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Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

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JEFFREY BURRILL

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

JEFFREY BURRILL, an individual

Plaintiff,

v.

GRINDR, LLC, a limited liability
corporation doing business in California;
GRINDR HOLDINGS, LLC, a limited
liability corporation doing business in
California; DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: **24STCV17896**

COMPLAINT FOR DAMAGES FOR:

1. Violation of the Consumer Legal Remedies Act
2. Fraud and Deceit
3. Violation of California Unfair Competition Law

DEMAND FOR JURY TRIAL

Complaint Filed: To Be Filed
Trial Date: To Be Scheduled

1 Plaintiff, JEFFREY BURRILL (hereinafter “BURRILL” or “PLAINTIFF”), as an
2 individual, complaints as alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Court has jurisdiction over the defendants because they are residents
5 of and/or doing business in the State of California.

6 2. Venue is proper in this county in accordance with Section 395(a) of the
7 California Code of Civil Procedure because the defendants, or some of them, reside in this
8 county, and the injuries alleged herein occurred in this county. Venue is further appropriate in
9 this county in accordance with Section 395(a) and Section 395.5 of the California Code of Civil
10 Procedure because defendants and PLAINTIFF contracted to perform their obligations in this
11 county, the contract was entered into in this county, and because the liability, obligation and
12 breach occurred within this county.

13
14 **PARTIES**

15 3. Plaintiff BURRILL resides in West Salem, Wisconsin (“BURRILL”).
16 BURRILL was formerly the General Secretary of the U.S. Conference of Catholic Bishops.

17 4. BURRILL is informed and believes, and thereon alleges, that defendants
18 GRINDR, LLC and GRINDR HOLDINGS, LLC (collectively GRINDR) are California limited
19 liability companies with their principal place of business at 750 North San Vicente Boulevard
20 Suite RE 1400, West Hollywood, California 90069. BURRILL is informed and believes, and
21 thereon alleges, that defendants GRINDR, LLC and GRINDR HOLDINGS, LLC, and DOES 1
22 through 100, are alter egos of each another and, together, form a highly integrated single
23 enterprise for purpose of the unlawful practices alleged herein by BURRILL. BURRILL is
24 further informed and believes, and thereon alleges, that each of the business entity defendants
25 were owned and/or controlled by the other business entity defendants and that, at all relevant
26 times mentioned herein, all defendants acted as agents of all other defendants in committing the
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1 acts alleged herein. BURRILL alleges that all defendants aided and abetted each of the other
2 defendants in committing the unlawful employment practices alleged herein.

3 5. The true names and capacities, whether corporate, associate, individual, or
4 otherwise of defendants DOES 1 through 100, inclusive, are unknown to BURRILL, who
5 therefore sues said defendants by such fictitious names. Each of the defendants designated
6 herein as a DOE is negligently or otherwise legally responsible in some manner for the events
7 and happenings herein referred to and cause injuries and damages proximately thereby to
8 BURRILL, as herein alleged. BURRILL will seek leave of Court to amend this Complaint to
9 show their names and capacities when the same have been ascertained.
10

11 6. At all times herein mentioned, defendants, and each of them, were the
12 agents, representatives, employees, successors, and/or assigns, each of the other, and at all times
13 pertinent hereto, were acting within course and scope of their authority as such agents,
14 representatives, employees, successors, and/or assigns and acting on behalf of, under the
15 authority of, and subject to the control of each other.

16 **FACTS COMMON TO ALL CAUSES OF ACTION**
17

18 7. At all times alleged herein, GRINDR owned, operated, and controlled a
19 social networking application called GRINDR from California using federal trademark
20 registration number 3873295 which described the application as: [1] providing online chat rooms
21 for social networking on the internet and mobile devices, and [2] computer dating services via
22 adult personal advertisements and social networking on the internet and mobile devices. From
23 California, GRINDR describes itself as the “largest social networking app for gay, bi, trans, and
24 queer people.”

25 8. From California, GRINDR claims that it has “...created a safe space
26 where you can discover, navigate and get 0 feet away from the queer world around you.”
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1 9. In or about 2017, BURRILL subscribed to GRINDR, which describes
2 itself as a “gay social networking application. In connection with this subscription, GRINDR
3 collected what it describes as “sensitive” customer personal data from BURRILL, including
4 information about sexual orientation and his physical location.

