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Electronically FILED by Superior Court of California, County of Los Angeles on 01/06/2023 08:42 AM David W. Slayton, Executive Officer/Clerk of Court, by G. Carini, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CALLA GANZ, on behalf of herself and all
others similarly situated,

Plaintiff,

v.

THE LEAGUE APP, INC., a California
Corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No. 23STCV00297

CLASS ACTION

COMPLAINT

- (1) Common Law Fraud
- (2) Negligent Misrepresentation
- (3) Violation of Cal. Bus. & Prof. Code § 17200 *et seq.*
- (4) Violation of Cal. Civ. Code § 1750 *et seq.*
- (5) Unjust enrichment

JURY TRIAL DEMANDED

1 Plaintiff Calla Ganz (“Plaintiff”), by and through her attorneys, brings this action on behalf
2 of herself and all others similarly situated (the “Class,” defined below) against The League App,
3 Inc. (“Defendant League” or “Defendant”) and Does 1 through 50, inclusive. Plaintiff hereby
4 alleges, on information and belief, except as to those allegations which pertain to the named
5 Plaintiff, which allegations are based on personal knowledge, as follows:

6 **NATURE OF THE ACTION**

7 1. This is a consumer class action that arises out of Defendant League’s deceptive
8 advertising and marketing of its “The League” dating app and “The League” membership (the
9 “Product”).

10 2. Through its uniform advertising claims, Defendant League perpetuates deceptive
11 marketing about the Product’s benefits and engages in illegal drip pricing tactics. Furthermore,
12 after tricking consumers into purchasing the Product, Defendant League continues to reap ill-
13 gotten gains by implementing autorenewal schemes in connection with its membership
14 programs.

15 3. Consequently, the advertising, marketing, sale, and autorenewal of the Product
16 violate California law. Additionally, the cancellation policies that Defendant League
17 implements for the Product also contravene the legislative intent of California’s autorenewal
18 laws. Moreover, Defendant League’s deceptive autorenewal tactics fail to comply with
19 California Business and Professions Code Section 17602(d)(1).

20 4. At all relevant times, Defendant League designed, advertised, and marketed the
21 Product to consumers and profited from the Product throughout California based on the
22 misrepresentations about the Product’s purported value and price. Furthermore, Defendant
23 League owns, controls, and oversees the distribution of the Product.

24 5. Based on the fact that Defendant League’s advertising misled Plaintiff and all
25 others like her, Plaintiff brings this class action against Defendant League to seek
26 reimbursement of the monetary damages she and the Class members incurred due to Defendant
27 League’s false and deceptive representations about the benefits, advantages, and prices of the
28 Product.

1 California 90069. Defendant League owns, controls, oversees, manages, mass markets, and
2 distributes the Product throughout California.

3 12. Does 1 through 50 are individuals and/or entities that are responsible for the illegal
4 conduct described herein. Plaintiff is informed and believes, and based thereon alleges, that at
5 all times relevant hereto each of these individuals and/or entities was the agent, servant,
6 employee, subsidiary, affiliate, partner, assignee, successor-in-interest, alter ego, or other
7 representative of Defendant League and was acting in such capacity in doing the things herein
8 complained of and alleged. The true names and capacities of Defendants sued herein under
9 California Code of Civil Procedure Section 474, and Does 1 through 50, inclusive, are presently
10 unknown to Plaintiff, who therefore sues these Defendants by fictitious names. Plaintiff will
11 amend this Complaint to show their true names and capacities when they have been
12 ascertained. Each of the Doe Defendants is responsible in some manner for the conduct alleged
13 herein.

14 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

15 13. When a consumer tries to create a profile and sign up for the Product, as an initial
16 step, Defendant League requires the individual to input and provide a substantial amount of personal
17 and confidential information, which Defendant League purportedly uses to verify the consumer's
18 identity and educational background. After the individual has provided the information, but before
19 Defendant League has started the supposed verification process, s/he receives a prompt about how
20 many people are in line to be verified ahead of him/her. The number indicated by Defendant League
21 is usually an exponential five-figure amount. For example, a consumer will be shown a message
22 such as "there are currently 80,000 profiles ahead of you that need to be verified." After advertising
23 this statement, Defendant League proceeds to tell the consumer that if s/he pays for a membership,
24 his/her profile verification process will be expedited and completed within twenty-four hours.
25 Defendant League offers three membership pricing options: one week of membership for \$99.99,
26 one month of membership for \$299.99, or three months of membership for \$399.99. That is, for the
27 additional cost (for one week, one month, or three months), the consumer will receive the purported
28 benefit of being verified more quickly, and have faster access to potential dates. Further

