

District Court, City and County of Denver, Colorado Address: 1437 Bannock Street Denver, CO 80202	DATE FILED December 16, 2025 5:00 AM FILING ID: 3049746E865AB CASE NUMBER: 2025CV34500 ▲ COURT USE ONLY ▲
Plaintiffs: Jane Does 1-6, Individuals v. Defendants: IAC, Inc.; Match Group, Inc.; Hinge, Inc.; Tinder, LLC; and Stephen Matthews	
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COMPLAINT AND DEMAND FOR JURY TRIAL	

Jane Does 1-6 (“Plaintiffs”), represented by and through counsel Gerash Steiner P.C., C.A. Goldberg, PLLC, Dormer Harpring, LLC, McDermott Legal, The Law Offices of Alan C. Shafner, P.C., allege the following against Defendants IAC, Inc. (“IAC”), Match Group, Inc. (“Match Group”), Hinge, Inc. (“Hinge”), Tinder, LLC (“Tinder”) (collectively “Match Defendants”), and Defendant Stephen Matthews as follows:

PRELIMINARY STATEMENT

1. This is a lawsuit against the world’s largest online dating monopoly for knowingly recommending serial rapist Dr. Stephen Matthews to women on its platforms, who he then drugged and raped.
2. Online dating is the most inherently dangerous segment of internet commerce in the history of the internet.
3. Since the 1990’s, hundreds of thousands of people have been drugged, raped, trafficked, stalked, and murdered on first dates with strangers whom they met on dating apps.
4. Under the premise of facilitating romantic partnerships, online marketplaces profit from arranging in-person, private encounters between strangers, thereby replacing traditional methods of vetting and screening potential romantic partners.
5. The emergence of online dating has transformed not just mating and dating rituals but also rape rituals.
6. Research has confirmed that most violent sexual predators not currently incarcerated use dating apps to identify and target their victims.

7. Compared to non-dating app sexual assaults, dating app sexual assaults are notably more violent and perpetrated with increased strangulation, assaultive acts, and anogenital injuries.

8. One company alone is responsible for inventing modern online dating, monopolizing the industry, and accommodating rapists across its products.

9. IAC invented online dating in the 1990's, transforming how Americans find romantic connections.

10. Now a publicly traded company spun off from IAC, Match Group dominates online dating marketplaces and products with at least a 66% industry market share, and it operates in 190 countries.

11. Match Group, an \$8.5 billion global conglomerate, owns scores of companies that match complete strangers for real life, private encounters.

12. Among Match Group's holdings are Tinder (the world's most popular dating app), OkCupid, Plenty of Fish, and Hinge.

13. Match Group radically changed human coupling behavior by creating an industry that normalized – and profited from – the romantic and sexual connection of total strangers.

14. Match Group products replaced historical and evolutionary methods of meeting partners, primarily through in-person encounters and introductions by family and friends.

15. Over the years, Match Group has made itself available to sexual predators as a hunting ground with virtually an unlimited number of victims.

16. Match Group's products were designed with deliberate disregard for the foreseeable problem of rape.

17. Rapists are welcomed, paying members for Match Group across its products. Even when Match Group receives reports about rapists, they continue to welcome them, fail to warn users about the general and specific risks, and affirmatively recommend known predators to members.

18. Match Group has become a multi-billion-dollar behemoth that is fully aware of its defective design which inadequately responds to and prevents members raping members.

19. Rapists know each Match Group platform offers a catalog of available victims.

20. Rapists know that Match Group has no effective method to ban them within a dating platform or across platforms.

21. Match Group has long proceeded as though it's the "cost of doing business" that some of its members will be rapists and some members will get raped.

22. To date, Match Group has sustained no cost and, indeed, has only profited from its failure to warn members of known predators, its victim-rapist matching, and its defective infrastructure to stop assaultive users.

23. Until 2020, IAC was the parent company of Match Group.

24. In July 2020, Match Group was spun off from IAC, becoming a separate publicly traded entity. This separation involved a tax-free transaction where IAC shareholders received shares in the newly independent Match Group.

25. Despite the 2020 spin off netting IAC \$2.2 billion, the billion-dollar company remains in control of Match Group - another billion-dollar company.

26. Around the time of the Match Group spinoff, IAC turned its attention to more family-oriented companies such as Angie's List and the newly acquired caretaking app, Care.com.

27. In the aftermath of the #MeToo movement, IAC did not want the unmanageable rape crisis roiling in its dating products to sully the reputation of its lucrative family-friendly holdings – even though these other holdings, too, are premised on perfect strangers entering one another's intimate lives.

28. Since 2019, academics, sexual assault nurses, journalists, and the Department of Justice have begun to understand that Match Group has created a historically unprecedented scourge of sexual assaults, especially violent serial sexual assaults.

29. Hinge is one of Match Group's holdings and is a dating app.

30. Like other Match Group holdings, Hinge's sole function is to facilitate intimate meetups between perfect strangers.

31. Match Group strategically markets Hinge as being different from its other holdings by appealing to a more sophisticated consumer base, using "core value" babble about its commitment to "authenticity," "courage," and "empathy."

32. Match Group's marketing of Hinge manipulates the Hinge userbase into being more trusting of potential matches presented on Hinge.

33. Hinge deploys sophisticated algorithms to actively recommend members to one another, allegedly based on compatibility. It coaxes its members to "get off the app" and meet in real life.

34. Match Group has long known that dangerous predators use Hinge to match with unsuspecting victims.

35. Despite repeatedly receiving notice of this hazard, Hinge failed to implement safer alternative designs to protect its members, including designs that could have effectively handled and responded to reports of rapists, flagged users who presented dangers to other users, or warned users about dangers of which Hinge was aware.

36. Hinge represented it was able to ban users who violated its community standards. However, the bans are fake and ineffective.

37. Hinge's infrastructure for members to report abuse is defective.

38. The product design to implement these bans was defective and essentially useless because Hinge allowed members "banned" for dangerous activities to easily create new accounts (including by using the same phone number and same photos) or, in some instances, allowed the banned user back onto the platform after they "appealed" the ban.

39. Tinder is also one of Match Group's holdings and is a dating app.

40. Like other Match Group Holdings, Tinder's sole function is to facilitate intimate meetups between perfect strangers.

41. Match Group differentiates Tinder from other dating apps by gearing it toward more casual romantic encounters, organizing members primarily based on proximity from nearest to furthest.

42. Match Group has long known that dangerous predators use Tinder to match with unsuspecting victims.

43. Tinder claimed it was able to ban users who violated its community standards. However, the bans are fake and ineffective.

44. Tinder's infrastructure for members to report abuse is defective.

45. The product design to implement these bans was defective and essentially useless because Tinder allowed members "banned" for dangerous activities to easily create new accounts (including by using the same phone number and same photos) or, in some instances, allowed the banned user back onto the platform after they "appealed" the ban.

46. Match Group fails to have effective systems to institute bans not only within its products, but across products when abusers migrate from one product to another.

47. One such rapist who used Match Group's products, including Hinge and Tinder, was Dr. Stephen Matthews, a Denver-based cardiologist.

48. Starting no later than September 2020, Match Group, via Hinge, began receiving complaints that Matthews was drugging and raping women.

49. Match Group knowingly continued to welcome Matthews on its apps, even after learning its products were facilitating his rape spree.

50. Hinge recommended a 33-year-old woman member to Matthews, and the two had a first date on September 28, 2020. After drinking just one beverage, she later woke up naked on his floor. A rape exam at a Denver hospital confirmed that she'd been vaginally penetrated while incapacitated.

51. The woman immediately reported the incident to Hinge the next day, on September 29, 2020. Hinge Trust & Safety confirmed receiving her report of sexual assault.

52. On January 30, 2021, Hinge *again* recommended Matthews to this woman. She, reported Matthews to Hinge a *second* time, provided a link to Matthews' profile, and expressly warned Hinge that it was introducing "a potential threat to other women within the Hinge community."

53. Later that day, Hinge Trust & Safety *again* confirmed it had received the woman's September report and assured her that Hinge had already banned him and that he would be banned again. Hinge further responded that it had "taken **additional** steps to ensure that he **permanently** stays off Hinge" (emphasis added).

54. Matthews concurrently used Tinder which recommended women to him.

55. For the three years that followed, Match Group was armed with knowledge that Matthews was raping its members, yet it continued to give Matthews full access to its products and recommended Matthews to other members and other members to him for in-person romantic encounters.

56. In his profiles, Matthews continued to use his real name, the same real photographs of himself, and the same descriptions of his job and place of employment.

57. Matthews also continued to link his personal phone number to his profiles.

58. Matthews finally stopped using Match Group products in March 2023 – but not because Hinge or Tinder had banned him. On March 27, 2023, Matthews was arrested after one woman reported to Denver police that she had been drugged during a date and sexually assaulted at Matthews' home.¹ In May 2023, Matthews was arrested again after nine more women went to the police with similar allegations, some dating back to at least 2019.²

59. In August 2024, a Denver jury convicted Matthews of 35 counts related to the drugging and/or sexual assault of 11 women between 2019 and 2023.³ He was sentenced to 158 years to life in prison.

60. Plaintiffs are six women Match Group recommended to Matthews and to whom Matthews was recommended on Hinge and Tinder.

61. Five plaintiffs were drugged and raped by Matthews after matching with him on Hinge.

¹ Stephanie Butzer, "*I Let Your Actions Eat Me Alive for Years*": Drugging, Rape Victims Applaud Sentence in Stephen Matthews Case, Denver7 (Oct. 25, 2024), <https://www.denver7.com/news/local-news/i-let-your-actions-eat-me-alive-for-years-drugging-rape-victims-applaud-sentence-in-stephen-matthews-case>.

² *Id.*

³ Denver Dist. Att'y's Office, *Convicted Rapist Stephen Matthews Sentenced to 158 Years to Life in Prison* (Oct. 25, 2024), <https://www.denverda.org/news-release/convicted-rapist-stephen-matthews-sentenced-to-158-years-to-life-in-prison/>.

62. One plaintiff was drugged and raped by Matthews after matching with him on Tinder.

63. Match Group was negligent by matching Plaintiffs with Dr. Matthews long after it knew he was a dangerous rapist. Match Group increased the risk to Plaintiffs by continuing to welcome him on its products and introduce him to women he could drug and rape.

64. Since at least 2016 Match Group knew the risk of rapes on its platform but failed to disclose it.

65. Since at least 2016, Match Group knew it lacked an operable infrastructure for banning rapists on its platform and that rapists could migrate across its apps.

66. Plaintiffs now bring claims for strict product liability (defective design, failure to warn), negligence, promissory estoppel, negligent misrepresentation, breach of express or implied warranties, sexual battery, battery, violation of the Colorado Consumer Protection Act, unjust enrichment, negligence per se, and trafficking.

JURISDICTION

67. Plaintiff Jane Doe 1 is a citizen of the United States, over the age of 18, and resides in Arvada, Colorado. Jane Doe 1 was sexually assaulted by Matthews on January 14, 2020.

68. Plaintiff Jane Doe 2 is a citizen of the United States, over the age of 18, and resides in Edgewater, Colorado. Jane Doe 2 was sexually assaulted by Matthews on September 19, 2020.

69. Plaintiff Jane Doe 3 is a citizen of the United States, over the age of 18 and resides in Denver, Colorado. Jane Doe 3 was sexually assaulted by Matthews in approximately the Spring of 2021.

70. Plaintiff Jane Doe 4 is a citizen of the United States, over the age of 18, and resides in Denver, Colorado. Jane Doe 4 was sexually assault by Matthews on October 27, 2022.

71. Plaintiff Jane Doe 5 is a citizen of the United States over the age of 18, residing in Bellevue, Nebraska. Jane Doe 5 was assaulted by Matthews on October 30, 2022.

72. Plaintiff Jane Doe 6 is a citizen of the United States, over the age of 18, and resides in Denver, Colorado. Jane Doe 6 was matched with Matthews on Hinge on January 7, 2023, and was assaulted by Matthews on January 13, 2023.

73. Defendant IAC, Inc. is incorporated in the State of Delaware with its headquarters in New York, New York.

74. Defendant Match Group, Inc. is incorporated in the State of Texas with its headquarters in Dallas, Texas.

75. On April 1, 2024, Match Group sent a letter to the United States House of Representatives (via the Hon. Ann McLane Kuster and the Hon. Lois Frankel) informing them that

it was in full compliance with the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act, Pub. L. No. 117-90, § 2(a), 136 Stat. 26, 27 (codified at 9 U.S.C. § 402(a)) (“EFAA”), and would not compel arbitration for claims related to sexual assault.

76. Defendant Hinge, Inc. is a New York corporation with its principal place of business in New York City, New York.

77. Defendant Tinder, LLC is a Texas based corporation with its principal place of business in Dallas, Texas.

78. Defendant Stephen Matthews is a citizen of the United States, and over the age of 18. At all relevant times he resided in Denver, Colorado. He is presently incarcerated at Crowley County Correctional Facility in Colorado.

79. The Match Defendants do business and sell products in Colorado, and the sexual assaults of each plaintiff occurred in Denver, Colorado.

80. The tortious conduct as alleged in the Complaint and Jury Demand occurred in the City and County of Denver in the State of Colorado. Therefore, venue is proper in Denver County District Court pursuant to C.R.C.P. 98. This Court has subject matter jurisdiction to adjudicate the claims alleged herein under the provisions of Article VI, Section 9 of the Colorado Constitution.

81. All claims included herein are timely and within the jurisdiction of this Court under C.R.S. § 13-80-103.7(1) and (6)(a).⁴

THE HINGE PRODUCT DESIGN

82. Hinge and Tinder sell a product in a marketplace and are not publishing platforms. *See Oberdorf v. Amazon.com Inc.*, 930 F.3d 136, 144-47 (3rd Cir. 2019).

