

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Case No. 9:12-cv-81279-KAM**

YESSENIA SOFFIN, an individual,
POKER PRO MEDIA WORLDWIDE, INC.,
a Florida corporation, and ISOCIAL MEDIA
LLC., a Florida corporation.

Plaintiffs,

v.

ECHANNEL NETWORKS, INC., a foreign
Corporation, and FACEBOOK, INC., a
Delaware corporation

Defendants.

AMENDED COMPLAINT

Plaintiffs, Yessenia Soffin, Poker Pro Media Worldwide, Inc., and iSocial Media, LLC, by and through their undersigned counsel, hereby file this Amended Complaint against Defendants, eChannel Networks, Inc., and Facebook, Inc., and in support thereof, state as follows:

Jurisdiction, Venue, & Parties

1. This is an action for trademark infringement, contributory trademark infringement, unfair competition, trademark dilution, and deceptive and unfair trade practices, with damages in excess of \$75,000.00 exclusive of costs, interest and attorney's fees.

2. Defendants are subject to the jurisdiction of this Court pursuant to: (1) 28 U.S.C. §1332(a), as this action is between: (a) citizens of a state and citizens of a foreign state; and (b) citizens of different states and in which citizens or subjects of a foreign state are additional parties; (2) 28 U.S.C. § 1338, as these claims arise out of Acts of Congress relating to trademarks; and (3) supplemental jurisdiction over related state claims under 28 U.S.C. § 1367.

3. Venue is proper in this District because a substantial part of the events giving rise to Plaintiffs' claims occurred within this District.

4. Plaintiff, Yessenia Soffin ("Soffin"), is a resident of Palm Beach County, Florida, is over the age of eighteen, and is otherwise *sui juris*.

5. Plaintiff, Poker Pro Media Worldwide, is a Florida corporation with its principal place of business in Palm Beach County, Florida.

6. Plaintiff, iSocial Media, LLC, is a Florida corporation with its principal place of business in Palm Beach County, Florida.

7. Defendant, eChannel Network, Inc. ("eChannel"), is an Ontario corporation with its principal place of business in Toronto, Ontario. eChannel claims to be a company that is engaged in on-line gaming and does business under numerous aliases. The company's multi-player social games reach a wide audience and integrate within social networks such as Facebook.

8. Defendant, Facebook, Inc. ("Facebook"), is a public company with its stock traded on the NASDAQ under the ticker symbol "FB." Facebook is a worldwide social networking company. It facilitates users to connect, share and communicate with each other; it enables developers to build social applications on Facebook or to integrate their websites with Facebook; and, offers products that enable advertisers and marketers to engage with its users. Facebook's principal place of business is Menlo Park, California.

General Allegations

The "Poker Pro" Brand

9. By at least 2004, Dan Jacobs ("Jacobs") and William Jordan ("Jordan") had established Poker Pro Magazine, LLC, which published a print magazine dedicated to poker fans

and players, as well an online magazine designed specifically for internet poker players.

10. In 2006, Soffin purchased Jacobs' interest in Poker Pro Magazine, LLC. Due to the popularity of the two magazines, in the subsequent years, Soffin and Jordan created several additional magazines under the "Poker Pro" moniker, such as Poker Pro Canada, Poker Pro Europe, and Poker Pro Scandinavia, each of which was published in its respective region.

11. In 2009, in an attempt to further develop the Poker Pro brand and increase its products and services, Soffin founded Poker Pro Media Worldwide, Inc. ("PPMW"), and incorporated all of Poker Pro Magazine LLC's assets under the PPMW entity.

12. To help build the brand's international presence, PPMW licensed Poker Pro to entities in France ("Poker Pro France") and Italy ("Poker Pro Italy").

13. The brand's international recognition was further amplified when American movie-star Don Cheadle and French actor Saïd Taghmaoui starred in a commercial for Poker Pro France.

14. PPMW also established the Poker Pro brand's social media presence on Twitter and Facebook and received a substantial following.

15. Recognizing the opportunity to capitalize on the Poker Pro brand's growth, in or around 2011, Soffin formed ISocial Media, LLC ("iSocial"), which partnered with PPMW to offer poker-related consulting services, such as lead generation,¹ software development, computer applications, and television promotions.

16. iSocial developed the "iSocial Poker Network," an advanced 3-D subscription-only free-play online gaming network where the players competed for prizes. The iSocial Poker Network was the first state-of-the-art three-dimensional network to offer subscription-based free

¹ "Lead generation" refers to teaching consumers how to make money referring users/players to "affiliates" (online poker companies that offer internet poker).

tournament poker online.

17. The iSocial Poker Network grew rapidly and exponentially, which led to the execution of several multi-year contracts with major companies with access to millions of users.

18. On October 23, 2012, the United States Patent and Trademark Office (“USPTO”) issued Soffin a trademark for “ISOCIAL” in International Classes 35² and 41³ with a “first use” and “first use in commerce” designation of 2011.

Infringement of the Poker Pro and iSocial Trademarks

19. In or about February 2012, Jordan discovered that eChannel was infringing on the Poker Pro common-law trademark, which, at that time, was also pending with the USPTO for federal registration, by operating under the confusingly similar name “Ultimate Poker Pro.”

20. Specifically, eChannel had created virally engaging marketing campaigns to drive user/player traffic to its own Ultimate Poker Pro website, and to Facebook, Zynga, and other companies with whom eChannel was conducting business.

21. As described in more detail below, part of eChannel’s efforts involved unlawfully working with Facebook to place an ad for Ultimate Poker Pro on Poker Pro Magazine’s Facebook page.

22. eChannel, under the name Ultimate Poker Pro, had also created virtual poker applications using its game making service YouSocial, Inc. (“YouSocial”) for use on Facebook and other websites, which directly competed with and infringed upon Plaintiffs’ “ISocial” trademark.

23. Upon information and belief, eChannel created “youSocial” after learning of

²Class 35: For use on social media strategy and marketing consultancy focusing on helping clients create and extend their product and brand strategies by building virally engaging marketing solutions.

³Class 41: For use with gambling services; providing a web-based system and on-line portal for customers to participate in on-line gaming, operation and coordination of game tournaments, leagues and tours.

