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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

13 **ROSANNE VRUGTMAN and**
14 **TAMMY GILLINGWATER,**
15 individually, and for all others
16 similarly situated,

16 Plaintiffs,

17 - against -

18 **IT'S JUST LUNCH**
19 **INTERNATIONAL LLC,**

20 Defendant.

Case No.:

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 NATURE OF THE CASE

2 1. It's Just Lunch International LLC ("IJL," the "Company," or
3 "Defendant") positions itself as a premier dating service, offering to connect
4 individuals interested in romantic relationships. The Company claims its
5 highly trained experts offer personalized, sophisticated, and thoughtful
6 matchmaking services.

7 2. These claims are false. In 2007, 170,000 class members brought suit
8 against IJL, ending with a settlement that not only provided millions in
9 compensation to such class members, but also was supposed to end the
10 Company's misconduct.

11 3. Instead, IJL continues to engage in similar misconduct. The Company
12 fraudulently induces single professionals, especially women, into contracts
13 by promising them that IJL has multiple matches in its database. IJL
14 members pay thousands of dollars for IJL's services only to discover that IJL
15 either selects matches at random or that the Company lies about having
16 other members in their region.

17 4. IJL is in violation of California's consumer protection statutes and is
18 also liable for common law claims of fraudulent inducement and fraud.

19 JURISDICTION AND VENUE

20 5. This Court has subject matter jurisdiction over this nationwide class
21 action pursuant to 28 U.S.C. § 1332, as amended by the Class Action
22 Fairness Act of 2005, because the matter in controversy exceeds \$5,000,000,
23 exclusive of interest and costs, and is a class action in which some members
24 of the Class are citizens of states other than where Defendant is
25 headquartered. *See* 28 U.S.C. § 1332(d)(2)(A).

26 6. This Court has personal jurisdiction because IJL is based in California,
27 conducts business in California, and otherwise intentionally avails itself of

1 the markets in California. IJL also markets and promotes its services in
2 California.

3 7. Pursuant to 28 U.S.C. § 1391(a), venue is proper in the Central District
4 of California because IJL resides in this District at 74130 Country Club
5 Drive, Suite 202, Palm Desert, California 92260.

6 PARTIES

7 8. Plaintiff Rosanne Vrugtman is an individual residing in Staunton,
8 Virginia and has been a client of Defendant IJL since July 2020.

9 9. Plaintiff Tammy Gillingwater is an individual residing in Toronto,
10 Canada and has been a client of Defendant IJL since September 2019.

11 10. Defendant IJL is located at 74130 Country Club Drive, Suite 202, Palm
12 Desert, California, 92260.

13 STATEMENT OF FACTS

14 IJL's Origins

15 11. IJL, which advertises its services as "dating for busy professionals,"
16 was founded in 1991 in Chicago by a marketing executive named Andrea
17 McGinty.

18 12. Since its formation, IJL has had tens of thousands of clients around
19 the world, including in the United States, Canada, Australia, the United
20 Kingdom, and Ireland.

21 13. IJL exercises complete dominion over its franchises around the
22 world, which are independently owned and operated.

23 IJL's Advertising and Marketing

24 14. On its website, IJL claims to have a process of "6 easy steps" to match
25 members. IJL claims its service utilizes a "signature matchmaking process"
26 that the Company has "fine-tuned over the past 29 years."

27 15. In step one of the matchmaking process, an IJL "dating specialist"
28 interviews members to learn what they are "looking for in a potential

1 partner, what's worked for [them] in past relationships and – just as
2 importantly – what hasn't worked."

3 16. In step two, IJL's "matchmaker" uses the information from the
4 interview to find "the right match" for the member. The Company promises
5 members that its matchmakers are "committed to knowing their clients, not
6 just on paper, but on a true human level thanks to our regular interaction
7 and communication with you."

8 17. In step three, IJL arranges a time and place for their members to meet
9 on a date.

10 18. In step four, IJL collects, after the date, feedback to "fine-tune" their
11 matchmaking process.

12 19. In step five, IJL offers members the option to place their membership
13 on hold if the date is successful. IJL's matchmaking process concludes with
14 step six, which encourages members to "have fun at every step and enjoy
15 the adventure of meeting someone new."

