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RONALD DE JESUS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RONALD DE JESUS, an individual,

Plaintiff,

vs.

GRINDR LLC a California Limited Liability
Corporation, and DOES 1-10

Defendants.

**COMPLAINT FOR:
23ST CV 13635**

- 1. Wrongful Termination**
- 2. Retaliation (Lab. Code §1102.5)**
- 3. Unfair Business Practices**

REQUEST FOR JURY TRIAL

1 NOW COMES, Plaintiff RONALD DE JESUS (“Mr. De Jesus” or “Plaintiff”), who alleges
2 causes of action against Defendants GRINDR, a California limited liability Corporation,
3 (“Grindr”), and DOES 1 through 10 (collectively the “Defendants”), as follows:

4 INTRODUCTION

5 1. This action arises out of Grindr’s retaliation and wrongful termination of Mr. De
6 Jesus, its Chief Privacy Officer, by its New Executive Team, for reporting Grindr’s alarming
7 business practices that he reasonably believed violated – and likely continue to violate – global
8 and state privacy laws, as well as Grindr’s own Privacy and Data Retention Policies, resulting in
9 deceptive business practices.

10 2. While the former Executive Team at Grindr held privacy in the highest esteem,
11 expressly stating internally and externally, that privacy was a key critical and a significant
12 component of Grindr’s core values and mission; that came to a screeching halt, starting in October
13 2022, when Grindr’s new CEO, George Arison, CFO, Vanna Krantz, and VP Partnerships, Henry
14 Bird, took over the Grindr Executive Team, and targeted Mr. De Jesus for trying to shed light on
15 privacy violations at Grindr. In short, Grindr was facing a PR and privacy crisis, especially after
16 sharing Grindr users’ HIV status data, setting off a privacy firestorm, in 2018, and after the
17 Norwegian Data Protection Agency fined Grindr about \$11.7 million, in or about December 2021,
18 for illegally disclosing deeply private details about its users to advertising companies including
19 users’ location and sexual orientation details. Mr. De Jesus was leading the charge to keep Grindr
20 compliant with state, national, and international laws. However, Grindr placed profit over privacy,
21 and got rid of Mr. De Jesus for his efforts and reports.

22 3. Grindr users would be shocked to learn that despite Grindr discovering it continued
23 to store the personal data of its users in its systems in or about October/November 2022 – even if
24 a Grindr user had deleted their account – in violation of global and state privacy laws, and its own
25 policies, Grindr’s New Executive Team refused to – and likely continues not to – fully remedy such
26 unlawful retention of personal data, which included, in some cases, billions of user-uploaded
27 images. In other words, deleted users’ private communications, including, naked photos, and other
28 highly sensitive content, such as, HIV status, are not only still stored in Grindr’s systems, but also

1 its vendor systems, and potentially retrievable by any employee of Grindr, or its third-party support
2 vendor, through a backdoor to Grindr’s application. Moreover, despite Mr. De Jesus’ best efforts,
3 Grindr not only shared user data – and likely continues to do so – but allowed third parties to collect
4 data which was then shared with their partners, upon the user merely viewing an advertisement
5 (rather than clicking on the advertisement). This violates global and state privacy laws, that require
6 a user to engage in some activity that manifests consent (“Opt-in Consent”), resulting in unlawful
7 and deceptive trade practices. Finally, instead of remedying Grindr’s violations of South Korea
8 privacy laws, its new CEO, Mr. Arison, vocally opposed correcting its privacy violations, wanting
9 instead to simply shut down service to South Korean users and get rid of Mr. De Jesus, who
10 followed remediation steps that were recommended and supported by Grindr’s outside counsel and
11 several Executive Team members, to correct these illegalities.

12 4. In late November/early December 2022, Grindr, by and through its New Executive
13 Team, which included Mr. Arison, CEO, Ms. Krantz, CFO, Mr. Bird, its VP Partnerships, and
14 existing members of the former Executive Team, including AJ Balance, Chief Product Officer, Bill
15 Shafton, VP Business and Legal Affairs, Joel Keating, Chief Information Security Officer, Patrick
16 Lenihan, VP Communications, Heidi Schriefer, VP People and Places, began a campaign of
17 retaliation against Mr. De Jesus, which included, but was not limited to: stripping his job duties;
18 removing Mr. De Jesus from the Executive Team Weekly Meetings and December 2022 Executive
19 Board meeting, despite being Grindr’s sole privacy leader and only executive at Grindr who spoke
20 to Grindr’s privacy company strategy and compliance issues; excluding Mr. De Jesus from
21 Executive Team events at the upcoming January 2023 Company retreat, including, not inviting him
22 to an Executive Team dinner (events of which he had been invited to and participated in previously),
23 and excluding him from staying at the hotel reserved for the Executive Team, despite allowing non-
24 executives to such events and to stay at the executive hotel. Additionally, the New Executive Team
25 declined meetings with Mr. De Jesus, without reason; cancelled Mr. De Jesus’ “Privacy Video
26 Series” project, which was previously green lit before his complaints; and halted Mr. De Jesus’s
27 “Privacy Center” project claiming that he was required to submit a “detailed plan,” even though his
28 plan was previously approved in October 2022 (prior to his complaints), even while content for the

1 privacy center was already developed, and even while Mr. De Jesus already began to partner with
2 marketing resources to bring the video series and center to fruition.

3 5. Just hours before Mr. De Jesus' last meeting with his supervisor, Ms. Krantz, he
4 emailed her with his concerns, summarizing highly critical issues on privacy, including many
5 unlawful business practices. Then, his email was answered with his immediate termination from
6 employment for not being a "good fit" at Grindr. In other words, working to remediate business
7 practices that are unlawful is not a "good fit" for Grindr.

8 THE PARTIES

9 6. At all times relevant, Mr. De Jesus was and now is an adult male, primarily residing
10 in Porto, Portugal and maintaining a residence in Sedona, Arizona. Mr. De Jesus was approved to
11 work remotely for Defendant Grindr from his residences in Arizona and Portugal.

12 7. Defendant Grindr is a limited liability corporation organized pursuant to the laws of
13 the State of California and is headquartered in West Hollywood, California. Grindr describes itself
14 as the world's largest social networking/dating app for gay, bi, trans and queer people. Grindr
15 conducts business throughout California, with its executive management all located and conducting
16 business in California.

17 8. The true names and capacities, whether individual, plural, corporate, partnership,
18 associate or otherwise, of DOES 1 through 10, inclusive, are unknown to Plaintiff who therefore
19 sues said Defendants by such fictitious names. The full extent of the facts linking such fictitiously
20 sued Defendants is unknown to Plaintiff. Plaintiff is informed and believes, and thereupon alleges,
21 that each of the Defendants designated herein as a DOE was, and is, negligently, recklessly, and/or
22 intentionally responsible for the events and happenings hereinafter referred to, and thereby
23 negligently, recklessly, and/or intentionally legally and proximately caused the hereinafter
24 described injuries and damages to Plaintiff. Plaintiff will hereafter seek leave of the Court to amend
25 this Complaint to show the fictitiously sued Defendants' true names and capacities, after the same
26 have been ascertained.

JURISDICTION

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2 9. The unlawful acts committed by Defendants, as described in this Complaint,
3 occurred within the State of California.

4 10. The written offer letter underlying Mr. De Jesus's employment was entered into in
5 the County of Los Angeles and was breached in the County of Los Angeles.

