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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.

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

24 PROPOUNDING PARTY: FACEBOOK, INC.

25 RESPONDING PARTY: HOLTZBRINCK NETWORKS GmbH

26 SET NUMBER: ONE

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 Ehasan 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 grounds that the definition of "YOU" is grossly overbroad. Networks further
2 objects to this interrogatory on the grounds that the definition of "YOU" includes
3 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
4 and is no longer a party to this action. Networks further objects to this
5 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to
6 be unduly burdensome and harassing. Networks further objects to this
7 interrogatory on the grounds that it is compound. Networks further objects to this
8 interrogatory on the grounds that it seeks information that is not relevant nor
9 reasonably calculated to lead to the discovery of admissible evidence. Networks
10 further objects to this interrogatory on the grounds that it is not limited to contacts
11 or communications that occurred within the authorized course and scope of
12 Networks' business.

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

15 Networks has never directed any advertising or marketing materials
16 specifically to students, colleges or universities located in California.

17
18 **SPECIAL INTERROGATORY NO. 4:**

19 Describe in detail AND IDENTIFY ALL of YOUR trips to California. In
20 doing so, IDENTIFY the PERSONS contacted, the location AND time where any
21 such contact OR event occurred, AND the subject matter of the contact OR
22 COMMUNICATION.

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

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

1 Facebook has done neither. Networks further objects to this interrogatory on the
2 grounds that the definition of "YOUR" is grossly overbroad. Networks further
3 objects to this interrogatory on the grounds that the definition of "YOUR" includes
4 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
5 and is no longer a party to this action. Networks further objects to this
6 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to
7 be unduly burdensome and harassing. Networks further objects to this
8 interrogatory on the grounds that it is compound. Networks further objects to this
9 interrogatory on the grounds that it seeks information that is not relevant nor
10 reasonably calculated to lead to the discovery of admissible evidence. Networks
11 further objects to this interrogatory on the grounds that it is not limited to trips,
12 contacts or communications that occurred within the authorized course and scope of
13 Networks' business.

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

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

19
20 **SPECIAL INTERROGATORY NO. 5:**

21 IDENTIFY, on a monthly basis, how many USERS OF STUDIVZ have been
22 registered at the www.studivz.net website, the www.meinvz.net website, the
23 www.studiqq.fr website, the www.studiln.it website, the www.estudiln.net website,
24 the www.studentix.pl website AND the www.schuelervz.net website since October
25 2005, AND how many of those USERS OF STUDIVZ are residents of, OR
26 PERSONS domiciled in, California.

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

28 Networks hereby incorporates by reference the general objections set forth

1 above. Networks 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 Networks, or it must identify material jurisdictional issues that are in dispute.
5 Facebook has done neither. Networks further objects to the interrogatory on the
6 grounds that "STUDIVZ" is undefined. Networks further objects to this
7 interrogatory on the grounds that it is overbroad as to time. Networks further
8 objects to this interrogatory on the grounds that it does not operate the websites.
9

10 **SPECIAL INTERROGATORY NO. 6:**

11 IDENTIFY the number AND amount of accounts receivable owed YOU by
12 PERSONS that, OR who are, California residents OR PERSONS domiciled in
13 California. In doing so, IDENTIFY the goods AND services for which the
14 individual accounts receivable are owed.

15 **RESPONSE TO SPECIAL INTERROGATORY NO. 6:**

16 Networks hereby incorporates by reference the general objections set forth
17 above. Networks 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 Networks, or it must identify material jurisdictional issues that are in dispute.
21 Facebook has done neither. Networks further objects to this interrogatory on the
22 grounds that the definition of "YOU" is grossly overbroad. Networks further
23 objects to this interrogatory on the grounds that the definition of "YOU" includes
24 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
25 and is no longer a party to this action. Networks further objects to this
26 interrogatory on the grounds that it is compound.

