

1 Brian C. Rocca, Bar No. 221576  
 brian.rocca@morganlewis.com  
 2 Sujal J. Shah, Bar No. 215230  
 sujal.shah@morganlewis.com  
 3 Michelle Park Chiu, Bar No. 248421  
 michelle.chiu@morganlewis.com  
 4 Geoffrey T. Holtz, Bar No. 191370  
 geoffrey.holtz@morganlewis.com  
 5 Minna Lo Naranjo, Bar No. 259005  
 minna.naranjo@morganlewis.com  
 6 Rishi P. Satia, Bar No. 301958  
 rishi.satia@morganlewis.com  
 7 **MORGAN, LEWIS & BOCKIUS LLP**  
 One Market, Spear Street Tower  
 8 San Francisco, CA 94105-1596  
 Telephone: (415) 442-1000  
 9 Facsimile: (415) 442-1001

10 Ian Simmons, pro hac vice  
 isimmons@omm.com  
 11 Benjamin G. Bradshaw, S.B. #189925  
 bbradshaw@omm.com  
 12 **O'MELVENY & MYERS LLP**  
 1625 Eye Street, NW  
 13 Washington, DC 20006  
 Telephone: (202) 383-5300

14 Daniel M. Petrocelli, S.B. #97802  
 dpetrocelli@omm.com  
 15 Stephen J. McIntyre, S.B. #274481  
 smcintyre@omm.com  
 16 **O'MELVENY & MYERS LLP**  
 17 1999 Avenue of the Stars  
 Los Angeles, California 90067  
 18 Telephone: (310) 553-6700

19 *Attorneys for Defendants*  
 Google LLC, Google Ireland Ltd., Google  
 20 Commerce Ltd., Google Asia Pacific Pte. Ltd., and  
 Google Payment Corp.  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28

John C. Hueston, Bar No. 164921  
 jhueston@hueston.com  
 Douglas J. Dixon, Bar No. 275389  
 ddixon@hueston.com  
**HUESTON HENNIGAN LLP**  
 620 Newport Center Drive, Suite 1300  
 Newport Beach, CA 92660  
 Telephone: (949) 229-8640

Joseph A. Reiter, Bar No. 294976  
 jreiter@hueston.com  
 Michael K. Acquah, Bar No. 313955  
 macquah@hueston.com  
 William M. Larsen, Bar No. 314091  
 wlarsen@hueston.com  
 Julia L. Haines, Bar No. 321607  
 jhaines@hueston.com  
**HUESTON HENNIGAN LLP**  
 523 West 6th Street, Suite 400  
 Los Angeles, CA 90014  
 Telephone: (213) 788-4340

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

MATCH GROUP, LLC, a Delaware corporation; HUMOR RAINBOW, INC., a New York corporation; PLENTYOFFISH MEDIA ULC, a Canadian corporation; and PEOPLE MEDIA, INC., a Delaware corporation,

*Plaintiffs,*

v.

GOOGLE LLC; GOOGLE IRELAND LIMITED; GOOGLE COMMERCE LIMITED; GOOGLE ASIA PACIFIC PTE. LIMITED; and GOOGLE PAYMENT CORP.,

*Defendants.*

Case No. 3:22-cv-02746-JD

**STIPULATION AND [PROPOSED]  
ORDER ON MATCH'S MOTION FOR  
TEMPORARY RESTRAINING  
ORDER**

Judge: Hon. James Donato

1 Plaintiffs Match Group, LLC; Humor Rainbow, Inc.; Plentyoffish Media ULC; and People  
2 Media, Inc. (“Match”) and Defendants Google LLC; Google Ireland Limited; Google Commerce  
3 Limited; Google Asia Pacific Pte. Ltd.; and Google Payment Corp. (“Google,” and together with  
4 Match, the “Stipulating Parties”), through their respective attorneys of record and without waiving  
5 any arguments, rights, claims, or defenses except as expressly provided below, hereby stipulate to  
6 the following:

7 On May 9, 2022, Match filed a Complaint against Google (ECF No. 1), and on May 10,  
8 2022, Match filed a Motion For Temporary Restraining Order (ECF No. 12).

9 Consistent with the Court’s guidance at the May 12, 2022, status conference, the Stipulating  
10 Parties have met and conferred on the issues presented by the Motion For Temporary Restraining  
11 Order (ECF No. 19).

12 NOW, THEREFORE, in order to avoid proceeding with the Motion For Temporary  
13 Restraining Order, the Stipulating Parties agree as follows (the “Agreement”):

14 1. Google agrees that, so long as this Agreement remains in effect and effective  
15 immediately, it will not remove, de-list, refuse to list, or otherwise make unavailable Match apps  
16 that were available in Google Play as of May 9, 2022 (*see* Exhibit A),<sup>1</sup> including, but not limited  
17 to, rejecting, unreasonably delaying, or refusing to distribute updates of such apps, from the Google  
18 Play Store on the basis that (i) the Match apps or updates offer in-app purchases of digital good or  
19 services through means other than Google Play’s billing system or (ii) Match is not paying fees to  
20 Google on in-app purchases made through means other than Google Play’s billing system. For the  
21 avoidance of doubt, Google reserves the right to enforce all other provisions of the Google Play  
22 Developer Distribution Agreement (DDA) and Google Play Developer Program Policies, and  
23 Match reserves all rights and defenses against such provisions and enforcement of the same.

