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DISTRICT COURT
CLARK COUNTY, NEVADA

STATE OF NEVADA,

Plaintiff,

v.

DISCORD, INC.,

Defendant.

Case No.:

Dept. No.:

COMPLAINT

Exempt from Arbitration:
Business Court Matter
Declaratory Relief Sought
Amount in Controversy Greater than
\$50,000

Business Court Requested:
EDCR 1.61 – Business Tort

CLAGGETT & SYKES
LAW FIRM

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

INTRODUCTION..... - 4 -

PARTIES..... - 6 -

JURISDICTION AND VENUE - 7 -

STATUTORY AND PARENS PATRIAE STANDING - 15 -

FACTUAL BACKGROUND..... - 19 -

 I. THE DISCORD PLATFORM - 19 -

 II. DANGERS TO CHILDREN ON DISCORD - 22 -

 III. DEFENDANT IS WELL AWARE OF THE DANGERS TO CHILDREN
 ON DISCORD CAUSED BY ITS DESIGN FLAWS - 26 -

 IV. THE DISCORD PLATFORM CONTAINS MULTIPLE FLAWS IN ITS
 DESIGN THAT RENDER IT UNSAFE FOR CHILDREN - 30 -

 A. DM Flaws..... - 30 -

 B. Prevention and Detection Flaws..... - 35 -

 C. Parental Control Flaws..... - 39 -

 V. THE CHALLENGED DESIGN FLAWS HAVE NO RELATION TO
 TRADITIONAL PUBLISHING ACTIVITIES, AND ANY CONTENT THEY
 UTILIZE IS DISTINCT FROM THEIR FUNCTIONALITY AND THE
 HARM THEY CAUSE..... - 42 -

 VI. TO THE EXTENT THAT ANY OF THE CHALLENGED DESIGN
 FLAWS DO CREATE AN OBLIGATION TO MONITOR THIRD-PARTY
 CONTENT, DISCORD IS ESTOPPED FROM RAISING ANY DEFENSE
 UNDER SECTION 230. - 43 -

 VII. THROUGH BOTH AFFIRMATIVE MISREPRESENTATION AND
 OMISSION, DISCORD MISLEADS AND DECEIVES PARENTS AND
 GUARDIANS ABOUT THE SAFETY OF ITS PLATFORM FOR
 CHILDREN - 44 -

CAUSES OF ACTION..... - 49 -

 COUNT I: DECEPTIVE ACTS OR PRACTICES BY DEFENDANT IN
 VIOLATION OF NEVADA’S DECEPTIVE TRADE PRACTICES ACT, NRS
 §§ 598.0903 THROUGH 598.0999 - 49 -

 COUNT II: UNCONSCIONABLE ACTS OR PRACTICES BY DEFENDANT
 IN VIOLATION OF NEVADA’S DECEPTIVE TRADE PRACTICES ACT,
 NRS 598.0903 THROUGH 598.0999..... - 55 -

 COUNT III: PRODUCT LIABILITY – DESIGN DEFECT - 59 -

 COUNT IV: PRODUCT LIABILITY – FAILURE TO WARN - 72 -

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

COUNT V: NEGLIGENCE - 75 -
COUNT VI: UNJUST ENRICHMENT - 77 -
COUNT VII: PROMISSORY ESTOPPEL - 77 -
PRAYER FOR RELIEF - 78 -

1 Plaintiff, the State of Nevada, by and through Aaron D. Ford, Attorney
2 General, and the undersigned attorneys (the “State”) brings this Complaint
3 against Defendant Discord Inc. (“Discord”) and alleges, upon information and
4 belief, as follows:

5 **INTRODUCTION**

6 1. The State of Nevada, by and through Aaron D. Ford, Attorney
7 General for the State of Nevada, and Ernest Figueroa, Consumer Advocate, files
8 this Complaint on behalf of the State—under their express statutory authority
9 provided in Nevada Revised Statutes (“NRS”) 228.170, 228.308, 228.380(1), and
10 228.390(1)(a), as well as the State’s *parens patriae* authority which is well-
11 established under Nevada law—to eliminate the hazard to public health and
12 safety caused by Defendant’s communications platform, Discord, and to recover
13 damages, civil penalties, and other relief arising out of Defendant’s false,
14 deceptive, and unfair marketing and other unlawful conduct arising from the
15 design and implementation of Discord. Based on this misconduct, and as more
16 fully described below, Nevada brings this action pursuant to the Nevada
17 Deceptive Trade Practices Act, NRS 598.0903 through 598.0999 (“NDTPA”), and
18 further brings claims of negligence, products liability, and unjust enrichment.

19 2. Defendant owns and operates Discord, a communication platform
20 that facilitates instant, text, and chat messaging; voice calls; and video calls. It
21 also enables users to share media, such as photos and videos.

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1 3. The Discord platform is a standalone application that can be
2 accessed via the web, apps, or even via gaming consoles like Xbox and
3 PlayStation.

4 4. On Discord, communication occurs either at the private level,
5 through direct messaging (“DMs”) or via servers, which function as more as
6 public fora—Defendant often describes them as “communities”—and which are
7 only available to the specific server’s members.

8 5. Discord is wildly popular with teens—and even children under age
9 13—who first began using the platform to talk to each other while playing online
10 games together, but later began using the platform across a host of contexts.

11 6. Discord’s popularity with minors also makes it popular with a much
12 more dangerous cohort: child predators, who seek to groom and exploit minor
13 users.

14 7. Through its own internal research, as well as from various other
15 sources, Discord knows that the children on its platform are at risk, and further
16 knows that children and their parents and guardians are afraid of malicious
17 actors on the platform. Yet Discord has done very little to protect these children,
18 and has refused to implement safety features that it *knows* would greatly
19 ameliorate the risk.

20 8. In fact, much of the platform contains intentional design choices—
21 made by Defendant—that prioritize growth over safety.

22 9. Discord knows these design flaws create risk, and worse still, result
23 in actual incidents of harm. Yet Discord not only does not remediate the
24

1 problem, it also misleads parents and the general public either by failing to warn
2 or else by outright misrepresentation.

3 10. By misleading Nevada parents and children about the Discord
4 platform’s deficient safety features, obscuring the risks that children faced when
5 using its application, and failing to enforce its own minimum age requirement—
6 all while touting Discord as being safe for children—Discord has engaged in
7 myriad violations of the NDTPA, as well as committed acts giving rise to claims
8 of negligence, product liability, and unjust enrichment. Unless permanently
9 enjoined and held to account for this conduct, the children in Nevada will remain
10 vulnerable to the predatory and harmful behavior that Discord allows to occur
11 on its platform.

12 **PARTIES**

13 11. The State of Nevada is a body politic created by the Constitution
14 and laws of the State; as such, it is not a citizen of any state. This action is
15 brought by the State in its sovereign capacity in order to protect the interests of
16 the State of Nevada and its residents as *parens patriae*, by and through Aaron
17 D. Ford, the Attorney General of the State of Nevada. Attorney General Ford is
18 acting pursuant to his authority under, *inter alia*, NRS 228.310, 338.380,
19 228.390, and 598.0963(3).

20 12. Discord is a Delaware corporation with its principal place of
21 business at 444 De Haro Street, Suite 200, San Francisco, CA 94107.

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JURISDICTION AND VENUE

13. Subject matter jurisdiction for this case is conferred upon this Court pursuant to, *inter alia*, Article 6, Section 6 of the Nevada Constitution.

14. The Discord Platform hosts myriad servers that are specific to Nevada, including but not limited to the following: Las Vegas Locals,¹ Nevadan Discord Server,² Las Vegas Hangout,³ the Nevada-based game developer Petroglyph,⁴ and the Las Vegas Raiders.⁵

15. Discord hosts these servers in order to make itself more attractive to users—here, users interested in Nevada-specific communications. Indeed, users have expressed interest in Nevada-specific Discord servers and have sought guidance, on message boards, about “looking for discord [*sic*] servers for Nevada.”⁶

16. In fact, Discord hosts servers to facilitate communication among students, including minors, at community colleges⁷ in Nevada.

17. Additionally, Discord has partnered with major device manufacturers to integrate the Discord Platform into physical devices that are sold in Nevada. As just one example, Discord has integrated its Platform into

¹ <https://disboard.org/servers/tag/nevada>

² *Id.*

³ <https://discadia.com/?q=nevada>

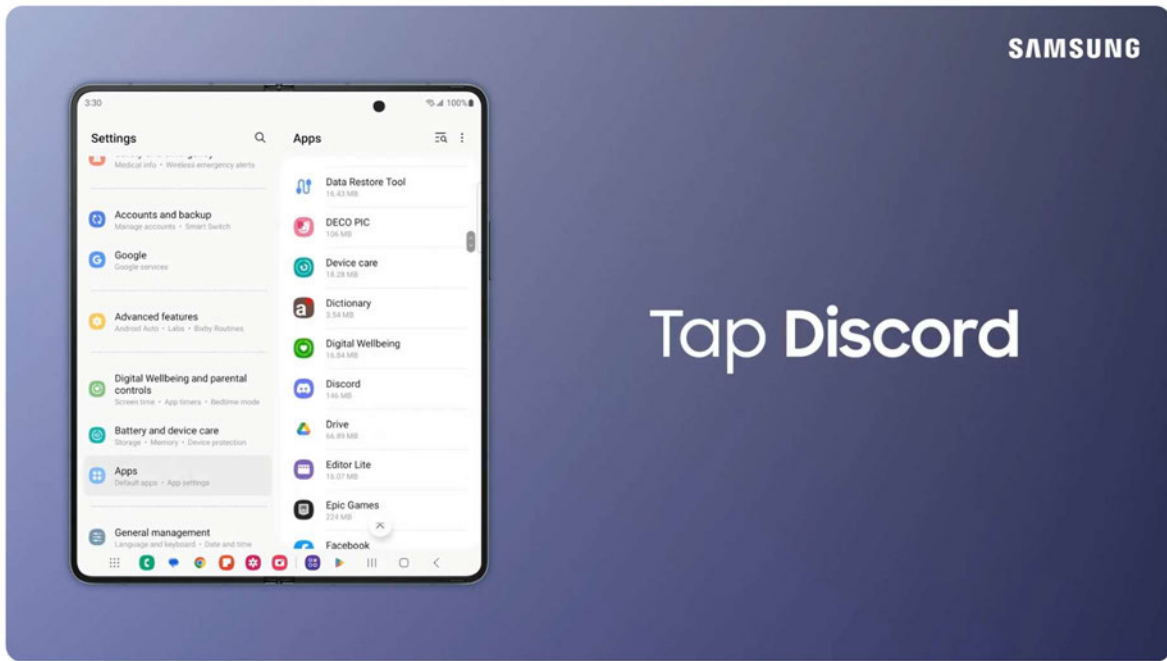
⁴ <https://discord.com/servers/petroglyph-157615561185034252>

⁵ <https://discord.com/servers/las-vegas-raiders-216660847009726464>

⁶ https://www.reddit.com/r/Nevada/comments/1aljgp/discord_servers/

⁷ <https://news.csn.edu/event/coyote-connection-launch-party/>

1 the “Game Launcher” on Samsung smartphones,⁸ so that purchasers of Samsung
 2 smartphones—including the wildly popular Samsung Galaxy phones—can
 3 immediately use Discord in conjunction with all of the games that they play via
 4 their phones:



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14 **Use Game Launcher to set up Discord for real-time mobile gaming | Samsung US**



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16 Fig. 1⁹

17 18. As Discord’s CEO explained in a press release from 2019, titled
 18 “*Discord and Samsung Team Up for Global Mobile Integration Partnership*,”
 19 “Partnering with Samsung means we [*i.e.*, Discord] can make it even easier to
 20 see what games your Discord friends are playing or even jump into voice chat

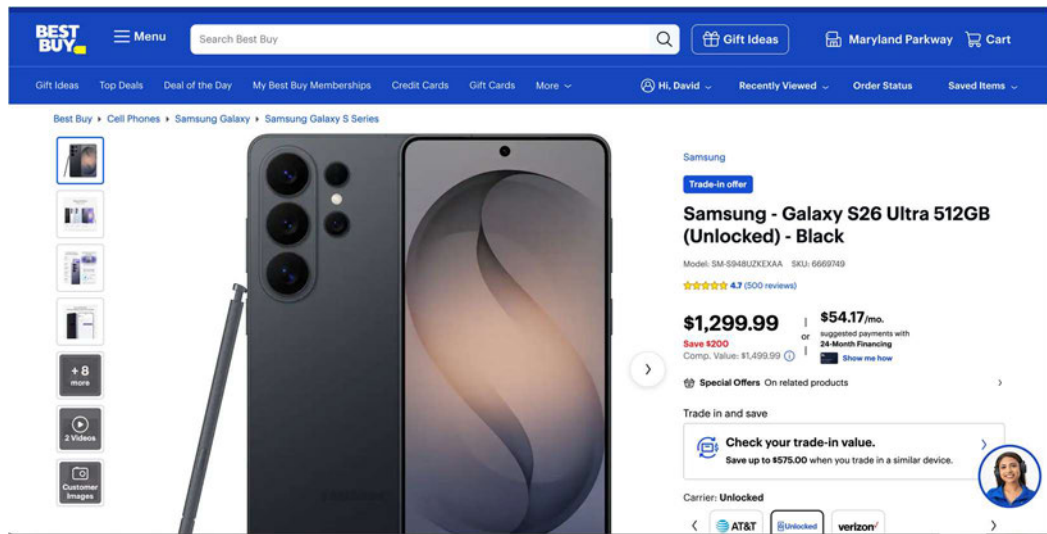
21
22
23 ⁸ <https://www.samsung.com/au/support/mobile-devices/using-game-launcher/>

24 ⁹ <https://www.youtube.com/watch?v=e6Vj55pM99g>

1 directly from the Samsung Game Launcher.”¹⁰

2 19. Thus, Discord did not merely aim its conduct at Nevada by
3 marketing its Platform to Nevada citizens, who in turn downloaded the
4 Platform—it additionally integrated its platform into physical devices that were
5 sold in the State of Nevada to consumers.

6 20. These Samsung phones, that have the Discord Platform
7 incorporated into their operating system, are sold in Nevada. As just one
8 example, a Best Buy located at 3820 S Maryland Pkwy., Las
9 Vegas, Nevada 89119 offers multiple models of Samsung Galaxy phones:



10 Fig. 2¹¹

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22 ¹⁰ <https://news.samsung.com/us/discord-samsung-team-global-mobile-integration-partnership/>

23 ¹¹ <https://www.bestbuy.com/product/samsung-galaxy-s26-ultra-512gb-unlocked-black/JJGRF36Y3Q/sku/6669749>

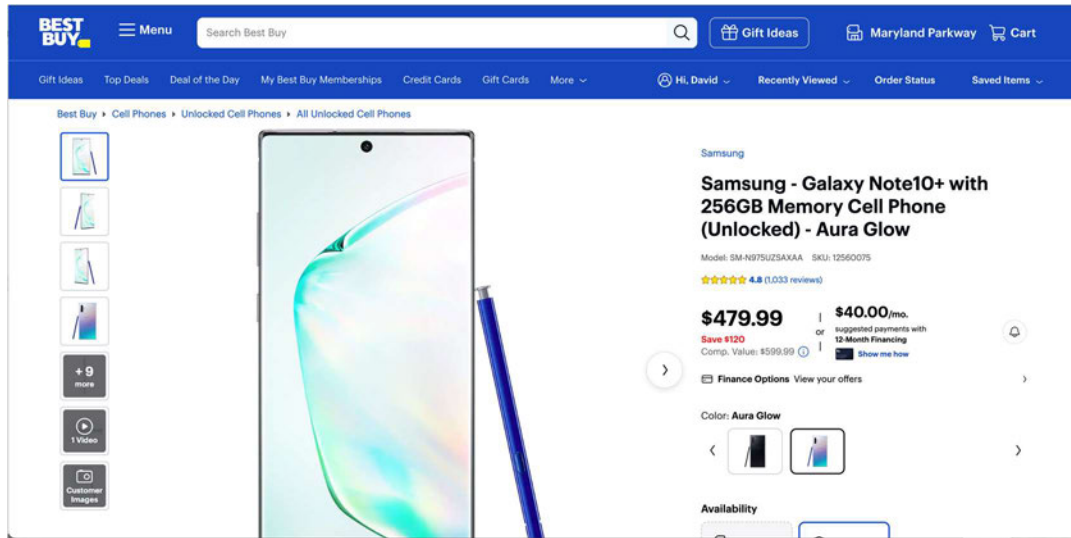


Fig. 3¹²

21. Further, Defendant sells virtual profile customizations like Avatar Decorations, Profile Effects, and Nameplates from Discord’s in-app Shop.¹³ Many of these sales have occurred in Nevada.

22. All of the above constitutes purposeful direction aimed at Nevada. *TikTok, Inc. v. Eighth Jud. Dist. Ct.*, 141 Nev., Adv. Op. 51, 578 P.3d 640 (2025).

23. Thus, this Court has personal jurisdiction over Defendant because Defendant does business in Nevada and/or has the requisite minimum contacts with Nevada necessary to constitutionally permit the Court to exercise jurisdiction with such jurisdiction also within the contemplation of the Nevada “long arm” statute, NRS 14.065.

