby appoints, Dahl Administration to
26 act as Claims Administrator for the customer restitution in this case. Within 15 days of the executed
27 Judgment being provided to the Claims Administrator, the Claims Administrator shall set up an

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1 appropriate trust account for this restitution program ("Restitution Fund") and notify the parties of
2 the Restitution Fund.

3 10. Within seven (7) days of receiving notice of the Restitution Fund, Defendant shall
4 deposit \$175,000.00 into the Restitution Fund.

5 11. The Restitution Fund shall be under the control of the Claims Administrator. Except
6 as otherwise provided in this Judgment, the money in the Restitution Fund shall be used only for
7 paying restitution to persons on the Final List of Payees.

8 12. Defendant shall pay all fees and costs of the Claims Administrator. Within five days
9 of being notified of the Entry of Judgment, Defendant shall deposit \$50,000.00 into a trust account
10 established by the Claims Administrator for the exclusive purpose of paying the Claims
11 Administrator's fees and costs. If that final amount is less than \$50,000.00, the amount remaining in
12 the trust account when the restitution process is complete will be returned to Defendant. If the fees
13 and costs exceed \$50,000.00, Defendant shall within ten (10) business days of such notice pay the
14 difference to the Claims Administrator.

15 Identification of Prospective Class

16 13. Defendant shall institute a restitution program to reimburse certain membership fees
17 paid by CALIFORNIA CONSUMERS between May 26, 2012 and October 10, 2017, provided that
18 any such CALIFORNIA CONSUMER (1) has not already obtained a refund for all money paid for
19 automatically renewed terms for such membership, and (2) meets one of the following two
20 requirements:

- 21 a. The CALIFORNIA CONSUMER was enrolled in an AUTOMATIC RENEWAL
22 or CONTINUOUS SERVICE plan with Defendant at some time between May 26,
23 2012 and October 10, 2017 and was charged for at least one automatically-
24 renewed cycle without his or her knowledge and consent; or
25 b. The CALIFORNIA CONSUMER previously requested cancellation of an
26 AUTOMATIC RENEWAL or CONTINUOUS SERVICE plan with Defendant,
27 or a refund under such plan, which request was either denied or delayed so that at
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1 least one additional automatically-renewed charge was made after the request for
2 cancellation was made.

3 14. The CALIFORNIA CONSUMERS who meet the criteria set forth above will be
4 referred to as "Eligible Recipients."

5 15. Following the Notice of Entry of this Judgment, Defendant shall use all reasonable
6 efforts to create a list of the most current, complete and accurate names and email addresses of all
7 CALIFORNIA CONSUMERS who began an AUTOMATIC RENEWAL or CONTINUOUS
8 SERVICE plan with Defendant any time between May 26, 2012 and October 10, 2017 whose
9 subscriptions renewed at least once, and who were not fully refunded by Defendant for such
10 subscription renewal(s). This group shall be referred to as the "Prospective Class." This list shall be
11 contained in a spreadsheet produced using Microsoft Excel or equivalent searchable software.

12 16. Defendant shall appoint at least one management-level employee to oversee the
13 process of identifying the Prospective Class. This employee shall prepare and sign a declaration of
14 compliance under penalty of perjury and based on personal knowledge, which declaration shall
15 remain non-public and confidential except that it may be shared with the Claims Administrator, the
16 People, and the Court. The declaration and list of Prospective Class names shall not be filed except
17 in the event of a dispute that requires intervention of the Court, in which case the declaration and list
18 of Prospective Class members shall be filed under seal. The declaration of compliance shall describe
19 the steps taken to identify all Prospective Class members, and the electronic or other records that
20 were searched or queried, the manner in which they were searched, and the individuals involved in
21 this process. The declaration shall also attest that the Prospective Class list is accurate and complete
22 to the best of the declarant's knowledge and belief.

23 17. No later than 45 days after receiving notice of the Court's Entry of Judgment,
24 Defendant shall transmit the declaration of compliance and the list of Prospective Class members to
25 both the People and the Claims Administrator.

