

because:

- a. The relief sought by the State includes non-monetary injunctive relief; and
- b. The State's claims for monetary relief including penalties, consumer redress and attorneys' fees and costs are in excess of \$100,000 and could exceed \$1,000,000.00.

II. JURISDICTION

3. This action is brought by Texas Attorney General Greg Abbott, through his Consumer Protection Division, in the name of the State of Texas and in the public interest under the authority granted him by § 17.47 of the Texas Deceptive Trade Practices-Consumer Protection Act, TEX. BUS. & COM. CODE § 17.41 *et seq.* ("DTPA") upon the ground that Defendants engaged in false, deceptive and misleading acts and practices in the course of trade and commerce as defined in, and declared unlawful by, §§ 17.46(a) and (b) of the DTPA.

4. This action is further brought by Texas Attorney General Greg Abbott, through his Consumer Protection Division, in the name of the State of Texas and in the public interest under the authority granted him by § 302.101 of the Texas Business and Commerce Code upon the ground that Defendants used false, deceptive, and misleading representations to solicit business via telephone.

5. This action is further brought Texas Attorney General Greg Abbott, through his Consumer Protection Division, in the name of the State of Texas and in the public interest under the authority granted him under §392.403(d) and §392.404 of the Texas Finance Code for violations of the Texas Debt Collection Act.

III. DEFENDANTS

6. Defendant SAGEJAX, INC, which is doing business as MATCHMAKER MATCHMAKER ("Matchmaker"), can be served at the address of its director and registered

agent, Javier Luna, 550 Interstate 10, Beaumont, TX 77707, at its principal place of business, 1846 Interstate 10 South, Ste. #201, Beaumont, TX 77707 or wherever it may be found.

7. Defendant JAVIER LUNA aka HARVEY LUNA (“Luna”), individually, can be served at 4215 N. Major Dr. Apt. 1103, Beaumont, TX 77707 or wherever he may be found.

8. Defendant MONTEREY FINANCIAL SERVICES, INC. (“Monterey Financial”) is a foreign corporation doing business in Texas. However, Defendant Monterey Financial Services has not designated or maintained a registered agent for service of process in Texas and therefore, may be served with process by serving the Secretary of State of Texas, pursuant to Tex. Civ. Prac. & Rem. Code § 17.044(b). The Secretary of State is hereby requested to serve Defendants by certified or registered mail addressed to the registered agent in California Robert Steinke at 1748 Kings Rd., Vista, CA 92084 or wherever it may be found.

IV. VENUE

9. Under the DTPA, § 17.47(b), venue is proper because one or more Defendants have done business in Harris County, Texas.

V. PUBLIC INTEREST

10. Plaintiff has reason to believe that Defendants have engaged in, and will continue to engage in, unlawful practices in violation of the DTPA, as set forth below. Therefore, Plaintiff believes and is of the opinion that these proceedings are in the public interest. *See* § 17.47(a);

VI. NOTICE BEFORE SUIT

11. Pursuant to §17.47(a) of the Deceptive Trade Practices Act, Plaintiff has not given specific notice of the unlawful conduct alleged herein, because Plaintiff is of the opinion that there is good cause to believe that such an emergency exists that immediate and irreparable injury, loss or damage would occur as a result of such delay in obtaining a temporary restraining

order, and that Defendants would evade service of process, destroy relevant records and secrete assets if prior notice of this suit were given.

VII. TRADE AND COMMERCE

12. Defendants have, at all times described below, engaged in conduct which constitutes “trade” and “commerce” as those terms are defined by § 17.45(6) of the DTPA.

VIII. ACTS OF AGENTS

13. Whenever in this Petition it is alleged that Defendants did any act, it is meant that:

- a. Defendants performed or participated in the act, or
- b. Defendants’ officers, agents, or employees performed or participated in the act on behalf of and under the authority of the Defendants.

IX. FACTUAL BACKGROUND

14. Matchmaker and its principal, Harvey Luna (“Matchmaker Defendants”), purport to provide a dating service, Matchmaker Matchmaker, which specifically targets senior citizens, the disabled, and veterans throughout the State of Texas. (Ex. 1, Acosta Aff. § 3,4). Defendant Luna, the principal owner of Matchmaker, has operated dating services in both the Harris and Jefferson County areas under various names, including Matchmaker, Two of Us, 2 of a Kind, and Together Dating. (Ex. 1, Acosta Aff. §3; Ex. 2, Sheppard Aff. §11) Matchmaker Defendants use coercive and at times physically intimidating tactics to convince prospective senior citizen clients and others to sign expensive “membership agreements” for their services, costing \$3,000.00 to \$10,000.00 for prospective dating introductions. (Ex. 6, Hubbard Aff. §5; Ex. 4, Phelps Aff. §6; Ex. 3, Geisendorff Aff. §4; Ex. 7, Rowley Aff. §7; Ex. 1, Acosta Aff. §4).

15. Matchmaker Defendants utilize a company which “mines” online dating service

databases and sells “leads” and customer contact information. (Ex. 6, Hubbard Aff. §3; Ex. 5, Thomas Aff. §3; Ex. 2, Sheppard Aff. §7). Although not a registered telemarketer in the State of Texas, Matchmaker Defendants use this information to cold call prospective clients throughout Texas. *Id.* The sole purpose of these cold calls is to entice people to come into Matchmaker Defendants’ offices and sign up for dating services. *Id.*

16. Employees are trained in dubious and aggressive recruitment practices that include memorizing false information to entice consumers to sign expensive contracts for Matchmaker Defendants’ services. This false information includes falsely representing to consumers that Matchmaker Defendants have a database of “thousands” of prospective dates. (Ex. 6, Hubbard Aff. §5)

17. Matchmaker falsely advertises that psychological evaluations are conducted on all of its potential members, when in fact such evaluations are not done. (Ex. 7, Rowley Aff. §3) Matchmaker also falsely represents that it is affiliated with the Better Business Bureau and even includes a Better Business Bureau arbitration clause in the contract. (Ex. 2, Sheppard Aff. §6.) However, Matchmaker is not accredited or associated with the Better Business Bureau. (Ex. 2, Sheppard §6.)

18. Customers, mostly senior citizens, complain they are kept in a room at Matchmaker Defendants’ business for hours to listen to high pressure sales tactics until they agree to sign a “membership agreement.” (Ex.5, Thomas Aff. §5; Ex. 4, Phelps Aff. §6) Consumers report that Defendant Luna has physically placed himself between the consumer and an exit and even placed his hands on a 65-year-old female customer and told her that he would not let her leave until she signed up for the program. (Ex. 7, Rowley Aff. §6; Ex. 3, Geisendorff Aff. §5) Defendant Luna also pressured prospective clients by telling them that his pastor, Joel Osteen,

said “we were meant to go ‘two by two’” and it was God’s will for them to sign up for the program. (Ex. 7, Rowley Aff. §5; Ex. 3, Geisendorff Aff. §5).

19. Consumers complain that when they told Matchmaker Defendants they could not afford the dating services, Matchmaker Defendants manipulated them and kept changing the prices, depending upon their ability to pay. (Ex. 6, Hubbard Aff. §5; Ex. 7, Rowley Aff. §6; Ex. 3, Geisendorff Aff. §5) Matchmaker Defendants falsely represented they needed sensitive financial information from consumers, including their financial status and credit card allowances, to better “match” them to prospective dates, when in reality the information was used to adjust the final price to the consumer’s ability to pay. (Ex. 4, Phelps Aff. §4; Ex. 2, Sheppard Aff. § 9) The final price was only revealed after hours of high pressure sales tactics when most consumers just wanted to leave. (Ex. 7, Rowley Aff. §6; Ex. 1, Acosta Aff. §4) Consumers who refused to sign a contract were verbally abused. (Ex. 4, Phelps Aff. §4)

20. Consumers who have complained and requested to cancel their contracts are threatened by Matchmaker Defendants with financial ruin and turned over to debt collectors. (Ex. 6, Hubbard Aff. §7; Ex. 3, Geisendorff Aff. §8; Ex. 2, Sheppard Aff. §10) Defendant Luna claims that customers who do not pay in full or upfront, must “qualify” for financing through Defendant Monterey Financial Services, Inc.(Ex. 2, Sheppard Aff. §8).

