



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

JOAN DOE, as Guardian ad litem for)
JANE DOE, minor,)
)
Plaintiff,)
)
v)
)
SNAP, INC. a/k/a SNAPCHAT, INC.)
)
VERIZON COMMUNICATIONS, INC.,)
)
APPLE INC.,)
)
and ANTHONY N. OMEIRE)
)
Defendants)

C.A. No.

COMPLAINT

DEMAND FOR JURY TRIAL

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AND NOW COMES the Plaintiff Jane Doe, a minor, by and through her Mother, Joan Doe, and by and through her attorneys Lee W. Davis, Esquire and the Law Offices of Lee W. Davis, Esquire, L.L.C., and Raeann Warner, Esquire and Collins Price & Warner and files this Complaint against Defendant Snap, Inc. also known as Snapchat, Inc. (hereinafter “Defendant Snap”), Defendant Verizon Communications Inc. and its division, Verizon Wireless (hereinafter “Defendant Verizon”), Defendant Apple, Inc. (hereinafter “Defendant Apple”) and Anthony N. Omeire (hereinafter “Defendant Omeire”) alleging, under information and belief, unless specifically so cited:

INTRODUCTION AND SUMMARY OF ACTION

1. Plaintiff Jane Doe, a 13-year-old girl, seeks redress, for her matching to Defendant Omeire by Snapchat, and then her discovery, location, and rape when she was 10 years old, factually, and proximately caused, jointly and severally, by the Defendant Snap, Inc and its Snapchat App, Defendant Verizon and its Smart Family App, and Defendant Apple and its App

store and Defendant Omeire. Plaintiff's theories of liability do not turn on Defendants' alleged failure to monitor and remove third-party content. Rather, this case details specifically how Defendant Snap, Defendant Verizon and Defendant Apple enabled Snapchat, lacking effective age and identity controls to data mine smartphones and match users to one another, regardless of age or identity, proximately causing Plaintiff Jane Doe's matching, discovery, location, and rape and resultant injuries.

PARTIES

2. Plaintiff Jane Doe, a Minor, is a resident of Delaware. Plaintiff Jane Doe brings this suit on her own behalf.

3. Plaintiff Jane Doe, *sui non juris*, and her legal guardian Joan Doe, her Mother, request that this Court permit them to proceed under pseudonyms ("Jane Doe" and "Joan Doe" respectively). If required by the Court, they will seek permission to proceed under the pseudonyms. The use of pseudonyms is necessary to preserve privacy in a matter that is sensitive and highly personal in nature given that the allegations detailed herein relate to Plaintiff Jane Doe's experience as a victim of rape. Plaintiff's sensitive and personal experiences were not the result of any voluntary undertaking on her part, and neither the public, nor the Defendants, will be prejudiced by Plaintiff's and her Mother's identities remaining private.

4. Defendant Snap Inc. a/k/a Snapchat, Inc.'s principal place of business is 3000 31st Street, Santa Monica, California 90405.

5. Defendant Verizon Communications Inc.'s principal place of business is 1095 Avenue of the Americas, New York, New York 10036.

6. Defendant Apple, Inc.'s principal place of business is 1 Apple Park Way, Cupertino, CA 95014.

7. Defendant Omeire is in the custody of the State of Delaware.

JURISDICTION AND VENUE

8. The Plaintiff Jane Doe, a minor, is a resident of Delaware.

9. The Defendant Snap Inc. a/k/a Snapchat, Inc.'s principal place of business is 3000 31st Street, Santa Monica, California 90405 and is incorporated in the State of Delaware.

10. The Defendant Verizon Communications, Inc.'s principal place of business is 1095 Avenue of the Americas, New York, New York 10036 and is incorporated in the State of Delaware.

11. The Defendant Apple Inc.'s principal place of business is 1 Apple Park Way, Cupertino, CA 95014 and is incorporated in the State of California.

12. The Defendant Omeire is a resident of Delaware.

13. Jurisdiction and Venue are proper in Delaware because the Plaintiff Jane Doe and Defendant Omeire are residents of Delaware and Defendants Verizon Communications, Inc. and Snap, Inc. a/k/a Snapchat, Inc. are incorporated in Delaware. There is no diversity among the parties.

FACTS

14. On June 12, 2021, Plaintiff's Mother purchased a new Apple iPhone 12 for Plaintiff Jane Doe, for her 10th birthday present from the Defendant Verizon, directly, at its company owned store located at 4345 Kirkwood Hwy, Kirkwood Plaza, Wilmington, DE 19808.

15. When Defendant Verizon sold Plaintiff's Mother Jane Doe's new iPhone 12, Plaintiff Jane Doe was physically present at the Defendant Verizon's owned retail store with her Mother.

16. On the advice of Defendant Verizon's employees and agents at the Defendant Verizon's owned store, Plaintiff's Mother purchased, for a monthly fee, the Kids Unlimited plan which

included the Smart Family App premium monthly service for Plaintiff Jane Doe’s new iPhone 12.

17. The Defendant Verizon objectively knew or should have known the intended user of the new iPhone 12 with the Kids Unlimited Plan and the Smart Family App was the Plaintiff Jane Doe, a 9-year-old, soon to be 10 years old, at the time.

18. The Smart Family App is advertised to “Childproof Your Internet” and “Protect your kids and keep an eye on their online activity at home and on the go. View screen time, filter, or block content, monitor apps and websites, turn off internet connections, and restrict calls and messaging.”¹

19. The Defendant Verizon, its employees, or agents did not warn or communicate to Plaintiff Jane Doe nor her Mother, in any manner, at the time of Jane Doe’s iPhone 12 purchase, that the Smart Family App is ineffective to monitor or filter messaging or contacts or social media on Defendant Snap’s Snapchat, one of the most popular Social Media Networks for kids, on Defendant Apple’s iPhones.

20. The Smart Family App, in essence, is two applications, a parent App for a parent’s phone that controls a Smart Family Companion App on the child’s phone.

21. The Smart Family Apps were downloaded from the Defendant Apple’s proprietary App Store at the time Jane Doe’s iPhone was purchased.

22. When using iPhones, the Defendant Apple’s App Store is the exclusive distribution channel that can be used to install the Defendant Verizon’s Smart Family Apps for use.

¹ <https://www.verizon.com/solutions-and-services/add-ons/safety/verizon-smart-family/> Retrieved 12/8/2022

23. The Plaintiff's Mother was alerted by the Defendant Verizon's Smart Family App that Plaintiff Jane Doe, who was 10 years old at the time, wished to download Defendant Snap's Snapchat App.

24. Plaintiff Jane Doe's contact information was in Plaintiff's Mother's iPhone device contacts.

25. The Plaintiff Jane Doe downloaded Snapchat to her iPhone 12. Plaintiff's Mother also downloaded Snapchat to her iPhone. In addition to being contacts in their respective iPhones, Plaintiff and Plaintiff's Mother were in each other's Snapchat App contacts.

26. Plaintiff Jane Doe is an actual buyer for consideration of Defendant Snap's Snapchat.²

27. Before the Plaintiff Jane Doe sent or received any message to or from any other Snapchat user, Snapchat was already working to match to expose Plaintiff Jane Doe to other Snapchat users and expand the reach of its network.

28. On January 19, 2022, during a chance meeting at a business networking event at a local restaurant, Plaintiff's Mother briefly met, for the first, *and only time*, and shared her own contact information with Plaintiff Jane Doe's would-be rapist, Defendant Omeire.

29. Upon information and belief, the would-be rapist, Defendant Omeire, stored Plaintiff's Mother's information in his smartphone. Plaintiff's Mother did not add Defendant Omeire to her iPhone contacts.

30. Plaintiff's Mother received one text message from Plaintiff Jane Doe's would-be rapist, Defendant Omeire, after the singular encounter and did not respond.

² Defendant Snap admits forming a binding contract with users in Defendant Snap's Terms of Service effective November 15, 2021. In prior Terms of Service Defendant Snap admitted in classic contract wording identifying the consideration exchanged between the parties:
"[Snapchat] may contain advertisements. In consideration for Snap, Inc. letting you access and use [Snapchat], you agree that we...may place advertising on [Snapchat]." Snap, Inc. Terms of Service, Effective September 26, 2017

31. Without notice to Plaintiff or Plaintiff's Mother, once Defendant Omeire, Plaintiff Jane Doe's would-be rapist, had the Plaintiff Jane Doe's Mother's contact information in his phone, Snapchat datamined Plaintiff's iPhone, Plaintiff's Mother's iPhone, and Defendant Omeire's smartphone and enabled and facilitated the Quick Add discovery or search of "suggested friends" on Snapchat. This matter is not a hypothetical scenario in which a sexual predator was recommended to the friends of Plaintiff's Mother who is already Snapchat "friends" with Defendant Omeire, nor does this matter involve the display of third-party content.

32. The Snapchat App, alone, created the relationship between Plaintiff Jane Doe and her would-be rapist, Defendant Omeire. There was no contact between Plaintiff Jane Doe and the would-be rapist until the Plaintiff Jane Doe was first matched to Defendant Omeire by Snapchat.

33. The Plaintiff Jane Doe's Snapchat profile was unveiled to Defendant Omeire on Snapchat because Plaintiff's Mother was a contact in Defendant Omeire's smartphone and the Plaintiff Jane Doe was a contact in her Mother's iPhone. Plaintiff and her Mother were both mutual contacts on Snapchat.

34. Because Plaintiff Jane Doe was matched by the Snapchat App to her would-be rapist, Defendant Omeire, Plaintiff began to communicate on Snapchat on a regular basis with her would-be rapist, who was impersonating a 15-year-old girl, Abby.

35. Without notice to Plaintiff's Mother from the Defendant Verizon's Smart Family App, Plaintiff Jane Doe later began to communicate and "friended" the same predator, Defendant Omeire, this time impersonating an adult "friend" of Plaintiff's Mother.

36. Without notice to Plaintiff's Mother from the Defendant Verizon's Smart Family App, Plaintiff Jane Doe was foreseeably matched with, discovered, located, and raped by Defendant

Omeire, a 34-year-old man, using multiple identities on Snapchat, impersonating a 15-year-old girl and later, impersonating a “friend” of Jane Doe’s Mother.

37. Without notice to Plaintiff’s Mother from the Verizon Smart Family App, Plaintiff Jane Doe’s exact, real-time location, upon information and belief, could be tracked on Snapchat using Snap Maps by the 34-year-old man impersonating first, a 15-year-old girl and later, a “friend” of Jane Doe’s Mother.

38. Defendant Omeire, a 34-year-old man, upon information and belief, used Snapchat to contact and/or geolocate the Plaintiff Jane Doe, a 10-year-old, and rape her, infecting her with the Sexually Transmitted Disease, Chlamydia, in May 2022.

39. Defendant Omeire was convicted of two counts for Plaintiff Jane Doe’s Rape in the First Degree, a Class A Felony, Rape of a Person Under 12 pursuant to 11 DE Code § 773 and was sentenced on October 22, 2023 to 60 years in Delaware State Prison.

40. As the direct result of her rape, Plaintiff Jane Doe was diagnosed with Adjustment Disorder with Anxiety (F43.22).

DEFENDANT SNAP, INC’S SNAPCHAT APP

41. Defendant Snap Inc. a/k/a Snapchat, Inc. offers Snapchat, a camera application that helps people to communicate through short videos and images called Snaps. It also provides Camera, a tool to personalize and add context to Snaps; Chat that allows for creating and watching stories, chatting with groups, making voice and video calls, and communicating through a range of contextual stickers and Bitmojis; and Discover that helps surfacing the stories and shows from publishers, creators, and the community based on a user's subscriptions and interests. In addition, the company offers Snap Map, which brings to a live map of individual location, showing nearby friends, popular stories, and a heatmap of recent Snaps posted; and Memories that allows users to

choose to save the Snaps they create in a searchable personal collection, and users to create Snaps and stories from their saved Snaps and camera roll.

42. Snapchat is “a social-media platform built around the feature of ephemeral, self-deleting messages. Snapchat is popular among teenagers. And, because messages sent on the platform are self-deleting, it is popular among sexual predators as well.” *Doe Through Roe v. Snap, Inc.*, No. 23-961, 2024 WL 3259814, at *1 (U.S. July 2, 2024)

43. Part of the intentional design of the “Chat” feature is messages that disappear after being read by the recipient, i.e., ephemeral.

44. Unknown to Plaintiff Jane Doe and her Mother, Snapchat’s original intended design with ephemeral messages was created to mask inappropriate sexual conduct.

45. Rather than humble, Snapchat’s origins are sinister as the Founders and Creators were reported discussing the initial idea for Snapchat:

“I wish I could send disappearing photos,” [Reggie] mused, almost absentmindedly. David and Zach laughed and agreed that it would be useful if photos disappeared, then turned to who was coming to their party that weekend. ...Reggie focused on the usefulness of this new idea. A way to send disappearing pictures. He wouldn’t have to worry about sending a hookup a picture of his junk! And girls would be way more likely to send him racy photos if they disappeared.³

46. The New York Times warned, in 2012, that the ephemeral message feature of Snapchat was being openly used for sexting: sending “sexually suggestive nude or nearly nude photo or video” using a cellphone.⁴

³ Gallagher, Billy. *How to Turn Down a Billion Dollars* (p. 21). St. Martin's Publishing Group. Kindle Edition.

⁴ Disruptions: Indiscreet Photos, Glimpsed Then Gone , By Nick Bilton, New York Times, May 6, 2012, <https://archive.nytimes.com/bits.blogs.nytimes.com/2012/05/06/disruptions-indiscreet-photos-glimpsed-then-gone/>

47. The Lowell Sun’s⁵ Editorial Board described “Snapchat’s Criminal Application” “as just a convenient, automatically disposable way to exchange pictures and videos — i.e., snaps. Well, it seems that popular messaging app, in the wrong hands, can also be a convenient, quickly disposable way to conduct unlawful activity.”⁶
48. Snapchat’s disappearing message feature has been criticized by the Wisconsin Department of Justice⁷ investigators reporting child pornography, enticement, extortion, and sextortion on Snapchat.
49. Prior to any communication, or the display of third-party content exchanged between Snapchat users, the Defendant Snap’s Snapchat App is defectively designed.
50. Snapchat includes an intentional design by Defendant Snap to not to allow parental control Apps, like Defendant Verizon’s Smart Family App, to work effectively on Snapchat.
51. Jane Doe does not seek to hold Defendants liable as a “publisher(s) or speaker (s)” of content someone posted on Snapchat, or for Defendant Snap’s failure to remove content posted on Snapchat. *Doe v. Internet Brands, Inc.*, 824 F.3d 846, 851 (9th Cir. 2016)
52. Defendant Snap could have satisfied its alleged obligation to take reasonable measures to make a product design more useful than it was foreseeably dangerous without altering the content that Snapchat’s users generate.

SNAPCHAT DATA MINES USERS’ SMARTPHONES

⁵ The Sun, also known as The Lowell Sun, is a daily newspaper based in Lowell, Massachusetts, United States, serving towns in Massachusetts around the Greater Lowell area and beyond since 1878.

[https://en.wikipedia.org/wiki/The_Sun_\(Lowell\)](https://en.wikipedia.org/wiki/The_Sun_(Lowell))

⁶ <https://www.lowellsun.com/2021/07/03/snapchats-criminal-application/>

⁷ <https://www.tmj4.com/news/i-team/investigators-say-more-predators-using-snapchat-to-victimize-children>

53. The Defendant Snap’s Snapchat’s intentional design and operation, alone, that data mines user smartphones, created the relationship between the Plaintiff Jane Doe and Defendant Omeire.

54. David Boyle, Director of Product Management at Defendant Snap admits that “[i]n order for a Snapchat user to show up in another Snapchat user’s Quick Add suggestions, one user must have the *other’s phone number or email address in their respective phone contacts*, **or** both users must have mutual friends on Snapchat.”⁸ (Emphasis added)

55. Mr. Boyle states “If a user is presented with a Quick Add suggestion for someone they do not actually know in real life—perhaps because they have mutual friends in common, but they do not actually know each other—the user would typically not even be able to tell whether the user being suggested was a minor or an adult, much less anything else about them (what state they are in, what their interests are, etc.).”⁹

56. Defendant Snap further admits on its support website:

Pro Tip 💡 Even if you don’t upload your contacts to Snapchat, or you delete your previously uploaded contacts, you may still see friends in Quick Add for other reasons, such as if you’re in other Snapchatters’ contacts.

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Figure 1

57. Plaintiff’s Mother never added the would-be rapist as an iPhone, nor Snapchat specific contact, yet Snapchat is designed to data mine Snapchat users’ smartphones to create relationships to ever expand the reach of the Snapchat network of users.

⁸ Declaration of David Boyle, Director of Product Management at Snap Inc., *L.W., minor child through her legal guardian Jane Doe, et al. v Snap, Inc., et al.*, in the District Court for the Southern District of California, Case No. 3:22-cv-00619-LAB-MDD, ECF 67-2, p. 5, ¶ 16.

⁹ *Id.*, ¶ 19

¹⁰ <https://support.snapchat.com/en-US/article/add-friends> retrieved 12/1/2022

58. Once Snapchat is installed on smartphones, Defendant Snap collects data stored on or “data mines” each smartphone in addition to collecting any Snapchat data usage.