1 exacerbating its tortious advertising tactics, to deceive consumers into buying the Product and
2 paying for a membership, Defendant League creates an even more heightened sense of urgency by
3 providing false reports about how the consumer has moved up incrementally in the queue.
4 Consequently, Defendant League misleads the individual into thinking that if a membership is not
5 purchased, s/he will be waiting several months or possibly even years before verification is
6 completed or access to potential dates is permitted.

7 14. In reality, however, Defendant League fabricates the number of profiles that need to
8 be verified. Hence, when a consumer is told that 100,000 individuals are in line before him/her
9 waiting to be verified, there are not actually 100,000 profiles preceding the consumer at all. By
10 perpetuating this deceptive marketing strategy, Defendant League misrepresents the number of
11 profiles on its application, and also creates a false sense of urgency and benefit. Thus, the Product
12 does not confer any of its marketed value, and no genuine benefit is being provided to the consumer
13 in exchange for paying for a membership. That is, the Product, i.e., “the League” membership, does
14 not actually provide its advertised advantages because Defendant League deliberately misrepresents
15 how much a person is moving up in the verification process and lies to consumers about the
16 existence of a waiting line.

17 15. Notably, several of Defendant League’s marketing tactics that have been described
18 herein reflect conduct that the Federal Trade Commission (“FTC”) has identified as prohibited.
19 Similarly, Defendant League’s advertising scheme of the Product constitutes an unlawful form of
20 drip pricing, which the FTC defines as “a pricing technique in which firms only advertise only part
21 of a product’s price, and reveal other charges as the customer goes through the buying process.”
22 Moreover, Defendant League’s application design for the Product and the method by which the
23 Product’s app presents information to consumers are tantamount to various types of dark patterns
24 that the FTC has proscribed for online retail marketing practices. Furthermore, Defendant League’s
25 design of the Product also tricks consumers into paying for a membership or expedited verification
26 fee by obligating consumers to navigate through a specific sequence of questions and prompts that
27 Defendant League controls. For example, consumers are not apprised of the fact that they will have
28 to pay an extra fee for verification until after they have provided all their sensitive information to

1 Defendant League. Hence, there was no way for Plaintiff or the Class members to know about the
2 membership cost or verification fee before they had already turned over their confidential personal
3 details to Defendant League. The FTC has regularly singled out such marketing strategies as
4 deceptive and dishonest.

5 **Defendant League's Unlawful Autorenewal Scheme**

6 16. When an individual signs up for a one-week membership, s/he is told that the cost will
7 be \$99.99 for "1 WEEK MEMBER" (see image below):



16 17. When a reasonable consumer sees this advertising, they believe that they will pay
17 \$99.99 for one week of membership. The reality that Defendant League conveniently hides from
18 individuals is that they will actually be charged \$99.99 automatically per week. Defendant League's
19 methods of auto-renewing memberships patently fail to comply with California's autorenewal
20 requirements on multiple fronts. *See* Cal. Bus. & Prof. Code § 17600 *et seq.* For example, if a
21 business allows a consumer to sign up for an automatically renewing subscription online, the
22 business must provide a method to terminate the subscription online as well. Cal. Bus. & Prof. Code
23 § 17602(d)(1). Yet, as demonstrated by Plaintiff's experience, Defendant League blocks consumers
24 from terminating subscriptions entirely, let alone providing the same platform for subscription sign-
25 up and termination. When Plaintiff contacted Defendant League about stopping her subscription
26 and providing her a refund for unauthorized charges, Defendant wholly refused to rectify its
27 misconduct or provide any modicum of remedy. Hence, even if Defendant League disclosed the
28 truth, that it will automatically charge \$99.99 per week, its marketing tactics still constitute

1 violations of the CLRA, UCL, and California autorenewal laws.

