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*Attorneys for Plaintiff,*

Mark Howell

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

**MARK HOWELL,  
INDIVIDUALLY AND ON  
BEHALF OF ALL OTHERS  
SIMILARLY SITUATED,**

Plaintiff,

v.

**GRINDR LLC,**

Defendant.

**LAW OFFICES OF TODD M.  
FRIEDMAN, P.C.**

Todd M. Friedman, Esq. (216752)

tfriedman@attorneysforconsumers.com

324 S. Beverly Dr., #725

Beverly Hills, CA 90212

Telephone: (877) 206-4741

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Case No.: '15CV1337 GPC NLS

**CLASS ACTION COMPLAINT FOR  
DAMAGES, RESTITUTION AND  
INJUNCTIVE RELIEF FOR  
VIOLATIONS OF:**

- (1) **CALIFORNIA CIVIL CODE  
§§ 1694, ET SEQ.;**
- (2) **CALIFORNIA BUSINESS &  
PROFESSIONS CODE §§  
17200, ET SEQ.; AND,**
- (3) **CALIFORNIA BUSINESS &  
PROFESSIONS CODE §§  
17535, SET SEQ.**

**JURY TRIAL DEMANDED**

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**INTRODUCTION**

1. Plaintiff MARK HOWELL (“Plaintiff”), by Plaintiff’s attorneys, brings this Class Action Complaint for damages, injunctive relief, and any other available legal or equitable remedies, resulting from the unlawful and deceptive business practices of GRINDR LLC (“Defendant”) with regard to Defendant’s practice of forcing California consumers to enter into illegal contracts in violation of California Civil Code §§ 1694, et seq.; California’s Unfair Competition Law, California Business & Professions Code §§ 17200, et seq. (the “UCL”); and, California Business & Professions Code § 17535.
2. This Action seeks to enjoin Defendant’s practices of unlawfully forcing California consumers to enter into contracts that required said consumers to waive important protections afforded by the California Legislature.
3. Defendant’s conduct is a scheme carried out by Defendant which involves making significant amounts of money from California consumers through false, deceptive, and misleading means throughout the period covered by the applicable statute of limitations.
4. Plaintiff makes these allegations on information and belief, with the exception of those allegations that pertain to a Plaintiff, or to a Plaintiff’s counsel, which Plaintiff alleges on personal knowledge.
5. While many violations are described below with specificity, this Complaint alleges violations of the statutes cited in their entirety.
6. Unless otherwise stated, Plaintiff alleges that any violations by Defendant were knowing and intentional, and that Defendant did not maintain procedures reasonably adapted to avoid any such violation.
7. Unless otherwise indicated, the use of any Defendant’s name in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of that Defendant named.

**JURISDICTION AND VENUE**

8. Jurisdiction is proper under 28 U.S.C. § 1332(d)(2) because Plaintiff, a resident of the State of California, seeks relief on behalf of a California class, which will result in at least one class member belonging to a different state than that of Defendant, a company with its principal place of business in the State of Texas and State of Incorporation in the State of Delaware. Plaintiff also seeks three times actual damages per violation pursuant to Cal. Civ. Code § 1694.4, which, when aggregated among a proposed class number in the hundreds of thousands, exceeds the \$5,000,000 threshold for federal court jurisdiction. Therefore, both diversity jurisdiction and the damages threshold under the Class Action Fairness Act of 2005 (“CAFA”) are present, and this Court has jurisdiction.
9. Venue is proper pursuant to 28 U.S.C. § 1391 for the following reasons: (i) Plaintiff resides in the County of San Diego, State of California which is within this judicial district; (ii) the conduct complained of herein occurred within this judicial district; and, (iii) Defendant conducted business within this judicial district at all times relevant.

**PARTIES**

10. Plaintiff is, and at all times mentioned herein was, a citizen and resident of the County of San Diego, State of California.
11. Plaintiff is informed and believes and thereon alleges that Defendant is, and at all times mentioned herein was, a corporation whose principal place of business and State of Incorporation are in the State of California.
12. Plaintiff further alleges that, beginning in 2009, Defendant launched, Grindr, the largest and most popular all-male location based social network. *See* <http://grindr.com/learn-more>. According to Defendant, more than five million guys in 192 countries use Grindr. *Id.*

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13. In operating this online dating website, Defendant requires California consumers to enter into a “dating service contract” as that term is defined by Cal. Civ. Code § 1694. A “dating service contract” is any contract with any organization that offers dating, matrimonial, or social referral services by any of the following means: (a) [a]n exchange of names, telephone numbers, address, and statistics; (b) [a] photograph or video selection process; (c) [p]ersonal introductions provided by the organization at its place of business; and, (d) [a] social environment provided by the organization intended primarily as an alternative to other singles’ bars or club-type environments.