59. Snapchat collects:

- usage information (how the user communicates with other users, such as their names, the time and date of any communications);
- content information (whether the user viewed content, and meta data “information about a Snap and Chat such as the date, time, sender, and receiver.”);
- device information;
- *device phonebook*;
- camera and photos;
- *precise location information*;
- information collected by cookies and other technologies¹¹ (*Emphasis added*)

60. Snapchat, alone, upon information and belief, presented Defendant Omeire with the Quick Add or suggested friend profile or friend search of the Plaintiff Jane Doe.

61. There is no indication, whatsoever, that the matching of Plaintiff Jane Doe by Snapchat to Defendant Omeire was the result of information dependent on the input by any Snapchat user, i.e., third party content. The datamined information of Plaintiff Jane Doe’s and her Mother’s iPhones was not published or edited by Snapchat. The digital information was extracted by Snapchat.

62. Independent of any information a Snapchat user inputs, i.e., third party content, the Defendant Snap actively participates in the origination of information for Snapchat by datamining Snapchat users’ smartphones. Unlike merely enabling the posting of this content, Snapchat is datamining to further expand the Snapchat network. The information that Defendant Snap actively data mines and extracts is not posted content viewable to another Snapchat user.

¹¹ <https://values.snap.com/privacy/privacy-policy>

63. There is no traditional publisher's editorial function involved in datamining Snapchat's users' smartphones.

64. Upon information and belief, sometime after January 2022, and unknown to Plaintiff's Mother, and unwarned by the Verizon Smart Family App, during Plaintiff Jane Doe's normal consumer use of the Snapchat App, Plaintiff Jane Doe was matched to Defendant Omeire disguising himself as 15-year-old Abby.

65. Upon information and belief, Defendant Snap's Snapchat App, through the "Quick Add" suggested friends or "friend search" feature, encouraged and created the relationship between a 34-year-old child predator, Defendant Omeire, impersonating a 15-year-old girl, and Plaintiff Jane Doe.

SNAPCHAT MATCHES AND CREATES USER RELATIONSHIPS

66. Unknown to Plaintiff Jane Doe and her Mother, Snapchat collected Plaintiff's smartphone contacts, including Plaintiff's Mother.

67. Plaintiff Jane Doe and her Mother each had the *other's phone number or email address in their respective phone contacts*.

68. Defendant Omeire was not previously a Snapchat or native iPhone contact on Plaintiff Jane Doe's or her Mother's iPhones.

69. Snapchat exploits information it data mines to match Snapchat users. The datamined information is neither edited nor published to others. Snapchat recklessly datamined both Plaintiff Jane Doe's and her Mother's iPhones.

70. The Defendant Snap's Snapchat's intentional design actively datamined the Plaintiff's, the Plaintiff's Mother's, and Defendant Omeire's smartphone contacts and combined with Snapchat's real time geolocation for matching users created the Defendant Snap's active

participation in the matching of the Plaintiff Jane Doe and disclosure to Defendant Omeire, her would-be rapist.

71. The Defendant Snap's Snapchat "machine" created the matching and relationship of Plaintiff Jane Doe with Defendant Omeire by facilitating Defendant Omeire's multiple identities and then the Snapchat "machine" single-handedly, matched, and created any relationship between Plaintiff Jane Doe and her would-be rapist.

SNAPCHAT'S AGE VERIFICATION IS INEFFECTIVE

72. The Snapchat application is flawed before any person signs up for a user account. Upon signing up for Snapchat, users are required to enter a birthdate.

73. A Snapchat user can enter any birthdate without any verification of the birthdate's accuracy whatsoever.

74. Defendant Snap, Inc. has actual knowledge that Snapchat's age verification is completely ineffective.

75. On March 19, 2019, Defendant Snap's Senior Director of International Public Policy, Stephen Collins, in response to questioning before Parliament in the United Kingdom, admitted "[Snapchat's] age verification system does not work for a popular way of signing up to Snapchat...we certainly agree."¹²

76. In the instant matter, Defendant Omeire was able to create a fictitious age and username on Snapchat to impersonate a 15-year-old girl, Abby.

SNAPCHAT'S IDENTITY VERIFICATION IS INEFFECTIVE

¹² <https://www.businessinsider.com/snapchat-says-its-age-verification-safeguards-are-effectively-useless-2019-3>

77. The Defendant Snap is and has been aware that there are no effective identity verification systems on Snapchat, thus, one Snapchat user can have more than one Snapchat account.

78. The Defendant Snap's Snapchat is designed to entice those that seek an Internet based Texting/Messaging service in which the ephemeral messages purportedly disappear. This feature makes Snapchat attractive to child predators. Even though Snapchat's Terms of Service forbid the use of multiple accounts on the platform, users, like the Plaintiff Jane Doe's would be rapist, Defendant Omeire used multiple accounts for nefarious activities toward other Snapchat users.

79. In 2014, Snapchat had notice when the U.S. Federal Trade Commission stated in the Complaint, *In the Matter of Snapchat, Inc.*, that there are common and readily available methods for verifying phone numbers to prevent misuse of multiple accounts by one user on Snapchat.¹³

80. In 2022, at the time of the would-be rapist's impersonation of 15-year-old Abby, and "friend" of Plaintiff's Mother, Snapchat had still not instituted common and readily available methods for verifying phone numbers to prevent misuse of multiple accounts.¹⁴

81. The Defendant Snap is objectively aware of the dangerous user activities, including but not limited to impersonation, on Snapchat.

82. Defendant Snap admits to the significant problems on its platform, including the problem of impersonation in millions of accounts:

¹³ <https://www.ftc.gov/system/files/documents/cases/140508snapchatcmpt.pdf>

¹⁴ "How to Bypass Snapchat Verification Code" By Brady Klinger-meyers -Last updated Apr 7, 2022, <https://techzillo.com/login-snapchat-without-verification-code/> retrieved 12/18/2022

Total Content & Account Reports		Total Content Enforced		Total Unique Accounts Enforced	
12,942,979		5,688,970		2,860,412	

Reason	Content & Account Reports	Content Enforced	% of Total Content Enforced	Unique Accounts Enforced	Turnaround Time (in median minutes)
Sexually Explicit Content	6,853,643	4,355,143	76.6%	1,972,482	<1
Harassment and Bullying	1,068,592	360,714	6.3%	310,762	6
Spam	692,242	348,790	6.1%	289,511	3
Drugs	775,145	270,810	4.8%	200,022	6
Threats & Violence	547,914	150,199	2.6%	113,887	7
Other Regulated Goods	79,139	71,757	1.3%	53,927	9
Hate Speech	178,170	62,069	1.1%	52,849	8
Weapons	73,139	27,722	0.5%	23,181	6
Self-harm & Suicide	141,116	18,800	0.3%	16,987	7
Impersonation	2,120,045	18,089	0.3%	16,344	<1
False Information	413,834	4,877	0.1%	3,371	9

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Figure 2

83. The Defendant Snap admits to knowledge of more than 2 million instances of impersonation on Snapchat in its own Transparency Report, covering January 1, 2022 – June 30, 2022, Released: November 29, 2022, during the time period that Plaintiff Jane Doe was matched with Defendant Omeire by Snapchat using multiple identities and then discovered, located, and raped.

84. Another way Snapchat is designed to facilitate impersonation is through the use of Bitmojis.

85. David Boyle, Director of Product Management at Defendant Snap explains “A Bitmoji is a cartoon avatar that users can select and customize themselves. People can customize the

¹⁵ Snapchat Transparency Report, January 1, 2022 – June 30, 2022, Released: November 29, 2022, <https://values.snap.com/privacy/transparency>

Bitmoji in many ways, including but not limited to, the cartoon avatar's physical features (hairstyle, eye color, and the shape of facial features) and wardrobe (clothes, jewelry, and glasses). Bitmojis do not identify users as children or adults and do not show the age of the user. There is no requirement that a user's Bitmoji reflect how they appear in person. In fact, a user does not have to select a Bitmoji, in which case all that appears is a generic silhouette.”¹⁶

86. The Defendant Snap provides the tools to manipulate one's identity on Snapchat by allowing users to manipulate Bitmojis.

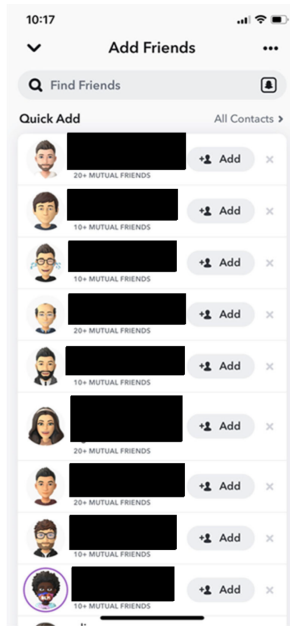
87. Contrary to Mr. Boyle's assertion, age and whether a user is a child or adult are displayed in Bitmojis, “Selecting a person's username in the Quick Add list shows a version of that user's Snapchat profile. By default, the Snapchat profile displayed, however, does not reveal any additional information about the user. The profile does not show that person's age or gender.”¹⁷

Although Snapchat user's Bitmoji's Age and Gender are not specifically identified, these Bitmojis clearly depict supposed user Age and Gender.

88. The representation put forth by Mr. Boyle of Bitmojis illustrates user age and gender are in fact identified:

¹⁶ Declaration of David Boyle, Director of Product Management at Snap Inc., L.W., minor child through her legal guardian Jane Doe, et al. v Snap, Inc., et al., in the District Court for the Southern District of California, Case No. 3:22-cv-00619-LAB-MDD, ECF 67-2

¹⁷ Declaration of David Boyle, Director of Product Management at Snap Inc., L.W., minor child through her legal guardian Jane Doe, et al. v Snap, Inc., et al., in the District Court for the Southern District of California, Case No. 3:22-cv-00619-LAB-MDD, ECF 67-2, p. 5, ¶ 13



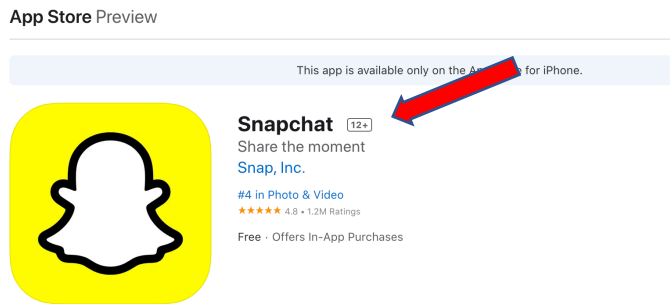
18

Figure 3

89. The Bitmojis depict users by gender and as children or adults and is yet another Snapchat tool to hide a user’s actual identity.

SNAPCHAT’S PROTECTIONS FOR MINORS ARE INEFFECTIVE

90. The Defendant Snap self identifies Snapchat in Defendant Apple’s App Store as appropriate for children 12+ years old, yet Defendant Snap’s own Terms of Service require a user to be 13 years old or older.



19

Figure 4

¹⁸ Declaration of David Boyle, Director of Product Management at Snap Inc., L.W., minor child through her legal guardian Jane Doe, et al. v Snap, Inc., et al., in the District Court for the Southern District of California, Case No. 3:22-cv-00619-LAB-MDD, ECF 67-2, p. 2, ¶ 8

¹⁹ <https://apps.apple.com/us/app/snapchat/id447188370>, Retrieved 12/28/2022

91. Defendant Snap had objective knowledge that at least a portion of its target audience is younger than 13, contradicting Snapchat's own policies.

92. The Defendant Snap has not verified all Snapchat's users' actual ages; therefore, it is factually impossible and preposterous for the Defendant Snap to claim knowledge of which Snapchat users are under 18 years old, let alone under the age of 13.

93. As the result of the misplaced reliance on its completely ineffective age verification system, Defendant Snap's claims that:

“While we want our platform to be safe for all members of our community, we have extra protections in place for teenagers. For example, on Snapchat:

- By default, teens have to be mutual friends before they can start communicating with each other.
- Friend lists are private, and we don't allow teens to have public profiles.
- And we have protections in place to make it harder for strangers to find teens. For example, teens only show up as a "suggested friend" or in search results in limited instances, like if they have mutual friends in common.”²⁰

94. These so-called age protections are meaningless since Snapchat's age verification method is ineffective.

95. Defendant Snap prevents Parental Control Apps, such as Defendant Verizon's Smart Family App, from monitoring content or for blocking of contacts or messaging on iPhones.²¹

SNAPCHAT EXPOSES USERS' REAL TIME GEOLOCATION

²⁰ <https://snap.com/en-US/safety-and-impact>, August 9, 2022, retrieved 11/27/2022

²¹ <https://www.bark.us/app-overview/snapchat/>, retrieved 3/11/2024

96. The Defendant Snap’s Snapchat automatically includes a geolocation and tracking feature known as Snap Map.

97. The Snap Map feature is an electronic exact real time geolocation tracking “Tool” that shares a user’s exact real-time locations with other Snapchat users.

98. Snapchat uses a device’s internal GPS and cell or WIFI signal, and the Snapchat application generates a Bitmoji and a map disclosing the user’s exact location within a few feet that is viewable by other Snapchat “friends.”

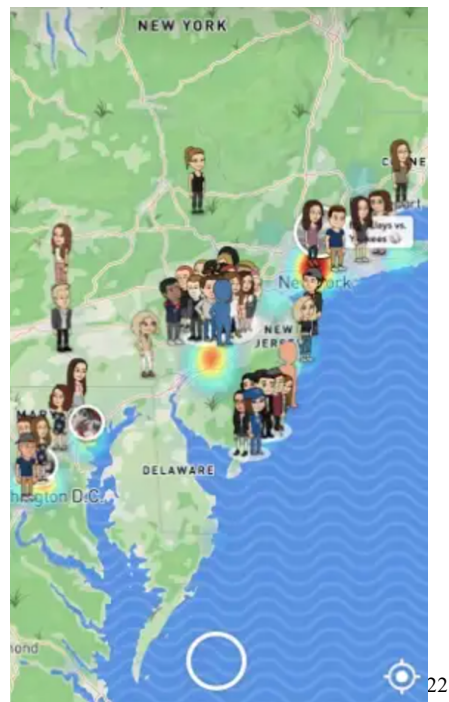


Figure 5

99. The Defendant Snap’s Snapchat’s Snap Map, upon information and belief, displayed Plaintiff Jane Doe’s exact real-time geolocation to Defendant Omeire.

DEFENDANT SNAP GENERATES REVENUE WHEN MINORS USE SNAPCHAT

²² <https://medium.com/@keepers/snapchats-new-update-creates-question-of-safety-a4fb8a9a8ec5>, retrieved 12/19/2022

100. The Defendant Snap generates substantially all of its revenue through the sale of Snapchat advertising products, which primarily include Snap Ads and AR Ads.²³

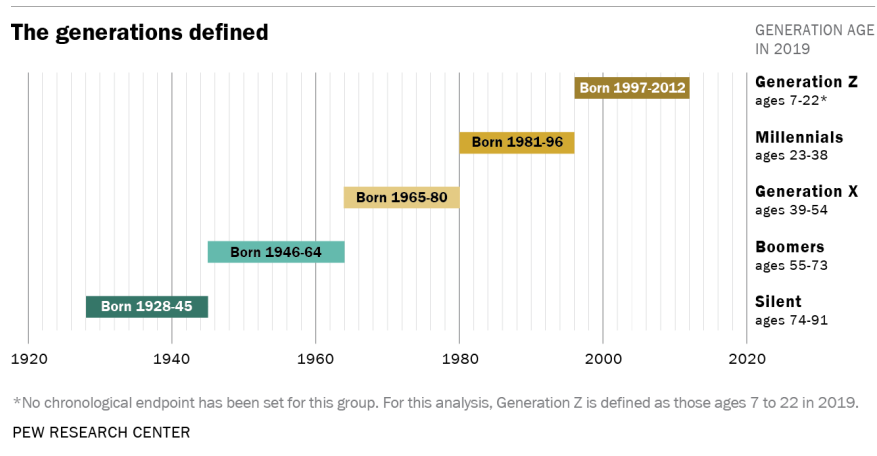
101. The Defendant Snap is dependent on targeting children for nearly all of its revenue.

102. The Defendant Snap is objectively aware that Snapchat is used by most kids, with at least a portion under the age of 13, and an essential part of Defendant Snap’s business model is presenting the Snapchat application as safe and appropriate for young users between the ages of 13 and 17 in order to sell advertising.

