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Case Name: \_\_\_\_\_ Case #: \_\_\_\_\_

Karen Beth Young  
P.O. Box 2335  
San Jose, California 95109  
301-991-1937  
Self Represented

FILED Santa Clara County  
07/30/10 3:54pm  
David H. Yamasaki  
Chief Executive Officer  
By: afloresca DTSCIV010117  
R#201000082607  
WA \$355.00  
TL \$355.00  
Case: 1-10-CV-178574

UCS

*afloresca*

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SANTA CLARA  
UNLIMITED JURISDICTION

KAREN BETH YOUNG  
**Plaintiff**  
And  
Facebook, INC.  
**Defendant**

Case No.: 110CV178574  
PLEADING TITLE:  
COMPLAINT FOR DAMAGES AND  
TEMPORARY AND PERMANENT INJUNCTIONS

Judge: \_\_\_\_\_

Dated this July 30, 2010

1 **THE PARTIES**

2 1. Plaintiff Karen Beth Young is a resident of Maryland and a temporary resident of California at this  
3 time. Plaintiff entered into a contract with Defendant in February 2010 agreeing to terms of legal  
4 procedure in Santa Clara County, California.

5 2. Defendant Facebook is a corporation organized and existing under the laws of the state of  
6 Delaware with its principle place of business in Palo Alto, California.

7 **JURISDICTION AND VENUE**

8 3. The Superior Court Of California has jurisdiction over this action by virtue of California Code of Civil  
9 Procedure ("CCP") 410.10 and CCP 428.10.

10 4. This venue is also proper pursuant to CCP 395(a) and CCP 395.5. The parties entered into a  
11 contract with the Defendants principle place of business in Santa Clara County.

12 **FACTUAL HISTORY**

13 5. Plaintiff contracted with Facebook in February 2010. Plaintiff did so in order to socialize and  
14 connect with both friends and strangers online in a safe and secure environment according to the law.  
15 Attached hereto is Exhibit A a true and correct copy of Statement of Rights and Responsibilities. Section  
16 18 titled Other, numbers 3 & 7 speak to this. Additionally, Facebook has violated their terms of  
17 agreement by not enforcing these rights and responsibilities in a fair and equitable manner. Notably,  
18 Facebook has not adhered to their obligations set forth in Section 3 titled Safety, numbers 6,7,10, and  
19 12. And Section 5 titled Protecting Other People's Rights, numbers 1 & 4.

20 6. Facebook advertises to be the most popular social website in the world. It also advertises for users  
21 to connect with friends, strangers, or others they meet in order to forge relationships. Facebook has a  
22 foundation that they claim is representative of company principles. Attached hereto is Exhibit B a true  
23 and correct copy of Facebook Principles. Specifically, Facebook has not adhered to sections  
24 1,2,3,4,5,7,8, and 10 of this agreement. Also, attached hereto is Exhibit C a true and correct copy of  
25 Facebook's Privacy Policy. Facebook has violated their terms of agreement by not enforcing these  
26 principles in a fair and equitable manner.

27 7. Facebook began in 2004 and has undergone fast paced growth that has not been conducive to  
28 the civil rights and sensitivities of all individuals with disabilities. Plaintiff has a bipolar emotional

1 disability. Facebook does not provide any help or assistance to people with this disability. Rather,  
2 Facebook has a limited and restrictive page that mentions visual and physical disabilities located  
3 at. <http://www.facebook.com/home.php?#!/help/?page=440>. Plaintiff has sought human interaction and  
4 assistance regarding her account on many occasions, with no response either prior to or after her  
5 account deactivation. Plaintiff has sent numerous emails that were unanswered. Plaintiff has made  
6 numerous telephone calls to Facebook headquarters, all of which were answered as computer voice  
7 messaging with instructions to send more emails. Facebook headquarters telephone recording states  
8 they are an internet based company so everything must be handled online by sending an email.  
9 However, all emails are not responded to and are one way in communication.

10 **8.** Facebook has failed to comply with Title III of the American Disability Act. Facebook does not  
11 provide reasonable accommodations or assistance to individuals with disabilities. Facebook is a place of  
12 public accommodation with operations that affect commerce. And, a place that facilitates public  
13 gatherings, entertainment, and public display. However, at no time has Facebook shown regard for the  
14 following in terms of the Plaintiff:

15 **III-3.2000 Denial of participation.** The ADA prohibits discriminatory denial of services or benefits to  
16 individuals with disabilities.

17 **III-3.3000 Equality in participation/benefits.** The ADA mandates an equal opportunity to participate in or  
18 benefit from the goods and services offered by a place of public accommodation,

19 **III-3.4000 Separate benefit/integrated setting.** A primary goal of the ADA is the equal participation of  
20 individuals with disabilities in the "mainstream" of American society.

21 **III-4.2100 General.** A public accommodation must reasonably modify its policies, practices, or procedures  
22 to avoid discrimination.

23 These business outlines are reasonable to assume to be in place given Facebook's status in society.  
24 Facebook should know that there are a large percentage of people with varying types of disabilities that  
25 use Facebook. Given this, Facebook's actions have been misleading and immoral. All people should be  
26 free from cyber bullying and cyber harrassment whether it be by a business such as Facebook or by its  
27 users. More so, Plaintiff should not have to state that she has a disability in order to attain her  
28

1 reasonable rights and access that should have already been in place by Facebook. Plaintiffs right  
2 to personal privacy has been offended and lost.

3 9. Facebook has unclean hands in its inefficient and hurtful handling of the Plaintiffs account by  
4 showing a lack of regard and careless conduct. Plaintiff made ongoing attempts for assistance only to  
5 have her account disabled. Plaintiff drove from the east coast to Facebook Headquarters at which time  
6 she met with a receptionist who said she was not authorized to give her name. Plaintiff was told to fill out  
7 a form and someone would contact her online because nobody could meet with her in person or talk to  
8 her on the telephone. Plaintiff eventually received an email saying her account was reinstated. Directly  
9 thereafter, Plaintiff sent an email once again asking for help and requesting information regarding proper  
10 or improper procedure. No response was emailed back and Plaintiff drove back to the east coast with  
11 account enabled. Two days after arriving in Maryland, Plaintiff's account was once again disabled with no  
12 explanation as to why. Attached hereto is Exhibit D a true and correct copy of email correspondence.  
13 Plaintiff drove to California for a second time and is dealing with suffering related to all aspects of  
14 hardship.

15 10. Plaintiff originally set up her personal account as Karen Beth Young to interact with family, friends  
16 and strangers. Both Plaintiffs mother and sister are fighting breast cancer and she has a deep concern  
17 for all people dealing with the cancer cause/disease. Plaintiff set up two other pages relating to cancer  
18 for communication and discussion. These two pages were titled the following: "Cancer Forum" and  
19 "Cartesian Plane For The Cure." Both of these pages were established legitimately through the Karen  
20 Beth Young account with the Plaintiff as administrator. The Cancer Forum was more of a general site  
21 that emphasized casual and fun topics to include a trivia question of the day. The Cartesian Plane For  
22 The Cure site was more technical in nature. The CPFTC was geared toward mathematics and other  
23 information specific to cancer research. The Plaintiff enjoys the field of mathematics and sought to  
24 encourage and inspire hope in others who were terminally ill with the site. Mathematical research has an  
25 old but new realm of understanding in regard to tumor growth. Things such as differential equations and  
26 numerical analysis are being utilized to help tailor different treatment options in the cancer field. Plaintiff  
27 sent "friendvites" to others who she believed to be sincere in the cancer cause, and accepted "friendvites"  
28 from others who requested her. The Plaintiff did this openly and honestly describing her exact situation to

1 all, to include her personal information and information on the cancer sites. Plaintiff welcomed comments  
2 and others posts on the pages as long as they were relevant to cancer. In so doing, Plaintiff started to  
3 establish some very sincere relationships. Albeit online, they were genuine and heartfelt. Plaintiff has  
4 always considered all Facebook friends to be real friends regardless of the obvious geographical  
5 shortcomings. The Plaintiffs Karen Beth Young page grew and she was told of a maximum amount of  
6 5000 friends. Plaintiff was upset about this for many reasons and was forced to set up the required, and  
7 less personal, Karen Beth Young - Public Figure page that Facebook requires. This secondary page is  
8 unlimited for friends with no 5000 cap, but it does not offer many warmer, interpersonal features that can  
9 be more meaningful like birthdays. Additionally, Plaintiff started a petition page to speak out against this  
10 titled, "Join Karen, petition Facebook Say No To 5000 Friends." The day after the petition page was  
11 started, the Plaintiffs complete account and cancer pages were disabled. Plaintiff sent numerous emails  
12 regarding the relationships that had been affected to include the terminal and general health nature of  
13 them. Eventually, Plaintiff received an email from Facebook stating that her account was permanently  
14 disabled with no right of an appeal and no right to speak to anyone without any explanation. Future  
15 emails and phone calls to Facebook were never responded to. Following, Plaintiff drove across country  
16 to Facebook headquarters to seek help in person for all involved.

17 The Plaintiffs personal Karen Beth Young page contained approximately 4,300 people, the Cancer Forum  
18 page contained approximately 1,600 people, the Cartesian Plane For The Cure page  
19 contained approximately 2,700 people, the Karen Beth Young - Public Figure page contained  
20 approximately 1,100 people, and the Join Karen, petition Facebook Say No To 5000 Friends page  
21 contained approximately 125 people. Attached hereto is Exhibit E a true and correct copy of a notarized  
22 copy of an AUTHORIZATION FOR RELEASE OF FACEBOOK ACCOUNT INFORMATION sent to  
23 Defendant via US mail.

24 11. Plaintiff was subjected to extensive, hateful actions when she came across a hate page that  
25 she saw advertised which prayed for death. The page is titled "DEAR LORD, THIS YEAR YOU TOOK  
26 MY FAVORITE ACTOR, PATRICK SWAYZIE. YOU TOOK MY FAVORITE ACTRESS, FARAH  
27 FAWCETT. YOU TOOK MY FAVORITE SINGER, MICHAEL JACKSON. I JUST WANTED TO LET  
28

1 YOU KNOW, MY FAVORITE PRESIDENT IS BARACK OBAMA. AMEN" and the Facebook page is  
2 located at the web address listed below.

