

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI

VINNY TROIA,)
individually and on behalf of)
all others similarly situated,)

Plaintiffs,)

v.)

TINDER, INC., MATCH GROUP, LLC,)
MATCH GROUP, INC., *and*)
DOES 1 through 10,)

Defendants.)

Case No. 19-CV-1647

JURY TRIAL
DEMANDED

CLASS ACTION COMPLAINT

Plaintiff Vinny Troia, individually and on behalf of all others similarly situated, hereby files this, his Class Action Complaint, against Defendants Tinder, Inc. (“Tinder”), Match Group, LLC, Match Group, Inc. (both Match entities shall be referred to collectively as “Match”), and DOES 1 through 10 (collectively “Defendants”) for Tinder’s unfair and illegal age-discriminatory pricing scheme and their use of unconscionable contract provisions, all in violation of the Missouri Merchandising Practices Act, Mo. Rev. Stat. chap. 407 (“MMPA”).

I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Vinny Troia is a citizen and resident of St. Louis County, Missouri.

2. Plaintiff brings this Class Action Complaint individually and on behalf of a putative class of all Missouri residents.

3. Defendant Tinder, Inc. is a Delaware corporation having its principal place of business in Dallas, Texas.

4. Defendant Match Group, LLC is a Delaware limited liability company also having its principal place of business in Dallas, Texas. Match Group, LLC operates, owns, and/or is doing

business as Tinder, which is one of its subsidiaries.

5. Defendant Match Group, Inc. is a Delaware corporation also having its principal place of business in Dallas, Texas. Match Group, Inc. also operates, owns, and/or is doing business as Tinder, which is one of its subsidiaries.

6. The above-named Defendants, and their subsidiaries and agents, are collectively referred to herein as “Defendants.” The true names and capacities of the Defendants sued herein as DOES 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. If necessary, Plaintiff will seek leave of Court to amend the Complaint to reflect the true names and capacities of the DOE Defendants when such identities become known.

7. At all relevant times, each and every defendant was acting as an agent and/or employee of each of the other Defendants, and was the owner, agent, servant, joint-venturer and employee, each of the other and each was acting within the course and scope of its ownership, agency, service, joint venture and employment with the full knowledge and consent of each of the other Defendants. On information and belief, each of the acts and/or omissions complained of herein was made known to, and ratified by, each of the other Defendants.

8. At all relevant times, each defendant was the successor of the other and each assumes the responsibility for each other’s acts and omissions.

9. This court has jurisdiction over this asserted class action pursuant to 28 U.S.C. §1332(d)(2), because the matter in controversy exceeds \$5,000,000, exclusive of interest and costs; and any member of the class of plaintiffs is a citizen of a State different from Defendants. The Court’s jurisdiction includes any ancillary or pendent state-law claims. 28 U.S.C. § 1367.

10. Venue is proper in the Eastern District of Missouri pursuant to 28 U.S.C. § 1391(b), as a substantial part of the events or omissions giving rise to the claims in this action occurred in this

district.

11. This forum also is superior in convenience to any other, as all of the Plaintiffs are or were Missouri citizens and are located in Missouri, the underlying contracting that this lawsuit arises from occurred in Missouri, and the acts complained of violated Missouri law.

12. Any later-asserted choice-of-venue or forum-selection language impugning venue in this district is, *inter alia*, unconscionable as a matter of law and against public policy and, hence, inapplicable and unenforceable.

13. This asserted class action comports with Federal Rule of Civil Procedure 23. Plaintiffs' identities can be ascertained from Defendant's records, but are so numerous that simple joinder of all individuals is impracticable. This action raises questions of law and fact common among Plaintiffs. The claims of lead Plaintiff is typical of all Plaintiffs' claims. Named Plaintiff will fairly and adequately protect all Plaintiffs' interests, and is represented by attorneys qualified to pursue this action. More specifically:

