

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Stephen Goorvitch

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10 **IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
11 **COUNTY OF LOS ANGELES – UNLIMITED CIVIL JURISDICTION**

12 ROSETTE PAMBAKIAN,  
13 Plaintiff,

14 v.

15 GREGORY BLATT,  
16 IAC/INTERACTIVE CORP. and  
17 MATCH GROUP, INC.  
18 Defendants.

19 **CASE NO. \_\_\_\_\_**

20 **COMPLAINT FOR DAMAGES AND**  
21 **DEMAND FOR JURY TRIAL**

- 22 (1) Negligence
- 23 (2) Intentional Infliction of Emotional Distress
- 24 (3) Sexual Battery (Civ. Code § 1708.5)
- 25 (4) Gender Violence (Civ. Code § 52.4)
- 26 (5) Ralph Act Violation (Civ. Code § 51.7)
- 27 (6) Negligent Misrepresentation
- 28 (7) Wrongful Termination (Labor Code § 1102.5)
- (8) Retaliation for Engaging in Protected Activity (Gov. Code § 12940)

**JURY TRIAL DEMANDED**

1 Plaintiff Rosette Pambakian, (“Plaintiff”) by her attorneys, files this Complaint  
2 seeking judgment against Defendants GREGORY BLATT (hereinafter, “Defendant  
3 Blatt”), IAC/INTERACTIVE CORP. (hereinafter, “IAC”) AND MATCHGROUP,  
4 INC. (hereinafter, “Match Group” or “Match”) (collectively, “Defendants”) for  
5 claims arising from a sexual assault perpetrated by Defendant Blatt on  
6 Ms. Pambakian while both were employed at Tinder, Inc., the subsequent cover-up  
7 by Defendants, and the retaliatory wrongful termination of Ms. Pambakian, and  
8 alleges as follows:

### 9 I. SUMMARY OF CLAIMS

10 1. This case is about the abuse of the personal rights and well-being of  
11 Plaintiff, Rosette Pambakian, a successful marketing executive, by an insidious  
12 corporate culture that emphasized profit at all costs. Plaintiff was one of the earliest  
13 executive hires and the longest standing female executive at the dating app Tinder,  
14 until her retaliatory termination in 2018. While at an outside public relations agency,  
15 Plaintiff spearheaded the launch of Tinder in 2012. In 2014, she officially joined the  
16 company as Tinder’s Head of Communications, where she was essential to building  
17 the company from its early startup phase into the world’s most popular dating app, a  
18 multi-billion dollar enterprise and technology innovator.

19 2. Plaintiff has been credited as an integral part of Tinder’s success.  
20 Several Tinder founders have commented that Tinder could not have gotten where it  
21 did without the expertise and dedication of Plaintiff. When parent company Match  
22 marked its IPO in November 2015, due in large measure to the success of Tinder,  
23 Ms. Pambakian was invited to the NASDAQ trading floor for the ceremonial ringing  
24 of the bell. She was named one of the 40 under 40 by PR Week, one of Refinery 29’s  
25 Top Women in Tech, and included in Cosmopolitan Magazine’s Millennial Power  
26 List, all for her work at Tinder. Plaintiff’s career was on the rise until she was  
27 sexually assaulted by the CEO of Match Group and Tinder, Gregory Blatt.





1           12. Venue is proper in this Court pursuant to California Code of Civil  
2 Procedure § 395 because (a) some of the acts and transactions described herein  
3 occurred within this county, including Plaintiff’s employment with Defendants, the  
4 sexual assault of Plaintiff, the resulting “investigation,” and ultimate termination of  
5 Plaintiff; (b) some Defendants are or were registered to do business in the State of  
6 California and/or are or were doing business within this county; and (c) Defendants  
7 did do business in this county by operating and/or exercising complete control over  
8 the operations of the company formerly known as Tinder, Inc.

9                           **IV. FACTS COMMON TO ALL CAUSES OF ACTION**

10           **A. Defendant Blatt’s Sexual Assault of Plaintiff**

11           13. In December 2016, Plaintiff was the longest standing (and one of the  
12 only) female executives at Tinder. Plaintiff held the executive position of Vice  
13 President of Global Communications and Brand. Her role eventually expanded to  
14 Head of Marketing and Communications, managing an in-house group of more than  
15 40 people, as well as external agencies and consultants. Publicly, she served as the  
16 face of the brand on panels and in the press.

17           14. During all events described herein, Defendant Blatt was the CEO and  
18 Chairman of Match Group, as well as the CEO of Tinder, and directly in charge of  
19 Plaintiff.

20           15. On December 9, 2016, Tinder held its holiday party at the SLS Hotel in  
21 Beverly Hills Hotel, in Los Angeles, California. Plaintiff attended the party. Several  
22 Tinder employees had rooms at the hotel, paid for by Tinder, including Witness No.  
23 1, Defendant Blatt’s Executive Assistant.

24           16. At the party, Defendant Blatt approached Plaintiff and said to her in a  
25 lewd voice, in sum and substance, “I get hard every time I look at you” and “Let’s get  
26 out of here.” Plaintiff was stunned. Defendant Blatt’s conduct was so aggressive  
27 that Plaintiff feared that Defendant Blatt might actually act on it. Plaintiff quickly  
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1 walked away from Defendant Blatt, found a colleague and close friend, Witness No.  
2 2, and went upstairs to friend and colleague, Witness No. 1's hotel room, in an  
3 attempt to distance herself from Defendant Blatt.

