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8
9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
11 SAN JOSE DIVISION

13 NICK KING, JR., DEENA FISCHER, and
14 ELENA WEINBERGER, Individually and on
Behalf of All Others Similarly Situated,

15 Plaintiffs,

16 v.

17 BUMBLE TRADING INC. and BUMBLE
18 HOLDING LTD.,

19 Defendants.

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

**DEFENDANTS BUMBLE TRADING INC.
AND BUMBLE HOLDING LTD.’S ANSWER
TO PLAINTIFFS’ THIRD AMENDED CLASS
ACTION COMPLAINT**

Complaint Filed: November 13, 2018

Hon. Nathanael M. Cousins

20
21 Defendants Bumble Trading Inc. and Bumble Holding Ltd. (“Bumble”), by and through their
22 undersigned counsel, respond to Plaintiffs Nick King, Jr., Deena Fischer, and Elena Weinberger’s
23 (“Plaintiffs”) Third Amended Class Action Complaint (the “Complaint”) as follows:
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NATURE OF THE CASE¹

Response to Paragraph 1: Bumble admits that it owns and operates a mobile application called “Bumble” (“the App”). Bumble denies any remaining allegations.

Response to Paragraph 2: Bumble admits that it charges some subscribers a subscription fee for its Bumble Boost service. Bumble also admits that the named Plaintiffs purchased Bumble Boost subscriptions. Bumble further admits that the named Plaintiffs purport to bring a class action on behalf on individuals who purchased a Bumble Boost subscription, but Bumble denies that certification of any class in this action is appropriate.

Response to Paragraph 3: Bumble admits that it believes that Bumble’s Terms and Conditions (“Terms”) constitute a contract between Bumble and its users. The remaining allegations in Paragraph 3 consist of Plaintiffs’ legal conclusions and characterizations of their allegations, which do not require a response. To the extent a response is required, Bumble denies the remaining allegations in Paragraph 3 and refers to Bumble’s Terms, which speak for themselves.

Response to Paragraph 4: Bumble admits that Bumble Boost is a subscription service that in some circumstances renews at the end of a subscription period unless the user cancels. Bumble denies that the subscription terms are not disclosed prior to the purchase of Bumble Boost. The remaining allegations in Paragraph 4 consist of Plaintiffs’ legal conclusions and characterizations of their allegations, which do not require a response. To the extent a response is required, Bumble denies the remaining allegations in Paragraph 4.

Response to Paragraph 5: Bumble admits that Plaintiffs purport to bring this action on behalf of a class and that Plaintiffs seek the various forms of relief identified in Paragraph 5. Bumble denies that any named Plaintiff or any other putative class member suffered economic injury or the deprivation of any statutory right. Bumble further denies that any named Plaintiff or any other putative class member is entitled to relief. The remaining allegations in Paragraph 5 consist of Plaintiffs’ legal conclusions and characterizations of their allegations, which do not require a response. To the extent

¹ Bumble has included the section headers Plaintiffs used in their Third Amended Complaint. By including those section headers within this Answer, Bumble does not admit the substance of the section headers and otherwise denies them.

1 a response a required, Bumble denies that certification of any class would be appropriate in this action
2 and denies any remaining allegations in Paragraph 5.

3 **PARTIES**

4 **Response to Paragraph 6:** Bumble lacks knowledge or information sufficient to form a belief
5 about the allegations in Paragraph 6 and, on that basis, denies them.

6 **Response to Paragraph 7:** Bumble lacks knowledge or information sufficient to form a belief
7 about the allegations in Paragraph 7 and, on that basis, denies them.

8 **Response to Paragraph 8:** Paragraph 8 pertains to a named Plaintiff who was dismissed from
9 the case by the Court in its February 11, 2020 order. As such, no response is required to the allegations
10 in Paragraph 8.

11 **Response to Paragraph 9:** Bumble lacks knowledge or information sufficient to form a belief
12 about the allegations in Paragraph 9 and, on that basis, denies them.

13 **Response to Paragraph 10:** Bumble admits that Bumble Trading Inc. is organized under the
14 laws of Delaware. Bumble denies that its principal place of business is in Dallas, Texas.

15 **Response to Paragraph 11:** Bumble admits that Bumble Holding Ltd. is organized under the
16 laws of the United Kingdom and that its principal place of business is in London, United Kingdom.

17 **JURISDICTION AND VENUE**

18 **Response to Paragraph 12:** Paragraph 12 consists of Plaintiffs' legal conclusions and
19 characterizations of their allegations, which do not require a response. To the extent that a response
20 is required, Bumble denies the allegations in Paragraph 12.

21 **Response to Paragraph 13:** Bumble admits that Bumble Trading Inc. is headquartered in
22 Texas. Bumble lacks knowledge or information sufficient to form a belief about the allegations
23 regarding Plaintiffs' residences and, on that basis, denies them. Further, the allegations regarding
24 Plaintiff Wess's residence pertain to a named Plaintiff who was dismissed from the case by the Court
25 in its February 11, 2020 order. As such, no response is required to the allegations regarding Plaintiff
26 Wess. The remaining allegations in Paragraph 13 consist of Plaintiffs' legal conclusions and
27 characterizations of their allegations, which do not require a response. To the extent that a response
28 is required, Bumble denies the remaining allegations in Paragraph 13.

1 Bumble denies that users can enter their address when creating a Bumble account. Bumble lacks
2 knowledge or information sufficient to form a belief about the remaining allegations in Paragraph 20
3 and, on that basis, denies the allegations.

4 **Response to Paragraph 21:** Bumble denies the allegations in Paragraph 21.

5 **Response to Paragraph 22:** Bumble admits that it allows users to initiate the process for
6 signing up for a Bumble Boost subscription in the App. Bumble also admits that it offers Bumble
7 Boost subscriptions for different intervals of time. Bumble further admits that in certain circumstances
8 Boost subscriptions renew until the user cancels the subscription. Bumble denies the remaining
9 allegations in Paragraph 22.

10 **Response to Paragraph 23:** Bumble admits that users are charged for the entirety of the
11 subscription period at the time of purchase, if such a charge applies. The remaining allegations in
12 Paragraph 23 consist of Plaintiffs' characterizations of their allegations, to which no response is
13 required. To the extent a response is required, Bumble denies the remaining allegations in Paragraph
14 23.

15 **Response to Paragraph 24:** Bumble admits that the fee it has charged for a Bumble Boost
16 subscription has varied throughout the putative class period. Bumble denies that Bumble Boost has
17 only been offered for a fee. Bumble further denies that, at the time Plaintiffs filed their Third Amended
18 Complaint, the cost of a Bumble Boost subscription ranged from \$8.99 to \$139.99.

