

# **EXHIBIT B**

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7 Attorneys for Defendants  
8 StudiVZ Ltd., Holtzbrinck Networks GmbH,  
and Holtzbrinck Ventures GmbH  
9

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

13  
14 FACEBOOK, INC.,

15 Plaintiff,

16 v.

17 STUDIVZ LTD., HOLTZBRINCK  
18 NETWORKS GmbH,  
HOLTZBRINCK VENTURES  
19 GmbH, and DOES 1-25,

20 Defendants.  
21

Case No. 5:08-CV-03468 JF

Assigned To: Honorable Jeremy Fogel

**STUDIVZ LTD.'S SUPPLEMENTAL  
RESPONSES TO FACEBOOK,  
INC.'S FIRST SET OF SPECIAL  
INTERROGATORIES**

Complaint Filed: July 18, 2008

22  
23 PROPOUNDING PARTY: FACEBOOK, INC.

24 RESPONDING PARTY: STUDIVZ LTD.

25 SET NUMBER: ONE  
26  
27  
28

1 I. GENERAL OBJECTIONS

2 A. StudiVZ objects to the Special Interrogatories (“Interrogatories”) on  
3 the grounds that Facebook seeks the right to use evidence obtained in this action in  
4 the action pending between Facebook and StudiVZ in Germany (the “German  
5 Action”). It is improper under established law to use this lawsuit or this Court as  
6 vehicles to obtain discovery for use in a foreign case when that evidence is located  
7 outside the United States, as it is here. It is also inconsistent with the District  
8 Court’s form protective order.

9  
10 B. StudiVZ objects to the Interrogatories on the grounds that they seek  
11 discovery that is not reasonably related to pertinent disputed personal jurisdictional  
12 or *forum non conveniens* issues, which is improper given that there are currently  
13 pending motions to dismiss all defendants for lack of personal jurisdiction and  
14 *forum non conveniens*.

15  
16 C. StudiVZ objects to the Interrogatories to the extent that they would  
17 require violation of the privacy rights of its employees and customers as embodied  
18 in German and European Union law, including but not limited to the German  
19 Constitution, the German Federal Data Protection Act (BDSG), the German  
20 Telecommunications Act (TKG), the German Tele Services Data Protection Act  
21 (TDDSG), the European Community Data Protection Directive 95/46/EC, Data  
22 Protection Directive for Electronic Communication 2002/58/EC and the E-  
23 Commerce Directive 2000/31/EC.

24  
25 D. StudiVZ objects to the Interrogatories on the grounds that the  
26 definition of “STUDIVZ,” “YOU,” and “YOUR” includes StudiVZ’s “directors,  
27 officers, parents, subsidiaries, predecessors, successors, assigns, agents, servants,  
28 employees, investigators, attorneys, AND ALL other persons and entities

1 representing it acting on its behalf, OR purporting to act on its behalf, including  
2 without limitation, Ehasan Dariani and Dennis Bemman.” This is improperly  
3 overbroad generally and is particularly so given that the discovery purports to relate  
4 to personal jurisdiction, since in establishing jurisdiction discovery must be directed  
5 only at the party over whom jurisdiction is being asserted.

6  
7 E. StudiVZ objects to the Interrogatories to the extent they seek  
8 information that is protected from disclosure by the attorney-client privilege, the  
9 attorney work product doctrine, the right of privacy and/or any other applicable  
10 privileges, doctrines, or immunity from disclosure.

11  
12 F. StudiVZ further objects to the Interrogatories to the extent they  
13 attempt or purport to impose obligations on StudiVZ beyond those set forth in the  
14 Federal Rules of Civil Procedure and the Hague Convention of 18 March 1970 on  
15 the Taking of Evidence Abroad in Civil or Commercial Matters (“Hague Evidence  
16 Convention”) as interpreted and enforced under German law. All definitions and  
17 instructions will be treated as having no force or effect to the extent they purport to  
18 impose obligations on StudiVZ beyond those set forth in the Federal Rules of Civil  
19 Procedure or the Hague Evidence Convention as interpreted and enforced under  
20 German law.

21  
22 **SPECIAL INTERROGATORY NO. 1:**

23 Describe in detail AND IDENTIFY ALL contacts AND  
24 COMMUNICATIONS YOU have had with PERSONS (including without  
25 limitation, USERS OF STUDIVZ AND USERS OF FACEBOOK) currently OR  
26 formerly residing OR domiciled in California. In doing so, IDENTIFY the  
27 PERSONS contacted, the location AND time where any such contact OR event  
28 occurred, AND the subject matter of the contact OR COMMUNICATION.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

2 StudivZ hereby incorporates by reference the general objections set forth  
3 above. StudivZ further objects to this interrogatory on the grounds that a plaintiff  
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6 over StudivZ, or it must identify material jurisdictional issues that are in dispute.  
7 Facebook has done neither. StudivZ further objects to this interrogatory on the  
8 grounds that the definition of “YOU” is grossly overbroad. StudivZ further objects  
9 to this interrogatory on the grounds that it is unlimited as to time, and is so  
10 overbroad as to be unduly burdensome and harassing. StudivZ further objects to  
11 this interrogatory on the grounds that it is compound. StudivZ further objects to  
12 this interrogatory on the grounds that it seeks information that is not relevant nor  
13 reasonably calculated to lead to the discovery of admissible evidence. StudivZ  
14 further objects to this interrogatory on the grounds that it is not limited to contacts  
15 or communications that occurred within the authorized course and scope of  
16 StudivZ’s business.

17 Notwithstanding the foregoing objections, and pursuant to agreements  
18 reached during the parties’ “meet and confer,” StudivZ responds as follows:

19 StudivZ was party to only one negotiated contract with a known California  
20 resident or that contained an express California choice of law clause as of July 18,  
21 2008. The other party was a company called VMWare Fusion. The contract was a  
22 license to use VMWare Fusion’s proprietary software to help Windows run on Mac  
23 computers. To StudivZ’s knowledge, after engaging in due diligence to determine  
24 the answer, the only other contracts that StudivZ had with any possible residents of  
25 California that were in effect as of July 18, 2008 were adhesion contracts, such as  
26 form license agreements that one must accept when purchasing software or when  
27 software is included with purchased hardware.

28 Also, as of July 18, 2008, StudivZ did not have any accounts receivable that

1 were owed to StudiVZ by a known California resident.

2 Also, as of July 18, 2008, StudiVZ did not have any accounts payable that  
3 were owed by StudiVZ to a known California resident.

4  
5 **SPECIAL INTERROGATORY NO. 2:**

6 Describe in detail AND IDENTIFY ALL contacts AND  
7 COMMUNICATIONS YOU have had with businesses (including without  
8 limitation, Internet search engines providers such as Google Inc. AND Yahoo!Inc.,  
9 server providers, advertising agencies, advertisers, Internet service providers,  
10 computer equipment providers, YOUR licensors AND licensees) currently OR  
11 formerly located, licensed, based, OR incorporated in California. In doing so,  
12 IDENTIFY the PERSONS contacted, the location AND time where any such  
13 contact OR event occurred, AND the subject matter of the contact OR  
14 COMMUNICATION.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

16 StudiVZ hereby incorporates by reference the general objections set forth  
17 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
18 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
19 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
20 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
21 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
22 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects  
23 to this interrogatory on the grounds that it is unlimited as to time, and is so  
24 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
25 this interrogatory on the grounds that it is compound. StudiVZ further objects to  
26 this interrogatory on the grounds that it seeks information that is not relevant nor  
27 reasonably calculated to lead to the discovery of admissible evidence. StudiVZ  
28 further objects to this interrogatory on the grounds that it is not limited to contacts

1 or communications that occurred within the authorized course and scope of  
2 StudiVZ's business.