103. These young users are commonly defined as Millennials and Gen Z.

104. The Defendant Snap knowingly, intentionally targets Snapchat at children younger than 13 for the profitable advertising of the young demographic. The Defendant Snap self identifies Snapchat as appropriate for 12+, not 13+. (See Figure 1, *supra*)

105. The Pew Research Center, in 2019, defined Millennials and Gen Z as aged 10 through 26.



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Figure 6

²³ SNAP, INC. QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the quarterly period ended September 30, 2022, https://s25.q4cdn.com/442043304/files/doc_financials/2022/q3/Snap-Inc.-Q3-2022-10Q.pdf, Page 32, retrieved 12/15/2022

²⁴ Source: Defining Generations: Where Millennials end and Generation Z begins, Pew Research Center, By Michael Dimock, January 17, 2019 (<https://www.pewresearch.org/fact-tank/2019/01/17/where-millennials-end-and-generation-z-begins/>)

106. Forrester Research found that nearly 57% of children 12 to 17 used Snapchat weekly.

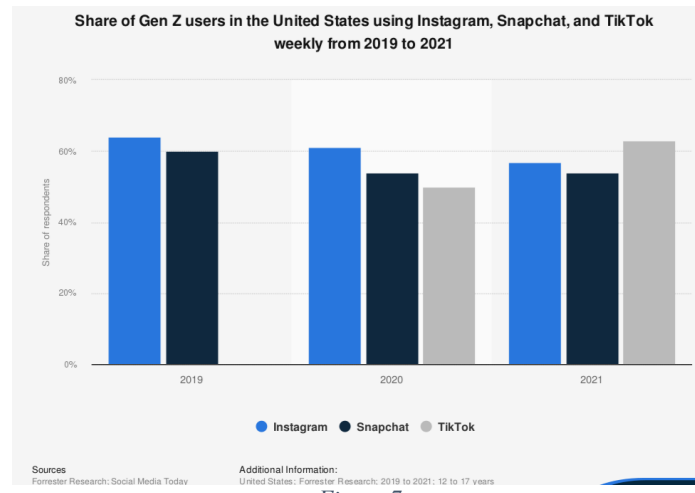


Figure 7

107. The Defendant Snap admits in financial statements its dependence on this young demographic:

Snapchat's advertising revenue could be seriously harmed by many factors, including:

- a decrease in the amount of time spent on Snapchat, a decrease in the amount of content that our users share, or decreases in usage of [Snapchat's] Camera, Communication, Snap Map, Stories, and Spotlight platforms;
- changes in our user demographics that make [Snapchat] less attractive to advertisers;
- decreases in the perceived quantity, quality, usefulness, or relevance of the content provided by [Snapchat], our community, or partners;
- adverse legal developments relating to advertising, including changes mandated or prompted by legislation, regulation, executive actions, or litigation;
- adverse media reports or other negative publicity involving us, our founders, our partners, or other companies in our industry segment;

- advertiser or user perception that content published by [Snapchat], our users, or [Snapchat] partners is objectionable;²⁵

DEFENDANT VERIZON’S SMART FAMILY APP

108. Defendant Verizon, application manufacturer and developer, described its Verizon Smart Family App in the Defendant Apple’s iPhone App store on May 18, 2021, just before Plaintiff Jane Doe received her new iPhone 12 with Smart Family App as:

Verizon Smart Family- Your partner in parenting.

KNOW WHERE THEY ARE –Rest easy knowing your loved ones are where they should be. Set an alert to track their device so you know if they made it home or to practice, or check on your own time by viewing the real time device map.

CHILDPROOF YOUR INTERNET - Block access to inappropriate apps and websites. You can block most social media, messaging, and gaming apps; unblock just as easily when you feel they are ready for them.

SET SMARTER BOUNDARIES - Take back family time by instantly pausing the internet or limiting access to calls, texts and data. You can also set purchase limits for apps, games, and music.

MONITOR USAGE & ACTIVITY - See who is calling and texting, and when. Block unwanted contacts, and see the sites your child is visiting on their device every day. You can also keep an eye on their device's battery life.

IN-HOME & ON-THE-GO - Control your child’s online experience whether they’re using Wi-Fi or your data. ²⁶

Figure 8

109. Neither Plaintiff Jane Doe, nor her Mother, were warned that the Defendant Verizon’s Smart Family App was wholly ineffective to manage calls, texts, messaging, filter content, or block contacts on Snapchat on iPhones.

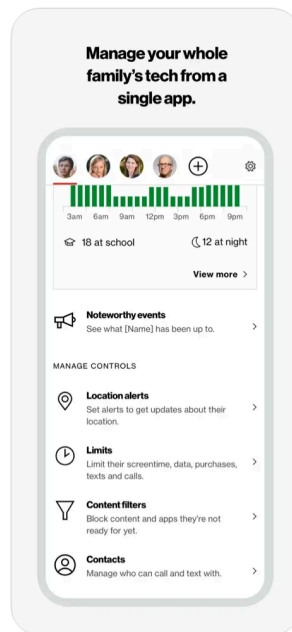
110. Plaintiff Jane Doe’s Mother did not receive information from Defendant Verizon, nor is there any indication that the Smart Family App is ineffective to “Track your child’s call and text activity” or “contacts” when Plaintiff Jane Doe used Snapchat on her new iPhone 12.

²⁵ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 For the quarterly period ended September 30, 2022, P.51, https://s25.q4cdn.com/442043304/files/doc_financials/2022/q3/Snap-Inc.-Q3-2022-10Q.pdf, retrieved 12/15/2022

²⁶ Screenshot from Internet Archive Wayback Machine dated May 18, 2021, <https://web.archive.org/web/20210518093444/https://apps.apple.com/us/app/verizon-smart-family/id923408272> Retrieved November 22, 2022

111. In this matter, the Defendant Verizon assumed the duty to “Childproof the Internet” and was not acting as a “publisher” nor “editor.”

112. Defendant Verizon offered the ability for parents to “see who is calling and texting” and the ability for parents to “block unwanted contacts.” Defendant Verizon did not warn Jane Doe or her Mother that these abilities would not be effective when Plaintiff Jane Doe used Snapchat.



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Figure 9

113. As stated, the Smart Family App, in essence, is two applications, a parent App for the parent’s phone that controls a Smart Family Companion App on the child’s phone.

114. The Plaintiff Jane Doe’s Mother continuously paid monthly, without lapse, for the Verizon Kids Unlimited Plan that included the Verizon Smart Family Premium App. The Plaintiff Jane Doe used the children’s Smart Family Companion App, continuously, as it was intended, and did not delete the application from her phone.

²⁷ Screenshot from Internet Archive Wayback Machine dated May 18, 2021, <https://web.archive.org/web/20210518093444/https://apps.apple.com/us/app/verizon-smart-family/id923408272> Website retrieved November 22, 2022

115. Defendant Verizon has an incentive to be ineffective to manage calls, texts, filter content, or block contacts on Snapchat because Defendant Verizon gains great direct economic benefit and profit in relation to increasing its own network's data usage by its customers increasingly using Snapchat.

116. On November 20, 2019, Defendant Verizon announced, "Verizon becomes Official 5G Innovation Partner to Snap Inc., the creator of Snapchat," and the "Partnership will unlock next generation consumer content experiences powered by Verizon's 5G Ultra-Wideband Network."²⁸

117. Defendant Verizon was and is aware of the tremendous Snapchat usage, including by minors, and benefits financially from the expansion of the Snapchat network by increased usage of the Verizon network.

118. Defendant Verizon states "Snapchat is one of the largest digital platforms in the world, reaching over 200 million people every day, including 90 percent of all 13–24-year-olds and 75 percent of all 13–34-year-olds in the U.S."²⁹

DEFENDANT APPLE'S APP STORE

119. Beyond designing and contracting for the manufacture of Plaintiff Jane Doe's iPhone 12 and distributing the iPhone 12 through Defendant Verizon's agents to Plaintiff Jane Doe and her Mother, Defendant Apple exclusively distributes Apps, including the Defendant Verizon's Smart Family App and Defendant Snap's Snapchat, to consumers through the Apple App Store for use on iPhones.

²⁸ <https://www.verizon.com/about/news/verizon-innovation-partner-snap-inc> Retrieved 12/10/2022

²⁹ <https://www.verizon.com/about/news/verizon-innovation-partner-snap-inc> Retrieved 12/12/2022

120. If a consumer, i.e., Plaintiff Jane Doe and her Mother, have iPhones, the Defendant Apple's App Store is the only means to download the Defendant Verizon's Smart Family App and Defendant Snap's Snapchat App for normal and customary use.

121. Because the Defendant Apple's App Store iPhone "ecosystem" is a closed system, both Defendant Verizon and Defendant Snap derive direct economic benefit by the inclusion of the Smart Family App and Snapchat App in the Apple App Store's iPhone closed "ecosystem."

122. Defendant Apple derives direct economic benefit from distributing Defendant Verizon's Smart Family App and Defendant Snap's Snapchat App.

123. Defendant Apple promotes and describes its App Store as "The apps you love. From a place you can trust. For over a decade, the App Store has proved to be a safe and trusted place to discover and download apps. But the App Store is more than just a storefront — it's an innovative destination focused on bringing you amazing experiences. And a big part of those experiences is ensuring that the apps we offer are held to the highest standards for privacy, security, and content. Because we offer nearly two million apps — and we want you to feel good about using every single one of them." Also stating "You choose what data to share. And with whom."³⁰

124. Defendant Apple approves all Apps prior to inclusion in the Defendant Apple's App store.

125. The Defendant Apple, as distributor of the Smart Family App and Snapchat App, is not a "publisher" or "editor" of content. Any action taken by Defendant Apple is not "voluntarily taken," the Defendant assumes the legal duty to "look out for kids."

³⁰ <https://web.archive.org/web/20210612024548/https://www.apple.com/app-store/> June 12, 2021, retrieved 12/18/2022

126. At the time Plaintiff Jane Doe received her iPhone, Defendant Apple described its App Store Review stating:

We review all apps, app updates, app bundles, in-app purchases, and in-app events submitted to the App Store to help provide a safe and trusted experience for users and the opportunity for developers to succeed.³¹

127. Defendant Apple was and is well aware of the use of the iPhone “ecosystem” by children as well as the duty for Defendant Apple to protect these children.³²

128. The Defendant Apple deceptively promotes the origin of Defendant Snap’s Snapchat App as humble. When in fact, Snapchat was intentionally designed to send sexual content that disappears.

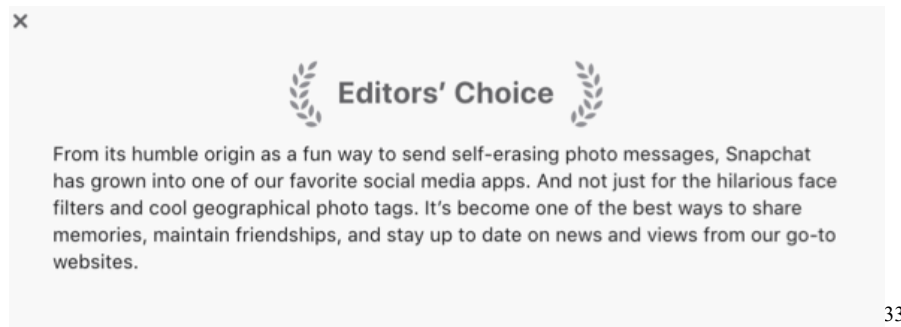


Figure 10

129. The Defendant Apple is aware that it is foreseeable that Apple devices and services could be used for inappropriate, even criminal, conduct against minors yet permits and distributes Snapchat, rife with impersonation and no effective age and identity verification.

130. The Defendant Apple distributes the Verizon Smart Family App that advertises Parental Control of their Children’s contacts and messaging and social media and “Childproof Your

³¹ 2021-06-01 <https://web.archive.org/web/20210601231013/https://developer.apple.com/app-store/review/>, retrieved 12/20/2022

³² 2021-06-12 <https://web.archive.org/web/20210612003152/https://developers.apple.com/app-store/review/guidelines/> retrieved 12/20/2022

³³ <https://web.archive.org/web/20220131203756/https://apps.apple.com/us/app/snapchat/id447188370>, Snapchat description in App Store, Dated January 31, 2022, Retrieved 1/12/2023

Internet” when the Verizon Smart Family App is not effective to control contacts and messaging on Defendant Apple’s iPhones when their children use Snapchat.

DEFENDANT OMEIRE

131. The Defendant Omeire, 34-years-old at the time of Plaintiff’s rape, was convicted of two counts for Plaintiff Jane Doe’s Rape in the First Degree, a Class A Felony, Rape of a Person Under 12. 11 DE Code § 773. The Defendant Omeire was sentenced to 60 years in Delaware State Prison on October 20, 2023.

132. The principle of *res judicata* prevents the Defendants, herein, from contesting Defendant Omeire’s conviction of rape of Plaintiff Jane Doe anew in this case.

COUNT I - NEGLIGENCE

133. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

134. In Delaware, to state a claim for negligence, one must allege that defendant owed plaintiff a duty of care; defendant breached that duty; and defendant's breach was the proximate cause of plaintiff's injury. The duty owed may be one recognized at common law or one imposed by statute. In either case, the elements of the negligence claim are the same. The phrase “common law” negligence is sometimes used, as it was in this case, to differentiate between ordinary negligence and negligence per se. It does not prevent a plaintiff from relying on a statute as the source of defendant's duty. *New Haverford Partnership v. Stroot*, 772 A.2d 792, 798 (Del. 2001).

Plaintiff Jane Doe’s Negligence Claim Against Defendant Snap

135. The Plaintiff Jane Doe falls within the reasonably foreseeable demographic of Snapchat users.

136. The Defendant Snap owed the duty of ordinary care to the Plaintiff Jane Doe to accurately verify Snapchat users' ages before matching her to other Snapchat users in the "Quick Add" or friend suggestion feature.

137. The Defendant Snap breached this duty of ordinary care to the Plaintiff Jane Doe when Defendant Snap did not accurately verify Defendant Omeire's actual age before matching her to Defendant Omeire in the "Quick Add" or friend suggestion feature.

138. The Defendant Snap owed the duty of ordinary care to the Plaintiff Jane Doe to accurately verify the identity of Snapchat users before matching her to other Snapchat users in the "Quick Add" or friend suggestion or friend search feature.

139. The Defendant Snap breached this duty of ordinary care to the Plaintiff Jane Doe when Snapchat did not accurately verify Defendant Omeire's identity before matching him to her in the "Quick Add" or friend suggestion or friend search feature.

140. When datamining Plaintiff Jane Doe's and her Mother's iPhones to expand the reach of its network, the Defendant Snap assumed the duty of ordinary care to accurately identify each Snapchat user and users' ages before matching and suggesting minors to other Snapchat users.

141. The Defendant Snap breached the duty of ordinary care when Snapchat recklessly datamined the Plaintiff's Mother's and Plaintiff's iPhones and Defendant Omeire's smartphone and Snapchat matched and exposed Plaintiff Jane Doe to Defendant Omeire.

142. The Defendant Snap assumed the duty to have protections in place to make it harder for strangers to find teens where teens only show up as a "suggested friend" or in search results in limited instances, like if they have mutual friends in common.

143. The Defendant Snap breached the duty to have protections in place to make it harder for strangers to find teens where teens only show up as a "suggested friend" or in search results in

limited instances, like if they have mutual friends in common, when Snapchat matched Plaintiff Jane Doe to Defendant Omeire.

144. The Defendant Snap owed the duty of ordinary care to the Plaintiff Jane Doe to accurately verify the age and identity of Snapchat users to prevent users from having multiple fictitious accounts.

145. The Defendant Snap breached the duty of ordinary care to the Plaintiff Jane Doe by not accurately verifying the age and identity of Defendant Omeire to prevent him from having multiple fictitious accounts.

146. The Defendant Snap owed the duty of ordinary care to Plaintiff Jane Doe to not allow other Snapchat users to disguise their ages and identities.

147. The Defendant Snap breached this duty of ordinary care when Snapchat created tools, such as Bitmojis, which, along with ineffective age and identity verification, aided Defendant Omeire to further disguise himself behind a fictitious cartoonish character.

148. When presenting the Plaintiff Jane Doe's location via Snap Maps to other Snapchat users, the Defendant Snap owed the duty of ordinary care to Plaintiff Jane Doe not to disclose her location to other unknown Snapchat users, when lacking age and identity verification.

149. The Defendant Snap breached the duty of ordinary care to Plaintiff Jane Doe when Snapchat disclosed the Plaintiff Jane Doe's location to her would be rapist, Defendant Omeire, on Snap Maps.

150. The Defendant Snap owed the duty of ordinary care to allow Parental Control Apps, such as, Defendant Verizon's Smart Family App to function and allow Plaintiff Jane Doe's Mother to filter social media or block unwanted contacts or messaging.

151. The Defendant Snap breached the duty of ordinary care by failing to allow Parental Control Apps, such as Defendant Verizon's Smart Family App, to function and allow Plaintiff Jane Doe's Mother to filter social media or block unwanted contacts or messaging.

152. The Defendant Snap owed a duty to the Plaintiff Jane Doe under Delaware Consumer Fraud Act, 6 DEL. C. § 2513 & § 2525. (See Count VII, *infra*)

153. The Defendant Snap breached the duty to the Plaintiff Jane Doe under Delaware Consumer Fraud Act, 6 DEL. C. § 2513 & § 2525.

154. The Defendant Snap owed a duty to the Plaintiff Jane Doe under Delaware Deceptive Trade Practices Act, 6 DEL. C. § 2532 & § 2533. (See Count VIII, *infra*)

155. The Defendant Snap breached the duty owed to the Plaintiff Jane Doe under Delaware Deceptive Trade Practices Act, 6 DEL. C. § 2532 & § 2533.

156. Defendant Snap breached the duties of ordinary care that were owed to the Plaintiff Jane Doe when Snapchat, lacking effective age and identity verification, recklessly datamined Plaintiff Jane Doe's, her Mother's iPhones, and Defendant Omeire's smartphone. The Defendant Snap breached the duty of ordinary care when Defendant Omeire had multiple fictitious accounts. Defendant Snap breached the duty of ordinary care to the Plaintiff when it did not allow the Verizon Smart Family App to filter social media and block contacts or messaging on Snapchat. The Defendant Snap breached the duty of ordinary care owed to the Plaintiff when Snapchat matched the Plaintiff Jane Doe to Defendant Omeire. The Defendant Snap breached the duty of ordinary care owed to the Plaintiff when it offered Bitmojis, without effective age and identity verification, allowing Defendant Omeire to disguise himself behind a fictitious cartoon identity. The Defendant Snap breached the duty of ordinary care owed to the Plaintiff when Snapchat's Snap Maps disclosed the Plaintiff's exact real time location to her

would-be rapist, Defendant Omeire. The Defendant Snap breached the duty owed to the Plaintiff Jane Doe under Delaware Consumer Fraud Act, 6 DEL. C. § 2513 & § 2525 and Deceptive Trade Practices Act, 6 DEL. C. § 2532 & § 2533.

