

Marissa Pittman

DC-18-04140
CAUSE NO.: _____

BUMBLE TRADING, INC. and BUMBLE
HOLDING, LTD.

Plaintiff,

v.

MATCH GROUP, LLC.

Defendant.

§ IN THE DISTRICT COURT OF
§
§
§
§
§ DALLAS COUNTY, TEXAS
§
§
§
§ 160TH
§ ____ JUDICIAL DISTRICT
§

PLAINTIFFS’ ORIGINAL PETITION AND REQUEST FOR DISCLOSURE

Bumble Trading, Inc. and Bumble Holding, Ltd. (collectively referred to herein as “Bumble” or “Plaintiffs”) file this Original Petition against Defendant Match Group, LLC, (“Match”) and allege as follows:

DISCOVERY

Plaintiffs intend to conduct discovery under a Level 2 discovery control plan pursuant to Texas Rule of Civil Procedure 190.3.

NATURE OF THE ACTION

1. Bumble is a fast growing social networking platform that has revolutionized the way we form relationships. Bumble’s success stems from its creation of a safe platform for people to connect in dating, friendship, and networking. Bumble empowers, and in fact requires, women to initiate the conversation. Unsurprisingly, Tinder has lost significant ground and market share to Bumble, a fact that Tinder’s owner, Match, is keenly aware of. This is why Tinder recently announced that it intends to copy Bumble’s core women-make-the-first-move

feature and why it launched Tinder Gold (a copy of Bumble Boost). Tinder's revenue has increased by around 20% since launching Tinder Gold as a result of copying Bumble Boost.

2. This suit was triggered by the tortious actions of Match Group, LLC, who owns the Tinder platform. After Bumble's parent company rejected repeated lowball offers by Match to invest in the Bumble platform, Match embarked upon a tortious and fraudulent campaign against Bumble. Match asked for, and received subject to a confidentiality obligation, Bumble's most deeply confidential and sensitive business strategy plans and performance metrics using the false assurances that it needed them so that it could increase its prior offer to invest in Bumble. Mere days after Match received the documents, rather than making the revised offer, Match abruptly, and without warning, broke off negotiations when it filed a frivolous intellectual property infringement suit against Bumble. Contrary to Match's public pronouncements, its lawsuit against Bumble was not actually intended to uphold its employees' work (if that was true, Match would have filed its suit years earlier) or to protect its legitimate right to compete (if that was true, Match would have notified Bumble of its claims before filing suit to seek a resolution).

3. Match has behaved in an underhanded and devious way that transcends sharp negotiation practices and rises to the level of an actionable tort. Unwilling to pay fair value for Bumble, Match tried to poison Bumble in the investment market by filing bogus intellectual property claims to wrongfully disparage the Bumble platform. Knowing its lawsuit would immediately kill its negotiations with Bumble, Match deviously asked for, and received, Bumble's most sensitive competitive information—*without disclosing that it was already planning to sue Bumble*. Then, to head off the adverse publicity that its scare tactics would undoubtedly spawn, Match made a series of false statements assuring the public that its intent in

filing the lawsuit was completely above board and an honorable attempt to protect its intellectual property rights.

4. One example of the frivolous claims in Match's lawsuit are its trademark infringement claims based on "swipe left" and "swipe right." Match asserts in its complaint that "Match is currently seeking federal registration for 'swipe left' and 'swipe right.'" This is misleading (at best), and the truth is the U.S. Trademark Office's Trademark Status & Document Retrieval system shows that Match's trademark applications for "swipe left" and "swipe right" are suspended or rejected. Another example is Match's claims for design patent infringement related to specific, narrow swiping animations. Match's asserted design patent requires a photo to rotate clockwise when swiped left and counter-clockwise when rotated right. But, Bumble's swipe animations work exactly the opposite way, as is clear from the screen shots included in Match's complaint, and are not covered by the '314 patent. Yet another example is Match's assertion of its utility patent no. 9,733,811, which relates to the obvious and well-known idea of profile matching of users using swiping gestures to indicate positive or negative preferences. This patent is facially invalid, as recent changes in U.S. patent law have rendered abstract ideas like those in the '811 patent ineligible for patent protection. *Alice Corp. Pty. Ltd. v. CLS Bank Int'l*, 134 S. Ct. 2347 (2014).

