

1 **MARC A. SAGGESE, ESQ.**
 Nevada Bar No. 7166
 2 **SAGGESE & ASSOCIATES, LTD.**
 3 732 S. Sixth Street, Suite 201
 Las Vegas, Nevada 89101
 4 Telephone 702.778.8883
 5 Facsimile 702.778.8884
[6 Marc@MaxLawNV.com](mailto:Marc@MaxLawNV.com)
Attorney for Plaintiff

7 **DISTRICT COURT**
 8 **CLARK COUNTY, NEVADA**

9 MARY KAY BECKMAN, an individual;
 10 **Plaintiff;**
 11 vs.
 12 MATCH.COM, LLC, a Delaware Limited
 Liability Company, DOES I-X and ROE
 13 CORPORATIONS 1-10, inclusive;
 14 **Defendant.**

CASE NO.: 2:13-cv-97

COMPLAINT

JURY TRIAL DEMANDED

16 COMES NOW, Plaintiff MARY KAY BECKMAN, by and through her attorney of
 17 record, MARC A. SAGGESE, ESQ., of the law firm of SAGGESE & ASSOCIATES, LTD., and
 18 for her Complaint against Defendant, states:
 19

INTRODUCTION

21 1. This is a civil action for damages brought by Plaintiff MARY KAY BECKMAN,
 22 a woman who was brutally maimed and received life-threatening injuries as a result of a
 23 relationship derived from the deceptive advertising tactics of Defendant MATCH.COM, LLC.
 24 Plaintiff seeks redress for the horrific harms she suffered as a result of the false information
 25 portrayed by Defendant.
 26

27 ...
 28 ...

1 **DEMAND FOR JURY TRIAL**

2 2. Plaintiff demands a jury trial in the instant action.

3 **JURISDICTION**

4
5 3. The causes of action are brought by Plaintiff MARY KAY BECKMAN pursuant
6 to 28 USC § 1332, as there is complete diversity between the parties and more than seventy five
7 thousand dollars (\$75,000.00) is in controversy, exclusive of interests and costs.

8 **VENUE**

9
10 4. Venue is proper in the District of Nevada pursuant to 28 USC § 1391(a)(1) as the
11 Plaintiff resides in Clark County, Nevada, and also 28 USC § 1391(a)(2) as the events giving
12 rise to the claims herein occurred in Clark County, Nevada.

13 **THE PARTIES**

14
15 5. Plaintiff MARY KAY BECKMAN, an individual, was at all times relevant a
16 resident of Clark County, Nevada.

17
18 6. Defendant MATCH.COM, LLC, is a Delaware Limited Liability Company.
19 MATCH.COM, LLC, also provides its services within the state of Nevada.

20
21 7. That pursuant to NRCP 10(a) and *Nurenberger Hercules-Werke GMBH v.*
22 *Virotek*, 107 Nev. 873 (Nev. 1991), the identity of resident and non-resident Defendants
23 designated herein as DOES I-X and ROE CORPORATIONS 1-10, inclusive, are unknown to
24 Plaintiff at this present time; however, it is alleged and believed these Defendants were involved
25 in the initiation, approval, support, or execution of the wrongful acts on which this action is
26 premised, or of similar actions directed against Plaintiff about which they are presently unaware.
27 As the specific identities of these parties are revealed through the course of discovery, the DOES
28 and ROES will be replaced to identify these parties by their true names and capacities

...

FACTS COMMON TO ALL CAUSES OF ACTION

1
2 8. After viewing countless internet advertisements, television commercials, and
3 receiving multiple emails in her inbox promoting the services of MATCH.COM, Plaintiff
4 MARY KAY BECKMAN wanted to experience the type of healthy and loving relationship the
5 website claimed to foster.
6

7 9. On or about the end of August, 2010, MARY KAY BECKMAN, became a
8 member of MATCH.COM, LLC, (hereinafter, "MATCH").
9

10 10. Plaintiff paid the MATCH membership subscription fees and, consistent with the
11 advertisements, she set up an online profile for the purposes of establishing a relationship with
12 another individual.

13 11. In September, 2010, Plaintiff was matched with Wade Mitchell Ridley and began
14 to have online conversations with said individual.
15

16 12. Wade Mitchell Ridley was a subscriber and member of MATCH, therefore,
17 consistent with the advertisements, Plaintiff felt safe and trusted the profile of this individual,
18 believing he was on MATCH to find love.

19 13. On or about September 26, 2010, Plaintiff and Wade Ridley had their first date in
20 Las Vegas, Nevada.
21

22 14. Wade Ridley told Plaintiff that he had just relocated to Nevada and was looking
23 for work. After this initial meeting, Plaintiff and Wade Ridley continued to talk and establish a
24 dating relationship for approximately ten (10) days until their last physical meeting on October 3,
25 2010, when Plaintiff ended the relationship.