21. Matchmaker Defendants have used these coercive tactics to fraudulently obtain thousands of dollars from Texas consumers throughout Southeast Texas. Matchmaker Defendants’ coercive and abusive business practices have been the subject of a recent news article in Beaumont’s THE EXAMINER. (Ex. 8), Clay Thorp, *Dating Scam, Matchmaker service cons elderly, disabled out of thousands*, THE EXAMINER, May 9-15, 2013. Nevertheless, Matchmaker Defendants are continuing their abusive sales tactics. (Ex. 1, Acosta Aff. §4; Ex. 2, Sheppard

Aff. §9).

22. On information and belief, Matchmaker Defendants have assigned their rights and/or granted a security interest under the dating service membership contracts to Defendant Monterey Financial. (Ex. 6, Hubbard Aff. §7; Ex. 2, Sheppard Aff. §8) On information and belief, Defendant Monterey Financial is a debt collector which has engaged in debt collection activities in the State of Texas for payments under the dating service agreements illegally obtained by Matchmaker Defendants. *Id.*; *see* Tex. Fin. Code §392.001(6). Monterey Financial has not posted a bond with the State of Texas to collect consumer debts as required by Tex. Fin. Code §392.101. (Ex. 1, Acosta Aff. §5). The Office of the Attorney General has received 92 complaints from consumers against Defendants or related dating service companies. (Ex. 1, Acosta Aff. §4).

X. VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT

23. The State incorporates and adopts by reference the allegations contained in each and every preceding paragraph of this petition.

24. Defendants, as alleged and detailed above, have in the conduct of trade and commerce, engaged in false, misleading, or deceptive acts or practices in violation of the DTPA § 17.46(a).

25. ~~Defendants, as alleged and detailed above, have in the conduct of trade and commerce,~~ violated the DTPA by causing confusion or misunderstanding as to the source, sponsorship, approval, or certification of goods or services. TEX. BUS. & COM. CODE § 17.46(b)(2).

26. Defendants, as alleged and detailed above, have in the conduct of trade and commerce, violated the DTPA by causing confusion or misunderstanding as to affiliation, connection, or association with, or certification by, another. TEX. BUS. & COM. CODE § 17.46(b)(3).

27. Defendants, as alleged and detailed above, have in the conduct of trade and commerce,

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violated the DTPA by representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities which they do not have. TEX. BUS. & COM. CODE § 17.46(b)(5).

28. Defendants, as alleged and detailed above, have in the conduct of trade and commerce, violated the DTPA by representing that goods or services are of a particular standard, quality, or grade, if they are another. TEX. BUS. & COM. CODE § 17.46(b)(7).

29. Defendants, as alleged and detailed above, have in the conduct of trade and commerce, violated the DTPA by advertising goods or services with intent not to sell them as advertised. TEX. BUS. & COM. CODE § 17.46(b)(9).

30. Defendants, as alleged and detailed above, have in the conduct of trade and commerce, violated the DTPA by making false or misleading statements of fact concerning the reasons for, existence of, or amount of price reductions. TEX. BUS. & COM. CODE § 17.46(b)(11).

31. Defendants, as alleged and detailed above, have in the conduct of trade and commerce, violated the DTPA by representing that an agreement confers or involves rights, remedies, or obligations which it does not have or involve, or which are prohibited by law. TEX. BUS. & COM. CODE § 17.46(b)(12).

~~32. Defendants, as alleged and detailed above, have in the conduct of trade and commerce, violated the DTPA by representing that a guarantee or warranty confers or involves rights or remedies which it does not have or involve. TEX. BUS. & COM. CODE § 17.46(b)(20).~~

33. Defendants, as alleged and detailed above, have in the conduct of trade and commerce, violated the DTPA by failing to disclose information concerning goods or services which was known at the time of the transaction if such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the

information been disclosed. TEX. BUS. & COM. CODE § 17.46(b)(24).

34. Defendants, as alleged and detailed herein, violated the DTPA by (i) soliciting clients in violation §302.101, §302.303 of the Texas Business and Commerce Code, Regulation of Telephone Solicitation, and (ii) by conducting debt collection activities without posting a bond in violation of §392.101, §392.404 of the Texas Finance Code.

XI. VIOLATIONS OF CHAPTER 302 OF THE TEXAS BUSINESS AND COMMERCE CODE (TELEPHONE SOLICITATION REGULATION)

35. The State incorporates and adopts by reference the allegations contained in each and every preceding paragraph of this petition.

36. Defendants have violated and will continue to violate Texas Bus. & Com. Code § 302.101, *et seq.*, by making telephone solicitations while located in this State or to a purchaser located in this State without obtaining a registration certificate for the business location from which the telephone solicitations are made.

XII. VIOLATIONS OF THE TEXAS DEBT COLLECTION ACT

37. The State incorporates and adopts by reference the allegations contained in each and every preceding paragraph of this petition.

38. Defendant Monterey Financial Services, on information and belief, is a third party debt collector which has engaged in debt collection activities in the State of Texas for payments under the dating service agreements illegally obtained by Matchmaker Defendants without filing a bond in violation of Tex. Fin. Code §392.101.

XIII. REQUEST TO CONDUCT EXPEDITED DISCOVERY PRIOR TO TEMPORARY INJUNCTION HEARING

39. Plaintiff requests leave of this Court to conduct telephonic, oral, written and other

depositions of witnesses and parties prior to any scheduled Temporary Injunction Hearing and prior to Defendant's answer date. There are a number of victims and other witnesses who may need to be deposed prior to any scheduled injunction hearing. Any depositions, telephonic or otherwise, would be conducted with reasonable, shortened notice to Defendants and their attorneys, if known. Plaintiff further requests that Defendants be ordered to produce documents as set forth in the Plaintiff's proposed Temporary Restraining Order on or before the dates and times set forth therein.

XIV. DISGORGEMENT/RESCISSION

40. Defendants' assets are subject to the equitable remedy of disgorgement, which is the court-ordered relinquishment of all benefits that would be unjust for Defendant to retain, including all ill-gotten gains and benefits or profits that result from Defendants' violations of Texas law. Defendant should be ordered to disgorge all illegally obtained monies from consumers, together with all of the proceeds, profits, income, interest and accessions thereto. Such disgorgement should be for the benefit of victimized consumers and the State of Texas.

41. All dating service contracts obtained by Defendants in violation of the DTPA and Chapter 302 of the Texas Business and Commerce Code or otherwise obtained from Texas consumers in violation of Texas law by Defendants should be rescinded by order of this Court; all ill-gotten gains, benefits or profits that Defendants have obtained from such contracts should be returned to the State of Texas and consumers; all debt collection efforts of any kind by Defendants with respect to these dating service contracts ceased, including any negative credit reporting; and all negative credit reports by Defendants to any credit reporting agencies should be ordered to be retracted by Defendants.

XV. TRIAL BY JURY

42. Plaintiff herein requests a jury trial and tenders the jury fee to the Harris County District Clerk's office pursuant to TEX. R. CIV. P. 216 and TEX. GOVT. CODE § 51.604.

XVI. RULE 194 REQUEST FOR DISCLOSURE

43. Pursuant to Texas Rule of Civil Procedure 194, the State requests that Defendants disclose, within 50 days of this petition, the information or material described in Rule 194.2.

XVII. NECESSITY OF IMMEDIATE RELIEF

44. Pursuant to TEX. BUS. & COM. CODE §17.47, Plaintiff requests immediate relief by way of a Temporary Restraining Order and Temporary Injunction, as set forth in the Prayer. Under TEX. BUS. & COM. CODE §17.47, the State is entitled to a Temporary Restraining Order “[w]henver the consumer protection division has reason to believe that any person is engaging in, has engaged in, or is about to engage in any act or practice declared to be unlawful by this subchapter, and that proceedings would be in the public interest.” § 17.47(a).