5. As a result of Match's wrongful conduct, Bumble has filed this suit to recover damages and to enjoin further wrongful interference in Bumble's business. Bumble estimates its damages at \$400 million. As part of this lawsuit, Bumble also requests that Match disclose the identities of all persons, whether Match employees or otherwise, to whom it has provided any confidential information related to Bumble's business.

THE PARTIES

6. Plaintiff Bumble Trading, Inc. is a corporation organized under the laws of Delaware, having its principal place of business in Travis County, Texas.

7. Plaintiff Bumble Holding, Ltd. is a corporation organized under the laws of the United Kingdom, having its principal place of business in London, United Kingdom.

8. Defendant Match Group, LLC (“Match”) is a corporation organized under the laws of the State of Delaware, with its principal place of business in Dallas County, Texas. Upon information and belief, at all times pertinent, Match was licensed to do business, and was and is conducting and transacting business, in the State of Texas.

JURISDICTION AND VENUE

9. This Court has general subject matter jurisdiction over this lawsuit because it is a court of general jurisdiction and the amount in controversy exceeds the Court’s minimum jurisdictional requirements and exceeds \$1,000,000.

10. This Court also has jurisdiction, pursuant to Art. 5, Sec. 8 of the Texas Constitution, to determine questions of actual controversy between the parties to this action as more fully set forth herein.

11. This Court has jurisdiction over Match because Match maintains its principal place of business in Texas, is licensed or authorized to do business in Texas, has employees in Texas, sells products in Texas, and otherwise has pervasive contacts with Texas sufficient to support general jurisdiction over Match in this state. This Court furthermore has jurisdiction over Match pursuant to Texas Civ. Prac. & Rem. Code Ann. § 17.042 because Match committed the torts giving rise to this cause of action within Texas.

12. Venue is proper in this Court under Texas Civ. Prac. & Rem. Code Ann. § 15.002(a)(3) because Match currently resides in Dallas County.

FACTUAL BACKGROUND

A. THE FOUNDING AND SUCCESS OF BUMBLE

13. The Bumble app was launched in December 2014. Bumble flipped traditional gender dynamics on its head by requiring women to initiate conversations with potential matches. Bumble's goal was to empower women, and its novel approach has proven successful. Within eight months, Bumble saw more than 5 million unique conversations initiated—all by women.

14. Empowering women to make the first move was a key driver to Bumble's fast growth, as evidenced by the app's unusually high ratio of women users. Just over three years after going live, the Bumble app has amassed 30 million users, who spend on average more than an hour per day on the app. With 70% year-over-year growth, Bumble is swiftly closing the gap with Tinder, which, by comparison has 46 million registered users and averages roughly 10% annual growth.

15. Bumble has expanded its platform to allow people to make empowered connections in all areas of their lives, whether that means seeking a romantic relationship, making new friendships with Bumble BFF, or growing their professional network with Bumble Bizz.

16. Bumble prides itself on creating and maintaining a safe platform which does not tolerate abuse.

B. MATCH'S REPEATED ATTEMPTS TO INVEST IN THE BUMBLE BUSINESS

17. Recognizing that the Bumble platform occupied an important place in the market for social applications, Match embarked upon a plan to invest in the Bumble platform.

18. Match made its first overture in June 2017, when it offered \$450 million to acquire the Bumble platform. Within two months, news of the offer hit the press, and reactions were that the offer was unattractive. Forbes published an article stating that its sources “suggested the \$450 million offer was seen to undervalue Bumble, which has quickly set itself apart in a crowded market with its ‘women-first’ branding and functionality . . .” TechCrunch also reported that sources viewed the value of Bumble at over \$1 billion. Match’s stock price rose around this time, likely as an intentional result of the news it had approached Bumble.

19. Bumble made clear to Match that its initial offer was unappealing. Match persisted, suggesting that if Bumble allowed it to perform due diligence that may allow it to increase its offer. As a result, Match requested, and was confidentially provided, information related to Bumble’s monthly active user count, paying user count, revenue projections, female-to-male ratio, marketing spend, and other financial metrics.

