

1 Todd M. Friedman (216752)
Adrian R. Bacon (280332)
2 **LAW OFFICES OF TODD M. FRIEDMAN, P.C.**
21550 Oxnard Street, Suite 780
3 Woodland Hills, CA 91367
Telephone: (216) 220-6496
4 Facsimile: (866) 633-0028
tfriedman@toddfllaw.com
5 abacon@toddfllaw.com

6 Steven S. Soliman (285049)
7 **THE SOLIMAN FIRM**
245 Fischer Avenue, Ste. D-1
8 Costa Mesa, CA 92626
Telephone: 714-491-4111
9 Fax: 714-491-4111
10 ssoliman@thesolimanfirm.com

11 **Attorneys for Plaintiff and all others similarly situated**

12 **SUPERIOR COURT OF CALIFORNIA**
13 **COUNTY OF RIVERSIDE**

14 KIRILOSE MANSOUR, individually on
behalf of himself and all others similarly
15 situated,

16 Plaintiff,

17 vs.

18 BUMBLE TRADING, INC., a Delaware
19 corporation; and DOES 1 through 10,
20 inclusive, and each of them,
Defendants.

) Case No. RIC1810011

) **CLASS ACTION**

) **FIRST AMENDED COMPLAINT FOR**
) **VIOLATIONS OF:**

-) (1) **Unruh Civil Rights Act, Cal. Civ.**
) **Code §§ 51, et seq.;**
-) (2) **Violation of Unfair Competition Law**
) **(Cal. Business & Professions Code**
) **§§ 17200 et seq.)**

) **DEMAND FOR JURY TRIAL**

1 **INTRODUCTION**

2 1. KIRILOSE MANSOUR (“Plaintiff”), by Plaintiff’s attorneys, brings this Class
3 Action Complaint, for himself and others similarly situated, seeking damages and any other
4 available legal or equitable remedies resulting from the illegal actions of defendant BUMBLE
5 TRADING, INC. (hereinafter “Defendant” or “Bumble”), and DOES 1 through 10 (collectively
6 “Defendants”), with regard to Bumble’s misleading and illegal business practices, specifically
7 the gender discrimination aimed at males who are ungiven unequal access to the full capabilities
8 of the application as compared to their female counterpart Bumble users, in violation of the
9 Unruh Civil Rights Act, Cal. *Civ. Code* §§ 51, *et seq.*, and Unfair Competition Law, Business
10 and Professions Code §§ 17200, *et seq.* that caused Plaintiff and other consumers damages.

11 2. Plaintiff brings this Class Action against Defendants, and each of them, pursuant
12 to California Code of Civil Procedure § 382. All allegations in this Class Action Complaint
13 (“Complaint”) are based upon information and belief, except for those allegations which pertain
14 to the Plaintiff named herein and his counsel. Plaintiff’s information and beliefs are based upon,
15 inter alia, the investigation conducted to date by Plaintiff and his counsel. Each allegation in this
16 Complaint either has evidentiary support or is likely to have evidentiary support after a
17 reasonable opportunity for further investigation and discovery.

18 3. Plaintiff makes these allegations on information and belief, with the exception of
19 those allegations that pertain to a Plaintiff, or to a Plaintiff’s counsel, which Plaintiff alleges on
20 personal knowledge.

21 4. While many violations are described below with specificity, this Complaint
22 alleges violations of the statutes cited in their entirety.

23 5. Unless otherwise stated, Plaintiff alleges that any violations by Defendants were
24 knowing and intentional, and that Defendants did not maintain procedures reasonably adapted
25 to avoid any such violation.

26 6. Unless otherwise indicated, the use of any Defendants’ name in this Complaint
27 includes all agents, employees, officers, members, directors, heirs, successors, assigns,
28 principals, trustees, sureties, subrogees, representatives, and insurers of that Defendants’ name.

1 **JURISDICTION AND VENUE**

2 7. This Court has jurisdiction over the alleged violations of the Unruh Civil Rights
3 Act, Cal. *Civ. Code* §§ 51, *et seq.*, and Unfair Competition Law, Business and Professions Code
4 §§ 17200, *et seq.*

5 8. On information and belief, and at all times relevant, Defendants operate and are
6 doing business under the brand name of Bumble. Defendants, and each of them, do business
7 throughout the State of California. Further, Defendants’ principle place of business and
8 corporate headquarters is in San Francisco, California according to the Secretary of State
9 website.