3 [http://www.facebook.com/pages/DEAR-LORD-THIS-YEAR-YOU-TOOK-MY-FAVORITE-ACTOR-PATRICK-](http://www.facebook.com/pages/DEAR-LORD-THIS-YEAR-YOU-TOOK-MY-FAVORITE-ACTOR-PATRICK-SWAYZIE-YOU-TOOK-MY-FAVORITE-ACTRESS-FARAH-FAWCETT-YOU-TOOK-MY-FAVORITE-SINGER-MICHAEL-JACKSON-I-JUST-WANTED-TO-LET-YOU-KNOW-MY-FAVORITE-PRESIDENT-IS-BARACK-OBAMA-AMEN/111712585523370?ref=share)  
4 [SWAYZIE-YOU-TOOK-MY-FAVORITE-ACTRESS-FARAH-FAWCETT-YOU-TOOK-MY-FAVORITE-SINGER-](http://www.facebook.com/pages/DEAR-LORD-THIS-YEAR-YOU-TOOK-MY-FAVORITE-ACTOR-PATRICK-SWAYZIE-YOU-TOOK-MY-FAVORITE-ACTRESS-FARAH-FAWCETT-YOU-TOOK-MY-FAVORITE-SINGER-MICHAEL-JACKSON-I-JUST-WANTED-TO-LET-YOU-KNOW-MY-FAVORITE-PRESIDENT-IS-BARACK-OBAMA-AMEN/111712585523370?ref=share)  
5 [MICHAEL-JACKSON-I-JUST-WANTED-TO-LET-YOU-KNOW-MY-FAVORITE-PRESIDENT-IS-BARACK-OBAMA-](http://www.facebook.com/pages/DEAR-LORD-THIS-YEAR-YOU-TOOK-MY-FAVORITE-ACTOR-PATRICK-SWAYZIE-YOU-TOOK-MY-FAVORITE-ACTRESS-FARAH-FAWCETT-YOU-TOOK-MY-FAVORITE-SINGER-MICHAEL-JACKSON-I-JUST-WANTED-TO-LET-YOU-KNOW-MY-FAVORITE-PRESIDENT-IS-BARACK-OBAMA-AMEN/111712585523370?ref=share)  
6 [AMEN/111712585523370?ref=share](http://www.facebook.com/pages/DEAR-LORD-THIS-YEAR-YOU-TOOK-MY-FAVORITE-ACTOR-PATRICK-SWAYZIE-YOU-TOOK-MY-FAVORITE-ACTRESS-FARAH-FAWCETT-YOU-TOOK-MY-FAVORITE-SINGER-MICHAEL-JACKSON-I-JUST-WANTED-TO-LET-YOU-KNOW-MY-FAVORITE-PRESIDENT-IS-BARACK-OBAMA-AMEN/111712585523370?ref=share)

7 Plaintiff was subjected to hatred, violence, discrimination, threats, pornography, kkk, violence and  
8 personal attacks when she spoke out against the page. Additionally, her profile picture at the time  
9 displayed her holding a baby with her sister in church. The Plaintiffs picture was reposted with the baby  
10 as a giant penis shooting sperm in her sisters face. Plaintiff signed a complaint about the page and  
11 joined a petition to remove it. This page is titled, "Petition to remove facebook group praying for President  
12 Obama's death" and is located at -

13 <http://www.facebook.com/group.php?gid=121236781223275&ref=share> Not long after joining the petition page,  
14 Plaintiffs account was modified and Plaintiff was no longer permitted to access the petition page at  
15 all. The hate page has just over a million people on it while the petition to remove the hate page has  
16 just under a million people on it. This hate page regularly displays and engages in direct violations of the  
17 Facebook terms and United States law.

18 **12.** Facebook has violated Plaintiff's First Ammendment civil rights by both action and inaction. Law 42  
19 U.S.C. 1983 provides for rights secured by the federal Constitution and federal law. "42 U.S.C. 1983  
20 makes unlawful the deprivation of any right, privilege, or immunity secured by the United States  
21 Constitution or laws." Facebook has deprived Plaintiff of First Amendment rights, privileges and  
22 immunities, as well as allowed for the interference of Plaintiffs civil rights through the approval and use of  
23 threats, intimidation, coercion and violence on Facebook. In *Chaplinsky V. New Hampshire* (315 U.S.  
24 568: 1942), the court held that some speech, notably that which is obscene, libelous, and insulting, is not  
25 protected by the First Amendment. The court ruled that social interest in order and morality  
26 outweighed offensive speech that was harmful. The First Amendment also permits a state to ban a "true  
27 threat." True threats encompass statements in which the speaker means to communicate a serious  
28

1 expression of an intent to commit an act of unlawful violence to a particular individual or group of  
2 individuals. Facebook and the prayer for death hate page violates the governing statutes.

3 **13.** Plaintiffs First Amendment civil rights are also protected by Civil Code 117A.10 and  
4 117A.11. Additionally, Civil Code 51.7 and 52.1 seek to protect against Plaintiffs civil rights violations.  
5 Constitutional civil rights are governed by the Tom Bane Civil Rights Act. Plaintiff spoke out on behalf of  
6 the Farrah Fawcett and Patrick Swayze families battle with cancer as well as the entity of life as a whole.  
7 In retaliation, Plaintiff was threatened and harassed on Facebook. Facebook has knowingly and  
8 ongoingly allowed users to intentionally violate constitutional and statutory rights of Plaintiff and other  
9 individuals. Additionally, Facebook made no attempt whatsoever to effectively communicate with Plaintiff  
10 regarding account problems and concerns. Despite this, nothing in Civil Code 52.1 requires any showing  
11 of actual intent to discriminate as supported by [ Venegas V. County of Los Angeles (2004) 32 Cal. 4th  
12 820,841, 11 Cal. Rptr. 3d 692, 87 P.3d 1 ]. Plaintiff has a right to full and equal accommodation  
13 without comments, gestures or threats of violence.

14 **14.** Facebook has violated Plaintiffs Fourteenth Amendment rights by both action and inaction. The  
15 Fourteenth Amendment prohibits the deprivation of liberty or property without due process of law.  
16 Plaintiff has been denied equal protection, privileges and immunities. "Equal protection is granted by  
17 Section I of the Fourteenth Amendment to the United States Constitution, and by California Constitution,  
18 art. I, 7 (a), as limited by California Constitution, art. I, 31. The protection of privileges and immunities in  
19 state law is governed by Section I of the Fourteenth Amendment to the United States Constitution, and by  
20 California Constitution, art. I, 7 (b)."

21 **15.** Plaintiff mailed certified letters to Facebook regarding the preservation of any and all of Plaintiffs  
22 account information. Facebook has not responded to Plaintiffs written request. Plaintiff has and  
23 continues to, suffer from all aspects of hardship contributed to strained and broken relationships.  
24 Attached hereto is Exhibit D a true and correct copy of U.S. Post Office correspondence. The Stored  
25 Communications Act permits the disclosure of otherwise protected communication, if the subscriber, or  
26 the author of the intended receiver of such communications gives consent - 18 USC 2702 (b)(3).

27 **FIRST CAUSE OF ACTION**

28 (US Constitution First Amendment Civil Rights Violation)

- 1 16. Plaintiff realleges and incorporates by reference the allegations of sections
- 2 1-15, inclusive, as set forth in full herein.
- 3 17. Plaintiff is a United States citizen and this action arises under 42 U.S.C. 1983.
- 4 18. Defendant is and at all times has been doing business in Santa Clara County, California. And, has
- 5 been existing under the laws of the State of California.
- 6 19. Plaintiff is an American with a disability.
- 7 20. Facebook intentionally and with total disregard violated Plaintiffs Federal Constitutional right to
- 8 freedom of speech and the right as a US citizen to not be deprived of life, liberty, or property without due
- 9 process of the law.
- 10 21. Facebook intentionally and with total disregard has denied Plaintiffs right to equal protection of law.
- 11 22. Facebook, Inc's. First Amendment civil rights violations have caused damages to Plaintiff in an
- 12 amount to be proven at trial.

13 **SECOND CAUSE OF ACTION**

14 (US FOURTEENTH AMENDMENT CIVIL RIGHTS VIOLATION)

- 15 23. Plaintiff realleges and incorporates by reference the allegations of sections
- 16 1-22, inclusive, as set forth in full herein.
- 17 24. Plaintiff is a United States citizen and this action arises under 42 U.S.C. 1983.
- 18 25. Defendant is and at all times has been doing business in Santa Clara County, California. And, has
- 19 been existing under the laws of the State of California.
- 20 26. Plaintiff is an American with a disability.
- 21 27. Facebook intentionally and with total disregard violated Plaintiffs Federal Constitutional right to
- 22 freedom of speech and the right as a US citizen to not be deprived of life, liberty, or property without due
- 23 process of the law.
- 24 28. Facebook intentionally and with total disregard has denied Plaintiffs right to equal opportunity and
- 25 protection of law.
- 26 29. Facebook, Inc's. Fourteenth Amendment civil rights violations have caused damages to Plaintiff in
- 27 an amount to be proven at trial.

28 **THIRD CAUSE OF ACTION**



1 (Breach of Contract)

2 30. Plaintiff realleges and incorporates by reference the allegations of sections  
3 1-29, inclusive, as set forth in full herein.

4 31. The customs, practices, and policies of Facebook, Inc. amounted in the deliberate indifference to  
5 the rights of Plaintiff.

6 32. As a direct and proximate result of the customs, practices, and policies of Facebook, Inc.,  
7 described in this complaint, Plaintiff has suffered injury, loss, and damage. This including and not limited  
8 to loss of liberty, invasion of privacy, emotional distress, pain and suffering, undue hardship, personal  
9 anguish, and discrimination.

10 33. The Defendants lack of adherence to its own established and advertised Statement of Rights and  
11 Responsibilities caused irreparable damage to the Plaintiff.

12 34. The Defendants lack of adherence to its own established and advertised Facebook Principles  
13 caused irreparable damage to the Plaintiff.