Plaintiffs' iSocial" Poker Network.

24. eChannel marketed its products and services as "Ultimate Poker Pro, developed by YouSocial."

25. Jordan, on behalf of Plaintiffs, demanded that eChannel cease and desist from using the Poker Pro mark. eChannel failed to comply.

26. On February 27, 2012, the United States Patent and Trademark Office USPTO issued Soffin a trademark for "Poker Pro" in International Class 35, with a "first use" and "first use in commerce" designation of 2004.

27. On or about March 23, 2012, Plaintiffs' counsel sent a letter to eChannel demanding that eChannel cease and desist from infringing on the now federally-registered Poker Pro trademark. eChannel failed to comply.

28. Upon information and belief, through improper use of the Ultimate Poker Pro and YouSocial names, eChannel has established accounts with ten or more Fortune 500 companies, as well as several other companies.

29. Further, due to the consumer confusion caused by the confusingly similar names and eChannel's unlawful practices, Poker Pro lost over 1,000,000 users to eChannel/Ultimate Poker Pro.

30. Ultimately, eChannel's game applications proved to be flawed and inferior to those of Poker Pro's, leading Zynga's Co-Founder to publicly decry eChannel's products.

31. Many users frustrated by eChannel's flawed poker applications stopped playing and never returned to Plaintiffs' games, thinking it was Plaintiffs' products that had failed them, or because Plaintiff had some affiliation with eChannel's products.

32. Eventually, and presumably recognizing its infringement, in or about April, 2012,

eChannel changed its name to "Ultimate Qublix." Nevertheless, eChannel continues to profit off of the Poker Pro trademark as it continues to generate revenue from the users it signed up to its website while using the Ultimate Poker Pro and YouSocial names, continues to receive revenue from the sale of virtual poker chips marketed under the Poker Pro trademark, and continues to otherwise infringe the Poker Pro trademark on websites including, but not limited to:

- "Ultimatepokerprochips.com"
- "upplive.com"
- "facebook.com/pages/Ultimate-Poker-PRO-ADD-ME/238817679482106"
- 777chips.com/Cheap-Ultimate-Poker-PRO-Chips/
- "facebook.com/pages/Ultimate-Poker-Pro-Friends/212103055504396" and
- "gamegoldfirm.com/Cheap-Ultimate-Poker-PRO-

Chips/Ultimate%20Poker%20PRO%20Chips-gold.html." Screenshots from the aforementioned webpages are attached hereto Composite Exhibit "A."

Facebook's Contributory Infringement

33. On its website, Facebook claims it "respects the intellectual property rights of others and is committed to helping third parties protect their rights," and "[w]hen we receive a valid notice of IP infringement, *we promptly remove or disable access to the allegedly infringing content.*" A copy of Facebook's Intellectual Property policy is attached as Exhibit "B."

34. Facebook also claims that all advertising "must not contain false, misleading, fraudulent, or deceptive claims or content...all components if an ad...must be relevant and appropriate to the product or service being offered... ads may not include content that infringes upon or violates the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights." A copy of Facebook's Advertising Guidelines is attached

hereto as Exhibit "C."

35. On or about February 21, 2012, Jordan, on behalf of Plaintiffs, notified Facebook that a poker application on its site, Ultimate Poker Pro, was infringing on Plaintiffs' Poker Pro trademark.

36. Shortly thereafter, Plaintiffs' counsel followed up with Facebook and provided more information about the trademark infringement, including the specific URLs of the infringing content, and informed Facebook that Ultimate Poker Pro was being permitted to advertise on Poker Pro Magazine's Facebook page.

37. Specifically, Facebook intentionally placed an *advertisement for Ultimate Poker Pro on Poker Pro Magazine's Facebook page*, which resulted in users registering with Ultimate Poker Pro under the mistaken assumption that they were registering with Poker Pro.

38. Plaintiffs' counsel demanded that Facebook take immediate action to cease the irreparable harm being incurred by Plaintiffs.

39. Facebook had the direct ability to control and monitor the infringing behavior but refused to remove the infringing content.

40. Eventually, on April 10, 2012, Facebook informed Jordan that the infringing Ultimate Poker Pro application had been removed. However, the infringing ad remained on Poker Pro Magazine's Facebook page and several additional infringing pages remained.

41. Therefore, Plaintiffs's counsel and Facebook's counsel, Spencer Gusick, continued to correspond regarding the remaining infringing advertisement and infringing Facebook pages.

42. Finally, in or around June, 2012, Facebook finally agreed to remove the infringing advertisement.

43. However, Facebook refused to remove the remaining infringing Facebook pages, stating that it was “not their problem.”

44. Only and until Plaintiffs’ counsel threatened Facebook with legal action in late 2012 did Facebook finally acknowledge the continued infringement and agree to remove *some* of the infringing pages.

45. Notably however, several Facebook pages infringing on the Poker Pro trademark remain active, including:

- “https://apps.facebook.com/pokercn/?fb_source=search&ref=ts&fref=ts”
- “https://www.facebook.com/appcenter/ipokerid?fb_source=search&redirect_uri=https%3A%2F%2Fapps.facebook.com%2Fipokerid%2F%3Ffb_source%3Dsearch&ref=ts&fref=ts”
- “https://www.facebook.com/appcenter/ipoker_vn?fb_source=search&redirect_uri=https%3A%2F%2Fapps.facebook.com%2Fipoker_vn%2F%3Ffb_source%3Dsearch&fref=ts” and
- “https://www.facebook.com/appcenter/ipokervn?fb_source=search&redirect_uri=https%3A%2F%2Fapps.facebook.com%2Fipokervn%2F%3Ffb_source%3Dsearch&fref=ts”

Screenshots from these Facebook pages (and Facebook search results) are attached hereto as Composite Exhibit “D.”

46. Upon information and belief, the aforementioned Facebook pages were created, developed and/or are managed by eChannel or a person or entity associated with eChannel.

47. Upon information and belief, Facebook received substantial revenue from eChannel for the infringing advertisement.

48. Upon information and belief, despite an awareness that Ultimate Poker Pro was

infringing on Poker Pro's trademark, Facebook accepted advertising money from other advertisers that placed advertisements on Ultimate Poker Pro's Facebook page.