45. Despite media attention, Defendants continues to engage in the deceptive and fraudulent business practices described herein. Immediate injunctive relief by way of Temporary Restraining Order and Temporary Injunction is therefore necessary to prevent continuing harm prior to final trial.

46. In addition to restraining Defendants' conduct to prevent future illegal acts and continuing harm to consumers, Plaintiff requests immediate relief to preserve and protect the illegally obtained monies that have been paid to Defendants. In light of the seriousness of the illegal conduct described herein, the multiple entities in which Defendants have operated and the frequency with which Defendants change locations and names of the dating service businesses in which they engage, Defendants are likely to waste or secrete the funds prior to final trial to avoid

repaying the funds to the State and consumers. (Ex. 2, Sheppard Aff. §11; Ex. 1, Acosta Aff. §3).

47. For these reasons, the assets of Defendants are subject to dissipation and secretion and therefore should be frozen pending final trial so restitution can be made and full and final relief can be awarded at final trial. Plaintiff requests that the Court exercise its authority and grant the injunctive relief necessary to prevent additional harm to the Defendants' victims as well as further violation of the DTPA, Regulation of Telephone Solicitation, and Texas Debt Collection Act. TEX. BUS. & COM. CODE §17.47(c); TEX. BUS. & COM. CODE §302.101; TEX. FIN. CODE §392.101.

48. Pursuant to TEX. BUS. & COM. CODE §17.47(b), Plaintiff requests that Temporary Restraining Order be issued *without prior notice* to Defendants to prevent wasting or secretion of the funds fraudulently obtained by Defendants.

XVIII. PRAYER

49. Because Defendants have engaged, will continue to engage, or are about to engage in the unlawful acts and practices described above, the State believes that proceedings against the Defendants are in the public interest. Unless restrained and enjoined by this Honorable Court, Defendants will continue to violate the laws of the STATE OF TEXAS and cause harm to the State of Texas and to the general public.

50. Therefore, Plaintiff requests a Temporary Restraining Order, Temporary Injunction and Permanent Injunction as indicated below. TEX. BUS. & COM. CODE § 17.47. Pursuant to DTPA § 17.47(b), the Court may issue temporary restraining orders, temporary injunctions, and permanent injunctions to prevent continuing violations of the DTPA. The Court shall issue such injunctive relief without requiring a bond. DTPA § 17.47(b).

51. Plaintiff prays that the Court, after trial, find that Defendants deceived consumers, misrepresented itself and received money from consumers under fraudulent and false pretenses.

52. Plaintiff prays that its EX PARTE TEMPORARY RESTRAINING ORDER be granted; that immediately thereafter Defendants be cited according to law to appear and answer herein; that pursuant to DTPA § 17.47, after notice and hearing, a TEMPORARY INJUNCTION be issued; and upon final hearing a PERMANENT INJUNCTION be issued, restraining and enjoining Defendants (including any business entities established by Defendants), its officers, agents, servants, employees and attorneys and any other person in active concert or participation with Defendants, from engaging in the following acts or practices:

A. Transferring, concealing, destroying, or removing from the jurisdiction of this Court any books, records, documents, or other written or computer generated materials relating to the business of Defendants currently or hereafter in Defendants' possession, custody or control except in response to further orders or subpoenas in this cause;

B. Transferring, withdrawing, liquidating, spending, concealing, encumbering, removing, dissipating, distributing, assigning, granting a lien or security interest in, or otherwise disposing of any funds, real or personal property, accounts, contracts, shares of stock, or other assets, or any interest therein, wherever located, that are

i) owned, controlled, or held by, in whole or in part, for the benefit of, or subject to access by, or belonging to any of the Matchmaker Defendants, including but not limited to, any accounts to which any Matchmaker Defendant has signatory authority and any accounts in which Defendant Monterey Financial owns any interest granted by any Matchmaker Defendants or their affiliates;

ii) in the actual or constructive possession of any Matchmaker Defendant; or

iii) in the actual or constructive possession of, or owned, controlled, or held by, or subject to access by, or belonging to, any other corporation, partnership, trust, or any other entity directly or indirectly owned, managed, or controlled by, or under common control of, any Matchmaker Defendant;

C. Allowing the transfer or withdrawal of funds or other assets that are

i) owned, controlled, or held by, in whole or in part, for the benefit of, or subject to access by, or belonging to any Matchmaker Defendant, including but not limited to, any accounts to which any Defendant has signatory authority and any accounts in which Defendant Monterey Financial owns any interest granted by any Matchmaker Defendants or their affiliates;

ii) in the actual or constructive possession of any Matchmaker Defendant; or

iii) in the actual or constructive possession of, or owned, controlled, or held by, or subject to access by, or belonging to, any other corporation, partnership, trust, or any other entity directly or indirectly owned, managed, or controlled by, or under common control of, any Matchmaker Defendant;

D. Opening or causing to be opened any safe deposit boxes, commercial mail boxes, or storage facilities titled in the name of Defendants or subject to access, ownership or control by Defendants, without providing Plaintiff and the Court prior notice by motion seeking such access;

E. Failing to provide to Plaintiff within 3 business days after actual notice of the Temporary Restraining Order by personal service or otherwise a full and complete description of Matchmaker Defendants' assets and their location and all interests in any of Matchmaker Defendants' assets.

F. Advertising via print, billboard, internet, social media, or through any other means any services related to providing dating services or social introductions to consumers without further order of this Court;

G. Offering for sale, or otherwise soliciting consumers to purchase membership agreements for services related to social introductions until further order of the Court;

H. Soliciting consumers through telephone calls, emails, social media, or other means to offer Defendants' services until further order of this Court;

I. Failing to honor any requests by consumers (before and after this Court's order) to cancel their membership agreements with Defendants without further obligation and failing to cease any and all collection efforts, including but not limited to debiting consumer bank accounts and submitting negative credit reporting to any credit reporting agencies with respect to any consumers who are in default of their membership agreements, until further order of this Court.

53. Plaintiff further prays that Defendant be ordered to notify all agents and assignees, including but not limited to Monterey Financial Services, Inc., to cease debiting or collecting monies from former and current clients' banking or checking accounts and to cease any and all collection efforts and credit reporting until further order of this Court.

54. Plaintiff prays that Defendants be ordered to produce (i) the contact information for all consumers Defendants solicited for dating services and, in addition, (ii) Plaintiff respectfully prays that this Court will:

- a. Order Defendant to pay civil penalties not to exceed \$20,000.00 per violation to the State of Texas for each violation of the DTPA;
- b. Order Defendant to pay civil penalties in an amount up to \$250,000.00 as allowed by law under the DTPA, for acts or practices that were calculated to acquire or

deprive money or other property from consumers who were 65 years of age or older when the act or practice occurred;

55. Order the disgorgement of Defendant's assets, as provided by law, and rescission of dating service membership agreements illegally obtained;

56. Order Defendant to restore all money or other property taken from identifiable persons by means of unlawful acts or practices, or in the alternative award judgment for damages to compensate for such losses;

57. Order Defendant to pay pre-judgment and post-judgment interest on all awards of restitution, damages or civil penalties, as provided by law; and

58. Order Defendant to pay all costs of Court, costs of investigation, and reasonable attorneys' fees pursuant to TEX. GOVT. CODE § 402.006(c) and TEX. BUS. & COM. CODE §521.151(f).