4 17. Plaintiff, Witness No. 1 and Witness No. 2, were upstairs in Witness No.  
5 1's hotel room at approximately 2:00 AM when, Defendant Blatt texted Witness No.  
6 1. Plaintiff asked Witness No. 1 not to tell Defendant Blatt where they were. Several  
7 minutes later, there was a knock at the door. Witness No. 1 answered the door and  
8 Plaintiff saw that Defendant Blatt had arrived at the room. When Defendant Blatt  
9 arrived, Plaintiff was sitting on the bed.

10 18. Immediately upon entering the room, Defendant Blatt went straight for  
11 Plaintiff who was sitting on the bed. Defendant Blatt climbed on top of Plaintiff and  
12 pulled her backwards so that Plaintiff was lying beside him with his arm draped over  
13 Plaintiff. Defendant Blatt then began forcibly groping Plaintiff's breasts and upper  
14 thighs, and kissing her shoulders, neck and chest—all without Plaintiff's consent.  
15 Then, Defendant Blatt said, sum and substance, "Turn off the lights." In a state of  
16 shock and disbelief, Plaintiff was also acutely aware of the subordinates in the room,  
17 and made the decision to de-escalate the situation and not cause a further scene.  
18 Plaintiff began to pull away from Defendant Blatt and said, in sum and substance,  
19 "Ok, we are all hungry; I'm going to order food." Defendant Blatt then removed his  
20 hands from Plaintiff enabling her to stand up.

21 19. Plaintiff, Defendant Blatt, Witness No. 1 and Witness No. 2 remained in  
22 Witness No. 1's room waiting for the food to arrive. At some point after the food  
23 was ordered, Defendant Blatt again pushed Plaintiff onto the bed and began groping  
24 her and attempting to kiss her. While again attempting to end Defendant Blatt's  
25 unwanted sexual contact and remove herself from his immediate proximity, Plaintiff  
26 announced it was time to leave. Witness No. 1, begged Plaintiff not to leave her  
27 alone with Defendant Blatt. Plaintiff and Witness No. 2 waited until Defendant Blatt  
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1 left in his car service to request separate Ubers and went to the lobby to await their  
2 respective rides.

3 **B. The Aftermath of Blatt's Assault**

4 20. Defendant Blatt was the CEO of Tinder, the Chairman and CEO of  
5 Match Group, and Plaintiff's boss. Plaintiff knew that Defendant Blatt was a  
6 powerful man, a long-time executive at Match Group and IAC, and feared retaliation  
7 and the loss of her job at Tinder. Plaintiff's fears were based on Defendant Blatt's  
8 reputation for openly behaving inappropriately toward women without any  
9 consequences. Defendant Blatt seemed untouchable.

10 21. Plaintiff feared damage to her reputation and a change in how she would  
11 be perceived by her subordinates and colleagues if her assault were made public.  
12 Plaintiff also feared damage to Tinder's business, which she had worked years to  
13 build.

14 22. The morning after the sexual assault, Plaintiff asked Witness No. 1 and  
15 Witness No. 2 not to share what had happened with anyone.

16 23. Two days after the assault, Defendant Blatt called Plaintiff into his  
17 office and apologized profusely for his actions the night of the holiday party. Faced  
18 with the reality that she would have to continue to work with and be supervised by  
19 Defendant Blatt—the new CEO of Tinder—and scared of the consequences to her  
20 working relationships and reputation if the sexual assault were made public, Plaintiff  
21 and Defendant Blatt agreed to quash the incident and not to speak of it again.

22 **C. Plaintiff Reported the Assault to Her Supervisor**

23 24. Several days after the sexual assault, Plaintiff attended a Tinder/Match  
24 Communications Team Dinner. Also present was Vice President of Public Affairs  
25 for Match Group, Matt David, to whom Plaintiff also reported. At all times relevant  
26 herein, Mr. David reported directly to Defendant Blatt.

1           25. During this dinner, Plaintiff told Mr. David about the sexual assault.  
2 Plaintiff felt that it was necessary to report Defendant Blatt's actions to Mr. David  
3 both because Defendant Blatt's actions were unacceptable and because she feared a  
4 potential public relations crisis as there were witnesses to the assault.

5           26. In response, Mr. David said nothing. However, Mr. David's expression  
6 was one of shock.

7           27. On information and belief, rather than comply with the obligations  
8 placed on him to report any such complaints to Human Resources, Mr. David did not  
9 report Defendant Blatt's misconduct to Human Resources.

10 **D. The Company Defendants' Inadequate and Biased "Investigation"**  
11 **Amounts to a Cover-Up of Defendant Blatt's Misconduct**

12           28. On information and belief, Sean Rad, former Tinder CEO and then-  
13 Tinder Chairman, began hearing rumors of Defendant Blatt's disturbing behavior  
14 toward Plaintiff at the Holiday Party from multiple sources, including indirectly from  
15 Witness No. 1. Mr. Rad took Plaintiff aside, told her that he heard something  
16 happened at the holiday party, and asked her if there was anything she wanted to tell  
17 him. Plaintiff relayed to Mr. Rad what Defendant Blatt said to her at the holiday  
18 party and how he assaulted her in Witness No. 1's hotel room.