#### FACTUAL ALLEGATIONS

14. Plaintiff realleges and incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

15. At all times relevant, Defendant made and continues to make marketing efforts to solicit the business of California consumers.

16. Beginning in 2013, Plaintiff paid \$11.99 per month to join Grindr Extra, Defendant’s premium service.

17. Upon joining Grindr Xtra, consumers like Plaintiff are required to enter their names, telephone numbers, addresses and statistics into Defendant’s system. In addition, said consumers will also upload photographs and/or videos to said system.

18. At the time Plaintiff joined Defendant’s online dating service, Defendant’s contract with California consumers failed to include clauses as required by Cal. Civ. Code § 1694, et seq.

19. Specifically, Cal. Civ. Code § 1694.2(b) requires that “[e]very dating service contract contain on its face, and in close proximity to the space reserved for the signature of the buyer, a conspicuous statement in a size equal to at least 10-point boldface type, as follows:

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**You, the buyer, may cancel this agreement, without any penalty or obligation, at any time prior to midnight of the original contract seller's third business day following the date of this contract, excluding Sundays and holidays. To cancel this agreement, mail or deliver a signed and dated notice, or send a telegram which states that you, the buyer, are cancelling agreement, or words of similar effect. This notice shall be sent to: [Name of the business that sold you the contract, Address of the business that sold you the contract].**

20. In addition, Defendant's contract also failed to include the name and address of the dating service operator to which the notice of cancellation was to be mailed on the first page of Defendant's contract in violation of Cal. Civ. Code § 1694.2(c).
21. If a dating service contract is not in compliance with Cal. Civ. Code §§ 1694, et seq., the buyer may, at any time, cancel the contract. *See* Cal. Civ. Code § 1694.2(e).
22. At the time Plaintiff joined Grindr Xtra, Defendant failed to provide Plaintiff with notice of Plaintiff's right to cancel Plaintiff's contract with Defendant, as set forth herein, in violation of Cal. Civ. Code §§ 1694, et seq.
23. In fact, Defendant's contract explicitly stated that Plaintiff's subscription with Defendant would remain active until the end of Plaintiff's subscription period following Plaintiff's cancellation of said dating service contract.
24. As a result of Defendant's violations as alleged herein, Defendant's contract for dating services was "void and unenforceable." Cal. Civ. Code § 1694.4(a).
25. The material circumstances surrounding this experience by Plaintiff were the same, or nearly the same, as the other class members Plaintiff proposes to represent, and Plaintiff and all putative class members were required to pay, and did pay, money for this subscription marketed and sold by Defendant.

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26. These acts and omissions described herein constitute unlawful, unfair, and fraudulent conduct under California's Unfair Competition Law, Business & Professions Code §17200 *et seq.* (the "UCL").

#### CLASS ALLEGATIONS

27. Plaintiff brings this action, on behalf of himself and all others similarly situated ("the Class").

28. Plaintiff represents, and is a member of, the Class, consisting of:

All persons within California who purchased a subscription from Defendant that failed to include the Notice of said consumer's right to cancel the contract with Defendant within the four years prior to the filing of this Complaint.

29. Defendant and its employees or agents are excluded from the Class. Plaintiff does not know the number of members in the Class, but believes the Class members number in the hundreds of thousands, if not more. Thus, this matter should be certified as a Class action to assist in the expeditious litigation of this matter.

30. There is a well-defined community of interest in the litigation, the proposed class is easily ascertainable, and Plaintiff is a proper representative of the Class because:

- a. **Numerosity:** The potential members of the Class as defined are so numerous and so diversely located throughout California, that joinder of all the members of the Class impracticable. The class members are dispersed throughout California. Joinder of all members of the proposed class is therefore not practicable.

