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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
NETWORKS GmbH,
18 HOLTZBRINCK VENTURES
GmbH, and DOES 1-25,
19 Defendants.

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

20
21
22
23 PROPOUNDING PARTY: FACEBOOK, INC.
24 RESPONDING PARTY: STUDIVZ LTD.
25 SET NUMBER: ONE
26
27
28

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& MACHTINGER LLP
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Facebook, Inc. v. Studivz, Ltd et al

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 above. StudiVZ 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 StudiVZ, or it must identify material jurisdictional issues that are in dispute.
5 Facebook has done neither. StudiVZ further objects to this interrogatory on the
6 grounds that the definition of “YOU” is grossly overbroad. StudiVZ further objects
7 to this interrogatory on the grounds that it is unlimited as to time, and is so
8 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to
9 this interrogatory on the grounds that it is compound. StudiVZ further objects to
10 this interrogatory on the grounds that it seeks information that is not relevant nor
11 reasonably calculated to lead to the discovery of admissible evidence. StudiVZ
12 further objects to this interrogatory on the grounds that it is not limited to contacts
13 or communications that occurred within the authorized course and scope of
14 StudiVZ’s business.

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

17 To the best of StudiVZ’s current knowledge, StudiVZ has never directed any
18 advertising or marketing materials specifically to students, colleges or universities
19 located in California.

20
21 **SPECIAL INTERROGATORY NO. 4:**

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

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

27 StudiVZ hereby incorporates by reference the general objections set forth
28 above. StudiVZ 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 StudiVZ, or it must identify material jurisdictional issues that are in dispute.
4 Facebook has done neither. StudiVZ further objects to this interrogatory on the
5 grounds that the definition of “YOU” is grossly overbroad. StudiVZ further objects
6 to this interrogatory on the grounds that it is unlimited as to time, and is so
7 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to
8 this interrogatory on the grounds that it is compound. StudiVZ further objects to
9 this interrogatory on the grounds that it seeks information that is not relevant nor
10 reasonably calculated to lead to the discovery of admissible evidence. StudiVZ
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 StudiVZ’s business.

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

16 The only travel of which StudiVZ is aware that was taken by an officer,
17 director or employee of StudiVZ to California that was related to that officer’s,
18 director’s or employee’s work for StudiVZ is as follows: in 2006 Ehssan Dariani,
19 Dennis Bemmann and Michael Brehm went together to California to negotiate with
20 Facebook and another U.S. company about a proposed purchase of studiVZ. At the
21 end of 2006, Michael Brehm visited Facebook in California one more time, this
22 time by himself, in connection with those same negotiations with Facebook
23 concerning Facebook’s proposed purchase of StudiVZ. In 2008, Dennis Bemmann
24 visited California for due diligence purposes during another attempt by Facebook to
25 buy StudiVZ.

26
27 **SPECIAL INTERROGATORY NO. 5:**

28 IDENTIFY, on a monthly basis, how many USERS OF STUDIVZ have been

1 registered at the www.studivz.net website, the www.meinvz.net website, the
2 www.studiqg.fr website, the www.studiln.it website, the www.estudiln.net website,
3 the www.studentix.pl website AND the www.schuelervz.net website since October
4 2005, AND how many of those USERS OF STUDIVZ are residents of, OR
5 PERSONS domiciled in, California.

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

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

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

16 StudivZ cannot go back into time to search its user records to determine on
17 any given date the number of users it has who are residents of California or who
18 have identified some affiliation with a California college or university. It can only
19 conduct such a search on a then-current basis. StudivZ conducted two such
20 searches in October 2008 in connection with its then-anticipated motion to dismiss,
21 which has since been filed. The first was conducted on or about October 14, 2008.
22 At that time, there were a total of 11,628,863 users of all StudivZ Websites. Only
23 10,272 of those users had identified themselves as being affiliated with California
24 or a California-located university. Specifically, out of the 5,509,971 registered
25 users of the StudivZ- branded sites, only 8,547 identified themselves as affiliated
26 with universities located in California. Out of the 4,396,184 registered users of the
27 SchuelerVZ-branded sites, only 122 identified themselves as being located in
28 California. Out of the 1,722,708 registered users of the MeinVZ-branded sites,

1 only 1,603 identified themselves as being located in California.