3 Notwithstanding the foregoing objections, and pursuant to agreements  
4 reached during the parties' "meet and confer," StudiVZ responds as follows:

5 StudiVZ was party to only one negotiated contract with a known California  
6 resident or that contained an express California choice of law clause as of July 18,  
7 2008. The other party was a company called VMWare Fusion. The contract was a  
8 license to use VMWare Fusion's proprietary software to help Windows run on Mac  
9 computers. To StudiVZ's knowledge, after engaging in due diligence to determine  
10 the answer, the only other contracts that StudiVZ had with any possible residents of  
11 California that were in effect as of July 18, 2008 were adhesion contracts, such as  
12 form license agreements that one must accept when purchasing software or when  
13 software is included with purchased hardware.

14 Also, as of July 18, 2008, StudiVZ did not have any accounts receivable that  
15 were owed to StudiVZ by a known California resident.

16 Also, as of July 18, 2008, StudiVZ did not have any accounts payable that  
17 were owed by StudiVZ to a known California resident.

18  
19 **SPECIAL INTERROGATORY NO. 3:**

20 Describe in detail AND IDENTIFY ALL contacts AND  
21 COMMUNICATIONS YOU have had with universities AND colleges located in  
22 California, including without limitation, letters, emails, advertising materials,  
23 business solicitations, business contacts, telephonic conversations, facsimile  
24 transmissions. In doing so, IDENTIFY the PERSONS contacted, the location AND  
25 time where any such contact OR event occurred, AND the subject matter of the  
26 contact OR COMMUNICATION.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

28 StudiVZ hereby incorporates by reference the general objections set forth

1 Dennis Bemmann and Michael Brehm went together to California to negotiate with  
2 Facebook and another U.S. company about a proposed purchase of studiVZ. At the  
3 end of 2006, Michael Brehm visited Facebook in California one more time, this  
4 time by himself, in connection with those same negotiations with Facebook  
5 concerning Facebook's proposed purchase of StudiVZ. In 2008, Dennis Bemmann  
6 visited California for due diligence purposes during another attempt by Facebook to  
7 buy StudiVZ.

8  
9 **SPECIAL INTERROGATORY NO. 8:**

10 IDENTIFY ALL of YOUR current AND former personal OR real property  
11 currently OR previously located in California.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

13 StudiVZ hereby incorporates by reference the general objections set forth  
14 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
15 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
16 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
17 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
18 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
19 grounds that the definition of "YOUR" is grossly overbroad. StudiVZ further  
20 objects to this interrogatory on the grounds that it seeks information that is not  
21 relevant nor reasonably calculated to lead to the discovery of admissible evidence.

22 Notwithstanding the foregoing objections, and pursuant to agreements  
23 reached during the parties' "meet and confer," StudiVZ responds as follows:

24 As of July 18, 2008, StudiVZ owned no real or personal property located in  
25 California.

26  
27 **SPECIAL INTERROGATORY NO. 9:**

28 IDENTIFY ALL contracts AND agreements involving YOU in which



1 California law governs AND/OR in which the parties to the contract OR agreement  
2 agreed as to the jurisdiction of California state courts AND/OR United States  
3 federal courts located in California.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

5 StudiVZ hereby incorporates by reference the general objections set forth  
6 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
9 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
10 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
11 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects  
12 to this interrogatory on the grounds that it is unlimited as to time, and is so  
13 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
14 this interrogatory on the grounds that it seeks information that is not relevant nor  
15 reasonably calculated to lead to the discovery of admissible evidence.

16 Notwithstanding the foregoing objections, and pursuant to agreements  
17 reached during the parties' "meet and confer," StudiVZ responds as follows:

18 StudiVZ was party to only one negotiated contract with a known California  
19 resident or that contained an express California choice of law clause as of July 18,  
20 2008. The other party was a company called VMWare Fusion. The contract was a  
21 license to use VMWare Fusion's proprietary software to help Windows run on Mac  
22 computers. To StudiVZ's knowledge, after engaging in due diligence to determine  
23 the answer, the only other contracts that StudiVZ had with any possible residents of  
24 California that were in effect as of July 18, 2008 were adhesion contracts, such as  
25 form license agreements that one must accept when purchasing software or when  
26 software is included with purchased hardware.

1 **SPECIAL INTERROGATORY NO. 10:**

2 IDENTIFY occurrences when YOU AND/OR ANY PERSON on YOUR  
3 behalf, including without limitation, Ehssan Dariani and Dennis Bemman, accessed  
4 the website, www.facebook.com OR www.thefacebook.com, AND the purposes of  
5 each access, including without limitation, ANY COMMUNICATIONS that  
6 RELATE TO ANY of the occurrences AND IDENTIFY the USER OF  
7 FACEBOOK OR registrant accounts OR email addresses used to access the  
8 facebook.com website.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

10 StudiVZ hereby incorporates by reference the general objections set forth  
11 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
12 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
13 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
14 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
15 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
16 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects  
17 to this interrogatory on the grounds that it is unlimited as to time, and is so  
18 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
19 this interrogatory on the grounds that it seeks information that is not relevant nor  
20 reasonably calculated to lead to the discovery of admissible evidence. StudiVZ  
21 further objects to this interrogatory on the grounds that it is not limited to access  
22 that occurred within the authorized course and scope of StudiVZ's business.

23  
24 **SPECIAL INTERROGATORY NO. 11:**

25 IDENTIFY ALL of YOUR licenses OR registrations regarding the ability to  
26 do business in California.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

28 StudiVZ hereby incorporates by reference the general objections set forth

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

2 StudiVZ hereby incorporates by reference the general objections set forth  
3 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
7 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
8 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects  
9 to this interrogatory on the grounds that it is unlimited as to time, and is so  
10 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
11 this interrogatory on the grounds that it seeks information that is not relevant nor  
12 reasonably calculated to lead to the discovery of admissible evidence.  
13

14 **SPECIAL INTERROGATORY NO. 15:**

15 IDENTIFY ALL PERSONS responsible in any manner for the design,  
16 programming and maintenance of the [www.studivz.net](http://www.studivz.net) website, including without  
17 limitation the location of the PERSON, job descriptions, authorities, dates in these  
18 positions, duties, AND responsibilities.

19 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

20 StudiVZ hereby incorporates by reference the general objections set forth  
21 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
22 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
23 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
24 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
25 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
26 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
27 burdensome and harassing. StudiVZ further objects to this interrogatory on the  
28 grounds that it seeks information that is not relevant nor reasonably calculated to

1 lead to the discovery of admissible evidence.

2 Notwithstanding the foregoing objections, and pursuant to agreements  
3 reached during the parties' "meet and confer," StudiVZ responds as follows:

4 StudiVZ is concurrently producing to Facebook two partial organizational  
5 charts, showing the employees who were the heads of the company departments in  
6 charge of design, programming, operations and marketing as of July 18, 2008 and  
7 January 1, 2009. Those charts are attached hereto and incorporated herein as  
8 Exhibit "A."