6 11. This Court has personal jurisdiction over Defendant Grindr because of its
7 conducting substantial business in the County of Los Angeles, State of California, including its
8 offer of employment and employee confidentiality agreement with Mr. De Jesus state that
9 agreements will be entered into, performed, governed by, and enforced in the County of Los
10 Angeles and shall be brought only in any state or federal court located in the County of Los Angeles.

GENERAL ALLEGATIONS

A. Mr. De Jesus' Hiring, Promotion to Chief Privacy Officer and Outstanding 11 Performance by his Superiors and Peers.

12 12. On October 21, 2020, Grindr offered Mr. De Jesus the full-time exempt position of
13 Senior Director, Privacy, reporting directly to the COO, Rick Marini, starting on January 4, 2021,
14 at its offices in West Hollywood, California, at his home in Arizona, or other location approved by
15 Grindr, (which was in Portugal). Mr. De Jesus was initially paid a base salary of \$200,000, granted
16 an option to purchase 30,000 Series X Ordinary Units of equity, and participated in Grindr's
17 extensive benefits programs.

18 13. In or about the end of July 2021, Mr. De Jesus was given his 1H (first half) 2021
19 Performance Review by his manager/advisor Rick Marini, COO, with peer reviews by Shane
20 Wiley, Chief Privacy Officer, Sean Patrick Henry, Product Director, Kevin Bohlmann, Engineering
21 Director, Alice Hunsberger, VP of Customer Experience, Bill Shafton, VP of Business & Legal
22 Affairs, and Peter Welch, Data Platforms Senior Director, which was nothing short of outstanding.

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- 26 • Mr. Marini wrote about Mr. De Jesus' major accomplishments, which included ongoing
27 work to ensure that Grindr is compliant with Privacy and Trust and Safety (T&S) matters,
28 working with the legal team on matters including, Norway, State Attorney Generals, etc.,
working cross-departmentally on the Access and Portability project (A&P) project, working
with the legal team on vendor reviews, and leading the Privacy Council to ensure there is

1 cross-departmental matters related to Privacy and T&S matters. Mr. Marini highlighted Mr.
2 De Jesus' top strengths as "autonomy: Ron can work independently and successfully
3 achieve the goals for Grindr's efforts in privacy; knowledge: Ron has built up industry
4 expertise. I fully trust him in this area and his judgment in these matters; and
5 professionalism: Ron is excellent at setting goals, communicating with me and the overall
6 team, and executing to plan. I always feel that he keeps me well informed of his activities.
7 He is efficient in sharing information and stays on task."

- 8 • Mr. Wiley wrote about Mr. De Jesus: "Ron joined the Grindr team as a employee at the start
9 of the year and hit the ground running. He's the ever present voice in product and
10 engineering discussions reminding the organization of our legal and policy requirements
11 with respect to privacy. But more importantly he's an excellent communicator helping
12 teams understand the "why" about a privacy requirement as much as the 'what' I've
13 personally seen the transformation of our product leaders predicting privacy needs and
14 coming to Ron with their ideas instead of him needing to chase them down (note- it didn't
15 start that way)."
- 16 • Mr. Henry wrote about Mr. De Jesus: "Ron has been a major part of the Grindr Privacy
17 team achieving their 2021 goals. Ron helped the privacy requirements expose the intricate
18 systems that make up Grindr's data. Identifying these unknowns based on a strict
19 compliance obligation, the whole team was able to achieve the Q3 timeline despite limited
20 development and engineering resources. ... I'd encourage our privacy team to continue
21 proactive efforts of Privacy education for our existing and new employees.... The landscape
22 is ever- evolving and while we plan new features or design new systems having
23 product/engineering understand risks and opportunities will help avoid major risks. And
24 from the other side, we welcome Ron and the privacy team to be involved with advising the
25 technical nuances of our plans."
- 26 • Mr. Bohlmann wrote about Mr. De Jesus: "Ron was instrumental in solidifying our vendor
27 review process and has been an amazing resource to all of the concerns from anti-abuse...
28 Ron takes ownership of issues and sees them through to completion. ... Ron is a team
player, he respects others and keeps them moving towards big picture goals.... Ron can dive
deeper into Grindr areas that he has expertise in, and be more vocal about his
recommendations about an ideal horizon we should aim for in our engineering work. ... So
many people are new here at Grindr, it is going to be something new, different than what it
was, and you are a big part of that. Your input is welcome, even if you sometimes have to
bring inconvenient realities to the forefront or be the bearer of difficult news for engineering
to digest."
- Ms. Hunsberger wrote about Mr. De Jesus: "Ron has consistently advocated for privacy at
Grindr, helping to protect users and our business. The work he has done has helped to
improve our brand reputation and ultimately Grindr's ability to go public. ... Collaboration
ability to weigh risks: privacy and trust and safety are at odds with each other even though
ultimately we both want the best thing for the user. Often when Ron and I are discussing
something, we'll be coming at it from opposing sides (i.e. Privacy's default is to restrict
data and access and T&S wants to have as much as possible). However, I have never once
felt that these discussions were ever combative and Ron has always been completely open
to my perspective and willing to compromise. Although he always comes to every

1 discussion with a privacy perspective, he also understands the other risks and needs, and is
2 great at weighing the risks of each option...I think Ron is doing a great job, and I honestly
3 don't have a lot of insight into what he could do to improve...."

- 4 • Mr. Shafton wrote about Mr. De Jesus: "Ron has done so many things, both seen and
5 unseen, to advance Grindr's Privacy practices. His focus remains on the company's best
6 interests and works collaboratively and selflessly towards that end. ... 1. Ron is gracious,
7 supportive, and strong in his convictions to pursue what he believes is the optimal approach
8 without being stubborn/entrenchment. He works hard for the company... 2. He has
9 substantive mastery without being didactic. 3. Looks for business solutions and listens to
10 differing perspectives."
- 11 • Mr. Welch wrote about Mr. De Jesus: "Ron's role and how he executes on it is fundamental
12 to Grindr's unique place in the world. I reference Ron when selling candidates on Grindr
13 and the unique mission-driven culture and challenge we own. ... Ron cares so deeply about
14 the product and the team, and is kind and collaborative in his communication, yet firm- I
15 have found myself grateful that Ron is here to hold the mantle on the critical concern of
16 customer and Grindr employee privacy...."

17 14. In or about December 22, 2021, Mr. De Jesus was promoted to Chief Privacy
18 Officer, and became a member of the Executive Team where he presented and attended Executive
19 Team Weekly Meetings, among other things.

20 15. In or about the end of February, early March 2022, Mr. De Jesus was given his 2H
21 (second half) 2021 Performance Review (from July 1, 2021 through February 14, 2022) by his
22 manager/advisor Ms. Marini, with peer reviews by Ms. Hunsberger, and Mr. Shafton, which was
23 again nothing short of outstanding.

- 24 • Mr. Marini wrote about Mr. De Jesus: "Ron is deeply knowledgeable w/r/t privacy matters
25 and he sincerely cares about Grindr and our users. It's a perfect combination. Ron is highly
26 professional, always prepared for meetings. The long-distance situation has never been an
27 issue. Ron is starting to do more external facing events. He is helping to position Grindr as
28 a leader in the privacy space which is a challenge. I feel that his participation in these events
is valuable as it educates other privacy professionals/press/users, that Grindr priorities user
privacy and we have a solid team doing the right thing ... Also, for most of the review period,
Ron was partially in Shane's long shadow. But since Shane's departure (two mos. ago) and
Ron's promotion, it is clear that he is leading our privacy efforts. I am happy with the
transition.... Challenges for him to do: 1. Continue to position Grindr to the world as a
company that prioritizes the privacy of our users and is compliant with privacy laws and
regulations, 2. Ensure that Grindr is compliant, which means staying educated and
translating that into our internal efforts. 3. Strike the right balance between making privacy
the top priority (can go too far) vs. the needs of our product and marketing teams (they need
flexibility but also need to ensure that we are compliant) Ron needs to be the expert, leader

1 and bridge for those discussions. 4. Launch and maintain the new Privacy Policy, and 5.
2 Streamline the Vendor Review Process.”