19 **Bumble's Terms Violate New York's Dating Service Law**

20 **Response to Paragraph 25:** Paragraph 25 consists of Plaintiffs' legal conclusions, which do
21 not require a response. To the extent that a response is required, Bumble admits that N.Y. G.B.L.
22 § 394-c(1) contains the quoted language. To the extent there are any remaining allegations in
23 Paragraph 25, Bumble denies the allegations.

24 **Response to Paragraph 26:** Paragraph 26 consists of Plaintiffs' legal conclusions, which do
25 not require a response. To the extent that a response is required, Bumble denies the allegations in
26 Paragraph 26.

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1 **Response to Paragraph 27:** Paragraph 26 consists of Plaintiffs’ legal conclusions, which do
2 not require a response. To the extent that a response is required, Bumble denies the allegations in
3 Paragraph 27.

4 **Response to Paragraph 28:** Paragraph 28 consists of Plaintiffs’ legal conclusions, which do
5 not require a response. To the extent that a response is required, Bumble admits that N.Y. G.B.L.
6 § 394-c(7) contains the quoted language. To the extent there are any remaining allegations in
7 Paragraph 28, Bumble denies the allegations.

8 **Response to Paragraph 29:** Paragraph 29 consists of Plaintiffs’ legal conclusions, which do
9 not require a response. To the extent that a response is required, Bumble admits that N.Y. G.B.L.
10 § 394-c(7) contains the quoted language. Bumble denies the remaining allegations in Paragraph 29.

11 **Response to Paragraph 30:** Bumble admits that Plaintiff Weinberger cancelled her Bumble
12 Boost subscription within three business days of purchase. The allegations regarding Wess relate to a
13 named Plaintiff who was dismissed from the case by the Court in its February 11, 2020 order. As
14 such, no response is required to the allegations regarding Plaintiff Wess. Bumble denies that all
15 putative class members in the DSL class that Plaintiffs seek to certify canceled their Bumble Boost
16 subscriptions within three days. Bumble also denies that it refused refunds to all putative class
17 members. The remaining allegations in Paragraph 30 consist of Plaintiffs’ legal conclusions, which
18 do not require a response. To the extent that a response is required, Bumble denies the remaining
19 allegations in Paragraph 30.

20 **Response to Paragraph 31:** Paragraph 31 consists of legal conclusions and characterizations
21 of Plaintiffs’ allegations, which do not require a response. To the extent a response is required, Bumble
22 denies the allegations in Paragraph 31 and refers to its Terms, which speak for themselves.

23 **Response to Paragraph 32:** Paragraph 32 consists of legal conclusions and characterizations
24 of Plaintiffs’ allegations, which do not require a response. To the extent a response is required, Bumble
25 denies the allegations in Paragraph 32 and refers to its Terms, which speak for themselves.

26 **Response to Paragraph 33:** Paragraph 33 consists of legal conclusions and characterizations
27 of Plaintiffs’ allegations, which do not require a response. To the extent a response is required, Bumble
28 denies the allegations in Paragraph 33.

1 **Response to Paragraph 34:** The allegations regarding Wess relate to a named Plaintiff who
2 was dismissed from the case by the Court in its February 11, 2020 order. As such, no response is
3 required to the allegations regarding Plaintiff Wess. The remaining allegations in Paragraph 34 consist
4 of legal conclusions and characterizations of Plaintiffs’ allegations, which do not require a response.
5 To the extent a response is required, Bumble denies the allegations and refers to its Terms and FAQs,
6 which speak for themselves.

7 **Response to Paragraph 35:** Bumble admits that Footnote 1 links to terms of service for other
8 apps, which speak for themselves, but denies Plaintiffs’ characterizations of those links. Bumble lacks
9 knowledge or information sufficient to form a belief about the allegations in Paragraph 35 and, on that
10 basis, denies them.

11 **Response to Paragraph 36:** Bumble denies that any named Plaintiff or any other putative
12 class member suffered injury or is entitled to relief. The remaining allegations in Paragraph 36 consist
13 of legal conclusions and characterizations of Plaintiffs’ allegations, which do not require a response.
14 To the extent a response is required, Bumble denies the remaining allegations in Paragraph 36.

15 **Bumble’s Automatic Renewal Policy Violates California Law**

16 **Response to Paragraph 37:** Paragraph 37 consists of Plaintiffs’ legal conclusions, which do
17 not require a response. To the extent that a response is required, Bumble admits that Cal. Bus. Prof.
18 Code § 17600 was first enacted in December 2010. Bumble also admits that Section 17600 contains
19 the quoted language but explains that Plaintiffs appear to have edited the language when including it
20 in their Third Amended Complaint. To the extent there are any remaining allegations in Paragraph
21 37, Bumble denies those allegations.

22 **Response to Paragraph 38:** Paragraph 38 consists of Plaintiffs’ legal conclusions, which do
23 not require a response. To the extent that a response is required, Bumble admits that Cal. Bus. Prof.
24 Code § 17601(a) contains the quoted language. To the extent there are any remaining allegations in
25 Paragraph 38, Bumble denies those allegations.

26 **Response to Paragraph 39:** Paragraph 39 consists of Plaintiffs’ legal conclusions and
27 characterizations of their allegations, which do not require a response. To the extent a response is
28 required, Bumble denies the allegations in Paragraph 39.

1 **Response to Paragraph 40:** Paragraph 40 consists of Plaintiffs' legal conclusions, which do
2 not require a response. To the extent that a response is required, Bumble admits that Cal. Bus. Prof.
3 Code § 17602(a) contains the quoted language. To the extent there are any remaining allegations in
4 Paragraph 40, Bumble denies those allegations.

5 **Response to Paragraph 41:** Paragraph 41 consists of Plaintiffs' legal conclusions, which do
6 not require a response. To the extent that a response is required, Bumble admits that Cal. Bus. Prof.
7 Code § 17601(b) contains the quoted language. To the extent there are any remaining allegations in
8 Paragraph 40, Bumble denies those allegations.

9 **Response to Paragraph 42:** Paragraph 42 consists of Plaintiffs' legal conclusions and
10 characterizations of their allegations, which do not require a response. To the extent a response is
11 required, Bumble denies the allegations in Paragraph 42.

12 **Response to Paragraph 43:** Paragraph 43 consists of Plaintiffs' legal conclusions, which do
13 not require a response. To the extent that a response is required, Bumble admits that Cal. Bus. Prof.
14 Code § 17602(a) contains the quoted language. To the extent there are any remaining allegations in
15 Paragraph 43, Bumble denies those allegations.

