

EXHIBIT A

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UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

FACEBOOK, INC.,)
)
 Plaintiff,) Case No. 10-cv-11917-DPW
)
 v.)
)
 PHOENIX MEDIA/COMMUNICATIONS)
 GROUP, INC., PEOPLE2PEOPLE GROUP,)
 INC., TELE-PUBLISHING, INC., AND)
 FNX BROADCASTING LLC,)
)
 Defendants.)

DECLARATION OF DAVID M. DINNAGE

I, David M. Dinnage, state as follows:

1. I am Vice President of Operations for the Phoenix Media/Communications Group, Inc. ("PMC"). I have personal knowledge of the matters stated herein.
2. I have read the Complaint in this civil action. The Complaint refers to the following addresses on the worldwideweb: <http://thephoenix.loveaccess.com/> and <http://people2people.loveaccess.com/login.htm>. These sites are part of the larger domain (*i.e.*, are sub-domains) of www.loveaccess.com. The domain www.loveaccess.com is owned and operated by LifeAccess.com, Inc. d/b/a LoveAccess.com. People2People Group, Inc. ("P2P") contracts with LifeAccess.com, Inc. to provide a dating site. LifeAccess.com, Inc. controls the use of and has complete control over the functionality of the dating site, including the "Buddy List," "Video Chat Rooms," and "Advance Search." Neither P2P nor PMC owns or controls www.loveaccess.com.

3. In its contract, LifeAccess.com, Inc. warranted that its dating site did not infringe any intellectual property rights, and LifeAccess.com, Inc. agreed to indemnify, defend and hold harmless P2P from and against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, that arise out of any claim that its dating site infringes upon any person's intellectual property rights. The contract mandates that all disputes arising under or relating to the contract be resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

4. The Complaint refers to an "Advanced Movie Search" feature accessible from <http://thephoenix.com/adult/blogs/adult/pages/video.aspx>, provided through <http://theater.aebn.net>. The site <http://theater.aebn.net> is owned and operated by Adult Entertainment Broadcasting Network ("AEBN"), and AEBN controls the functionality of the site. PMC does not own or control <http://theater.aebn.net>.

5. The AEBN site is provided through the AEBN Affiliate Marketing Program, under terms and conditions that include mandatory binding arbitration of all disputes in Los Angeles, California pursuant to the Commercial Arbitration Rules of the American Arbitration Association.

6. The Complaint refers to the FNX Radio Network Music Player on the website at <http://fnxradio.com/player/new/>. This website streams audio playing on radio station WFNX. The streaming service is provided under contract by Cyberdiffusion Inc. a.k.a. StreamTheWorld ("STW"). STW captures the FNX audio signal and sends it to STW's network for mass distribution. FNX does not own or control STW. FNX merely provides the audio content that streams at <http://fnxradio.com/player/new/>. The methods used to stream such content are supplied exclusively by STW.

7. In its contract, STW represented that its streaming services did not violate or infringe any intellectual property rights of any person or entity, and STW agreed to hold harmless, indemnify and defend in respect of any damages, claims, actions, costs, and expenses (including reasonable attorneys' fees) arising from a breach of its representations. The contract states that the courts of the province of Quebec or the federal courts of Canada situated therein have sole and exclusive jurisdiction over any action, claim, demand, proceeding or lawsuit whatsoever arising under or in relation to the contract or its subject matter.

I declare under penalty of perjury that the foregoing is true and correct. Executed on December 16, 2010.

/s/ David M. Dinnage
David M. Dinnage