14 35. The Defendants lack of adherence to its own established and advertised Facebook's Privacy  
15 Policy caused irreparable damage to the Plaintiff.

16 36. The Defendants lack of communication, services, and assistance for disabled individuals caused  
17 irreparable damage to the Plaintiff.

18 37. Facebook, Inc. violated its terms of agreement by supporting a class D felony under United States  
19 Code Title 18, Section 871. It consists of knowingly and willingly mailing or otherwise making "any threat  
20 to take the life of, to kidnap, or to inflict bodily harm upon the President of the United States."

21 38. Facebook, Inc's. breaches of the contract have caused damages to Plaintiff in an amount to be  
22 proven at trial.

23 **FOURTH CAUSE OF ACTION**

24 (Breach of Implied Covenant of Good Faith and Fair Dealing)

25 39. Plaintiff realleges and incorporates by reference the allegations of sections  
26 1-38, inclusive, as set forth in full herein.

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1     **40.** The law implies a covenant of good faith and fair dealing by which Facebook, Inc. promised to  
2 perform fairly, honestly and reasonably according to the terms of agreement advertised by Facebook.  
3 Facebook did not adhere to this covenant.

4     **41.** Facebook, Inc. has breached the implied covenant of good faith and fair dealing by not providing  
5 the safety services advertised, allowing cyber bullying and cyber harassment. Additionally, Facebook,  
6 Inc. does not protect against content that is hateful, threatening, pornographic, and violent.

7     **42.** Facebook, Inc. has failed to provide adequate site management, over site and enforcement that is  
8 necessary to prevent hate speech and actions.

9     **43.** Facebook, Inc.'s lack of responsiveness and poor site management demeaned the purpose of the  
10 contractual relationship, which was to provide Plaintiff with a secure environment according to the law.

11     **44.** Facebook, Inc shows a lack of concern for public safety and health by supporting the Dear Lord  
12 prayer for death hate page threatening the life of the President of the United States.

13     **45.** Facebook, Inc shows a lack of concern for public safety and health by supporting the Dear Lord  
14 prayer for death hate page threatening the Office of the Presidency and the subsequent protection, well  
15 being and lives of United States citizens.

16     **46.** Facebook, Inc shows a lack of concern and respect for the Office of the President of the United  
17 States.

18     **47.** Facebook, Inc shows a lack of concern for the entity of life.

19     **48.** Facebook, Inc shows a lack of concern for public safety and health by supporting the Dear Lord  
20 prayer for death hate page threatening the lives of cancer patients.

21     **49.** Facebook, Inc shows a lack of concern for public safety and health by allowing the nature and  
22 content of a Facebook page to violate the Facebook terms of agreement.

23     **50.** Facebook, Inc shows a lack of concern for public safety and health by prioritizing company profit  
24 over the negative effects of racist/hate speech and implied/directly threatened violence.

25     **51.** Defendant violated the spirit of its terms of agreement which support social networking with  
26 friends, strangers, communities, activities, and interests by condemning Plaintiff for social networking.

27     **52.** Defendant violated the spirit of its terms of agreement by not showing concern or offering  
28 assistance when their computer system flagged Plaintiffs account. Rather, Plaintiff was told in an email

1 62. Plaintiff re-alleges and incorporates by reference the allegations of sections  
2 1-61, inclusive, as set forth in full herein.

3 63. The above-recited actions of Defendant were done with malice, fraud, or oppression, and in  
4 reckless disregard of the Plaintiffs rights. Thus, in direct violation of Civil Code 3294.

5 64. Defendants terms of agreement are deceptive in the sense of misrepresentation and false  
6 representation of company standards.

7 65. Defendant failed to follow established policies and practices thus putting Plaintiff in a position of  
8 unnecessary harm.

9 66. Defendant mislead Plaintiff by allowing and creating an environment threatening and harmful.

10 67. Defendant acted with conscious disregard in relation to its terms of agreement. Facebook, Inc.  
11 has been aware of the probable dangerous consequences of ongoing conduct on their site, yet they  
12 willfully and deliberately failed to take action to prevent harm.

13 68. Defendant acted with willful and conscious disregard of the rights and safety of Facebook  
14 members.

15 69. Defendant acted with willful and conscious disregard of the rights and safety of Facebook  
16 members with disabilities.

17 70. Defendants despicable conduct has threatened the rights and safety of Plaintiff.

18 71. Defendant subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiffs rights.

19 72. Plaintiff suffered damages in an amount to be proven at trial.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for a judgment against Facebook, Inc. as follows:

22 1. For a temporary injunction that enjoins Facebook, Inc. from deleting any/all Plaintiffs Facebook  
23 account records.

24 2. For a temporary injunction that enjoins Facebook, Inc. to provide Plaintiff with any/all of her  
25 Facebook account records.

26 3. For a temporary injunction that enjoins Facebook, Inc. to provide Plaintiff with all information  
27 requested according to the AUTHORIZATION FOR RELEASE OF FACEBOOK ACCOUNT

28 INFORMATION notarized form submitted to Facebook, Inc.

- 1 4. For a temporary injunction that enjoins Facebook, Inc. to preserve all posts made past, present and  
2 future by all Facebook users on the aforementioned Dear Lord prayer for death hate page.
- 3 5. For a temporary injunction that enjoins Facebook, Inc. to reactivate Plaintiffs account membership.
- 4 6. For a permanent injunction that enjoins Facebook, Inc. from deleting any/all Plaintiffs Facebook  
5 account records.
- 6 7. For a permanent injunction that enjoins Facebook, Inc. to provide Plaintiff with any/all of her  
7 Facebook account records.
- 8 8. For a permanent injunction that enjoins Facebook, Inc. to remove the aforementioned Dear Lord  
9 prayer for death hate page threatening the President of the United States and United States citizens.
- 10 9. For a permanent injunction that enjoins Facebook, Inc. to reactivate Plaintiffs account membership.
- 11 10. For a declaration that Plaintiffs First Amendment civil rights were violated by Defendant.
- 12 11. For a declaration that Plaintiffs Fourteenth Amendment civil rights were violated by Defendant.
- 13 12. For a declaration that Plaintiffs rights under Title III of the American Disability Act were violated by  
14 Defendant.
- 15 13. For a declaration that Plaintiffs rights were violated by Defendants Breach of Contract.
- 16 14. For a declaration that Plaintiffs rights were violated by Defendants Breach of Implied Covenant of  
17 Good Faith and Fair Dealing.
- 18 15. For a declaration that Plaintiffs rights were violated by Defendants Negligence.
- 19 16. For a declaration that Plaintiffs rights were violated by Defendants fraud.
- 20 17. For general damages in an amount according to proof at trial.
- 21 18. For specific damages in an amount according to proof at trial.
- 22 19. For related expenses in an amount according to proof at trial.
- 23 20. For compensatory damages in an amount according to proof at trial.
- 24 21. For punitive damages in an amount according to proof at trial.
- 25 22. For treble damages in an amount according to proof at trial.
- 26 23. For Plaintiffs cost of suit incurred herein.
- 27 24. For leave to amend Plaintiffs complaint for attorneys fees upon retention of counsel as Plaintiff is  
28 representing herself at this time.


1 25. For such other and further relief as the court may deem just and proper.

2 **JURY DEMAND**

3 Plaintiff demands a trial by jury as to all issues so triable.

4 July 30, 2010

5 Respectfully Submitted,

6 

7 Karen Beth Young

8 Plaintiff

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Search

Home Profile Find Friends

This agreement was written in English (US). Please note that Section 16 contains certain changes to the general terms for users outside the United States.

Date of Last Revision: April 22, 2010.

### Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement") derives from the Facebook Principles, and governs our relationship with users and others who interact with Facebook. By using or accessing Facebook, you agree to this Statement.

#### 1. Privacy

Your privacy is very important to us. We designed our Privacy Policy to make important disclosures about how you can use Facebook to share with others and how we collect and can use your content and information. We encourage you to read the Privacy Policy, and to use it to help make informed decisions.

#### 2. Sharing Your Content and Information

You own all of the content and information you post on Facebook, and you can control how it is shared through your privacy and application settings. In addition:

1. For content that is covered by intellectual property rights, like photos and videos ("IP content"), you specifically give us the following permission, subject to your privacy and application settings: you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with Facebook ("IP License"). This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you use an application, your content and information is shared with the application. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information. (To learn more about Platform, read our Privacy Policy and About Platform page.)
4. When you publish content or information using the "everyone" setting, it means that you are allowing everyone, including people off of Facebook, to access and use that information, and to associate it with you (i.e., your name and profile picture).
5. We always appreciate your feedback or other suggestions about Facebook, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).

#### 3. Safety

We do our best to keep Facebook safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments:

1. You will not send or otherwise post unauthorized commercial communications (such as spam) on Facebook.
2. You will not collect users' content or information, or otherwise access Facebook, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on Facebook.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third-party application containing alcohol-related or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will not offer any contest, giveaway, or sweepstakes ("promotion") on Facebook without our prior written consent. If we consent, you take full responsibility for the promotion, and will follow our Promotions Guidelines and all applicable laws.
10. You will not use Facebook to do anything unlawful, misleading, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working of Facebook, such as a denial of service attack.
12. You will not facilitate or encourage any violations of this Statement.

#### 4. Registration and Account Security

Facebook users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on Facebook, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal profile.
3. If we disable your account, you will not create another one without our permission.
4. You will not use your personal profile for your own commercial gain (such as selling your status update to an advertiser).
5. You will not use Facebook if you are under 13.
6. You will not use Facebook if you are a convicted sex offender.
7. You will keep your contact information accurate and up-to-date.
8. You will not share your password, (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
9. You will not transfer your account (including any page or application you administer) to anyone without first getting our written permission.
10. If you select a username for your account we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

#### 5. Protecting Other People's Rights

We respect other people's rights, and expect you to do the same:

1. You will not post content or take any action on Facebook that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Facebook if we believe that it violates this Statement.
3. We will provide you with tools to help you protect your intellectual property rights. To learn more, visit our How to Report Claims of Intellectual Property Infringement page.
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
5. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
6. You will not use our copyrights or trademarks (including Facebook, the Facebook and F Logos, F6, Face, Poke, Wall and 32665), or any confusingly similar marks, without our written permission.
7. If you collect information from users, you will: obtain their consent, make it clear you (and not Facebook) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
8. You will not post anyone's identification documents or sensitive financial information on Facebook.
9. You will not tag users or send email invitations to non-users without their consent.

