

1 KIMBERLY A. KRALOWEC (S.B.N. 163158)
2 KATHLEEN STYLES ROGERS (S.B.N. 122853)
3 CHAD A. SAUNDERS (S.B.N. 257810)
4 THE KRALOWEC LAW GROUP
5 44 Montgomery Street, Suite 1210
6 San Francisco, CA 94104
7 Tel: (415) 546-6800
8 Fax: (415) 546-6801
9 Email: kkralowec@kraloweclaw.com
10 krogers@kraloweclaw.com
11 csaunders@kraloweclaw.com

8 ALFRED G. RAVA (S.B.N. 188318)
9 RAVA LAW FIRM
10 3667 Voltaire Street
11 San Diego, CA 92106
12 Tel: (619) 238-1993
13 Fax: (619) 374-7288
14 Email: alrava@cox.net

13 Attorneys for Plaintiff and the Putative Class

14
15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

17 ALLAN CANDELORE, on his own behalf and
18 on behalf of all others similarly situated,

19 Plaintiff,

20 v.

21
22
23 TINDER, INC.; and DOES 1 through 50,

24 Defendants.
25
26
27
28

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

MAY 28 2015

Sherri R. Carter, Executive Officer/Clerk
By Myrna Beltran, Deputy

BY FAX

Case No.

BC 5 8 3 1 6 2

CLASS ACTION

**COMPLAINT FOR DAMAGES,
RESTITUTION, AND INJUNCTIVE
RELIEF FOR:**

1. Violation of Civil Code § 51 - The Unruh Civil Rights Act;
2. Violation of the Unfair Competition Law – “Unlawful” Conduct – Bus. & Prof. Code §§17200 et seq.; and
3. Violation of the Unfair Competition Law – “Unfair” Conduct – Bus. & Prof. Code §§17200 et seq.

**JURY TRIAL DEMANDED
UNLIMITED JURISDICTION**

1 Plaintiff, on his own behalf and on behalf of all others similarly situated, alleges the
2 following:

3 **NATURE AND BASIS OF CLAIMS**

4 1. Defendant Tinder, Inc. (“Tinder”) owns and operates the wildly successful online
5 dating application eponymously named “Tinder.” Tinder began a few years ago as a free online
6 dating service. Then on or about March 1, 2015, Tinder announced and implemented a premium
7 dating service called “Tinder Plus,” which charges consumers between \$9.99 and \$19.99 per month,
8 depending on the consumers’ age, for features that are not available to people receiving Tinder’s free
9 online dating service. Specifically, Tinder charged and continues to charge consumers who are over
10 thirty years of age more for Tinder Plus than Tinder charged and continues to charge consumers who
11 are less than thirty years of age. Tinder charges consumers over 30 years of age \$19.99 per month
12 for Tinder Plus, but charges consumers under 30 years of age only \$9.99 or \$14.99 per month for
13 Tinder Plus.

14 2. Despite the many State of California anti-discrimination statutes, California case law,
15 and California Attorney General and Department of Fair Employment and Housing actions that
16 prohibit businesses operating in California from treating consumers unequally based on protected
17 personal characteristics such as race, sex, or age, Tinder has brazenly announced and employed a
18 multi-tiered pricing plan that treats consumers unequally based solely on their age. Tinder’s
19 arbitrary, invidious, and/or unreasonable age-based pricing, and especially Tinder’s requiring senior
20 citizens to pay more for Tinder Plus than Tinder charges consumers under 30 years of age for Tinder
21 Plus, violates California’s Unruh Civil Rights Act (codified as Civil Code section 51), as first set
22 forth in *Starkman v. Mann Theatres Corp.* (1991) 227 Cal.App.3d 1491, 1496 (recognizing that
23 although the Unruh Act does not delineate “age” as a protected characteristic or category, age “may
24 be applicable in situations in which business establishments make classifications based on age.”)