26 18. If the People determine that the procedures used by Defendant to identify Prospective
27 Class members were deficient, or that the list is otherwise materially insufficient, they shall promptly
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1 notify Defendant of the reasons for such conclusion. The parties shall then meet and confer and work
2 together in a timely and good faith manner to resolve those concerns. As part of that process, the
3 People may obtain copies of the information on which Defendant relied in ascertaining the list of
4 Prospective Class members.

5 a. Following that process, if the People are satisfied that any insufficiency or
6 deficiency in the list of Prospective Class members can be corrected, Defendant
7 shall have 45 days from the People and Defendant reach an agreement as to how
8 any deficiency can be corrected- to implement the necessary changes and submit a
9 revised list of Prospective Class members.

10 b. If the People are not satisfied that any insufficiency or deficiency has been or can
11 be corrected, or in the event of any other unresolved dispute regarding the review
12 of Prospective Class members, then the parties shall meet and confer to attempt to
13 resolve any dispute. If the meet and confer process does not produce agreement,
14 then either party may seek further direction from the Court.

15 Consumer Notice

16 19. Within 45 days after receiving the declaration of compliance and list of Prospective
17 Class members, with such additional time as may be necessary to resolve any deficiencies in the list,
18 the Claims Administrator shall prepare a list of Prospective Class members. The Claims
19 Administrator shall then promptly send an email notice to each Prospective Class member in the
20 form and manner set forth in Exhibit A. The Claims Administrator will take all reasonable steps to
21 ensure that emails are not diverted to the recipients' "junk" or "spam" email folder.

22 If an email is returned as undeliverable, the Claims Administrator will promptly resend email
23 notice to that email address. If the email is returned as undeliverable a second time, the Claims
24 Administrator will perform a reverse look-up in an attempt to obtain an alternative email address for
25 the Prospective Class Member. If an alternative email address for the Prospective Class Member is
26 obtained, the Claims Administrator will promptly send an email notice to the alternative email
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1 address. The second email, if applicable, constitutes a final notice of the terms of this Stipulated
2 Final Judgment.

3 Claim Forms

4 20. In all of its notices, the Claims Administrator shall include an internet address or link
5 to a website maintained by the Claims Administrator devoted exclusively to informing consumers
6 about this case, including information about this Judgment and the underlying action, and a
7 restitution claim form (the "Claim Form") which Prospective Class members can use to claim
8 restitution. The Claim Form shall be capable of completion and submission online and also of being
9 downloaded, completed by hand and sent by hard copy to the Claims Administrator at a designated
10 mailing address. The Claims Administrator shall in its notices to Prospective Class members indicate
11 that they have 30 days to submit the Claim Form.

12 21. The Claim Form shall require the following from Prospective Class members:

- 13 a. Name;
- 14 b. Telephone number;
- 15 c. Email address;
- 16 d. Mailing address where restitution check or restitution credit notification should be
17 sent;
- 18 e. A declaration under penalty of perjury that the Prospective Class member (1) has
19 not already obtained a refund for all money paid for automatically renewed terms
20 for his or her membership with the Defendant, and (2) was enrolled in an
21 AUTOMATIC RENEWAL or CONTINUOUS SERVICE plan between May 26,
22 2012 and October 10, 2017 and either (A) was charged for at least one
23 automatically-renewed cycle without his or her knowledge and consent or (B)
24 previously requested cancellation of an AUTOMATIC RENEWAL or
25 CONTINUOUS SERVICE plan with Defendant, or a refund under such plan,
26 which request was either denied or delayed so that at least one additional
27 automatically-renewed charge was made after the request for cancellation.

1 22. If the Claims Administrator receives a claim form from a consumer that is missing
2 required information or otherwise deemed to be invalid, it shall immediately inform the Prospective
3 Class member of the error or deficiency. The latter shall have 30 days to correct the error or
4 deficiency.