16 **IJL's Lies and Misrepresentations**

17 20. Members, however, do not have fun because IJL completely
18 disregards the "6 easy steps" process. Consistently, IJL fails to regularly
19 communicate and interact with its member clients.

20 21. Moreover, the Company also fails to provide "personalized hand-
21 selected matches" when it selects matches at random, if it does provide
22 matches at all.

23 22. But IJL asserts its "6 easy steps" process on its website and on initial
24 marketing calls to induce prospective customers into joining the Company,
25 where members may pay as much as \$4600 for six dates.

26 23. On marketing calls, IJL regularly claims they have "multiple matches
27 in mind" for prospective customers when, in reality, other members do not
28 even reside in the customer's region.

1 24. As a result, Plaintiffs and Class members are fraudulently induced
2 into entering into a contract based on IJL's misrepresentation of fact that
3 was material.

4 **Tammy Gillingwater's Complaint Against IJL**

5 25. Plaintiff Tammy Gillingwater ("Gillingwater") signed up for IJL's
6 services on September 24, 2019. Gillingwater learned about IJL's "6 easy
7 steps" process in her initial call with an IJL sales representative, who was
8 also a matchmaker.

9 26. The matchmaker asked Gillingwater to describe her ideal partner,
10 whom Gillingwater described as a fit man with a healthy lifestyle. At that
11 point, IJL's representative interrupted Gillingwater to exclaim, "John!"

12 27. John, the representative explained, was one of the men she had in
13 mind for Gillingwater. The matchmaker further explained that she had "a
14 couple of people in mind" for Gillingwater if she signed up for the service.

15 28. The representative went beyond IJL's "6 easy steps" process and
16 promised to match Gillingwater with a date within forty-eight hours of her
17 signing a contract with IJL.

18 29. In light of IJL's website and the matchmaker's verbal representations,
19 Gillingwater signed a six-month agreement with IJL for \$6,160.00 CAD
20 (approximately \$4,700 USD).

21 30. But IJL did not arrange a date for Gillingwater within forty-eight
22 hours. In fact, Gillingwater had to follow up with IJL herself on multiple
23 occasions before the matchmaker arranged her first date, which was several
24 days later than initially promised.

25 31. Gillingwater, who was eager to move forward with IJL's costly
26 dating services, met her first date in October 2019.

27 32. Gillingwater's first date was a scam. Her first date described himself
28 as a friend of IJL's director of sales and explained how he was asked to go

1 on dates with female members because IJL did not have enough male
2 members.

3 33. Gillingwater, hoping that the Company's services would improve,
4 proceeded to go on a date with another member that IJL connected her to.

5 34. Her second date, however, told her he was not a current IJL member
6 and that the Company had also asked him to go on dates with their female
7 members as they did not have enough male members.

8 35. IJL induced Gillingwater into a contract by maintaining that the
9 Company could match her with other members, a fact Gillingwater had
10 relied on in her decision to join IJL.

11 **Rosanne Vrugtman's Complaint Against IJL**

12 36. Plaintiff Rosanne Vrugtman ("Vrugtman") was induced to sign up
13 for IJL's services with similar misrepresentations of fact that were material
14 to her decision to join IJL.

15 37. Vrugtman joined IJL on July 20, 2020.

16 38. In her initial call with IJL, Vrugtman expressed her interest in
17 meeting men with similar interests in the Charlottesville, Virginia area.

18 39. Immediately, the matchmaker confirmed to Vrugtman that IJL would
19 introduce her to men in the Charlottesville area.

20 40. Vrugtman, based on the matchmaker's representation that IJL had
21 other members in the Charlottesville area, paid \$2,595 for twelve months of
22 service from IJL.

23 41. But Vrugtman's first date was in Richmond, Virginia, a two-hour
24 drive from the Charlottesville area. Vrugtman also realized, upon meeting
25 her date, that IJL did not hand select her match, as he had nothing in
26 common with her.

27 42. Following her date in Richmond, Vrugtman provided feedback on
28 IJL's failure to connect her with a match in Charlottesville.