49. Upon information and belief, due to the consumer confusion caused by Facebook allowing the Ultimate Poker Pro application to appear as an advertisement on Poker Pro Magazine's Facebook page, Poker Pro lost over 1,000,000 users to eChannel/Ultimate Poker Pro and the entities with which eChannel/Ultimate Poker Pro partnered.

50. Prior to changing its name from Ultimate Poker Pro to Quiblix, the Ultimate Poker Pro application was the second most popular poker application on Facebook with over six million users. After the name change and Facebook's editing of the URLs that previously displayed the name Ultimate Poker Pro, the number of users dropped dramatically.

51. Plaintiffs have retained the undersigned counsel to represent their interests in this matter and are obligated to pay all reasonable attorney's fees and costs incurred in the pursuit of the claims set forth herein.

COUNT I – TRADEMARK INFRINGEMENT (15 U.S.C. §§1114 et seq.)
(Against eChannel)

52. Plaintiffs reallege and incorporate the allegations contained in Paragraphs 1 through 51 as if fully set forth herein.

53. As detailed more fully above, eChannel willfully engaged in infringement of Plaintiffs' Poker Pro trademark by: (a) creating and implementing virally engaging marketing campaigns using the infringing name Ultimate Poker Pro to drive user traffic to its own Ultimate Poker Pro website, and to Facebook, Zynga, and other companies with which eChannel was conducting business; (b) creating the virtual poker application Ultimate Poker Pro under the name YouSocial for use on Facebook and other websites, which directly competed with and infringed upon Plaintiffs' Poker Pro applications created by "iSocial"; (c) unlawfully directing

Facebook to place Ultimate Poker Pro ads on Poker Pro Magazine's Facebook page; and (d) otherwise advertising and conducting business using the infringing names Ultimate Poker Pro and YouSocial.

54. eChannel had knowledge of the Poker Pro brand before it began to use the name Ultimate Poker Pro.

55. Upon information and belief, eChannel had knowledge of iSocial before it developed and used in commerce YouSocial.

56. As a result of eChannel's actions, Plaintiffs have suffered financial harm.

57. As a result of eChannel's actions, consumers have actually been confused as to the origin of Ultimate Poker Pro and/or its affiliation with Plaintiffs, or at the very least, are likely to be confused regarding same.

WHEREFORE, Plaintiffs demand judgment against Defendant eChannel for damages sustained as a result of eChannel's trademark infringement, eChannel's unlawful profits gained as a result of said infringement, treble damages, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT II – TRADEMARK INFRINGEMENT (Common Law)
(Against eChannel)

58. Plaintiffs reallege and incorporate the allegations contained in Paragraphs 1 through 51 as if fully set forth herein.

59. As detailed more fully above, eChannel willfully engaged in infringement of Plaintiffs' Poker Pro trademark by: (a) creating and implementing virally engaging marketing campaigns using the infringing name Ultimate Poker Pro to drive user traffic to its own Ultimate Poker Pro website, and to Facebook, Zynga, and other companies with which eChannel was conducting business; (b) creating the virtual poker application Ultimate Poker Pro under the

name YouSocial for use on Facebook and other websites, which directly competed with and infringed upon Plaintiffs' Poker Pro applications created by "iSocial"; (c) unlawfully directing Facebook to place Ultimate Poker Pro ads on Poker Pro Magazine's Facebook page; and (d) otherwise advertising and conducting business using the infringing names Ultimate Poker Pro and YouSocial.

60. eChannel had knowledge of the Poker Pro brand before it began to use the name Ultimate Poker Pro.

61. Upon information and belief, eChannel had knowledge of iSocial before it developed and used in commerce YouSocial.

62. As a result of eChannel's actions, Plaintiffs have suffered financial harm.

63. As a result of eChannel's actions, consumers have actually been confused as to the origin of Ultimate Poker Pro and/or its affiliation with Plaintiffs, or at the very least, are likely to be confused regarding same.

WHEREFORE, Plaintiffs demand judgment against Defendant eChannel for damages sustained as a result of eChannel's trademark infringement, eChannel's unlawful profits gained as a result of said infringement, punitive damages, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT III – CONTRIBUTORY TRADEMARK INFRINGEMENT

(15 U.S.C. §§1114 et seq.)

(Against Facebook)

64. Plaintiffs reallege and incorporate the allegations contained in Paragraphs 1 through 51 as if fully set forth herein.

65. As detailed more fully above, by placing an advertisement for Ultimate Poker Pro on the Poker Pro Magazine Facebook page, refusing to remove the infringing advertisement for

months, and permitting infringing Facebook pages to remain on its site, Facebook has intentionally and knowingly ignored its own policies, neglected to implement proper and effective filtering mechanisms to prevent intellectual property abuse, and contributed to and induced eChannel's trademark infringement.

66. Upon information and belief, Facebook received substantial revenue from Ultimate Poker Pro for the infringing advertisement.

67. Upon information and belief, despite an awareness that Ultimate Poker Pro was infringing on Poker Pro's trademark, Facebook knowingly accepted advertising money from other advertisers that placed advertisements on Ultimate Poker Pro's Facebook page.

68. Upon information and belief, due to the consumer confusion caused by Facebook by allowing the Ultimate Poker Pro application to appear as an advertisement on Poker Pro Magazine's Facebook page, Poker Pro lost over 1,000,000 users to Ultimate Poker Pro.

69. As a result of Facebook's actions, Plaintiffs have suffered financial harm.

WHEREFORE, Plaintiffs demand judgment against Defendant Facebook for damages sustained as a result of Facebook's contributory trademark infringement, Facebook's profits related to same, treble damages, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT IV –CONTRIBUTORY TRADEMARK INFRINGEMENT (Common Law)
(Against Facebook)

70. Plaintiffs reallege and incorporate the allegations contained in Paragraphs 1 through 51 as if fully set forth herein.

71. As detailed more fully above, by placing an advertisement for Ultimate Poker Pro on the Poker Pro Magazine Facebook page, refusing to remove the infringing advertisement for months, and permitting infringing Facebook pages to remain on its site, Facebook has

intentionally and knowingly ignored its own policies, neglected to implement proper and effective filtering mechanisms to prevent intellectual property abuse, and contributed to and induced eChannel's trademark infringement.