2 The second search was done on or about October 22, 2008. At that time,
3 there were a total of 11,768,965 users of all StudiVZ Websites. Only 11,013 of
4 those users had 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 had identified themselves as affiliated with
7 universities located in California. Out of the 4,443,708 registered users of the
8 SchuelerVZ-branded sites, only 122 identified themselves as being located in
9 California. Out of the 1,790,957 registered users of the MeinVZ-branded sites, only
10 1,747 identified themselves as being located in California.

11
12 **SPECIAL INTERROGATORY NO. 6:**

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

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

18 StudiVZ hereby incorporates by reference the general objections set forth
19 above. StudiVZ 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 StudiVZ, or it must identify material jurisdictional issues that are in dispute.
23 Facebook has done neither. StudiVZ further objects to this interrogatory on the
24 grounds that the definition of "YOU" is grossly overbroad. StudiVZ further objects
25 to this interrogatory on the grounds that it is compound.

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

28 As of July 18, 2008, StudiVZ did not have any accounts receivable that were

1 owed to StudiVZ by a known California resident.

2
3 **SPECIAL INTERROGATORY NO. 7:**

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

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

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 is compound. StudiVZ further objects to
20 this interrogatory on the grounds that it seeks information that is not relevant nor
21 reasonably calculated to lead to the discovery of admissible evidence. StudiVZ
22 further objects to this interrogatory on the grounds that it is not limited to instances
23 that occurred within the authorized course and scope of StudiVZ's business.

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

26 The only travel of which StudiVZ is aware that was taken by an officer,
27 director or employee of StudiVZ to California that was related to that officer's,
28 director's or employee's work for StudiVZ is as follows: in 2006 Ehssan Dariani,

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 above. StudiVZ 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 StudiVZ, or it must identify material jurisdictional issues that are in dispute.
5 Facebook has done neither. StudiVZ further objects to this interrogatory on the
6 grounds that the definition of “YOUR” is grossly overbroad.

7 Notwithstanding the foregoing objections, and pursuant to agreements
8 reached during the parties’ “meet and confer,” StudiVZ responds as follows:

9 StudiVZ had no licenses or registrations to do business in California as of
10 July 18, 2008.

11
12 **SPECIAL INTERROGATORY NO. 12:**

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

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

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.

23 Notwithstanding the foregoing objections, and pursuant to agreements
24 reached during the parties’ “meet and confer,” StudiVZ responds as follows:

25 On information and belief, Ehssan Dariani, StudiVZ’s then CEO, and Dennis
26 Bemmann knew that Facebook was a California company sometime in 2005.

1 **SPECIAL INTERROGATORY NO. 13:**

2 IDENTIFY the services provided through the www.studivz.net website, the
3 www.meinvz.net website, the www.studiqq.fr website, the www.studiln.it website,
4 the www.estudiln.net website, the www.studentix.pl website AND the
5 www.schuelervz.net website to USERS OF STUDIVZ, including without
6 limitation, how the services are provided.

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

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

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

20 StudiVZ operates three groups of "social networking" websites aimed at
21 German-speaking Europe, called "StudiVZ," "MeinVZ" and "SchuelerVZ." The
22 specific names of the sites within each group vary slightly from country to country,
23 because of the differences in language from country to country, but are each an
24 interpretation of "Studi," "Mein" and "Schueler." The site with the largest number
25 of users is StudiVZ. The site with the most traffic is SchülerVZ. StudiVZ's social
26 networking sites are platforms that are made available to subscribers over the
27 Internet to allow those subscribers to create their own unique personal profiles
28 containing information about themselves, photographs of themselves, their families