1 43. Vrugtman was introduced to another matchmaker, who continued to
2 maintain that IJL had matches for Vrugtman in or near Charlottesville but
3 insisted on a date in Richmond.

4 44. When Vrugtman raised her concerns, the matchmaker replied that
5 Vrugtman was acting "rough around the edges."

6 45. Vrugtman proceeded to work with the matchmaker to learn about
7 another man, who the matchmaker said may live in Charlottesville.

8 46. When Vrugtman inquired further about the possible date and if he
9 was actually in Charlottesville, the matchmaker replied that she would
10 have to check, as "he is not my client."

11 47. The matchmaker ultimately canceled the date.

12 48. Vrugtman, like Gillingwater, was induced by IJL's website and initial
13 marketing calls to join a service that does not provide personalized
14 matches.

15 49. IJL, it turns out, is in the business of randomly matching its members,
16 if they are members at all, and does not offer authentic dates, despite its
17 supposed commitment to providing personalized services.

18 CLASS ACTION ALLEGATIONS

19 50. Plaintiffs bring this class action pursuant to Federal Rule of Civil
20 Procedure ("Rule") 23 in their representative capacity on behalf of
21 themselves and the Class of all other IJL clients similarly situated.

22 51. Any member who signed up with IJL and its franchises, on or after
23 September 12, 2019 and without a binding arbitration agreement, is
24 considered a Class member.

25 52. **Numerosity.** Although the exact number of Class members is
26 presently unknown to Plaintiffs (though it is known to Defendant),
27 Plaintiffs believe that there may be thousands of consumers. There are

1 enough Class members to support a new action. The members of the Class
2 are so numerous that joinder of all members is impracticable.

3 **53. Commonality.** A substantial pool of questions of law and fact exists
4 that is common to the Class. Such common questions include, but are not
5 limited to:

6 a. Did IJL make false and misleading representations as to the nature
7 and quality of dating services that IJL provided?

8 b. Did IJL fraudulently induce Class members to enter into
9 agreements by affirmatively misrepresenting the quantity or
10 characteristics of IJL members?

11 **54. Typicality.** Plaintiffs' claims are typical of the claims of the Class.
12 Plaintiffs are ordinary IJL clients who, along with all Class members,
13 entered into IJL contracts in which they paid thousands of dollars for
14 services which they would not have paid for if they had not been misled by
15 Defendant into believing that the Company had a database of dates to
16 provide personalized matchmaking services. The factual bases of IJL's
17 misconduct are common to all Class members.

18 **55. Adequacy.** Plaintiffs will fairly and adequately protect the interests
19 of the Class. Plaintiffs have no interests that are antagonistic to or in conflict
20 with the interests of the Class as a whole, and Plaintiffs have engaged
21 competent counsel experienced in the prosecution of complex and class
22 litigation.

23 **56. Superiority.** A class action is superior to the alternatives, if any, for
24 the fair and efficient adjudication of the controversy alleged herein, because
25 such treatment will permit the large number of similarly situated persons to
26 prosecute their common claims in a single forum simultaneously,
27 efficiently, and without duplication of the evidence, effort, and expense that
28 numerous individual actions would engender due to the geographically

1 diverse locations of the various Class members. This action will result in the
2 orderly and expeditious administration of Class claims. Uniformity of
3 decisions will be assured, thereby avoiding the risk of inconsistent and
4 varying determinations.

5 57. Plaintiffs are not aware of any difficulty that will be encountered in
6 the management of this litigation which would preclude its maintenance as
7 a class action.

8 58. **Maintainability.** This action is properly maintainable as a class
9 action for the prior independent reasons and under the following portions
10 of Rule 23:

- 11 a. The individual amounts of restitution involved, while significant,
12 are generally so small that individual actions or other individual
13 remedies are impracticable and litigating individual actions would
14 be too costly;
- 15 b. Individual actions would create a risk of inconsistent results and
16 would be unnecessary and duplicative of this litigation;
- 17 c. Defendant has acted or refused to act on grounds generally
18 applicable to the Class, thereby making appropriate final
19 injunctive, declaratory, or other appropriate equitable relief with
20 respect to the Class as a whole; and
- 21 d. Individual actions would unnecessarily burden the courts and
22 waste judicial resources.