¹² <https://www.bestbuy.com/product/samsung-galaxy-note10-with-256gb-memory-cell-phone-unlocked-aura-glow/J3ZYGCS5HX>

¹³ <https://support.discord.com/hc/en-us/articles/17162747936663-Shop-FAQ>

1 24. The instant Complaint does not confer diversity jurisdiction upon
2 the federal courts pursuant to 28 USC § 1332, as the State is not a citizen of any
3 state and this action is not subject to the jurisdiction of the Class Action
4 Fairness Act of 2005.¹⁴ Likewise, federal question subject matter jurisdiction
5 pursuant to 28 USC § 1331 is not invoked by the Complaint, as it sets forth
6 herein exclusively viable state law claims against Defendant. Nowhere herein
7 does Plaintiff plead, expressly or implicitly, any cause of action or request any
8 remedy that arises under federal law. The issues presented in the allegations of
9 this Complaint do not implicate any substantial federal issues and do not turn
10 on the necessary interpretation of federal law. No federal issue is important to
11 the federal system as a whole under the criteria set by the Supreme Court in
12 *Gunn v. Minton*, 568 U.S. 251 (2013) (*e.g.*, federal tax collection seizures, federal
13 government bonds). Specifically, the causes of action asserted, and the remedies
14 sought herein, are founded upon the positive statutory, common, and decisional
15 laws of Nevada. Further, the assertion of federal jurisdiction over the claims
16 made herein would improperly disturb the congressionally approved balance of
17 federal and state responsibilities. Accordingly, any exercise of federal
18 jurisdiction is without basis in law or fact.

22 ¹⁴ See, *e.g.*, *Postal Tel Cable Co. v. Alabama*, 155 U.S. 482, 487, 15 S. Ct. 192
23 (1894) (“A State is not a citizen. And, under the Judiciary Acts of the United
24 States, it is well settled that a suit between a State and a citizen or a corporation
of another State is not between citizens of different States...”).

1 25. In this Complaint, to the extent Plaintiff cites federal statutes and
2 regulations, Plaintiff does so to state the duty owed under Nevada law, not to
3 allege an independent federal cause of action and not to allege any substantial
4 federal question under *Gunn v. Minton*. “A claim for negligence in Nevada
5 requires that the plaintiff satisfy four elements: (1) an existing duty of care, (2)
6 breach, (3) legal causation, and (4) damages.” *Turner v. Mandalay Sports*
7 *Entertainment, LLC*, 124 Nev. 213, 180 P.3d 1172 (2008). The element of duty is
8 to be determined as a matter of law based on foreseeability of the injury. *Estate*
9 *of Smith ex rel. Smith v. Mahoney’s Silver Nugget, Inc.*, 127 Nev. 855, 265 P.3d
10 688, 689 (2011).

11 26. The State brings this action exclusively under the laws of the State
12 of Nevada. No federal claims are being asserted, and to the extent that any claim
13 or factual assertion set forth herein may be construed to have stated any claim
14 for relief arising under federal law, such claim is expressly and undeniably
15 disavowed and disclaimed by the State. The State further irrevocably stipulates,
16 waives, and disclaims the following allegations and claims to the extent that
17 they are raised in the State’s Complaint or otherwise:

- 18 a. The allegations in the State’s Complaint do not include and
19 specifically exclude Defendant’s services pursuant to contracts
20 with any federal agency.
- 21 b. The State does not seek to recover monies paid by the federal
22 government pursuant to such contracts. The State does not seek
23 declaratory relief, injunctive relief, abatement relief, or any
24

1 other relief for the conduct of Defendant related to the provision
2 of any services pursuant to contracts with any federal agency.

- 3 c. The State disavows any cause of action or claim for recovery
4 related to the social media use of military personnel, veterans or
5 federal customers under the authority or direction of a federal
6 officer, federal agency, or pursuant to any federal contract.
- 7 d. The State expressly disclaims and disavows any and all federal
8 claims or questions related to allegations at issue in this lawsuit
9 and disavows any cause of action or claim for recovery related to
10 allegations at issue that could give rise to federal subject matter
11 jurisdiction under either 28 U.S.C. § 1331 (federal question) or
12 28 U.S.C. § 1442(a)(1) (federal officer). Plaintiff is not seeking
13 relief for any and all claims for damages against any Defendant
14 whose conduct whether by omission or commission, was engaged
15 in at the behest of the United States or any agency or person
16 acting under him or under color of such office to the extent that
17 such a claim would implicate federal court jurisdiction under 28
18 U.S.C. § 1442(a)(1), predicated on preemption by the
19 government contractor's defense articulated in *Boyle v. United*
20 *Technologies Corp.*, 487 U.S. 500 (1988). All such claims that
21 legitimately implicate such defenses, in the unlikely event that
22 they exist and are factually supported, are not asserted and are
23 hereby expressly and preemptively disclaimed. Plaintiff hereby
24

1 puts any Defendant who may nonetheless assert such defenses
2 as a basis for federal jurisdiction over this case on notice that
3 Plaintiff seeks no recovery for injuries as a result of conduct that
4 meets the three-prong *Boyle* test and constitute actions of a
5 federal officer sufficient to trigger jurisdiction under 28 U.S.C. §
6 1442(a)(1). Plaintiff specifically advises Defendant of its position
7 that such an express, clear and unequivocal disclaiming of
8 exposures and of claims implicating the *Boyle* defense, as well as
9 any other claims that legitimately implicate 28 U.S.C. §
10 1442(a)(1), render any potential future removal of this case to
11 federal court on one of these clearly-disclaimed bases objectively
12 unreasonable under *Martin v. Franklin Capital Corp.*, 546 U.S.
13 132 (2005). Nor would Defendant have any colorable defense
14 because the State's claims do not involve federal programs or
15 federal actors.

16 27. To be clear, to the extent Plaintiff cites federal statutes and federal
17 regulations, it is for the sole purpose of stating the duty owed under Nevada law
18 to the residents of Nevada. Thus, any attempted removal of this complaint based
19 on a federal cause of action or substantial federal question is without merit.

20 28. Nor does the State bring this action on behalf of a class or any
21 group of persons that can be construed as a class. The claims asserted herein are
22 brought solely by the State and are wholly independent of any claims that
23 individual Nevadans may have against Defendant, including all relief available
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1 to the State pursuant to NRS chapter 598 et seq. The Attorney General is
2 authorized to bring an action—independently in the name of the State as well as
3 in a *parens patriae* capacity on behalf of the persons residing in Nevada—to
4 remedy violations of Nevada law.

5 29. Venue is proper in this Court pursuant to NRS 598.0989(3) because
6 Defendant’s conduct alleged herein took place in Clark County, Nevada.

7 STATUTORY AND PARENS PATRIAE STANDING

8 30. The Nevada Attorney General’s office has statutory and *parens*
9 *patriae* standing to institute and maintain both common law and statutory
10 claims. Under NRS Chapter 228, the Consumer Advocate is authorized to
11 exercise the Attorney General’s power in the areas of consumer protection. NRS
12 228.390(1)(a) gives the Consumer Advocate “sole discretion” to represent the
13 “public interest and any class of customers in any proceeding.” Public interest
14 includes “the interests or rights . . . of the residents of this State, ***or a broad***
15 ***class of those residents***, which arise from the constitutions, court decisions
16 and statutes of this State and of the United States ***and from the common***
17 ***law.***” NRS 228.308 (emphasis added).

18 31. The Nevada Supreme Court affirmed in *State ex rel. Fowler v.*
19 *Moore* that, “the office of attorney-general in this state has all of the powers
20 belonging to it at common law, in addition to those conferred by statute[.]” *See*
21 46 Nev. 65, 79 (1922); *see also Ryan v. Eighth Jud. Dist. Ct.*, 88 Nev. 638, 642-43
22 (1972) (upholding the Nevada Attorney General’s common law powers, insofar as
23 those powers harmonize with legislation).

1 32. Accordingly, the State’s capacity to initiate and pursue civil actions
2 asserting common law claims such as product liability, negligence, unjust
3 enrichment, and promissory estoppel does not derive solely from Nevada’s
4 statutes; it is rooted in broad, inherent authority derived from common law,
5 which can be traced back to ecclesiastical England. *See Moore*, 46 Nev. at 81
6 (“The decisions from the different states of the Union which hold that the office
7 of Attorney General is clothed with all its common-law powers do not generally
8 attempt to specify them[.]”); *see also* Robert Stewart, *The Common Law Powers*
9 *of the Nevada Attorney General: Ryan v. Eighth Judicial District Court*, 14 NEV.
10 L.J. 1023, 1023–27 (2014).

11 33. At common law, “[t]he attorney general had the power, and it was
12 his duty . . . to recover money or other chattels, or damages for wrongs
13 committed on the land[.]” *People v. Miner*, 2 Lans. (N. Y.) 396; *see also Moore*, 46
14 Nev. at 81 (looking at the nonexclusive, enumerated list of common law powers
15 outlined in *People v. Miner* to determine that the State could not challenge a
16 divorce decree).

17 34. In jurisdictions that recognize the common law powers of the
18 Attorney General, courts consistently interpret these powers in an expansive
19 manner. *See, e.g., Lund ex rel. Wilbur v. Pratt*, 308 A.2d 554, 558 (Me.1973)
20 (absent express legislative restrictions, the Attorney General “may institute,
21 conduct, and maintain *all such actions* and proceedings as he deems necessary
22 for . . . the protection of public rights”) (emphasis added); *State by Humphrey v.*
23 *Ri-MEL, Inc.*, 417 N.W. 2d 102 at 111-12 (Minn. Ct. App. 1988) (holding that
24

1 even in the absence of express statutory authority, the Attorney General could
2 bring an action for restitution on behalf of injured consumers “under his broad
3 common law powers and the doctrine of *parens patriae*”).

4 35. The case law on State’s statutory *parens patriae* authority is quite
5 clear: In *Nevada v. Bank of America Corp.*, Bank of America sought to remove a
6 consumer protection case brought by the Nevada Office of the Attorney General
7 from state to federal court on the basis, *inter alia*, that the State was seeking
8 restitution to be paid to individual Nevada consumers, making those consumers
9 real parties in interest. 2011 WL 2633641 at *5 (D. Nev. July 5, 2011). Like this
10 case, the *Nevada* case was brought under the NDTPA by the State to protect
11 Nevada consumers facing foreclosure from a variety of deceptive acts and
12 practices engaged in by Bank of America regarding loan modifications. *Id.* at *1.
13 The Ninth Circuit reversed, holding that:

14 Nevada—not the individual consumers—is the real
15 party in interest in this controversy. Nevada brought
16 this suit pursuant to its statutory authority under the
17 DTPA because of its interest in protecting the integrity
18 of mortgage loan servicing Foreclosures work a
19 widespread and devastating injury not only to those
20 borrowers who are defrauded, but also on other Nevada
residents and the Nevada economy as a whole. Nevada
has been particularly hard-hit by the current mortgage
crisis, and has a specific, concrete interest in
eliminating any deceptive practices that may have
contributed to its cause *Nevada’s sovereign interest*
in protecting its citizens and economy from deceptive
mortgage practices is not diminished merely because it
has tacked on a claim for restitution.

21 *Nevada v. Bank of America Corp.*, 672 F.3d 661, 670-71 (9th Cir. 2012) (citations
22 omitted) (emphasis added).

1 36. Here, the State alleges a similar “widespread and devastating
2 injury” to Nevada’s children, to their parents, and to the State’s economy as a
3 whole. Nevadan’s have been placed at grave risk by the actions of Defendant in
4 creating their platform in such a defective manner as to operate as a haven for
5 child predators. The State and its people have suffered grievous injury at the
6 hands of Defendant, and the State possesses “a specific and concrete interest” in
7 protecting its citizens from such harm, especially Nevada’s vulnerable children.

8 37. The case law on States’ common law *parens patriae* authority is
9 also quite clear. In order for a State to exercise its common law *parens patriae*
10 authority, the State “must articulate an interest apart from the interests of
11 particular private parties, *i.e.*, the State must be more than a nominal party.”
12 *Alfred L. Snapp & Son, Inc. v. Puerto Rico, ex rel. Barez*, 458 U.S. 592, 607, 102
13 S.Ct. 3260, 3268 (1982). A state’s quasi-sovereign interests include, *inter alia*,
14 ensuring “the health and well-being—both physical and economic—of its
15 residents in general.” *Id.*

16 38. Again, here the State seeks unequivocally to protect the health and
17 well-being of its residents by bringing this action—specifically the mental health
18 and well-being of Nevada’s children. Nevada has a vested sovereign interest in
19 preventing defective and dangerous products from harming its youth, facilitating
20 everything from bullying and body shaming to child sexual exploitation and drug
21 overdose. Nevada also has a vested sovereign interest in ensuring that
22 companies that avail themselves of Nevada’s markets, break Nevada’s laws, and
23 harm Nevada’s citizens and economy are not permitted to profit from such
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1 malfeasance, as the State alleges herein. *See, e.g., In re Vehicle Carrier Services*
2 *Antitrust Litig.*, 846 F.3d 71, 85 (3rd Cir. 2017) (noting that both consumer
3 protection and unjust enrichment laws “reflect the exercise of traditional police
4 powers” wielded by States); *see also Washington v. Geo Group, Inc.*, 283
5 F.Supp.3d 967, 981 (D. Wash. 2017) (holding State had *parens patriae* standing
6 to pursue unjust enrichment claim on behalf of residents, workers, and detainees
7 harmed by defendant’s violation of minimum wage laws); *Cherokee Nation v.*
8 *McKesson Corp.*, 529 F.Supp.3d 1225, 1240-41 (D. Okla. 2021) (motion to dismiss
9 denied to allow nation to “show, if necessary, that it is equitably entitled to
10 restitution”); *Commonwealth v. Monsanto Co.*, 269 A.3d 623, 640-41 (Ct. Penn.
11 2021) (holding Commonwealth had identified quasi-sovereign interest sufficient
12 to demonstrate standing to bring unjust enrichment claim).

13 39. The State, through its duly elected Attorney General and duly
14 appointed Consumer Advocate, has elected to use its *parens patriae* standing to
15 institute and maintain the following causes of action asserted in this Complaint
16 on behalf its citizens against Defendant.

17 **FACTUAL BACKGROUND**

18 **I. THE DISCORD PLATFORM**

19 40. The Discord platform is a service that enables users to
20 communicate via either voice or text. Discord can be run on computers (via the
21 platform’s website or by downloading a standalone program), smartphones (via a
22 downloaded app), and even on gaming consoles like Xbox or PlayStation.

1 41. Discord users congregate and communicate on “servers”—also
2 referred to as “communities” by Defendant. There are two types of servers:
3 “community servers” and “non-community servers.” Community servers may be
4 discoverable (meaning that anyone can find and join them), or invitation-only.
5 Non-community servers, in turn, are exclusively invitation-only.¹⁵ There are
6 roughly 19 million servers active on Discord each week.¹⁶ Many brands—from
7 Minecraft to Fortnite to Adidas to Chipotle—have both official and unofficial
8 servers.

9 42. A server, in turn, is made up of “channels,” which are the
10 foundation of communication on Discord servers.¹⁷ There are multiple types of
11 channels, but the principal ones used on the platform are text channels (users
12 exchange text-based messages, along with image- and video attachments), voice
13 or video channels (users communicate via voice or video calls much like Zoom,
14 Teams, FaceTime, etc.), and forum channels (typically a topic-specific web
15 forum).

16 43. A person must be a member of (*i.e.*, join) a particular server in order
17 to communicate with others via that server’s channels.

18
19
20 ¹⁵ Discord also has developed a feature called **Student Hubs**, which involve
21 groups limited to users with an email address from the same school. Student
22 Hubs can be connected to servers, but are slightly different in their setup.
[https://support.discord.com/hc/en-us/articles/4406046651927-Discord-Student-
Hubs-FAQ](https://support.discord.com/hc/en-us/articles/4406046651927-Discord-Student-Hubs-FAQ) (last visited Jan. 10, 2026)).

23 ¹⁶ <https://qz.com/2034087/chat-app-discord-is-shedding-its-gamer-roots> (last
visited Jan. 10, 2026).

24 ¹⁷ <https://discord.fandom.com/wiki/Channel> (last visited Jan. 10, 2026).

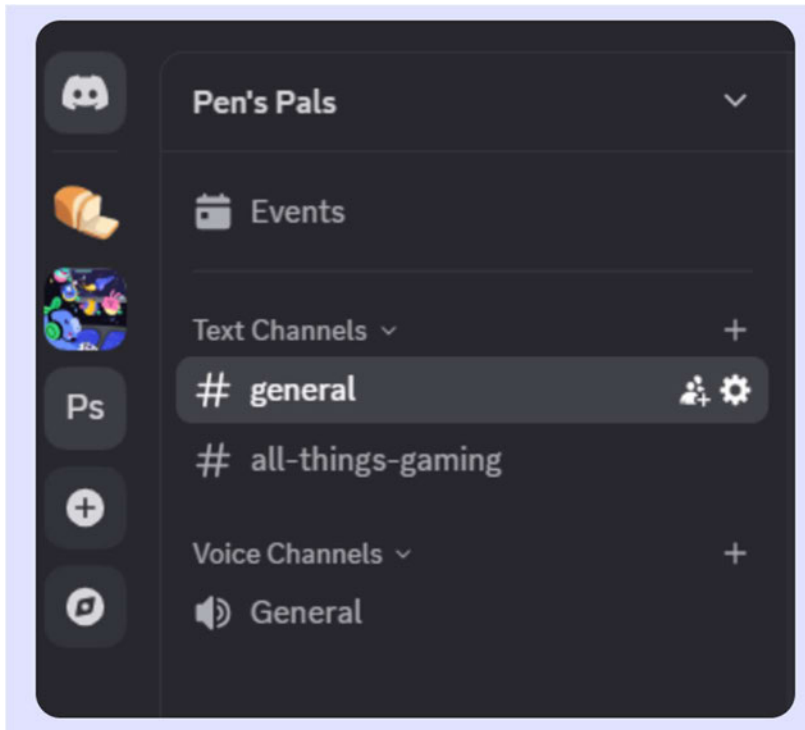


Fig. 4¹⁸

Example of a Discord server and its channels

44. Apart from a server's channels, users also can contact each other one-on-one via private direct messages or "DMs."

45. A Discord user can exchange DMs with any other user who either (1) belongs to the same server(s) or (2) has accepted (or initiated) a friend request with that user.¹⁹ If the person sending the message is not a friend with the recipient and the parties don't have any servers in common, the recipient

¹⁸ <https://support.discord.com/hc/en-us/articles/360045138571-Beginner-s-Guide-to-Discord> (last visited Jan. 10, 2026).