20. Believing that Match was acting in good faith, Bumble invited Match CEO and CFO to visit its Austin offices on November 21, 2017, including a tour of the Bumble offices, and Match accepted the invitation.

21. In December 2017, after confidentially receiving the due diligence data it had requested, Match candidly acknowledged that its earlier offer had been unappealing. Match indicated that it had revised its views, and disclosed its new view of Bumble’s valuation, which was now many times higher than the \$450 million it had initially offered. Match indicated that it would soon provide an increased offer consistent with its revised view of Bumble’s valuation.

22. But after a period of inaction, Match suddenly backtracked and said that it had decided not to make another offer to invest. The parties amicably suspended negotiations. At this point, it became clear that Match's strategy was to wait things out in the hopes of getting a stake in Bumble for below fair value.

23. Unfortunately, Match did not anticipate the amount of market interest the suggestion of an investment in the Bumble platform would generate. In January 2018, Match learned that there were numerous other companies that were interested, and highly motivated, to invest in the Bumble platform. Running out of time and at risk of losing its target, Match changed its tactics. In February 2018 Match finally made a revised investment offer. But, Match's revised offer was substantially less than the valuation Match had previously communicated.

24. In response to Match's February 2018 offer, Bumble told Match it was still running behind other interested parties, and if that offer was the final landing spot for Match, there was no point in the parties spending any further time negotiating. Bumble's negotiators shared some information about the identities of the other interested bidders and their projected valuation ranges and warned Match that Bumble was expecting more bids to arrive in mid-March. The message to Match was that, if Match wanted to stay in the running, it would have to "run fast."

25. At this point, it became clear to Match that there was aggressive competition in the market, and Match would not be able to pull off a lowball investment. That left Match with the choice of either paying fair value, or trying to chill competition by poisoning the investment market through tortious conduct. Match went the latter route, but before revealing its intentions,

made one final run at extracting even more competitive information from Bumble, under false pretenses.

C. AS A LATE COMPETITIVE RESPONSE, TINDER COPIES BUMBLE'S CORE FEATURE IN WHICH WOMEN MAKE THE FIRST MOVE

26. In February 2018, realizing the pace at which Tinder was losing ground to Bumble, and also after receiving Bumble's confidential financial and performance data as part of its due diligence, Match made a surprise announcement. Match announced that Tinder would be copying Bumble's keystone feature—letting Tinder's female users choose whether only they can initiate conversations with future matches—for its competing dating platform. This was not the first time that Tinder had copied Bumble; Tinder also launched Tinder Gold in 2017, copying Bumble's Bumble Boost feature, which had been part of the Bumble application since 2016.

27. The timing of the announcement was not coincidental. Match's announcement that it planned to copy the core feature of Bumble and begin competing in the space Bumble had created was calculated to chill the investment market. At the time of the announcement, Tinder's parent company, Match, spun the decision as being “not a reaction to any competitor.” Match suggested in press statements that it was only now belatedly realizing the importance of the feature that was at Bumble's core when it was founded: “[w]e have to constantly listen to what women want and address their needs,” and that copying Bumble's women-make-the-first-move feature, as an option, was an effort to “curtail bad behavior, any negative behavior or advances, and inappropriate communication” on its platforms. But in truth, this announcement was part of a concerted effort by Match to poison and devalue Bumble, an effort that also included Match bringing frivolous intellectual property claims against Bumble and obtaining Bumble's core competitive strategy information by false pretenses.

28. At this point, Bumble did not fully appreciate the scope of Match’s scheme, and thought Match was still negotiating a potential investment in good faith. In fact, Match’s senior management apologized for its announcement that it planned to copy Bumble’s core feature, and falsely promised that Match would not do anything else provocative while discussions were ongoing regarding the investment process. Rather than file a lawsuit asserting that Bumble owns exclusive rights to the basic concept of women-make-the-first-move, Bumble responded to Tinder’s announcement by stating that “[w]e applaud any company making business decisions that empower women.”