26 15. Between October 4, 2010, and October 7, 2010, Wade Ridley sent numerous
27 threatening and harassing text messages to Plaintiff, to which she did not respond.
28

1 16. On January 21, 2011, at approximately 10:00 p.m., as Plaintiff arrived at her
2 residence, she was ambushed by Wade Ridley who was hiding in her garage.

3 17. Wade Ridley brutally stabbed Plaintiff ten (10) times with a knife about her head,
4 face, and upper body, until the overwhelming force he applied to the stabbing caused the knife to
5 break.
6

7 18. Wade Ridley then stomped and kicked Plaintiff several times in the head until she
8 “stopped making the gurgling noise.”

9 19. Wade Ridley subsequently fled Plaintiff’s driveway by foot, leaving Plaintiff for
10 dead.
11

12 20. At approximately 10:30 p.m., on the night of the vicious attack, a neighbor called
13 911, ran outside to offer assistance, and discovered Plaintiff on the ground covered in blood.

14 21. Emergency medical services subsequently arrived and transported Plaintiff to
15 University Medical Center, (hereinafter “UMC”), with life threatening injuries.
16

17 22. Upon information and belief, Plaintiff is not the only MATCH member who was
18 brutally maimed and attacked by MATCH subscriber Wade Ridley.

19 23. Immediately following the attempt murder on January 21, 2011, Plaintiff
20 underwent emergency surgery and treatment for severe brain trauma, and other sustained injuries
21 resulting from the attack, at UMC.
22

23 24. Plaintiff remained hospitalized at UMC between January 21, 2011, and January
24 25, 2011.

25 25. On or about January 28, 2011, Plaintiff suffered a seizure as a result of trauma
26 from the ten (10) stab wounds about her head, face, and upper body and the stomping of her face
27 and neck, and was subsequently admitted to Summerlin Hospital.
28

1 26. On or about February 1, 2011, Plaintiff was released to the Harmon Medical and
2 Rehabilitation Center for continued care.

3 27. On or about February 16, 2011, Plaintiff underwent a second surgery at UMC.
4

5 28. On or about February 23, 2011, Plaintiff was released from UMC to receive home
6 care consisting of twelve (12) weeks of intravenous antibiotics to assist in curing infection
7 resulting from the attack, while also receiving treatment from a number of other providers to
8 assist in her recovery, including but not limited to: extensive psychological counseling, dental
9 care to repair her jaw, treatment with eye and ear specialists to preserve her sight and hearing,
10 and continued physical therapy.
11

12 29. On or about August 1, 2011, Plaintiff was forced to undergo yet a third surgery at
13 UMC to remove a portion of her skull which was replaced with a synthetic component.

14 30. Between the dates of the attack on January 21, 2011, to present, Plaintiff has
15 continued to treat with multiple providers for her life-threatening injuries and has been
16 prescribed numerous prescription medications to aid in her recovery.
17

18 **FIRST CLAIM FOR RELIEF**
19 **NEGLIGENT MISREPRESENTATION**
20 **Plaintiff vs. Defendant**

21 31. Plaintiff re-alleges and incorporates by reference each and every allegation
22 contained in the above paragraphs as though fully set forth herein.

23 32. Defendant MATCH failed to exercise reasonable care in communicating to
24 Plaintiff, a paying subscriber to Match.com, the dangers associated with online matchmaking and
25 the potential of meeting an individual whose intentions are not to find a mate, but to find victims
26 to kill or rape.
27

28 ...

1 33. Defendant MATCH misrepresented to Plaintiff that the site was safe, consistently
2 lead to loving relationships, and was comprised of individuals seeking healthy relationships.

3 34. Plaintiff justifiably relied upon this information by setting up an online profile on
4 Match.com for purposes of entering into a healthy relationship.

5 35. Plaintiff justifiably relied upon this information by entering into online
6 conversations with Wade Mitchell Ridley, a member of Match.com.

7 36. Plaintiff justifiably relied upon this information by entering into a relationship
8 with Wade Mitchell Ridley, a member of Match.com.

9 37. As a direct and proximate result of Defendant's negligent misrepresentation,
10 Plaintiff was brutally attacked by Wade Mitchell Ridley, stabbed ten (10) times about her head,
11 face, and upper body, and suffered severe injuries as a result of the brutal maiming.

12 38. That as a direct and proximate result of Defendant's negligent misrepresentation,
13 Plaintiff incurred medical bills for treatment of her injuries, including multiple surgeries and
14 treatment for severe brain trauma.

15 39. That as a direct and proximate result of Defendant's negligent misrepresentation,
16 Plaintiff suffered substantial damages.

17 40. That as a result of Defendant's actions, Plaintiff has retained the services of an
18 attorney and has incurred attorney's fees and costs.

19
20
21
22
23 **SECOND CLAIM FOR RELIEF**
24 **DECEPTIVE TRADE PRACTICES 15 U.S.C. §45(a)(1)**
25 **Plaintiff vs. Defendant**

26 41. Plaintiff re-alleges and incorporates by reference each and every allegation
27 contained in the above paragraphs as though fully set forth herein.