59. Plaintiff further prays for such other relief to which Plaintiff STATE OF TEXAS may be justly entitled.

Respectfully submitted,

THE STATE OF TEXAS:

GREG ABBOTT
Attorney General of Texas

DANIEL T. HODGE
First Assistant Attorney General

JOHN SCOTT
Deputy Attorney General for
Civil Litigation

TOMMY PRUD'HOMME

Chief, Consumer Protection Division



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ATTORNEYS FOR PLAINTIFF

VERIFICATION

In support of the foregoing Original Verified Petition and Application for *Ex Parte* Temporary Restraining Order, Temporary Injunction and Permanent Injunction, attached are the following affidavits and exhibits, which are hereby incorporated by reference:

Exhibit

1. Affidavit of Charlene Acosta (Ex. 1)
2. Affidavit of Jay Sheppard (Ex. 2)
3. Affidavit of Albert Geisendorff (Ex. 3)
4. Affidavit of Carolyn Phelps (Ex. 4)
5. Affidavit of Patsy Thomas (Ex. 5)
6. Affidavit of Sharon Hubbard (Ex. 6)

7. Affidavit of Barbara Rowley (Ex. 7)
8. News Article: THE EXAMINER, “*Dating Scam, Matchmaker service cons elderly, disabled out of thousands*”, May 9-15, 2013 (Ex. 8)

STATE OF TEXAS
COUNTY OF HARRIS

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AFFIDAVIT

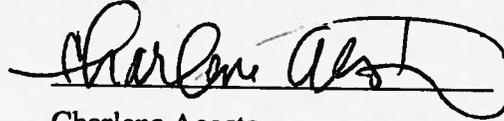
Before me, the undersigned notary, on this day personally appeared Charlene Acosta, the affiant, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

1. My name is Charlene Acosta. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I am an Investigator with the Consumer Protection Division of the Office of Attorney General for the State of Texas in Houston, Texas. My duties include assisting the Division attorneys with investigations of potential defendants, conducting background searches, reviewing complaints, business records and property records.
3. I conducted several searches to identify the locations of the businesses. Based on my investigation, I determined that Javier Luna operated Matchmaker Matchmaker Interstate 10 S., Suite 201, Beaumont, TX 77707 ; Two of Us 2100 W. Loop S., Suite 450, Houston, TX 77072; Together Dating Service 2100 W. Loop S., Suite 1150, Houston, TX 77027, and various other dating services in both the Houston and Beaumont areas.
4. As part of my regular duties I reviewed all 92 Attorney General complaints and 68 Better Business Bureau complaints against Matchmaker and other dating services associated with Mr. Luna. In reviewing the complaints, I found that many of the consumers were senior citizens, disabled, and some were veterans. Consumers complained that they were subjected to long, high pressure sales pitches and promised things by Matchmaker employees that turned out to be untrue. Once the consumers discovered that their contracts did not reflect the



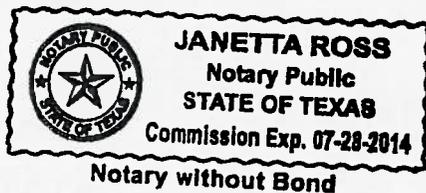
services they were promised and tried to cancel the contract, Matchmaker did not return calls and refused refunds no matter what timeframe the consumer had attempted to cancel. A number of consumers were dissatisfied with the matches that they received and felt that services were not provided as advertised. Numerous consumers complained that they received unsolicited, unwanted and sometimes harassing telephone calls from the Defendants and could not get them to stop.

5. During the course of my investigation, I conducted a search through the Secretary of State website and found that Matchmaker Matchmaker is not a registered telemarketer under Tex. Bus. & Comm. Code § 302.101. In a separate search, I found that Monterey Financial is not registered or bonded under the Tex. Fin. Code § 392.
6. Based upon my review of records obtained by the State from the Texas Secretary of State, Javier Luna aka Harvey Luna, is listed as an officer, director, or member of Together Dating, Two of Us, Matchmaker Matchmaker, and Sagejax Inc.



Charlene Acosta

~~SUBSCRIBED AND SWORN TO~~ BEFORE ME on this 9th day of July, 2013, to certify which witness my hand and official seal.



Janetta Ross
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires: 7-28-14

STATE OF TEXAS
COUNTY OF JEFFERSON

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AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared Jay Sheppard, the affiant, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

1. My name is Jay Sheppard. I am over eighteen years of age, of sound mind, and I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I am employed at the Better Business Bureau in South East Texas, Beaumont regional office ("BBB") and work at the 550 Fannin St., Ste. 100, Beaumont, TX 77701 location.
3. My title at the BBB is Dispute Resolution Director and my responsibilities generally include supervising all aspects of the dispute resolution department ("DR") ensuring responsiveness in order to maintain public trust. I have access to and regularly review consumer complaint files at the BBB. I also participate in, and conduct business reviews and mediations of consumer complaints. I provide continuous assistance for consumers and businesses in need of conflict resolution. I implement BBB investigations and I work with various state agencies and other organizations in order to properly report violations, stay informed of government actions, and participate in continuing education programs regarding changing regulatory requirements. I research and acquire information from outside resources to best service public assistance requests. I train and collaborate with the Dispute Resolution Team in implementing effective procedures.
4. The BBB in Beaumont, TX is a regional office that works independently from other regional offices. Our office in Beaumont started receiving complaints on Matchmaker Matchmaker ("Matchmaker") in January 2013. At this time, the

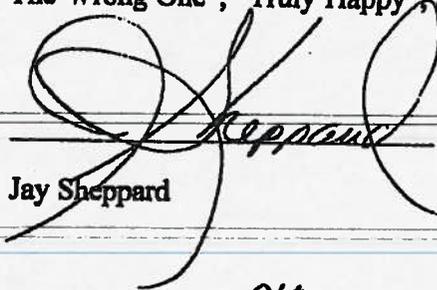


BBB has received six complaints against Matchmaker. Consumers complain they felt pressured into signing a written agreement for dating services and were misled regarding prices. Only after signing did the consumers realize the contract included fees up to \$10,000. Consumers complain that Matchmaker services were misrepresented and not consistent with the verbal sales presentation.

5. In my capacity as the Dispute Resolution Director I sent Harvey Luna ("Luna"), a principal owner of Matchmaker, a letter on May 8, 2013 asking for a meeting regarding the BBB's concerns about the pattern of complaints that had been filed against Matchmaker. Luna agreed to meet with BBB CEO, John Paschall and me at the BBB offices on May 23, 2013 at 8:30a.m.
6. At the May 23rd meeting, Luna met with Mr. Paschall and myself at the BBB regional office to discuss the complaints submitted to the BBB. The Matchmaker Membership Agreement (attached as Ex. 1) requires Matchmaker's customers to submit to binding arbitration – provided for at no cost by the BBB – for all claims, controversies, complaints, and causes of action. Matchmaker is in no way endorsed, accredited, or affiliated with the BBB and is not authorized by the BBB to offer such services to consumers. When Harvey was asked about the arbitration clause in the Matchmaker Agreement he apologized and stated that it would be removed.
- ~~7. Luna stated he gets his leads for potential Matchmaker members from other websites that seniors are visiting. Luna stated that 80% of his leads are from "Instinct Marketing" websites for which Harvey Luna pays \$30 a lead.~~
8. Luna mentioned that Matchmaker dating services could be purchased through an up front payment, or if the consumer qualifies, the transaction can be financed through a company called Monterey Financial ("Monterey").
9. Luna mentioned that he wanted to become a BBB member, and that he wanted to clear his company from the complaints. Luna was given instructions on how

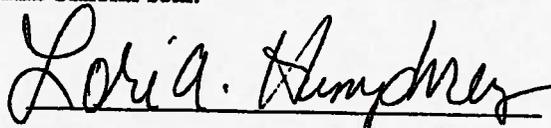
to proceed in addressing the complaint pattern. Luna agreed to: (1) create a price list of introduction packages that is given to customers at the point of sale; (2) end the practice of using financial qualifier forms (requiring applicants to submit banking /credit card information, income, etc.) when signing up new customers; and (3) remove the BBB arbitration clause from his application. At the time, Luna agreed to each of these items. However, to date, Luna has not provided the information regarding the items to the BBB and it is our understanding Matchmaker continues to conduct business as usual.

10. After a consumer refused to respond to Luna's calls, he contacted the consumer's friend. Luna indicated in text messages to the friend that disputing credit card charges warrants membership cancellation without refund due to misconduct.
11. SAGEJAX INC DBA MATCHMAKER MATCHMAKER is printed on their Membership Agreement. As evidenced by yard sign advertising Matchmaker is also known as Southeast Texas Singles. Other dating service companies that Luna has been linked to include "2 of a Kind", "Together Dating Service, Inc.", "The Right One Dating Service", "The Wrong One", "Truly Happy", and "Two of US Dating".