¹⁹ *Four Steps to a Super Safe Account*, Discord, <https://discord.com/safety/360043857751-four-steps-to-a-super-safe-account> (last visited Jan. 10, 2026).

1 will see a “message request,” which if accepted will then allow the parties to
2 exchange DMs.

3 46. Thus, as discussed in further detail below, there is very little that
4 prevents strangers from finding, and commencing to exchange private messages
5 with, other users of the Discord platform, including young children.

6 II. DANGERS TO CHILDREN ON DISCORD

7 47. Discord has become a haven for those who wish to find children to
8 prey upon. The ease with which a bad actor can create one or more accounts—
9 with no identity or age verification required—enables them to present a
10 seemingly harmless, and fabricated, online identity. This has resulted in an
11 explosion of reports of children who are groomed, abducted, and otherwise
12 harmed on Discord, by predators.

13 48. As explained by the National Center on Sexual Exploitation,

14 **Discord enables exploiters to *easily* contact and**
15 **groom children.** Predators take advantage of
16 Discord’s dangerous designs to entice children into
sending sexually explicit images of themselves....a form
of child sex abuse material (CSAM, the more apt term
for child pornography).

17 Pedophiles also use Discord not only to obtain CSAM
18 from children themselves, but to share and trade CSAM
19 with each other. Discord has also become a popular
platform for posting deepfakes, AI-generated images,
and other forms of image-based sexual abuse.²⁰

20 49. The reports of child exploitation on Discord—and how Discord’s
21 design specifically enables these acts—are horrifying.

22 _____
23
24 ²⁰ <https://endsexualexploitation.org/discord/> (last visited Jan. 10, 2026).

1 50. One example involves a 31-year-old man who took advantage of
2 Discord’s design flaws to pose as a teenaged boy, “misrepresenting his age,
3 identity, background, and likeness to groom minors and create a false sense of
4 safety in online communications. He also used voice modulators and third-party
5 image and video applications to edit content, making it appear as though it was
6 recorded live[.]”²¹

7 51. The predator would feign romantic interest in his victims and,
8 subsequently, “coerce, exploit, and threaten [his] victims into producing
9 thousands of sexually explicit images and videos. The victims ranged in age from
10 13 to 17 at the time of the offenses.”²²

11 52. Once he was in possession of these images and videos, the predator
12 then would threaten his victims with public dissemination if they went to their
13 parents or the police (an act known as “sextortion”). Once this leverage was
14 established, the predator issued increasingly sadistic demands, ranging from
15 production of more explicit images and video to outright human trafficking, in
16 which he forced victims to engage in sex acts with third parties. Some victims
17 were further forced to endure sadomasochistic abuse at his direction.²³

18 53. This is not an isolated incident. Examples abound of this horrific
19 conduct impacting Nevada.

21
22 ²¹ <https://www.justice.gov/usao-sdin/pr/predator-sentenced-84-years-nationwide-child-exploitation-case-84-victims-across-us> (last visited Jan. 10, 2026).

23 ²² *Id.*

24 ²³ *Id.*

1 54. In 2023, a Las Vegas man was sentenced to life in prison for
2 sexually assaulting a minor and producing child pornography of his victim,
3 whom he groomed on Discord.²⁴

4 55. In 2024, a Reno man was sentenced to 10 years in prison to be
5 followed by lifetime supervised release for grooming a minor on Discord.²⁵

6 56. In 2025, a sting captured eight individuals who had used Discord—
7 among other communications platforms—to solicit sex from law enforcement
8 agents posing as children.²⁶

9 57. While the design flaws of Discord render the platform a haven for
10 lone wolf predators and a profoundly dangerous place for children, there is an
11 additional problem that the platform faces due to the same design flaws:
12 *organized groups* dedicated to child self-harm and sexual exploitation have
13 taken root on the Discord platform and have proliferated in recent years.

14 58. In particular, a group called 764 has been described as a “global
15 network of violent predators,” who target children on Discord and other major
16 platforms, for the purpose of “grooming them, and extorting them to commit
17 horrific acts of abuse.”²⁷ While such a description “sounds like a cheap true-crime

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20 ²⁴ <https://www.irvingweekly.com/s/6375/Las-Vegas-Predator-Sentenced-to-Life-for-Trafficking-a-Minor-in-Ellis-County.php> (last visited Jan. 10, 2026).

21 ²⁵ <https://www.justice.gov/usao-nv/pr/reno-resident-sentenced-10-years-prison-coercion-and-enticement-child>

22 ²⁶ <https://www.reviewjournal.com/crime/sex-crimes/las-vegas-pastor-nabbed-in-sting-that-targeted-alleged-child-sex-predators-3426277/> (last visited Jan. 10, 2026).

23 ²⁷ <https://www.wired.com/story/764-com-child-predator-network/> (last visited
24 Jan. 10, 2026).

1 conspiracy,” the reality is that 764 is “[a]n international network of predators
2 steeped in Satanism,” whose goal is to “lure children from seemingly harmless
3 online platforms like Discord...and extort them to sexually exploit and
4 grievously harm themselves. Some victims are even pushed to suicide.”²⁸

5 59. A 2024 investigation by a reporting consortium of Wired, Der
6 Spiegel, Recorder, and the Washington Post revealed 50 implicated chat groups
7 on Discord and rival communication platform Telegram.²⁹ Per the reporting,
8 “US prosecutors have cited Telegram and Discord as the primary means by
9 which members of 764 operate.”³⁰

10 60. In fact, 764 was first started on a Discord server, which was named
11 “764” after the first three digits of its founder’s Texas zip code.³¹ The server
12 contained hundreds of videos and photographs of extreme violence, animal
13 torture, and CSAM, as well as “how-to” guides on sexually exploiting and
14 extorting minors online.³² Despite all of this, the 764 server repeatedly evaded
15 bans from Discord, due to Discord’s defective design.³³

16 61. 764 has an acknowledged presence in Nevada, where it uses
17 Discord to target children for sexual exploitation and other harms, and the FBI’s
18
19

20
21 ²⁸ *Id.*

22 ²⁹ *Id.*

23 ³⁰ *Id.*

24 ³¹ *Id.*

³² *Id.*

³³ *See* Section IV.B.i, *infra*.

1 Las Vegas field office is a part of one or more of the FBI's total 250
2 investigations into the organization.³⁴

3 **III. DEFENDANT IS WELL AWARE OF THE DANGERS TO**
4 **CHILDREN ON DISCORD CAUSED BY ITS DESIGN FLAWS**

5 62. Internal documents show that Discord is keenly aware of the
6 problem of child predators using the platform, and the attendant risks to
7 children on Discord. [REDACTED]

8 [REDACTED]
9 [REDACTED]
10 [REDACTED]³⁵

11 63. Similarly, Discord [REDACTED]
12 [REDACTED]
13 [REDACTED]³⁶ [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]³⁷ [REDACTED]

22 ³⁴ <https://www.ktnv.com/news/teens-targeted-by-a-violent-online-network-what-parents-need-to-know-about-764> (last visited Jan. 10, 2026).

23 ³⁵ Discord_NVAG_0000963

24 ³⁶ Discord_NVAG_0001380

³⁷ Discord_NVAG_0001384

1 [REDACTED]

2 [REDACTED]

3 64. Discord knew that teens, in particular, [REDACTED]

4 [REDACTED]

5 [REDACTED]

6 [REDACTED]³⁸

7 65. Parents shared that concern. [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]³⁹

16 66. [REDACTED]

17 [REDACTED]

18 [REDACTED]

19 [REDACTED]

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³⁸ Discord_NVAG_0007564

³⁹ Discord_NVAG_0007701 (emphasis original)

1 [REDACTED]

2 [REDACTED]⁴⁰

3 67. As noted below, however, Discord did not act on this advice.

4 68. Additionally, [REDACTED]

5 [REDACTED]⁴¹ [REDACTED]

6 [REDACTED]

7 [REDACTED]⁴²⁴³ [REDACTED]

8 [REDACTED]

9 [REDACTED]⁴⁴

10 69. Beyond Discord's first-hand knowledge of the harms on its

11 platform, it constantly [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED]

17

18

19

20

21 ⁴⁰ Discord_NVAG_0007706 (emphasis original)

22 ⁴¹ Discord_NVAG_0007204

23 ⁴² Discord_NVAG_0007204

24 ⁴³ Social Customer Relationship Management ("SCRM") is the practice of using social-media-derived data and tools to identify, track, and manage relationships with platform users.

24 ⁴⁴ Discord_NVAG_0007204

1 [REDACTED]

2 [REDACTED]⁴⁵

3 70. [REDACTED]

4 71. [REDACTED]

5 [REDACTED]

6 72. [REDACTED]

7 [REDACTED]⁴⁶

8 73. [REDACTED]

9 [REDACTED]

10 74. [REDACTED]

11 [REDACTED]

12 75. [REDACTED]

13 [REDACTED]

14 76. [REDACTED]

15 [REDACTED]

16 77. [REDACTED]

17 [REDACTED]

18 78. [REDACTED]

19 [REDACTED]

⁴⁵ Discord_NVAG_0001111

⁴⁶ Self-Generated Child Sexual Abuse Material ("SG-CSAM"), meaning sexually explicit imagery of a minor recorded by the minor depicted and typically obtained through coercion or grooming by another user.

1 79. [REDACTED]

2 [REDACTED]

3 [REDACTED]⁴⁷

4 80. In sum, through its own internal research and observations, to
5 information provided by concerned third parties, to public reporting of the
6 crimes perpetrated on the platform, at all times relevant to this action, Discord
7 knew that its platform was dangerous for children due to its design flaws.

8 **IV. THE DISCORD PLATFORM CONTAINS MULTIPLE FLAWS IN
9 ITS DESIGN THAT RENDER IT UNSAFE FOR CHILDREN**

10 81. Defendant’s platform was designed in such a way that it is
11 needlessly and egregiously unsafe for minor users. These flaws (the “Design
12 Flaws”) fall into, at minimum, the following categories: Direct Messaging (“DM
13 Flaws”); platform-level infirmities that allow bad actors to create fraudulent
14 accounts and establish servers that are dangerous to children (“Prevention and
15 Detection Flaws”); and confusing or outright misleading parental controls
16 (“Parental Control Flaws”). Each are discussed in turn.

17 **A. DM Flaws**

18 *i. Insufficient Barriers for Strangers Contacting Children*

19 82. By default Discord allows users to exchange DMs if they belong to a
20 common server. Because there are so many servers—including ones that are
21 “community servers” (meaning that anyone can join) and that are targeted

22 _____

24 ⁴⁷ Discord_NVAG_0001112

1 towards popular kids' games like Roblox and Minecraft—a predator can join a
2 server and then, indiscriminately, begin DM'ing potential victims.

3 83. Community servers are free to all comers, which means that any
4 person—no matter how young—can join such a server and instantly begin
5 messaging with other members of that server either in public chats or calls or
6 else in private DMs.⁴⁸ As noted above, there are many ways in which children
7 can be targeted due to this design flaw, with one of the most evident danger
8 zones being child-centric servers like Roblox.⁴⁹

9 84. Regarding the non-community/invite-only servers, Discord allows
10 any user to invite any other user to these groups. Accordingly, there are
11 virtually no age restrictions in these servers either.

12 85. But even if a child does not belong to the same server as a potential
13 predator, Discord has an additional default setting that allows anyone to send a
14 friend request to any other user, as long as they have that individual's Discord
15 username.⁵⁰ Thus, a predator with a child's username may independently
16 initiate private communications over DMs, or convince that child to send a friend
17 request to the predator. This often occurs when a predator meets a child in
18 another online platform, like Roblox, strikes up a conversation on that platform,

21 ⁴⁸ [https://support.discord.com/hc/en-us/articles/217916488-Blocking-Privacy-](https://support.discord.com/hc/en-us/articles/217916488-Blocking-Privacy-Settings)
22 [Settings](https://support.discord.com/hc/en-us/articles/217916488-Blocking-Privacy-Settings) (last visited Jan. 10, 2026) (“By default, anyone in a shared server can
send you a direct message (DM).”)

23 ⁴⁹ <https://discord.com/invite/roblox>

24 ⁵⁰ [https://support.discord.com/hc/en-us/articles/218344397-How-do-I-add-friends-](https://support.discord.com/hc/en-us/articles/218344397-How-do-I-add-friends-on-Discord#h_01J0KH7RTGYND0G6C0645SK6K1)
[on-Discord#h_01J0KH7RTGYND0G6C0645SK6K1](https://support.discord.com/hc/en-us/articles/218344397-How-do-I-add-friends-on-Discord#h_01J0KH7RTGYND0G6C0645SK6K1) (last visited Jan. 10, 2026).

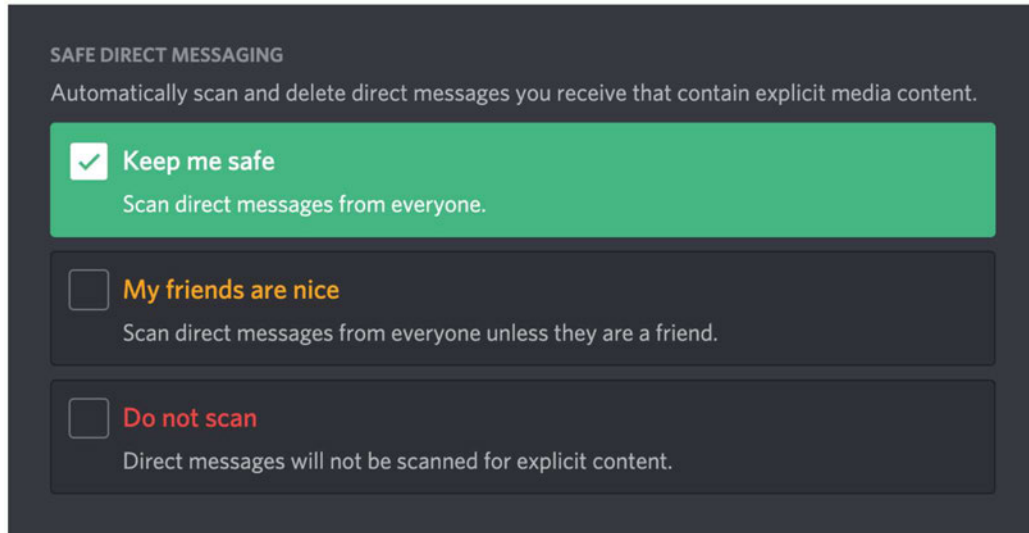
1 and then convinces the child to “move” to Discord for continued—and potentially
2 unmonitored—conversation and subsequent exploitation.⁵¹

3 86. In point of fact, [REDACTED]

4 [REDACTED]
5 [REDACTED]⁵²

6 *ii. Misleading and/or Ineffective Filters*

7 87. From March 28, 2017, until April 22, 2023, Discord offered a “Safe
8 Direct Messaging” setting for DMs, representing that the use of this setting
9 would “[a]utomatically scan and delete direct messages you receive that contain
10 explicit media content.”



11
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16
17
18 Fig. 5⁵³

19
20
21
22 ⁵¹ <https://www.nbcnews.com/news/us-news/roblox-discord-sued-15-year-old-boy-was-allegedly-groomed-online-died-rcna231049> (last visited Jan. 10, 2026).

23 ⁵² Discord_NVAG_0001390

24 ⁵³ A true and correct copy of this webpage, accessed through the Internet Archive, is attached hereto as **Exhibit 1**.

1 88. What Discord did *not* make clear to users (or their parents) was
2 that this filter only scanned static images that were attached to messages (*i.e.*,
3 photos). It did not scan video content, past a cursory scan of a single frame in the
4 video. Nor did the filter scan text written by the message’s sender.

5 89. At base, Safe Direct Messaging was only effective at preventing
6 children from receiving pornographic photos—and only then under limited
7 circumstances. But it could do virtually nothing to protect kids from, for
8 example, predators intent on grooming and exploiting children.

9 90. In April 2023, Discord replaced Safe Direct Messaging with a
10 combination of its “Explicit Image Filter” and a DM spam filter. However, these
11 filters continued to be unacceptably limited—the Explicit Image Filter for the
12 same reasons as Safe Direct Messaging and the DM spam filter because all it did
13 was send flagged messages to a spam folder that the user still could access.

14 91. Six months later, in October 2023, Discord introduced a new
15 “Sensitive Media” filter to replace the Explicit Image filter.