2 18. Hence, Defendant League is reaping substantial ill-gotten profits at the expense of
3 consumers. Consequently, Defendant League has made, and continues to make, false, deceptive,
4 and misleading claims and promises to consumers about the characteristics, cost, quality, and
5 advantages of the Product in a pervasive statewide marketing scheme that falsely touts the benefits
6 of Defendant League's services and pricing. Defendant League's dating app, membership tiers, and
7 the Product do not live up to the advertising claims made by Defendant League. Accordingly,
8 Defendant League's actions violate sections 1770(a)(5), (a)(7), (a)(9), and (a)(16) of the CLRA. As
9 a direct and proximate result of Defendant League's violations of the CLRA, Plaintiff and the
10 members of the Class paid Defendant League for the Product and made purchases that they
11 otherwise would not have completed and therefore seek restitution of monies in an amount to be
12 determined at trial.

13 19. Plaintiff is a senior citizen California resident who paid the so-called "1 WEEK" fee
14 of \$99.99 to Defendant League in October 2022 for the purported benefit of being moved ahead of
15 approximately 55,719 individuals in Defendant League's profile verification line. Plaintiff
16 reasonably made her purchasing decision based on Defendant League's fabricated tallies about how
17 many people were waiting to be verified. Had Plaintiff known that the number "55719" was fake
18 and entirely manufactured by Defendant League, and that there were not actually 55,719 individuals
19 waiting to be verified, Plaintiff would not have paid for the Product. In the time span during which
20 Plaintiff paid for the Product, Defendant League failed to provide her with the Product's advertised
21 benefit, since there were never truly 55,719 pending verifications ahead of Plaintiff's profile.
22 Plaintiff purchased the Product, and paid a "1 WEEK" membership fee for the Product in reliance
23 upon the challenged advertising claims, without knowledge of the fact that buying Defendant
24 League's Product and paying the "1 WEEK" membership fee failed to provide the marketed benefit
25 and that Defendant League lied to consumers about the number of profiles that had to be verified.
26 Plaintiff used the Product as instructed and would not have purchased the Product if she had known
27 that the advertising as described herein was false, misleading, and deceptive. Furthermore, Plaintiff
28 was subjected to Defendant League's unlawful autorenewal scheme.

1 20. Plaintiff reasonably relied on Defendant League’s advertising of the Product. Plaintiff
2 relied on Defendant League’s advertising and advertising scheme for the Product, without
3 knowledge of the fact that Defendant League was lying about the Product’s price, autorenewal
4 system, or purported benefits. Defendant League knows or has reason to know that consumers like
5 Plaintiff would find the challenged attribute important in their decision to retain the Product. In
6 opting to purchase the Product and pay the \$99.99 fee for Defendant League’s “1 WEEK”
7 membership, Plaintiff relied on the misrepresentations Defendant League disseminated for the
8 Product, including the attribute of moving up in the verification queue. Without doubt, these
9 characteristics and faster verification are material to the reasonable consumer, especially in the
10 context of dating apps. Plaintiff would not have bought the Product from Defendant League if she
11 had known that the advertising as described herein was false, misleading, and deceptive. All
12 members of the putative Class were exposed to Defendant League’s deceptive marketing of the
13 Product. Defendant League’s false and misleading statements and omissions tricked Plaintiff and
14 the putative Class and subjected them all to numerous legal and monetary injuries.

15 21. The malicious actions taken by Defendant League caused significant harm to
16 consumers. Plaintiff and similarly situated Class members paid monies for the Product and dating
17 app membership schemes and services they did not receive because they were reasonably misled by
18 Defendant League’s misrepresentations about the Product. Had Plaintiff and the other Class
19 members known that the Product actually failed to provide its advertised benefits, they would not
20 have bought it or would have paid less for the Product. As a result, Plaintiff and similar situated
21 Class members have been deceived and suffered economic injury. Plaintiff was economically
22 harmed by Defendant League’s deceptive marketing and misleading advertising about the Product’s
23 cost and value.

24 22. California consumers who have been deceived by Defendant’s advertising and billing
25 practices have complained to the Better Business Bureau. *See* [https://www.bbb.org/us/ca/san-](https://www.bbb.org/us/ca/san-francisco/profile/online-dating-services/the-league-app-inc-1116-879957/complaints)
26 [francisco/profile/online-dating-services/the-league-app-inc-1116-879957/complaints](https://www.bbb.org/us/ca/san-francisco/profile/online-dating-services/the-league-app-inc-1116-879957/complaints). For example,
27 one disappointed user complains to the San Francisco Better Business Bureau, in part:

28 I have not opened the app all year and now I discovered they sneakily auto-renewed

1 my membership, hidden behind apple pay without a description. I saw the charge on
2 my credit card and thought it was for Apple Music - since it said Apple. The League
3 was not identified in the charge. The app and service are useless. I requested a
cancellation several times in 2019 on the app through their "concierge" and was
charged again. I spent \$500 and got nothing in return. A total sham.