1 and their friends, and other data. Users then typically share these data with friends
2 and family who are also subscribers to the site, and with others on the site who have
3 similar interests and backgrounds. All of StudiVZ's operations are located in
4 Germany, and its single office and headquarters are in Berlin, Germany. The first of
5 StudiVZ's sites, studivz.net, was formed in Berlin, Germany in 2005 by two young
6 German citizens. Its target group was, and remains, university students in
7 Germany, Austria and Switzerland. StudiVZ.net engaged in direct, person-to-
8 person marketing on German university campuses to advertise itself and to seek
9 subscribers. It has also engaged in marketing activities in Austria, Switzerland,
10 France, Poland, Italy, Spain and Latin America. It has never at any time engaged in
11 such marketing, or indeed any other type of marketing or advertising, in, or that is
12 directed to, the United States in general or to California in particular. StudiVZ also
13 has small French, Italian, Polish and Spanish social networking sites that target
14 university students in French, Italian, Polish and Spanish-speaking countries.
15 StudiVZ's French, Italian, Polish and Spanish social networking sites target neither
16 the United States in general nor California in particular, and none of these sites
17 markets or advertises in either the United States in general or California in
18 particular. None of the StudiVZ-branded sites is available in English. Later,
19 StudiVZ formed in Germany the social networking site "SchuelerVZ." This site, at
20 schuelervz.net, targets pupils and teenagers before they begin attending a
21 university, and focuses only on Germany, Austria and Switzerland. SchuelerVZ
22 has also never engaged in any marketing or advertising in, or that is directed to,
23 either the United States in general or California in particular. SchuelerVZ is also
24 not available in English. In 2008, StudiVZ launched its third social networking
25 site, "MeinVZ," at meinvz.net. MeinVZ is a social networking site for adults,
26 including those who have graduated from a university. MeinVZ has also never
27 engaged in any marketing or advertising in, or that is directed to, either the United
28 States in general or California in particular. All but one of MeinVZ's sites are in

1 non-English languages. The one English language site was launched in February
2 2008 and it represents less than 1% of MeinVZ's total user traffic. That site was
3 created in order to provide a platform for users who speak different, non-English
4 languages to network with each other using a secondary language that is commonly
5 understood between them. Because English is the most commonly understood,
6 non-native language in continental Europe, it serves as a "lingua franca" for people
7 of diverse speech. The English-language site was not created to attract native
8 English speakers, let alone Americans or Californians. The English used on the
9 English-language version of MeinVZ is British English, not American English, and
10 the consultant who was hired to translate MeinVZ's German site into English is a
11 British citizen living in Berlin. As to all of the StudiVZ sites, the users initiate the
12 contact with the sites, and the users sign up on the sites. As noted above, the only
13 targeted solicitation undertaken by StudiVZ was on university campuses in
14 Germany, Austria and Switzerland for studivz.net, and the only marketing activities
15 occurred in Germany, Austria, Switzerland, France, Poland, Italy, Spain and Latin
16 America. All of StudiVZ's sites are provided free of charge to the users. All of the
17 sites are utilized by the subscribers, in the manner described above, solely as a
18 conduit for the subscribers to interact and to network with each other.

19 StudiVZ is currently in the process of closing down all of its international,
20 i.e., non-German speaking country, websites and expects that process to be
21 completed soon.

22
23 **SPECIAL INTERROGATORY NO. 14:**

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

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 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 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 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 charge of design, programming, operations and marketing as of July 18, 2008 and
2 January 1, 2009. Those charts are attached hereto and incorporated herein as
3 Exhibit "A." In addition, the current directors of StudiVZ are as follows: the
4 Managing Directors are Clemens Riedl, Michael Brehm and Dennis Bemann, and
5 the Non-Executive Directors are Konstantin Urban, Michael Weber and Claas van
6 Delden.

7
8 **SPECIAL INTERROGATORY NO. 18:**

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

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

12 StudiVZ hereby incorporates by reference the general objections set forth
13 above. StudiVZ 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 StudiVZ, or it must identify material jurisdictional issues that are in dispute.
17 Facebook has done neither. StudiVZ further objects to this interrogatory on the
18 grounds that the definition of "YOUR" is grossly overbroad. StudiVZ further
19 objects to this interrogatory on the grounds that it is unlimited as to time, and is so
20 overbroad as to be unduly burdensome and harassing. StudiVZ further objects to
21 this interrogatory on the grounds that it seeks information that is not relevant nor
22 reasonably calculated to lead to the discovery of admissible evidence. StudiVZ
23 further objects to this interrogatory on the grounds that it is not limited to activities
24 that occurred within the authorized course and scope of StudiVZ's business.

