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11
 12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA
 14 SAN JOSE DIVISION
 15

16 ANGEL FRALEY; PAUL WANG; SUSAN
 17 MAINZER; JAMES H. DUVAL, a minor,
 by and through JAMES DUVAL, as
 18 Guardian ad Litem; and WILLIAM TAIT, a
 minor, by and through RUSSELL TAIT, as
 19 Guardian ad Litem; individually and on
 behalf of all others similarly situated,

20 Plaintiffs,

21 v.

22 FACEBOOK, INC., a corporation; and
 23 DOES 1-100,

24 Defendants.
 25
 26

Case No. CV 11-01726 LHK PSG

**SECOND AMENDED CLASS
 ACTION COMPLAINT FOR
 DAMAGES**

CLASS ACTION

DEMAND FOR JURY TRIAL

- 1. CAL. CIV. CODE § 3344
- 2. UNFAIR COMPETITION
- 3. UNJUST ENRICHMENT

Courtroom: 4

Judge: Hon. Lucy H. Koh

Trial Date: None Set

1 1. Plaintiffs ANGEL FRALEY, PAUL WANG and SUSAN MAINZER, JAMES H.
2 DUVAL, a minor, by and through JAMES DUVAL as Guardian ad Litem, and WILLIAM
3 TAIT, a minor, by and through RUSSELL TAIT, as Guardian ad Litem ("Plaintiffs") on
4 behalf of themselves and all others similarly situated, make the following allegations on
5 information and belief, except as to allegations pertaining to Plaintiffs individually, which are
6 based on their respective personal knowledge:

7 **I. INTRODUCTION**

8
9 2. Plaintiffs bring this class action complaint against Facebook, Inc. (hereafter,
10 "FACEBOOK") for appropriating the names, photographs, likenesses and identities of
11 Plaintiffs to advertise products, services or brands for a commercial purpose without
12 Plaintiffs' consent, or the consent of their parents or legal guardians when a minor was
13 involved, for unfair and deceptive business practices, and in violation of FACEBOOK's
14 agreement with Plaintiffs, accepted industry standards, and state law.

15 3. The wrongful conduct by FACEBOOK that is the subject of this complaint arises from
16 what FACEBOOK calls "Sponsored Stories." "Sponsored Stories" is a deceptive phrase;
17 "Sponsored Stories" are neither sponsored in the sense that a benefit is being conveyed free of
18 charge, nor are they stories in the customary sense of the word. They are simply paid
19 advertisements. FACEBOOK intentionally and knowingly created and developed this
20 misleading advertising scheme that improperly uses the names, photographs, likenesses and
21 identities of Plaintiffs to generate substantial profits for FACEBOOK, all without consent, to
22 advertise or sell products or services or brands. Plaintiffs each have a right of publicity under
23 common and statutory law, which entitles them to be compensated for the use of their names,
24 likenesses and/or photographs. Specifically, California Civil Code § 3344 provides expressly
25 for such a right. Plaintiffs have been deprived of such compensation by FACEBOOK.
26
27
28

1 9. Plaintiff James H. Duval is and at all relevant times was a minor, under 18 years of age,
2 residing in Contra Costa County, California. At all relevant times herein, James H. Duval was
3 a facebook.com member. Mr. Duval is a minor who is concerned about being identified with
4 mass-culture and the establishment.

5 10. Plaintiff William Tait is and at all relevant times was a minor, under 18 years of age,
6 residing in the County of Los Angeles, California. At all relevant times herein, William Tait
7 was a facebook.com member.

8 11. Defendant Facebook, Inc. is a corporation organized and existing under the laws of the
9 state of Delaware that maintains its headquarters and principal place of business in Palo Alto,
10 California, operating by and under the laws of California. FACEBOOK conducts business
11 throughout California, the nation and the world. FACEBOOK operates the Internet site
12 facebook.com.

13 12. Defendant Does 1 through 100. Plaintiffs are unaware of the true names and capacities
14 of Does 1 through 100, inclusive, and therefore sue such defendants by fictitious names.
15 Plaintiffs will amend the complaint to show the true names and capacities of the fictitiously
16 named defendants when they are ascertained. Plaintiffs are informed and believe, and on that
17 basis allege, that Does 1 through 100 are agents, joint employers, co-conspirators, employees
18 and/or representatives of the named defendants. Plaintiffs are informed and believe, and on
19 that basis allege, that the fictitiously named defendants are liable to plaintiff and the class
20 members, and each of them, for the conduct and damages alleged herein.
21

22 **IV. FACTUAL ALLEGATIONS**

23 13. Defendant FACEBOOK is an advertising company that owns and operates the world's
24 largest social networking site, facebook.com. FACEBOOK's purpose as a business entity is to
25 generate revenue, which is achieved primarily through the sale of advertising targeted at their
26 users. FACEBOOK requires users ("Members") to register on the site facebook.com in order
27

1 to post content to the site, establish social network relationships within the site, and view most
2 of the content produced by other Members. Members receive an Internet presence on
3 facebook.com where they can exchange highly personal messages through text, images, audio
4 and video, and display equally personal photos, to an explicitly identified group of friends,
5 family and acquaintances, as well as those outside of this group. Facebook.com has become
6 an integral part of the lives of approximately 600 million people around the world and has
7 become the de facto method of communication among friends for a significant portion of
8 these Members. Facebook.com has over 153 million Members in the United States. Over 51
9 million of these are minors.

10 14. FACEBOOK employs a unique lexicon of doublespeak that takes common English
11 words and intentionally contorts their everyday meanings in a way beneficial to FACEBOOK,
12 but misleading to the reader. For example, FACEBOOK deploys a graphic with the word
13 “Like” on it (“Facebook Like button”) found throughout facebook.com and the Internet.
14 When the Facebook Like button appears on third party website, it acts as a link back to the
15 facebook.com website, allowing a Member to interact with their own FACEBOOK profile.
16

17 15. Although the Facebook Like button has the text “like” on it, its use does not always
18 have anything to do with affinity. Registered Members of FACEBOOK are enticed to click on
19 this button to receive special offers, to gain access to other pages of interest, to see photos, or
20 to get notifications of upcoming events, for example. FACEBOOK takes a person’s action of
21 clicking on this Facebook Like button and misrepresents that action by publishing to other
22 Members an affinity that generally does not exist. The result of this is the Member is falsely
23 reported by FACEBOOK to like something they do not. Other examples of such doublespeak
24 abound:

25 a. A FACEBOOK “friend” (“Facebook Friend”) is anyone with whom one
26 Member has given explicit privileges to send and receive messages, see postings,
27

1 photos, or other facebook.com actions taken by the Member, as opposed to a person who
2 one knows and with whom one has a bond of mutual affection.

3 b. A FACEBOOK “story” (“Facebook Story”) is text posted by a Member, or a
4 Facebook action taken by a Member on facebook.com that may appear on a Member’s
5 Facebook Profile Page and in the Facebook News Feeds of other Members. It is almost
6 always a single sentence, and unlike the word ‘story’ as it is properly used, a Facebook
7 Story is not an account of an evolution of events about a person or thing. It is almost
8 always an ephemeral thought, also referred to as a “status update” in the FACEBOOK
9 lexicon.

