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

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

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

20 Plaintiffs,

21 v.

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

24 Defendants.

Case No. 5:18-cv-06969-NC

Hon. Nathanael Cousins

DECLARATION OF NICK KING, JR.

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1 I, Nick King, Jr., 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 a civil engineer and a veteran of the armed forces. I purchased Bumble
7 Boost in September 2018. I believed that I was purchasing a one-week subscription for \$8.99
8 and did not expect to be charged again. But Bumble automatically renewed my subscription five
9 additional times. Upon learning what happened, I contacted Bumble and told the company that
10 what had transpired. Bumble responded that all purchases are non-refundable, as stated in
11 Bumble’s Terms and Conditions.

12 3. I was infuriated and wrote to Bumble that by “deliberately burying the terms, and
13 then making it unreasonably difficult to cancel the subscription, Bumble has deliberately chosen
14 to use predatory billing practices in order to take advantage of their users.” Despite my
15 complaint, Bumble refused to refund my recurring charges. After research about Bumble and its
16 refund and auto renewal practices, I found that my experience was not isolated. I found that
17 others had encountered the same problems that I had with Bumble. I then searched for and found
18 my attorneys, and, after consulting with them, I decided to sue Bumble and seek to be a class
19 representative on behalf of a class.

20 4. I expended time and energy in my role as an advocate for the class at the expense
21 of my work, and time with my family. I have remained in regular communication with my
22 attorneys, from their initial investigation of my case through the settlement approval process,
23 including exchanging emails, participating in lengthy phone calls, responding to numerous
24 requests for information, and reviewing and signing papers. I met with some of my attorneys in
25 person to prepare for a deposition, discuss the case, and to fully understand my responsibilities as
26 a class representative. I also worked with my attorneys to answer written discovery requests and
27 provided documents in my possession to aid my attorneys in the prosecution of the lawsuit. I
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1 searched for relevant case documents from all possible sources and provided this information to
2 my attorneys.

3 5. I made myself available to participate in the mediation by phone. I stayed in close
4 contact with my attorneys after the mediation to provide dates for my deposition and to follow-
5 up on the status of the mediation. Prior to the settlement agreement being reached by the parties,
6 I reviewed the terms and contributed my thoughts to the proposed injunctive relief provisions. I
7 approve of the proposed settlement because I believe it is a very good result and in the best
8 interests of the class.

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

11 Dated on 10/8/2020 at Phoenix, Arizona

12 DocuSigned by:
13 *Nick King, Jr.*
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15 Nick King, Jr.

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