#### 6. Mobile

1. We currently provide our mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging fees, will still apply.
2. In the event you change or deactivate your mobile telephone number, you will update your account information on Facebook within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
3. You provide all rights necessary to enable users to sync (including through an application) their contact lists with any basic information and contact information that is visible to them on Facebook, as well as your name and profile picture.

#### 7. Payments

If you make a payment on Facebook or use Facebook Credits, you agree to our Payments Terms.

#### 8. Special Provisions Applicable to Share Links

If you include our Share Link button on your website, the following additional terms apply to you:

1. We give you permission to use Facebook's Share Link button so that users can post links or content from your website on Facebook.
  2. You give us permission to use and allow others to use such links and content on Facebook.
  3. You will not place a Share Link button on any page containing content that would violate this Statement if posted on Facebook.
- 9. Special Provisions Applicable to Developers/Operators of Applications and Websites:**

If you are a developer or operator of a Platform application or website, the following additional terms apply to you:

1. You are responsible for your application and its content and all uses you make of Platform. This includes ensuring your application or use of Platform meets our Developer Principles and Policies and our Advertising Guidelines.
2. Your access to and use of data you receive from Facebook, will be limited as follows:
  1. You will only request data you need to operate your application.
  2. You will have a privacy policy that tells users what user data you are going to use and how you will use, display, share, or transfer that data.
  3. You will not use, display, share, or transfer a user's data in a manner inconsistent with your privacy policy.
  4. You will delete all data you receive from us concerning a user if the user asks you to do so, and will provide a mechanism for users to make such a request.
  5. You will not include data you receive from us concerning a user in any advertising creative.
  6. You will not directly or indirectly transfer any data you receive from us to (or use such data in connection with) any ad network, ad exchange, data broker, or other advertising related toolset, even if a user consents to that transfer or use.
  7. We can limit your access to data.
  8. You will comply with all other restrictions contained in our Developer Principles and Policies.
3. You will not give us information that you independently collect from a user or a user's content without that user's consent.
4. You will make it easy for users to remove or disconnect from your application.
5. You will make it easy for users to contact you. We can also share your email address with users and others claiming that you have infringed or otherwise violated their rights.
6. You will provide customer support for your application.
7. You will not show third party ads or web search boxes on Facebook.
8. We give you all rights necessary to use the code, APIs, data, and tools you receive from us.
9. You will not sell, transfer, or sublicense our code, APIs, or tools to anyone.
10. You will not misrepresent your relationship with Facebook to others.
11. You may use the logos we make available to developers or issue a press release or other public statement so long as you follow our Developer Principles and Policies.
12. We can issue a press release describing our relationship with you.
13. You will comply with all applicable laws. In particular you will (if applicable):
  1. have a policy for removing infringing content and terminating repeat infringers that complies with the Digital Millennium Copyright Act.
  2. comply with the Video Privacy Protection Act ("VPPA"), and obtain any opt-in consent necessary from users so that user data subject to the VPPA may be shared on Facebook. You represent that any disclosure to us will not be incidental to the ordinary course of your business.
14. We do not guarantee that Platform will always be free.
15. You give us all rights necessary to enable your application to work with Facebook, including the right to incorporate content and information you provide to us into streams, profiles, and user action stories.
16. You give us the right to link to or frame your application, and place content, including ads, around your application.
17. We can analyze your application, content, and data for any purpose, including commercial (such as for targeting the delivery of advertisements and indexing content for search).
18. To ensure your application is safe for users, we can audit it.
19. We can create applications that offer similar features and services to, or otherwise compete with, your application.

**10. About Advertisements on Facebook**

Our goal is to deliver ads that are not only valuable to advertisers, but also valuable to you. In order to do that, you agree to the following:

1. You can use your privacy settings to limit how your name and profile picture may be associated with commercial or sponsored content served by us. You give us permission to use your name and profile picture in connection with that content, subject to the limits you place.
  2. We do not give your content or information to advertisers without your consent.
  3. You understand that we may not always identify paid services and communications as such.
- 11. Special Provisions Applicable to Advertisers**

You can target your specific audience by buying ads on Facebook or our publisher network. The following additional terms apply to you if you place an order through our online advertising portal ("Order"):

1. When you place an Order, you will tell us the type of advertising you want to buy, the amount you want to spend, and your bid. If we accept your Order, we will deliver your ads as inventory becomes available.
2. You will pay for your Orders in accordance with our Payments Terms. The amount you owe will be calculated based on our tracking mechanisms.
3. Your ads will comply with our Advertising Guidelines.
4. We will determine the size, placement, and positioning of your ads.
5. We do not guarantee the activity that your ads will receive, such as the number of clicks you will get.
6. We cannot control how people interact with your ads, and are not responsible for click fraud or other improper actions that affect the cost of running ads. We do, however, have systems to detect and filter certain suspicious activity. Learn more here.
7. You can cancel your Order at any time through our online portal, but it may take up to 24 hours before the ad stops running. You are responsible for paying for those ads.
8. Our license to run your ad will end when we have completed your Order. You understand, however, that if users have interacted with your ad, your ad may remain until the users delete it.
9. We can use your ads and related content and information for marketing or promotional purposes.
10. You will not issue any press release or make public statements about your relationship with Facebook without written permission.
11. We may reject or remove any ad for any reason.

If you are placing ads on someone else's behalf, we need to make sure you have permission to place those ads, including the following:

12. You warrant that you have the legal authority to bind the advertiser to this Statement.
13. You agree that if the advertiser you represent violates this Statement, we may hold you responsible for that violation.

**12. Special Provisions Applicable to Pages**

If you create or administer a Page on Facebook, you agree to our Pages Terms.

**13. Amendments**

1. We can change this Statement if we provide you notice (by posting the change on the Facebook Site Governance Page) and an opportunity to comment. To get notice of any future changes to this Statement, visit our Facebook Site Governance Page and become a fan.
2. For changes to sections 7, 8, 9, and 11 (sections relating to payments, application developers, website operators, and advertisers), we will give you a minimum of three days notice. For all other changes we will give you a minimum of seven days notice. All such comments must be made on the Facebook Site Governance Page.
3. If more than 7,000 users comment on the proposed change, we will also give you the opportunity to participate in a vote in which you will be provided alternatives. The vote shall be binding on us if more than 30% of all active registered users as of the date of the notice vote.
4. We can make changes for legal or administrative reasons, or to correct an inaccurate statement, upon notice without opportunity to comment.

**14. Termination**

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we can stop providing all or part of Facebook to you. We will notify you by email or at the next time you attempt to access your account. You may also delete your account or disable your application at any time. In all such cases, this Statement shall terminate, but the following provisions will still apply: 2.2, 2.4, 3-5, 8.2, 9.1-9.3, 9.9, 9.10, 9.13, 9.15, 9.18, 10.3, 11.2, 11.5, 11.9, 11.12, 11.13, and 14-18.

**15. Disputes**

1. You will resolve any claim, cause of action or dispute ("claim") you have with us arising out of or relating to this Statement or Facebook exclusively in a state or federal court located in Santa Clara County. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in Santa Clara County, California for the purpose of litigating all such claims.
2. If anyone brings a claim against us related to your actions, content or information on Facebook, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
3. WE TRY TO KEEP FACEBOOK UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING FACEBOOK "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT FACEBOOK WILL BE SAFE OR SECURE. FACEBOOK IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA

RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR FACEBOOK, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR FACEBOOK WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, FACEBOOK'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**16. Special Provisions Applicable to Users Outside the United States**

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on Facebook (such as advertising or payments) or operate a Platform application or website;
3. Certain specific terms that apply only for German users are available here.

**17. Definitions**

1. By "Facebook" we mean the features and services we make available, including through (a) our website at [www.facebook.com](http://www.facebook.com) and any other Facebook branded or co-branded websites (including sub-domains, international versions, widgets, and mobile versions); (b) our Platform; and (c) other media, software (such as a toolbar), devices, or networks now existing or later developed.
2. By "us," "we" and "our" we mean Facebook, Inc., or if you are outside of the United States, Facebook Ireland Limited.
3. By "Platform" we mean a set of APIs and services that enable others, including application developers and website operators, to retrieve data from Facebook or provide data to us.
4. By "information" we mean facts and other information about you, including actions you take.
5. By "content" we mean anything you post on Facebook that would not be included in the definition of "information."
6. By "data" we mean content and information that third parties can retrieve from Facebook or provide to Facebook through Platform.
7. By "post" we mean post on Facebook or otherwise make available to us (such as by using an application).
8. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of.
9. By "active registered user" we mean a user who has logged into Facebook at least once in the previous 30 days.
10. By "application" we mean any application or website that uses or accesses Platform, as well as anything else that receives data from us.

**18. Other**

1. This Statement makes up the entire agreement between the parties regarding Facebook, and supersedes any prior agreements.
2. If any portion of this Statement is found to be unenforceable, the remaining portion will remain in full force and effect.
3. If we fail to enforce any of this Statement, it will not be considered a waiver.
4. Any amendment to or waiver of this Statement must be made in writing and signed by us.
5. You will not transfer any of your rights or obligations under this Statement to anyone else without our consent.
6. All of our rights and obligations under this Statement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
7. Nothing in this Statement shall prevent us from complying with the law.
8. This Statement does not confer any third party beneficiary rights.

