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15 UNITED STATES DISTRICT COURT  
16 CENTRAL DISTRICT OF CALIFORNIA  
17 WESTERN DIVISION

18 DAVID POYET, on Behalf of Himself  
and All Others Similarly Situated,

19 Plaintiff,

20 v.

21 AVID LIFE MEDIA, INC. and AVID  
22 DATING LIFE, INC. d/b/a ASHLEY  
23 MADISON,

24 Defendants.

Case No.

**CLASS ACTION COMPLAINT:**

- (1) FRAUD
- (2) CALIFORNIA'S UNFAIR COMPETITION LAW (§§17200, *ET SEQ.*);
- (3) CALIFORNIA'S FALSE ADVERTISING LAW (§§17500, *ET SEQ.*);
- (4) NEGLIGENT MISREPRESENTATION
- (5) UNJUST ENRICHMENT

**DEMAND FOR JURY TRIAL**

1 Plaintiff David Poyet ("Plaintiff"), individually and on behalf of all others  
2 similarly situated, files this class action against defendants Avid Life Media, Inc. and  
3 Avid Dating Life, Inc. d/b/a Ashley Madison (collectively, "Defendants"). Plaintiff  
4 states and alleges as follows upon information and belief, based upon, inter alia,  
5 investigations conducted by and through his attorneys, except as to those allegations  
6 pertaining to Plaintiff personally, which are alleged upon knowledge. Plaintiff  
7 invokes this Court's jurisdiction pursuant to the Class Action Fairness Act of 2005, 28  
8 U.S.C. §1332(d).

9 **SUMMARY OF THE ACTION**

10 1. This case centers on Defendants' unfair and fraudulent business practices  
11 in an effort to increase their bottom line. Defendants operate the dating site  
12 AshleyMadison.com. AshleyMadison.com allegedly helps married individuals meet  
13 other people that are interested in having an affair. In fact, Ashley Madison's slogan  
14 is "Life is short. Have an Affair."

15 2. Defendants knew that a material and critical consideration to a consumer  
16 choosing to join AshleyMadison.com and actually pay money to Defendants would  
17 be the likelihood of making a connection and having an affair. Therefore, most male  
18 consumers would need to believe they were communicating with actual women-not  
19 merely ghost accounts. Defendants were aware of this fact and thus repeatedly  
20 advertised that AshleyMadison.com was popular with both women and men. Indeed,  
21 Defendants' marketing and promotional materials emphasized that "it is one of the  
22 few dating sites that really clicks with women. According to statistics Chief  
23 Executive Officer ("CEO") Noel Biderman has trumpeted in the media, Ashley  
24 Madison enjoys an overall 70/30 gender split—with a 1:1 male/female ratio among  
25 the under-30 set."<sup>1</sup>

26 \_\_\_\_\_  
27 <sup>1</sup>See Caitlin Devey, *Ashely Madison Faked Female Profiles to Lure Men in, Hacked*  
28 *Data Suggest*, available online at <https://www.washingtonpost.com/news/the->

1 3. Defendants' statements were false. In July 2015, hackers, calling  
2 themselves the "Impact Team," revealed that they downloaded AshleyMadison.com's  
3 users' personal information. These hackers then released this information to the  
4 public in August 2015. As a result, the public was finally able to see the genders of  
5 the users of AshleyMadison.com. In fact, the data the hackers revealed shows that  
6 only 15% of the AshleyMadison.com's users were women.<sup>2</sup>

7 4. The released information also showed that Ashley Madison went to  
8 extreme measures to fraudulently lure in and profit from customers. Defendants  
9 fraudulent and deceitful actions include, but are not limited to:

- 10 • Marketing that the site had 5.5 million female profiles, when only a  
11 small percentage of the profiles belonged to actual women who used the  
12 site;
- 13 • Hiring employees whose jobs were to create thousands of fake female  
14 profiles; and
- 15 • Creating over 70,000 female bots to send male users millions of fake  
16 messages.