25 3. While age is not a personal characteristic specified in Civil Code section 51, age and
26 other personal characteristics not enumerated in Civil Code section 51 have been found by California
27 courts, such as *Starkman* and others, to be protected by the Unruh Act. The California Supreme
28 Court, in construing the scope of the Unruh Act, has concluded that the Act’s protections are not

1 confined to the enumerated categories in Civil Code section 51, and that these categories are
2 “illustrative rather than restrictive.” (*In re Cox* (1970) 3 Cal.3d 205, 216 [the Act prohibits a
3 business from excluding a customer because of the customer’s association with another person of
4 unconventional appearance]; *Marina Point, Ltd. v. Wolfson* (1982) 30 Cal.3d 721, 735 [the Act
5 prohibits an apartment owner from refusing to rent an apartment to a family with a minor child];
6 *O’Connor v. Village Green Owners Assn.* (1983) 33 Cal.3d 790 [the Act prohibits a condominium
7 development from restricting residence to persons over 18].)

8 4. In the Unruh Act discriminatory pricing case of *Angelucci v. Century Supper Club*
9 (2007) 41 Cal.4th 160, 167, the California Supreme Court, in holding that a business could not
10 charge men more than women to be admitted into a supper club, perhaps best summarized the
11 purpose and intent of the Unruh Act as follows:

12 The Unruh Civil Rights Act (Civ. Code, § 51 et seq.) must be construed liberally in
13 order to carry out its purpose. The act expresses a state and national policy against
14 discrimination on arbitrary grounds. Its provisions are intended as an active
15 measure that creates and preserves a nondiscriminatory environment in California
16 business establishments by banishing or eradicating arbitrary, invidious
17 discrimination by such establishments. The act stands as a bulwark protecting each
18 person’s inherent right to full and equal access to all business establishments (§ 51,
subd. (b)). The act imposes a compulsory duty upon business establishments to
serve all persons without arbitrary discrimination. The act serves as a preventive
measure, without which it is recognized that businesses might fall into
discriminatory practices.

19 5. Accordingly, Plaintiff brings his claims under California’s Unruh Civil Rights Act
20 against defendants for charging Plaintiff and similarly situated consumers over 30 years of age a
21 higher price for defendants’ Tinder Plus dating service, based solely on Plaintiff and the putative
22 class members’ age.

23 6. After defendants initiated their Tinder Plus service in early March of 2015, Plaintiff
24 Allan Candelore subscribed to and paid \$19.99 per month for Tinder Plus. At the time Mr.
25 Candelore subscribed to and first paid for Tinder Plus, he was over 30 years of age. Defendants
26 continue to charge Mr. Candelore, and Mr. Candelore continues to pay, \$19.99 per month for Tinder
27 Plus. At all times during which defendants have been charging Mr. Candelore \$19.99 per month for
28 Tinder Plus, defendants have been charging consumers under 30 years of age only \$9.99 or \$14.99

1 per month for Tinder Plus.

2 7. As a result of defendants' age-based pricing for Tinder Plus, defendants denied
3 Plaintiff and other similarly situated consumers the equal accommodations, advantages, facilities,
4 privileges, or services they are entitled to under California's Unruh Civil Rights Act, codified as
5 Civil Code section 51.

6 8. Tinder has publicly admitted that it engages in invidious age discrimination purely to
7 line its own pockets and pad its revenues:

8 The logic Tinder executives supplied for the age-related pricing? It benefits their
9 bottom line. "During our testing we've learned, not surprisingly, that younger users
10 are just as excited about Tinder Plus, but are more budget constrained, and need a
11 lower price to pull the trigger," Tinder's vice president of corporate communications,
12 Rosette Pambakian, told TakePart in an email.

13 "We've priced Tinder Plus based on a combination of factors, including what we've
14 learned through our testing, and we've found that these price points were adopted
15 very well by certain age demographics," Pambakian wrote

16 (Swann, *Singles Are Boycotting a Popular Dating App Because of Age Discrimination* (March 3,
17 2015) TakePart <<http://www.takepart.com/article/2015/03/03/tinder-ageism>> [as of May 28, 2015].)

