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Los Angeles Superior Court

DEC 29 2008

John A. Blum, Executive Officer/Clerk
By [Signature], Deputy
JOHN A. SWAIN

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DIVISION**

STEVE SURREY, an individual suing on
behalf of himself, all those similarly situated
and the general public,

Plaintiff,

vs.

MATE 1, INC. and DOES 1 through 500.

Defendants.

Case No.

CLASS AND REPRESENTATIVE ACTION

**COMPLAINT FOR INJUNCTIVE RELIEF
AND DAMAGES RE:**

1. Violation of the Unruh Civil Rights Act;
2. Violation of Civil Code § 51.5;
3. Violation of the Gender Tax Repeal Act of 1995;
4. Unfair, Deceptive or Unlawful Business Practices – Unruh Act Violations;
5. Unfair, Deceptive or Unlawful Business Practices – Civil Code § 51.5 Violations;
6. Unfair, Deceptive and Unlawful Business Practices – Gender Tax Repeal Act Violations;
7. Unfair, Deceptive and Unlawful Business Practices – Unlawful Contract;
8. Unfair, Deceptive and Unlawful Business Practices – Unconscionable Contract;
9. Negligent Hire, Supervision and Retention.

UNLIMITED JURISDICTION

Plaintiff STEVE SURREY, individually and on behalf of the classes described herein and on behalf of the general public, complains with regard to Defendants MATE 1, INC., and DOES 1 through 500, and each of them, as follows:

NATURE AND BASIS OF ACTION

1
2 1. Arbitrary discrimination premised on suspect classifications is abhorrent to a free
3 and open society. In recognition of this, the California Legislature has enacted numerous laws to
4 ensure that all persons in California are treated with respect and dignity irrespective of such
5 immutable characteristics as gender, color, culture or ancestry. The primary anti-discrimination law
6 in California is the Unruh Civil Rights Act, codified in Civil Code section 51 et seq. Under the Act,
7 businesses are prohibited from discriminating in housing and public accommodations on the basis of
8 sex, race, color, religion, ancestry, national origin, disability or medical condition.

9 2. Similarly, the Gender Tax Repeal Act of 1995, codified in Civil Code section 51.6 et
10 seq., prohibits businesses from employing discriminatory differential pricing with regard to services
11 or products, such as memberships, on the basis of gender. This Act reinforces the statewide policy
12 of non-discrimination articulated under the Unruh Civil Rights Act, but is confined to acts of
13 discrimination premised on gender exclusively.

14 3. The scope of the Unruh Civil Rights Act and the Gender Tax Repeal Act is broad,
15 and the Legislature has imposed a remedial scheme pursuant to which violators are dealt with
16 severely. Penalties include the assessment of mandatory-minimum statutory damages and the award
17 of attorneys' fees. Moreover, each and every discriminatory offense constitutes a violation of both
18 Acts and may further form the basis for an independent cause of action for, among other things,
19 unlawful or unfair business practices under the Unfair Competition Law codified at Business &
20 Professions Code section 17200 et seq. Parties liable under either the Unruh Civil Rights Act or the
21 Gender Tax Repeal Act include not only the principal party involved in the discrimination, but those
22 who aide or incite the discriminatory practices as well.

23 4. This class action arises as a result of Defendants' intentional acts of discrimination
24 against men who were denied equal pricing for the use of MATE 1, INC's services and/or purchase
25 of membership from an unknown date, but for at least several months in 2008, including September,
26 2008, (hereinafter alternatively referred to as "MATE 1 services and/or membership" or the
27 "Gender-Based Pricing Promotion") and which Gender-Based Pricing Promotion was widely
28 advertised over the internet. **During the Gender-Based Pricing Promotion, female customers**

1 were offered a free or reduced price for the phone services and/or memberships by MATE 1,
 2 INC.¹ The Men's Class, more specifically identified below, were required to pay
 3 approximately \$49.95 for the same, or substantially the same, services, which were available to
 4 them only upon purchase of a Mate 1 membership. Attached hereto as Exhibit "1" is a true and
 5 correct copy of Plaintiff SURREY'S receipt issuing from his purchase of a MATE 1 three (3) day
 6 trial membership, for \$1.95. This document also indicates that Plaintiff SURREY'S credit card
 7 would be automatically charged for a thirty (30) day membership with MATE 1, if not cancelled
 8 prior to termination of the trial membership. Attached hereto as Exhibit "2" is a true and correct
 9 copy of Plaintiff SURREY'S status as a MATE 1 full member. Also attached hereto as Exhibit "3"
 10 is a true and correct copy of Plaintiff SURREY'S credit card account statement, showing debits of
 11 \$1.95 and \$49.95 from MATE 1, resulting from his purchases of a MATE 1 trial membership, and
 12 his subsequent purchase of a thirty (30) day membership, respectively. Attached hereto as Exhibit
 13 "4" is a true and correct copy of a Mate 1 online advertisement, indicating Mate 1 is available to
 14 women at no cost.

15 5. With regard to the male customers of MATE 1, the effect of this unlawful conduct of
 16 advertising and conducting a Gender-Based Pricing Promotion, has been to deny Plaintiff, the
 17 putative class members and the general public, equal treatment under the law by requiring them to
 18 expend hundreds, if not thousands, of dollars more for the same, or essentially the same, services and
 19 memberships offered to the female customers of MATE 1, thereby promoting harmful negative
 20 stereotypes contrary to California public policy as articulated by the California Supreme Court in
 21 *Koire v. Metro Car Wash* (1985) 40 Cal.3d 24, 37 and its progeny, and further articulated by the
 22 California Legislature in the legislative history of Civil Code sections 51, 51.5 and 51.6.

23 6. This unlawful conduct has additionally allowed Defendants to gain an unfair
 24 advantage over its similarly-situated competitors who have lost business and goodwill to Defendants
 25 as a direct consequence of this Gender-Based Pricing Promotion. Defendants' sharp pricing
 26 practices have therefore substantially harmed competition in the relevant industry.

27
 28 ¹ The advertisement states Mate 1 is "FREE for women."

7. These claims are prosecuted by a single class, the "Men's Class." This class is comprised of California males who were denied equal pricing for the Gender-Based Pricing Promotion whether or not MATE 1's services and/or memberships were purchased. By this action, brought pursuant to the theories and principles asserted herein, Plaintiff seeks redress for these wrongs on behalf of himself, all others similarly situated and on behalf of the general public.

PARTIES

8. Plaintiff STEVE SURREY is an adult resident of San Diego, California, who was denied equal pricing for the above-referenced Gender-Based Pricing Promotion and, as a result, paid \$1.95 for a three (3) day "trial membership," as well as \$49.95 for a thirty (30) day membership, totaling \$51.90 on or about September 12, 2008, and September 16, 2008, respectively.

9. Plaintiff SURREY is suing in his individual capacity, on behalf of the general public and is a member and proposed Class Representative of the Men's Class.

10. At all relevant times alleged herein, Defendant MATE 1, INC. was a Canadian corporation doing business in the state of California.