D. KNOWING THAT IT WOULD SOON FILE SUIT AGAINST BUMBLE, MATCH EXTRACTS SENSITIVE COMPETITIVE BUSINESS STRATEGY INFORMATION FROM BUMBLE UNDER FALSE PRETENSES

29. On or about February 12, 2018, Match, through its Chief Financial Officer, requested additional sensitive and proprietary information from Plaintiffs. Bumble had already confidentially provided certain confidential financial metrics to Match, but Match falsely justified its request for Bumble’s most sensitive information on the grounds that this information was necessary if Match was to increase its offer. In addition to requesting these confidential financial metrics, Match also repeatedly pushed for details of Bumble’s marketing strategy, starting in the end of 2017, and continued these requests throughout February 2018.

30. A few days later, on or about February 15, 2018, through the Chief Financial Officer and Chief Executive Officer of IAC (InterActiveCorp, the parent of Match) Match again requested highly sensitive and proprietary information from Plaintiffs, again falsely representing that Match needed the information to “firm up” its offer price.

31. On or about February 16, 2018, Match’s CFO, likewise promising to make a higher bid, reiterated Match’s request for sensitive and proprietary information. Match’s CFO

made clear that Match would need the sensitive and proprietary information it had requested if Bumble wanted an increased bid.

32. Believing that Match was negotiating in good faith, on February 19, 2018, Bumble provided Match with the sensitive and proprietary information it had demanded. The information provided to Match included detailed financial and performance metrics for Bumble, which constitute protectable trade secrets under the Texas Uniform Trade Secrets Act.

33. After receiving the additional information, Match kept pressing for more information of a highly sensitive and competitive nature. On or about February 20, 2018, Match again asked for additional financial and performance metrics for Bumble, this time saying Match had a Board of Directors meeting in the near future and needed the information in advance of that meeting to allow the Board the opportunity to approve an increased bid for Bumble. Still believing that Match was making its request in good faith, on that same date, Bumble provided the additional confidential and proprietary information Match had requested.

34. Even after the board meeting, Match continued to extract confidential financial and performance metrics from Bumble. On or about February 21st and 23rd, 2018, Match made additional requests for information, which Bumble complied with on February 27, 2018. A senior executive of Bumble had dinner with the CEO of the Match Group on February 22, 2018, believing that the discussions were progressing, an increased offer for the investment would soon be forthcoming, and Match was acting in good faith.

35. The information requested by, and provided to, Match under the false promise of a higher offer constitutes protectable trade secrets under the Texas Uniform Trade Secrets Act.

36. At no time after Plaintiffs provided the sensitive and proprietary information did Match make a higher proposal, or for that matter, any further proposal of any kind.

E. AFTER OBTAINING BUMBLE’S SENSITIVE COMPETITIVE INFORMATION, MATCH FILES A FRIVOLOUS INTELLECTUAL PROPERTY INFRINGEMENT LAWSUIT TO SCARE OFF OTHER POTENTIAL BUMBLE INVESTORS

37. In clear contravention of the promise by Match’s CFO not to do anything provocative during negotiations, on March 17, 2018, Match filed a lawsuit against Bumble Trading in the United States District Court for the Western District of Texas, Waco Division (“Lawsuit”). The Lawsuit suit came as a surprise to Plaintiffs, as it asserted that Bumble’s platform, which had been in operation for over three years, infringed multiple trademarks and patents of Match. Despite that fact, Match had never notified Bumble of its alleged intellectual property disputes and never sought any sort of business resolution prior to filing suit. Just as with Match’s prior interest in an investment of Bumble, Match’s filing of the Lawsuit also caused its stock price to rise.

38. During the period of time when Match was requesting Bumble provide its confidential and trade secret information, and at the time it filed its Lawsuit, Match was aware that it was in competition with other entities who were actively pursuing an investment in Bumble.

39. Match asserts numerous claims in its Lawsuit for alleged infringement of its trademarks, design patent, and utility patent. These claims are meritless, frivolous, and were brought for the purpose of intimidating other investors so as to quash competition for an investment in Bumble, paving the way for Match to coerce acceptance of a lowball offer.

