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13 UNITED STATES DISTRICT COURT
14 CENTRAL DISTRICT OF CALIFORNIA

15 LYNDA KELLY and MIRANDA SOEGI,
on behalf of themselves, all others similarly
16 situated and the general public,

17 Plaintiffs

18 v.

19 eHarmony, Inc., and DOES 1 through 10,
inclusive,

20 Defendants.

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CLERK OF DISTRICT COURT
CENTRAL DISTRICT OF CALIF.

Case No. **CV 09-02526 ODW AJW**

COMPLAINT

CLASS ACTION

JURY TRIAL DEMANDED

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1 Plaintiffs Lynda Kelly and Miranda Soegi by their attorneys, make the
2 following allegations and claims for their Complaint against Defendants eHarmony,
3 Inc. (hereinafter "eHarmony"), and DOES 1 through 10, inclusive. All claims
4 brought herein are asserted by Plaintiffs individually and on behalf of a nationwide
5 class. These allegations are made upon information and belief, except as to
6 allegations specifically pertaining to Plaintiffs, which are made upon knowledge.
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9 JURISDICTION AND VENUE

10 1. This Court has jurisdiction over all causes of action asserted herein
11 pursuant to 28 U.S.C. §1332(d) and the Class Action Fairness Act of 2005, Pub. L.
12 109-2 (Feb. 18, 2005), because the aggregate claims of the Class exceed the sum or
13 value of \$5,000,000.00, and there is diversity of citizenship between proposed class
14 members and Defendants; and over supplemental state law claims pursuant to 28
15 U.S.C. § 1367.
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18 2. Venue is proper in this District under 28 U.S.C. §1391(a)(1) and (2)
19 and/or Pub. L. 109-2. As set out below, Defendants made or caused their services
20 which form the basis of this action to be offered for sale and sold to the public, in this
21 District in California, specifically, from the principal offices of eHarmony located in
22 Pasadena, California. As such, all Defendants conduct substantial business in this
23 District, including conduct directed at members of the Class, including the promotion,
24 sale, and marketing of their services, sufficient to render all of them within the
25 jurisdiction of this Court. The events and conduct giving rise to the violations of law
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1 in this action constitute interstate commerce, and a significant portion thereof
2 occurred in this District.
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4 **PRELIMINARY STATEMENT**

5 3. This class action is brought by Plaintiffs seeking damages and equitable
6 relief on their own behalves and on behalf of all others similarly situated in the
7 United States who have purchased a membership for dating services provided by
8 eHarmony, all of which were delivered by eHarmony based upon identical
9 characteristic misrepresentations, to wit, that eHarmony has a scientifically proven
10 system in place which ensures the safety of its members during the matching process
11 and that only compatible and sincere singles seeking long-term relationships are
12 matched. In fact, eHarmony does not have such a system and, as a result, its
13 members have been matched with scam artists and/or have paid for services which
14 they did not receive.
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19 4. In misrepresenting the services it provides and omitting to disclose that it
20 takes no measures to protect its members from scam artists, eHarmony has
21 perpetuated a massive consumer fraud upon thousands of unsuspecting consumers
22 within the United States who have purchased its services. As of now, eHarmony has
23 neither taken steps to modify its illegal sales practices nor has it taken any other
24 appropriate remedial action.
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PARTIES

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3 5. Plaintiff Lynda Kelly resides in Santa Clara County, California. Ms.
4 Kelly first purchased eHarmony's services in or about August 31, 2008. Said
5 Plaintiff agreed to pay the premium charged by eHarmony based upon its
6 representations about the security it provided to its members and that eHarmony's
7 matching system ensured that she would be matched only with compatible and
8 sincere persons who were seeking long-term relationships. Beginning in or about
9 September 2008, eHarmony matched said Plaintiff with a person whom, according to
10 eHarmony, was named "John Williams". However, the person with whom eHarmony
11 matched said Plaintiff was not named "John Williams" but was a scam artist
12 operating from somewhere in the African Continent with no intention of having a
13 long-term relationship with said Plaintiff and instead wanted only to fraudulently
14 induce Plaintiff into giving him money for purposes that would not benefit said
15 Plaintiff in any manner.
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20 6. Plaintiff Miranda Soegi resides in Long Beach, California. Ms. Soegi
21 purchased eHarmony's services in or about 2005 through 2009 and agreed to pay the
22 premium charged by eHarmony based upon its representations about the security it
23 provided to its members and that eHarmony's matching system ensured that she
24 would be matched only with compatible and sincere persons who were seeking long-
25 term relationships. However, eHarmony has yet to provide those services as its
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1 matching system, for which she paid a premium over other dating services, does
2 nothing to screen out scam artists as set forth herein.
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4 7. Defendant eHarmony is a Delaware corporation with its principal offices
5 in Pasadena, California. eHarmony provides online dating services, including the
6 services in dispute herein, which it sells primarily on its website and causes to be
7 placed in the stream of commerce in this District and throughout the United States.
8

9 8. At this time Plaintiffs are unaware of the true names and capacities of
10 Defendants sued herein as DOES 1 through 10, inclusive, and Plaintiffs will seek
11 leave to amend this Complaint when said names and capacities have been
12 ascertained. Plaintiffs are informed and believe and thereon allege that each of the
13 DOE Defendants is in some manner responsible or liable for the acts, activities and
14 damages alleged herein.
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17 9. Plaintiffs are informed and believe and thereon allege that at all times
18 herein relevant, each of the Defendants was the agent, servant, representative and
19 employee of the remaining Defendants, and in doing the things hereinafter alleged,
20 each was acting within the course and scope of said agency and employment and with
21 the ratification and authorization of their respective principals.
22
23

24 **STATEMENT OF FACTS**

25 10. In or about August 2000, eHarmony began providing dating services to
26 the general public. eHarmony has marketed itself, and has been able to charge
27 premium prices for its services in the marketplace, by claiming that its "patented
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1 matching technology is based on more than 35 years of empirical and clinical
2 research on what goes into successful relationships, and it brings together singles
3 using a scientifically-proven set of compatibility principles.” As of the time that
4 Plaintiffs chose to purchase eHarmony’s services, eHarmony represented on its
5 website that “our patented Compatibility Matching System® narrows the field of
6 candidates to a highly select group of singles that are compatible with you. . . .
7 eHarmony does the matching for you based on 29 Dimensions™ of personality that
8 are scientifically-based predictors of long-term relationship success.” With regard to
9 its “scientific matching”, eHarmony stated, at all pertinent times, that “By combining
10 the best scientific research with detailed profiling of every member, we screen
11 thousands of profiles to bring you only the ones that have the potential to be truly
12 right for you.”

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17 11. eHarmony further marketed its services, and, again, so as to charge
18 premium prices to its members, by emphasizing that its matching technology ensured
19 “safety and security”. On its website, eHarmony indicated that “We value your
20 safety and security as much as you do. That’s why we designed eHarmony to be the
21 safest possible online relationship site” and further represented that “Our in-depth
22 Personality Profile and rigorous matching system make sure only sincere singles
23 seeking long-term relationships are matched.” eHarmony also referred to the extra
24 benefits of its “Compatibility Matching System” to justify membership fees that
25 exceed those of other dating services: “The results are matches unlike anything you
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1 will find anywhere else. The process may take longer, cost a little bit more than
2 dating services, but eHarmony isn't about dating. Our goal is to help you find your
3 soul mate. eHarmony is the most powerful system." Such representations, however,
4 are false.
5

6 12. Unfortunately, rather than using a "rigorous matching system" and other
7 procedures which "make sure only sincere singles seeking long-term relationships are
8 matched", eHarmony did not employ any meaningful measures in that respect and
9 Plaintiffs Kelly and Soegi paid for services they did not receive and, further, Plaintiff
10 Kelly was matched with a scam artist whose only intent was to steal money from said
11 Plaintiff. Based upon eHarmony's misrepresentations and concealment of material
12 fact, Plaintiffs and the Class members unknowingly purchased the dating services, at
13 a premium relative to other services in the marketplace, and have suffered damages as
14 a result.
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18 13. eHarmony has known about the deficiencies in its matching system as it
19 always has known that it could not ensure its members that their matches were safe
20 and compatible. Also, numerous members have been victimized by scam artists and
21 have notified eHarmony directly and indirectly through websites on the internet.
22 Nevertheless, eHarmony continued its practice of assuring the general public,
23 including Plaintiffs and members of the Class, that its matching system was safe and
24 would ensure that only compatible, sincere and interested persons would be matched.
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1 14. By engaging in the above described conduct, eHarmony committed acts
2 and omissions with actual malice and accompanied by a wanton and willful disregard
3 of persons, including Plaintiffs and members of the Class, who foreseeably might by
4 harmed by those acts and omissions.
5

6 15. As a direct result of eHarmony's actions set forth herein, Plaintiffs and
7 the consumers who comprise the Class who have purchased eHarmony's dating
8 services have suffered injury in fact, have been damaged and have suffered a loss of
9 money or property for paying at least hundreds of dollars for services that were not
10 provided as represented.
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13 CLASS ACTION ALLEGATIONS

