

EXHIBIT F



ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 MARSH ROAD
MENLO PARK, CALIFORNIA 94025-1015
tel +1-650-614-7400
fax +1-650-614-7401
WWW.ORRICK.COM

July 24, 2008

I. Neel Chatterjee
(650) 614-7356
nchatterjee@orrick.com

*VIA ELECTRONIC MAIL
AND OVERNIGHT MAIL*

Dr. Anka Reich
General Counsel/SVP
Verlagsgruppe Georg von Holtzbrinck GmbH
Gänsheidestraße 26
70184 Stuttgart, Germany
anka.reich@holtzbrinck.com

Re: Facebook, Inc. v. StudiVZ Ltd., et al., C08 - 03468

Dear Dr. Reich:

Stephen S. Smith at Greenberg Glusker has directed me to address all further correspondence regarding the above referenced matter to your attention. Enclosed please find the most recent correspondences dated July 21 and July 23, 2008.

I am also attaching a copy of a complaint filed against StudiVZ and related entities in the Northern District of California. We have provided copies to Mr. Smith as well on the day we filed. He refused to accept service of the complaint. Please advise as to whether you will accept service of these papers. Pursuant to Federal Rule of Civil Procedure 4(d), we request that you waive service. I have included two copies of the waiver forms with this email. If you email a signed copy back, I will arrange to file it. We have also attached a copy of Form 5 of the Federal Rules which apprises you of the risks of not waiving. Should you not agree, we reserve all rights under Rule 4(f), including our right to seek our costs for service. Please respond within 60 days, preferably sooner.

If you have any questions regarding the enclosed, do not hesitate to contact me.

Very truly yours,

I. Neel Chatterjee

INC/knm



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1000 MARSH ROAD
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fax +1-650-614-7401
WWW.ORRICK.COM

July 21, 2008

I. Neel Chatterjee
(650) 614-7356
nchatterjee@orrick.com

VIA E-MAIL ATTACHMENT

Stephen S. Smith
1900 Avenue of the Stars, 21st Floor
Los Angeles, CA 90067
ssmith@ggfirm.com

Re: StudiVZ/Facebook Litigation

Dear Mr. Smith:

Thank you for your letter of July 18, 2008. While we obviously disagree with your evaluation of Facebook's action against StudiVZ, we do not feel that it will be productive to continue to litigate the merits of the case by way of correspondence. Nevertheless, your letter does misrepresent certain crucial events that eventually forced Facebook to institute its action against your client. It is for that reason that I send this letter. As I said in my initial email, Julio Avalos, an associate on the case, is available when I am not. He is available to talk to you whenever you feel necessary.

On July 9, 2008, I sent a letter to Dr. Anka Reich, General Counsel and Senior Vice President of Verlagsgruppe Georg von Holtzbrinck GmbH. In the letter, we raised serious concerns regarding what appeared to be StudiVZ's wholesale violation of Facebook's intellectual property rights. The letter demanded a response from StudiVZ within 7 days. On Wednesday, July 16, the day by which StudiVZ's response had been requested, I received a voicemail from you stating that you had been retained as StudiVZ's counsel. You requested additional time to respond to my July 9 letter.

Facebook was amenable to granting your client additional time to respond, but, given the possibility of litigation in this matter, we felt that a Standstill Agreement formally memorializing the posture and rights of the parties would better protect both sides. With that in mind, I sent to you a standard Standstill Agreement. Although you later professed to see in that Agreement provisions that you had "never seen in a standstill agreement," I assure you that the proposed Agreement is no different than those we and others who regularly litigate intellectual property cases typically use. In any event, while your letter suggests you were quite troubled, did not communicate these concerns or any other.



Stephen S. Smith
July 21, 2008
Page 2

Given the urgency of the situation, and as I had not yet heard back from you or your client, at 8:28 a.m. the morning of Thursday, July 17, I e-mailed you to inquire as to your client's amenability to the standstill agreement. Approximately one hour later, you responded with an e-mail that stated, in full: "Got your email. Out of the office. Forwarded it to client, but have not hear [sic] back yet. I am sure I will have answer by first thing tomorrow. (They are 9 hours ahead and may be gone now)." Acting in reliance on your e-mail, Facebook did not to file its Complaint against StudiVZ on Thursday, July 17.