- 3
- 4 • Ms. Hunsberger wrote about Mr. De Jesus: “Ron is wonderful to collaborate with -he’s
5 always willing to listen to other perspectives, but he’s also excellent at explaining his
6 position and educating others about privacy issues and needs. Although he always comes to
7 every discussion with a privacy perspective, he is great at weighing the risks and needs of
8 every situation and coming to an agreement on what is best for our users. He’s done a great
9 job listening to many (many!) stakeholders to review our data retention policy and keep
10 everything completely organized.
 - 11 • Mr. Shafton wrote about Mr. De Jesus: “Ron brings a grounded, trustworthy, caring
12 dedication to the team and company. Ron navigated challenging reporting structures and a
13 complicated charge with professionalism.... “I’m looking forward to Ron’s leadership and
14 ownership in charting a Privacy-forward, business focused program.”

15 16. Based on Mr. De Jesus’ excellent performance, on April 1, 2022, Mr. De Jesus’
16 salary was increased from \$200,000 to \$212,000 per annum.

17 17. In or about end of July 2022, the beginning of the third Quarter, Mr. De Jesus was
18 given his 1H (first half) 2022 Performance Review (from February 15, 2022 to in or about July
19 2022) by Mr. Marini (with no peer reviews since peer reviews were eliminated from performance
20 reviews), which was again nothing short of outstanding.

- 21 • Mr. Marini wrote about Mr. De Jesus: “Ron is an experienced, dedicated privacy
22 professional. Ron knows what needs to get done and works autonomously to achieve those
23 goals. He spoke at several conferences this past year and represented Grindr with
24 professionalism and passion. Ron works across several stakeholders to raise the bar for our
25 privacy practices at Grindr. He understands the need to balance the requirements of policy
26 with that of product initiatives. Ron is dedicated to his role.”

27 This was the last performance review Mr. De Jesus ever received.

28 18. In or about September 2022, Mr. Lenihan, VP Communications, and Mr. Balance,
Chief Product Officer, informed Mr. De Jesus and Vinny DiGilio, Grindr’s Privacy Manager, who
reported to Mr. De Jesus, that the Privacy Video Series that they developed was approved. Mr. De
Jesus and Mr. DiGilio were charged with working with marketing to retain talent, prepare a script,
and to shoot a video series in January 2023. Soon after, Mr. De Jesus and Mr. DiGilio began
working with Alex Stergio, Grindr’s Digital Media Producer, and Patrick Rogers, Grindr’s Senior

1 Copywriter, on the Privacy Video Series. In addition, around this same time, Mr. De Jesus was
2 allotted a budget to procure a vendor to develop a Privacy Center, a centralized location of privacy
3 resources for Grindr users. This was important in the event of a regulatory or other investigation
4 since such a center would demonstrate Grindr’s commitment to user privacy, including making it
5 easier for consumers to access and understand its privacy policies, to obtain contact information for
6 privacy questions or issues, and to learn more about Grindr’s handling of their personal information.
7 A company’s privacy center is a mitigating factor to weigh against a liability finding if a data breach
8 lawsuit results from a cyberattack resulting in a data breach that requires notification.

9 19. At the end of September 2022, several new executives were appointed at Grindr,
10 including Mr. Arison as CEO, Ms. Krantz as CFO, and Mr. Bird as VP Partnerships. Collectively,
11 Mr. Arison, Ms. Krantz, and Mr. Bird assumed control of the Executive Team, which included
12 existing individuals described in Paragraph 4.

13 **B. Mr. De Jesus began to Raise Concerns of Illegality, and was Retaliated Against**

14 20. After Mr. Arison, Ms. Krantz, and Mr. Bird took over the Executive Team in
15 October 2022 (the “New Executive Team”), Mr. De Jesus began to raise concerns of illegality
16 regarding past unresolved issues, as well as new issues, all of which were met with disdain. As a
17 result, the November 21, 2022 Executive Team Weekly Meeting was the last Executive Team
18 Weekly Meeting where Mr. De Jesus was invited to attend and present on privacy issues at Grindr,
19 despite being the only Grindr executive dedicated to privacy compliance at the company.

20 21. Grindr uses OneTrust (a third party consent management platform) to manage the
21 collection and sharing of personal information via its website and app. At multiple Executive Team
22 Weekly Meetings, Mr. De Jesus identified multiple issues with how OneTrust was implemented
23 and functioning, which resulted in non-compliant data collection via its website and app. Such
24 issues included multiple tool bugs, and improper set up of the tool based on jurisdictional legal
25 requirements (for example, in the European Union (“EU”) the tool should be set up to collect “opt-
26 in” consent, meaning a company cannot collect certain user information unless the user actively
27 consents to such data collection). As a result of multiple tool bugs, the tool also regularly failed to
28 appropriately honor user consents (which resulted in users needing to re-select their data sharing

1 choices multiple times, an issue that Grindr users complained about on multiple occasions), in
2 violation of the General Data Protection Regulation (“GDPR”) (an EU law that came into effect on
3 May 25, 2018, which governs the way in which personal data can be used, processed and stored),
4 the EU ePrivacy Directive, and multiple state privacy laws. While the former Executive Team did
5 not want to devote resources to fix the issue at the time Mr. De Jesus initially raised these issues,
6 the former Executive Team did support Mr. De Jesus’ continued advocacy to get these issues fixed
7 in due course. When Mr. De Jesus began raising these same issues to the New Executive Team
8 starting in or about October 2022, it was met with general disapproval and then quickly escalated
9 to pushback and disdain. Upon information and belief, to date, these illegalities continue to exist.

10 22. In addition, Grindr failed to fully remediate violations of Grindr’s Data Retention
11 Policy and state privacy laws that were identified during a privacy audit of Grindr’s information
12 systems, known as the “Blind Systems Audit.” This Blind Systems Audit occurred annually and
13 was initiated by Shane Wiley, Grindr’s previous Chief Privacy Officer. In December 2021, the
14 Blind Systems Audit revealed that users’ personal data continued to be stored across Grindr’s
15 datastores and other technologies, even after users had deleted their accounts, in violation of
16 Grindr’s Data Retention Policy, the GDPR, and various state privacy laws, including the California
17 Consumer Privacy Act of 2018 (“CCPA”). Such violations demonstrate that Grindr’s policies may
18 also result in breach of contract actions under various state laws, as well as deceptive trade practice
19 violations under the FTC Act, since Grindr’s Privacy and Cookie Policy states that once an account
20 is deleted, personal information will be deleted from its systems – **which is simply not true.**
21 Because the Blind Systems Audit was a manual process, further investigation of the audit’s results
22 initial results continued to reveal and identify throughout 2022 many other datastores that retained
23 data well beyond, and in non-compliance with, Grindr’s Data Retention Policy and Grindr’s
24 Privacy and Cookie Policy. Locations where personal data were not deleted in systems are referred
25 to as “Legacy Datastores.” While Mr. De Jesus was successful in working with various personnel
26 on Grindr’s Data Science Team to address non-compliant Legacy Datastores, Mr. De Jesus believed
27 in October 2022, when the New Executive Team took over, that non-compliant Legacy Datastores
28 continued to exist, which created privacy risks for users who believed their data had been deleted

1 in accordance with Grindr's Privacy and Cookie Policy. To assist remediation efforts, a spreadsheet
2 was maintained and regularly updated by the Data Science Team with Legacy Datastores that were
3 identified as result of the Blind Systems Audit and as result of the continued investigations that
4 occurred in 2022. While Grindr's former Executive team was fully supportive of Mr. De Jesus'
5 continued enthusiasm in addressing and deleting non-compliant user data, when Mr. De Jesus
6 began raising these same issues to the New Executive Team starting in or about October 2022, Mr.
7 De Jesus's updates were met with impatience and animosity by Mr. Arison and Ms. Krantz, rather
8 than with support for the continued remediation.