40. For instance, in its Lawsuit, Match alleges that it is “currently seeking federal registration for ‘swipe left’ and ‘swipe right’ in connection with mobile applications for social introduction and dating services.” Match Complaint at ¶ 20. It is unclear which trademark applications to which Match refers; however, all four that appear relevant to “social introduction

and dating services” (*i.e.*, Serial Nos. 86608903, 86680923, 86608899, and 86680927) were suspended in 2016. In addition, two of Match’s applications were actually rejected by the U.S. Trademark Office in 2015 and all four remain suspended today.

41. Match’s allegations of infringement of its design patent, D798,314, are also frivolous, as the screenshots of the Bumble app contained in the Lawsuit show there is no infringement. At most, Match’s design patent covers the specific and narrow ornamental “swipe left” and “swipe right” features depicted in solid lines in the figures of the D798,314 patent. In Figure 1 of the patent, the “swipe right” ornamental design requires that the user photo be rotated counter-clockwise by a discrete amount. In contrast, Bumble’s design rotates the photo in the opposite direction during swipe right, as shown below. Similarly, in Figure 2, the “swipe left” ornamental design requires that the photo be rotated clockwise by a discrete amount. However, Bumble’s “swipe left” design rotates the card in the opposite direction. As a result, Bumble clearly does not infringe the particular designs illustrated in D798,314.

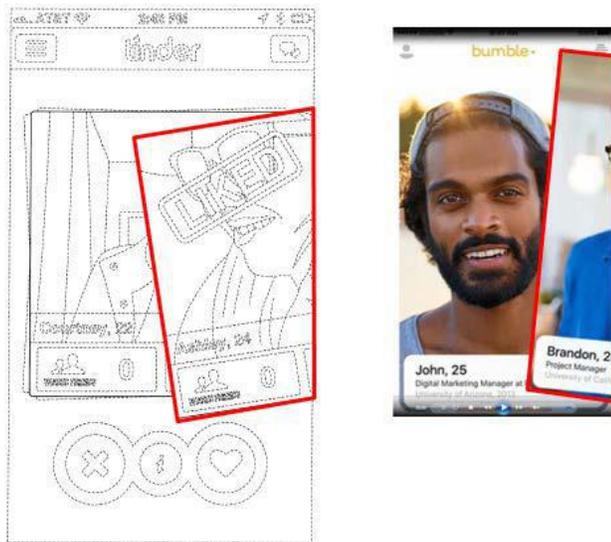


FIG. 1

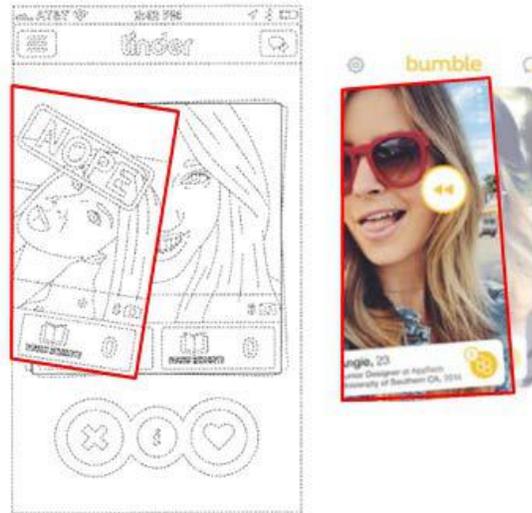


FIG. 2

42. To the extent that Match wishes to pretend that its ornamental design patent covers any swipe right or left, regardless of the way it is ornamentally depicted or which way it rotates, then not only would that depart from the letter of the law regarding infringement of design patents, it would also be an admission of invalidity of the patent. It is well established that if a design is “primarily functional rather than ornamental, the patent is invalid.” *Power Controls Corp. v. Hybrinetics, Inc.*, 806 F.3d 234, 238-39 (Fed. Cir. 1986). The availability of alternative designs is “an important—if not dispositive factor in evaluating the legal functionality of a claimed design.” *Ethicon Endo-Surgery v. Covidien, Inc.*, 796 F.3d 1312, 1329-20 (Fed. Cir. 2015). Thus, to the extent Match alleges that its design patent covers any “swipe left” or “swipe right” function, then Match has effectively admitted that its design patent is invalid.