5 23. Failure to complete and submit a timely restitution claim form, or correct any
6 deficiencies within the time period specified in Paragraph 23, will bar the recipient from recovery of
7 restitution under this Judgment.

8 Final List Of Payees

9 24. On or about 60 days following issuance of the initial email notice described above,
10 plus any additional time reasonably required by the Claims Administrator (not to exceed 30 days),
11 the Claims Administrator shall prepare a preliminary list of all timely restitution claims that were
12 properly completed and received (the "Preliminary List of Payees" or "Preliminary List"). The
13 Claims Administrator shall promptly send a copy of the Preliminary List to both Parties.

14 25. Defendant may cross-check the Preliminary List against its records to determine if
15 any individuals on the Preliminary List either (1) were not paying customers during the period in
16 question, or (2) received a full refund from Defendant for all automatically renewed terms from
17 Defendant during the claim period. Any individual who received a full refund of all automatically
18 renewed membership fees during the claim period will no longer be considered an Eligible
19 Recipient. If Defendant so elects, within 30 days of the date they receive the Preliminary List,
20 Defendant shall provide the People with a list of individuals who they believe received a refund
21 during the claim period, along with written proof thereof. The People then shall have 30 days to
22 request further information from Defendant and lodge any objections. If the parties are unable to
23 resolve any such objections, either may apply to the Court for relief on an ex parte basis, with notice
24 to the other party. In the event the People do not lodge any objections (or once any objections are
25 resolved), the Claims Administrator will remove all newly disqualified individuals from the
26 Preliminary List, which shall thereafter become the "Final List of Payees."

1 26. If the initial deposit to the Restitution Fund is insufficient to satisfy the restitution
2 obligations to the Final List of Payees, then within ten (10) business days after Defendant's receipt
3 from the Claims Administrator of written notice of insufficiency, Defendant shall deposit into the
4 Restitution Fund so much as is necessary to cover the restitution demands of the Final List of Payees
5 but in no event shall Defendant be obligated to pay more than a total of \$985,000.00 in restitution
6 payments. If total approved restitution claims exceed \$985,000.00, then all claims shall be reduced
7 pro rata such that the total amount to be paid does not exceed \$985,000.00, except that payments to
8 the Claims Administrator in excess of \$50,000.00 shall be credited to and offset against the \$985,000
9 maximum restitution amount. If any funds from the initial deposit remain after restitution payments
10 to the Final List of Payees are completed, the remainder shall be returned to Defendant.

11 Payment Of Restitution

12 27. The restitution payments shall be made as follows:

- 13 a. Each Eligible Recipient in the Final List of Payees shall receive a restitution
14 check for \$25.00.
- 15 b. If the amount needed to pay all valid claims exceeds the initial deposit amount in
16 the Restitution Fund, Defendant shall deliver the additional funds to the Claims
17 Administrator within ten (10) business days of receiving such notice.
- 18 c. The total restitution paid shall not exceed \$985,000.00, less any amount of Claims
19 Administrator's fees in excess of \$50,000 credited against the restitution amount
20 as set forth in paragraph 27, above. If the amount of total valid claims by Eligible
21 Recipients exceeds that amount, the per-person amount shall be reduced pro rata
22 so that the total restitution is shared equally by the Final List of Payees.

23 28. The Claims Administrator shall include with each restitution check a letter explaining
24 that the check is in connection with this Stipulated Final Judgment and advising the recipient that the
25 check will expire within ninety days of issuance.

26 29. If any restitution checks are returned as undeliverable, the Claims Administrator will
27 within seven (7) days of receipt conduct address searches using available credit bureau information
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1 and thereafter re-send the restitution checks to all Eligible Recipients for whom updated address
2 information can be found. Restitution checks that are returned with forwarding address information
3 included shall promptly be delivered to the forwarding address in question.

4 30. Within 120 days of the mailing of the last restitution check, the Claims Administrator
5 shall determine the total amount of all uncashed or returned checks and then issue and send one
6 check including that amount, plus any remaining funds in the Restitution Fund, to the Defendant.