157. As the direct and proximate result of the Defendant Snap's breaches of the duties owed to the Plaintiff Jane Doe, the Plaintiff was matched by Snapchat to Defendant Omeire and then discovered, located, and raped and suffered physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Negligence Claim Against Defendant Verizon

158. The Defendant Verizon assumed a specific, non-delegable duty of ordinary care owed to the Plaintiff Jane Doe to "Childproof Your Internet."

159. The Defendant Verizon's Smart Family App did not "Childproof Your Internet."

160. The Defendant Verizon, by offering the Smart Family App, assumed a non-delegable duty of care to give Jane Doe's Mother the ability to manage calls, messaging, filter social media content, or block contacts during Jane Doe's normal use of her iPhone 12.

161. The Defendant Verizon breached that non-delegable duty of care, and the Smart Family App was wholly ineffective for Plaintiff Jane Doe's Mother to manage Plaintiff Jane Doe's calls, messaging, block contacts and filter content when the Plaintiff Jane Doe used Snapchat in the normal, customary, and foreseeable manner.

162. As a direct and proximate result of the Defendant Verizon's breach of this non-delegable duty of care, the Plaintiff was matched by Snapchat with Defendant Omeire, and then discovered, located, and raped and the Plaintiff Jane Doe suffered physical injuries, including but

not limited to, Rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

163. The Defendant Verizon owed a duty to the Plaintiff Jane Doe under Delaware Consumer Fraud Act, 6 DEL. C. § 2513 & § 2525. (See Count VII, *infra*)

164. The Defendant Verizon breached the duty to the Plaintiff Jane Doe under Delaware Consumer Fraud Act, 6 DEL. C. § 2513 & § 2525.

165. As a direct and proximate result of the Defendant Verizon's breaches of the duties under Delaware Consumer Fraud Act, 6 DEL. C. § 2513 & § 2525, Plaintiff Jane Doe was matched by Snapchat to a child predator, and then discovered, located, and raped and the Plaintiff Jane Doe suffered physical and emotional consequences, including but not limited to, Rape, the sexually transmitted disease Chlamydia and Adjustment Disorder with Anxiety.

166. The Defendant Verizon owed a duty to the Plaintiff Jane Doe under Delaware Deceptive Trade Practices Act, 6 DEL. C. § 2532 & § 2533. (See Count VIII, *infra*)

167. The Defendant Verizon breached the duty owed to the Plaintiff Jane Doe under Delaware Deceptive Trade Practices Act, 6 DEL. C. § 2532 & § 2533.

168. As a direct and proximate result of the Defendant Verizon's breach of the duty under Delaware Deceptive Trade Practices Act, 6 DEL. C. § 2532 & § 2533, the Plaintiff was matched by Snapchat with Defendant Omeire, and then discovered, located, and raped and the Plaintiff Jane Doe suffered physical consequences, including but not limited to, Rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Negligence Claim Against Defendant Apple

169. The Defendant Apple, Inc. as the distributor of Defendant Snap's Snapchat App and Defendant Verizon's Smart Family App assumed and owed the duty of ordinary care to Plaintiff

Jane Doe to distribute Apps through its Apple App store that are both effective and prevent harm to children as Defendant Apple advertises.

170. The Defendant Apple assumed this duty of ordinary care to the Plaintiff when it states, “We review all apps, app updates, app bundles, in-app purchases, and in-app events submitted to the App Store to help provide a safe and trusted experience for users and the opportunity for developers to succeed.”

171. The Defendant Apple, with full control over inclusion in the Defendant’s App Store, breached the duty of ordinary care owed to the Plaintiff Jane Doe by knowingly allowing, permitting, promoting, and distributing the Defendant Snap’s Snapchat App with its documented impersonation and criminal activity while the Snapchat App lacks effective age and identity controls and matches unknown adults to children.

172. Defendant Apple with full control over inclusion in the Defendant’s App Store, knowingly allows, permits, promotes, and distributed the Defendant Verizon’s Smart Family App that is ineffective to “Childproof Your Internet” and allow for blocking contacts and messaging on Snapchat, and breached the duty of ordinary care owed to the Plaintiff Jane Doe.

173. As the direct and proximate cause of the Defendant Apple’s breach(es) of the duty of care owed to the Plaintiff Jane Doe, the Plaintiff was matched by Snapchat with Defendant Omeire, and then discovered, located, and raped and the Plaintiff Jane Doe suffered physical consequences, including but not limited to, Rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

174. The Defendant Apple owed a duty to the Plaintiff Jane Doe under Delaware Consumer Fraud Act, 6 DEL. C. § 2513 & § 2525. (See Count VII, *infra*)

175. The Defendant Apple breached the duty to the Plaintiff Jane Doe under Delaware Consumer Fraud Act, 6 DEL. C. § 2513 & § 2525.

176. As a direct and proximate result of the Defendant Apple's breach of the duty under Delaware Consumer Fraud Act, 6 DEL. C. § 2513 & § 2525, Plaintiff Jane Doe was matched by Snapchat with Defendant Omeire, and then discovered, located, and raped and the Plaintiff Jane Doe suffered physical consequences, including but not limited to, Rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

177. The Defendant Apple owed a duty to the Plaintiff Jane Doe under Delaware Deceptive Trade Practices Act, 6 DEL. C. § 2532 & § 2533. (See Count VIII, *infra*)

178. The Defendant Apple breached the duty owed to the Plaintiff Jane Doe under Delaware Deceptive Trade Practices Act, 6 DEL. C. § 2532 & § 2533.

179. As a direct and proximate result of the Defendant Apple's breach of the duty under Delaware Deceptive Trade Practices Act, 6 DEL. C. § 2532 & § 2533, the Plaintiff was matched by Snapchat with Defendant Omeire, and then discovered, located, and raped and the Plaintiff Jane Doe suffered physical consequences, including but not limited to, Rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Negligence Claim Against Defendant Omeire

180. Defendant Omeire owed and breached the duty of care to the Plaintiff when he was convicted of two counts for Plaintiff Jane Doe's Rape in the First Degree, a Class A Felony, Rape of a Person Under 12. 11 DE Code § 773.

181. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement for Negligence against Defendant Snap, Defendant Verizon, Defendant Apple, and Defendant Omeire, jointly and severally, for Plaintiff Jane Doe's physical and emotional injuries, including but not limited

to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety, caused by the actions of the Defendants, including but not limited to damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found, just, proper, and appropriate by the Court.

COUNT II - NEGLIGENCE - FAILURE TO WARN

182. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

183. “What matters for purposes of [Plaintiff Jane Doe’s] claims are that the warnings or design of [Snapchat] led to the interaction between [a ten]-year-old girl and a sexual predator in his [middle] thirties.” *A.M. v. Omegle.com, LLC*, No. 3:21-CV-01674-MO, 2022 WL 2713721, at *4 (D. Or. July 13, 2022)

184. Under § 388 of the Restatement and Delaware law, a manufacturer has a duty to warn users of the dangerous nature of its products:

One who supplies directly or through a third person a chattel for another to use is subject to liability to those whom the supplier should expect to use the chattel with the consent of the other or to be endangered by its probable use, for physical harm caused by the use of the chattel in the manner for which and by a person for whose use it is supplied, if the supplier:

(a) knows or has reason to know that the chattel is or is likely to be dangerous for the use for which it is supplied, and

(b) has no reason to believe that those for whose use the chattel is supplied will realize its dangerous condition, and

(c) fails to exercise reasonable care to inform them of its dangerous condition or of the facts which make it likely to be dangerous.

This duty extends “not only to those for whose use the chattel is supplied but also to third persons whom the supplier should expect to be endangered by its use,” which may include “persons who have no connection with the ownership or use of the chattel itself.” The manufacturer’s duty is “ ‘dependent on whether it had knowledge of the hazards associated with its product.’ ” “[T]he standard for determining the duty of a manufacturer to warn is that which a reasonable (or reasonably prudent) person engaged in that activity would have done, taking into consideration the pertinent circumstances at that time.” And even where that knowledge exists, liability is imposed only where the manufacturer had no reason to think that the users of its products would recognize the danger, and it fails to exercise reasonable care in warning users of the product’s dangerous nature.”

Ramsey v. Georgia S. Univ. Advanced Dev. Ctr., 189 A.3d 1255, 1278–79 (Del. 2018)

185. The determination of what defendant should have known “is a function of what a reasonably prudent individual would have known under the pertinent circumstances at the time in question.” *In re Asbestos Litigation (Colgain)*, 799 A.2d 1151, 1153 (2002). (citing *Graham v. Pittsburgh Corning Corp.*, 593 A.2d 567, 568 (Del. Super. 1990))

186. Neither the Plaintiff Jane Doe, the ultimate consumer, nor her Mother, were warned of the risks and dangers of Plaintiff’s matching to unknown users by Snapchat for her discovery and location associated with the use of Defendant Snap, Inc.’s Snapchat App, Defendant Verizon’s Smart Family App, nor Defendant Apple’s App Store.

Plaintiff Jane Doe’s Negligent Failure to Warn Claim Against Defendant Snap

187. The Defendant Snap had actual knowledge of the hazards associated with Snapchat. In Snapchat's Transparency Report, *supra.*, and Defendant Snap admits impersonation and criminal activities are rampant on Snapchat. A reasonably prudent individual would have known of the foreseeable risk to children using Snapchat under the pertinent circumstances at the time in question.

188. Neither the Plaintiff Jane Doe, the ultimate consumer, nor her Mother were warned of the specific, known, foreseeable risk of matching Plaintiff Jane Doe to other Snapchat users using information from Plaintiff Jane Doe's and her Mother's datamined iPhones.

189. Neither the Plaintiff Jane Doe, the ultimate consumer, nor her Mother were warned of the specific, known, foreseeable risk that Defendant Snap, Inc.'s Snapchat App's age verification is ineffective.

190. Neither the Plaintiff Jane Doe, the ultimate consumer, nor her Mother were warned of the specific, known, foreseeable risk that Defendant Snap, Inc.'s Snapchat's identity verification is ineffective and allows its users to have multiple accounts and fictitious ages and identities.

191. Neither the Plaintiff Jane Doe, the ultimate consumer, nor her Mother, were warned of the specific known, foreseeable risk of Defendant Snap's ineffective age and identity verification where Snapchat wantonly allows its users to have fictitious ages and identities.

192. Neither the Plaintiff Jane Doe, nor her Mother, were warned of the specific known, foreseeable risk that Snapchat's "Protections in Place" for teens were ineffective.

193. Neither the Plaintiff Jane Doe, the ultimate consumer, nor her Mother, were warned of the specific known, foreseeable risk that Snapchat data mines users' iPhones to expand the Snapchat network and create user relationships.

194. Neither the Plaintiff Jane Doe, the ultimate consumer, nor her Mother, were warned of the specific known, foreseeable risk that Bitmojis are used to disguise age, identity, and gender on Snapchat.

195. Neither the Plaintiff Jane Doe, nor her Mother, were warned of the specific known, foreseeable risk that Snapchat's Snap Map feature would expose Plaintiff Jane Doe's exact real time location to other unverified or fictitious Snapchat users.

196. Neither the Plaintiff Jane Doe, the ultimate consumer, nor her Mother, were warned of the specific known, foreseeable risk that Defendant Verizon's Smart family App was ineffective to block contacts or messaging on Snapchat.

197. As the direct and proximate result of these failures to warn, Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire then discovered, located, and raped causing physical and emotional injuries including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Negligent Failure to Warn Claim Against Defendant Verizon

198. Defendant Verizon knew or should have known that the Defendant Verizon's Smart Family App is ineffective for blocking unwanted contacts or messaging or "Childproof your Internet" on Snapchat on iPhones.

199. Neither the Plaintiff Jane Doe, the ultimate consumer, nor her Mother, were warned of the specific known, foreseeable risk that the Defendant Verizon's Smart Family App is ineffective for blocking unwanted contacts or messaging on Snapchat on iPhones.

200. Neither the Plaintiff Jane Doe, the ultimate consumer, nor her Mother, were warned of the specific known, foreseeable risk that the Defendant Verizon's Smart Family App is ineffective to "Childproof Your Internet."

201. As the direct and proximate result of Defendant Verizon's failures to warn that the Smart Family App is ineffective to "Childproof Your Internet" or for blocking unwanted contacts or messaging on Snapchat, Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire and discovered, located, and raped, causing physical and emotional injuries including but not limited to, Rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Negligent Failure to Warn Claim Against Defendant Apple

202. The Defendant Apple, by curating its App Store to allow Defendant Verizon's Smart Family and Defendant Snap's Snapchat Apps, with clear rules for inclusion in the App Store evidence that Defendant Apple is wholly within the distribution chain of Defendant Verizon's Smart Family and Defendant Snap's Snapchat Apps.

203. As a reasonably prudent distributor of Snapchat, the Defendant Apple should have known under the pertinent circumstances at the time in question that Snapchat recklessly data mines Snapchat user's iPhones to create relationships between users to expand the Snapchat network.

204. As a reasonably prudent distributor of Snapchat, the Defendant Apple should have known under the pertinent circumstances at the time in question that Snapchat's age verification is ineffective.

205. As a reasonably prudent distributor of Snapchat, the Defendant Apple should have known under the pertinent circumstances at the time in question that Snapchat's identity verification is ineffective.

206. As a reasonably prudent distributor of Snapchat, the Defendant Apple should have known under the pertinent circumstances at the time in question that Snapchat's Bitmojis are used for impersonation and do not accurately reflect a user's age, gender, or identity.

207. As a reasonably prudent distributor of Snapchat, the Defendant Apple should have known under the pertinent circumstances at the time in question that Snapchat's Snap Maps expose a user's real time exact location to other Snapchat users including users impersonating "friends."

208. As a reasonably prudent distributor of Snapchat, the Defendant Apple should have known under the pertinent circumstances at the time in question that Snapchat's "Protections in Place for Teens" are ineffective.

209. As the direct and proximate result of Defendant Apple failing to warn that Defendant Snap's Snapchat recklessly data mines users' iPhones, has ineffective age and identity verification, Bitmojis that do not accurately reflect a user's age, gender, or identity, discloses users' exact real time location on Snap Maps, and has ineffective "Protections in Place for Teens" Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire, to be discovered, located, and raped, causing physical and emotional injuries including but not limited to rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

210. As a reasonably prudent distributor of Defendant Snap's Snapchat and Defendant Verizon's Smart Family App, the Defendant Apple should have known under the pertinent circumstances at the time in question that Verizon's Smart Family App is ineffective to "Childproof Your Internet" or for blocking unwanted contacts and messaging on Snapchat.

211. As the direct and proximate result of Defendant Apple failing to warn that Verizon's Smart Family App is ineffective to "Childproof Your Internet" or block contacts or messaging on Snapchat, Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire to be discovered, located, and raped, causing physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

212. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement against Defendant Snap, Defendant Verizon, and Defendant Apple, jointly and severally, for the Negligent Failure to Warn for Plaintiff Jane Doe's physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety, proximately caused by the willful, wanton, and reckless actions of the Defendants, including but not limited to, damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found just, proper and appropriate by the Court.

COUNT III - NEGLIGENCE - DESIGN DEFECT

213. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

214. To succeed on a negligent design claim, a plaintiff must establish each element of a negligence claim – duty, breach, proximate cause, and damages. *Allen v. IBM*, 1997 U.S. Dist. LEXIS 8016, at *138 (D. Del. May 19, 1997)

215. The standard of care in a negligent design case is that of an ordinarily prudent manufacturer. *Nacci v. Volkswagen of Am. Inc.*, 325 A.2d 617, 620 (Del. Super. 1974).

216. The plaintiff also must show the injury was proximately caused by the defendant's negligent conduct. In other words, the plaintiff must show a "causal nexus" between the injury and the defendant's conduct. Causation is ordinarily to be decided by the trier of fact. *Money v. Manville Corp. Asbestos Disease Compensation Trust Fund*, 596 A.2d 1372, 1375-76 (Del. 1991) (citing *Culver v. Bennett*, 588 A.2d 1094, 1097 (Del. 1991))

217. "If, at the time of the negligence, the criminal act might reasonably have been foreseen, the causal chain is not broken by the intervention of such act." *Torrack v. Corpamerica, Inc.*,

Del.Super., 144 A.2d 703, 704 (1958). *Vadala v. Henkels & McCoy, Inc.*, 397 A.2d 1381, 1384 (Del. Super. Ct. 1979).

Plaintiff Jane Doe's Negligent Design Defect Claim Against Defendant Snap

218. The Defendant Snap had prior knowledge of the reasonable uses and misuses of Snapchat and the consequential foreseeable danger, such as child predators using Snapchat, and Defendant Snap has failed to act accordingly.

219. The Defendant Snap's Snapchat's Transparency Report, *supra.*, illustrates prior knowledge of past and continuing criminal activity, specifically millions of Snapchat documented reports of Acts of Impersonation, Threats and Violence, False Information and Harassment and Bullying, on Snapchat. The matching of the Plaintiff Jane Doe, a minor, to an unknown adult was foreseeable to Defendant Snap.

220. The Defendant Snap had objective knowledge and admitted in the past that its age verification system is completely ineffective.³⁴

221. The Defendant Snap had knowledge and admitted that only "a phone number or an email address is required to create a Snapchat account"³⁵ thus the Defendant Snap is objectively aware that Snapchat's user identity verification system is not effective, allowing users to have multiple accounts, contrary to the Defendant Snap's Terms of Service.

