

Christopher Peter Tarquini, Defendant  
Pro Se  
24 Dorchester Circle  
Marlton, New Jersey 08053

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RICHARD W. WIEKING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

FACEBOOK, INC., a Delaware Corporation

Plaintiff,

vs.

Docket No. CV-13-5312-EMC

CHRISTOPHER PETER TARQUINI,

Defendant.

ANSWER, AFFIRMATIVE DEFENSES, AND JURY DEMAND  
ON BEHALF OF OF DEFENDANT, CHRISTOPHER TARQUINI

Defendant, Christopher Tarquini, by way of Answer to the Complaint of Plaintiff, Facebook, Inc., states as follows:

I. INTRODUCTION

1. Denied.
2. Denied.
3. Denied as stated.
4. The allegations of this paragraph are not directed to the Defendant, who lacks knowledge or information sufficient to form a belief as to their truth and, accordingly, leaves Plaintiff to its strict proofs.

II. PARTIES

5. The allegations of this paragraph are not directed to the Defendant, who lacks knowledge or information sufficient to form a belief as to their truth and, accordingly, leaves

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Plaintiff to its strict proofs.

6. Admitted.

### III. JURISDICTION AND VENUE

7. The allegations of this paragraph state a legal conclusion, to which no responsive pleading is required.
8. The allegations of this paragraph state a legal conclusion, to which no responsive pleading is required. It is specifically denied that the amount in controversy exceeds \$75,000.00.
9. The allegations of this paragraph state a legal conclusion, to which no responsive pleading is required. The Defendant neither admits, nor denies Plaintiff's characterizations with respect to the referenced agreement, which is a document and speaks for itself.
10. Denied.
11. The allegations of this paragraph state a legal conclusion, to which no responsive pleading is required. The Defendant neither admits, nor denies Plaintiff's characterizations with respect to the referenced agreement, which is a document and speaks for itself.

### IV. INTRADISTRICT ASSIGNMENT

12. The allegations of this paragraph state a legal conclusion to which no responsive pleading is required.

### V. FACTS

#### A. Facebook Background and Service

13. The allegations of this paragraph are not directed to the Defendant and, accordingly,

require no response.

14. The allegations of this paragraph are not directed to the Defendant and, accordingly, require no response.
15. The allegations of this paragraph are not directed to the Defendant and, accordingly, require no response.
16. The allegations of this paragraph are not directed to the Defendant and, accordingly, require no response.
17. The allegations of this paragraph are not directed to the Defendant and, accordingly, require no response.
18. The allegations of this paragraph are not directed to the Defendant and, accordingly, require no response.

**B. Tarquini Agreed to Facebook's Terms: the Statement and the Platform Policies**

19. The allegations of this paragraph state a legal conclusion, to which no responsive pleading is required. It is admitted that a document entitled "Statement of Rights and Responsibilities" is appended to Plaintiff's Complaint as Exhibit A.
20. The allegations of this paragraph state a legal conclusion, to which no responsive pleading is required. It is admitted that a document entitled "Facebook Platform Policies" is appended to Plaintiff's Complaint as Exhibit B.
21. It is admitted that, at one point, the Defendant initially registered for a Facebook account. It is further admitted that the Plaintiff allowed the Defendant to create an account and to develop Facebook Applications. The Defendant neither admits nor denies the remaining allegations of this paragraph, which purport to characterize a written agreement, which speaks for itself, and state legal conclusions, to which no responsive pleading is required.

22. The Defendant neither admits, nor denies Plaintiff's characterizations with respect to the referenced agreement, which is a document and speaks for itself.

**C. Tarquini Violated Facebook's Statement and Platform Policies and Exceeded his Right to Access Facebook by Using Software Scripts to Steal Facebook Access Tokens**

23. Denied as stated.

24. Denied.

25. Denied.

26. The allegations of this paragraph are not directed to the Defendant and, accordingly, require no response.

27. The allegations of this paragraph are not directed to the Defendant and, accordingly, require no response.

28. The allegations of this paragraph are not directed to the Defendant and, accordingly, require no response.

29. The allegations of this paragraph are not directed to the Defendant and, accordingly, require no response.

30. To the extent that the allegations of this paragraph are directed to the Defendant, the same are denied.

31. To the extent that the allegations of this paragraph are directed to the Defendant, the same are denied.

32. To the extent that the allegations of this paragraph are directed to the Defendant, the same are denied.

33. Denied.

**D. Tarquini Continues to Access Facebook Without Authorization**

34. It is admitted that Facebook issued correspondence to the Defendant. The Defendant neither admits nor denies Plaintiff's characterizations with respect to the contents of the referenced letter, which is a document, and speaks for itself.
35. It is admitted that at one point, the Plaintiff terminated the Defendant's Facebook account and applications. The remaining allegations of this paragraph are not directed to the Defendant and, accordingly, require no response.
36. Denied as stated.
37. Denied as stated.
38. It is admitted that at one point, the Plaintiff disabled the Defendant's Facebook account. The Defendant neither admits nor denies Plaintiff's characterizations with respect to the contents of the referenced Statement, which is a document, and speaks for itself. The remaining allegations of this paragraph are denied.
39. It is admitted that at one point, the Plaintiff terminated the Defendant's Facebook account. The remaining allegations of this paragraph, several of which state legal conclusions, are denied.
40. To the extent that the allegations of this paragraph are directed to the Defendant, the same are denied.