16 92. However, this still is only a partial fix for preventing children from
17 being contacted by potential predators.

18 93. [REDACTED]
19 [REDACTED]

20 [REDACTED] ⁵⁴

21
22
23
24 ⁵⁴ Discord_NVAG_0000964

1 94. Similarly, in 2023 Discord announced a feature called Teen Safety
2 Assist that purported, *inter alia*, to “automatically blur media that may be
3 sensitive in direct messages and group direct messages with friends, as well as
4 in servers. The blur creates an extra step to encourage teens to use caution when
5 viewing the media.”⁵⁵

6 95. However, [REDACTED]
7 [REDACTED]
8 [REDACTED]⁵⁶ [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]
14 [REDACTED]⁵⁷

15 96. [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]

21 _____
22
23 ⁵⁵ <https://discord.com/safety/safer-place-for-teens> (last visited Jan. 10, 2026).

24 ⁵⁶ Discord_NVAG_0001110

⁵⁷ Discord_NVAG_0001110

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[REDACTED]

[REDACTED] 58

iii. *DM conversations among “friends” are defaulted into a low-to-no filter setting*

97. Setting aside the infirmities of Discord’s various content filters for DMs, when one user accepts another user’s “friend” request, then any further communications between the two parties would be unscanned.

B. Prevention and Detection Flaws

i. *Absence (Both Historic and Present Day) of Age or Identity Verification in the Account Creation Process*

98. Discord has an account creation process that, until March 2026, did not involve any type of identity verification. A user’s age is self-identified, and there is no requirement to provide a real name. Thus, it is easy for two alarming cohorts to make accounts with ease: (1) children and (2) predators.

99. In the former instance, the harm derives from the fact that children are able to make accounts with no parental notice or consent, at minimum. This harm is amplified by the fact that children may also fabricate aspects of their account identity, including lying about their age. Children also may create multiple accounts, meaning that their parents or guardians may only be aware of some—but not all—of the accounts that the child is using to communicate with others on Discord.

⁵⁸ Discord_NVAG_0001110

1 100. The same problems append to the latter cohort—child predators.
2 Due to Discord’s lack of identity or age verification, predators can create as
3 many accounts as they wish, with entirely fabricated identities. As discussed
4 above, one of the most common manifestations of this is when a predator poses
5 as a younger person in order to gain the confidence and trust of vulnerable
6 children on the platform, and then proceeds to groom and abuse those children.⁵⁹

7 101. Discord’s own internal documents [REDACTED]
8 [REDACTED]
9 [REDACTED]
10 [REDACTED]
11 [REDACTED]⁶⁰

12 102. Similarly, Discord issued a [REDACTED]
13 [REDACTED]
14 [REDACTED]
15 [REDACTED]
16 [REDACTED]⁶¹

17 103. In February 2026, Discord announced that it would take steps to
18 require users to authenticate their age “with a face scan or by uploading a form
19 of ID if they want to access adult content.”⁶² However, this announcement met
20

21
22 ⁵⁹ See paragraphs 100-102, *supra*.
23 ⁶⁰ Discord_NVAG_0000953 (emphasis original)
24 ⁶¹ Discord_NVAG_0001380 (emphasis original)
⁶² <https://www.bbc.com/news/articles/c1d67vdlk1ko>

1 with immediate backlash from Discord’s users.⁶³ Seeing the hit to the company’s
2 bottom line that such a requirement would entail, Discord immediately went
3 into damage control mode and walked back its commitment. In a post titled
4 “*Getting Global Age Assurance Right: What We Got Wrong and What’s*
5 *Changing*,” Discord’s CTO Stanislav Vishnevskiy explicitly sought to minimize
6 the rollout, explaining that “based on your feedback,” Discord would be walking
7 back its commitments.⁶⁴ In reality, he confirmed “**Over 90% of users will**
8 **never need to verify their age to continue using Discord exactly as they**
9 **do today.**”⁶⁵

10 104. Thus, Discord’s purported attempts to create meaningful safety
11 protocols for children on its platform are a fig leaf. Users will only be required to
12 authenticate their age if they seek to access “age-restricted content,”⁶⁶ but this
13 does not speak to the problem of adults creating accounts that purport to be
14 children, in order to groom actual children on the platform.

15 105. Once again, Discord provides too little, too late.

16 ///

17 ///

21 ⁶³ <https://www.nbcnews.com/tech/tech-news/discord-pushes-back-age-verification-rollout-backlash-rcna260604>

22 ⁶⁴ <https://discord.com/blog/getting-global-age-assurance-right-what-we-got-wrong-and-whats-changing>

23 ⁶⁵ *Id.* (emphasis original).

24 ⁶⁶ *Id.*

1 ii. *Ineffective Bans*

2 106. In the event that a predator is identified—and subsequently has his
3 account banned—on Discord, Discord’s loose account creation process allows that
4 individual to simply create a new account and log back on the platform.

5 107. As just one example, the founder of 764 was able to evade account
6 bans, and continue accessing the platform, for a significant period of time
7 because he employed 58 separate accounts.⁶⁷ In each instance, the individual
8 would share images of prepubescent children naked or engaged in sexual acts,
9 and Discord would flag the content, but the individual simply used another of his
10 58 accounts to continue the behavior.⁶⁸

11 iii. *Amateur Server Administrators or Moderators*

12 108. The role of ensuring that users’ behavior adheres to Discord’s
13 community guidelines on servers falls to administrators, or “**admins**,” who
14 control a given server, as well as moderators, or “**mods**,” who are selected by the
15 server admin(s) and granted certain authority to manage the server.

16 109. Critically, admins and mods are Discord *users*, not employees.
17 There is no minimum age requirement, they do not receive any type of training,
18 and they are not accountable to Discord in any meaningful way.

19 110. In fact, there is no comprehensive, uniform set of rules for conduct
20 on servers, and instead Discord explains that “[e]ach Discord server *should*

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22
23 ⁶⁷ <https://www.wired.com/story/764-com-child-predator-network/> (last visited
Jan. 10, 2026).

24 ⁶⁸ *Id.*

1 have written rules for behavior to alleviate confusion or misunderstanding about
2 the guidelines for that particular community. These rules, which supplement
3 our Community Guidelines, are your tools to moderate efficiently and
4 transparently.”⁶⁹

5 C. Parental Control Flaws

6 111. While, in theory, Discord provides parental controls for parents so
7 that they may create a safer experience for their children on the platform, these
8 controls are woefully lacking, to the point that they rise to being legally
9 actionable.

10 112. One of the most obvious manifestations of Parental Control Flaws
11 is the fact that parents are not made aware of their existence. In a CNN report
12 on the dangers of Discord, the reporters surveyed parents whose children were
13 harmed on the platform. One of the key complaints of the parents—beyond, of
14 course, the harms unleashed on their children—was their sense of powerlessness
15 to help keep their children safe on Discord’s platform: “Many of the parents CNN
16 Business spoke with said they did not enable any of the offered parental controls
17 at the time, mostly because they were in the dark about how the platform
18 works.”⁷⁰

22 ⁶⁹ <https://discord.com/safety/360044103531-role-of-administrators-and-moderators-on-discord#:~:text=Administrators%20are%20most%20often%20the.and%20help%20resolve%20your%20concerns> (last visited Jan. 10, 2026).

24 ⁷⁰ <https://www.cnn.com/2022/03/22/tech/discord-teens> (last visited Jan. 10, 2026).

1 113. Indeed, parents’ frustration with Discord’s opacity—which occurs at
2 the platform-design level—was excoriated by experts in that very same report:

3 *[E]xperts argue the concerns that parents raised*
4 *with Discord are innate to its design model.* “With
5 Discord, you subscribe to channels and engage in
6 private chat, which is a veil of privacy and secrecy in
7 the way it is constructed,” said Danielle Citron, a law
8 professor at University of Virginia who focuses on
digital privacy issues. While some larger social
networks have faced scrutiny around harassment and
other issues, much of that activity is “public facing,” she
said. “Discord is newer to the party and so much of it is
happening behind closed doors.”⁷¹

9 114. Most critically, Discord prohibits parents or guardians from
10 employing safety controls on a child’s account unless that parent or
11 guardian has a Discord account, themselves.⁷²

12 115. Accordingly, parents and guardians have virtually no way of
13 utilizing any safety feature for their children on Discord, or even learning about
14 these options, unless they also become members of the platform.

15 116. Further, Discord has been shown to be unresponsive to parents who
16 report harms their children experienced on the platform. One mother from Los
17 Angeles submitted a report to Discord after a man struck up a conversation with
18 her 10-year-old daughter and began sending her links to BDSM pornography.
19 The mother received an automated email from its Trust and Security team,
20 which read “We’re sorry to hear that you came across this type of content, and

21 _____
22
23 ⁷¹ *Id.*

24 ⁷² <https://support.discord.com/hc/en-us/articles/14155060633623-Family-Center-for-Teens> (last visited Jan. 10, 2026).

1 we understand that this can be extremely concerning...Unfortunately, we're
2 unable to locate the content with the information you've provided. We
3 understand this may be uncomfortable but, if possible, please send us the
4 message links to the reported content for the team to review and take
5 appropriate action."⁷³ The mother then sent the links as requested, but more
6 than a year later, Discord had not responded.⁷⁴

7 117. Another mother reported that a man in his late 20s pursued an
8 inappropriate relationship with her 13-year-old son, asking the teenager to
9 masturbate and tell him about it afterward.⁷⁵ "Discord told me I couldn't do
10 anything unless I had specific links to the text thread that showed my son
11 verifying his age — such as typing 'I am 13,' which was shared through a voice
12 [chat] — and the other person verifying his age before an incident happened,"
13 said the mother, "It was just awful; there was no help at all." After she reported
14 the incident to law enforcement, she learned he was a registered sex offender
15 and had been arrested.⁷⁶

16 118. [REDACTED]

17 [REDACTED]

18 [REDACTED]

21
22 ⁷³ <https://www.cnn.com/2022/03/22/tech/discord-teens> (last visited Jan. 10, 2026).

23 ⁷⁴ *Id.*

24 ⁷⁵ *Id.*

⁷⁶ *Id.*

1 [REDACTED]

2 [REDACTED] 77

3 **V. THE CHALLENGED DESIGN FLAWS HAVE NO RELATION TO**
4 **TRADITIONAL PUBLISHING ACTIVITIES, AND ANY CONTENT**
5 **THEY UTILIZE IS DISTINCT FROM THEIR FUNCTIONALITY**
6 **AND THE HARM THEY CAUSE**

7 119. The State does not challenge or seek to curtail the publishing of any
8 specific type of third-party content by challenging the above-described Design
9 Flaws.

10 120. Notably, these Design Flaws are not tethered to any specific third-
11 party content. Indeed, the substance of any content incorporated into or used by
12 the Design Flaws is immaterial. Instead, the Design Flaws themselves create
13 the risk and harm at issue, which is separate and apart from other harms
14 caused on Discord.

15 121. Regardless of the substance of *any* content on Discord—either first-
16 or third-party—the Design Flaws independently create risk for children on the
17 platform and frustrate parents’ or guardians’ ability to make informed decisions
18 on how to keep their children safe online.

19 122. The Supreme Court of Nevada expressly held that challenges to
20 content-agnostic platform features—like the Design Flaws at issue here—are not
21 barred by Section 230 of the Communications Decency Act. *See, TikTok, Inc. v.*
22 *Eighth Judicial Dist. Court*, 578 P.3d 640, 651 (Nev. 2025) (no Section 230

23
24 ⁷⁷ Discord_NVAG_0001114.

1 immunity when a “complaint’s allegations specifically target the platform’s
2 content-neutral design features[.]”).

3 **VI. TO THE EXTENT THAT ANY OF THE CHALLENGED DESIGN**
4 **FLAWS DO CREATE AN OBLIGATION TO MONITOR THIRD-**
5 **PARTY CONTENT, DISCORD IS ESTOPPED FROM RAISING ANY**
6 **DEFENSE UNDER SECTION 230.**

7 123. While the State correctly asserts that none of the Design Flaws
8 would hold Discord liable for any third-party speech, such that Discord could
9 avail itself of a defense under Section 230, the State further asserts that any
10 defense Discord might otherwise have under that statute cannot be raised,
11 under principles of equitable estoppel.

12 124. Namely, as described above, Discord was aware of critical, true
13 facts relating to the infirmities associated with each of the Design Flaws.

14 125. Discord’s (1) omissions and (2) active misrepresentations
15 surrounding each, specific Design Flaw were intended to create reliance and
16 action on the part of Nevadans. Specifically, these omissions and
17 misrepresentations as to each Design Flaw caused Nevada citizens to perceive
18 that the platform was a safe place for minors to create user accounts.

19 126. These same Nevada citizens did not know the true state of affairs,
20 however. And because of Discord’s conduct, they acted to their detriment,
21 allowing minor users on Discord’s platform.

22 127. Accordingly, Discord is estopped from invoking any Section 230
23 defense as to any claim regarding its Design Flaws.

1 **VII. THROUGH BOTH AFFIRMATIVE MISREPRESENTATION AND**
2 **OMISSION, DISCORD MISLEADS AND DECEIVES PARENTS**
3 **AND GUARDIANS ABOUT THE SAFETY OF ITS PLATFORM FOR**
4 **CHILDREN**

5 128. While the above-identified Design Flaws create a genuine risk of
6 harm for children on Discord, and while Discord is aware of the risks posed by
7 child predators on its platform, Defendant nonetheless assures parents that it
8 will protect their children from abuse and exploitation.

9 129. For example, among other misrepresentations, Discord makes the
10 following actionable statements about the platform's safe design:

- 11 a. Discord "make[s] [its] products safe spaces by design and default.
12 Safety is and will remain part of Discord's core experience."⁷⁸
- 13 b. Discord "is built on Safety," and "[s]afety is at the core of everything
14 [it] do[es] and a primary area of investment as a business."⁷⁹
- 15 c. "Discord is committed to continually exploring new and improved
16 safeguards that help keep younger users safe on our platform and
17 online."⁸⁰

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20 ⁷⁸ *Discord's Commitment to a Safe and Trusted Experience*, Discord,
21 <https://discord.com/safety/360043700632-discords-commitment-to-a-safe-and-trusted-experience> (last visited Jan. 10, 2026); *Discord's Commitment to Teen and Child Safety*, Discord, <https://discord.com/safety/commitment-to-teen-child-safety> (last visited Jan. 10, 2026).

22 ⁷⁹ *Id.*

23 ⁸⁰ *Transparency Report, 2023 Q1*, Discord, [https://discord.com/safety-](https://discord.com/safety-transparency-reports/2023-q1)
24 [transparency-reports/2023-q1](https://discord.com/safety-transparency-reports/2023-q1) (last visited Jan. 10, 2026).

1 d. “Discord’s Safety by Design practice includes a risk assessment
2 process during the product development cycle that helps identify
3 and mitigate potential risks to user safety. We recognize that teens
4 have unique vulnerabilities in online settings, and this process
5 allows us to better safeguard their experience. Through this
6 process, we think carefully about how product features might
7 disproportionately impact teens and consider whether the product
8 facilities more teen-to-adult interactions and/or any unintended
9 harm. Our teams identify and strategize ways to mitigate safety
10 risks with internal safety technology solutions during this process
11 and through getting insight and recommendations from external
12 partners.”⁸¹

13 e. “Discord uses a mix of proactive and reactive tools to remove
14 content that violates our policies, from the use of advanced
15 technology like machine learning models.”⁸²

16 130. “Proactively detect[ing] [child sexual abuse material] and grooming
17 is a key priority for use and we have a dedicated team to handle related content.
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22 ⁸¹ *Discord’s Commitment to Teen and Child Safety*, Discord,
23 <https://discord.com/safety/commitment-to-teen-child-safety> (last visited Jan. 10,
2026).

24 ⁸² *Id.*

1 In Q2 2023, we proactively removed 99% of servers found to be hosting [child
2 sexual abuse material].”⁸³

3 a. Discord “invest[s] heavily in our protective efforts to detect and
4 remove abuse before it is reported to us. Through advanced tooling,
5 machine learning, specialized teams, and partnering with external
6 experts, we work to remove high-harm abuse before it is viewed or
7 experienced by others.”⁸⁴

8 b. “We don’t sit back and simply wait for reports, but instead act to
9 protect everyone on the platform.”⁸⁵

10 c. “We invest heavily in our proactive efforts to detect and remove
11 abuse before it’s reported to us.”⁸⁶

12 d. “We also invest in education, so that parents know how our service
13 works and understand the account controls that can contribute to a
14 positive, safe experience for their teens.”⁸⁷

15 131. Each of the above statements is inaccurate and misleading. In
16 reality, each of Discord’s Design Flaws identified in the preceding section

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19 ⁸³ *Discord’s Commitment to Teen and Child Safety*, Discord,
20 <https://discord.com/safety/commitment-to-teen-child-safety> (last visited Jan. 10,
2026).

21 ⁸⁴ *Transparency Report, 2023 Q1*, Discord, [https://discord.com/safety-](https://discord.com/safety-transparency-reports/2023-q1)
22 [transparency-reports/2023-q1](https://discord.com/safety-transparency-reports/2023-q1) (last visited Jan. 10, 2026).

23 ⁸⁵ *Discord Safety Center*. A true and correct copy of this webpage, accessed
through the Internet Archive, is attached hereto as **Exhibit 2**.