72. Upon information and belief, Facebook received substantial revenue from Ultimate Poker Pro for the infringing advertisement.

73. Upon information and belief, despite an awareness that Ultimate Poker Pro was infringing on Poker Pro's trademark, Facebook knowingly accepted advertising money from other advertisers that placed advertisements on Ultimate Poker Pro's Facebook page.

74. Upon information and belief, due to the consumer confusion caused by Facebook allowing the Ultimate Poker Pro application to appear as an advertisement on Poker Pro Magazine's Facebook page, Poker Pro lost over 1,000,000 users to Ultimate Poker Pro.

75. As a result of eChannel's actions, Plaintiffs have suffered financial harm.

76. WHEREFORE, Plaintiffs demand judgment against Defendant Facebook for damages sustained as a result of Facebook's contributory trademark infringement, Facebook's profits related to same, punitive damages, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT V - UNFAIR COMPETITION (15 U.S.C. § 1125(a))
(Against eChannel)

77. Plaintiffs reallege and incorporate the allegations contained in Paragraphs 1 through 51 as if fully set forth herein.

78. As detailed more fully above, eChannel used the Poker Pro trademark in connection with its products and services offered under the name Ultimate Poker Pro.

79. As detailed more fully above, eChannel used the name YouSocial in connection with its products and services offered under the name Ultimate Poker Pro.

80. In so doing, eChannel falsely represented that the Poker Pro brand was the source of the goods and services offered by eChannel.

81. The foregoing false and misleading designations and impressions have caused, and are likely to continue to cause, Plaintiffs irreparable harm and economic injury.

WHEREFORE, Plaintiffs demand judgment against Defendant eChannel for damages sustained as a result of eChannel's "passing off" its products and services as those emanating from Plaintiffs, eChannel's unlawful profits gained as a result of said conduct, treble damages, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT VI - UNFAIR COMPETITION (Common Law)
(Against eChannel)

82. Plaintiffs reallege and incorporate the allegations contained in Paragraphs 1 through 51 as if fully set forth herein.

83. As detailed more fully above, eChannel used the Poker Pro trademark in connection with its products and services offered under the name Ultimate Poker Pro.

84. As detailed more fully above, eChannel used the name YouSocial in connection with its products and services offered under the name Ultimate Poker Pro.

85. In so doing, eChannel falsely represented that the Poker Pro brand was the source of the goods and services offered by eChannel.

86. The foregoing false and misleading designations and impressions have caused, and are likely to continue to cause, Plaintiffs irreparable harm and economic injury.

WHEREFORE, Plaintiffs demand judgment against Defendant eChannel for damages sustained as a result of eChannel's "passing off" its products and services as those emanating from Plaintiffs, eChannel's unlawful profits gained as a result of said conduct, punitive damages, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT VII – TRADEMARK DILUTION (15 U.S.C. § 1125(c))
(Against eChannel)

87. Plaintiffs reallege and incorporate the allegations contained in Paragraphs 1 through 51 as if fully set forth herein.

88. Beginning in at least 2004 and continuing until today, the Poker Pro trademark and brand has developed a significant reputation in the poker community such that the trademark has become distinctive and/or famous.

89. eChannel's willful use of the infringing name Ultimate Poker Pro began after the Poker Pro mark had been used in commerce and was, and is, being used to trade on the goodwill and established renown of the Poker Pro brand.

90. As a result of the similarity between the names, consumers have created and will continue to create a mental association between eChannel's mark and Plaintiffs' famous mark.

91. This association has tarnished and/or blurred the Poker Pro trademark and brand as a result of the inferior products and services offered by eChannel.

92. As a result of eChannel's actions, Plaintiffs have suffered financial harm and damage to the Poker Pro brand reputation.

WHEREFORE, Plaintiffs demand judgment against Defendant eChannel for damages sustained as a result of eChannel's trademark dilution, eChannel's unlawful profits gained as a result of said conduct, treble damages, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT VIII – FLORIDA TRADEMARK DILUTION (Fla. Stat. § 495.151)
(Against eChannel)

93. Plaintiffs reallege and incorporate the allegations contained in Paragraphs 1 through 51 as if fully set forth herein.

94. Beginning in at least 2004 and continuing until today, the Poker Pro trademark and brand has developed a significant reputation in the poker community such that the trademark has become distinctive and/or famous.

95. eChannel's willful use of the infringing name Ultimate Poker Pro began after the Poker Pro mark had been used in commerce and was, and is, being used to trade on the goodwill and established renown of the Poker Pro brand.

96. As a result of the similarity between the names, consumers have created, and it is likely that consumers will continue to create, a mental association between eChannel's mark and Plaintiffs' famous mark.

97. This association has tarnished and/or blurred the Poker Pro trademark and brand as a result of the inferior products and services offered by eChannel.

98. As a result of eChannel's actions, Plaintiffs have suffered financial harm and damage to the Poker Pro brand reputation.

WHEREFORE, Plaintiffs demand judgment against Defendant eChannel for damages sustained as a result of eChannel's trademark dilution, eChannel's unlawful profits gained as a result of said conduct, treble damages pursuant to Section 495.141, Fla. Stat., attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT IX – FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT (Fla. Stat. § 501.201 et seq.)
(Against eChannel)

99. Plaintiffs reallege and incorporate the allegations contained in Paragraphs 1 through 51 as if fully set forth herein.

100. As detailed more fully above, eChannel engaged in a pattern of deceptive and unfair acts, including using the confusingly similar Ultimate Poker Pro and YouSocial names to

confuse consumers, advertising Ultimate Poker Pro on Poker Pro Magazines Facebook page, and otherwise falsely advertising Ultimate Poker Pro's products as those originating from Poker Pro.

101. eChannel's deceptive and unfair actions have directly and proximately caused Plaintiffs monetary damages as well damage to its trademark and goodwill.

WHEREFORE, Plaintiffs demand judgment against Defendant eChannel for damages sustained as a result of eChannel's deceptive and unfair acts, eChannel's unlawful profits gained as a result of said acts, attorney's fees, costs, and such other and further relief as this Court deems just and proper.