9

10 **SPECIAL INTERROGATORY NO. 16:**

11 IDENTIFY ALL PERSONS responsible in any manner for the design,  
12 programming and maintenance of the [www.studivz.net](http://www.studivz.net) website, the  
13 [www.meinvz.net](http://www.meinvz.net) website, the [www.studiqg.fr](http://www.studiqg.fr) website, the [www.studiln.it](http://www.studiln.it) website,  
14 the [www.estudiln.net](http://www.estudiln.net) website, the [www.studentix.pl](http://www.studentix.pl) website AND the  
15 [www.schuelervz.net](http://www.schuelervz.net) website, including without limitation, the location of the  
16 PERSON, job descriptions, authorities, dates in these positions, duties, AND  
17 responsibilities.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

19 StudiVZ hereby incorporates by reference the general objections set forth  
20 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
21 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
22 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
23 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
24 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
25 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
26 burdensome and harassing. StudiVZ further objects to this interrogatory on the  
27 grounds that it seeks information that is not relevant nor reasonably calculated to  
28 lead to the discovery of admissible evidence.

1 Notwithstanding the foregoing objections, and pursuant to agreements  
2 reached during the parties' "meet and confer," StudiVZ responds as follows:

3 StudiVZ is concurrently producing to Facebook two partial organizational  
4 charts, showing the employees who were the heads of the company departments in  
5 charge of design, programming, operations and marketing as of July 18, 2008 and  
6 January 1, 2009. Those charts are attached hereto and incorporated herein as  
7 Exhibit "A."

8  
9 **SPECIAL INTERROGATORY NO. 17:**

10 IDENTIFY current AND former directors, officers, employees, AND agents  
11 of STUDIVZ, including without limitation, dates in these positions, duties, job  
12 descriptions, authorities, AND responsibilities.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 17:**

14 StudiVZ hereby incorporates by reference the general objections set forth  
15 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff  
16 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
17 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
18 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.  
19 Facebook has done neither. StudiVZ further objects to this interrogatory on the  
20 grounds that the definition of "STUDIVZ" is grossly overbroad. StudiVZ further  
21 objects to this interrogatory on the grounds that it is unlimited as to time, and is so  
22 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to  
23 this interrogatory on the grounds that it seeks information that is not relevant nor  
24 reasonably calculated to lead to the discovery of admissible evidence.

25 Notwithstanding the foregoing objections, and pursuant to agreements  
26 reached during the parties' "meet and confer," StudiVZ responds as follows:

27 StudiVZ is concurrently producing to Facebook two partial organizational  
28 charts, showing the employees who were the heads of the company departments in

1 on the grounds that it seeks information that is not relevant nor reasonably  
2 calculated to lead to the discovery of admissible evidence. StudiVZ further objects  
3 to the interrogatory on the grounds that it infringes upon the users' privacy rights.

4 Notwithstanding the foregoing objections, and pursuant to agreements  
5 reached during the parties' "meet and confer," StudiVZ responds as follows:

6 StudiVZ's websites are accessible from any and all colleges, universities and  
7 institutions of higher learning that provide internet access all over the world,  
8 including California. But StudiVZ does not specifically target its activities at  
9 colleges, universities or institutes of higher learning in California.

10 DATED: December 24, 2008

GREENBERG GLUSKER FIELDS  
CLAMAN & MACHTINGER LLP

11  
12  
13 By: 

14 STEPHEN S. SMITH  
15 WILLIAM M. WALKER  
16 Attorneys for Defendants StudiVZ  
17 Ltd., Holtzbrinck Networks GmbH,  
18 and Holtzbrinck Ventures GmbH  
19  
20  
21  
22  
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VERIFICATION

I, Michael Brehm, declare as follows:

I have read the foregoing "STUDIVZ LTD.'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES" and know the contents therein. I am the Chief Operating Officer of StudiVZ, Ltd. The matters stated therein are either true of my own knowledge or I am informed and believe them to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Berlin, Germany on December 24, 2008.

  
Michael Brehm

GREENBERG GLUSKER FIELDS CLAMAN  
& MACHINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

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1 **PROOF OF SERVICE**

2 CCP §1011, CCP §1013a(3)

3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 I am employed in the county of Los Angeles, State of California.

5 I am over the age of 18 and not a party to the within action; my business address is 1900 Avenue of the Stars, Suite 2100, Los Angeles, California 90067-4590.

6 On December 24, 2008, I served the foregoing document described as **STUDIVZ LTD.'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES** on the interested parties in this action

7  by placing  the **original**  a true copy thereof enclosed in sealed envelopes addressed as follows:

8 Thomas Gray, Esq. **(ORIGINAL)**  
9 Orrick, Herrington & Sutcliffe LLP  
10 4 Park Plaza, Suite 1600  
11 Irvine, CA 92614-2558

Attorneys for Plaintiff Facebook, Inc.

12 Gary E. Weiss, Esq. **(COPY)**  
13 gweiss@orrick.com  
14 Orrick, Herrington & Sutcliffe LLP  
15 1000 Marsh Road  
16 Menlo Park, CA 94025

17 **BOTH BY E-MAIL AND U.S. MAIL:**

18  As follows: I am "readily familiar" with the firm's practice of collection and processing  
19 correspondence for mailing. Under that practice it would be deposited with U.S. postal service  
20 on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary  
21 course of business. I am aware that on motion of the party served, service is presumed invalid if  
22 postal cancellation date or postage meter date is more than one day after date of deposit for  
23 mailing in affidavit. A true and correct copy of the document was also e-mailed to Thomas Gray,  
24 Esq., tgray@orrick.com, and to Gary E. Weiss, Esq. at gweiss@orrick.com.

25 Executed on December 24, 2008, at Los Angeles, California.

26 **BY PERSONAL SERVICE:**

27  I delivered such envelope by hand to the offices of the addressee.

28 Executed on \_\_\_\_\_, at Los Angeles, California.

(Fed) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

\_\_\_\_\_  
Nancy L. Luis

  
SIGNATURE

**PROOF OF SERVICE**

GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
1900 Avenue of the Stars, 21<sup>st</sup> Floor  
Los Angeles, California 90067-4590



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7 Attorneys for Defendants  
8 StudiVZ Ltd., Holtzbrinck Networks GmbH,  
and Holtzbrinck Ventures GmbH  
9

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

14 FACEBOOK, INC.,

15 Plaintiff,

16 v.

17 STUDIVZ LTD., HOLTZBRINCK  
18 NETWORKS GmbH,  
HOLTZBRINCK VENTURES  
GmbH, and DOES 1-25,

19 Defendants.  
20  
21

Case No. 5:08-CV-03468 JF

Assigned To: Honorable Jeremy Fogel

**HOLTZBRINCK VENTURES  
GmbH'S SUPPLEMENTAL  
RESPONSES TO FACEBOOK,  
INC.'S FIRST SET OF SPECIAL  
INTERROGATORIES**

Complaint Filed: July 18, 2008

24 PROPOUNDING PARTY: FACEBOOK, INC.

25 RESPONDING PARTY: HOLTZBRINCK VENTURES GmbH

26 SET NUMBER: ONE  
27  
28

1 I. GENERAL OBJECTIONS

2 A. Holtzbrinck Ventures GmbH (“Ventures”) objects to the Special  
3 Interrogatories (“Interrogatories”) on the grounds that Facebook seeks the right to  
4 use evidence obtained in this action in the action pending between Facebook and  
5 StudiVZ in Germany (the “German Action”). It is improper under established law  
6 to use this lawsuit or this Court as vehicles to obtain discovery for use in a foreign  
7 case when that evidence is located outside the United States, as it is here. It is also  
8 inconsistent with the District Court’s form protective order.

9  
10 B. Ventures objects to the Interrogatories on the grounds that they seek  
11 discovery that is not reasonably related to pertinent disputed personal jurisdictional  
12 or *forum non conveniens* issues, which is improper given that there are currently  
13 pending motions to dismiss all defendants for lack of personal jurisdiction and  
14 *forum non conveniens*.