5 10. Between 2017 and 2021, the Catholic Laity and Clergy for Renewal
6 (“CLCR”), a private foundation, purchased BURRILL’s Grindr personal data and forwarded his
7 information to a publication known as The Pillar.
8

9 11. In July 2021, armed with the Grindr data that CLCR purchased, The Pillar
10 published an article in which BURRILL was “outed,” and smeared with false and lurid claims,
11 including a strong suggestion that BURRILL, by using Grindr, was “only a step away from
12 sexual predation,” and falsely suggesting BURRILL might have been involved with minors. The
13 news article was picked up and reported around the globe.

14 12. Consequently, BURRILL’s reputation has been destroyed. He was forced
15 out of his position as the General Secretary of the U.S. Conference of Catholic Bishops and has
16 been subjected to significant financial damages and emotional and psychological devastation.
17

18 13. Acknowledging the privacy inherent in its customers’ personal data and
19 that customers may otherwise not want to use GRINDR’s service, GRINDR assures customers
20 that “GRINDR takes steps to help protect your Personal Data from unauthorized access, use, or
21 disclosure.” However, after making the assurance and promise, GRINDR concealed and failed
22 to disclose what “steps,” if any, it took to protect BURRILL’s (and others’) sensitive personal
23 data. In fact, and as publicly stated in revelations by GRINDR’s former Chief Privacy Officer,
24 GRINDR knew they were failing to protect sensitive personal data of its customers, but “did not
25 want to devote resources” to addressing the issue. When the former Chief Privacy Officer
26 repeatedly complained that GRINDR was widely violating privacy laws and its own privacy
27 policies, he was met with GRINDR’s “pushback and disdain.”
28

1 14. To this date, despite the disturbing admissions by the former Chief Privacy
2 Officer, other public proceedings, and in-depth reporting in the Wall Street Journal and
3 elsewhere – all of which reveal a stunning pattern of GRINDR’s intentional and reckless failure
4 to protect private data of its customers, including BURRILL – GRINDR continues to represent
5 and falsely assure customers that “We Care About Your Privacy.”

6 15. At the time that BURRILL commenced using GRINDR’s services, and
7 throughout the entirety of his usage of GRINDR, GRINDR deceived BURRILL by concealing
8 that his sensitive personal information (including, without limitation, his IP address and location
9 information) would be sold to third parties, including data vendors, and that such information
10 was or could easily be “de-anonymized.” Indeed, GRINDR was well aware of this risk as early
11 as April 3, 2018 (and possibly earlier) but did nothing to warn users and continued to profit from
12 the indiscriminate sharing and selling of its users’ personal information and data.

13 16. At the time that BURRILL commenced using GRINDR’s services, and
14 throughout, GRINDR deceived BURRILL by concealing from him that his personal information
15 and data could be sold and, in fact, was sold, and that GRINDR received revenue, and hoped to
16 achieve profit margins, as a result of the sale of user personal information. GRINDR concealed
17 from BURRILL and others that their private and personal information would be made
18 commercially available.

19 17. At the time that BURRILL commenced using GRINDR’s services, and
20 throughout, GRINDR further deceived BURRILL by concealing from him that third parties
21 which had access to GRINDR users’ data, including BURRILL’s, could (and did) sell the data.

22 18. At the time that BURRILL commenced using GRINDR’s services, and
23 throughout, GRINDR further deceived BURRILL by concealing from him that third parties
24 which had access to GRINDR users’ data did not comply with GRINDR’s data retention policy
25 or the California Consumer Privacy Act.
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1 19. GRINDR falsely and misleadingly represents that users' personal
2 information is not sold to third parties. GRINDR deceived BURRILL by these statements that
3 were calculated to give the user the misleading impression that their personal data was not being
4 sold, when in fact, GRINDR's nondisclosed advertising partners and other third parties were at
5 liberty to do just that, and that GRINDR received revenue as a result of the sale of its users'
6 private information.

7 20. Among other things and for purposes of example, GRINDR, while
8 representing that it takes steps to help protect user's Personal Data from unauthorized access,
9 use, or disclosure, fraudulently conceals and fails to disclose that it provides and/or sells its
10 users' personal data to ad networks, data vendors, and/or or other third parties that sell the data
11 or otherwise make it commercially available to others.

12 21. Defendants represented to, assured, and promised BURRILL that they
13 would not sell his personal information to third parties, that they took steps to protect his privacy,
14 and they cared about his privacy. These representations were false and misleading. In fact, not
15 only did GRINDR *not* take steps to protect BURRILL's sensitive personal information,
16 GRINDR sold BURRILL'S personal information to third parties and GRINDR received revenue,
17 directly and indirectly. GRINDR's purpose for doing so was to increase revenue and profit
18 margins. In short, GRINDR places profit before its customers' privacy.