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

1 As of July 18, 2008, Networks did not have any accounts receivable that
2 were owed by a known California resident.

3
4 **SPECIAL INTERROGATORY NO. 7:**

5 IDENTIFY ALL instances in which YOU have been in California, including
6 without limitation, business trips OR recreational trips; living, residing OR
7 domiciling in California; AND flying OR driving to OR through California. In
8 doing so, IDENTIFY the dates of ALL occurrences AND the length of the stay in
9 California.

10 **RESPONSE TO SPECIAL INTERROGATORY NO. 7:**

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

28 Notwithstanding the foregoing objections, and pursuant to agreements

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 is not entitled to take discovery on personal jurisdiction as a matter of right. In
2 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
3 over Networks, or it must identify material jurisdictional issues that are in dispute.
4 Facebook has done neither. Networks further objects to this interrogatory on the
5 grounds that the definition of "YOUR" is grossly overbroad. Networks further
6 objects to this interrogatory on the grounds that the definition of "YOUR" includes
7 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
8 and is no longer a party to this action.

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

11 As of July 18, 2008, Networks did not have any license or registration to do
12 business in California.

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

15 IDENTIFY the first date YOU knew OR believed that FACEBOOK, its
16 servers, facilities, officers, OR personnel were located in California.

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

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

28 Notwithstanding the foregoing objections, and pursuant to agreements

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

2 Networks knew by some time in 2007 that Facebook was located in
3 California.

4
5 **SPECIAL INTERROGATORY NO. 13:**

6 IDENTIFY the services provided through the www.studivz.net website, the
7 www.meinvz.net website, the www.studiqq.fr website, the www.studiln.it website,
8 the www.estudiln.net website, the www.studentix.pl website AND the
9 www.schuelervz.net website to USERS OF STUDIVZ, including without
10 limitation, how the services are provided.

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

12 Networks hereby incorporates by reference the general objections set forth
13 above. Networks 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 Networks, or it must identify material jurisdictional issues that are in dispute.
17 Facebook has done neither. Networks further objects to this interrogatory on the
18 grounds that it is so overbroad as to be unduly burdensome and harassing.
19 Networks further objects to this interrogatory on the grounds that it seeks
20 information that is not relevant nor reasonably calculated to lead to the discovery of
21 admissible evidence. Networks further objects to this interrogatory on the grounds
22 that it does not operate the websites.

23
24 **SPECIAL INTERROGATORY NO. 14:**

25 IDENTIFY ALL USERS OF FACEBOOK employed by OR formerly
26 employed by YOU, including without limitation, any PERSONS who are OR were
27 full-time or part-time employees, independent contractors or agents of YOU, AND
28 their respective email addresses.

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 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 website, the
13 www.meinvz.net website, the www.studiqq.fr website, the www.studiln.it website,
14 the www.estudiln.net website, the www.studentix.pl website AND the
15 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 interrogatory on the grounds that it does not design, program, maintain or operate
2 the websites.

3
4 **SPECIAL INTERROGATORY NO. 17:**

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

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

9 Networks hereby incorporates by reference the general objections set forth
10 above. Networks further objects to this interrogatory on the grounds that a plaintiff
11 is not entitled to take discovery on personal jurisdiction as a matter of right. In
12 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
13 over Networks, or it must identify material jurisdictional issues that are in dispute.
14 Facebook has done neither. Networks further objects to this interrogatory on the
15 grounds that the term "STUDIVZ" is undefined. 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.

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

22 The current directors of StudiVZ are as follows: the Managing Directors are
23 Clemens Riedl, Michael Brehm and Dennis Bemann, and the Non-Executive
24 Directors are Konstantin Urban, Michael Weber and Claas van Delden.

25
26 **SPECIAL INTERROGATORY NO. 18:**

27 IDENTIFY ALL of YOUR advertising, promotions, AND marketing
28 activities directed, at least in part, at California residents.

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

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 "YOUR" is grossly overbroad. Networks further
9 objects to this interrogatory on the grounds that the definition of "YOUR" 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 is not limited to activities
17 that occurred within the authorized course and scope of Networks' business.

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

20 Networks has never directed any advertisements or other marketing materials
21 specifically to students, colleges or universities located in California or other people
22 who reside in California.