Jay Sheppard

SUBSCRIBED AND SWORN TO BEFORE ME on this 9th day of July, 2013, to certify which witness my hand and official seal.





NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

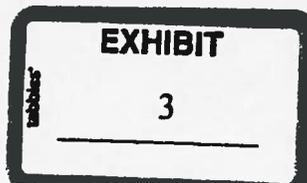
My Commission Expires: 1-30-16

STATE OF TEXAS §
 §
COUNTY OF CHAMBERS §

AFFIDAVIT

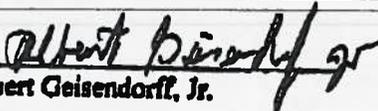
Before me, the undersigned notary, on this day personally appeared Albert Geisendorff, Jr., the affiant, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

1. My name is Albert Geisendorff, Jr. I am of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and true and correct.
2. I am 62 years old and was born on November 1, 1950. I reside at 625 Evans St, Winnie, TX 77665-9796.
3. In October 2012, I saw signs on car windows, and signs placed in the ground around Winnie, TX advertising Matchmaker Matchmaker ("Matchmaker") dating services. I called the number on the sign and I made an appointment with Harvey Luna who invited me to his office located at 1846 I-10 South Suite 201, Beaumont, TX 77706.
4. ~~Once I arrived I was given a stack of papers, which took me an hour to complete. A young woman that worked for Harvey talked to me for about an hour. She told me that women are charged more for Matchmaker dating services, and then she handed me a price list written in pen. The prices ranged from \$3,100-\$3,700.~~
5. I told the young woman that I was on a fixed income and that I could not afford Matchmaker dating services. I tried to leave the Matchmaker office three different times, but Harvey would get between me and the door not allowing me to leave. Harvey Luna would say that I need Matchmaker services, and that he and I could arrange something. Harvey Luna also talked about pastor Joel Olsteen and how Joel wanted me to have a woman. Harvey also told me that



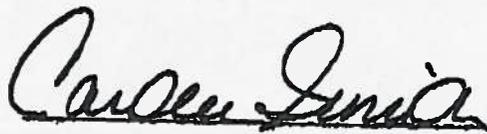
women usually pay for the men's membership fees once the couple starts dating. I have anxiety badly, and I break down under pressure. I eventually gave them my debit card number and signed the papers so I could leave. My credit card was charged twice at \$200 each time for a total of \$400.

6. I did not completely understand what I had agreed to, and when I called Matchmaker about the contract I was told that I was obligated to make monthly installments of \$178.34 for the next eighteen months. I was also told the background check costs \$600 and that I needed to make an immediate payment of \$200 before Matchmaker would consider canceling my contract.
7. In November 2012, I called Matchmaker to cancel my membership again, and I was told by a young woman that if I paid \$2,000 before Christmas I could get out of the contract, and that Matchmaker would call it even.
8. In January 2013, I went to the Better Business Bureau and filed a complaint. Harvey Luna's secretary called me shortly after the complaint was filed asking for payment and threatening to turn my account over to collection agencies.
9. I have not made any further payments, nor have I received anything from collection agencies.


Albert Geisendorf, Jr.

SUBSCRIBED AND SWORN TO BEFORE ME on this 12 day of June,
2013, to certify which witness my hand and official seal.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My Commission Expires: 12-1-13

STATE OF TEXAS

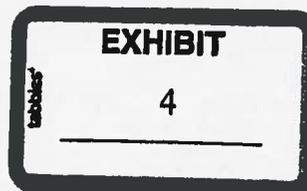
COUNTY OF Orange

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AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared Carolyn Phelps, the affiant, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

1. My name is Carolyn Phelps. I am of sound mind, and I am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I am 76 years old and I was born on November 29, 1936. I reside at 3767 Victory Cir. Orange, TX 77630-8380.
3. I was first introduced to Matchmaker Matchmaker ("Matchmaker") through their employee Londie after a friend of mine (Janice Ustanoff) and I agreed to meet at McDonalds to discuss Matchmaker dating services (Janice first met Londie while waiting in a hospital waiting area). On April 5, 2013 Janice and I met with Londie and agreed to visit Matchmaker's office (located at 1846 I-10 South Suite 201, Beaumont, TX 77706) once Londie could schedule an appointment. Later that afternoon Janice and I received a phone call from Londie about the scheduled appointment and we arrived at the Matchmaker office approximately 2:30 in the afternoon. Upon arrival we met with another woman who was an employee of Harvey Luna (owner of Matchmaker).
4. When we arrived at the Matchmaker office, a young woman brought many papers one at a time for Janice and I to complete, including compatibility and background questionnaires, as well as financial questionnaires asking for credit card information and account balances. My friend became suspicious of the process and advised me not to complete the financial questionnaires. At this point, Harvey Luna came out of a backroom, put his finger in Janice's face, and called her a troublemaker. He then asked Janice to leave, which she did.



5. During the meeting I was assured that Matchmaker was the safest dating service and that background checks were completed for every member. Harvey stated that men are charged more than women. Harvey also stated that if I paid the Matchmaker fees with a credit card, men would usually pay it off once the couple began dating.
6. I was at the Matchmaker office for many hours, and although it was afternoon when I arrived, it was dark by the time I left the Matchmaker office. Although prices and dating service charges were never discussed, I gave a Matchmaker employee my credit card. While Matchmaker's employee was charging my card, Harvey got on the floor and begged on one knee for my membership. The receipt was folded with some of the other Matchmaker papers and handed to me. It was not until after I had returned home that I realized my credit card was charged \$6,495.
7. I was told that I would receive my first introduction by Tuesday (April 9, 2013) of the following week. However, my only introduction came on April 30 via email. At that time I called Harvey and told him not to send anymore introductions, not to call me ever again, and that I was no longer a member of Matchmaker. Shortly after Harvey began calling and harassing my friend Janice Ustanoff.

Carolyn Phelps
Carolyn Phelps

SUBSCRIBED AND SWORN TO BEFORE ME on this 8th day of May,
2013, to certify which witness my hand and official seal.



Judy Zampini
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires: 03-24-16

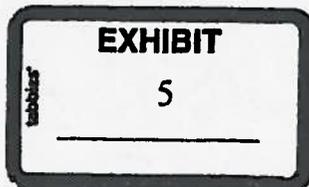
STATE OF TEXAS
COUNTY OF Hardin

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AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared Patsy Thomas, the affiant, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

1. My name is Patsy Thomas. I am of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and true and correct.
2. I am 72 years old and I was born on May 23, 1941. I reside at 115 Cardinal Dr. Lumberton, TX 77657.
3. I received a phone call on February 13, 2013 and saw Matchmaker Matchmaker ("Matchmaker") on my caller ID, but I did not answer the phone because I was unfamiliar with Matchmaker. I received a second phone call from Matchmaker on February 14, 2013 and decided to answer the phone. I was never told how they got my information. However, I believe they may have obtained my number through ~~"Christian Singles" a dating website that I recently joined.~~ A female from Matchmaker called and setup an appointment for me at the Matchmaker office.
4. On the day of the appointment a Matchmaker employee called me and said to be sure to bring my checkbook, debit card, and driver's license.
5. The woman that called my house to setup the appointment was an older lady; however my dating counselor was a younger lady. I was at the Matchmaker office for 3-4 hours. During this time the young lady asked me questions and provided numerous forms for me to complete. The young lady assured me that my perfect match had come into the office earlier that day and that he had a boat and loved to fish. The young lady was very persuasive and even cried when I



told her my personal story. Believing what the young lady told me I signed the contract and the credit card receipt. The young lady took my picture and said that I would be receiving a packet in the mail soon with introduction information. I was then allowed to leave.