19           29. On information and belief, Mr. Rad reported Defendant Blatt's sexual  
20 assault of Plaintiff to Gregg Winiarski, Executive Vice President and General  
21 Counsel of IAC, Joey Levin, CEO of IAC, and Jared Sine, Chief Legal Officer of  
22 Match Group. On information and belief, Mr. Rad also discussed the incident with  
23 Lisa Nelson, Chief Human Resources Officer at Match Group and Tinder. On  
24 information and belief, Ms. Nelson told Mr. Rad that she was contemplating quitting  
25 her job because of Defendant Blatt's alleged behavior. On information and belief,  
26 Mr. Rad thereafter learned that there would be an investigation and that Mr. Sine and  
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1 Ms. Nelson would be running it. Both of these individuals reported directly to  
2 Defendant Blatt.

3 30. On information and belief, Mr. Rad expressed his fears that the  
4 investigation was biased, because two executives who reported directly to Defendant  
5 Blatt, the subject of the investigation, were in fact in charge, but his concerns fell on  
6 deaf ears.

7 31. On information and belief, after Mr. Rad reported Defendant Blatt's  
8 assault, Mr. Rad started receiving threats from Match executives that if he did not  
9 stop pursuing the investigation into Defendant Blatt's misconduct he would face  
10 retribution.

11 32. Mr. Rad pressed Tinder and Match Board members for a meeting of  
12 Tinder's Board of Directors to discuss Defendant Blatt's assault on Plaintiff, to no  
13 avail. On information and belief, Defendant Blatt emailed the board members and  
14 discouraged them from speaking to Mr. Rad.

15 33. On information and belief, Matt Cohler, a General Partner of  
16 Benchmark and then-Tinder Board member, told Mr. Rad that there was no reason  
17 for a board meeting, and that the Tinder Board could not do anything until Plaintiff  
18 formally "reported" the assault—notwithstanding the fact that she already had  
19 reported it to her direct supervisor (Mr. David) and Tinder's Chairman (Rad).

20 34. On information and belief, Mr. Rad spoke with a then-Match Board  
21 member, to express concern about the way Plaintiff's complaint was being handled.  
22 Consistent with their corporate culture emphasizing profit over people, the Match  
23 Board Member assured Mr. Rad he had nothing to worry about because, in sum and  
24 substance, "everyone [was] going to make a lot of money."

25 35. On information and belief, the Tinder Board of Directors was never  
26 convened regarding Defendant Blatt's sexual assault of Plaintiff.

1           36. On April 28, 2017 - which, on information and belief, was  
2 approximately one day after Mr. Rad reported Defendant Blatt's sexual assault of  
3 Plaintiff to Defendants IAC and Match Group executives – Defendant Blatt exercised  
4 approximately 5 million stock options in Match Group, realizing over \$44 million in  
5 value. The questionable timing of this transaction cannot be ignored, given the affect  
6 a scandal of this magnitude could have on Match Group's stock price if made public.

7           37. On or about April 30, 2017, Plaintiff was approached by Lisa Nelson,  
8 Chief Human Resources Officer to discuss the sexual assault. Plaintiff was leery of  
9 speaking with Ms. Nelson, as Plaintiff was aware that Ms. Nelson was very closely  
10 linked to Defendant Blatt, having worked with him for many years, and that she  
11 reported directly to him.

12           38. Plaintiff told Ms. Nelson that she was reluctant to talk with her and  
13 wanted to ensure confidentiality out of fear of retaliation by Defendants. Only after  
14 Ms. Nelson assured Plaintiff of the confidentiality of her statements did Plaintiff  
15 agree to speak to Ms. Nelson.

16           39. When Plaintiff met with Ms. Nelson, Jared Sine, Chief Legal Officer at  
17 Match, was also present. Plaintiff confirmed the sexual assault.

18           40. On May 3, 2017, Plaintiff was asked to meet with Ed Ferguson, Vice  
19 President and Associate General Counsel at IAC, and Mr. Sine. During this meeting,  
20 Plaintiff again recounted Defendant Blatt's assault. Mr. Ferguson told Plaintiff that  
21 they had spoken to Defendant Blatt and he had insinuated that it was consensual. In  
22 response, Plaintiff told the men that Defendant Blatt had approached her earlier at the  
23 Holiday Party and said, "I get hard every time I look at you," and "Let's get out of  
24 here." She explained that she immediately walked away embarrassed, stunned, and  
25 concerned that he might actually try to act on it. Both Mr. Ferguson and Mr. Sine  
26 expressed shock and were appalled by Defendant Blatt's actions. Both apologized to  
27 Plaintiff for having to endure such an incident.

1           41. Just one day following her meeting with Mr. Sine and Mr. Ferguson,  
2 despite assurances of confidentiality and privacy, Defendant Blatt emailed Plaintiff  
3 and his Executive Assistant, Witness No. 1, asking both women to participate in  
4 separate video conferences with him. Plaintiff knew in that moment that Defendants'  
5 promise of confidentiality had been violated and that information was going from  
6 Human Resources and Defendants IAC and Match Group's Legal Counsel to  
7 Defendant Blatt.

8           42. Plaintiff did not respond to Defendant Blatt's email and did not attend  
9 the video conference, but, upon information and belief, Witness No. 1 did. After the  
10 video conference, Witness No. 1 group-texted Plaintiff and Chief Human Resources  
11 Officer Lisa Nelson and told them, in sum and substance, that Defendant Blatt knew  
12 everything that they had said to Ms. Nelson and Mr. Sine. During a phone  
13 conversation later that day, Witness No. 1 told Plaintiff that Defendant Blatt had  
14 begged her not to continue cooperating in the investigation as it would ruin his life  
15 and his family.