83. None of Plaintiffs’ claims treat Defendants as the publisher of content which is provided by some other content provider.

84. The duties breached herein are unrelated to Hinge’s and Tinder’s status as a publisher.

85. Hinge and Tinder’s product designs—including their algorithm, recommendation features, add on products for purchase and other monetization features, and proprietary procedures

⁴ Prior to January 1, 2022, C.R.S. § 13-80-103.7 provided a six-year statute of limitations against sexual assaulters. On January 1, 2022, C.R.S. § 13-80-103.7(1) was amended to read: “Notwithstanding any other statute of limitations specified in this article 80, or any other provision of law that can be construed to limit the time period to commence an action described in this section, any civil action based on sexual misconduct, including any derivative claim, may be commenced at any time without limitation. This subsection (1) applies to causes of action accruing on or after January 1, 2022, and to causes of action accruing before January 1, 2022, if the applicable statute of limitations, as it existed prior to January 1, 2022, has not yet run on January 1, 2022.” Moreover, C.R.S. § 13-80-103.7(6)(a) states: “This section also applies to any cause of action arising from factual circumstances that include sexual misconduct that is brought against a person or entity that is not the perpetrator of the sexual misconduct.”

for creating accounts, enforcing bans, and reporting abuse—do not constitute information provided by a third party.

86. The Match Defendants could have satisfied their obligations to Plaintiffs and prevented their injuries by simply implementing a safer alternative product design. At all relevant times, safer alternative designs were available, feasible, and did not involve any monitoring of content, which included:

- a. Implementing technology and infrastructure to actually effectuate account bans;
- b. Preventing banned users from using the same phone number to open a new account;
- c. Preventing banned users from using the same photographs to open a new account;
- d. Preventing banned users from using the same IP address from which to open a new account;
- e. Preventing banned users from using the same electronic device from which to open a new account;
- f. Utilizing readily available face recognition technology to prevent banned users from opening a new account;
- g. Preventing banned users from opening a new account on another platform affiliated with the Match Defendants;
- h. Providing warnings to members that the product design could not effectively ban known rapists, including Stephen Matthews;
- i. Providing warnings to members that banned users could easily open a new account;
- j. Providing warnings to members that the Match Defendants were not sharing safety information across its different platforms;
- k. Not misrepresenting to members that the product was safe and/or can effectuate bans;
- l. Not affirmatively promoting the profiles of known rapists to Plaintiffs;
- m. Not affirmatively promoting Plaintiffs' profiles to known rapists, including Stephen Matthews;
- n. Providing warnings to members that the platforms were actively promoting profiles of known rapists to other members;
- o. Not removing a member's ability to see another member's profile when they unmatch with another member;
- p. Not removing a member's ability to see a conversation history when a member unmatched with another member;
- q. Not requiring a member to provide certain information to report abuse which is not available after they unmatch with another member;
- r. Implementing a robust internal procedure to investigate reports of abuse, including by investigating other interactions with other members when a serious report of abuse has been received; and
- s. Applying the same standard of care and safety features used by its competitor Bumble so that reporting functions could not be manipulated (and disappeared) by assailants.

87. Hinge and Tinder are “apps” and in addition to being marketplaces, are also products or analogous to products. Hinge and Tinder are mass produced software created by computer programmers for sale to the general public via the App Store and Google Play. Hinge and Tinder are tangible electronic and physical products in that they take up memory and visual space on electronic devices such as cell phones and tablets and can be moved around, opened and closed, turned on and off, and installed and deleted. Like other software products, they accept money for the purchase of add-on features and subscriptions.

FACTS

I. The Match Group Monopoly

88. Match Group, Inc. is an American internet and technology conglomerate comprising the world’s market leader in online and mobile dating services, including Tinder, Match.com, OkCupid, Plenty of Fish, Hinge, and scores of other brands.

89. According to Match Group’s website, it was founded in 1995, operates in 190 countries, and has more than 82 million monthly active members.

90. Match Group is considered the company that controls online dating in the United States.

91. As of January 2025, Match Group had a market cap of \$8.21 billion. It is believed to have a 66% share globally of online and mobile dating apps.

92. Match Group’s February 27, 2025, 10-K filing with the Security Exchange Commission (“2025 10-K”) showed Match Group held 82 global subsidiaries in the dating field.⁵

93. Until July 2020, Match Group was a fully owned subsidiary of the holding company InterActive Corp (IAC).

94. IAC and Match Group’s strategy for growing Match Group was simple: purchase the competition.

95. At the time of IAC’s public offering of Match Group, IAC was turning its focus to more family-friendly acquisitions such as Angie’s List and the caretaking app Care.com.

96. Match Group’s spinoff from IAC came on the heels of the #MeToo movement where the public was awakening to the alarming universal experiences of women who had survived sexual assaults.

97. Upon information and belief, IAC viewed Match Group as a liability to its growth into other more family-friendly products, including due to the volume of sexual assaults reported

⁵ Match Grp., Inc., Form 10-K — *Annual Report* (Feb. 27, 2025), <https://ir.mtch.com/investor-relations/financial/sec-filings/sec-filings-details/default.aspx?FilingId=18231881> (“2025 10-K”).

by its consumers. IAC wanted to distance itself and other more family-friendly IAC products from Match Group while remaining in control.

98. On July 1, 2020, IAC announced a “spin off” of its 80% stake in Match Group. However, the 80% stake was distributed directly to its own IAC shareholders. The so-called spin-off simply transferred this 80% share of Match Group to IAC shareholders.

99. Through this transaction, IAC appeared to shed its indirect shareholder voting control in Match Group, but IAC continued to effectively control the Match board of directors by electing a majority of IAC-affiliated directors in 1–3 year board terms.

100. To this day, IAC-affiliated directors retain control of Match Group’s Board.

101. Thus, despite the public spin-off, IAC through its shareholders and affiliated board of directors effectively maintains the same controlling influence over Match Group’s strategic and financial decisions, including product designs and safety features. Hinge and Tinder are two of Match Group’s biggest holdings.

A. Hinge

102. Hinge was founded in 2012. Its founders had become aware that Tinder, another subsidiary of Match Group, was developing a reputation for promoting casual sex, and wanted to present a more “wholesome” alternative product. So, they built and marketed Hinge as an “anti-Tinder” which would promote more authentic and wholesome relationships.

103. Match Group began investing in Hinge in September 2017. By the first quarter of 2019, Hinge was fully owned by Match Group, much to the consternation of antitrust advocates.

104. Hinge is one of Match Group’s cash cows. Its direct revenues grew 44% in 2024 compared to 2023, driven by 25% more paying members and the introduction of weekly subscriptions. In contrast, Tinder’s direct revenue grew only 3% in that same time period.

105. Hinge is currently one of the most popular dating apps available, with an estimated 23 million active users worldwide in 2024 with approximately 1.4 million of those users paying to use the product. In 2023, Hinge generated \$396 million in revenue and was ranked as the third-largest dating app globally.

106. Hinge is targeted to “relationship-minded individuals,” particularly among the millennial and younger generations, in English speaking countries and several European markets.

107. Hinge’s motto is that it is “designed to be deleted.”

108. In other words, Hinge wants members to believe they will meet a long-term partner on the product and thereafter discontinue use.

109. Hinge is a mobile-only experience and employs a “freemium model.” Hinge members can use it for free or can pay money for two premium subscription offerings: Hinge+ and HingeX.

110. Members who pay for Hinge+ or HingeX can increase their visibility to other users seeking in-person dates within the same location.

111. For \$30-\$50 a month, members have unlimited access to a rolodex of local Hinge members who are seeking a match for an in-person date.

112. Paying members get recommended more aggressively to other members in the same physical region. Hinge members cannot see if other members are paying for premium accounts; thus, members do not know if the recommendation was weighted by the opposite member paying for increased visibility.



113. Paid members “skip the line” and get recommended as an artificially stronger match to other nearby members.

114. Each profile on Hinge features six pictures and three self-selected personal prompts, which encourage members to exhibit their personality traits. Instead of swiping, members must “like” (and, optionally, comment on) a specific photo or prompt if they wish to reach out to another member.

115. Nonpaying Hinge members are given eight likes per day to dole out to other members. Paying Hinge members receive unlimited likes to dole out to other members.

116. Hinge plays an active role in pressuring communication between members and urging in-person dates.

117. Hinge’s “Your Turn” feature nudges members to continue conversations.

118. In 2018, Hinge launched a “We Met” feature, which pressures members to privately confirm to Hinge that they had at least a first date with a particular match.

119. Hinge users can artificially increase their algorithmic ranking on Hinge by claiming to have met attractive members.

B. Hinge's Algorithm and Other Design Features Manipulate Members

120. Hinge is unique from other dating apps because it widely admits its reliance on a secret algorithm to sort and match users.

121. The Hinge algorithm analyzes, categorizes, and judges members to provide them with an individualized experience.

122. There's a great deal of speculation among the public about how Hinge sorts and matches people, with some members observing that Hinge manipulates the order it doles out matches in order to maximize its profits. For instance, one theory suggests that Hinge shows its members matches that it believes are the least compatible first so that better matches are shown only after a person runs out of their free daily allotment of 8-likes and is thereby pressured into paying for a membership. Another theory is that Hinge shows members the profiles of other members who have the fewest likes first.

123. Upon information and belief, Hinge has a heavy thumb on the scale when it comes to actively recommending members to one another.

124. In July 2018, Hinge rolled out a radically new recommendation technology that implemented the Gale-Shapley algorithm, which it called the "Most Compatible" feature. This feature applies artificial intelligence technology to learn a user's preferences through their liking and rejecting activity and then uses that information to pair those users with other members whose preferences best align.

125. As a result, each day Hinge members are delivered one recommended match who Hinge claims is the best pairing. Both sides of the coupling see one another as "Most Compatible." Hinge places that Most Compatible match in a special feed among a collection of other "Standout" members described by Hinge as their most desirable members.

126. Members can only interact with these "Standout" members by sending them a "Rose." Members using the free version of Hinge get only one Rose per week unless they pay \$9.99 for three more. These high caliber matches are sequestered in "Rose Jail."

127. Hinge goes out of its way to reinforce that these ultra-appealing Standout and Most Compatible matches will never show up in a member's normal feed (where the user could then use free features to interact with the person such as by liking the person's photos). The scarcity and urgency manipulation tactics used by Hinge inflate the value of certain members, inducing members to invest \$3.33 per rose, creating a buy-in.

128. Hinge's marketing strategies of targeted recommendations, urgency tactics, social proofing, gamification, anchoring, buy-in, positive feedback loops, and behavioral nudges influence the behavior of members.

129. According to Hinge’s own data, members were 800% more likely to seek an in-person date with the strangers Hinge recommended through its Most Compatible feature.⁶

130. Members do not recognize that they are being exposed to and manipulated through Hinge’s deliberate business strategies, nor do they understand how the strategies work.

131. Hinge’s strategies make money for Hinge while causing paying members to be more trusting of the members Hinge has recommended or sorted into premium categories.

C. Hinge Makes False Commitments to User Safety

132. Hinge’s “Membership Principles” make express promises to members about their safety.

- a. Hinge Team Priority #1 – Prioritizing Safety. Hinge makes the following commitments:
 - i. *We’ll take a proactive stance to build tools, features, and incorporate resources to help our daters stay informed and feeling safe.*
 - ii. *We’ll always want our community to feel secure and **that we’re protecting them against known threats.***
- b. Hinge Team Priority #2 – Err on the Side of Caution. Hinge makes the following commitments:
 - i. *In order to foster a safe place to date, we must act on reports swiftly. When alerted, we will take action to help ensure Hinge Daters are protected.*
- c. Hinge Team Priority #3 – Check our Biases. Hinge makes the following commitments:
 - i. *Our attention will be on matters pertaining to the safety, security, and integrity of the Hinge Community.*
- d. Hinge Team Priority #4 – Not Act as Arbiters of Truth. Hinge makes the following commitments:
 - i. ***We are responsible** to work **to ensure** our users are not putting others in jeopardy or inflicting harm.*
- e. Hinge Team Priority #5 – Foster A Community Based on Trust and Respect. Hinge makes the following commitments:
 - i. *We have a responsibility to the community to provide a safe place for people to find meaningful relationships. Users trust us with their personal information, and we will respect that in how we build our tools and services.*

⁶ Sarah Wells, *Hinge Employs New Algorithm to Find Your ‘Most Compatible’ Match*, TechCrunch (July 11, 2018), <https://techcrunch.com/2018/07/11/hinge-employs-new-algorithm-to-find-your-most-compatible-match-for-you/>.

- f. Hinge Team Priority #6 – Step in When Necessary. Hinge Makes the following commitments:
 - i. *We're here to step in when something or someone poses a threat of physical, emotional, or psychological harm to another. Our team is committed to working with law enforcement as appropriate and responding to valid law enforcement requests.*

133. Hinge also has a “Trust & Safety” page, which essentially acts as a marketing page to attract and retain members, persuading them that Hinge keeps its users safe. But Hinge fails to disclose that it has no actual way of effectuating bans on dangerous members reported by other members and, instead, goes so far as to assure users of the opposite.

134. Hinge provides “Safe Dating Advice” which states: “Report All Suspicious and Offensive Behavior – “You know when someone’s crossed the line and when they do, we want to know about it. Here are some examples of violations: ... Inappropriate or harmful behavior during or after meeting in person.”⁷ This implies that Hinge takes reports seriously.

135. Hinge also provides a “video verification” process that allegedly can verify that the member controlling the app is actually the person depicted in the profile picture - confirming already Hinge has and utilizes facial recognition technology.

