

1 David C. Parisi (SBN 162248)
 2 dcparsi@parisihavens.com
 3 Suzanne Havens Beckman (SBN 188814)
 4 shavens@parisihavens.com
 5 PARISI & HAVENS LLP
 6 100 Pine Street, Suite 1250
 7 San Francisco, CA 94111
 8 Telephone: (818) 990-1299
 9 Facsimile: (818) 501-7852

7 Grace E. Parasmolieberman (SBN 308993)
 8 gparasmolieberman@parasmoliebermanlaw.com
 9 Yitzchak H. Lieberman (SBN 277678)
 10 ylieberman@parasmoliebermanlaw.com
 11 PARASMO LIEBERMAN LAW
 12 7400 Hollywood Blvd, #505
 13 Los Angeles, CA 90046
 14 Telephone: (917) 657-6857
 15 Facsimile: (877) 501-3346

13 Attorneys for Plaintiffs Nick King, Jr.,
 14 Deena Fischer, and Elena Weinberger,
 15 individually, and on behalf of a class of
 16 similarly situated individuals

16 **IN THE UNITED STATES DISTRICT COURT**
 17 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

18 NICK KING, JR., DEENA FISCHER,
 19 ELENA WEINBERGER, Individually and
 20 on behalf of all others similarly situated,

Case No. 5:18-cv-06868-NC

Hon. Nathanael Cousins

21 Plaintiffs,

DECLARATION OF DEENA FISCHER

22 v.

23 BUMBLE TRADING, INC. AND
 24 BUMBLE HOLDING LTD.,

25 Defendants.
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 28

1 I, Deena Fischer, state and declare as follows:

2 1. I am over the age of 18 years. I am a named plaintiff in the lawsuit entitled *King,*
3 *et al. v. Bumble Trading, Inc., et al.*, No. 5:18-cv-06868-NC. I have personal knowledge of the
4 facts stated in this declaration, and if called as a witness, could and would testify competently to
5 the truth of the facts as stated herein.

6 2. I am an entrepreneur and owner of a real estate business. In October 2018, I
7 purchased a 6-month Bumble Boost subscription. After my purchase, I began to experience
8 technical issues with the Bumble app that prevented me from using the premium dating service
9 in a meaningful way. I informed Bumble of the technical issues, but Bumble did not fix them nor
10 did it respond to me with an actual human, nor offer a phone number to call. I made countless
11 attempts emailing Bumble's bots (the only option) to remedy the technical issues, during which
12 time I found out by Googling that numerous Bumble customers were having the same issues.
13 Consequently, I cancelled my subscription and demanded a full refund.

14 3. Bumble responded that "I'm sorry to hear that you would like to cancel your
15 purchase. According to the terms and conditions, which were presented on payment, any
16 purchases on the Bumble mobile application are non-refundable."

17 4. I then searched for and found my attorneys. I brought this case because I believed
18 that Bumble's business practices were fraudulent and unfair. I did this even though I knew that
19 being a class representative would be a substantial time commitment and would put my private
20 experience using a dating app on public display.

21 5. Despite having to meet the time demands of running my own business, I chose to
22 be a named plaintiff and a potential class representative and devoted significant time to this case.
23 I worked with my attorneys in the initial investigation by providing documents, answering all
24 questions they had, and I reviewed and approved drafts of all four complaints.

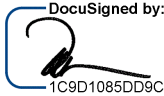
25 6. I have remained in regular contact with my attorneys from their initial
26 investigation of my case through the settlement approval process. I was involved in legal and
27 strategic decisions with my attorneys as to whether and how to proceed after my initial claims
28 under California law were dismissed. I participated in many lengthy phone calls with my

1 attorneys. I timely responded to numerous requests for information and I reviewed and signed
2 documents required of me. I worked with my attorneys to answer written discovery requests. I
3 also searched for relevant and responsive case documents and provided this information to my
4 attorneys. I made myself available to participate in the mediation and I stayed in close contact
5 with my attorneys throughout the case. I provided dates for my deposition and followed-up on
6 the case status.

7 7. Prior to the final settlement and during the negotiation process, I reviewed the
8 proposed settlement terms and contributed my thoughts to certain provisions. I believe the
9 settlement amount is substantial and the changed practices are meaningful and therefore
10 represent an excellent result for class members.

11 I declare under penalty of perjury under the laws of the United States that the foregoing is
12 true and correct.

13 Dated on 10/8/2020, at San Diego, California
14 (city)

15 DocuSigned by:
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18 Deena Fischer
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