18 In other words, Tinder charges people over 30 more simply because it thinks it can make more
19 money that way. There is no social or public policy favoring this kind of intentional disparate
20 treatment, particularly where all of Tinder's customers are, by definition, people who can afford to
21 buy an iPhone or Android device on which to download and use the application. According to
22 information provided by Tinder in Apple's iTunes Store, the Tinder app is only compatible with iOS
23 7.1+ devices, and has been "optimized for" the most expensive of those devices, namely, the
24 "iPhone 5, iPhone 6, and iPhone 6 Plus." There also is a Tinder app available for Android phones,
25 but none available for Windows, Blackberry or other less costly cell phones.

26 9. "Age discrimination may violate the [Unruh] Act if used as an arbitrary class-based
27 generalization," which is precisely how Tinder has used it here. (*Pizarro v. Lamb's Players Theatre*
28 (2006) 135 Cal.App.4th 1171, 1174.) Far from favoring a group with "limited income and lack of
employment opportunities," such as children or senior citizens (see *id.* at p. 1176), or those who
"tend to be economically dependent (either upon fixed incomes or upon parents)" (*Starkman, supra*,

1 227 Cal.App.3d at p. 1494), Tinder’s disparate and unfavorable treatment of all people over 30 has
2 no purpose other than to generate more revenues for Tinder. Moreover, any purported “‘social’
3 policy ... [of] encouraging men and women to socialize in [an online dating forum] is a far cry from
4 the social policies which have justified other exceptions to the Unruh Act,” such as “ensuring
5 adequate housing for the elderly” (*Koire v. Metro Car Wash* (1985) 40 Cal.3d 24, 33) or
6 “encouraging attendance at a family-oriented business” like a movie theater (*Starkman, supra*, 227
7 Cal.App.3d at p. 1499). “[T]he compelling societal interest in ensuring adequate housing for the
8 elderly which justifies differential treatment based on age cannot be compared to the goal of
9 attracting young women [and men] to a bar [or an online dating app].” (*Koire, supra*, 40 Cal.3d at p.
10 33.) The Court in *Koire* noted that the discriminatory practices of the defendant there, just like
11 Tinder, were motivated by its own financial gain: “Jezebel waives the cover charge for women not
12 because [they earn less], but because it wants to earn as many dollars as it can for itself.” (*Id.* at p.
13 38, fn. 18.) In short, Tinder can claim no “compelling societal interest” that could justify the
14 disparate treatment in which it is engaging. (*Id.* at p. 33; see also *Marina Point, Ltd, supra*, 30 Cal.3d
15 at p. 744 [holding that age-based exclusionary policy directed at persons under age 18 violated
16 Unruh Act and was justified by no compelling societal interest].)

17 10. A multi-tiered pricing plan based on consumers’ protected personal characteristics
18 and employed by any business operating in California, which confers accommodations, advantages,
19 facilities, privileges, or services upon consumers under 30 years of age, but denies the same to
20 consumers over the age of 30, is as repugnant, arbitrary, and unlawful as a multi-tiered pricing plan
21 based on consumers’ race, sex, religion, or sexual orientation. In fact, the California Supreme Court
22 has twice unanimously held that California businesses violated the Unruh Act by charging a favored
23 group more than the disfavored group for the same goods or services. (*Angelucci v. Century Supper*
24 *Club, supra*, 41 Cal.4th 160 [Ladies’ Night promotions that charged men more than women to enter
25 supper club violated Unruh Act]; *Koire, supra*, 40 Cal.3d at pp. 27, 38 [car washes and nightclubs
26 that charged male patrons more than female patrons – as little as fifteen cents more – for the same
27 thing during Ladies’ Day or Ladies’ Night promotions violated the Unruh Act].) The California
28 Department of Fair Employment and Housing, the State agency charged with enforcing California’s

1 anti-discrimination laws, published an Unruh Civil Rights Act brochure specifically addressing the
2 unlawfulness of promotions that favor one group over another, which can be found at
3 <<http://www.dfeh.ca.gov/res/docs/Publications/UnruhActBrochure.pdf>> (as of May 28, 2015).