24 ⁸⁶ *Transparency Report, 2023 Q1*, Discord, [https://discord.com/safety-](https://discord.com/safety-transparency-reports/2023-q1)
[transparency-reports/2023-q1](https://discord.com/safety-transparency-reports/2023-q1) (last visited Jan. 10, 2026).

⁸⁷ <https://www.cnn.com/2022/03/22/tech/discord-teens> (last visited Jan. 10, 2026)

1 renders the platform materially unsafe in a host of ways. And each of the
2 Design Flaws exist due to conscious decisions that Discord made to sacrifice
3 safety in favor of growth. None of the above statements can be considered
4 accurate in light of the Design Flaws identified in this Complaint.

5 132. Discord similarly distorts the truth when describing its policies,
6 their effects, and the underlying rationale for them. For example, Discord states
7 that:

- 8 a. Defendant “built Discord to be different and work[s] relentlessly to
9 make it a fun and safe space for teens.”⁸⁸
- 10 b. Discord has “partnered” with leaders in the teen and child safety
11 space to ensure our policies are crafted with the latest research,
12 best practices, and expertise in mind.”⁸⁹
- 13 c. Discord “has a zero-tolerance policy for anyone who endangers or
14 sexualizes children.”⁹⁰
- 15 d. Discord “has a zero-tolerance policy for inappropriate sexual
16 conduct with children and grooming,” with “special attention given
17 _____

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19 ⁸⁸ *Discord’s Commitment to Teen and Child Safety*, Discord,
20 <https://discord.com/safety/commitment-to-teen-child-safety> (last visited Jan. 10,
21 2026).

22 ⁸⁹ *Discord’s Commitment to a Safe and Trusted Experience*, Discord,
23 <https://discord.com/safety/360043700632-discords-commitment-to-a-safe-and-trusted-experience> (last visited Jan. 10, 2026); *Discord’s Commitment to Teen and Child Safety*, Discord, <https://discord.com/safety/commitment-to-teen-child-safety> (last visited Jan. 10, 2026).

24 ⁹⁰ *Discord Transparency Report: July – September 2022*, Discord,
<https://discord.com/blog/discord-transparency-report-q3-2022> (last visited Jan. 10, 2026).

1 to predatory behaviors such as online enticement and the sexual
2 extortion of children.”⁹¹

3 133. “Discord has a zero-tolerance policy for inappropriate sexual
4 conduct with children and grooming...when we become aware of these types of
5 incidents, we take appropriate action, including banning the accounts of the
6 offending adult users and reporting them to NCMEC.”⁹²

7 134. These statements are false. Discord knows that it has problems
8 with the abuse and exploitation of minors on its platform, and further knows
9 that these problems are exacerbated by its Design Flaws. For example, having
10 an account creation process that allows users to make multiple accounts and
11 establish fake identities—all in furtherance of tricking children in order to
12 exploit them—cannot be considered “best practices” by any stretch of the
13 imagination. Nor can outsourcing the enforcement of Community Guidelines to
14 non-employee, untrained admins and mods of the various servers on the
15 platform (this fact also undercuts Discord’s statements about proactively
16 reviewing its platform for abuse). Further, as noted above, the myriad law
17 enforcement actions and news reports involving predators running rampant on
18 the platform—largely due to their ability to exploit Discord’s lax safety design—

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21 ⁹¹ *Discord’s Commitment to Teen and Child Safety*, Discord,
22 <https://discord.com/safety/commitment-to-teen-child-safety> (last visited Jan. 10,
2026).

23 ⁹² *Discord’s Commitment to Teen and Child Safety*, Discord,
24 <https://discord.com/safety/commitment-to-teen-child-safety> (last visited Jan. 10,
2026).

1 cannot be squared with Discord’s “zero tolerance” statements. Indeed, as
2 experienced by two, separate parents who reported repulsive exploitation of
3 their children on the platform,⁹³ Defendant is decidedly tolerant of users abusing
4 children on Discord.

5 135. The significance of these misstatements is perhaps best articulated
6 by [REDACTED]

7 [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]⁹⁴

11 **CAUSES OF ACTION**

12 **COUNT I:**

13 **DECEPTIVE ACTS OR PRACTICES BY DEFENDANT IN VIOLATION**
14 **OF NEVADA’S DECEPTIVE TRADE PRACTICES ACT, NRS §§ 598.0903**
15 **THROUGH 598.0999**

16 136. The State repeats and re-alleges the allegations in the preceding
17 paragraphs as if more fully set forth herein.

18 137. The Attorney General is authorized to bring an action—
19 independently in the name of the State as well as in a *parens patriae* capacity on
20 behalf of the persons residing in Nevada—to remedy violations of the NDTPA.
21 See, e.g., NRS 598.0963 and 598.0999.

22 _____
23 ⁹³ See ¶¶ 116-117, *supra*.

24 ⁹⁴ Discord_NVAG_0001114

1 138. At all times relevant herein, the Defendant violated the NDTPA,
2 NRS 598.0903 to 598.0999, by repeatedly and willfully committing deceptive acts
3 or practices, in the conduct of commerce, which are violations of the NDTPA.

4 139. The State alleges that Defendant’s platform, Discord, is a good or
5 service within the scope of the NDTPA. Specifically, Discord is a “good” insofar
6 as Defendant sells virtual items that users may employ to customize their
7 accounts,⁹⁵ while it unquestionably is a “service” in that it is a communications
8 platform whose primary purpose is to provide the service of facilitating text,
9 voice, and video communications for its users.

10 140. Moreover, Defendant’s platform is “for sale or lease” for purposes of
11 NRS 598.0915 because Defendant’s virtual items must be purchased, and the
12 Discord platform, more broadly, offers a paid subscription tier for its
13 communications services.⁹⁶

14 141. The Attorney General is authorized to bring an action in the name
15 of the State to remedy violations of the NDTPA. NRS 598.0999. This action is
16 proper in this Court because Defendant is using, has used, and is about to use
17 practices that are unlawful under the Act. NRS 598.0915(5).

18 142. Defendant willfully committed deceptive trade practices because of
19 false representations as well as omission of material facts. See NRS 598.0915(5);
20 *see also* 598.0915(2) (“[k]nowingly makes a false representation as to the source,

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23 ⁹⁵ See ¶ 21, *supra*. See, also, <https://discord.com/blog/complete-your-look-in-the-shop-now-open-to-all> (last accessed January 10, 2026).

24 ⁹⁶ <https://discord.com/nitro>

1 sponsorship, approval or certification of goods or services for sale...”),
2 598.0915(3) (“[k]nowingly makes a false representation as to affiliation,
3 connection, association with or certification by another person”), and
4 598.0915(15) (“[k]nowingly makes any other false representation in a
5 transaction”).

6 143. Defendant acted knowingly under Nevada law, which states that
7 under the NDTPA, “‘knowingly’ means that the defendant is aware that the facts
8 exist that constitute the act or omission.” *Poole v. Nev. Auto Dealership Invs.,*
9 *LLC*, 2019 Nev. App. LEXIS 4, *2. Similarly, “a ‘knowing[]’ act or omission
10 under the NDTPA does not require that the defendant intend to deceive with the
11 act or omission, or even know of the prohibition against the act or omission, but
12 simply that the defendant is aware that the facts exist that constitute the act or
13 omission.” *Id.* at *8 (alteration in original).

14 144. As set forth in paragraphs 62-80, 86, 93, 95-96, 101-102, 118, and
15 128-135 *supra*, Defendant knowingly failed to disclose the material facts
16 concerning the true nature of the risks of harm posed to minors on Discord.

17 145. As set forth in paragraphs 62-80, 86, 93, 95-96, 101-102, 118, and
18 128-135 *supra*, Defendant knowingly misrepresented to regulators and the
19 public that Discord was safe for children, and prioritized the wellbeing of
20 children, when in fact Defendant knew that those representations were false.

21 146. As set forth in paragraphs 62-80, 86, 93, 95-96, 101-102, 118, and
22 128-135 *supra*, Defendant, at all times relevant to this Complaint, willfully
23 violated the NDTPA by committing deceptive trade practices by representing
24

1 that Discord “ha[s] ... characteristics, ... uses, [or] benefits ...” that it does not
2 have. NRS 598.0915(5).

3 147. As set forth in paragraphs 62-80, 86, 93, 95-96, 101-102, 118, and
4 128-135 *supra*, Defendant willfully committed further deceptive trade practices
5 by causing confusion or misunderstanding as to the safety and risks associated
6 with the Discord platform. NRS 598.0915(2).

7 148. As set forth in paragraphs 62-80, 86, 93, 95-96, 101-102, 118, and
8 128-135 *supra*, Defendant willfully committed further deceptive trade practices
9 by making “false representation as to [the] affiliation, connection, association
10 with or certification” of Discord. NRS 598.0915(3).

11 149. As set forth in paragraphs 62-80, 86, 93, 95-96, 101-102, 118, and
12 128-135 *supra*, Defendant willfully committed further deceptive trade practices
13 by representing that Discord was “of a particular standard, quality or grade” (to
14 wit, designed to be safe for children), despite knowing that this was not true.
15 NRS 598.0915(7).

16 150. As set forth in paragraphs 62-80, 86, 93, 95-96, 101-102, 118, and
17 128-135 *supra*, Defendant willfully committed further deceptive trade practices
18 by representing that Discord was safe and not harmful to children when such
19 representations were untrue, false, and misleading. NRS 598.0915(15).

20 151. As set forth in paragraphs 62-80, 86, 93, 95-96, 101-102, 118, and
21 128-135 *supra*, Defendant willfully committed further deceptive trade practices
22 by using exaggeration and/or ambiguity as to material facts and omitting
23
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1 material facts, which had a tendency to deceive and/or did in fact deceive. NRS
2 598.0915(15).

3 152. As set forth in paragraphs 62-80, 86, 93, 95-96, 101-102, 118, and
4 128-135 *supra*, Defendant willfully committed further deceptive trade practices
5 by violating one or more laws relating to the sale or lease of goods or services.
6 NRS 598.0923(1)(c).

7 153. As set forth in paragraphs 62-80, 86, 93, 95-96, 101-102, 118, and
8 128-135 *supra*, Defendant willfully committed further deceptive trade practices
9 by failing to disclose a material fact in connection with the sale or lease of goods
10 or services. NRS 598.0923(1)(b).

11 154. As set forth in paragraphs 62-80, 86, 93, 95-96, 101-102, 118, and
12 128-135 *supra*, Defendant willfully committed further deceptive trade practices
13 by making false assertions of scientific, clinical or quantifiable facts in its
14 advertisements and public statements which would cause a reasonable person to
15 believe that such assertions were true. NRS 598.0925(1)(a).

16 155. Defendant's deceptive representations, concealments, and
17 omissions were knowingly made in connection with trade or commerce, were
18 reasonably calculated to deceive the public and the State, were statements that
19 may deceive or tend to deceive, were willfully used to deceive the public and the
20 State, and did in fact deceive the public and the State.

21 156. As described more specifically above, Defendant's representations,
22 concealments, and omissions constitute a willful course of conduct which
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1 continues to this day. Unless enjoined from doing so, Defendant will continue to
2 violate the NDTPA.

3 157. Defendant's deceptive trade practices are willful and subject to a
4 civil penalty and equitable relief. NRS 598.0999.

5 158. Because Defendant's deceptive trade practices are toward minors,
6 Defendant is subject to additional civil penalties and equitable relief. NRS
7 598.09735.

8 159. Each exposure of a Nevada child to Discord resulting from the
9 aforementioned conduct of Defendant constitutes a separate violation of the
10 NDTPA.

11 160. Defendant engaged in deceptive and unconscionable trade practices
12 in violation of NRS 598.0903 through 598.0999 knowingly, willfully, or with
13 fraudulent intent. Its conduct was malicious and carried out with a conscious
14 disregard for the rights and safety of consumers, particularly vulnerable
15 populations such as minors.

16 161. Defendant's actions were fraudulent, oppressive, and despicable,
17 and would be regarded with contempt by ordinary, decent people. Through
18 misrepresentation, concealment, or material omissions, Defendant intentionally
19 misled consumers to gain an unfair business advantage while disregarding the
20 foreseeable harm their conduct would cause.

21 162. Plaintiff, State of Nevada, seeks all legal and equitable relief as
22 allowed by law, including *inter alia* injunctive relief and all recoverable penalties
23
24

1 under all sections of the NDTPA including all civil penalties per each violation,
2 attorney fees and costs, and pre- and post-judgment interest.

3 163. Pursuant to NRS 42.005 and 42.007, Defendant is liable for
4 exemplary and punitive damages. *See D.R. Horton, Inc. v. Betsinger*, 130 Nev.
5 842, 335 P.3d 1230 (2014). The misconduct was authorized, ratified, or
6 committed by Defendant’s officers, directors, or managing agents, or was
7 adopted and implemented as a matter of corporate policy. Defendant is therefore
8 vicariously liable for the fraudulent and malicious conduct of their agents and
9 representatives.

10 **COUNT II:**

11 **UNCONSCIONABLE ACTS OR PRACTICES BY DEFENDANT IN**
12 **VIOLATION OF NEVADA’S DECEPTIVE TRADE PRACTICES ACT, NRS**
13 **598.0903 THROUGH 598.0999**

14 164. The State repeats and re-alleges the allegations in the preceding
15 paragraphs as if more fully set forth herein.

16 165. The Attorney General is authorized to bring an action—
17 independently in the name of the State as well as in a *parens patriae* capacity on
18 behalf of the persons residing in Nevada—to remedy violations of the NDTPA.
19 See, *e.g.*, NRS 598.0963 and 598.0999.

20 166. At all times relevant herein, the Defendant violated the NDTPA,
21 NRS 598.0903 to 598.0999, by repeatedly and willfully committing deceptive acts
22 or practices, in the conduct of commerce, which are violations of the NDTPA.

23 167. The State alleges that Defendant’s platform, Discord, is a good or
24 service within the scope of the NDTPA. Specifically, Discord is a “good” insofar

1 as Defendant sells virtual items that users may employ to customize their
2 accounts,⁹⁷ while it unquestionably is a “service” in that it is a communications
3 platform whose primary purpose is to provide the service of facilitating text,
4 voice, and video communications for its users.

5 168. Moreover, Defendant’s platform is “for sale or lease” for purposes of
6 NRS 598.0915 because Defendant’s virtual items must be purchased, and the
7 Discord platform, more broadly, offers a paid subscription tier for its
8 communications services.⁹⁸

9 169. The Attorney General is authorized to bring an action in the name
10 of the State to remedy violations of the NDTPA. NRS 598.0999. This action is
11 proper in this Court because Defendant is using, has used, and is about to use
12 practices that are unlawful under the Act. NRS 598.0915(5).

13 170. As set forth in paragraphs 81 through 118 *supra*, Defendant
14 willfully committed unconscionable trade practices in designing and deploying
15 the Design Flaws on the Discord platform. Such conduct violates the NDTPA’s
16 prohibition of knowingly using “an unconscionable practice in a transaction.”
17 NRS 598.0923(1)(e).

18 171. Defendant acted knowingly under Nevada law, which states that
19 under the NDTPA, “‘knowingly’ means that the defendant is aware that the facts
20 exist that constitute the act or omission.” *Poole v. Nev. Auto Dealership Invs.*,

21 _____
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23 ⁹⁷ See ¶ 139-140, *supra*. See, also, <https://discord.com/blog/complete-your-look-in-the-shop-now-open-to-all> (last accessed January 10, 2026).

24 ⁹⁸ <https://discord.com/nitro>

1 *LLC*, 135 Nev. 280, 281, 449 P.3d 479, 481 (2019). Similarly, “a ‘knowing[]’ act
2 or omission under the NDTPA does not require that the defendant intend to
3 deceive with the act or omission, or even know of the prohibition against the act
4 or omission, but simply that the defendant is aware that the facts exist that
5 constitute the act or omission.” *Id.* at *8 (alteration original).

6 172. The Design Flaws identified in paragraphs 81 through 118 *supra*,
7 are “unconscionable trade practices” because they (1) “[t]ake[] advantage of the
8 lack of knowledge, ability, experience or capacity of the consumer to a grossly
9 unfair degree;” and (2) “[r]esult[] in a gross disparity between the value received
10 and the consideration paid, in a transaction involving transfer of consideration.”
11 NRS 598.0923(2)(b)(1)-(2).

12 173. NRS 598.0923(2)(b)(1): As discussed, *supra*, the Design Flaws
13 represent a vast asymmetry in sophistication and knowledge between
14 Defendant, on the one hand, who has devoted extensive time, energy, and
15 resources identifying the risks attendant with its platform—as well as the fixes
16 which Defendant deliberately does not implement; and children and their
17 parents or guardians, on the other hand, who do not—and could not be expected
18 to—have the same fundamental and sophisticated knowledge of the Discord
19 platform and the risks inherent to that platform. This asymmetry in knowledge
20 is compounded by the fact that Defendant knowingly and intentionally hides,
21 obscures, or minimizes critical information, preventing public access to anything
22 that might be damaging to its reputation and that would alert the public to the
23 harms identified herein.

1 174. NRS 598.0923(2)(b)(2): Further, as discussed, *supra*, use of the
2 Discord platform is a transaction that involves consideration (exemplified by the
3 fact that Defendant seek to bind its minor users to, *inter alia*, a contract in the
4 form of Discord’s Terms of Use). Due to the harms identified herein that afflict
5 minors as a result of using Discord, and which are the result of the Design Flaws
6 deployed by Discord, the disparity between the value received and the
7 consideration paid is so vast as to be unconscionable.