16           43. After talking with Witness No. 1, Plaintiff responded to the group text  
17 that she did not feel comfortable talking further about what happened until she  
18 consulted with a lawyer. Ms. Nelson responded that she understood. After this text,  
19 Plaintiff was no longer contacted as part of the "investigation."

20           44. The purported "investigation" Company Defendants conducted did not  
21 comply with either California law or their own internal policies. The Company  
22 Defendants used the investigation as an attempt to cover-up and conceal the  
23 misconduct of Defendant Blatt.

24           45. For example, Defendants' purported "investigators" failed to interview  
25 one of the two eyewitnesses to the sexual assault, Witness No. 2. Instead, among  
26 those two eyewitnesses, Defendants only interviewed Witness No. 1 – Defendant  
27 Blatt's Executive Assistant. As Witness No. 2 was present in the room, and  
28

1 witnessed the assault, no adequate investigation could be conducted without  
2 interviewing Witness No. 2. Furthermore, while the purported “investigation” was  
3 ongoing, Defendants required Plaintiff to continue to report to Defendant Blatt. The  
4 Company Defendants also told Defendant Blatt information provided by Plaintiff and  
5 other witnesses, violating promises of confidentiality.

6 46. In or around July 2017, a reporter from Tech Crunch began asking  
7 Plaintiff questions about rumors of sexual misconduct at Tinder by high-level Match  
8 Group executives. A few months later, Plaintiff learned that the same reporter was  
9 still investigating, and that the story was about Plaintiff’s own assault at the hands of  
10 Defendant Blatt.

11 47. Plaintiff informed Defendant Blatt and Chief Human Resources Officer,  
12 Ms. Nelson, about the reporter’s inquiry. Defendant Blatt, Plaintiff’s own  
13 perpetrator, asked Plaintiff to talk with the reporter to explain the ways Tinder  
14 combats sexual harassment, and to throw the reporter off the story. Plaintiff refused  
15 to comply with Blatt’s instruction, and referred the reporter to the Head of  
16 Communications at IAC.

17 48. In or around October 2017, when it became apparent that Defendant  
18 Blatt and Company Defendants could no longer get Plaintiff to say or do whatever  
19 Defendants needed or wanted to cover-up the assault, they asked Plaintiff to sign a  
20 non-disclosure/disparagement agreement (“NDA”) concerning the sexual assault and  
21 investigation, in exchange for increased compensation. Chief Human Resources  
22 Officer at Match Group and Tinder, Lisa Nelson, approached Plaintiff and said in  
23 sum and substance that she and Defendant Blatt would petition the Compensation  
24 Committee to increase Plaintiff’s compensation if she signed the NDA. During that  
25 conversation, Ms. Nelson said to Plaintiff, in sum and substance, “We want to put  
26 this terrible ordeal behind us.” Plaintiff declined to sign.

1           49. After declining to sign the NDA, Plaintiff became aware that Defendant  
2 Blatt was going to resign as Tinder CEO. During a conversation with Plaintiff,  
3 Defendant Blatt, and another male executive, the male executive asked Defendant  
4 Blatt what it would take to get Defendant Blatt to stay. Defendant Blatt turned to  
5 Plaintiff and said in sum and substance, “Well, you would have to sign something.”  
6 Defendant Blatt immediately walked it back, saying in sum and substance to Plaintiff,  
7 “Never mind, I shouldn’t have said that, I could get in big trouble.” It was then clear  
8 that Defendant Blatt was being asked to resign because of his sexual assault of  
9 Plaintiff.

10           50. Upon information and belief, even after resigning, Defendant Blatt  
11 retained his Tinder and Match Group email accounts, worked from the IAC Office  
12 for several months, and appeared actively involved in Defendants IAC and Match  
13 Group’s business. Defendant Blatt also continued to “check in” on Plaintiff to ensure  
14 she would not speak out publicly.

15           51. Through their actions and inaction, Company Defendants violated their  
16 own internal policies. IAC and Match Group’s stated policy is to be “good corporate  
17 citizen(s)” and “committed to full, prompt, and fair enforcement” of their Code of  
18 Ethics. The Code of Ethics states that, upon reporting of a violation of the Code of  
19 Ethics, IAC and Match Group legal departments shall investigate all relevant facts.  
20 IAC and Match Group’s Code of Ethics also specifically prohibits retaliation.

21           52. Pursuant to the Code of Ethics, “In conducting and monitoring  
22 investigations, the IAC Legal Department shall consult and coordinate as appropriate  
23 with senior management, the Internal Audit Department, the Human Resources  
24 Department, and the Audit Committee, and shall seek to ensure that the provisions of  
25 the Code of Ethics are applied and enforced consistently across the population of  
26 covered persons and across IAC business.” Match Group’s Code of Ethics has this  
27 identical provision.

1           53. IAC and Match Group also have a stated policy against harassment.  
2 Pursuant to this policy, “It is the policy of IAC/InterActiveCorp and its Operating  
3 Businesses and Corporate Office . . . to be committed to a workplace free of  
4 discrimination or harassment. Harassment of applicants or employees on the basis of  
5 . . . sex, including sexual harassment, is unacceptable and will not be tolerated.”