4 11. At no time during Mr. Candelore's process of downloading the Tinder dating
5 application or during Mr. Candelore's signing up for or paying for Tinder Plus, was Mr. Candelore
6 advised or made aware of any terms or conditions purportedly imposed by Tinder for downloading
7 the Tinder application or for signing up or paying for Tinder Plus. Accordingly, at no time during
8 Mr. Candelore's downloading of the Tinder dating application or during Mr. Candelore's signing up
9 or paying for Tinder Plus, did Mr. Candelore agree to any of Tinder's purported terms and
10 conditions for downloading the Tinder application or for signing up for or paying for Tinder Plus.

11 12. The same is true for the members of the proposed Class. Neither Mr. Candelore nor
12 any member of the proposed Class was required to click on anything asking them to agree to any
13 terms of service at any point during the download or signup process for Tinder Plus. Tinder's sign-
14 up and purchase process was uniform for all proposed Class members, so like Mr. Candelore, none
15 of the Class members was required to agree to any purported Tinder terms of service in order to
16 download the Tinder application, sign up for Tinder Plus, or purchase Tinder Plus. As a result, no
17 "clickwrap" or "browsewrap" agreement of any kind was ever formed between Mr. Candelore or
18 any member of the proposed Class, on the one hand, and Tinder, on the other.

19 **PARTIES**

20 13. At all times relevant hereto, Plaintiff Allan Candelore (hereafter, "Plaintiff") was a
21 California resident who was over 30 years of age when he subscribed to the Tinder Plus online
22 dating service, and paid \$19.99 per month to defendants for Tinder Plus for consumers over 30 years
23 of age.

24 14. Plaintiff is informed and believes, and on that basis alleges, that Defendant Tinder,
25 Inc. is a corporation with its headquarters and primary place of business in Los Angeles, California.
26 The exact corporate formation of Tinder is unknown because the company is not registered with the
27 California Secretary of State.

28 15. The true names and capacities of Does 1 through 50 are unknown to Plaintiff. When

1 their true names and capacities are learned, Plaintiff will amend this complaint accordingly. Plaintiff
2 is informed and believes, and on that basis alleges, that each fictitiously named defendant is
3 responsible in some way for the occurrences herein alleged, and those defendants proximately
4 caused Plaintiff and the other proposed Class members' damages. Each reference in this complaint
5 to "defendant," "defendants," or a specifically named defendant refers to all defendants sued under
6 fictitious names.

7 16. Unless otherwise alleged, whenever reference is made in this complaint to any act of
8 "defendant," "defendants," or a specifically named defendant, such allegation shall mean that each
9 defendant acted individually and jointly with the other defendant named in the complaint.

10 17. Unless otherwise alleged, whenever reference is made in this complaint to any act or
11 omission of any corporate or business defendant, such allegation shall mean that such corporation or
12 other business defendant committed or omitted to act as in this complaint through its officers,
13 directors, employees, agents, and/or representatives while they were acting within the actual or
14 apparent scope of their authority.

15 18. At all relevant times alleged herein, each defendant has been each the agent, alter-
16 ego, representative, partner, joint venturer, employee, or assistant of the other defendants and has
17 acted within the course and scope of said agency, alter-ego, representation, partnership, or joint
18 venture with the knowledge, notification, authorization, and consent of each of the other defendants.

19 **JURISDICTION AND VENUE**

20 19. This court has subject matter jurisdiction over this matter pursuant to Article VI,
21 section 10 of the California Constitution because this action is a cause not given by statute to other
22 trial courts, and seeks (among other relief) a permanent injunction. Subject matter jurisdiction is
23 further premised on, *inter alia*, California Civil Code section 51 and Business & Professions Code
24 section 17203.

25 20. This court has personal jurisdiction over defendants in this action because defendants
26 do sufficient business in California and have sufficient minimum contacts in California to render the
27 exercise of personal jurisdiction over them by California courts consistent with traditional notions of
28 fair play and substantial justice.