10 c. FACEBOOK “news” (“Facebook News”) is anything a Member may post on his
11 or her Facebook Profile Page such as, “My cat is adorable” or “I just woke up.” It is the
12 same thing as a Facebook Story.

13 d. A FACEBOOK “sponsor” (“Facebook Sponsor”) is an advertiser, not one who
14 donates money to an entity or provides funds or resources for a project or activity
15 carried out by another. The phrase “Sponsored Stories” is equally misleading
16 terminology intentionally employed by FACEBOOK to avoid the negative connotation
17 of the common phrase “Paid-for advertisement.”
18

19 16. To become a Member of facebook.com, a person must register a profile. FACEBOOK
20 requires its Members to submit their names, email addresses, birth dates, and gender at the
21 time of registration. Members may upload a Facebook Profile Photo—often, a photograph of
22 themselves—which is viewable by anyone, regardless of whether they are a Member or not.
23

24 17. After joining, a Member gets a FACEBOOK “Profile” (“Facebook Profile”) page.
25 Within this Facebook Profile page Members can see, among other things, a Facebook “News
26 Feed” and a “Wall” (“Facebook Wall”).
27

1 18. Members are connected to other Members in relationships called “Friends”. A
2 Facebook Friend is someone to whom you have given explicit permission to post content to
3 your Facebook Wall to see information about you, and to send you messages, among other
4 things.

5 19. The Facebook News Feed displays status updates, photos, URLs, and the like, known as
6 “stories” in the FACEBOOK lexicon, from other facebook.com Members.

7 20. A Member may post information—text, images, web links, and video information—
8 using a variety of methods. This information is fed into the Facebook News Feed of other
9 Members with whom the posting Member is a Facebook Friend.

10 21. FACEBOOK sells highly targeted advertising services that place ads on Members’
11 Facebook Profile Pages and other pages. FACEBOOK enjoys substantial profits from this.

12 22. FACEBOOK offers (or more accurately, imposes upon) Members a variety of features
13 that are enabled by default. FACEBOOK requires Members to proactively disable those
14 features if Members do not want to employ them. These features include “Places” and
15 “Facebook ads.” Many other features cannot be disabled. The advertising scheme known as
16 “Sponsored Stories” is one of those features that cannot be disabled.

17 23. Posting is the main method of interacting with facebook.com and is a feature that is
18 always enabled. A Member Posts by adding text, images, web links, and video information to
19 his or her “News Feed.”
20

21 24. “Check-in” allows a Member to announce to Friends his or her geographical location
22 within the feature Places. This information is also fed into the Member’s “News Feed.” The
23 locations are frequently linked to business establishments. “Check-in” is enabled by default.
24

25 25. The Facebook “Like” feature is a button located on pages both inside and outside of
26 facebook.com. When Members click on Facebook Like buttons, they make what
27

1 FACEBOOK refers to as a “connection” to the associated item. Connections appear in the
2 Members’ News Feeds. Members click on the Facebook Like button for many different
3 reasons having nothing to do with having an affinity for the associated item. For example, as
4 noted above, many members are requested to click on the Facebook “Like” button to get
5 discounts on products, support social causes, or just to see a humorous image.

6 26. On or around January 25, 2011, FACEBOOK launched a new advertising service called
7 “Sponsored Stories.” It turns Members’ actions into what appears to be a personally endorsed
8 advertisement on their Facebook Friends’ pages. When a Member uses a Posts to Facebook
9 function, Facebook Likes, uses the Facebook Check-in, uses an application or plays a game
10 that integrates with the Facebook website, and the content relates to an advertiser in some
11 way determined solely by FACEBOOK, the interaction can result in the Member’s Facebook
12 Profile image, name, photograph and/or likeness appearing as an endorsement in a paid
13 advertisement. This advertisement appears on the pages viewed by some or all of the Friends
14 of that Member. Members are unaware their interaction with the website is being interpreted
15 and publicized by FACEBOOK as an endorsement of those advertisers, products, services or
16 brands.

17
18 27. In a manner solely determined by FACEBOOK, Sponsored Stories advertisements are
19 each uniquely and independently generated and shown to FACEBOOK Members based on
20 how that Member’s Facebook Friends have interacted with the facebook.com website. For
21 example, when a Member logs into the facebook.com website and views a page, the website
22 determines if one of the Member’s Facebook Friends has “Liked” a certain product, and if so
23 displays a Sponsored Story advertisement that draws an endorsement connection between the
24 Facebook friend and the product. Thus, Members do not create the advertisements or the
25 content of those advertisements in any meaningful way; FACEBOOK does.

26 28. The Class members were not asked for their consent to appear in such advertisements.
27

1 29. FACEBOOK creates and develops the content of those advertisements in whole or in
2 part, as well as the entire advertisement itself.

3 30. The Sponsored Stories advertisement service is enabled for all Members. Members are
4 unable to opt-out of the service.

5 31. FACEBOOK's terms of use is comprised of the Statement of Rights and
6 Responsibilities (<http://www.facebook.com/terms.php?ref=pf>¹), Privacy Policy
7 (<http://www.facebook.com/policy.php>), and a variety of references found with tremendous
8 difficulty—if at all—throughout the Facebook.com site (collectively referred to as “Terms of
9 Use” hereafter.)
10

11 32. FACEBOOK's Terms of Use intentionally mislead Members into believing that
12 Members can prohibit the use of their name and Facebook Profile picture in all
13 advertisements:

14 You can use your privacy settings to limit how your name and [Facebook]
15 profile picture may be associated with commercial, sponsored, or related content
16 (such as a brand you like) served or enhanced by us. You give us permission to
17 use your name and [Facebook] profile picture in connection with that content,
subject to the limits you place.

18 Statement of Rights and Responsibilities, Section 10.1,
19 <http://www.facebook.com/terms.php?ref=pf>.

20 33. Regarding Posts by a Member, The Privacy Policy states, “You can control exactly who
21 can see it at the time you create it.” (Privacy Policy, Section 3,
22 <http://www.facebook.com/policy.php>).

23 34. In spite of the above misleading assertions in the Terms of Use, a Member cannot
24 prevent a Post, Like, Check-in or application from taking a Member's name, photograph,
25 likeness or identity and using it as an endorsement for a Sponsored Story advertisement. From
26

27 ¹ All references to Internet citations in this Complaint refer to URLs last visited June 6, 2011, unless
28 otherwise noted.

1 a buried Help Center page, not connected by any link within the Privacy Policy or Statement
2 of Rights and Responsibilities pages, FACEBOOK publishes the following question and
3 answer:

4 Can I opt out of seeing or being featured in sponsored News Feed stories? While
5 there is no way to opt out of seeing all or being featured in any Sponsored
6 Stories, you can remove specific stories by clicking the "X" displayed in the
upper right side of a story and choosing the appropriate option when prompted.

7 Sponsored Stories, <http://www.facebook.com/help/?faq=19723>.

8
9 35. Thus, FACEBOOK is telling Members on the one hand that Members can control who
10 can see their information, but on the other hand, that Members cannot prevent their identities
11 from being used in advertisements shown to others.

12 36. The Terms of Use are worded in a way difficult for Members to understand.
13 FACEBOOK, itself acknowledges this:

14 Many websites' privacy policies are challenging for people to understand
15 because they are often written for regulators and privacy advocates, not the
16 majority of people who actually use those websites. Our own privacy policy has
17 been criticized as being "5830 words of legalese" and "longer than the U.S.
constitution – without the amendments." Okay, you're right. We agree that
privacy policies can and should be more easily understood...