23 59. **Predominance.** Questions of law and fact common to members of the
24 Class predominate over any questions affecting only individual members.

25 60. Notice to the members of the Class may be accomplished
26 inexpensively, efficiently, and in a manner best designed to protect the
27 rights of all Class members.

61. California, as IJL's principal place of business and known data control center, is the center of gravity for this action such that it is appropriate and consistent with existing law to certify a nationwide class of consumers, applying California law.

62. Certification of a nationwide class under the laws of California is appropriate because:

- a. Defendant conducts substantial business in California;
- b. Maintains its principal offices in California; and
- c. A significant number of Class members reside in California.

COUNT ONE: VIOLATIONS OF CAL. CIVIL CODE §§ 1750 ET SEQ.

(CONSUMERS LEGAL REMEDIES ACT)

63. Plaintiffs repeat and reallege the allegations made above as if fully set forth herein.

64. Plaintiffs bring this claim individually and on behalf of the Class against Defendant.

65. At all times relevant hereto, Plaintiffs and each Class member were "consumers," as that term is defined in Cal. Civ. Code § 1761(d).

66. At all times relevant hereto, the personalized dating services provided by IJL constituted a "service," as that term is defined in Civ. Code § 1761(b).

67. At all times relevant hereto, IJL constituted a "person," as that term is defined in Civ. Code § 1761(c).

68. At all times relevant hereto, Plaintiffs' and each Class member's purchase of service through the IJL contracts constituted a "transaction," as that term is defined in Civ. Code § 1761(e).

69. Cal. Civ. Code § 1770(a) provides in relevant part that "[t]he following unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or

1 that results in the sale or lease of goods or services to any consumer are
2 unlawful” when:

3 (5) Representing that goods or services have sponsorship,
4 approval, characteristics, ingredients, uses, benefits, or
5 quantities which they do not have.

6 (9) Advertising goods or services with the intent not to sell
7 them as advertised.

8 (10) Advertising goods or services with intent not to supply
9 reasonably expectable demand, unless the advertisement
10 discloses a limitation of quantity.

11 70. IJL’s representation that it provides personalized dating services,
12 when the Company randomly matches its members, is a violation of Cal.
13 Civ. Code 1770(a)(5).

14 71. IJL’s advertisement, that it provides personalized dating services in
15 select cities, and its salespersons’ claims that other single members exist in
16 the potential client’s area, are a violation of Cal. Civ. Code 1770(a)(9).

17 72. IJL has also violated, and continues to violate, Civ. Code § 1770(a)(10)
18 when it advertises to members that other users exist in their locality when
19 the Company has knowledge that it is unable to provide matchmaking
20 services to that member.

21 73. Pursuant to Cal. Civ. Code § 1780(a), Plaintiffs seek an order
22 enjoining Defendant from engaging in the methods, acts, and practices
23 alleged herein.

24 74. Pursuant to Civ. Code § 1782, Plaintiffs have given notice to
25 Defendant of Plaintiffs’ intention to file an action under Civ. Code §§ 1760
26 et seq. unless Defendant corrects or otherwise rectifies the consumer fraud
27 resulting from their misrepresentations.

1 75. Also pursuant to Cal. Civ. Code § 1782, if Defendant does not
 2 “correct or otherwise rectify” its illegal acts within 30 days, Plaintiffs intend
 3 to amend this Complaint to add claims for:

- 4 a. Actual damages;
- 5 b. An order enjoining the methods, acts, or practices of the Company;
- 6 c. Restitution of money to Plaintiffs and Class members;
- 7 d. Punitive damages;
- 8 e. Attorneys’ fees and costs; and
- 9 f. Any other relief that this Court deems proper.

10 **COUNT TWO: VIOLATIONS OF CAL. BUS. & PROF. CODE §§ 17200 ET**
 11 **SEQ. (UNFAIR COMPETITION)**

12 76. Plaintiffs repeat and reallege the allegations made above as if fully set
 13 forth herein.

14 77. Cal Bus. & Prof. Code §§ 17200 et seq. prohibits all unlawful, unfair,
 15 or fraudulent business practices and acts. Said statute is liberally construed
 16 to protect the public.