14 16. Plaintiffs bring this action on behalf of themselves and all other
15 members of a class consisting of all purchasers of eHarmony's services in the United
16 States (the "Class"). Excluded from the Class are Defendants herein, and any person,
17 firm, trust, corporation or other entity related to or affiliated with any of the
18 Defendants, including, without limitation, persons who are directors of Defendants or
19 any of Defendants' controlling parties.
20
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22 17. The Class is composed of tens of thousands, if not hundreds of
23 thousands, of persons nationwide and is sufficiently numerous for class treatment.
24 The joinder of all Class members individually in one action would be impracticable,
25 and the disposition of their claims in a class action will provide substantial benefits to
26 the parties and the Court.
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1 18. Plaintiffs' claims are typical of the claims of the Class, and Plaintiffs
2 have no interests adverse to the interests of other Class members.
3

4 19. This dispute raises questions of law and fact that are common to all
5 Class members. Those common questions predominate over questions that arise on
6 an individual basis for Class members. The common questions of law and fact
7 include, without limitation:
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10 a. Whether eHarmony's representations, omissions, and conduct
11 regarding its dating services were misleading or false;
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13 b. Whether eHarmony's representations and conduct were likely to
14 deceive consumers into believing that its dating services would ensure safety
15 and matching only with compatible and sincere persons seeking long-term
16 relationships;
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18 c. Whether eHarmony violated California Business and Professions
19 Code section 17200, et seq., section 17500, et seq., and California Civil Code
20 section 1750, et seq.;
21

22 d. When eHarmony initiated the deceptive marketing campaign
23 alleged herein;
24

25 e. Whether eHarmony undertook a course of improper conduct to
26 conceal the true extent of its matching system;
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1 f. Whether the members of the Class have been injured by
2 eHarmony's conduct;
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4 g. Whether the members of the Class have sustained damages and
5 are entitled to restitution as a result of eHarmony's wrongdoing and, if so, what
6 is the proper measure and appropriate formula to be applied in determining
7 such damages and restitution; and
8

9 h. Whether the members of the Class are entitled to injunctive relief.
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11 20. Plaintiffs will fairly and adequately protect the interests of the Class and
12 have retained counsel experienced and competent in the prosecution of class action
13 litigation.
14

15 21. A class action is superior to other methods for the fair and efficient
16 adjudication of the claims herein asserted. Plaintiffs anticipate that no unusual
17 difficulties are likely to be encountered in the management of this class action.
18

19 22. A class action will permit a large number of similarly situated persons to
20 prosecute their common claims in a single forum simultaneously, efficiently, and
21 without the duplication of effort and expense that numerous individual actions would
22 engender. Class treatment also will permit the adjudication of relatively small claims
23 by many Class members who could not otherwise afford to seek legal redress for the
24 wrongs complained of herein. If a Class or general public action is not permitted,
25 Class members will continue to suffer losses and Defendants' misconduct will
26 continue without proper remedy.
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1 23. Defendants have acted and refused to act on grounds generally
2 applicable to the entire Class, thereby making appropriate final injunctive relief or
3 corresponding declaratory relief with respect to the Class as a whole.
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5 24. The nature of notice to the proposed class is contemplated to be by email
6 and direct mail upon certification of the class or, if such notice is not practicable, by
7 the best notice practicable under the circumstance including, but not limited to,
8 publication in major newspapers and on the internet.
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11 **FIRST CAUSE OF ACTION**
12 **Unlawful, Unfair and Fraudulent Business Acts and**
13 **Practices in Violation of Cal. Bus. & Prof. Code §17200, et seq.**

14 **(Against All Defendants)**

15 25. Each of the above allegations is incorporated herein.

16 26. eHarmony's aforementioned misrepresentations and omissions of fact
17 and wrongful warranty practices were largely disseminated and directed from the
18 principal offices of eHarmony in Pasadena, California. Therefore, based upon the
19 choice of law rules applied in this District, Plaintiffs preliminarily identify the
20 substantive laws of California as the most likely to apply to the errors and omissions
21 complained of herein.
22
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24 27. The acts, practices, misrepresentations and omissions by eHarmony
25 described above, and eHarmony's dissemination of deceptive and misleading
26 advertising and marketing materials in connection therewith, constitute unlawful,
27 unfair and fraudulent business acts and practices and untrue and misleading
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1 advertising within the meaning of California Business & Professions Code §17200, et
2 seq.

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4 28. eHarmony engaged in “unfair” business acts or practices by the
5 promotional efforts undertaken and disseminated. eHarmony knew that its dating
6 services were not as it represented, and it determined to nevertheless benefit
7 economically by providing its dating services to consumers. eHarmony’s misconduct
8 offends public policy and is immoral, unscrupulous, unethical and offensive, and
9 causes substantial injury to consumers.
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12 29. eHarmony’s unlawful, fraudulent or unfair business acts and practices
13 present a continuing threat to Plaintiffs, Class members and the general public in that
14 eHarmony has refused to publicly acknowledge its wrongdoing, correct its
15 wrongdoing, and provide compensation for the damages it has caused to consumers.
16

17 30. Pursuant to California Business & Professions Code §17203, Plaintiffs,
18 on behalf of themselves, the other Class members, and the general public, seek an
19 order of this Court enjoining eHarmony from representing to the general public that
20 their dating services are safe and ensure that members will be matched only with
21 others who are compatible, sincere and seeking long-term relationships. Plaintiffs, on
22 the same basis, seek restitution of any monies wrongfully acquired or retained by
23 eHarmony and disgorgement of eHarmony’s ill-gotten gains obtained by means of its
24 unfair practices.
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SECOND CAUSE OF ACTION
Untrue and Misleading Advertising in Violation
of Cal. Bus. & Prof. Code §17500, et seq.
(Against All Defendants)

31. Each of the above allegations is incorporated herein.

32. California Business & Professions Code §17500 prohibits various deceptive practices in connection with the dissemination in any manner of representations for the purpose of inducing, or which are likely to induce, directly or indirectly, customers to purchase services such as the dating services here at issue.

33. eHarmony's acts, practices, misrepresentations and omissions alleged herein were intended to, and did, induce the consuming public to purchase its dating services, and violated and continue to violate Business & Professions Code §17500, in that eHarmony caused advertisements for its dating services to be placed before the general public, but eHarmony's services did not conform to the advertisements.

34. As a result of the foregoing, Plaintiffs, other Class members, and the general public are entitled to injunctive and equitable relief, restitution, and an order requiring disgorgement of eHarmony's ill gotten gains, as described above.

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THIRD CAUSE OF ACTION
Unlawful Practice in Sale of Consumer Goods in Violation of
CA Consumers Legal Remedies Act, Cal. Civ. Code §1750, et. seq.

(Against All Defendants)

(Injunctive Relief Only)

35. Each of the above allegations is incorporated herein.

1 36. This cause of action is brought pursuant to the California Consumers
2 Legal Remedies Act, Cal. Civ. Code §1750, *et seq.* (the "CLRA"). This cause of
3 action does not seek monetary damages at this point, but is limited solely to
4 injunctive relief. Plaintiffs will amend this Class Action Complaint to seek damages
5 in accordance with the CLRA after providing the Defendant with notice pursuant to
6 Cal. Civ. Code § 1782.
7

9 37. The dating services as described above were bought by Plaintiffs, and
10 other consumers similarly situated, primarily for personal, family or household
11 purposes.
12

13 38. Prior to Plaintiffs' purchases of the above-mentioned dating services,
14 Defendants violated California Civil Code §1770 in the following respects:
15

16 a. In violation of California Civil Code §1770(a)(5), eHarmony
17 misrepresented that its dating services had characteristics which they do not
18 have by representing that said services were safe and ensured matching with
19 compatible and sincere members seeking long-term relationships when in fact
20 eHarmony knew that it could neither ensure safety nor the matching of its
21 members with only those who were compatible and sincerely seeking long-
22 term relationships;
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25 b. In violation of California Civil Code §1770(a)(5), eHarmony
26 misrepresented that its dating services had uses which they do not have by
27 representing that said services were safe and ensured matching with compatible
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1 and sincere members seeking long-term relationships when in fact eHarmony
2 knew that it could neither ensure safety nor the matching of its members with
3 only those who were compatible and sincerely seeking long-term relationships;
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5 c. In violation of California Civil Code §1770(a)(5), eHarmony
6 misrepresented that its dating services had benefits which they do not have by
7 representing that said services were safe and ensured matching with compatible
8 and sincere members seeking long-term relationships when in fact eHarmony
9 knew that it could neither ensure safety nor the matching of its members with
10 only those who were compatible and sincerely seeking long-term relationships;
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12 d. In violation of California Civil Code §1770(a)(7), eHarmony
13 misrepresented that its dating services were of a particular standard by
14 representing that said services were safe and ensured matching with compatible
15 and sincere members seeking long-term relationships when in fact eHarmony
16 knew that it could neither ensure safety nor the matching of its members with
17 only those who were compatible and sincerely seeking long-term relationships;
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19 e. In violation of California Civil Code §1770(a)(7), eHarmony
20 misrepresented that its dating services were of a particular quality by
21 representing that said services were safe and ensured matching with compatible
22 and sincere members seeking long-term relationships when in fact eHarmony
23 knew that it could neither ensure safety nor the matching of its members with
24 only those who were compatible and sincerely seeking long-term relationships;
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1 f. In violation of California Civil Code §1770(a)(9), eHarmony
2 advertised its dating services with intent not to sell them as advertised by
3 representing that said services were safe and ensured matching with compatible
4 and sincere members seeking long-term relationships when in fact eHarmony
5 knew that it could neither ensure safety nor the matching of its members with
6 only those who were compatible and sincerely seeking long-term relationships;
7 and
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10 g. In violation of California Civil Code §1770(a)(16), eHarmony
11 misrepresented that its dating services had been supplied in accordance with a
12 previous representation when it had not by representing that said services were
13 safe and ensured matching with compatible and sincere members seeking long-
14 term relationships when in fact eHarmony knew that it could neither ensure
15 safety nor the matching of its members with only those who were compatible
16 and sincerely seeking long-term relationships.
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20 39. Plaintiffs are informed and believe and thereon allege that the above-
21 mentioned misrepresentations resulted in the sale of the subject dating services to
22 Plaintiffs and to other consumers similarly situated.
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24 40. Pursuant to California Civil Code section 1780, Plaintiffs, on behalf of
25 themselves, the other Class members, and the general public, seek an order of this
26 Court enjoining the Defendants from continuing the methods, acts and practices set
27 out above regarding their misrepresentations regarding Defendants' dating services.
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2 **FOURTH CAUSE OF ACTION**
3 **Unfair and Deceptive Acts and Practices Under the Various State Laws in**
4 **Which Class Members Reside, Stated in the Alternative to the First and Second**
5 **Causes of Action, if the Court Eventually Determines that the Laws of a**
6 **Consumers' Residence – and Not those of the State of California -- Apply to**
7 **EHarmony's Wrongful, Unfair, and Deceptive Acts**