17 5. Defendants' material misrepresentations and omissions fraudulently  
18 induced Plaintiff and the proposed class (the "Class") to pay for communications with  
19 fake profiles. Specifically, members are charged "credits" for each communication  
20 they make with any profile—whether fake or an actual account. Members directly  
21 submit payment to Defendants through the website to accumulate credits and so each  
22 communication costs Plaintiff and the Class actual dollar amounts.

23 6. In short, Defendants did not only mislead in marketing and promoting  
24 the website, they purposefully induced members—like Plaintiff and the Class—to

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25 [intersect/wp/2015/08/25/ashley-madison-faked-female-profiles-to-lure-men-in-](http://intersect/wp/2015/08/25/ashley-madison-faked-female-profiles-to-lure-men-in-hacked-data-suggest/)  
26 [hacked-data-suggest/](http://intersect/wp/2015/08/25/ashley-madison-faked-female-profiles-to-lure-men-in-hacked-data-suggest/) (last viewed Oct. 23, 2015).

27 <sup>2</sup> *Id.*

1 engage with the fake profiles by sending out the initial communication to members.  
2 This directly caused members to incur costs while believing it was an actual person  
3 communicating with them.

4 **PARTIES**

5 7. Plaintiff David Poyet is a resident and citizen of Los Angeles, California.  
6 Plaintiff has been a member of AshleyMadison.com since 2014. Plaintiff bought and  
7 used credits from Defendants in order to talk with actual women on  
8 AshleyMadison.com.

9 8. Defendant Avid Life Media, Inc. is a corporation organized and existing  
10 under the laws of Ontario, Canada, with its principal place of business and  
11 headquarters in Toronto, Canada. Defendant Avid Life Media, Inc. owns and operates  
12 various companies that operate online dating websites including the website operated  
13 under the trademark of Ashley Madison.

14 9. Defendant Avid Dating Life, Inc. d/b/a Ashley Madison is a corporation  
15 organized and existing under the laws of Ontario, Canada, with its principal place of  
16 business in Toronto, Canada. Defendant Avid Dating Life, Inc. owns and is regularly  
17 engaged in the business of operating online dating websites, including  
18 AshleyMadison.com.

19 **JURISDICTION AND VENUE**

20 10. This Court has jurisdiction over this action under 28 U.S.C. §1332(d),  
21 because this is a class action in which: (i) the matter in controversy exceeds the sum  
22 or value of \$5,000,000, exclusive of interest and costs; (ii) members of the proposed  
23 class are citizens of a State different from a defendant; and (iii) the number of Class  
24 members is greater than 100.

25 11. Because a substantial portion of the wrongdoing alleged herein occurred  
26 in California, the Court has personal jurisdiction over Defendants. Defendants also  
27 have sufficient minimum contacts with California and have otherwise intentionally  
28

1 availed themselves of the markets in California through the promotion, marketing,  
2 and sale of products sufficient to render the exercise of jurisdiction by this Court  
3 permissible under traditional notions of fair play and substantial justice.

4 12. Venue is proper in this District under 28 U.S.C. §1391(b)(2) and (3)  
5 because: (i) a substantial part of the events or omissions giving rise to these claims  
6 occurred in this District; (ii) a substantial part of the property that is the subject of this  
7 action is situated in this District; and (iii) Defendants are subject to the Court's  
8 personal jurisdiction with respect to this action.

9 **FACTUAL ALLEGATIONS**

10 13. AshleyMadison.com is owned by Avid Life Media, Inc., a privately-held  
11 Canadian corporation founded by its CEO Noel Biderman, which owns various  
12 companies in the business of operating online dating websites, including  
13 CougarLife.com and EstablishedMen.com.

14 14. Defendants operate AshleyMadison.com to facilitate sexual encounters  
15 for people who are married or are in committed relationships. Defendants market  
16 AshleyMadison.com with the slogan, "Life is short. Have an Affair" and target  
17 married/involved people for their matchmaking services. Defendants proclaim that  
18 "Ashley Madison is the most famous name in infidelity and married dating" and "the  
19 most successful website for finding an affair and cheating partners." Defendants  
20 represent that "[t]housands of cheating wives and cheating husbands sign up every  
21 day looking for an affair."