**You may also want to review the following documents:**

- Privacy Policy:** The Privacy Policy is designed to help you understand how we collect and use information.
- Payment Terms:** These additional terms apply to all payments made on or through Facebook.
- About Platform:** This page helps you better understand what happens when you add a third-party application or use Facebook Connect, including how they may access and use your data.
- Developer Principles and Policies:** These guidelines outline the policies that apply to applications, including Connect sites.
- Advertising Guidelines:** These guidelines outline the policies that apply to advertisements placed on Facebook.
- Promotions Guidelines:** These guidelines outline the policies that apply if you have obtained written pre-approval from us to offer contests, sweepstakes, and other types of promotions on Facebook.
- How to Report Claims of Intellectual Property Infringement**
- How to Appeal Claims of Copyright Infringement**
- Pages Terms**

**To access the Statement of Rights and Responsibilities in several different languages, please use the following links:**

- French translation (Français)
- Italian translation (Italiano)
- German translation (Deutsch)
- Spanish translation (Español)



Search

Facebook Principles

We are building Facebook to make the world more open and transparent, which we believe will create greater understanding and connection. Facebook promotes openness and transparency by giving individuals greater power to share and connect, and certain principles guide Facebook in pursuing these goals. Achieving these principles should be constrained only by limitations of law, technology, and evolving social norms. We therefore establish these Principles as the foundation of the rights and responsibilities of those within the Facebook Service.

1. Freedom to Share and Connect

People should have the freedom to share whatever information they want, in any medium and any format, and have the right to connect online with anyone - any person, organization or service - as long as they both consent to the connection.

2. Ownership and Control of Information

People should own their information. They should have the freedom to share it with anyone they want and take it with them anywhere they want, including removing it from the Facebook Service. People should have the freedom to decide with whom they will share their information, and to set privacy controls to protect those choices. Those controls, however, are not capable of limiting how those who have received information may use it, particularly outside the Facebook Service.

3. Free Flow of Information

People should have the freedom to access all of the information made available to them by others. People should also have practical tools that make it easy, quick, and efficient to share and access this information.

4. Fundamental Equality

Every Person - whether individual, advertiser, developer, organization, or other entity - should have representation and access to distribution and information within the Facebook Service, regardless of the Person's primary activity. There should be a single set of principles, rights, and responsibilities that should apply to all People using the Facebook Service.

5. Social Value

People should have the freedom to build trust and reputation through their identity and connections, and should not have their presence on the Facebook Service removed for reasons other than those described in Facebook's Statement of Rights and Responsibilities.

6. Open Platforms and Standards

People should have programmatic interfaces for sharing and accessing the information available to them. The specifications for these interfaces should be published and made available and accessible to everyone.

7. Fundamental Service

People should be able to use Facebook for free to establish a presence, connect with others, and share information with them. Every Person should be able to use the Facebook Service regardless of his or her level of participation or contribution.

8. Common Welfare

The rights and responsibilities of Facebook and the People that use it should be described in a Statement of Rights and Responsibilities, which should not be inconsistent with these Principles.

9. Transparent Process

Facebook should publicly make available information about its purpose, plans, policies, and operations. Facebook should have a town hall process of notice and comment and a system of voting to encourage input and discourse on amendments to these Principles or to the Rights and Responsibilities.

10. One World

The Facebook Service should transcend geographic and national boundaries and be available to everyone in the world.

To access the Facebook Principles in several different languages, please use the following links:

- French translation (Français)
Italian translation (Italiano)
German translation (Deutsch)
Spanish translation (Español)

Create an Ad

Richard Cranium



The adventures of Richard Cranium. Life doesn't have to be that hard. Create a better life. It's possible.

Like

Irvine, CA New Homes



Discover new homes for sale at Stonegate East! Ideal neighborhoods for first-time buyers. Register here to get into Irvine today!

Like

Create Your Future



At Le Cordon Bleu, experienced chef instructors teach foundational skills and prepare you for a future you love.

Like

More Ads

Chat (0)

Search	<a href="#">Home</a> <a href="#">Profile</a> <a href="#">Find Friends</a> <a href="#">Account</a>
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**Facebook's Privacy Policy.**

Date of last revision: April 22, 2010.

This policy contains eight sections, and you can jump to each by selecting the links below:

- 1. Introduction
- 2. Information We Receive
- 3. Sharing information on Facebook
- 4. Information You Share With Third Parties
- 5. How We Use Your Information
- 6. How We Share Information
- 7. How You Can Change or Remove Information
- 8. How We Protect Information
- 9. Other Terms

**1. Introduction**

**Questions.** If you have any questions or concerns about our privacy policy, contact our privacy team through this help page. You may also contact us by mail at 1601 S. California Avenue, Palo Alto, CA 94304.

**TRUSTe Program.** Facebook is a certified licensee of the TRUSTe Privacy Seal Program. This means that our privacy policy and practices have been reviewed by TRUSTe, an independent organization focused on reviewing privacy and security policies and practices, for compliance with its strict program requirements. This privacy policy covers the website www.facebook.com. The TRUSTe program covers any information that is collected through this Web site, and does not cover other information, such as information that may be collected through software downloaded from Facebook.

If you have any complaints about our policy or practices please let us know through this help page. If you are not satisfied with our response, you can contact TRUSTe.



**Safe Harbor.** Facebook also adheres to the Safe Harbor framework developed by the U.S. Department of Commerce and the European Union. As part of our participation in the Safe Harbor, we agree to resolve all disputes you have with us in connection with our policies and practices through TRUSTe. To view our certification, visit the U.S. Department of Commerce's Safe Harbor Web site.

**Scope.** This privacy policy covers all of Facebook. It does not, however, apply to entities that Facebook does not own or control, such as applications and websites using Platform. By using or accessing Facebook, you agree to our privacy practices outlined here.

**No information from children under age 13.** If you are under age 13, please do not attempt to register for Facebook or provide any personal information about yourself to us. If we learn that we have collected personal information from a child under age 13, we will delete that information as quickly as possible. If you believe that we might have any information from a child under age 13, please contact us through this help page.

**Parental participation.** We strongly recommend that minors 13 years of age or older ask their parents for permission before sending any information about themselves to anyone over the Internet and we encourage parents to teach their children about safe internet use practices. Materials to help parents talk to their children about safe internet use can be found on this help page.

**2. Information We Receive**

**Information you provide to us:**

**Information About Yourself.** When you sign up for Facebook you provide us with your name, email, gender, and birth date. During the registration process we give you the opportunity to connect with your friends, schools, and employers. You will also be able to add a picture of yourself. In some cases we may ask for additional information for security reasons or to provide specific services to you. Once you register you can provide other information about yourself by connecting with, for example, your current city, hometown, family, relationships, networks, activities, interests, and places. You can also provide personal information about yourself, such as your political and religious views.

**Content.** One of the primary reasons people use Facebook is to share content with others. Examples include when you update your status, upload or take a photo, upload or record a video, share a link, create an event or a group, make a comment, write something on someone's Wall, write a note, or send someone a message. If you do not want us to store metadata associated with content you share on Facebook (such as photos), please remove the metadata before uploading the content.

**Transactional Information.** We may retain the details of transactions or payments you make on Facebook. If you do not want us to store your payment source account number, you can remove it using your payments page.

**Friend Information.** We offer contact importer tools to help you upload your friends' addresses so that you can find your friends on Facebook, and invite your contacts who do not have Facebook accounts to join. If you do not want us to store this information, visit this help page. If you give us your password to retrieve those contacts, we will not store your password after we have uploaded your contacts' information.

**Information we collect when you interact with Facebook:**

**Site activity information.** We keep track of some of the actions you take on Facebook, such as adding connections (including joining a group or adding a friend), creating a photo album, sending a gift, poking another user, indicating you "like" a post, attending an event, or connecting with an application. In some cases you are also taking an action when you provide information or content to us. For example, if you share a video, in addition to storing the actual content you uploaded, we might log the fact that you shared it.

**Device and Browser Information.** When you access Facebook from a computer, mobile phone, or other device, we may collect information about your device, location, and IP address, as well as the pages you visit.

Chat (0)

EXHIBIT C 2 OF 5

**Cookie Information.** We use "cookies" (small pieces of data we store for an extended period of time on your computer, mobile phone, or other device) to make Facebook easier to use, to make our advertising better, and to protect both you and Facebook. For example, we use them to store your login ID (but never your password) to make it easier for you to login whenever you come back to Facebook. We also use them to confirm that you are logged into Facebook and to know when you are interacting with Facebook Platform applications and websites, our widgets and Share buttons, and our advertisements. You can remove or block cookies using the settings in your browser, but in some cases that may impact your ability to use Facebook.

#### Information we receive from third parties:

**Facebook Platform.** We do not own or operate the applications or websites that you use through Facebook Platform (such as games and utilities). Whenever you connect with a Platform application or website, we will receive information from them, including information about actions you take. In some cases, in order to personalize the process of connecting, we may receive a limited amount of information even before you connect with the application or website.

**Information from other websites.** We may institute programs with advertising partners and other websites in which they share information with us:

We may ask advertisers to tell us how our users responded to the ads we showed them (and for comparison purposes, how other users who didn't see the ads acted on their site). This data sharing, commonly known as "conversion tracking," helps us measure our advertising effectiveness and improve the quality of the advertisements you see. We may receive information about whether or not you've seen or interacted with certain ads on other sites in order to measure the effectiveness of those ads.

If in any of these cases we receive data that we do not already have, we will "anonymize" it within 180 days, meaning we will stop associating the information with any particular user. If we institute these programs, we will only use the information in the ways we explain in the "How We Use Your Information" section below.

**Information from other users.** We may collect information about you from other Facebook users, such as when a friend tags you in a photo, video, or place, provides friend details, or indicates a relationship with you.

### 3. Sharing information on Facebook.

This section explains how your privacy settings work, and how your information is shared on Facebook. You should always consider your privacy settings before sharing information on Facebook.

**Name and Profile Picture.** Facebook is designed to make it easy for you to find and connect with others. For this reason, your name and profile picture do not have privacy settings. If you are uncomfortable with sharing your profile picture, you should delete it (or not add one). You can also control who can find you when searching on Facebook or on public search engines using the Applications and Websites privacy setting.

**Contact Information.** Your contact information settings control (available when customizing your privacy settings) who can contact you on Facebook, and who can see your contact information such as your email and phone number(s). Remember that none of this information is required except for your email address, and you do not have to share your email address with anyone.

**Personal Information.** Your personal information settings control who can see your personal information, such as your religious and political views, if you choose to add them. We recommend that you share this information using the friends of friends setting.