8
9 **(Against All Defendants)**

10 41. Each of the above allegations is incorporated herein.

11 42. Plaintiffs assert that since eHarmony's wrongful acts and practices were
12 directed and disseminated from eHarmony's headquarters in Pasadena, California, the
13 choice of law rules in this Circuit render it likely that the California consumer
14 protection statutes will be applied to the claims of class members nationwide. As the
15 choice of law question cannot be conclusively addressed at this point in the litigation,
16 Plaintiffs state the following alternative causes of action under the laws of the States
17 of residence of class members, if it is later determined by the Court that the choice of
18 law rules require the application of these State laws, and not exclusively those of
19 California.

20 43. The practices discussed above, including but not limited to eHarmony's
21 misrepresentations and concealment about its dating services, all constitute unfair
22 competition or unfair, unconscionable, deceptive, fraudulent, or unlawful acts or
23 business practices in violation of the state consumer protection statutes listed in ¶¶
24 44-90, below.
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1 44. Defendants have engaged in unfair competition or unfair or deceptive
2 acts or practices in violation of Alaska Stat. § 45.50.471, et seq. In particular, Alaska
3 law provides, “(a) Unfair methods of competition and unfair or deceptive acts or
4 practices in the conduct of trade or commerce are declared to be unlawful. (b) The
5 terms ‘unfair methods of competition’ and ‘unfair or deceptive acts or practices’
6 include, but are not limited to, the following acts: . . . (4) representing that goods or
7 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
8 quantities that they do not have . . . ; . . . (6) representing that goods or services are of
9 a particular standard, quality, or grade, or that goods are of a particular style or
10 model, if they are of another; . . . (8) advertising goods or services with intent not to
11 sell them as advertised; . . . (11) engaging in any other conduct creating a likelihood
12 of confusion or of misunderstanding and which misleads, deceives or damages a
13 buyer or a competitor in connection with the sale or advertisement of goods or
14 services; . . . (12) using or employing deception, fraud, false pretense, false promise,
15 misrepresentation, or knowingly concealing, suppressing, or omitting a material fact
16 with intent that others rely upon the concealment, suppression, or omission in
17 connection with the sale or advertisement of goods or services whether or not a
18 person has in fact been misled, deceived or damaged; . . . (15) knowingly making
19 false or misleading statements concerning the need for parts, replacement, or repair
20 service” Alaska Stat. § 45.50.471. By misrepresenting that its dating services
21 ensured safety and that it matched only compatible persons who were sincere about
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1 entering into long-term relationships, Defendants violated Alaska Stat. Ann.
2 45.50.471.

3
4 45. Defendants have engaged in unfair competition or unfair or deceptive
5 acts or practices in violation of Ariz. Rev. Stat. § 44-1521, et seq. Particularly,
6 Arizona law prohibits “The act, use or employment by any person of any deception,
7 deceptive act or practice, fraud, false pretense, false promise, misrepresentation, or
8 concealment, suppression or omission of any material fact with intent that others rely
9 upon such concealment, suppression or omission, in connection with the sale or
10 advertisement of any merchandise whether or not any person has in fact been misled,
11 deceived or damaged thereby, is declared to be an unlawful practice.” Ariz. Rev.
12 Stat. Ann. § 44-1522(A). By misrepresenting that its dating services ensured safety
13 and that it matched only compatible persons who were sincere about entering into
14 long-term relationships, Defendants violated Ariz. Rev. Stat. Ann. § 44-1522(A).

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16 46. Defendants have engaged in unfair competition or unfair or deceptive
17 acts or practices in violation of Ark. Code Ann. § 4-88-101, et seq. In particular,
18 Arkansas law provides, “(a) Deceptive and unconscionable trade practices made
19 unlawful and prohibited by this chapter include, but are not limited to, the following:
20 (1) Knowingly making a false representation as to the characteristics, ingredients,
21 uses, benefits, alterations, source, sponsorship, approval, or certification of goods or
22 services or as to whether goods are original or new or of a particular standard,
23 quality, grade, style, or model; . . . (3) Advertising the goods or services with the
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1 intent not to sell them as advertised; . . . (10) Engaging in any other unconscionable,
2 false, or deceptive act or practice in business, commerce, or trade. . . .” Ark Code
3 Ann. § 4-88-107. Arkansas law further provides, “When utilized in connection with
4 the sale or advertisement of any goods, services, or charitable solicitation, the
5 following shall be unlawful: (1) The act, use, or employment by any person of any
6 deception, fraud, or false pretense; or (2) The concealment, suppression, or omission
7 of any material fact with intent that others rely upon the concealment, suppression, or
8 omission.” Ark Code Ann. § 4-88-108. By misrepresenting that its dating services
9 ensured safety and that it matched only compatible persons who were sincere about
10 entering into long-term relationships, Defendants violated Ark Code Ann. §§ 4-88-
11 107, 4-88-108.

12 47. Defendants have engaged in unfair competition or unfair or deceptive
13 acts or practices or have made false representations in violation of Colo. Rev. Stat. §
14 6-1-101, et seq. In particular, Colorado law provides, “(1) A person engages in a
15 deceptive trade practice when, in the course of such person’s business, vocation, or
16 occupation, such person: . . . (e) Knowingly makes a false representation as to the
17 characteristics, ingredients, uses, benefits, alterations, or quantities of goods, food,
18 services, or property or a false representation as to the sponsorship, approval, status,
19 affiliation, or connection of a person therewith; . . . (g) Represents that goods, food,
20 services, or property are of a particular standard, quality, or grade, or that goods are
21 of a particular style or model, if he knows or should know that they are of another; . .

1 . (i) Advertises goods, services, or property with intent not to sell them as advertised;
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3 . . . (u) Fails to disclose material information concerning goods, services, or property
4 which information was known at the time of an advertisement or sale if such failure
5 to disclose such information was intended to induce the consumer to enter into a
6 transaction . . . ”. Colo. Rev. Stat. § 6-1-105. By misrepresenting that its dating
7 services ensured safety and that it matched only compatible persons who were sincere
8 about entering into long-term relationships, Defendants violated Colo. Rev. Stat. § 6-
9
10 1-105.

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12 48. Defendants have engaged in unfair competition or unfair or deceptive
13 acts or practices in violation of Conn. Gen. Stat. § 42-110a, et seq. In particular,
14 Connecticut law provides that “(a) No person shall engage in unfair methods of
15 competition and unfair or deceptive acts or practices in the conduct of any trade or
16 commerce.” Conn. Gen. Stat. § 42-110b. By misrepresenting that its dating services
17 ensured safety and that it matched only compatible persons who were sincere about
18 entering into long-term relationships, Defendants violated Conn. Gen. Stat. § 42-
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20 110b.