22 15. Ashley Madison's revenue model relies upon the purchase of "credits"  
23 by users that are used to interact with one another, as opposed to a subscription-based  
24 model. To initiate a conversation with another user, one must "pay" five credits.  
25 Users buy credits from the website and enter their credit or debit card information to  
26 buy credits. Various means of interacting with other users, such as having instant  
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1 messaging, online chats, or sending messages to prospective matches, cost different  
2 amounts of credits.

3 16. Defendants focused their marketing on the availability of numerous  
4 female members to communicate with, including touting that:

- 5 • "Ashley Madison enjoys an overall 70/30 gender split — with a 1:1  
6 male/female ratio among the under-30 set;"
- 7 • "Thousands of cheating wives and cheating husbands signup everyday  
8 looking for an affair;" and
- 9 • Ashley Madison had 5.5 million women members.

10 **THE TRUTH IS REVEALED**

11 17. On July 12, 2015, Defendants learned that their computer systems had  
12 been hacked by notification on each of their employees' internal computers greeting  
13 screen. Included in the on-screen message was the statement that "[w]e have taken  
14 over all systems in your entire office and production domains, all customer  
15 information databases, source code repositories, financial records, emails."

16 18. The hackers released the information they obtained to the public. Based  
17 on this release, Defendants scheme of fake female profiles was revealed.

18 19. For instance, it was reported by one individual that based on her  
19 analysis:

20 [T]he more I examined those 5.5 million female profiles, the more  
21 obvious it became that *none of them had ever talked to men on the site,*  
22 *or even used the site at all after creating a profile.* Actually, scratch  
23 that. As I'll explain below, there's a good chance that about 12,000 of  
24 the profiles out of millions belonged to actual, real women who were  
25 active users of Ashley Madison.<sup>3</sup>

26 <sup>3</sup> See Ashley Madison, *Almost None of the Women in the Ashley Madison Database*  
27 *Ever Used the Site*, available online at <http://gizmodo.com/almost-none-of-the-women-in-the-ashley-madison-database-1725558944> (last viewed Oct. 23, 2015).

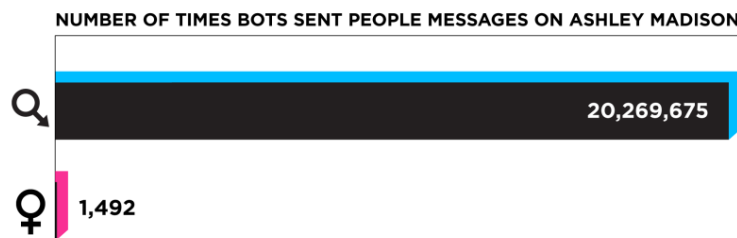
1 20. Included in the released information was Defendants' computer code,  
2 including code from fake female robot profiles intended to interact with male  
3 customers. Comments in the code contain "a set of descriptions for how the engager  
4 bots should act" providing:

- 5 • Host bot mother creates engagers;
- 6 • Birth has been given! let the engager find itself a man!; and
- 7 • Randomizing start time so engagers don't all pop up at the same time for every  
8 single state that has guest males, we want to have a chat engager.

9 21. Analysis and research into the internal information and the computer  
10 code has shown the true extent and deliberate fraud Defendants engaged in:

11 What I *have* learned from examining the site's source code is that Ashley  
12 Madison's army of fembots appears to have been a sophisticated,  
13 deliberate, and lucrative fraud. The code tells the story of a company  
14 trying to weave the illusion that women on the site are plentiful and  
15 eager.<sup>4</sup>

16 22. This comprehensive scheme is further highlighted by the fact that  
17 Defendants had their fake accounts contact members over *twenty million times*:



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26 <sup>4</sup> See Annalee Newitz, *Ashley Madison Code Shows More Women, and More Bots*,  
27 available online at <http://gizmodo.com/ashley-madison-code-shows-more-women-and-more-bots-1727613924> (last viewed Oct. 23, 2015).