19 22. When BURRILL subscribed to GRINDR, GRINDR abjectly failed to
20 disclose that his user personal information, in order to secure monetary profit for GRINDR,
21 would be sold or made available for purchase ("commercially available") on the open market
22 through auction through GRINDR's ad partners who were selling data acquired from GRINDR
23 app data flows. Indeed, in a cryptic and esoteric document entitled "Privacy Policy," the term
24 "commercially available" does not appear. And the word "sold" only appears once: It
25 misleadingly states that GRINDR does "not sell your personal user information to third parties
26 for advertising purposes." However, GRINDR concealed from BURRILL (and others) that it
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1 would provide his personal user information to third parties, who, in turn, were free to sell it on
2 the open market. GRINDR was on notice as early as April 3, 2018, (or even earlier) that the data
3 of its users was being shared and/or sold to third parties for advertising purposes, which
4 included, amongst other things, sexual orientation, geo location and HIV status.

5 23. GRINDR further concealed that it knew that BURRILL's personal user
6 information would be essentially put up for auction and bidding to mysterious third parties,
7 including to some which it knew had a disturbing pattern of "deanonymizing" its users' data so
8 that virtually anyone could ascertain the customers identity and that the customer were a
9 GRINDR user. BURRILL never consented to such use of his personal information, nor could he
10 have.

11 24. GRINDR profited by making customers data available to numerous ad
12 partners thereby increasing the value of bids placed, and it did so without conducting any
13 meaningful analysis of the purpose for which the data was acquired and without any mechanism
14 to police the ultimate use or designation of the data. All of the ad partners authorized by
15 GRINDR actually received enough information to de-anonymize GRINDR's customers.

16 25. Authorized advertising partners were participating in a real time auction to
17 acquire the right to show target advertisements to the user and in this process acquired the users
18 IP address, mobile advertising identification number and other location data. The highest bidder
19 won the ability to place their ad, thus, by opening the auction to multiple bidders GRINDR made
20 more money when the winner later paid GRINDR for the placement of their advertisements.

21 26. When BURRILL commenced using GRINDR's services, and throughout,
22 GRINDR deceived BURRILL by concealing from him that it made his personal information
23 available to numerous undisclosed third parties and that those partners had the right to sell
24 BURRILL's personal information, and the personal data of other customers. GRINDR deceived
25 BURRILL by concealing that it received payment from winning bidders at auction in return for
26 the right to place advertisements using his and other customers private information and data.
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1 GRINDR concealed that it used, shared and/or sold customer data in this way in the past and
2 intended to do so in the future.

3 27. At the time that BURRILL commenced using GRINDR's services,
4 GRINDR further deceived BURRILL by concealing that numerous undisclosed advertising
5 partners would receive his personal information, such as IP address, and location information
6 such that BURRILL could be cross-tracked and identified as a GRINDR customer, including a
7 time and location stamp for each occasion on which he opened the GRINDR application.
8

9 28. GRINDR intended to deceive BURRILL to induce him to using and/or
10 subscribing to its services so that it could gather BURRILL's personal user data for subsequent
11 profit along with the data of other customers.

12 29. BURRILL used GRINDR's services with the understanding that his user
13 data would not be sold by GRINDR or any of GRINDR's numerous undisclosed advertising
14 partners or other third parties.
15

16 30. Had BURRILL known that GRINDR intended to make his data available
17 for sale, he would not have used GRINDR's services.
18

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT**

21 **(AGAINST DEFENDANT, GRIDER, LLC, GRINDR HOLDINGS, LLC, AND DOES 1- 22 100, INCLUSIVE)**

23 31. BURRILL realleges and incorporates by reference paragraphs 1 through
24 30 of this Complaint, as though set forth in full.

25 32. The Consumer Legal Remedies Act ("CLRA"), California Civil Code
26 Sections 1750, *et seq.*, was designed and enacted to protect consumers from unfair and deceptive
27 business practices. To this end, the CLRA sets forth a list of unfair and deceptive acts and
28

1 practices in Civil Code section 1770 that are prohibited in any transaction intended to result in
2 the sale or lease of goods or services to a consumer.

3 33. At all relevant times, BURRILL was a “consumer” within the meaning of
4 the CLRA, Civil Code section 1761, subdivision (d).

5
6 34. At all relevant times, GRINDR was a limited liability company, and as
7 such, a “person” as that term is defined in California Civil Code section 1761, subdivision (c).

8
9 35. The transactions from which this action arises were intended to result in
10 the sale or lease of goods or services to a consumer and are covered by the CLRA.