7 Claims Administrator Report

8 31. Within 120 days following the last restitution check being mailed, the Claims
9 Administrator shall deliver to the parties a confidential written report of the restitution program,
10 including the following:

- 11 a. A list of all Eligible Recipients to whom a notice was sent, including the type
12 (email or postcard) of notice that was sent;
- 13 b. A list of all Eligible Recipients who timely submitted a valid claim form;
- 14 c. A list of all Eligible Recipients whose claim was rejected for error or deficiency
15 and not thereafter corrected;
- 16 d. The total amount of restitution paid out of the Restitution Fund; and
- 17 e. The balance (if any) remaining in the Restitution Fund.

18 Such report shall be treated as confidential and may not be disclosed to any third parties without
19 approval of this Court.

20 INJUNCTION

21 32. Pursuant to Business and Professions Code sections 17203 and 17535, Defendant, along with the
22 persons and entities described in paragraph 2 to whom this Injunction applies, is permanently
23 enjoined and restrained from engaging in any of the following acts or practices in the state of
24 California:

25 General

- 26 a. Making any material false or misleading representations on its websites,
27 advertising, emails, or any other form of marketing controlled by Defendant to

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a CALIFORNIA CONSUMER, related to an AUTOMATIC RENEWAL or CONTINUOUS SERVICE offer or the total number of active members.

Automatic Renewal: Disclosure

b. Making an AUTOMATIC RENEWAL or CONTINUOUS SERVICE offer to a CALIFORNIA CONSUMER without presenting the offer terms in a CLEAR AND CONSPICUOUS manner before the CALIFORNIA CONSUMER's payment information is obtained and in visual proximity (or in the case of an offer conveyed by voice, in temporal proximity) to the request for consent to the offer. These terms shall include the AUTOMATIC RENEWAL OFFER TERMS.

Automatic Renewal: Affirmative Consent

c. Charging a CALIFORNIA CONSUMER's credit or debit card or account with a third party for an AUTOMATIC RENEWAL or CONTINUOUS SERVICE without first obtaining the CALIFORNIA CONSUMER's affirmative consent to the AUTOMATIC RENEWAL OFFER TERMS. For online and written orders this consent shall include the following:

- 1) The consent is obtained by an overt act by the CALIFORNIA CONSUMER through a check-box, signature, or other substantially similar mechanism that CALIFORNIA CONSUMERS must affirmatively select to accept the AUTOMATIC RENEWAL or CONTINUOUS SERVICE, and no other portion of the offer.
- 2) Immediately adjacent to the consent mechanism referred to in subparagraph (c)(1), the AUTOMATIC RENEWAL OFFER TERMS shall be disclosed. This disclosure shall contain no additional information and shall be CLEAR AND CONSPICUOUS.

Automatic Renewal: Acknowledgement

d. With any AUTOMATIC RENEWAL or CONTINUOUS SERVICE offer to a

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1 CALIFORNIA CONSUMER, failing to provide an emailed confirmation of
2 the transaction immediately after the contract is made. The subject line of the
3 email must clearly identify it as a confirmation of the transaction; and the
4 email must CLEARLY AND CONSPICUOUSLY disclose the AUTOMATIC
5 RENEWAL OFFER TERMS.

6 Automatic Renewal: Cancellation

7 e. Failing to provide a simple mechanism for a CALIFORNIA CONSUMER to
8 avoid being charged, or charged an increased amount, for the service; and to
9 immediately stop any recurring charges. Such mechanism must not be
10 difficult, costly, confusing, or time consuming, and it must be at least as
11 simple as the mechanism the CALIFORNIA CONSUMER used to initiate the
12 charge(s).

13 i. For CALIFORNIA CONSUMERS who entered into the agreement
14 over the Internet or other web-based applications or services,
15 Defendant must provide a mechanism, accessible through that
16 same medium, through which the CALIFORNIA CONSUMER
17 can easily cancel the service, seek a refund for past charges, or
18 immediately stop all further charges.