Unfortunately, the morning of Friday, July 18 came and went without so much as an e-mail or telephone call from you or your client. It later became clear that your e-mail of July 17 was a tactic to forestall Facebook's filing in order to provide your client with more time to draft and file a Declaratory Judgment against Facebook in a German court. Forum shopping was apparently your client's goal and your delay tactic the means to achieve it. Our client continued to await your response on July 17 and the morning of July 18, and, when it was obvious that none was forthcoming, filed its Complaint against StudiVZ and its related entities in the Northern District of California. Only several hours after the Complaint was filed did you choose to send me a letter enumerating any number of supposed grievances with the Standstill Agreement and informing Facebook of the Declaratory Judgment filed by StudiVZ. Despite your misleading attempt to forum shop, Facebook is prepared to proceed in both jurisdictions.

Now that litigation has been formally instituted, it is pointless to dwell on missed opportunities that could have delayed or precluded it. To the contrary, we feel it necessary to discuss outstanding procedural issues that require your immediate attention.

First, as you are aware, StudiVZ has an ongoing duty to preserve evidence relevant to this litigation, violation of which will result in the imposition of sanctions. We are in receipt of your July 21 e-mail stating that your client is aware of its obligations regarding document preservation and that it has complied and will continue to comply with those obligations. I appreciate your assurance on this front. However, I would simply like to make clear to your client that these obligations trump any language regarding the preservation and/or destruction of documents in the May 15, 2008 Mutual Non-Disclosure Agreement entered into by Facebook and Georg von Holtzbrinck GmbH & Co. KG. At your earliest convenience, please confirm that your client is aware of this fact.

Second, your letter makes various statements regarding your belief that the Northern District of California does not have personal jurisdiction over your client and/or that your client will not consent to personal jurisdiction in this venue. Given your arguments concerning this point, we believe that it is prudent to move for expedited discovery regarding the personal jurisdiction issue pursuant to Federal Rule of Civil Procedure 26(d). Please let me know by



Stephen S. Smith
July 21, 2008
Page 3

close of business Wednesday, July 23, whether your client will stipulate to such expedited discovery and/or allow Facebook to file an unopposed motion seeking it.

I am, as always, at your disposal should you wish to discuss these or any other issues relating to this case. I look forward to hearing from you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Neel Chatterjee", with a stylized flourish at the end.

Neel Chatterjee



ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 MARSH ROAD
MENLO PARK, CALIFORNIA 94025-1015
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fax +1-650-614-7401
WWW.ORRICK.COM

July 23, 2008

I. Neel Chatterjee
(650) 614-7356
nchatterjee@orrick.com

VIA E-MAIL ATTACHMENT

Stephen S. Smith
1900 Avenue of the Stars, 21st Floor
Los Angeles, CA 90067
ssmith@ggfirm.com

Re: Facebook, Inc. v. StudiVZ Ltd., et al., C08 - 03468

Dear Mr. Smith:

I write today to seek assurances for my client, Facebook. As I stated in my previous letter of July 21, I have no interest in litigating the merits of this matter through the medium of correspondence. I understand your stated position that you believe your client to be innocent of any past wrongdoing with respect to Facebook's intellectual property rights. Obviously, we disagree and each side has initiated proceedings to seek judicial resolution of our dispute.

Today, I would like to ask for assurances that StudiVZ (and its related websites) will not, from this date forward, copy Facebook's website's look, feel, design or in any other way violate Facebook's intellectual property rights and/or Terms of Use. As you may or may not know, Facebook is releasing a new update to its website design and look. A beta version of the site was released for public inspection Monday, July 21, 2008. It is important to Facebook that it receive confirmation from StudiVZ and its related entities that StudiVZ will not violate Facebook's rights with respect to this new site design.