14. Class definition: Plaintiff Troia bring this action on behalf of himself and a class of similarly-situated persons defined as follows: All persons in Missouri that, at any time during the Class Period, purchased "Tinder Plus" (as defined *infra*), who were over the age of 30, and who did not receive a discount for the Tinder Plus service due to their age. The Class Period begins five years prior to the date of the filing of this Complaint, and ceases upon the date of the filing of this Complaint. Excluded from the Class are: (a) any judges presiding over this action and members of their staffs and families; (b) the Defendants and their subsidiaries, parents, successors, and predecessors; any entity in which the Defendants or their parents have a controlling interest; and the Defendants' current or former officers and directors; (c) employees (i) who have or had a managerial responsibility on behalf of the organization, (ii) whose act or omission in connection with this matter may be imputed to the organization for liability purposes, or (iii) whose statements may constitute an admission on the part of

the Defendants; (d) persons who properly execute and file a timely request for exclusion from the class; (e) the attorneys working on the Plaintiffs' claims; (f) the legal representatives, successors, or assigns of any such excluded persons; and (g) any individual who assisted or supported the wrongful acts delineated herein.

15. Numerosity: Upon information and belief, the Class includes thousands, if not tens of thousands, of individuals on a statewide basis, making their individual joinder impracticable. Although the exact number of Class members and their addresses are presently unknown to Plaintiff, they are readily ascertainable from Defendants' records.

16. Typicality: Plaintiff's claims are typical of those of the Class because all Plaintiffs were injured by the Defendants' uniform wrongful conduct, specifically, employing an "unfair practice" under the MMPA, using discriminatory pricing and using unconscionable contract terms in offering and selling "Tinder Plus" to Plaintiffs.

17. Adequacy: Plaintiff Troia is an adequate representative of the Class because his interests do not conflict with the interests of the Class members he seeks to represent, he has retained competent and experienced counsel, and he intends to prosecute this action vigorously. The interests of the Class will be protected fairly and adequately by Troia and his counsel.

18. Commonality: Common questions of law and fact exist as to all Class members and predominate over any questions affecting only individual members, such as: (a) whether the Defendants' discriminatory pricing of "Tinder Plus" is an "unfair practice" pursuant to the MMPA; (b) whether the arbitration agreement Defendants force "Tinder Plus" customers to agree to is unconscionable pursuant to the MMPA; (c) whether the arbitration agreement Defendants force "Tinder Plus" customers to agree to is unenforceable due to unconscionability and/or in violation of Missouri public policy including the MMPA; (d) whether and to what extent the Class members were injured by Defendant's illegal conduct; (e) whether the Class members are entitled to statutory damages, (f) whether the Class members are

entitled to declaratory relief; and (g) whether the Class members are entitled to injunctive relief.

19. Superiority: This class action is appropriate for certification because class proceedings are superior to all other available methods for the fair and efficient adjudication of this controversy. The damages suffered by the individual Class members will likely be small relative to the burden and expense of individual prosecution of the complex litigation necessitated by the Defendant's wrongful conduct. Thus, it would be extremely difficult for the individual Class members to obtain effective relief. A class action presents far fewer management difficulties and provides the benefits of a single adjudication, including economies of time, effort, and expense, and uniformity of decisions.

II. BACKGROUND

Facts Particular to Troia and Representative of the Proposed Class

20. In or around June of 2019, Plaintiff downloaded an application ("app") called Tinder from Defendant onto his iPhone mobile device. Tinder markets itself as a dating application for mobile phones.

21. Tinder utilizes a user's location using the GPS built into their phone, then uses other information (some provided by the user) to create a profile. A Tinder profile is made up of a user's first name, occupation, age, and photos.

22. Tinder then finds a user potential matches within a nearby geographical radius, and suggests potential matches, which a user has the option to like or pass.

23. Tinder's primary draw for consumers is a feature known as a "swipe," which is the act of swiping one's finger on their smart phone's touch screen within the Tinder app either right or left, in order to approve or pass, respectively, on a suggested potential match. If both users "swipe right" and "like" one another, Tinder will create a direct line of communication between the individuals, and allow them to start messaging one another.

24. In downloading the Tinder app in June of 2019, Plaintiff was informed, by various

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