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22 49. Defendants have engaged in unfair competition or unfair or deceptive
23 acts or practices in violation of Del. Code Ann. tit. 6, § 2511, et seq. In particular,
24 Delaware law provides that “The act, use or employment by any person of any
25 deception, fraud, false pretense, false promise, misrepresentation, or the concealment,
26 suppression, or omission of any material fact with intent that others rely upon such
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1 concealment, suppression or omission, in connection with the sale, lease or
2 advertisement of any merchandise, whether or not any person has in fact been misled,
3 deceived or damaged thereby, is an unlawful practice.” Del. Code Ann. tit. 6, §
4 2513(a). By misrepresenting that its dating services ensured safety and that it
5 matched only compatible persons who were sincere about entering into long-term
6 relationships, Defendants violated Del. Code Ann. tit. 6, § 2513(a).
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9 50. Defendants have engaged in unfair competition or unfair or deceptive
10 acts or practices or made false representations in violation of D.C. Code § 28-3901, et
11 seq. Particularly, District of Columbia law provides, “It shall be a violation of this
12 chapter, whether or not any consumer is in fact misled, deceived or damaged thereby,
13 for any person to: (a) represent that goods or services have a source, sponsorship,
14 approval, certification, accessories, characteristics, ingredients, uses, benefits, or
15 quantities that they do not have; . . . (d) represent that goods or services are of
16 particular standard, quality, grade, style, or model, if in fact they are of another; (e)
17 misrepresent as to a material fact which has a tendency to mislead; (f) fail to state a
18 material fact if such failure tends to mislead; . . . (h) advertise or offer goods or
19 services without the intent to sell them or without the intent to sell them as advertised
20 or offered” D.C. Code § 28-3904. By misrepresenting that its dating services
21 ensured safety and that it matched only compatible persons who were sincere about
22 entering into long-term relationships, Defendants violated D.C. Code § 28-3904.
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1 51. Defendants have engaged in unfair competition or unfair or deceptive
2 acts or practices in violation of Fla. Stat. § 501.201, et seq. In particular, Florida law
3 provides, “(1) Unfair methods of competition, unconscionable acts or practices, and
4 unfair or deceptive acts or practices in the conduct of any trade or commerce are
5 hereby declared unlawful.” Fla. Stat. § 501.204(1). By misrepresenting that its
6 dating services ensured safety and that it matched only compatible persons who were
7 sincere about entering into long-term relationships, Defendants violated Fla. Stat. §
8 501.204(1).
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12 52. Defendants have engaged in unfair competition or unfair or deceptive
13 acts or practices in violation of Ga. Code Ann. §10-1-390, et seq. In particular,
14 Georgia law provides, “(a) A person engages in a deceptive trade practice when, in
15 the course of his business, vocation, or occupation, he: . . . (5) Represents that goods
16 or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
17 quantities that they do not have . . . ; . . . (7) Represents that goods or services are of a
18 particular standard, quality, or grade or that goods are of a particular style or model, if
19 they are of another; . . . (9) Advertises goods or services with intent not to sell them
20 as advertised”. Ga. Code Ann. § 10-1-372. Georgia law further provides, “(a) Unfair
21 or deceptive acts or practices in the conduct of consumer transactions and consumer
22 acts or practices in trade or commerce are declared unlawful. (b) By way of
23 illustration only and without limiting the scope of subsection (a) of this Code section,
24 the following practices are declared unlawful: . . . (5) Representing that goods or
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1 services have sponsorship, approval, characteristics, ingredients, uses, benefits, or
2 quantities that they do not have ; . . . (7) Representing that goods or services are
3 of a particular standard, quality, or grade or that goods are of a particular style or
4 model, if they are of another; . . . (9) Advertising goods or services with intent not to
5 sell them as advertised ” Ga. Code Ann. § 10-1-393(a). By misrepresenting that
6 its dating services ensured safety and that it matched only compatible persons who
7 were sincere about entering into long-term relationships, Defendants violated Ga.
8 Code Ann. §§ 10-1-372, 10-1-393(a).

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12 53. Defendants have engaged in unfair competition or unfair or deceptive
13 acts or practices in violation of Haw. Rev. Stat. § 480-1, et seq. In particular, Hawaii
14 law provides, “(a) Unfair methods of competition and unfair or deceptive acts or
15 practices in the conduct of any trade or commerce are unlawful.” Haw. Rev. Stat. §
16 480-2. Hawaii law further provides, “(a) A person engages in a deceptive trade
17 practice when, in the course of the person’s business, vocation, or occupation, the
18 person: . . . (5) Represents that goods or services have sponsorship, approval,
19 characteristics, ingredients, uses, benefits, or quantities that they do not have . . . ; . . .
20 (7) Represents that goods or services are of a particular standard, quality, or grade, or
21 that goods are of a particular style or model, if they are of another; . . . (9) Advertises
22 goods or services with intent not to sell them as advertised; . . . (12) Engages in any
23 other conduct which similarly creates a likelihood of confusion or of
24 misunderstanding.” Haw. Rev. Stat. § 481A-3. By misrepresenting that its dating
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1 services ensured safety and that it matched only compatible persons who were sincere
2 about entering into long-term relationships, Defendants violated Haw. Rev. Stat. §§
3 480-2, 481A-3.
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5 54. Defendants have engaged in unfair competition or unfair or deceptive
6 acts or practices in violation of Idaho Code Ann. § 48-601, et seq. In particular,
7 Idaho law provides, “The following unfair methods of competition and unfair or
8 deceptive acts or practices in the conduct of any trade or commerce are hereby
9 declared to be unlawful, where a person knows, or in the exercise of due care should
10 know, that he has in the past, or is: . . . (5) Representing that goods or services have
11 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that
12 they do not have . . . ; . . . (7) Representing that goods or services are of a particular
13 standard, quality, or grade, or that goods are of a particular style or model, if they are
14 of another; . . . (9) Advertising goods or services with intent not to sell them as
15 advertised; . . . (17) Engaging in any act or practice which is otherwise misleading,
16 false, or deceptive to the consumer” Idaho Code Ann. § 48-603. By
17 misrepresenting that its dating services ensured safety and that it matched only
18 compatible persons who were sincere about entering into long-term relationships,
19 Defendants violated Idaho Code Ann. § 48-603.
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25 55. Defendants have engaged in unfair competition or unfair or deceptive
26 acts or practices in violation of 815 Ill. Comp. Stat. 505/1, et seq. In particular,
27 Illinois law provides, “Unfair methods of competition and unfair or deceptive acts or
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1 practices, including but not limited to the use or employment of any deception, fraud,
2 false pretense, false promise, misrepresentation or the concealment, suppression or
3 omission of any material fact, with intent that others rely upon the concealment,
4 suppression or omission of such material fact, or the use or employment of any
5 practice described in Section 2 of the 'Uniform Deceptive Trade Practices Act',
6 approved August 5, 1965, [footnote] in the conduct of any trade or commerce are
7 hereby declared unlawful whether any person has in fact been misled, deceived or
8 damaged thereby. . . ." 815 Ill. Comp. Stat. 505/2. By misrepresenting that its dating
9 services ensured safety and that it matched only compatible persons who were sincere
10 about entering into long-term relationships, Defendants violated 815 Ill. Comp. Stat.
11 505/2.
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16 56. Defendants have engaged in unfair competition or unfair or deceptive
17 acts or practices in violation of Ind. Code § 24-5-0.5-1, et seq. In particular, Indiana
18 law provides, "(a) The following acts or representations as to the subject matter of a
19 consumer transaction, made orally, in writing, or by electronic communication, by a
20 supplier, are deceptive acts: (1) That such subject of a consumer transaction has
21 sponsorship, approval, performance, characteristics, accessories, uses, or benefits it
22 does not have which the supplier knows or should reasonably know it does not have.
23 (2) That such subject of a consumer transaction is of a particular standard, quality,
24 grade, style, or model, if it is not and if the supplier knows or should reasonably
25 know that it is not. . . . (11) That the consumer will be able to purchase the subject of
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1 the consumer transaction as advertised by the supplier, if the supplier does not intend
2 to sell it.” Ind. Code § 24-5-0.5-3. By misrepresenting that its dating services
3 ensured safety and that it matched only compatible persons who were sincere about
4 entering into long-term relationships, Defendants violated Ind. Code § 24-5-0.5-3.
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6 57. Defendants have engaged in unfair competition or unfair or deceptive
7 acts or practices in violation of Kan. Stat. Ann. § 50-623, et seq. In particular,
8 Kansas law provides, “(a) No supplier shall engage in any deceptive act or practice in
9 connection with a consumer transaction; (b) Deceptive acts and practices include, but
10 are not limited to, the following, each of which is hereby declared to be a violation of
11 this act, whether or not any consumer has in fact been misled: (1) Representations
12 made knowingly or with reason to know that: (A) Property or services have
13 sponsorship, approval, accessories, characteristics, ingredients, uses, benefits or
14 quantities that they do not have; . . . (D) property or services are of particular
15 standard, quality, grade, style or model, if they are of another which differs materially
16 from the representation; . . . (F) property or services has uses, benefits or
17 characteristics unless the supplier relied upon and possesses a reasonable basis for
18 making such representation; or (G) use, benefit or characteristic of property or
19 services has been proven or otherwise substantiated unless the supplier relied upon
20 and possesses the type and amount of proof or substantiation represented to exist; (2)
21 the willful use, in any oral or written representation, of exaggeration, falsehood,
22 innuendo or ambiguity as to a material fact; (3) the willful failure to state a material
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1 fact, or the willful concealment, suppression or omission of a material fact”