I would appreciate confirmation of StudiVZ's assurances by the close of business Monday, July 28, 2008.

Very truly yours,

Neel Chatterjee

1 GARY E. WEISS (STATE BAR NO. 122962)
gweiss@orrick.com
2 I. NEEL CHATTERJEE (STATE BAR NO. 173985)
nchatterjee@orrick.com
3 JULIO C. AVALOS (STATE BAR NO. 255350)
javalos@orrick.com
4 ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
5 Menlo Park, CA 94025
Telephone: +1-650-614-7400
6 Facsimile: +1-650-614-7401

7 WARRINGTON S. PARKER (STATE BAR NO. 148003)
wparker@orrick.com
8 ORRICK, HERRINGTON & SUTCLIFFE LLP
The Orrick Building
9 405 Howard Street
San Francisco, CA 94105-2669
10 Telephone: +1-415-773-5700
Facsimile: +1-415-773-5759

11 Attorneys for Plaintiff
12 FACEBOOK, INC.

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN JOSE DIVISION
16

17 FACEBOOK, INC.,
18 Plaintiff,
19 v.
20 STUDIVZ LTD., VERLAGSGRUPPE
21 GEORG VON HOLTZBRINCK GmBH,
22 HOTLZBRINCK NETWORKS GmBH,
23 HOLTZBRINCK VENTURES GmBH, and
24 DOES 1-25,
25 Defendant.

Case No. 5:08-cv-03468 JF
**NOTICE OF A LAWSUIT AND
REQUEST TO WAIVE SERVICE OF A
SUMMONS**

1 To: STUDIVZ LTD., VERLAGSGRUPPE GEORG VON HOLTZBRINCK GmBH,
2 HOTLZBRINCK NETWORKS GmBH, HOLTZBRINCK VENTURES GmBH (collectively
3 “Defendants”) AND THEIR ATTORNEY OF RECORD:

4 **Why are you getting this?**

5 A lawsuit has been filed against you, or the entity you represent, in this court under the
6 number shown above. A copy of the complaint is attached.

7 This is not a summons, or an official notice from the court. It is a request that, to avoid
8 expenses, you waive formal service of a summons by signing and returning the enclosed waiver.
9 To avoid these expenses, you must return the signed waiver within <give at least 30 days or at
10 least 60 days if the defendant is outside any judicial district of the United States> from the date
11 shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed,
12 along with a stamped, self-addressed envelope or other prepaid means for returning one copy.
13 You may keep the other copy.

14 **What happens next?**

15 If you return the signed waiver, I will file it with the court. The action will then proceed
16 as if you had been served on the date the waiver is filed, but no summons will be served on you
17 and you will have 60 days from the date this notice is sent (see the date below) to answer the
18 complaint (or 90 days if this notice is sent to you outside any judicial district of the United
19 States).

20 If you do not return the signed waiver within the time indicated, I will arrange to have the
21 summons and complaint served on you. And I will ask the court to require you, or the entity you
22 represent, to pay the expenses of making service.

23 Please read the enclosed statement about the duty to avoid unnecessary expenses.

24 I certify that this request is being sent to you on the date below.

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Dated: July 24, 2008

ORRICK, HERRINGTON & SUTCLIFFE LLP



I. NEEL CHATTERJEE
Attorneys for Plaintiff
FACEBOOK, INC.

1 GARY E. WEISS (STATE BAR NO. 122962)
gweiss@orrick.com
2 I. NEEL CHATTERJEE (STATE BAR NO. 173985)
nchatterjee@orrick.com
3 JULIO C. AVALOS (STATE BAR NO. 255350)
javalos@orrick.com
4 ORRICK, HERRINGTON & SUTCLIFFE LLP
1000 Marsh Road
5 Menlo Park, CA 94025
Telephone: +1-650-614-7400
6 Facsimile: +1-650-614-7401

7 WARRINGTON S. PARKER (STATE BAR NO. 148003)
wparker@orrick.com
8 ORRICK, HERRINGTON & SUTCLIFFE LLP
The Orrick Building
9 405 Howard Street
San Francisco, CA 94105-2669
10 Telephone: +1-415-773-5700
Facsimile: +1-415-773-5759