18 A Privacy Policy Posted Re-imagined For Users Like You, Facebook Site Governance
19 (Feb. 25, 2011), <https://www.facebook.com/fbsitegovernance>

20 37. A Member is never required to read or agree to the Terms of Use.

21
22 38. Sponsored Story advertisements did not exist at the time the Class Members first
23 registered.

24 39. With regard to Sponsored Stories' launch, FACEBOOK never notified Members of the
25 drastic changes to FACEBOOK's advertising scheme.

1 40. No consent is sought or received by FACEBOOK to convert a Member's action on the
2 website into an endorsement of the advertiser.

3 41. Where a Member is a minor, no consent for use of the Member's name, photograph,
4 likeness or identity is sought or received from the minor's parent or legal guardian.

5 42. The Nielsen Company, which is a company that provides clients the most complete
6 understanding of what consumers watch and why they purchase (i.e., how people respond to
7 advertising), and is frequently quoted by Facebook, has determined that advertising consisting
8 of recommendations by friends, such as "Sponsored Stories," is the most effective form of
9 advertising.
10

11 43. FACEBOOK has repeatedly referred to friend-endorsed advertisement (such as
12 Sponsored Stories) as "the Holy Grail" in advertising, touting its higher value compared to
13 other advertisement schemes.

14 Nothing influences people more than a recommendation from a trusted friend. A
15 trusted referral influences people more than the best broadcast message. A
16 trusted referral is the Holy Grail of advertising.

17 Mark Zuckerberg, FACEBOOK CEO
18 Claire Hoffman, *The Battle for Facebook*, Rolling Stone, Sept. 15, 2010.

19 Marketers have always known that the best recommendation comes from a
20 friend....This, in many ways, is the Holy Grail of marketing.

21 Sheryl Sandberg, FACEBOOK COO
22 "'It's All About People' with Sheryl Sandberg at IAB MIXX [HQ]," Sept. 28, 2010,
23 <http://www.facebook.com/video/video.php?v=760718736391>.

24 44. The value of a Sponsored Story advertisement is at least twice the value of a standard
25 Facebook.com ad, per FACEBOOK'S own statements:

26 Ads shown with the names of people's friends are twice as effective as those
27 without,....

28 Guide to the New Facebook Ads Manager, Page 3,
http://ads.ak.facebook.com/ads/FacebookAds/TheNewAdsManager_May2011v2.pdf.

1 45. FACEBOOK Chief Operating Officer (“COO”) Sheryl Sandberg states that such
2 friend-endorsed advertisements are actually three hundred percent more valuable than non-
3 friend advertisements:

4 When a customer has a good experience...on Facebook, the average action is
5 shared with the average number of friends, which is 130 people. This is the
6 illusive goal we’ve been searching for, for a long time; Making your customers
7 your marketers.

8 On average, if you compare an ad without a friend’s endorsement, and you
9 compare an ad with a friend’s [Facebook] “Like”, these are the differences: on
10 average, 68% more people are likely to remember seeing the ad with their
11 friend’s name. A hundred percent—so two times more likely to remember the
12 ad’s message; and 300% more likely to purchase.

13 Sheryl Sandberg, FACEBOOK COO,
14 “‘It’s All About People’ with Sheryl Sandberg at IAB MIXX [HQ],” Sept. 28, 2010,
15 <http://www.facebook.com/video/video.php?v=760718736391>.

16 46. Thus FACEBOOK, through Sponsored Stories advertisements, is attempting to make
17 the approximately 153 million Facebook Members in the United States into their marketers,
18 but without any compensation. In spite of the increased value of friend-endorsed
19 advertisements, the Member is deprived of any payment whatsoever for the use of his or her
20 photo, name, likeness or any other information used in the endorsed advertisement.

21 47. Members have an expectation interest in the use of their identities in Sponsored Story
22 advertisements, from which FACEBOOK derives significant advertising revenue. The value
23 of the endorsement compared to non-endorsed advertisements is used by FACEBOOK to sell
24 the Sponsored Story product to advertisers. Plaintiffs are not paid by FACEBOOK for the use
25 of their name, photograph and/or likeness in the advertisement. FACEBOOK receives
26 substantial and ever-increasing revenue from the sale of such advertisements.

27 48. The Terms of Use contain the following choice of law clause:

28 You will resolve any claim, cause of action or dispute (“claim”) you have with
us arising out of or relating to this Statement or Facebook exclusively in a state

1 or federal court located in Santa Clara County. The laws of the State of
2 California will govern this Statement, as well as any claim that might arise
3 between you and us, without regard to conflict of law provisions. You agree to
4 submit to the personal jurisdiction of the courts located in Santa Clara County,
5 California for the purpose of litigating all such claims.

6 Statement of Rights and Responsibilities, Section 15.1,
7 <http://www.facebook.com/terms.php?ref=pf>.

8 49. All decisions as to the content of the Terms of Use, content of the Statement of Rights
9 and Responsibilities, and the decisions as to whether or if to gain consent from Members for
10 their use in Sponsored Stories, were made in FACEBOOK's California headquarters by
11 FACEBOOK executives and employees. All decisions as to how to implement and market
12 the Sponsored Stories advertising campaign were also made in FACEBOOK's California
13 headquarters by FACEBOOK executives and employees.

14 **Facts Common to Plaintiffs' Actions**

15 50. Plaintiffs each registered a facebook.com account prior to January 25, 2011.

16 51. The Sponsored Stories advertising scheme did not exist at the time Plaintiffs registered
17 with facebook.com.

18 52. Plaintiffs did not agree to allow FACEBOOK to use their names, photographs, or
19 likenesses in an advertisement as an endorsement.

20 53. Plaintiffs had not, and could not have been expected to have had any exposure to the
21 unique and novel advertising scheme Sponsored Stories. FACEBOOK had not previously
22 employed advertising schemes that converted a user's website interaction into an endorsed
23 advertisement. For this reason, Plaintiffs reasonably had no expectation that their names,
24 photographs or likenesses would be used to endorse products, services, goods or brands when
25 they took any sort of FACEBOOK action as described below.

1 54. FACEBOOK used each Plaintiff's user name, Facebook Profile photo, and/or likeness
2 without consent in each of the respective advertisements described below.

3 55. Each Plaintiff's name and photo had been provided to FACEBOOK earlier for purposes
4 unrelated to the advertisement in question as required or requested by FACEBOOK.

5 56. Each advertisement described below used the respective name of the advertiser and an
6 image related to the advertiser.

7 57. Each advertisement described below combined all of the respective elements described
8 below, heretofore unrelated to one another, into new content appearing on facebook.com.

9 58. FACEBOOK was solely responsible for the creation and development of each
10 advertisement, the content, and the advertisement scheme by which each advertisement was
11 created.

12 59. Each advertisement was new, original and unique content created and developed in
13 whole or in part by FACEBOOK.

14 60. In each advertisement, the respective Plaintiff appears to be endorsing the respective
15 advertiser when in fact, he or she does not.

16 61. No Plaintiff knew that clicking on the Facebook Like button, as described below, would
17 result in the appearance of him or her endorsing the respective advertiser in a commercial
18 advertisement.