11 36. BURRILL, a consumer who used GRINDR’s application and who is
12 entitled to the protections of the CLRA.

13 37. On June 15, 2024, BURRILL gave GRINDR notice by both certified U.S.
14 mail, and registered U.S. mail that he intended to assert a claim against it under the CLRA
15 because GRINDR deceived him regarding the handling, management, and security of his
16 personal data. A true and correct copy of BURRILL’s demand is attached hereto as Exhibit “A”
17 and is incorporated by this reference as though set forth in full.

18
19 38. As set for the above, and at all relevant times up to the present, GRINDR
20 has violated Civil Code section 1770, subdivision (a)(9) by advertising its social networking
21 application with the false claims and representations, and by concealing and suppressing material
22 facts that it: [i] preserves the privacy of user data, and [2] does not sell or transfer its user data to
23 third parties who make the data commercially available.

24 39. At all relevant times up to the present, GRINDR has violated Civil Code
25 section 1770, subdivision (a)(19) by inserting an unconscionable arbitration provision into its
26 terms of service which operates to impose an expense of bringing a proceeding against GRINDR
27 that vastly exceeds the cost of bringing an action in state court.
28

40. Had BURRILL known that GRINDR would permit his personal data to become commercially available and/or that GRINDR would not keep his usage of the GRINDR application private, he would never have used GRINDR's application.

41. GRINDR's violations of the CLRA present a continuing threat to BURRILL and the public in that it continues to engage in the above-referenced acts and practices.

42. This Complaint shall serve as further notice of the statutory violations described therein. GRINDR has failed and refused to make restitution or offer Plaintiff adequate correction, repair, relief, or other remedy.

SECOND CAUSE OF ACTION

FRAUD AND DECEIT

(AGAINST DEFENDANT, GRIDER, LLC, GRINDR HOLDING, LLC, AND DOES 1-100, INCLUSIVE)

43. BURRILL realleges and incorporates by reference paragraphs 1 through 42 of this Complaint, as though set forth in full.

44. As set forth herein, Defendants made representations, promises and material omissions to BURRILL.

45. In addition, Defendants intentionally concealed, suppressed, and failed to disclose material facts from Plaintiff.

46. As set forth herein, the foregoing representations, assurances, promises, material omissions, suppressions, and concealments were made in 2017 when Plaintiff subscribed to GRINDR and on a continuing basis during his subscription.

47. The representations and promises made by Defendants to Plaintiff were false.

1 48. At the time Defendants made the aforementioned false representations and
2 promises, they knew that their representations and promises were false, made them without
3 belief in their veracity, without intention of fulfilling them and/or with reckless disregard as to
4 their truth.

5 49. Defendants made these false representations, promises and omissions, and
6 otherwise concealed and suppressed material facts, with the intent to induce Plaintiff to subscribe
7 to their services.

8 50. Plaintiff was unaware that Defendants' representations and promises were
9 false.

10 51. Plaintiff was induced to rely, and did rely, on Defendants' false
11 representations, promises and material omissions to his detriment.

12 52. By the aforesaid acts and omissions of defendants, and each of them,
13 BURRILL has been directly and indirectly caused to suffer actual damages including, but not
14 limited to, loss of earnings and future earning capacity, reliance damages, attorneys' fees, costs
15 of suit and other pecuniary loss not presently ascertained.

16 53. As a further direct and legal result of the acts and conduct of defendants,
17 and each of them, as aforesaid, BURRILL has been caused to and did suffer and continues to
18 suffer severe emotional and mental distress, anguish, humiliation, shame, embarrassment, fright,
19 shock, anxiety, pain, discomfort, and physical sickness and/or injury. BURRILL does not know
20 at this time the exact duration or permanence of said injuries, but is informed and believes, and
21 thereon alleges, that some if not all of the injuries are reasonably certain to be permanent in
22 character.

23 54. Defendants, and each of them, by engaging in the aforementioned acts
24 and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, fraudulent,
25 intentional, oppressive and despicable conduct, and acted with willful and conscious disregard of
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1 the right, welfare and safety of BURRILL thereby justifying the aware of punitive and
2 exemplary damages in an amount to be determined at the time of trial.

3 55. GRINDR's concealment as described above was fraudulent within the
4 meaning of Civil Code section 3294, and permits BURRILL to recover exemplary damages.
5

6 **THIRD CAUSE OF ACTION**

7 **CALIFORNIA UNFAIR COMPETITION LAW**

8 **(Violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

9 **(AGAINST DEFENDANT, GRINDR, LLC, GRINDR HOLDINGS, LLC, AND DOES 1-
10 100, INCLUSIVE)**

11 56. BURRILL realleges and incorporates by reference paragraphs 1 through
12 55 of this Complaint, as though set forth in full.