16 **Response to Paragraph 44:** Bumble admits that it charges a fee for Bumble Boost in some
17 circumstances. The remaining allegations in Paragraph 44 consist of Plaintiffs' legal conclusions and
18 characterizations of their allegations, which do not require a response. To the extent a response is
19 required, Bumble denies the remaining allegations in Paragraph 44.

20 **Response to Paragraph 45:** Paragraph 45 consists of Plaintiffs' legal conclusions, which do
21 not require a response. To the extent that a response is required, Bumble admits that Cal. Bus. Prof.
22 Code § 17601(a) contains the quoted language but explains that Plaintiffs appear to have edited the
23 language when including it in their Third Amended Complaint. To the extent there are any remaining
24 allegations in Paragraph 45, Bumble denies those allegations.

25 **Response to Paragraph 46:** Paragraph 46 consists of Plaintiffs' legal conclusions, which do
26 not require a response. To the extent that a response is required, Bumble admits that Cal. Bus. Prof.
27 Code § 17601(b) contains the quoted language but explains that Plaintiffs appear to have edited the
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1 language when including it in their Third Amended Complaint. To the extent there are any remaining
2 allegations in Paragraph 46, Bumble denies the allegations.

3 **Response to Paragraph 47:** Paragraph 47 consists of Plaintiffs' legal conclusions, which do
4 not require a response. To the extent that a response is required, Bumble denies the allegations in
5 Paragraph 47.

6 **Response to Paragraph 48:** Paragraph 48 consists of Plaintiffs' legal conclusions, which do
7 not require a response. To the extent that a response is required, Bumble admits that Cal. Bus. Prof.
8 Code § 17603 contains the quoted language. To the extent there are any remaining allegations in
9 Paragraph 48, Bumble denies those allegations.

10 **Response to Paragraph 49:** Bumble admits that it offers its Bumble Boost service to users.
11 The remaining allegations in Paragraph 49 consist of Plaintiffs' legal conclusions and
12 characterizations of their allegations, which do not require a response. To the extent that a response
13 is required, Bumble denies the remaining allegations in Paragraph 49.

14 **Response to Paragraph 50:** Bumble denies that Plaintiff King or any other putative class
15 member suffered economic injury or is entitled to relief. The remaining allegations in Paragraph 41
16 consist of Plaintiffs' legal conclusions and characterizations of their allegations, which do not require
17 a response. To the extent that a response is required, Bumble denies the remaining allegations in
18 Paragraph 50.

19 **Consumers Complain about Injuries Resulting From Bumble's Auto-Renewal and No-**
20 **Refund Policies and Practices**

21 **Response to Paragraph 51:** Bumble denies that any individual has been injured. The
22 remaining allegations in Paragraph 51 consist of Plaintiffs' legal conclusions and characterizations of
23 their allegations, which do not require a response. To the extent a response is required, Bumble denies
24 the remaining allegations in Paragraph 51 and refers to its Terms, which speak for themselves.

25 **Response to Paragraph 52:** Bumble lacks knowledge or information sufficient to form a
26 belief about the third quote contained in Paragraph 52 and, on that basis, denies the allegations.
27 Bumble admits that the quoted language appears on the respective website pages as of February 25,
28 2020 but explains that Plaintiffs appear to have edited the language in the second quote in Paragraph

1 52 when including it in their Third Amended Complaint. Bumble denies the allegations characterizing
2 these comments and denies the remaining allegations in Paragraph 52.

3 **Plaintiff King's Individual Allegations**

4 **Response to Paragraph 53:** Bumble admits that Plaintiff King purchased a subscription to
5 Bumble Boost that renewed each week and that the cost per week was \$8.99. Bumble denies any
6 remaining allegations in Paragraph 53.

7 **Response to Paragraph 54:** Bumble admits that Plaintiff King purchased his Bumble Boost
8 subscription in the Bumble App and not through the Google Play store or the Apple iTunes store.
9 Bumble lacks knowledge or information sufficient to form a belief about the remaining allegations in
10 Paragraph 54 and, on that basis, denies them.

11 **Response to Paragraph 55:** Bumble lacks knowledge or information sufficient to form a
12 belief about the allegations in Paragraph 55 and, on that basis, denies them.

13 **Response to Paragraph 56:** Paragraph 56 consists of Plaintiffs' legal conclusions and
14 characterizations of their allegations, which do not require a response. To the extent a response is
15 required, Bumble denies the allegations in Paragraph 56.

16 **Response to Paragraph 57:** Paragraph 57 consists of Plaintiffs' legal conclusions and
17 characterizations of their allegations, which do not require a response. To the extent that a response
18 is required, Bumble denies the allegations in Paragraph 57.

19 **Response to Paragraph 58:** Bumble admits that Exhibit B is a true and correct copy of an
20 email sent by Bumble to users at the time Plaintiff King subscribed to Boost. Bumble lacks knowledge
21 or information sufficient to form a belief about the remaining allegations in Paragraph 58 and, on that
22 basis, denies such allegations.

23 **Response to Paragraph 59:** Paragraph 59 consists of Plaintiffs' legal conclusions, which do
24 not require a response. To the extent that a response is required, Bumble denies the remaining
25 allegations in Paragraph 59 and refers to the acknowledgment email received by Plaintiff King, which
26 speaks for itself.

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1 allegations in Paragraph 75. Paragraph 75 also consists of Plaintiffs' legal conclusions and
2 characterizations of their allegations, which do not require a response. To the extent a response is
3 required, Bumble denies the allegations in Paragraph 75.

4 **Response to Paragraph 76:** Paragraph 76 pertains to a named Plaintiff who was dismissed
5 from the case by the Court in its February 11, 2020 order. As such, no response is required to the
6 allegations in Paragraph 76. The remaining allegations in Paragraph 76 consist of Plaintiffs' legal
7 conclusions and characterizations of their allegations, which do not require a response. To the extent
8 a response is required, Bumble denies the allegations in Paragraph 76 and refers to its Terms, which
9 speak for themselves.

10 **Response to Paragraph 77:** Paragraph 77 pertains to a named Plaintiff who was dismissed
11 from the case by the Court in its February 11, 2020 order. As such, no response is required to the
12 allegations in Paragraph 77.

13 **Response to Paragraph 78:** Paragraph 78 pertains to a named Plaintiff who was dismissed
14 from the case by the Court in its February 11, 2020 order. As such, no response is required to the
15 allegations in Paragraph 78.

16 **Plaintiff Fischer's Individual Allegations**

17 **Response to Paragraph 79:** Bumble admits that Plaintiff Fischer purchased a six month
18 subscription to Bumble Boost on or about September 16, 2018 for \$79.99.