2 Kan. Stat. Ann. § 50-626. By misrepresenting that its dating services ensured safety
3 and that it matched only compatible persons who were sincere about entering into
4 long-term relationships, Defendants violated Kan. Stat. Ann. § 50-626.
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6 58. Defendants have engaged in unfair competition or unfair or deceptive
7 acts or practices in violation of Ky. Rev. Stat. Ann. § 367.110, et seq. In particular,
8 Kentucky law provides, “(1) Unfair, false, misleading, or deceptive acts or practices
9 in the conduct of any trade or commerce are hereby declared unlawful. (2) For the
10 purposes of this section, unfair shall be construed to mean unconscionable.” Ky.
11 Rev. Stat. Ann. § 367.170. By misrepresenting that its dating services ensured safety
12 and that it matched only compatible persons who were sincere about entering into
13 long-term relationships, Defendants violated Ky. Rev. Stat. Ann. § 367.170.
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15 59. Defendants have engaged in unfair competition or unfair or deceptive
16 acts or practices in violation of La. Rev. Stat. Ann. § 51:1401, et seq. Particularly,
17 Louisiana law provides, “Unfair methods of competition and unfair or deceptive acts
18 or practices in the conduct of any trade or commerce are hereby declared unlawful.”
19 La. Rev. Stat. Ann. § 51:1405A. By misrepresenting that its dating services ensured
20 safety and that it matched only compatible persons who were sincere about entering
21 into long-term relationships, Defendants violated La. Rev. Stat. Ann. § 51:1405A.
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23 60. Defendants have engaged in unfair competition or unfair or deceptive
24 acts or practices in violation of 5 Me. Rev. Stat. Ann. tit. 5, § 205-A, et seq. In
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1 particular, Maine law provides, "Unfair methods of competition and unfair or
2 deceptive acts or practices in the conduct of any trade or commerce are declared
3 unlawful." Me. Rev. Stat. Ann. tit. 5, § 207. By misrepresenting that its dating
4 services ensured safety and that it matched only compatible persons who were sincere
5 about entering into long-term relationships, Defendants violated Me. Rev. Stat. Ann.
6 tit. 5, § 207.
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9 61. Defendants have engaged in unfair competition or unfair or deceptive
10 acts or practices in violation of Md. Code Ann., Com. Law § 13-101, et seq. In
11 particular, Maryland law provides, "Unfair or deceptive trade practices include any:
12 (1) False, falsely disparaging, or misleading oral or written statement, visual
13 description, or other representation of any kind which has the capacity, tendency, or
14 effect of deceiving or misleading consumers; (2) Representation that: (i) Consumer
15 goods, consumer realty, or consumer services have a sponsorship, approval,
16 accessory, characteristic, ingredient, use, benefit, or quantity which they do not have;
17 . . . or . . . (iv) Consumer goods, consumer realty, or consumer services are of a
18 particular standard, quality, grade, style, or model which they are not; (3) Failure to
19 state a material fact if the failure deceives or tends to deceive; . . . (5) Advertisement
20 or offer of consumer goods, consumer realty, or consumer services: (i) Without intent
21 to sell, lease, or rent them as advertised or offered; . . . (9) Deception, fraud, false
22 pretense, false premise, misrepresentation, or knowing concealment, suppression, or
23 omission of any material fact with the intent that a consumer rely on the same in
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1 connection with: (i) The promotion or sale of any consumer goods, consumer realty,
2 or consumer service” Md. Code Ann., Com. Law § 13-301. By misrepresenting
3 that its dating services ensured safety and that it matched only compatible persons
4 who were sincere about entering into long-term relationships, Defendants violated
5 Md. Code Ann., Com. Law § 13-301.
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8 62. Defendants have engaged in unfair competition or unfair or deceptive
9 acts or practices in violation of Mass. Gen. Laws ch. 93A, § 1, et seq. In particular,
10 Massachusetts law provides “(a) Unfair methods of competition and unfair or
11 deceptive acts or practices in the conduct of any trade or commerce are hereby
12 declared unlawful.” Mass. Gen. Laws ch. 93A, § 2. By misrepresenting that its
13 dating services ensured safety and that it matched only compatible persons who were
14 sincere about entering into long-term relationships, Defendants violated Mass. Gen.
15 Laws ch. 93A, § 2.
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18 63. Defendants have engaged in unfair competition or unfair or deceptive
19 acts or practices in violation of Mich. Comp. Laws § 445.901, et seq. In particular,
20 Michigan law provides, “(1) Unfair, unconscionable, or deceptive methods, acts, or
21 practices in the conduct of trade or commerce are unlawful and are defined as
22 follows: . . . (c) Representing that goods or services have sponsorship, approval,
23 characteristics, ingredients, uses, benefits, or quantities that they do not have . . . (e)
24 Representing that goods or services are of a particular standard, quality, or grade, or
25 that goods are of a particular style or model, if they are of another. . . . (g)
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1 Advertising or representing goods or services with intent not to dispose of those
2 goods or services as advertised or represented. . . . (s) Failing to reveal a material
3 fact, the omission of which tends to mislead or deceive the consumer, and which fact
4 could not reasonably be known by the consumer. . . . (bb) Making a representation
5 of fact or statement of fact material to the transaction such that a person reasonably
6 believes the represented or suggested state of affairs to be other than it actually is. . . .
7 (cc) Failing to reveal facts that are material to the transaction in light of
8 representations of fact made in a positive manner.” Mich. Comp. Laws § 445.903.
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10 By misrepresenting that its dating services ensured safety and that it matched only
11 compatible persons who were sincere about entering into long-term relationships,
12 Defendants violated Mich. Comp. Laws § 445.903.
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16 64. Defendants have engaged in unfair competition or unfair or deceptive
17 acts or practices in violation of Minn. Stat. § 8.31, et seq. In particular, Minnesota
18 law provides, “A person engages in a deceptive trade practice when, in the course of
19 business, vocation, or occupation, the person: . . . (5) represents that goods or services
20 have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities
21 that they do not have . . . ; . . . (7) represents that goods or services are of a particular
22 standard, quality, or grade, or that goods are of a particular style or model, if they are
23 of another; . . . (9) advertises goods or services with intent not to sell them as
24 advertised; . . . or (13) engages in any other conduct which similarly creates a
25 likelihood of confusion or of misunderstanding.” Minn. Stat. § 325D.44, sub. 1.
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1 Minnesota law further provides, "Any person, firm, corporation, or association who,
2 with intent to sell or in anywise dispose of merchandise, securities, service, or
3 anything offered by such person, firm, corporation, or association, directly or
4 indirectly, to the public, for sale or distribution, or with intent to increase the
5 consumption thereof, or to induce the public in any manner to enter into any
6 obligation relating thereto, or to acquire title thereto, or any interest therein, makes,
7 publishes, disseminates, circulates, or places before the public, or causes, directly or
8 indirectly, to be made, published, disseminated, circulated, or placed before the
9 public, in this state, in a newspaper or other publication, or in the form of a book,
10 notice, handbill, poster, bill, label, price tag, circular, pamphlet, program, or letter, or
11 over any radio or television station, or in any other way, an advertisement of any sort
12 regarding merchandise, securities, service, or anything so offered to the public, for
13 use, consumption, purchase, or sale, which advertisement contains any material
14 assertion, representation, or statement of fact which is untrue, deceptive, or
15 misleading, shall, whether or not pecuniary or other specific damage to any person
16 occurs as a direct result thereof, be guilty of a misdemeanor, and any such act is
17 declared to be a public nuisance and may be enjoined as such." Minn. Stat. §
18 325F.67. Minnesota law provides as well that, "The act, use, or employment by any
19 person of any fraud, false pretense, false promise, misrepresentation, misleading
20 statement or deceptive practice, with the intent that others rely thereon in connection
21 with the sale of any merchandise, whether or not any person has in fact been misled,

1 deceived, or damaged thereby, is enjoined” Minn. Stat. § 325F.69, sub. 1. By
2 misrepresenting that its dating services ensured safety and that it matched only
3 compatible persons who were sincere about entering into long-term relationships,
4 Defendants violated Minn. Stat. §§ 325D.44, sub. 1, 325F.67 and 325F.69, sub. 1.
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6 65. Defendants have engaged in unfair competition or unfair or deceptive
7 acts or practices in violation of Mo. Rev. Stat. § 407.010, et seq. In particular
8 Missouri law provides, “The act, use or employment by any person of any deception,
9 fraud, false pretense, false promise, misrepresentation, unfair practice or the
10 concealment, suppression, or omission of any material fact in connection with the
11 sale or advertisement of any merchandise in trade or commerce . . . , in or from the
12 state of Missouri, is declared to be an unlawful practice. . . .” Mo. Rev. Stat. §
13 407.020.1. By misrepresenting that its dating services ensured safety and that it
14 matched only compatible persons who were sincere about entering into long-term
15 relationships, Defendants violated Mo. Rev. Stat. § 407.020.1.
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17 66. Defendants have engaged in unfair competition or unfair or deceptive
18 acts or practices in violation of Mont. Code Ann. § 30-14-101, et seq. In particular,
19 Montana law provides, “Unfair methods of competition and unfair or deceptive acts
20 or practices in the conduct of any trade or commerce are unlawful.” Mont. Code
21 Ann. § 30-14-103. By misrepresenting that its dating services ensured safety and that
22 it matched only compatible persons who were sincere about entering into long-term
23 relationships, Defendants violated Mont. Code Ann. § 30-14-103.
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1 67. Defendants have engaged in unfair competition or unfair or deceptive
2 acts or practices in violation of Neb. Rev. Stat. § 59-1601, et seq. In particular,
3 Nebraska law provides, "Unfair methods of competition and unfair or deceptive acts
4 or practices in the conduct of any trade or commerce shall be unlawful." Neb. Rev.
5 Stat. § 59-1602. Nebraska law further provides, "(a) A person engages in a deceptive
6 trade practice when, in the course of his or her business, vocation, or occupation, he
7 or she: . . . (5) Represents that goods or services have sponsorship, approval,
8 characteristics, ingredients, uses, benefits, or quantities that they do not have . . . ; . . .
9 (9) Advertises goods or services with intent not to sell them as advertised; . . . (c)
10 This section does not affect unfair trade practices otherwise actionable at common
11 law or under other statutes of this state." Neb. Rev. Stat. § 87-302. By
12 misrepresenting that its dating services ensured safety and that it matched only
13 compatible persons who were sincere about entering into long-term relationships,
14 Defendants violated Neb. Rev. Stat. §§ 59-1602, 87-302.