6. I went home that night and began searching Matchmaker on the internet. After I started to read about the many people that had been scammed I called my bank to cancel the transaction at approximately 3AM.
7. The bank allowed me to dispute the transaction, but Matchmaker eventually won the dispute. I was told the bank must honor the transaction with Matchmaker because I did not file a police report. Therefore I closed my account.
8. Although Matchmaker claims to have sent me an introduction, they have never sent me any information. Matchmaker tried to call me on numerous occasions, but I have refused to answer their phone calls because I am scared. Matchmaker has all of my personal information.

Patsy Thomas
Patsy Thomas

SUBSCRIBED AND SWORN TO BEFORE ME on this 14 day of June,
2013, to certify which witness my hand and official seal.



Jennifer Walters
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires: 8-15-2015

STATE OF TEXAS

COUNTY OF

Jefferson §
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AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared Sharon Hubbard, the affiant, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

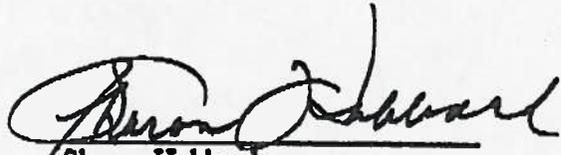
1. My name is Sharon Hubbard. I am of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and true and correct.
2. I am 71 years old and I was born on October 1, 1941. I reside at 6840 Tallow Dr. Beaumont, TX 77713.
3. In February 2013, Matchmaker Matchmaker ("Matchmaker") employee Londie Matchmaker called me soliciting dating services. Londie told me Matchmaker obtained my information from an online dating website called Ourtime.com that I had previously joined. Londie told me there were 1,000 men in the Matchmaker system wanting to date local Beaumont women. At that time, I declined to purchase dating services from Londie, who then told me that I could expect a phone call from Matchmaker owner Harvey Luna.
4. In March 2013, around 8PM on a Saturday night, I received a phone call from Harvey Luna. I told Harvey that I had surgery as a result of breast cancer just two days prior, and that I was taking Vicodin for pain which made me lightheaded. During this conversation, I agreed to go to the Matchmaker office (located at 1846 I-10 South Suite 201, Beaumont, TX 77706) the next day to discuss a Matchmaker membership.
5. When I arrived at the Matchmaker office I met with their employee Helen, who again told me Matchmaker had at least a 1000 wealthy men between Louisiana and Houston willing to date local Beaumont women. I told Helen that I had

EXHIBIT

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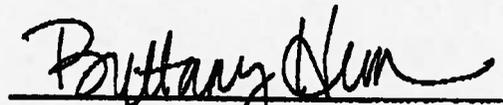
surgery a few days prior, and that I was still taking Vicodin. There was a lot of pressure from Helen to join Matchmaker, and she continued to lower the membership price from \$9,000 to eventually \$3,795. I told Helen numerous times that I did not have enough money for Matchmaker dating services so Helen called my bank in an attempt to verify how much money was in my account. After four hours of hard sales pressure, I gave Helen \$100 cash and three bank drafts worth \$300 each.

6. Two days later I called Matchmaker to cancel the contract, but I was told by Helen that I would be held to the contract. Although I successfully canceled two of the \$300 payments, my bank honored a \$300 bank draft after Harvey Luna submitted a copy of the agreement in response to the stop payment I filed. As a result, I was forced to close my bank account and cancel my debit card.
7. Later I received a collection letter from Monterey Financial Corp, CA, stating that I was delinquent in an obligation to pay Matchmaker a monthly installment of \$210 for 18 months. I was unaware of any obligation to Monterey Financial Corp. and I never agreed to any installment payments. I also want to note my initial payment of \$400 and the monthly installment payments in total exceed the stated contract price.
8. I have spoken to Harvey Luna once more over the phone since this ordeal began. ~~Harvey told me that he would ruin me, take my tax return, my house, and run my credit score to 300.~~
9. I have complained to the Better Business Bureau, the Beaumont Police, and the Texas Office of Attorney General.


Sharon Hubbard

SUBSCRIBED AND SWORN TO BEFORE ME on this 13 day of June
2013, to certify which witness my hand and official seal.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires: July 9, 2014

STATE OF TEXAS

COUNTY OF

Jefferson

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AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared Barbara Rowley, the affiant, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

1. My name is Barbara Rowley. I am over 18 years of age, of sound mind, and capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.

2. I was born on September 25, 1947. I am sixty-five years old. I reside at 1585 Westbury Rd., Beaumont, TX 77713.

3. My sister saw a sign for Matchmaker Matchmaker ("Matchmaker") and we both decided to make an appointment. I did not go to the appointment. Shortly after, a man named Harvey Luna from Matchmaker started calling me. He called many times and tried to persuade me to join his dating service. He told me that he had a private investigator for background checks on every client and that they would all be evaluated psychiatrically. He said that he had good clients and that there was nothing to worry about. After many phone calls, I finally went down to his office.

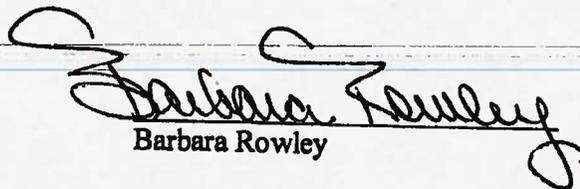
4. On Saturday, April 6, 2013, I spent three hours with Harvey Luna in a very high pressured situation. He knew that I had been unmarried for nine years, and he played on that. He would tell me that I needed someone in my life where I would not be a burden to someone, like my son. Every time I wanted to leave, he would walk around the desk to where I was sitting and hard sell his company to me. I felt very nervous with him.

5. At 5pm, all of the other employees left and Harvey and I were alone.

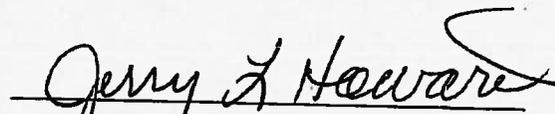


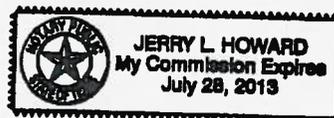
He kept me for another hour. He asked me if I was a Christian woman, and I told him that I was and the name of the church that I attend. He then proceeded to explain to me that God wanted someone in my life. He said that he went to Joel Osteen's church, and that Joel Osteen would tell me that we were "meant to go two by two"

6. When he quoted the price of Matchmaker, I told him that there was no way that I could afford it. He put his hands on my wrists and told me that he would not let me leave until I signed up for his program. I felt very nervous alone with that man, and I would have done anything to get out of that situation. He wore me down so much that I was basically a basketcase towards the end of it.
7. He took my credit card and said that he would give me a price that I could afford. I was shocked when he returned and had charged me \$3,975 all at once. I had told him that I was on social security and disability and that I only received around \$750/ month, which is stretching it. I signed his contract not fully understanding what it entailed. He did not give me much time to read it, and I wanted to get out of his office and his presence as soon as possible.
8. I was upset and stressed out after three hours, and I felt like I was under duress. I knew that I could not afford what he had charged me. I called my credit card company the following Monday, April 17, 2013 to ask them to stop payment on the transaction.