19 **Response to Paragraph 80:** Bumble admits that Plaintiff Fischer contacted Bumble regarding
20 technical issues she believed she was having with her use of the App. Bumble denies the remaining
21 allegations in Paragraph 80.

22 **Response to Paragraph 81:** Bumble admits that Plaintiff Fischer contacted Bumble on
23 October 27, 2018. The remaining allegations in Paragraph 81 constitute Plaintiffs' characterizations
24 of their allegations, to which no response is required. To the extent a response is required, Bumble
25 refers to the conversation between Plaintiff Fischer and Bumble, which speaks for itself, and denies
26 any remaining allegations in Paragraph 81.

27 **Response to Paragraph 82:** Bumble admits that it communicated the quoted language to
28 Plaintiff Fischer. The remaining allegations in Paragraph 82 constitute Plaintiffs' characterizations of

1 their allegations, to which no response is required. To the extent a response is required, Bumble refers
2 to the conversation between Plaintiff Fischer and Bumble, which speaks for itself, and denies any
3 remaining allegations in Paragraph 82.

4 **Response to Paragraph 83:** Bumble admits that the partial quotation is accurate. The
5 remaining allegations in Paragraph 83 constitute Plaintiffs' characterizations of their allegations, to
6 which no response is required. To the extent a response is required, Bumble refers to the conversation
7 between Plaintiff Fischer and Bumble, which speaks for itself, and denies any remaining allegations
8 in Paragraph 83.

9 **Response to Paragraph 84:** Paragraph 84 consists of Plaintiffs' legal conclusions and
10 characterizations of their allegations, which do not require a response. To the extent a response is
11 required, Bumble denies the allegations in Paragraph 84.

12 **Response to Paragraph 85:** Bumble denies that Plaintiff Fischer was injured. The remaining
13 allegations in Paragraph 85 consist of Plaintiffs' legal conclusions and characterizations of their
14 allegations, which do not require a response. To the extent a response is required, Bumble denies the
15 remaining allegations in Paragraph 85.

16 **Response to Paragraph 86:** Paragraph 86 consists of Plaintiffs' legal conclusions and
17 characterizations of their allegations, which do not require a response. To the extent a response is
18 required, Bumble denies the allegations in Paragraph 86.

19 **CLASS ALLEGATIONS**

20 **Response to Paragraph 87:** Paragraph 87 consists of Plaintiffs' legal conclusions and
21 characterizations of their allegations, which do not require a response. To the extent a response is
22 required, Bumble denies the allegations in Paragraph 87. Bumble further denies that certification of
23 any class would be appropriate in this action.

24 **Response to Paragraph 88:** Paragraph 88 consists of Plaintiffs' legal conclusions and
25 characterizations of their allegations, which do not require a response. To the extent a response is
26 required, Bumble denies the allegations in Paragraph 88. Bumble further denies that certification of
27 any class would be appropriate in this action.

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1 **Response to Paragraph 89:** Paragraph 89 consists of Plaintiffs’ legal conclusions and
2 characterizations of their allegations, which do not require a response. To the extent a response is
3 required, Bumble denies that certification of any class would be appropriate in this action.

4 **Response to Paragraph 90:** Paragraph 90 consists of Plaintiffs’ legal conclusions and
5 characterizations of their allegations, which do not require a response. To the extent a response is
6 required, Bumble denies the allegations in Paragraph 90. Bumble further denies that certification of
7 any class would be appropriate in this action and reserves all rights concerning further amendment of
8 Plaintiffs’ complaint.

9 **Response to Paragraph 91:** Paragraph 91 consists of Plaintiffs’ legal conclusions and
10 characterizations of their allegations, which do not require a response. To the extent a response is
11 required, Bumble denies the allegations in Paragraph 91. Bumble further denies that certification of
12 any class would be appropriate in this action.

13 **Response to Paragraph 92:** Paragraph 92 consists of Plaintiffs’ legal conclusions and
14 characterizations of their allegations, which do not require a response. To the extent a response is
15 required, Bumble denies the allegations in Paragraph 92. Bumble further denies that certification of
16 any class would be appropriate in this action.

17 **Response to Paragraph 93:** Paragraph 93 consists of Plaintiffs’ legal conclusions and
18 characterizations of their allegations, which do not require a response. To the extent a response is
19 required, Bumble denies the allegations in Paragraph 93. Bumble further denies that certification of
20 any class would be appropriate in this action.

21 **Response to Paragraph 94:** Paragraph 94 consists of Plaintiffs’ legal conclusions and
22 characterizations of their allegations, which do not require a response. To the extent a response is
23 required, Bumble denies the allegations in Paragraph 94. Bumble further denies that certification of
24 any class would be appropriate in this action.

25 **Response to Paragraph 95:** Paragraph 95 consists of Plaintiffs’ legal conclusions and
26 characterizations of their allegations, which do not require a response. To the extent a response is
27 required, Bumble denies the allegations in Paragraph 95. Bumble further denies that certification of
28 any class would be appropriate in this action.

1 **Response to Paragraph 96:** Paragraph 96 consists of Plaintiffs’ legal conclusions and
2 characterizations of their allegations, which do not require a response. To the extent a response is
3 required, Bumble denies the allegations in Paragraph 96. Bumble further denies that certification of
4 any class would be appropriate in this action.

5 **Response to Paragraph 97:** Paragraph 97 consists of Plaintiffs’ legal conclusions and
6 characterizations of their allegations, which do not require a response. To the extent a response is
7 required, Bumble denies the allegations in Paragraph 97. Bumble further denies that certification of
8 any class would be appropriate in this action.

9 **Response to Paragraph 98:** Paragraph 98 consists of Plaintiffs’ legal conclusions and
10 characterizations of their allegations, which do not require a response. To the extent a response is
11 required, Bumble denies the allegations in Paragraph 98. Bumble further denies that certification of
12 any class would be appropriate in this action.

13 **Response to Paragraph 99:** Paragraph 99 consists of Plaintiffs’ legal conclusions and
14 characterizations of their allegations, which do not require a response. To the extent a response is
15 required, Bumble denies the allegations in Paragraph 99. Bumble further denies that certification of
16 any class would be appropriate in this action.

17 **Response to Paragraph 100:** Bumble denies that any named Plaintiff or any other putative
18 class member has suffered damages or will suffer damages. The remaining allegations in Paragraph
19 100 consist of Plaintiffs’ legal conclusions and characterizations of their allegations, which do not
20 require a response. To the extent a response is required, Bumble denies the allegations in Paragraph
21 100. Bumble further denies that certification of any class would be appropriate in this action.