9 23. In or about November 2022, and during the time that Legacy Datastores continued
10 to be identified as part of the Blind Systems Audit and reported to the New Executive Team, Mr.
11 De Jesus held a meeting with Kelly Miranda, Director of Business and Regulatory Affairs, Mr.
12 DiGilio, Peter Welch, Senior Director of Software Engineering, and Paul Chung, Data Engineer,
13 via zoom. During that meeting, Mr. Welch notified the group that a technical bug was discovered
14 that resulted in billions of images not being properly deleted and which were, as a result, non-
15 compliant with Grindr's Data Retention Policy and various global and state privacy laws. It was
16 discussed during that meeting that if Grindr is unnecessarily continuing to store user data after
17 assuring users that such data has been deleted, and then that data is inappropriately accessed or
18 stolen in a data breach, Grindr could face lawsuits for deceptive trade practices not only by Attorney
19 Generals, but also individual consumers, especially if the breach leads to demonstrable harm. Mr.
20 Arison and Ms. Krantz appeared disinterested during Mr. De Jesus's update regarding this issue
21 during an October 2022 Executive Weekly Team Meeting, which disinterest then escalated into
22 displeasure and contempt. Upon information and belief, to date, these violations of Grindr's Data
23 Retention Policy, GDPR, and state privacy laws continue to exist.

24 24. In addition, Grindr's use of Google Analytics is generally deemed non-compliant
25 with the GDPR by the Austrian Data Protection Authority and several other European data
26 protection authorities, given that use of Google Analytics by companies involves the illegal transfer
27 of personal data out of the EU. Notwithstanding the foregoing, Grindr continued to employ Google
28 Analytics on its website. In or about Q3 2022, Mr. De Jesus first raised his concerns of the illegality

1 of continuing to use Google analytics on its website with Mr. Shafton, Ms. Miranda, Mr. DiGilio,
2 Ruby Anaya, Principal Product Manager, and Dana Ross, Senior Software Engineering Manager,
3 via zoom and slack. This was particularly important given that Grindr was about to release “Grindr
4 Web,” a web-based version of Grindr which would include advertising and likely employ Google
5 Analytics. The former Executive Team was supportive of Mr. De Jesus’ efforts, including having
6 Ms. Anaya and Ms. Ross look into using other analytics providers that could be used on the website.
7 Yet, when Mr. De Jesus began raising these same issues to the New Executive Team starting in
8 October 2022, it was met with enormous pushback by Mr. Arison and Ms. Krantz who were
9 adamantly opposed to correcting the issue. Upon information and belief, Google Analytics
10 continues to be used in continued violation of the GDPR.

11 25. In or about September of 2022, Mr. De Jesus also raised with Ms. Hunsburger, Mr.
12 Shafton, Ms. Miranda and Mr. Digilio, as well as the former Executive Team, the privacy issues
13 related to Grindr’s retention of user personal data in vendor-provided systems (e.g. Zendesk which
14 is used for customer support case management, and Amplitude, which is used as a data analytics
15 tool, among others) indefinitely. Allowing a third-party to retain user data indefinitely is a violation
16 of Grindr’s Data Retention Policy and global and state privacy laws. In addition, users are not
17 given notice of this third-party retention, nor is this information actively provided to users in
18 response to a data access request. Failure to provide this information to individuals when they
19 request it is a violation of GDPR and state privacy laws, including, California and Virginia laws,
20 and may be deemed a deceptive trade practice in violation of the FTC Act, and potential breach of
21 contract claims for violation of Grindr’s Privacy and Cookies Policy. The former Executive Team
22 acknowledged that Mr. De Jesus was responding to the issue and was supportive of his efforts. Yet,
23 when Mr. De Jesus began raising these same issues to the New Executive Team starting in October
24 2022, Mr. De Jesus was met with disinterest, which escalated to annoyance and contempt when
25 raised subsequently. Upon information and belief, Grindr continues to retain user personal data in
26 vendor-provided systems in violation of Grindr Data Retention Policy and does not provide the
27 data to users in response to data access requests in violation of GDPR and state privacy laws.
28

1 26. In or about October of 2022, Mr. De Jesus also began to raise concerns of illegality
2 regarding Grindr’s implementation of a third-party data analytics tool, Amplitude, which the Grindr
3 Product Team wanted to set up in a way that would collect data from users via Grindr’s app without
4 the user providing their valid “Opt-in” consent for this collection. Mr. De Jesus opined that users
5 should need to proactively consent to the data collection by Amplitude, since such data would be
6 used for analytics purposes. The collection of data for the purposes of analytics, without obtaining
7 consent, is a violation of the GDPR and ePrivacy Directive, which deem analytics to not be “strictly
8 necessary” for a company to provide a service to users. In other words, if data collection is not
9 considered “strictly necessary,” like for the purposes of collecting data from Grindr users to support
10 internal Grindr analytics activities, it would be unlawful to collect such a data without first
11 obtaining a user’s consent. Such consents for the collection of data via Amplitude would be
12 managed by OneTrust, the third-party tool Grindr implemented as its consent management platform
13 – every third party that collects user data via the app is integrated into the OneTrust tool, so that
14 such consents can be appropriately managed. The Grindr Product Team, headed by Mr. Balance,
15 and the Data Science Team, headed by Mr. Welch, expressed their desire to collect user data via
16 Amplitude and categorize such collection as “strictly necessary,” even though the data was to be
17 used mainly for analytics purposes (in which case it should be categorized as optional). Mr. De
18 Jesus believed this “strictly necessary” designation was in violation of the GDPR and the ePrivacy
19 Directive. To that end, Mr. De Jesus informed Ms. Miranda, Mr. Shafton, Mr. Balance and Mr.
20 Welch that the collection of data for analytics purposes (i.e., to assess user behavior on the app)
21 was not “strictly necessary” from a GDPR perspective, and as such required user consent for such
22 collection.

23 27. Ms. Miranda and Mr. Shafton informed the group that they would consult with
24 Cooley LLP, Grindr’s outside counsel, for a second opinion. Mr. De Jesus alleges, on information
25 and belief, Cooley opined that categorizing Amplitude as “strictly necessary” was risky and advised
26 against Grindr doing it because they, too, believed that such collection may be held in violation of
27 GDPR. Ms. Miranda, who is not an attorney, drafted a legal memo dated October 17, 2022, which
28 was sent to members of the New Executive Team, including Ms. Krantz and Mr. Balance. Despite

1 this memo, the New Executive Team disregarded and categorized the Amplitude data collection as
2 “strictly necessary,” i.e., no user consent required. When Mr. De Jesus continued to raise this issue
3 with the New Executive Team, it was again met with angry opposition and exasperation. Upon
4 information and belief, to date, Grindr continues to collect and share user personal data with
5 Amplitude without valid user consent, in violation of GDPR and the ePrivacy Directive.