13 57. Section 17200 of the California Business & Professions Code ("UCL")
14 prohibits any "unlawful," "unfair," or "fraudulent" business practices.
15

16 58. Under the UCL, a business act or practice is "unlawful" if it violates any
17 established state or federal law.

18 59. GRINDR violated, and continue to violate, the "unlawful" prong of the
19 UCL by using the Personal Identifying Information (PII) collected from BURRILL without the
20 consent or knowledge of BURRILL in violation of BURRILL's right to privacy under the
21 common law, California Constitution, Article I, Section 1, the California Consumer Privacy Act
22 of 2018 sections 1798.100(b), 1798.110(c), 1798.115(c), California Business & Professions
23 Code sections 26161.5 and 26162.5, and the Confidentiality of Medical Information Act.
24

25 60. Under the UCL, a business act or practice is "unfair" if the defendant's
26 conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical,
27 oppressive, and unscrupulous, as the benefits for committing such acts or practices are
28 outweighed by the gravity of the harm to the alleged victims.

1 61. GRINDR' practice of transmitting to and sharing with third parties the
2 PII/PHI it collected from BURRILL is and was immoral, unethical, oppressive, unscrupulous,
3 unconscionable, and/or substantially injurious to BURRILL. GRINDR' practice is and was also
4 contrary to legislatively declared public policy and the harm it caused to consumers outweighed
5 its utility, if any.

6 62. Under the UCL, a business act or practice is "fraudulent" if it actually
7 deceives or is likely to deceive members of the consuming public.
8

9 63. GRINDR' conduct here was and continues to be fraudulent because they
10 have and will continue to likely deceive consumers into believing that they are not sharing with
11 undisclosed third parties the Personal Identifying Information (PII) they collected from
12 BURRILL through their misrepresentations and omissions, including but not limited to the
13 misrepresentations and omissions in their privacy policy discussed herein.

14 64. As a direct and proximate result of GRINDR' unlawful, unfair, and
15 fraudulent conduct, BURRILL had his privacy rights violated and lost money and property.
16

17 65. GRINDR's conduct caused substantial injury to BURRILL.
18

19 66. Accordingly, BURRILL seeks an order enjoining GRINDR from
20 committing such unlawful, unfair, and fraudulent business practices, and seeks restitution of
21 disgorgement of profits.

22 67. BURRILL also seeks attorneys' fees and costs under California Code of
23 Civil Procedure section 1021.5.

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PRAYER FOR RELIEF

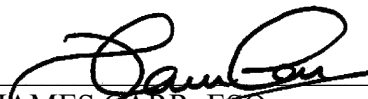
WHEREFORE, PLAINTIFF JEFFREY BURRILL prays for judgment against defendants as follows:

1. Statutory damages in an amount to be proven at trial;
2. Actual damages in an amount to be proven at trial;
3. Consequential and reliance damages;
4. Exemplary damages in an amount appropriate to punish defendants and to make an example of defendants to the community;
5. Restitution;
6. Disgorgement
7. Injunctive Relief;
8. Prejudgment interest;
9. Attorneys' fees pursuant to Civil Code section 1780(d);
10. Private attorney generals' fees;
11. Costs of suit;
12. For such other relief as the Court deems proper.

Date: July 18, 2024

HELMER FRIEDMAN LLP
CARR LAW GROUP

By:



JAMES CARR, ESQ.

Attorneys for Plaintiff,
JEFFREY BURRILL

PLAINTIFF'S DEMAND FOR JURY TRIAL

Plaintiff MONSIGNOR JEFFREY BURRILL hereby demands a trial by jury.

Date: July 18, 2024

HELMER FRIEDMAN LLP
CARR LAW GROUP

By:



JAMES CARR, ESQ.
Attorneys for Plaintiff,
JEFFREY BURRILL

EXHIBIT A



June 15, 2024

By Certified Mail / Return Receipt Requested

Grindr, LLC
9450 SW GEMINI DR, PMB 73938
BEAVERTON, OR 97008

RE: NOTICE OF VIOLATION OF CALIFORNIA CONSUMER LEGAL REMEDIES ACT AND 30-DAY RIGHT TO CURE UNDER SECTION 1782. THIS IS A DEMAND LETTER AND MUST BE FORWARDED TO THE APPROPRIATE PARTY FOR IMMEDIATE RESOLUTION. FAILURE TO RESPOND TO THIS MAY RESULT IN ACTION BEING TAKEN.

