

2ND JUDICIAL DISTRICT COURT
City and County of Denver, Colorado

DATE FILED: October 8, 2021 2:38 PM

Denver City and County Building
1437 Bannock Street
Room 256
Denver, CO 80202
(720)865-8301

IAN CROSS

v.

HMZ GROUP, LLC d/b/a DENVER DATING
COMPANY;

▲ COURT USE ONLY ▲

Eric R. Coakley, CO Bar 34238
Coakley, LLC
2373 Central Park Blvd. - Suite 100
Denver, CO 80238
Tel. (303)500-1778
coakley@coakleylaw.com

Case Number: 21cv _____

Div.: ____

COMPLAINT AND JURY DEMAND

Plaintiff Ian Cross, through his counsel, Eric R. Coakley and the firm Coakley, LLC, and hereby submits his Complaint and Jury Demand as follows:

PARTIES

1. Plaintiff Ian Cross is, and at all times relevant to this Complaint was, a consumer and a resident of Denver, Colorado.
2. Defendant HMZ Group, LLC is a Nevada Limited Liability Company that does business in Denver, Colorado as Denver Dating Company at 950 S. Cherry Street - Suite 404, Denver, CO 80246.

JURISDICTION AND VENUE

5. Jurisdiction is proper in the 2nd Judicial District Court for the City and County of Denver pursuant to C.R.S. § 13-1-124 because all actions described herein occurred in the state of Colorado.

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5. Jurisdiction is proper in the 2nd Judicial District Court for the City and County of Denver pursuant to C.R.S. § 13-1-124 because all actions described herein occurred in the state of Colorado.

6. Venue is proper in the 2nd Judicial District Court for the City and County of Denver pursuant to C.R.C.P. 98(c)(1) because defendant has a business office in the City and County of Denver, defendant is a nonresident of this state and this is the court designated in the complaint and defendant was served in the City and County of Denver.

7. Venue is also proper under C.R.C.P. 98(c)(3)(B)(i) because this action involves a consumer contract and the contract was signed or entered into by Defendant in City and County of Denver, Colorado.

GENERAL ALLEGATIONS

8. Mr. Cross is a single 29 year old man and consumer who was interested in engaging a dating service to meet single women his age.

9. Mr. Cross searched for a suitable dating service in Denver through an internet search and by viewing websites and customer reviews.

10. On January 9, 2021, Mr. Cross met with Lisa (last name unknown), a representative of Denver Dating Company.

11. Prior to the meeting, Mr. Cross filled out a form where he indicated clearly that he was interested in meeting single women aged 25 to 35.

12. Defendant reviewed the form and Lisa represented to Mr. Cross that Denver Dating Company would be "perfect" for him.

13. Lisa told Mr. Cross that what distinguishes Denver Dating Services from other services was the size of the database with a "huge" number of single women in the 25 to 35 age range.

14. Lisa represented that Denver Dating Company had a recent "influx" of new members in the 25 to 35 age range because of the "wave of breakups" due to the pandemic.

15. Mr. Cross relied on Lisa's representations about the number of single women in his age range in deciding to pay \$9,409.80 for a membership.

16. Mr. Cross was not granted access to the Denver Dating Company website until February of 2021. When he was granted access, he discovered there were only five women in the 18 to 35 age range active in the database.

17. Upon information and belief, Denver Dating Company uses online reviews of fake or fictitious customers in order to create a false impression with the public regarding the quality and characteristics of its service.

FIRST CLAIM FOR RELIEF
(Fraudulent Inducement)

18. Mr. Cross incorporates all other allegations in this complaint as if fully set forth herein.

19. Defendant solicited Mr. Cross to contract for services by falsely representing to Mr. Cross that Denver Dating Company has a "huge" database of single women in the 25 - 35 year old age range.

20. Upon information and belief, Defendant solicits the public, and solicited Mr. Cross to contract for services, by posting fake online reviews from fictitious persons in order to create a false impression in the public and with potential consumers about the quality of the services it provides.

21. Defendant's misrepresentations were material to Mr. Cross's decision to enter into a contract for Defendant's services.

22. At the time the representation was made, Defendant knew or should have known the representations were false because it controls and maintains the database which had only approximately five active members in the 25- 35 age range when it made the misrepresentations.

23. At the time the representation was made, Defendant knew or should have known that the reviews from individuals who do not exist and did not use Defendant's services were false and would mislead the public, including Mr. Cross.

24. Defendants intended Mr. Cross would rely on the misrepresentations.

25. Mr. Cross justifiably relied on the misrepresentations.

26. As a result, Mr. Cross suffered damages.

SECOND CLAIM FOR RELIEF
(Breach of Contract)

27. Mr. Cross incorporates all other allegations in this complaint as if fully set forth herein.

28. Mr. Cross had a contract with Defendant under which Defendant agreed to provide him use of and access to a "huge" dating database that would provide Mr. Cross opportunities to meet and date women his age.

29. Mr. Cross substantially performed that contract by, *inter alia*, paying all monies due under the contract.

30. Defendant breached the contract by failing to provide access to a database that was useless to Mr. Cross for the purpose of meeting and dating women his age.

31. As a result, Mr. Cross suffered actual damages as well as non-economic and consequential damages arising directly from Defendant's breach of the contract.

THIRD CLAIM FOR RELIEF
(Colorado Consumer Protection Act)

32. Mr. Cross incorporates all other allegations in this complaint as if fully set forth herein.

33. Defendant engaged in a deceptive trade practice by: *inter alia*:

a. "[f]ail[ing] to disclose material information concerning goods, services, or property which information was known at the time of an advertisement or sale if such failure to disclose such information was intended to induce the consumer to enter into a transaction..." C.R.S. § 6-1-105(1)(u);

b. "knowingly or recklessly mak[ing] a false representation as to the characteristics . . . benefits . . . quantities of ...services..." C.R.S. § 6-1-105(1)(e);

c. "[r]epresent[ing] that ... services ...are of a particular standard, quality or grade . . . if [it] knows they are of another..." C.R.S. § 6-1-105(1)(g);

d. "[a]dvertising goods, services, or propriety with the intent not to sell them as advertised." C.R.S. § 6-1-105(1)(i);

e. "[a]dvertising ...services with intent not to supply reasonably expectable public demand, unless the advertisement discloses a limitation of quantity." C.R.S. § 6-1-105(1)(l); and,

f. "[e]mploying 'bait and switch' advertising..." C.R.S. § 6-1-105(1)(n).

34. The deceptive trade practice occurred in the course of Defendant's and Ms. Jefferies' businesses

35. The deceptive trade practice significantly impacted the public as actual or potential consumers of Defendants' services because numerous consumers across the United States and in Colorado have actually been affected by these practices and those Defendants deceptively market such services to the public as potential consumers.

36. Mr. Cross was an actual consumer of Defendant's services.

37. The deceptive trade practices caused damages or losses to Mr. Cross.

JURY DEMAND

Mr. Cross requests a Jury on all claims so triable.

WHEREFORE, Plaintiff Ian Cross, respectfully requests the Court enter a monetary judgment in his favor and against Defendants, for punitive or treble damages on claims so applicable, for costs and attorneys fees, and any other relief the Court deems just under the circumstances.

Dated this 8th Day of October, 2021.

COAKLEY, LLC

s/Eric R. Coakley

Eric R. Coakley