1 28. Plaintiff reasonably relied on the statements presented as specific factual  
2 representations and percentages touted by Defendants to his detriment.

3 29. Plaintiff further reasonably believed that any message he received from a  
4 female was an actual person looking to engage in communication.

5 30. Had Plaintiff known that the women active on the website were grossly  
6 exaggerated, he would not have joined. Further, had Plaintiff known that the female  
7 accounts contacting him were fake; he would not have paid the credits to engage in  
8 communication.

9 31. Plaintiff and the class have suffered an injury and damages because of  
10 and caused by Defendants' fraudulent conduct.

11 **CLASS ACTION ALLEGATIONS**

12 32. Plaintiff brings this action pursuant to Rules 23(a) and 23(b)(3) of the  
13 Federal Rules of Civil Procedure.

14 33. Plaintiff seeks certification of the following nationwide classes (the  
15 "Nationwide Class"):

16 All persons in the United States who, after September 11, 2012, were  
17 credit purchasing members of Defendants' website. The term "persons"  
18 includes individuals and profit and not-for-profit corporations,  
19 partnerships, limited liability companies, limited liability partnerships,  
20 joint ventures, sole proprietorships, associations, firm, trust and other  
21 business and governmental entities.

22 34. Excluded from the Class are Defendants, their parent companies,  
23 subsidiaries, and affiliates; any co-conspirators; federal governmental entities and  
24 instrumentalities of the federal government; states and their subdivisions, agencies,  
25 and instrumentalities; and any judicial officer presiding over this matter and his or her  
26 staff.

1           35. **Numerosity.** The Class comprises thousands or more of consumers  
2 throughout the nation. The Class is so numerous that joinder of all members is  
3 impracticable.

4           36. **Commonality and Predominance.** Common questions of law and fact  
5 exist as to Plaintiff and the Class and predominate over any questions that affect only  
6 individual Class members. These common questions of law and fact include, without  
7 limitation:

- 8           (a) the nature, scope and operations of the wrongful practices of  
9           Defendants;
- 10           (b) whether Defendants engaged in a course of unfair, unlawful,  
11           fraudulent and/or deceptive conduct in utilizing fake profiles on  
12           their website;
- 13           (c) whether Defendants knew or should have known their business  
14           practices were unfair and fraudulent;
- 15           (d) whether California law governs the Nationwide Class claims;
- 16           (e) whether Defendants owed a duty of care to Plaintiff and the Class;
- 17           (f) whether Defendants made fraudulent and/or misleading  
18           representations of fact to consumers;
- 19           (g) whether Defendants knew or should have known that their  
20           representations were fraudulent and/or misleading in connection  
21           with offering bonuses to consumers;
- 22           (h) whether Defendants' fraudulent and deceptive conduct harmed  
23           Plaintiff and the Class; and
- 24           (i) whether Defendants were unjustly enriched by their deceptive  
25           practices.

26           37. **Typicality.** Plaintiff's claims are typical of the claims of Class members.  
27 Plaintiff and the Class sustained damages arising out of Defendants' common course  
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1 of conduct in violation of law, as described herein. The damages of each Class  
2 member were caused directly by Defendants' unlawful and deceptive conduct.

3       38. **Adequacy.** Plaintiff will fairly and adequately protect the interests of the  
4 Class because they share common injuries as a result of Defendants' conduct that is  
5 common to all Class members. Plaintiff has no interest adverse to the interests of  
6 absent Class members. Plaintiff has retained counsel with substantial experience and  
7 success in the prosecution of complex class action and consumer protection litigation.  
8 Plaintiff and his counsel are committed to prosecuting this action vigorously on  
9 behalf of the Class, and have the financial resources to do so.