6 28. Mr. De Jesus also repeatedly brought to the attention of Mr. Shafton, Ms. Miranda,
7 and Mr. Keating, via zoom and slack, the fact that Grindr did not conduct regular security reviews
8 and audits on its systems which contained the most sensitive of its user data (e.g. HIV status,
9 vaccination status, profile data which may include a user’s sexual preferences) in violation of
10 GDPR. Such assessments assist companies protect the privacy and security of personal information
11 by ensuring access is only provided to employees who require it for their job. While the former
12 Executive team was generally supportive of Mr. De Jesus’ efforts to work with Mr. Keating to
13 ensure such assessments were implemented, when such concerns were raised with the New
14 Executive Team during the Executive Weekly Team Meeting in or around October 2022, Mr. De
15 Jesus’ concerns were met with disregard, with Mr. Arison responding, “next item on the agenda.”
16 Upon information and belief, Grindr still does not conduct regular security reviews and audits to
17 protect highly sensitive and private information of its users, in violation of GDPR .

18 29. Grindr also failed to monitor access to its administrative tool, “Grindr Admin,” that
19 provides an employee with access to a user’s full profile, email address, favorited profiles, and
20 other private data, including messages and photos, and failed to adequately restrict employees of
21 Grindr and PartnerHero (a third party vendor that assists Grindr with customer support issues) from
22 using the tool. Access to Grindr Admin is also not regularly monitored or audited. Mr. De Jesus
23 raised his concerns about this serious privacy violation with Mr. Shafton, Ms. Miranda, and Mr.
24 Keating, via zoom and slack, in or around September 2022, recommending that Mr. Keating and
25 Mr. Shafton regularly audit and keep logs of actions. While the former Executive Team was
26 generally supportive of Mr. De Jesus’ efforts, when raised with the New Executive Team, Mr. De
27 Jesus’ requests were again met with disinterest and were repeatedly disregarded. Upon information
28 and belief, access to Grindr Admin to date is still not regularly monitored, resulting in Grindr

1 employees having access to the sensitive personal data of all Grindr users, even though they do not
2 require it for their job, in violation of GDPR.

3 30. Mr. De Jesus also raised concerns about the fact that Grindr was transferring the
4 personal data of its users in the European Economic Area (“EEA”) to the U.S. without an adequate
5 legal transfer mechanism in place. A lawful cross border transfer of personal data from the EEA to
6 the U.S. requires that a company employ a legal mechanism, like the use of “standard contractual
7 clauses.” Grindr did not employ a data transfer mechanism to legitimize transfers of personal data
8 of its EEA-based users to the U.S., which includes sensitive personal data (e.g. HIV status, data on
9 sex life). While Grindr has previously argued that such transfer of personal data and sensitive
10 personal data can occur without a legal transfer mechanism in place on the grounds that it did not
11 have a formal establishment in the EEA and that users in the EEA essentially consent to the transfer
12 of their personal data via their acceptance of the Grindr Privacy and Cookie Policy and their
13 subsequent use of the Grindr app, Mr. De Jesus disagreed. Cooley also recommended, prior to Mr.
14 De Jesus’s employment, that Grindr implement a formal transfer mechanism as it believed that
15 without it, Grindr violated the GDPR. Mr. De Jesus continued to advocate to Mr. Shafton, Ms.
16 Miranda and the former Executive Team that Grindr revisit this risk related to cross-border data
17 transfers and follow the previous advice given by Cooley. While the former Executive Team
18 applauded Mr. De Jesus efforts, the New Executive Team was not just disinterested in Mr. De
19 Jesus’ continually raising this issue but became visibly exasperated every time he mentioned this
20 subject. Upon information and belief, to date, Grindr has not implemented a formal legal
21 mechanism that would validate the transfer of personal data of its EEA-based users to the U.S., in
22 violation of GDPR.

23 31. Mr. De Jesus also raised concerns about the fact that Grindr allowed its ad partners,
24 specifically a third party named Initiative, to collect the personal data of users without consent and
25 upon “ad impression” (i.e., simply showing an ad to a user) vs. upon clicking and interacting with
26 the ad. Grindr also did not have a formal mechanism that would allow users to opt out of such data
27 collection by ad partners. Following a vendor review in Q3 2022, Mr. Shafton, Grace Kim, Grindr’s
28 Commercial Counsel, and Ms. Miranda, approved the use and retention of Initiative to deliver ads

1 in the app. Further, Initiative uses other partners for advertisement campaign attribution purposes
2 (referred to as “Downstream Partners”) who receive data from Grindr about its users (e.g., a user’s
3 Mobile Advertising ID (“AdID”) and related information). Grindr immediately started sharing data
4 (i.e., AdID) with Initiative around this same time, which Initiative then shared with its Downstream
5 Partners. Mr. De Jesus and Mr. DiGilio were part of the review of Initiative and first raised concerns
6 about the illegality of sharing the data with Initiative and its Downstream Partners, without
7 providing an opportunity for the users to provide or withdraw their consent, in violation of the
8 GDPR and state privacy laws. The New Executive team, again, in total disregard of the privacy
9 rights of its users disregarded Mr. De Jesus’s concerns regarding the illegality of the data collection
10 and processing by Initiative since the use of Initiative generated revenue, which the New Executive
11 Team always favored over implementing adequate controls to ensure the privacy of its users.

12 32. In or about late December 2022, Andy Kraut, Director of Brand Partnerships, set up
13 a meeting with Mr. De Jesus, Ms. Miranda and Mr. Shafton to review the Initiative partnership to
14 make sure the legal team was comfortable with the sharing of data with Downstream Partners. Mr.
15 De Jesus stated again that the collection of user data upon “ad impression” versus “ad click” (i.e.,
16 without obtaining proper consent) presented a privacy risk meaning that simply showing an
17 advertisement to users and collecting data without clear consent was a violation of GDPR and state
18 privacy laws. Mr. De Jesus notified Grindr that the lawful course of action would be to allow
19 Initiative to only collect personal data from users if they clicked on the ad. In addition, Mr. De
20 Jesus indicated that it was a risk to allow Initiative to pass data to Initiative’s Downstream Partners,
21 especially since Initiative indicated that they did not want to take responsibility for the privacy and
22 security practices of these Downstream Partners. Mr. De Jesus was also concerned about the data
23 sharing of AdID with Initiative and its Downstream Partners in general, given that these ad
24 campaigns were focused on HIV prevention medication (i.e., “PrEP”), and as a result, such data
25 collection could potentially identify users who were interested in the medication. Mr. De Jesus
26 insisted on the need to present these material risks to the New Executive Team and let them decide
27 on risk acceptance for Grindr. Mr. Shafton represented to Mr. De Jesus that he would email
28 Initiative with 2 or 3 bullet points outlining Grindr’s concerns about Initiative’s use of Downstream

1 Partners (“Bullet Point Email”). Mr. Shafton explained that Initiative’s knowledge and acceptance
2 of this Bullet Point Email would be sufficient to ensure Initiative’s and its Downstream Partner’s
3 compliance with applicable privacy laws and that he would be ok with an email acknowledgment
4 of the points. Further, Initiative was not explicitly named in Grindr’s Privacy and Cookie Policy,
5 which could be viewed as violative of the GDPR. Upon information and belief, to date, Grindr
6 continues to share user data with Initiative and its Downstream Partners in violation of the GDPR
7 and various state privacy laws.