22 **Response to Paragraph 101:** Paragraph 101 consists of Plaintiffs’ legal conclusions and
23 characterizations of their allegations, which do not require a response. To the extent a response is
24 required, Bumble denies the allegations in Paragraph 101.

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CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

**Violations of the New York Dating Services Law,
New York General Business Law, § 394-c**

(On Behalf of Plaintiffs Weinberger, Fischer, Wess and the DSL Class and Subclass)

Response to Paragraph 102: Bumble incorporates by reference its responses to the preceding paragraphs of Plaintiffs’ Third Amended Complaint as if fully set forth herein. Paragraph 102 pertains to a named Plaintiff who was dismissed from the case by the Court in its February 11, 2020 order. As such, no response is required to the allegations regarding Wess in Paragraph 102. Moreover, Paragraph 102 consists of Plaintiffs’ legal conclusions and characterizations of their allegations, which do not require a response. To the extent a response is required, Bumble admits that Plaintiffs Weinberger and Fischer purport to bring a class action claim under N.Y. G.B.L. § 394-c. Bumble denies that certification of any class would be appropriate in this action and any remaining allegations in Paragraph 102.

Response to Paragraph 103: Paragraph 103 consists of Plaintiffs’ legal conclusions and characterizations of their allegations, which do not require a response. To the extent a response is required, Bumble denies the allegations in Paragraph 103.

Response to Paragraph 104: Paragraph 104 consists of Plaintiffs’ legal conclusions and characterizations of their allegations, which do not require a response. To the extent a response is required, Bumble denies the allegations in Paragraph 104.

Response to Paragraph 105: Paragraph 105 pertains to a named Plaintiff who was dismissed from the case by the Court in its February 11, 2020 order. As such, no response is required to the allegations regarding Wess in Paragraph 105. Bumble denies that any named Plaintiff or any other putative class member suffered any injury. The remaining allegations in Paragraph 105 consists of Plaintiffs’ legal conclusions and characterizations of their allegations, which do not require a response. To the extent a response is required, Bumble denies the remaining allegations in Paragraph 105. Bumble further denies that certification of any class would be appropriate in this action.

1 **Response to Paragraph 106:** Paragraph 106 pertains to a named Plaintiff who was dismissed
2 from the case by the Court in its February 11, 2020 order. As such, no response is required to the
3 allegations regarding Wess in Paragraph 106. Bumble denies that any named Plaintiff or any other
4 putative class member is at risk of suffering any injury should the Court rule in favor of Bumble.
5 Bumble further states that Plaintiff Weinberger and Fischer lack standing to pursue injunctive relief
6 because they have not alleged that they would purchase a Bumble Boost subscription if such relief
7 was granted. Moreover, the remaining allegations in Paragraph 106 consist of Plaintiffs' legal
8 conclusions and characterizations of their allegations, which do not require a response. To the extent
9 a response is required, Bumble denies the remaining allegations in Paragraph 106. Bumble further
10 denies that certification of any class would be appropriate in this action.

11 **Response to Paragraph 107:** Paragraph 107 consists of Plaintiffs' legal conclusions and
12 characterizations of their allegations, which do not require a response. To the extent a response is
13 required, Bumble admits N.Y. G.B.L. § 394-c(9) contains the quoted language. To the extent
14 Paragraph 107 contains any other allegations, Bumble denies those allegations.

15 **Response to Paragraph 108:** Paragraph 108 pertains to a named Plaintiff who was dismissed
16 from the case by the Court in its February 11, 2020 order. As such, no response is required to the
17 allegations regarding Wess in Paragraph 108. Bumble denies that any named Plaintiff or any other
18 putative class member is entitled to relief. The remaining allegations in Paragraph 108 consist of
19 Plaintiffs' legal conclusions and characterizations of their allegations, which do not require a response.
20 To the extent a response is required, Bumble denies the remaining allegations in Paragraph 108.
21 Bumble further denies that certification of any class would be appropriate in this action.

22 **Response to Paragraph 109:** Paragraph 109 pertains to a named Plaintiff who was dismissed
23 from the case by the Court in its February 11, 2020 order. As such, no response is required to the
24 allegations regarding Wess in Paragraph 109. Bumble denies that any named Plaintiff or any other
25 putative class member is entitled to equitable relief. Bumble further states that Plaintiff Weinberger
26 and Fischer lack standing to pursue injunctive relief because they have not alleged that they would
27 purchase a Bumble Boost subscription if such relief was granted. The remaining allegations in
28 Paragraph 109 consist of Plaintiffs' legal conclusions and characterizations of their allegations, which

1 do not require a response. To the extent a response is required, Bumble denies the remaining
2 allegations in Paragraph 109. Bumble further denies that certification of any class would be
3 appropriate in this action.

4 **SECOND CLAIM FOR RELIEF**
5 **Violations of Cal. Civ. Code §§ 1750, et seq.**
6 **(On behalf of Plaintiff King and the ARL Class)**

7 **Response to Paragraph 110:** Bumble incorporates by reference its responses to the preceding
8 paragraphs of Plaintiffs' Third Amended Complaint as if fully set forth herein. Paragraph 110 consists
9 of Plaintiffs' legal conclusions and characterizations of their allegations, which do not require a
10 response. To the extent a response is required, Bumble denies the allegations in Paragraph 110.
11 Bumble further denies that certification of any class would be appropriate in this action.

12 **Response to Paragraph 111:** Paragraph 111 consists of Plaintiffs' legal conclusions and
13 characterizations of their allegations, which do not require a response. To the extent a response is
14 required, Bumble admits N.Y. G.B.L. § 394-c(9) contains the quoted language. To the extent
15 Paragraph 111 contains any other allegations, Bumble denies those allegations.

16 **Response to Paragraph 112:** Paragraph 112 consists of Plaintiffs' legal conclusions and
17 characterizations of their allegations, which do not require a response. To the extent a response is
18 required, Bumble denies the allegations in Paragraph 112. Bumble further denies that certification of
19 any class would be appropriate in this action.

20 **Response to Paragraph 113:** Bumble denies that Plaintiff King or any other putative class
21 member suffered injury. The remaining allegations in Paragraph 113 consist of Plaintiffs' legal
22 conclusions and characterizations of their allegations, which do not require a response. To the extent
23 a response is required, Bumble denies the remaining allegations in Paragraph 113. Bumble further
24 denies that certification of any class would be appropriate in this action.