COUNT X – FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT (Fla. Stat. § 501.201 et seq.)
(Against Facebook)

102. Plaintiffs reallege and incorporate the allegations contained in Paragraphs 1 through 51 as if fully set forth herein.

103. As detailed more fully above, by accepting advertising revenue from eChannel with the knowledge that eChannel was infringing Plaintiff's intellectual property rights and refusing to follow its own policies by removing eChannel's infringing Facebook pages and advertisements, Facebook intentionally and knowingly ignored its own policies, neglected to implement proper and effective filtering mechanisms to prevent intellectual property abuse, and contributed to and induced eChannel's trademark infringement.

104. Facebook's deceptive and unfair actions have directly and proximately caused Plaintiffs monetary damages as well damage to its trademark and goodwill.

WHEREFORE, Plaintiffs demand judgment against Defendant Facebook for damages sustained as a result of Facebook's deceptive and unfair acts, Facebook's unlawful profits gained as a result of said acts, attorney's fees, costs, and such other and further relief as this Court

deems just and proper.

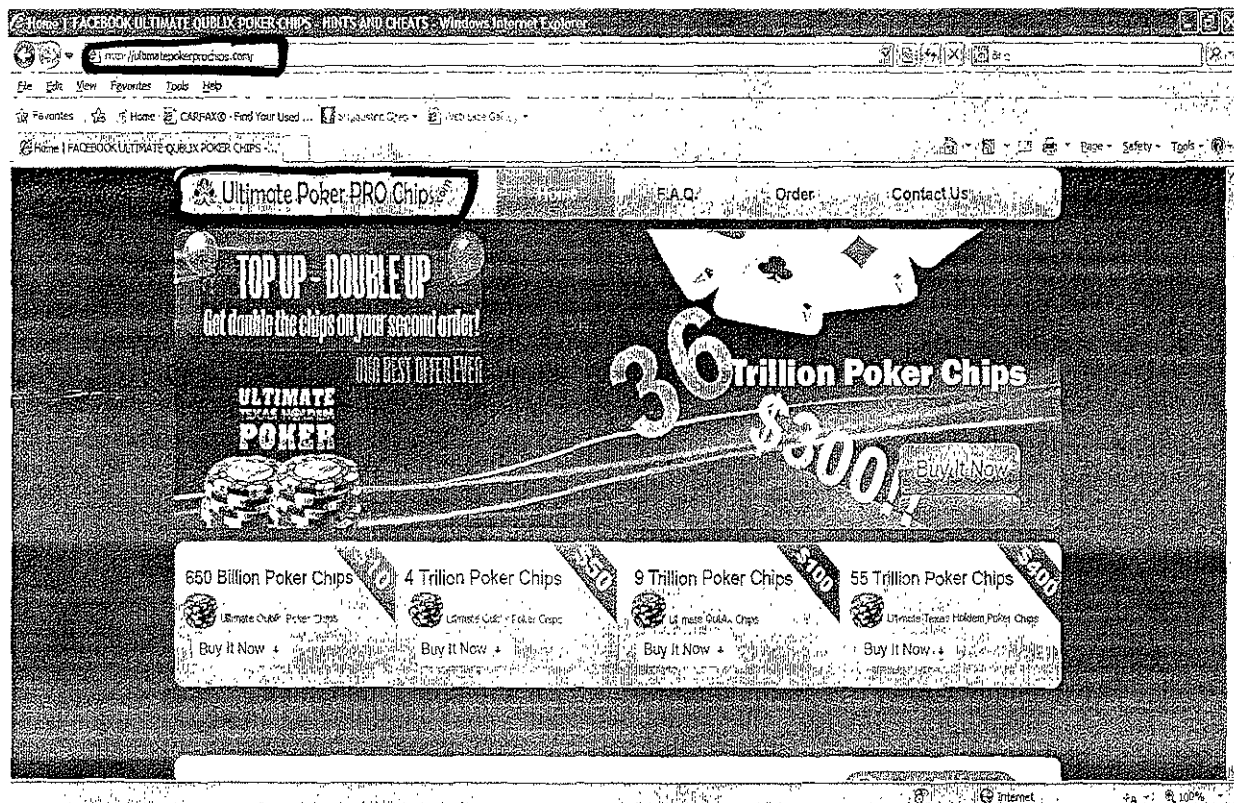
DEMAND FOR JURY TRIAL

Plaintiff hereby requests a trial by jury on all issues so triable.

