

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

FILED
DEC 23 2011
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

D. L. S. P. N. P.

SIDEA SANDERS)
v.)
FACEBOOK Inc.)

ADR

CIVIL RIGHTS COMPLAINT

NOTICE OF LAWSUIT

CV11-06643

COMES NOW, Sidea Sanders, (hereinafter Petitioner)
through pro'se filing this complaint against Mark Elliot
Zuckerberg (hereinafter, Facebook), pursuant to Rule 8(2)(3)
and Rule 3 of the Federal Rules of Civil Procedure and
supporting Federal Statutes. In support hereof petitioner
states the following:

HRL

That petitioner is a Citizen of a state outside of
California and moves this Court for leave to allow this
petition pursuant to Title 28 U.S.C. § 1332(a)(1) as it
relates to the diversity issue. Petitioner brings this Claim
for actual damages and/or punitive damages in the sum of
\$150,000 for violation of petitioner's right to privacy. In
the alternative, the minimum of \$10,000. Such privacy rights
under the Constitution include the right to keep certain types
of information private. Petitioner will show entitlement to
relief sought, thereby satisfying the required standing under
Article III. Petitioner will further show an "injury-in-
fact." A clear violation of the Federal Statute which is an

unauthorized use of personal information including but not limited to an invasion of privacy. Plaintiff is entitled to relief by electing statutory damages. Regardless of the adequacy of the evidence offered as to the actual damages, Plaintiff is requesting the consideration of this Courts discretion pertaining to the profits of FACEBOOK from such an invasion. This Court has a wide discretion in determining the amount of Statutory damages to be awarded where the maximum damage amount is \$500,000 for a single Statutory violation.

STATEMENT OF CLAIM

In 2008 petitioner became a subscriber to the FACEBOOK website, thereby agreeing to the terms of the privacy policy in which was stated in part: "if you are logged out or do not have a facebook account and visit a website with the like button or another social plugin, your browser sends us a more limited set of information. For example, because you are not logged in to FACEBOOK, we do not receive your user ID."

On or about February 2010 up until May 21st. 2010, defendant FACEBOOK transmitted to advertisers the communications of plaintiffs identities and URL of the webpage used while clicking on to an advertisement. FACEBOOK has unlawfully tracked plaintiffs use even after she was offline, in violation of 18 U.S.C. § 2511. Defendant, FACEBOOK has admitted that it has been watching the web pages of its members - even when they have logged out. This information has been uncovered, and the practices of tracking users interest thereby making a profit from illegally gaining a target market

for advertisers. Plaintiff has just recently discovered this information after so much public information pertaining to these illegal acts of FACEBOOK, and (technology bloggers) publishing the evidence. Plaintiff makes the following claims:

1. FACEBOOK violated her civil rights with full knowledge and intent of breaching the policy agreement. 18 U.S.C. § 2511.
 2. FACEBOOK violated plaintiffs right to privacy thereby causing an injury-in-fact under Article III of the Constitution of the United States.
 - 3 FACEBOOK breached their privacy agreement which is a substantial factor in causing additional harm to plaintiff, coupled with the Statutory damages addressed herein.
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FACEBOOK has gained an economic benefit as a result of the clear violation of privacy, and the breach. These findings of fact, and conclusions of law, although there exist no actual proof of harm, the punitive damages based on the profits alone demands that a civil penalty would be appropriate. The violations that FACEBOOK is presently responsible for are ongoing at the time of this complaint and could very well continue into the future if undeterred. This is the only action available to redress injuries and abating violations to help prevent any future ones.

BREACH OF CONTRACT

If this court find that defendant breached the contract in this action, you must award the plaintiff damages in an amount that will fully compensate the plaintiff for harm that

the breach caused to the plaintiff, unless some other rule of law on which plaintiff instructs you limits the amount that plaintiff may recover. However, plaintiff is entitled to recover only for harm that was caused by the breach. Such harm that is caused is whenever the breach was a substantial factor in bringing about the harm. Therefore this Court may award the plaintiff damages for harm only if it finds that the breach was a substantial factor in bringing about the harm.

Furthermore, the plaintiff may recover only for those harms that the parties could have been reasonably expected to realize at the time the contract was made, were likely to result if the contract was breached. This does not mean that any party had to actually realize that a particular harm would result from a breach of the contract, nor does it mean that any party would have been able to foresee the precise manner in which a harm would occur. It does mean that at the time that the contract was made, any party acting reasonably and prudently should have been able to realize that a breach of the contract would cause the type of harm that actually did occur. The Harm in question was plaintiff's Constitutional right to privacy of any/all information which was violated by not only the Statutory violation, but also by the breach of the contract.

To prevail on a claim for breach of contract a party must establish (1) existence of a valid contract (2) performance or excuse for nonperformance (3) breach, and (4) resulting damages. The actual damage requirement for a breach of contract claim centers around the lost of faith, dealing with this network. The personal information that has been illegally

obtained has created not only frustration, emotional distress of not knowing when this will happen again. Time and efforts of preparing an unartfully done petition for the Court, which is to be liberally construed in favor of the Pro se plaintiff. The mental anguish of simply experiencing such a breach of trust in relation to FACEBOOK violating plaintiffs privacy rights, after explicitly stating within the agreement, that they would not. Plaintiff does not acquired the technological skill to monitor, thereby preventing this from happening again. which creates an anxiety.