**Posts by Me.** You can select a privacy setting for every post you make using the publisher on our site. Whether you are uploading a photo or posting a status update, you can control exactly who can see it at the time you create it. Whenever you share something look for the lock icon. Clicking on the lock will bring up a menu that lets you choose who will be able to see your post. If you decide not to select your setting at the time you post the content, your content will be shared consistent with your Posts by Me default privacy

(available when customizing your privacy settings).

**Gender and Birth Date.** In addition to name and email address, we require you to provide your gender and birth date during the registration process. We ask for your date of birth to verify that you are 13 or older, and so that we can better limit your access to content and advertisements that are not age appropriate. Because your date of birth and gender are required, you cannot delete them. You can, however, edit your profile to hide all (or part) of such fields from other users.

**Other.** Here are some other things to remember:

Some of the content you share and the actions you take will show up on your friends' home pages and other pages they visit. If another user tags you in a photo or video or at a place, you can remove the tag. You can also limit who can see that you have been tagged on your profile from your privacy settings. Even after you remove information from your profile or delete your account, copies of that information may remain viewable elsewhere to the extent it has been shared with others, it was otherwise distributed pursuant to your privacy settings, or it was copied or stored by other users. You understand that information might be restored or copied by other users. Certain types of communications that you send to other users cannot be removed, such as messages. When you post information on another user's profile or comment on another user's post, that information will be subject to the other user's privacy settings. If you use an external source to publish information to Facebook (such as a mobile application or a Connect site), you should check the privacy setting for that post, as it is set by that external source.

**"Everyone" Information.** Information set to "everyone" is publicly available information, just like your name, profile picture, and connections. Such information may, for example, be accessed by everyone on the Internet (including people not logged into Facebook), be indexed by third party search engines, and be imported, exported, distributed, and redistributed by us and others without privacy limitations. Such information may also be associated with you, including your name and profile picture, even outside of Facebook, such as on public search engines and when you visit other sites on the Internet. The default privacy setting for certain types of information you post on Facebook is set to "everyone." You can review and change the default settings in your privacy settings. If you delete "everyone" content that you posted on Facebook, we will remove it from your Facebook profile, but have no control over its use outside of Facebook.

**Minors.** We reserve the right to add special protections for minors (such as to provide them with an age-appropriate experience) and place restrictions on the ability of adults to share and connect with minors, recognizing this may provide minors a more limited experience on Facebook.

### 4. Information You Share With Third Parties.

**Facebook Platform.** As mentioned above, we do not own or operate the applications or websites that use Facebook Platform. That means that when you use those applications and websites you are making your Facebook information available to someone other than Facebook. Prior to allowing them to access any information about you, we require them to agree to terms that limit their use of your information (which you can read about in Section 9 of our Statement of Rights and Responsibilities) and we use technical measures to ensure that they only obtain authorized information. To learn more about Platform, visit our About Platform page.

**Connecting with an Application or Website.** When you connect with an application or website it will have access to General Information about you. The term General Information includes your and your friends' names, profile pictures, gender, user IDs, connections, and any content shared using the Everyone privacy setting. We may also make information about the location of your computer or access device and your age available to applications and websites in order to help them implement appropriate security measures and control the distribution of age-appropriate content. If the application or website wants to access any other data, it will have to ask for your permission.

We give you tools to control how your information is shared with applications and websites that use Platform. For example, you can block all platform applications and websites completely or block specific applications from accessing your information by visiting your Applications and Websites privacy setting or the specific application's "About" page. You can also use your privacy settings to limit which of your information is available to "everyone".

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EXHIBIT C 3 of 5

You should always review the policies of third party applications and websites to make sure you are comfortable with the ways in which they use information you share with them. We do not guarantee that they will follow our rules. If you find an application or website that violates our rules, you should report the violation to us on this help page and we will take action as necessary.

**When your friends use Platform.** If your friend connects with an application or website, it will be able to access your name, profile picture, gender, user ID, and information you have shared with "everyone." It will also be able to access your connections, except it will not be able to access your friend list. If you have already connected with (or have a separate account with) that website or application, it may also be able to connect you with your friend on that application or website. If the application or website wants to access any of your other content or information (including your friend list), it will have to obtain specific permission from your friend. If your friend grants specific permission to the application or website, it will generally only be able to access content and information about you that your friend can access. In addition, it will only be allowed to use that content and information in connection with that friend. For example, if a friend gives an application access to a photo you only shared with your friends, that application could allow your friend to view or print the photo, but it cannot show that photo to anyone else.

We provide you with a number of tools to control how your information is shared when your friend connects with an application or website. For example, you can use your Application and Websites privacy setting to limit some of the information your friends can make available to applications and websites. You can block all platform applications and websites completely or block particular applications or websites from accessing your information. You can use your privacy settings to limit which friends can access your information, or limit which of your information is available to "everyone." You can also disconnect from a friend if you are uncomfortable with how they are using your information.

**Pre-Approved Third-Party Websites and Applications.** In order to provide you with useful social experiences off of Facebook, we occasionally need to provide General Information about you to pre-approved third party websites and applications that use Platform at the time you visit them (if you are still logged in to Facebook). Similarly, when one of your friends visits a pre-approved website or application, it will receive General Information about you so you and your friend can be connected on that website as well (if you also have an account with that website). In these cases we require these websites and applications to go through an approval process, and to enter into separate agreements designed to protect your privacy. For example, these agreements include provisions relating to the access and deletion of your General Information, along with your ability to opt-out of the experience being offered. You can disable instant personalization on all pre-approved websites and applications using your Applications and Websites privacy setting. You can also block a particular pre-approved website or application by clicking "No Thanks" in the blue bar when you visit that application or website. In addition, if you log out of Facebook before visiting a pre-approved application or website, it will not be able to access your information.

**Exporting Information.** You (and those you make your information available to) may use tools like RSS feeds, mobile phone address book applications, or copy and paste functions, to capture, export (and in some cases, import) information from Facebook, including your information and information about you. For example, if you share your phone number with your friends, they may use third party applications to sync that information with the address book on their mobile phone.

**Advertisements.** Sometimes the advertisers who present ads on Facebook use technological methods to measure the effectiveness of their ads and to personalize advertising content. You may opt-out of the placement of cookies by many of these advertisers here. You may also use your browser cookie settings to limit or prevent the placement of cookies by advertising networks.

**Links.** When you click on links on Facebook you may leave our site. We are not responsible for the privacy practices of other sites, and we encourage you to read their privacy statements.

## 5. How We Use Your Information

We use the information we collect to try to provide a safe, efficient, and customized experience. Here are some of the details on how we do that:

**To manage the service.** We use the information we collect to provide our services and features to you, to measure and improve those services and features, and to provide you with customer support. We use the information to prevent potentially illegal activities, and to enforce our Statement of Rights and Responsibilities. We also use a variety of technological systems to detect and address anomalous activity and screen content to prevent abuse such as spam. These efforts may on occasion result in a temporary or permanent suspension or termination of some functions for some users.

**To contact you.** We may contact you with service-related announcements from time to time. You may opt out of all communications except essential updates on your account notifications page. We may include content you see on Facebook in the emails we send to you.

**To serve personalized advertising to you.** We don't share your information with advertisers without your consent. (An example of consent would be if you asked us to provide your shipping address to an advertiser to receive a free sample.) We allow advertisers to choose the characteristics of users who will see their advertisements and we may use any of the non-personally identifiable attributes we have collected (including information you may have decided not to show to other users, such as your birth year or other sensitive personal information or preferences) to select the appropriate audience for those advertisements. For example, we might use your interest in soccer to show you ads for soccer equipment, but we do not tell the soccer equipment company who you are. You can see the criteria advertisers may select by visiting our advertising page. Even though we do not share your information with advertisers without your consent, when you click on or otherwise interact with an advertisement there is a possibility that the advertiser may place a cookie in your browser and note that it meets the criteria they selected.

**To serve social ads.** We occasionally pair advertisements we serve with relevant information we have about you and your friends to make advertisements more interesting and more tailored to you and your friends. For example, if you connect with your favorite band's page, we may display your name and profile photo next to an advertisement for that page that is displayed to your friends. We only share the personally identifiable information visible in the social ad with the friend who can see the ad. You can opt out of having your information used in social ads on this help page.

**To supplement your profile.** We may use information about you that we collect from other Facebook users to supplement your profile (such as when you are tagged in a photo or mentioned in a status update). In such cases we generally give you the ability to remove the content (such as allowing you to remove a photo tag of you) or limit its visibility on your profile.

**To make suggestions.** We use your profile information, the addresses you import through our contact importers, and other relevant information, to help you connect with your friends, including making suggestions to you and other users that you connect with on Facebook. For example, if another user imports the same email address as you do, we may suggest that you connect with each other. If you want to limit your visibility in suggestions we make to other people, you can adjust your search visibility privacy setting, as you will only be visible in our suggestions to the extent you choose to be visible in public search listings. You may also block specific individual users from being suggested to you and you from being suggested to them.

**To help your friends find you.** We allow other users to use contact information they have about you, such as your email address, to find you, including through contact importers and search. You can prevent other users from using your email address to find you using the search section of your privacy settings.

**Downloadable Software.** Certain downloadable software applications and applets that we offer, such as our browser toolbars and photo uploaders, transmit data to us. We may not make a formal disclosure if we believe our collection of and use of the information is the obvious purpose of the application, such as the fact that we receive photos when you use our photo uploader. If we believe it is not obvious that we are collecting or using such information, we will make a disclosure to you the first time you provide the information to us so that you can decide whether you want to use that feature.

**Memorializing Accounts.** If we are notified that a user is deceased, we may memorialize the user's account. In such cases we restrict profile access to confirmed friends, and allow friends and family to write on the user's Wall in remembrance. We may close an account if we receive a formal request from the user's next of kin or other proper legal request to do so.

## 6. How We Share Information

Facebook is about sharing information with others — friends and people in your communities — while providing you with privacy settings that you can use to restrict other users from accessing some of your information. We share your information with third parties when we believe the sharing is permitted by you, reasonably necessary to offer our services, or when legally required to do so. For example:

**When you make a payment.** When you enter into transactions with others or make payments on Facebook, we will share transaction information with only those third parties necessary to complete the transaction. We will require those third parties to agree to respect the privacy of your information.