1 21. The federal district court does not have original jurisdiction over this action under the
2 Class Action Fairness Act of 2005 because Plaintiff, all members of the proposed Class, and the
3 defendants are citizens of California. (See 28 U.S.C. §1332(d)(2).) Tinder is a California citizen for
4 purposes of the Class Action Fairness Act of 2005 because its principal and only place of business is
5 located here and because “its high level officers direct, control, and coordinate [its] activities” here.
6 (*Hertz Corp. v. Friend* (2010) 559 U.S. 77, 80.) The claims asserted arise exclusively under
7 California law and do not involve matters of national or interstate interest; the claims asserted will be
8 governed by California law; the Los Angeles County Superior Court has a distinct and localized
9 nexus with the class members, the alleged harm, and Defendant because the claimed wrongdoing
10 occurred predominantly in Los Angeles County; the principal injuries resulting from the claimed
11 wrongdoing of Defendant were inflicted in California; and the proposed Class includes no citizens of
12 any state other than California. (See 28 U.S.C. §1332(d)(3), (4)(B).)

13 22. Venue is proper in this court because the principal place of business of Tinder is
14 located in Los Angeles County, California, and because the discrimination and unequal treatment
15 alleged herein originated in and was directed from Los Angeles County, California. (See Civ. Code
16 §1780(d); Code Civ. Proc. §§393(a), 395(a), 395.5.)

17 **CLASS ALLEGATIONS**

18 23. Plaintiff brings this class action on his own behalf and on behalf of all other persons
19 similarly situated, defined as follows:

20 All California consumers who were over 30 years of age when they
21 subscribed to and paid \$19.99 per month for defendants’ Tinder Plus service,
22 during the period beginning on March 1, 2015 and continuing through the date
23 of trial (the “Class”).

24 24. This action has been brought and may properly be maintained pursuant to Code of
25 Civil Procedure section 382 because:

- 26 (a) The members of the proposed Class are so numerous it would be
27 impracticable to join them all individually in a single action. The proposed
28 Class is believed to number thousands or tens of thousands of members. If the

1 court determines notice to be necessary or appropriate, members of the
2 proposed Class may be notified of the pendency of this action by mail and/or
3 email, supplemented or substituted by published notice.

4 (b) Common questions of law and fact exist as to all members of the proposed
5 Class. These questions predominate over any questions which affect only
6 individual members of the proposed Class. These common legal and factual
7 questions include:

8 (1) Whether defendants' age-based pricing for Tinder Plus treated
9 and continues to treat members of the proposed Class
10 unequally on the basis of their age;

11 (2) Whether defendants' age-based pricing for Tinder Plus violates
12 Civil Code section 51 because defendants charge consumers
13 over 30 years of age (*i.e.*, members of the proposed Class) a
14 higher price for defendants' Tinder Plus than defendants charge
15 consumers under 30 years of age for defendants' Tinder Plus;
16 and

17 (3) Whether defendants' age-based pricing for Tinder Plus violates
18 California's Unfair Competition Law.

19 25. Plaintiff's claims are typical of those of the proposed Class. Like the members of the
20 proposed Class, Plaintiff was treated unequally by defendants based on his age. Defendants denied
21 Plaintiff and the members of the proposed Class, based upon their age, the equal accommodations,
22 advantages, facilities, privileges, or services to which they are entitled under California Civil Code
23 section 51. Plaintiff and the members of the proposed Class are similarly situated and were similarly
24 treated unequally by the same course of unlawful conduct alleged herein.

25 26. Plaintiff will fairly and adequately protect the interests of the members of the
26 proposed Class. He is a member of the proposed Class and has no interests adverse to the interests
27 of the proposed Class. He is a champion of equal rights for all consumers, and is interested in and
28 seeks equal treatment for all consumers, no matter their age. He has been treated unequally because

1 of his age as a result of defendants' conduct. This unequal treatment and harm to Plaintiff provides
2 him with a substantial stake in this action and the incentive to prosecute it vigorously for himself and
3 the proposed Class. Plaintiff has retained highly competent counsel who are experienced in
4 prosecuting Unruh Act claims for unequal treatment of consumers by businesses based on
5 consumers' protected personal characteristics, who are familiar with class actions and California's
6 unfair competition law, and who intend to pursue this action vigorously.