11. Does 1 through 500, inclusive, are sued herein under fictitious names. Their true names and capacities, whether individual, corporate or otherwise, are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages were proximately caused by those Defendants. Each reference in this complaint to "Defendant," "Defendants" or the specifically named Defendant refers also to all Defendants sued under fictitious names.

12. Defendants, and each of them, either participated directly in the gender-based pricing promotion described herein or aided and incited discriminatory practices in violation of Civil Code section 52 (a) and other code sections cited herein by assisting in the promotion of the gender-based pricing promotion and/or sponsoring the gender-based pricing promotion through activities including advertising.

13. Unless otherwise alleged, whenever reference is made in this complaint to any act of

1 “Defendant,” “Defendants” or the specifically named Defendant, such allegation shall mean that
2 each Defendant acted individually and jointly with the other Defendants.

3 14. Unless otherwise alleged, whenever reference is made in this complaint to any act or
4 omission of any corporate or business Defendant, such allegation shall mean that such corporation or
5 other business Defendant did the acts or omissions alleged in this complaint through its officers,
6 directors, employees, agents, and/or representatives while they were acting within the actual or
7 apparent scope of their authority.

8 15. At all relevant times alleged herein, each of the Defendants has acted as an agent,
9 representative, or employee of each of the other Defendants and has acted within the course and
10 scope of said agency or representation.

11 JURISDICTION AND VENUE

12 16. This Court has jurisdiction to preside over this matter pursuant to Article VI, section
13 10 of the California Constitution because this action is a cause not given by statute to other trial
14 courts. Jurisdiction is further premised on, *inter alia*, the California Unfair Competition Law (Bus.
15 & Prof. Code, § 17200 et seq.), the Unruh Civil Rights Act (Civ. Code, § 51 et seq.), the Gender Tax
16 Repeal Act of 1995 (Civ. Code, § 51.6), Civil Code section 51.5 and Code of Civil Procedure section
17 382.

18 17. This Court has jurisdiction over the Defendants in this action in that all Defendants
19 do sufficient business in California; or because they otherwise have sufficient minimum contacts in
20 California to render the exercise of jurisdiction over them by California courts consistent with
21 traditional notions of fair play and substantial justice.

22 18. Plaintiff is informed and believes, and on that basis alleges, that venue is proper in
23 this particular Court because:

- 24 a) Plaintiff was denied equal pricing for Defendants’ Gender-Based Pricing Promotion while he
25 was located in San Diego County, California; and
26 b) Upon information and belief, Defendant MATE 1, INC. has not filed any relevant documents
27 designating a principal office in California, and is subject to venue in any California county
28 pursuant to *Easton v. Superior Court* (1970) 12 Cal. App. 3d 243; and

1 c) Upon information and belief, all Defendants have engaged in business activities in the State
2 of California, County of Los Angeles, as alleged herein, that render them subject to being
3 hailed into court in Los Angeles County.

4 **CLASS ALLEGATIONS**

5 19. This class action is filed under the provisions of California Code of Civil Procedure
6 section 382, which provides that a class action may be brought when the question is one of common
7 interest to many persons, or when the number of persons is numerous and it is impracticable to bring
8 them all before the court. This action is properly maintained as a class action for the reasons set
9 forth below.

10 **MEN'S CLASS**

11 20. Plaintiff Steve SURREY is a proposed representative of the Men's Class, which is
12 an ascertainable class of California males who, on the basis of their gender, were made to pay more
13 than their female counterparts for MATE 1's services and/or memberships.

14 21. The Men's Class for whose benefit this action is brought consists of all male
15 customers of MATE 1, whose claims, except as to amount of damages, are otherwise identical, and
16 whose repetitive testimony at trial would be impracticable, unnecessary, and an inefficient use of
17 judicial resources.

18 22. Specific to those putative class members who utilized MATE 1's services, Plaintiff
19 SURREY believes hundreds of other male consumers may have utilized the MATE 1's services
20 and/or purchased MATE 1 memberships, making the potential number of Men's Class members
21 several hundred. The large list of absent members of the Men's Class is within the exclusive
22 possession and control of Defendants, and is not now known to Plaintiff, although the list may be
23 readily obtained using statutory discovery procedures.

24 23. There are questions of law and fact common to members of the Men's Class and
25 which predominate over questions involving individual members of this class. The common
26 questions include:

- 27 a) Whether Defendants' Gender-Based Pricing Promotion unlawfully discriminated against
28 members of the Men's Class on the basis of their gender;

- 1 b) Whether Defendants' Gender-Based Pricing Promotion violated Civil Code section 51 by
2 unlawfully discriminating against members of the Men's Class on the basis of their gender;
- 3 c) Whether Defendants' Gender-Based Pricing Promotion violated Civil Code section 51.5 by
4 unlawfully discriminating against members of the Men's Class on the basis of their gender;
- 5 d) Whether Defendants' Gender-Based Pricing Promotion violated Civil Code section 51.6 by
6 unlawfully discriminating against members of the Men's Class on the basis of their gender;
- 7 e) Whether Defendants' advertisements and promotion of the Gender-Based Pricing Promotion
8 constituted an unlawful contract as proscribed by Civil Code section 1770, subdivision
9 (a)(14) of the Consumer Legal Remedies Act because Defendants represented to the public
10 that females were entitled to rights prohibited, and therefore unavailable, under California
11 statutory law;
- 12 f) Whether Defendants' advertisements and promotion of the Gender-Based Pricing Promotion
13 included unconscionable contractual provisions as proscribed by Civil Code section 1770,
14 subdivision (a)(19) of the Consumer Legal Remedies Act; and
- 15 g) Whether, as a result of the above-referenced unlawful conduct, Defendant's Gender-Based
16 Pricing Promotion constituted an unlawful or unfair business practice under the Unfair
17 Competition Law as provided under Business and Professions Code section 17200 et seq.

18 24. There is a well defined community of interest regarding the questions of law and fact
19 involved in the parties to be represented. Plaintiff SURREY'S claims are typical of the claims of the
20 absent members of the Men's Class. The claims fairly encompass the claims of the absent members
21 of the Men's Class. Plaintiff SURREY and the absent members of the Men's Class are similarly
22 situated and identically harmed by the same course of unlawful conduct alleged herein. A class
23 action is superior to other methods for the fair and efficient adjudication of this controversy.
24 Defendants' practices are common to all members of the Men's Class and judicial economy is not
25 served by multiple actions with duplicative and repetitive testimony.

26 25. Plaintiff SURREY is aware of no difficulty that will be encountered in the
27 management of this litigation that would preclude its maintenance as a class action.

28 26. The names and addresses of many of the class members of the Men's Class are

1 readily ascertainable from the records of the Defendants herein and can be obtained through
2 discovery.