19 ii. For CALIFORNIA CONSUMERS who entered into the agreement
20 orally, Defendant must maintain a telephone number and a postal
21 address through which CALIFORNIA CONSUMER can easily
22 cancel, seek a refund for past charges, or immediately stop all
23 further charges. Spark must assure that all calls to this telephone
24 number shall be answered during normal business hours, without
25 unreasonable hold times; and that mail to the postal address is
26 retrieved regularly.

27 f. All cancellations must be effective upon request by the CALIFORNIA
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CONSUMER.

Other Terms

g. Failing to provide a copy of the contract to a CALIFORNIA CONSUMER at the time he or she signs up or pays for the service, except that a copy shall not be required where (1) the contract is available through a direct link that is provided in a CLEAR AND CONSPICUOUS manner on the web page where the CALIFORNIA CONSUMER provides consent to the agreement and (2) upon request by the CALIFORNIA CONSUMER, Defendant provides a PDF format or other retainable digital copy of the contract.

h. For written registrations, failing to include the following notice on the contract's face and in close proximity to the space reserved for the CALIFORNIA CONSUMER's signature in a conspicuous statement of at least 10-point boldface type:

“You, the buyer, may cancel this agreement, without any penalty or obligation, at any time prior to midnight of the original contract seller's third business day following the date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are canceling this agreement, or words of similar effect.”

i. For online registrations, failing to include the following notice in a CLEAR AND CONSPICUOUS manner in a stand-alone first paragraph of the contract:

“For California Residents: You, the buyer, may cancel this agreement, without any penalty or obligation, at any time prior to midnight of the original contract seller's third business day following the date of this contract, excluding Sundays and

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1 holidays. To cancel this agreement, email or use the website and
2 state that you, the buyer, are canceling this agreement, or words of
3 similar effect.”

4 j. The above cancellation language may be available through a hyperlink,
5 provided that the hyperlink itself is CLEAR AND CONSPICUOUS in both its
6 placement and its text.

7 k. All notices under the preceding sub-paragraphs shall include the name,
8 address, email address, or website to which such cancellations must be sent.

9 33. Defendant shall have 60 days after Notice of Entry of Judgment to comply with the
10 terms of this Injunction. At any time after five (5) years past the date this Judgment is entered,
11 Defendant may move the Court to dissolve the Injunction. Defendant shall provide notice of any
12 intent to dissolve the Injunction in accordance with Paragraph 40 below. The People agree not
13 oppose Defendant’s attempt to dissolve this Injunction if Defendant has complied with the terms
14 thereof for five years after Entry of Judgment.

15 34. If, at any time subsequent to the effective date of this Judgment, legislation is adopted
16 that addresses any part of the injunctive provisions of this Judgment, Defendant shall be entitled to
17 request that the Court modify the injunctive provisions of this Judgment for good cause shown.

18 COMPLIANCE

19 35. For the purpose of securing compliance with the terms of this Judgment, Defendant
20 shall, within 30 days after entry of Judgment, provide each of its then-current officers, directors, and
21 executive committee members with a copy of this Judgment.

22 36. Defendant shall keep custody of all documentation of its compliance with the notice
23 requirements of this Judgment for a period of three (3) years following Defendant’s receiving notice
24 of Entry of Judgment. Defendant shall provide such items to the People’s counsel upon reasonable
25 notice.

26 OTHER PROVISIONS

27 37. The Parties waive the right to appeal this Judgment as to form or content.

1 38. If an ambiguity arises regarding any provision of this Judgment that requires
2 interpretation, there is no presumption that documents should be interpreted against any party. The
3 presumption in Civil Code section 1654 is not applicable.

4 39. The Court finds that the injunctive provisions and monetary relief included in this
5 Judgment are a fair, reasonable, and appropriate final resolution of this matter.