6           54. IAC and Match Group’s Policy defines sexual harassment as “offensive  
7 or unwelcome sexual advances, verbal comments or innuendo of a sexual nature. . . .  
8 Comments, physical touching of another person . . . may also constitute sexual  
9 harassment.” Pursuant to this policy, “Human Resources will investigate all reports  
10 of harassment promptly and thoroughly.”

11           55. All of these policy statements turned out to be false and misleading.

12           56. The Company Defendants disregarded their stated policies when the  
13 allegations were against CEO Defendant Blatt. Instead, they engaged in a sham  
14 investigation conducted by biased executives in an effort to conceal and discredit the  
15 sexual assault suffered by Plaintiff. Only when faced with the fact that they could  
16 no longer keep the assault quiet, did the Company Defendants take any action.

17           57. The Company Defendants were willful, wanton, reckless, negligent in  
18 overseeing and supervising and grossly negligent as a result of its employee, agent  
19 and/or servant’s acts as follows:

- 20           a. In failing to supervise and control Defendant Blatt’s sexual  
21           misconduct;
- 22           b. In failing to conduct an unbiased, independent, prompt, and legally  
23           compliant investigation;
- 24           c. In retaining Defendant Blatt as CEO for approximately 10 months  
25           after he assaulted Plaintiff;
- 26           d. In failing to use ordinary skill and care to protect Plaintiff; and  
27

1 e. In such other ways as will become evident during discovery.

2 58. The Company Defendants' knowing acquiescence and silence with  
3 respect to the known, or reasonably knowable, activities of Defendant Blatt  
4 constituted a course of conduct through which Defendant Blatt's sexual assault of,  
5 and retaliation against, Plaintiff was condoned, approved and authorized. The  
6 Company Defendants' actions made clear that, but for the reporters learning of the  
7 assault, the Company Defendants would have taken no action against Defendant  
8 Blatt.

9 59. Through the Company Defendants' failure to timely investigate  
10 Plaintiff's complaint and/or reprimand and sanction the acts referenced herein, and  
11 for all of the other reasons set forth in this Complaint including, without limitation,  
12 their failure to take the steps necessary to prevent and/or independently investigate  
13 the occurrence of such reprehensible acts, the Company Defendants ratified said  
14 actions and, accordingly, are vicariously liable for the actions of Defendant Blatt.

15 **E. Plaintiff's Retaliatory and Wrongful Termination**

16 60. On August 14, 2018, Plaintiff filed a lawsuit with several others  
17 regarding the valuation of her stock options, alleging in part that when Plaintiff's  
18 assault was reported to Defendants IAC and Match Group executives, they failed to  
19 properly investigate and take timely corrective action against Defendant Blatt. The  
20 suit alleged that the Company Defendants failed to act because they needed  
21 Defendant Blatt, whom as CEO and the highest-ranking executive in charge of the  
22 valuation process of Tinder, was the lynchpin in Company Defendants' scheme to  
23 undervalue Tinder and decrease the amount Plaintiff and her fellow Tinder stock  
24 holders would receive in exercising their stock options by billions of dollars.

25 61. The next day, the Company Defendants placed Plaintiff on "leave."

26 62. The Company Defendants immediately revoked Plaintiff's email  
27 account—forcing incoming emails to bounce back to the sender—removed her  
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1 nameplate from her office door, and turned her office into a conference room. Within  
2 one month, and three months before officially terminating Plaintiff, the Company  
3 Defendants hired a new Chief Marketing Officer to replace her.

4 63. On December 18, 2018, Plaintiff received notice via e-mail that Tinder  
5 was terminating her employment. Upon information and belief, Defendants  
6 terminated Plaintiff in retaliation for speaking out against Defendant Blatt for his  
7 sexual misconduct and for participating in a lawsuit against the Company Defendants  
8 related to her stock options.

9 64. As a result of these actions, Plaintiff was forced to surrender millions of  
10 dollars in equity granted to her as compensation for her work as an executive at  
11 Tinder.

12 **F. The Company Defendants Fostered a Misogynistic Work Culture that**  
13 **Promoted Sexual Harassment and Assault**

14 65. The Company Defendants promoted a misogynistic culture where  
15 female employees were marginalized and sexually harassed on a regular basis. From  
16 the time that Defendant Blatt and other Company Defendants' executives arrived  
17 from Match Group at Tinder, it became clear that their corporate culture and  
18 managerial style was not respectful towards women, including Plaintiff.

19 66. After Defendant Blatt arrived, he quickly made it difficult for Plaintiff to  
20 do her job effectively. Because she was a young woman, Defendant Blatt treated  
21 Plaintiff differently than other executives. Despite her experience and track record as  
22 a successful marketing executive, Defendant Blatt did not take Plaintiff seriously.  
23 On more than one occasion when Plaintiff disagreed with him and/or addressed  
24 Defendant Blatt in a professional tone in meetings, Defendant Blatt responded by  
25 asking Plaintiff to leave the meetings and come back "when [her] attitude changed."

26 67. On another occasion, Plaintiff was told by a fellow marketing executive,  
27 that when he asked Defendant Blatt about a budget for activities to boost the  
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1 marketing team's morale, Defendant Blatt said: Plaintiff and two of her female team  
2 members "*were* the team morale," because in his view "they were hot." The male  
3 executives then joked about how one of the women did not count "because she had  
4 peaked" and "wasn't getting any prettier, so she needed to get married tomorrow."  
5 This is but one example of how Defendant Blatt objectified women in his employ and  
6 spread a misogynistic work culture, which promoted sexual harassment and assault.