3 27. Plaintiff SURREY and his counsel will fairly and adequately protect the interests of
4 the absent members of the Men's Class. There are no material conflicts between Plaintiff
5 SURREY'S claims and those of the absent members of the Men's Class that would make class
6 certification inappropriate. Plaintiff has retained counsel who are competent and experienced in
7 class action litigation who will vigorously assert class representative's claims and those of the absent
8 members of the Men's Class. Plaintiff's counsel further has substantial experience pursuing civil
9 rights claims pursuant to the Unruh Civil Rights Act and the Gender Tax Repeal Act of 1995.

10 28. Plaintiff is entitled to an award of reasonable attorneys' fees and costs in prosecuting
11 this action against Defendants pursuant to Civil Code section 52 and Code of Civil Procedure section
12 1021.5.

13 FACTS

14 29. On or about September 12, 2008, Plaintiff SURREY purchased, via the internet, a
15 three (3) day "trial membership" from Defendant MATE 1, for approximately \$1.95. Immediately
16 thereafter, Plaintiff SURREY purchased a month long membership with Defendant MATE 1, for
17 approximately \$49.95. At no time was he offered a complimentary membership.

18 30. On information and belief, Plaintiff SURREY believes he would not have been
19 eligible for a complimentary membership as a result of his gender. This is predicated on MATE 1's
20 advertisements, as well as the payment options offered to Plaintiff SURREY.

21 31. Plaintiff was aware of the MATE 1, Gender-Based Pricing Promotion because he
22 had seen such promotions on the internet.

23 FIRST CAUSE OF ACTION

24 **Discriminatory Business Practices in Violation of the Unruh Civil Rights Act**

25 **(Civil Code § 51 et seq.)**

26 **AGAINST ALL DEFENDANTS AND DOES 1-500**

27 32. Plaintiff incorporates into this cause of action the allegations contained in each and
28 every preceding paragraph of this complaint as if the same were set out at length herein.

33. By virtue of their advertising and promotions alleged herein, Defendants, and each of them, intentionally discriminated against Steve SURREY solely on the basis of his gender as proscribed by the Unruh Civil Rights Act, codified in Civil Code section 51 et seq.

34. Said discrimination renders Defendants, and each of them, liable to Plaintiff SURREY and the absent members of the Men's Class "for each and every offense for the actual damages, and any amount that may be determined by a jury, or a court sitting without a jury, up to a maximum of three times the amount of actual damage but in no case less than four thousand dollars (\$4,000), and any attorneys' fees that may be determined by the court in addition thereto...." (Civ. Code, § 52, subd. (a).)

35. Said discrimination further renders Defendants, and each of them, subject to injunctive relief.

36. Any remedy or relief awarded Plaintiff or the absent members of the Men's Class as a result of Defendants' liability for violations of the Unruh Civil Rights Act is "independent of any other actions, remedies, or procedures that may be available to an aggrieved party pursuant to any other law." (Civ. Code, § 52, subd. (e).)

SECOND CAUSE OF ACTION

Discriminatory Business Practices in Violation of the Unruh Civil Rights Act

(Civil Code § 51 et seq.)

AGAINST ALL DEFENDANTS AND DOES 1-500

37. Plaintiff incorporates into this cause of action the allegations contained in each and every preceding paragraph of this complaint as if the same were set out at length herein.

38. By virtue of their discriminatory pricing conduct alleged herein, Defendants, and each of them, intentionally discriminated against Steve SURREY solely on the basis of his gender as proscribed by the Unruh Civil Rights Act, codified in Civil Code section 51 et seq.

39. By their conduct, Defendants, and each of them, caused Plaintiff to sustain damages.

40. Said discrimination renders Defendants, and each of them, liable to Plaintiff SURREY and the absent members of the Men's Class "for each and every offense for the actual damages, and any amount that may be determined by a jury, or a court sitting without a jury, up to a

1 maximum of three times the amount of actual damage but in no case less than four thousand dollars
 2 (\$4,000), and any attorneys' fees that may be determined by the court in addition thereto...." (Civ.
 3 Code, § 52, subd. (a).)

4 41. Said discrimination further renders Defendants, and each of them, subject to
 5 injunctive relief.

6 42. Any remedy or relief awarded Plaintiff or the absent members of the Men's Class as
 7 a result of Defendants' liability for violations of the Unruh Civil Rights Act is "independent of any
 8 other actions, remedies, or procedures that may be available to an aggrieved party pursuant to any
 9 other law." (Civ. Code, § 52, subd. (e).)

10 **THIRD CAUSE OF ACTION**

11 **Discriminatory Business Practices in Violation of Civil Code section 51.5**

12 **AGAINST ALL DEFENDANTS AND DOES 1-500**

13 43. Plaintiff incorporates into this cause of action the allegations contained in each and
 14 every preceding paragraph of this complaint as if the same were set out at length herein.

15 44. By virtue of their advertising and promotions alleged herein, Defendants, and each
 16 of them, intentionally discriminated against Plaintiff Steve SURREY, and each of the absent
 17 members of the men's class, on the basis of his gender as proscribed by Civil Code section 51.5.

18 45. Said discrimination renders Defendants, and each of them, liable to Plaintiff
 19 SURREY and the absent members of the Men's Class "for each and every offense for the actual
 20 damages, and any amount that may be determined by a jury, or a court sitting without a jury, up to a
 21 maximum of three times the amount of actual damage but in no case less than four thousand dollars
 22 (\$4,000), and any attorney's fees that may be determined by the court in addition thereto...." (Civ.
 23 Code, § 52, subd. (a).)

24 46. Said discrimination further renders Defendants, and each of them, subject to
 25 injunctive relief.

26 47. Any remedy or relief awarded Plaintiff or the absent members of the Men's Class as
 27 a result of Defendants' liability for violations of Civil Code section 51.5 is "independent of any other
 28 actions, remedies, or procedures that may be available to an aggrieved party pursuant to any other

law.” (Civ. Code, § 52, subd. (e).)

FOURTH CAUSE OF ACTION

Discriminatory Business Practices in Violation of Civil Code section 51.5

AGAINST ALL DEFENDANTS AND DOES 1-500

48. Plaintiff incorporates into this cause of action the allegations contained in each and every preceding paragraph of this complaint as if the same were set out at length herein.

49. By virtue of their discriminatory pricing conduct alleged herein, Defendants, and each of them, intentionally discriminated against Plaintiff Steve SURREY, and each of the absent members of the men’s class, on the basis of his gender as proscribed by Civil Code section 51.5.

50. By their conduct, Defendants, and each of them, caused Plaintiff and the absent members of the Men’s Class to sustain damages.

51. Said discrimination renders Defendants, and each of them, liable to Plaintiff SURREY and the absent members of the Men’s Class “for each and every offense for the actual damages, and any amount that may be determined by a jury, or a court sitting without a jury, up to a maximum of three times the amount of actual damage but in no case less than four thousand dollars (\$4,000), and any attorney’s fees that may be determined by the court in addition thereto....” (Civ. Code, § 52, subd. (a).)