43. In its Lawsuit, Match also asserts U.S. Patent No. 9,733,811 (“the ’811 patent”), which is facially invalid because it claims abstract subject matter that is ineligible for patent protection under 35 U.S.C. § 101.

44. The ’811 patent relates to the abstract idea, which was well known in the prior art, of permitting communication between two users who express mutual interest in each other. The

fact that the claims specify the use of swiping, another well-known technique in the prior art, and invoke conventional computer components to do so does not make the claims eligible for patent protection. Match itself admits that the swipe feature is generic and known. Match Complaint at ¶ 101 (stating that “the general gesture of swiping may have been known in the prior art.”). Because the ’811 patent claims nothing more than the abstract, and well-known, idea of matching users based on conventional computer components operating in well-known ways, the ’811 patent is clearly invalid as claiming ineligible subject matter.

45. Match filed its Lawsuit alleging claims, including the claims identified above, which clearly lack merit and are frivolous. Match filed its suit not to protect its intellectual property, but rather, to scare investors and disparage Bumble so that Match can displace or chill competition in bidding.

F. MATCH MAKES FALSE STATEMENTS TO ASSURE THE PUBLIC THAT ITS INTENTIONS IN FILING THE LAWSUIT WERE ACTUALLY HONORABLE AND ABOVE BOARD

46. After filing its lawsuit, Match publicly reiterated its bogus charges of infringement against Bumble. Match also took great pains to emphasize that its intentions in filing the lawsuit were honorable and above board – to protect its intellectual property. These statements were not true.

47. Bumble was launched in December 2014 to great fanfare and publicity. This launch certainly did not escape the attention of executives at Tinder and Match. From its inception, Bumble included the features that Match now asserts it exclusively owns, such as swiping left or right, and the look and feel of the graphical user interface. Yet, Match said nothing to Bumble about its intellectual property grievances until it sued Bumble in March 2018. Why did Match wait so long—over three years—to file suit? The obvious answer is that Match filed suit a few weeks after learning that it was behind in the race to invest in Bumble and to

drive down the valuation. Match cobbled together meritless intellectual property infringement assertions solely because it needed some vehicle by which to cast a pall over Bumble and scare away competitive bidders.

48. Yet, after filing its suit against Bumble, Match issued multiple statements in the press disingenuously suggesting that it filed its suit as a matter of principle and was prepared to go the distance in its Lawsuit.

49. Among the public statements made by Match are the following:

- In a memo to employees that Match later released to the press, Match’s CEO stated: “Match Group owns various patents that protect our technologies and designs that are deployed throughout our global portfolio. We have these patents because we believe the work you do is incredibly important,” <https://moneyish.com/heart/female-friendly-dating-app-bumble-casts-shade-on-tinder-lawsuit/>
- Match’s CEO also shared with its employees, and the press, the company’s intent in filing the suit: “This is not about singling out any individual company. This is about protecting the integrity of your work... The least I can do is try and protect it.” <https://moneyish.com/heart/female-friendly-dating-app-bumble-casts-shade-on-tinder-lawsuit/>
- Match’s CEO also publicly accused Bumble “lifting intellectual property off of” Match. <https://www.bloombergquint.com/onweb/2018/03/23/match-ceo-downplays-intimidation-accusations-in-bumble-brawl-jf47xq2d>
- “Match Group has invested significant resources and creative expertise in the development of our industry-leading suite of products. We are committed to

protecting the intellectual property and proprietary data that defines our business. Accordingly, we are prepared when necessary to enforce our patents and other intellectual property rights against any operator in the dating space who infringes upon those rights.” <https://www.recode.net/2018/3/16/17131728/tinder-bumble-lawsuit-acquisition-patent-infringement-whitney-wolfe>

50. Match’s media barrage was intended to allay suspicion that its lawsuit against Bumble was not well founded, and merely a tactic to improve Match’s bargaining position vis-à-vis other interested bidders. To make its lawsuit a more effective scare tactic, Match had to convince the industry that it really believed that it had valid and enforceable intellectual property, that Bumble infringed it, and that Match was prepared to go the distance in the lawsuit to vindicate its intellectual property. Match did this through the false statements above.