PLEASE TAKE NOTICE, on behalf of our client, Monsignor Jeffrey Burrill, that we believe that the Grindr, LLC, Grindr Holdings, LLC, and all parent, subsidiary, and any other related entities (collectively, "Grindr"), acting as agents of each other, in concert with each other, and as part of a single, integrated enterprise, are in violation of Sections 1750, *et seq.*, of the California Civil Code ("California Consumer Legal Remedies Act" or "CLRA") for, among other reasons, those set for the below:

1. Monsignor Jeffrey Burrill is a Catholic Priest, who was the General Secretary of the U.S. Conference of Catholic Bishops. Msgr. Burrill was also a consumer of Grindr, which describes itself as the "largest social networking app for gay, bi, trans, and queer people." As Grindr represents, "[W]e've created a safe space where you can discover, navigate and get 0 feet away from the queer world around you." As a result of Grindr's fraudulent, intentional, outrageous, despicable and/or reckless conduct and its abject failure to safeguard Msgr. Burrill's personal data and user information, he has been publicly "outed" as gay, has been subjected to shame, ridicule, and hatred, and has been forced out of his position. Grindr made his personal data (including, without limitation, his applications signal data) commercially available; it was purchased by, and fell into the possession of, a private foundation known as the Clergy for Renewal ("CLCR"), which planted it with a publication known as The Pillar. The Pillar published an article in which Msgr. Burrill was "outed," and smeared with false and lurid claims, including a strong suggestion that Msgr. Burrill, by using Grindr, was "engaged in serial and illicit sexual activity" and that "failing to live continence" is "only a step away from sexual predation." Msgr. Burrill's reputation has been destroyed. He was forced out of his position as the General Secretary of the U.S. Conference of Catholic Bishops and has been subjected to significant financial damages and emotional and psychological

devastation.

2. Msgr. Burrill, a consumer who used Grindr's application and who is otherwise entitled to the protections of the CLRA, intends to bring a claim against Grindr pursuant thereto because Grindr deceived him regarding the handling, management, and security of his personal data.
 3. Grindr made and continues to make materially false representations, concealed, and continues to conceal and otherwise make material omissions as to the manner in which it handles, controls, manages, discloses, sales, shares, transfers, attempts to safeguard, and/or otherwise protect the privacy and confidentiality of its users' personal data, including the personal data of Msgr. Burrill.
 4. Among other things and for purposes of example, Grindr, while representing that it takes steps to help protect user's Personal Data from unauthorized access, use, or disclosure, fraudulently conceals and fails to disclose that it provides and/or sells its users' personal data to ad networks, data vendors, and/or other third parties, including Uber Media, that sell the data or otherwise make it commercially available.
 5. Grindr also fraudulently conceals the names of these esoteric ad networks and data vendors, giving its users no ability to determine who will, in fact, have, purchase, receive and/or otherwise come into possession of their personal data. Grindr further conceals whether such un-identified ad networks and data vendors have any pertinent procedures in place to protect users' privacy. It misrepresents that it did not intend to sell or otherwise make the personal data available to third parties and withheld from Msgr. Burrill the fact that it had sold or otherwise made data available to third parties prior to and after he agreed to Grindr's terms of service.
 6. Had Msgr. Burrill known the extent to which Grindr would permit his personal data to become commercially available and/or that Grindr would not keep his usage of the Grindr application private, he would never have used it. As a consequence of Grindr's conduct, Msgr. Burrill suffered significant damages.
 7. If Grindr does not compensate Msgr. Burrill for in the amount of Five Million Dollars (\$5,000,000.00) and take the other corrective actions described herein within thirty (30) days, he will institute a legal action to recover his damages against Grindr.¹
- ///
- ///
8. Msgr. Burrill further demands that Grindr refrain from violating Civil Code section 1770, subdivision (a)(9) by advertising its social networking application with the false claim that it preserves the privacy of user data, and the false claim that it does not sell or

¹ Any monetary amounts set forth herein constitute a privileged offer to compromise pursuant to, *inter alia*, Section 1152 of the California Code and Fed. R. Evid. 408

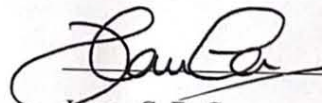


transfer its user data to third parties who make the data commercially available.