52. Said discrimination further renders Defendants, and each of them, subject to injunctive relief.

53. Any remedy or relief awarded Plaintiff or the absent members of the Men’s Class as a result of Defendants’ liability for violations of Civil Code section 51.5 is “independent of any other actions, remedies, or procedures that may be available to an aggrieved party pursuant to any other law.” (Civ. Code, § 52, subd. (e).)

FIFTH CAUSE OF ACTION

Discriminatory Business Practices in Violation of the Gender Tax Repeal Act of 1995

(Civil Code § 51.6 et seq.)

AGAINST ALL DEFENDANTS AND DOES 1-500

54. Plaintiff incorporates into this cause of action the allegations contained in each and

every preceding paragraph of this complaint as if the same were set out at length herein.

55. By virtue of their advertising and promotions alleged herein, Defendants, and each of them, intentionally discriminated against Steve SURREY solely on the basis of his gender as proscribed by the Gender Tax Repeal Act of 1995, Civil Code section 51.6 et seq.

56. Said discrimination renders Defendants, and each of them, liable to Plaintiff SURREY and the absent members of the Men's Class "for each and every offense for the actual damages, and any amount that may be determined by a jury, or a court sitting without a jury, up to a maximum of three times the amount of actual damage but in no case less than four thousand dollars (\$4,000), and any attorneys' fees that may be determined by the court in addition thereto...." (Civ. Code, § 52, subd. (a).)

57. Said discrimination further renders Defendants, and each of them, subject to injunctive relief.

58. Any remedy or relief awarded Plaintiff or the absent members of the Men's Class as a result of Defendants' liability for violations of the Gender Tax Repeal Act of 1995 is "independent of any other actions, remedies, or procedures that may be available to an aggrieved party pursuant to any other law." (Civ. Code, § 52, subd. (e).)

SIXTH CAUSE OF ACTION

Discriminatory Business Practices in Violation of the Gender Tax Repeal Act of 1995

(Civil Code § 51.6 et seq.)

AGAINST ALL DEFENDANTS AND DOES 1-500

59. Plaintiff incorporates into this cause of action the allegations contained in each and every preceding paragraph of this complaint as if the same were set out at length herein.

60. By virtue of their discriminatory pricing conduct alleged herein, Defendants, and each of them, intentionally discriminated against Steve SURREY solely on the basis of his gender as proscribed by the Gender Tax Repeal Act of 1995, Civil Code section 51.6 et seq.

61. By their conduct, Defendants, and each of them, caused Plaintiff SURREY and the absent members of the Men's Class to sustain damages.

62. Said discrimination renders Defendants, and each of them, liable to Plaintiff

1 SURREY and the absent members of the Men's Class "for each and every offense for the actual
 2 damages, and any amount that may be determined by a jury, or a court sitting without a jury, up to a
 3 maximum of three times the amount of actual damage but in no case less than four thousand dollars
 4 (\$4,000), and any attorneys' fees that may be determined by the court in addition thereto...." (Civ.
 5 Code, § 52, subd. (a).)

6 63. Said discrimination further renders Defendants, and each of them, subject to
 7 injunctive relief.

8 64. Any remedy or relief awarded Plaintiff or the absent members of the Men's Class as
 9 a result of Defendants' liability for violations of the Gender Tax Repeal Act of 1995 is "independent
 10 of any other actions, remedies, or procedures that may be available to an aggrieved party pursuant to
 11 any other law." (Civ. Code, § 52, subd. (e).)

12 **SEVENTH CAUSE OF ACTION**

13 **Unfair, Deceptive or Unlawful Business Practices in Violation of the Unfair Competition Law**

14 **(Bus. & Prof. Code, § 17200 et seq. – Unruh Civil Rights Act)**

15 **AGAINST ALL DEFENDANTS AND DOES 1-500**

16 65. Plaintiff incorporates into this cause of action the allegations contained in each and
 17 every preceding paragraph of this complaint as if the same were set out at length herein.

18 66. By virtue of their conduct alleged herein, Defendants, and each of them, engaged in
 19 acts of unfair competition as defined in Business and Professions Code section 17200, as follows:

- 20 a) Each and every act of discrimination premised on the gender of Defendants' customers as set
 21 forth herein, and therefore in violation of the Unruh Civil Rights Act (Civ. Code, § 51 et
 22 seq.), was unfair or unlawful or both.

23 67. Said violations render Defendants, and each of them, liable to Plaintiff SURREY
 24 individually, to the absent members of the Men's Class and to the general public upon whose behalf
 25 Plaintiff brings this action in a representative capacity for restitution or injunctive relief or both.
 26 (Bus. & Prof. Code, § 17204.)

27 68. Any remedy or relief awarded Plaintiff, the absent members of the Men's Class or
 28 the general public as a result of Defendants' liability for violations of the Unfair Competition Law is

“cumulative to each other and to the remedies or penalties available under all other laws of this state.” (Bus. & Prof. Code, § 17205.)

EIGHTH CAUSE OF ACTION

Unfair, Deceptive or Unlawful Business Practices in Violation of the Unfair Competition Law

(Bus. & Prof. Code, § 17200 et seq. – Civil Code § 51.5)

AGAINST ALL DEFENDANTS AND DOES 1-500

69. Plaintiff incorporates into this cause of action the allegations contained in each and every preceding paragraph of this complaint as if the same were set out at length herein.

70. By virtue of their conduct alleged herein, Defendants, and each of them, engaged in acts of unfair competition as defined in Business and Professions Code section 17200, as follows:

- a) Each and every act of discrimination premised on the gender of Defendants’ customers as set forth herein, and therefore in violation of Civil Code section 51.5, was unfair or unlawful or both;

71. Said violations render Defendants liable to Plaintiff SURREY individually, to the absent members of the Men’s Class and to the general public upon whose behalf plaintiff brings this action in a representative capacity for restitution or injunctive relief or both. (Bus. & Prof. Code, § 17204.)

72. Any remedy or relief awarded Plaintiff, the absent members of the Men’s Class or the general public as a result of Defendants’ liability for violations of the Unfair Competition Law is “cumulative to each other and to the remedies or penalties available under all other laws of this state.” (Bus. & Prof. Code, § 17205.)

NINTH CAUSE OF ACTION

Unfair, Deceptive or Unlawful Business Practices in Violation of the Unfair Competition Law

(Bus. & Prof. Code, § 17200 et seq. – Gender Tax Repeal Act)

AGAINST ALL DEFENDANTS AND DOES 1-500

73. Plaintiff incorporates into this cause of action the allegations contained in each and every preceding paragraph of this complaint as if the same were set out at length herein.

74. By virtue of their conduct alleged herein, Defendants, and each of them, engaged in

1 acts of unfair competition as defined in Business and Professions Code section 17200, as follows:

- 2 a) Each and every act of discrimination premised on the gender of Defendants' customers and
3 potential customers as set forth herein, and therefore in violation of the Gender Tax Repeal
4 Act of 1995 (Civ. Code, § 51.6 et seq.), was unfair or unlawful or both.