Plaintiff, being a privacy victim is entitled to recover without reference to proof of damages, actual or otherwise. It is logical to become entitled to recover without reference to damages because analogous common law would not require plaintiff to show particular items of injury in order to receive a dollar recovery. Traditionally, the common law has provided such victims with a claim for "general" damages, which for privacy and deprivation, are presumed damages: a monetary award calculated without reference to specific harm.

Plaintiff maintains no abandonment of her right to have private information protected by the laws of the United States under the Constitution, or without the fear of being intentionally infringed upon, and knowingly disclosed to others for a profit. These Statutes undeniably protect this venerable right of privacy. Concomitantly, they further the First Amendment rights of the plaintiffs to private web information. Here lies the principle that each person should decide for themselves the ideas and beliefs, desires, and interest deserving of personal expression, consideration, and

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adherence. Thereby protecting the privacy of individual thought and expression.

STATUTORY DAMAGES

Plaintiff asserts that she has demonstrated an injury-in-fact by effectively showing that she was a subscriber during the relevant time period sufficient to establish that the defendants conduct did impart a concrete injury. Pursuant to 18 U.S.C. § 2520 this Court is authorized to order damages for plaintiff to recover. The injury required by Article III can exist solely by virtue of "Statutes creating legal rights, the invasion of which creates the standing.

California's three year statute of limitations for statutory violations apply to this claim. FACEBOOK acted with negligent by providing a privacy agreement they breached, thereby violating plaintiff, causing statutory damages. The relief sought is appropriate due to the Constitutionally based claim, which relies on factual predicates as the statutory violations.

FACEBOOK intentionally violated the privacy rights of plaintiff, without the consent of plaintiff. thereby causing the harm. Defendants conduct was a substantial factor in causing the plaintiffs harm entitling plaintiff to statutory damages.

The Federal Rules of Civil Procedure generally allow for broad discovery, authorizing parties to obtain discovery regarding "any nonprivileged matter that is relevant to any partys claim or defense." Rule 26(b)(1). Also for good cause,

the Court may order discovery of any matter relevant to the subject matter involved in the action. Whatever reasonable information that would help prove to be admissible evidence, in which would not be a requirement that the information sought directly relate to a particular issue in this case.

Plaintiff seeks the interrogatory injunction as it relates to any matter that may be inquired under Rule 26(b). This will allow FACEBOOK the opportunity to object and/or answer fully under oath. The burden of proving the nonconsensual privacy violation as well as the statutory violations, and the breach of the privacy agreement, is now the burden of the defendant to defend.

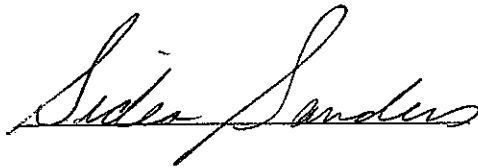
In light of the above information FACEBOOK has unlawfully infringed on the civil rights of plaintiff for the purpose of direct commercial advantage.

If this Court finds that FACEBOOK's actions were willful and done for purposes of direct or indirect commercial advantage or private financial gain, this Court in its discretion may increase the award of damages, whether actual or statutory, by an amount not more than \$100,000 for each violation discovered. Plaintiff also asserts that Defendants are repeat offenders, as another suit for numerous statutory and State violations are pending against them in this district, and this too warrants significant enhanced statutory damages. Emphasizing the need for deterrence as to FACEBOOK and others, Plaintiff request that it be awarded \$100,000 in enhanced statutory damages.

This action is hereby commenced and petitioner certify that this is a true correct and complete document. That I have

read this complaint and issue the same with full intent and understanding of its contents. That this is done under penalty of perjury in compliance to the declaration and the laws of the United States pursuant to 28 U.S.C. § 1746.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Sider Sanders". The signature is written in dark ink and is positioned below the typed text "Respectfully submitted,".

CERTIFICATE/PROCESS OF SERVICE

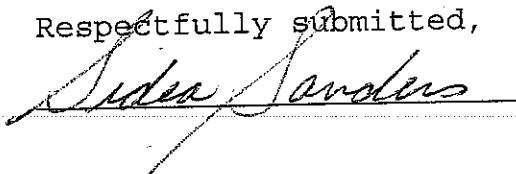
I hereby Certify that I have caused a copy of the foregoing petition (Civil Action) to be served upon the Defendant by placing same in the United States Postal mail, Certified Mail return receipt requested. The Clerk of this Court is requested to order service of Summons to be made to Defendant, upon Plaintiff being Authorized to proceed in Forma Pauperis under 28 U.S.C. § 1915. This request is pursuant to Rule 4(c)(3).

Defendant has 30 days to respond to this complaint or will be in default.

Clerk of Court
United States Courthouse
280 South First St. Rm 2112
San Jose California 95113-3002

Facebook Inc.
Legal Department
1601 South California
Palo Alto California 94304

Respectfully submitted,


Sudea Sanders