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

27 StudiVZ has never directed any advertisements or other marketing materials
28 specifically to students, colleges or universities located in California or other people

1 who reside in California.

2
3 **SPECIAL INTERROGATORY NO. 19:**

4 IDENTIFY ALL of YOUR business relationships with, OR financial
5 interests in, businesses currently OR formerly incorporated, licensed, located,
6 based, OR with facilities OR offices located in California, including without
7 limitation, the nature of each relationship, the IDENTIFY of each business, AND
8 whether each business is incorporated, licensed, located, based OR has facilities OR
9 offices located in California.

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

11 StudiVZ hereby incorporates by reference the general objections set forth
12 above. StudiVZ 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 StudiVZ, or it must identify material jurisdictional issues that are in dispute.
16 Facebook has done neither. StudiVZ further objects to this interrogatory on the
17 grounds that the definition of “YOUR” is grossly overbroad. StudiVZ further
18 objects to this interrogatory on the grounds that it is vague and ambiguous as to the
19 term “business relationships.” StudiVZ further objects to this interrogatory on the
20 grounds that it is unlimited as to time, and is so overbroad as to be unduly
21 burdensome and harassing. StudiVZ further objects to this interrogatory on the
22 grounds that it seeks information that is not relevant nor reasonably calculated to
23 lead to the discovery of admissible evidence. StudiVZ further objects to this
24 interrogatory on the grounds that it is not limited to relationships or interests within
25 the authorized course and scope of StudiVZ’s business.

26 Notwithstanding the foregoing objections, and pursuant to agreements
27 reached during the parties’ “meet and confer,” StudiVZ responds as follows:

28 StudiVZ did not own, as of July 18, 2008, any California resident companies

1 or businesses.

2
3 **SPECIAL INTERROGATORY NO. 20:**

4 IDENTIFY ALL reasons why defending this lawsuit in California would
5 burden YOU.

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

7 StudiVZ hereby incorporates by reference the general objections set forth
8 above. StudiVZ further objects to this interrogatory on the grounds that a plaintiff
9 is not entitled to take discovery on personal jurisdiction as a matter of right. In
10 order to do so, Facebook must either make a *prima facie* showing of jurisdiction
11 over StudiVZ, or it must identify material jurisdictional issues that are in dispute.
12 Facebook has done neither. StudiVZ further objects to this interrogatory on the
13 grounds that the definition of “YOU” is grossly overbroad.

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

16 StudiVZ is a U.K. limited liability company with its principal place of
17 business in Germany. All of StudiVZ's operations are located in Germany, and its
18 single office and headquarters are in Berlin, Germany. The first of the StudiVZ
19 Websites, studivz.net, was formed in Berlin, Germany in 2005 by two young
20 German citizens. Its target group was, and remains, university students in
21 Germany, Austria and Switzerland. StudiVZ has never at any time engaged in any
22 type of marketing or advertising in, or that is directed to, the United States or other
23 English speaking countries in general or to California in particular. None of
24 StudiVZ’s websites target either users in the United States in general nor California
25 in particular. None of the StudiVZ-branded websites is available in English.
26 StudiVZ has also formed, in Germany, the social networking site “SchuelerVZ.”
27 This site, at schuelervz.net, targets pupils and teenagers before they begin attending
28 a university, and focuses solely on Germany. SchuelerVZ has also never engaged

1 in any marketing or advertising in, or that is directed to, either the United States in
2 general or California in particular. SchuelerVZ is also not available in English.

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

18 Like most other internet sites on the "World Wide Web," the StudiVZ
19 Websites may be accessed by California residents, just as they may be accessed by
20 residents of Iceland, New Zealand or Japan. But the sites are not directed at or
21 marketed to the United States, let alone California.

22 As of October 22, 2008, there were a total of 11,768,965 current users of all
23 of the StudiVZ Websites. Only 11,013 of those users, or *less than a tenth of one*
24 *percent* (0.094%) have identified themselves as being affiliated with California or a
25 California-located university. Specifically, out of the 5,534,300 registered users of
26 the StudiVZ- branded sites, only 9,144 – 0.1652% – have identified themselves as
27 affiliated with universities located in California. Out of the 4,443,708 registered
28 users of the SchuelerVZ-branded sites, only 122 – 0.0027% – identify themselves

1 as being located in California. Out of the 1,790,957 registered users of the
2 MeinVZ-branded sites, only 1,747 – 0.098% – identify themselves as being located
3 in California.