Dated this 3rd day of July, 2013

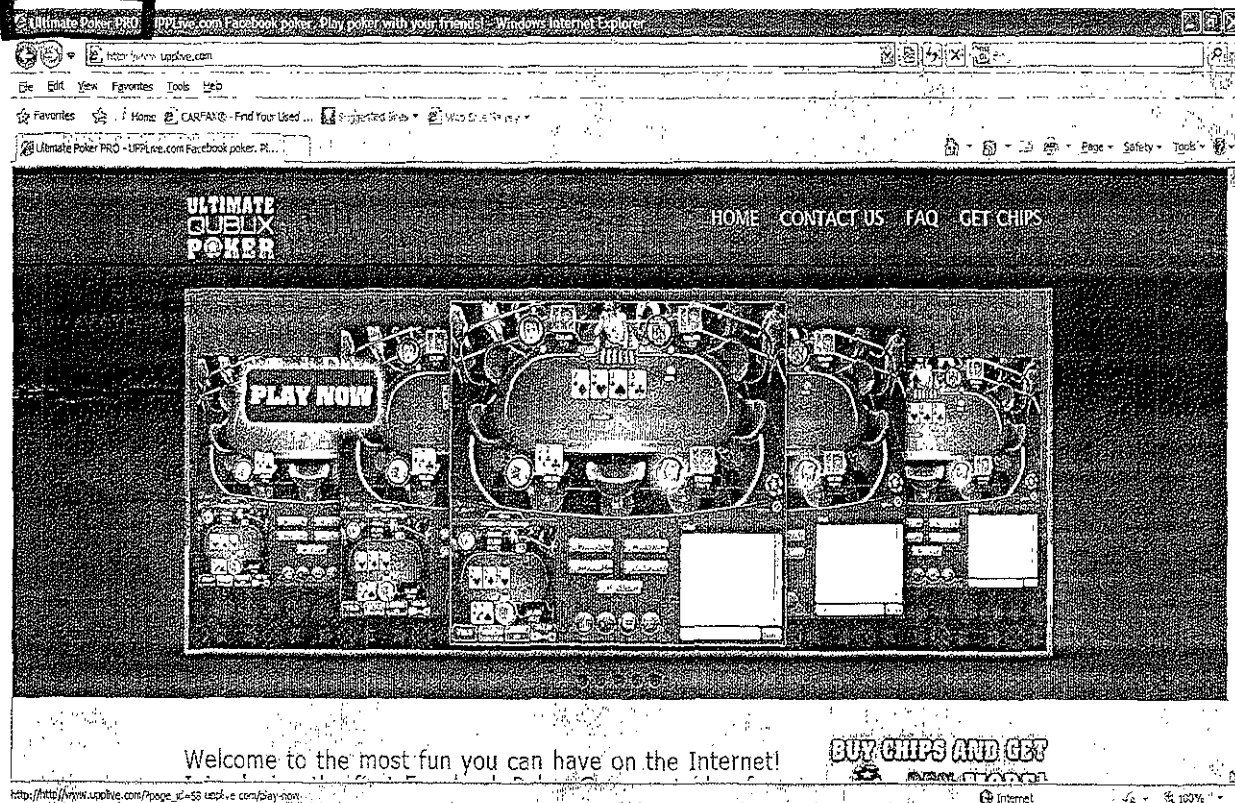
Respectfully submitted,
TRIPP SCOTT, P.A.
Counsel for Plaintiff
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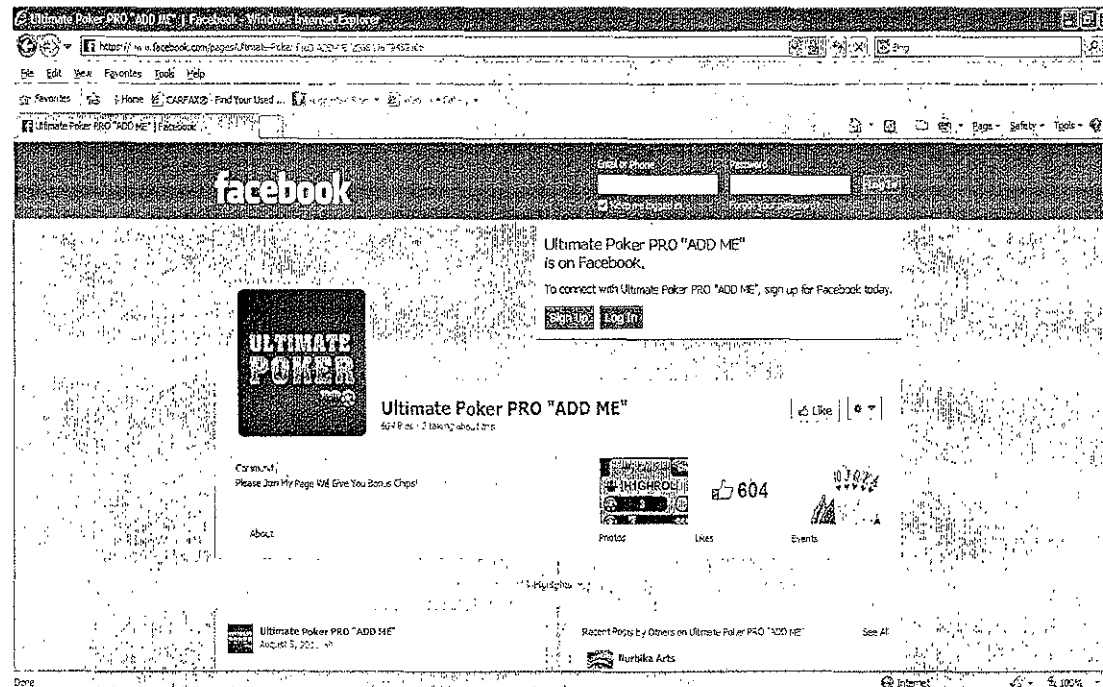
By: /s/ Peter G. Herman
PETER G. HERMAN, ESQ.
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FLA. BAR NO. 752665
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Home | FACEBOOK ULTIMATE QUBUX POKER CHIPS - HINTS AND CHEATS - Windows Internet Explorer