17 78. Plaintiffs have standing to bring a claim under Cal Bus. & Prof. Code
 18 §§ 17200 et. seq. because Defendant’s company and principal place of
 19 business are in California. California Law, including §§ 17200 et seq., clearly
 20 applies to this dispute in accordance with California “conflict of law”
 21 principles.

22 79. In committing the acts alleged herein, Defendant has engaged and
 23 continues to engage in an unlawful, unfair, and deceptive business practices
 24 in violation of Cal. Bus. & Prof Code §§ 17200 et seq. Defendant’s wrongful
 25 conduct alleged herein is part of a pattern or generalized course of conduct
 26 that occurred and continues to occur in the ordinary course of Defendant’s
 27 business. Thus, Defendant’s conduct impacts the public interest.

1 80. Defendant's acts and practices have and are likely to deceive
2 consumers.

3 81. Defendant's acts and practices are unlawful because they violate Civ.
4 Code §§ 1572, 1573, 1709, 1710, 1770(a)(5), 1770(a)(9), 1770(a)(10); Cal. Bus.
5 & Prof. Code §§ 17500 et seq.; and 18 U.S.C. §§ 1341 and 1343.

6 82. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiffs, on behalf of
7 themselves and all members of the class, seek an order of this Court
8 permanently enjoining Defendant from continuing to engage in their unfair
9 and unlawful conduct as alleged herein. Plaintiffs also seek an order
10 awarding full restitution of all monies wrongfully obtained.

11 **COUNT THREE: VIOLATIONS OF CAL. BUS. & PROF. CODE §§ 17500**
12 **ET SEQ. (FALSE ADVERTISING)**

13 83. Plaintiffs repeat and reallege each of the allegations made above as if
14 fully set forth herein.

15 84. Plaintiffs bring this claim individually and on behalf of the Class
16 against Defendant.

17 85. During the Class Period, Defendant marketed, advertised, and sold
18 to the public their matchmaking service on a nationwide basis, including in
19 California.

20 86. Defendant has engaged in the advertising and marketing alleged
21 herein with the intent to directly or indirectly induce the purchase of IJL's
22 services.

23 87. Defendant's advertisements and marketing contained representations
24 that IJL dating services were personalized. At the time it made and
25 disseminated the statements alleged herein, Defendant knew or should
26 have known that the statements were untrue, deceptive, or misleading, and
27 acted in violation of Cal. Bus. & Prof. Code §§ 17500 et seq.

1 88. Defendant actively concealed its knowledge that its actions were
2 completely contradictory to previous representations made to consumers.

3 89. Defendant's acts of untrue and misleading advertising present a
4 continuing threat to consumers because such advertisements induce
5 consumers to participate in IJL's service, which is then operated under false
6 pretenses.

7 90. As a result of the violations of California law described above,
8 Defendant has been and will continue to be unjustly enriched at the expense
9 of Plaintiffs and the members of the Class.

10 91. As a result of the violations of California law described above,
11 Plaintiffs and the members of the Class have suffered injury in fact and
12 have lost money.

13 92. Plaintiffs seek restitution, injunctive relief, and all other relief
14 allowable under Bus. & Prof. Code §§ 17535 et seq.

15 **COUNT FOUR: VIOLATIONS OF CAL. CIVIL CODE §§ 1709, 1710**
16 **(FRAUD AND DECEIT)**

17 93. Plaintiffs repeat and reallege each of the allegations made above as if
18 fully set forth herein.

19 94. Plaintiffs bring this claim individually and on behalf of the Class
20 against Defendant.

21 95. Cal. Civ. Code § 1709 prohibits willful deception of another with
22 intent to induce a detrimental change in position.

23 96. Cal Civ. Code § 1710 provides, in relevant part that "deceit . . . is
24 either:

25 (1) The suggestion, as a fact, of that which is not true, by one
26 who does not believe it to be true;

27 (2) The assertion, as a fact, of that which is not true, by one who
28 has no reasonable ground for believing it to be true;

1 (3) The suppression of a fact, by one who is bound to disclose it,
2 or who gives information of other facts which are likely to
3 mislead for want of communication of that fact; or,

4 (4) A promise, made without any intention of performing it.”