222. The Defendant Snap had objective knowledge that the Snapchat two-factor phone number user verification system does not work and is easily defeated.³⁶

³⁴ <https://www.businessinsider.com/snapchat-says-its-age-verification-safeguards-are-effectively-useless-2019-3>

³⁵ Declaration of Matt Dougherty, Director, Trust & Safety at Snap Inc., *L.W., minor child through her legal guardian Jane Doe, et al. v Snap, Inc., et al.*, in the District Court for the Southern District of California, Case No. 3:22-cv-00619-LAB-MDD, ECF 67-3

³⁶ <https://techzillo.com/login-snapchat-without-verification-code/> retrieved 12/14/2022

223. The Defendant Snap had objective knowledge that Defendant Verizon's Smart Family App does not work using Snapchat on an iPhone.

224. The Defendant Snap had objective knowledge that Bitmojis do not reflect Snapchat users actual ages or identities.

225. The Defendant Snap had objective knowledge that Snap Maps exposes minors' real time geolocation to other unknown Snapchat users.

226. Defendant Snap owed the duty of an ordinarily prudent manufacturer to Snapchat users, such as the Plaintiff Jane Doe, to have effective smartphone datamining controls and age and identity verification when expanding its network by matching Snapchat users to other Snapchat users.

227. The Defendant Snap, without effective user identity and age verification, breached the duty of care of an ordinarily prudent manufacturer by designing the Snapchat App, rife with known criminal activity, and recklessly datamined Plaintiff Jane Doe's and her Mother's iPhones to match Plaintiff Jane Doe, to her would-be rapist, Defendant Omeire, proximately causing Plaintiff Jane Doe's foreseeable harm and injury.

228. The Defendant Snap breached the duty of care of an ordinarily prudent manufacturer owed to the Plaintiff Jane Doe when Snapchat recklessly datamined her iPhone and her Mother's iPhone and matched Plaintiff Jane Doe to Defendant Omeire.

229. The Defendant Snap breached the duty of care of an ordinarily prudent manufacturer owed to the Plaintiff Jane Doe when Snapchat "Protections in Place for Teens" were ineffective and failed and matched Plaintiff Jane Doe to Defendant Omeire.

230. The Defendant Snap breached the duty of care of an ordinarily prudent manufacturer owed to the Plaintiff Jane Doe when Snapchat collected device information³⁷ yet failed to attach each device to one Snapchat user.

231. The Defendant Snap breached the duty of care of an ordinarily prudent manufacturer owed to the Plaintiff Jane Doe when Snapchat alone matched and created the relationship between Plaintiff Jane Doe and Defendant Omeire, her would-be rapist.

232. The Defendant Snap breached the duty of care of an ordinarily prudent manufacturer owed to the Plaintiff Jane Doe when Snapchat did not allow Defendant Verizon's Smart Family App to "Childproof Your Internet" or for blocking unwanted contacts or messaging on Snapchat.

233. The Defendant Snap breached the duty of care of an ordinarily prudent manufacturer owed to the Plaintiff Jane Doe when Snapchat, lacking age and identity verification, facilitates Snapchat users' concealment of their actual identities with Bitmojis.

234. The Defendant Snap breached the duty of care of an ordinarily prudent manufacturer owed to the Plaintiff Jane Doe when Snapchat, lacking age and identity verification, displayed on Snap Maps, Plaintiff Jane Doe's exact real time geolocation to Defendant Omeire.

235. The Defendant Snap breached these duties of care of an ordinarily prudent manufacturer, owed to the Plaintiff Jane Doe and as a direct result the Defendant Snap proximately caused Plaintiff Jane Doe to be matched by Snapchat to Defendant Omeire to be discovered, located, and raped.

236. There is a direct causal nexus between Defendant Snap's Snapchat's defective design and Plaintiff Jane Doe's matching by Snapchat to Defendant Omeire to be discovered, located, and raped. As the result of the direct causal nexus, Plaintiff Jane Doe suffered physical and emotional

³⁷ <https://values.snap.com/privacy/privacy-policy> Effective: June 29, 2022, retrieved 12/14/2022

injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe’s Negligent Design Defect Claim Against Defendant Verizon

237. Defendant Verizon specifically and explicitly assumed the non-delegable duty to to “Childproof Your Internet” and for blocking unwanted contacts and messaging with the Smart Family App.

238. The Defendant Verizon did not act as an ordinarily prudent manufacturer when it assumed a non-delegable duty, having created, developed, programmed, manufactured, marketed, advertised, sold and profited from the Defendant Verizon’s Smart Family App that was not effective to “Childproof Your Internet”.

239. The Defendant Verizon breached the duty of care of an ordinarily prudent manufacturer owed to the Plaintiff Jane Doe because Defendant Verizon’s Smart Family App does not “Childproof Your Internet” or block unwanted contacts or messaging when Plaintiff Jane Doe used Snapchat.

240. There is a direct and causal nexus between Defendant Verizon’s Smart Family App’s failure to effectively “Childproof Your Internet” and block contacts and messaging on Snapchat and Plaintiff Jane Doe matcjingby Snapchat to Defendant Omeire to be discovered, located, and raped and the Plaintiff Jane Doe suffered physical and emotional injuries, including but not limited to, Rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe’s Negligent Design Defect Claim Against Defendant Apple

241. Defendant Apple is much more than a mere reseller of pre-package goods.

242. Defendant Apple determines exactly what Apps can be included in Defendant Apple's App Store for distribution to iPhone users.

243. Defendant Apple determines the standards and has approval rights for inclusion in its App Store.

244. The Defendant Apple is the exclusive distributor of both the Defendant Verizon's Smart Family App and Defendant Snap's Snapchat App to Plaintiff Jane Doe's and her Mother's iPhones.

245. Defendant Apple assumed the duty of an ordinarily prudent manufacturer, or distributor, by setting the manufacturing standards, i.e., Developer review guidelines,³⁸ for an ordinarily prudent manufacturer of Apps for inclusion in Defendant's App Store.

246. The Defendant Apple assumed the duty to curate its App Store when stating "And a big part of those experiences is ensuring that the apps we offer are held to the highest standards for privacy, security, and content. Because we offer nearly two million apps — and we want you to feel good about using every single one of them." Also stating "You choose what data to share. And with whom."³⁹

247. Defendant Apple also states "We have lots of kids downloading lots of apps. Parental controls work great to protect kids, but you have to do your part too. So know that we're keeping an eye out for the kids."⁴⁰

248. The Defendant Apple breached the duty of care of an ordinarily prudent manufacturer or distributor by permitting Defendant Snap's Snapchat App in Defendant Apple's App store which

³⁸ 2021-06-12 <https://web.archive.org/web/20210612003152/https://developers.apple.com/app-store/review/guidelines/> retrieved 12/20/2022

³⁹ <https://www.apple.com/app-store/> retrieved 12/6/2022

⁴⁰ <https://developer.apple.com/app-store/review/guidelines/#design> App Store Review Guidelines, Last Updated: October 24, 2022, retrieved 12/14/2022

recklessly datamined Plaintiff Jane Doe's and her Mother's iPhones while lacking effective age and identity verification.

249. The Defendant Apple breached the duty of care of an ordinarily prudent manufacturer or distributor by permitting Defendant Verizon's Smart Family App in the Defendant Apple's App store that did not "Childproof Your Internet" to or block unwanted contacts or messaging when Plaintiff Jane Doe used Snapchat.

250. As the direct and proximate result of Defendant Apple distributing Defendant Snap's Snapchat App and Defendant Verizon's Smart Family App Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire to be discovered, located, and raped, causing the physical and emotional injuries including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

251. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement against Defendant Snap, Defendant Verizon, and Defendant Apple, jointly and severally, for Negligent Design Defect for Plaintiff Jane Doe's physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety, proximately caused by the Negligent Design of the Defendants' Apps, including but not limited to damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found, just, proper, and appropriate by the Court.

COUNT IV - BREACH OF EXPRESS WARRANTY

252. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

253. Under Delaware law, to prevail on a breach of express warranty claim, "the buyer must prove: (1) the existence of an express warranty, (2) a breach of the defendant's express ...

warranty, (3) a causal connection between the defendant's breach and the plaintiff's injury or damage, and (4) the extent of loss proximately caused by the defendant's breach.” *Driscoll v. Automaxx*, 2016 WL 5107066, at *2 (Del. Com. Pl. Apr. 27, 2016). An express warranty may arise:

- a. Any affirmation of fact or promise made by the seller to the buyer which relates to the goods and becomes part of the basis of the bargain creates an express warranty that the goods shall conform to the affirmation or promise.
- b. Any description of the goods which is made part of the basis of the bargain creates an express warranty that the goods shall conform to the description. ...6 Del. C. § 2-313(1).

Plaintiff Jane Doe’s Breach Of Express Warranty Claim Against Defendant Snap

254. Plaintiff Jane Doe is a buyer for consideration of Defendant Snap’s Snapchat.⁴¹

255. Snapchat Terms of Service state “you may not do, attempt to do, enable, or encourage anyone else to do, any of the following:

...
create more than one account for yourself, create another account if we have already disabled your account, attempt to access the Services through unauthorized third-party applications, solicit login credentials from other users, or buy, sell, rent, or lease access to your account, a username, Snaps, or a friend link;”⁴²

256. Defendant Snap breached the express warranty of “one account for yourself” when Snapchat does not have effective age and identity verification tools and Defendant Omeire had more than one user account.

⁴¹ Defendant Snap admits forming a binding contract with users in Defendant Snap’s Terms of Service effective November 15, 2021. In prior Terms of Service Defendant Snap admitted in classic contract wording identifying the consideration exchanged between the parties:

“[Snapchat] may contain advertisements. In consideration for Snap, Inc. letting you access and use [Snapchat], you agree that we...may place advertising on [Snapchat].” Snap, Inc. Terms of Service, Effective September 26, 2017

⁴² <https://web.archive.org/web/20220303113350/https://www.snap.com/en-US/terms>, Snap, Inc. Terms of Service November 15, 2021, retrieved 11/27/2022

257. In the January 18, 2022, Community Guideline, Defendant Snap states:

Impersonation, Deceptive Practices & False Information

- We prohibit pretending to be someone (or something) that you're not or attempting to deceive people about who you are.

Impersonation, Deceptive Practices & False Information

- We prohibit pretending to be someone (or something) that you're not, or attempting to deceive people about who you are. This includes impersonating your friends, celebrities, brands, or other organizations. 43

258. When Snapchat lacks effective age and identity verification tools, Defendant Snap breached the express warranty that “[Snapchat] prohibit[s] pretending to be someone (or something) that you're not, or attempting to deceive people about who you are.” when Defendant Omeire had more than one user account, impersonating Abby, 15, and later a “friend” of Plaintiff’s Mother.

259. The Defendant Snap states the express warranty that “And [Snapchat] have protections in place to make it harder for strangers to find teens. For example, teens only show up as a "suggested friend" or in search results in limited instances, like if they have mutual friends in common.”

260. The Defendant Snap breached the express warranty when Snapchat matched Plaintiff Jane Doe to Defendant Omeire who was not a mutual friend in common.

261. As a direct and proximate cause of the Defendant Snap breaches of the express warranties Plaintiff Jane Doe was matched to Defendant Omeire by Snapchat to be discovered, located, and raped and the Plaintiff Jane Doe suffered the physical and emotional injuries, including but not

⁴³ <https://web.archive.org/web/20220303112706/https://www.snap.com/en-US/community-guidelines>, Community Guidelines, January 18, 2022, retrieved 11/27/2022

limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe’s Breach Of Express Warranty Claim Against Defendant Verizon

262. Plaintiff Jane Doe and her Mother, directly relying on the express affirmation of fact or promises of Defendant Verizon’s employees and agents, entered a contract for the benefit of the Plaintiff Jane Doe with Defendant Verizon for the Kids Unlimited Plan including the Smart Family App to “Childproof Your Internet” and block unwanted contacts and messaging.

263. Defendant Verizon breached the express warranty when the Smart Family App miserably failed to “Childproof Your Internet” and block unwanted contacts and messaging, the material fact and basis of the bargain for Plaintiff Jane Doe’s use of the Smart Family App.

264. As a direct and proximate cause of the Defendant Verizon’s breach of express warranty to “Childproof Your Internet” and block unwanted contacts or messaging, the Plaintiff Jane Doe was matched to Defendant Omeire by Snapchat, then discovered, located, and raped and the Plaintiff Jane Doe suffered the physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe’s Breach Of Express Warranty Claim Against Defendant Apple

265. The Defendant Apple, as the distributor of the Defendant Snap’s Snapchat App and Defendant Verizon’s Smart Family App, breached several express warranties.

266. The Defendant Apple stated an express warranty, “And a big part of those experiences is ensuring that the apps we offer are held to the highest standards for privacy, security, and content. Because we offer nearly two million apps — and we want you to feel good about using every single one of them.” Also stating “You choose what data to share. And with whom.”⁴⁴

⁴⁴ <https://www.apple.com/app-store/> retrieved 12/6/2022

267. The Defendant Apple breached this express warranty by permitting the reckless datamining and extraction of the device information of Plaintiff Jane Doe’s and her Mother’s iPhones by Snapchat and Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire to be discovered, located and raped.

268. The Defendant Apple breached an express warranty concerning the Defendant’s App Store when stating

“We have lots of kids downloading lots of apps. Parental controls work great to protect kids, but you have to do your part too. So know that we’re keeping an eye out for the kids.”⁴⁵

269. The Defendant Apple breached this express warranty to “keeping an eye out for the kids” when the Defendant’s App Store knowingly offers Snapchat, lacking age and identity verification and offering tools to disclose locations of users and hide their identities (Bitmojis) and Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire and to be discovered, located and raped.

270. The Defendant Apple created an express warranty for “parents should have tools to manage their children’s device usage” and when it promoted Defendant Verizon’s Smart Family App:

Apple has always believed that parents should have tools to manage their children’s device usage. It’s the reason we created, and continue to develop, Screen Time. Other apps in the App Store, including Balance Screen Time by Moment Health and Verizon Smart Family, give parents the power to balance the benefits of technology with other activities that help young minds learn and grow.⁴⁶

⁴⁵ <https://developer.apple.com/app-store/review/guidelines/#design> App Store Review Guidelines, Last Updated: October 24, 2022, retrieved 12/14/2022

⁴⁶ <https://www.apple.com/newsroom/2019/04/the-facts-about-parental-control-apps/> retrieved 12/14/2022

271. The Defendant Apple breached this express warranty for “parents should have tools to manage their children’s device usage” when it promoted Defendant Verizon’s Smart Family App that is ineffective to “Childproof Your internet” or block unwanted contacts and messaging on Defendant Snap’s Snapchat and Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire to be discovered, located, and raped.

272. As a direct and proximate result of the Defendant Apple’s, as the distributor of the Defendant Verizon’s Smart Family App and Defendant Snap’s Snapchat App, breaches of these express warranties, Plaintiff Jane Doe was matched with Defendant Omeire by Snapchat to be discovered, located, and raped and suffered physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

273. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement against Defendant Snap, Defendant Verizon, and Defendant Apple, jointly and severally, for the Breaches of the Express Warranties that proximately caused Plaintiff Jane Doe’s injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety and damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found, just, proper, and appropriate by the Court.

COUNT V - BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY

274. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

275. The statutory imposition of an implied warranty of merchantability is set forth in 6 Del.C. § 2–314.

276. The Plaintiff must prove that “(1) that a merchant sold the goods; (2) that such goods were not ‘merchantable’ at the time of the sale; (3) that the plaintiff was damaged; (4) that the damage was caused by the breach of warranty of merchantability; and (5) that the seller had notice of the damage.” *Reybold Grp., Inc. v. Chemprobe Techs., Inc.*, 721 A.2d 1267, 1269 (Del. 1998)

Plaintiff Jane Doe’s Breach Of Implied Warranty of Merchantability Claim Against Defendant Snap

277. Plaintiff Jane Doe was a buyer for consideration of Defendant Snap’s, a merchant, Snapchat.

278. Defendant Snap, Inc.’s Snapchat App was sold and distributed through Defendant Apple’s, a merchant’s, App Store to Plaintiff Jane Doe for consideration.⁴⁷

279. The Defendant Snap is and was objectively aware of the criminal activity, including impersonation, on Snapchat.

280. The Defendant Snap’s own Transparency Report, *supra.*, illustrates that the Defendant had notice of widespread criminal activity on the platform including user impersonation and harassment.

281. Defendant Snap, Inc.’s Snapchat, without effective age and identity verification, was not merchantable at the time of sale to Plaintiff Jane Doe causing her foreseeable matching to an unknown user, Defendant Omeire, then her discovery, location, and rape.

282. The Defendant Snap breached the implied warranty of merchantability because Snapchat lacks effective age and identity verification, causing Plaintiff Jane Doe’s foreseeable matching to an unknown user, Defendant Omeire, then her discovery, location, and rape.

⁴⁷ <https://web.archive.org/web/20181221010054/https://www.snap.com/en-US/terms/> Snapchat Terms of Service Dated September 26, 2017, Retrieved 1/3/2023

283. Defendant Snap, Inc.'s Snapchat, when recklessly datamining Plaintiff's and her Mother's iPhones, was not merchantable at the time of sale to Plaintiff Jane Doe causing her foreseeable matching to an unknown user, Defendant Omeire, and then her discovery, location, and rape.