136. Hinge projects the notion that faking pictures is the biggest risk to users.

137. Hinge’s features and representations are designed to, and do, perpetuate a false sense of safety.

138. Meanwhile, Hinge lets known rapists continue using its product even after receiving reports of sexual assault.

139. Hinge claims to have a range of tools to monitor for abuse and remove abusers on its platform.

140. Hinge also claims to have a no-tolerance policy for abusers.

141. Hinge underutilizes the tools it has developed to ban abusers.

142. Hinge has refused opportunities to develop better tools, despite the known inadequacy of its existing reporting infrastructure.

143. Hinge has refused opportunities to implemented better tools that are already available, despite the known inadequacy of its existing reporting infrastructure.

⁷ Hinge, *Safe Dating Advice*, Hinge Help Ctr. (Sept. 29, 2025), <https://help.hinge.co/hc/en-us/articles/360007194774-Safe-Dating-Advice>.

144. Hinge has a reporting mechanism for when members report bad experiences with other members, but this reporting mechanism is defective.

145. Hinge may occasionally ban a member in response to another member's report or a police report, but it ultimately offers new memberships right away to members it has designated as so dangerous that their membership was revoked or banned.

146. Banned dangerous users are welcomed back with new memberships so long as they have a new email and phone number linked to the new account.

147. However, some users are never banned at all and instead allowed to continue using the same profile even after multiple complaints are made about them harming other users.

148. Hinge immediately launches these known dangerous members back into the dating pool, recommending them to other members, selling them roses, and anointing them into Standout and Most Compatible positions on other members' feeds.

149. Hinge also offers its known dangerous members a constant supply of innocent unsuspecting members.

150. Because of Hinge's immediate re-welcoming of known dangerous members, Hinge creates an environment hospitable to serial predators.

151. Hinge is a defective product in that banned users can easily create a new profile.

152. Hinge makes much ado over its high tech "video verification" feature, where the user can opt to undergo a 3D verification process. Evidently, the idea is that this feature verifies that members are not using fake identities or images to catfish or impersonate other members. The feature provides members with a false sense that Hinge takes safety seriously.

153. The existence of the "video verification" feature presupposes the commonsense assumption that Match Group had the ability to effectuate bans on rule-breaking accounts. This feature is useless when serial predators are emboldened to use their own identities in broad daylight.

154. Despite the foreseeable dangers of matching users for in-person dates, Hinge makes no effort to ensure that dangerous members are prohibited from using the application, even when known dangerous members continue to use their real name and likeness.

155. Despite the known and unchecked danger of banned and known dangerous members returning to Hinge, Hinge provides no warning to its users regarding the risks of matching with dangerous users.

156. In order to meet its purported safety promises, Hinge has a reporting function where members can report a serious incident that takes place "off the app" involving another Hinge user. To make a report, Hinge requires the reporting member to provide 1) details of the incident being reported, and 2) the exact name, age, bio, and photos that appear on the profile being reported.

157. However, once a person has “unmatched” with another user, they are no longer able to retrieve these details because the correspondence between the member and the other person instantly disappear.

158. This is true regardless of who “unmatches” with the other user. For example, if a sexual assaulter “unmatches” after committing a sexual assault, the assaulter’s correspondence and profile disappear from their victim’s feed.

159. Hinge also does not warn users before “unmatching” that if they are unmatching because of a safety issue – such as a sexual assault – that by unmatching, they will be unable to file a report against the user because they will lose access to the user’s correspondence and profile. Thus, if a victim unmatches with their assaulter, they do so unaware that this will impact their ability to report the assaulter.

160. By allowing users to “unmatch” from one another and immediately thereafter deleting their correspondence and removing their profile from the feed, Hinge ensures that most sexual assaults go unreported.

161. This process further enables Hinge to grant access to its platform to known dangerous members while simultaneously claiming to respond appropriately to all reports of safety concerns. It also allows Hinge to manipulate the data surrounding sexual assaults, making it appear there are fewer sexual assaults than there actually are by refusing to allow a report to be submitted without the required information.

D. Tinder

162. Tinder began in 2012 at Hatch Labs, a business incubator backed by IAC.

163. The founders, Sean Rad, Justin Mateen, Jonathan Badeen, and Whitney Wolfe Herd, wanted to create a dating app where members could judge one another entirely on looks and attraction.

164. Dispensing with text-based messaging activity, Tinder enabled its members to simply “swipe right” to express interest and “swipe left” to reject a prospect.

165. The founders promoted the notion that rejection was easier because a match would only occur when both parties swiped right on each other.

166. The swipe feature gamified the dating experience in a new and profound way.

167. Tinder’s launch strategy involved throwing exclusive parties on college campuses and only letting people enter if they downloaded the app onto their phone.

168. The app was notoriously associated with hook-up culture.

169. By 2014, the app claimed to have one billion swipes and 12 million matches per day. That year, co-founder Whitney Wolfe Herd exposed the rampant sexual harassment at Tinder among employees, suing the app and IAC.

170. In 2015, Tinder rolled out its first paid subscription service, Tinder Plus, which offered premium features such as “likes.”

171. In 2017, Match Group and IAC bought out Tinder’s founders for \$3 billion.

172. Two years later, Tinder launched Tinder Gold which allowed members to see who liked their profiles.

173. In 2018, more claims of sexual assault were filed. That year founders Sean Rad and Justin Mateen sued IAC and Match Group alleging the companies undervalued Tinder to deny them billions in stock options. The case settled in December 2021.

174. Tinder works on a geolocation-based swiping system.

175. Members create a profile and are shown potential maps in their area.

176. To set up a profile, members can link their Meta (Facebook, Instagram) account or use a phone number.

177. If two people swipe right on each other, they are matched and can start direct messaging in a private in-app chat.

178. Tinder uses an algorithm to show members profiles and uses prior swiping activity to influence who members see next.

179. Active users get more matches.

180. Tinder offers a basic free version and paid subscriptions with additional features, such as seeing who has already liked one’s profile or using “Boosts” to increase one’s profile visibility.

181. Premium subscribers can activate Incognito Mode, which makes their profile visible only to people they have already liked.

182. Tinder represents they have a “zero-tolerance” policy for harassment, fraud and other misconduct.

183. Tinder represents they are capable of banning users from their platform.

II. Match Group Has Long Known Hinge’s and Tinder’s Systems and Operations for Effectuating Bans are Defective

184. In November 2021, Match Group and its subsidiaries, including Hinge and Tinder, filed a lawsuit in the District Court of Texas against a Florida man who “had opened nearly 70 separate accounts on platforms operated by [Match Group, Inc.] including Match, Tinder, Hinge, Plenty of Fish, and OkCupid.” *Match Group Inc., et al., v. Pasquale Capobianco*, Dist. Court of Texas, No. DC-21-16112; (“Capobianco Complaint”). Match Group alleged that during a four-

day period in September 2021 the man had sent messages threatening violence toward other members and indecently exposed himself on multiple instances over FaceTime.

185. Match Group sued the man for breach of contract for violating their Terms of Service and for state and federal claims of unauthorized access to a computer network. Match Group also sought a Temporary Restraining Order and Temporary and Permanent Injunction because Match Group claimed that if a court does not intervene, “he will continue seeking access to Plaintiffs’ computer services and will continue threatening and harassing Plaintiffs’ users.”

186. Match Group lamented in its application for injunctive relief that it had no way of banning users: “Plaintiffs have been at the forefront of promoting online safety and community standards, but due to the public nature of the online services Plaintiffs provide, technical measures can only go so far.”

187. In the Capobianco Complaint, Match Group admitted that it cannot actually effectuate bans. “Despite Plaintiffs’ diligent efforts – both by automated and manual means – to block and ban abusive users, it is sometimes possible for a previously banned individual to create additional accounts by modifying certain information to avoid detection.”

188. Match Group confessed in the Capobianco Complaint that banned users need only modify their contact information and click a box while setting up a new account.

189. In the Capobianco Complaint, Match Group also acknowledged that the man had “not previously been removed from [the] Service by [Hinge].”

190. Despite Match Group knowing it cannot effectuate bans, it lies to its members and gives them the false belief it can remove dangerous people from its platforms.

191. Match Group disclosed this major safety gap in the Capobianco Complaint in an effort to effectuate a permanent ban against a member who was verbally threatening and sexually harassing other members. Yet Match Group and Hinge do not disclose this known safety gap anywhere to its users.

192. Match Group publicly disclosed in its 2025 10-K that it lacks proper safeguards to protect members from harm, which Match Group lamented could “cause harm to our reputation and brand.”⁸

193. Unlike its action in the Capobianco case, Match Group fails to take similar measures of seeking court intervention in matters where members are causing far more serious *actual* injuries, including in the commission of violent drug facilitated sexual assault.

194. Match Group failed to put the same resources into stopping the offender in this case, who Match Group knew was drugging and raping its female members in the Denver area. By no later than January 30, 2021, Hinge was aware that Matthews had resurfaced on Hinge after

⁸ “[O]ur users have in the past, and could in the future nonetheless engage in activities that violate our policies. . . . Our safeguards may not be sufficient to avoid harm to our reputation and brands, especially if such hostile, offensive or inappropriate use is well-publicized.” 2025 10-K at 21.

a so-called ban. Match Group and Hinge could have filed a claim for the same type of restraining order and injunction against Matthews as they did in the Capobianco case, but they did not.

III. Match Group and IAC's Safety Features are Inadequate

195. On February 13, 2025, the Pulitzer Center in partnership with The Guardian, The 19th, The Markup (now part of CalMatters) and NPR published the results of their 18-month investigation in a scathing exposé titled *Dating App Cover-up: How Tinder, Hinge, and Their Corporate Owner Keep Rape Under Wraps* (the “Dating App Report”).⁹

196. The exposé confirmed there was “no dispute that Match Group has carefully documented the extent of the harm on the company apps for years without sharing that information to the public.”

197. The Dating App Report cited to internal company documents showing that Match Group’s leadership knew about the high incidence of sex assaults for years: “Match Group has known for years which users have been reported for drugging, assaulting or raping their dates since at least 2016[.] Since 2019, Match. Group’s central database has recorded every user reported for rape and assault across its entire suite of apps; by 2022 the system known as Sentinel was collecting hundreds of troubling incidents every week, company insiders say.”

198. The Dating App Report further revealed that Match Group’s leadership knew about the problem, promised to disclose information about it, but failed to follow through: “[Match] promised in 2020 that it would release what’s known as a transparency report – a public document that would reveal data on harm occurring on and off its platforms. If the public were aware of the scale of rape and assault on Match Group apps, they would be able to accurately assess their risks. As of February 2025, the report has not been released.”

199. The Dating App Report further found that Match Group failed to take meaningful action to improve user safety and revealed that core trust-and-safety functions had been outsourced to third-party contractors, raising serious concerns about Match Group’s commitment to protecting users and maintaining adequate internal oversight for safety operations.

200. “Our review of hundreds of pages of internal company documents, along with thousands of pages of court records, securities filings, and analyst reports, coupled with dozens of interviews with current and former employees and survivors of sexual violence found women who report being raped get no traction, while accused rapists. . . keep swiping – and assaulting.”

201. The journalists of the exposé found that even in 2024, banned users were able to rejoin Tinder after being banned, and banned users were also able to join other apps across Match’s platforms.

202. Getting around a ban to sign up for a new account does not require technical knowledge and the banned users can simply use the same “key” personal information.

⁹ Emily Elena Dugdale & Hanisha Harjani, *Dating App Cover-Up: How Tinder, Hinge, and Their Corporate Owner Keep Rape Under Wraps*, The Markup (Feb. 13, 2025), <https://themarkup.org/investigations/2025/02/13/dating-app-tinder-hinge-cover-up>.

“Repeatedly, we found that users, soon after being banned, could create new Tinder accounts with the exact same name, birthday, and profile photos used on their banned accounts. Users banned from Tinder were also able to sign up for many other Match Platforms without changing those personal details.”

203. The safety measures that Match Group purports to have are wholly ineffective, largely performative, and fail to prevent dangerous individuals from continuing to exploit the platforms. For instance, under congressional scrutiny in 2020, Match appointed a high-profile safety executive, Tracey Breeden, and established a dedicated trust-and-safety team. But by 2024, the team was largely dismantled, with remaining staff terminated and tier responsibilities outsourced to overseas contractors, according to the Dating App Report.

204. The exposé reported that Match Group’s abandonment of the safety project – despite knowing about its rape problem – was driven by the desire to reduce operating expenses, reflecting a deliberate decision by Match Group to prioritize profit over safety.

205. Among the most damning revelations in the Dating App Report was that Match Group had known since at least 2016 which “users have been reported ‘for drugging, assaulting or raping their dates, according to internal documents,’” yet took no meaningful action to prevent these individuals from continuing to use the platforms.

206. The Dating App Report found that Match Group was obsessed with financial metrics and found them diametrically opposed to user safety. For example, the journalists uncovered an internal memo asking “how much would you personally pay to stop just one person being sexually assaulted by a date, one child being trafficked or one vulnerable person being driven to suicide by a predator? I feel that if I asked members of our staff that question individually, they would put a high value of their own money on it – but as a group nobody is ready to hear that yet.”

207. Match Group willfully or recklessly misrepresented and omitted material facts to its members about known safety issues, including its inability to effectively ban dangerous users from the platforms.

IV. Match Group’s Safety Features are Defective and Inferior to its Competitor

208. Because Match Group monopolizes dating apps, Hinge’s only competitor not owned by Match Group is Bumble.

209. Hinge’s safety features are inferior to Bumble despite Bumble being a significantly smaller and newer company than Match Group.

210. For example, when a man unmatches a woman in the Bumble App, Bumble notifies the woman and gives her an option to report. Conversely, when a man unmatches a woman on Hinge, his profile and their entire chat history disappears and so does his profile.