15 68. Defendants have engaged in unfair competition or unfair or deceptive
16 acts or practices in violation of Nev. Rev. Stat. § 598.0903, et seq. Nevada law
17 provides in particular, "A person engages in a 'deceptive trade practice' if, in the
18 course of his business or occupation, he: . . . 5. Knowingly makes a false
19 representation as to the characteristics, ingredients, uses, benefits, alterations or
20 quantities of goods or services for sale or lease or a false representation as to the
21 sponsorship, approval, status, affiliation or connection of a person therewith. . . . 7.

1 Represents that goods or services for sale or lease are of a particular standard, quality
2 or grade, or that such goods are of a particular style or model, if he knows or should
3 know that they are of another standard, quality, grade, style or model. . . . 9.

4 Advertises goods or services with intent not to sell or lease them as advertised. . . .
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6 15. Knowingly makes any other false representation in a transaction. . . .” Nev. Rev.
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8 Stat. § 598.0915. By misrepresenting that its dating services ensured safety and that
9 it matched only compatible persons who were sincere about entering into long-term
10 relationships, Defendants violated Nev. Rev. Stat. § 598.0915.
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12 69. Defendants have engaged in unfair competition or unfair or deceptive
13 acts or practices in violation of N.H. Rev. Stat. Ann. § 358-A:1, et seq. Particularly,
14 New Hampshire law provides, “It shall be unlawful for any person to use any unfair
15 method of competition or any unfair or deceptive act or practice in the conduct of any
16 trade or commerce within this state. Such unfair method of competition or unfair or
17 deceptive act or practice shall include, but is not limited to, the following: . . . V.
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20 Representing that goods or services have sponsorship, approval, characteristics,
21 ingredients, uses, benefits, or quantities that they do not have . . . ; . . . VII.
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23 Representing that goods or services are of a particular standard, quality, or grade, or
24 that goods are of a particular style or model, if they are of another; . . . IX.
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26 Advertising goods or services with intent not to sell them as advertised” N.H.
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28 Rev. Stat. Ann. § 358-A:2. By misrepresenting that its dating services ensured safety

1 and that it matched only compatible persons who were sincere about entering into
2 long-term relationships, Defendants violated N.H. Rev. Stat. Ann. § 358-A:2.

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4 70. Defendants have engaged in unfair competition or unfair,
5 unconscionable or deceptive acts or practices in violation of N.J.S.A. § 56:8-1, et seq.
6 Particularly, New Jersey law provides, "The act, use or employment by any person of
7 any unconscionable commercial practice, deception, fraud, false pretense, false
8 promise, misrepresentation, or the knowing, concealment, suppression, or omission of
9 any material fact with intent that others rely upon such concealment, suppression or
10 omission, in connection with the sale or advertisement of any merchandise or real
11 estate, or with the subsequent performance of such person as aforesaid, whether or
12 not any person has in fact been misled, deceived or damaged thereby, is declared to
13 be an unlawful practice" N.J.S.A. § 56:8-2. By misrepresenting that its dating
14 services ensured safety and that it matched only compatible persons who were sincere
15 about entering into long-term relationships, Defendants violated N.J.S.A. § 56:8-2.

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17 71. Defendants have engaged in unfair competition or unfair or deceptive
18 acts or practices in violation of N.M. Stat. § 57-12-1, et seq. In particular, New
19 Mexico law provides, "D. 'unfair or deceptive trade practice' means an act
20 specifically declared unlawful pursuant to the Unfair Practices Act, a false or
21 misleading oral or written statement, visual description or other representation of any
22 kind knowingly made in connection with the sale, lease, rental or loan of goods or
23 services or in the extension of credit or in the collection of debts by a person in the
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1 regular course of his trade or commerce, which may, tends to or does deceive or
2 mislead any person and includes: . . . (5) representing that goods or services have
3 sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that
4 they do not have . . . ; . . . (7) representing that goods or services are of a particular
5 standard, quality or grade or that goods are of a particular style or model if they are of
6 another; . . . (14) using exaggeration, innuendo or ambiguity as to a material fact or
7 failing to state a material fact if doing so deceives or tends to deceive; . . . E.
8 'unconscionable trade practice' means an act or practice in connection with the sale,
9 lease, rental or loan, or in connection with the offering for sale, lease, rental or loan,
10 of any goods or services . . . : (1) takes advantage of the lack of knowledge, ability,
11 experience or capacity of a person to a grossly unfair degree; or (2) results in a gross
12 disparity between the value received by a person and the price paid." N.M. Stat. §57-
13 12-2. By misrepresenting that its dating services ensured safety and that it matched
14 only compatible persons who were sincere about entering into long-term
15 relationships, Defendants violated N.M. Stat. §57-12-2.

21 72. Defendants have engaged in unfair competition or unfair or deceptive
22 acts or practices in violation of N.Y. Gen. Bus. Law § 349, et seq. In particular, New
23 York law provides, "Deceptive acts or practices in the conduct of any business, trade
24 or commerce or in the furnishing of any service in this state are hereby declared
25 unlawful." N.Y. Gen. Bus. Law § 349. By misrepresenting that its dating services
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1 ensured safety and that it matched only compatible persons who were sincere about
2 entering into long-term relationships, Defendants violated N.Y. Gen. Bus. Law § 349.
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4 73. Defendants have engaged in unfair competition or unfair or deceptive
5 acts or practices in violation of N.C. Gen. Stat. § 75-1.1, et seq. In particular, North
6 Carolina law provides, "Unfair methods of competition in or affecting commerce, and
7 unfair or deceptive acts or practices in or affecting commerce, are declared unlawful."
8 N.C. Gen. Stat. § 75-1.1(a). By misrepresenting that its dating services ensured
9 safety and that it matched only compatible persons who were sincere about entering
10 into long-term relationships, Defendants violated N.C. Gen. Stat. § 75-1.1(a).
11

12 74. Defendants have engaged in unfair competition or unfair or deceptive
13 acts or practices in violation of N.D. Cent. Code § 51-15-01, et seq. In particular,
14 North Dakota law provides, "The act, use, or employment by any person of any
15 deceptive act or practice, fraud, false pretense, false promise, or misrepresentation,
16 with the intent that others rely thereon in connection with the sale or advertisement of
17 any merchandise, whether or not any person has in fact been misled, deceived, or
18 damaged thereby, is declared to be an unlawful practice." N.D. Cent. Code § 51-15-
19 02. By misrepresenting that its dating services ensured safety and that it matched
20 only compatible persons who were sincere about entering into long-term
21 relationships, Defendants violated N.D. Cent. Code § 51-15-02.
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23 75. Defendants have engaged in unfair competition or unfair or deceptive
24 acts or practices in violation of Ohio Rev. Code Ann. § 1345.01, et seq. In particular,
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1 Ohio law provides, "No supplier shall commit an unfair or deceptive act or practice in
2 connection with a consumer transaction. Such an unfair or deceptive act or practice
3 by a supplier violates this section whether it occurs before, during, or after the
4 transaction." Ohio Rev. Code Ann. § 1345.02(a). By misrepresenting that its dating
5 services ensured safety and that it matched only compatible persons who were sincere
6 about entering into long-term relationships, Defendants violated Ohio Rev. Code
7 Ann. § 1345.02(a).
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10 76. Defendants have engaged in unfair competition or unfair or deceptive
11 acts or practices or made false representations in violation of Okla. Stat. tit. 15, § 751,
12 et seq. In particular, Oklahoma law provides, "As used in the Oklahoma Consumer
13 Protection Act: . . . 13. 'Deceptive trade practice' means a misrepresentation,
14 omission or other practice that has deceived or could reasonably be expected to
15 deceive or mislead a person to the detriment of that person. Such a practice may
16 occur before, during or after a consumer transaction is entered into and may be
17 written or oral; 14. 'Unfair trade practice' means any practice which offends
18 established public policy or if the practice is immoral, unethical, oppressive,
19 unscrupulous or substantially injurious to consumers. . . ." Okla. Stat. tit. 15, § 752.
20 Oklahoma law further provides, "A person engages in a practice which is declared to
21 be unlawful under the Oklahoma Consumer Protection Act, Section 751 et seq. of this
22 title, when, in the course of the person's business, the person: . . . 5. Makes a false
23 representation, knowingly or with reason to know, as to the characteristics,
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1 ingredients, uses, benefits, alterations, or quantities of the subject of a consumer
2 transaction . . . ; . . . 7. Represents, knowingly or with reason to know, that the subject
3 of a consumer transaction is of a particular standard, style or model, if it is of another;
4 8. Advertises, knowingly or with reason to know, the subject of a consumer
5 transaction with intent not to sell it as advertised; . . . 20. Commits an unfair or
6 deceptive trade practice as defined in Section 752 of this title” Okla. Stat. tit.
7 15, § 753. It continues to provide, “A. A person engages in a deceptive trade practice
8 when in the course of business, vocation, or occupation, the person: . . . 5. Knowingly
9 makes a false representation as to the characteristics, ingredients, uses, benefits or
10 quantities of goods or services or a false representation as to the sponsorship,
11 approval, status, affiliation, or connection of a person therewith; . . . 7. Represents
12 that goods or services are a particular standard, quality, or grade, or that goods are a
13 particular style or model, if they are another; . . . C. The deceptive trade practices
14 listed in this section are in addition to and do not limit the types of unfair trade
15 practices actionable at common law or under other statutes of this state.” Okla. Stat.
16 tit. 78, § 53. By misrepresenting that its dating services ensured safety and that it
17 matched only compatible persons who were sincere about entering into long-term
18 relationships, Defendants violated Okla. Stat. tits. 15, §§ 752 and 753, 78, § 53.