10 9. The unlawful acts alleged herein have a direct effect on Plaintiff and other
11 employees similarly situated within the State of California. Plaintiff and the Class Members have
12 suffered damages and will continue to suffer the same harm as the Representative Plaintiff as a
13 result of Defendants’, and each Defendant’s, wrongful conduct unless the relief requested herein
14 is granted.

15 10. Because Defendants conducted business within the State of California at all time
16 relevant, personal jurisdiction is established.

17 **PARTIES**

18 11. Plaintiff is an individual who resides in the County Riverside, State of California
19 and a “person” as defined by Cal. *Bus. & Prof. Code* § 17201. Plaintiff is a member of the
20 putative class defined herein.

21 12. Plaintiff is informed and believes, and thereon alleges, that Defendant Bumble
22 Trading, Inc. is a corporation incorporated under the laws of Delaware, with its principal place
23 of business in San Francisco, California.

24 13. The above named Defendants, and their subsidiaries and agents, are collectively
25 referred to as “Defendants.” The true names and capacities of the Defendants sued herein as
26 DOE DEFENDANTS 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore
27 sues such Defendants by fictitious names. Each of the Defendants designated herein as a DOE
28 is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of Court to

1 amend the Complaint to reflect the true names and capacities of the DOE Defendants when such
2 identities become known.

3 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
4 each and every defendant was acting as an agent and/or employee of each of the other
5 Defendants, and was the owner, agent, servant, joint venturer and employee, each of the other
6 and each was acting within the course and scope of its ownership, agency, service, joint venture
7 and employment with the full knowledge and consent of each of the other Defendants. Plaintiff
8 is informed and believes, and thereon alleges, that each of the acts and/or omissions complained
9 of herein was made known to, and ratified by, each of the other Defendants.

10 15. At all times mentioned herein, each and every defendant was the successor of the
11 other and each assumes the responsibility for each other's acts and omissions.

12 **FACTUAL ALLEGATIONS**

13 General Background

14 16. In or around mid-2018 Plaintiff downloaded an application ("app") called
15 Bumble from Defendant onto his iPhone mobile device. Bumble is an online version of a
16 nightclub where single people meet. Bumble markets itself as a dating application for mobile
17 phones¹.

18 17. Bumble utilizes a user's location using the GPS built into their phone, then uses
19 their Facebook information to create a profile. A Bumble profile is made up of a user's first
20 name, location, age, photos and other information the user chooses to share about themselves in
21 an "About" section.

22 18. Bumble then finds a user potential matches within a nearby geographical radius,
23 and suggests potential matches, which a user has the option to like or pass.

24 19. One of Bumble's primary draw for consumers is a feature known as a "swipe,"
25 which is the act of swiping one's finger on their smart phone's touch screen within the Bumble
26 app either right or left, in order to approve or pass, respectively, on a suggested potential match.

27
28

¹ See Bumble's website at www.bumble.com.

1 If both users “swipe right” and “match” with one another, Bumble will create a private line of
2 communication between the individuals.

3 *Unlawful Discrimination Based on Gender*

4 20. On information and belief, sometime in 2018, Bumble introduced its “Bumble
5 Boost” services, a paid service provided only to male users which promises to give consumers
6 the ability to “take control of your dating experience,” “double your matches,” and to “start
7 increasing your matches right away.”²

8 21. However, only the female is given the ability to message the male first. If 24
9 hours pass after the “match” without the female sending the male a message, the “match” then
10 disappears and the male is never given an opportunity to send the female a message.³

11 22. According to Bumble, this service is offered for \$8.99 per week, or the user may
12 make an increased payment for additional time with the service. Defendant offers no discounts
13 for its Bumble Boost services, unless consumers purchase the service for extended periods of
14 time.

15 23. In mid-2018, Plaintiff, a 30-year-old male, purchased a subscription to Bumble
16 Boost, for \$8.99, to take advantage of the supplemental services provided and to increase his
17 likelihood of meeting someone through the app.