19 62. No Plaintiff consented to the use of his or her name, photo or likeness in any
20 advertisement. Where a Plaintiff is a minor, that minor's parent did not give consent.

21 63. Each Plaintiff was deprived the monetary value of having his or her endorsement
22 appear in that advertisement, and therefore was deprived of money to which he or she was
23 entitled.

1 64. Each Plaintiff has been personally injured by this loss of money. The injury to Plaintiffs
2 is not outweighed by any countervailing benefits to them or other consumers.

3 **Angel Fraley**

4 65. Prior to January 25, 2011, Ms. Angel Fraley uploaded a Facebook Profile picture of
5 herself that clearly bears her likeness.

6 66. Sometime on or before March 7, 2011, Ms. Fraley clicked on a Facebook "Like" button
7 on the facebook.com page for Rosetta Stone. She did this not because she likes Rosetta Stone,
8 but because she believed she had to in order to try a free software demonstration. See Exhibit
9 1 hereto, a true and correct copy of a printout of the page on March 10, 2011 and similar to
10 the page upon which Ms. Fraley acted.

11 67. On March 7, 2011, and on many subsequent days thereafter, Ms. Fraley's Facebook
12 user name, Angel Frolicker, and her Facebook Profile picture bearing her likeness in the form
13 of a photograph appeared in a Rosetta Stone advertisement on facebook.com. It was shown to
14 at least one other Facebook Member. Ms. Fraley's Facebook "friends" know and recognize
15 her by her online user name. Exhibit 2 hereto is a true and correct copy of the screen shot
16 showing the Sponsored Story advertisement. (Personal identifying information has been
17 redacted from the screen shot.)

18 68. The advertisement included a sentence authored solely by FACEBOOK, "Angel
19 Frolicker likes Rosetta Stone."
20

21 **Susan Mainzer**

22 69. Prior to January 25, 2011, Ms. Mainzer uploaded a Facebook Profile picture of herself
23 that clearly bears her likeness in the form of a photograph.

24 70. Sometime on or before February 12, 2011, Ms. Mainzer clicked on a Facebook "Like"
25 on the facebook.com page for UNICEF. She did this to support UNICEFF in a campaign to
26
27

1 reduce the deaths of children. See Exhibit 3 hereto, a true and correct copy of a printout of the
2 page on April 12, 2011 and similar to the page earlier seen by Ms. Mainzer.

3 71. On February 12, 2011, and again on many subsequent days, Ms. Mainzer's name and
4 photograph and/or likeness appeared in a UNICEF advertisement on facebook.com. It was
5 shown to at least one other Member.

6 72. The advertisement included a sentence authored solely by FACEBOOK, "Susan von
7 Seggern likes UNICEF."

8
9 **Paul Wang**

10 73. Sometime on or before March 10, 2011, Mr. Wang clicked on a Facebook "Like"
11 button found on the facebook.com page for "Warrior Dash." He did this not because he had
12 an affinity for Warrior Dash—in fact, Mr. Wang had minimal familiarity with the advertiser
13 and only clicked on the Facebook Like button because that was the only way to see photos
14 about this intriguing event. See Exhibit 4 hereto, a true and correct copy of a screen shot of
15 the page, taken May 25, 2011 and similar to the page as earlier seen by Mr. Wang with the
16 same Warrior Dash enticement.

17 74. On March 17, 2011 and again on many other days, Mr. Wang's name appeared in a
18 Warrior Dash advertisement on facebook.com. It was shown to at least one other Facebook
19 Member.

20 75. The advertisement included a sentence authored solely by FACEBOOK, "Paul Wang
21 likes Warrior Dash."

22
23 **Jimmy Duval**

24 76. Prior to April 7, 2011, Mr. Duval uploaded a Facebook Profile picture of himself that
25 clearly bears his likeness in the form of a photograph. He has added the nickname "Bassnutt"
26 to his username on Facebook.

1 77. Sometime on or before April 7, 2011, Mr. Duval clicked on a Facebook “Like” button
2 found on the facebook.com page for PopCorners. He did this to get a special offer code, not
3 because he had an affinity for PopCorners. See Exhibit 5 hereto, a true and correct copy of a
4 printout of the page on May 4, 2011, similar to that which enticed Mr. Duval to click on the
5 Facebook Like button.

6 78. On April 7, 2011, and again on many subsequent days, Mr. Duval’s name and said
7 photograph appeared in a PopCorners advertisement on facebook.com. It was shown to at
8 least one other Facebook Member. Exhibit 6 hereto is a true and correct copy of the ad.

9 79. The advertisement included a sentence authored solely by FACEBOOK, “Jimmy
10 Bassnut Duval likes PopCorners.”

11 80. At no point did FACEBOOK seek or obtain consent from his parents or other legal
12 guardians to use his name or likeness as required under California law. California Civil Code
13 § 3344(a) expressly requires the prior written consent of a minor’s guardian to the use of his
14 or her name or likeness.
15

16 **William Tait**

17 81. Prior to March 30, 2011, Mr. Tait uploaded a Facebook Profile picture of himself that
18 clearly bears his likeness in the form of a photograph. He is a runner, and even though this
19 image does not show his face, his Facebook Friends know that this image is his likeness,
20 uniquely associated with Mr. Tait.

21 82. Sometime on or before March 30, 2011, Mr. Tait clicked on a Facebook “Like” button
22 found on the facebook.com page for Warrior Dash. He did this to win “Warrior prize packs,”
23 see photos from previous events, or get updates about the event. See Exhibit 5 hereto, a copy
24 of a screen shot of the page, taken May 25, 2011 and similar to the page as earlier seen by Mr.
25 Tait with the same Warrior Dash enticement.
26

1 83. On March 30, 2011, and again on many subsequent days, Mr. Tait's name and said
2 photograph appeared in a Warrior Dash advertisement on facebook.com It was shown to at
3 least one other Facebook Member. Exhibit 7 hereto is a true and correct copy of a print out of
4 the ad.

5 84. The FACEBOOK-created ad employs his name and photograph, and says, "William
6 Tait and Paul Wang like Warrior Dash." Mr. Tait did not author that sentence, FACEBOOK
7 did.

8 85. At no point did FACEBOOK seek or obtain consent from William Tait's parents or
9 other legal guardians to use his name or likeness as required under California law.

10 86. Facebook created the Sponsored Story Advertisements featuring the names and
11 likenesses of the Plaintiffs Plaintiffs did not create these Sponsored Story advertisements, nor
12 did they intend to have these advertisements created.

13 87. Advertisers did not create those advertisements.

14 88. In other words, Plaintiffs' pictures, names and likenesses were made to appear as part
15 of advertisements created by FACEBOOK. Plaintiffs' Facebook Friends then saw
16 advertisements appearing on the facebook.com pages of those Facebook Friends, with
17 advertisements appearing on the facebook.com pages of those Facebook Friends, with
18 Plaintiff Fraley, Plaintiff Wang, Plaintiff Mainzer, Plaintiff James H. Duval, or Plaintiff Tait's
19 Facebook Profile image combined with statements *never* made by Plaintiffs, such as "Angel
20 Fraley likes Rosetta Stone," "Paul Wang likes Warrior Dash," "Susan Mainzer likes
21 UNICEF," "Jimmy Bassnut Duval likes PopCorners," or "William Tait likes Warrior Dash."
22 These statements were, in fact, created in whole by FACEBOOK.
23

24 89. FACEBOOK, and FACEBOOK alone, took those sentences it created, the Facebook
25 Profile photos and names of Plaintiffs which Plaintiffs unwittingly provided for unrelated
26 (and/or required) purposes at some point earlier in time, along with the name and image of an
27

1 advertiser, and combined them to create unique, original advertisements in which the Member
2 Plaintiff had no idea, much less intention, he or she would appear.