15  
16 C. Networks objects to the Interrogatories to the extent that they would  
17 require violation of the privacy rights of its employees and its customers as  
18 embodied in the German Constitution and the German Federal Data Protection Act  
19 (BDSG), the German Telecommunications Act (TKG), the German Tele Services  
20 Data Protection Act (TDDSG), the European Community Data Protection Directive  
21 95/46/EC, Data Protection Directive for Electronic Communication 2002/58/EC  
22 and the E-Commerce Directive 2000/31/EC.

23  
24 D. Ventures objects to the Interrogatories on the grounds that  
25 “HOLTZBRINCK VENTURES GmbH,” “YOU,” and “YOUR” is defined as  
26 “defendant Verlagsgruppe Georg Von Holtzbrinck GmbH and its directors, officers,  
27 parents, subsidiaries, predecessors, successors, assigns, agents, servants,  
28 employees, investigators, attorneys, AND ALL other persons and entities

1 representing it acting on its behalf, OR purporting to act on its behalf, including  
2 without limitation Ehassan Dariani and Dennis Bemman.” Verlagsgruppe Georg  
3 Von Holtzbrinck GmbH has already been dismissed and is no longer a party to this  
4 action. Moreover, the definition is overbroad generally and is particularly so given  
5 that the discovery purports to relate to personal jurisdiction, since in establishing  
6 jurisdiction discovery must be directed only at the party over whom jurisdiction is  
7 being asserted.

8  
9 E. Ventures objects to the Interrogatories to the extent they seek  
10 information that is protected from disclosure by the attorney-client privilege, the  
11 attorney work product doctrine, the right of privacy and/or any other applicable  
12 privileges, doctrines, or immunity from disclosure.

13  
14 F. Ventures further objects to the Interrogatories to the extent they  
15 attempt or purport to impose obligations on Ventures beyond those set forth in the  
16 Federal Rules of Civil Procedure and the Hague Evidence Convention as  
17 interpreted and enforced under German law. All definitions and instructions will be  
18 treated as having no force or effect to the extent they purport to impose obligations  
19 on Ventures beyond those set forth in the Federal Rules of Civil Procedure and the  
20 Hague Evidence Convention as interpreted and enforced under German law.

21  
22 **SPECIAL INTERROGATORY NO. 1:**

23 Describe in detail AND IDENTIFY ALL contacts AND  
24 COMMUNICATIONS YOU have had with PERSONS (including without  
25 limitation, USERS OF STUDIVZ AND USERS OF FACEBOOK) currently OR  
26 formerly residing OR domiciled in California. In doing so, IDENTIFY the  
27 PERSONS contacted, the location AND time where any such contact OR event  
28 occurred, AND the subject matter of the contact OR COMMUNICATION.

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

2 Ventures hereby incorporates by reference the general objections set forth  
3 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
7 Facebook has done neither. Ventures further objects to this interrogatory on the  
8 grounds that the definition of "YOU" is grossly overbroad. Ventures further  
9 objects to this interrogatory on the grounds that the definition of "YOU" includes  
10 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
11 and is no longer a party to this action. Ventures further objects to this interrogatory  
12 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly  
13 burdensome and harassing. Ventures further objects to this interrogatory on the  
14 grounds that it is compound. Ventures further objects to this interrogatory on the  
15 grounds that it seeks information that is not relevant nor reasonably calculated to  
16 lead to the discovery of admissible evidence. Ventures further objects to this  
17 interrogatory on the grounds that it is not limited to contacts or communications  
18 that occurred within the authorized course and scope of Ventures' business.

19 Notwithstanding the foregoing objections, and pursuant to agreements  
20 reached during the parties "meet and confer," Ventures responds as follows:

21 Ventures was not a party to any negotiated contracts with a known California  
22 resident or that contained an express California choice of law clause as of July 18,  
23 2008. Also, as of July 18, 2008, Ventures did not have any accounts receivable that  
24 were owed by a known California resident.

25 Also, as of July 18, 2008, Ventures did not have any accounts payable that  
26 were owed to a known California resident.

27  
28

1 **SPECIAL INTERROGATORY NO. 2:**

2 Describe in detail AND IDENTIFY ALL contacts AND  
3 COMMUNICATIONS YOU have had with businesses (including without  
4 limitation, Internet search engines providers such as Google Inc. AND Yahoo!Inc.,  
5 server providers, advertising agencies, advertisers, Internet service providers,  
6 computer equipment providers, YOUR licensors AND licensees) currently OR  
7 formerly located, licensed, based, OR incorporated in California. In doing so,  
8 IDENTIFY the PERSONS contacted, the location AND time where any such  
9 contact OR event occurred, AND the subject matter of the contact OR  
10 COMMUNICATION.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

12 Ventures hereby incorporates by reference the general objections set forth  
13 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
14 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
15 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
16 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
17 Facebook has done neither. Ventures further objects to this interrogatory on the  
18 grounds that the definition of "YOU" is grossly overbroad. Ventures further  
19 objects to this interrogatory on the grounds that the definition of "YOU" includes  
20 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
21 and is no longer a party to this action. Ventures further objects to this interrogatory  
22 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly  
23 burdensome and harassing. Ventures further objects to this interrogatory on the  
24 grounds that it is compound. Ventures further objects to this interrogatory on the  
25 grounds that it seeks information that is not relevant nor reasonably calculated to  
26 lead to the discovery of admissible evidence. Ventures further objects to this  
27 interrogatory on the grounds that it is not limited to contacts or communications  
28 that occurred within the authorized course and scope of Ventures' business.

1 Notwithstanding the foregoing objections, and pursuant to agreements  
2 reached during the parties “meet and confer,” Ventures responds as follows:

3 Ventures was not a party to any negotiated contracts with a known California  
4 resident or that contained an express California choice of law clause as of July 18,  
5 2008. Also, as of July 18, 2008, Ventures did not have any accounts receivable that  
6 were owed by a known California resident.

7 Also, as of July 18, 2008, Ventures did not have any accounts payable that  
8 were owed to a known California resident.

9  
10 **SPECIAL INTERROGATORY NO. 3:**

11 Describe in detail AND IDENTIFY ALL contacts AND  
12 COMMUNICATIONS YOU have had with universities AND colleges located in  
13 California, including without limitation, letters, emails, advertising materials,  
14 business solicitations, business contacts, telephonic conversations, facsimile  
15 transmissions. In doing so, IDENTIFY the PERSONS contacted, the location AND  
16 time where any such contact OR event occurred, AND the subject matter of the  
17 contact OR COMMUNICATION.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

19 Ventures hereby incorporates by reference the general objections set forth  
20 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
21 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
22 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
23 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
24 Facebook has done neither. Ventures further objects to this interrogatory on the  
25 grounds that the definition of “YOU” is grossly overbroad. Ventures further  
26 objects to this interrogatory on the grounds that the definition of “YOU” includes  
27 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
28 and is no longer a party to this action. Ventures further objects to this interrogatory

1 **SPECIAL INTERROGATORY NO. 8:**

2 IDENTIFY ALL of YOUR current AND former personal OR real property  
3 currently OR previously located in California.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

5 Ventures hereby incorporates by reference the general objections set forth  
6 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
9 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
10 Facebook has done neither. Ventures further objects to this interrogatory on the  
11 grounds that the definition of "YOUR" is grossly overbroad. Ventures further  
12 objects to this interrogatory on the grounds that the definition of "YOUR" includes  
13 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
14 and is no longer a party to this action. Ventures further objects to this interrogatory  
15 on the grounds that it seeks information that is not relevant nor reasonably  
16 calculated to lead to the discovery of admissible evidence.