10       39. **Superiority.** A class action is superior to other methods of fairly and  
11 efficiently adjudicating this litigation. While not inconsequential, the damages as to  
12 any individual litigant are such that individual litigation is not feasible. Furthermore,  
13 many Class members may not even be aware that they have claims. Accordingly, for  
14 Class members, a class action is the only mechanism by which they could reasonably  
15 expect to vindicate their rights.

16       40. The prosecution of separate actions by individual Class members would  
17 create a risk of inconsistent and varying adjudications concerning the subject of this  
18 action.

19       41. Class treatment of predominating common questions of law and fact is  
20 superior to multiple individual actions because it would conserve the resources of the  
21 courts and the litigants, and further the efficient adjudication of Class member claims.

22       42. Plaintiff knows of no difficulty to be encountered in the management of  
23 this action that would preclude its maintenance as a class action.

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1 **CLAIMS FOR RELIEF**

2 **COUNT I**

3 **FRAUD**  
4 **(Brought on behalf of the Class)**

5 43. Plaintiff repeats and realleges each of the above allegations as if fully set  
6 forth herein.

7 44. As is fully alleged above, throughout the class period, Defendants  
8 knowingly made false misrepresentations and material omissions of fact.  
9 Specifically, Defendants misrepresented the truth about the number of active and  
10 actual female account holders on their website, AshelyMadison.com. Defendants  
11 also willfully failed to disclose that once a member an individual will likely be  
12 contacted by a fake profile created and ran by Defendants to ensure that Plaintiff and  
13 the Class members would purchase additional credits on the website.

14 45. Defendants had superior and exclusive knowledge regarding the actual  
15 number of female active users on AshelyMadison.com. Defendants had exclusive  
16 knowledge on what accounts were fake profiles generating communications to  
17 Plaintiff and the Class. Failing to disclose and/or making material misrepresentations  
18 concerning this information to Plaintiff and the Class members rendered Defendants'  
19 transactions with Plaintiff and the Class members inherently unfair and fraudulent.  
20 Defendants therefore had a duty to disclose this information to Plaintiff and the Class  
21 members.

22 46. Defendants' misrepresentations and omissions were made for the  
23 purpose of inducing Plaintiff and members of the Class to join their website and pay  
24 fees to Defendants to participate in communication with other account holders.

25 47. Plaintiff and the Class members justifiably relied on Defendants'  
26 misrepresentations and omissions when they joined Defendants' website, payed fees  
27 to receive credits, and participated in communications with fake profiles.

1 48. Defendants knew, or should have known, that likelihood and/or  
2 availability to engage in communications with actual females was a material fact  
3 inducing Plaintiff and the Class members to sign up. Defendants own marketing  
4 campaign illustrates this knowledge as they emphasized the popularity of  
5 AshelyMadison.com with women.

6 49. Plaintiff and the Class members would not have signed up for  
7 AshelyMadison.com, paid fees and participated in communications absent  
8 Defendants' misrepresentations and omissions regarding the fake female profiles and  
9 active female account holders.

10 50. As a result of Defendants' fraudulent misrepresentations and omissions,  
11 Plaintiff and the Class members were induced into transactions that they otherwise  
12 would not have made and suffered financial injury, harm, and damages as described in  
13 this Complaint.

14 **COUNT II**

15 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**  
16 **(California Business and Professions Code §§17200, *et seq.*)**  
17 **(Brought on behalf of the Nationwide Class and the California Class)**

18 51. Plaintiff realleges the foregoing paragraphs as is fully set forth herein.

19 52. Plaintiff brings this claim on behalf of himself and the proposed Class.

20 53. California Business and Professions Code §§17200, *et seq.* prohibits acts  
21 of unfair competition, including any "unlawful, unfair or fraudulent business act or  
22 practice."

23 54. California Business and Professions Code §§17200, *et seq.* imposes  
24 strict liability. Plaintiff does not have to prove Defendants intentionally or  
25 negligently engaged in unlawful, unfair or fraudulent business acts or practices.  
26 Instead, Plaintiff only has to prove such acts or practices occurred.