7 68. Out of a sense of responsibility to protect the company she had helped  
8 build, Plaintiff fought against Match Group's misogynistic culture, to her detriment.  
9 Behind the scenes Plaintiff fought for equal pay for the women on her team who were  
10 grossly underpaid compared to male counterparts, asked for an official pay audit to  
11 be conducted, promoted women to titles equal to male counterparts, advocated for the  
12 company to cover egg-freezing for its female employees, advocated for a more  
13 female centric approach to product development, and asked for an anonymous  
14 reporting tool be implemented by Human Resources for reporting complaints of  
15 sexual harassment within the company. Her efforts to advance women's rights  
16 within the company and on the platform were so contrary to Defendants' culture that  
17 they led to threats of violence and a covert smear campaign on Twitter by one male  
18 employee. In yet another example of how Defendants marginalized Plaintiff and  
19 emphasized profit over people, when they discovered the male employee who was  
20 responsible for a smear campaign and threats against Plaintiff, Defendants allowed  
21 him to quietly resign, rather than fire him and risk a scandal.

22 69. As a direct and proximate result of the foregoing, Plaintiff has suffered,  
23 and continues to suffer, severe emotional distress. Plaintiff has suffered, and  
24 continues to suffer great pain of mind and body, shock, emotional distress, physical  
25 manifestations of emotional distress, embarrassment, loss of self-esteem, disgrace,  
26 humiliation and loss of enjoyment of life; was prevented and will continue to be  
27 prevented from performing Plaintiff's daily activities and obtaining the full

1 enjoyment of life; and/or has suffered a loss of income and/or loss of earning  
2 capacity.

3 70. Defendants and each of them, engaged in the conduct alleged herein  
4 with malice, oppression, and fraud. The conduct of Defendants, and each of them,  
5 was despicable and was done with a willful and knowing disregard of the rights or  
6 safety of Plaintiff. Defendants, and each of them, knew that Defendant Blatt engaged  
7 in sexual misconduct against Plaintiff, yet they continued to retain him as CEO and  
8 allowed him to retaliate against Plaintiff. Defendants' conduct was despicable and  
9 subjected Plaintiff to cruel and unjust hardship in knowing disregard of her rights.  
10 Their conduct was so vile, base, and contemptible that it would be looked down on  
11 and despised by reasonable people. Defendants intentionally conducted a biased  
12 "investigation" of Defendant Blatt's sexual assault of Plaintiff with reckless  
13 indifference toward Plaintiff's health, safety, and emotional well-being. Defendants'  
14 conduct alleged herein is outrageous and so extreme that it goes beyond all possible  
15 bounds of decency. A reasonable person would regard the conduct of Defendants as  
16 intolerable in a civilized community.

17 **V. CAUSES OF ACTION**

18 **FIRST CAUSE OF ACTION**

19 **(AGAINST DEFENDANTS MATCH AND IAC)**

20 **Negligence**

21 71. Plaintiff incorporates herein by reference, as though set forth in full, all  
22 proceeding Paragraphs of this Complaint.

23 72. Prior to the incidents, Defendants Match Group and IAC, and each of  
24 them, expressly and implicitly warranted to Plaintiff that Defendants, in the event of  
25 a sexual assault at the Company, would provide a thorough and unbiased  
26 investigation and take immediate action to address such an occurrence.

1           73. At all relevant times herein Defendant Blatt, while in the course and  
2 scope of his employment with Company Defendants, intended to cause harmful or  
3 offensive contact with intimate parts of Plaintiff, and sexually offensive contact with  
4 Plaintiff directly and indirectly resulted therefrom.

5           74. At all relevant times herein, Defendant Blatt, while in the course and  
6 scope of his employment with Company Defendants, acted to cause Plaintiff to be in  
7 imminent apprehension of sexually offensive contact, and sexually offensive contact  
8 with Plaintiff directly and indirectly resulted therefrom.

9           75. The Company Defendants owed to the public in general, and to Plaintiff  
10 in particular, a duty to reasonably and promptly identify, remove, and/or report to law  
11 enforcement authorities and/or to government agencies individuals who it knew, or  
12 should have known, were sexual predators in its employ. The Company Defendants  
13 owed to the public in general, and to Plaintiff in particular, a duty to reasonably  
14 supervise and/or monitor individuals who it knew, or should have known, were  
15 sexual predators in its employ. The Company Defendants owed to Plaintiff a duty to  
16 control the acts of their agents, servants, and/or employees.

17           76. The acts and omissions of The Company Defendants complained of  
18 herein constitute negligent and reckless hiring, training, supervision, and retention of  
19 Defendant Blatt. It was foreseeable that if the Company Defendants did not  
20 adequately exercise or provide the duty of care owed to female employees in their  
21 care, including, but not limited to Plaintiff, they would be vulnerable to sexual  
22 misconduct by Defendant Blatt. Based on the acts alleged above, The Company  
23 Defendants knew, or should have known, that their failure to exercise due care  
24 toward Plaintiff would, and did, cause Plaintiff severe emotional distress.

25           77. The Company Defendants did not have in place or failed to enforce  
26 adequate, reasonable, and necessary rules, regulations, policies, and procedures that  
27 could effectively identify, and deal with sexual predators such as Defendant Blatt.