17 Notwithstanding the foregoing objections, and pursuant to agreements  
18 reached during the parties "meet and confer," Ventures responds as follows:

19 As of July 18, 2008, Ventures owned no real or personal property located in  
20 California.

21  
22 **SPECIAL INTERROGATORY NO. 9:**

23 IDENTIFY ALL contracts AND agreements involving YOU in which  
24 California law governs AND/OR in which the parties to the contract OR agreement  
25 agreed as to the jurisdiction of California state courts AND/OR United States  
26 federal courts located in California.

27 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

28 Ventures hereby incorporates by reference the general objections set forth



1 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
2 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
3 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
4 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
5 Facebook has done neither. Ventures further objects to this interrogatory on the  
6 grounds that the definition of “YOU” is grossly overbroad. Ventures further  
7 objects to this interrogatory on the grounds that the definition of “YOU” includes  
8 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
9 and is no longer a party to this action. Ventures further objects to this interrogatory  
10 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly  
11 burdensome and harassing. Ventures further objects to this interrogatory on the  
12 grounds that it seeks information that is not relevant nor reasonably calculated to  
13 lead to the discovery of admissible evidence.

14 Notwithstanding the foregoing objections, and pursuant to agreements  
15 reached during the parties “meet and confer,” Ventures responds as follows:

16 Ventures was not a party to any negotiated contracts with a known California  
17 resident or that contained an express California choice of law clause as of July 18,  
18 2008.

19  
20 **SPECIAL INTERROGATORY NO. 10:**

21 IDENTIFY occurrences when YOU AND/OR ANY PERSON on YOUR  
22 behalf, including without limitation, Ehssan Dariani and Dennis Bemman, accessed  
23 the website, www.facebook.com OR www.thefacebook.com, AND the purposes of  
24 each access, including without limitation, ANY COMMUNICATIONS that  
25 RELATE TO ANY of the occurrences AND IDENTIFY the USER OF  
26 FACEBOOK OR registrant accounts OR email addresses used to access the  
27 facebook.com website.  
28

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

2 Ventures hereby incorporates by reference the general objections set forth  
3 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
7 Facebook has done neither. Ventures further objects to this interrogatory on the  
8 grounds that the definition of “YOU” is grossly overbroad. Ventures further  
9 objects to this interrogatory on the grounds that the definition of “YOU” includes  
10 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
11 and is no longer a party to this action. Ventures further objects to this interrogatory  
12 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly  
13 burdensome and harassing. Ventures further objects to this interrogatory on the  
14 grounds that it seeks information that is not relevant nor reasonably calculated to  
15 lead to the discovery of admissible evidence. Ventures further objects to this  
16 interrogatory on the grounds that it is not limited to access that occurred within the  
17 authorized course and scope of Ventures’ business.

18  
19 **SPECIAL INTERROGATORY NO. 11:**

20 IDENTIFY ALL of YOUR licenses OR registrations regarding the ability to  
21 do business in California.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

23 Ventures hereby incorporates by reference the general objections set forth  
24 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
25 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
26 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
27 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
28 Facebook has done neither. Ventures further objects to this interrogatory on the

1 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
2 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
3 Facebook has done neither. Ventures further objects to this interrogatory on the  
4 grounds that the definition of “YOU” is grossly overbroad. Ventures further  
5 objects to this interrogatory on the grounds that the definition of “YOU” includes  
6 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
7 and is no longer a party to this action. Ventures further objects to this interrogatory  
8 on the grounds that it is unlimited as to time, and is so overbroad as to be unduly  
9 burdensome and harassing. Ventures further objects to this interrogatory on the  
10 grounds that it seeks information that is not relevant nor reasonably calculated to  
11 lead to the discovery of admissible evidence.

12  
13 **SPECIAL INTERROGATORY NO. 15:**

14 IDENTIFY ALL PERSONS responsible in any manner for the design,  
15 programming and maintenance of the [www.studivz.net](http://www.studivz.net) website, including without  
16 limitation the location of the PERSON, job descriptions, authorities, dates in these  
17 positions, duties, AND responsibilities.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

19 Ventures hereby incorporates by reference the general objections set forth  
20 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
21 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
22 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
23 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
24 Facebook has done neither. Ventures further objects to this interrogatory on the  
25 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
26 burdensome and harassing. Ventures further objects to this interrogatory on the  
27 grounds that it seeks information that is not relevant nor reasonably calculated to  
28 lead to the discovery of admissible evidence. Ventures further objects to this

1 interrogatory on the grounds that it does not design, program, maintain or operate  
2 the websites.

3 **SPECIAL INTERROGATORY NO. 16:**

4 IDENTIFY ALL PERSONS responsible in any manner for the design,  
5 programming and maintenance of the www.studivz.net website, the  
6 www.meinvz.net website, the www.studiqg.fr website, the www.studiln.it website,  
7 the www.estudiln.net website, the www.studentix.pl website AND the  
8 www.schuelervz.net website, including without limitation, the location of the  
9 PERSON, job descriptions, authorities, dates in these positions, duties, AND  
10 responsibilities.

11 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

12 Ventures hereby incorporates by reference the general objections set forth  
13 above. Ventures further objects to this interrogatory on the grounds that a plaintiff  
14 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
15 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
16 over Ventures, or it must identify material jurisdictional issues that are in dispute.  
17 Facebook has done neither. Ventures further objects to this interrogatory on the  
18 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
19 burdensome and harassing. Ventures further objects to this interrogatory on the  
20 grounds that it seeks information that is not relevant nor reasonably calculated to  
21 lead to the discovery of admissible evidence. Ventures further objects to this  
22 interrogatory on the grounds that it does not design, program, maintain or operate  
23 the websites.

24  
25 **SPECIAL INTERROGATORY NO. 17:**

26 IDENTIFY current AND former directors, officers, employees, AND agents  
27 of STUDIVZ, including without limitation, dates in these positions, duties, job  
28 descriptions, authorities, AND responsibilities.

1 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
2 burdensome and harassing. Ventures further objects to this interrogatory on the  
3 grounds that it seeks information that is not relevant nor reasonably calculated to  
4 lead to the discovery of admissible evidence. Ventures further objects to the  
5 interrogatory on the grounds that it infringes upon the users' privacy rights.  
6 Ventures further objects to this interrogatory on the grounds that it seeks  
7 information about StudiVZ, not Ventures.  
8  
9

10 DATED: December 24, 2008

GREENBERG GLUSKER FIELDS  
CLAMAN & MACHTINGER LLP

11  
12  
13 By: 

14 STEPHEN S. SMITH (SBN 166539)  
15 Attorneys for Defendants StudiVZ  
16 Ltd., Holtzbrinck Networks GmbH,  
17 and Holtzbrinck Ventures GmbH  
18  
19  
20  
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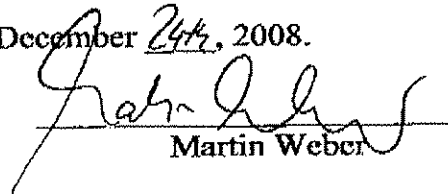
VERIFICATION

I, Martin Weber, declare as follows:

I have read the foregoing "HOLTZBRINCK VENTURES GmbH'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES" and know the contents therein. I am a managing director of Holtzbrinck Ventures GmbH. The matters stated therein are either true of my own knowledge or I am informed and believe them to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Stuttgart, Germany on December 24<sup>th</sup>, 2008.