**E. Harm to Facebook**

41. The Defendant neither admits nor denies Plaintiff's characterizations with respect to the referenced websites and blogs, which speak for themselves. The remaining allegations of this paragraph are denied.
42. Denied.
43. Denied.

VI. CLAIMS FOR RELIEF

FIRST CAUSE OF ACTION

BREACH OF CONTRACT

44. Defendant, Christopher Peter Tarquini, repeats and realleges the foregoing paragraphs of this Answer and incorporates the same by reference as if set forth herein at length.
45. The allegations of this paragraph are not directed to the Defendant and, accordingly, require no response.
46. Denied.
47. Denied.
48. Denied.
49. Denied.
50. Denied.
51. Denied.

SECOND CAUSE OF ACTION

COMPUTER FRAUD AND ABUSE ACT, 18 U.S.C. § 1030

52. Defendant, Christopher Peter Tarquini, repeats and realleges the foregoing paragraphs of this Answer and incorporates the same by reference as if set forth herein at length.
53. The allegations of this paragraph state a legal conclusion, to which no responsive pleading is required.
54. Denied.
55. Denied.
56. Denied.
57. Denied.

- 58. Denied.
- 59. Denied.
- 60. Denied.
- 61. Denied.

THIRD CAUSE OF ACTION

CALIFORNIA COMPUTER DATA ACCESS AND FRAUD ACT,  
CALIFORNIA PENAL CODE § 502(c)

- 62. Defendant, Christopher Peter Tarquini, repeats and realleges the foregoing paragraphs of this Answer and incorporates the same by reference as if set forth herein at length.
- 63. The Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of this paragraph, and the Plaintiff is left to its strict Proofs.
- 64. It is admitted that at one point, The Plaintiff disabled the Defendant's Facebook account. The remaining allegations of this paragraph are denied.
- 65. Denied.
- 66. Denied.
- 67. Denied.
- 68. Denied.
- 69. Denied.

VII. PRAYER FOR RELIEF

WHEREFORE, Defendant, Christopher Tarquini, demands judgment as against Plaintiff, Facebook, Inc., dismissing the Complaint, denying Plaintiff's requested relief, and awarding his reasonable attorney's fees and costs incurred in defending this matter, together with such other and further relief as the Court deems just and equitable under the circumstances.

The Defendant hereby denies each and every material allegation not heretofore controverted and demands strict proof thereof.

**AFFIRMATIVE DEFENSES**

1. The above named Court lacks subject matter jurisdiction over this matter.
2. The above named Court lacks personal jurisdiction over the Defendant.
3. Venue in the above named Court is improper.
4. Service of process was improper, and the answering Defendant reserves his right to move to strike the Plaintiff's Complaint, including at the time of trial.
5. The allegations of Plaintiff's Complaint fail to set forth a cause of action upon which relief may be granted.
6. The Defendant is not party to any enforceable agreement(s) with the Plaintiff.
7. The Defendant has not breached any contractual obligations owed to the Plaintiff.
8. The alleged contract(s) upon which Plaintiff's claims are predicated are contracts of adhesion, which are unenforceable in this Court.
9. The alleged contract(s) upon which Plaintiff's claims are predicated are void for lack of consideration.
10. The alleged contract(s) and/or contractual provisions upon which Plaintiff's claims are predicated are otherwise unconscionable, and therefore unenforceable as against the Defendant.
11. Any alleged contractual obligations owed by the Defendant have been extinguished as a result of the Plaintiff's unilateral modification and/or abandonment of the relevant agreements.



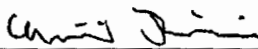
12. The Plaintiff has suffered no damages on account of any conduct on the part of the Defendant.
13. The Plaintiff's alleged damages are the direct result of the acts, omissions, negligence, and/or misrepresentations of other persons, parties, and/or entities, including the Plaintiff, over whom the Defendant had no authority or control.
14. Plaintiff's actions under the enforcement provisions of alleged agreements constitutes a binding election of remedies, such that this action cannot be maintained.
15. The Plaintiff's claims are barred pursuant to the doctrine of estoppel.
16. The Plaintiff's claims are barred by virtue of the doctrine of laches
17. The Plaintiff has waived one or more of its claims as against the Defendant.
18. The Plaintiff comes before the Court with unclean hands, and is therefore barred from the relief that it seeks.
19. The Plaintiff's claims are barred by virtue of the applicable statutes of limitations.

The Defendant reserves his right to amend and/or supplement the foregoing Affirmative Defenses with such additional defenses as may be available upon continuing discovery and investigation.

DEMAND FOR JURY TRIAL

Defendant, Christopher Tarquini hereby demands trial by jury as to all issues so triable.

Dated: 12/6/13

  
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Christopher Peter Tarquini, Pro Se