1 The Company Defendants did not have in place adequate, reasonable, and necessary  
2 rules, regulations, policies, and procedures for the prompt removal of sexual  
3 predators in the employ and/or service of the Company Defendants.

4 78. The Company Defendants failed to fulfill their legal duty to protect  
5 Plaintiff from the sexual misconduct of Defendant Blatt and the ensuing retaliatory  
6 treatment. These failures included the following: (a) failure to reasonably and  
7 investigate allegations of sexual misconduct; (b) failure to properly train and instruct  
8 investigators; (c) failure to have in place and enforce standards of acceptable and  
9 unacceptable conduct; and (d) failure to designate competent investigators to evaluate  
10 complaints of sexual misconduct.

11 79. Moreover, the negligent, reckless, outrageous, deliberately and  
12 recklessly indifferent and unlawful conduct of the Company Defendants, as set forth  
13 above and herein, further consisted of:

- 14 a. failing to properly and adequately supervise and discipline their  
15 employees to prevent the improper touching that occurred to  
16 Plaintiff;
- 17 b. failing to adopt, enforce and/or follow adequate policies and  
18 procedures for the protection and reasonable supervision of female  
19 employees, including Plaintiff, and, in the alternative, failing to  
20 implement and comply with such procedures which had been  
21 adopted;
- 22 c. failing to implement, enforce and/or follow adequate protective and  
23 supervisory measures for the protection of female employees,  
24 including Plaintiff;
- 25 d. creating an environment that facilitated improper touching by  
26 Defendant Blatt on Plaintiff;

- e. violating their own policies and/or by-laws regarding sexual misconduct by employees and executive;
- f. ignoring, concealing, or otherwise mitigating the seriousness of the assault perpetrated by Defendant Blatt;
- g. failing to properly supervise and/or discipline their employees; and
- h. failing to adequately and properly train their employees regarding sexual misconduct.

80. The Company Defendants had a policy to independently investigate sexual assault/harassment, explicitly and/or implicitly represented to Plaintiff.

81. The Company Defendants made these explicit and implied representations knowing that they were false and/or having reason to believe that they were false, and with the expectation that they would be relied upon by female employees who decided to work at for The Company Defendants.

82. The Company Defendants did not have in place adequate, reasonable, and necessary rules, regulations, policies, and procedures with respect to the removal and/or supervision of individuals in its employ or service who were suspected of being sexual predators.

83. The Company Defendants failed to reasonably supervise and/or monitor individuals who it knew, or should have known, were sexual predators in their service and employ.

84. The Company Defendants further breached their duty of care to Plaintiff by failing to protect the Plaintiff from foreseeable harm from the sexual misconduct of an employee of Defendants.

85. The Company Defendants ratified the improper touching and harassment committed by Defendant Blatt by continuing to employ him and allowing him to be in charge of female employees including Plaintiff, after having actual knowledge that Defendant Blatt had improperly touched and harassed Plaintiff.







1 wanton, malicious, oppressive, fraudulent, despicable, and outrageous and justify the  
2 awarding of exemplary and punitive damages.

3 106. Plaintiff has also been required to expend attorney fees to pursue their  
4 rights under Civil Code § 52.4, and request that she be awarded all attorney fees and  
5 costs reasonably required to pursue her claims pursuant to Civil Code § 52.4.

6 **FIFTH CAUSE OF ACTION**  
7 **(AGAINST ALL DEFENDANTS)**

8 **Freedom from Violence Pursuant to The Ralph Act**  
9 **Violation of California Civil Code §§ 51.7 and 52**

10 107. Plaintiff incorporates herein by reference, as though set forth in full, all  
11 preceding Paragraphs of this Complaint.

12 108. Defendants subjected, and/or aided and abetted in the subjection of  
13 Plaintiff to violence based on her sex, causing physical and psychological injuries to  
14 her. A motivating reason for their conduct was Plaintiff's sex.

15 109. Plaintiff is informed and believes and thereon alleges that she will  
16 continue to suffer extreme mental, physical, and pain and suffering in the future as a  
17 result of the injuries alleged herein.

18 110. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

19 111. As a result of the aforementioned conduct, Plaintiff is entitled to a  
20 \$25,000.00 penalty and/or punitive damages for Defendants' conduct in violation of  
21 Civil Code § 51.7, as well as attorney's fees and costs pursuant to Civil Code § 52.

22 112. The aforementioned conduct was accomplished intentionally and/or  
23 recklessly with conscious disregard for said Plaintiff's health, safety, privacy,  
24 freedom, and human dignity. Defendants' aforementioned conduct was so  
25 outrageous in character and so extreme in degree as to go beyond all possible bounds  
26 of decency, and should be regarded as despicable, atrocious, and utterly intolerable in  
27 a civilized community. The acts of Defendants alleged above were willful, wanton,  
28

1 malicious, oppressive, fraudulent, despicable, and outrageous and justify the  
2 awarding of exemplary and punitive damages.

3 **SIXTH CAUSE OF ACTION**  
4 **(AGAINST ALL DEFENDANTS)**

5 **Negligent Misrepresentation**

6 113. Plaintiff incorporates herein by reference, as though set forth in full, all  
7 preceding Paragraphs of this Complaint.