  
Martin Weber

GREINBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

1 **PROOF OF SERVICE**

2 CCP §1011, CCP §1013a(3)

3 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

4 I am employed in the county of Los Angeles, State of California.

5 I am over the age of 18 and not a party to the within action; my business address is 1900 Avenue of the Stars, Suite 2100, Los Angeles, California 90067-4590.

6 On December 24, 2008, I served the foregoing document described as **HOLTZBRINCK VENTURES GmbH'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES** on the interested parties in this action.

7  by placing  the **original**  a true copy thereof enclosed in sealed envelopes addressed as follows:

8 Thomas Gray, Esq. **(ORIGINAL)**  
9 Orrick, Herrington & Sutcliffe LLP  
10 4 Park Plaza, Suite 1600  
11 Irvine, CA 92614-2558

Attorneys for Plaintiff Facebook, Inc.

12 Gary E. Weiss, Esq. **(COPY)**  
13 gweiss@orrick.com  
14 Orrick, Herrington & Sutcliffe LLP  
15 1000 Marsh Road  
16 Menlo Park, CA 94025

17 **BOTH BY E-MAIL AND U.S. MAIL:**

18  As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. A true and correct copy of the document was also e-mailed to Thomas Gray, Esq., tgray@orrick.com, and to Gary E. Weiss, Esq. at gweiss@orrick.com.

19 Executed on December 24, 2008, at Los Angeles, California.

20 **BY PERSONAL SERVICE:**

21  I delivered such envelope by hand to the offices of the addressee.

22 Executed on \_\_\_\_\_, at Los Angeles, California.

23  (Fed) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

24 \_\_\_\_\_  
25 Nancy L. Luis

26   
27 \_\_\_\_\_  
28 SIGNATURE

GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
1900 Avenue of the Stars, 21<sup>st</sup> Floor  
Los Angeles, California 90067-4590

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5 1900 Avenue of the Stars, 21st Floor  
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6 Telephone: 310.553.3610  
Fax: 310.553.0687

7 Attorneys for Defendants  
8 StudiVZ Ltd., Holtzbrinck Networks GmbH,  
and Holtzbrinck Ventures GmbH  
9

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

13  
14 FACEBOOK, INC.,

15 Plaintiff,

16 v.

17 STUDIVZ LTD., HOLTZBRINCK  
18 NETWORKS GmbH,  
HOLTZBRINCK VENTURES  
GmbH, and DOES 1-25,

19 Defendants.  
20  
21

Case No. 5:08-CV-03468 JF

Assigned To: Honorable Jeremy Fogel

**HOLTZBRINCK NETWORKS  
GmbH'S SUPPLEMENTAL  
RESPONSES TO FACEBOOK,  
INC.'S FIRST SET OF SPECIAL  
INTERROGATORIES**

Complaint Filed: July 18, 2008

22  
23  
24 PROPOUNDING PARTY: FACEBOOK, INC.

25 RESPONDING PARTY: HOLTZBRINCK NETWORKS GmbH

26 SET NUMBER: ONE  
27  
28

1 I. GENERAL OBJECTIONS

2 A. Holtzbrinck Networks GmbH (“Networks”) objects to the Special  
3 Interrogatories (“Interrogatories”) on the grounds that Facebook seeks the right to  
4 use evidence obtained in this action in the action pending between Facebook and  
5 StudiVZ in Germany (the “German Action”). It is improper under established law  
6 to use this lawsuit or this Court as vehicles to obtain discovery for use in a foreign  
7 case when that evidence is located outside the United States, as it is here. It is also  
8 inconsistent with the District Court’s form protective order.

9  
10 B. Networks objects to the Interrogatories on the grounds that they seek  
11 discovery that is not reasonably related to pertinent disputed personal jurisdictional  
12 or *forum non conveniens* issues, which is improper given that there are currently  
13 pending motions to dismiss all defendants for lack of personal jurisdiction and  
14 *forum non conveniens*.

15  
16 C. Networks objects to the Interrogatories to the extent that they would  
17 require violation of the privacy rights of its employees and its customers as  
18 embodied in German and European Union law, including but not limited to the  
19 German Constitution and the German Federal Data Protection Act (BDSG), the  
20 German Telecommunications Act (TKG), the German Tele Services Data  
21 Protection Act (TDDSG), the European Community Data Protection Directive  
22 95/46/EC, Data Protection Directive for Electronic Communication 2002/58/EC  
23 and the E-Commerce Directive 2000/31/EC.

24  
25 D. Networks objects to the Interrogatories on the grounds that  
26 “HOLTZBRINCK NETWORKS GmbH,” “YOU,” and “YOUR” is defined as  
27 “defendant Verlagsgruppe Georg Von Holtzbrinck GmbH and its directors, officers,  
28 parents, subsidiaries, predecessors, successors, assigns, agents, servants,

1 employees, investigators, attorneys, AND ALL other persons and entities  
2 representing it acting on its behalf, OR purporting to act on its behalf, including  
3 without limitation Ehassan Dariani and Dennis Bemman.” Verlagsgruppe Georg  
4 Von Holtzbrinck GmbH has already been dismissed and is no longer a party to this  
5 action. Moreover, the definition is improperly overbroad generally, and is  
6 particularly so given that the discovery purports to relate personal jurisdiction, since  
7 in establishing jurisdiction discovery must be directed only at the party over whom  
8 jurisdiction is being asserted.

9  
10 E. Networks objects to the Interrogatories to the extent they seek  
11 information that is protected from disclosure by the attorney-client privilege, the  
12 attorney work product doctrine, the right of privacy and/or any other applicable  
13 privileges, doctrines, or immunity from disclosure.

14  
15 F. Networks further objects to the Interrogatories to the extent they  
16 attempt or purport to impose obligations on Networks beyond those set forth in the  
17 Federal Rules of Civil Procedure and the Hague Convention of 18 March 1970 on  
18 the Taking of Evidence Abroad in Civil or Commercial Matters (“Hague Evidence  
19 Convention”) as interpreted and enforced under German law. All definitions and  
20 instructions will be treated as having no force or effect to the extent they purport to  
21 impose obligations on Networks beyond those set forth in the Federal Rules of  
22 Civil Procedure and the Hague Evidence Convention as interpreted and enforced  
23 under German law.

24  
25 **SPECIAL INTERROGATORY NO. 1:**

26 Describe in detail AND IDENTIFY ALL contacts AND  
27 COMMUNICATIONS YOU have had with PERSONS (including without  
28 limitation, USERS OF STUDIVZ AND USERS OF FACEBOOK) currently OR

1 formerly residing OR domiciled in California. In doing so, IDENTIFY the  
2 PERSONS contacted, the location AND time where any such contact OR event  
3 occurred, AND the subject matter of the contact OR COMMUNICATION.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 1:**

5 Networks hereby incorporates by reference the general objections set forth  
6 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
9 over Networks, or it must identify material jurisdictional issues that are in dispute.  
10 Facebook has done neither. Networks further objects to this interrogatory on the  
11 grounds that the definition of "YOU" is grossly overbroad. Networks further  
12 objects to this interrogatory on the grounds that the definition of "YOU" includes  
13 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
14 and is no longer a party to this action. Networks further objects to this  
15 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
16 be unduly burdensome and harassing. Networks further objects to this  
17 interrogatory on the grounds that it is compound. Networks further objects to this  
18 interrogatory on the grounds that it seeks information that is not relevant nor  
19 reasonably calculated to lead to the discovery of admissible evidence. Networks  
20 further objects to this interrogatory on the grounds that it is not limited to contacts  
21 or communications that occurred within the authorized course and scope of  
22 Networks' business.