8 175. As described more specifically above, Defendant’s conduct is willful
9 and continues to this day. Unless enjoined from doing so, Defendant will
10 continue to violate the NDTPA.

11 176. But for this unconscionable conduct, Nevada’s citizens would not
12 have suffered the harms detailed herein.

13 177. Defendant’s deceptive trade practices are willful and subject to a
14 civil penalty and equitable relief. NRS 598.0999.

15 178. Because Defendant’s deceptive trade practices are toward minors,
16 Defendant is subject to additional civil penalties and equitable relief. NRS
17 598.09735.

18 179. Each exposure of a Nevada child to Discord resulting from the
19 aforementioned conduct of Defendant constitutes a separate violation of the
20 NDTPA.

21 180. Defendant engaged in deceptive and unconscionable trade practices
22 in violation of NRS 598.0903 through 598.0999 knowingly, willfully, or with
23 fraudulent intent. Its conduct was malicious and carried out with a conscious
24

1 disregard for the rights and safety of consumers, particularly vulnerable
2 populations such as minors.

3 181. Defendant's actions were fraudulent, oppressive, and despicable,
4 and would be regarded with contempt by ordinary, decent people. Through
5 misrepresentation, concealment, or material omissions, Defendant intentionally
6 misled consumers to gain an unfair business advantage while disregarding the
7 foreseeable harm their conduct would cause.

8 182. Plaintiff, State of Nevada, seeks all legal and equitable relief as
9 allowed by law, including *inter alia* injunctive relief and all recoverable penalties
10 under all sections of the NDTPA including all civil penalties per each violation,
11 attorney fees and costs, and pre- and post-judgment interest.

12 183. Pursuant to NRS 42.005 and 42.007, Defendant is liable for
13 exemplary and punitive damages. *See D.R. Horton, Inc. v. Betsinger*, 130 Nev.
14 842, 335 P.3d 1230 (2014). The misconduct was authorized, ratified, or
15 committed by Defendant's officers, directors, or managing agents, or was
16 adopted and implemented as a matter of corporate policy. Defendant is therefore
17 vicariously liable for the fraudulent and malicious conduct of its agents and
18 representatives.

19 **COUNT III:**

20 **PRODUCT LIABILITY – DESIGN DEFECT**

21 184. The State repeats and re-alleges the allegations in the preceding
22 paragraphs as if more fully set forth herein.

1 **A. Discord is a Product for Purposes of Nevada’s Strict**
2 **Product Liability Law.**

3 **1. Recognizing Discord as a product for purposes of strict**
4 **product liability advances the three public policy**
5 **objectives as required under Nevada law.**

6 193. Nevada has expressly declined to adopt a limited definition of
7 “product” for purposes of strict product liability and instead requires a case-by-
8 case analysis under the policy objectives outlined in Restatement (Second)
9 section 402A. *Schueler v. Ad Art, Inc.*, 136 Nev. App. 447, 454 (2020). Those
10 objectives are: (1) promot[ing] safety by eliminating the negligence requirement;
11 (2) spread[ing] the costs of damages from dangerously defective products to the
12 consumer by imposing them on the manufacturer or seller; and (3) removing
13 concerns about a plaintiff’s ability to prove a remote manufacturer’s or seller’s
14 negligence.” *Id.* (quoting *Calloway v. City of Reno*, 116 Nev. 250, 268 (2000)).
15 This “case-by-case approach [] *allows the [product liability] doctrine to*
16 *adapt to technological advances.*” *Id.* at 455. (emphasis added).

17 ***i. Recognizing Discord as a “product” promotes safety***
18 ***by incentivizing Defendant to make Discord safer***
19 ***for the Nevada public***

20 194. Imposing the cost of injuries resulting from Discord on Defendant,
21 who created and put Discord on the market, “creates an incentive for Defendants
22 to make the product safer.” *Schueler*, 136 Nev. at 462. “This imposition is
23 justified because [Defendant has] undertaken and assumed a special
24 responsibility toward” Discord’s end users, which include minors in Nevada, by
releasing Discord into the market. *Id.* (quoting Restatement (2d) of Torts, § 402A

1 cmt. c). These minors, and their parents or guardians, were entitled to assume
2 that the platform was fit for ordinary use, and Defendant knew or should have
3 known that Discord—and its Design Flaws—would be used by minors without
4 inspection for defects, the likes of which include the Design Flaws. *See*
5 paragraphs 62 through 80, *supra*.

6 *ii. Recognizing Discord as a “product” spreads the*
7 *costs of minors’ harm to Defendant*

8 195. It is beyond dispute that Defendant is in the business of designing,
9 making, marketing, and introducing Discord into the market (or “stream of
10 commerce”). At all times relevant to this action, Defendant had—and continues
11 to have—the ability and opportunity to design and develop safe products, as well
12 as the ability and opportunity to bear the costs and negative consequences to
13 society and minors associated with those products. Whereas minors—and their
14 parents or guardians—do not.

15 *iii. Recognizing Discord as a “product” removes*
16 *concerns about a minors’ ability to prove*
17 *Defendant’s negligence*

18 196. As discussed in the preceding paragraphs, it is Defendant—not
19 minors or their parents or guardians—who have complete and total control over
20 Discord’s design, manufacture, marketing, and introduction into the stream of
21 commerce. Thus, minors and their parents or guardians may not be in a position
22 to prove Defendant’s negligence.

23 **2. Discord is sufficiently analogous to tangible products to**
24 **be considered a product for product liability purposes.**

1 197. In addition to the three policy objectives outlined above, Nevada
2 courts may use “appropriate definitions as guidance when determining whether
3 an item is indeed a product for purposes of strict liability.” *Schueler*, 136 Nev. at
4 455. The Restatement (Third) of Torts: Product Liability’s definition of product is
5 “tangible personal property distributed commercially for use or consumption.” §
6 19 (Am. Law Inst. 1998). Under this definition, the Restatement (3d) of Torts
7 recognizes that even electricity is a “product[] *when the context of [its]*
8 *distribution and use is sufficiently analogous to [that] of tangible*
9 *personal property.*” *Id.* (emphasis added).

10 198. Like the example of electricity, which is distributed via a complex
11 physical infrastructure that includes power plants, towers, substations, and
12 cables, Discord is distributed via a complex physical infrastructure that includes
13 servers, data centers, cables, and various online “stores” where users can
14 download Discord onto their devices—the modern equivalent of purchasing a
15 tangible software product, *e.g.*, Microsoft Windows, at a brick-and-mortar store.
16 The user’s “purchase” (download) causes Discord to occupy physical storage
17 space on the user’s device hard drive, like a purchased clothing item occupies
18 physical storage space in a user’s closet. Once Defendant’s Discord product is
19 downloaded onto a user’s device, it transmits the user’s personal information
20 back to Defendant by means of “packets,” or discreet and measurable blocks of
21 data traveling across a network, again using physical components (servers, data
22 centers, cables).

1 200. Further, like providers of electricity and tangible items, such as
2 supermarket products or pharmaceutical drugs, Defendant closely monitors and
3 measures how much of its product users consume, and the more product a user
4 consumes, the more Defendant profits.

5 200. Further, like providers of tangible products, Defendant creates
6 customer demand for and reliance on the Discord product through marketing
7 (analogous to most tangible products), innovation (analogous to vehicles,
8 computers, and appliances), and even fear of missing out (FOMO) (analogous to
9 certain clothing brands and children's toys).

10 201. Additionally, much of the physical infrastructure Defendant uses to
11 distribute its product is located in Nevada. In other words, the Discord product
12 cannot be delivered in Nevada without using physical infrastructure within the
13 State. Therefore, Defendant is taking full advantage of Nevada's infrastructure
14 and deriving a monetary benefit by doing so.

15 202. The context of Discord's use is also sufficiently analogous to that of
16 tangible personal property for Discord to be considered a product for product
17 liability purposes. Users, including minors in Nevada, use Discord as a text- and
18 telecommunications medium, both at home and on the move. An analogous
19 example of tangible products include cell phones. Individuals use these products
20 for precisely the purposes that they use Discord.

21 203. Other, more modern examples of analogous products are mobile
22 applications ("Apps") that, while not directly comparable to a *tangible* product,
23 have been found to be products for the purposes of strict product liability. For
24

1 example, courts have found that the rideshare Lyft App is a product because,
2 like Defendant and its Discord product, “Lyft designed and placed the Lyft App
3 into the stream of commerce for the general public, putting Lyft in the best
4 position to control the risk of harm associated with the App caused by the design
5 choices, similar to designers of defective tangible products.” *Ameer v. Lyft*, 2025
6 WL 679373 *13-14 (Mar. 4, 2025); *see also Brookes v. Lyft Inc.*, 2022 WL
7 19799628 (Fla. Cir. Ct. Sept. 30, 2022) (determining Lyft App is product for
8 product liability purposes); *Doe v. Lyft, Inc.*, 756 F. Supp. 3d 110, 2024 (D.
9 Kansas. Nov. 1, 2024) (same); *In re Uber Techs., Inc.*, 745 F. Supp. 3d 869 (N.D.
10 Cal. 2024) (determining Uber App is product for product liability purposes). This
11 recognition furthers Nevada’s acknowledgement that the case-by-case approach
12 to determining what is a product “allows the [product liability] doctrine to adapt
13 to technological advances.” *Schueler*, 136 Nev. App. at 455; *see also Ameer*, 2025
14 WL 679373 *14 (noting that the “Court must recognize the changes rippling
15 through our society as a result of the technology at issue, and decide whether the
16 Lyft App should be forced into the old square holes of pre-existing legal
17 categories, when none are a perfect fit”) (cleaned up and quotation omitted).

18 204. Similarly, in determining that the Grindr dating App may be a
19 product for strict liability purposes, a Florida court focused on the purpose
20 behind Florida’s strict liability law, which is the same purpose as Nevada’s:
21 “product liability shifts the burden to ensure a safe, non-defective product on the
22 party who is most able to protect against the harm and bear the cost.” *T.V. v.*
23 *Gindr, LLC*, 2024 WL 4128796 *63 (M.D. Fla. Aug. 13, 2024). Defining the
24

1 Grindr App as a product met this purpose because Grindr “[1] designed the
2 Grindr app for its business, [2] made design choices for the Grindr app, [3]
3 placed the Grindr app into the stream of commerce, [4] distributed the Grindr
4 app in the global marketplace, [5] marketed the Grindr app, and [6] generated
5 revenue and profits from the Grindr app[.]” *Id.* at *63-64. Grindr’s role in
6 designing and distributing the App “mak[es] Grindr’s role different from a mere
7 service provider, putting Grindr in the best position to control the risk of harm
8 associated with the Grindr app, and rendering Grindr responsible for any harm
9 caused by its design choices in the same way designers of physically defective
10 products are responsible.” *Id.* at *64; *see also Maynard v. Snapchat, Inc.*, 313 Ga.
11 533, 552, 870 S.E.2d 739 (2022) (recognizing that protecting public from
12 defective products important aspect of public policy and finding Snap App may
13 be product for strict liability purposes). Further, Grindr’s argument that
14 plaintiffs were “trying to hold Grindr liable for users’ communications,” or “ideas
15 and expressions,” was unpersuasive because plaintiffs had pled that Grindr’s
16 “design choices, like Grindr’s choice to forego age detection tools (akin to a design
17 choice to forego an effective safety cap on a medicine bottle), and Grindr’s choice
18 to provide an interface displaying the nearest users first (akin to a design choice
19 to make a dangerous feature prominent),” were sufficient to allege a defect in the
20 product’s *design*. 2024 WL 4128796 at *65. Likewise, here Defendant designed
21 Discord for its business, made design choices for Discord, placed Discord into the
22 stream of commerce, and continues to distribute, market, and generate revenue
23 and profits from Discord. Finally, like the Nevada Supreme Court in *Schueler*

1 and the Missouri Appellate Court in *Ameer*, the Florida court in *Grindr*
2 recognized that the “common law must keep pace with changes in our society
3 and may be altered. . . when the change is demanded by public necessity or
4 required to vindicate fundamental rights.” *Id.* at *45 (quotation omitted).

5 205. Additionally, in the context of Discord, it is installed and operated
6 directly on physical consumer devices, including smartphones, smart televisions,
7 and video game consoles. Once installed, it functions as a native application that
8 occupies device storage, utilizes device processing power, and integrates with the
9 device’s operating system in the same manner as conventional consumer
10 software products.

11 206. Users interact with the platform through tangible inputs such as
12 keyboards, microphones, cameras, touchscreen gestures, remote controls, and
13 console game controllers. Again, the platform’s facilitation of communication
14 through these physical interfaces closely resembles the user experience of
15 traditional communication products such as phones.

16 207. Because the platform is persistently housed on, accessed through,
17 and functionally dependent on physical hardware, and because it delivers
18 engineered content in a controlled and repeatable manner, it is analogous to a
19 tangible consumer product.

20 208. Given these characteristics, Discord exhibits the functional and
21 structural attributes akin to tangible personal property and is a product for
22 purposes of strict liability under Section 402A of the Restatement (Second) of
23 Torts.

1 **3. Defendant’s own descriptions of Discord make it obvious**
2 **that they consider it a product, just as much as the State**
3 **does.**

4 209. Defendant refers to the Discord Platform as a “product” that
5 contains “features.” Indeed, the Discord website has a page titled “Product &
6 Features” that is devoted to “[a]nnouncements, new features, and general info
7 about the Discord app.”⁹⁹

8 210. Defendant’s team titles and descriptions of team duties make clear
9 that it sees the Discord platform as a product. One job posting on Defendant’s
10 website, for the position of “Product Manager, Core Product,” explains that “[t]he
11 Core Product team at Discord is responsible for creating exceptional experiences
12 that drive deeper engagement with our users,” and that the position at issue
13 involves “improving the usability, cohesiveness, and effectiveness of Discord’s
14 core experiences and systems to support multiple company strategic objectives
15 (including growth, user retention, and monetization).”¹⁰⁰ The job’s hiring criteria
16 further include “[e]xperience building and growing *consumer products*,
17 especially gaming, messaging, community, or social networking products.”¹⁰¹
(emphasis added).

18 211. In a similar job posting for “Product Designer,” Defendant discusses
19 its “EPAD” organization, which involves “Engineering, Product, Analytics and
20

21
22 ⁹⁹ <https://discord.com/category/product>

23 ¹⁰⁰ A true and correct copy of this webpage, accessed through the Internet
Archive, is attached hereto as **Exhibit 3**.

24 ¹⁰¹ *Id.*

1 Design functions,” and further requires that the applicant “collaboratively guide
2 the vision for the product [*i.e.*, Discord] and achieve it through design
3 explorations, documentation, and presentations.”¹⁰²

4 212. In sum, Discord is a product under Nevada law, as well as within
5 Defendant’s own understanding.

6 **B. The Discord Product is Defective**

7 213. Discord fails to perform in the manner reasonably to be expected in
8 light of its nature and intended function as a communications platform and is
9 more dangerous than would be contemplated by the ordinary user of such
10 technology having ordinary knowledge available in the community. *See Ford v.*
11 *Motor Co. v. Trejo*, 133 Nev. 520, 523, 402 P.3d 649, 652 (2017). *See* paragraphs
12 81 through 118, *supra*.

13 214. An ordinary user of Discord would expect the product to enable
14 them to engage in safe communications with people they know.

15 215. However, an ordinary user of Discord, including a minor in Nevada,
16 would *not* contemplate the unreasonable dangers arising from ordinary use of
17 the platform, such as risks of grooming, exploitation, and further harms. *See*
18 paragraphs 128 through 135, *supra*. These unreasonable dangers are even more
19 unexpected to the ordinary user because they are insidious and surreptitious.
20 *See* paragraphs 61 through 118 and 128 through 135, *supra*.

21
22
23
24 ¹⁰² <https://www.builtinsf.com/job/product-designer-core-product/4754620>

1 216. Discord’s design features that create the unreasonable dangers to
2 the ordinary user are *purposefully* designed by Defendant to forsake safety in
3 favor of user growth, and increase commercial profits. *See* paragraphs 62
4 through 118, *supra*.

5 **C. The Discord product’s defects exist at the time Defendant**
6 **placed Discord into the stream of commerce.**

7 217. Defendant designs, creates, and distributes Discord. Therefore, the
8 design defects exist at the time Defendant placed or place the product in the
9 stream of commerce.

10 **D. The Discord product lacks adequate, feasible safety**
11 **features.**

12 218. Because of the Design Flaws, the Discord product lacks adequate,
13 feasible safety features. *See* paragraphs 62 through 118, *supra*.

14 219. Defendant could easily implement these safety features into
15 Discord but has failed to do so. *See* paragraphs 62 through 118, *supra*.

16 **E. The Discord product’s defects caused the State’s harms.**

17 220. Discord’s design defects caused injury to children in Nevada. *See*
18 paragraphs 14 through 23, *supra*.

19 221. As a result of Defendant’s conduct, the State is entitled to—and
20 does—seek damages (including punitive damages) in an amount to be proven at
21 trial.

22 222. The actions of Defendant set forth herein and above, were
23 undertaken knowingly, wantonly, willfully, and/or maliciously.

1 223. Discord’s conduct was despicable and so contemptible that it would
2 be looked down upon and despised by ordinary decent people and was carried on
3 by Defendant with willful and conscious disregard for the rights and safety of
4 anyone using the product, and particularly minors and their parents or
5 guardians.