24 2. Match shall:

25 a) pay into a mutually acceptable escrow account up to forty million US dollars  
26 (\$40,000,000.00) according to a funding schedule and agreement to be

27 \_\_\_\_\_  
28 <sup>1</sup> If Match seeks to modify Exhibit A, it shall provide reasonable notice to Google, and the Stipulating Parties agree to meet and confer in good faith to address the request.

- 1 negotiated between Match and Google over the next 14 days;
- 2 b) beginning July 1, 2022, and on a monthly basis thereafter until this
- 3 Agreement is terminated, provide Google with a monthly accounting of all
- 4 in-app digital goods and services<sup>2</sup> purchased in the prior month using
- 5 Match’s alternative billing system on Match apps installed through Google
- 6 Play sufficient to permit Google to verify the fees Google claims it would
- 7 have charged on transactions through Google Play’s billing system in a
- 8 format to be mutually agreed to by the Stipulating Parties for purchases
- 9 starting April 1, 2022; and
- 10 c) maintain Google Play’s billing system as an option on all Match apps on
- 11 which it was available as of May 9, 2022, subject to the same service fees
- 12 applicable as of that date unless Google reduces those fees.

13 3. Match agrees to work in good faith on further enabling Google’s Play’s billing

14 system as an option for users of its apps so long as Google agrees to work in good faith to continue

15 to develop additional billing system features that are important to Match.

16 4. Match reserves and does not waive any claims or requests for relief asserted in its

17 Complaint, including, but not limited to, its entitlement to the funds it places in escrow (as referred

18 to in 2(a) above) or any defenses it may have to any claims or remedies Google could or may assert,

19 including, but not limited to, those contemplated in Paragraph 5.

20 5. Google reserves and does not waive any defenses, rights or claims for relief in

21 response to the Complaint. Google also reserves and does not waive any of the terms of the DDA

22 or any rights under or related to that agreement. Google expressly reserves the right to pursue any

23 claims and remedies available under law or equity, including, but not limited to, for breaches of the

24 DDA and to establish its entitlement to damages including, but not limited to, funds placed by

25 Match in escrow (as referenced in 2(a) above).

26 \_\_\_\_\_

27 <sup>2</sup> As asserted in its Complaint (ECF No. 1), Match disputes that its in-app purchases are “digital

28 goods and services” as defined in the DDA. Notwithstanding and without waiving that argument, Match agrees that the accounting required under 2(b) will reflect purchases consistent with Google’s interpretation of that phrase.

1           6.       If, in any final judgment, Google’s recovery on its claims or remedies, if any,  
2 exceeds Match’s recovery on its claims or remedies, if any, and such difference is equal to or greater  
3 than the amount placed in escrow by Match, then Match shall consent to the release of the funds in  
4 escrow to Google and, if applicable, pay Google the difference between the funds in escrow and  
5 the amount awarded to Google in the final judgment pursuant to the Federal Rules of Civil  
6 Procedure and any Court orders related thereto. If, in any final judgment, Google’s recovery on its  
7 claims or remedies, if any, exceeds Match’s recovery on its claims or remedies, if any, and such  
8 difference is less than the amount placed in escrow, then Match shall consent to release to Google  
9 the amount awarded to Google in the final judgment pursuant to the Federal Rules of Civil  
10 Procedure and any Court orders related thereto, and the remaining funds in the escrow account shall  
11 be returned to Match. If, in any final judgment, Match prevails and Google has no recovery on its  
12 claims or remedies or Google’s recovery on its claims or remedies, if any, is less than Match’s  
13 recovery on its claims or remedies, then Google shall consent to the release of all funds in the  
14 escrow account to Match.

15           7.       This Agreement terminates on the earlier of:

- 16                   a)       The date of a final judgment or other disposition of this action (Case No.  
17                               3:22-cv-02746) at the trial court level.
- 18                   b)       Sixty days after Google or Match notifies the other party that it is terminating  
19                               this Agreement.

20           8.       Pursuant to this stipulation, the Stipulating Parties agree that the Motion for  
21 Temporary Restraining Order shall be deemed provisionally denied as moot without prejudice in  
22 light of the Agreement set forth herein. Match reserves and does not waive the right to pursue the  
23 relief sought in the Motion for Temporary Restraining Order in the event the Agreement is breached  
24 by Google or terminated for any reason, and Google reserves any defenses thereto.

25           9.       The Stipulating Parties reserve all other claims, rights and defenses.  
26  
27  
28

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.