3. Venue is proper in this district under 28 U.S.C. §§ 1391(b)(2), (b)(3), (c)(2), and (c)(3), and 15 U.S.C. § 53(b).

PLAINTIFF

4. The FTC is an independent agency of the United States Government created by statute. 15 U.S.C. §§ 41-58. The FTC enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair or deceptive acts or practices in or affecting commerce. The FTC also enforces ROSCA, 15 U.S.C. §§ 8401-8405, which prohibits certain methods of negative option marketing on the Internet.

5. The FTC is authorized to initiate federal district court proceedings, by its own attorneys, to enjoin violations of the FTC Act and ROSCA and to secure such equitable relief as may be appropriate in each case, including rescission or reformation of contracts, restitution, the refund of monies paid, and the disgorgement of ill-gotten monies. 15 U.S.C. §§ 53(b), 56(a)(2)(A), 56(a)(2)(B), 57b, and 8404.

DEFENDANTS

6. Defendant JDI Dating, Limited ("JDI"), is a United Kingdom private limited company with its principal place of business at 3600 Solent Business Centre, 1st Floor, Whitely, Hampshire, United Kingdom PO15 7AN. JDI transacts or has transacted business in this district and throughout the United States.

7. Defendant William Mark Thomas ("Thomas") is an owner, officer, and director of Defendant JDI and its Chief Executive Officer. At all times material to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled, had the authority to control, or participated in the acts and practices of Defendant JDI, including the acts and

practices set forth in this Complaint. Defendant Thomas, in connection with the matters alleged herein, transacts or has transacted business in this district and throughout the United States.

COMMERCE

8. At all times material to this Complaint, Defendants have maintained a substantial course of trade in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS' BUSINESS ACTIVITIES

9. Since at least 2013, Defendants have operated an online dating service comprised of eighteen different Internet websites, including cupidswand.com, flirtcrowd.com, and findmelove.com. Defendants also operate

and within these profiles, consumers often are able to upload pictures and provide descriptive and personal information viewable by other users of the service.

13. In many instances, whether a consumer will find a compatible match is largely dependent on the quality and quantity of profiles available on the service. The more profiles a user has access to, and the more information contained within those profiles, the more likely that user is to find a compatible match. Some providers may use objective criteria to facilitate finding a compatible match. For example, some providers may filter profiles that do not match a user’s expressed preferences, such as the profiles of other users not residing within specified geographic areas, or who are not of an expressed religious or

For example, on one of Defendants' websites, consumers can select: (a) "12 Month Access: ~~was $12.95~~ Now Only $8.42/mo Charged $101.04 today for 12 Months;" (b) "6 Month Access: ~~was $17.95~~ Now Only $11.67/mo Charged $70.02 today for 6 Months;" (c) "3 Month Access: ~~was $24.94~~ Now Only $16.21/mo Charged $48.63 today for 3 Months;" or (d) "1 Month Access: ~~was $34.95~~ Now Only $22.72/mo Charged $22.72 Monthly."

17. Nowhere on the website where consumers select a subscription do Defendants disclose that these subscriptions will be renewed automatically at the end of the chosen term, and that the consumerst a subscriptifiptubscript.8(c)4 the4eraD.051c-6(g)1c8(J1unl4.5(8(J)-9JEs.8(onsume)4.8(r)6

24. In the next few days, users typically are notified that they have received several additional communications that purport to be from other users, such as additional "winks," written messages, requests for photos, or notices that another user has added the consumer to his or her "favorites" list. Consumers are led to believe that other users in the same geographic area have initiated these communications. Frequently, non-paying Members are unable to either read or reply to many of these communications without first becoming a paid Subscriber.

28. Even consumers who locate the VC logo are unlikely to attach any significance to it. Defendants do not provide an explanation of the VC logo except on their terms and conditions page. Even there, Defendants do not display the actual VC logo used to distinguish the communications of Virtual Cupids from those of actual users.

29. As a result of Defendants’ use of Virt

they are not required to access or read the terms and conditions, which are available only by clicking on a hyperlink on Defendants' websites.

33. Defendants also do not provide users with a simple mechanism to stop the otherwise recurring charges. In numerous inst

of Defendants' service are not from actual people interested in communicating with those users, but instead are from computer generated virtual profiles created by Defendants.

38. Therefore, Defendants' representation as set forth in Paragraph 36 of this Complaint is false and misleading and constitutes a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT II
Failure to Adequately Disclose Automatic Renewal Terms

39. In numerous instances in connection with the advertising, marketing, promotion, offering for sale, or sale of their online dating service, Defendants have represented, directly or indirectly, expressly or by implication, that consumers who enter their billing information into Defendants' websites are purchasing a one-time paid subscription to Defendants' online dating service.

40. In numerous instances in which Defendants have made the representation set forth in Paragraph 39 of this Complaint, Defendants have failed to disclose, or disclose adequately, to consumers the material terms and conditions of the offer, including:

a. That Defendants actually are enrolling consumers in a negative option plan under which Defendants will continue to charge them;

b. That consumers must affirmatively cancel the negative option plan at least 48 hours before the end of their subscription period to avoid additional charges; and

c. The means consumers must use to cancel the negative option plan to avoid additional charges.

41. Defendants' failure to disc