3 90. Neither Plaintiffs nor the parents of the minor Plaintiffs ever consented to the use of
4 their names, photographs likenesses, or identities to advertise or sell products or services or
5 brands through the Facebook Sponsored Stories advertising service. Plaintiffs and the parents
6 of the minor Plaintiffs reasonably believed that their names and likenesses would not be so
7 used.

8 91. The value to an advertiser of using the name, photograph, likeness or identity of a
9 Friend in an advertisement is measurably higher than that of using the identity of a person
10 unconnected with the person to whom the advertisement is being shown. That value is
11 measurable in dollars on an individual and on a class-wide basis.

12 92. Plaintiffs had a financial interest in the use of their identities in these advertisements.

13 93. Plaintiffs were deprived of their financial interest, and were thus harmed.

14
15 **V. CLASS ACTION ALLEGATIONS**

16 94. Plaintiffs seek certification of this action as a class action pursuant to Rule 23(b)(3) of
17 the Federal Rules of Civil Procedure.

18 95. Plaintiff Class. The class sought to be represented is defined as follows:

19
20 All natural persons in the United States who had an account registered on
21 facebook.com as of January 24, 2011, and had their names, photographs,
22 likenesses or identities associated with that account used in a Facebook Sponsored
23 Stories advertisement (“the Class”).

24 Subclass of Minors.
25
26
27

1 All persons in the Plaintiff Class who additionally have had their names,
2 photographs, likenesses or identities used in a Facebook Sponsored Stories ad
3 while under 18 years of age (“the Minor Subclass”).

4 Excluded from the Class are (a) FACEBOOK, its officers and directors, legal
5 representatives, successors or assigns; (b) any entity in which FACEBOOK has or
6 had a controlling interest; (c) the judge to whom this case is assigned and the
7 judge's immediate family; (d) any juror selected to hear this case.
8

9
10 96. The Class is comprised of millions of persons, and is therefore so numerous that joinder
11 in this action would be impracticable. The disposition of their claims through this class action
12 will benefit Class Members, the parties and the courts. Upon information and belief,
13 FACEBOOK has over 600 million Members worldwide, and potentially over 153 million
14 persons in the Class, and over 51 million persons in the Minor Class.

15 97. Upon information and belief, the identities and contact information of the individual
16 Members of the Class are available through FACEBOOK's electronic records.

17 98. Common questions of law and fact affecting the Class predominate over any individual
18 issues. These questions of law and fact include, but are not limited to, the following:

- 19 • Whether Plaintiffs and the Class consented to the use of their names,
20 photographs, likenesses, or identities in Sponsored Story advertisements;
- 21 • Whether FACEBOOK gained a commercial benefit or some other advantage
22 by using Plaintiff and the Class' names, photographs, likenesses, or identities
23 in Sponsored Stories advertisements;
- 24 • Whether Plaintiffs and the Class were harmed by the nonconsensual use of
25 their names, photographs, likenesses, or identities in Sponsored Story
26

1 advertisements, and whether FACEBOOK's conduct was a substantial factor
2 in causing that harm;

- 3 • Whether Class Members are entitled to damages as a result of FACEBOOK's
4 conduct, and, if so, what is the measure of those damages;
- 5 • Whether FACEBOOK's conduct described herein violated California's Unfair
6 Competition Law (Cal. Bus. & Prof. Code § 17200, et seq.);
- 7 • Whether FACEBOOK was unjustly enriched as a result of its conduct
8 described herein;
- 9 • Whether FACEBOOK violated California Civil Code § 3344; and
- 10 • What the value of an endorsement by a non-celebrity is in a social network
11 advertisement.

12
13 99. FACEBOOK engaged in a common course of conduct giving rise to the legal rights
14 sought to be enforced by Class Members. Similar or identical statutory and common law
15 violations, business practices and injuries are involved. Therefore, individual questions, if
16 any, pale by comparison to the numerous common questions presented.

17 100. The injuries sustained by Members of the Class flow, in each instance, from a common
18 nucleus of operative facts. In each case, FACEBOOK caused or permitted the unauthorized
19 appropriation of the Plaintiff and the Class Members' names, photographs, likenesses or
20 identities without adequate or any notice, consent, or opportunity to withdraw from
21 participation.

22 101. Given the similar nature of the Class Members' claims and the absence of material
23 differences in the statutes and common laws upon which the Class Members' claims are
24 based, a nationwide class will be easily managed by the Court and the parties.

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1 102. Because of the relatively small size of the individual Class Members' claims, no Class
2 Member could afford to seek legal redress on an individual basis. A class action is superior to
3 any alternative means of prosecution.

4 103. The representative Plaintiffs' claims are typical of those of the Class and Subclass, as
5 all Members of the Class are similarly affected by FACEBOOK's uniform and actionable
6 conduct as alleged herein.

7 104. FACEBOOK has acted and failed to act on grounds generally applicable to Plaintiffs
8 and the other Members of the Class and Subclass, requiring the Court's imposition of uniform
9 relief to ensure compatible standards of conduct toward the Members of the Class.
10

11 105. Plaintiffs will fairly and adequately protect the interests of the Class and Subclass, and
12 have retained counsel competent and experienced in class action litigation. The class
13 representatives have no interests which conflict with or adverse to those of the other Class
14 members.

15 106. Plaintiffs reserve the right to revise the above class definition based on facts learned in
16 discovery.

17 **FIRST CAUSE OF ACTION**

18 **(Violation of California's Right of Publicity Statute, Civil Code § 3344)**

19 107. Plaintiffs incorporate each of the foregoing allegations as if fully set forth herein.
20

21 108. California's Right of Publicity Statute, California Civil Code § 3344 et seq. protects
22 persons from the unauthorized appropriation of the person's identity by another for
23 commercial gain.

24 109. During the Class period, FACEBOOK (and Does 1-100) knowingly used Plaintiffs'
25 names, photographs, or likenesses to directly advertise or sell a product or service.

26 110. FACEBOOK (and/or Does 1- 100) did not have Plaintiffs' consent to do so.
27

1 111. Plaintiffs received no compensation or other consideration for FACEBOOK's (and/or
2 Does 1-100's) use thereof.

3 112. Plaintiffs were harmed by FACEBOOK's (and/or Does 1-100's) actions.

4 113. Use of Plaintiffs' names, photographs, and likenesses were directly connected to
5 FACEBOOK's (and/or Does 1-100's) commercial use.

6 114. FACEBOOK's (and/or Does 1-100's) actions were a substantial factor in causing
7 Plaintiffs' harm.

8 115. The advertisements were not used in conjunction with news, public affairs, a sports
9 broadcast or account, or a political campaign.

10 116. Each incident is a separate and distinct violation of California Civil Code § 3344.