6 224. Discord’s outrageous and unconscionable conduct warrants an
7 award of exemplary and punitive damages pursuant to NRS 42.005, in an
8 amount appropriate to punish and make an example of Defendant, and to deter
9 similar conduct in the future.

10 225. The misconduct was authorized, ratified, or committed by
11 Defendant’s officers, directors, or managing agents, or was adopted and
12 implemented as a matter of corporate policy. Defendant is therefore vicariously
13 liable for the fraudulent and malicious conduct of its agents and representatives.

14 226. Pursuant to NRS 42.007, to the extent any of the conduct alleged
15 herein and above was committed by someone other than managing agents,
16 speaking agents, officers, directors, corporate representatives, or those with
17 actual or implied authority to act on behalf of Defendant, Defendant
18 preauthorized, benefitted from and/or ratified said conduct. Defendant had
19 advance knowledge that the employee or employees responsible for the wrongful
20 conduct were unfit for the purposes of the employment and employed the
21 employee(s) with a conscious disregard of the rights or safety of others.
22 Defendant is directly and vicariously liable for punitive damages arising from
23
24

1 the outrageous and unconscionable conduct of its employees, agents, and/or
2 servants, as set forth herein.

3 **COUNT IV:**

4 **PRODUCT LIABILITY – FAILURE TO WARN**

5 227. The State repeats and re-alleges the allegations in the preceding
6 paragraphs as if more fully set forth herein.

7 228. The Attorney General is authorized to bring an action—
8 independently in the name of the State as well as under his statutory authority
9 and in a *parens patriae* capacity on behalf of the persons residing in Nevada—to
10 remedy violations of Nevada law.

11 229. Nevada recognizes the “sound public policy favoring the strict
12 product liability doctrine.” *Ward v. Ford Motor Co.*, 99 Nev. 47, 49, 657 P.2d 95,
13 96 (1983).

14 230. The State incorporates paragraphs 193 through 212 of this
15 Complaint (alleging Discord is a product for purposes of Nevada’s strict product
16 liability law).

17 231. Defendant designed, created, and distributed the Discord product,
18 which they continue to update and distribute to consumers, including children in
19 Nevada.

20 232. Defendant placed Discord in the hands of end users, including
21 minors in Nevada, without adequate warning regarding safe and proper use.

22 233. Defendant’s failure to provide adequate warning regarding the
23 dangers inherent to Discord renders the Discord product unreasonably
24

1 dangerous. Discord’s end users, including minors in Nevada, would not generally
2 know that ordinary use of the Discord product, *i.e.*, communicating with other
3 users on the platform, may result in exposure to child predators or other bad
4 actors.

5 234. Defendant’s failure to provide adequate warning regarding the
6 dangers inherent to the Discord product has caused and continues to cause
7 injury to end users, including minors in Nevada.

8 235. Discord has a defective warning that renders it unreasonably
9 dangerous. Any and all representations, misrepresentations, and omissions
10 made in relation thereto that Defendant made regarding the suitability and
11 safety of Discord for minors have not been accompanied by suitable and
12 adequate warnings concerning its safe and proper use.

13 236. Defendant had reason to anticipate that a particular use of
14 Discord—*i.e.*, its use by minors—may be dangerous without such warnings. *See*
15 paragraphs 62 through 80, *supra*.

16 237. Any warning that Defendant made in connection with minors’ use
17 of Discord was not (1) designed so it can reasonably be expected to catch the
18 attention of the consumer; (2) be comprehensible and give a fair indication of the
19 specific risks involved with the product; and (3) be of an intensity justified by the
20 magnitude of the risk.

21 238. The defective warning existed at all times relevant hereto,
22 including the time the product left the manufacturer (*i.e.*, Defendant).

23 239. The defective warning caused injury to minors in Nevada.

1 240. As a result of Defendant’s conduct, the State is entitled to—and
2 does—seek damages (including punitive damages) in an amount to be proven at
3 trial.

4 241. The actions of Discord set forth herein and above, were undertaken
5 knowingly, wantonly, willfully, and/or maliciously.

6 242. Discord's conduct was despicable and so contemptible that it would
7 be looked down upon and despised by ordinary decent people and was carried on
8 by Defendant with willful and conscious disregard for the rights and safety of
9 anyone using the product, and particularly minors.

10 243. The misconduct was authorized, ratified, or committed by
11 Defendant’s officers, directors, or managing agents, or was adopted and
12 implemented as a matter of corporate policy. Defendant is therefore vicariously
13 liable for the fraudulent and malicious conduct of their agents and
14 representatives.

15 244. Discord’s outrageous and unconscionable conduct warrants an
16 award of exemplary and punitive damages pursuant to NRS 42.005, in an
17 amount appropriate to punish and make an example of Defendant, and to deter
18 similar conduct in the future.

19 245. Pursuant to NRS 42.007, to the extent any of the conduct alleged
20 herein and above was committed by someone other than managing agents,
21 speaking agents, officers, directors, corporate representatives, or those with
22 actual or implied authority to act on behalf of Defendant, Defendant authorized,
23 benefitted from and/or ratified said conduct. Defendant had advance knowledge
24

1 that the employee or employees responsible for the wrongful conduct were unfit
2 for the purposes of the employment and Defendant employed the employee(s)
3 with a conscious disregard of the rights or safety of others.

4 246. Defendant is directly and vicariously liable for punitive damages
5 arising from the outrageous and unconscionable conduct of its employees,
6 agents, and/or servants, as set forth herein.

7 **COUNT V:**

8 **NEGLIGENCE**

9 247. The State repeats and realleges the preceding paragraphs of this
10 Complaint as if fully set forth herein.

11 248. The Attorney General is authorized to bring an action—
12 independently in the name of the State as well as under his statutory authority
13 and in a *parens patriae* capacity on behalf of the persons residing in Nevada—to
14 remedy violations of Nevada law.

15 249. Defendant had and continues to have a duty to exercise reasonable
16 care in designing, implementing, maintaining, and otherwise introducing
17 Discord into the stream of commerce.

18 250. This duty of reasonable care extends to minors (and their families)
19 in the State of Nevada.

20 251. As set forth in paragraphs 81 through 118, *supra*, Defendant
21 breached and continues to breach that duty.

22 252. As a result of Defendant's breach of that duty, minors (and their
23 families) in Nevada have been injured.

1 employee or employees responsible for the wrongful conduct were unfit for the
2 purposes of the employment and employed the employee(s) with a conscious
3 disregard of the rights or safety of others. Defendant is directly and vicariously
4 liable for punitive damages arising from the outrageous and unconscionable
5 conduct of its employees, agents, and/or servants, as set forth herein.

6 **COUNT VI:**

7 **UNJUST ENRICHMENT**

8 260. The State repeats and realleges the preceding paragraphs of this
9 Complaint as if fully set forth herein.

10 261. The Attorney General is authorized to bring an action—
11 independently in the name of the State as well as under his statutory authority
12 and in a *parens patriae* capacity on behalf of the persons residing in Nevada—to
13 remedy violations of Nevada law.

14 262. Minors in the State of Nevada have conferred a benefit on
15 Defendant in the form of being a monetizable audience.

16 263. Defendant knew of the benefits conferred.

17 264. Defendant accepted the benefits conferred.

18 265. It would be unjust to allow Defendant to retain the benefits
19 conferred without paying their reasonable value.

20 **COUNT VII:**

21 **PROMISSORY ESTOPPEL**

22 266. The State repeats and realleges the preceding paragraphs of this
23 Complaint as if fully set forth herein.

1 B. On the Second Cause of Action, Judgment in favor of the State and
2 against Defendant declaring that all acts and omissions of the Defendant
3 described in this Complaint constitute multiple, separate violations of the NDTPA
4 and that Defendant willfully and knowingly violated the NDTPA, NRS 598.0903
5 to 598.0999;

6 C. On the Third Cause of Action, Judgment in favor of the State and
7 against Defendant that Defendant's challenged platform contains one or more
8 design defects that caused damages as alleged herein;

9 D. On the Fourth Cause of Action, Judgment in favor of the State and
10 against Defendant that Defendant failed to provide adequate warnings about the
11 challenged platform and that failure caused damages as alleged herein;

12 E. On the Fifth Cause of Action, Judgment in favor of the State and
13 against Defendant that Defendant's negligence caused damages as alleged herein;

14 F. On the Sixth Cause of Action, Judgment in favor of the State and
15 against Defendant that Defendant was unjustly enriched as alleged herein;

16 G. On the Seventh Cause of Action, Judgment in favor of the State and
17 against Defendant that Defendant is liable under the doctrine of promissory
18 estoppel and that Defendant's conduct caused damages as alleged herein;

19 H. That Plaintiff recover all measures of damages allowable under all
20 applicable State statutes and the common law, but in any event more than \$15,000,
21 that Judgment be entered against Defendant in favor of Plaintiff, and requiring
22 that Defendant pay punitive damages;

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I. That Defendant be ordered to pay civil penalties pursuant to the NDTPA including disgorgement and civil penalties of up to \$15,000 for each violation of the NDTPA, and up to \$25,000 for each violation of the NDTPA directed toward a minor person;

J. That Plaintiff be awarded all injunctive, declaratory, and other equitable relief appropriate and necessary based on the allegations herein;

K. That, in accordance with the NDTPA, Defendant, its affiliates, successors, transferees, assignees, and the officers, directors, partners, agents, and employees thereof, and all other persons acting or claiming to act on its behalf or in concert with it, be enjoined and restrained from in any manner continuing, maintaining, or renewing the conduct, alleged herein in violation of the above stated Nevada laws, or from entering into any other act, contract, or conspiracy having a similar purpose or effect;

L. That Plaintiff recover the costs and expenses of suit, pre- and post-judgment interest, and reasonable attorneys' fees as provided by law; and

///

///

1 M. That the Court order such other and further relief as the Court
2 deems just, necessary, and appropriate.

3 Dated this 5th day of May, 2026.

4
5 

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INDEX OF EXHIBITS

EX.	DESCRIPTION	BATES NO.
1.	“Safe Direct Messaging” Setting Webpage accessed through the Internet Archive	001-006
2.	<i>Discord Safety Center</i> Webpage accessed through the Internet Archive	007-010
3.	Discord Product Manager, Core Product at Discord Webpage accessed through the Internet Archive	011-015

EXHIBIT 1



Four steps to a super safe account

On Discord, you get to choose the friends and communities you talk with. A key part of making this happen is knowing how you can set up your account. With the below advice, you'll be able to make your account as safe as possible.

CONTENTS

- [1. Secure your account](#)
2. Set your privacy & safety settings
3. Follow safe account practices
4. Block other users when needed

1. Secure your account

First, we need to ensure that your account credentials and login information are as secure as possible.

Choose a secure password

- Having a strong password is key to protecting your account. Choose a long password with a mix of uppercase letters, lowercase letters, and special characters that is hard to guess and that you don't use for anything else.
- We recommend checking out password managers like 1Password (Mac) or Dashlane (Windows), which make creating and storing secure passwords extremely easy.

Consider enabling two-factor authentication (2FA)

- Two-Factor Authentication (2FA) is the most secure way to protect your account. You can use Google Authenticator, Authy, and other authenticator apps on a mobile device in order to authorize access to your account. Once 2FA is enabled, you'll have the option to further increase your account's security with SMS Authentication by adding your phone number to your Discord account.
- You can enable 2FA in your *User Settings*. You can also refer to [this article](#) for more information.

TWO-FACTOR AUTHENTICATION

Protect your Discord account with an extra layer of security. Once configured you'll be required to enter both your password and an authentication code from your mobile phone in order to sign in.

Enable Two-Factor Auth

2. Set your privacy & safety settings

Your privacy settings are very important. They give you control over who can contact you and what they can send you. You can access them by going into your *User Settings* and selecting *Privacy & Safety*.

Explicit content media settings

Here you can decide what kind of content you're comfortable seeing.

SAFE DIRECT MESSAGING

Automatically scan and delete direct messages you receive that contain explicit media content.



Keep me safe

Scan direct messages from everyone.



My friends are nice

Scan direct messages from everyone unless they are a friend.



Do not scan

Direct messages will not be scanned for explicit content.

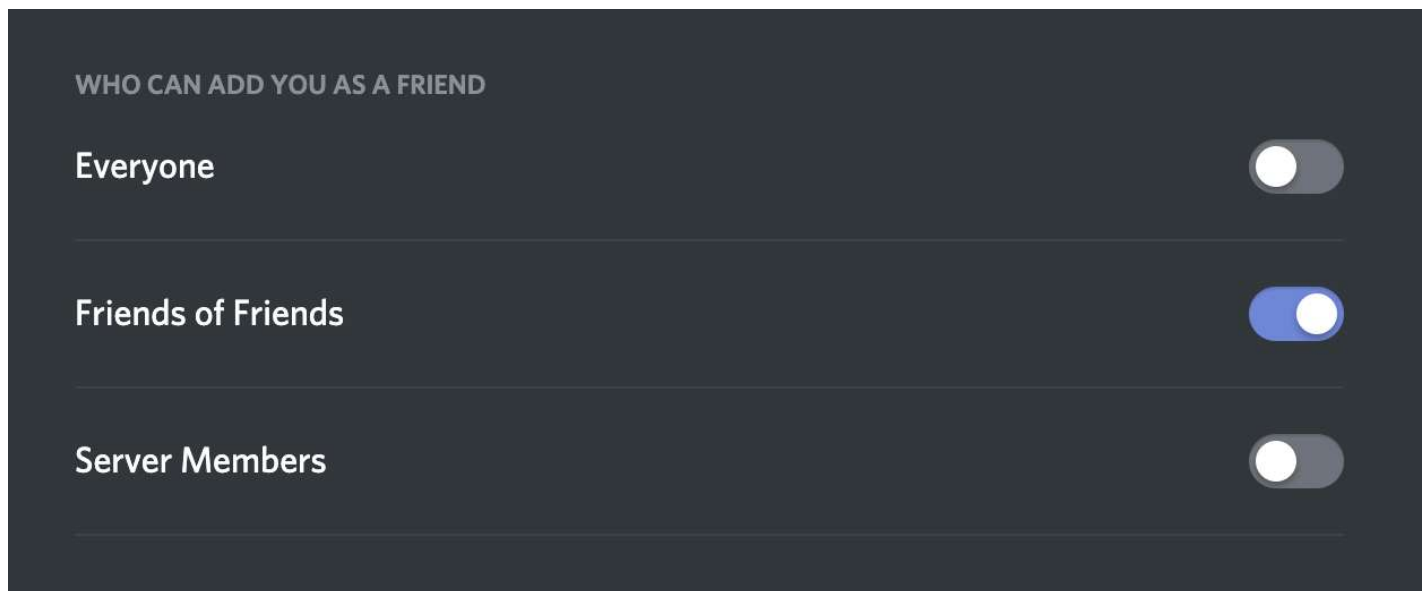
- **Keep me safe** - With this setting, images and videos in *all* direct messages are scanned by Discord and explicit content is blocked. This setting is on by default.
- **My friends are nice** - With this setting, all direct messages sent by users who are not on your Friends List are scanned and explicit content is blocked. *This setting is good for those who trust their friends not to send content that they wouldn't want to see.*
- **Do not scan** - With this setting, *none* of the direct messages you receive will be scanned or blocked for explicit content.

Direct messages (DM) settings

- You might only want certain people to contact you. By default, whenever you're in a server with someone else, they can send you a direct message (DM).
- You can toggle **Allow direct messages from server members** to block DMs from users in a server who aren't on your friends list. If you have joined any servers prior to turning this off you'll need to adjust your DM settings individually for each server that you have joined.
- To change this setting for a specific server, select **Privacy Settings** on the server's dropdown list and toggle **Allow direct messages from server members**.

Friend request settings

The last thing to do in your security settings is determine who can send you a friend request.



- **Everyone** - Selecting this means that anyone who knows your Discord Tag or is in a mutual server with you can send you a friend request. This is handy if you don't share servers with someone and you want to let them friend you with just your Discord Tag.
- **Friends of Friends** - Selecting this means that for anyone to send you a friend request, they must have at least one mutual friend with you. You can view this in their user profile by clicking the *Mutual Friends* tab next to the *Mutual Servers* tab.
- **Server Members** - Selecting this means users who share a server with you can send you a friend request. Unselecting this means that you can only be added by someone with a mutual friend.

If you don't want to be open to ANY requests, you can deselect all three options. However, you can still send out requests to other people.

You should only accept friend requests from users that you know and trust — if you aren't sure, there's no harm in rejecting the friend request. You can always add them later if it's a mistake.

3. Follow safe account practices

As with any online interaction, we recommend following some simple rules while you're on Discord:

Be wary of suspicious links and files

- **DON'T** click on links that look suspicious or appear to have been shortened or altered. Discord will try and warn you about links that are questionable, but it's no substitute for thinking before you click.
- **DON'T** download files or applications from users you don't know or trust. Were you expecting a file from someone? If not, don't click the file!
- **DON'T** open a file that your browser or computer has flagged as potentially malicious without knowing it's safe.

Never give away account information

- **DON'T** give away your Discord account login or password information to **anyone**. We'll never ask for your password. We also won't ask for your token, and you should never give that to anyone.
- **DON'T** give away account information for **any** account you own on **any** platform to other users on Discord. Malicious individuals might ask for this information and use it to take over your accounts.
- **DO** report any accounts who claim to be Discord staff or who ask for account information to the Trust & Safety team.