28 ...

1 51. Defendant MATCH breached this duty by failing to warn Plaintiff of the dangers
2 associated with utilizing the website, and the possibility of meeting potential mates whose
3 intentions are not to enter into a loving relationship, but to find victims to murder, brutally main,
4 or rape.

5
6 52. As a direct and proximate result of Defendant's negligent failure to warn, Plaintiff
7 was forced to undergo extensive medical care and treatment for physical injuries suffered as a
8 result of the physical attack.

9
10 53. That Plaintiff suffered severe injuries, including but not limited to, severe brain
11 trauma and multiple stab wounds to her head, face, and upper body, as a result of the horrific
12 incident.

13 54. That as a direct and proximate result of Defendant's negligent failure to warn,
14 Plaintiff incurred medical bills for treatment of her injuries, including multiple surgeries and
15 treatment for severe brain trauma.

16
17 55. That as a direct and proximate result of Defendant's negligent failure to warn,
18 Plaintiff suffered substantial damages.

19 56. That as a result of Defendant's actions, Plaintiff has retained the services of an
20 attorney and incurred attorney's fees and costs.

21
22 **FOURTH CLAIM FOR RELIEF**
23 **NEGLIGENCE**
24 **Plaintiff vs. Defendant**

25 57. Plaintiff re-alleges and incorporates by reference each and every allegation
26 contained in the above paragraphs, as though fully set forth herein.

27 58. Defendant MATCH owed a duty of care to Plaintiff, a paying subscriber to
28 Match.com, to protect her from individuals trolling the website to further criminal activity.

1 59. Defendant MATCH breached this duty of care by exposing Plaintiff to a serial
2 murderer who used the website as a vessel to facilitate attacks on unsuspecting women.

3 60. As a direct and proximate result of Defendant's negligence, Plaintiff was forced
4 to undergo extensive medical care and treatment for the physical injuries suffered as a result of
5 the brutal attack.
6

7 61. That Plaintiff suffered severe injuries, including but not limited to, severe brain
8 trauma and multiple stab wounds to her head, face, and upper body, as a result of the horrific
9 incident.
10

11 62. That as a direct and proximate result of Defendant's negligence, Plaintiff incurred
12 medical bills for treatment of her injuries, including multiple surgeries and treatment for severe
13 brain trauma.

14 63. That as a direct and proximate result of Defendant's negligence, Plaintiff suffered
15 substantial damages.

16 64. That as a result of Defendant's actions, Plaintiff has retained the services of an
17 attorney and incurred attorney's fees and costs.
18

19 **FIFTH CLAIM FOR RELIEF**
20 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
21 **Plaintiff vs. Defendant**

22 65. Plaintiff re-alleges and incorporates by reference each and every allegation
23 contained in the above paragraphs as though fully set forth herein.

24 66. Defendant MATCH owed Plaintiff a duty of reasonable care to ensure that
25 Plaintiff was not exposed to dangerous individuals while utilizing Defendant's matchmaking
26 services.
27

28 67. Defendant breached this duty by exposing Plaintiff to a serial killer who used
Defendant's service to facilitate a brutal attack and attempted murder upon Plaintiff.

1 68. As a direct and proximate result of Defendant's negligence, Plaintiff was forced
2 to undergo extensive medical care and treatment for the physical injuries and severe emotional
3 distress suffered as a result of the brutal attack.

4
5 69. That as a direct and proximate result of Defendant's negligence Plaintiff has
6 incurred significant medical bills and has undergone extensive treatment.

7 70. That as a direct and proximate result of Defendant's negligence, Plaintiff suffered
8 substantial damages.

9
10 71. That as a result of Defendant's actions, Plaintiff has retained the services of an
11 attorney and incurred attorney's fees and costs.

12 WHEREFORE, Plaintiffs pray for judgment as follows:

- 13 1. For economic damages in the amount of \$346,436.66;
14 2. For non-economic damages against Defendant in the amount of \$5,400,000.00;
15 3. For punitive damages against Defendant in the amount of \$4,100,000.00;
16 4. For special damages in an amount to be determined at trial;
17 5. For an award of reasonable attorney's fees;
18 6. For costs of suit incurred herein;
19 7. For such other and further relief as this Court deems just and proper.

20 DATED this 18th day of January, 2013.

21 /s/ MARC A. SAGGESE, ESQ.

22 **MARC A. SAGGESE, ESQ.**
23 Nevada Bar No. 7166
24 **SAGGESE & ASSOCIATES, LTD.**
25 732 S. Sixth Street, Suite 201
26 Las Vegas, Nevada 89101
27 Telephone 702.778.8883
28 Facsimile 702.778.8884
Marc@MaxLawNV.com
Attorney for Plaintiffs