7 27. A class action is superior to other available methods for the fair and efficient
8 adjudication of the litigation because individual joinder of all members of the proposed Class is
9 impracticable. The damages suffered by each individual member of the proposed Class are
10 relatively small given the expense and burden of prosecuting an individual action. Thus, it would be
11 virtually impossible for the members of the proposed Class to individually redress the wrongs done
12 to them. Even if the members of the proposed Class themselves could afford such individual
13 litigation, such litigation would constitute a highly avoidable inefficiency in the administration of
14 justice by the courts. Further, individualized litigation presents the potential for inconsistent or
15 contradictory judgments. Importantly, despite the many California statutes, court opinions, and
16 administrative agency rules and actions addressing marketing promotions that arbitrarily
17 discriminate against consumers, many consumers still may not know that such exclusive marketing
18 promotions violate Civil Code section 51 and are subject to the remedies provided by Civil Code
19 section 52. A class action will right the wrongs inflicted on those many Tinder Plus subscribers
20 who have been treated unequally by Tinder's age-based pricing because of the subscribers' age, and
21 who do not know they have legally recognizable claims against Tinder for discrimination based on
22 their age.

23 **FIRST CAUSE OF ACTION**

24 **VIOLATION OF THE UNRUH CIVIL RIGHTS ACT, CIVIL CODE SECTION 51**
25 **(BY PLAINTIFF AND THE PROPOSED CLASS AGAINST ALL DEFENDANTS)**

26 28. Plaintiff incorporates in this cause of action the allegations contained in each and
27 every preceding paragraph of this Complaint as if they were set out in full herein.
28

1 29. Defendants are “business establishments” within the meaning of the Unruh Civil
2 Rights Act (California Civil Code section 51).

3 30. By virtue of defendants’ acts and omissions in employing Tinder Plus’ age-based
4 pricing, defendants intentionally denied equal accommodations, advantages, facilities, privileges, or
5 services to Plaintiff and the proposed Class on the basis of their age, which is prohibited by the
6 Unruh Civil Rights Act, codified as Civil Code section 51.

7 31. Pursuant to Civil Code section 52, defendants are liable to Plaintiff and the members
8 of the Class for no less than four thousand dollars (\$4,000) for each and every offense, and any
9 attorneys’ fees that may be determined by the Court in addition thereto.

10 32. In addition, pursuant to Civil Code section 52, injunctive relief is necessary and
11 appropriate to prevent defendants from repeating their discriminatory actions as alleged above.
12 Plaintiffs are entitled to injunctive relief on behalf of themselves, the Class, and the general public.

13 **SECOND CAUSE OF ACTION**

14 **VIOLATION OF BUSINESS & PROFESSIONS CODE**
15 **SECTIONS 17200 ET SEQ. — “UNLAWFUL” CONDUCT**
16 **(BY PLAINTIFF AND THE PROPOSED CLASS AGAINST ALL DEFENDANTS)**

17 33. Plaintiff incorporates in this cause of action the allegations contained in each and
18 every preceding paragraph of this Complaint as if they were set out in full herein.

19 34. Defendants’ acts and practices alleged herein constitute “unlawful” conduct within
20 the meaning of Business & Professions Code section 17200 because they violate the Unruh Civil
21 Rights Act (Civ. Code §51) as alleged herein.

22 35. Plaintiff and the members of the proposed Class have suffered injury in fact and lost
23 money or property as a result of defendants’ “unlawful” conduct as alleged herein because Plaintiff
24 and the members of the proposed Class were required to pay, and did pay, a higher price for Tinder
25 Plus based solely on their age and were therefore subjected to unequal treatment by defendants in
26 violation of Civil Code section 51.

27 36. Under Business & Professions Code section 17203, the Court may restore to any
28 person in interest any money or property that may have been acquired by means of the defendants’

1 unfair competition. Plaintiff and the proposed Class seek an order requiring defendants to make full
2 restitution of all monies wrongfully obtained from them, and to disgorge any profits earned from
3 those monies, along with all other relief allowable by law.