4 *Id.*

5
6 **CLASS ACTION ALLEGATIONS**

7 23. Plaintiff brings this class action on behalf of herself individually and all other
8 Californians similarly situated, pursuant to California Code of Civil Procedure Section 382,
9 California Civil Code Section 1781, and California Business and Professions Code Section 17203.

10 The proposed class is defined as follows (the "Class"):

11 All California consumers who purchased the Product in California for personal use
12 and not for resale during the time period of November 17, 2018, through the
13 present. Excluded from the class are Defendant League, its affiliates, employees,
14 officers, and directors, any individual who received remuneration from Defendant
League in connection with that individual's use or endorsement of the Product, the
Judge(s) assigned to this case, and the attorneys of record in this case.

15 Plaintiff reserves the right to amend the Class definition if discovery and further investigation
16 reveal that the Class should be expanded or otherwise modified.

17 24. Class certification is proper because Defendant League acted (or refused to act) on
18 grounds generally applicable to the Class, thereby making appropriate injunctive relief for the
19 entire Class. Plaintiff reserves the right to modify the definition of the Class after further
20 discovery, and further reserves the right to only seek class certification for injunctive relief and
21 not to seek class certification for monetary damages.

22 25. This action is properly brought as a class action for the following reasons:

- 23 (a) The members in the proposed Class, which contains no less than 1,000 members and
24 based on good information and belief is comprised of several thousands of individuals,
25 are so numerous that individual joinder of all members is impracticable, and disposition
26 of the Class members' claims in a single class action will provide substantial benefits to
27 the parties and Court, and is in the best interests of the parties and judicial economy;

- 1 (b) The disposition of Plaintiff's and the proposed Class members' claims in a class action
2 will provide substantial benefits to the parties and the Court;
- 3 (c) Plaintiff's claims are typical of the claims of the members of the proposed Class. Plaintiff
4 and all Class members have been injured by the same wrongful practices of Defendant
5 League. Plaintiff's claims arise from the same practices and conduct that give rise to the
6 claims of all Class members and are based on the same legal theories;
- 7 (d) Plaintiff will fairly and adequately protect the interests of the proposed Class in that
8 she has no interests antagonistic to those of the other proposed Class members, and
9 Plaintiff has retained attorneys experienced in consumer class actions and complex
10 litigation as counsel;
- 11 (e) The proposed class is ascertainable, and there is a well-defined community of interest
12 in the questions of law or fact alleged herein, since the rights of each proposed Class
13 member were infringed or violated in the same fashion;
- 14 (f) Questions of law and fact common to the Class predominate over any questions
15 affecting only individual Class members. Such questions of law and fact common to
16 Plaintiff and the Class include, without limitation:
- 17 i. Whether the Class members suffered an ascertainable loss as a result of
18 Defendant League's misrepresentations;
- 19 ii. Whether, as a result of Defendant League's misconduct alleged herein,
20 Plaintiff and the Class members are entitled to restitution, injunctive
21 relief, and or/monetary relief, and if so, the amount and nature of such
22 relief;
- 23 iii. Whether Defendant League made any statement it knew or should have
24 known was false or misleading;
- 25 iv. Whether the utility of Defendant League's practices, if any, outweighed
26 the gravity of the harm to its victims;
- 27 v. Whether Defendant League's conduct violated public policy, including
28 as declared by specific constitutional, statutory, or regulatory provisions;

1 vi. Whether Defendant League's conduct violated the UCL; and

2 vii. Whether Defendant League's conduct violated the CLRA;

3 (g) Plaintiff knows of no difficulty that will be encountered in the management of this
4 litigation which would preclude its maintenance as a class action. A class action is
5 superior to other available methods for the fair and efficient adjudication of this
6 controversy because individual litigation of the claims, respectively, is impracticable.
7 Requiring each individual Class member to file an individual lawsuit would
8 unreasonably consume the amounts that may be recovered. Even if every Class Member
9 could afford individual litigation, the adjudication of tens of thousands of claims would
10 be unduly burdensome to the courts. Individualized litigation would also present the
11 potential for varying, inconsistent, or contradictory judgments and would magnify the
12 delay and expense to all parties and to the court system resulting from multiple trials of
13 the same factual issues. By contrast, the conduct of this action as a class action, with
14 respect to some or all of the issues presented herein, presents no management
15 difficulties, conserves the resources of the parties and of the court system, and protects
16 the rights of the Class members. Plaintiff anticipates no difficulty in the management
17 of this action as a class action. The prosecution of separate actions by individual Class
18 members may create a risk of adjudications with respect to them that would, as a
19 practical matter, be dispositive of the interests of the other Class members not parties
20 to such adjudications or that would substantially impair or impede the ability of such
21 non-party Class members to protect their interests.

22 (h) Defendant League has, or has access to, address information for the Class members,
23 which may be used for the purpose of providing notice of the pendency of this class
24 action. Defendant League is in an especially bolstered position to access Class members'
25 contact information because all affected individuals had to and must provide their
26 names, sensitive billing details, and contact information to Defendant League before
27 they could obtain the Product.

28 (i) Plaintiff seeks damages and equitable relief on behalf of the proposed class on grounds

1 generally applicable to the entire proposed class.

2 **FIRST CAUSE OF ACTION**

3 **Common Law Fraud**

4 **By Plaintiff on Behalf of the Class**

5 26. Plaintiff re-alleges and incorporates by reference the allegations contained in the
6 paragraphs above as if fully set forth herein.

7 27. Plaintiff brings this cause of action for common law fraud individually and on
8 behalf of the members of her proposed Class against Defendant League.

9 28. Defendant League represented to Plaintiff and the other Class members that
10 important facts were true. More specifically, Defendant League represented to Plaintiff and the
11 other Class members through its advertising for the Product, that the Product provided benefits
12 which it actually did not. Defendant League's representations were false. Defendant League
13 knew that the misrepresentations were false when it made them, or Defendant League made
14 the misrepresentations recklessly and without regard for their truth. Defendant League
15 intended that Plaintiff and the other Class members rely on the representations.

16 29. Plaintiff and the other Class members reasonably and justifiably relied on
17 Defendant League's representations.

18 30. Plaintiff and the other Class members were financially harmed and suffered other
19 damages. Defendant League's misrepresentations and/or nondisclosures were the immediate
20 cause of Plaintiff and the other Class members purchasing the Product. Plaintiff's and the other
21 Class members' reliance on Defendant League's representations was the immediate cause of the
22 financial loss and legal injuries. In absence of the Defendant League's misrepresentations and/or
23 nondisclosures, as described above, Plaintiff and the other Class members, in all reasonable
24 probability, paid monies and provided confidential information to Defendant League that they
25 otherwise would not have provided.

26 31. The fraudulent actions of Defendant League caused damage to Plaintiff and the
27 Class members, who seek damages and other legal and equitable relief as a result.

28 ///

1 **SECOND CAUSE OF ACTION**

2 **Negligent Misrepresentation**

3 **By Plaintiff on Behalf of the Class**

4 32. Plaintiff re-alleges and incorporates by reference the allegations contained in the
5 paragraphs above as if fully set forth herein.

6 33. Plaintiff brings this cause of action for negligent misrepresentation individually
7 and on behalf of the proposed Class against Defendant League.

8 34. As discussed above, Defendant League represented the Product provided a certain
9 value and quantified benefit. Yet, Defendant League failed to disclose that the Product did not
10 in fact possess its advertised value or identity. Defendant League had a duty to disclose this
11 information.

12 35. At the time Defendant League made these misrepresentations, Defendant League
13 knew or should have known that these misrepresentations were false or made them without
14 knowledge of their truth or veracity. At an absolute minimum, Defendant League negligently
15 misrepresented or negligently omitted material facts about the Product.

16 36. The negligent misrepresentations and omissions made by Defendant League, upon
17 which Plaintiff and the Class members reasonably and justifiably relied, were intended to
18 induce and actually induced Plaintiff and the Class members to pay monies to Defendant League
19 that they otherwise would not have paid, as well as retain services that they otherwise would
20 not have.

21 37. The negligent actions of Defendant League caused damage to Plaintiff and the
22 Class members, who seek damages and other legal and equitable relief as a result.

23 **THIRD CAUSE OF ACTION**

24 **Violation of California's Unfair Competition Law**

25 **California Business and Professions Code Section 17200 *et seq.***

26 **By Plaintiff on Behalf of the Class**

27 38. Plaintiff re-alleges and incorporates by reference the allegations contained in the
28 paragraphs above as if fully set forth herein.

1 39. Plaintiff brings this cause of action for violation of the UCL individually and on
2 behalf of the proposed Class against Defendant League.

3 40. The UCL prohibits acts of “unfair competition,” including any unlawful, unfair,
4 fraudulent, or deceptive business act or practice as well as “unfair, deceptive, untrue or
5 misleading advertising.”

6 41. Defendant League’s failure to disclose the truth about the Product’s pricing, value,
7 and benefits is likely to deceive a reasonable consumer and therefore constitutes a fraudulent or
8 deceptive business practice.

9 42. Defendant League’s sale of the Product without disclosing the truth about the
10 Product’s true value and benefits offends established public policy and constitutes an unfair
11 business practice. This injury is not outweighed by any countervailing benefits to consumers or
12 competition.

13 43. Defendant League’s conduct is unlawful in that it violated numerous statutes,
14 including California Civil Code Section 1770(a); California Civil Code Sections 1709-1710; and
15 California Civil Code Sections 1572-1573, as well as constituted common law fraud.

16 44. Defendant League further violated California Business and Professions Code
17 Section 17200’s prohibition against engaging in “unlawful” business acts or practices by, *inter*
18 *alia*, failing to comply with California Civil Code Section 1750 *et seq.*

19 45. Additionally, the acts, omissions, misrepresentations, practices, and non-
20 disclosures of Defendant League, as alleged herein, constitute “unlawful” business acts and
21 practices in that they violate California’s Autorenewal Law (the “ARL”). *See* Cal. Bus. & Prof.
22 Code § 17601(e). By enacting the “ARL”, the State legislature has made it clear that subjecting
23 consumers to deceptive autorenewal tactics amounts to a legal injury.

24 46. Defendant League’s membership constitutes a “continuous service” under the
25 ARL. Moreover, the ARL specifically provides: “(a) It shall be unlawful for any business to make
26 an automatic renewal offer or continuous service offer to a consumer in this state to do any of
27 the following: (1) fail to present the automatic renewal offer terms or continuous service offer
28 terms in a clear and conspicuous manner before the subscription or purchase agreement is

1 fulfilled; (2) charge the consumer’s credit card, or the consumer’s account with a third party,
2 for an automatic renewal or continuous service without first obtaining the consumer’s
3 affirmative consent to the agreement containing the automatic renewal offer terms or
4 continuous service offer terms, including the terms of an automatic renewal offer or continuous
5 service offer that is made at a promotional or discounted price for a limited period of time; (3)
6 fail to provide an acknowledgment that included the automatic renewal offer terms or
7 continuous service offer terms, cancellation policy, and information regarding how to cancel in
8 a manner that is capable of being retained by the consumer.” Cal. Bus. & Prof. Code § 17602.

9 47. Defendant League’s conduct violates each provision of the ARL. Specifically:

- 10 a. Defendant League failed to disclose to Plaintiff and the Class members, in a clear
11 and conspicuous manner, that they would be signed up for the Product and
12 charged \$99.99 per week for the Product *ad infinitum*. Specifically, by the
13 purchase icon, there was not a statement that: (i) subscription or purchasing
14 agreement will continue until the consumer cancels; (ii) a description of the
15 cancellation policy that applies to the offer; or (iii) that the service is continuous;
16 nor were these statements “clear and conspicuous.”
- 17 b. Defendant League charged Plaintiff and the Class members \$99.99 per week for
18 the Product without first obtaining consumers’ affirmative consent and agreement
19 to the terms.
- 20 c. Defendant League failed to provide an acknowledgement to Plaintiff and the Class
21 members that included Defendant League’s terms and cancellation policy for its
22 dating app membership, and information regarding how to cancel the subscription
23 for the Product.

24 48. Had Defendant League made clear that Plaintiff was going to be charged \$99.99
25 per week indefinitely for the Product, she would not have bought Defendant League’s
26 membership. Similarly, had the Class members known that Defendant League was going to
27 charge them *ad infinitum* for the Product, they would not have paid for any subscription of the
28 Product or purchased any time increment of Defendant League’s membership services. As a

1 result, Plaintiff and the Class members expended money they would not have otherwise spent
2 had they been aware they were going to be charged for the Product and that those charges were
3 ongoing. Had Plaintiff and the members of the Class been aware of Defendant League's unlawful
4 tactics, they would not have purchased Defendant League's Product at all or would have paid
5 less than what they did for it.

6 49. Plaintiff and the Class members have suffered injury in fact and have lost money
7 and/or property as a result of Defendant League's fraudulent, unfair, and/or unlawful business
8 practices, in that as a result of Defendant League's violations of the UCL, Plaintiff and the Class
9 paid for dating app memberships and services that they would not have bought or paid more
10 than they would have if Defendant League had not violated the UCL.

11 50. Plaintiff and the Class reserve the right to allege other violations of law which
12 constitute other unlawful business acts and practices. Such conduct is ongoing and continues to
13 this date.

14 51. Pursuant to California Business and Professions Code Sections 17203 and 17535,
15 Plaintiff and the Class seek an order of this Court enjoining Defendant League from continuing
16 to engage, use, or employ their practice of advertising and marketing the Product in an
17 untruthful manner. Likewise, Plaintiff and the Class seek an order requiring Defendant League
18 to disclose such misrepresentations, and additionally request an order awarding Plaintiff
19 restitution of the money wrongfully acquired by Defendant League by means of Defendant
20 League's failure to disclose the existence and significance of said misrepresentations in an
21 amount to be determined at trial. Additionally, Plaintiff seeks an order for the disgorgement of
22 all monies from the sale of Defendant League's Product that were unjustly acquired through
23 unlawful acts and practices. Plaintiff and the Class members also seek full restitution of all
24 monies paid to Defendant League as a result of its deceptive practices, interest at the highest
25 rate allowable by law, and the payment of Plaintiff's attorneys' fees and costs pursuant to, *inter*
26 *alia*, California Civil Code Procedure Section 1021.5. Plaintiff reserves the right to seek
27 additional preliminary or permanent injunctive relief.

28 52. Plaintiff lacks an adequate remedy at law because the ARL does not contain a

1 private right of action, and therefore Plaintiff and the Class members' sole recourse for
2 Defendant League's violation of the ARL is a cause of action via the UCL, which does not provide
3 for damages. In addition, Plaintiff lacks an adequate remedy at law for future harm.

4 **FOURTH CAUSE OF ACTION**

5 **Violation of California's Consumers Legal Remedies Act**

6 **California Civil Code Section 1750 *et seq.***

7 **By Plaintiff on Behalf of the Class**

8 53. Plaintiff re-alleges and incorporates by reference the allegations contained in the
9 paragraphs above as if fully set forth herein.

10 54. Plaintiff brings this cause of action for violation of the CLRA individually and on
11 behalf of the proposed Class against Defendant League.

12 55. The CLRA prohibits any unfair, deceptive, and/or unlawful practices, as well as
13 unconscionable commercial practices in connection with the sales of any goods or services to
14 consumers. *See* Cal. Civ. Code § 1770.

15 56. The CLRA "shall be liberally construed and applied to promote its underlying
16 purposes, which are to protect consumers against unfair and deceptive business practices and to
17 provide efficient economical procedures to secure such protection." Cal. Civ. Code § 1760.

18 57. Defendant League is a "person" under the CLRA. Cal. Civ. Code § 1761(c).

19 58. Plaintiff and the putative Class members are "consumers" under the CLRA. Cal.
20 Civ. Code § 1761 (d).

21 59. The Product constitutes a "good" under the CLRA. Cal. Civ. Code § 1761(a).

22 60. Plaintiff and the putative Class members' payment and purchases of the Product
23 within the Class Period constitute "transactions" under the CLRA. Cal. Civ. Code § 1761(e).

24 61. Defendant League's actions and conduct described herein reflect transactions that
25 have resulted in the sale and/or intended sale of services to consumers.

26 62. Defendant League's failure to market the Product in accordance with California
27 advertising and marketing requirements constitutes an unfair, deceptive, unlawful, and
28 unconscionable commercial practice.