25 **Response to Paragraph 114:** Bumble admits that Plaintiff King sent a written demand
26 pursuant to California Civil Code Section 1782(a) to Bumble on or about December 11, 2018 and that
27 thirty days have since elapsed. Bumble further admits that it did not respond to Plaintiff King's CLRA
28 demand letter. The remaining allegations in Paragraph 114 consist of Plaintiffs' legal conclusions and

1 characterizations of their allegations, which do not require a response. To the extent a response is
2 required, Bumble denies the remaining allegations in Paragraph 114. Bumble further denies that
3 certification of any class would be appropriate in this action.

4 **Response to Paragraph 115:** Bumble denies that Plaintiff King or any other individual is
5 entitled to damages, injunctive relief, or any other relief. The remaining allegations in Paragraph 115
6 consist of Plaintiffs' legal conclusions and characterizations of their allegations, which do not require
7 a response. To the extent a response is required, Bumble denies the remaining allegations in Paragraph
8 115. Bumble further denies that certification of any class would be appropriate in this action.

9 **THIRD CLAIM FOR RELIEF**
10 **Violations of New York General Business Law, § 349**
11 **Deceptive Acts and Practices**
12 **(On Behalf of Plaintiffs Weinberger, Fischer, Wess and the DSL Class and the DSL Subclass)**

13 **Response to Paragraph 116:** Bumble incorporates by reference its responses to the preceding
14 paragraphs of Plaintiffs' Third Amended Complaint as if fully set forth herein. Paragraph 116 pertains
15 to a named Plaintiff who was dismissed from the case by the Court in its February 11, 2020 order. As
16 such, no response is required to the allegations regarding Wess in Paragraph 116. Moreover,
17 Paragraph 116 consists of Plaintiffs' legal conclusions and characterizations of their allegations, which
18 do not require a response. To the extent a response is required, Bumble admits that Plaintiffs
19 Weinberger and Fischer purport to bring a class action claim under N.Y. G.B.L. § 349. To the extent
20 there are any remaining allegations in Paragraph 116, Bumble denies those allegations. Bumble
21 further denies that certification of any class would be appropriate in this action.

22 **Response to Paragraph 117:** Paragraph 117 pertains to a named Plaintiff who was dismissed
23 from the case by the Court in its February 11, 2020 order. As such, no response is required to the
24 allegations regarding Wess in Paragraph 117. Moreover, Paragraph 117 consists of Plaintiffs' legal
25 conclusions and characterizations of their allegations, which do not require a response. To the extent
26 a response is required, Bumble denies the allegations. Bumble further denies that certification of any
27 class would be appropriate in this action.
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1 **Response to Paragraph 118:** Paragraph 118 consists of Plaintiffs’ legal conclusions and
2 characterizations of their allegations, which do not require a response. To the extent a response is
3 required, Bumble denies the allegations in Paragraph 118. Bumble further denies that certification of
4 any class would be appropriate in this action.

5 **Response to Paragraph 119:** Paragraph 119 consists of Plaintiffs’ legal conclusions and
6 characterizations of their allegations, which do not require a response. To the extent a response is
7 required, Bumble denies the allegations in Paragraph 119 and refers to its Terms, which speak for
8 themselves.

9 **Response to Paragraph 120:** Paragraph 120 consists of Plaintiffs’ legal conclusions and
10 characterizations of their allegations, which do not require a response. To the extent a response is
11 required, Bumble denies the allegations. Bumble further denies that certification of any class would
12 be appropriate in this action.

13 **Response to Paragraph 121:** Paragraph 121 pertains to a named Plaintiff who was dismissed
14 from the case by the Court in its February 11, 2020 order. As such, no response is required to the
15 allegations regarding Wess in Paragraph 121. The remaining allegations in Paragraph 121 consist of
16 Plaintiffs’ legal conclusions and characterizations of their allegations, which do not require a response.
17 To the extent a response is required, Bumble denies the allegations in Paragraph 121. Bumble further
18 denies that certification of any class would be appropriate in this action.

19 **Response to Paragraph 122:** Paragraph 122 consists of Plaintiffs’ legal conclusions and
20 characterizations of their allegations, which do not require a response. To the extent a response is
21 required, Bumble denies the allegations in Paragraph 122. Bumble further denies that certification of
22 any class would be appropriate in this action

23 **Response to Paragraph 123:** The allegations in Paragraph 123 consists of Plaintiffs’ legal
24 conclusions and characterizations of their allegations, which do not require a response. To the extent
25 a response is required, Bumble denies the allegations in Paragraph 123. Bumble further denies that
26 certification of any class would be appropriate in this action

27 **Response to Paragraph 124:** Paragraph 124 pertains to a named Plaintiff who was dismissed
28 from the case by the Court in its February 11, 2020 order. As such, no response is required to the

1 allegations regarding Wess in Paragraph 124. Moreover, Paragraph 124 consists of Plaintiffs' legal
2 conclusions and characterizations of their allegations, which do not require a response. To the extent
3 a response is required, Bumble denies the allegations. Bumble further denies that certification of any
4 class would be appropriate in this action.

5 **Response to Paragraph 125:** Paragraph 125 consists of Plaintiffs' legal conclusions and
6 characterizations of their allegations, which do not require a response. To the extent a response is
7 required, Bumble denies the allegations in Paragraph 125. Bumble further denies that certification of
8 any class would be appropriate in this action.

9 **Response to Paragraph 126:** Paragraph 126 pertains to a named Plaintiff who was dismissed
10 from the case by the Court in its February 11, 2020 order. As such, no response is required to the
11 allegations regarding Wess in Paragraph 126. Bumble denies that any named Plaintiff or any other
12 putative class member was injured. The remaining allegations in Paragraph 126 consist of Plaintiffs'
13 legal conclusions and characterizations of their allegations, which do not require a response. To the
14 extent a response is required, Bumble denies the remaining allegations in Paragraph 126. Bumble
15 further denies that certification of any class would be appropriate in this action.

16 **Response to Paragraph 127:** Paragraph 127 pertains to a named Plaintiff who was dismissed
17 from the case by the Court in its February 11, 2020 order. As such, no response is required to the
18 allegations regarding Wess in Paragraph 127. Bumble denies that any named Plaintiff or any other
19 putative class member was injured. Bumble further states that Plaintiff Weinberger and Fischer lack
20 standing to pursue injunctive relief because they have not alleged that they would purchase a Bumble
21 Boost subscription if such relief was granted. The remaining allegations in Paragraph 127 consist of
22 Plaintiffs' legal conclusions and characterizations of their allegations, which do not require a response.
23 To the extent a response is required, Bumble denies the remaining allegations in Paragraph 127.
24 Bumble further denies that certification of any class would be appropriate in this action.