9. Msgr. Burrill further demands that Grindr refrain from violating Civil Code section 1770, subdivision (a)(19) by inserting an unconscionable arbitration provision into its terms of service which operates to impose an expense of bringing a proceeding against Grindr that vastly exceeds the cost of bringing an action in state court.
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Very truly yours,

THE CARR LAW GROUP



James C. D. Carr

CC: Telos Legal Corp as registered agent for service of process for Grindr, LLC
Grindr Holdings, LLC



June 15, 2024

By Registered Mail / Return Receipt Requested

Grindr, LLC
9450 SW GEMINI DR, PMB 73938
BEAVERTON, OR 97008

RE: NOTICE OF VIOLATION OF CALIFORNIA CONSUMER LEGAL REMEDIES ACT AND 30-DAY RIGHT TO CURE UNDER SECTION 1782. THIS IS A DEMAND LETTER AND MUST BE FORWARDED TO THE APPROPRIATE PARTY FOR IMMEDIATE RESOLUTION. FAILURE TO RESPOND TO THIS MAY RESULT IN ACTION BEING TAKEN.

PLEASE TAKE NOTICE, on behalf of our client, Monsignor Jeffrey Burrill, that we believe that the Grindr, LLC, Grindr Holdings, LLC, and all parent, subsidiary, and any other related entities (collectively, "Grindr"), acting as agents of each other, in concert with each other, and as part of a single, integrated enterprise, are in violation of Sections 1750, *et seq.*, of the California Civil Code ("California Consumer Legal Remedies Act" or "CLRA") for, among other reasons, those set forth below:

1. Monsignor Jeffrey Burrill is a Catholic Priest, who was the General Secretary of the U.S. Conference of Catholic Bishops. Msgr. Burrill was also a consumer of Grindr, which describes itself as the "largest social networking app for gay, bi, trans, and queer people." As Grindr represents, "[W]e've created a safe space where you can discover, navigate and get 0 feet away from the queer world around you." As a result of Grindr's fraudulent, intentional, outrageous, despicable and/or reckless conduct and its abject failure to safeguard Msgr. Burrill's personal data and user information, he has been publicly "outed" as gay, has been subjected to shame, ridicule, and hatred, and has been forced out of his position. Grindr made his personal data (including, without limitation, his applications signal data) commercially available; it was purchased by, and fell into the possession of, a private foundation known as the Clergy for Renewal ("CLCR"), which planted it with a publication known as The Pillar. The Pillar published an article in which Msgr. Burrill was "outed," and smeared with false and lurid claims, including a strong suggestion that Msgr. Burrill, by using Grindr, was "engaged in serial and illicit sexual activity" and that "failing to live continence" is "only a step away from sexual predation." Msgr. Burrill's reputation has been destroyed. He was forced out of his position as the General Secretary of the U.S. Conference of Catholic Bishops and has been subjected to significant financial damages and emotional and psychological

devastation.

2. Msgr. Burrill, a consumer who used Grindr's application and who is otherwise entitled to the protections of the CLRA, intends to bring a claim against Grindr pursuant thereto because Grindr deceived him regarding the handling, management, and security of his personal data.
3. Grindr made and continues to make materially false representations, concealed, and continues to conceal and otherwise make material omissions as to the manner in which it handles, controls, manages, discloses, sales, shares, transfers, attempts to safeguard, and/or otherwise protect the privacy and confidentiality of its users' personal data, including the personal data of Msgr. Burrill.
4. Among other things and for purposes of example, Grindr, while representing that it takes steps to help protect user's Personal Data from unauthorized access, use, or disclosure, fraudulently conceals and fails to disclose that it provides and/or sells its users' personal data to ad networks, data vendors, and/or other third parties, including Uber Media, that sell the data or otherwise make it commercially available.
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6. Had Msgr. Burrill known the extent to which Grindr would permit his personal data to become commercially available and/or that Grindr would not keep his usage of the Grindr application private, he would never have used it. As a consequence of Grindr's conduct, Msgr. Burrill suffered significant damages.
7. If Grindr does not compensate Msgr. Burrill for in the amount of Five Million Dollars (\$5,000,000.00) and take the other corrective actions described herein within thirty (30) days, he will institute a legal action to recover his damages against Grindr. ¹
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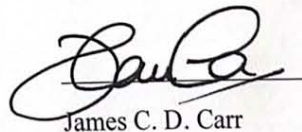
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Grindr Holdings, LLC



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Grindr, LLC
750 N San Vicente Blvd, Suite 1400
West Hollywood, CA 90069

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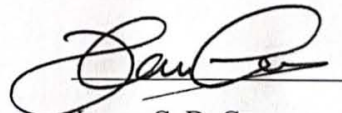
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Grindr Holdings, LLC