8 **C. In November 2022, after Mr. De Jesus Presented the Options to Respond to the**
9 **Korea Internet & Security Agency Complaint (“South Korea Complaint”), A Campaign of**
10 **Retaliation Ensued**

11 33. On or about November 7, 2022, Mr. De Jesus notified the New Executive Team
12 during the regularly scheduled Executive Team Weekly Meeting that Grindr had recently received
13 a complaint from the Korea Internet & Security Agency (“KISA” referred to herein as “South Korea
14 Complaint”) regarding its current new user registration flow, password complexity, and Privacy
15 Policy. The South Korea Complaint alleged that Grindr did not obtain the proper consent from users
16 in South Korea for separate “processing activities” (Grindr employed a consent model where
17 consent from users was “bundled” (i.e., one consent was used for all personal data processing
18 activities) and obtained from users who simply agreed to Grindr’s Terms of Service and Privacy
19 and Cookie Policy) in violation of South Korea privacy laws. Mr. De Jesus began to work with Ms.
20 Miranda and Juliet Shen, Director of Product, to discuss possible solutions, timelines, and resources
21 to address the complaint. The three of them concluded that the best approach would require
22 extensive product and engineering time and resources and involve implementation of various
23 technical and policy controls over a period of several quarters. Ms. Miranda included Grindr’s
24 outside counsel in South Korea, along with Mr. Balance and Mr. Shafton in these discussions with
25 Mr. De Jesus; inside and outside counsel fully supported Mr. De Jesus’ recommendations.

26 34. On or about November 14, 2022, Mr. De Jesus updated the New Executive Team
27 on a plan to address the South Korea Complaint that was created in collaboration with Ms. Miranda
28 and Ms. Shen, and which included a risk analysis by Ms. Shen with three proposed options. The

1 first two options presented different scenarios for the New Executive Team to consider, which
2 included pushing back the roll-out of other features to implement controls to address specific South
3 Korea Complaint concerns. The third option was for Grindr to pull out of South Korea entirely.
4 The presentation of these options by Mr. De Jesus was met with extreme push back from Mr.
5 Arison, who immediately recommended that Grindr move forward with the third and most drastic
6 option since he did not want any Product or Engineering resources to “waste time” on a
7 “insignificant market” like South Korea, and also given his repeated opposition to the multitude of
8 other privacy issues Mr. De Jesus raised over several other Executive Team Weekly Meetings.

9 35. On or about November 15, 2022, Mr. De Jesus convened a smaller group, including
10 Mr. Shafton, Mr. Balance, and Mr. Keating, to review the approach again with Mr. Arison, in order
11 to try and convince Mr. Arison to consider more reasonable options to address the South Korea
12 Complaint. Mr. De Jesus explained the reasons for the timelines, why the plan would take numerous
13 quarters to accomplish and why multiple resources would need to be dedicated to the plan so that
14 Grindr was operating lawfully in South Korea. Mr. Arison was visibly irritated as evidenced by his
15 constant interruptions of Mr. De Jesus’ presentation, putting his head in his hands, his audible sighs
16 and grunts, and statements such as, “this is fucking ridiculous.” While Mr. Arison eventually
17 acquiesced to the remediation plan presented by Mr. De Jesus, it was clear via reactions Mr. De
18 Jesus received during subsequent Executive Team Weekly Meetings that Mr. Arison, Ms. Krantz,
19 Mr. Balance, Mr. Lenihan, and Mr. Keating no longer wanted to deal with Mr. De Jesus’ continued
20 advocacy that Grindr follow applicable laws.

21 36. On or about November 21, 2022, Mr. De Jesus gave an update on the progress of
22 the plan to the New Executive Team. He stated, “South Korea-awaiting response from regulator on
23 our corrective action plan; further insight from outside counsel was that a similar audit was done
24 on at least a dozen other companies around the same period of time.” In response, Mr. Arison rolled
25 his eyes, and demonstrated visible frustration to Mr. De Jesus by asking questions like “why is it
26 going to take so long...why do we need to devote so many resources...why can’t we just pull out
27 ...who cares about South Korea...” all of which were already thoroughly answered by Mr. De
28 Jesus. It was clear that Mr. Arison was hoping for a different answer, demonstrating Mr. Arison’s

1 blatant disregard for user privacy and addressing Grindr’s privacy compliance issues.

2 37. On or about November 23, 2022, Mr. De Jesus had a regularly scheduled “check in”
3 meeting with Ms. Krantz. During this meeting, Ms. Krantz told Mr. De Jesus that Mr. Arison wasn’t
4 pleased with how Mr. De Jesus was handling the South Korea Complaint. Ms. Krantz told Mr. De
5 Jesus that Mr. Arison had told her in a separate one-on-one conversation that, “Ron is not handling
6 the compliance issue very well” or words to that effect. Mr. De Jesus reminded Ms. Krantz that
7 everyone who attended the November 15, 2022 meeting (i.e., Mr. Arison, Mr. Balance, Mr.
8 Shafton, and Mr. Keating) approved of the remediation plan, so it was surprising to Mr. De Jesus
9 that Mr. Arison told her this afterwards. Ms. Krantz also expressed that she herself wasn’t pleased
10 with how things were being handled regarding the South Korea Complaint, and that she thought
11 Mr. De Jesus was not handling the issues effectively. When Mr. De Jesus asked what she meant by
12 Mr. De Jesus was “not handling these issues effectively,” she said she did not understand the
13 options that were presented – as a result, Mr. De Jesus walked Ms. Krantz through the options for
14 a third time. Mr. De Jesus asked why Ms. Krantz did not address her concerns with Mr. De Jesus
15 earlier and Ms. Krantz, visibly annoyed, simply responded with, “I’m telling you now.” Mr. De
16 Jesus stated to Ms. Krantz, that “my role is to make sure Grindr is compliant with all laws and that’s
17 exactly what I am doing,” (emphasis added) or words to that effect. Ms. Krantz appeared visibly
18 agitated by Mr. De Jesus’ response, and said words to the effect, “you need to take a step back and
19 reassess everything that you are doing and proposing,” quickly bringing the meeting to an
20 uncomfortable end.

21 38. Mr. De Jesus continued to work with Ms. Miranda and Ms. Shen on the South Korea
22 Complaint. Outside counsel in South Korea, who supported Mr. De Jesus’ stance on the South
23 Korea Complaint, was also kept apprised of the plan. Mr. De Jesus kept Mr. Arison and Ms. Krantz
24 apprised via email. Grindr submitted the required Improvement Plan on November 21, 2022, and
25 was awaiting response from the South Korean regulator. It is unknown to Mr. De Jesus whether
26 remediation of all the issues listed in the South Korea Complaint actually occurred.