23 Notwithstanding the foregoing objections, and pursuant to agreements  
24 reached during the parties' "meet and confer," Networks responds as follows:

25 Networks was not a party to any negotiated contracts with a known  
26 California resident or that contained an express California choice of law clause as  
27 of July 18, 2008. Also, as of July 18, 2008, Networks did not have any accounts  
28 receivable that were owed by a known California resident.

1 Also, as of July 18, 2008, Networks did not have any accounts payable that  
2 were owed to a known California resident.

3  
4 **SPECIAL INTERROGATORY NO. 2:**

5 Describe in detail AND IDENTIFY ALL contacts AND  
6 COMMUNICATIONS YOU have had with businesses (including without  
7 limitation, Internet search engines providers such as Google Inc. AND Yahoo!Inc.,  
8 server providers, advertising agencies, advertisers, Internet service providers,  
9 computer equipment providers, YOUR licensors AND licensees) currently OR  
10 formerly located, licensed, based, OR incorporated in California. In doing so,  
11 IDENTIFY the PERSONS contacted, the location AND time where any such  
12 contact OR event occurred, AND the subject matter of the contact OR  
13 COMMUNICATION.

14 **RESPONSE TO SPECIAL INTERROGATORY NO. 2:**

15 Networks hereby incorporates by reference the general objections set forth  
16 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
17 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
18 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
19 over Networks, or it must identify material jurisdictional issues that are in dispute.  
20 Facebook has done neither. Networks further objects to this interrogatory on the  
21 grounds that the definition of "YOU" is grossly overbroad. Networks further  
22 objects to this interrogatory on the grounds that the definition of "YOU" includes  
23 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
24 and is no longer a party to this action. Networks further objects to this  
25 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
26 be unduly burdensome and harassing. Networks further objects to this  
27 interrogatory on the grounds that it is compound. Networks further objects to this  
28 interrogatory on the grounds that it seeks information that is not relevant nor

1 reasonably calculated to lead to the discovery of admissible evidence. Networks  
2 further objects to this interrogatory on the grounds that it is not limited to contacts  
3 or communications that occurred within the authorized course and scope of  
4 Networks' business.

5 Notwithstanding the foregoing objections, and pursuant to agreements  
6 reached during the parties' "meet and confer," Networks responds as follows:

7 Networks was not a party to any negotiated contracts with a known  
8 California resident or that contained an express California choice of law clause as  
9 of July 18, 2008. Also, as of July 18, 2008, Networks did not have any accounts  
10 receivable that were owed by a known California resident.

11 Also, as of July 18, 2008, Networks did not have any accounts payable that  
12 were owed to a known California resident.

13  
14 **SPECIAL INTERROGATORY NO. 3:**

15 Describe in detail AND IDENTIFY ALL contacts AND  
16 COMMUNICATIONS YOU have had with universities AND colleges located in  
17 California, including without limitation, letters, emails, advertising materials,  
18 business solicitations, business contacts, telephonic conversations, facsimile  
19 transmissions. In doing so, IDENTIFY the PERSONS contacted, the location AND  
20 time where any such contact OR event occurred, AND the subject matter of the  
21 contact OR COMMUNICATION.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 3:**

23 Networks hereby incorporates by reference the general objections set forth  
24 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
25 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
26 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
27 over Networks, or it must identify material jurisdictional issues that are in dispute.  
28 Facebook has done neither. Networks further objects to this interrogatory on the

1 reached during the parties' "meet and confer," Networks responds as follows:

2 From March 16-19, 2008, Mr. Martin Weber and Mr. Konstantin  
3 Urban made a trip to California in connection with the negotiations by Facebook to  
4 buy StudiVZ.

5  
6 **SPECIAL INTERROGATORY NO. 8:**

7 IDENTIFY ALL of YOUR current AND former personal OR real property  
8 currently OR previously located in California.

9 **RESPONSE TO SPECIAL INTERROGATORY NO. 8:**

10 Networks hereby incorporates by reference the general objections set forth  
11 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
12 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
13 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
14 over Networks, or it must identify material jurisdictional issues that are in dispute.  
15 Facebook has done neither. Networks further objects to this interrogatory on the  
16 grounds that the definition of "YOUR" is grossly overbroad. Networks further  
17 objects to this interrogatory on the grounds that the definition of "YOUR" includes  
18 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
19 and is no longer a party to this action. Networks further objects to this  
20 interrogatory on the grounds that it seeks information that is not relevant nor  
21 reasonably calculated to lead to the discovery of admissible evidence.

22 Notwithstanding the foregoing objections, and pursuant to agreements  
23 reached during the parties' "meet and confer," Networks responds as follows:

24 As of July 18, 2008, Networks owned no real or personal property located in  
25 California.

26  
27 **SPECIAL INTERROGATORY NO. 9:**

28 IDENTIFY ALL contracts AND agreements involving YOU in which

1 California law governs AND/OR in which the parties to the contract OR agreement  
2 agreed as to the jurisdiction of California state courts AND/OR United States  
3 federal courts located in California.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 9:**

5 Networks hereby incorporates by reference the general objections set forth  
6 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
7 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
8 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
9 over Networks, or it must identify material jurisdictional issues that are in dispute.  
10 Facebook has done neither. Networks further objects to this interrogatory on the  
11 grounds that the definition of "YOU" is grossly overbroad. Networks further  
12 objects to this interrogatory on the grounds that the definition of "YOU" includes  
13 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
14 and is no longer a party to this action. Networks further objects to this  
15 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
16 be unduly burdensome and harassing. Networks further objects to this  
17 interrogatory on the grounds that it seeks information that is not relevant nor  
18 reasonably calculated to lead to the discovery of admissible evidence.

19 Notwithstanding the foregoing objections, and pursuant to agreements  
20 reached during the parties' "meet and confer," Networks responds as follows:

21 Networks was not a party to any negotiated contracts with a known  
22 California resident or that contained an express California choice of law clause as  
23 of July 18, 2008.

24  
25 **SPECIAL INTERROGATORY NO. 10:**

26 IDENTIFY occurrences when YOU AND/OR ANY PERSON on YOUR  
27 behalf, including without limitation, Ehssan Dariani and Dennis Bemman, accessed  
28 the website, www.facebook.com OR www.thefacebook.com, AND the purposes of



1 each access, including without limitation, ANY COMMUNICATIONS that  
2 RELATE TO ANY of the occurrences AND IDENTIFY the USER OF  
3 FACEBOOK OR registrant accounts OR email addresses used to access the  
4 facebook.com website.

5 **RESPONSE TO SPECIAL INTERROGATORY NO. 10:**

6 Networks hereby incorporates by reference the general objections set forth  
7 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
8 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
9 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
10 over Networks, or it must identify material jurisdictional issues that are in dispute.  
11 Facebook has done neither. Networks further objects to this interrogatory on the  
12 grounds that the definition of "YOU" is grossly overbroad. Networks further  
13 objects to this interrogatory on the grounds that the definition of "YOU" includes  
14 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
15 and is no longer a party to this action. Networks further objects to this  
16 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
17 be unduly burdensome and harassing. Networks further objects to this  
18 interrogatory on the grounds that it seeks information that is not relevant nor  
19 reasonably calculated to lead to the discovery of admissible evidence. Networks  
20 further objects to this interrogatory on the grounds that it is not limited to access  
21 that occurred within the authorized course and scope of Networks' business.