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- 1       b. **Commonality:** There are questions of law and fact common to Plaintiff  
2       and the Class that predominate over any questions affecting only  
3       individual members of the Class. These common questions of law and  
4       fact include, without limitation:
- 5           i) Whether Defendant's contract contains a notice of consumers'  
6           rights to cancel said contract as required by Cal. Civ. Code §  
7           1694.2(b);
  - 8           ii) Whether Defendant's contract contains the name and address of  
9           the dating service operator to which a notice of cancellation  
10          should be sent as required by Cal. Civ. Code § 1694.2(c);
  - 11          iii) Whether Defendant's contract is void;
  - 12          iv) Whether Defendant's contract is unenforceable;
  - 13          v) Whether Plaintiff and the Class are entitled to damages as a result  
14          of Defendant's conduct;
  - 15          vi) Whether Plaintiff and the Class are entitled to reasonable  
16          attorneys' fees;
  - 17          vii) Whether Plaintiff and class members are entitled to declaratory  
18          relief, injunctive relief and/or restitution under Cal. Bus. & Prof.  
19          Code § 17535; and,
  - 20          viii) Whether such practice violates California Business and  
21          Professions Code § 17200.
- 22       c. **Typicality:** Plaintiff's claims are typical of the claims of the Class.  
23       Plaintiff and Class members were deprived of property rightly  
24       belonging to them, arising out of and caused by Defendant's common  
25       course of conduct in violation of law as alleged herein, in similar ways.
- 26       d. **Adequacy of Representation:** Plaintiff is a member of the Class and  
27       will fairly and adequately represent and protect the interests of the class  
28       members. Plaintiff's interests do not conflict with those of class

1 members. Counsel who represent Plaintiff are competent and  
2 experienced in litigating large class actions, and will devote sufficient  
3 time and resources to the case and otherwise adequately represent the  
4 Class.

- 5 e. ***Superiority of Class Action:*** A Class Action is superior to other  
6 available means for the fair and efficient adjudication of this  
7 controversy. Individual joinder of all class members is not practicable,  
8 and questions of law and fact common to the Class predominate over  
9 any questions affecting only individual members of the Class. Plaintiff  
10 and class members have suffered or may suffer loss in the future by  
11 reason of Defendant's unlawful policies and/or practices of not  
12 complying with the statutes described herein. Certification of this case  
13 as a class action will allow those similarly situated persons to litigate  
14 their claims in the manner that is most efficient and economical for the  
15 parties and the judicial system. Certifying this case as a class action is  
16 superior because it allows for efficient and full restitution to class  
17 members, and will thereby effectuate California's strong public policy  
18 of protecting the California public from violations of its laws. If this  
19 action is not certified as a Class Action, it will be impossible as a  
20 practical matter for many or most class members to bring individual  
21 actions to recover monies due from Defendant, due to the relatively  
22 small amounts of such individual recoveries relative to the costs and  
23 burdens of litigation.

24 31. Plaintiff contemplates providing notice to the putative class members by direct  
25 mail in the form of a postcard and via publication.

26 32. Plaintiffs request certification of a hybrid class combining the elements of  
27 Fed. R. Civ. P. 23(b)(3) for monetary damages and Fed. R. Civ. P. 23(b)(2)  
28 for equitable relief.

**CLASS CAUSES OF ACTION CLAIMED BY PLAINTIFF****FIRST CAUSE OF ACTION****VIOLATION OF CAL. CIV. CODE § 1694, ET SEQ.****[AGAINST ALL DEFENDANTS]**

28. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

29. At a date presently unknown to Plaintiff, but at least four years prior to the filing of this action, and as set forth above, Defendant has engaged in the practice of forcing California consumers to enter into illegal contracts for dating services.

30. The foregoing acts and omission constitute numerous and multiple violations of Cal. Civ. Code § 1694, et seq.

31. As a result of each and every violation, Plaintiff, and the putative class members, are entitled to three times actual damages pursuant to Cal. Civ. Code § 1694.4(c). In addition, Plaintiff, and the putative class members are also entitled to reasonable attorney fees pursuant to Cal. Civ. Code § 1694.4(c) as well.

**SECOND CAUSE OF ACTION****VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.****[CALIFORNIA'S UNFAIR COMPETITION LAW]**

32. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

33. Plaintiff and Defendant are each "person[s]" as defined by California Business & Professions Code § 17201. California Bus. & Prof. Code § 17204 authorizes a private right of action on both an individual and representative basis.