211. Further, when a man unmatches with a woman on Hinge, the in-app option to report him disappears.

212. The in-app reporting feature on Hinge is available only between active matches. An offender can easily unmatch with a victim before the victim reports an incident. Once unmatched, the reporting option disappears.

213. The disappearing in-app reporting feature creates a safety gap because once a member sexually assaults another member and subsequently unmatched them, it forces the victim to search Hinge's site for alternative reporting solutions, lowering the likelihood that the offender will be reported and removed. It also eliminates the chance for the victim to provide photos and messaging evidence to local law enforcement.

214. Sometimes victims themselves unmatch/block offenders because they are scared, traumatized, and/or humiliated, inadvertently losing the abuser's messaging thread and profile as supporting evidence. Hinge does not warn users of this potential loss and the inability to recover this data as a result of unmatching/blocking another user.

215. Unlike Hinge, Bumble also has safety pop-ups. For instance, when a female user enters her phone number into the Bumble chat function, Bumble detects it and prompts the user to consider whether she actually feels comfortable sharing her number. Hinge never similarly intervenes.

V. Match Group Does Not Deploy the Same Safety Tools Across Their Own Platforms

216. Hinge lacks some of the basic safety features that Match Group provides in other Match Group dating applications.

217. The Markup's investigative journalists interviewed former Match Group employee Michael Lawrie, who shaped and led a safety team for OkCupid.¹⁰

218. Lawrie and his team introduced tools to fix the shortcomings of Sentinel, the primary safety system used by Match Group.

219. One such proactive tool could automatically ban a profile that was linked to a phone number, photo, video, or URL that had been previously banned – even if the user made an account with a different email or IP address. This tool would not allow profiles of members to resurface after they had already been reported, investigated, and banned.¹¹

220. Lawrie was frustrated that Match Group never built a skilled, experienced investigative unit for their other brands, including Hinge, like the one he led at OkCupid. He eventually left the company in 2022.¹²

¹⁰ See *id.*

¹¹ See *id.*

¹² See *id.*

VI. Match Group Defendants Knowingly Caused More Women to be Violently Raped Every Year

221. Over half of all adults under 30 have used dating apps.¹³
222. The shift to connecting with romantic prospects via dating apps poses unique safety concerns.
223. Prior to online dating, people met romantic prospects organically through family, friends, and real-world encounters. The real-world connections helped vet potential prospects.
224. The social and real-world connections to potential dates reduce danger because even somebody with the proclivity to rape would be deterred because of the consequences of getting shunned or caught by people in common.
225. A high percentage of violent sexual predators use dating apps.¹⁴
226. Sexual assault is a significant problem in the United States.
227. According to the Centers for Disease Control and Prevention, one in three women will experience sexual violence in their lifetime, and one in four women will experience rape or attempted rape.¹⁵
228. The actual number of assaults is likely magnitudes higher because an estimated two-thirds of sexual assaults are not reported to law enforcement (US Department of Justice, 2020).¹⁶
229. Hinge and Tinder (and their parent companies) have been on notice for years that previously reported and banned rapists continue to use their products to match with unsuspecting victims for in-person dates, and that these matches result in the inevitable and avoidable rape of thousands of Hinge and Tinder users.
230. According to a three-year study in the United States of 3,413 people who had reported a sexual assault, at least eight percent of all reported sexual assaults occurred on a first date with somebody met through a dating app.¹⁷

¹³ Emily A. Vogels & Colleen McClain, *Key Findings About Online Dating in the U.S.*, Pew Research (Feb. 2, 2023), <https://www.pewresearch.org/short-reads/2023/02/02/key-findings-about-online-dating-in-the-u-s/>.

¹⁴ A. Gunnoo, M. Jackson & L.L. Saling, *The Dark Triad, Dating App Use and Online Disinhibition Positively Predict Technology-Facilitated Sexual Violence Perpetration*, 0 J. Criminology 0 (2024).

¹⁵ Centers for Disease Control & Prevention, *About Sexual Violence* (Jan. 23, 2024), <https://www.cdc.gov/sexual-violence/about/index.html>.

¹⁶ Bureau of Justice Statistics, *Criminal Victimization, 2022* (with data file download), National Crime Victimization Survey (NCJ 307089), at *Criminal Victimization* Tbls. (Nov. 2023), <https://bjs.ojp.gov/media/65271/download>.

¹⁷ J.L. Valentine, L.W. Miles, K. Mella Hamblin & A. Worthen Gibbons, *Dating App Facilitated Sexual Assault: A Retrospective Review of Sexual Assault Medical Forensic Examination Charts*, 38 J. Interpersonal Violence 6298 (2023).

231. The research comparing dating app sexual assaults versus non-dating app sexual assaults reveals significantly different patterns.

232. ***One hundred percent (100%)*** of the perpetrators were men when dating apps were involved.

233. Dating app sexual assaults involved significantly more injuries and violence. Half of the dating app sexual assault victims experienced anogenital injuries, compared to 38 percent of non-dating app sexual assaults, and nearly one-third reported strangulation during the assault.

234. Condom use is almost double in dating app sexual assaults, suggesting the perpetrator was prepared to have sex regardless of the victims' consent.

235. Research confirms that dating profiles can easily be designed for dangerous people to appear likeable and mild-mannered as a ruse to attract vulnerable potential victims for in-person encounters.

236. The nudging, recommendations, scarcity creation, and gamified rewards features on Hinge work hand-in-hand with perpetrators to create a confluence of conditions manipulating victims into trusting the app's known dangerous users and agreeing to an in-person date with them.

237. Hinge knowingly provides the hunting grounds for violent sexual perpetrators to access victims.

238. Research shows that a primary motivation for female dating app usage is for self-validation.¹⁸ It notes that the use of external validation on the apps such as flattery and positive messages make people more likely to arrange an in-person meeting with somebody who turns out to be dangerous.

239. In March 2020, ProPublica published an article detailing the prevalence of dating app facilitated sexual assault and the extreme dangers posed by dating apps, like Hinge, when they do not undertake efforts to keep reported rapists from repeatedly re-registering even after they have been reported and banned from using the product.¹⁹

240. Later that year, in September 2020, Tracey Breeden was hired as Match Group's head of safety and social advocacy.²⁰

¹⁸ G. Bonilla-Zorita, M.D. Griffiths & D.J. Kuss, *Dating App Use and Wellbeing: An Application-Based Pilot Study Employing Ecological Momentary Assessment and Objective Measures of Use*, 20 Int'l J. Environ. Res. Pub. Health 5631 (2023).

¹⁹ Elizabeth N. Picciani, *He Sexually Assaulted Her After They Met on Bumble. Then She Saw Him on Tinder. Then Hinge*, ProPublica (Mar. 9, 2020), <https://www.propublica.org/article/he-sexually-assaulted-her-after-they-met-on-bumble-then-she-saw-him-on-tinder-then-hinge>

²⁰ Emily Elena Dugdale & Hanisha Harjani, *Dating App Cover-Up: How Tinder, Hinge, and Their Corporate Owner Keep Rape Under Wraps*, The Markup (Feb. 13, 2025), <https://themarkup.org/investigations/2025/02/13/dating-app-tinder-hinge-cover-up>.

241. Then-CEO Shar Dubey shared, “With Tracey coming on board, we are reaffirming our commitment not just to be safety leaders in the dating space, but across the entire tech sector.”²¹

242. Breeden’s team attracted public attention for its new safety measures, which included forming a partnership with Garbo, a startup that offered low-cost background checks that launched on Tinder – one of Match Group’s brands – in 2022.²²

243. However, experts noted that background checks are not always reliable as they pull from outdated databases with incomplete information, and research suggests that most people who commit sexual abuse do not encounter the criminal justice system.²³

244. In January 2023, news outlets reported that a violent criminal on-the-run was using dating apps, including Hinge, to lure victims using their location. A representative for Hinge stated that they were looking for the violent criminal on their dating app by searching his name, but Hinge failed to provide any warning or safety notice to users in the same vicinity that a known, dangerous person was actively using the dating app as a hunting ground.

245. Other online discussions indicate that Hinge has long been aware that serial rapists are using the app to sexually assault users, even after they were reported for abuse and rape using the app’s report function.

- “Sexually Assaulted by a Guy I Met on Hinge” (where Hinge user described being sexually assaulted on a Hinge date, then being unable to report the abuser because she had been unmatched from him).
- “Feeling frustrated after being assaulted on date” (where Hinge user described being assaulted on a Hinge date, then being unable to report the abuser because she had been unmatched from him).
- “Does reporting someone on Hinge actually do anything?” (where Hinge user saw her abuser on Hinge as a suggested match for her *three times* after she had reported him for assault).

246. As repeated by countless voices of victims of dating-app-facilitated sexual assault, Hinge knows that when an abusive user is reported and “banned,” the same abusive user can easily and immediately create another account using their real name, same identifying details, and same photographs as before, without any interference from Hinge.

247. Match Group also explicitly allows users banned on one Match Group platform to create accounts on others with the exact same name, birthday, and profile photos used on their banned accounts. For instance, when a person creates an account on Hinge, they must confirm they have not been banned on Hinge. Match Group does not care if for instance, the same person has been banned for violent behavior on Tinder, OkCupid, or Plenty of Fish. Thus, a known offender can create new profiles across multiple Match Group products without violating the company’s terms of use.

²¹ *Id.*

²² *See id.*

²³ *Id.* (citing to <https://rainn.org/statistics/criminal-justice-system>).

248. As of February 2025, The Markup’s own testing on Match Group apps shows that this defective design still exists.²⁴

249. Match Group is disincentivized from removing even known predators. According to Match Group’s 2025 10-K, the biggest business risk is user retention.²⁵ Match Group is obsessed with retention and growth at any cost, even if that means letting rapists use its product to rape.

250. Match Group is only concerned about the risk of “inappropriate actions by certain of our users” to the extent that it could damage its brand image and thus adversely impact revenue.²⁶

VII. Hinge and Tinder Continued to Welcome Dr. Stephen Matthews on Their Platforms After Knowing He was Raping Members in the Denver Area

251. On September 28, 2020, a 33-year-old woman met a Denver cardiologist, Dr. Stephen Matthews, on Hinge. They went on a first date at a park in Denver’s Uptown neighborhood and then walked to his nearby apartment. Once they arrived at his apartment, he made the woman a drink that she recalls tasting off. She woke up hours later naked on the doctor’s floor. She had blacked out. The woman told friends and family and immediately went to a Denver hospital for a rape exam. The exam revealed the two had sexual intercourse.²⁷

252. Following the incident, the woman sent an email to Hinge writing “I was raped . . . after a first date with an individual I met and communicated with via Hinge.”²⁸

253. On September 29, 2020, Hinge’s Trust & Safety team responded, “We received your report . . . It is currently being addressed and acted on by our team. We take abuse reporting very seriously, and we’ll be taking immediate steps.”

²⁴ Emily Elena Dugdale & Hanisha Harjani, *Dating App Cover-Up: How Tinder, Hinge, and Their Corporate Owner Keep Rape Under Wraps*, The Markup (Feb. 13, 2025), <https://themarkup.org/investigations/2025/02/13/dating-app-tinder-hinge-cover-up>.

²⁵ See 2025 10-K, e.g., “If we fail to retain users or add new users, or if our users do not convert to paying users, our revenue, financial results and businesses may be significantly harmed.” “The size of our base is critical to our success.” “Our financial performance has thus been and will continue to be significantly determined by our success in adding and retaining users of our services and converting users into paying subscribers or in-app purchases.” “If we are unable to maintain or increase the size of our user base, our revenue and other financial results may be adversely affected.”

²⁶ See 2025 10-K, “Inappropriate actions by certain of our users could be attributed to us and damage our brands’ reputations, which in turn could adversely affect our business.” “Users of our service have been and may in the future be, physically financially, emotionally or otherwise harmed by other individuals that such users met or may meet through the use of one of our services. When one or more of our users suffers or alleges to have suffered any such harm, we have in the past, and could in the future, experience negative publicity or legal action that could damage our reputation and our brands.”

²⁷ *Doctor charged in alleged January date rape accused of same offense in 2020*, CBS News Colorado (May 2023), <https://www.cbsnews.com/colorado/news/doctor-charged-alleged-january-date-rape-accused-same-offense-2020/>

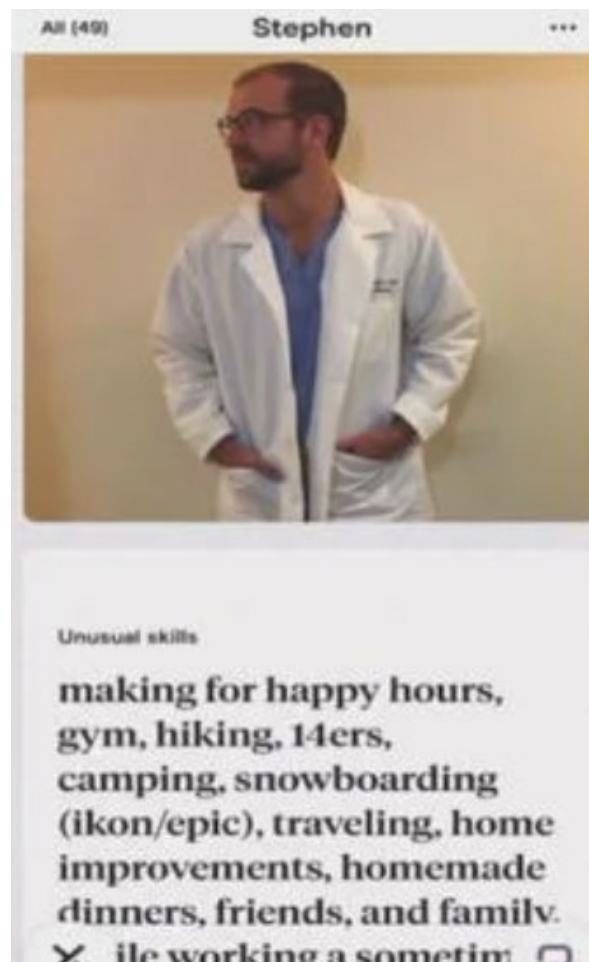
²⁸ *Evidence Shows Denver Cardiologist Remained on Dating App for Nearly 3 Years After Rape Allegation*, CBS Colorado (Apr. 27, 2023), <https://www.cbsnews.com/colorado/news/denver-evidence-cardiologist-remained-dating-app-3-years-rape-allegation/>. CBS News.