284. The Defendant Snap breached the implied warranty of merchantability when recklessly datamining Plaintiff's and her Mother's iPhones, causing Plaintiff's foreseeable matching to an unknown user, Defendant Omeire, then her discovery, location, and rape.

285. Defendant Snap, Inc.'s Snapchat, lacking effective prohibition of impersonation or multiple accounts by single users, was not merchantable at the time of sale to Plaintiff Jane Doe causing her foreseeable matching to an unknown user, Defendant Omeire, and then her discovery, location, and rape.

286. The Defendant Snap breached the implied warranty of merchantability lacking effective prohibition of impersonation or multiple accounts by single users, causing Plaintiff's foreseeable matching to an unknown user, Defendant Omeire, then her discovery, location, and rape.

287. Defendant Snap, Inc.'s Snapchat, lacking effective "Protections in Place" discloses the profile and exact location of children, to other unknown Snapchat users through Snap Maps, and was not merchantable at the time of sale to Plaintiff Jane Doe causing her foreseeable matching to an unknown user, Defendant Omeire, and then her discovery, location, and rape.

288. The Defendant Snap breached the implied warranty of merchantability lacking effective "Protections in Place" when it discloses the profile and exact location of children, to other unknown Snapchat users through Snap Maps, causing Plaintiff's foreseeable matching to an unknown user, Defendant Omeire, then her discovery, location, and rape.

289. The Defendant Snap, Inc.'s Snapchat does not permit parental control apps, i.e., Defendant Verizon's Smart Family App, from effectively operating to "Childproof Your Internet" or to block unwanted contacts and messaging causing Plaintiff Jane Doe's foreseeable matching to an unknown user, Defendant Omeire, and then her discovery, location, and rape.

290. The Defendant Snap breached the implied warranty of merchantability when Snapchat was not merchantable at the time Plaintiff Jane Doe downloaded the Snapchat App from Defendant Apple's App Store because Snapchat does not permit parental control apps, i.e., Defendant Verizon's Smart Family App, from effectively operating to "Childproof Your Internet" or for blocking unwanted contacts and messaging.

291. Because the Defendant Snap's claimed safeguards, including but not limited to "Protections in Place" for minors, are ineffective, Snapchat breached the implied warranty of merchantability by matching the Plaintiff Jane Doe to Defendant Omeire then her discovery, location, and rape suffering physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Breach Of Implied Warranty of Merchantability Claim Against Defendant Verizon

292. The Plaintiff Jane Doe's Mother purchased the Defendant Verizon's, a merchant's, Smart Family App, distributed through Defendant Apple's App Store, for consideration, for the promised benefit to Plaintiff Jane Doe to "Childproof Your Internet" and to block unwanted contacts or messaging.

293. Plaintiff's Mother and the Plaintiff Jane Doe used the Smart Family App for the ordinary purpose in the customary, usual, and foreseeable manner to attempt control messages and contacts as expected on Plaintiff Jane Doe's new iPhone 12.

294. The Defendant Verizon's Smart Family App was not merchantable when used by Plaintiff Jane Doe and her Mother in the customary, usual, and foreseeable manner.

295. The Defendant Verizon had notice that the Smart Family App did not "Childproof Your Internet" or block unwanted contacts or messaging on Snapchat when used by the Plaintiff Jane Doe in the customary, usual foreseeable manner and the Plaintiff Jane Doe was matched by Snapchat to the Defendant Omeire to be discovered, located, and raped.

296. The Defendant Verizon breached the implied warranty of merchantability when the Smart Family App did not "Childproof Your Internet" or block unwanted messaging or contacts and proximately caused that specific type of injury which her Mother paid Defendant Verizon monthly to prevent. That breach caused Plaintiff Jane Doe to be matched to Defendant Omeire by Snapchat and then discovered, located, and raped and Plaintiff Jane Doe suffered physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Breach Of Implied Warranty of Merchantability Claim Against Defendant Apple

297. The Defendant Apple, a merchant and as the distributor of the Defendant Verizon's Smart Family App and Defendant Snap's Snapchat App, sold the Defendant Verizon's Smart Family App and Defendant Snap's Snapchat App for consideration to the Plaintiff Jane Doe.

298. Neither Defendant Verizon's Smart Family App nor Defendant Snap's Snapchat App were merchantable at the time of the sale to Plaintiff Jane Doe.

299. As stated, Defendant Apple sets the standard for the inclusion of Defendant Verizon's Smart Family App and Defendant Snap's Snapchat App and distributed the Apps for consideration.

300. The Defendant Apple breached the implied warranty of merchantability causing Plaintiff Jane Doe to be matched by Snapchat to Defendant Omeire, to be discovered, located, and raped and caused Plaintiff Jane Doe’s physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

301. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement against Defendant Snap, Defendant Verizon, and Defendant Apple, jointly and severally, for the Breaches of the Implied Warranties of Merchantability that proximately caused Plaintiff Jane Doe’s physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety and damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found, just, proper, and appropriate by the Court.

COUNT VI - BREACH OF THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE

302. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

303. Under Delaware law, to be successful on a claim of breach of the implied warranty of fitness for a particular purpose, a plaintiff must prove that: Where the seller at the time of contracting has reason to know any particular purpose for which the goods are required and that the buyer is relying on the seller’s skill or judgment to select or furnish suitable goods, there is unless excluded or modified under the next section an implied warranty that the goods shall be fit for such purpose. 6 Del. C. § 2–315.

Plaintiff Jane Doe’s Claim for Breach Of Implied Warranty of Fitness of Defendant Snap’s Snapchat for a Particular Purpose

304. The Defendant Snap, at the time of contracting with Plaintiff Jane Doe had reason to know that children used the Snapchat App to communicate, and the Plaintiff Jane Doe relied on Snapchat's skill or judgment to furnish a safe communication platform.

305. The Defendant Snap knew or had reason to know that it encourages children to use the Snapchat App who believe the Defendant Snap enforces the Snapchat Terms of Service limiting users to one account and that a user is not impersonating someone else as stated in the Snapchat Community.

306. The Defendant Snap knew or had reason to know that it encourages children to use the Snapchat App who believe claims it has "Protections in Place" to make it harder for strangers to find teens. For example, teens only show up as a "suggested friend" or in search results in limited instances, like if they have mutual friends in common."

307. Plaintiff Jane Doe relied on Defendant Snap, Inc.'s judgement and control to prevent unknown adult users from being matched to children on Snapchat.

308. Plaintiff Jane Doe relied on Defendant Snap, Inc.'s judgement and control when datamining Plaintiff's and her Mother's iPhones by Snapchat.

309. With ineffective age and identity verification, the Defendant Snap's "Protections in Place" failed to prevent Plaintiff Jane Doe's matching to Defendant Omeire and then her discovery, location, and rape.

310. The Defendant Snap breached the Implied Warranty of Fitness for a Particular Purpose to furnish a safe communication platform with ineffective "Protections in Place,' including age and identity verification, when recklessly datamining Plaintiff Jane Doe's and her Mother's iPhones and matched Plaintiff Jane Doe to Defendant Omeire and then her discovery, location, and rape.

311. The Defendant Snap breached the Implied Warranty of Fitness for a Particular Purpose to provide a safe communication platform by not permitting Defendant Verizon's Smart Family App to operate to "Childproof Your Internet" and block unwanted contacts and messaging on Snapchat.

312. As the direct and proximate result of the Defendant Snap's breaches of the Implied Warranty of Fitness for a Particular Purpose, Plaintiff Jane Doe was matched to Defendant Omeire by Snapchat and then discovered, located, and raped causing Plaintiff Jane Doe's physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Claim for Breach Of Implied Warranty of Fitness for a Particular Purpose against Defendant Verizon

313. At the time of Plaintiff Jane Doe's and her Mother's contracting with Defendant Verizon and direct sale by a Verizon agent employee for the Defendant Verizon's Smart Family App for Plaintiff Jane Doe's new iPhone 12, Defendant Verizon was well aware, with specific knowledge of the special purpose to "Childproof Your Internet" and block unwanted contacts and messaging for which the Verizon Smart Family App was advertised.

314. The Plaintiff Jane Doe and her Mother relied on Defendant Verizon, with superior skill and judgment, with reason to know of the particular purpose for which Plaintiff Jane Doe and her Mother contracted the Smart Family App as advertised to "Childproof Your Internet" by blocking unwanted contacts and messaging.

315. Based on the Defendant Verizon's, and its employee's, skill or judgment, Plaintiff Jane Doe's Mother purchased the iPhone 12 with Kid's Unlimited Plan because it included the Smart Family App to protect Jane Doe from specific harm.

316. As the direct and proximate result of the Defendant Verizon's Smart Family App's Breach of the Implied Warranty of Fitness for a Particular Purpose as advertised and relied upon by Plaintiff Jane Doe which did not "Childproof Your Internet" or block unwanted contacts and messaging on Snapchat, the Plaintiff Jane Doe was matched to Defendant Omeire, by Snapchat to be discovered, located, and raped and caused Plaintiff Jane Doe's physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Claim for Breach Of Implied Warranty of Fitness for a Particular Purpose against Defendant Apple

317. The Defendant Apple, a merchant and as distributor of the Defendant Verizon's Smart Family App and the Defendant Snap's Snapchat App, knew or had reason to know of the purpose of these Apps. In Defendant Apple's words, "We have lots of kids downloading lots of apps. Parental controls work great to protect kids, but you have to do your part too. So know that we're keeping an eye out for the kids."⁴⁸

318. And because Defendant Apple was well aware that kids were using its App Store to download Apps, Defendant Apple knew or had reason to know that the Plaintiff Jane Doe was relying on the Defendant Apple's superior skill to approve Apps for download that were functional and safe and effective for childrens' usage.

319. Plaintiff Jane Doe relied on Defendant Apple's superior skill to approve Apps for download and sale in Defendant Apple's App Store that do not compromise childrens' safety.

320. As the direct result of Defendant Apple's Breach Of Implied Warranty of Fitness for a Particular Purpose, by promoting and permitting Snapchat with ineffective age and identity

⁴⁸ <https://developer.apple.com/app-store/review/guidelines/#design> App Store Review Guidelines, Last Updated: October 24, 2022, retrieved 12/14/2022

verification, Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire, and then discovered, located, and raped.

321. As the direct result of Defendant Apple's Breach Of Implied Warranty of Fitness for a Particular Purpose, by promoting and permitting Snapchat, which recklessly datamined Plaintiff Jane Doe's and her mother's iPhones, Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire, and then discovered, located, and raped.

322. As the direct result of Defendant Apple's Breach Of Implied Warranty of Fitness for a Particular Purpose by promoting and permitting the ineffective Verizon Smart Family App, that does not "Childproof Your Internet" or block unwanted contacts and messaging on Snapchat, Plaintiff Jane Doe was matched to Defendant Omeire by Snapchat, and discovered, located, and raped.

323. As the direct result of Defendant Apple's Breaches Of Implied Warranty of Fitness for a Particular Purpose, Plaintiff Jane Doe suffered physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

324. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement against Defendant Snap, Defendant Verizon, and Defendant Apple, jointly and severally, for compensation for the Breaches of the Implied Warranties of Fitness for a Particular Purpose that proximately caused Plaintiff Jane Doe's physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety and damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found, just, proper, and appropriate by the Court.

COUNT VII - NEGLIGENT PERFORMANCE OF SERVICES

325. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

326. The Restatement (Second) of Torts § 324A provides a means of liability of third persons for the negligent performance of services undertaken for another:

One who undertakes, gratuitously or for consideration, to render services to another which he should recognize as necessary for the protection of a third person or his things, is subject to liability to the third person for physical harm resulting from his failure to exercise reasonable care to protect his undertaking, if

- (a) his failure to exercise reasonable care increases the risk of such harm, or
- (b) he has undertaken to perform a duty owed by the other to the third person, or
- (c) the harm is suffered because of reliance of the other or the third person upon the undertaking.

Patton v. Simone, No. CIV. A. 90C-JA-29, 1992 WL 183064, at *4 (Del. Super. Ct. June 25, 1992)

Plaintiff Jane Doe's Claim for Negligent Performance of Services Against Defendant Snap

327. The Defendant Snap undertook, gratuitously or for consideration, to render services to Plaintiff Jane Doe, the use of Snapchat, including when datamining Plaintiff Jane Doe's and her Mother's iPhones.

328. The Defendant Snap failed to exercise reasonable care when recklessly datamining Plaintiff Jane Doe's and her Mother's iPhones, increasing the risk of harm to Plaintiff Jane Doe by matching Plaintiff Jane Doe to an unknown adult user.

329. Defendant Snap claims "Protections in Place" to make it harder for strangers to find teens. For example, teens only show up as a "suggested friend" or in search results in limited instances, like if they have mutual friends in common, as necessary for the protection of Plaintiff Jane Doe.

330. The Defendant Snap failed to exercise reasonable care and breached this assumed duty to have “Protections in Place,” when Snapchat matched Plaintiff Jane Doe to Defendant Omeire to be discovered, located, and raped.

331. The Defendant Snap failed to exercise reasonable care, when datamining Snapchat users’ smartphones, to effectively verify age and identity of Snapchat users and increased the risk of harm to Plaintiff Jane Doe by matching her to Defendant Omeire, to be discovered, located, and raped.

332. The Defendant Snap is subject to liability for the Plaintiff Jane Doe’s rape and associated physical and emotional injuries, resulting from Defendant Snap’s failure to exercise reasonable care when datamining Plaintiff Jane Doe’s and her Mother’s iPhones by Defendant Snap’s own undertaking with Snapchat’s ineffective age and identity controls.

333. As a direct and proximate result of the Defendant Snap’s failure to exercise reasonable care and breach of the duty owed to Plaintiff Jane Doe, Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire, and then discovered, located, and raped causing physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe’s Claim for Negligent Performance of Services Against Defendant Verizon

334. The Defendant Verizon undertook for consideration to render services to Plaintiff Jane Doe, the Defendant Verizon’s Smart Family App, which Defendant Verizon recognized as necessary for the protection of Plaintiff Jane Doe and is subject to liability to Plaintiff Jane Doe for her matching to Defendant Omeire by Snapchat, discovery, location, and rape, and associated

emotional and physical injuries, from Defendant Verizon's failure to exercise reasonable care in Defendant Verizon's undertaking to sell the Smart Family App.

335. The Defendant Verizon failed to exercise reasonable care to "Childproof Your Internet" and block unwanted contacts and messaging as advertised which increased the risk of harm to the Plaintiff Jane Doe.

336. Defendant Verizon undertook to perform a duty owed to the Plaintiff Jane Doe and did not "Childproof Your Internet" block unwanted contacts or messaging on Snapchat.

337. As a direct and proximate result of Defendant Verizon's failure to exercise reasonable care when undertaking to "Childproof Your Internet" and block unwanted contacts and messaging, the Plaintiff Jane Doe was matched with Defendant Omeire by Snapchat then discovered, located, and raped, suffering physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Claim for Negligent Performance of Services Against Defendant Apple

338. Defendant Apple undertook, gratuitously or for consideration, to render services, i.e. monitor Apps in Defendant Apple's App store for child safety, which Defendant Apple should have recognized as necessary for the protection of Plaintiff Jane Doe and is subject to liability to Plaintiff Jane Doe for her matching to Defendant Omeire by Snapchat, then her discovery, location, and rape, and associated emotional and physical injuries, because of Defendant Apple's failure to exercise reasonable care to protect and monitor Apps in Defendant Apple's App store for child safety.

339. Defendant Apple failed to exercise reasonable care when monitoring the effectiveness of the "Protections in Place" for teens and age and identity verification on Defendant Snap's

Snapchat App, as well as, the effectiveness of the Defendant Verizon's Smart Family App and increased the risk of harm to Plaintiff Jane Doe.

340. Defendant Apple should have recognized the necessity of protecting Plaintiff Jane Doe by monitoring Apps in the Defendant Apple's App Store for effectiveness.

341. As a direct and proximate result of Defendant Apple's failure to exercise reasonable care when it failed to perform services, the Plaintiff Jane Doe was matched with Defendant Omeire by Snapchat, discovered, located, and raped.

342. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement against Defendant Snap, Defendant Verizon, and Defendant Apple, jointly and severally, for pecuniary loss caused by the Negligent Performance of Services that proximately caused Plaintiff Jane Doe's physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety and damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found just, proper, and appropriate by the Court.

COUNT VIII - AIDING AND ABETTING

343. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

344. In Delaware, there are three elements that comprise aiding and abetting: tortious conduct, knowledge, and substantial assistance. *Anderson v. Airco, Inc.*, No. CIV.A. 02C-12-091HDR, 2004 WL 1551484, at *8 (Del. Super. Ct. June 30, 2004), *on reargument*, No. CIV.A. 02C-12-091HDR, 2004 WL 2827887 (Del. Super. Ct. Nov. 30, 2004)

Plaintiff Jane Doe's Claim for Aiding and Abetting Against Defendant Snap

345. As stated, the Defendant Snap engaged in tortious conduct (Counts I-VII and XI-XVI, herein) directed toward the Plaintiff Jane Doe, including but not limited to, recklessly datamining Plaintiff Jane Doe's and her Mother's iPhones and matched Defendant Omeire to Plaintiff Jane Doe.

346. Defendant Snap, knowingly and admittedly, lacked effective age and identity verification on Snapchat and knowingly and admittedly facilitated user impersonation on Snapchat.