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34. “Unfair competition” is defined by Business and Professions Code Section § 17200 as encompassing several types of business “wrongs,” two of which are at issue here: (1) an “unlawful” business act or practice, (2) an “unfair” business act or practice, (3) a “fraudulent” business act or practice, and (4) “unfair, deceptive, untrue or misleading advertising.” The definitions in § 17200 are drafted in the disjunctive, meaning that each of these “wrongs” operates independently from the others.

35. By and through Defendant’s conduct alleged in further detail above and herein, Defendant engaged in conduct which constitutes (a) unlawful and (b) unfair business practices prohibited by Bus. & Prof. Code § 17200 et seq.

**“UNLAWFUL” PRONG**

36. As a result of Defendant’s acts and practices in violation of Cal. Civ. Code § 1694, et seq., Defendant has violated California’s Unfair Competition Law, Business & Professions Code §§ 17200 *et seq.*, which provides a cause of action for an “unlawful” business act or practice perpetrated on members of the California public.

37. Defendant had other reasonably available alternatives to further its legitimate business interest, other than the conduct described herein, such as adequately disclosing the notice of consumers’ rights to cancel contacts with Defendant.

38. Plaintiff and the putative class members reserve the right to allege other violations of law, which constitute other unlawful business practices or acts, as such conduct is ongoing and continues to this date.

**“UNFAIR” PRONG**

39. Defendant’s actions and representations constitute an “unfair” business act or practice under § 17200 in that Defendant’s conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. Without limitation, it is an unfair

business act or practice for Defendant to knowingly or negligently fail to adequately disclose the notice of a consumer's right to cancel contracts pursuant to Cal. Civ. Code § 1694, et seq.

40. At a date presently unknown to Plaintiff, but at least four years prior to the filing of this action, and as set forth above, Defendant has committed acts of unfair competition as defined by Cal. Bus. & Prof. Code §§ 17200 et seq., as alleged further detail above and herein.

41. Plaintiff and other members of the Class could not have reasonably avoided the injury suffered by each of them. Plaintiff reserves the right to allege further conduct that constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date, as Defendant continues to require California consumers to enter in contracts that violate Cal. Civ. Code § 1694, et seq. and Cal. Bus. & Prof. Code §§ 17200, et seq.

#### FRAUDULENT

42. California Business & Professions Code § 17200 prohibits any "fraudulent ... business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a consumer must allege that the fraudulent business practice was likely to deceive members of the public.

43. The test for "fraud" as contemplated by California Business and Professions Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a § 17200 violation can be established even if no one was actually deceived, relied upon the fraudulent practice, or sustained any damage.

44. Here, absent the disclosures required by Cal. Civ. Code § 1694, et seq. California consumers were never informed of their rights to cancel any contract with Defendant. As such, said consumers were deceptively deceived into believing that said consumers had to continue to incur fees and costs to Defendant while said consumer's subscription was coming to an end.

1 45. Thus, Defendant's conduct has violated the "fraudulent" prong of California  
2 Business & Professions Code § 17200.

3 **THIRD CAUSE OF ACTION**

4 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17535, ET SEQ.**

5 46. Plaintiff incorporates by reference all of the above paragraphs of this  
6 Complaint as though fully stated herein.

7 47. Cal. Bus. & Prof. Code § 17535, et seq. (the "UCL") allows "any person who  
8 has suffered injury in fact and has lost money or property" to prosecute a  
9 civil action for violation of the UCL. Such a person may bring such an action  
10 on behalf of himself and others similarly situated who are affected by the  
11 unlawful, unfair, or fraudulent business practice.

12 48. Beginning at an exact date unknown to Plaintiff, but prior to 2011, and  
13 continuing to the present, Defendant has committed unlawful, unfair, and/or  
14 fraudulent business acts and practices as defined by the UCL, by violating  
15 Cal. Civ. Code § 1694, et seq.

16 49. As a direct and proximate result of Defendant's unlawful, unfair, and/or  
17 fraudulent acts and practices described herein, Defendant has received and  
18 continues to hold unlawfully obtained property and money belonging to  
19 Plaintiff and class members in the form of payments made for subscription  
20 agreements by Plaintiff and class members. Defendant has profited from its  
21 unlawful, unfair, and/or fraudulent acts and practices in the amount of those  
22 business expenses and interest accrued thereon.