8 114. All Defendants negligently misrepresented material facts to Plaintiff,  
9 namely that Defendants' would conduct a thorough, prompt, and impartial  
10 investigation into Defendant Blatt's sexual misconduct and harassment and that she  
11 would not suffer any retaliation by Defendants.

12 115. Defendants negligently misrepresented material facts to Plaintiff,  
13 namely that their policies and protocol created an environment where sexual assault  
14 is not and will not be tolerated.

15 116. Defendants made these misrepresentations under circumstances and at a  
16 time when they knew or should have known of the falsity of these representations.

17 117. Defendants made these representations with a reckless disregard for the  
18 truth or falsity of such statements and/or with an intent to induce Plaintiff to act on  
19 the representations, which, in turn, exposed Plaintiff to harm.

20 118. Plaintiff's justifiable reliance on Defendants' misrepresentations resulted  
21 directly in injury to Plaintiff as described above and such injuries and damages were  
22 legally caused by the justifiable reliance upon Defendants' misrepresentations.

23 119. Plaintiff is therefore entitled to any and all damages resulting from  
24 Defendants' negligent misrepresentations that are necessary to make Plaintiff whole,  
25 including, but not limited to, all damages, fees, and costs.

1 **SEVENTH CAUSE OF ACTION**

2 **(AGAINST DEFENDANTS IAC AND MATCH)**

3 **Wrongful Termination in Violation of Public Policy**

4 120. Plaintiff incorporates herein by reference, as though set forth in full, all  
5 preceding Paragraphs of this Complaint.

6 121. California law recognizes public policies that employees should be free  
7 from termination for reporting illegal activities, refusing to engage in illegal activities  
8 and for reporting sexual harassment. These public policies are embodied in Labor  
9 Code §1102.5(b).

10 122. Plaintiff was at all relevant times employed by the Company  
11 Defendants. The Company Defendants terminated Plaintiff, in violation of public  
12 policy embodied in Labor Code §1102.5(b) and Article I, Section 8, of the California  
13 Constitution, for reporting illegal activities and in retaliation for making a good faith  
14 complaint about sexual harassment and assault.

15 123. As a proximate result of Defendants' wrongful termination of Plaintiff,  
16 Plaintiff has sustained and continues to sustain substantial losses in earnings and  
17 other employment benefits.

18 124. As a proximate result of Defendants' wrongful termination of Plaintiff,  
19 Plaintiff has suffered and continues to suffer humiliation, emotional distress, and  
20 mental and physical pain and anguish, all to her damage in a sum according to proof.

21 125. Plaintiff is informed and believes, and thereupon alleges that  
22 Defendants' actions were taken with malice, oppression, fraud, and/or willful and  
23 conscious disregard of Plaintiff's rights, and were carried out by Defendants'  
24 managing agents and/or ratified by Defendants. Plaintiff is therefore entitled to  
25 punitive damages in an amount to be determined at trial.

1 **EIGHT CAUSE OF ACTION**

2 **(AGAINST DEFENDANTS IAC AND MATCH)**

3 **Retaliation for Engaging in Protected Activity**

4 126. Plaintiff incorporates herein by reference, as though set forth in full, all  
5 preceding Paragraphs of this Complaint.

6 127. California law recognizes public policies that employees should be free  
7 from retaliation at the workplace for reporting illegal activities, refusing to engage in  
8 illegal activities and for reporting sexual harassment. These public policies are  
9 embodied in Government Code § 12940(h).

10 128. Defendants terminated Plaintiff, in retaliation for reporting illegal  
11 activities and in retaliation for making a good faith complaint about sexual  
12 harassment and assault. Defendants' conduct, therefore, violated the public policies  
13 that are embodied in Government Code § 12940(h) and Article I, Section 8, of the  
14 California Constitution.

15 129. As a proximate result of Defendants' wrongful termination of Plaintiff,  
16 Plaintiff has sustained and continues to sustain substantial losses in earnings and  
17 other employment benefits.

18 130. As a proximate result of Defendants' wrongful termination of Plaintiff,  
19 Plaintiff has suffered and continues to suffer humiliation, emotional distress, and  
20 mental and physical pain and anguish, all to her damage in a sum according to proof.

21 131. Plaintiff is informed and believes, and thereupon alleges that  
22 Defendants' actions were taken with malice, oppression, fraud, and/or willful and  
23 conscious disregard of Plaintiff's rights, and were carried out by Defendants'  
24 managing agents and/or ratified by Defendants. Plaintiff is therefore entitled to  
25 punitive damages in an amount to be determined at trial.

1 **VI. RELIEF REQUESTED**

2 WHEREFORE, Plaintiff prays for judgment against Defendants and, as  
3 appropriate to each cause of action alleged and as appropriate to the standing of  
4 Plaintiff, as follows:

- 5 1. compensatory damages, including but not limited to, pain, suffering,  
6 emotional distress, loss of enjoyment of life, and other non-economic damages in an  
7 amount to be determined at trial;
- 8 2. economic damages in the form of medical expenses, out of pocket  
9 expenses, lost earnings and earning capacity, and other economic damages in an  
10 amount to be determine at trial;
- 11 3. an award of attorneys' fees and costs;
- 12 4. prejudgment interest;
- 13 5. post-judgment interest;
- 14 6. punitive or exemplary damages according to proof; and
- 15 7. for such other and further relief as this Court may deem just and proper.

16 **VII. DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a trial by jury as to all of her claims.

18 Dated: August 5, 2019

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By: \_\_\_\_\_  
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