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

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

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

14 StudiVZ does not maintain any books or records in California. It has no
15 bank accounts or other tangible personal or real property in California. It has no
16 sales in California, has had no California income and has not paid any California
17 income taxes.

18 Germany is an adequate, available alternative forum and, indeed, is a much
19 better forum than California. Most obviously, all of the conduct allegedly engaged
20 in by StudiVZ was engaged in from Germany, by German residents. Those actors
21 communicated predominantly in German. German is their native language and the
22 vast majority of the written documents related to this action are in German.

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

1 German law.

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

14 The claims raised by Facebook’s German lawyers in the June 8, 2006 and
15 January 3, 2007 demand letters were raised pursuant to German law, but were based
16 on the same facts that Facebook now alleges give rise to the claims raised in the
17 instant lawsuit – that StudiVZ committed wrongs by copying the look and feel of
18 Facebook’s website.

19 After Ventures and Networks became equity holders in StudiVZ in August
20 2006 and October 2007, Facebook sought to negotiate to purchase Ventures’ and
21 Networks’ ownership interests in StudiVZ. Those negotiations took place in the
22 Spring of 2008.

23 Just after those negotiations broke down, on July 9, 2008, Facebook wrote a
24 demand letter to Networks and Ventures, threatening to sue based on the exact
25 same types of claims that Facebook had raised in *Germany* in June 2006 and
26 January 2007.

27 Because Germany is clearly the more appropriate forum for the resolutions of
28 such disputes, on July 18, 2008, StudiVZ filed a declaratory relief action against

1 Facebook in Stuttgart, Germany (the “Stuttgart Action”). In the Stuttgart Action,
2 StudiVZ seeks a declaratory judgment that it has not engaged in the wrongful
3 conduct alleged by Facebook in its three prior demand letters. On that same day,
4 Facebook filed the present action, alleging the same claims that it asserted in June
5 2006, January 2007 and July 2008.

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

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

19 At the same time that Facebook filed its response in the Stuttgart Action, it
20 also initiated its own, affirmative action against StudiVZ in Cologne, Germany (the
21 “Cologne Action”). The complaint in the Cologne Action includes within it all of
22 the facts alleged in this US action, plus additional facts related to Facebook’s
23 claims. Although the law cited is different than in this action (i.e., German law
24 instead of U.S. law), the acts and injuries complained of are the same.

25 The Cologne action was expressly incorporated into Facebook’s response in
26 the Stuttgart action. Thus, there are now pending in Germany two separate actions
27 that encompass within them everything that is alleged in the instant action, plus
28 additional alleged facts and injuries. The German courts are fully empowered to

1 decide the issues alleged in those two German actions under German law and
2 United States and California law. Given that 99% of the conduct alleged and harm
3 allegedly suffered took place in Germany, that all of the alleged bad actors are
4 residents of Germany, that all of the documents in the allegedly bad actor's
5 possessions are located in Germany and are written in German, it makes much more
6 sense and would be much more convenient for everyone involved to have all issues
7 in dispute litigated in Germany than in California or the United States.

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

11 Finally, the parties should not be forced to litigate the exact same dispute and
12 issues in two different, parallel proceedings at the same time. It is terribly
13 inefficient and expensive, wastes judicial resources, and leads to the distinct
14 possibility of conflicting orders, judgments, etc. StudiVZ must retain two sets of
15 lawyers -- one in the United States and one in Germany. It must pay for the
16 translation of all its documents, either by literally translating them or by spending a
17 tremendous amount of billable time explaining what each document means to its
18 American, non-German-speaking counsel. The depositions of the defense
19 witnesses will all take place in Germany, necessitating huge amounts of travel
20 expenses and travel time billed by the lawyers. The depositions will take longer
21 than would otherwise be necessary because of the need for interpreters whenever
22 the witness is unable to testify in English, which will be the case to varying degrees
23 for each defense witness. As to every relevant consideration, this U.S. action is by
24 far the more inconvenient forum.