23
24 **SPECIAL INTERROGATORY NO. 19:**

25 IDENTIFY ALL of YOUR business relationships with, OR financial
26 interests in, businesses currently OR formerly incorporated, licensed, located,
27 based, OR with facilities OR offices located in California, including without
28 limitation, the nature of each relationship, the IDENTIFY of each business, AND

1 whether each business is incorporated, licensed, located, based OR has facilities OR
2 offices located in California.

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

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

22
23 **SPECIAL INTERROGATORY NO. 20:**

24 IDENTIFY ALL reasons why defending this lawsuit in California would
25 burden YOU.

26 **RESPONSE TO SPECIAL INTERROGATORY NO. 20:**

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 is not entitled to take discovery on personal jurisdiction as a matter of right. In
2 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
3 over Networks, or it must identify material jurisdictional issues that are in dispute.
4 Facebook has done neither. Networks further objects to this interrogatory on the
5 grounds that the definition of “YOU” is grossly overbroad. Networks further
6 objects to this interrogatory on the grounds that the definition of “YOU” includes
7 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
8 and is no longer a party to this action.

9 Notwithstanding the foregoing objections, and pursuant to agreements
10 reached during the parties’ “meet and confer,” Networks responds as follows:

11 Networks is a limited liability company (Gesellschaft mit beschränkter
12 Haftung (GmbH)) organized under German law. It functions as a “holding
13 company,” whose corporate purpose is to administer its assets (principally holdings
14 in media-related companies) for financial purposes.

15 Networks owns an 85% equity interest in defendant StudiVZ. Networks first
16 became an equity holder of StudiVZ in October 2007. Networks is not qualified to
17 do business in California. It does not have any officers, directors, employees or
18 independent contractors based in California. It does not have a California agent for
19 service of process. It does not direct any advertising toward California residents.

20 Networks has offices in Germany, but no offices or facilities in California,
21 nor does it have any telephone or facsimile listings or mailing addresses in
22 California.

23 Networks does not maintain any books or records in California. It has no
24 bank accounts or tangible personal or real property in California. It has no sales in
25 California, has had no California income and has not paid any California income
26 tax.

27
28

1 None of Networks' officers, directors or employees reside or are domiciled in
2 California. No meetings of Networks' management boards or equity holders have
3 been held in California.

4 While Networks and Holtzbrinck Ventures GmbH ("Ventures") monitor
5 StudiVZ's financial performance (as they would any investment), they do not
6 exercise any type of day-to-day control over StudiVZ – either operational control or
7 control over strategic decisions. The two managing directors of Networks and
8 Ventures, Konstantin Urban and Martin Weber, are also company directors of
9 StudiVZ. However, they merely function in a supervisory capacity, not as officers
10 who are responsible for the day-to-day activities of StudiVZ.

11 StudiVZ has its own management team, offices and bank accounts, and is
12 separately (and sufficiently) capitalized on its own and apart from Ventures and
13 Networks. StudiVZ also does not act as a general agent of either Networks or
14 Ventures. Networks and Ventures simply hold shares in StudiVZ as an investment.
15 StudiVZ is only one of many media-related assets held as an investment by
16 Networks and Ventures.

17 All of Ventures' and Networks' employees, officers and directors reside in
18 Germany and speak German (or, in a few cases, another European language other
19 than English) as their native language, and all speak German as their every-day
20 language. Ventures and Networks perform their business almost exclusively in the
21 German language. As a result, almost all of Ventures' and Networks' business
22 documents are located in Germany and are written in the German language (and
23 would have to be translated, at huge expense).

24 Further, this action arises out of the alleged actions of StudiVZ. StudiVZ's
25 operations are located in Germany, and its single office and headquarters are in
26 Berlin, Germany. The first of the StudiVZ websites, studivz.net, was formed in
27 Berlin, Germany in 2005 by two young German citizens. Its target group was, and
28 remains, university students in Germany, Austria and Switzerland. StudiVZ. has

1 never at any time engaged in any type of marketing or advertising in, or that is
2 directed to, the United States or other English speaking countries in general or to
3 California in particular. None of StudiVZ's websites target either users in the
4 United States in general or California in particular. None of the StudiVZ-branded
5 websites is available in English. StudiVZ has also formed, in Germany, the social
6 networking site "SchuelerVZ." This site, at schuelervz.net, targets pupils and
7 teenagers before they begin attending a university, and focuses solely on Germany.
8 SchuelerVZ has also never engaged in any marketing or advertising in, or that is
9 directed to, either the United States in general or California in particular.