6 40. Notices under this Judgment shall be served as follows:

7 To the People or People's counsel:
8 Adam Radinsky, Chief Deputy City Attorney
9 City Attorney's Office
10 1685 Main Street, Room 310
11 Santa Monica, CA 90401

12 To Defendant or Defendant's counsel:

13 Spark Networks USA, LLC
14 11150 Santa Monica Boulevard
15 Los Angeles State CA 90025
16 legal@spark.net

17 With a copy to Defense Counsel:

18 Matt Kanny
19 Manatt, Phelps & Phillips LLP
20 11355 W. Olympic Blvd.
21 Los Angeles, CA 90064

22 41. Nothing in this Judgment shall be construed as relieving Defendant of its obligations
23 to comply, or as prohibiting Defendant from complying, with all applicable local, state and federal
24 laws, regulations or rules; nor shall any of the provisions of this Judgment be deemed permission to
25 engage in any acts or practices prohibited by such laws, regulations or rules.

26 42. The Court finds that the injunctive provisions, civil penalties and costs imposed in
27 this Stipulated Final Judgment constitute a fair, reasonable, appropriate and final resolution of this
28 matter for res judicata purposes between Defendant and the People with regard to the violations of
law alleged in the People's Complaint, and to claims that could have been alleged within the scope
of the Complaint, up to and including the date this Stipulated Final Judgment is submitted to the

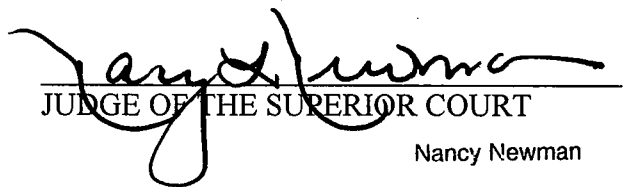
1 Court. The Court further finds that the restitution that is to be paid to CALIFORNIA CONSUMERS
2 and the protocol adopted for its payment is fair, reasonable, and appropriate. Based on the stipulation
3 of the parties, the Court further finds that Defendant (through its counsel) cooperated fully in this
4 investigation.

5 43. Pursuant to Business and Professions Code section 17203 and the Court's inherent
6 authority, the Court shall retain jurisdiction for the purpose of enforcing this Judgment and enabling
7 any party to this Judgment to apply to the Court for such further orders and directions as necessary
8 and appropriate to construe, carry out, enforce, interpret, or modify this Judgment, or to redress
9 violations of this Judgment.

10 44. This Judgment shall be binding immediately upon its signing by the Court and its
11 filing, without a Notice of Entry of Final Judgment.

12 45. The parties agree that the clerk may enter this Judgment immediately.

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15 Dated: 10/3/2018



JUDGE OF THE SUPERIOR COURT
Nancy Newman

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EXHIBIT A

(Form of Email notice)

Subject: Notice of Settlement re Automatic Renewal of *[insert Name of website, e.g., Jdate]* Subscriptions

People of the State of California v. Spark Networks USA, LLC, L.A.S.C. Case No. [insert Case No.]

Notice of Settlement

A Legal Settlement has been reached in the above Consumer Protection lawsuit. The Settlement requires Spark Networks, the parent company of *[insert Name of website]*, to change how it advertises automatically-renewing subscriptions on its dating websites. The Settlement also provides money to eligible customers.

Are you included in the Settlement?

You may be included in the Settlement if all of these are true:

- (1) You were enrolled in a paid subscription with *[insert Name of website]* at any time between May 26, 2012 and October 10, 2017;
- (2) You were charged for at least one automatically-renewed cycle, either (a) without your knowledge or consent or (b) after you requested cancellation or a refund; and
- (3) You never got a refund for the above charge(s).

What can you get from the Settlement?

Each eligible customer will receive \$25.00.

How to sign up?

If you want to be included in the Settlement, you must submit a claim by _____, 2018. To do so, go to *[insert Admin website URL]*.

For more information?

This notice is only a summary. For more details, go to *[insert Admin website URL]* or call *[Admin phone number]*.