5 75. Said violations render Defendants, and each of them, liable to Plaintiff SURREY
6 individually, to the absent members of the Men's Class and to the general public upon whose behalf
7 Plaintiff brings this action in a representative capacity for restitution or injunctive relief or both.
8 (Bus. & Prof. Code, § 17204.)

9 76. Any remedy or relief awarded Plaintiff, the absent members of the Men's Class or
10 the general public as a result of Defendants' liability for violations of the Unfair Competition Law is
11 "cumulative to each other and to the remedies or penalties available under all other laws of this
12 state." (Bus. & Prof. Code, § 17205.)

13 **TENTH CAUSE OF ACTION**

14 **Unfair, Deceptive or Unlawful Business Practices in Violation of the Unfair Competition Law**

15 **(Bus. & Prof. Code, § 17200 et seq. – Unlawful Contract)**

16 **AGAINST ALL DEFENDANTS AND DOES 1-500**

17 77. Plaintiff incorporates into this cause of action the allegations contained in each and
18 every preceding paragraph of this complaint as if the same were set out at length herein.

19 78. Beginning on an exact date unknown, and for at least several months in 2008,
20 Defendants, and each of them, engaged in acts of unfair competition as defined in Business and
21 Professions Code section 17200, as follows:

- 22 a) Defendants, and each of them, caused to be advertised a discriminatory gender-based pricing
23 promotion that is prohibited by law under the Unruh Civil Rights Act (Civ. Code, § 51 et
24 seq.), Civil Code section 51.5 and the Gender Tax Repeal Act of 1995 (Civ. Code, § 51.6 et
25 seq.). By advertising that females could obtain a free or reduced services and/or membership
26 from MATE 1, while males were required to pay for the same, or essentially the same,
27 MATE 1 service and/or membership, Defendants, and each of them, represented to the public
28 that females were entitled to rights prohibited by California statutory law pursuant to Civil

1 Code section 1770, subdivision (a)(14).

2 79. Said violations render Defendants, and each of them, liable to Plaintiff SURREY
3 individually, to the absent members of the Men's Class and to the general public upon whose behalf
4 Plaintiff brings this action in a representative capacity for restitution or injunctive relief or both.
5 (Bus. & Prof. Code, § 17204.)

6 80. Any remedy or relief awarded Plaintiff, the absent members of the Men's Class or
7 the general public as a result of Defendants' liability for violations of the Unfair Competition Law is
8 "cumulative to each other and to the remedies or penalties available under all other laws of this
9 state." (Bus. & Prof. Code, § 17205.)

10 **ELEVENTH CAUSE OF ACTION**

11 **Unfair, Deceptive or Unlawful Business Practices in Violation of the Unfair Competition Law**
12 **(Bus. & Prof. Code § 17200 et seq. – Unconscionable Contract)**

13 **AGAINST ALL DEFENDANTS AND DOES 1-500**

14 81. Plaintiff incorporates into this cause of action the allegations contained in each and
15 every preceding paragraph of this complaint as if the same were set out at length herein.

16 82. Beginning on an exact date unknown, and for at least several months in 2008,
17 Defendants, and each of them, engaged in acts of unfair competition as defined in Business and
18 Professions Code section 17200, as follows:

- 19 a) Defendants', and each of their, gender-based pricing promotion was an actual or proposed
20 contractual offer that, upon acceptance, constituted or would constitute executed contractual
21 agreements between (a) Defendants and Plaintiff, and (b) each of Defendants' patrons and
22 the general public, male and female alike. The inclusion of such discriminatory conditions in
23 each of these actual or proposed contracts are unconscionable, and therefore unlawful, within
24 the meaning of Civil Code section 1770, subdivision (a)(19), because (1) the contractual
25 offers are prepared, authorized, endorsed or ratified by Defendants, and each of them, and
26 offered to consumers who, upon consideration of the offers, are without any meaningful
27 opportunity to negotiate or reject the terms thereof, thereby making the actual or proposed
28 contracts those of adhesion; and (2) the unlawful, unfair and discriminatory nature of the

1 actual or proposed contracts "shocks the conscience" of the objectively reasonable person in
2 that they include terms that the California Legislature has established are *per se* injurious.

3 83. Said violations render Defendants, and each of them, liable to Plaintiff SURREY
4 individually, to the absent members of the Men's Class and to the general public upon whose behalf
5 Plaintiff bring this action in a representative capacity for restitution or injunctive relief or both.
6 (Bus. & Prof. Code, § 17204.)

7 84. Any remedy or relief awarded Plaintiff, the absent members of the Men's Class or
8 the general public as a result of Defendants' liability for violations of the Unfair Competition Law is
9 "cumulative to each other and to the remedies or penalties available under all other laws of this
10 state." (Bus. & Prof. Code, § 17205.)

11 **TWELFTH CAUSE OF ACTION**

12 **Negligent Hire, Supervision and Retention**

13 **AGAINST ALL DEFENDANTS AND DOES 1-500**

14 85. Plaintiff incorporates into this cause of action the allegations contained in each and
15 every preceding paragraph of this complaint as if the same were set out at length herein.

16 86. Defendants, and each of them, had a duty of care to avoid injury to Plaintiff
17 SURREY, the absent members of the Men's Class and the general public.

18 87. Plaintiff is informed and believes and on that basis alleges that Defendants, and each
19 of them, selected, hired, retained and contracted with persons and/or entities, the identities of which
20 are presently unknown but who unlawfully discriminated against Plaintiff SURREY, the absent
21 members of the Men's Class and the general public as set forth above including, but not limited to,
22 causing Plaintiff SURREY to pay more money than female customers for the same, or substantially
23 the same, MATE 1 services and/or memberships.

24 88. Plaintiff is informed and believes, and on that basis alleges, that Defendants, and
25 each of them, had the authority and duty to supervise, prohibit, control and/or regulate persons
26 and/or entities, the identities of which are presently unknown, but who unlawfully discriminated
27 against Plaintiff SURREY, the absent members of the Men's Class and the general public as set
28 forth above.

- a) Failing to use reasonable care in selecting, hiring, retaining or contracting with persons who engaged in discriminatory practices towards Plaintiff SURREY, the absent members of the Men's Class and the general public; and/or
- b) Engaging in conduct that violated the statutes and/or other law set forth in causes of action one through eleven as more fully set forth above.

PRAYER FOR RELIEF

FOR THE FIRST AND SECOND CAUSES OF ACTION:

1. Award Plaintiff and the absent members of the Men's Class actual damages according to proof or as otherwise required by statute;
2. Award Plaintiff and the absent members of the Men's Class statutorily mandated exemplary damages according to proof or as otherwise required by statute;
3. Permanently enjoin Defendants, and each of them, from engaging in discriminatory practices in violation of the Unruh Civil Rights Act, Civil Code section 51;
4. Award Plaintiff and the absent members of the Men's Class their attorneys' fees according to proof or as required and/or permitted by statute including, but not limited to, sections 52 of the Civil Code and 1021.5 of the Code of Civil Procedure;

5. Award Plaintiff and the absent members of the Men's Class their costs; and
6. Grant such other and further relief as the Court deems just and proper, including without limitation, the complete disgorgement of all ill-gotten gains according to proof or as otherwise required by statute.