25 77. Defendants have engaged in unfair competition or unfair or deceptive
26 acts or practices in violation of Or. Rev. Stat. § 646.605, et seq. In particular, Oregon
27 law provides, “A person engages in an unlawful practice when in the course of the
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1 person's business, vocation or occupation the person: (1) Employs any
2 unconscionable tactic in connection with the sale, rental or other disposition of real
3 estate, goods or services” Or. Rev. Stat. § 646.607. Oregon law further
4 provides, “(1) A person engages in an unlawful practice when in the course of the
5 person's business, vocation or occupation the person does any of the following: . . .
6
7 (e) Represents that real estate, goods or services have sponsorship, approval,
8 characteristics, ingredients, uses, benefits, quantities or qualities that they do not have
9
10 (g) Represents that real estate, goods or services are of a particular standard,
11 quality, or grade, or that real estate or goods are of a particular style or model, if they
12 are of another. . . . (t) Concurrent with tender or delivery of any real estate, goods or
13 services fails to disclose any known material defect or material nonconformity. (u)
14 Engages in any other unfair or deceptive conduct in trade or commerce.” Or. Rev.
15 Stat. § 646.608. By misrepresenting that its dating services ensured safety and that it
16 matched only compatible persons who were sincere about entering into long-term
17 relationships, Defendants violated Or. Rev. Stat. §§ 646.607, 646.608.

21 78. Defendants have engaged in unfair competition or unfair or deceptive
22 acts or practices in violation of 73 Pa. Stat. Ann. tit. 73, § 201-1, et seq. In particular,
23 Pennsylvania law provides, “(4) ‘Unfair methods of competition’ and ‘unfair or
24 deceptive acts or practices’ mean any one or more of the following: . . . (v)
25 Representing that goods or services have sponsorship, approval, characteristics,
26 ingredients, uses, benefits or quantities that they do not have . . . ; . . . (vii)

1 Representing that goods or services are of a particular standard, quality or grade, or
2 that goods are of a particular style or model, if they are of another; . . . (ix)
3
4 Advertising goods or services with intent not to sell them as advertised; . . . (xxi)
5
6 Engaging in any other fraudulent or deceptive conduct which creates a likelihood of
7 confusion or of misunderstanding.” Pa. Stat. Ann. tit. 73, § 201-2. By
8 misrepresenting that its dating services ensured safety and that it matched only
9 compatible persons who were sincere about entering into long-term relationships,
10 Defendants violated Pa. Stat. Ann. tit. 73, § 201-2.
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12 79. Defendants have engaged in unfair competition or unfair or deceptive
13 acts or practices in violation of R.I. Gen. Laws. § 6-13.1-1, et seq. In particular,
14 Rhode Island law provides, “As used in this chapter: . . . (6) ‘Unfair methods of
15 competition and unfair or deceptive acts or practices’ means any one or more of the
16 following: (v) Representing that goods or services have sponsorship, approval,
17 characteristics, ingredients, uses, benefits, or quantities that they do not have . . . ; . . .
18
19 (vii) Representing that goods or services are of a particular standard, quality, or
20 grade, or that goods are of a particular style or model, if they are of another; . . . (ix)
21
22 Advertising goods or services with intent not to sell them as advertised; . . . (xii)
23
24 Engaging in any other conduct that similarly creates a likelihood of confusion or of
25 misunderstanding; (xiii) Engaging in any act or practice that is unfair or deceptive to
26 the consumer; (xiv) Using any other methods, acts or practices which mislead or
27 deceive members of the public in a material respect; . . . (xvii) Advertising claims
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1 concerning safety, performance, and comparative price unless the advertiser, upon
2 request by any person, the consumer council, or the attorney general, makes available
3 documentation substantiating the validity of the claim” R.I. Gen. Laws § 6-
4 13.1-1. By misrepresenting that its dating services ensured safety and that it matched
5 only compatible persons who were sincere about entering into long-term
6 relationships, Defendants violated R.I. Gen. Laws § 6-13.1-1.
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9 80. Defendants have engaged in unfair competition or unfair or deceptive
10 acts or practices in violation of S.C. Code Ann. § 39-5-10, et seq. In particular, South
11 Carolina law provides, “Unfair methods of competition and unfair or deceptive acts
12 or practices in the conduct of any trade or commerce are hereby declared unlawful. . .
13 .” S.C. Code Ann. § 39-5-20. By misrepresenting that its dating services ensured
14 safety and that it matched only compatible persons who were sincere about entering
15 into long-term relationships, Defendants violated S.C. Code Ann. § 39-5-20.
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18 81. Defendants have engaged in unfair competition or unfair or deceptive
19 acts or practices in violation of S.D. Codified Laws § 37-24-1, et seq. In particular,
20 South Dakota law provides, “It is a deceptive act or practice for any person to: (1)
21 Knowingly and intentionally act, use, or employ any deceptive act or practice, fraud,
22 false pretense, false promises, or misrepresentation or to conceal, suppress, or omit
23 any material fact in connection with the sale or advertisement of any merchandise,
24 regardless of whether any person has in fact been mislead, deceived, or damaged
25 thereby.” S. D. Codified Laws § 37-24-6(1). By misrepresenting that its dating
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1 services ensured safety and that it matched only compatible persons who were sincere
2 about entering into long-term relationships, Defendants violated S. D. Codified Laws
3 § 37-24-6(1).
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5 82. Defendants have engaged in unfair competition or unfair or deceptive
6 acts or practices in violation of Tenn. Code Ann. § 47-18-101, et seq. In particular,
7 Tennessee law provides “(b) Without limiting the scope of subsection (a), the
8 following unfair or deceptive acts or practices affecting the conduct of any trade or
9 commerce are declared to be unlawful and in violation of this part . . . (5)
10 Representing that goods or services have sponsorship, approval, characteristics,
11 ingredients, uses, benefits or quantities that they do not have . . . ; . . . (7)
12 Representing that goods or services are of a particular standard, quality or grade, or
13 that goods are of a particular style or model, if they are of another; . . . (9)
14 Advertising goods or services with intent not to sell them as advertised; . . . (21)
15 Using statements or illustrations in any advertisement which create a false impression
16 of the grade, quality, quantity, make, value, age, size, color, usability or origin of the
17 goods or services offered, or which may otherwise misrepresent the goods or services
18 in such a manner that later, on disclosure of the true facts, there is a likelihood that
19 the buyer may be switched from the advertised goods or services to other goods or
20 services; . . . (27) Engaging in any other act or practice which is deceptive to the
21 consumer or to any other person” Tenn. Code Ann. § 47-18-104. By
22 misrepresenting that its dating services ensured safety and that it matched only
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1 compatible persons who were sincere about entering into long-term relationships,
2 Defendants violated Tenn. Code Ann. § 47-18-104.

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4 83. Defendants have engaged in unfair competition or unfair or deceptive
5 acts or practices in violation of Tex. Bus. & Com. Code Ann. § 17.41, et seq. In
6 particular, Texas law provides, “(a) False, misleading, or deceptive acts or practices
7 in the conduct of any trade or commerce are hereby declared unlawful and are subject
8 to action by the consumer protection division under Sections 17.47, 17.58, 17.60, and
9 17.61 of this code. (b) Except as provided in Subsection (d) of this section, the term
10 ‘false, misleading, or deceptive acts or practices’ includes, but is not limited to, the
11 following acts: . . . (5) representing that goods or services have sponsorship, approval,
12 characteristics, ingredients, uses, benefits, or quantities which they do not have . . . ; .
13 . . (7) representing that goods or services are of a particular standard, quality, or
14 grade, or that goods are of a particular style or model, if they are of another; . . . (9)
15 advertising goods or services with intent not to sell them as advertised; . . . (24)
16 failing to disclose information concerning goods or services which was known at the
17 time of the transaction if such failure to disclose such information was intended to
18 induce the consumer into a transaction into which the consumer would not have
19 entered had the information been disclosed” Tex. Bus. & Com. Code Ann. §
20 17.46. By misrepresenting that its dating services ensured safety and that it matched
21 only compatible persons who were sincere about entering into long-term
22 relationships, Defendants violated Tex. Bus. & Com. Code Ann. § 17.46.
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1 84. Defendants have engaged in unfair competition or unfair or deceptive
2 acts or practices in violation of Utah Code Ann. § 13-11-1, et seq. In particular, Utah
3 law provides, "(1) A deceptive act or practice by a supplier in connection with a
4 consumer transaction violates this chapter whether it occurs before, during, or after
5 the transaction. (2) Without limiting the scope of Subsection (1), a supplier commits
6 a deceptive act or practice if the supplier knowingly or intentionally: (a) indicates that
7 the subject of a consumer transaction has sponsorship, approval, performance
8 characteristics, accessories, uses, or benefits, if it has not; (b) indicates that the
9 subject of a consumer transaction is of a particular standard, quality, grade, style, or
10 model, if it is not; . . . (e) indicates that the subject of a consumer transaction has been
11 supplied in accordance with a previous representation, if it has not; . . . (j) . . . (ii) fails
12 to honor a warranty or a particular warranty term" Utah Code Ann. § 13-11-4.
13 By misrepresenting that its dating services ensured safety and that it matched only
14 compatible persons who were sincere about entering into long-term relationships,
15 Defendants violated Utah Code Ann. § 13-11-4.