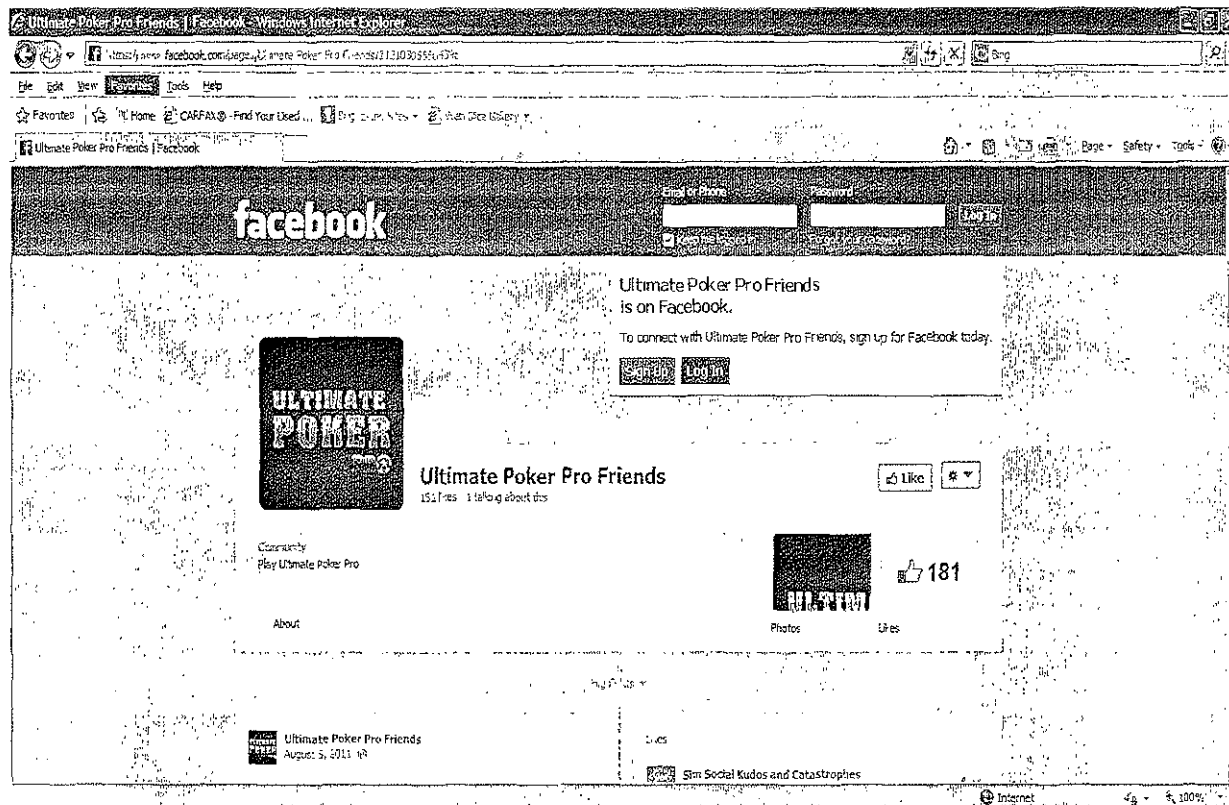




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Ultimate Poker PRO Chips, Buy Ultimate Poker PRO Chips, Cheap Ultimate Poker PRO Chips, Ultimate - Windows Internet Explorer

... And, what do you need help with?

Desktop Help Report Something Intellectual Property Issues

English (US)

About Intellectual Property

Copyright

Trademark

Back

About Intellectual Property

This part of the Help Center contains information about intellectual property rights as they relate to content posted on Facebook. Sometimes, people reading this section are actually looking for help with other matters. If you see your issue below, click on it for help.

- Impostor accounts
- Hacked accounts
- Abuse and harassment
- Pages and groups admin issues
- Privacy rights
- Functionality issues
- Usernames and web addresses

Intellectual Property

Facebook respects the intellectual property rights of others and is committed to helping third parties protect their rights. Our Statement of Rights and Responsibilities prohibits users from posting content that violates another party's intellectual property rights. When we receive a valid notice of IP infringement, we promptly remove or disable access to the allegedly infringing content. We also terminate the accounts of repeat infringers in appropriate circumstances.

Rights holders will find information below regarding how to report copyright and other intellectual property infringements by users posting content on our website, and answers to some frequently asked questions regarding our policies.

Copyright

Copyright protects creative works like music and film. Learn more

Trademark

Trademark protects the brand names and logos used to identify companies and their products. Learn more

... Yes No

Permalink Share

About Create Ad Create Page Developers Careers Privacy Cookies Terms Help

Facebook © 2013 English (US)



2-cv-81279-KAM Document 9-3 Entered on FLSD Docket 07/03/2013 Pa

Date of last revision: April 10, 2012

Facebook Advertising Guidelines

Advertising Philosophy

At Facebook, we believe that ads should contribute to and be consistent with the overall user experience. The best ads are those that are tailored to individuals based on how they and their friends interact and affiliate with the brands, artists, and businesses they care about. These guidelines are not intended to serve as legal advice and adherence to these guidelines does not necessarily constitute legal compliance. Advertisers are responsible for ensuring that their ads comply with all applicable laws, statutes, and regulations.

Additional examples and explanations to our policies can be found in the Help Center.

I. General

A. Our Advertising Guidelines consist of advertising content criteria, community standards, and other applicable requirements.

B. The Ad Guidelines, as well as our Data Use Policy and Statement of Rights and Responsibilities, apply to all ads and commercial content ("ads") served by or appearing on Facebook (excluding ads purchased under AdMob/AdSense Standard Terms and Conditions).

C. Advertising applications with applications on Facebook Platform must comply with all additional Facebook Platform Policies.

D. Ads that are generated through Page posts, and ads that promote a sponsorship, contest, competition or offer must also comply with the Pages Terms.

E. Ads must not contain false, misleading, fraudulent, or deceptive claims or content.

F. You may not message more than one advertiser or client through a single ad account, and may not change the advertiser or client associated with an established ad account.

G. If you use custom audiences you must comply with the Custom Audience Terms.

II. Data and Privacy

A. No data collected, derived or obtained from or in connection with a Facebook ad, including Facebook's delivery of an ad, and Facebook users' interaction with a Facebook ad will be used as information derived from targeting criteria ("Facebook advertising data") may be reviewed or used by an entity not acting on behalf of a Facebook advertiser.

B. You may not use Facebook advertising data for any purpose (including targeting, managing data across multiple advertisers' campaigns, buying or managing user profiles, or allowing psychobuying or retargeting with tags), except on an aggregate and anonymous basis to assess the performance and effectiveness of your Facebook advertising campaign.

C. You may use information provided directly to you from users if you provide clear notice to and obtain consent from those users and comply with all applicable laws and industry practices.

D. You may not directly or indirectly transfer or sell any data to, or use such data in connection with any ad network, ad exchange, data broker, or other party not acting on behalf of an advertiser and the advertiser's Facebook advertising campaign. If indirectly we mean you cannot, for example, transfer data to a third party who then transfers the data to an ad network.

III. Ad Creative and Placement

All components of an ad, including any text, images, or other media, must be relevant and appropriate to the audience segment being offered and the ad itself. Ads may not contain audio or flash animation that plays automatically without a user's interaction. Ads may not position products or services in a sexually suggestive manner. Advertisers may not contain content that exploits political opinions or "hot button" issues for controversial use. Additionally, ad text must include proper grammar and the use of all symbols, numbers, or letters must adhere to the true meaning of the symbol.

A. Accuracy

Ads must clearly represent the company, product, service, or brand that is being advertised. Products and services promoted in the ad copy must be clearly represented on the landing page, and the destination site may not differ or link to any unrelated product or service. Additionally, ads may not suggest false relevancy to generate clicks.