23 50. Plaintiff and similarly situated class members are entitled to injunctive relief  
24 under restitution pursuant to Cal. Bus. & Prof. Code § 17535 for all monies  
25 paid by class members under the subscription agreements during the  
26 applicable statute of limitations to the date of such restitution, at rates  
27 specified by law. Defendant should be required to disgorge all the profits and  
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gains it has reaped and restore such profits and gains to Plaintiff and class members, from whom they were unlawfully taken.

51. In prosecuting this action for the enforcement of important rights affecting the public interest, Plaintiff seeks the recovery of attorneys' fees, which is available to a prevailing plaintiff in class action cases such as this matter.

52. Plaintiff, on behalf of himself and similarly situated class members, request relief as described below.

### PRAYER FOR RELIEF

**WHEREFORE**, Plaintiff respectfully requests the Court grant Plaintiff and the Class members damages against Defendant and relief as follows:

- That this action be certified as a Class Action, Plaintiff be appointed as the representatives of the Class, and Plaintiff's attorneys be appointed Class counsel;
- That the Court find and declare that Defendant has violated Cal. Civ. Code § 1694, et seq. by failing to disclose the notice of California consumer's ability to cancel contracts with Defendant;
- That the Court find and declare that Defendant has violated the UCL and committed unfair and unlawful business practices by violating Cal. Civ. Code § 1694, et seq.
- That the Court find that Plaintiff and class members are entitled to injunctive relief and/or restitution pursuant to Cal. Bus. & Prof. Code § 17535;
- That the Court find that Defendant is in possession of money that belong to Plaintiff and class members that Defendant has not returned the money;
- That the Court award Plaintiff and the Class damages and/or full restitution in the amount of the subscription payments made by them pursuant to Cal. Civ. Code § 1694, et seq. in an amount to be proved at trial;

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- An order requiring Defendant to pay restitution to Plaintiff and the Class due to Defendant's UCL violations, pursuant to Cal. Bus. & Prof. Code §§ 17200-17205 in the amount of their subscription agreement payments;
- An order requiring imposition of a constructive trust and and/or disgorgement of Defendant's ill-gotten gains and to pay restitution to Plaintiff and all members of the Class and to restore to Plaintiff and members of the Class all funds acquired by means of any act or practice declared by this court to be an unlawful, fraudulent, or unfair business act or practice, in violation of laws, statutes or regulations, or constituting unfair competition;
- That Plaintiff and the Class be awarded reasonable attorneys' fees and costs of this suit pursuant to Code of Civil Procedure § 1021.5, and California Civil Code § 1780, and/or other applicable law; and
- Any and all other relief as this Court may deem necessary or appropriate.

Dated: June 8, 2015

Respectfully submitted,

**KAZEROUNI LAW GROUP, APC**

By: /s/ Matthew M. Loker  
MATTHEW M. LOKER, ESQ.  
ATTORNEY FOR PLAINTIFF

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**TRIAL BY JURY**

33. Pursuant to the seventh amendment to the Constitution of the United States of America, Plaintiff and The Class are entitled to, and demand, a trial by jury.

Dated: June 8, 2015

Respectfully submitted,

**KAZEROUNI LAW GROUP, APC**

By: /s/ Matthew M. Loker  
MATTHEW M. LOKER, ESQ.  
ATTORNEY FOR PLAINTIFF

KAZEROUNI LAW GROUP, APC  
245 FISCHER AVENUE, UNIT D1  
COSTA MESA, CA 92626

JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

The 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, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

MARK HOWELL, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS  
SIMILARLY SITUATED,

(b) County of Residence of First Listed Plaintiff San Diego  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Matthew M. Loker, Esq. (SBN: 279939)

KAZEROUNI LAW GROUP, APC

245 Fischer Avenue, Unit D1, Costa Mesa, CA 92626 (800) 400-6808

**DEFENDANTS**

GRINDR LLC,

County of Residence of First Listed Defendant \_\_\_\_\_

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**'15CV1337 GPC NLS****II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | 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 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<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 Loans (Excludes 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	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal 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 - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <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)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <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"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <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	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 28 U.S.C. § 1332(d)(2) - Violation of Cal. Civ. Code § 1694; etc.

Brief description of cause:

Plaintiff alleges violations of the dating services contracts on a class action basis.

**VII. REQUESTED IN COMPLAINT:**

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

06/18/2015

SIGNATURE OF ATTORNEY OF RECORD

/s/ Matthew M. Loker

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE