

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

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Case Number: CGC-13-536389

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Filed by: MEREDITH GRIER

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COMPLAINT

RICHARD WRIGHT VS. SPARKS NETWORKS, INC. et al

001C04319126

**Instructions:**

Please place this sheet on top of the document to be scanned.

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

SPARK NETWORKS, INC., and DOES 1 through 30, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

RICHARD WRIGHT, on behalf of himself and all others similarly situated,

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): San Francisco Superior Court  
400 McCallister Street  
San Francisco, CA 94105

CASE NUMBER  
(Número de Caso) CGC 13-536389

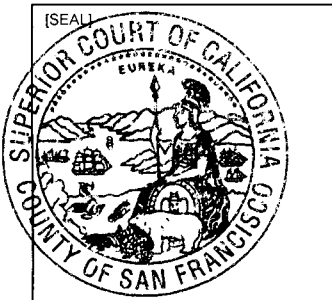
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Joshua Konecky (SBN 182897) 180 Montgomery St., Ste. 2000, San Francisco, CA 94104 (415) 421-7100

DATE: December 23, 2013  
(Fecha) DEC 23 2013

CLERK OF THE COURT Clerk, by  
(Secretario) MEREDITH GRIER

Deputy  
(Adjunto) *[Signature]*

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

- 1.  as an individual defendant.
- 2.  as the person sued under the fictitious name of (specify):  
Does 1 - 30

- 3.  on behalf of (specify): SPARK NETWORKS, INC.

- under:  CCP 416.10 (corporation)  CCP 416.60 (minor)
- CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)
- other (specify):

- 4.  by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): <b>JOSHUA KONECKY (SBN 182897)</b> <b>SCHNEIDER WALLACE COTTRELL KONECKY LLP</b> 180 Montgomery Street, Suite 2000 San Francisco, CA 94104 TELEPHONE NO: (415) 421-7100 FAX NO: (415) 421-7105 ATTORNEY FOR (Name): <b>Plaintiff, Richard Wright</b>		FOR COURT USE ONLY <div style="text-align: center; font-size: 2em; font-weight: bold;">FILED</div> SUPERIOR COURT COUNTY OF SAN FRANCISCO DEG 23 2013 CLERK OF THE COURT BY: <i>Messiah</i> Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>San Francisco</b> STREET ADDRESS: <b>400 McAllister Street</b> MAILING ADDRESS: <b>400 McAllister Street</b> CITY AND ZIP CODE: <b>San Francisco, CA 94105</b> BRANCH NAME: <b>Civic Center Courthouse</b>		CASE NAME: <b>Richard Wright v. Spark Networks, Inc.</b>	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">CGC-13-536389</div> JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input checked="" type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive

4. Number of causes of action (specify):

5. This case  is  is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 20, 2013  
 Joshua Konecky, Esq.  
 (TYPE OR PRINT NAME)

*[Signature]*  
 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

1 JEREMY PASTERNAK, (SBN 181618)  
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3 A Professional Corporation  
4 445 Bush St., Sixth Floor  
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11 180 Montgomery Street, Suite 2000  
12 San Francisco, California 94104  
13 Telephone: (415) 421-7100  
14 Facsimile: (415) 421-7105

15 Attorneys for Plaintiffs

**FILED**  
San Francisco County Superior Court

DEC 23 2013

CLERK OF THE COURT  
BY: Margaret Green  
Deputy Clerk

16  
17  
18 **IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
19 **FOR THE COUNTY OF SAN FRANCISCO**

**CGC-13-536389**

20 RICHARD WRIGHT, on behalf of himself and  
21 all others similarly situated,

22 Plaintiff,

23 vs.

24 SPARK NETWORKS, INC.; and DOES 1  
25 through 30, inclusive

26 Defendants.

Case No.:

[COMPLEX CASE]

CLASS ACTION COMPLAINT FOR  
ARBITRARY AND INTENTIONAL  
DISCRIMINATION ON THE BASIS OF  
SEXUAL ORIENTATION IN VIOLATION  
OF THE UNRUH CIVIL RIGHTS ACT,  
CALIFORNIA CIVIL CODE §51 ET SEQ.

1 Plaintiff, Richard Wright, by and through his attorneys, alleges on behalf of himself and all  
2 others similarly situated as follows:

3 **NATURE OF THE CASE**

4 1. This is a class action complaint against Spark Networks Inc. (hereafter "Spark" or  
5 "Defendants") for arbitrarily and intentionally excluding gays and lesbians from its commercial,  
6 internet dating services in violation of California's Unruh Civil Rights Act.

7 2. The Unruh Act provides: "All persons within the jurisdiction of this state are free  
8 and equal, and no matter what their ... sexual orientation are entitled to the full and equal  
9 accommodations, advantages, facilities, privileges, or services in all business establishments of  
10 every kind." Cal. Civ. Code §51(b); *Isbister v. Boys' Club of Santa Cruz, Inc.*, 40 Cal.3d 72, 75  
11 (1985).

12 3. Spark and the commercial dating services it owns and operates are "business  
13 establishments" within the meaning of the Unruh Act and are therefore subject to the Act's broad  
14 antidiscrimination mandate. The dating services also are "services," "accommodations,"  
15 "advantages," and "privileges" that Spark offers to the general public. Under the Unruh Act, all  
16 individuals in California are entitled to full and equal access to each and every one of these dating  
17 services regardless of their sexual orientation. Despite this legal mandate, Spark intentionally  
18 offers many commercial dating websites to the public that arbitrarily and categorically exclude  
19 gays and lesbians based on their sexual orientation.

20 4. Many of Spark's commercial dating websites require the users to state either: "I'm a  
21 man seeking a woman," or "I'm a woman seeking a man," or words to that effect, to actually use  
22 the dating services. Examples of Spark's commercial dating services that impose this  
23 discriminatory restriction include: 1) Christianmingle.com; 2) LDSSingles.com; 3)  
24 CatholicMingle.com; 4) BlackSingles.com; 5) MilitarySinglesConnection.com; and 6)  
25 AdventistSinglesConnection.com. Spark provides these services only to individuals who have  
26 heterosexual relationships. Individuals who do not have heterosexual relationships cannot access  
27

1 these services at all; much less obtain full and equal services, accommodations, advantages and  
2 privileges no matter what their sexual orientation.

3 5. In or about August 2013, Plaintiff Richard Wright attempted to access one of  
4 Spark's dating services, ChristianMingle.com, to find a compatible partner of the same sex. By  
5 using the discriminatory policy described herein, Spark denied Plaintiff full and equal services,  
6 accommodations, advantages and privileges based on his sexual orientation. Plaintiff inquired  
7 from Spark's 'contact us' link on the site, why it did not permit gays and lesbians from seeking a  
8 same sex match. However, Plaintiff's inquiry went unanswered. In September 2013, Plaintiff  
9 readdressed his concern through yet another unanswered e-mail inquiry sent to Defendants.

10 6. Plaintiff brings this case on behalf of all gay and lesbian individuals who are citizens  
11 of California and who have been and/or are still denied full and equal accommodations,  
12 advantages, privileges, or services based on their sexual orientation, in connection with one or  
13 more of the commercial dating websites owned and/or operated by Spark Networks, Inc., which  
14 limits access to a man seeking a woman or a woman seeking a man, at any time from three (3)  
15 years before the filing of this complaint to the resolution of this action.

16 7. Under the Unruh Civil Rights Act, including California Civil Code §52, Mr. Wright  
17 and the Class are entitled to an injunction to ensure the full enjoyment of their civil rights with  
18 respect to Defendants' dating services, and all their accommodations, advantages, privileges and  
19 services. Plaintiff and each Class Member are also entitled to a minimum \$4,000 penalty for each  
20 and every offense made with respect to their sexual orientation in connection with Defendants'  
21 dating services.

## 22 JURISDICTION AND VENUE

23 8. This Court has jurisdiction over this class action pursuant to Article VI, §10 of the  
24 California Constitution, because this suit is brought pursuant to the laws of the State of California,  
25 because injuries giving rise to this complaint took place in, and injured residents of California.

26 9. There is no federal subject matter jurisdiction presented in this matter. First, there is  
27 no federal question presented because Plaintiff brings the claim under California state law.

1 Second, there is no diversity jurisdiction because no single Class Member's claim exceeds  
2 \$75,000, and the Class and Defendants are all citizens of California. Plaintiff is a resident of San  
3 Francisco, California; the Class is limited to include only California citizens; and Defendants are  
4 citizens of California as defined in 29 U.S.C. 1332(c)(1). While Spark is incorporated in  
5 Delaware, its "principal place of business" is in Los Angeles, California because this is the "nerve  
6 center" where Spark maintains its headquarters and where its officers direct, control and coordinate  
7 the corporation's activities. *Hertz Corp. v. Friend* (2010) 130 S.Ct. 1181.

8 10. Venue is proper in the Superior Court for the County of San Francisco pursuant to  
9 California Code of Civil Procedure §§395(a) and 395.5 because a corporation may be sued in the  
10 county where the obligation or liability arises, or the breach occurs. While in San Francisco, Spark  
11 deprived Plaintiff of full an equal services, accommodations, advantages and privileges with  
12 respect to its commercial dating services.

### 13 PARTIES

14 11. Plaintiff Richard Wright is a resident of California. In or about August 2013,  
15 Plaintiff attempted to access ChristianMingle.com, a commercial dating service provided by Spark.  
16 Spark denied Plaintiff full and equal services, accommodations, advantages and privileges through  
17 its policy of requiring users to be either "a man seeking a woman" or "a woman seeking a man" to  
18 access the services. Shortly thereafter, Plaintiff lodged a complaint through Defendants' "contact  
19 us" link posted on the website. Defendants failed to respond. Plaintiff filed another complaint  
20 through Spark's website, which Defendants also refused to respond to or acknowledge.

21 12. Defendant Spark is a Delaware Corporation, with its principal place of business in  
22 California. Defendant maintains its headquarters and nerve center in Los Angeles, California,  
23 where the officers direct, operate, control, and coordinate its business. Spark owns and operates  
24 numerous commercial dating services, including, but not necessarily limited to,  
25 Christianmingle.com, LDSSingles.com, CatholicMingle.com, BlackSingles.com,  
26 MilitarySinglesConnection.com, and AdventistSinglesConnection.com. Spark and/or its  
27 commercial dating services are "business establishments" within the meaning of the California

1 Unruh Civil Rights Act, doing business in the State of California. Indeed, Spark provides its  
2 commercial dating services to customers in the general public for a fee. Defendants have and  
3 continue to intentionally and arbitrarily discriminate against gays and lesbians by limiting access to  
4 these services to “a man seeking a woman” or “a woman seeking a man.”

5 13. Plaintiff is ignorant of the true names and capacities of Defendants sued herein as  
6 DOES 1 through 30, inclusive, and therefore sue these Defendants by such fictitious names.  
7 Plaintiff will amend the Complaint to allege their true names and capacities when ascertained.  
8 Plaintiff is informed and believes and thereon alleges that each of the fictitiously named  
9 Defendants are responsible in some manner for the occurrences alleged herein, and that these  
10 Defendants proximately caused the injuries of Plaintiff and the Class Members alleged herein.

11 14. Any reference to “Spark,” “Defendant” or “Defendants” herein is intended to include  
12 all Defendants collectively.

13 **GENERAL ALLEGATIONS**

14 15. Spark has engaged in a systematic and intentional pattern and practice of arbitrary  
15 discrimination against gays and lesbians throughout California by denying them full and equal  
16 services, accommodations, advantages and privileges in connection with many of its commercial  
17 dating services.

18 16. As a matter of policy, Spark does not permit gays and lesbians to use many of its  
19 commercial dating websites to seek a match with a person of the same sex. Spark’s commercial  
20 dating services that impose this discriminatory restriction include, but are not necessarily limited  
21 to: 1) Christianmingle.com; 2) LDSSignles.com; 3) CatholicMingle.com; 4) BlackSingles.com; 5)  
22 MilitarySinglesConnection.com; and 6) AdventistSinglesConnection.com. At all times relevant  
23 herein, individuals seeking access to these and other similar dating services provided by Spark  
24 must sign-in on the home screen of the site as either “a man seeking a woman” or “a woman  
25 seeking a man,” or indicate a personal characteristic to that effect.

26 17. Those who are a “man seeking a woman,” or a “woman seeking a man,” receive a  
27 preliminary questionnaire which aids the user in developing an online profile. For instance,



1 Spark's questionnaire on ChristianMingle.com includes questions pertaining to a user's: 1)  
2 ethnicity; 2) church affiliation(s); 3) religious affiliation; 4) annual times a user goes to church; 5)  
3 height; 6) build; 7) hair color; 8) relationship status; 9) smoker/nonsmoker; 10) drinker/nondrinker;  
4 11) education; and 12) age – all of which are characteristics not exclusively drawn from the  
5 heterosexual community.

6 18. Once a user pays a fee, Spark better assists a user in finding a perfect match with a  
7 survey that purportedly offers a more in-depth analysis on compatibility. The survey matches  
8 couples based on personality traits such as: 1) habits; 2) style; 3) work-ethic; 4) social skills; 5)  
9 ambition; 6) outlook on marriage; 7) children; 8) favorite music; and 9) favorite activities (*not*  
10 *exhaustive*) – attributes that are also not exclusively enjoyed by heterosexual couples.

11 19. Gays and lesbians—whose personal characteristics include having relationships with  
12 individuals of the same sex—are thereby denied full and equal services, accommodations,  
13 privileges and advantages to Spark's commercial dating services based on their sexual orientation.

14 20. Spark's discrimination based on sexual orientation is arbitrary and intentional.

15 21. Plaintiff has called Spark's discriminatory policy and practice to the attention of  
16 Defendants, but they have made a conscious decision to maintain this arbitrary policy and practice,  
17 and have done so with the intent to discriminate based on sexual orientation.

18 **CLASS ALLEGATIONS**

19 22. Plaintiff brings this action on behalf of himself and all other similarly situated  
20 persons pursuant to California Code of Civil Procedure §382. The Class Plaintiff seeks to  
21 represent is defined as follows:

22 All gay and lesbian individuals who are citizens of California and who have  
23 been and/or are still denied full and equal accommodations, advantages,  
24 privileges, or services based on their sexual orientation, in connection with  
25 one or more of the commercial dating websites owned and/or operated by  
26 Spark Networks, Inc., which limits access to a man seeking a woman or a  
27 woman seeking a man, at any time from three (3) years before the filing of  
28 this complaint to the resolution of this action.

1           23.     This action has been brought and may be properly maintained pursuant to provisions  
2 of California Code of Civil Procedure §382.

3           24.     Numerosity: Members of the Class are so numerous and widely dispersed that  
4 joinder of them in one action is impracticable.

5           25.     Common Questions of Fact and Law: There are numerous and substantial questions  
6 of law and fact that are common to the class as a result of Defendants' common policy of denying  
7 full and equal services, accommodations, advantages and privileges based on sexual orientation in  
8 connection with their commercial dating services. The questions of law and fact common to the  
9 Class predominate over whatever questions that may affect particular Class Members. These  
10 common questions include the following:

11           a.       Whether Defendants' policy and practice of limiting access and enjoyment of  
12 its services to a man seeking a woman or a woman seeking a man constitutes discrimination  
13 based on sexual orientation under the Unruh Civil Rights Act;

14           b.       Whether Defendants' policy of limiting access and enjoyment of its services  
15 to a man seeking a woman or a woman seeking a man is arbitrary and/or intentional;

16           c.       The nature and scope of declaratory and injunctive relief that is necessary to  
17 ensure Plaintiff and the Class their full and equal enjoyment of the accommodations,  
18 advantages, privileges, and services offered by Defendants in connection with their  
19 commercial dating websites;

20           d.       The availability of and methods for awarding the \$4,000 minimum penalty  
21 under Cal. Civ. Code §52(b) for the denial of full and equal accommodations, advantages,  
22 privileges and services in connection with Defendants' commercial dating services.

23           26.     Typicality: Plaintiff's claims are typical of the claims of the members of the Class in  
24 that Plaintiff and the Class Members have been denied access to services of the Defendants on the  
25 basis of their sexual orientation. Defendants have violated Plaintiff's rights in a similar fashion as  
26 the rights of the Class, Plaintiff has suffered a similar injury as the Class, and Plaintiff's claims are  
27 based on the same legal theories as the claims of the Class.

1           27.    Adequacy: Plaintiff will fairly and adequately protect the interests of the members  
2 of the Class. Plaintiff has no adverse or antagonistic interests to those of the Class. Plaintiff has  
3 retained counsel competent and experienced in complex class action litigation, and Plaintiff  
4 intends to pursue this action vigorously.

5           28.    Superiority: A class action is superior to all other available means for the fair and  
6 efficient adjudication of this controversy. The economic harm suffered by each individual Class  
7 Member may be limited. Given the size of individual Class Members' claims and the expense and  
8 burden of individual litigation, it is economically infeasible and procedurally impracticable for  
9 Class Members to seek redress individually for wrongs done to them. The likelihood of individual  
10 Class Members prosecuting separate claims is exceedingly remote, and even if the Class Members  
11 could afford individual litigation, such piecemeal litigation would unreasonably tax the court  
12 system, given the size of the Class and the State of California's overburdened caseload. Individual  
13 litigation increases the delay and expense to all parties and the court system presented by the  
14 global threshold issues of the case. By contrast, the class action device will present far fewer  
15 management difficulties, promote an orderly and expeditious administration and adjudication of  
16 the class claims, foster economies of scale, ensure uniformity of decisions, and provide  
17 comprehensive supervision by a single court. Disposition of the claims of the Plaintiff and the  
18 Class in a single class action will provide substantial benefits to both the parties and the Court.

19           29.    Plaintiff and members of the Class have suffered irreparable harm as a result of  
20 Defendants' unlawful and wrongful conduct. Absent a class action, such unlawful conduct would  
21 go without remedy, uncorrected, and Defendants will continue to arbitrarily and intentionally  
22 discriminate against gays and lesbians. Absent a class action, the members of the Class would not  
23 be able to effectively litigate these claims and would continue to suffer losses, while Defendants  
24 would be able to continue their discriminatory conduct with impunity.

25  
26  
27  
28

**FIRST CAUSE OF ACTION**

Discrimination on the Basis of Sexual Orientation in Violation of the Unruh Civil Rights Act  
(California Civil Rights Act § 51, et seq.)  
Against all Defendants

30. Plaintiff hereby incorporates each and every paragraph set forth above, as if fully set forth herein.

31. California’s Unruh Civil Rights Act guarantees that “persons within the jurisdiction of this state are free and equal, and no matter what their ... sexual orientation are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.” Cal. Civ. Code 51(b).

32. Plaintiff and Class Members herein are persons protected by California Civil Code § 51 et seq., and on the basis of their sexual orientation are of a class protected by California Civil Code §51 et seq.

33. Defendants are a business establishment covered by and subject to the obligations of the Unruh Civil Rights Act, California Civil Code § 51 et seq.

34. Defendants have denied and continue to deny Plaintiff and the Class Members full and equal accommodations, advantages, privileges and services, based on sexual orientation, in violation of the Unruh Civil Rights Act, California Civil Code §51 et seq.

35. Defendants have aided and incited, and continue to aid and incite, the denial of full and equal accommodations, advantages, privileges and services, based on sexual orientation, in violation of the Unruh Civil Rights Act, California Civil Code §51 et seq.

36. In doing the acts set forth above, Defendants have discriminated against Plaintiff and members of the Class on the basis of their sexual orientation. This discrimination has been arbitrary and intentional.

37. As a direct, legal, and proximate result of Defendants’ arbitrary and intentional discrimination, Plaintiff and members of the Class have suffered irreparable injury.

38. Pursuant to the provisions of California Civil Code § 52(c), Plaintiff and the Class plead and reserve their right to seek equitable relief, including a temporary and permanent

1 injunction to ensure the full and equal enjoyment of their civil rights with respect to Defendants'  
2 commercial dating services.

3 39. Plaintiff and the Class further plead minimum statutory penalties of \$4,000 for each  
4 offense pursuant to Civil Code § 52(a).

5 40. As a result of the illegal conduct outlined above, Plaintiff has retained attorneys to  
6 protect his rights and those of the Class. Therefore, Plaintiff and the Class also seek an award of  
7 reasonable attorneys' fees, costs and expenses pursuant to statute, including but not limited to Cal.  
8 Civ. Code § 52(a).

9 Wherefore, Plaintiff prays for judgment as set forth below.

10 **PRAYER**

11 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

- 12 a) For an order certifying the Class as set forth above, appointing Plaintiff Richard Wright  
13 as representative of the Class, and appointing Plaintiff's counsel as Class Counsel;
- 14 b) For a declaratory judgment that Defendants' policy of limiting access to and enjoyment  
15 of its commercial dating services to a man seeking a woman or a woman seeking a man  
16 constitutes arbitrary and intentional discrimination based on sexual orientation in  
17 violation of the Unruh Civil Rights Act;
- 18 c) For a preliminary and permanent injunction that Defendants permit individuals who seek  
19 a relationship with a person of the same sex to access their commercial dating services,  
20 and to otherwise provide full and equal accommodations, advantages, privileges, and  
21 services regardless of sexual orientation;
- 22 d) For an award of statutory penalties of \$4,000 per offense pursuant to Civil Code §52(a);
- 23 e) For an award of reasonable attorney's fees and costs pursuant to Cal. Civ. Code §52(a),  
24 Cal Code of Civil Procedure §1021.5, and other applicable provisions of law;
- 25 f) For an award of prejudgment interest;
- 26 g) For an award of any other relief as this Court deems just and appropriate.

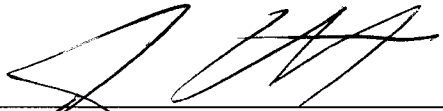
1 Respectfully submitted,

2 Dated: December 20, 2013

LAW OFFICES OF JEREMY PASTERNAK

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By:   
JEREMY PASTERNAK  
Attorneys for Plaintiff and the Class

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Dated: December 20, 2013

SCHNEIDER WALLACE  
COTTRELL KONECKY LLP

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By:   
Joshua G. Konecky  
Attorneys for Plaintiff and the Class

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