27 39. Late November, early December 2022, Grindr, by and through Mr. Arison, Ms.
28 Krantz, and Mr. Bird, began a campaign of retaliation against Mr. De Jesus, which included:

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- **Removal of Mr. De Jesus from the December 14, 2022 Executive Board Meeting.** On December 8, 2022, Mr. De Jesus was informed by Mr. Bird via slack message that he would no longer be presenting or attending the December 14, 2022 board meeting and instead his updates regarding privacy initiatives would instead only be distributed as a pre-read handout before the board meeting. Mr. De Jesus was the only Executive Team member at Grindr who could speak to Grindr’s privacy strategic efforts and privacy compliance issues. Being removed from the board meeting greatly concerned Mr. De Jesus, since privacy was always deemed a critical issue by the former and New Executive Team and was considered a core value of the Company.
- **Not Inviting Mr. De Jesus to Executive Team Events at January 2023 Company Retreat.** In or around December 2023, during the planning of the Company Retreat that was to take place in January 2023, Mr. De Jesus was told that he was not invited to an Executive Team dinner at the upcoming Company Retreat, even though he was a member of the Executive Team. On December 14, 2022, Mr. Bird informed Mr. De Jesus that the dinner was just for “VP+ people.” However, Mr. De Jesus was later informed by Waddie Grant, an Executive Assistant, that individuals who were not VPs such as Joel Keating, Chief Information Security Officer and who was a Senior Director at the time, and Ryan Harrison, a Director-level employee on the Product Team, were invited to the Executive Team dinner. Mr. De Jesus was also informed by Mr. Grant that Mr. De Jesus would not be staying at the hotel where other members of the Executive Team were booked, even though again, other non-VPs such as, Mr. Keating and Mr. Harrison, were booked at the hotel reserved for executives.
- **Ms. Krantz Declined Mr. De Jesus’ Meeting Invites.** In December 2022, Mr. De Jesus made multiple attempts to schedule time with Ms. Krantz to discuss his concerns regarding not being included in the Executive Team events that were scheduled for the Company Retreat. Ms. Krantz continuously declined his meetings without reason (for example, on December 14 and December 18). Mr. Grant told Mr. De Jesus that she was busy for the

1 remainder of the year, and that she was only available to meet in the beginning of January
2 2023. Mr. De Jesus found this extremely concerning, given he reported to Ms. Krantz, and
3 found it necessary to also meet with her to report on privacy compliance issues at Grindr.

- 4 • **Mr. De Jesus’ “Privacy Video Series” Project was Cancelled.** In or around December
5 2022, one of Ron’s major projects, the Privacy Video Series -- which was approved prior
6 to the New Executive Board and the South Korea Complaint -- was suddenly cancelled by
7 Mr. Balance, Ms. Krantz, and Mr. Lenihan, under the guise that there were competing
8 priorities and that more time and resources would be available in Q1 or Q2 of 2023, even
9 though the Marketing Team had already started pre-work on the series.
- 10 • **Mr. De Jesus’ “Privacy Center” Project was Halted.** On or about December 12, 2022,
11 another one of Mr. De Jesus’ major projects, a Privacy Center that would be integrated on
12 the Company website, Grindr.com, which was approved prior to the New Executive Team
13 and the South Korea Complaint, was halted after Ms. Krantz declined a meeting with Mr.
14 De Jesus to discuss the Privacy Center. Ms. Krantz informed Mr. De Jesus that she needed
15 to see his “detailed plan,” even though the plan was previously approved by Mr. Balance
16 and Mr. Lenihan in or around October 2022, content for the privacy center was already fully
17 developed, and Marketing resources were already assigned to help Mr. De Jesus bring the
18 center to fruition.

19 **D. Hours After Mr. De Jesus Raised Grindr’s Unlawful Actions for the Last Time,**
20 **Grindr Wrongfully Terminated Mr. De Jesus’ Employment for not being a “Good Fit.”**

21 40. The timing of Mr. De Jesus’ termination was of no coincidence. Just hours prior to
22 a scheduled meeting with Ms. Krantz on January 5, 2023, Mr. De Jesus sent an email to Ms. Krantz
23 raising many of the unresolved illegalities on many of the above projects, including, the use of
24 Initiative and the non-compliant data collection by its Downstream Partners, the technical bugs and
25 issues with Grindr’s implementation of OneTrust, and additional non-compliant Legacy Datastores
26 and user data identified by the Blind Systems Audit. Ms. Schiefer and Ms. Krantz appeared at the
27 meeting, where Ms. Krantz immediately informed Mr. De Jesus that “unfortunately, Ron this
28 meeting is to end your employment with Grindr. We don’t think you’re a good fit for this Company.

1 Ms. Schiefer is here to walk through next steps....” In other words, working to remediate business
2 practices that are unlawful is not a “good fit” for Grindr.

3 41. Defendant’s illegal conduct has caused Mr. De Jesus to suffer a loss of employment
4 wages and benefits and to suffer the injury, humiliation, embarrassment, emotional distress and
5 hardship alleged herein. As a result of the foregoing, Mr. De Jesus did suffer and still does suffer
6 emotional distress, anxiety, stress, depression, and worry, because of Defendant’s conduct.

7 **FIRST CAUSE OF ACTION**

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

9 **(Against Grindr and DOES 1-10)**

10 42. Mr. De Jesus incorporates paragraphs 1 through 41 above as though fully set forth
11 herein.

12 43. It is the public policy of this State of California that employees are not to be
13 retaliated against, including, wrongfully terminated or for reporting unlawful conduct in violation
14 of a statute of public importance.

15 44. Plaintiff is informed and believes, and thereupon alleges, that the conduct of
16 Defendants, as set forth above, including the retaliation against Plaintiff for complaining of
17 unlawful practices, constituted a denial of Plaintiff’s rights in violation of the public policy under
18 global, as well as, federal and state laws in the United States, including, but not limited to, the FTC
19 Act, CCPA, as amended by the CPRA and other applicable state laws, such as VCDPA.

20 45. Defendant Grindr authorized, aided, abetted, ratified, condoned, encouraged and/or
21 permitted the implementation of the unlawful and retaliatory practices and policies against Plaintiff,
22 as an employee of Grindr, and the acts alleged above, including Defendants’ wrongful termination
23 of Plaintiff.

24 46. Defendants, and each of them, retaliated against Plaintiff, and wrongfully terminated
25 Plaintiff as set forth herein. Such acts were in violation of California law. Defendants’ wrongful
26 termination of Plaintiff’s employment on these bases constitutes separate and distinct violations of
27 California Public Policies and grounds for this action.
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2 47. As a proximate and legal result of Defendants' aforesaid wrongful conduct, Plaintiff
3 has been harmed in that Plaintiff has suffered the loss of past and future wages and earnings,
4 benefits, and such additional amounts of money Plaintiff would have received if Defendant Grindr
5 had not wrongfully terminated Plaintiff. As a result of such wrongful termination and its
6 consequences, Plaintiff has suffered additional economic harm and damages, to be stated according
7 to proof at trial.

8 48. The acts of Defendants as alleged herein have been reckless and/or intentional, in
9 that Defendants, in conscious disregard of Plaintiff's rights, acted so as to cause Plaintiff to suffer
10 a loss of employment benefits and to suffer the injury, humiliation, embarrassment, emotional
11 distress and hardship alleged herein. As a result, Plaintiff did suffer and still does suffer emotional
12 distress, anxiety, stress and worry because of Defendants' conduct. Accordingly, Plaintiff is
13 entitled to recover general damages against said Defendants in a sum in excess of the minimum
14 jurisdictional limits of this Court, in an amount to be stated according to proof at trial.

15 49. The aforementioned acts were committed by Grindr and Does 1 through 10, and
16 each of them, by and through Grindr's officers, directors, managing agents, agents and/or
17 representatives and/or were known to, aided, abetted, authorized by, ratified by and/or otherwise
18 approved by Grindr's officers, directors, managing agents and/or representatives of Grindr. The
19 above acts of Defendants, and each of them, were despicable and committed knowingly, willfully,
20 fraudulently, and/or maliciously, with the intent to harm, injure, vex, annoy and oppress Plaintiff
21 and with a conscious disregard of his rights. By reason thereof, Plaintiff seeks punitive and
22 exemplary damages from the named Defendants in an amount to be proven at trial.

