

SUPREME COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

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Michael Gelb,

Plaintiff,

SUMMONS

-against-

Index No.

Professional Matchmaking LLC, and
The Standard Agency, Inc.,

Defendants.

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Professional Matchmaking LLC
1500 Quail St., Suite 550
Newport Beach CA 92660

The Standard Agency, Inc.
1500 Quail St., Suite 550
Newport Beach CA 92660

To the above-named Defendants:

YOU ARE HEREBY SUMMONED to answer the Verified Complaint in this action and to serve and file a copy with Clerk of the Court, New York County Courthouse, 60 Centre Street, New York, New York 10007 within the time provided by law; and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Verified Complaint.

Dated: February 17, 2025
South Setauket, New York

Law Offices of Kenneth V. Gomez
1217 Culper Dr
South Setauket NY 11720-1372
646-678-2789
kengomez@gmail.com

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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MICHAEL GELB,

Plaintiff,

Index No.:

-against-

VERIFIED COMPLAINT

PROFESSIONAL MATCHMAKING LLC and
THE STANDARD AGENCY, INC.,

Defendants.

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Plaintiff, MICHAEL GELB, by his attorneys, THE LAW OFFICES OF KENNETH V. GOMEZ, complaining of the Defendants, PROFESSIONAL MATCHMAKING LLC and THE STANDARD AGENCY, INC., alleges as follows:

PARTIES

1. Plaintiff, MICHAEL GELB ("Plaintiff"), is an individual residing in the State of New York.

2. Defendant PROFESSIONAL MATCHMAKING LLC ("PMLLC") is a limited liability company organized under the laws of the State of California, with a principal place of business at 1500 Quail St., Suite 550, Newport Beach, CA 92660.

3. Defendant THE STANDARD AGENCY, INC. ("Standard Agency") is the successor in interest to PMLLC and is also located at 1500 Quail St., Suite 550, Newport Beach, CA 92660.

JURISDICTION AND VENUE

4. Jurisdiction is proper in this Court pursuant to CPLR § 302(a) as Defendants transacted business within the State of New York and committed tortious acts within the state.

5. Venue is proper in New York County pursuant to CPLR § 503 as Defendants conducted business within this county and Plaintiff resides in New York.

FACTUAL ALLEGATIONS

6. On or about August 16, 2023, Plaintiff entered into a written contract (the "Contract") with PMLLC for social referral services in exchange for payments of \$1,000 and \$19,000. A copy of the Contract is annexed at Exhibit A and is incorporated by reference.

7. The Contract falls under the scope of New York General Business Law ("NYGBL") § 394-c, which regulates social referral services.

8. The Contract failed to specify a certain number of social referrals per month, violating NYGBL § 394-c(3), which limits charges to \$25 when no such commitment is made.

9. Defendants unlawfully charged Plaintiff \$19,950, vastly exceeding the legal maximum under New York law.

10. The Contract included a mediation clause requiring disputes to be resolved in Orange County, California, in violation of NYGBL § 394-c(7)(e)(6), which grants consumers the right to pursue claims in New York State courts.

11. The Contract also omitted numerous required provisions under NYGBL § 394-c, including the right to cancel, data privacy protections, and the unilateral right to place membership on hold.

12. Although the Contract referenced a "Dating Service Consumer Bill of Rights," no such document was provided to Plaintiff, in violation of NYGBL § 394-c(7)(e).

13. Defendants knowingly and willfully engaged in deceptive acts and practices in violation of NYGBL §§ 349 and 349-a.

14. Despite repeated demands, Defendants have failed to refund Plaintiff's money or return Plaintiff's personal information.

CAUSES OF ACTION**FIRST CAUSE OF ACTION - BREACH OF CONTRACT**

15. Plaintiff repeats and re-alleges paragraphs 1 through 14 as if fully set forth herein.

16. Defendants materially breached the Contract by failing to comply with NYGBL § 394-c and overcharging Plaintiff.

17. Plaintiff suffered monetary damages as a direct result of Defendants' breach.

SECOND CAUSE OF ACTION - UNJUST ENRICHMENT

18. Plaintiff repeats and re-alleges paragraphs 1 through 17 as if fully set forth herein.

19. Defendants unjustly retained Plaintiff's payments despite failing to provide lawful services.

20. Defendants' retention of Plaintiff's money violates principles of equity and good conscience.

THIRD CAUSE OF ACTION - VIOLATION OF NYGBL §§ 349 and 349-a**(Deceptive Acts and Practices)**

21. Plaintiff repeats and re-alleges paragraphs 1 through 20 as if fully set forth herein.

22. Defendants engaged in deceptive business practices by overcharging Plaintiff, failing to provide required disclosures, and inserting unlawful terms in the Contract.

23. Defendants' deceptive practices have caused Plaintiff harm, entitling him to damages and equitable relief.

DEMAND FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- A. An award of actual damages in the amount of \$19,950;
- B. Treble damages pursuant to NYGBL § 349(h);
- C. Statutory damages under NYGBL §§ 349 and 394-c;

- D. Injunctive relief prohibiting Defendants from continuing their deceptive practices;
- E. An order requiring Defendants to return all personal information of Plaintiff by certified mail;
- F. Reasonable attorney's fees, costs, and disbursements; and
- G. Such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

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

Dated: February 25, 2025

LAW OFFICES OF KENNETH V. GOMEZ

By: _____

Kenneth V. Gomez, Esq.
1217 Culper Drive
South Setauket, NY 11720
646-678-2789
Attorney for Plaintiff

VERIFICATION

STATE OF NEW YORK

COUNTY OF NEW YORK

I, MICHAEL GELB, being duly sworn, depose and say:

I am the Plaintiff in the within action. I have read the foregoing Complaint and know the contents thereof. The same is true to my own knowledge, except as to matters therein stated to be alleged upon information and belief, and as to those matters, I believe them to be true.



Michael Gelb

Sworn to before me this 17 day of February, 2025.

Notary Public