11 117. Plaintiffs and Members of the Class therefore seek injunctive relief, and other such
12 preliminary and other equitable or declaratory relief as may be appropriate.

13 118. Plaintiffs and Members of the Class also seek remedy as provided for by California Civ.
14 Code § 3344(a) in the amount equal to the greater of \$750 per incident, or actual damages,
15 any profits attributable to FACEBOOK's (and Does 1-100's) illegal action, before taking into
16 account any actual damages, punitive damages, attorneys fees and costs, and any other relief
17 as may be appropriate.
18
19

20 **SECOND CAUSE OF ACTION**
21 **(Violation of Cal. Bus. & Prof. Code § 17200)**

22 119. Plaintiffs incorporate each of the foregoing allegations as if fully set forth herein.

23 120. As described herein, FACEBOOK's (and Does 1-100's) nonconsensual use of its
24 Members' names, photographs, and likenesses is a violation of California's Right to Publicity
25 Statute, Civil Code § 3344.
26
27

1 121. These violations satisfy the “unlawful” prong of the Unfair Competition Law (“UCL”),
2 Cal. Bus. & Prof. Code § 17200, et seq.

3 122. FACEBOOK (and Does 1-100’s) also violated the “fraudulent” prong of the UCL by
4 intentionally and knowingly misrepresenting that Members have full control to prevent their
5 appearance in Facebook advertising, including Sponsored Story advertisements. FACEBOOK
6 (and Does 1-100) did so with the intent of getting Members to register with facebook.com,
7 and to participate in ads even while FACEBOOK (and Does 1-100) knew there was no
8 meaningful way to prevent one’s name, photograph, likeness or identity from appearing as an
9 endorsement in Sponsored Stories advertisement. Moreover, FACEBOOK (and Does 1 – 100)
10 intentionally misrepresented a Member’s ability to prevent his or her appearance in
11 advertisements so FACEBOOK could enjoy substantial profits by having users unwittingly
12 appear in such ads. Plaintiffs justifiably relied upon those misrepresentations when deciding
13 to join FACEBOOK and when performing FACEBOOK actions such as clicking on the
14 Facebook Like button. Plaintiffs suffered damages of deprivation of money earned by the
15 misrepresentations, the amount to be proven at trial.

16
17 123. Alternatively, to the degree the Terms of Use may have been modified at a later time to
18 truthfully represent a Member’s inability to meaningfully opt out of Sponsored Story
19 advertisements, FACEBOOK violated the “fraudulent” prong of the UCL by knowingly and
20 intentionally failing to seek and acquire informed consent regarding such changes to the
21 Terms of Use.

22 124. FACEBOOK (and/or Does 1- 100) also violated the “unfair” prong of the UCL by
23 leading Members to believe they could opt out of advertising endorsements, encouraging
24 Members to weave Facebook.com into their lives such that it becomes indispensable, and then
25 introducing an advertising service from which Members are unable to opt out.
26
27

1 125. FACEBOOK (and/or Does 1- 100) violated the “unfair” prong of the UCL by
2 intentionally profiting from the nonconsensual endorsements extracted from Members
3 without sharing those profits with those Members.

4 126. FACEBOOK’s (and/or Does 1- 100’s) unfair, deceptive and fraudulent practices
5 originated from and/or occurred primarily in California. Decisions concerning the creation of
6 Sponsored Story advertisements were made in California, FACEBOOK maintains all or a
7 substantial part of its computer systems that serve Facebook.com in California, and all or a
8 substantial part of the code and content that create and/or comprise Sponsored Story
9 advertisements is developed and deployed within and from California.

10 127. Pursuant to Cal. Bus. & Prof. Code § 17203, Plaintiffs seek an order of this Court
11 permanently enjoining FACEBOOK (and Does 1-100’s) from continuing to engage in the
12 unlawful, unfair and fraudulent conduct described herein. Plaintiffs seek an order requiring
13 FACEBOOK (and/or Does 1- 100) to (1) immediately cease the unlawful practices stated in
14 this Complaint, and (2) award Plaintiff and the Class reasonable costs and attorneys’ fees
15 pursuant to Cal. Code of Civ. Proc. § 1021.5.

16 128. Plaintiffs have a vested monetary interest in their appearance in FACEBOOK ads, and
17 FACEBOOK has deprived them of that interest.

18 129. Plaintiffs each lost money to which they were entitled in the form of compensation for
19 the use of their images and names, and in which they had a vested interest, by virtue of
20 FACEBOOK’s (and Does 1-100’s) conduct. They are entitled to restitution of such sums.
21

22
23 **THIRD CAUSE OF ACTION**
24 **(Unjust Enrichment)**

25 130. Plaintiffs incorporate each of the foregoing allegations as if fully set forth herein.

26 131. Plaintiffs and the Class have conferred a benefit upon FACEBOOK (and Does 1-100).
27 FACEBOOK (and Does 1-100) has received and retained money from advertisers, a portion
28

1 of which belong to Plaintiffs and the Class as a result of co-opting Members names,
2 photographs, likenesses and identities, and placing them in paid-for advertisements—
3 Sponsored Stories—as described herein.

4 132. FACEBOOK (and Does 1-100) appreciates or has knowledge of said benefit.

5 133. Under principles of equity and good conscience, FACEBOOK (and Does 1-100) should
6 not be permitted to retain money belonging to Plaintiffs and the Class that it unjustly received
7 as a result of its actions.

8 134. Plaintiffs and the Class have suffered loss as a direct result of FACEBOOK's (and Does
9 1-100) conduct.

10 135. Plaintiffs, on their own behalf and on behalf of the Class, seek the imposition of a
11 constructive trust on and restitution of the proceeds FACEBOOK (and Does 1-100) received
12 as a result of its conduct described herein, as well as attorney's fees and costs pursuant to
13 California Civ. Proc. Code § 1021.5.

14 136. PRAYER FOR RELIEF WHEREFORE, Plaintiffs individually and on behalf of the
15 Class, pray for the following relief:

- 16 • Certification of this case as a class action on behalf of the Class
17 defined above, appoint Plaintiffs Angel Fraley, Paul Wang, Susan
18 Mainzer, James H. Duval by and through James Duval, and William
19 Tait by and through Russell Tait, as class representatives, and appoint
20 their counsel as Class co-counsel;
- 21 • A declaration that FACEBOOK's actions, as described herein, violate
22 the California Right to Publicity Act (Cal. Civ. Code § 3344), violate
23 the Unfair Competition Law, and have led to unjust enrichment;
- 24 • An award of injunctive and other equitable relief as is necessary to
25 protect the interests of the Plaintiffs and the Class, including, inter
26

1 alia, an order prohibiting FACEBOOK from engaging in the wrongful
2 and unlawful acts described herein;

- 3 • Disgorgement or restitution by FACEBOOK of all revenue earned
4 from its Sponsored Story advertisements feature during the class
5 period;
- 6 • An award of damages, including statutory damages where applicable,
7 to Plaintiffs and the Class in an amount to be determined at trial;
- 8 • An award of all economic, monetary, actual, consequential, and
9 compensatory damages caused by FACEBOOK's (and Does 1-100's)
10 conduct, and if its conduct is proved willful, award Plaintiffs and the
11 Class exemplary damages;
- 12 • An award of restitution against FACEBOOK (and Does 1-100's) for
13 all money to which Plaintiffs and the Class are entitled in equity;
- 14 • An award to Plaintiffs and their Class Counsel of their reasonable
15 litigation expenses and attorneys' fees;
- 16 • An award to Plaintiffs and the Class of pre- and post-judgment
17 interest, to the extent allowable; and
- 18 • Such other and further relief as equity and justice may require.