FOR THE THIRD AND FOURTH CAUSES OF ACTION:

1. Award Plaintiff and the absent members of the Men's Class actual damages according to proof or as otherwise required by statute;
2. Award Plaintiff and the absent members of the Men's Class statutorily mandated exemplary damages according to proof or as otherwise required by statute;
3. Permanently enjoin Defendants, and each of them, from engaging in discriminatory practices in violation of Civil Code section 51.5;
4. Award Plaintiff and the absent members of the Men's Class their attorneys' fees according to proof or as required and/or permitted by statute including, but not limited to, sections 52 of the Civil Code and 1021.5 of the Code of Civil Procedure;
5. Award Plaintiff and the absent members of the Men's Class their costs; and
6. Grant such other and further relief as the Court deems just and proper, including without limitation, the complete disgorgement of all ill-gotten gains according to proof or as otherwise required by statute.

FOR THE FIFTH AND SIXTH CAUSES OF ACTION:

1. Award Plaintiff and the absent members of the Men's Class actual damages according to proof or as otherwise required by statute;
2. Award Plaintiff and the absent members of the Men's Class statutorily mandated exemplary damages according to proof or as otherwise required by statute;
3. Permanently and/or temporarily enjoin Defendants, and each of them, from engaging in discriminatory practices in violation of the Gender Tax Repeal Act of 1995, Civil Code section 51.6;
4. Award Plaintiff and the absent members of the Men's Class their attorneys' fees according to proof or as required and/or permitted by statute including, but not limited to, sections 52 of

1 the Civil Code and 1021.5 of the Code of Civil Procedure;

2 5. Award Plaintiff and the absent members of the Men's Class their costs; and

3 6. Grant such other and further relief as the Court deems just and proper, including without
4 limitation, the complete disgorgement of all ill-gotten gains according to proof or as
5 otherwise required by statute.

6 **FOR THE SEVENTH, EIGHTH, NINTH, TENTH AND ELEVENTH CAUSES OF ACTION:**

7 1. Award Plaintiff, the absent members of the Men's Class and the general public restitution
8 and/or disgorgement of Defendants', and each of their, ill-gotten gains according to proof or
9 as required by statute;

10 2. Award Plaintiff, the absent members of the Men's Class and the general public their
11 attorneys' fees according to proof or as required and/or permitted by statute including, but
12 not limited to, section 1021.5 of the Code of Civil Procedure;

13 3. Award Plaintiff, the absent members of the Men's Class and the general public their costs;

14 4. Permanently and/or temporarily enjoin Defendants, and each of them, from engaging in
15 discriminatory, unfair or unlawful business practices as proscribed and/or defined by the
16 Unruh Civil Rights Act (Civ. Code, § 51 et seq.), Civil Code section 51.5, the Gender Tax
17 Repeal Act of 1995 (Civ. Code, § 51.6 et seq.) and the Unfair Competition Law (Bus. &
18 Prof. Code, § 17200 et seq.); and

19 5. Grant such other and further relief as the Court deems just and proper.

20 **FOR THE TWELFTH CAUSE OF ACTION:**

21 1. Award Plaintiff and the absent members of the Men's Class damages according to proof;

22 2. Award Plaintiff and the absent members of the Men's Class their attorneys' fees according to
23 proof or as required and/or permitted by statute including, but not limited to, section 1021.5
24 of the Code of Civil Procedure;

25 3. Award Plaintiff and the absent members of the Men's Class their costs; and

26 4. Grant such other and further relief as the Court deems just and proper.

27 //

28 //

JURY TRIAL DEMANDED:

Plaintiff requests a jury trial in this matter and agrees to pay all fees and costs associated therewith that are chargeable to him at the appropriate time.

Respectfully submitted,

Dated: December 12, 2008

FULLER JENKINS



By: **ERIK C. JENKINS, ESQ.**
Attorneys for Plaintiff

EXHIBIT 1



Print - Close Window

To: ssurrey@sbcglobal.net**From:** support@matel.com**Subject:** Mate1 Receipt**Date:** Wed, 12 Sep 2007 17:06:26 -0400 (EDT)

Your 3 day trial has been approved!

Username: ssurrey@sbcglobal.net**Password:** tyke**Site URL:** http://www.matel.com/**First Name:** steve**Last Name:** surrey**Billing Address:**

4075 crystal dawn lane #103

san diego

CA, 92122

US

Profile ID: 18614144**Transaction ID:** 3715799**Subscription ID:** 828629**Amount:** \$1.95**Authorization Code:** 558179**Response/ISO Code:** 027 / 01**Reference Number:** 660740870019071640**Card Type:** MasterCard**Credit Card #:** *****9898**Expiration Date:** 07/08

If you do not cancel your membership within the 3 day trial period, you will be rebilled at the end of the third day at the rate of \$49.95. Your subscription will be automatically renewed at the rate of \$49.95 every 30 days thereafter.

Billing inquiries should be directed to

Mate 1 Customer Service:

You may email membersupport@matel.com or call:

(514) 907-0015 or

(888) 688-4760 - Toll free, USA/Canada only.

Keep in mind that cancellation requests made by email can take up to a week to process. To cancel billing instantly, click on "Subscription Status" on your Mate 1 homepage and follow the instructions.

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CONGRATULATIONS

You now have
3 days
of unlimited access to
mate1.com.

Your receipt has been emailed to
ssurrey@sbcglobal.net

[PRINT RECEIPT]

Your Username is: **ssurrey@sbcglobal.net**

Your Password is: **tyke**

Your trial will end on
2007-09-15 17:06:26
US Eastern Standard Time.

You may cancel at any time.

ENTER MATE1

For your convenience your 3 day trial will automatically convert to a full membership if you do not cancel before your 3 day trial expires. You will thereafter be automatically billed at the rate of forty nine dollars and ninety five cents, every thirty days, until you cancel. You may cancel your membership at any time by under the "subscription status" section of your profile or by contacting customer service.