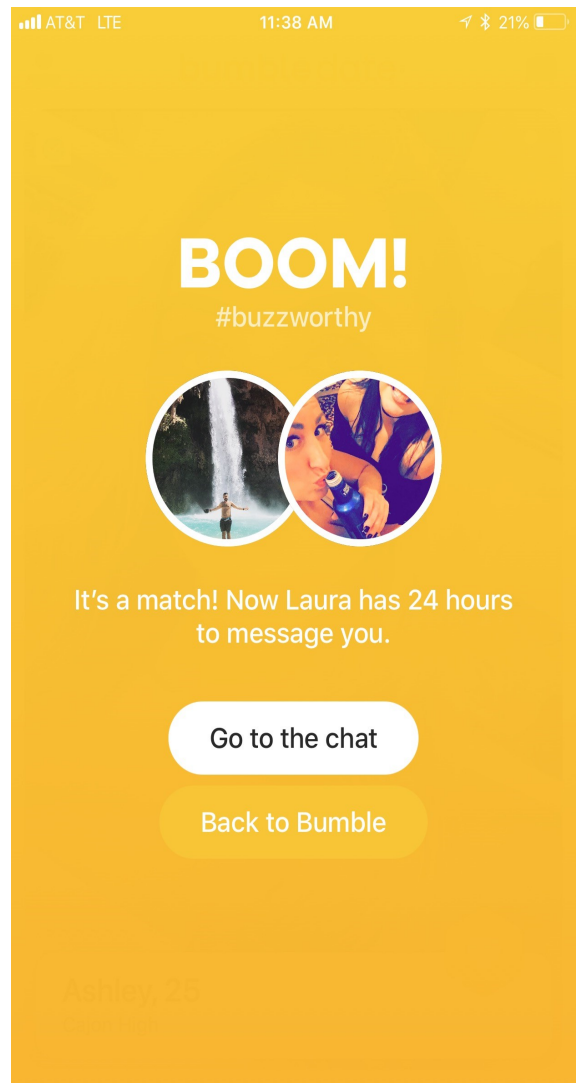
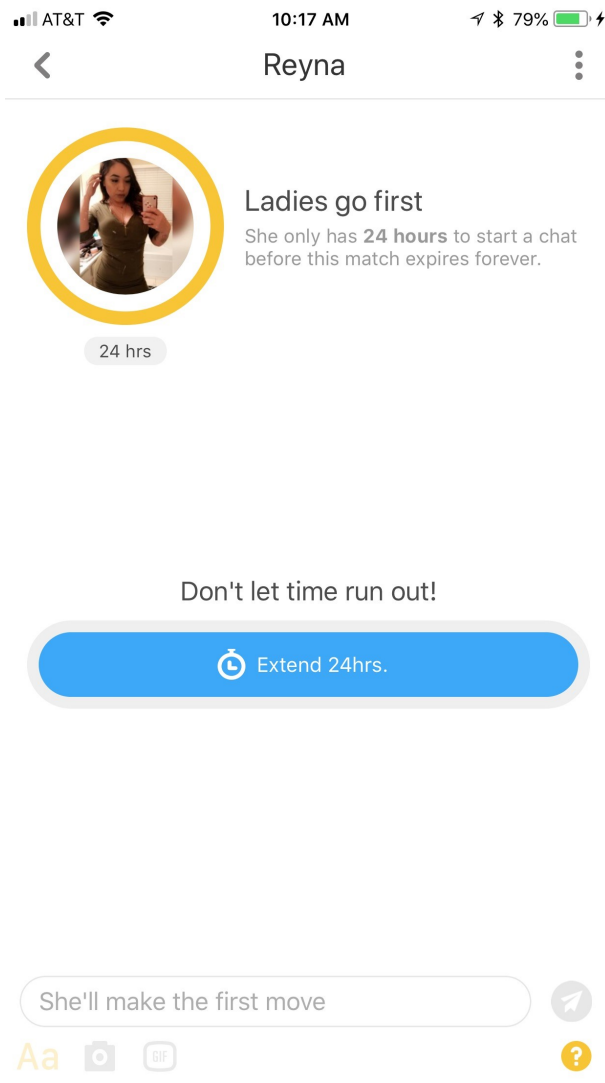
18 24. In downloading the Bumble app in mid-2018, Plaintiff immediately paid for
19 “Bumble Boost” after he was informed, by various advertisements, promotions, and websites
20 that doing so would lead to more matches.