10 SchuelerVZ is also not available in English.

11 In 2008, StudiVZ launched its third social networking site, MeinVZ, at
12 meinvz.net. MeinVZ is a social networking site for adults, including those who
13 have graduated from a university. MeinVZ has also never engaged in
14 any marketing or advertising in, or that is directed to, either the United States in
15 general or California in particular. All but one of MeinVZ's sites are in non-
16 English languages. The one English language site was launched in February 2008
17 and represents less than 1% of MeinVZ's total user traffic. That site was created in
18 order to provide a platform for users who speak *different, non-English* languages to
19 network with each other using a secondary language that is commonly understood
20 between them. Because English is the most commonly understood, non-native
21 language in continental Europe, it serves as a "lingua franca" for people of diverse
22 speech. The English-language site was not created to attract native English
23 speakers, let alone Americans or Californians. The English used is British English,
24 not American English, and the consultant who was hired to translate MeinVZ's
25 German site into English is a British citizen living in Berlin.

26 Like most other internet sites on the "World Wide Web," the StudiVZ
27 Websites may be accessed by California residents, just as they may be accessed by
28 residents of Iceland, New Zealand or Japan. But the sites are not directed at or

1 marketed to North America, let alone California.

2 As of October 22, 2008, there were a total of 11,768,965 current users of all
3 of the StudiVZ Websites. Only 11,013 of those users, or *less than a tenth of one*
4 *percent* (0.094%), have identified themselves as being affiliated with California or a
5 California-located university. Specifically, out of the 5,534,300 registered users of
6 the StudiVZ- branded sites, only 9,144 – 0.1652% – have identified themselves as
7 affiliated with universities located in California. Out of the 4,443,708 registered
8 users of the SchuelerVZ-branded sites, only 122 – 0.0027% – identify themselves
9 as being located in California. Out of the 1,790,957 registered users of the
10 MeinVZ-branded sites, only 1,747 – 0.098% – identify themselves as being located
11 in California.

12 StudiVZ does not direct its activities to California residents. It is not
13 registered or qualified to do business in California. It does not have any officers,
14 directors, employees or independent contractors based in California. It does not
15 have a California agent for service of process.

16 StudiVZ has a single office in Berlin, Germany. It has no offices or facilities
17 in California, nor does it have any telephone or facsimile listings or mailing
18 addresses in California.

19 None of StudiVZ's officers, directors or employees reside or are domiciled in
20 California. No meetings of its management board or equity holders have been held
21 in California.

22 StudiVZ does not maintain any books or records in California. It has no
23 bank accounts or other tangible personal or real property in California. It has no
24 sales in California, has had no California income and has not paid any California
25 income taxes.

26 Germany is an adequate, available alternative forum and, indeed, is a much
27 better forum than California. Most obviously, all of the conduct allegedly engaged
28 in by StudiVZ was engaged in from Germany, by German residents. Those actors

1 communicated predominantly in German. German is their native language and all
2 of the written documents related to this action are in German.

3 Facebook has known since June 2006 that German law recognizes and
4 provides remedies for its claims. Facebook's German counsel researched the law
5 applicable to Facebook's claims and then, on June 8, 2006, sent a demand letter in
6 German asserting claims exclusively under German law to StudiVZ in Germany.
7 Then, again, on January 3, 2007, Facebook's German lawyers sent another demand
8 letter in German to StudiVZ in Germany, again raising claims exclusively under
9 German law.

