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14 and People Media, Inc.

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17

18 **IN RE GOOGLE PLAY STORE**
19 **ANTITRUST LITIGATION**

Case No. 3:21-md-02981-JD

**MATCH PLAINTIFFS' MOTION TO
DISMISS GOOGLE DEFENDANTS'
COUNTERCLAIMS**

20 THIS DOCUMENT RELATES TO:

21 *Match Group, LLC, et al. v. Google LLC,*
22 *et al., Case No. 3:22-cv-02746-JD*
23
24

Date: September 8, 2022
Time: 10:00 a.m.
Judge: Hon. James Donato
Courtroom: 11, 19th Floor, 450 Golden Gate
Ave, San Francisco, CA 94104

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2 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

3 **PLEASE TAKE NOTICE** that on September 8, 2022, at 10:00 a.m., in Courtroom 11 of
4 the above-entitled Court, located on the 19th floor of 450 Golden Gate Avenue, San Francisco,
5 California 94102, before the Honorable James Donato, Plaintiffs and Counterclaim-Defendants
6 Match Group, LLC; Humor Rainbow, Inc.; PlentyofFish Media ULC; and People Media, Inc.
7 (collectively, Match Plaintiffs)¹ will and hereby do move to dismiss Google's counterclaims. *See*
8 Dkt. 283.

9 The grounds for Match Plaintiffs' motion are set forth more fully in the attached
10 memorandum. But in brief, (1) Google's breach of contract claim fails because in each of the four
11 relevant time periods, Match Plaintiffs were not in breach or Google otherwise waived performance;
12 (2) Google's false promise and breach of the implied covenant claims rest on purported "promises"
13 that promised nothing, and Google fails to plead any other purported false statements with
14 specificity; and (3) Google's quasi-contract claim fails because California law prohibits such claims
15 when the parties' relationship is governed by an express contract.

16 This Motion is based on this Notice of Motion, Memorandum of Points and Authorities, the
17 Declaration of William Larsen, the accompanying Request for Judicial Notice, all pleadings and
18 papers filed in this action, and such other matters as may be presented to the Court at the time of or
19 before the hearing.

20 Dated: August 1, 2022

HUESTON HENNIGAN LLP

21
22
23 By: /s/ Douglas J. Dixon

24 Douglas J. Dixon

25 *Attorneys for Plaintiffs Match Group, LLC;*
26 *Humor Rainbow, Inc.; PlentyofFish Media ULC;*
and People Media, Inc.

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28 ¹ For the purposes of this case, the term "Match Plaintiffs" includes only the operating entities
named as Plaintiffs, which are part of the Match Group, Inc. portfolio of companies.

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14	Match Plaintiffs a further extension.....	8
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