

1 JOHNSTON HUTCHINSON & LIRA
350 South Grand Ave., Suite 2220
2 Los Angeles, CA 90071
Telephone: (213) 542-1978
3 Facsimile: (213) 542-1977
4 Thomas J. Johnston, SBN 210506
tjj@johnstonhutchinson.com
5 Brian F. Needelman, SBN 284670
6 *bfn@johnstonhutchinson.com*

7 LAW OFFICES OF SCOTT WARMUTH, APC
17700 Castleton St., Suite 168
8 City of Industry, CA 91748
Telephone: (626) 407-4960
9 Facsimile: (626) 642-0808
10 Seth Mitchell, SBN 240889
11 *smitchell@law888.com*

12 Attorney for Plaintiff JING HE

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

16
17 JING HE, an individual;

18 Plaintiff,

19 v.

20 GRINDR LLC, a California limited liability
21 company; and DOES 1 through 25 inclusive;

22 Defendants.

CASE NO.

COMPLAINT FOR DAMAGES:

1. **Wrongful Termination in Violation of Labor Code §1102.5**
2. **Wrongful Termination in Violation of Public Policy**

(DEMAND FOR JURY TRIAL)

1 COMES NOW Plaintiff JING HE against Defendants GRINDR LLC, a California
2 limited liability company, and DOES 1 through 25, and alleges as follows:

3 **GENERAL ALLEGATIONS**

4 1. Plaintiff JING HE, an individual, is and at all relevant times mentioned herein
5 was, a resident of the County of Los Angeles, State of California.

6 2. Defendant GRINDR LLC (“GRINDR”) is a California limited liability company
7 that was doing busines in Los Angeles County, California at all relevant times mentioned herein.

8 3. The true names and capacities, whether individual, corporate, associate or
9 otherwise of defendants DOES 1-25, inclusive, and each of them, are unknown to Plaintiffs,
10 who therefore sue these defendants by such fictitious names, and will ask leave of court to
11 amend this complaint when the same shall have been ascertained. Plaintiffs are informed and
12 believe, and upon such information and belief, allege that each defendant designated herein as a
13 "DOE" is responsible, negligently and recklessly or in some other actionable manner, for the
14 events and happenings referred to herein which proximately caused injury to Plaintiffs as
15 hereinafter alleged.

16 4. Plaintiff is informed and believes and thereon alleges that there exists and, at all
17 times relevant to this complaint, existed a unity of interests between Defendants, including
18 Defendant GRINDR and/or Does 1-25, and each of them, such that any individuality and
19 separateness between Defendants has ceased, and Defendants are the alter ego of the other
20 Defendants and exerted control over each other. Adherence to the fiction of the separate
21 existence of Defendants as an entity distinct from other certain Defendants will permit an abuse
22 of the corporate privilege and would sanction fraud and/or promote injustice.

23 5. Plaintiff is further informed and believes that after a reasonable opportunity for
24 investigation and discovery, the facts will show that the Defendants are not distinct entities from
25 one another and that adherence to the fiction of the separate existence of the Defendants, and/or
26 preserving the corporate privilege would permit an abuse of the corporate privilege and would

1 sanction fraud and promote injustice by allowing Defendants to evade individual obligations to
2 creditors such as Plaintiff.

3 6. Plaintiff is further informed and believes that after a reasonable opportunity for
4 investigation and discovery, the facts will show that a host of additional factors will establish
5 alter ego including, but not limited to, the following:

- 6 • The commingling of funds and other assets, the treatment by the individual
7 defendants of the assets of the corporation as their own; and the failure to
8 segregate funds of the Defendants;
- 9 • The unauthorized diversion of corporate funds or assets to other than corporate
10 uses;
- 11 • The holding out that the individual defendants are personally liable for the debts of
12 the corporation;
- 13 • The failure to maintain minutes or adequate corporate records, and the confusion
14 of the records of the Defendants;
- 15 • The identical equitable ownership in the corporate entities by the same individuals
16 or the identification of the equitable owners thereof with the domination and
17 control of the corporate entity;
- 18 • The identification of the directors and officers of the entities in the responsible
19 supervision and management;
- 20 • The employment of the same employees and/or attorneys;
- 21 • The undercapitalization of the corporation or other entity;
- 22 • The disregard of legal formalities and the failure to maintain arm's length
23 relationships among related entities;
- 24 • The use of the corporate entity to procure labor, services or merchandise for
25 another person or entity; and
- 26 • The diversion of assets from a corporation by or to a stockholder or other person
27 or entity, to the detriment of creditors, or the manipulation of assets and liabilities
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1 between entities so as to concentrate the assets in one and the liabilities in another.
2 (See *Zoran Corp v. Chen* (2010) 185 Cal.App.4th 799, 811 812.)

3 7. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
4 in this Complaint, the Defendants were the agents and employees of their co-Defendants, and in
5 doing the things alleged in this Complaint were acting within the course and scope of such
6 agency and employment and acted in such a manner as to ratify the conduct of their co-
7 Defendants.

8 GENERAL ALLEGATIONS

9 8. Plaintiff incorporates and realleges herein by reference the preceding paragraphs
10 as though fully set forth herein.

11 9. At all relevant time periods herein, Plaintiff was an employee of Defendant
12 GRINDR LLC. Plaintiff Joined Defendant GRINDR LLC on June 21, 2019 as the Vice
13 President of Finance. Plaintiff was wrongfully terminated in a retaliatory action on July 7, 2020.

14 10. Plaintiff was hired due to her extensive experience and expertise with IPOs,
15 among other things. Plaintiff had previously excelled in a financial advisor role with Kunlun
16 Technology, during that company's acquisition of Grindr in 2016.

17 11. During her employment at Grindr, Plaintiff continued to excel. In fact, in her most
18 recent performance evaluation, Plaintiff received the highest score of any member of the
19 management team.

20 12. In April 2020, GRINDR's Buyer, James Lu requested that Plaintiff and her team
21 apply for a loan from the Federal Paycheck Performance Program. Such loans were meant to
22 support small businesses so that they would not have to fire employees during the COVID-19
23 pandemic. At the time however, GRINDR was not in financial danger, and there was no reason
24 to believe it would need to fire employees during the pandemic, especially because GRINDR's
25 online dating service was not directly adversely affected by State and local shutdown orders.

26 13. GRINDR'S PPP loan was funded on April 28, 2020.
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1 14. In early May 2020, the Federal Treasury Department updated its online guidelines
2 regarding PPP loan qualification. The new guidelines, in the form of an “FAQ” on the treasury
3 department website, emphasized that applicants such as GRINDR must certify “[c]urrent
4 economic uncertainty makes this loan request necessary to support the ongoing operations of the
5 Applicant.” Plaintiff read this and formed the reasonable belief that GRINDR did not in fact
6 qualify for its PPP loan because such a certification could not be made in good faith.

7 15. Plaintiff thereafter was advised that GRINDR could return the already funded loan
8 without penalty by May 14, 2020.

9 16. On May 12, 2020, Plaintiff emailed Mr. Lu about her concerns, explained the risk
10 of noncompliance with federal law, and suggested repaying the loan. The same day, Mr. Lu told
11 Plaintiff that GRINDR would keep the money.

12 17. At a finance group meeting on July 6, 2020, Plaintiff reported her concerns, and
13 Mr. Lu’s instructions, to GRINDR’s CFO, Gary Hseuh.

14 18. The next day, Gary Hseuh called a meeting with Plaintiff. Plaintiff expected to
15 further discuss her concerns that GRINDR had violated federal law. Instead, Mr. Hseuh fired
16 Plaintiff for “poor performance.”

17 19. In light of the foregoing, on information and belief, GRINDR’s reason for firing
18 Plaintiff was mere pretense. In reality, the GRINDR and Does 1 through 25 retaliated against
19 Plaintiff for disclosing information that Plaintiff reasonably believed indicated GRINDR had
20 violated Federal laws, rules, and/or regulations in applying for, accepting, and keeping the PPP
21 loan.

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1 **FIRST CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF LABOR CODE §1102.5**

3 (As Against All Defendants)

4 20. Plaintiff incorporates and realleges herein by reference the preceding paragraphs
5 as though fully set forth herein.

6 21. California Labor Code §1102.5 sets forth that “no employer may retaliate against
7 an employee for disclosing information to a government or law enforcement agency, or to a
8 person with authority over the employee or another employee who has the authority to
9 investigate, discover, or correct a violation or noncompliance, where the employee has
10 reasonable cause to believe that the information discloses a violation of local, state or federal
11 statute, or a violation or noncompliance with a local, state or federal rule or regulation,
12 regardless of whether disclosing the information is part of the employee’s job duties.”

13 22. As is set forth above, GRINDR and/or Does 1-25 retaliated against Plaintiff by
14 terminating her on account of her disclosure of information to other employees who had
15 authority over Plaintiff and/or who had the authority to investigate, discover, or correct a
16 violation or noncompliance with federal law.

17 23. As a direct and proximate result of the unlawful conduct of GRINDR and/or Does
18 1-25, Plaintiff has suffered special damages including but not limited to past and future loss of
19 income and benefits and other damages to be proven at time of trial.

20 24. As a direct and proximate result of the unlawful conduct of GRINDR and/or Does
21 1-25, Plaintiff has suffered general damages including but not limited to shock, embarrassment,
22 humiliation, emotional distress, stress, and other damages to be proven at the time of trial.

23 25. The unlawful conduct alleged above was engaged in by the officers, directors,
24 supervisors and/or managing agents of GRINDR and/or Does 1-25, who were acting at all times
25 relevant to this Complaint within the scope and course of their employment. GRINDR and/or
26 Does 1-25 are, therefore, liable for the conduct of said agents and employees.

1 26. GRINDR and/or Does 1-25 committed the acts herein alleged maliciously,
2 fraudulently and oppressively in conscious disregard for Plaintiff’s rights, and such acts were
3 committed by and/or ratified by, and or were committed with the knowledge of employees’ lack
4 of fitness in the workplace but were allowed to proceed, by officers, directors, and/or managing
5 agents of GRINDR and/or Does 1-25. Plaintiff is, therefore, entitled to recover punitive
6 damages from GRINDR and/or Does 1-25 in an amount according to proof at trial.

7 27. As a result of the conduct of GRINDR and/or Does 1-25, Plaintiff was forced to
8 retain an attorney in order to protect her rights. Accordingly, Plaintiff seeks the reasonable
9 attorneys’ fees and costs incurred in this litigation in an amount according to proof at trial.

10 **SECOND CAUSE OF ACTION**

11 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

12 (As Against All DEFENDANTS)

13 34. By this reference, Plaintiff hereby incorporates each and every paragraph set forth
14 above as though fully set forth at this place.

15 35. At all times mentioned herein, California Labor Code §1102.5, and corresponding
16 administrative regulations, were in full force and effect and set forth the policy of the State of
17 California. It is the public policy of the State of California to protect and safeguard the right and
18 opportunity of all persons to seek and hold employment without discrimination/retaliation on the
19 basis of their complaints of illegal activity in the workplace.

20 36. Plaintiff is informed and believes and thereon alleges that GRINDR and/or Does
21 1-25 wrongfully terminated the employment of Plaintiff in violation of the public policy of the
22 State of California as is set forth herein and other applicable provisions of law.

23 37. As a direct and proximate result of the unlawful conduct of the GRINDR and/or
24 Does 1-25, Plaintiff has suffered special damages including but not limited to past and future
25 loss of income and other damages to be proven at time of trial.

1 38. As a direct and proximate result of the unlawful conduct of GRINDR and/or Does
2 1-25, Plaintiff has suffered general damages including but not limited to shock, embarrassment,
3 humiliation, emotional distress, stress and other damages to be proven at the time of trial.

4 39. The unlawful conduct alleged above was engaged in by the officers, directors,
5 supervisors and/or managing agents of Grindr and/or Does 1-25 who were acting at all times
6 relevant to this Complaint within the scope and course of their employment. Grindr and/or Does
7 1-25 are, therefore, liable for the conduct of said agents and employees.

8 40. GRINDR and/or Does 1-25 committed the acts herein alleged maliciously,
9 fraudulently and oppressively in conscious disregard for Plaintiff's rights, and such acts were
10 committed by and/or ratified by, and or were committed with the knowledge of employees lack
11 of fitness in the workplace but were allowed to proceed, by officers, directors, and/or managing
12 agents of GRINDR and/or Does 1-25. Plaintiff is, therefore, entitled to recover punitive
13 damages from GRINDR and/or Does 1-25 in an amount according to proof at trial.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment for damages against the defendants, and each
3 of them, as follows:

- 4 1. For general damages according to proof but in excess of jurisdictional minimum for
5 general jurisdiction;
- 6 2. For special damages according to proof but in excess of jurisdictional minimum for
7 general jurisdiction;
- 8 3. For punitive damages;
- 9 4. For costs of suit incurred herein;
- 10 5. For pre-judgment interest and post-judgment interest according to law; and
- 11 6. For such other and further relief as the court may deem just and proper.

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13 DATED: September 23, 2020

JOHNSTON HUTCHINSON & LIRA LLP

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16 By: 

THOMAS J. JOHNSTON
BRIAN F. NEEDELMAN
Attorneys for Plaintiff JING HE

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19 **DEMAND FOR JURY TRIAL**

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21 Plaintiffs hereby demand a trial by jury on all issues so triable.

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23 DATED: September 23, 2020

JOHNSTON HUTCHINSON & LIRA LLP

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25
26 By: 

THOMAS J. JOHNSTON
BRIAN F. NEEDELMAN
Attorneys for Plaintiff JING HE

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