21 25. Plaintiff alleges on information and belief that when he purchased Bumble Boost
22 in mid 2018, Bumble discriminated against him because of gender because only the females were
23 given the ability to send the first message after a match was made. A true and correct copy of
24 the screenshots of Defendant’s app from Plaintiff’s iPhone in 2018 is shown as follows:

25
26 _____
27 ² <http://thebeehive.bumble.com/bumbleblog/introducing-bumble-boost?rq=boost>

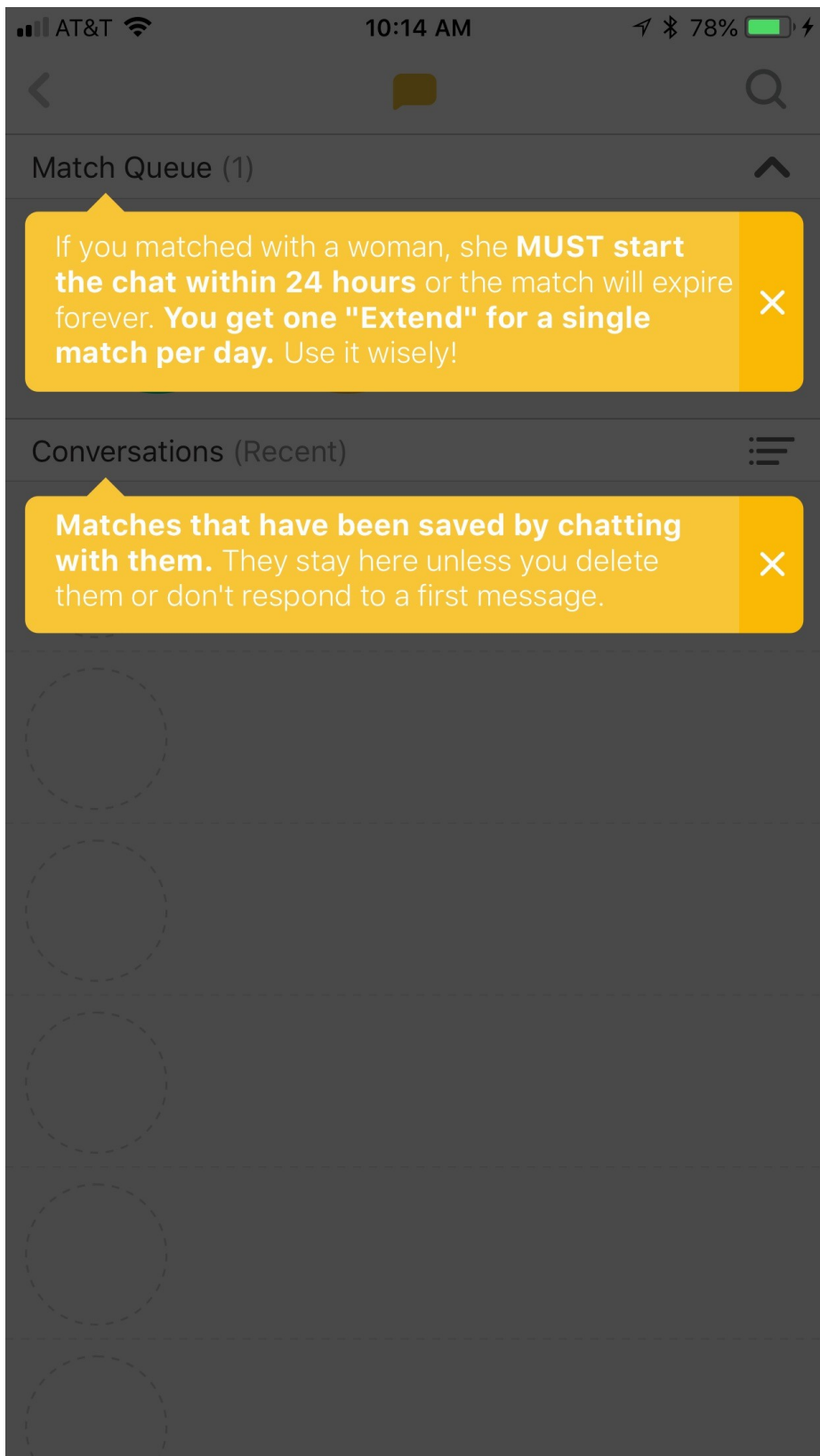
28 ³ This is true even for males who have not paid for “Bumble Boost” and are using only the free Bumble service.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