FIRST CAUSE OF ACTION
(TORTIOUS INTERFERENCE WITH PROSPECTIVE BUSINESS RELATIONS)

51. Bumble repeats and re-alleges each and every allegation set forth in Paragraphs 1 through 50 above as if as if fully set forth herein.

52. Bumble was in a position to be invested in by one or more companies, who had made offers and/or expressed interest in concluding an investment. As a result, there existed a reasonable probability that Bumble would have entered into a business relationship with a third party.

53. By the actions detailed above, Match acted intentionally and with conscious desire to prevent an investment of Bumble from occurring, and to interfere with Bumble Holding’s right to freely dispose of its assets. This conduct was independently tortious and unlawful.

54. The interference of Match has proximately caused injury by chilling the market for an investment in Bumble. Absent Match's intentional interference, and in the event of more vigorous competition between bidders, a reasonable probability existed that Bumble would have been able to accomplish a transaction on more favorable terms.

55. As a proximate cause of Match's tortious interference, Bumble incurred damages that are within the jurisdictional limits of this Court.

56. Match engaged in this tortious interference with the specific, malicious intent to cause substantial injury to Bumble, therefore entitling Bumble to exemplary damages.

SECOND CAUSE OF ACTION
(FRAUD)

57. Bumble repeats and re-alleges each and every allegation set forth in Paragraphs 1 through 56 above as if fully set forth herein.

58. Match induced Bumble to provide its confidential and trade secret information by falsely promising that they needed it to provide a higher offer for Bumble. But, Match never intended to make an offer for Bumble. Match made false material representations that the purpose of its request for Bumble's sensitive and proprietary information was to allow Match to make a higher offer. Instead, Defendant requested and obtained Bumble's sensitive and proprietary information for the purpose of wrongfully competing with Bumble after it announced its intention to copy Bumble's women-make-the-first-move model.

59. When Defendant made the foregoing representations, it knew the representations were false (or, at the bare minimum, made them recklessly without knowing if they were true). Defendant also intended that Bumble rely on the representations, which Bumble did, to their detriment. From the outset, Defendant planned to take Plaintiffs' sensitive and proprietary information and use it to the detriment of Plaintiffs.

60. Defendant's false material representations caused Plaintiffs injury. Plaintiffs are, therefore, entitled to recover all damages permitted by law or equity.

61. Match's conduct was malicious, deliberate, fraudulent, and willful, or in the alternative, at least grossly negligent.

62. Match's fraud has caused and will continue to cause damage to Plaintiffs in an amount to be determined at trial.

THIRD CAUSE OF ACTION
(TEXAS UNIFORM TRADE SECRETS ACT)

63. Bumble repeats and re-alleges each and every allegation set forth in Paragraphs 1 through 62 above as if as if fully set forth herein.

64. Bumble is the owner of valid and enforceable trade secrets including, without limitation, confidential business strategy, financial condition, and performance metrics. All of these trade secrets are confidential, proprietary, and highly valuable.

65. Bumble's trade secrets are not generally known or readily ascertainable. Bumble took reasonable precautions to maintain the secrecy of its trade secrets by maintaining confidentiality provisions in employment agreements with key employees, utilizing secure, password-protected networks and databases, and insisting on robust confidentiality agreements with third-parties to whom the information is disclosed.

66. Match gained access to Bumble's trade secrets by making fraudulent representations concerning its intentions to make an appropriate offer for the investment in Bumble. Match never received authorization to retain, use, or disclose Bumble's trade secrets.

67. Match intended to leverage and commercially exploit Bumble's trade secrets for the financial benefit of its dating app businesses, including Tinder. For instance, the very same

month Match obtained Bumble’s trade secrets concerning Bumble’s women-make-the-first-move platform, Match announced its own “ladies first” functionality for Tinder.

68. The foregoing acts constitute trade secret misappropriation of Bumble’s trade secrets under the Texas Uniform Trade Secret Act, Tex. Civ. Prac. & Rem. Code § 134A.

69. Match’s conduct challenged herein was undertaken with full knowledge of Bumble’s rights.

70. Match’s conduct was malicious, deliberate, fraudulent, and willful, or in the alternative, at least grossly negligent.

71. Match’s misappropriation of Bumble’s trade secrets has caused and will continue to cause damage to Bumble in an amount to be determined at trial.