5 97. Defendant has violated and continues to violate Civ. Code § 1710(1)
6 by claiming that IJL services were convenient and personalized, and that
7 many potential dates would be available for members in their region when,
8 in reality, other members did not exist in that region.

9 98. Defendant has violated and continues to violate Civ. Code § 1710(2)
10 by asserting the above claims because members do not have a reasonable
11 ground to believe them to be untrue.

12 99. Defendant has violated and continues to violate Civ. Code § 1710(3)
13 by suppressing the falsity of the above claims.

14 100. Defendant has violated and continues to violate Civ. Code §
15 1710(4) by continuing to promise the above without any intention of
16 performance.

17 101. Plaintiffs and members of the Class were harmed by Defendant’s
18 claims regarding the quality of dating services because they would not have
19 entered into contracts had they known that they were offered under false
20 pretenses and with misleading representations.

21 102. Pursuant to Cal. Civ. Code § 1709, Defendant is liable for any damage
22 which was proximately caused to Plaintiffs and members of the Class by
23 Defendant’s deceit.

24 **COUNT FIVE: VIOLATIONS OF CAL. CIVIL CODE § 1572**

25 **(ACTUAL FRAUD)**

26 103. Plaintiffs repeat and reallege each of the allegations made above as if
27 fully set forth herein.

1 104. Plaintiffs bring this claim individually and on behalf of the Class
2 against Defendant.

3 105. Cal. Civ. Code § 1572 provides, in relevant part:

4 [a]ctual fraud. . . consists in any of the following acts,
5 committed by a party to the contract, or with his connivance,
6 with intent to deceive another party thereto, or to induce him to
7 enter into the contract:

8 (1) The suggestion, as a fact, of that which is not true, by one
9 who does not believe it to be true;

10 (2) The positive assertion, in a manner not warranted by the
11 information of the person making it, of that which is not
12 true, though he believes it to be true;

13 (3) The suppression of that which is true, by one having
14 knowledge or belief of the fact;

15 (4) A promise made without any intention of performing it; or,

16 (5) Any other act fitted to deceive.

17 106. Defendant has violated and continues to violate Civ. Code § 1572(1)
18 by suggesting that its services were personalized and other members
19 existed in each member's region, when it knew these claims not to be true.

20 107. Defendant has violated and continues to violate Civ. Code § 1572(3)
21 by suppressing the fact other members did not exist in members' regions or
22 that they were unable to match members based on their preferences.

23 108. Defendant has violated and continues to violate Civ. Code § 1572(4)
24 by promising that its dating services are personalized.

25 109. Defendant has violated and continues to violate Civ. Code § 1572(5)
26 by making false misrepresentations which were intended to lure its
27 customers into contracts.

1 110. As a direct and proximate result of Defendant's fraud, Plaintiffs and
2 the members of the Class have and will continue to suffer damages.

3 111. Plaintiffs seek damages against Defendant including but not limited
4 to disgorgement of all proceeds Defendant obtained from the contracts
5 entered into with Plaintiffs and the members of the Class as well as pre-
6 judgment interest and costs.

7 **COUNT SIX: FRAUDULENT INDUCEMENT**

8 112. Plaintiffs repeat and reallege each of the allegations made above as if
9 fully set forth herein.

10 113. IJL knowingly makes a host of representations that are material in
11 fact on their website, in their ads, and during the initial sales calls. IJL
12 consistently misrepresents the nature of the services it provides.

13 114. Plaintiffs and Class members rely on those material
14 misrepresentations to their detriment by entering into contracts with IJL for
15 several thousand dollars.

16 115. Plaintiffs and Class members suffered monetary damages and other
17 losses as a result of IJL's fraudulent inducement in an amount to be
18 determined at trial.

19 **COUNT SEVEN: FRAUD**

20 116. Plaintiffs repeat and reallege each of the allegations made above as if
21 fully set forth herein.

22 117. IJL misrepresented material facts to Plaintiffs and Class members and
23 concealed material facts from them, and otherwise used certain tricks,
24 devices, and schemes to conduct and accomplish a fraud against Plaintiffs.