**When you invite a friend to join.** When you ask us to invite a friend to join Facebook, we will send your friend a message on your behalf using your name. The invitation may also contain information about other users your friend might know. We may also send up to two reminders to them in your name. You can see why has ac

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EXHIBIT C 4 of 5

reminders, and delete your friends' email addresses on your invite history page. If your friend does not want us to keep their information, we will also remove it at their request by using this help page.

**When you choose to share your information with marketers.** You may choose to share information with marketers or electronic commerce providers that are not associated with Facebook through on-site offers. This is entirely at your discretion and we will not provide your information to these marketers without your consent.

**To help your friends find you.** By default, we make certain information you have posted to your profile available in search results on Facebook to help your friends find you. However, you can control who can see some of this information, as well as who can find you in searches, through your privacy settings. We also partner with email and instant messaging providers to help their users identify which of their contacts are Facebook users, so that we can promote Facebook to those users.

**To give search engines access to publicly available information.** We generally limit search engines' access to our site. We may allow them to access information set to the "everyone" setting (along with your name and profile picture) and your profile information that is visible to everyone. You can change the visibility of some of your profile information using the customize section of your privacy settings. You can also prevent search engines from indexing your profile using the Applications and Websites privacy setting.

**To help improve or promote our service.** Sometimes we share aggregated information with third parties to help improve or promote our service. But we only do so in such a way that no individual user can be identified or linked to any specific action or information.

**To provide you with services.** We may provide information to service providers that help us bring you the services we offer. For example, we may use third parties to help host our website, send out email updates about Facebook, remove repetitive information from our user lists, process payments, or provide search results or links (including sponsored links). These service providers may have access to your personal information for use for a limited time, but when this occurs we implement reasonable contractual and technical protections to limit their use of that information to helping us provide the service.

**To advertise our services.** We may ask advertisers outside of Facebook to display ads promoting our services. We may ask them to deliver those ads based on the presence of a cookie, but in doing so will not share any other information with the advertiser.

**To offer joint services.** We may provide services jointly with other companies, such as the classifieds service in the Facebook Marketplace. If you use these services, we may share your information to facilitate that service. However, we will identify the partner and present the joint service provider's privacy policy to you before you use that service.

**To respond to legal requests and prevent harm.** We may disclose information pursuant to subpoenas, court orders, or other requests (including criminal and civil matters) if we have a good faith belief that the response is required by law. This may include respecting requests from jurisdictions outside of the United States where we have a good faith belief that the response is required by law under the local laws in that jurisdiction, and are consistent with generally accepted international standards. We may also share information when we have a good faith belief it is necessary to prevent fraud or other illegal activity, to prevent imminent bodily harm, or to protect ourselves and you from people violating our Statement of Rights and Responsibilities. This may include sharing information with other companies, lawyers, courts or other government entities.

**Transfer in the Event of Sale or Change of Control.** If the ownership of all or substantially all of our business changes, we may transfer your information to the new owner so that the service can continue to operate. In such a case, your information would remain subject to the promises made in any pre-existing Privacy Policy.

## 7. How You Can Change or Remove Information

**Editing your profile.** You may change or remove your profile information at any time by going to your profile page and clicking "Edit My Profile." Information will be updated immediately.

**Delete uploaded contacts.** If you use our contact importer to upload addresses, you can later delete the list on this help page. You can delete the email addresses of friends you have invited to join Facebook on your invite history page.

**Deactivating or deleting your account.** If you want to stop using your account, you may deactivate it or delete it. When you deactivate an account, no user will be able to see it, but it will not be deleted. We save your profile information (connections, photos, etc.) in case you later decide to reactivate your account. Many users deactivate their accounts for temporary reasons and in doing so are asking us to maintain their information until they return to Facebook. You will still have the ability to reactivate your account and restore your profile in its entirety. When you delete an account, it is permanently deleted from Facebook. You should only delete your account if you are certain you never want to reactivate it. You may deactivate your account on your account settings page or delete your account on this help page.

**Limitations on removal.** Even after you remove information from your profile or delete your account, copies of that information may remain viewable elsewhere to the extent it has been shared with others, it was otherwise distributed pursuant to your privacy settings, or it was copied or stored by other users. However, your name will no longer be associated with that information on Facebook. (For example, if you post something to another user's profile and then you delete your account, that post may remain, but be attributed to an "Anonymous Facebook User.") Additionally, we may retain certain information to prevent identity theft and other misconduct even if deletion has been requested. If you have given third party applications or websites access to your information, they may retain your information to the extent permitted under their terms of service or privacy policies. But they will no longer be able to access the information through our Platform after you disconnect from them.

**Backup copies.** Removed and deleted information may persist in backup copies for up to 90 days, but will not be available to others.

**Non-user contact information.** If a user provides your email address to us, and you are not a Facebook user but you want us to delete your address, you can do so on this help page. However, that request will only apply to addresses we have at the time of the request and not to any addresses that users provide to us later.

## 8. How We Protect Information

We do our best to keep your information secure, but we need your help. For more detailed information about staying safe on Facebook, visit the Facebook Security Page.

**Steps we take to keep your information secure.** We keep your account information on a secured server behind a firewall. When you enter sensitive information (such as credit card numbers and passwords), we encrypt that information using secure socket layer technology (SSL). We also use automated and social measures to enhance security, such as analyzing account behavior for fraudulent or otherwise anomalous behavior, may limit use of site features in response to possible signs of abuse, may remove inappropriate content or links to illegal content, and may suspend or disable accounts for violations of our Statement of Rights and Responsibilities.

**Risks inherent in sharing information.** Although we allow you to set privacy options that limit access to your information, please be aware that no security measures are perfect or impenetrable. We cannot control the actions of other users with whom you share your information. We cannot guarantee that only authorized persons will view your information. We cannot ensure that information you share on Facebook will not become publicly available. We are not responsible for third party circumvention of any privacy settings or security measures on Facebook. You can reduce these risks by using common-sense security practices such as choosing a strong password, using different passwords for different services, and using up to date antivirus software.

**Report Violations.** You should report any security violations to us on this help page.

## 9. Other Terms

**Changes.** We may change this Privacy Policy pursuant to the procedures outlined in the Facebook Statement of Rights and Responsibilities. Unless stated otherwise, our current privacy policy applies to all information that we have about you and your account. If we make changes to this Privacy Policy we will notify you by publication here and on the Facebook Site Governance Page. You can make sure that you receive notice directly by becoming a fan of the Facebook Site Governance Page.

**Consent to Collection and Processing in the United States.** By using Facebook, you consent to having your personal data transferred to and processed in the United States.

**Defined Terms.** "Us," "we," "our," "Platform" and "Facebook" mean the same as they do in the Statement of Rights and Responsibilities. "Information" and "content" are used more generally and interchangeably here than in the Statement of Rights and Responsibilities unless otherwise limited by the context.

### Helpful links

Statement of Rights and Responsibilities  
Facebook Site Governance Page

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[application settings](#)  
[privacy settings](#)  
[account notifications page](#)  
[help page for complaints about our privacy policies or practices](#)  
[help page to report use by a child under age 13](#)  
[help page with info to help parents talk to children about safe internet use](#)  
[deleting an account](#)  
[reporting a deceased user](#)  
[reporting an impostor](#)  
[reporting abusive content](#)  
[reporting a compromised account](#)  
[requesting deletion of data for non-user](#)  
[removing Friend Finder contacts](#)  
[reporting and blocking third-party applications](#)  
[general explanation of third-party applications and how they access data](#)

Re: Your Email Feedback: Other

EXHIBIT - 1 of 6

From: The Facebook Team <info+0omz7wp@support.facebook.com>

To: mskbyoung@aol.com

Subject: Re: Your Email Feedback: Other

Date: Tue, Mar 9, 2010 12:36 pm

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Hi,

Thanks for your feedback. We're constantly trying to improve Facebook, so it's important that we hear from our users. Unfortunately, we can't respond to your emails individually, but we are reading them. We appreciate you taking the time to write to us. If there are any specific changes you recommend, please let us know.

If you are having any problems with your account, please refer back to our Help page (<http://www.facebook.com/help.php>) where you'll find information about Facebook as well as the answers to many of your questions.

Thanks again for your feedback.

-The Facebook Team

From: mskbyoung@aol.com

To: disabled@facebook.com

Subject: Please Help Account Disabled - Terminally Ill Friends

Date: Fri, Jun 11, 2010 9:05 pm

Dear Facebook, Please help. My account has been deactivated and I do not know why. I have tried to send three emails and I am still not getting a reply. People who are terminally ill with cancer regularly interact with me on Facebook. And, I have two pages that are to help cancer patients. The Cartesian Plane For The Cure and Cancer Forum. What is going on? I am trying to be supportive of them. This is very hurtful to many people. What happened?

Karen  
Karen Beth Young

The original message was received at Fri, 11 Jun 2010 15:38:53 -0700 from imr-ma06.mx.aol.com [64.12.78.142]

----- Transcript of session follows -----  
<"info+ya6updt"@support.facebook.com>... Deferred  
Warning: message still undelivered after 4 hours  
Will keep trying until message is 5 days old

Final-Recipient: RFC822; "<info+ya6updt"@tps.facebook.com  
Action: delayed  
Status: 4.2.0  
Last-Attempt-Date: Fri, 11 Jun 2010 20:08:34 -0700  
Will-Retry-Until: Wed, 16 Jun 2010 15:38:53 -0700

Attached Message

From: mskbyoung@aol.com  
To: undisclosed-recipients;  
Subject: Responding per email directions from Facebook - Disabled Account Problem  
Date: Fri, 11 Jun 2010 18:38:31 -0400

To: The Facebook Team info+ya6updt@support.facebook.com

I am writing regarding the disabled account problem that I am experiencing. I received an email stating to send this information back to you. Is there anything else that you need?