21 85. Defendants have engaged in unfair competition or unfair or deceptive
22 acts or practices in violation of Vt. Stat. Ann. tit. 9, § 2451, et seq. In particular,
23 Vermont law provides, "(a) Unfair methods of competition in commerce, and unfair
24 or deceptive acts or practices in commerce, are hereby declared unlawful." Vt. Stat.
25 Ann. tit. 9 , § 2453. By misrepresenting that its dating services ensured safety and
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1 that it matched only compatible persons who were sincere about entering into long-
2 term relationships, Defendants violated Vt. Stat. Ann. tit. 9, § 2453.

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4 86. Defendants have engaged in unfair competition or unfair or deceptive
5 acts or practices in violation of Va. Code Ann. § 59.1-196, et seq. In particular,
6 Virginia law provides "A. The following fraudulent acts or practices committed by a
7 supplier in connection with a consumer transaction are hereby declared unlawful: . . .

8
9 5. Misrepresenting that goods or services have certain quantities, characteristics,
10 ingredients, uses, or benefits; 6. Misrepresenting that goods or services are of a
11 particular standard, quality, grade, style, or model; 7. Advertising or offering for sale
12 goods that are used, secondhand, repossessed, defective, blemished, deteriorated, or
13 reconditioned, or that are 'seconds,' irregulars, imperfects, or 'not first class,' without
14 clearly and unequivocally indicating in the advertisement or offer for sale that the
15 goods are used, secondhand, repossessed, defective, blemished, deteriorated,
16 reconditioned, or are 'seconds,' irregulars, imperfects or 'not first class'; 8.

17 Advertising goods or services with intent not to sell them as advertised, or with intent
18 not to sell at the price or upon the terms advertised. . . . 14. Using any other

19 deception, fraud, false pretense, false promise, or misrepresentation in connection
20 with a consumer transaction" Va. Code Ann. § 59.1-200. By misrepresenting

21 that its dating services ensured safety and that it matched only compatible persons
22 who were sincere about entering into long-term relationships, Defendants violated

23 Va. Code Ann. § 59.1-200.
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1 87. Defendants have engaged in unfair competition or unfair, deceptive or
2 fraudulent acts or practices in violation of Wash. Rev. Code. § 19.86.010, et seq.
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4 Particularly, Washington law provides, "Unfair methods of competition and unfair or
5 deceptive acts or practices in the conduct of any trade or commerce are hereby
6 declared unlawful." Wash. Rev. Code § 19.86.020. By misrepresenting that its
7 dating services ensured safety and that it matched only compatible persons who were
8 sincere about entering into long-term relationships, Defendants violated Wash. Rev.
9 Code § 19.86.020.
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12 88. Defendants have engaged in unfair competition or unfair or deceptive
13 acts or practices in violation of W. Va. Code § 46A-6-101, et seq. In particular, West
14 Virginia law provides "(7) 'Unfair methods of competition and unfair or deceptive
15 acts or practices' means and includes, but is not limited to, any one or more of the
16 following: . . . (E) Representing that goods or services have sponsorship, approval,
17 characteristics, ingredients, uses, benefits or quantities that they do not have . . . ; . . .
18 (G) Representing that goods or services are of a particular standard, quality or grade,
19 or that goods are of a particular style or model if they are of another; . . . (I)
20 Advertising goods or services with intent not to sell them as advertised; . . . (L)
21 Engaging in any other conduct which similarly creates a likelihood of confusion or of
22 misunderstanding; . . . (M) The act, use or employment by any person of any
23 deception, fraud, false pretense, false promise or misrepresentation, or the
24 concealment, suppression or omission of any material fact with intent that others rely
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1 upon such concealment, suppression or omission, in connection with the sale or
2 advertisement of any goods or services, whether or not any person has in fact been
3 misled, deceived or damaged thereby” W. Va. Code § 46A-6-102. By
4 misrepresenting that its dating services ensured safety and that it matched only
5 compatible persons who were sincere about entering into long-term relationships,
6 Defendants violated W. Va. Code § 46A-6-102.
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9 89. Defendants have engaged in unfair competition or unfair, deceptive or
10 fraudulent acts or practices in violation of Wis. Stat. § 100.20, et seq. Particularly,
11 Wisconsin law provides, “Methods of competition in business and trade practices in
12 business shall be fair. Unfair methods of competition in business and unfair trade
13 practices in business are hereby prohibited.” Wis. Stat. § 100.20(1). By
14 misrepresenting that its dating services ensured safety and that it matched only
15 compatible persons who were sincere about entering into long-term relationships,
16 Defendants violated Wis. Stat. § 100.20(1).
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20 90. Defendants have engaged in unfair competition or unfair, deceptive or
21 fraudulent acts or practices in violation of Wyo. Stat. Ann. § 40-12-101, et seq. In
22 particular, Wyoming law provides, “(a) A person engages in a deceptive trade
23 practice unlawful under this act when, in the course of his business and in connection
24 with a consumer transaction, he knowingly: (i) Represents that merchandise has a
25 source, origin, sponsorship, approval, accessories or uses it does not have; . . . (iii)
26 Represents that merchandise is of a particular standard, grade, style or model, if it is
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1 not; . . . (x) Advertises merchandise with intent not to sell it as advertised; . . . or . . .
2 (xv) Engages in unfair or deceptive acts or practices.” Wyo. Stat. Ann. § 40-12-105.
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4 By misrepresenting that its dating services ensured safety and that it matched only
5 compatible persons who were sincere about entering into long-term relationships,
6 Defendants violated Wyo. Stat. Ann. § 40-12-105.
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8 91. Plaintiffs and members of the Class have been injured by reason of
9 eHarmony’s unfair and deceptive acts and practices in regard to its marketing and
10 sale practices relating to the subject dating services. These injuries are of the type
11 that the above State consumer protection statutes were designed to prevent, and are
12 the direct result of eHarmony’s unlawful conduct.
13

14 **PRAYER FOR RELIEF**

15
16 WHEREFORE, Plaintiffs respectfully request that this Court enter judgment as
17 follows:
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19 A. Declaring that this action is properly maintainable as a class action and
20 certifying Plaintiffs as Class representatives;
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22 B. Awarding restitution and disgorgement as a result of Defendants’ unfair
23 business practices and untrue and misleading advertising on all Causes of Action
24 except for Plaintiffs’ CLRA Cause of Action (as Plaintiffs currently seek only
25 injunctive relief pursuant to their CLRA claim at this point);
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1 C. Enjoining the Defendants from continuing their illegal practices set out
2 above in all Causes of Action;
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4 D. Awarding damages on the Fourth Cause of Action;
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6 E. Requiring Defendants to inform the public of their unlawful practices
7 and enjoining Defendants from the practices complained of herein on all causes of
8 action;
9

10 F. Requiring Defendants to alter their procedures so that they conform to
11 California law;
12

13 G. Awarding pre- and post-judgment interest;
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15 H. Awarding attorney's fees, expenses and costs; and
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17 I. Providing such other and further relief as this Court may deem just and
18 proper.
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1 DATED: April 9, 2009

Respectfully Submitted,
LANGE & KONCIUS, LLP

By: 

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Attorneys for Plaintiffs

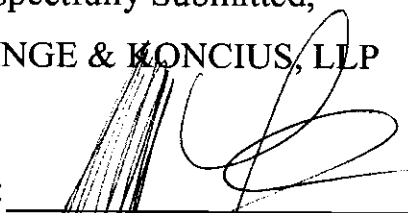
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial on all issues so triable as provided by Rule 38(a) of the Federal Rules of Civil Procedure.

DATED: April 9, 2009

Respectfully Submitted,
LANGE & KONCIUS, LLP

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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET**

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Lynda Kelly and Miranda Soegi, on behalf of themselves, all others similarly situated and the general public	DEFENDANTS eHarmony, Inc., and Does 1-10, inclusive
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Lange & Koncius, LLP 222 North Sepulveda Blvd., Suite 2000 El Segundo, CA 90245, 310-414-1880	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:30%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:40%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.)

<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from another district (specify):	<input type="checkbox"/> 6 Multi-District Litigation	<input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
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V. REQUESTED IN COMPLAINT: **JURY DEMAND:** ☒ Yes ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☒ Yes ☐ No **MONEY DEMANDED IN COMPLAINT: \$** _____

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

28 USC 1332(a), unfair business practices relating to the provision of dating services

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input checked="" type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Rcs <input type="checkbox"/> 660 Occupational Safety /Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles (Miranda Soegi)	Santa Clara (Lynda Kelly)

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____

Date 04-08-09

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))