4 37. Defendants’ “unlawful” conduct is ongoing. Therefore, pursuant to Business &
5 Professions Code section 17203, Plaintiff and the proposed Class seek an order of this Court
6 enjoining defendants from engaging in the unlawful business practices alleged herein.

7 **THIRD CAUSE OF ACTION**

8 **VIOLATION OF BUSINESS & PROFESSIONS CODE**
9 **SECTIONS 17200 ET SEQ. — “UNFAIR” CONDUCT**
10 **(BY PLAINTIFF AND THE PROPOSED CLASS AGAINST ALL DEFENDANTS)**

11 38. Plaintiff incorporates in this cause of action the allegations contained in each and
12 every preceding paragraph of this Complaint as if they were set out in full herein.

13 39. Defendants’ acts and practices alleged herein constitute “unfair” conduct within the
14 meaning of Business & Professions Code section 17200 because they contravene the Legislatively-
15 declared public policy against arbitrary, unreasonable, or invidious discrimination on the basis of
16 protected personal characteristics, as reflected in the Unruh Civil Rights Act, Civil Code section
17 51.5, and California case law interpreting the Act, and/or because the acts and practices are immoral,
18 unethical, oppressive, unscrupulous and/or substantially injurious to consumers.

19 40. Plaintiff and the members of the proposed Class have suffered injury in fact and lost
20 money or property as a result of defendants’ “unfair” conduct as alleged herein because they were
21 required to pay, and did pay, a higher price for Tinder Plus based solely on their age and were
22 therefore subjected to unequal treatment by defendants, in violation of Civil Code section 51.

23 41. Under Business & Professions Code section 17203, the Court may restore to any
24 person in interest any money or property that may have been acquired by means of the defendants’
25 unfair competition. Plaintiff and the proposed Class seek an order requiring defendants to make full
26 restitution of all monies wrongfully obtained from them, and to disgorge any profits earned from
27 those monies, along with all other relief allowable by law.

1 42. Defendants' "unfair" conduct is ongoing. Therefore, pursuant to Business &
2 Professions Code section 17203, Plaintiff and the proposed Class seek an order of this Court
3 enjoining defendants from engaging in the unlawful business practices alleged herein.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for the following relief:

6 1. For an order certifying the proposed Class under California Code of Civil Procedure
7 section 382, appointing Plaintiff and his counsel to represent the proposed Class, and directing
8 Defendant Tinder to provide reasonable notice of this action to the proposed Class;

9 2. For an order providing equitable and injunctive relief permanently enjoining
10 defendants from engaging in unequal treatment of subscribers to Tinder Plus in violation of Civil
11 Code section 51, specifically permanently enjoining defendants from charging California consumers
12 over 30 years old more for Tinder Plus than defendants charge California consumers who are under
13 30 years old.

14 3. For statutory damages pursuant to Civil Code section 52 for each and every offense
15 committed by defendants against Plaintiff and each member of the proposed Class, *i.e.*, for each time
16 defendants charged Plaintiff and members of the proposed Class more for Tinder Plus than
17 defendants charge subscribers under 30 years old for Tinder Plus;

18 4. For costs incurred herein, including attorneys' fees to the extent allowable by statute,
19 including but not limited to Civil Code section 52 and Code of Civil Procedure section 1021.5; and

20 5. For such other and further legal and equitable relief as this court may deem proper.

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff demands a trial by jury as to all issues so triable.

23
24 DATED: May 28, 2015

25 By 
26 KIMBERLY A. KRALOWEC (S.B.N. 163158)
27 KATHLEEN STYLES ROGERS (S.B.N. 122853)
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THE KRALOWEC LAW GROUP
44 Montgomery Street, Suite 1210

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San Francisco, CA 94104
Tel.: (415) 546-6800
Fax: (415) 546-6801
Email: kkralowec@kraloweclaw.com
krogers@kraloweclaw.com
csaunders@kraloweclaw.com

ALFRED G. RAVA (S.B.N. 188318)
RAVA LAW FIRM
3667 Voltaire Street
San Diego, CA 92106
Tel.: (619) 238-1993
Fax: (619) 374-7288
Email: alrava@cox.net

Attorneys for Plaintiff and the Putative Class