25 118. IJL's misrepresentations and concealment include, among other
26 things, representations that IJL would provide personalized dating services.

27 119. Notwithstanding these representations, IJL knew its promises to
28 clients were untrue, but nonetheless continued to represent otherwise.

1 120. IJL had actual knowledge of its misrepresentations and concealment
2 because in 2019, IJL settled a class action where plaintiffs claimed the
3 Company defrauded approximately 170,000 members into signing up for
4 the Company's services. The more than two-year-long investigation of IJL
5 revealed similar facts, where the Company, among other things, claimed to
6 arrange dates based on members' specific requirements.

7 121. These and other misrepresentations and concealment of material fact
8 by Defendant were false when made, or were made with reckless disregard
9 for the truth, and Plaintiffs and Class members did not discover the true
10 facts until after they had acted in reliance on IJL's misrepresentations and
11 omissions. Nor could Plaintiffs and Class members have discovered, with
12 reasonable diligence, the true facts for themselves prior to taking such
13 action.

14 122. Plaintiffs reasonably believed IJL's misrepresentations to be true at
15 the time they were made. IJL's conduct shows that its misstatements and
16 omissions were targeted to Plaintiffs and Class members and were intended
17 to, and did, result in Plaintiffs' reliance thereon.

18 123. By reason of fraudulent conduct of IJL, Plaintiffs and Class members
19 have suffered actual and consequential damages, including, without
20 limitation, substantial costs and expenses in an amount to be determined at
21 trial, and are further entitled to an appropriate award of punitive damages,
22 in an amount sufficient to deter IJL from engaging in such willful and
23 malicious wrongdoing in the future.

24 **COUNT NINE: UNJUST ENRICHMENT**

25 124. Plaintiffs repeat and reallege each of the allegations made above as if
26 fully set forth herein.

27 125. Plaintiffs and the Class members were fraudulently induced by IJL to
28 enter into contracts with Defendant and, in turn, pay fees to Defendant.

1 126. The fees paid to Defendant by Plaintiffs and Class members far
2 exceeded the reasonable value of the services rendered by Defendant.

3 127. By refusing to adequately provide services to Class members,
4 Defendant has benefited at the expense of Plaintiffs and Class members and
5 continues to do so through the present.

6 128. Plaintiffs seek an order requiring Defendant to:

- 7 a. Make full restitution of all monies wrongfully obtained; and
8 b. Disgorge all ill-gotten revenues.

9 **PRAYER FOR RELIEF**

10 **WHEREFORE**, Plaintiffs pray that this Court enter judgment against
11 Defendant as follows:

- 12 (a) An order certifying the Class, and appointing Plaintiffs and their
13 undersigned counsel of record to represent the Class;
14 (b) A permanent injunction enjoining Defendant, its partners, joint
15 ventures, subsidiaries, agents, servants, and employees, and all
16 persons acting under or in concert with it, directly or indirectly,
17 or in any manner, form or in any way engaging in the practices
18 set forth herein;
19 (c) A permanent injunction enjoining Defendant, its partners, joint
20 ventures, subsidiaries, agents, servants, and employees, and all
21 persons acting under or in concert with it, directly or indirectly,
22 or in any manner, form or in any way utilizing any monies
23 acquired by Defendant's unfair business practices, including all
24 profits, revenues, and proceeds both direct and indirect;
25 (d) Imposition of a constructive trust upon all monies and assets
26 Defendant has acquired as a result of its unfair practices;

- (e) Compensatory damages and full restitution of all funds acquired from Defendant's unfair business practices, including disgorgement of profits;
- (f) Actual damages suffered by Plaintiffs and Class members;
- (g) Punitive damages, to be awarded to Plaintiffs and each Class member;
- (h) Costs of suit herein;
- (i) Investigation costs;
- (j) Both pre- and post-judgment interest on any amounts awarded;
- (k) Payment of reasonable attorneys' fees;
- (l) Declaratory relief; and
- (m) Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs demand trial by jury on all issues so triable.

1 Dated: New York, New York
2 November 11, 2020
3
4

5 By: 

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16 **Pro hac vice application forthcoming*
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