347. The Defendant Snap's Snapchat App gave substantial assistance to Defendant Omeire, matching him to Plaintiff Jane Doe to be discovered, located, and raped causing physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Claim for Aiding and Abetting Against Defendant Verizon

348. As stated, Defendant Verizon engaged in the tortious conduct (Counts I-VII and XI-XVI, herein) injuring the Plaintiff Jane Doe by, including but not limited to, offering to "Childproof Your Internet" and through its agents and employees, recommended the Kids Unlimited Plan with Smart Family App to "Childproof Your Internet" and block unwanted contacts and messaging on Plaintiff Jane Doe's iPhone.

349. The Defendant Verizon has obvious knowledge of the harms of the internet.

350. By offering, for sale, and by having its agents recommended the Smart Family App, the Defendant Verizon acknowledged the need to protect children, i.e., "Childproof Your Internet."

351. The Defendant Verizon sold the Smart Family App knowing that it was ineffective to block unwanted contacts and messages on Snapchat.

352. By failing to "Childproof Your Internet" or block unwanted contacts and messaging on Snapchat, the Defendant Verizon offered substantial assistance to Defendant Omeire when

Snapchat matched him with the Plaintiff Jane Doe, to be discovered, located, and raped. The Defendant Verizon aided and abetted Plaintiff Jane Doe's physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Claim for Aiding and Abetting Against Defendant Apple

353. As stated, the Defendant Apple engaged in tortious conduct (Counts I-VII and XI-XVI, herein) when distributing the Defendant Verizon's Smart Family App and Defendant Snap's Snapchat App.

354. The Defendant Apple has stated, "We have lots of kids downloading lots of apps. Parental controls work great to protect kids, but you have to do your part too. So know that we're keeping an eye out for the kids."⁴⁹

355. The Defendant Apple distributed the Defendant Snap's Snapchat App that provided substantial assistance to Defendant Omeire when Snapchat matched him to the Plaintiff Jane Doe, to be discovered, located, and raped.

356. The Defendant Apple distributed the Defendant Verizon's ineffective Smart Family App that did not "Childproof Your Internet" or block unwanted contacts or messaging on Snapchat that provided substantial assistance to Defendant Omeire by matching him Plaintiff Jane Doe to be discovered, located and raped.

357. The Defendant Apple, through its App Store, aided and abetted Defendant Omeire, Defendant Snap and Defendant Verizon and Plaintiff Jane Doe was matched to Defendant

⁴⁹ Apple App Store Review Guidelines, Last Updated: June 7, 2021, retrieved 12/18/2022, <https://web.archive.org/web/20210612003152/https://developers.apple.com/app-store/review/guidelines/>

Omeire by Snapchat causing her physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety

358. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement against Defendant Snap, Defendant Verizon, and Defendant Apple, jointly and severally, for Aiding and Abetting, causing the emotional and physical injuries suffered by Plaintiff Jane Doe, including but not limited to rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety, including but not limited to damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found just, proper, and appropriate by the Court.

COUNT IX - DELAWARE CONSUMER FRAUD ACT, 6 DEL. C. § 2513 & § 2525.

359. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

360. Plaintiff Jane Doe brings this claim under the Delaware Consumer Fraud Act 6 DEL. C. § 2513:

(a) The act, use, or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, unfair practice, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale, lease, receipt, or advertisement of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby, is an unlawful practice. 6 DEL. C. § 2513.

361. The Plaintiff Jane Doe is allowed a private cause of action for the unlawful trade practice under 6 DEL. C. § 2525 that states,

(a) A private cause of action shall be available to any victim of a violation of this subchapter. Such cause of action may be brought in any court of competent jurisdiction in this State without prior action by the Attorney General as provided for in this subchapter. 6 Del. C. 1953, § 2525

**Plaintiff Jane Doe's Claim under Delaware Consumer Fraud Act, 6 Del. C. § 2513 & § 2525
Against Defendant Snap**

362. Defendant Snap intentionally concealed, suppressed, and/or omitted a material fact: that its Snapchat App would data mine both Plaintiff's and Plaintiff's Mother's iPhones. Moreover, Snap intentionally concealed the extent of the "datamining" of the Plaintiff's iPhone, omitting the fact that Plaintiff's and her Mother's iPhones would be datamined for potential "friend suggestions" on Snapchat and matched the Plaintiff Jane Doe to Defendant Omeire leading to her discovery, location and rape.

363. Defendant Snap concealed, suppressed, and omitted a material fact, that Defendant Snap's Snapchat's age and identity verification are ineffective and matched Plaintiff Jane Doe to Defendant Omeire to be discovered, located, and raped.

364. Defendant Snap misrepresented that its Snapchat Bitmojis do not show a person's age and/or gender, when, in fact, these Bitmojis clearly depict supposed user age and gender, allowing users to hide true ages and identities.

365. Defendant Snap concealed, suppressed, and omitted a material fact, that Defendant Snap's Snapchat's "Protections in Place" are ineffective and matched Plaintiff Jane Doe to Defendant Omeire to be discovered, located and raped.

366. Defendant Snap's deception, fraud, false pretense, false promise, misrepresentation, unfair practice, or the concealment, suppression, or omission of these material facts with intent that Plaintiff Jane Doe relied upon such concealment, suppression, or omission, in connection with the sale, lease, receipt, or advertisement of Snapchat caused Plaintiff Jane Doe to be matched to Defendant Omeire by Snapchat and then her discovery, location and rape.

**Plaintiff Jane Doe's Claim under Delaware Consumer Fraud Act, 6 Del. C. § 2513 & § 2525
Against Defendant Verizon**

367. The Defendant Verizon, through sale of the Smart Family App, deceived, under false pretense, made false promises, misrepresented, and concealed, suppressed, and omitted material facts, that Defendant Verizon's Smart Family App was ineffective to "Childproof Your Internet" and was ineffective to block unwanted contacts or messaging on Defendant Snap's Snapchat.

368. Defendant Verizon intended that Plaintiff Jane Doe and her Mother would rely upon such concealment that Defendant Verizon's Smart Family App, though ineffective when using Defendant Snap's Snapchat, would "Childproof Your Internet" and block unwanted contacts or messaging on Defendant Snap's Snapchat.

369. The Defendant Verizon's deception, fraud, false pretense, false promise, misrepresentation, unfair practice, or the concealment, suppression, or omission of any material fact with intent that Plaintiff Jane Doe relied upon such concealment, suppression, or omission, in connection with the sale, lease, receipt, or advertisement of the Smart Family App caused Plaintiff Jane Doe's matching to Defendant Omeire by Snapchat and then her discovery, location and rape.

**Plaintiff Jane Doe's Claim under Delaware Consumer Fraud Act, 6 Del. C. § 2513 & § 2525
Against Defendant Apple**

370. The Defendant Apple distributed and promoted the Defendant Snap's Snapchat App and Defendant Verizon's Smart Family App to the Plaintiff Jane Doe for profit.

371. Defendant Apple, though deceptively stating "the apps we offer are held to the highest standards for privacy, security, and content", distributed and promoted Defendant Snap's Snapchat that lacks effective datamining "Protections in Place" and has ineffective age and identify verification, matching unknown adults to children which caused Plaintiff Jane Doe to be matched to Defendant Omeire by Snapchat and then her discovery, location, and rape.

372. Also misleading, is Defendant Apple's statement regarding Snapchat's origins as "humble". Snapchat's known origin was to create an app to send inappropriate messages, i.e., sexting, without fear of repercussions.⁵⁰

373. The Defendant Apple, through its App Store, deceptively promoted and distributed the ineffective Defendant Verizon's Smart Family App that did not "Childproof Your Internet" and block unwanted contacts or messaging on Snapchat.

374. The Defendant Apple's deception, fraud, false pretense, false promise, misrepresentation, unfair practice, or the concealment, suppression, or omission of these material facts with intent that Plaintiff Jane Doe relied upon such concealment, suppression, or omission, in connection with the sale, lease, receipt, or advertisement of downloads of Defendant Snap's Snapchat and Defendant Verizon's Smart Family App caused Plaintiff Jane Doe to be matched to Defendant Omeire by Snapchat to be discovered, located and raped.

375. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement against Defendant Snap, Defendant Verizon, and Defendant Apple, under Delaware Consumer Fraud Act, 6 Del. C. § 2513 & § 2525 for Plaintiff Jane Doe's injuries, including but not limited to rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety caused by the deceptive, willful, wanton, and reckless actions of the Defendants, including but not limited to damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found, just, proper, and appropriate by the Court.

COUNT X - DELAWARE DECEPTIVE TRADE PRACTICES ACT, 6 DEL. C. § 2532 & § 2533

⁵⁰ Gallagher, Billy. How to Turn Down a Billion Dollars, (p. 21). St. Martin's Publishing Group. Kindle Edition.

376. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

377. Under § 2532 Deceptive and Unfair Trade Practices:

(a) A person engages in a deceptive trade practice when, in the course of a business, vocation, or occupation, that person:

...

(2) Causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;

...

(5) Represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have;

...

(7) Represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;

...

(9) Advertises goods or services with intent not to sell them as advertised;

...

(12) Engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.

(b) In order to prevail in an action under this chapter, a complainant need not prove competition between the parties or actual confusion or misunderstanding.

(c) This section does not affect unfair trade practices otherwise actionable at common law or under other statutes of this State.

378. Under § 2533 Remedies. Deceptive and Unfair Trade Practices:

(a) A person likely to be damaged by a deceptive trade practice of another may be granted an injunction against it under the principles of equity and on terms that the court considers reasonable. Proof of monetary damage, loss of profits, or intent to deceive, is not required. Relief granted for the copying of an article shall be limited to the prevention of confusion or misunderstanding as to source.

(b) The court in exceptional cases may award reasonable attorneys' fees to the prevailing party. Costs or attorneys' fees may be assessed against a defendant only if the court finds that defendant has willfully engaged in a deceptive trade practice.

(c) The relief provided in this section is in addition to remedies otherwise available against the same conduct under the common law or other statutes of this State. If damages are awarded to the aggrieved part under the common law or other statutes of this State, such damages awarded shall be treble the amount of the actual damages proved.

Plaintiff Jane Doe's Claim under Delaware Deceptive Trade Practices Act, 6 Del. C. § 2532 & § 2533 Against Defendant Snap

379. Defendant Snap, in the course of business, offers the Snapchat App claiming this good or service has sponsorship, approval, characteristics, ingredients, uses, or benefits, that it does not have, including but not limited to:

380. Defendant's Snap's statement that "[i]n order for a Snapchat user to show up in another Snapchat user's Quick Add suggestions, the other's phone number or email address in their

respective phone contacts, or both users must have mutual friends on Snapchat”⁵¹ is confusing and causes the likelihood of misunderstanding of exactly what smartphone information is being surreptitiously datamined by Snapchat.

381. Defendant Snap’s Snapchat claims “Protections in Place” to make it harder for strangers to find teens that prevent the matching of children to unknown adults.

382. The Defendant Snap states “teens have to be mutual friends before they can start “communicating” when Snapchat does not have this stated characteristic, use, and/or benefit.

383. Defendant Snap states “teens only show up as a ‘suggested friend’ or in search results in limited instances, like if they have mutual friends in common” when Snapchat does not have this stated characteristic, use, and/or benefit.

384. Defendant Snap’s Snapchat claims to have age and identity verification tools. These tools are ineffective, and do not have the stated characteristics, uses, and/or benefits and creates confusion and likelihood of misunderstanding.

385. Contrary to Mr. Boyle’s assertion, “Selecting a person’s username in the Quick Add list shows a version of that user’s Snapchat profile. By default, the Snapchat profile displayed, however, does not reveal any additional information about the user. The profile does not show that person’s age or gender.”,⁵² yet age and gender are, in fact, displayed in Bitmojis, creating confusion and likelihood of misunderstanding.

386. As the result of Defendant Snap claiming that Snapchat has sponsorship, approval, characteristics, ingredients, uses, or benefits that Snapchat does not have, Plaintiff Jane Doe asks this Court to enter a judgment under Delaware Deceptive Trade Practices Act, 6 Del. C. § 2532

⁵¹ Declaration of David Boyle, *Id.*

⁵² Declaration of David Boyle, *Id.*

& § 2533 including an injunction against Defendant Snap for the deceptive trade practices under the principles of equity, attorney's fees and for treble damages for Plaintiff Jane Doe's emotional and physical injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Claim under Delaware Deceptive Trade Practices Act, 6 Del. C. § 2532 & § 2533 Against Defendant Verizon

387. The Defendant Verizon, in the course of business, offered its Smart Family App claiming that this good or service had sponsorship, approval, characteristics, ingredients, uses, or benefits, that it did not have, including but not limited to:

388. The Defendant Verizon claimed to "Childproof Your Internet" or block unwanted contacts or messaging when the Defendant Verizon's Smart Family App did not have these stated characteristics, uses, and/or benefits and was ineffective to "Childproof Your Internet" or block unwanted contacts or messaging on Snapchat.

389. As the result of Defendant Verizon claiming that the Smart Family App has sponsorship, approval, characteristics, ingredients, uses, or benefits that the Smart Family App does not have, Plaintiff Jane Doe asks this Court to enter a judgment under Delaware Deceptive Trade Practices Act, 6 Del. C. § 2532 & § 2533 including an injunction against Defendant Verizon for the deceptive trade practices under the principles of equity, attorney's fees and for treble damages for Plaintiff Jane Doe's emotional and physical injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Claim under Delaware Deceptive Trade Practices Act, 6 Del. C. § 2532 & § 2533 Against Defendant Apple

390. The Defendant Apple, as the distributor of the Defendant Snap's Snapchat App and Defendant Verizon's Smart Family App by download through Defendant Apple's curated App

Store, represented that that goods or services were of a particular standard, quality, or grade, and both the Smart Family and Snapchat Apps are substandard.

391. Defendant Apple misled Plaintiff Jane Doe, a consumer, when the Defendant Apple's App Store promotes Snapchat as an Editors' Choice and states "From its humble origin as a fun way to send self-erasing photo messages, Snapchat has grown into one of our favorite social media apps." (Figure 10 above)

392. Snapchat's origins were not "humble," Snapchat's known origin was to create an app to send inappropriate ephemeral messages, i.e., sexting, without fear of repercussions.⁵³

393. Defendant Apple misled Plaintiff Jane Doe, a consumer, when stating "The apps you love. From a place you can trust. For over a decade, the App Store has proved to be a safe and trusted place to discover and download apps. But the App Store is more than just a storefront — it's an innovative destination focused on bringing you amazing experiences. And a big part of those experiences is ensuring that the apps we offer are held to the highest standards for privacy, security, and content. Because we offer nearly two million apps — and we want you to feel good about using every single one of them." Also stating "You choose what data to share. And with whom."⁵⁴ This statement is misleading and caused the likelihood of confusion.

394. Defendant Verizon's Smart Family App, as part of the Defendant Apple's App store curated "ecosystem," was ineffective to "Childproof Your Internet" or block of unwanted contacts or messaging on Snapchat.

395. As the result of Defendant Apple claiming that the Apple App Store has sponsorship, approval, characteristics, ingredients, uses, or benefits that it did not have, Plaintiff Jane Doe

⁵³ Gallagher, Billy. How to Turn Down a Billion Dollars, (p. 21). St. Martin's Publishing Group. Kindle Edition.

⁵⁴ <https://web.archive.org/web/20210612024548/https://www.apple.com/app-store/> June 12, 2021, retrieved 12/18/2022

asks this Court to enter a judgment under Delaware Deceptive Trade Practices Act, 6 Del. C. § 2532 & § 2533 including an injunction against Defendant Apple for the deceptive trade practices under the principles of equity, attorney's fees and for treble damages for Plaintiff Jane Doe's emotional and physical injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

396. WHEREFORE, Plaintiff Jane Doe asks this Court to enter a judgment under Delaware Deceptive Trade Practices Act, 6 Del. C. § 2532 & § 2533 including an injunction against the Defendants for the deceptive trade practices for treble damages under the principles of equity and judgement against Defendant Snap, Defendant Verizon, and Defendant Apple for treble damages for Plaintiff Jane Doe's emotional and physical injuries, including but not limited to rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety, attorney's fees, costs, interest, punitive and exemplary damages, and any further relief found, just, proper, and appropriate by the Court.

COUNT XI - FRAUDULENT MISREPRESENTATION

397. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

398. In order for a plaintiff successfully to allege fraudulent misrepresentation, she must show that: "(1) defendant made a false representation, usually one of fact; (2) the defendant knew or believed that the representation was false, or made it with reckless indifference to the truth; (3) the defendant's false representation was intended to induce the plaintiff to act or refrain from acting; (4) the plaintiff's action or inaction was taken in justifiable reliance upon the representation; and (5) the plaintiff was damaged by such reliance." *Oglesby v. Conover*, No. CIV.A. K10C08017 RBY, 2011 WL 3568276, at *3 (Del. Super. Ct. May 16, 2011).

Plaintiff Jane Doe's Fraudulent Misrepresentation Claim Against Defendant Snap

399. Defendant Snap made false representations of fact including but not limited to, Defendant's Snap's statement that "[i]n order for a Snapchat user to show up in another Snapchat user's Quick Add suggestions, the other's phone number or email address in their respective phone contacts, or both users must have mutual friends on Snapchat."⁵⁵

400. Defendant Snap falsely states "teens only show up as a 'suggested friend' or in search results in limited instances, like if they have mutual friends in common."