1           55. Defendants engaged in unlawful business acts and practices in violation  
2 of California Business and Professions Code §§17200, *et seq.* by engaging in unfair,  
3 unlawful and fraudulent business acts or practices as described herein, including but  
4 not limited to, failing to disclose (i) the true number of active female accounts on  
5 AshelyMadison.com; and (ii) when a member received communication from a fake  
6 profile.

7           56. Defendants' practices are likely to deceive, and have deceived, members  
8 of the public.

9           57. Defendants knew, or should have known, that their misrepresentations,  
10 omissions, failure to disclosure and/or partial disclosures omit material facts and are  
11 likely to deceive a reasonable consumer.

12           58. Defendants continued to make such misrepresentations despite the fact  
13 they knew or should have known that their conduct was misleading and deceptive.

14           59. By engaging in the above-described acts and practices, Defendants  
15 committed one or more acts of unfair competition within the meaning of Unfair  
16 Competition Law, California Business and Professions Code §§17200, *et seq.*

17           60. Plaintiff reserves the right to identify additional provisions of law  
18 violated by Defendants as further investigation and discovery warrants.

19           61. Defendants' misrepresentations, business practices and their false and  
20 misleading advertising regarding constitute "unfair" business acts and practices  
21 because such conduct is immoral, unscrupulous, and offends public policy.

22           62. Defendants' misrepresentations, business practices and their false and  
23 misleading advertising constitute "fraudulent" business acts and practices because  
24 members of the consuming public, including Plaintiff and the Class members, were  
25 and are likely to be deceived thereby.

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1           71. California Business and Professions Code §§17500, *et seq.* provides that  
2 "[i]t is unlawful for any ... corporation ... with intent ... to dispose of ... personal  
3 property ... to induce the public to enter into any obligation relating thereto, to make  
4 or disseminate or cause to be made or disseminated ... from this state before the  
5 public in any state, in any newspaper or other publication, or any advertising device,  
6 or by public outcry or proclamation, or in any other manner or means whatever,  
7 including over the Internet, any statement ... which is untrue or misleading, and which  
8 is known, or which by the exercise of reasonable care should be known, to be untrue  
9 or misleading...."

10           72. When Defendants disseminated the advertising, they knew, or by the  
11 exercise of reasonable care should have known, that the statements were untrue or  
12 misleading, or omitted to state the truth about their services and related terms, in  
13 violation of the False Advertising Law, California Business and Professions Code  
14 §§17500, *et seq.* Specifically, Defendants misrepresented the truth about the number  
15 of active and actual female account holders on their website, AshelyMadison.com  
16 and also willfully failed to disclose that once a member an individual will likely be  
17 contacted by a fake profile created and ran by Defendants. Both of which Defendants  
18 knew were likely to deceive reasonable consumers.

19           73. Plaintiff and the Class members were misled and suffered injuries and  
20 lost money or property as a direct and proximate result of Defendants'  
21 misrepresentations and their false and misleading in violation of California Business  
22 & Professions Code §§17500, *et. seq.*

23           74. As a result of Defendants' wrongful conduct, Plaintiff and the Class are  
24 entitled to restitution and an order for the disgorgement of the funds by which  
25 Defendants were unjustly enriched.

26           75. Pursuant to California Business and Professions Code §§17203 and  
27 17535, Plaintiff and the members of the Class seek an order of this Court enjoining  
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1 Defendants from continuing to engage, use, or employ the above-described practices  
2 in advertising and marketing their services.

3 76. Likewise, Plaintiff seeks an order requiring Defendants to make full  
4 corrective disclosures to correct their prior misrepresentations, omissions, failures to  
5 disclose, and partial disclosures.

6 77. On information and belief, Defendants have failed and refused, and in  
7 the future will fail and refuse, to cease their deceptive advertising practices, and will  
8 continue to do those acts unless this Court orders Defendants to cease and desist  
9 pursuant to California Business and Professions Code §17535.