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EXHIBIT 2

Welcome blueeyes2441

Status: Full Member

[Home](#) | [Log Out](#) [new email](#)[mailbox: received](#) | [sent](#)[subscription status](#) [your block list](#)[online now: women](#) | [men](#)[in your area: women](#) | [men](#)[your matches](#)[your hot list](#)**SUBSCRIPTION STATUS**[« BACK](#)**Nickname: blueeyes2441****Joined: 09/12/07 04:36 PM****You are currently a full member****If you wish to cancel your membership [click here](#)**[Subscription Status](#) | [Terms and Conditions](#) | [Privacy Policy](#)[Partnership Opportunities](#) | [Help / Contact Us](#) | [Log Out](#)[Important Information For Your Protection Against Fraud](#)

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EXHIBIT 3

CitiBusiness® Card

Account Summary Statement

STEVE SURREY
 Business Account 5082 2900 0772 2488
 Total Cardmembers: 1
 September 13 - October 12, 2007

QUICK REFERENCE

Minimum Payment \$0.00
 New Balance \$0.87-
 Due Date* 11/06/07

*Payment must be received by 5:00 pm local
 time on the Payment Due Date

Business Credit Line \$10,600
 Available Credit \$10,600
 Cash Advance Line \$6,100
 Available Cash Advance \$6,100

ACCOUNT SUMMARY

Previous Balance..... \$0.83-
 Payments, Credits and Adjustments..... \$51.94
 Purchases..... \$51.90
 Cash Advances..... \$0.00
 Finance Charges..... \$0.00
 Fees..... \$0.00
 New Balance..... \$0.87-

MONTHLY ACTIVITY BY CATEGORY

Miscellaneous..... \$51.94-
 Services..... \$51.90

How To Reach Us

Visit citibusinesscreditcards.com
 Customer Service:
 1-800-750-7453 or write to
 CitiBusiness Card, P.O. Box 44180
 Jacksonville, FL 32231-4180

NEWS FROM CITI

No Payment Required. Your account has a credit balance. You may use it to offset future purchases or you may call Customer Service for a refund.

Detailed Quarterly Reports make it easy to monitor account activity and help with planning and budgeting. For more information, call 1-800-750-7453.

NOW, LOST STATEMENTS ARE A THING OF THE PAST! Never worry about a lost statement again. Request and download PDF replicas of your current and past statements as far back as 15 years! Sign up now at www.citibusinesscreditcards.com

Detach and follow payment instructions on reverse side.

050822900077224880000000000001918

Business Account Number

5082 2900 0772 2488

Please Enter Amount of Payment Enclosed

\$

Payment Due

NONE DUE

New Balance

\$0.87-

Minimum Payment

CREDIT BAL

35954N BM 00 A 1 CR1320849

STEVE SURREY
 4075 CRYSTAL DAWN LANE
 #103
 SAN DIEGO CA 92122-5843

CITIBUSINESS CARD
 P.O. BOX 6409
 THE LAKES, NV 88901-6409

() ()
 New Home Phone New Business Phone

Print changes of address, phone number or email above.*

*If you provide an e-mail address, we may use it to contact you about your account. We may also use your e-mail address to send you information about products and services you might find useful.

STEVE SURREY
Business Account 5082 2900 0772 2488
September 13 - October 12, 2007

INFORMATION ABOUT YOUR ACCOUNT

GRACE PERIOD FOR PURCHASES: The grace period for purchases is at least 20 days. Therefore, to avoid periodic finance charges on purchases (excluding balance transfers) that appear on this statement, you must have paid the New Balance on the last statement by that statement's payment due date and also pay the New Balance on this statement by this statement's payment due date. If you made a balance transfer, you may be unable to avoid periodic finance charges on new purchases, as described in that balance transfer offer.

GRACE PERIOD FOR ADVANCES: none.

RATES: Your annual percentage rates (APRs) and periodic rates may vary. (D) and (F) indicate a daily periodic rate. (M) indicates monthly periodic rate. **BALANCE SUBJECT TO FINANCE CHARGE:** We calculate periodic finance charges separately for each balance subject to different terms (e.g., standard Purch, standard Adv, and each numbered offer). Charges include purchases, balances transfers, cash advances, transaction fees, other fees, and any minimum finance charge.

• **AVERAGE DAILY BALANCE (INCLUDING NEW TRANSACTIONS):** For each balance, we multiply the daily balance by the applicable daily periodic rate. We do this for each day in the billing period, including the Statement/Closing Date. To get the daily balance, we take the beginning balance for each balance every day, add any new charges and any periodic finance charge on the previous day's balance, subtract any credits or payments credited as of that day, and make other adjustments. A credit balance is treated as a balance of zero. For each balance, the Balance Subject to Finance Charge is the average of the daily balances during the billing period. If you multiply this figure for each balance by the number of days in the billing period and by the applicable daily periodic rate, the result is the periodic finance charges assessed for that balance, except for minor variations caused by rounding.

• **SPECIAL CALCULATION METHOD FOR CERTAIN CARDMEMBERS:** If a periodic rate is followed by an "(M)" or a "(F)", we use the following Average Daily Balance (including new transactions) method. We take the beginning balance for each balance every day (including periodic finance charges imposed in previous billing periods), add any new charges, subtract any credits or payments credited as of that day, and make other adjustments. A credit balance is treated as a balance of zero. This gives us the daily balance. We add up all the daily balances for the billing period (except the balances on the Statement/Closing Date) and divide by the total number of days in the billing period. (For finance charge calculation purposes, the billing period begins on the Statement/Closing Date of the previous billing period.) This gives us the Balance Subject to Finance Charge for that balance. If the balance is subject to a monthly periodic rate, we figure the periodic finance charge by multiplying the Balance Subject to Finance Charge for that balance by the applicable monthly periodic rate. If the balance is subject to a daily periodic rate, we figure the periodic finance charge by

multiplying the Balance Subject to Finance Charge for that balance by the applicable daily periodic rate and by the number of days in the billing period. **ANNUAL MEMBERSHIP FEE:** Any annual membership fee is billed once a year. The amount of the fee is shown on the statement when the fee is billed. If, within 30 days from the mailing or delivery date of the statement with the fee, you contact Customer Service at the address or phone number on this statement to close your account, we will credit your account for the amount of the fee, even if you use your card during that 30 day period.

MINIMUM FINANCE CHARGE: We assess a minimum finance charge of \$.50 if the periodic finance charge for the billing period would otherwise be less. **STATEMENT/CLOSING DATE:** Identified as the second date at the top left corner of each page following name and account number.

ABBREVIATIONS: CR Credit/Payment; Conv. Cks. Convenience Checks

BILLING RIGHTS SUMMARY

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL: If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the Customer Service address specified on this statement as soon as possible (you may use, but are not required to use, the 'Notification of Disputed Item' form provided below or a copy of it). We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You may telephone us, but doing so will not preserve your rights. If you choose to use the form below, please call Customer Service for assistance. If you send a letter, please include the following information:

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are unsure about. Please be sure all correspondence is signed by the primary cardholder. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent on the disputed item or take any action to collect the amount you question.

SPECIAL RULE FOR CREDIT CARD PURCHASES: If you have a problem with the quality of goods or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services. You have this protection only when the purchase price is more than \$50 and the purchase is made in your home state or within 100 miles of your mailing address. (If we own or operate the merchant, or if we mailed you the advertisement for the property or services, all purchases are covered regardless of amount or location of purchase.)

01/06

Notification of Disputed Item - Please call Customer Service prior to completing this form.

Please sign this form and return it to the Customer Service address on this statement. Do not mail this form with your payment. If your card has been lost, stolen or you have not received it, call Customer Service immediately and do not use this form. Please print in blue or black ink.