Karen,  
Karen Beth Young (Account Name)



g per email directions from facebook - Disabled Account Problem

EXHIBIT D-3 of 6 Page 1

From: mskbyoung@aol.com

Bcc: ""<info+ya6updt""@support.facebook.com

Subject: Responding per email directions from Facebook - Disabled Account Problem

Date: Fri, Jun 11, 2010 3:38 pm

---

To : The Facebook Team [info+ya6updt@support.facebook.com](mailto:info+ya6updt@support.facebook.com)

I am writing regarding the disabled account problem that I am experiencing. I received an email stating to send this information back to you. Is there anything else that you need?

Karen,  
Karen Beth Young (Account Name)

EXHIBIT D-4 of 6

From: The Facebook Team <info+ya6updt@support.facebook.com>

To: mskbyoung@aol.com

Subject: Re: My Personal Profile was Disabled

Date: Thu, Jul 15, 2010 5:26 pm

Hi Karen,

Unfortunately, your account has been permanently disabled for violating Facebook's Statement of Rights and Responsibilities. We will not be able to reactivate it for any reason, nor will we provide further information about your violation or the systems we have in place. This decision is final and cannot be appealed.

Thanks,

Gianna  
User Operations  
Facebook

-----Original Message to Facebook-----

From: [mskbyoung@aol.com](mailto:mskbyoung@aol.com) ([mskbyoung@aol.com](mailto:mskbyoung@aol.com))

To: The Facebook Team

Subject: Re: My Personal Profile was Disabled

Gianna,

Thank you for your note. I am still unclear as to why friend requests are a problem. I have a mother and sister fighting breast cancer. Personally, I am trying to do all that I can to support them and the entity of cancer research as a whole. I know many people who are dying. I've met new friends and people who are very appreciative of all that I've cared about. Are you saying that I cannot welcome new friends who are cancer patients? Am I not allowed to open myself to others related to this cause by sending friend requests? Others have told me how happy they are that I am in their life. And, that my fight for life and others has been very inspiring and given hope. To people dying and sick with disease you have to see how important that is. Is there a limit to friend requests? Can you tell me how many I'm allowed to send out in a certain time period? If you can give me more specifics I would have no problem. I'm truly unclear as to your position on this and I'm trying to understand your perspective. I would gladly meet with you in person, can I meet with you at your office? I'm sincerely concerned and truly want to do what is right. I drove a 10 year old car across country on very little means.

Thanks for caring,  
Karen  
301-991-1937

-----Original Message-----

From: The Facebook Team <info+ya6updt@support.facebook.com>

To: [mskbyoung@aol.com](mailto:mskbyoung@aol.com)

Sent: Fri, Jul 9, 2010 1:58 pm

Subject: Re: My Personal Profile was Disabled

Hi Karen,

Your account was disabled because Facebook's security systems flagged your behavior as potentially abusive. This could be because you were sending friend

...sts too quickly or because your friend requests were being ignored at a  
...gh rate.

Facebook aspires to be an environment where people can interact safely with  
their friends and people they know. Accordingly, we expect accounts to reflect  
mainly your "real-world contacts." We do not endorse contacting strangers  
through unsolicited friend requests as they may be considered annoying or  
invasive.

However, after reviewing your situation, we have reactivated your account, and  
you should now be able to log in. Please be aware that sending friend requests  
to people you don't know, or further violations of Facebook's Statement of  
Rights and Responsibilities, will result in your account being permanently  
disabled. We appreciate your cooperation going forward.

Thanks for your understanding,

Gianna  
User Operations  
Facebook

-----Original Message to Facebook-----

From: [mkskbyoung@aol.com](mailto:mkskbyoung@aol.com) ([mkskbyoung@aol.com](mailto:mkskbyoung@aol.com))

To: The Facebook Team

Subject: Please Help Account Disabled - Terminally Ill Friends

Dear Facebook, Please help. My account has been deactivated and I do not know  
why.

I have tried to send three emails and I am still not getting a reply. People who  
are terminally ill  
with cancer regularly interact with me on Facebook. And, I have two pages that  
are to help cancer  
patients. The Cartesian Plane For The Cure and Cancer Forum. What is going on? I  
am trying to be  
supportive of them. This is very hurtful to many people. What happened?

Karen  
Karen Beth Young

The original message was received at Fri, 11 Jun 2010 15:38:53 -0700  
from imr-ma06.mx.aol.com [64.12.78.142]

----- Transcript of session follows -----

<info+ya6updt"@support.facebook.com">... Deferred  
Reason: message still undelivered after 4 hours  
I'll keep trying until message is 5 days old  
Final-Recipient: RFC822; "<info+ya6updt"@tps.facebook.com  
Action: delayed  
Status: 4.2.0

First-Attempt-Date: Fri, 11 Jun 2010 20:08:34 -0700  
First-Retry-Until: Wed, 16 Jun 2010 15:38:53 -0700

Attached Message

From:  
[skbyoung@aol.com](mailto:skbyoung@aol.com)

To:  
Undisclosed-recipients;  
Subject:  
Responding per email directions from Facebook - Disabled Account Problem  
Date:  
Fri, 11 Jun 2010 18:38:31 -0400

To : The Facebook Team [info+ya6updt@support.facebook.com](mailto:info+ya6updt@support.facebook.com)

I am writing regarding the disabled account problem that I am experiencing. I  
received an email stating  
to send this information back to you. Is there anything else that you need?

Karen,  
Karen Beth Young (Account Name)

-----End Original Message to Facebook-----  
-----End Original Message to Facebook-----

From: mskbyoung@aol.com  
To: info+ya6updt@support.facebook.com  
Bcc: MSKBYOUNG@aol.com  
Subject: Account Information  
Date: Fri, Jul 23, 2010 12:32 pm

Gianna  
User Operations  
Facebook,

Gianna, I have enclosed a copy of a certified letter I sent to Facebook on July 21, 2010. Additionally, this is advanced notice that I have also mailed an authorization for release of my Facebook information to me.

Sincerely,  
Karen Young

(Letter 1) -

July 21, 2010  
Facebook, Inc.  
Mark E. Zuckerberg  
1601 South California Avenue  
Palo Alto, Ca. 94304

Dear Mr. Zuckerberg,

This letter is in reference to a case that I am filing in the the Santa Clara County Superior Court as plaintiff against Facebook, Inc.

This complaint is in response to and a result of actions and inactions of your company. All of my account interactions with Facebook are relevant to future legal court proceedings. I am requesting that your company immediately preserve any/all information pertaining to my account. This to include all friends lists, messages both sent and received, posts, pages, likes lists etc. My account was disabled on approximately June 11th, reinstated July 9th and then disabled again July 15th. All of the information deleted, restored and deleted again is necessary for the court to read and evaluate as it pertains to civil rights violations and court proceedings.

The account name is "Karen Beth Young" and additional pages include, "Cancer Forum", "Cartesian Plane For The Cure", "Karen Beth Young" - Public Figure, and "Join Karen Petition Facebook Say No To 5000 Friends".

Sincerely,

Karen Young

PO Box 2335  
San Jose, California  
95109  
mskbyoung@aol.com  
301-991-1937

CC  
Santa Clara County Superior Court  
Office Of The Attorney General  
American Civil Liberties Union  
Better Business Bureau

(Letter 2) -

July 23, 2010

AUTHORIZATION FOR RELEASE OF FACEBOOK ACCOUNT INFORMATION

TO: Facebook

From: Karen Beth Young

The undersigned, Karen Beth Young, hereby authorizes Facebook and any of its authorized employees, representatives, or agents to disclose to Karen Beth Young the contents of Karen Beth Young's Facebook Account (hereafter "Facebook Information"). Karen Beth Young's Facebook Account may be identified by any/all of the following:

1. Full name of user(s): Karen Beth Young
2. Date of birth: August 27, 1965
3. Page(s): Karen Beth Young, Cancer Forum, Cartesian Plane For The Cure, Karen Beth Young (Public Figure), Join Karen Petition Facebook Say No To 5000 Friends

For purposes of this Release, FACEBOOK INFORMATION includes:

1. All information, messages, postings and pictures on Karen Beth Young's profile;
2. All information, messages, postings and pictures on Cancer Forum page;
3. All information, messages, postings and pictures on Cartesian Plane For The Cure page;
4. All information, messages, postings and pictures on Karen Beth Young (Public Figure) page;
5. All information, messages, postings and pictures on Join Karen Petition Facebook Say No To 5000 Friends page;
6. All information, messages, postings and pictures deleted from any of the aforementioned pages;
7. All messages, Karen Beth Young received from other people;
8. All messages, Karen Beth Young sent to other people;
9. All messages, Karen Beth Young posted to other people's Facebook accounts;
10. All pictures in Karen Beth Young's photo albums;
11. All pictures posted to Karen Beth Young's Facebook page from other Facebook users;
12. All pictures in which Karen Beth Young was "tagged";
13. All people Karen Beth Young added as "friends";
14. All postings Karen Beth Young made on "pages";
15. All postings Karen Beth Young made on "groups";
16. All pages Karen Beth Young "liked";
17. All instant messages, Karen Beth Young received from other people;
18. All instant messages, Karen Beth Young sent to other people;
19. All messages Karen Beth Young sent or received using any application on her Facebook page;
20. All information deleted on the Karen Beth Young account;
21. All information showing any action on the Karen Beth Young account;
22. All information documenting the privacy settings on Karen Beth Young's account;
23. All information indicating the deactivation of Karen Beth Young's account;
24. All information indicating the reactivation of Karen Beth Young's account;
25. Any/all information pertaining to the Karen Beth Young account.


User consents to and requests the release of all electronically stored communications relating to her account. The Stored Communications Act (SCA) permits the disclosure of otherwise protected communication, if the subscriber, or the author of the intended receiver of such communications gives consent – 18 USC 2702 (b)(3). This information should not be impeded and is relevant to discovery. The undersigned consents to the disclosure of such FACEBOOK INFORMATION to herself, Karen Beth Young.

A photocopy of the Authorization shall have the same force and effect as the original.

Signed by me on July 23, 2010 at Santa Clara County

  
Karen Beth Young

SUBSCRIBED AND SWORN TO BEFORE ME ON July 23<sup>rd</sup> 2010 at  
Santa Clara County

  
Notary's Signature



Tiago Moules  
Notary's Printed or Typed Name

Notary Public in and for the  
County of Santa Clara

My commission expires:  
4/27/2012