25 **Response to Paragraph 128:** Bumble denies that it has engaged in willful, unfair,
26 unconscionable, or deceptive practices. The remaining allegations in Paragraph 128 consist of
27 Plaintiffs' legal conclusions and characterizations of their allegations, which do not require a response.
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1 To the extent a response is required, Bumble denies the remaining allegations. Bumble further denies
2 that certification of any class would be appropriate in this action.

3 **Response to Paragraph 129:** Paragraph 129 pertains to a named Plaintiff who was dismissed
4 from the case by the Court in its February 11, 2020 order. As such, no response is required to the
5 allegations regarding Wess in Paragraph 129. Bumble denies that any named Plaintiff or any other
6 putative class member is entitled to damages or any other form of relief. Bumble also denies that
7 certification of any class would be appropriate in this action.

8 **Response to Paragraph 130:** Paragraph 130 pertains to a named Plaintiff who was dismissed
9 from the case by the Court in its February 11, 2020 order. As such, no response is required to the
10 allegations regarding Wess in Paragraph 130. Bumble denies that any named Plaintiff or any other
11 putative class member is entitled to equitable relief. Bumble further states that Plaintiff Weinberger
12 and Fischer lack standing to pursue injunctive relief because they have not alleged that they would
13 purchase a Bumble Boost subscription if such relief was granted. The remaining allegations in
14 Paragraph 130 consists of Plaintiffs' legal conclusions and characterizations of their allegations, which
15 do not require a response. To the extent a response is required, Bumble denies the remaining
16 allegations in Paragraph 130. Bumble further denies that certification of any class would be
17 appropriate in this action.

18 **FOURTH CLAIM FOR RELIEF**

19 **Violations of California Business & Professions Code §§ 17200, et seq.** 20 **(On behalf of Plaintiff King and the ARL Class)**

21 **Response to Paragraph 131:** Bumble incorporates by reference its responses to the preceding
22 paragraphs of Plaintiffs' Third Amended Complaint as if fully set forth herein. Paragraph 131 consists
23 of Plaintiffs' legal conclusions and characterizations of their allegations, which do not require a
24 response. To the extent a response is required, Bumble denies the allegations in Paragraph 131.
25 Bumble further denies that certification of any class would be appropriate in this action.

26 **Response to Paragraph 132:** Bumble denies that it has engaged in any unfair or fraudulent
27 business practices. The remaining allegations in Paragraph 132 consist of Plaintiffs' legal conclusions
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1 and characterizations of their allegations, which do not require a response. To the extent a response
2 is required, Bumble denies the remaining allegations in Paragraph 132.

3 **Response to Paragraph 133:** Paragraph 133 consists of Plaintiffs' legal conclusions and
4 characterizations of their allegations, which do not require a response. To the extent a response is
5 required, Bumble denies the allegations in Paragraph 133.

6 **Response to Paragraph 134:** Paragraph 134 consists of Plaintiffs' legal conclusions and
7 characterizations of their allegations, which do not require a response. To the extent a response is
8 required, Bumble denies the allegations in Paragraph 134 and reserves all rights concerning further
9 amendment of Plaintiffs' complaint.

10 **Response to Paragraph 135:** Paragraph 135 consists of Plaintiffs' legal conclusions and
11 characterizations of their allegations, which do not require a response. To the extent a response is
12 required, Bumble admits that the UCL contains the quoted language. Bumble denies the remaining
13 allegations in Paragraph 135.

14 **Response to Paragraph 136:** Bumble denies that Plaintiff King or any other putative class
15 member has been injured or harm. The remaining allegations in Paragraph 136 consist of Plaintiffs'
16 legal conclusions and characterizations of their allegations, which do not require a response. To the
17 extent a response is required, Bumble denies the remaining allegations in Paragraph 136. Bumble
18 further denies that certification of any class would be appropriate in this action.

19 **Response to Paragraph 137:** Paragraph 137 consists of Plaintiffs' legal conclusions and
20 characterizations of their allegations, which do not require a response. To the extent a response is
21 required, Bumble denies the allegations in Paragraph 137.

22 **Response to Paragraph 138:** Bumble denies that its actions have resulted in any injury to
23 Plaintiff King or any other putative class member. The remaining allegations in Paragraph 138 consist
24 of Plaintiffs' legal conclusions and characterizations of their allegations, which do not require a
25 response. To the extent a response is required, Bumble denies the remaining allegations in Paragraph
26 138. Bumble further denies that certification of any class would be appropriate in this action.

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1 **Response to Paragraph 139:** Paragraph 139 consists of Plaintiffs' legal conclusions and
2 characterizations of their allegations, which do not require a response. To the extent a response is
3 required, Bumble denies the allegations in Paragraph 139.

4 **Response to Paragraph 140:** Bumble denies that Plaintiff King or any other putative class
5 member has suffered economic injuries. The remaining allegations in Paragraph 140 consist of
6 Plaintiffs' legal conclusions and characterizations of their allegations, which do not require a response.
7 To the extent a response is required, Bumble denies the remaining allegations in Paragraph 140.
8 Bumble further denies that certification of any class would be appropriate in this action.

9 **Response to Paragraph 141:** Paragraph 141 consists of Plaintiffs' legal conclusions and
10 characterizations of their allegations, which do not require a response. To the extent a response is
11 required, Bumble denies the allegations in Paragraph 141.

12 **Response to Paragraph 142:** Bumble lacks knowledge or information sufficient to form a
13 belief as to Plaintiff King or other putative class members' beliefs and hypothetical course of conduct
14 and, on that basis, denies such allegations. The remaining allegations in Paragraph 142 consist of
15 Plaintiffs' legal conclusions and characterizations of their allegations, which do not require a response.
16 To the extent a response is required, Bumble denies the remaining allegations in Paragraph 142.
17 Bumble further denies that certification of any class would be appropriate in this action.

18 **Response to Paragraph 143:** Bumble denies that Plaintiff King or any other putative class
19 member has suffered damages. The remaining allegations in Paragraph 143 consist of Plaintiffs' legal
20 conclusions and characterizations of their allegations, which do not require a response. To the extent
21 a response is required, Bumble denies the remaining allegations. Bumble further denies that
22 certification of any class would be appropriate in this action.

23 **Response to Paragraph 144:** Bumble denies that Plaintiff King or any other putative class
24 member is entitled to restitution or injunctive relief. The remaining allegations in Paragraph 144
25 consist of Plaintiffs' legal conclusions and characterizations of their allegations, which do not require
26 a response. To the extent a response is required, Bumble denies the remaining allegations in Paragraph
27 144. Bumble further denies that certification of any class would be appropriate in this action.
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1 To the extent a response is required, Bumble denies the remaining allegations in Paragraph 148.
2 Bumble further denies that certification of any class would be appropriate in this action.