CASE ID: _____

NAME (PLEASE PRINT) _____

SIGNATURE/DATE _____

ACCOUNT # _____

REFERENCE # _____ AMOUNT OF DISPUTE \$ _____

MERCHANT _____

I have examined the charges made to my account and am disputing an item for the following reason:

- ☐ 1. Neither I nor any person authorized by me to use my card, made the charge listed above. In addition, neither I nor anyone authorized by me, received the goods and services represented by this transaction. (If you do not recognize a sale, choose this option and call Customer Service immediately).
- ☐ 2. Although I did participate in a transaction with the merchant, I was billed for transaction(s) totaling \$ _____ that I did not engage in, nor did anyone else authorized to use my card. I do have all my cards in my possession. Enclosed is a copy of the Authorized Sales slip.

- ☐ 3. I haven't received the merchandise that was to have been shipped to me. Expected date of delivery was _____ (mm/dd/yy). I contacted the merchant on _____ (mm/dd/yy) and the merchant's response was _____

(In order to assist you, the merchant must be contacted.)

- ☐ 4. I have (circle one) returned/canceled merchandise on _____ (mm/dd/yy) because _____

Please provide a copy of the returned receipt, postal receipt or proof of refund.

- ☐ 5. The attached credit slip was listed as a charge on my statement.
- ☐ 6. I was issued a credit slip for \$ _____ on _____ (mm/dd/yy), which was not shown on my monthly statement. A copy of the credit slip is enclosed.

- ☐ 7. Merchandise that was shipped to me arrived damaged and/or defective on _____ (mm/dd/yy). I returned it on _____ (mm/dd/yy).

Merchant response was _____

Please provide postal receipt and/or credit slip.

- ☐ 8. My account was charged \$ _____, but I should have been billed \$ _____. Enclosed is a copy of the sales receipt and/or other documents which indicate the correct amount.
- ☐ 9. Other-Attach a letter describing the dispute.

IMPORTANT PAYMENT INSTRUCTIONS

CREDITING PAYMENTS: Payment must be received in proper form at our processing facility by 5 p.m. local time there on a weekday to be credited as of that day. A payment received at the processing facility in proper form after that time will be credited as of the next weekday. Weekdays are Monday through Friday. Please allow 5-7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment sent by mail if it is not in the proper form or is addressed to a location other than the address listed on the return envelope or on the front of the payment coupon, or, for courier or express mail payments, to the Express Payments Address set forth below.

PROPER FORM: For a payment sent by mail or courier to be in proper form, you must:

- Enclose a valid check or money order. No cash or foreign currency please.
- Include your name and account number on the front of your check or money order.

Sending an eligible check with this payment coupon authorizes us to complete the payment by electronic debit. If we do, the checking account will be debited in the amount on the check, as soon as the day we receive the check, and the check will be destroyed.

COPY FEE: On any matter unrelated to a billing error or disputed purchase, we charge a \$3.00 fee for each duplicate statement for a billing period that is more than 3 months prior to your request. We add this fee to your standard purchase balance.

REPORT A LOST OR STOLEN CARD IMMEDIATELY:

Our Customer Service Representatives are available by phone 24 hours a day, 7 days a week.

PAYMENT OPTIONS OTHER THAN REGULAR MAIL:

- After enrollment in AutoPay, your card account will be credited on the payment due date with an amount deducted from the account you designate.
- Visit our website and sign up for online payments with the Click-to-Pay® Program. If we receive your request to make a Click-to-Pay payment by 5 p.m. Eastern time on a weekday, we will credit your payment as of that day. If we receive your request to make a Click-to-Pay payment after that time, we will credit your payment on the next weekday.
- Pay by Phone. You may make your payment by phone by using the Pay by Phone Service. You will be charged \$14.95 to use this payment service. Call by 5 p.m. Eastern time on a weekday to have your payment credited as of that day. If you call after that time, your payment will be credited as of the next weekday. We may process your payment electronically upon verification of your identity.
- Send payment by courier or express mail to the Express Payments Address: Citi Cards, Attention: Payments Department, 1500 Boltonfield Street, Columbus, OH 43228. Payment must be received in proper form at the proper address by 5 p.m. Eastern time on a weekday in order to be credited as of that day. All payments received in proper form at the proper address after that time will be credited as of the next weekday.

STEVE SURREY
Business Account 5082 2900 0772 2488
September 13 - October 12, 2007

Page 3 of 4

NNNN - NNNN - NNNY - NNNY
147042850059540002

BUSINESS ACCOUNT SUMMARY**Business Payments, Credits and Adjustments****STEVE SURREY**

Trans	Post	Description	Amount
	09/14	PAYMENT THANK YOU	\$51.94-
Total Business Payments, Credits and Adjustments			\$51.94-

Finance Charge Summary

	Nominal APR	Periodic Rate	x	Days in Billing Period	x	Balance Subject to Finance Charge	=	Periodic <u>FINANCE</u> CHARGE	Transaction +Fee/ <u>FINANCE</u> CHARGE	<u>ANNUAL</u> <u>PERCENTAGE</u> RATE	
<hr/>											
PURCHASES											
Standard Purch	18.740%	.05134% (D)	x	29	x	\$0.00	=	\$0.00	+	\$0.00	18.740%
CASH ADVANCES											
Standard Adv	22.740%	.06230% (D)	x	29	x	\$0.00	=	\$0.00	+	\$0.00	22.740%
<hr/>											
Total						<u>FINANCE CHARGE</u>	=	\$0.00			

CARDHOLDER SUMMARY**Cardholder Activity**

Cardholder	Account Number	Amount
STEVE SURREY	5588 7900 1397 9898	\$51.90

Transaction Activity

STEVE SURREY	Account Number	5588 7900 1397 9898
Employee Credit Line	\$10,600	
Employee Cash Advance Limit	\$6,100	

Purchases

Standard Purch		Description	Amount
Trans	Post		
09/12	09/14	888-688-4760 MATE 1.CO MONTREAL CAN	\$1.95
09/16	09/19	888-688-4760 MATE 1.CO MONTREAL CAN	\$49.95
Total Standard Purch			\$51.90

Subtotal of Activity for Account Number	5588 7900 1397 9898	\$51.90
--	----------------------------	----------------



STEVE SURREY
Business Account 5082 2900 0772 2488
September 13 - October 12, 2007

Page 4 of 4

NEWS FROM CITI

Grow your business with a complete solution. The First Data(R) POS Value Exchange(SM) solution connects credit and debit card processing with store management software to speed up check out and improve customer service. Call 1-800-425-0830.

EXHIBIT 4

[-: MATE1.com :-]

File Edit View Bookmarks Sidebar Tabs Sign In Tools Help



http://www.mate1.com/

[-: MATE1.com :-]

google

sidebar



...Intimate Dating

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FREE for women

Search over 17.5 million profiles - Free!

I am a:

man

Seeking a:

woman

age:

43

to

56

Country:

United States

State / Province:

California

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Done

start

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12:55 PM