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24 **SECOND CAUSE OF ACTION**

25 **Retaliation in Violation of *Labor Code* § 1102.5**

26 **(Against Grindr and DOES 1-10)**

27 50. Mr. De Jesus incorporates paragraphs 1 through 49 above as though fully set forth
28

1 herein.

2 51. At all times relevant hereto, Grindr was Mr. De Jesus' employer.

3 52. During his employment, Mr. De Jesus repeatedly reported to Grindr, and its
4 executives, that Grindr was unlawfully violating the FTC Act, global and state privacy laws,
5 including, California laws. The reports were made to persons with authority over Mr. De Jesus who
6 had authority to investigate, including but not limited to, his supervisors, the Executive Team,
7 which includes, but is not limited to, the CEO, COO, CFO, Chief Product Officer, VP, Mobile
8 Engineering, VP, Finance, VP, Customer Experience, Chief Information Security Officer, VP
9 Communications, VP, People & Places, VP, Legal and Business Affairs, VP, Back-End
10 Engineering, VP, Partnerships, Director of Business and Regulatory Affairs, Director of Product,
11 Senior Director, and Software Engineering.

12 53. During his employment, Mr. De Jesus repeatedly reported to Grindr that it
13 unlawfully retaliated against him by among other things, stripping his job duties, removing Mr. De
14 Jesus from the December 14, 2022 Executive Board meeting, despite being Grindr's sole privacy
15 leader and only executive at Grindr who spoke to Grindr's privacy company strategy and
16 compliance issues; excluding Mr. De Jesus from Executive Team events at the upcoming January
17 2023 Company retreat, including, not inviting him to an Executive Team dinner, and to stay at the
18 hotel reserved for executives, which he had been invited to and participated in previously, despite
19 allowing non-executives, who were lower in stature to stay at the more exclusive hotel reserved for
20 its executives; declined meetings, without reason; cancelled Mr. De Jesus' "Privacy Video Series"
21 project, previously green lit before his complaints; halted Mr. De Jesus's "Privacy Center" project
22 claiming that he was required to submit a "detailed plan," even though his plan was previously
23 approved in October 2022 (prior to his complaints), content for the Privacy Center was already
24 developed, and Mr. De Jesus already began to partner with marketing resources to bring the center
25 to fruition, and terminating him from the Company stating he was not a "good fit" just hours after
26 his last written complaint regarding Grindr's unlawful practices in violation of California law. The
27 reports were made to persons with authority over Mr. De Jesus who had authority to investigate,
28 including to supervisors and members of the executive team.

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2 54. As a result of Mr. De Jesus's reports, he was retaliated against, and terminated from
3 his employment.

4 55. Mr. De Jesus's reports were a contributing factor in Grindr's decision to terminate
5 his employment.

6 56. As a proximate and legal result of Defendants' aforesaid wrongful conduct, Plaintiff
7 has been harmed in that Plaintiff has suffered the loss of past and future wages and earnings,
8 benefits, and such additional amounts of money Plaintiff would have received if Defendants had
9 not forced Plaintiff to resign. As a result of such wrongful termination and its consequences,
10 Plaintiff has suffered additional economic harm and damages, to be stated according to proof at
11 trial.

12 57. The acts of Defendants as alleged herein have been reckless and/or intentional, in
13 that Defendants, in conscious disregard of Plaintiff's rights, acted so as to cause Plaintiff to suffer
14 a loss of employment benefits and to suffer the injury, humiliation, embarrassment, emotional
15 distress and hardship alleged herein. As a result, Plaintiff did suffer and still does suffer emotional
16 distress, anxiety, stress and worry because of Defendants' conduct. Accordingly, Plaintiff is
17 entitled to recover general damages against said Defendants in a sum in excess of the minimum
18 jurisdictional limits of this Court, in an amount to be stated according to proof at trial.

19 58. As a result of Defendants' conduct as alleged herein, Plaintiff has been required to
20 retain counsel to represent him. Plaintiff will continue to incur attorneys' fees and costs in an
21 amount within the jurisdictional limits of this Court. Plaintiff is therefore entitled to an award based
22 on the reasonable attorneys' fees necessarily incurred in the preparation and prosecution of this
23 action, pursuant to *Labor Code* section 1102.5(j), which amount will be stated according to proof
24 at trial.

25 59. As a result of Defendants' conduct as alleged herein, Plaintiff is entitled to penalties
26 pursuant to *Labor Code* §1102.5(f).

27 60. The aforementioned acts were committed by Grindr and Does 1 through 10, and
28 each of them, by and through Grindr's officers, directors, managing agents, agents and/or

1 representatives and/or were known to, aided, abetted, authorized by, ratified by and/or otherwise
2 approved by Grindr's officers, directors, managing agents and/or representatives of Grindr. The
3 above acts of Defendants, and each of them, were despicable and committed knowingly, willfully,
4 fraudulently, and/or maliciously, with the intent to harm, injure, vex, annoy and oppress Plaintiff
5 and with a conscious disregard of his rights. By reason thereof, Plaintiff seeks punitive and
6 exemplary damages from the named Defendants in an amount to be proven at trial.

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8 **THIRD CAUSE OF ACTION**

9 **Unfair Business Practices**

10 **(Against Grindr and Does 1-10)**

11 61. Mr. De Jesus incorporates paragraphs 1 through 60 above as though fully set forth
12 herein.

13 62. Defendant Grindr and Does 1 through 10 have engaged in Unfair Business Practices
14 in violation of Business and Professions Code Sections 17200 et seq. by engaging in activities that
15 are unlawful, unfair, and fraudulent as alleged herein.

16 63. As a proximate and legal result of Defendants' aforesaid wrongful conduct, Plaintiff
17 has been harmed in that Plaintiff has suffered the loss of past and future wages and earnings,
18 benefits, and such additional amounts of money Plaintiff would have received if Defendants had
19 not terminated Plaintiff. As a result of such wrongful termination and its consequences, Plaintiff
20 has suffered additional economic harm and damages, to be stated according to proof at trial.

21 **DEMAND FOR JURY TRIAL**

22 64. Plaintiff hereby demands a trial by jury.

23 **PRAYER FOR RELIEF**

24 Wherefore, Plaintiff, RONALD DE JESUS prays for judgment against Defendant GRINDR
25 and DOES 1 through 10, as follows:

26 (a) For economic damages for loss of past and future earnings, including, but not limited
27 to earned and unpaid wages, commissions, continuing commissions after termination, expenses, as
28 well as a loss of earning capacity, just promotions, advancement and employment benefits, past

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and future medical care, job search costs, other economic damages, including incidental fees and/or other costs, and/or other economic losses, all in excess of this Court’s minimum jurisdictional limits and according to proof;

(b) For general damages for pain and suffering, mental and emotional trauma and anguish, and for the loss of enjoyment of the activities of life, according to proof;

(c) For attorneys’ fees, as provided by applicable provisions of the California *Labor Code*, and/or other statutes, according to proof;

(d) For punitive damages, as against each named Defendant, according to proof;

(e) For costs of suit, and according to proof;

(f) For prejudgment interest from the first date and highest rate allowed by law, and according to proof; and

(g) For such other and further relief as the Court deems just and proper.

Dated: June 14, 2023



By: 
JOSHUA D. SCHEIN, ESQ.
ATTORNEYS FOR PLAINTIFF,
RONALD DE JESUS

Dated: June 14, 2023

SHERMAN LAW CORPORATION

By: 
LISA G. SHERMAN, ESQ.
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