10 Because those letters threatened litigation, including injunctive relief,
11 StudiVZ filed "Schutzschriften" (precautionary defense/opposition briefs, evidence
12 and offers of proof) in the district courts of Berlin and Hamburg on June 21, 2006
13 in response to Facebook's June 8, 2006 demand letter, and on January 12, 2007 in
14 the district courts of Berlin, Hamburg and Stuttgart in response to Facebook's
15 January 3, 2007 demand letter. The "Schutzschriften" are essentially oppositions to
16 potential/anticipated complaints and motions seeking injunctive relief, and include
17 evidence, and offers of additional proof such as the testimony of specific witnesses.
18 The Schutzschriften are only "triggered", however, if the plaintiff actually initiates
19 actions in German court seeking such relief. Although Facebook did not initiate
20 any such actions at the time, the Schutzschriften/oppositions to the motions that
21 Facebook threatened to file were formally filed in court in Germany long ago.

22 The claims raised by Facebook's German lawyers in the June 8, 2006 and
23 January 3, 2007 demand letters were raised pursuant to German law, but were based
24 on the same facts that Facebook now alleges give rise to the claims raised in the
25 instant lawsuit – that StudiVZ committed wrongs by copying the look and feel of
26 Facebook's website.

27 After Ventures and Networks became equity holders in StudiVZ in August
28 2006 and October 2007, Facebook sought to negotiate to purchase Ventures' and

1 Networks' ownership interests in StudiVZ. Those negotiations took place in the
2 Spring of 2008.

3 Just after the Spring 2008 negotiations broke down, on July 9, 2008,
4 Facebook wrote a demand letter to Networks and Ventures, threatening to sue based
5 on the exact same types of claims that Facebook had raised in *Germany* in June
6 2006 and January 2007.

7 Because Germany is clearly the more appropriate forum for the resolutions of
8 such disputes, on July 18, 2008, StudiVZ filed a declaratory relief action against
9 Facebook in Stuttgart, Germany (the "Stuttgart Action"). In the Stuttgart Action,
10 StudiVZ seeks a declaratory judgment that it has not engaged in the wrongful
11 conduct alleged by Facebook in its three prior demand letters. On that same day,
12 Facebook filed the present action, alleging the same claims that it asserted in June
13 2006, January 2007 and July 2008.

14 Germany is the principal if not exclusive location of the acts alleged by
15 Facebook in its complaint. The conduct allegedly engaged in by StudizVZ is
16 alleged to have taken place in Germany and Europe. Facebook affirmatively
17 alleges that the harm it has supposedly suffered has been suffered in Germany and
18 other parts of Europe. All of the people who could have possibly engaged in the
19 conduct alleged by Facebook are located in Germany. Those witnesses speak
20 German as their native language. Most would require translators to testify in a
21 United States legal proceeding. Nearly all of the documents related to the claims
22 alleged by Facebook are located in Germany. The vast majority of those
23 documents are written in the German language, thus requiring huge translation
24 costs to be used in a United States legal proceeding.

25 Facebook has appeared in the Stuttgart Action. The first trial hearing in the
26 German Action took place on December 16, 2008.

27 At the same time that Facebook filed its response in the Stuttgart Action it
28 also initiated its own, affirmative action against StudiVZ in Cologne, Germany (the

1 “Cologne Action”). The complaint in the Cologne Action includes within it all of
2 the facts alleged in this U.S. action, plus additional facts related to Facebook’s
3 claims. Although the law cited is different than in this action (i.e., German law
4 instead of U.S. law), the acts and injuries complained of are the same.

5 The Cologne action was expressly incorporated into Facebook’s response in
6 the Stuttgart action. Thus, there are now pending in Germany two separate actions
7 that encompass within them everything that is alleged in the instant action, plus
8 additional alleged facts and injuries. The German courts are fully empowered to
9 decide the issues alleged in those two German actions under German law and
10 United States and California law. Given that 99% of the conduct alleged and harm
11 allegedly suffered took place in Germany, that all of the alleged bad actors are
12 residents of Germany, that all of the documents in the allegedly bad actor’s
13 possessions are located in Germany and are written in German, it makes much more
14 sense and would be much more convenient for everyone involved to have all issues
15 in dispute litigated in Germany than in California or the United States.