254. Three months later, Hinge again recommended Dr. Matthews to the same woman.

255. On January 30, 2021, the woman sent another message to Hinge, “This is the second time I am reporting this. I was raped and subsequently hospitalized after a first date with an individual I met and communicated with via Hinge. He still exists within your ecosystem and is posing as a potential threat to other women within the Hinge community.”

256. The woman attached a link to Matthews’ Hinge profile which showed a man in a doctor’s coat with username “Stephen.”

257. His profile said he was skilled at “making for happy hours, gym, hiking, 14ers, camping, snowboarding (ikon/epic), traveling, home improvements, homemade dinners, friends, and family.”



258. Thirty minutes later, a representative from Hinge responded, “I see that you reported this person in September 2020 and we permanently banned him from Hinge on the same day. It appears that he created a new account using completely different login credentials. We have now permanently banned that account and taken additional steps to ensure that he permanently stays of Hinge.”

259. However, Hinge did not “permanently ban” Matthews. In fact, Hinge did the opposite by continuing to welcome **and promote** Matthews as a member.

260. Upon information and belief, Hinge did not take any additional steps to ensure Matthews “permanently stays off Hinge.”

261. After knowing Matthews drugged and raped its members, Hinge continued to recommend him to scores of women, whom he then drugged and raped.

262. Hinge also recommended scores of innocent women to Matthews so he could pick and choose his next victims to drug and rape.

263. Matthews was first reported to Hinge by no later than September 2020. Despite this report and Hinge’s representation that Matthews had been banned from the app, Matthews continued to use Hinge to lure, drug, and rape women through March 2023.

264. Matthews was concurrently using Tinder to meet women to drug and rape them.

265. Hinge and Tinder failed to remove Matthews from their platforms.

266. Hinge and Tinder also failed to cross-report Matthews within Match Group’s suite of products.

267. In March 2023, Matthews was arrested by Denver police after a woman reported that she matched with Matthews on Hinge and was later drugged and raped by him on January 29, 2023. After that, more and more victims came forward.

268. In August 2024, a Denver jury convicted Stephen Matthews of 35 counts related to the drugging and/or sexual assault of 11 women between 2019 and 2023 who he met on dating apps.²⁹ Matthews was sentenced to a minimum of 158 years in prison.

269. All the cases involved Matthews using Hinge (and sometimes, Tinder) to find women. He typically scheduled a midday date and then created a ruse involving his dog for why he needed to stop at his apartment. Matthews would provide the woman a drink containing unknown pharmaceutical drug(s). They would play Jenga, she would pass out, and then he would rape her. This happened repeatedly. Upon information and belief, he often took pictures of the women naked and, on at least one occasion, took a video. He would then kick the women out, often encouraging them to drive home when they were blacked out. Some women remember Matthews asking them to choose a Jenga block to sign their name to and recalled seeing many names on the other blocks.

270. The number of Matthews’ known victims is believed to be in the dozens, but the actual number could easily reach into the hundreds.

²⁹ Denver Dist. Att’y’s Office, *Convicted Rapist Stephen Matthews Sentenced to 158 Years to Life in Prison* (Oct. 25, 2024), <https://www.denverda.org/news-release/convicted-rapist-stephen-matthews-sentenced-to-158-years-to-life-in-prison/>.

271. Plaintiffs are six of those women.

VIII. Match Group's Platform, Tinder, Recommends Jane Doe 1 to Rapist Stephen Matthews

272. In December of 2019, Jane Doe 1 matched with Matthews on one of Match Group's dating platforms, Tinder.

273. On or about December 30, 2019, Jane Doe 1 and Matthews exchanged phone numbers through Tinder and began texting each other.

274. On January 14, 2020, Jane Doe 1 and Matthews agreed to meet each other at the Horseshoe Lounge located at 414 East 20th Ave., Denver, Colorado, for a "meet and greet".

275. Jane Doe 1 and Matthews had one beer while both remained seated at the table.

276. Jane Doe 1 and Matthews ordered a second beer at the bar and Jane Doe 1 watched the bartender fill her glass from the tap.

277. Jane Doe 1 and Matthews brought their drinks back to their table. Then, Jane Doe 1 went to the restroom. After a short time, she rejoined Matthews at the table.

278. After returning to the table, Jane Doe 1 noticed that Matthews' demeanor changed, and he stopped speaking to her. She also began to feel cognitively impaired.

279. Matthews moved to sit next to Jane Doe 1 and put his arm around her. The conversation between the two had stopped.

280. The next thing Jane Doe 1 remembers is lying on Matthews' couch at his apartment. She recalls Matthews kissing her face and neck and forcing his hands down her pants and into her body.

281. Jane Doe 1 had no capacity to consent.

282. Matthews drugged and sexually assaulted Jane Doe 1.

283. Jane Doe 1 has no other memory of that evening. She woke up in her own bed at her own home.

284. Jane Doe 1 has no memory of leaving Matthews' apartment or going to her own residence.

285. There was no one in Jane Doe 1's home when she woke up except for her dog. Her car was parked in the garage.

286. The next day, Matthews began texting Jane Doe 1, asking if she got home okay. Jane Doe 1 responded that she did. Matthews then continued texting her, wanting to go out again. She did not respond to those text messages.

287. Jane Doe 1 continues to suffer severe physical, emotional, and mental trauma following her assault by Matthews.

IX. Hinge Recommends Jane Doe 2 to Known Rapist Stephen Matthews

288. In approximately September of 2020, Hinge recommended Jane Doe 2 to Matthews.

289. After exchanging messages on Hinge for a day or two, Jane Doe 2 and Matthews planned a hike for the next Saturday.

290. Jane Doe 2 asked for Matthews' last name so she could review his background beforehand, especially since it was a hiking date.

291. That Saturday, Jane Doe 2 picked up Matthews from his apartment who also brought along his dog. On the drive up to the hike, Matthews put his hand on Jane Doe 2's leg.

292. During the hike, Matthews would patiently pause and wait for Jane Doe 2 to continue together. Jane Doe 2 believed Matthews to be kind and respectful.

293. After they were done with the hike around 2 PM, they got back into Jane Doe 2's car and Matthews invited her to his pool. Matthews told her that she could borrow a bathing suit that his cousin left behind.

294. At his apartment, Matthews made Jane Doe 2 what he referred to as his "signature margarita." While he was making the cocktails, Matthews encouraged Jane Doe 2 to look at the views from the balcony.

295. Jane Doe 2 took a few sips but didn't enjoy it as the drink was very strong. When Matthews noticed that she wasn't drinking it, he asked if she wanted something else. She stated that she wasn't in the mood for mixed drinks, so he suggested they take a shot of tequila instead. She agreed.

296. Shortly after, Jane Doe 2 felt disoriented. Matthews started aggressively kissing her in his bedroom and immediately pulled down her pants. Jane Doe 2 tried to keep them up, but Matthews continued and started giving her oral sex. She began crying, saying no. Matthews stopped.

297. Afterwards, Matthews encouraged Jane Doe 2 to come down to the pool with him. She agreed.

298. On the way down to the pool, Matthews brought two sippy cups with lids that had spiked seltzer. At the pool, Jane Doe 2 still felt very disoriented and started to cry which was unlike her. A female friend of Matthews was there, and she sat by Jane Doe 2 to console her.

299. Jane Doe 2 doesn't remember going back to Matthews' apartment after the pool. Her next memory though was taking a shower there. She rested her face on the shower wall because

she was unable to hold herself up. She continued to cry so Matthews suggested she take a nap in his bed.

300. Still in just a towel, Jane Doe 2 fell asleep on Matthews' bed.

301. Jane Doe 2 remembers Matthews pulling her legs down while she was on the bed taking a nap. At one point, he dragged her into the hallway or closet in his apartment. Jane Doe 2 recalls his hands on her face and her squirming under him.

302. Matthews drugged and sexually assaulted Jane Doe 2.

303. A few hours later, Matthews woke her up and said he was going to his friend's birthday gathering and that she was welcome to come if she wanted or she could go home.

304. Jane Doe 2 called an Uber and sobbed the entire ride home. That night, Jane Doe 2 violently vomited and was extremely dizzy. She was unable to walk straight down the hallway and kept stumbling around.

305. Jane Doe 2 felt embarrassed of how the rest of the date went and texted Matthews stating that she wasn't interested in continuing to see him. Matthews asked for photos of him and his dog that she took during the hike, so she texted him those photos.

306. Jane Doe 2 continues to suffer severe physical, emotional, and mental trauma following her assault by Matthews.

X. Hinge Recommends Jane Doe 3 to Known Rapist Stephen Matthews

307. In approximately the Spring of 2021, Hinge recommended Jane Doe 3 to Matthews, and Matthews to Jane Doe 3.

308. Jane Doe 3 was a paying member of Hinge.

309. On the day of her assault, Jane Doe 3 drove to Matthews' home in the early afternoon, where they hung out with his dog on the balcony. Matthews poured Jane Doe 3 a shot of tequila, which she drank.

310. After drinking the tequila, Jane Doe 3 blacked out.

311. When she awoke early the next morning, she was back at home.

312. Jane Doe 3 has no recollection of returning home across town. Her car was crookedly parked in her reserved parking space outside her home.

313. She felt disoriented and hungover.

314. Jane Doe 3 believes Matthews had sex with her while she was incapacitated.

315. Matthews drugged and upon information and belief, sexually assaulted Jane Doe 3.

316. For years, Jane Doe 3 blamed herself.

317. Jane Doe 3 continues to suffer severe physical, emotional, and mental trauma following her assault by Matthews.

XI. Hinge Recommends Jane Doe 4 to Known Rapist Stephen Matthews

318. In approximately Fall of 2022, Hinge recommended Jane Doe 4 to Matthews.

319. Jane Doe 4 and Matthews exchanged messages for a few days and set up a brief first date to meet at a park.

320. On the afternoon of October 27, 2022, Jane Doe 4 met Matthews for the first time at Hirshorn Park located in Denver, Colorado.

321. Matthews arrived at the park with two “Yeti” cups and offered one to Jane Doe 4. Matthews told her it was a cider drink.

322. After approximately 40 minutes, Jane Doe 4 began feeling woozy.

323. Matthews asked if Jane Doe 4 wanted to go to his place which was within walking distance of the park. Jane Doe 4 agreed to go with Matthews to his home.

324. Once at Matthews’ home, Matthews offered Jane Doe 4 a tequila shot, which she took.

325. Jane Doe 4 began feeling very “drunk” at this point, despite having only two drinks.

326. The last thing Jane Doe 4 remembered was Matthews kissing her.

327. Jane Doe 4’s memory of the time she spent at Matthews’ apartment is foggy. Jane Doe 4 recalls throwing up at some point. Jane Doe 4 believes she may have blacked out as she does not remember much from the approximately three hours spent at Matthews’ apartment.

328. Jane Doe 4 believes Matthews had sex with her while she was incapacitated.

329. Jane Doe 4’s friends knew she was meeting with Matthews and used the iPhone GPS tracking app, Find My, to follow her location. They checked Jane Doe 4’s location at 4:57 P.M., 6:50 P.M., and 7:29 P.M. with no response from Jane Doe 4. The app indicated that she was at Matthews’ home.

330. Jane Doe 4’s friends sent numerous text messages to her that went unanswered.

331. At approximately 8:41 P.M. Jane Doe 4 was picked up by an Uber and dropped off at her apartment at approximately 8:47 P.M.

332. Jane Doe 4 has no recollection of arranging the Uber, the ride home, how she entered her apartment, responding to her friends’ frantic texts later that evening, or having a FaceTime call with her friends later that evening.

333. The next morning, Jane Doe 4 attempted to get up for work but continued to have vomiting episodes.

334. Matthews drugged and sexually assaulted Jane Doe 4.

335. Jane Doe 4 continues to suffer severe physical, emotional, and mental trauma following her assault by Matthews.

XII. Hinge Recommends Jane Doe 5 to Known Rapist Stephen Matthews

336. In or about October 2022, Hinge recommended Jane Doe 5 to Matthews, and Matthews was recommended to her.

337. The two met in a public park.

338. He brought his adorable dog.

339. Matthews suggested they get brunch, but first, he said, he wanted to drop off his dog at his townhouse nearby.

340. Once inside, Jane Doe 5 used Matthews' bathroom. When she came out, Matthews was making Bloody Mary's. She drank one. After she had her Bloody Mary, she remembers playing cornhole.

341. Jane Doe 5 next remembers vomiting and that Matthews was kissing her mouth even though she was sick and going in and out of consciousness.

342. She remembers being in Matthews' bed with her pants off and him performing oral sex on her. She remembers that he pushed hard on her ribs. She felt like she was suffocating. His hand was on her throat at some point.

343. Jane Doe 5 has no recollection of getting in her car and driving home, but somehow, she did.

344. Matthews drugged and sexually assaulted Jane Doe 5.

345. Her texts that she sent to friends during the date made no sense.

346. After the assault, Matthews had immediately "unmatched" with her, destroying their messages along with Jane Doe 5's ability to report him.