19
20 **JURY TRIAL DEMANDED**

21 Plaintiffs demand a jury trial on all issues so triable.

22
23 By _____


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By 

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EXHIBIT 1

SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES
Case No. CV 11-01726 LHK PSG



- Wall
- Info
- Valentine's App
- Demo TOTALE
- Support
- Video
- Photos (41)
- Major League Soccer Ticket Sweepstakes
- More

404,908 people like this

Likes See All

- Careers at Rosetta Stone
- Rosetta Stone Homeschool
- Rosetta Stone De
- Tshulu Trust
- Rosetta Stone UK

Create a Page Report Page Share

Search

Home Profile Account

Rosetta Stone Like

Product/Service

Create a Page

Click Like above

Find your new language.

Take your first step today. ▶ Click here to try our demo.

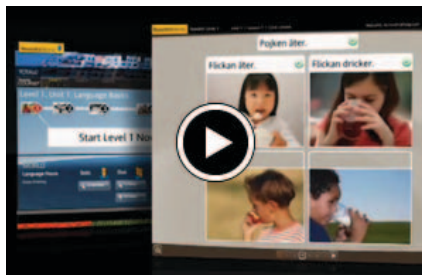
Introducing Rosetta Stone® Version 4 TOTALE™, our newest language learning solution. Now, our trusted software is paired with an **entirely new online experience**. Rosetta Stone® Version 4 TOTALE™ is a complete solution that adds **live conversational practice** and **social learning activities** to our core course.

Try the free demo

LEARN NATURALLY

Rosetta COURSE™

Use our award-winning software, complete with proprietary speech-recognition technology



You and Rosetta Stone



3 friends like this.

Sponsored Story

Recheng Tsang and Simon Winder like Levi's.



Sponsored

Create an Ad

Seattle Bucket List livingsocial.com



365 Things to do in Seattle before you die.

SEXY KITCHENS @ VERDEAUX verdeauxcondos.com



Slab granite, deluxe stainless, tons of cupboard space. Bistro bar opens to living area. Verdeaux Condominiums. Spacious & Delicious!

SEATTLE: 90% Off Burgers dealpop.com



Get 50% to 90% off the best in Seattle. One ridiculously HUGE coupon every day!

CONVERSE CONFIDENTLY

Rosetta STUDIO™

Practice through live 50-minute sessions led by native tutors



Rosetta WORLD™

Interact in a community where learners play games and communicate with others



TOTALe Mobile Companion™

Learn on the go with our Mobile Companion application for the iPhone® and iPod touch®

iPhone® and iPod Touch® are registered trademarks of Apple, Inc.

Chat (Offline)

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EXHIBIT 2

SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES
Case No. CV 11-01726 LHK PSG

The screenshot shows a Facebook profile page for a user whose name is redacted. The browser's address bar displays the URL [http://www.facebook.com/profile.php?id=\[redacted\]](http://www.facebook.com/profile.php?id=[redacted]). The page layout includes a left-hand navigation menu with options like Wall, Info, Photos (63), Notes, Friends, and a Friends list of 383. The main content area features a status update with a link to a BBC news article titled "NZ earthquake mapped from space" (www.bbc.co.uk). The article includes a colorful satellite image of the earthquake's impact and text describing the event in Christchurch, NZ. Below the article is a Foursquare check-in for "Friday at 6:37pm via Foursquare" and another for "Friday at 6:49pm - Like". The right-hand sidebar contains sections for Pokes, Sponsored Story (Rosetta Stone), Sponsored ads (Seattle Bucket List, Dark Star Orchestra, International Gilbert & Sullivan), and a Chat button for 50 people.

Open "http://www.bbc.co.uk/news/science-environment-12668190" in a new tab

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EXHIBIT 3

SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES
Case No. CV 11-01726 LHK PSG



- Wall
- Info
- ABOUT US
- Haiti365
- YouTube
- Flickr
- Photos (72)
- Questions (1)

About
Doing whatever it takes to save a child!

185,864
people like this

Likes [See All](#)

- Unicef Campus Initiative
- TeachUNICEF
- Unicef Tap Project
- United Nations

Search

[Home](#) [Profile](#) [Account](#)

UNICEF USA [Like](#)

Non-Profit Organization

[Create a Page](#)

Welcome to the official **UNICEF USA** facebook page.

Please click the [Like](#) button above.

0:21 / 4:06 360p

Other Videos About [Believe in Zero](#)



[?](#) [Volunteer](#)

Click for latest fieldnotes

You and UNICEF USA

Susan von Seggern likes this.

Recommended Pages [See All](#)

- Cumbre Yah!**
Brian Fey suggested you check out his page.
Like
- Hello Shiso**
Mimi Tsang suggested you check out her page.
Like

Sponsored [Create an Ad](#)

- 90-Minute Message: \$25**
dealfind.com
- 1 ridiculous coupon in San Francisco for you to share or use alone. A new deal every day, see what today's is

Deal of the Week 50% Off

50% off the Amazon Kindle 3G (Free 3G + WiFi) when you use Membership Rewards® points from Amex this week! Get It Now.

Marriage Boost 101
marriageboost101.com

Could Your Relationship Be Better? Improve Communication, Manage Conflicts, Have More Fun & Intimacy.

Help Kids Develop Skills
psychcolleges.com

Become a Child Development Specialist and help delayed children thrive. Request info here.



UNICEF

Create a Page
Report Page
Share

Achieving Zero Tap Project Monthly Giving Give with Confidence Volunteer

Believe in zero. Despite extraordinary progress, 22,000 children still die each day from preventable causes. Our whatever it takes to make that giving children the essentials for by childhood.

22,000



Click for latest tweets



The U.S. Fund for UNICEF delivers the basics for life to children around the world, including lifesaving vaccines and medical care, emergency supplies, clean water and nutrition.

UNICEF has saved more children than any humanitarian organization. A feat we are very proud of. For every \$1 donated, 90¢ goes to deliver important resources to children in need. Because we know, every penny counts. UNICEF's efficient use of contributions allows you to give with confidence.



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Chat (Offline)

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EXHIBIT 4

SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES
Case No. CV 11-01726 LHK PSG

Warrior Dash

https://www.facebook.com/WarriorDash

facebook

Search

Home Profile Find Friends Account

Warrior Dash Like

Athlete

Create a Page

You and Warrior Dash

4 friends like this.

Sponsored Create an Ad

ScholarShare scholarshare.com

ScholarShare, California's 529 College Savings Plan, can help you save for your child's future. Visit ScholarShare.com

Best Game on Facebook

With 4.5 Stars and over 9000 reviews, come and join us now in the Best Fantasy Game on Facebook! [Play Now!]

Can you PASS Level 1?

us.battlestar-galactica.bigpoint.com

Bet you can't beat Level 1! Play Battlestar Galactica Online for free. No downloads! Play now!