10 78. Plaintiff, individually and on behalf of the Class, seek restitution,  
11 disgorgement, injunctive relief, and all other relief allowable under California  
12 Business and Professions Code §§17500, *et seq.*

13 **COUNT IV**

14 **NEGLIGENT MISREPRESENTATION**

15  
16 79. Plaintiff realleges the foregoing paragraphs as is fully set forth herein.

17 80. Plaintiff brings this claim on behalf of himself and the proposed Class.

18 81. Defendants had a duty to disclose to Plaintiff and the Class members that  
19 their employees were running numerous fake female profiles and the actual number  
20 of active female accounts was materially less than represented by Defendants.  
21 Likewise, Defendants had a duty to disclose when it was one of the fake profiles  
22 contacting a member of AshleyMadison.com.

23 82. Defendants negligently and/or carelessly misrepresented, omitted and  
24 concealed from consumers material facts relating to AshleyMadison.com.

25 83. These misrepresentations and omissions were material and concerned  
26 the specific information that a reasonable consumer would consider in choosing to  
27 join, pay fees and participate in communications on AshleyMadison.com.

1 84. As a result of Defendants' misstatements and omissions, they were under  
2 a duty to disclose the additional facts necessary to avoid any misrepresentation or  
3 confusion. Further, Defendants knew of their misrepresentations and omissions.

4 85. At the time failed to disclose, conceal, suppress and/or omitted material  
5 information, Defendants knew, or by the exercise of reasonable care should have  
6 known, that the statements were false and misleading to reasonable consumers.

7 86. Plaintiff and Class members justifiably relied upon Defendants'  
8 misrepresentations and omissions. Plaintiff and Class members were unaware of the  
9 falsity of Defendants' misrepresentations and omissions and, as a result, justifiably  
10 relied on them in participating in the online fantasy sports offered by Defendants.  
11 Had Plaintiff and Class members been aware of the truth, they would not have joined,  
12 paid fees or participated in communications on AshleyMadison.com.

13 87. As a direct and proximate result of Defendants' misrepresentations and  
14 omissions of material fact, Plaintiff and Class members have suffered and will  
15 continue to suffer damages and losses as alleged herein in an amount to be  
16 determined at trial.

17 **COUNT V**

18 **UNJUST ENRICHMENT**

19 88. Plaintiff repeats and realleges each of the above allegations as if fully set  
20 forth herein.

21 89. Defendants have benefitted and been enriched from their unlawful acts  
22 by accepting the benefit conferred by Plaintiff and the Class members.

23 90. It would be inequitable for Defendants to be permitted to retain any of  
24 the ill-gotten gains resulting from the fees paid by Plaintiff and the Class members to  
25 Defendants.

26 91. Defendants' ill-gotten gains were at the expense of Plaintiff and the Class  
27 members.

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1 92. It is against equity and good conscience to permit Defendants to retain  
2 their ill-gotten profits.

3 **PRAYER FOR RELIEF**

4 Plaintiff, individually and on behalf of the Class, prays for judgment and relief  
5 against Defendants as follows:

6 A. for an order certifying this case as a class action and appointing Plaintiff  
7 and Plaintiff's counsel to represent the Class;

8 B. for a declaratory judgment and injunction prohibiting the use of  
9 undisclosed fake profiles on Defendants' website;

10 C. for an order awarding, as appropriate, damages, restitution, and/or  
11 disgorgement to Plaintiff and the Class members, including all damages to which  
12 Plaintiff and the Class are entitled to under California law, and all other statutory  
13 penalties.

14 D. for an order awarding attorneys' fees and costs to which Plaintiff and the  
15 Class;

16 E. for an order awarding punitive damages;

17 F. for an order awarding pre-judgment and post-judgment interest; and

18 G. for an order providing such further relief as this Court deems just and  
19 proper.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff demands a trial by jury on all issues so triable.

22 Dated: October 29, 2015

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