16 It is also the case that personal jurisdiction cannot be maintained over
17 StudiVZ (and the other defendants) in the United States, whereas there is no dispute
18 that all parties are subject to personal jurisdiction in Germany.

19 Finally, the parties should not be forced to litigate the exact same dispute and
20 issues in two different, parallel proceedings at the same time. It is terribly
21 inefficient and expensive, wastes judicial resources and leads to the distinct
22 possibility of conflicting orders, judgments, etc. Networks must retain two sets of
23 lawyers -- one in the United States and one in Germany. It must pay for the
24 translation of all its documents, either by literally translating them or by spending a
25 tremendous amount of billable time explaining what each document means to its
26 American, non-German-speaking counsel. The depositions of the defense
27 witnesses will all take place in Germany, necessitating huge amounts of travel
28 expenses and travel time billed by the lawyers. The depositions will take longer

1 than would otherwise be necessary because of the need for interpreters whenever
2 the witness is unable to testify in English, which will be the case to varying degrees
3 for each defense witness. As to every relevant consideration, this U.S. action is by
4 far the more inconvenient forum.

5
6 **SPECIAL INTERROGATORY NO. 21:**

7 IDENTIFY the ownership of HOLTZBRINCK NETWORKS GmbH,
8 including without limitation, PERSON'S names, amounts they contributed OR
9 invested, AND their percent ownership OR control (including without limitation,
10 Capital Contributions, Percent Interest, Equity Units, Non-equity Units, Voting
11 Units) on a by-PERSON basis.

12 **RESPONSE TO SPECIAL INTERROGATORY NO. 21:**

13 Networks hereby incorporates by reference the general objections set forth
14 above. Networks 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 Networks, or it must identify material jurisdictional issues that are in dispute.
18 Facebook has done neither. Networks further objects to this interrogatory on the
19 grounds that the definition of "HOLTZBRINCK NETWORKS GmbH" is grossly
20 overbroad. Networks further objects to this interrogatory on the grounds that the
21 definition of "HOLTZBRINCK NETWORKS GmbH" includes Verlagsgruppe
22 Georg Von Holtzbrinck GmbH, which has already been dismissed and is no longer
23 a party to this action.

24
25 **SPECIAL INTERROGATORY NO. 22:**

26 IDENTIFY the location of YOUR offices, facilities, server/equipment
27 locations.
28

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

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 “YOUR” is grossly overbroad. Networks further
9 objects to this interrogatory on the grounds that the definition of “YOUR” includes
10 Verlagsgruppe Georg Von Holtzbrinck GmbH, which has already been dismissed
11 and is no longer a party to this action.

12 Notwithstanding the foregoing objections, and pursuant to agreements
13 reached during the parties’ “meet and confer,” Networks responds as follows:

14 Networks has its main office and headquarters in Germany. It has no offices
15 or facilities in California, nor does it have any telephone or facsimile listings or
16 mailing addresses in California.

17
18 **SPECIAL INTERROGATORY NO. 23:**

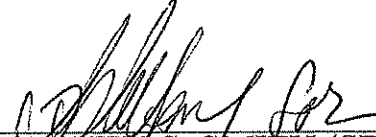
19 IDENTIFY ALL universities, colleges AND institutes of higher learning
20 located in California at which STUDIVZ provides OR provided services including
21 without imitation, access to the www.studivz.net website, the www.meinvz.net
22 website, the www.studiqg.fr website, the www.studiln.it website, the
23 www.estudiln.net website, the www.studentix.pl website AND the
24 www.schuelervz.net website, including without limitation University of California
25 (all campuses), California State University (all campuses), as well as the USERS
26 OF STUDIVZ using email domains (*e.g.*, name@stanford.edu) from those
27 universities, colleges, high schools AND institutes of higher learning.
28

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

19
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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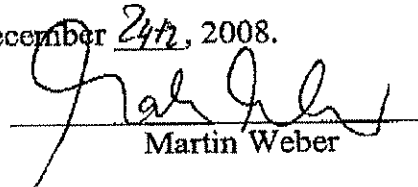
VERIFICATION

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 24th, 2008.


Martin Weber

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

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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