Barbara Rowley

SUBSCRIBED AND SWORN TO BEFORE ME on this 15 day of June
2013, to certify which witness my hand and official seal.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

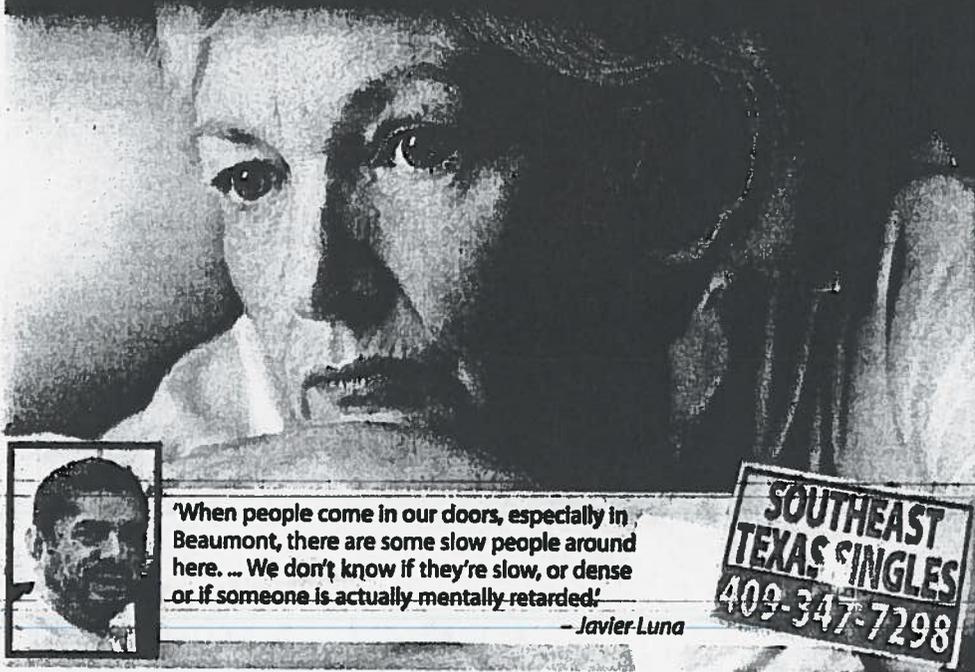


My Commission Expires: 7/28/13

THE EXAMINER

The Independent Voice of Southeast Texas

Dating scam



'When people come in our doors, especially in Beaumont, there are some slow people around here. ... We don't know if they're slow, or dense or if someone is actually mentally retarded.'

- Javier Luna

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Matchmaker service cons elderly, disabled out of thousands

Page 4 A

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8

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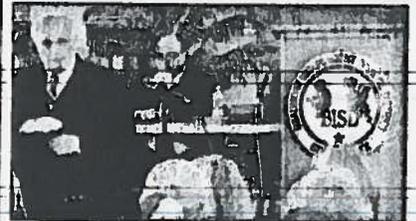
EXCELLENCE IN EDUCATION



Beaumont Foundation honors area educators

Page 7 A

BEAUMONT ISD



New map presented

Page 9 A



Matchmaker, please give my money back

Dating service provides little more than frustration to clients

By Clay Thorp
Staff Writer

When Wesley Seelke, a 33-year-old mentally challenged Nederland man, walked into Matchmaker Matchmaker, he couldn't have realized his dream of finding the love of his life would lead nowhere.

Matchmaker Matchmaker, a new dating service nestled in an industrial park on Interstate 10, has been making waves since its opening in July 2012. Red and white signs with "Southeast Texas Singles" have popped up across Beaumont and the surrounding area. But prospective and former employees at the new dating service said they were tired and disgusted with what they viewed as unethical business practices from the owner, Harvey Luna, who they said verbally abused clients, especially when it came to money. Luna charges as much as \$10,000 for 24 "references" wherein Luna texts or e-mails clients the phone number of a prospective date. Many of Luna's clients interviewed by The Examiner said dates were rare and those paired with Harvey's "match" were scarred or disgusted by the experience. Clients felt pressured and lied to, and many, most of whom were elderly, disabled women, spent up to six hours in a small room until they signed Luna's contract.

Former employees, clients speak out

Online complaints from former employees and clients are extensive. Luna was co-owner of a number of dating services in states across the country, and may have resulted to changing the service's name or moving to another city when complaints became too widespread.

Complaints go back as far as 2004 and connect Luna to dating services such as The Right One and Two of Us Dating in Pennsylvania, Truly Happy in New Jersey and Together Dating and 2 of a Kind in Houston, with each company opening and closing within a few years, sometimes sooner.

His new business in Beaumont might have a different name — Matchmaker Matchmaker was incorporated under SageJax Inc. in July 2012 using Harvey's real name, Javier Luna — but it seems Luna is utilizing some of the same high-pressure, unethical techniques to make clients cough up the cash.

According to numerous former employees — most of whom refused to be identified for fear of reprisal — Luna's enrollment was based on income. If he couldn't get thousands, Luna would lower the

price until a client agreed.

Naomie Guidry said she walked out of a training session for Matchmaker Matchmaker when she was required to memorize scripts with dubious percentages and data designed to enroll clients.

"I was in the training process of becoming what they call a 'female dating counselor,'" she said. "My official job duties would be pressuring these people when they come through the door and convincing them to sign a contract."

It seems Guidry got out at the right time. Months later, at least two other employees would leave citing Luna's verbal abuse and unethical business practices.

One former employee of Matchmaker Matchmaker who who asked that we identify her only as

"Kate" to prevent retaliation, said Luna verbally abused both

employees and clients, especially the latter, once it was clear they wouldn't enroll in Luna's service. The final straw for Kate was Luna's unethical treatment of three clients — a recently widowed elderly woman, a diabetic who begged to leave and Wesley Seelke, a mentally challenged man from Nederland — all who were kept in

Luna's office for up to six hours until they signed for a membership.

"I did not condone this," Kate said. "I did not think it was right."

The Examiner caught up with Wesley Seelke and his mother, Judy Seelke, who said her son is on partial Social Security disability for his mental disorder.

"He has a speech problem and he's mentally challenged," Judy said of her 33-year-old son.

Judy said she is her son's legal guardian and was shocked by the revelation that Luna had conned her son into a dating membership for which he has yet to see a single date.

"I didn't know people were actually that mean," she said.

According to Wesley's contract, Luna received some \$400 in cash on the day of Wesley's consultation in March. Wesley must also pay some \$213 a month for a total of about \$4,000 for the membership.

After seeing her son's contract, Judy said she understood how her son could be duped.

"He says yes to everything. He don't argue. He's always saying, 'yes,'" she said of her mentally challenged son. "If there's a problem he just agrees and says 'yes.' If someone calls, he'll say 'yes' but he

don't know what he's saying 'yes' to."

Although Wesley works part time at the Port Neches Independent School District as a janitor, she said the majority of Wesley's income is Social Security, which will go to Luna if Wesley is unable to break the contract.

Kate went on to say one of Luna's major selling points — his "extensive database of singles" — is a farce. She said having been open for less than a year, Luna's database of singles is not more than 250 people, compared to the thousands Luna claims to have.

"Something needs to be done," she said.

A 76-year-old recently widowed woman was also one of Luna's targets. In April, the woman, who asked that we identify her only as "Carrie," said Luna pressured her into signing a \$6,500 membership after almost six hours of high-pressure coercion.

"By that time I didn't even know what I was doing," she said. "I've never been that stressed out and confused in my life. I've never been pressured like that."

She and at least three other clients said Luna used references to God and preacher Joel Olsteen to convince them it was God's plan for them to have a thousand-dollar date.

"I guess I was just so depressed. He kept me there five hours or more. It was after dark before we got out of there. He never ever ever quoted a price," she said. "He came in in the last 10 minutes and asked for a credit card. He got on his knees and badgered and badgered, 'Joel Olsteen said this and Joel Olsteen said that,' until I didn't know where I was at."

Carrie said her only source of income is Social Security and a small retirement from her husband who died less than three years ago, adding Luna used this to his advantage.

"I was so vulnerable," she said.

A third client interviewed by The Examiner told the same story.

"He was relentless," said a 65-year-old disabled woman who we will identify here only as "Barb." "I mean, it was awful. He told me that he was gonna make sure that I signed the contract."

Luna kept Barb in a small room for hours until she signed a \$4,000 contract.

"I stayed with this man for three hours. He kept me in there," she said. "I was so confused, nervous, under duress that I couldn't hardly see straight. It was just intense."

Barb and others said they never saw a price or amount on their contracts until they got home.

"I want you to go ahead sign these papers," Barb said Luna instructed her. "You can trust me. I'll just tell you what they say." It was like I signed it just to get away."

Once Barb actually received a date, however, it was clear Luna had no interest in making the match of a lifetime.



