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**FEB 13 2013**

**BY MAIL**

WILLIE JACKSON )

V. )

FACEBOOK Inc. )

CIVIL RIGHTS COMPLAINT

NOTICE OF LAWSUIT

COMES NOW, Willie Jackson, (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 Rules of Civil Procedure and supporting Federal Statutes. In support hereof petitioner states the following:

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 1331 (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, 00 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 and "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 2009 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 face book 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 21<sup>st</sup> 2010, defendant Facebook transmitted to advertisement. Facebook had unlawfully tracked plaintiffs use even after he was offline, in violation of 18 U.S.C 2511. Defendant Facebook has admitted that is 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 his 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.

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 to harm, the punitive damages based on the profits alone demand 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 finds 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 can recover. However, plaintiff is entitled to recover only for harm that was caused but the breach. Such harm that is caused is whenever the breach was a substantial factor in bringing about the harm. Therefore this Court may reward 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 reasonable 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 plaintiffs 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 loss 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 and an artfully done petition to 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 relations to Facebook violating plaintiffs' privacy rights, after explicitly stating within the agreement, that they would not. Plaintiff does not acquire the technological skill to monitor, thereby preventing this from happening again. Which creates 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: a monetary award calculated without reference to specific harm. Plaintiff maintains no abandonment of his 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 adherence. Thereby protecting the privacy of individual through expression.

#### STATUTORY DAMAGES

Plaintiff asserts that he has demonstrated an injury-in-fact by effectively showing that he was a subscriber during the relevant time period sufficient to establish that the defendant 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 right, the invasion of which creates the standing."

California's three year statute of limitations for statutory violations applies to this claim. Facebook acted with negligence 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 non privileged matter that is relevant to any parties 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 not 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 the 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 black ink, appearing to read "J. L. [unclear]", written in a cursive style.