Again, Discord will never ask you for your password either by email or by Discord direct message. If you believe your account has been compromised, please refer to [this article](#).

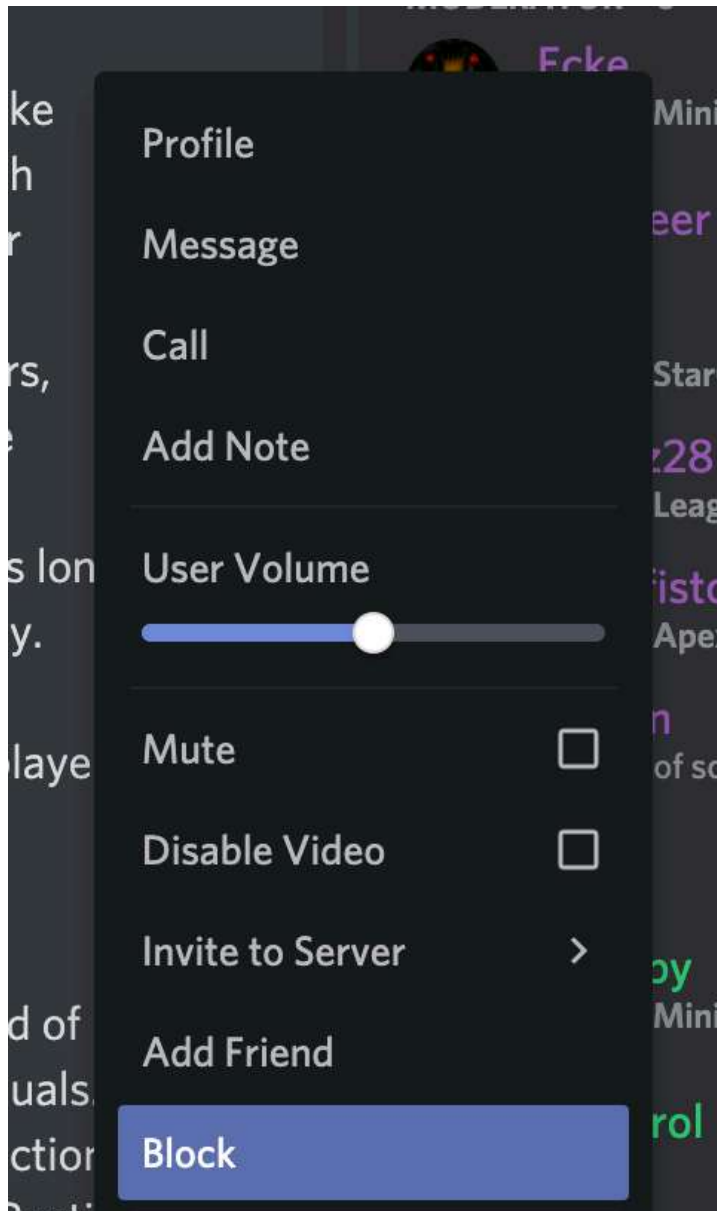
4. Block other users when needed

We understand that there are times when you might not want to interact with someone. We want everyone to have a positive experience on Discord and have you covered in this case.

How blocking works

- When you block someone on Discord, they will be removed from your friends list (if they were on it) and will no longer be able to send you DMs.
- Any message history you have with the user will remain, but any new messages the user posts in a shared server will be hidden from you, though you can see them if you wish.

How to block a user



On desktop:

- Right-click the user's @Username to bring up a menu.
- Select **Block** in the menu.

On mobile:

- Tap the user's @Username to bring up the user's profile.
- Tap the three dots in the upper right corner to bring up a menu.
- Select **Block** in the menu.

If you have blocked a user but they create a new account to try and contact you, please report the user to the Trust & Safety team. You can learn more about how to do this at [this link](#).

Your place to talk

 English, USA

Product

- [Download](#)
- [Why Discord](#)
- [Inspiration](#)
- [College](#)
- [Nitro](#)
- [Status](#)

Resources

- [Support](#)
- [Safety](#)
- [Blog](#)
- [Feedback](#)
- [Partners](#)
- [Verification](#)
- [Developers](#)
- [StreamKit](#)
- [Open Source](#)
- [Security](#)

Company

- [About](#)
- [Jobs](#)
- [Branding](#)
- [Newsroom](#)
- [Store](#)

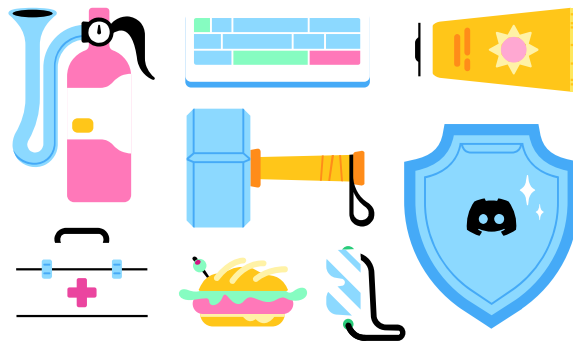
Policies

- [Terms](#)
- [Privacy](#)
- [Guidelines](#)
- [Acknowledgements](#)
- [Licenses](#)

[Sign up](#)

EXHIBIT 2

DISCORD SAFETY CENTER



Discord is a place dedicated to talking and hanging out with your friends, family and communities. Millions of diverse communities are on Discord, from small groups of old friends to huge servers where hundreds of thousands of people can connect over shared interests.

Discord isn't a social media platform. There is no algorithm deciding what you should see, no endless scrolling, no news feed, no counting likes, no going viral. Instead, Discord is a place where everyone can be themselves and spend time with other people who share their interests and hobbies. Conversations on Discord are driven only by the people you choose and the topics you pick.

PRINCIPLES

We want to make sure that Discord has the ability for everyone to have a safe, positive and inclusive experience, no matter what brought them here. For that to happen, we must all agree to a set of rules that govern our interactions on Discord. When you sign up to Discord, you agree to follow the rules below and refrain from behavior that isn't allowed on the service.

In exchange, it's our job to make sure your experience is everything it can be. Here are the principles that guide the society we want to create on Discord:

We're determined to make sure that Discord will always be a welcoming place for you.

There's a huge responsibility in being a place where hundreds of millions of people talk to each other.

Privacy is incredibly important to us.

We do not monitor every server or every conversation. We do not sell your data, nor do we share it with third parties for advertising purposes.

Safety is just as important.

We don't sit back and simply wait for reports, but instead act to protect everyone on the platform. We know that there are cases where bad actors are acting to cause violence or harm in the real world, and we make it clear to them that there's no place for them on Discord.

Finally, Discord is pseudonymous.

Your account on Discord doesn't have to be tied back to your identity, and we want to make sure that everyone can be their true self. But that doesn't mean that someone can be free of the consequences of their actions.

Controlling Your Experience

These resources will help you learn how you can create the best Discord experience for you. We cover everything from account tips, to server management, to how to report problems directly to our Trust and Safety team.

[Four steps to a super safe account](#)

[Four steps to a super safe server](#)

[Role of administrators and moderators on Discord](#)

[Reporting problems to Discord](#)

[Mental health on Discord](#)

[Age-Restricted Content on Discord](#)

[Tips against spam and hacking](#)

Parents & Educators

We know that teenagers and students are excited about communicating on Discord, which can lead to questions from parents and educators. Here you can find our top tips for your teens and classroom as they use Discord.

[What is Discord?](#)

[Discord's commitment to a safe and trusted experience](#)

[Helping your teen stay safe on Discord](#)

[Talking about online safety with your teen](#)

[Answering parents' and educators' top questions](#)

[If your teen encounters an issue](#)

[Working with CARU to protect users on Discord](#)

How We Enforce Rules

These articles help provide clarity about how we address different situations on Discord, from how we investigate to how we work with 3rd parties like law enforcement. You can also find our annual transparency report here.

[Our policies](#)

[Enforcing our rules](#)

[How we investigate](#)

[What actions we take](#)

[How you can appeal our actions](#)

[Discord's Transparency Report](#)

[Working with law enforcement](#)

IMAGINE A PLACE

English, USA

Product

- Download
- Nitro
- Status

Company

- About
- Jobs
- Branding
- Newsroom

Resources

- College
- Support
- Safety
- Blog
- Feedback
- Developers
- StreamKit

Policies

- Terms
- Privacy
- Cookie Settings
- Guidelines
- Acknowledgements
- Licenses
- Moderation

[Sign up](#)

EXHIBIT 3

PRODUCT MANAGER, CORE PRODUCT

San Francisco Bay Area

[See All Jobs](#)

Discord is used by over 200 million people every month for many different reasons, but there's one thing that nearly everyone does on our platform: **play video games**. Over 90% of our users play games, spending a combined 1.5 billion hours playing thousands of unique titles on Discord each month. Discord plays a uniquely important role in the future of gaming. We are focused on making it easier and more fun for people to talk and hang out before, during, and after playing games.

The **Core Product** team at Discord is responsible for creating exceptional experiences that drive deeper engagement with our users and provide a strong product foundation for other teams to build upon.

We're looking for a **Product Manager** to join the Core Product organization and lead our **Diamond** initiative. This track focuses on improving the usability, cohesiveness, and effectiveness of Discord's core experiences and systems to support multiple company strategic objectives (including growth, user retention, and monetization).

What you'll be doing

- Guide the product philosophy, vision, and roadmap for **Diamond**, covering shared surfaces and systems like voice, messaging, settings, app architecture, and more.
- Lead cross-functional execution with a team of Engineering, Design, and Data Science to ship impactful improvements to Discord's core systems and surfaces
- Partner with other product teams across Discord to align on priorities and ensure foundational improvements drive higher-quality user experiences and more efficient product development

- Independently make decisions for your product area, gain buy-in from leadership, and act as a momentum catalyst for your execution team
- Clearly communicate roadmaps, priorities, experiments and decisions across a wide spectrum of audiences from partner teams to executive levels
- Define and own performance against key engagement metrics

[Log In](#)

What you should have

- 2+ years of product management experience building and shipping consumer products
- Curiosity and empathy for Discord users, with a deep understanding of gaming culture and online communities
- Strong ability to gather & interpret data, make tradeoffs, and measure impact using both quantitative and qualitative signals
- Experience with A/B testing and experimentation frameworks
- Demonstrated technical proficiency and effectiveness working closely with engineers on user-facing products at high scale
- Experience collaborating with multiple internal partners at once and effectively balancing competing needs, priorities, and constraints

Bonus Points

- BA/BS in Computer Science, Engineering, or a related technical field
- Experience building and growing consumer products, especially gaming, messaging, community, or social networking products
- Entrepreneurial experience

The US base salary range for this full-time position is \$160,000 to \$180,000 + equity + benefits. Our salary ranges are determined by role and level. Within the range, individual pay is determined by additional factors, including job-related skills, experience, and relevant education or training. Please note that the compensation details listed in US role postings reflect the base salary only, and do not include equity, or benefits.

Why Discord?

Discord plays a uniquely important role in the future of gaming. We're a n [Log In](#) tform, multigenerational and multiplayer platform that helps people deepen their friendships around games and shared interests. We believe games give us a way to have fun with our favorite people, whether listening to music together or grinding in competitive matches for diamond rank. **Join us in our mission! Your future is just a click away!**

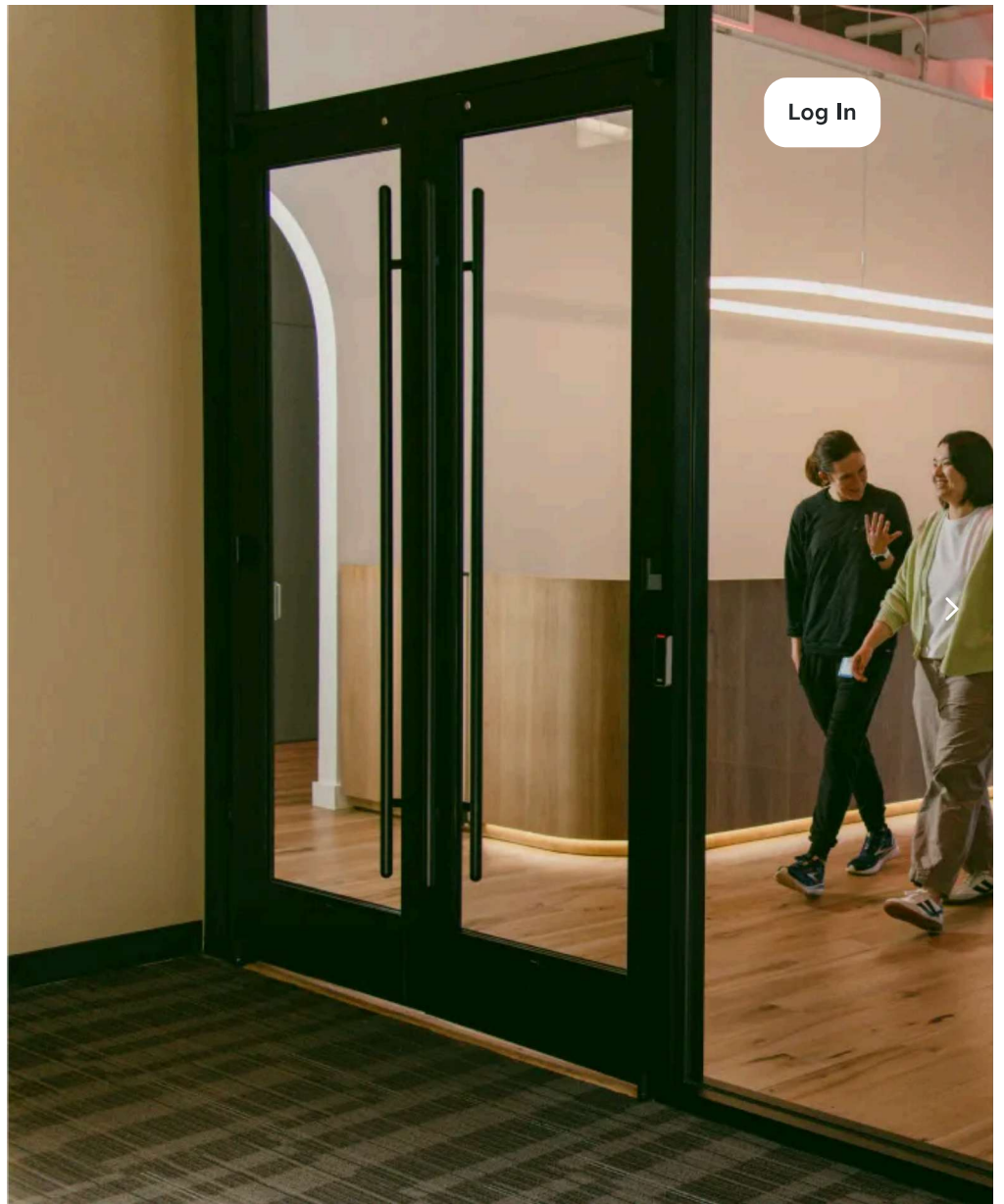
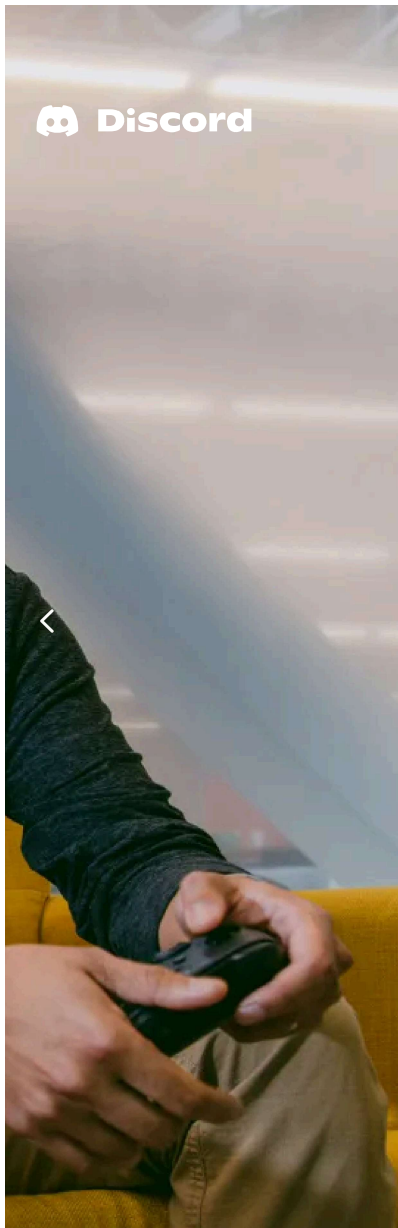
Discord is committed to inclusion and providing reasonable accommodations during the interview process. We want you to feel set up for success, so if you are in need of reasonable accommodations, please let your recruiter know.

Please see our [Applicant and Candidate Privacy Policy](#) for details regarding Discord's collection and usage of personal information relating to the application and recruitment process by clicking [HERE](#).

[Apply Now](#)

Our flexible work model empowers our people to choose where they work best: at home, in one of our offices like our San Francisco HQ, or a mix of both. While we have no requirement to work from the office, we're hiring most roles in the SF Bay Area to foster a vibrant central hub in the region.

OUR OFFICE



Robots

Discord

Discord
Language

Discord Settings

English, USA

Discord Acknowledgements

Discord Community

Discord Developer Information

Discord Quests

[Log In](#)

Discord