Who Searched 4 U @ MyLife

search.mylife.com

MyLife can tell you if someone is looking for you! Click Here to find out

Elite Vein Specialists

Varicose veins? Non-surgical, min. invasive procedure with over a 98% success rate after the 1st treatment. Facebook fans get 10% off!

Like - 298 people like this.

The Liberties Bar

Get Happy! - Every Wednesday! Chat (Offline)

WARRIOR DASH

ARE YOU A WARRIOR?

CLICK Like ABOVE TO GAIN ACCESS TO:

- CHANCES TO WIN WARRIOR PRIZE PACKS EACH WEEK
- INSANE PHOTOS FROM OUR WORLDWIDE EVENTS
- UPDATES FROM THE CREW THAT BRINGS YOU THE CRAZIEST FRICKIN' DAY OF YOUR LIFE!

THE ULTIMATE EVENT FOR THRILL-SEEKING ATHLETES

WARRIOR DASH is a mud-crawling, fire-leaping, extreme run from hell. This fierce running series is held on the most challenging and rugged terrain across the globe. Warriors conquer extreme obstacles, push their limits and celebrate with kick-ass music, beer and Warrior helmets. Warriors believe that celebrating is just as important as competing. Not up for running? Still come join us for an epic live-music festival! Entrance is free for spectators! See you on the battleground!



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EXHIBIT 5

SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES
Case No. CV 11-01726 LHK PSG

Home Profile Find Friends Account

PopCorners Like

Food/Beverages

[Create a Page](#)

You and PopCorners

Jimmy Bassnutt Duval likes this.

Recommended Pages See All

Cumbre Yah! Brian Fey suggested you check out his page.
20-24 abril, 2011
[Like](#)

People You May Know See All

Jennifer Schultz
[Add as friend](#)

Sponsored Create an Ad

Join our snacking revolution!
"Like" us to receive a special offer code to get popping with your very own bag!

Once upon a time, there was a chip and a piece of popcorn. They loved each other very much, but nobody accepted them on the snack aisle – until now. Meet PopCorners, the first real popcorn chip. Welcome to snacking nirvana.

About
Time to change the popcorn! PopCorners is the world's first popcorn chip, a...
[More](#)

56,486
people like this

Likes

Hungry Girl

Gluten Freely

Whole Foods Market

JetBlue Airways

[Create a Page](#)
[Report Page](#)
[Share](#)

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EXHIBIT 6

SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES
Case No. CV 11-01726 LHK PSG

Teesey Tees

http://www.facebook.com/teeseytees

facebook

Search

Home Profile Account

Teesey Tees Like

Clothing

THIS PAGE IS ONLY VISIBLE TO OUR facebook FANS

BE COME A FAN

AND SEE WHAT THE DEAL IS

Powered by Wildfire

Wall

Info

Shop

Photos (4)

Fan Discount!

Blog

About

have you heard? we sell cool t-shirts for cool kids
http://www.teesey.com

1,937 people like this

Likes

CoLab Multimedia Website Design

Create a Page

Report Page

Share

People You May Know See All

Dan McComb
11 mutual friends
Add as friend

Alison Park Douglas
16 mutual friends
Add as friend

Sponsored Story

Jimmy Bassnutt Duval likes PopCorners.

PopCorners Like

Sponsored Create an Ad

Business / Resume Profile
jetprofile.com

Create free business profile or individual resume, post jobs and apply for positions online, communicate with employers and applicants.

Facebook Marketplace
cars.facebook.oodle.com

Search 1,000s of used cars on Facebook Marketplace.

Marin Rug House
(TheRugHouse.com)

FB patrons will get:
25% off Prof. Rug Cleaning, 20% off Prof. Rug Repair, EXTRA 10% off all items on Sale (Currently 30% to 50% off)

Like · 18 people like this.

Facebook © 2011 - English (US)

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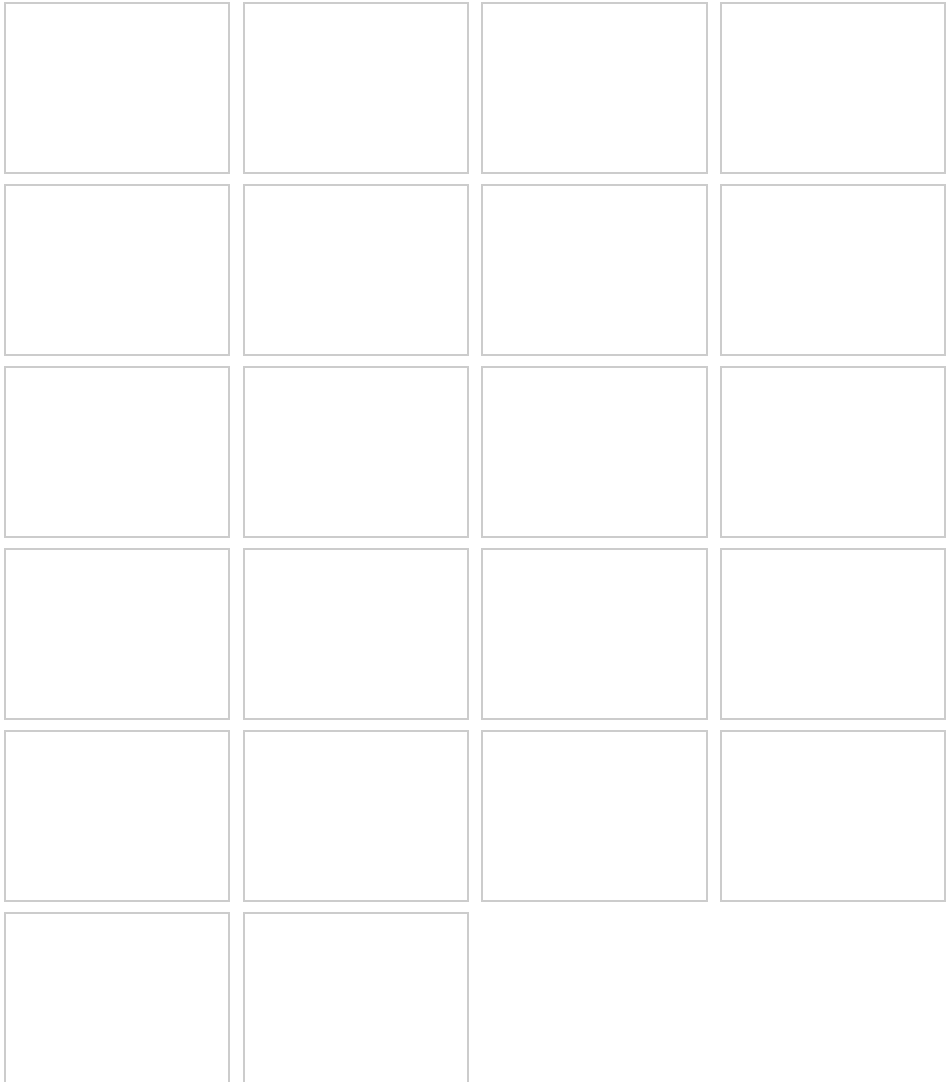
EXHIBIT 7

**SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES
Case No. CV 11-01726 LHK PSG**

[Home](#)
[Profile](#)
[Account](#)

Profile Pictures


By Will Tait · View Photos



Recommended Pages [See All](#)


Hello Shiso
 Mimi Tsang suggested you check out her page.
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