3 **Response to Paragraph 149:** Bumble denies that any named Plaintiff or any other putative
4 class member has suffered economic harm. Bumble also denies that it received a benefit at the expense
5 of named Plaintiffs or other putative class members. Paragraph 148 pertains to a named Plaintiff who
6 was dismissed from the case by the Court in its February 11, 2020 order. As such, no response is
7 required to the allegations regarding Wess in Paragraph 149. The remaining allegations in Paragraph
8 149 consist of Plaintiffs' legal conclusions and characterizations of their allegations, which do not
9 require a response. To the extent a response is required, Bumble denies the remaining allegations in
10 Paragraph 149. Bumble further denies that certification of any class would be appropriate in this
11 action.

12 **Response to Paragraph 150:** Bumble denies that it owes money to any of the named Plaintiffs
13 or any other putative class members. Paragraph 150 pertains to a named Plaintiff who was dismissed
14 from the case by the Court in its February 11, 2020 order. As such, no response is required to the
15 allegations regarding Wess in Paragraph 150. The remaining allegations in Paragraph 150 consist of
16 Plaintiffs' legal conclusions and characterizations of their allegations, which do not require a response.
17 To the extent a response is required, Bumble denies the remaining allegations in Paragraph 150.
18 Bumble further denies that certification of any class would be appropriate in this action.

19 **SIXTH CLAIM FOR RELIEF**
20 **Common Count: Money Had and Received**
21 **In the Alternative**
22 **(On Behalf of Plaintiff King and the ARL Class)**

23 **Response to Paragraph 151:** Bumble incorporates by reference its responses to the preceding
24 paragraphs of Plaintiffs' Third Amended Complaint as if fully set forth herein. Paragraph 151 consists
25 of Plaintiffs' legal conclusions and characterizations of their allegations, which do not require a
26 response. To the extent a response is required, Bumble admits that Plaintiff King purports to bring a
27 class claim under California's Automatic Renewal Law. Bumble denies the remaining allegations in
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1 Paragraph 151. Bumble further denies that certification of any class would be appropriate in this
2 action.

3 **Response to Paragraph 152:** Bumble admits that Plaintiff King was charged for a Bumble
4 Boost subscription but lacks knowledge or information sufficient to form a belief regarding whether
5 it also received money from putative class members and, on that basis, denies the allegations. Bumble
6 further denies that certification of any class would be appropriate in this action.

7 **Response to Paragraph 153:** Bumble denies that it owes any money to Plaintiff King or the
8 putative class members. To the extent there are any remaining allegations in Paragraph 153, Bumble
9 denies those allegations.

10 **Response to Paragraph 154:** Bumble admits that it has not issued a refund to Plaintiff King.
11 Bumble lacks knowledge or belief sufficient to form a belief regarding whether it has issued a refund
12 to putative class members, and on that basis, denies the allegations. Bumble further denies that
13 certification of any class would be appropriate in this action.

14 **Response to Paragraph 155:** Bumble denies that Plaintiff King or any other putative class
15 member is entitled to relief. Bumble further denies that certification of any class would be appropriate
16 in this action.

17 **PRAYER FOR RELIEF**

18 **Response to the Prayer for Relief:** Paragraphs (a)-(g) of the Prayer for Relief set out the
19 relief Plaintiffs request and as such do not require a response. To the extent a response is necessary,
20 Bumble denies that Plaintiffs are entitled to any of the requested relief and denies and that is liable in
21 any manner or has engaged in any unlawful or wrongful conduct whatsoever.

22 **JURY TRIAL DEMAND**

23 Plaintiffs' demand for a trial by jury does not require a response by Bumble.

24 **BUMBLE'S AFFIRMATIVE DEFENSES**

25 As further, separate defenses, without assuming the burden of proof any such defense that rests
26 with Plaintiff, Bumble states as follows:

27 **FIRST DEFENSE**

28 The Third Amended Complaint fails to state a claim upon which relief may be granted.

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SECOND DEFENSE

This action is not properly maintainable as a class action as alleged by Plaintiffs, and Plaintiffs are not proper class representatives.

THIRD DEFENSE

Each of the alleged claims is barred, in whole or in part, because Plaintiffs and putative class members agreed to a class action waiver.

FOURTH DEFENSE

Each of the alleged claims is barred, in whole or in part, because the actions complained of were taken after providing adequate notice to the relevant individual as required by law.

FIFTH DEFENSE

Each of the alleged claims for unlawful business practices is barred, in whole or in part, because the conduct complained of is permitted by law.

SIXTH DEFENSE

Statutory damages available under any of the alleged claims should not be awarded or should otherwise be limited because: (i) such an award would violate the substantive and/or procedural safeguards guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution, by Article 1, Section 7 of the California Constitution, and by the common law; (ii) the imposition of such an award would constitute an excessive fine or penalty under the Eighth Amendment to the United States Constitution and/or Article 1, Section 17 of the California Constitution.

SEVENTH DEFENSE

Plaintiffs lack standing to assert any claim because Plaintiffs did not suffer any legally cognizable harm.

EIGHTH DEFENSE

Plaintiffs lack standing to pursue injunctive relief because they do not currently subscribe to Bumble Boost and have not alleged that they might subscribe to Bumble Boost in the future.

NINTH DEFENSE

Each of the alleged claims is barred, in whole or in part, by the doctrine of estoppel and acquiescence.

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TENTH DEFENSE

Each of the alleged claims is barred, in whole or in part, by the doctrine of laches.

ELEVENTH DEFENSE

Each of the alleged claims is barred, in whole or in part, by the doctrine of waiver.

TWELFTH DEFENSE

Each of the alleged claims is barred, in whole or in part, because the actions complained of were taken with the consent of the relevant individual.

THIRTEENTH DEFENSE

Each of the alleged claims for unlawful business practices is barred, in whole or in part, because the conduct complained of is permitted by law.

THIRTEENTH DEFENSE

Each of the alleged claims is barred, in whole or in part, by the doctrine of unclean hands.

RESERVATION OF DEFENSES

Bumble hereby gives notice that it intends to rely upon such other defenses or affirmative defenses as may become available or apparent during discovery and hereby reserves the right to assert any such additional defenses or affirmative defenses.

WHEREFORE, Bumble prays for judgment as follows:

- 1. That Plaintiffs take nothing by way of their Third Amended Complaint.
- 2. That the Court enter judgment for Bumble.
- 3. For costs and reasonable attorney’s fees incurred in defense of this action; and
- 4. For other such other and further relief as the Court may deem proper.

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Dated: February 25, 2020

COOLEY LLP
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