347. Jane Doe 5 continues to suffer severe physical, emotional, and mental trauma following her assault by Matthews.

XIII. Hinge Recommends Jane Doe 6 to Known Rapist Stephen Matthews

348. Jane Doe 6 began using Hinge in approximately 2020 when she was 19 years old. Jane Doe 6 only used the free version of Hinge.

349. On or about January 7, 2023, Hinge recommended Jane Doe 6 to Matthews, and Matthews was recommended to her. Upon information and belief, Matthews sent Jane Doe 6 a “rose,” and they matched.

350. Jane Doe 6 was 22 at the time.

351. Matthews’ pictures on Hinge showed him in a lab coat. His profile said his name was Stephen and that he was a cardiologist.

352. Jane Doe 6 recalls Matthews also had a picture of either him and his dog or just his dog as well as a picture of him outdoors.

353. Jane Doe 6 and Matthews planned a dinner date for January 15, 2023, and exchanged several texts off the app the week prior.

354. On January 13, 2023, Jane Doe 5 had just finished interviewing for a new job as a Pilates instructor and was at Federales visiting her friend who worked at the bar/restaurant.

355. While Jane Doe 6 was eating at the bar and visiting with her friend, she received a text from Matthews.

356. Matthews convinced Jane Doe 6 to leave Federales and come to his place in the Highlands neighborhood.

357. Matthews ordered Jane Doe 6 an Uber to his house at approximately 7:25 pm.

358. Matthews had a shot of alcohol waiting for Jane Doe 6 when she arrived. Matthews gave Jane Doe 6 a second shot of alcohol soon thereafter.

359. Jane Doe 6 recalls being in Matthews’ bedroom and kissing him but has no memory after that.

360. Jane Doe 6’s next memory was being yelled at by an Uber driver. She found herself covered in vomit and the crotch of her leggings was cut out or ripped.

361. She later learned that Matthews had ordered her an Uber ride home, and the screenshots on her phone indicated that she left his house in the Uber at approximately 8:45 p.m. Jane Doe 4 was at Matthews house for approximately one hour.

362. A screenshot from Jane Doe 6’s home security camera shows her arriving home at 8:59 p.m.

363. When Jane Doe 6 woke early the next morning, she observed a big laceration on her forehead. She found the underwear and sports bra she had been wearing the night prior in her bag. Her underwear had apparently been cut off or ripped at the crotch area.

364. After waking the next day, Jane Doe 6 texted Matthews expressing deep concern about what happened. Matthews feigned concern and suggested she come to Lakewood Hospital where he worked to get checked out.

365. After the assault, Jane Doe 6 unmatched Matthews on Hinge and then later deleted her profile.

366. Matthews drugged and sexually assaulted Jane Doe 6.

367. The Denver DA contacted Jane Doe 6 on June 14, 2023 because they had identified her as a victim from texts and a video found on Matthews' phone depicting her being assaulted.

368. At the time that Jane Doe 6 was recommended to Matthews on Hinge, Matthews was using the same username and profile photos that were published in the news article about the woman who had reported him in 2020—when Hinge claimed he had been “permanently banned.”

369. Jane Doe 6 continues to suffer severe physical, emotional, and mental trauma following her assault by Matthews.

DAMAGES

370. As a result of Defendants' wrongful conduct, Plaintiffs were drugged and raped by Stephen Matthews, a known rapist.

371. Plaintiffs suffered, continue to suffer, and will suffer into the future, physical and psychological injuries.

372. All these injuries have caused and will cause Plaintiffs compensatory and non-economic damages, the exact amount of which is to be determined by a jury at trial.

373. IAC, Match Group and Hinge acted with outrageous indifference to a highly unreasonable risk of harm and with a conscious indifference to the health, safety, and welfare of its users – including Plaintiffs.

FIRST CLAIM FOR RELIEF

Strict Product Liability – Defective Design of Hinge **(Against Defendants IAC, Match Group, Hinge)**

374. Plaintiffs reallege and incorporate by reference the allegations set forth in this Complaint as if fully set forth herein.

375. IAC controls Match Group's Board and thus retains controlling influence over Match Group's strategic and financial decisions, including those related to the design of its dating platforms like Hinge.

376. At all pertinent times, IAC, Match Group and Hinge designed, manufactured, constructed, formulated, installed, prepared, assembled, tested, packaged, or labeled Hinge, and it was engaged in the business of distributing and selling Hinge and other dating-app platforms.

377. At all pertinent times, IAC, Match Group, and Hinge have been the seller and designer of Hinge and other dating-app platforms and sold Hinge to Plaintiffs and the public.

378. IAC, Match Group, and Hinge designed a product that is hospitable to rapists, creating a high probability that rapists will use the product and have an in-person and likely private meeting with an unsuspecting and unguarded victim, subjecting them to severe physical, sexual, and/or emotional harm.

379. Hinge was defective and unreasonably dangerous at the time it left IAC's, Match Group's, and Hinge's control, making it unsafe for its intended use.

380. Hinge is defective in failing to effectuate its bans on known dangerous users.

381. Hinge is defective because it fails to provide proper instructions for the use of Hinge to its users.

382. Hinge has a defective reporting infrastructure. Individuals wishing to report abuse on Hinge cannot do so in an easily accessible way. Hinge's reporting function for abusers has disadvantages – members cannot report individuals who unmatched with them, and members lose their chat log evidence with those who unmatch with them. Hinge's reporting function lags behind its peers.

383. Hinge is defective because its algorithm recommends unsuspecting, innocent members to rapist members, and rapist members to unsuspecting, innocent members for in-person encounters resulting in rape.

384. Hinge is defective because its Most Compatible feature and Standout feature each rely on algorithms that affirmatively promote dangerous strangers.

385. Hinge is defective because Hinge's features of targeted and individualized recommendations, urgency tactics, scarcity creation, social proofing, gamification, anchoring, buy-in, positive feedback loops, and behavioral nudges influence members to make them more vulnerable to predators.

386. Hinge is defective because Hinge members are not aware they are being exposed to Hinge's strategies that make them more vulnerable to predators.

387. As discussed herein, Hinge is defective, including because:

- a. It is neither useful or desirable to release into commerce a product that facilitates sexual assault or that lacks basic features to ban known sexual predators;
- b. The product is not safe as currently designed because it is accommodating not just to predators but to *known* predators;
- c. Safer alternative designs and substitute products are available which would meet the same need but not safer;

- d. Match Group could fix the unsafe character of the product by implementing safer alternative designs without impairing its usefulness or making it too expensive to maintain its utility;
- e. Members are not currently able to avoid danger by the exercise of care in the use of the product;
- f. Members cannot be expected to be aware of the dangers inherent in the product and their avoidability, because the condition of the product is not known by the general public or obvious, nor are there suitable warnings or instructions;
- g. Members were targeted and manipulated by Hinge's features, including individualized recommendations, urgency tactics, scarcity creation, social proofing, gamification, anchoring, buy-in, positive feedback loops, and behavioral nudges which influence members, making them even more vulnerable to predators; and
- h. IAC, Match Group, and Hinge may feasibly spread the loss by setting the price of the product or carrying liability insurance.

388. Hinge, IAC, and Match Group have actual knowledge of a defect in the product.

389. Hinge, IAC, and Match Group have long known predators populate Hinge and have claimed to have the technology to ban those users, but this technology does not exist at Hinge, is not fully implemented by Hinge, or does not operate effectively.

390. Hinge was expected to, and did, reach the user or consumer without substantial change to the condition in which it is sold.

391. Hinge was defective at the time it was sold, distributed, or provided to Plaintiffs.

392. Hinge was used by Plaintiffs and predators alike in a manner or for a purpose that was intended and which could have reasonably been expected.

393. Plaintiffs were reasonably expected to download, purchase, and use Hinge and be affected by the defective design.

394. Plaintiffs incurred injury and sustained damages caused by the defects in the product.

395. The frequency of predators using Hinge was so common and so tolerated by Hinge, IAC, and Match Group that their technical use of the product as a hunting ground can hardly be considered a misuse.

396. Through its design, it is foreseeable that Hinge is often used by predators to lure vulnerable women into private, offline, and potentially violent interactions, as illustrated herein.

397. All the risks and safer alternative designs discussed herein were known or knowable to the Match Defendants in light of generally recognized and prevailing scientific and technical knowledge available at the time of the creation and distribution of the Hinge app.

398. Even after Plaintiffs downloaded, installed, and used the Hinge app, Match Defendants could have easily implemented safer alternative designs by requiring its users to update the app.

399. Hinge is unreasonably dangerous for foreseeable users because its defective design creates a risk of harm to users that would not ordinarily be expected.

400. Hinge is unreasonably dangerous for foreseeable users because its defective design creates a risk of serious harm that outweighs the potential benefits achieved from its defective design.

401. As a direct and proximate cause of the defects discussed herein and Hinge's design, manufacture, construct, formulation, installation, preparation, assembly, testing, packaging, labeling, selling, and/or failure to warn or instruct, Plaintiffs have suffered and will continue to suffer injuries, damages, and harms.

SECOND CLAIM FOR RELIEF

Strict Product Liability – Defective Design of Tinder **(Against Defendants IAC, Match Group, Tinder)**

402. Plaintiffs reallege and incorporate by reference the allegations set forth in this Complaint as if fully set forth herein.

403. IAC controls Match Group's Board and thus retains controlling influence over Match Group's strategic and financial decisions, including those related to the design of its dating platforms like Tinder.

404. At all pertinent times, IAC, Match Group, and Tinder designed, manufactured, constructed, formulated, installed, prepared, assembled, tested, packaged, or labeled Tinder, and were engaged in the business of distributing and selling Tinder and other dating-app platforms.

405. At all pertinent times, IAC, Match Group, and Tinder have been the seller and designer of Tinder and other dating-app platforms and sold, distributed, or provided Tinder to Plaintiffs and the public.

406. IAC, Match Group, and Tinder designed a product that is hospitable to rapists, creating a high probability that rapists will use the product and have an in-person and likely private meeting with an unsuspecting and unguarded victim, subjecting them to severe physical, sexual, and/or emotional harm.

407. Tinder was defective and unreasonably dangerous at the time it was sold, distributed, or provided to Plaintiffs, making it unsafe for its intended use.

408. Tinder is defective in failing to effectuate its bans on known dangerous users.

409. Tinder is defective because it fails to provide proper instructions for the use of Tinder to its users.

410. Tinder has a defective reporting infrastructure. Individuals wishing to report abuse on Tinder cannot do so in an easily accessible way. Tinder's reporting function for abusers is defective – members cannot report individuals who unmatched with them including because members lose their chat log evidence with those who unmatched with them. Tinder's reporting function lags behind its peers.

411. Tinder is defective because its algorithm recommends unsuspecting, innocent members to rapist members, and rapist members to unsuspecting, innocent members for in-person encounters resulting in rape.

412. Tinder is defective because its features each rely on algorithms that affirmatively promote dangerous strangers.

413. Tinder is defective because Tinder's features of targeted and individualized recommendations, urgency tactics, scarcity creation, social proofing, gamification, anchoring, buy-in, positive feedback loops, and behavioral nudges influence members to make them more vulnerable to predators.

414. Tinder is defective because Tinder members are not aware they are being exposed to Tinder's strategies that make them more vulnerable to predators.

415. As discussed herein, Tinder is defective, including because:

- a. It is neither useful or desirable to release into commerce a product that facilitates sexual assault or that lacks basic features to ban known sexual predators;
- b. The product is not safe as currently designed because it is accommodating not just to predators but to *known* predators;
- c. Safer alternative designs and substitute products are available which would meet the same need but more safely;
- d. Match Group could fix the unsafe character of the product by implementing safer alternative designs without impairing its usefulness or making it too expensive to maintain its utility;
- e. Members are not currently able to avoid danger by the exercise of care in the use of the product;
- f. Members cannot be expected to be aware of the dangers inherent in the product and their avoidability, because the condition of the product is not known by the general public or obvious, nor are there suitable warnings or instructions;
- g. Members were targeted and manipulated by Tinder's features, including individualized recommendations, urgency tactics, scarcity creation, social proofing, gamification, anchoring, buy-in, positive feedback loops, and behavioral nudges influence members which made them even more vulnerable to predators; and

- h. Match Group may feasibly spread the loss by setting the price of the product or carrying liability insurance.

416. Tinder, IAC, and Match Group have actual knowledge of a defect in the product.

417. Tinder, IAC, and Match Group have long known predators populate Tinder and have claimed to have the technology to ban those users, but this technology does not exist at Tinder, is not fully implemented by Tinder, or does not operate effectively.

418. Tinder was expected to, and did, reach the user or consumer without substantial change to the condition in which it is sold.

419. Tinder was defective at the time it was sold or provided to Jane Doe 1.

420. Tinder was used by Plaintiffs, Jane Doe 1, and predators alike in a manner or for a purpose that was intended and which could have reasonably been expected.

421. Plaintiffs and Jane Doe 1 were reasonably expected to download, purchase, and use Tinder and be affected by the defective design.

422. Jane Doe 1 incurred injury and sustained damages caused by the defects in the product.

423. The frequency of predators using Tinder was so common and so tolerated by Tinder, IAC, and Match Group that their technical use of the product as a hunting ground can hardly be considered a misuse.

424. Through its design, it is foreseeable that Tinder is often used by predators to lure vulnerable women into private, offline, and potentially violent interactions, as illustrated herein.

425. All the risks and safer alternative designs discussed herein were known or knowable to the Match Defendants in light of generally recognized and prevailing scientific and technical knowledge available at the time of the creation and distribution of the Tinder app.