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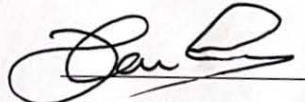
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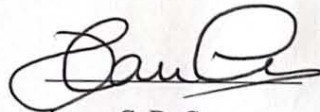
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¹ Any monetary amounts set forth herein constitute a privileged offer to compromise pursuant to, *inter alia*, Section 1152 of the California Code and Fed. R. Evid. 408

9. Msgr. Burrill further demands that Grindr refrain from violating Civil Code section 1770, subdivision (a)(19) by inserting an unconscionable arbitration provision into its terms of service which operates to impose an expense of bringing a proceeding against Grindr that vastly exceeds the cost of bringing an action in state court.
10. The conduct set forth above amounts to multiple violations of CRLA as well as the California laws prohibiting false advertising and unfair competition/unfair business practices (including, among other things, Sections 17200, *et seq.*, of the California Business and Professions Code). Those sections prohibit, among other things, fraudulent, illegal, and even "unfair" business practices, as well as false advertising.
11. **FAILURE TO TAKE THE ABOVE ACTION WITHIN 30 DAYS OF THE RECEIPT OF THIS NOTICE SHALL RESULT IN MR. BURRILL FILING A CIVIL LAWSUIT IN CALIFORNIA STATE COURT** for all remedies available to him, including, among other things, damages, restitution, injunctive relief, punitive damages, any and all statutory damages and penalties, treble damages, and attorney's fees.

Very truly yours,

THE CARR LAW GROUP



James C. D. Carr

CC: Telos Legal Corp as registered agent for service of process for Grindr Holdings, LLC
Grindr, LLC

Subject: USPS eReceipt
Date: Saturday, June 15, 2024 at 3:18:55 PM Pacific Daylight Time
From: DoNotReply@ereceipt.usps.gov
To: James C. D. Carr

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Product	Qty	Unit Price	Price
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Flat Rate Env			
West Hollywood, CA 90069			
Flat Rate			
Expected Delivery Date			
Mon 06/17/2024			
Insurance			\$0.00
Up to \$100.00 included			
Certified Mail®			\$4.40
Tracking #:			
70192970000152333989			
Return Receipt			\$3.65
Tracking #:			
9590 9402 5645 9308 4058 90			
Total			\$17.90
Priority Mail®	1		\$9.85
Flat Rate Env			
Beaverton, OR 97008			
Flat Rate			
Expected Delivery Date			
Tue 06/18/2024			
Insurance			\$0.00
Up to \$100.00 included			
Certified Mail®			\$4.40
Tracking #:			
70192970000152333958			
Return Receipt			\$3.65
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Street and Apt. No., or PO Box No.
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City, State, ZIP+4®
WEST HOLLYWOOD CA 90069
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Rev

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GRINDR LLC
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City, State, ZIP+4®
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FROM CARR LAW GROUP
3940 Laurel Canyon Blvd, 2010
Studio City CA 91604

TO GRINDR HOLDING LLC
750 N. San Vicente Blvd, #1400
W. Hollywood CA 90069

Customer Must Declare Full Value \$0.00 Received by 06/15/24

Domestic Insurance up to \$50,000 is included based upon the declared value. International Insurance is limited. (See Reverse)

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☐ Return Receipt (hardcopy)	\$3.65		
☐ Return Receipt (electronic)	\$0.00	Total Postage & Fees	\$30.30
☐ Restricted Delivery	\$0.00		

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed

FROM CARR LAW GROUP
3940 Laurel Canyon Blvd, #2010
Studio City CA 91604

TO GRINDR LLC
9450 SW Gemini Dr, PMB 73438
Beaverton OR 97006

Customer Must Declare Full Value \$0.00 Received by 06/15/24

Domestic Insurance up to \$50,000 is included based upon the declared value. International Insurance is limited. (See Reverse)

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Extra Services & Fees		☐ Signature Confirmation	\$
☐ Registered Mail	\$16.80	☐ Signature Confirmation Restricted Delivery	\$
☐ Return Receipt (hardcopy)	\$3.65		
☐ Return Receipt (electronic)	\$0.00	Total Postage & Fees	\$30.30
☐ Restricted Delivery	\$0.00		

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FROM CARR LAW GROUP
3940 Laurel Canyon Blvd
#2010
Studio City CA, 91604

TO GRINDR LLC
1500 N. San Vicente Blvd
#1400
West Hollywood CA 90069

Customer Must Declare Full Value \$0.00 Received by 06/15/24

Domestic Insurance up to \$50,000 is included based upon the declared value. International Insurance is limited. (See Reverse)

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