401. Defendant Snap's Snapchat falsely states to have "Protections in Place" to make it harder for strangers to find teens.

402. Defendant Snap's Snapchat falsely states to have age and identity verification tools. These tools are ineffective.

403. Mr. Boyle falsely states, "Selecting a person's username in the Quick Add list shows a version of that user's Snapchat profile. By default, the Snapchat profile displayed, however, does not reveal any additional information about the user. The profile does not show that person's age or gender," when age and gender are, in fact, displayed in Bitmojis.

404. Defendant Snap knew or believed that these representations were false or made them with reckless indifference to the truth.

405. Defendant Snap's false representations were intended to induce the Plaintiff Jane Doe to act and use Snapchat.

406. The Plaintiff Jane Doe's use of Snapchat was in justifiable reliance upon these false representations.

⁵⁵ Declaration of David Boyle, *Id.*

407. As the result of Plaintiff Jane Doe's reliance upon Defendant Snap's false representations, Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire, then discovered, and located and raped.

408. Because of Defendant Snap's false representations or representations made with reckless indifference to the truth, Plaintiff Jane Doe suffered damages for emotional and physical injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Fraudulent Misrepresentation Claim Against Defendant Verizon

409. The Defendant Verizon made false representations of fact, including to "Childproof Your Internet" and block of unwanted contacts and messaging when using the Defendant Verizon's Smart Family App.

410. Defendant Verizon knew or believed that the representations were false or made them with reckless indifference to the truth.

411. The Smart Family App was ineffective to "Childproof Your Internet" or block unwanted contacts and messaging on Snapchat for Plaintiff Jane Doe.

412. Defendant Verizon's false representations, by the promotions as well as the advice and suggestion of Defendant's agent(s) and employee(s), were intended to induce the Plaintiff's Mother to act on Plaintiff Jane Doe's behalf and Plaintiff's Mother signed up for and paid for the Kids Unlimited Plan with Smart Family App.

413. Plaintiff Jane Doe justifiably relied on the claims of the Defendant Verizon's advertisement and employee(s) to "Childproof Your Internet" and block of unwanted contacts and messaging.

414. As the result of Plaintiff Jane Doe’s reliance upon Defendant Verizon’s false representations, Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire, then discovered, and located and raped.

415. Because of Defendant Verizon’s false representations or representations made with reckless indifference to the truth, Plaintiff Jane Doe suffered damages for emotional and physical injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe’s Fraudulent Misrepresentation Claim Against Defendant Apple

416. Defendant Apple, as distributor of the Defendant Verizon’s Smart App and Defendant Snap’s Snapchat App, made false representations made with reckless indifference to the truth, including but not limited to:

417. “For over a decade, the App Store has proved to be a safe and trusted place to discover and download apps. But the App Store is more than just a storefront — it’s an innovative destination focused on bringing you amazing experiences. And a big part of those experiences is ensuring that the apps we offer are held to the highest standards for privacy, security, and content. Because we offer nearly two million apps — and we want you to feel good about using every single one of them.”

418. The Defendant Apple also states, “You choose what data to share. And with whom.”⁵⁶

419. The Defendant Apple knew or believed that these representations were false or made them with reckless indifference to the truth.

420. As Defendant Apple anointed Snapchat an “Editor’s Choice” (Figure 10 above), Defendant Apple falsely represented Snapchat’s origins which are not “humble.” Snapchat’s

⁵⁶ <https://web.archive.org/web/20210612024548/https://www.apple.com/app-store/>retrieved 12/18/2022

known origin was to create an app to send inappropriate messages, i.e., sexting, without fear of repercussions.⁵⁷

421. The Plaintiff Jane Doe downloaded Snapchat from Defendant Apple's App Store in justifiable reliance that Defendant Apple's App Store is a safe and trusted place to discover and download apps and that Defendant Apple is keeping an eye out for kids.

422. The Plaintiff Jane Doe was damaged by her reliance that Defendant Apple's App Store is a safe and trusted place to discover and download apps and that Defendant Apple is keeping an eye out for kids.

423. The Defendant Verizon's Smart Family App, a parental control app, though promoted by Defendant Apple, was completely ineffective to "Childproof Your Internet" or block unwanted contacts and messaging on Snapchat.

424. As the result of Plaintiff Jane Doe's reliance upon Defendant Apple's false representations, Plaintiff Jane Doe was matched by Snapchat to Defendant Omeire, then discovered, and located and raped.

425. Because of false representations or representations made with reckless indifference to the truth of Defendant Apple, Plaintiff Jane Doe suffered damages for emotional and physical injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

426. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement against Defendant Snap, Defendant Verizon, and Defendant Apple, jointly and severally, for Fraudulent Misrepresentation for Plaintiff Jane Doe's emotional and physical injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with

⁵⁷ Gallagher, Billy. How to Turn Down a Billion Dollars, (p. 21). St. Martin's Publishing Group. Kindle Edition.

Anxiety proximately caused by the fraudulent misrepresentations and reckless actions of the Defendants, including but not limited to damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found, just, proper, and appropriate by the Court.

COUNT XII - NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

427. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

428. In Delaware, the elements required for a claim of negligent infliction of emotional distress include “(1) negligence causing fright to someone; (2) in the zone of danger; (3) producing physical consequences to that person as a result of the contemporaneous shock.”

Rhinehardt v. Bright, No. CIV.A. 03C-05-005RBY, 2006 WL 2220972, at *5 (Del. Super. Ct. July 20, 2006) (citing *Snavely ex rel. Snavely v. Wilmington Medical Center*, 1985 WL 552277, at *3 (Del. Super.)), (citing *Robb v. Pennsylvania Railroad Company*, 210 A.2d 709 (Del. 1965))

Plaintiff Jane Doe’s Negligent Infliction Of Emotional Distress Claim Against Defendant Snap

429. The Defendant Snap, through its Snapchat App, having ineffective age and identity tools, negligently and recklessly datamined the Plaintiff Jane Doe’s and her Mother’s iPhones, and then matched Plaintiff Jane Doe to Defendant Omeire, leading to her discovery, location, and rape and Plaintiff Jane Doe’s undeniable fright.

430. The matching, by Defendant Snap, of Plaintiff Jane Doe, a minor, in the zone of danger, to an unknown adult is extreme and outrageous and caused severe physical and emotional consequences to Plaintiff Jane Doe including, but not limited to rape, the contemporaneous

shock of the rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Negligent Infliction Of Emotional Distress Claim Against Defendant Verizon

431. The Defendant Verizon negligently sold the ineffective Smart Family App to Plaintiff Jane Doe and her Mother, which did not “Childproof Your Internet” or blocki of unwanted contacts or messaging on Snapchat allowing Snapchat to match Plaintiff Jane Doe to Defendant Omeire, and her discovery, location and rape causing undeniable fright to Plaintiff Jane Doe.

432. The Plaintiff Jane Doe is the specific type of person, a minor in the zone of danger, for which Defendant Verizon's Smart Family App was promoted and sold.

433. The Defendant Verizon's negligence caused the Plaintiff Jane Doe's severe physical and emotional consequences, including, but not limited to rape and the contemporaneous shock of being raped, being infected with the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe's Negligent Infliction of Emotional Distress Claim Against Defendant Apple

434. The Defendant Apple, as distributor of ineffective Defendant Verizon's Smart Family App and Defendant Snap's Snapchat App, was negligent in its promotion and control of “the iPhone ecosystem” which led to the matching of Plaintiff Jane Doe to Defendant Omeire then her discovery location and rape which caused undeniable fright to the Plaintiff Jane Doe, who was the specific type of person, a minor in the zone of danger, producing severe physical and emotional consequences to Plaintiff Jane Doe, including, but not limited to rape, and the contemporaneous shock of the rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe’s Negligent Infliction of Emotional Distress Claim Against Defendant Omeire

435. Defendant Omeire has been adjudged guilty of rape of Plaintiff Jane Doe causing undeniable fright to Plaintiff Jane Doe, a minor under 12 in the zone of danger, producing physical and emotional consequences to Plaintiff Jane Doe, including, but not limited to rape, the contemporaneous shock of her rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

436. WHEREFORE, Plaintiff Jane Doe asks this court to enter judgement for Negligent Infliction of Emotional Distress against Defendant Snap, Defendant Verizon, Defendant Apple, and Defendant Omeire, jointly and severally, for compensation for Plaintiff Jane Doe’s emotional and physical injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety caused by the negligent and reckless actions of the Defendants, including but not limited to damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found, just, proper, and appropriate by the Court.

COUNT XIII- INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

437. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

438. A claim for Intentional Infliction of Emotional Distress (IIED) requires proof that the Defendant intentionally engaged in extreme or outrageous conduct that caused severe emotional distress.

439. Under Delaware law, to establish a claim for intentional infliction of emotional distress, the elements that a plaintiff must prove are, “(1) extreme and outrageous conduct; (2) an intent to

cause severe emotional distress or reckless disregard with respect to causing emotional distress; and, (3) the conduct actually caused severe emotional distress.” *Capano Mgmt. Co. v. Transcon. Ins. Co.*, 78 F.Supp.2d 320, 327 (D.Del.1999) (citing *Mattern v. Hudson*, 532 A.2d 85, 86 (Del.Super.1987)).

440. Extreme and outrageous conduct has been defined as behavior, “so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community.” *Mattern*, 532 A.2d at 86 (citing Restatement (Second) Torts § 46). *Jordan v. Delaware*, 433 F. Supp. 2d 433, 444 (D. Del. 2006)

Plaintiff Jane Doe’s Intentional Infliction of Emotional Distress Claim Against Defendant Snap

441. The Defendant Snap’s intentional datamining of Plaintiff Jane Doe’s and her Mother’s iPhones matched the Plaintiff Jane Doe to the unknown adult, Defendant Omeire, which is extreme and outrageous and to be regarded as atrocious, and utterly intolerable in a civilized community.

442. In addition, Defendant Snap intentionally exposed the minor, Plaintiff Jane Doe’s, exact geolocation to other Snapchat users on Snap Maps including Defendant Omeire which is to be regarded as atrocious, and utterly intolerable in a civilized community.

443. The Defendant Snap recklessly disregarded the emotional impact of intentionally and carelessly datamining Plaintiff Jane Doe’s and her Mother’s iPhones to match Plaintiff Jane Doe to Defendant Omeire to be discovered, located, and raped causing physical and emotional injuries including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe’s Intentional Infliction of Emotional Distress Claim Against Defendant Verizon

444. The Defendant Verizon, by promoting and offering Plaintiff Jane Doe and her Mother the Smart Family App that was ineffective to “Childproof Your Internet” and block unwanted contacts or messaging on Defendant Snap’s Snapchat, is extreme and outrageous and to be regarded as atrocious, and utterly intolerable in a civilized community.

445. The Defendant Verizon Intentionally Inflicted Plaintiff Jane Doe’s Emotional Distress by recklessly disregarding the substantial likelihood of causing severe emotional distress when the Smart Family App did not “Childproof Your Internet” or block unwanted contacts and messaging on Defendant Snap’s Snapchat and Snapchat matched Jane Doe to Defendant Omeire to be discovered, located and raped causing severe emotional distress, including but not limited to, rape, the sexually transmitted disease Chlamydia and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe’s Intentional Infliction of Emotional Distress Claim Against Defendant Apple

446. The Defendant Apple’s, as the distributor of Defendant Verizon’s ineffective Smart Family App and Defendant Snap’s Snapchat App, extreme and outrageous conduct that intentionally and recklessly disregarded the failures of the Smart Family App to “Childproof Your Internet” or block unwanted contacts and messaging when the Plaintiff Jane Doe used Snapchat and intentionally and recklessly disregarded the lack of effective age and identity verification and reckless datamining of Snapchat caused emotional impact on Plaintiff Jane Doe by her matching to an unknown adult, Defendant Omeire, by Snapchat to be discovered, located and raped causing severe emotional distress, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety.

Plaintiff Jane Doe’s Intentional Infliction of Emotional Distress Claim Against Defendant Omeire

447. The Defendant Omeire was convicted of two counts for Plaintiff Jane Doe's Rape in the First Degree, a Class A Felony, Rape of a Person Under 12 and is regarded as atrocious, and utterly intolerable in a civilized community. 11 DE Code § 773. The Defendant Omeire was sentenced to 60 years in Delaware State Prison on October 20, 2023.

448. The Defendant Omeire's extreme and outrageous conduct by the intentional rape of the Plaintiff Jane Doe, a minor is so extreme in degree, as to go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community and caused physical and emotional injuries to Plaintiff Jane Doe, including but not limited to rape, the sexually transmitted disease Chlamydia and Adjustment Disorder with Anxiety.

449. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement for Intentional Infliction of Emotional Distress against Defendant Snap, Defendant Verizon, Defendant Apple, and Defendant Omeire, jointly and severally, for Plaintiff Jane Doe's physical and emotional injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety, caused by the Intentional Infliction of Emotional Distress by the Defendants and damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found, just, proper, and appropriate by the Court.

COUNT XIV - BATTERY

450. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

451. In Delaware, tort of battery is "the intentional, unpermitted contact upon the person of another which is harmful or offensive. The intent necessary for battery is the intent to make contact with the person, not the intent to cause harm." [F]or bodily contact to be offensive, it

must offend a reasonable sense of personal dignity.” *Hunt ex rel. DeSombre v. State, Dep't of Safety & Homeland Sec., Div. of Delaware State Police*, 69 A.3d 360, 368–69 (Del. 2013)

452. The Defendant Omeire, convicted of two counts for Plaintiff Jane Doe’s Rape in the First Degree, a Class A Felony, Rape of a Person Under 12. 11 DE Code § 773 committed the intentional, unpermitted contact upon the person of the Plaintiff Jane Doe which is harmful and offensive and the rape was bodily contact that offends any reasonable sense of personal dignity whatsoever.

453. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement against Defendant Omeire for compensation for Plaintiff Jane Doe’s rape, battery and associated emotional and physical injuries, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety caused by the intentional actions of Defendant Omeire, including but not limited to damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found, just, proper, and appropriate by the Court.

COUNT XV - ASSAULT

454. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

455. The elements of the tort of assault are met when the tortfeasor acts with the intent to imminent apprehension of harmful or offensive contact, and the plaintiff is put in such imminent apprehension. *Jagger v. Schiavello*, 93 A.3d 656 (Del. Super. Ct. 2014)

456. The Defendant Omeire, convicted of two counts for Plaintiff Jane Doe’s Rape in the First Degree, a Class A Felony, Rape of a Person Under 12. 11 DE Code § 773, acted with intent to place the Plaintiff Jane Doe in imminent apprehension of harmful and offensive contact, and the Plaintiff Jane Doe was put in such imminent apprehension.

457. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement against Defendant Omeire for compensation for Plaintiff Jane Doe's rape, assault and associated emotional and physical injuries, caused by the intentional actions of Defendant Omeire, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment Disorder with Anxiety and damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found, just, proper, and appropriate by the Court.

COUNT XVI - FALSE IMPRISONMENT

458. Plaintiff Jane Doe incorporates by reference all the previous and subsequent paragraphs of this Complaint, herein.

459. In Delaware, the elements of a claim for false imprisonment are: "(a) [a] restraint which is both (b) unlawful and (c) against one's will. The restraint may be accomplished by physical force, by threats of force or intimidation or by assertion of legal authority." *Hunt ex rel. DeSombre v. State, Dep't of Safety & Homeland Sec., Div. of Delaware State Police*, 69 A.3d 360, 368 (Del. 2013).

460. The Defendant Omeire was convicted of two counts for Plaintiff Jane Doe's Rape in the First Degree, a Class A Felony, Rape of a Person Under 12. 11 DE Code § 773 was adjudged guilty of an unlawful restraint by threat of force and intimidation and against the will of Plaintiff Jane Doe.

461. WHEREFORE, Plaintiff Jane Doe asks this Court to enter judgement against Defendant Omeire for compensation for Plaintiff Jane Doe's rape, false imprisonment and associated emotional and physical injuries, caused by the intentional actions of Defendant Omeire, including but not limited to, rape, the sexually transmitted disease Chlamydia, and Adjustment

Disorder with Anxiety and damages for great emotional distress, costs, interest, punitive and exemplary damages, and any further relief found, just, proper, and appropriate by the Court.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Jane Doe prays for judgment against the Defendants, jointly and severally, as follows:

- A. For granting declaratory and injunctive relief to Plaintiff as permitted by law or equity, including enjoining Defendants from continuing the unlawful practices as set forth herein, and directing Defendants to identify, with Court supervision, victims of its conduct so as to pay them compensatory damages, punitive damages, restitution and/or disgorgement of all monies acquired by Defendants by means of any act or practice declared by the Court to be wrongful;
- B. For an award of compensatory damages in favor of Plaintiff against each Defendant, jointly and severally, in the amount exceeding \$5,000,000, to be determined by proof of all injuries and damages described herein and to be proven at trial;
- C. Awarding Plaintiff punitive damages to the extent allowable by law, in an amount to be proven at trial;
- D. Awarding restitution and disgorgement of all of Defendants’ revenues to the Plaintiff;
- E. Awarding Plaintiff reasonable attorney’s fees and costs of prosecuting this action, including expert witness fees;
- F. Awarding pre-judgment and post-judgment interest; and providing such other relief as may be just and proper.

DEMAND FOR JURY TRIAL

PLAINTIFF JANE DOE HEREBY DEMANDS A TRIAL BY JURY ON ALL ISSUES SO
TRIABLE.

COLLINS PRICE & WARNER

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