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"The one time he sent me someone, he was kin to my ex-in-law," she said. "I mean, we had the same last name! Someone kin to my ex-husband. He was a dog."

Luna's hustle didn't stop there.

Albert Geisendorff, a 63-year-old disabled veteran, said he was taken for some \$3,400. After almost four hours of interrogation, Geisendorff said he signed just to escape.

"He wouldn't tell me a price on anything until I had filled out all the paperwork and went through the interview, and then he came back after about three hours and laid that piece of paper showing \$3,400, and I said, 'Aww, no man. I ain't got that kind of money.'"

Joel Olsteen and Jesus were a familiar selling point for Geisendorff, he said.

"He'd get between me and the door and start talking about Joel Olsteen and asking if I was a Christian," he said. "When he started talking about that, I thought this was weird. I just signed the papers to get the hell outa there."

According to the BBB of Southeast Texas, Luna's Matchmaker Matchmaker had an F rating as of February 2013, based on one unanswered complaint. A call to Dispute Resolution director Jay Sheppard of the BBB revealed there have been at least two other complaints prompting Luna's rating to change as of Wednesday, May 8. In an e-mail, Sheppard said an alert has been posted on the Matchmaker Matchmaker BBB Business Review Report. Consumers in need of assistance regarding Matchmaker Matchmaker should contact the BBB at www.bbb.org/southeast-texas/business-reviews/dating-service/matchmaker-matchmaker-in-beaumont-tx-90054961.

"Consumers in need of See MATCH on page 12 A

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COMMENTARY

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Love at a price

Everything has its price, but \$10,000 for a chance at a date is taking advantage of people desperately looking for companionship.

And what comes with the exorbitant price tag? Disappointment and humiliation, if you ask the clients of Javier Luna's Matchmaker Matchmaker dating service. Not only does Luna use his high pressure tactics on elderly and disabled love-seekers to coerce them into using his services, but he also uses whatever means necessary to con his victims into signing contracts that allow the "Matchmaker" to pilfer thousands of dollars very few of the prospective clients can afford. Confusion and anxiety are Luna's frontline offense when dealing with his clients, but he isn't afraid of invoking the Word of God (or at least God's messenger) and flat-out lies to seal the deal.

And no one is safe from Luna's sales pitch. Mentally ill? No problem — sign the contract. Sex offender? No one will check — sign the contract. From Mars? Whatever. You got a credit card, right?

Luna has been doing it for years. Failed enterprises all over the U.S. show a pattern of deceptive and immoral business dealings by Luna. Each of those endeavors ended the same — with unhappy (and nearly broke) singles. Complaints from clients in the Beaumont area have resulted in Matchmaker garnering an "F" rating from the local Better Business Bureau, although the businessman seems unfazed by the bad publicity.

"That's just the nature of the beast," he insists. According to Luna, it isn't his fault that Beaumont is chock full of "slow people" who are hard to please. If we are slow in Southeast Texas, we haven't been too slow to catch on to the con perpetuated by Luna. And the slow people Luna refers to need love, too — but they have to pay dearly for the false hope of finding it with Luna's help.

Although Luna's clients have willingly given him their money in hopes of finding a match made in heaven, it's the hell of an empty bank account that they ultimately find. These clients would rather have their dignity, but getting their money back would be a reasonable compromise.

While these folks might have been looking for love in the wrong place, Luna shouldn't profit from the despair of others by ripping them off for their last dime, making promises too good to be true, and delivering nothing in return in the end. He admits that the majority of his clients are in a vulnerable position when they come to him for help — "recently widowed ... recently divorced ... recently out of a bad relationship ... emotionally damaged." But what these downtrodden don't realize is that, with a call to Matchmaker, their luck is about to get even worse.

If you see his signs, take them down or call the city and report them. If you have been victimized, call the Better Business Bureau and report it. If you feel you have been lied to or otherwise scammed out of your money, report it to the police.

Those who prey on the elderly and disabled are the scum of the earth and should be arrested and prosecuted, but that can only happen with the victims' cooperation and determination.

We can't drink oil

When I think about our current Texas governor, I'm reminded of the old saying that where the leaders have no vision, the people perish. It takes very little research to document that Rick Perry and his right wing followers are leading Texas on the wrong path.

In an era where it is clear to almost everyone the future of this state and this nation lies in hi-tech jobs, a well-educated workforce and a modernized, efficient infrastructure for our states, Texas is headed in the opposite direction. While Perry can travel the other states of the union boasting of low taxes and low regulation in this state, low taxes and low regulations are not helping the vast majority of Texas' citizens.

Perry's faulty leadership has led us down the wrong path more than once. If people will recall, he is the one who condemned a former corporate tax system and successfully advocated the current business tax. Perry opined it would produce even more money and be more palatable to small business in Texas. The then comptroller of the state, Carol Keaton Rylander, predicted the state would suffer about a \$5 billion loss each two-year period. Perry "poo-pooed" that idea and ignored the comptroller's prediction, saying that economic growth would more than make up the loss. Rylander was right, Perry was wrong, and now almost all small businesses are unhappy with the new tax system, which is not raising enough money to replace the corporate franchise tax that was repealed.

The stubbornness of our political leaders to cling to a "no new tax" pledge has led us to a situation where our elected officials in Austin will not even discuss modernizing our revenue system to respond to modern-day needs.

As a result, we are 49th of all of the states in the amount the state allocates per pupil for our public education system. We are deeply in debt, having borrowed money to try to balance our budget and maintain our roads and bridges throughout the state. We lead the nation in low-tech jobs, having more minimum-wage workers than any other state in the union. And now, purely for politics, our governor is posturing, demanding the Legislature find a way to refund \$1.2 billion to business interests in Texas.

Conservatives often compare our state government to a family and mistakenly avow that a family that loses income must simply tighten its belt. This metaphor does not resonate, and our state would be better compared to a family who had an ample savings account in the bank and let their children go hungry in order to maintain the status of their savings. Texas has a savings account called the Rainy Day Fund. It contains \$8 billion. Yet our leadership has slashed over \$5 billion from public education

and still searches for ways to take even more money from public education through charter schools or vouchers. Shortchanging our public education system will never lead us to a workforce prepared for the increasingly technical, high-paying jobs of the future.

Another potential disaster looming on the horizon has been brought about by conservatives who refuse, because of partisanship, to take a realistic look at the future needs of this state. Citizens and our leaders had best wake up to the fact that while we might be able to live without oil, we will not be able to live without water. There is no doubt our state is suffering from severe drought. State Rep. Allan Ritter and his staff have worked diligently for two sessions on a comprehensive water plan. For generations there has been waste of water and little or no state regulation or oversight. Ritter's plan has



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been considered reasonable by a vast majority in Austin. Unfortunately, the Legislature has not seen fit to provide funding to assure an adequate supply of water for the future. With billions in the Rainy Day Fund, the idea evolved to make a \$2 billion loan from that fund for various governmental entities around the state, which would be repaid. Objections were raised by the Tea Party advocates that the money should not be spent. Democrats objected because they had unsuccessfully advocated using this fund to restore draconian cuts in public education. As a result, the measure could not get a 2/3 vote necessary for passage. Ritter and others then attempted an end-run by providing a different mechanism of funding, but that was killed by a simple point of order.

A longstanding rule of the House provides that no spending bill can be adopted prior to the adoption of the general appropriations act. This is a reasonable and good rule in that nickel and dime projects pass before the general appropriations bill could rob the state of adequate funding to carry on essential government services. Additionally, if you allow small appropriations throughout the session, it will be difficult, if not impossible, for the comptroller of the state to predict the amount of money available to run the state.

The only consolation I see for the future is that if Republicans and Democrats truly get thirsty enough, they will put aside their political bickering and join in the search for something to drink.

Carl Parker has practiced law in Port Arthur since 1958. He is a 1958 graduate of the University of Texas School of Law. Elected to the Texas House of Representatives in 1982 and the Senate in 1976, Parker continued to practice law while writing and sponsoring hundreds of bills that became laws relating to every aspect of life in Texas, including many regarding consumer safety.