11 Attorneys for Plaintiff
12 FACEBOOK, INC.

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN JOSE DIVISION
16

17 FACEBOOK, INC.,
18 Plaintiff,
19
20 v.
21 STUDIVZ LTD., VERLAGSGRUPPE
GEORG VON HOLTZBRINCK GmBH,
22 HOTLZBRINCK NETWORKS GmBH,
HOLTZBRINCK VENTURES GmBH, and
DOES 1-25,
23 Defendants.
24

Case No. 5:08-cv-03468 JF
**WAIVER OF SERVICE THE OF
SUMMONS**

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1 **WAIVER OF THE SERVICE OF SUMMONS**

2 To: FACEBOOK, INC. AND THEIR ATTORNEY OF RECORD:

3 I have received your request to waive service of a summons in this action along with a
4 copy of the complaint, two copies of this waiver form, and a prepaid means of returning one
5 signed copy of the form to you.

6 I, or the entity I represent, agree to save the expense of serving a summons and complaint
7 in this case.

8 I understand that I, or the entity I represent, will keep all defenses or objections to the
9 lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the
10 absence of a summons or of service.

11 I also understand that I, or the entity I represent, must file and serve an answer or a motion
12 under Rule 12 within 60 days from July 24, 2008, the date when this request was sent (or 90 days
13 if it was sent outside the United States). If I fail to do so, a default judgment will be entered
14 against me or the entity I represent.

15 Dated: _____, 2008

16 _____
17 DR. ANKA REICH
18 General Counsel/SVP
19 Verlagsgruppe Georg von Holtzbrinck GmbH
20 Gänsheidestraße 26
21 70184 Stuttgart, Germany
22 anka.reich@holtzbrinck.com
23 Attorneys for Defendants
24 STUDIVZ LTD., VERLAGSGRUPPE GEORG
25 VON HOLTZBRINCK GmbH, HOLTZBRINCK
26 NETWORKS GmbH, HOLTZBRINCK
27 VENTURES GmbH

23 **Duty to Avoid Unnecessary Expenses of Serving a Summons**

24 Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in
25 saving unnecessary expenses of serving a summons and complaint. A defendant who is located
26 in the United States and who fails to return a signed waiver of service requested by a plaintiff
27 located in the United States will be required to pay the expenses of service, unless the defendant
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1 shows good cause for the failure.

2 "Good cause" does not include a belief that the lawsuit is groundless, or that it has been
3 brought in an improper venue, or that the court has no jurisdiction over this matter or over the
4 defendant or the defendant's property.

5 If the waiver is signed and returned, you can still make these and all other defenses and
6 objections, but you cannot object to the absence of a summons or of service.

7 If you waive service, then you must, within the time specified on the waiver form, serve
8 an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing
9 and returning the waiver form, you are allowed more time to respond than if a summons had been
10 served.

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11 Attorneys for Plaintiff
12 FACEBOOK, INC.

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14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN JOSE DIVISION
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17 FACEBOOK, INC.,

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20 STUDIVZ LTD., VERLAGSGRUPPE
21 GEORG VON HOLTZBRINCK GmBH,
HOTLZBRINCK NETWORKS GmBH,
22 HOLTZBRINCK VENTURES GmBH, and
DOES 1-25,

23 Defendants.
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Case No. 5:08-cv-03468 JF

**WAIVER OF SERVICE THE OF
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Dated: _____, 2008

DR. ANKA REICH
General Counsel/SVP
Verlagsgruppe Georg von Holtzbrinck GmbH
Gänsheidestraße 26
70184 Stuttgart, Germany
anka.reich@holtzbrinck.com
Attorneys for Defendants
STUDIVZ LTD., VERLAGSGRUPPE GEORG
VON HOLTZBRINCK GmbH, HOLTZBRINCK
NETWORKS GmbH, HOLTZBRINCK
VENTURES GmbH

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