426. Even after Plaintiffs downloaded, installed, and used the Tinder app, IAC, Match Group, and Tinder could have easily implemented safer alternative designs by requiring users to update the app.

427. Tinder is unreasonably dangerous for foreseeable users because its defective design creates a risk of harm to users that would not ordinarily be expected.

428. Tinder is unreasonably dangerous for foreseeable users because its defective design creates a risk of serious harm that outweighs the potential benefits achieved from its defective design.

429. As a direct and proximate cause of the defects discussed herein and Tinder's design, manufacture, construct, formulation, installation, preparation, assembly, testing, packaging,

labeling, selling, and/or failure to warn or instruct, Plaintiffs have suffered and will continue to suffer injuries, damages, and harms.

THIRD CLAIM FOR RELIEF
Strict Product Liability – Failure to Warn
(Against Defendants IAC, Match Group, Tinder, and Hinge)

430. Plaintiffs reallege and incorporate by reference the allegations set forth in this Complaint as if fully set forth herein.

431. The Match Defendants knew about the serious risks associated with using Tinder and Hinge as discussed herein.

432. IAC, Match Group, Tinder, and Hinge have a duty to warn their customers of the risks with the use of Tinder and Hinge which are known to the companies.

433. IAC, Match Group, Tinder, and Hinge have a duty to warn their customers of the risks inherent in the use of Tinder and Hinge as well as a continuing duty to warn of the known dangers concerning the product subsequent to the product's sale and delivery, even if such were not known at the time of the sale.

434. IAC's, Match Group's, Tinder's, and Hinge's failure to warn or to warn adequately of the potentially dangerous propensities of Tinder and Hinge to its members rendered Tinder and Hinge unreasonably dangerous.

435. IAC, Match Group, Tinder, and Hinge failed to clearly and explicitly warn members of the risks or defects as discussed herein.

436. IAC, Match Group, Tinder, and Hinge failed to clearly and explicitly warn members that predators use Tinder and Hinge.

437. IAC, Match Group, Tinder, and Hinge failed to clearly and explicitly warn members that they are not able to ban predators, even if they are reported to Tinder and Hinge.

438. IAC, Match Group, Hinge, and Tinder failed to clearly and explicitly warn members that banned predators can easily sign up for a new account.

439. IAC, Match Group, Tinder, and Hinge failed to clearly and explicitly warn members that banned predators can easily sign up for a new account on other dating platforms owned by Match Defendants.

440. IAC, Match Group, Tinder, and Hinge failed to clearly and explicitly warn members that even though they have a method to report dangerous users and even though they claim to ban such users, Defendants do not actually ban them.

441. IAC, Match Group, Tinder, and Hinge failed to clearly and explicitly warn members how their features of targeted and individualized recommendations, urgency tactics, scarcity

creation, social proofing, gamification, anchoring, buy-in, positive feedback loops, and behavioral nudges influence members to make them more vulnerable to predators.

442. IAC, Match Group, Tinder, and Hinge failed to clearly and explicitly warn members that they knew predators were using Tinder and Hinge to find and target victims.

443. The failures to adequately warn make Tinder and Hinge unreasonably dangerous.

444. None of the specific risks of harm discussed herein would be apparent to an ordinary user of Tinder or Hinge, especially because Match Defendants represented that Tinder and Hinge were taking reasonable steps to protect users and created the false impression that they were taking safety seriously.

445. Plaintiffs reasonably relied upon the information provided—including critical information which was concealed—by IAC, Match Group, Tinder, and Hinge regarding how to safely use Tinder and Hinge.

446. If IAC, Match Group, Tinder, and Hinge had provided adequate warnings as to the defective design and serious risks of harm associated with using Tinder and Hinge, Plaintiffs would not have been injured.

447. As a direct and proximate cause of Match Group's, Hinge's, Tinder's, and IAC's failure to warn, Plaintiffs have suffered and will continue to suffer injuries, damages, and harms.

FOURTH CLAIM FOR RELIEF

Negligence

(Against Defendants IAC, Match Group, Tinder, and Hinge)

448. Plaintiffs reallege and incorporate by reference the allegations set forth in this Complaint as if fully set forth herein.

449. IAC, Match Group, Tinder, and Hinge owed a duty of care to foreseeable users like Plaintiffs, including to take reasonable measures to protect their members from and warn against known risks.

450. IAC, Match Group, Tinder, and Hinge further increased the risk of harm to Plaintiffs by implementing a variety of features to make them more susceptible to dangerous predators on Hinge. Those features included: targeted and individualized recommendations, urgency tactics, scarcity creation, social proofing, gamification, anchoring, buy-in, positive feedback loops, and behavioral nudges.

451. IAC, Match Group, Tinder, and Hinge also had a special relationship with Plaintiffs who were invitees for a commercial purpose.

452. IAC, Match Group, Tinder, and Hinge breached their duty of care to foreseeable users like Plaintiffs by failing to take reasonable measures to protect their members from and warn against known risks.

453. IAC, Match Group, Tinder, and Hinge breached their duty to Plaintiffs by subjecting them to an unreasonably dangerous product which was defectively designed, defectively manufactured, and which failed to provide adequate warnings.

454. IAC, Match Group, Tinder, and Hinge breached their duty to Plaintiffs by subjecting them to an unreasonably dangerous marketplace with dangerous offerings, i.e. Matthews.

455. As discussed herein, Match Defendants breached that duty, including by selling an unreasonably dangerous defective product and by failing to implement safer alternative designs.

456. IAC, Match Group, Tinder, and Hinge increased the risk of harm to Plaintiffs by affirmatively recommending them to a known dangerous predator and by affirmatively recommending a known dangerous predator to them.

457. IAC, Match Group, Tinder, and Hinge provide a hunting ground for predators.

458. IAC, Match Group, Tinder, and Hinge unreasonably created a foreseeable risk of harm that their platform would injure their users, including Plaintiffs.

459. IAC's, Match Group's, Tinder, and Hinge's breach caused injuries to Plaintiffs.

460. IAC's, Match Group's, Tinder, and Hinge's breach was the actual and proximate cause of Plaintiffs' injuries.

461. IAC's, Match Group's, Tinder, and Hinge's negligence was the but-for cause of Plaintiffs' injuries and a necessary component of the conduct causing their injuries.

462. The injury and harm to Plaintiffs was foreseeable because IAC, Match Group, Tinder, and Hinge knew that sexual predators use their platforms and specifically, they knew that Matthews was a sexual predator, but they recommended him to Plaintiffs (and vice versa) anyway.

463. The injury or harm to Plaintiffs (i.e. being drugged and raped) was also foreseeable because Hinge and Tinder knew Matthews had already drugged and raped other women at the time they recommended Matthews to Plaintiffs and Plaintiffs to Matthews.

464. IAC, Match Group, Tinder, and Hinge could have satisfied their obligation to Plaintiffs by implementing safer alternative designs, including the systems and operations it claims to have for bans, by warning Plaintiffs that they allow rapists to use Hinge, and by warning Plaintiffs that the individual they recommended to them – Matthews – was known to drug and rape women.

465. There is great social utility for dating apps to not facilitate the drugging and raping of women.

466. The minimal burden of taking reasonable measures to protect their members against the injury or harm falls on IAC, Match Group, Tinder, and Hinge, including because they represent that Hinge and Tinder have systems and operations to ban dangerous users; and if they in fact do

not have these systems and operations, then they are in the exclusive position of knowing those circumstances and knowing who has been reported to them as dangerous. Thus, they are best positioned to warn about dangerous members. The magnitude of the injury is so great that it justifies any burden on IAC, Match Group, Tinder, or Hinge. The consequences of placing the burden on IAC, Match Group, Tinder, and Hinge will result in fewer rapes.

467. Plaintiffs have a legally protected interest in being free from abuse.

468. As a direct and proximate result of this negligent conduct, Plaintiffs have suffered and will continue to suffer injuries, damages, and harms.

FIFTH CLAIM FOR RELIEF
Promissory Estoppel
(Against Defendants IAC, Match Group, and Hinge)

469. Plaintiffs reallege and incorporate by reference the allegations set forth in this Complaint as if fully set forth herein.

470. Defendants IAC, Match Group, and Hinge made a clear and definite promises, commitments, and representations to Plaintiffs in Hinge's Terms of Use Agreement and Membership Principles

471. Among other promises, Hinge expressly represented it takes a proactive stance to build and implement tools to "help our daters stay informed and feeling [sic] safe." Hinge represented that it is committed for its community to "feel secure" and that Hinge was "protecting them against known threats." Hinge represented that it will respond quickly to reports from users and "[w]hen alerted, we will take action to help ensure Hinge Daters are protected." Hinge committed to "ensure potential account holders are screened and evaluated against [its] conduct and eligibility standards." Hinge committed that "we are responsible to work to ensure our users are not putting others in jeopardy or inflicting harm." Hinge represented it would "step in when something or someone poses a threat of physical, emotional, or psychological harm to another."

472. Hinge had no actual ability to fulfill its promised commitments, including because it knew it had never implemented the technology or infrastructure to effectively handle known threats or dangerous users.

473. Hinge intended to and did induce, or should have reasonably expected to induce, reliance by Plaintiffs.

474. Plaintiffs, in fact, reasonably relied on Hinge's promises, commitments, and representations by joining Hinge.

475. Plaintiffs never would have joined or used Hinge if they suspected known serial rapists would be recommended to them for dates.

476. Plaintiffs' reliance was reasonable and foreseeable under the circumstances and Defendants IAC, Match Group, and Hinge knew that Plaintiffs used Hinge based on the promises, commitments, and representations.

477. As a direct and proximate result of this conduct, Plaintiffs have suffered and will continue to suffer injuries, damages, and harms.

SIXTH CLAIM FOR RELIEF
Negligent Misrepresentation
(Against Defendants IAC, Match Group, and Hinge)

478. Plaintiffs reallege and incorporate by reference the allegations set forth in this Complaint as if fully set forth herein.

479. IAC, Match Group, and Hinge owed a duty of care to foreseeable users like Plaintiffs to provide truthful and accurate information in their representations about safety issues.

480. Defendants IAC, Match Group, and Hinge misrepresented critical safety information as discussed herein.

481. Defendants IAC, Match Group, and Hinge misrepresented that Hinge had adequate technology and infrastructure to effectuate bans on known dangerous people.

482. These representations by IAC, Match Group, and Hinge should have reasonably been expected to induce reliance by Plaintiffs.

483. IAC, Match Group, and Hinge knew or should have known these representations were false and misleading.

484. Plaintiffs, in fact, reasonably relied on IAC's, Match Group's, and Hinge's representations by joining Hinge and accepting dates with Matthews.

485. Plaintiffs' reliance was reasonable and foreseeable under the circumstances and Defendants IAC, Match Group, Hinge knew that Plaintiffs used Hinge and accepted dates based on their representation.

486. As a direct and proximate result of Plaintiffs' reliance on Defendants IAC's, Match Group's, and Hinge's representations, Plaintiffs have suffered and will continue to suffer injuries, damages, and harms.

SEVENTH CLAIM FOR RELIEF
Breach of Express Warranty and/or Implied Warranties of
Merchantability and Fitness for Particular Purpose
(Against Defendants IAC, Match Group, Hinge and Tinder)

487. Plaintiffs reallege and incorporate by reference the allegations set forth in this Complaint as if fully set forth herein.

488. IAC, Match Group, Hinge, and Tinder designed, coded, engineered, manufactured, produced, assembled, distributed, and/or placed the products in the stream of commerce.

489. At the time of Plaintiffs' drugging and assaults, Hinge and Tinder were defective products, were not of merchantable quality, and were not safe and suitable for the particular use for which they were intended, designed, engineered, tested, inspected, marketed, manufactured, built, assembled, and/or distributed.

490. Among other things, IAC, Match Group, and Hinge lacked the technology or infrastructure to effectuate the bans of known dangerous users that they claimed they could ban.

491. Among other things, IAC, Match Group, and Tinder lacked the technology or infrastructure to effectively enforce its Terms of Use.

492. IAC, Match Group, and Hinge also created dangerous conditions by recommending a known dangerous person to Plaintiffs and recommending Plaintiffs to a known dangerous person.

493. IAC, Match Group, and Tinder created a dangerous condition by failing to identify a dangerous person to Plaintiff and recommending Plaintiff to a dangerous person.

494. IAC, Match Group, Hinge, and Tinder knew these recommendations could likely lead to a real-life private encounter and, indeed, encouraged such.

495. At all times relevant to this action, IAC, Match Group, Hinge, and Tinder expressly and/or impliedly warranted and/or represented to the general public and Plaintiffs that their product was of merchantable quality and was reasonably safe and suitable for the particular use for which it was intended, designed, engineered, tested, inspected, marketed, manufactured, built, assembled, and/or distributed by them – including by recommending members to one another as suitable romantic connections.

496. Plaintiffs justifiably relied upon the skill, representations, judgement, and reputation of Match Group Defendants when they became members and used the product prior to and at the time of their assaults.

497. Prior to and at the time of the abuse, Plaintiffs were not, in the exercise of reasonable care, able to discover Defendants IAC's, Hinge's, Tinder's and Match Group's breach of said warranties and were not able to realize and/or appreciate the product's defects, risks, limitations, safety problems, design problems, shortcomings, dangers, hazards, and potential for causing injury.

498. The defective design and inadequate warnings as alleged herein constituted a breach of an express warranty and/or breach of an implied warranty of merchantability and/or breach of an implied warranty of fitness for a particular purpose by Defendants IAC, Match Group, Hinge, and Tinder in connection with the design, marketing, manufacturing, assembly, and distribution of the product.