26. As shown in the following screenshots, Defendant's App unfair and discriminatorily charges men to preserve their right to chat with women while giving women. The same is not true when a woman decides that she wants to initiate a chat or match with a male user of Defendant's service:

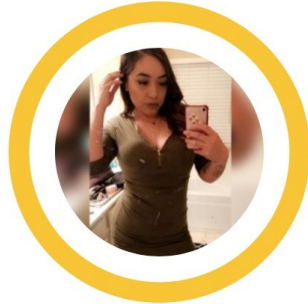
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Reyna



Ladies go first

She only has **24 hours** to start a chat before this match expires forever.

24 hrs

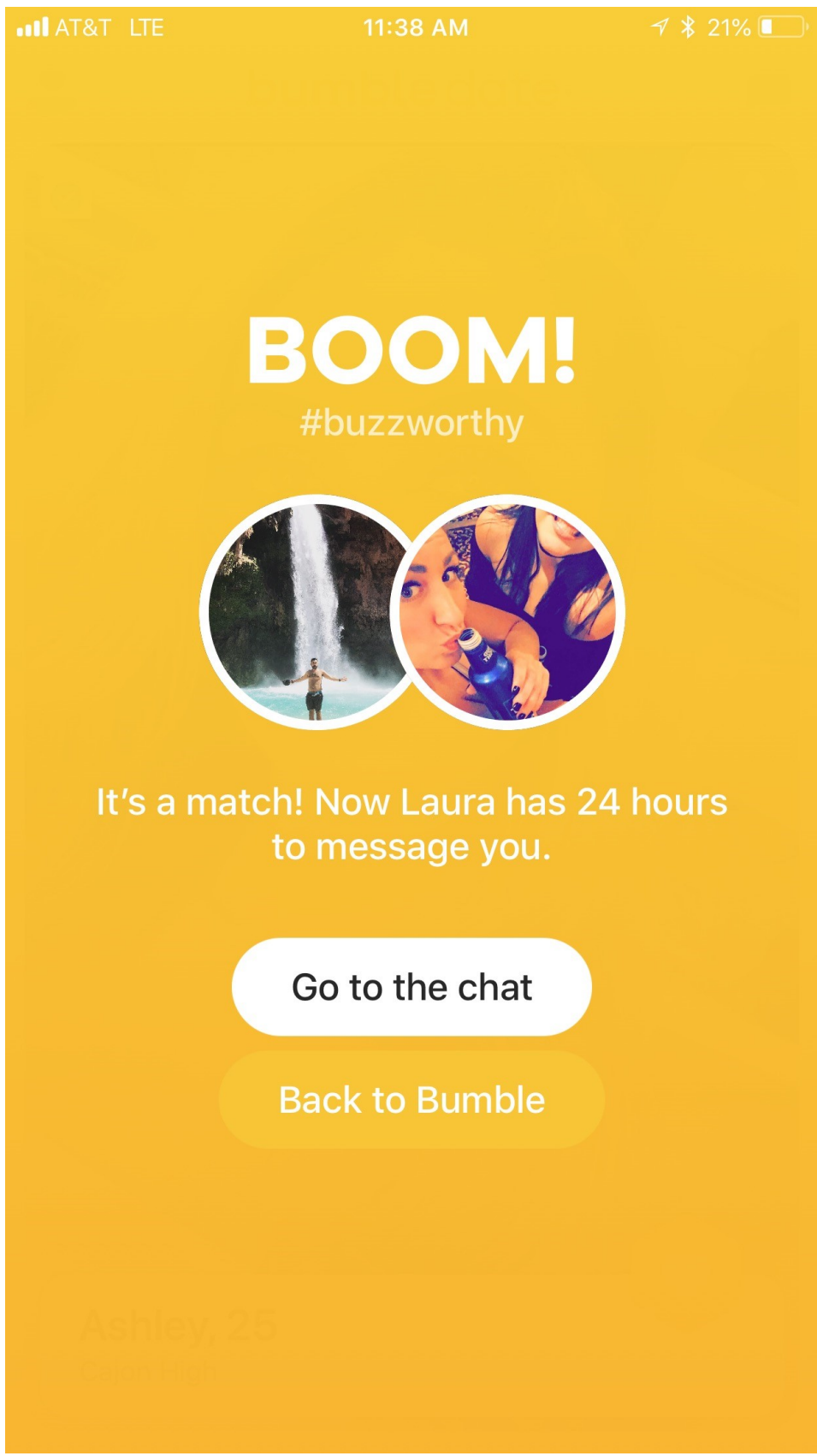
Don't let time run out!