22  
23 **SPECIAL INTERROGATORY NO. 11:**

24 IDENTIFY ALL of YOUR licenses OR registrations regarding the ability to  
25 do business in California.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 11:**

27 Networks hereby incorporates by reference the general objections set forth  
28 above. Networks further objects to this interrogatory on the grounds that a plaintiff

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 14:**

2 Networks hereby incorporates by reference the general objections set forth  
3 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6 over Networks, or it must identify material jurisdictional issues that are in dispute.  
7 Facebook has done neither. Networks further objects to this interrogatory on the  
8 grounds that the definition of "YOU" is grossly overbroad. Networks further  
9 objects to this interrogatory on the grounds that the definition of "YOU" includes  
10 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed  
11 and is no longer a party to this action. Networks further objects to this  
12 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to  
13 be unduly burdensome and harassing. Networks further objects to this  
14 interrogatory on the grounds that it seeks information that is not relevant nor  
15 reasonably calculated to lead to the discovery of admissible evidence. Networks  
16 further objects to this interrogatory on the grounds that it infringes on the privacy  
17 rights of the users.

18  
19 **SPECIAL INTERROGATORY NO. 15:**

20 IDENTIFY ALL PERSONS responsible in any manner for the design,  
21 programming and maintenance of the [www.studivz.net](http://www.studivz.net) website, including without  
22 limitation the location of the PERSON, job descriptions, authorities, dates in these  
23 positions, duties, AND responsibilities.

24 **RESPONSE TO SPECIAL INTERROGATORY NO. 15:**

25 Networks hereby incorporates by reference the general objections set forth  
26 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
27 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
28 order to do so, Facebook must either make a *prima facie* showing of jurisdiction

1 over Networks, or it must identify material jurisdictional issues that are in dispute.  
2 Facebook has done neither. Networks further objects to this interrogatory on the  
3 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
4 burdensome and harassing. Networks further objects to this interrogatory on the  
5 grounds that it seeks information that is not relevant nor reasonably calculated to  
6 lead to the discovery of admissible evidence. Networks further objects to this  
7 interrogatory on the grounds that it does not design, program, maintain or operate  
8 the websites.

9  
10 **SPECIAL INTERROGATORY NO. 16:**

11 IDENTIFY ALL PERSONS responsible in any manner for the design,  
12 programming and maintenance of the [www.studivz.net](http://www.studivz.net) website, the  
13 [www.meinvz.net](http://www.meinvz.net) website, the [www.studiqg.fr](http://www.studiqg.fr) website, the [www.studiln.it](http://www.studiln.it) website,  
14 the [www.estudiln.net](http://www.estudiln.net) website, the [www.studentix.pl](http://www.studentix.pl) website AND the  
15 [www.schuelervz.net](http://www.schuelervz.net) website, including without limitation, the location of the  
16 PERSON, job descriptions, authorities, dates in these positions, duties, AND  
17 responsibilities.

18 **RESPONSE TO SPECIAL INTERROGATORY NO. 16:**

19 Networks hereby incorporates by reference the general objections set forth  
20 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
21 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
22 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
23 over Networks, or it must identify material jurisdictional issues that are in dispute.  
24 Facebook has done neither. Networks further objects to this interrogatory on the  
25 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
26 burdensome and harassing. Networks further objects to this interrogatory on the  
27 grounds that it seeks information that is not relevant nor reasonably calculated to  
28 lead to the discovery of admissible evidence. Networks further objects to this

1 **RESPONSE TO SPECIAL INTERROGATORY NO. 23:**

2 Networks hereby incorporates by reference the general objections set forth  
3 above. Networks further objects to this interrogatory on the grounds that a plaintiff  
4 is not entitled to take discovery on personal jurisdiction as a matter of right. In  
5 order to do so, Facebook must either make a *prima facie* showing of jurisdiction  
6 over Networks, or it must identify material jurisdictional issues that are in dispute.  
7 Facebook has done neither. Networks further objects to this interrogatory on the  
8 grounds that "STUDIVZ" is undefined. Networks further objects to this  
9 interrogatory on the grounds that it is compound and exceeds Facebook's 30  
10 allowed interrogatories. Networks further objects to this interrogatory on the  
11 grounds that it is unlimited as to time, and is so overbroad as to be unduly  
12 burdensome and harassing. Networks further objects to this interrogatory on the  
13 grounds that it seeks information that is not relevant nor reasonably calculated to  
14 lead to the discovery of admissible evidence. Networks further objects to the  
15 interrogatory on the grounds that it infringes upon the users' privacy rights.  
16 Networks further objects to this interrogatory on the grounds that it seeks  
17 information about StudiVZ, not Networks.

18 DATED: December 24, 2008

GREENBERG GLUSKER FIELDS  
CLAMAN & MACHTINGER LLP

20  
21 By: 

22 STEPHEN S. SMITH (SBN 166539)  
23 Attorneys for Defendants StudiVZ  
24 Ltd., Holtzbrinck Networks GmbH,  
25 and Holtzbrinck Ventures GmbH  
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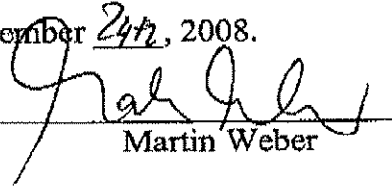
**VERIFICATION**

I, Martin Weber, declare as follows:

I have read the foregoing "HOLTZBRINCK NETWORKS GmbH'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES" and know the contents therein. I am a managing director of Holtzbrinck Networks GmbH. The matters stated therein are either true of my own knowledge or I am informed and believe them to be true.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Stuttgart, Germany on December 24<sup>th</sup>, 2008.

  
Martin Weber

GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
1900 Avenue of the Stars, 21st Floor  
Los Angeles, California 90067-4590

**PROOF OF SERVICE**  
CCP §1011, CCP §1013a(3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California.

I am over the age of 18 and not a party to the within action; my business address is 1900 Avenue of the Stars, Suite 2100, Los Angeles, California 90067-4590.

On December 24, 2008, I served the foregoing document described as **HOLTZBRINCK NETWORKS GmbH'S SUPPLEMENTAL RESPONSES TO FACEBOOK, INC.'S FIRST SET OF SPECIAL INTERROGATORIES** on the interested parties in this action

by placing  the original  a true copy thereof enclosed in sealed envelopes addressed as follows:

Thomas Gray, Esq. (ORIGINAL)  
Orrick, Herrington & Sutcliffe LLP  
4 Park Plaza, Suite 1600  
Irvine, CA 92614-2558

Attorneys for Plaintiff Facebook, Inc.

Gary E. Weiss, Esq. (COPY)  
gweiss@orrick.com  
Orrick, Herrington & Sutcliffe LLP  
1000 Marsh Road  
Menlo Park, CA 94025

**BOTH BY E-MAIL AND U.S. MAIL:**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. A true and correct copy of the document was also e-mailed to Thomas Gray, Esq., tgray@orrick.com, and to Gary E. Weiss, Esq. at gweiss@orrick.com.

Executed on December 24, 2008, at Los Angeles, California.

**BY PERSONAL SERVICE:**

I delivered such envelope by hand to the offices of the addressee.

Executed on \_\_\_\_\_, at Los Angeles, California.

(Fed) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

\_\_\_\_\_  
Nancy L. Luis

  
SIGNATURE

**PROOF OF SERVICE**

GREENBERG GLUSKER FIELDS CLAMAN  
& MACHTINGER LLP  
1900 Avenue of the Stars, 21<sup>st</sup> Floor  
Los Angeles, California 90067-4590