499. Defendants IAC's, Match Group's, Hinge's, and Tinder's breach of an express warranty, breach of the implied warranty of merchantability, and/or breach of an implied warranty of fitness for a particular purpose were a proximate cause of the assaults without any comparative negligence on the part of Plaintiffs contributing thereto.

500. Defendants IAC, Match Group, Hinge, and Tinder are therefore liable to Plaintiffs as a result thereof.

501. As a result of Defendants IAC's, Match Group's, Hinge's, and Tinder's breach of express warranty and/or implied warranties of merchantability and fitness for a particular purpose, Plaintiffs have suffered and will continue to suffer injuries, damages, and harms.

EIGHTH CLAIM FOR RELIEF
Sexual Battery
(Against Defendant Stephen Matthews)

502. Plaintiffs reallege and incorporate by reference the allegations set forth in this Complaint as if fully set forth herein.

503. Defendant Matthews knowingly inflicted sexual penetration or intrusion on Jane Doe 1.

504. Defendant Matthews knowingly inflicted sexual penetration or intrusion on Jane Doe 2.

505. Defendant Matthews knowingly inflicted sexual penetration or intrusion on Jane Doe 3.

506. Defendant Matthews knowingly inflicted sexual penetration or intrusion on Jane Doe 4.

507. Defendant Matthews knowingly inflicted sexual penetration or intrusion on Jane Doe 5.

508. Defendant Matthews knowingly inflicted sexual penetration or intrusion on Jane Doe 6.

509. Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4, Jane Doe 5, and Jane Doe 6 did not consent to the sexual contact from Matthews.

510. Defendant Matthews drugged Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4, Jane Doe 5, and Jane Doe 6, incapacitating them so they could not consent.

511. Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4, Jane Doe 5, and Jane Doe 6 were unable to understand the nature of their actions because they were involuntarily incapacitated.

512. Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4, Jane Doe 5, and Jane Doe 6 were forced to submit to the sexual contact.

513. Defendant Matthews used his authority over Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4, Jane Doe 5, and Jane Doe 6 to force them to submit to his sexual contact.

514. As a result of the sexual battery, Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4, Jane Doe 5, and Jane Doe 6 have suffered and will continue to suffer injuries, damages, and harms.

NINTH CLAIM FOR RELIEF
Battery
(Against Defendant Stephen Matthews)

515. Plaintiffs reallege and incorporate by reference the allegations set forth in this Complaint as if fully set forth herein.

516. As discussed herein, Defendant Matthews acted intentionally in a variety of ways, including but not limited to causing offensive and harmful physical contact with Plaintiffs by force and without provocation and without the ability to defend themselves.

517. Defendant Matthews acted with intent to cause offensive and harmful physical contact when he knowingly inflicted sexual penetration or intrusion on Jane Doe 1.

518. Defendant Matthews acted with intent to cause offensive and harmful physical contact when he knowingly inflicted sexual penetration or intrusion on Jane Doe 2.

519. Defendant Matthews acted with intent to cause offensive and harmful physical contact when he knowingly inflicted sexual penetration or intrusion on Jane Doe 3.

520. Defendant Matthews acted with intent to cause offensive and harmful physical contact when he knowingly inflicted sexual penetration or intrusion on Jane Doe 4.

521. Defendant Matthews acted with intent to cause offensive and harmful physical contact when he knowingly inflicted sexual penetration or intrusion on Jane Doe 5.

522. Defendant Matthews acted with intent to cause offensive and harmful physical contact when he knowingly inflicted sexual penetration or intrusion on Jane Doe 6.

523. Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4, Jane Doe 5, and Jane Doe 6 did not consent to the sexual contact from Matthews.

524. Defendant Matthews drugged Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4, Jane Doe 5, and Jane Doe 6, incapacitating them so they could not consent.

525. Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4, Jane Doe 5, and Jane Doe 6 were unable to understand the nature of their actions because they were involuntarily incapacitated.

526. Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4, Jane Doe 5, and Jane Doe 6 were forced to submit to the sexual contact.

527. Defendant Matthews used his authority over Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4, Jane Doe 5, and Jane Doe 6 to force them to submit to his sexual contact.

528. Defendant Matthews' intentional acts of sexual misconduct caused physical harm to Plaintiffs, resulting in physical injury and long-continued emotional distress arising therefrom.

529. Defendant Matthews' intentional acts are the proximate cause of Plaintiffs' physical injuries and emotional distress arising therefrom, as well as medical expenses directly related to Defendant Matthews' intentional acts of sexual misconduct.

530. As a result of the assaults, Jane Doe 1, Jane Doe 2, Jane Doe 3, Jane Doe 4, Jane Doe 5, and Jane Doe 6 suffered and will continue to suffer injuries, damages, and harms.

TENTH CLAIM FOR RELIEF

Violation of Colorado Consumer Protection Act ("CCPA") (Against Defendants IAC, Match Group, Tinder, and Hinge)

531. Plaintiffs reallege and incorporate by reference the allegations set forth in this Complaint as if fully set forth herein.

532. The Colorado Consumer Protection Act ("CCPA"), C.R.S. § 6-1-101, provides protection to consumers by mandating fair competition in commercial markets for goods and services.

533. The CCPA prohibits any deceptive, unlawful, or fraudulent business acts or practices, including those using deception, fraud, false pretenses, false promises, false advertising, misrepresentation, or in the concealment, suppression or omission of any material fact, or the use or employment of any practice described in C.R.S. § 6-1-105.

534. The CCPA applies to IAC's, Match Group's, Tinder's, and Hinge's acts as described herein because their actions constitute and apply to transactions involving the sale of goods or services to consumers.

535. IAC, Match Group, Tinder, and Hinge are "persons" within the meaning of C.R.S. § 6-1-102(6).

536. Hinge and Tinder constitute "merchandise," "goods," or "services," and the manufacturing, marketing, advertising, distribution, and sale of the Hinge-app and Tinder-app is within the meaning of "trade" or "commerce" under the CCPA. *See* C.R.S. § 6-1-105(2).

537. Plaintiffs at all relevant times were consumers of IAC's, Match Group's, Tinder's and Hinge's products.

538. IAC, Match Group, Tinder, and Hinge made false, misleading, and deceptive representations and omissions of material fact with regard to the Hinge and Tinder apps on their websites, in the app-stores, in advertisements, on social media, and in product labeling.

539. IAC, Match Group, Tinder, and Hinge falsely and misleadingly represented that their products were safe and effective when they were not. As discussed herein, the Hinge and Tinder app are unreasonably dangerous and defectively designed.

540. IAC, Match Group, Tinder, and Hinge falsely advertised that Hinge and Tinder employed safety procedures to keep customers safe.

541. IAC, Match Group, Tinder, and Hinge omitted material facts regarding the dangerous and defective design characteristics of Hinge and Tinder.

542. IAC's, Match Group's, Tinder's, and Hinge's misrepresentations and omissions as set forth herein were unfair or deceptive acts and practices in violation of the CCPA. *See* C.R.S. § 6-1-105(1)(e), (u) ("A person engages in a deceptive trade practice when, in the course of the person's business, vocation, or occupation, the person...either knowingly or recklessly makes a false representation as to the characteristics, ingredients, uses, benefits, alterations, or quantities of goods, good, services, or property," or "fails to disclose material information concerning goods, services, or property which information was known at the time of an advertisement or sale if such failure to disclose such information was intended to induce the consumer to enter into a transaction.")

543. But for IAC's, Match Group's, Tinder's, and Hinge's misrepresentations and omissions described herein, Plaintiffs would not have downloaded, purchased, and used the products.

544. IAC, Match Group, Tinder, and Hinge intended that members, customers, and users like Plaintiffs would rely on the deceptive misrepresentations and omissions of material fact.

545. Hinge members, Tinder members, customers, and users like Plaintiffs reasonably relied on the deceptive misrepresentations and omissions of material fact.

546. By employing the misrepresentations and omissions described herein, IAC, Match Group, Tinder, and Hinge deceived Plaintiffs into downloading, purchasing, and using Hinge and/or Tinder, which they would not have done if they had they known the truth.

547. IAC, Match Group, Tinder, and Hinge knew and consciously disregarded the substantial risk for users associated with the defective design when they conceived, developed, and disseminated the false, misleading and deceptive representations and omissions.

548. As a direct and proximate cause of IAC's, Match Group's, Tinder's, and Hinge's marketing, distribution, and sale of the unreasonably dangerous Hinge app and Tinder app, Plaintiffs have suffered and will continue to suffer injuries, damages, and harms.

ELEVENTH CLAIM FOR RELIEF

Unjust Enrichment

(Against Defendants IAC, Match Group, Tinder, and Hinge)

549. Plaintiffs reallege and incorporate by reference the allegations set forth in this Complaint as if fully set forth herein.

550. Match Defendants have been unjustly enriched to the detriment of Plaintiffs as a result of IAC's, Match Group's, Tinder's, and Hinge's unlawful and wrongful retention of money

conferred by them to purchase the Products, which were harmful to their health and, as a result, worthless.

551. IAC's, Match Group's, Tinder's, and Hinge's unlawful and wrongful acts, as alleged herein, enabled IAC, Match Group, Tinder and Hinge to unlawfully receive monies they would not have otherwise obtained, as Plaintiffs would not have purchased the Products had they known of the risks.

552. IAC, Match Group, Tinder, and Hinge have knowingly accepted and retained the benefits conferred by Plaintiffs.

553. IAC's, Match Group's, Tinder's, and Hinge's retention of the benefits would be against fundamental principles of justice, equity, and good conscience.

554. Plaintiffs seek to disgorge IAC's, Match Group's, Tinder's and Hinge's unlawfully retained money and other benefits resulting from their unlawful conduct and seek restitution and rescission for the money and benefits conferred by Plaintiffs.

555. Plaintiffs are entitled to the imposition of a constructive trust upon Hinge having knowingly accepted and retained the benefits conferred, such that IAC's, Match Group's, Tinder's, and Hinge's unjustly retained money and other benefits are distributed equitably by the Court to and for the benefit of Plaintiffs.

TWELFTH CLAIM FOR RELIEF

Negligence per se

(Against Defendants IAC, Match Group, Tinder, and Hinge)

556. Plaintiffs reallege and incorporate by reference the allegations set forth in this Complaint as if fully set forth herein.

557. Match Defendants aided and abetted Stephen Matthews in raping Plaintiffs.

558. Aiding and abetting is criminal under C.R.S. § 18-1-603.

559. Match Defendants intended to promote or facilitate the behavior of Stephen Matthews constituting criminal sex offenses by aiding, abetting, advising, or encouraging Matthews in planning or committing the offenses.

560. Matthews used Hinge and Tinder to find women to drug and rape.

561. Matthews drugged and raped said women.

562. Match Defendants had actual knowledge that Matthews was drugging and raping the women that Hinge and Tinder introduced him to.

563. Match Defendants had a duty to not aid and abet Matthews.

564. As a direct and proximate result of Match Defendants' negligence per se, Plaintiffs have suffered and will continue to suffer injuries, damages, and harms.

THIRTEENTH CLAIM FOR RELIEF
Trafficking - C.R.S. § 13-21-127
(Against All Defendants)

565. Plaintiffs reallege and incorporate by reference the allegations set forth in this Complaint as if fully set forth herein.

566. Defendants committed human trafficking for sexual servitude as described in C.R.S. § 18-3-504 and are therefore entitled to civil remedies pursuant to C.R.S. § 13-21-127.

567. Defendants knowingly sold, recruited, harbored, transported, transferred, isolated, enticed, provided, received, or obtained by any means another person for the purpose of coercing the person to engage in commercial sexual activity.

568. IAC, Match Group, Hinge, and Tinder had specific and actual notice that Hinge and Tinder were supplying Stephen Matthews with women to drug and rape.

569. IAC, Match Group, Hinge, and Tinder commercially profited off the use of Hinge and Tinder in general and in particular by Matthews and Plaintiffs.

570. Defendants all engaged in commercial sexual activity because they obtained something of value from the sexual servitude of Plaintiffs.

571. As a direct and proximate result of Defendants' trafficking, Plaintiffs have suffered and will continue to suffer injuries, damages, and harms.

SAFE HARBOR

572. Plaintiffs bring these good faith and non-frivolous claims for the express purpose of extending, limiting, modifying, or reversing existing precedent, law, or regulation; or for the express purpose of establishing the meaning, lawfulness, or constitutionality of a law, regulation or United States or state constitutional right and the meaning, lawfulness, or constitutionality has not been determined by the Colorado Supreme Court.

573. Specifically, Plaintiffs bring these claims in good faith for the express purpose of extending or modifying precedent and for establishing the meaning, application, and lawfulness of C.R.S. § 13-80-130.7 in light of the relative recency of the statute's passage and the dearth of precedential case law existing with respect to its interpretation or bounds of effect.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that judgment be entered against Defendants as follows:

- (a) All declaratory and injunctive relief, as appropriate;

- (b) Actual economic damages as established at trial;
- (c) All compensatory, economic and consequential damages, including damages for all physical injuries, emotional distress, psychological harm, anxiety, humiliation, physical and emotional pain and suffering, and all other harm on all claims as allowed by law in an amount to be determined at trial;
- (d) Nominal damages for all claims allowed by law;
- (e) Statutory damages on all claims allowed by law;
- (f) Treble damages on all claims allowed by law;
- (g) Attorneys' fees and costs associated with this action, including expert witness fees, on all claims allowed by law;
- (h) Pre- and post-judgment interest at the highest lawful rate, including on all such damages, fees, and/or costs; and
- (i) Any other appropriate relief at law and in equity that this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury hear all triable issues related to this case.

RESPECTFULLY SUBMITTED this 16th day of December, 2025

Gerash Steiner, P.C.

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Plaintiffs' addresses are confidential as their identities are protected herein.