FOURTH CAUSE OF ACTION
(UNFAIR COMPETITION)

72. Bumble repeats and re-alleges each and every allegation set forth in Paragraphs 1 through 71 above as if as if fully set forth herein.

73. Bumble’s own trade secrets and other confidential information, which separately and in combination, create a competitive advantage in the dating app industry, and were created through extensive time, labor, skill, and money.

74. Match committed one or more illegal acts, including trade secret misappropriation, by obtaining through improper means, using, and/or disclosing Bumble’s trade secrets and confidential information.

75. As a direct result of Match’s illegal conduct, Bumble has been deprived of the ability to control of its trade secrets and confidential information. Match interfered with Bumble’s ability to return value to its shareholders for the time, money, and effort invested in developing its trade secrets and confidential information. Match violated the principles of the

common law of unfair competition by obtaining—through illegal and improper means—Bumble’s trade secrets and proprietary information for use in competition with Bumble.

76. Match’s conduct was malicious, deliberate, fraudulent, and willful, or in the alternative, at least grossly negligent.

77. Match’s unfair competition has caused and will continue to cause damage to Bumble in an amount to be determined at trial.

FIFTH CAUSE OF ACTION
(PROMISSORY ESTOPPEL)

78. Bumble repeats and re-alleges each and every allegation set forth in Paragraphs 1 through 77 above as if as if fully set forth herein.

79. Throughout February 2018, Match promised that Match would “shore up” and “increase” its offer for investment in Bumble if it was provided with Bumble’s sensitive and proprietary information. Defendant made representations in a transaction in which it had a pecuniary interest and for the purpose of convincing Bumble to provide the requested information. Defendant's representations included that, upon obtaining the trade secret, sensitive and proprietary information from Bumble, it would make an increased bid.

80. Defendant never intended to make an offer and, instead, used the information in a manner detrimental to Bumble. Defendant made false representations to Bumble and did not exercise reasonable care or competence in obtaining the information. Defendant was intentional, or at the bare minimum, negligent or grossly negligent when making the representations.

81. It was reasonably foreseeable to Match that Bumble would rely on these promises.

82. Bumble substantially relied on Match’s promises by providing sensitive and proprietary information to its competitor under the guise of legitimate business dealings.

83. Match never “shored up” or “increased” its offer to invest in Bumble.
84. Plaintiffs have incurred damages within the jurisdictional limits of this Court.

SIXTH CAUSE OF ACTION
(BUSINESS AND COMMERCIAL DISPARAGEMENT)

85. Bumble repeats and re-alleges each and every allegation set forth in Paragraphs 1 through 84 above as if as if fully set forth herein.

86. Match published false or disparaging information about Bumble, including statements in the press falsely claiming that Bumble infringed Match’s intellectual property, as well as false statements in the Lawsuit.

87. Match made these statements with malice and ill will, to harm Bumble and interfere with their economic interests. Match acted with intentional disregard for the truth, or at the bare minimum, reckless disregard. Match had no privilege to make these statements in the press, and has no privilege to make the statements in the Lawsuit as they were made frivolously for the purpose of injuring the reputation of Bumble.

88. Bumble has suffered special damages, as the disparagement by Match has chilled the market for an investment in Bumble.

PRAYER FOR RELIEF

WHEREFORE, Bumble prays for relief as follows:

- a. An award of damages in an amount to be proven at trial;
- b. A preliminary and permanent injunction enjoining Match, its affiliates, employees, officers, directors, shareholders, agents, any other person in active concert with it, from further tortious interference with the prospective business relations of Bumble and its affiliates, or from using the confidential information of Bumble;
- c. Pre-judgment and post-judgment interest; and,
- d. All such other and further relief as the Court deems just and proper.

REQUEST FOR DISCLOSURE

Pursuant to Texas Rule of Civil Procedure 194, Match is requested to disclose, within 30 days of service of this request, the information or material described in Rule 194.2, including without limitation the identity of all persons to whom Match has provided confidential information of Bumble.

Dated: March 28, 2018

Respectfully submitted,

McKOOL SMITH, P.C.

/s/ Theodore Stevenson, III

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