25
26 **SPECIAL INTERROGATORY NO. 21:**

27 IDENTIFY the ownership of STUDIVZ, including without limitation,
28 PERSON'S names, amounts they contributed OR invested, AND their percent

1 ownership OR control (including without limitation, Capital Contributions, Percent
2 Interest, Equity Units, Non-equity Units, Voting Units) on a by-PERSON basis.

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

4 StudiVZ hereby incorporates by reference the general objections set forth
5 above. StudiVZ 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 StudiVZ, or it must identify material jurisdictional issues that are in dispute.
9 Facebook has done neither. StudiVZ further objects to this interrogatory on the
10 grounds that the definition of “STUDIVZ” is grossly overbroad.

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

13 Holtzbrinck Networks GmbH (“Networks”) and Holtzbrinck Ventures
14 GmbH (“Ventures”) own respectively 85% and 15% of StudiVZ.

15
16 **SPECIAL INTERROGATORY NO. 22:**

17 IDENTIFY the location of YOUR offices, facilities, server/equipment
18 locations.

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

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 the definition of “YOUR” is grossly overbroad.

27 Notwithstanding the foregoing objections, and pursuant to agreements
28 reached during the parties’ “meet and confer,” StudiVZ responds as follows:

1 StudiVZ's offices are in Berlin, Germany. It is a United Kingdom limited
2 liability company and therefore maintains an office address in the United Kingdom.
3 But that U.K. office has nothing to do with the operations of the company.
4 StudiVZ's servers and equipment are located primarily in Berlin, Germany, but
5 some are also in other cities in Germany.

6
7 **SPECIAL INTERROGATORY NO. 23:**

8 IDENTIFY ALL universities, colleges AND institutes of higher learning
9 located in California at which STUDIVZ provides OR provided services including
10 without imitation, access to the www.studivz.net website, the www.meinvz.net
11 website, the www.studiqg.fr website, the www.studiln.it website, the
12 www.estudiln.net website, the www.studentix.pl website AND the
13 www.schuelervz.net website, including without limitation University of California
14 (all campuses), California State University (all campuses), as well as the USERS
15 OF STUDIVZ using email domains (e.g., name@stanford.edu) from those
16 universities, colleges, high schools AND institutes of higher learning.

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

18 StudiVZ hereby incorporates by reference the general objections set forth
19 above. StudiVZ 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 StudiVZ, or it must identify material jurisdictional issues that are in dispute.
23 Facebook has done neither. StudiVZ further objects to this interrogatory on the
24 grounds that the definition of "STUDIVZ" is grossly overbroad. StudiVZ further
25 objects to this interrogatory on the grounds that it is compound and exceeds
26 Facebook's 30 allowed interrogatories. StudiVZ further objects to this
27 interrogatory on the grounds that it is unlimited as to time, and is so overbroad as to
28 be unduly burdensome and harassing. StudiVZ further objects to this interrogatory

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

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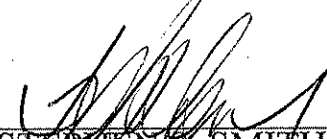
on the grounds that it seeks information that is not relevant nor reasonably calculated to lead to the discovery of admissible evidence. StudiVZ further objects to the interrogatory on the grounds that it infringes upon the users' privacy rights.

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

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

DATED: December 24, 2008

GREENBERG GLUSKER FIELDS
CLAMAN & MACHTINGER LLP

By: 
STEPHEN S. SMITH
WILLIAM M. WALKER
Attorneys for Defendants StudiVZ
Ltd., Holtzbrinck Networks GmbH,
and Holtzbrinck Ventures GmbH

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
& MACHTINGER 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
6 Stars, Suite 2100, Los Angeles, California 90067-4590.

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

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

11 Thomas Gray, Esq. (**ORIGINAL**)
12 Orrick, Herrington & Sutcliffe LLP
13 4 Park Plaza, Suite 1600
14 Irvine, CA 92614-2558

Attorneys for Plaintiff Facebook, Inc.

15 Gary E. Weiss, Esq. (**COPY**)
16 gweiss@orrick.com
17 Orrick, Herrington & Sutcliffe LLP
18 1000 Marsh Road
19 Menlo Park, CA 94025

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

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

28 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

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