Extend 24hrs.

She'll make the first move



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



1 34. The identity of the individual members is ascertainable through Defendant's
2 and/or Defendant's agents' records or by public notice.

3 35. This action is brought, and may properly be maintained, as a Class Action under
4 California Code of Civil Procedure § 382 because there is a well-defined community of interest
5 in the litigation and the proposed Class is easily ascertainable. This action satisfies the
6 predominance, typicality, numerosity, superiority, and adequacy requirements of these
7 provisions.

8 36. Plaintiff will fairly and adequately protect the interest of the Class.

9 37. Plaintiff has retained counsel experienced in consumer class action litigation.

10 38. Plaintiff's claims are typical of the claims of the Class, which all arise from the
11 same operative facts involving Defendant's practices.

12 39. A class action is a superior method for the fair and efficient adjudication of this
13 controversy.

14 40. Class-wide damages are essential to induce Defendants to comply with the federal
15 and state laws alleged in the Complaint.

16 41. Class members are unlikely to prosecute such claims on an individual basis since
17 the individual damages are small. Management of these claims is likely to present significantly
18 fewer difficulties than those presented in many class claims, e.g., securities fraud.

19 42. Plaintiff and the Class seek injunctive relief against Defendants to prevent
20 Defendants from forcing consumers to purchase a subscription for Defendant's app and to
21 prevent Defendants from granting privileges to one gender that are not available to the other.

22 43. Defendant has acted on grounds generally applicable to the Class thereby making
23 appropriate final declaratory relief with respect to the Class as a whole.

24 44. Members of the Class are likely to be unaware of their rights.

25 45. Plaintiffs request certification of a hybrid class combining the elements of Fed.
26 R. Civ. P. 23(b)(3) for monetary damages and Fed. R. Civ. P. 23(b)(2) for equitable relief.

27 46. This action is properly maintainable as a class action. This action satisfies the
28 numerosity, typicality, adequacy, predominance and superiority requirements for a class action.

1 47. Numerosity: The proposed Class is so numerous that individual joinder of all
2 members is impracticable. Due to the nature of the trade and commerce involved, Plaintiff does
3 not know the number of members in the Class, but believes the Class members number in the
4 thousands, if not more. Plaintiff alleges that the Class may be ascertained by the records
5 maintained by Defendants.

6 48. Plaintiff and members of the Class were harmed by the acts of Defendant(s) in at
7 least the following ways: violation of the Unruh Civil Rights Act, *Cal. Civ. Code* §§ 51, et seq.,
8 and Business and Professions Code §§ 17200, *et seq.* that caused Plaintiff and other consumers
9 damages.

10 49. Common Questions of Law and Fact Predominate: The questions of law and fact
11 common to the Class predominate over questions affecting only individual class members, in
12 that the claims of all Class members for each of the claims herein can be established with
13 common proof, and include, but are not limited to, the following:

- 14 (a) Whether Defendants' gender-based benefit differentiation violated the Unruh
15 Civil Rights Act, *Cal. Civ. Code* §§ 51 *et seq.*
- 16 (b) The proper formula(s) for calculating and/or restitution owed to Class members;
- 17 (c) Whether members of the Class are entitled to statutory damages;
- 18 (d) Whether members of the Class are entitled to declaratory relief; and,
- 19 (e) Whether members of the Class are entitled to injunctive relief.

20 50. Typicality: Plaintiff's claims are typical of the claims of members of the Class,
21 as Plaintiff was subject to the same common course of conduct by Defendant(s) as all Class
22 members. The injuries to each member of the Class were caused directly by Defendant(s)'
23 wrongful conduct as alleged herein.