1 63. Defendant League’s actions have violated at least four provisions of the CLRA,
2 including Sections 1770(a)(5), 1770(a)(7), 1770(a)(9), and 1770(a)(16).

3 64. As a result of Defendant League’s violations, Plaintiff and the Class suffered, and
4 continue to suffer, ascertainable losses they would not have incurred had the Product been
5 marketed correctly, or in the form of the reduced value of the Product relative to the Product
6 as advertised and the retail price they paid.

7 65. Pursuant to Section 1782 of the CLRA, on approximately November 17, 2022,
8 Plaintiff notified Defendant League in writing of the particular violations of Section 1770 of the
9 CLRA, and demanded Defendant League rectify the actions described above by providing
10 monetary relief, agreeing to be bound by its legal obligations, and to give notice to all affected
11 consumers of its intent to do so.

12 66. Defendant League has failed to rectify or agree to rectify at least some of the
13 violations associated with actions detailed above and give notice to all affected consumers
14 within 30 days of receipt of the Section 1782 notice. Thus, Plaintiff seeks actual damages and
15 punitive damages for violation of the CLRA.

16 67. In addition, pursuant to Section 1780(a)(2), Plaintiff seeks a Court order enjoining
17 the above-described wrongful acts and practices that violate California Civil Code Section 1770.

18 68. Plaintiff and the Class members also seek to recover attorneys’ fees, costs,
19 expenses, disbursements, and punitive damages pursuant to California Civil Code Sections 1780
20 and 1781.

21 **FIFTH CAUSE OF ACTION**

22 Unjust Enrichment

23 By Plaintiff on Behalf of the Class

24 69. Plaintiff re-alleges and incorporates by reference the allegations contained in the
25 paragraphs above as if fully set forth herein.

26 70. Plaintiff brings this cause of action for unjust enrichment individually and on
27 behalf of the proposed Class against Defendant League.

28 71. Plaintiff and the Class members conferred benefit on Defendant by purchasing the

1 Product.

2 72. Defendant has been unjustly enriched in retaining the revenues derived from
3 Plaintiff's and the Class members' purchases of the Product. Retention of those moneys under
4 these circumstances is unjust and inequitable because the Product is not in fact being provided
5 and resulted in purchasers being denied the full benefit of their purchase and also being charged
6 more than the Product's advertised price.

7 73. Because Defendant's retention of the non-gratuitous benefits conferred on it by
8 Plaintiff and the Class members is unjust and inequitable, Defendant must pay restitution to
9 Plaintiff and the Class members for its unjust enrichment, as ordered by the Court.

10 PRAYER FOR RELIEF

11 WHEREFORE, Plaintiff, on behalf of herself and on behalf of the Class defined herein,
12 prays for judgment and relief on all Causes of Action as follows:

- 13 A. That this action be certified and maintained as a class action and the Court certify
14 the proposed Class as defined, appointing Plaintiff as representative of the Class,
15 and appointing the attorneys and law firms representing Plaintiff as counsel for
16 the Class;
- 17 B. For an order declaring that Defendant League's conduct violates the statutes
18 referenced herein;
- 19 C. That the Court award compensatory, statutory, and/or punitive damages as to all
20 Causes of Action where such relief is permitted;
- 21 D. That the Court award Plaintiff and the proposed Class members the costs of this
22 action, including reasonable attorneys' fees and expenses, including attorneys' fees
23 awarded as costs pursuant to California Civil Code Section 1717.5;
- 24 E. For an order enjoining Defendant League from continuing to engage in the
25 unlawful conduct and practices described herein;
- 26 F. That the Court award equitable monetary relief, including restitution and
27 disgorgement of all ill-gotten gains, and the imposition of a constructive trust
28 upon, or otherwise restricting the proceeds of Defendant League's ill-gotten gains,

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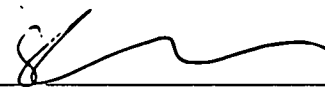
- to ensure that Plaintiff and the proposed Class members have an effective remedy;
- G. That the Court award pre-judgment and post-judgment interest at the legal rate;
- H. Imposition of a constructive trust to prevent unjust enrichment and to compel the restoration of property (money) to Plaintiff and the Class which Defendant League acquired through fraud;
- I. That the Court order appropriate declaratory relief; and
- J. That the Court grant such other and further as may be just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all claims so triable.

Dated: January 6, 2023

Respectfully Submitted,

By: 

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