24 51. Adequacy of Representation: Plaintiff will fairly and adequately represent and
25 protect the interests of the Class. Plaintiff has retained counsel with substantial experience in
26 handling complex class action litigation. Plaintiff and his counsel are committed to prosecuting
27 this action vigorously on behalf of the Class, and have financial resources to do so.

28 52. Superiority of Class Action: A class action is superior to other available methods

1 for the fair and efficient adjudication of the present controversy. Class members have little
2 interest in individually controlling the prosecution of separate actions because the individual
3 damage claims of each Class member are not substantial enough to warrant individual filings.
4 In sum, for many, if not most, Class members, a class action is the only feasible mechanism that
5 will allow them an opportunity for legal redress and justice. The conduct of this action as a class
6 action in this forum, with respect to some or all of the issues presented herein, presents fewer
7 management difficulties, conserves the resources of the parties and of the court system, and
8 protects the rights of each Class member.

9 53. Moreover, individualized litigation would also present the potential for varying,
10 inconsistent, or incompatible standards of conduct for Defendants, and would magnify the delay
11 and expense to all parties and to the court system resulting from multiple trials of the same factual
12 issues. The adjudication of individual Class members' claims would also, as a practical matter,
13 be dispositive of the interests of other members not parties to the adjudication, and could
14 substantially impair or impede the ability of other Class members to protect their interests.

15 54. Plaintiff and the members of the Class have suffered and will continue to suffer
16 harm as a result of Defendant(s)' unlawful and wrongful conduct. Defendant(s) have acted, or
17 refused to act, on grounds generally applicable to the Class, thereby making appropriate final
18 and injunctive relief with regard to the members of the Class as a whole.

19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF THE UNRUH CIVIL RIGHTS ACT**

21 **(CALIFORNIA CIVIL CODE §§ 51, ET SEQ.)**

22 **(Against All Defendants on Behalf of Plaintiff and the Class)**

23 55. Plaintiff hereby incorporates by reference and re-alleges each and every
24 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
25 forth herein.

26 56. California's Unruh Civil Rights Act ("UCRA"), Cal. Civ. Code §§51, et seq.,
27 prohibits arbitrary discrimination by businesses on the basis of specified classifications,
28 including age and gender

1 57. The objective of the Unruh Civil Rights Act is to prohibit businesses from
2 engaging in unreasonable, arbitrary or invidious discrimination. The Unruh Civil Rights Act
3 applies not merely in situations where businesses exclude individuals altogether, but where
4 treatment is unequal. For purposes of the Unruh Civil Rights Act, unequal treatment includes
5 offering benefits to females that are not provided to males using the same product for the same
6 purpose. There is no requirement that the aggrieved party must demand equal treatment and be
7 refused.

8 58. UCRA must be liberally construed to accomplish this purpose.

9 59. Defendants discriminated in violation of a reasonable regulation, and the
10 discrimination was not rationally related to the services it performs.

11 60. The Act's remedial provisions are set forth in Cal. *Civ. Code* § 52(a), which
12 provides:

13 Whoever denies, aids or incites a denial, or makes any
14 discrimination or distinction contrary to Section 51, 51.5, or 51.6,
15 is liable for each and every offense for the actual damages and any
16 amount that may be determined by a jury, or a court sitting without
17 a jury, up to a maximum of three times the amount of actual
18 damage but in no case less than four thousand dollars (\$4,000), and
19 any attorney's fees that may be determined by the court in addition
20 thereto, suffered by any person denied the rights provided in
21 Section 51, 51.5, or 51.6.

22 61. Plaintiff need not prove that he suffered actual damages to recover the
23 independent statutory damages of \$4,000. Plaintiff and the members of the Class were injured
24 by Bumble's violations of Cal. *Civ. Code* § 51, et seq. and bring this action to recover statutory
25 damages and attorney's fees.

1 **SECOND CAUSE OF ACTION**

2 **Violation of Unfair Business Practices Act**

3 *(Cal. Bus. & Prof. Code §§ 17200 et seq.)*

4 **(Against All Defendants on Behalf of Plaintiff and the Class)**

5 62. Plaintiff hereby incorporates by reference and re-alleges each and every
6 allegation set forth in each and every preceding paragraph of this Complaint, as though fully set
7 forth herein.

8 63. Actions for relief under the unfair competition law may be based on any business
9 act or practice that is within the broad definition of the UCL. Such violations of the UCL occur
10 as a result of unlawful, unfair or fraudulent business acts and practices. A plaintiff is required
11 to provide evidence of a causal connection between a defendant's business practices and the
12 alleged harm--that is, evidence that the defendant's conduct caused or was likely to cause
13 substantial injury. It is insufficient for a plaintiff to show merely that the defendant's conduct
14 created a risk of harm. Furthermore, the "act or practice" aspect of the statutory definition of
15 unfair competition covers any single act of misconduct, as well as ongoing misconduct.

16 **UNLAWFUL**

17 64. California Business and Professions Code Section 17200, et seq. prohibits "any
18 unlawful...business act or practice."

19 65. As explained above, Defendants discriminated against males by offering benefits
20 to females that are not provided to males using the same product for the same purpose. More
21 specifically, Defendants prevent males from messaging the females they match with, and instead
22 only gave females the option to message the males within twenty-four hours before the match
23 disappears entirely.

24 66. In doing so, Defendants violated the California Civil Code §§ 51, et seq. which
25 makes its practices unlawful.

26 67. Defendants have thus engaged in unlawful business acts entitling Plaintiff and
27 Class Members to judgment and equitable relief against Defendants, as set forth in the Prayer
28 for Relief. Additionally, pursuant to Business and Professions Code section 17203, Plaintiff and

1 Class Members seek an order requiring Defendants to immediately cease such acts of unlawful
2 business practices and requiring Defendants to correct its actions.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for relief and
5 judgment as follows:

- 6 1. Certifying the Class as requested herein;
 - 7 2. That the Court determine that this action may be maintained as a class action under
8 Code of Civil Procedure § 382;
 - 9 3. That the Court find that Defendants have committed unfair and unlawful business
10 practices, in violation of California Business and Professions Code §17200, et seq.,
11 by their violations of the Unruh Act as described above;
 - 12 4. That Defendants further be enjoined to cease and desist from unlawful and/or unfair
13 activities in violation of Business and Professions Code §17200, pursuant to §17203;
 - 14 5. Providing such further relief as may be just and proper.
 - 15 6. Appointing Plaintiff and his counsel to represent the Class;
 - 16 7. Restitution of the funds improperly obtained by Defendants;
 - 17 8. Any and all statutory enhanced damages, including statutory damages pursuant to the
18 Unruh Act violations;
 - 19 9. All reasonable and necessary attorneys' fees and costs provided by statute, common
20 law or the Court's inherent power;
 - 21 10. For equitable and injunctive relief, including public injunctive relief prohibiting
22 Defendant's discriminatory practices;
 - 23 11. Any and all other relief that this Court deems just and proper.
- 24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

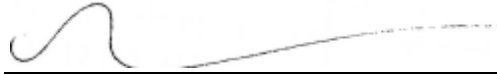
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury for all such triable claims.

Dated: January 6, 2021

Respectfully submitted,

By:



Todd M. Friedman, Esq. (SBN 216752)
Adrian R. Bacon, Esq. (SBN 280332)
LAW OFFICES OF TODD M. FRIEDMAN, P.C.

Steven Soliman, Esq. (SBN 285049)
THE SOLIMAN FIRM

*Attorneys for Plaintiff and all other similarly
situated.*

PROOF OF SERVICE

1 I am employed in the County of Los Angeles, State of California. I am over the age of
2 18 and not a party to the within action. My business Address is 21550 Oxnard Street, Suite
3 780, Woodland Hills, CA 91367.

4 On November 23, 2020, I served the following document(s) described
5 as: **FIRST AMENDED COMPLAINT** on all interested parties in this action by placing:

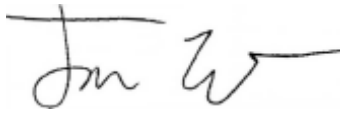
- 6 a true copy
7 the original thereof enclosed in sealed envelope(s) addressed as follows:

8 Rita Hauesler
9 HUGHES HUBBARD & REED LLP
10 rita.haesler@hugheshubbard.com
11 Attorneys for Defendant

12 BY EMAIL.

13 STATE – I declare under penalty of perjury under the laws of the State of California
14 that
15 the above is true and correct.

16 Executed on January 6, 2021, at Woodland Hills, California.

17
18
19
20
21
22
23
24
By: 
Thomas Wheeler