B. Attribution

Ad text may not assert or imply, directly or indirectly, when the ad promotes or the promotion, a user's personal characteristics when the following categories:

1. race or ethnic origin

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2. religion or philosophical belief,

3. age,

4. social orientation or sexual life,

5. gender identity,

6. disability or medical condition (including physical or mental health),

7. marital status or relationship,

8. membership in a trade union, and

9. criminal record.

C. Destination Sites

Ads must lead to a functioning landing page that does not interfere with a user's ability to navigate away from the page.

D. Images

Ads and sponsored stories in News Feed may not include images comprised of more than 20% text.

E. Targeting

Ads must always apply appropriate targeting and never use targeting criteria to provide users. Ads for regulated goods and services (e.g., alcohol and gambling), must abide by all applicable laws, regulations, and industry codes. Specific requirements for dating services, alcohol, gambling, contraceptives and subscription services must adhere to the requirements.

https://www.facebook.com/ad_guidelines.php



Facebook Help Center under the applicable content sections

Advertisers must ensure that their ads comply with all applicable laws, regulations and guidelines. Advertisers are not responsible for ensuring that their ads do not violate the rights of any third parties. The following specific content guidelines apply:

A. Adult Products

Ads may not promote the sale or use of adult products or services, including but not limited to toys, videos, publications, live shows, or sexual enhancement products. Ads for family planning and contraception are allowed provided they follow the appropriate targeting requirements.

B. Alcohol

1. Ads that promote or reference alcohol are prohibited in the following countries: Afghanistan, Brunei, Bangladesh, Egypt, Guinea, Kuwait, Libya, Myanmar, Pakistan, Russia, Saudi Arabia, United Arab Emirates, Yemen and any other jurisdiction where such ads are prohibited by law.

a. Where permissible, ads that promote or reference alcohol must: (i) comply with all applicable local laws, required or recommended industry codes, guidelines, licenses and approvals and (ii) apply age and country targeting criteria consistent with Facebooks targeting guidelines and applicable local laws. Where a user's age or country cannot be determined, the ad must not be displayed to the user.

d. Please refer to the Help Center for additional alcohol-specific guidance.

C. Dating

Ads for adult dating profiles or dating sites with a sexual emphasis are not permitted. Ads for other online dating services must adhere to the dating targeting requirements and the name of the product or service must be included in the ad text or image.

D. Drugs and Tobacco

Ads may not promote or indicate the sale or consumption of illegal or recreational drugs, tobacco products, or drug or tobacco paraphernalia.

E. Gambling and Lotteries

1. Ads that promote or indicate online gambling, games of skill or chance, including online casino, sports books, bingo, or poker, are only allowed in specific countries with prior authorization from Facebook.

a. Lotteries run by government entities may advertise on Facebook, provided that ads must be targeted in a jurisdiction with applicable law in the jurisdiction in which the ads will be served and may only target users in the jurisdiction in which the lottery is available.

b. Ads that promote offline gambling establishments, such as offline casinos, in accordance with applicable laws and regulations, are generally permitted, provided that ads must be appropriately targeted.

d. Please refer to the Help Center for additional gambling-specific guidance.

F. Pharmaceuticals and Supplements

1. Ads must not promote the sale of prescription pharmaceuticals. Ads for online pharmacies are prohibited except that ads for certified pharmacies may be permitted with prior approval from Facebook.

a. Ads that promote dietary and herbal supplements are generally permitted, provided they do not promote products containing anabolic steroids, chitosan, caffeine, dehydroepiandrosterone, ephedra, human growth hormones, melatonin, and any additional products deemed unsafe or questionable by Facebook in its sole discretion.

Ads may not contain or link directly or indirectly to a site that contains software/information downloaded to any software that results in an unauthorized, deceptive or unfair user experience, including but not limited to software which:

- i. "Steals" onto a user's system,
- ii. performs activities hidden to the user,
- iii. may alter, harm, disable or replace any hardware or software installed on a user's computer without express permission from the user,
- iv. is bundled as a hidden component of other software or other software or for an additional fee,
- v. automatically downloads without Facebook's express prior approval,
- vi. prevents download dialog boxes without a user's action, or
- vii. may violate or infringe upon the intellectual property rights of any third party, including copyright, trademark, patent or any other proprietary right.

H. Subscription Services

Ads for subscription services, or that promote products or services that include negative options, automatic renewal, free-to-pay conversion using products, or mobile marketing are subject to the following requirements:

- 1. Ad text must clearly and conspicuously disclose the recurring billing component (e.g. "Subscription required")
- a. The landing page must:
 - i. display the price and billing interval whenever the user is prompted to enter personally identifiable information,
 - ii. include an uncheckable opt-in checkbox, and
 - iii. include language informing users how to cancel their subscription or membership.
- c. Each of the foregoing must be located in a prominent place on your landing page, as determined by Facebook in its sole discretion, and should be easy to find, read, and understand.

I. Unacceptable Business Model

Ads may not promote a business model or practice that is deemed by Facebook in its sole discretion to be unacceptable or contrary to Facebook's overall advertising philosophy or to any applicable law, including but not limited to multi-level marketing schemes, or advertisements for scams.

V. Ad Community Standards

Weapons and Explosives

Ads may not promote the sale or use of weapons, ammunition, or explosives.

Ads, or categories of ads, that receive a significant amount of negative user feedback, or are otherwise deemed to violate our community standards, are prohibited and may be removed. In all cases, Facebook reserves the right in its sole discretion to determine whether particular content is in violation of our community standards.

A. Illegal Activity

Ads may not constitute, facilitate or promote illegal activity.

B. Harassment

Ads may not insult, attack, harass, bully, threaten, demean or impersonate others.

C. Hate Speech

Ads may not contain "hate speech," whether directed at an individual or a group, based on membership within certain categories. These categories include, but are not limited to, race, sex, creed, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language.

D. Minors

Ads that are targeted to minors may not promote products or services that are illegal for use by minors in their jurisdiction, or that are deemed to be unsafe or inappropriate.

E. Sex/Nudity

Ads may not contain adult content, including nudity, depictions of people in explicit or suggestive positions, or activities that are overly suggestive or sexually provocative.

F. Shock Value

Ads may not be shocking, sensational or disrespectful, or portray excessive violence.

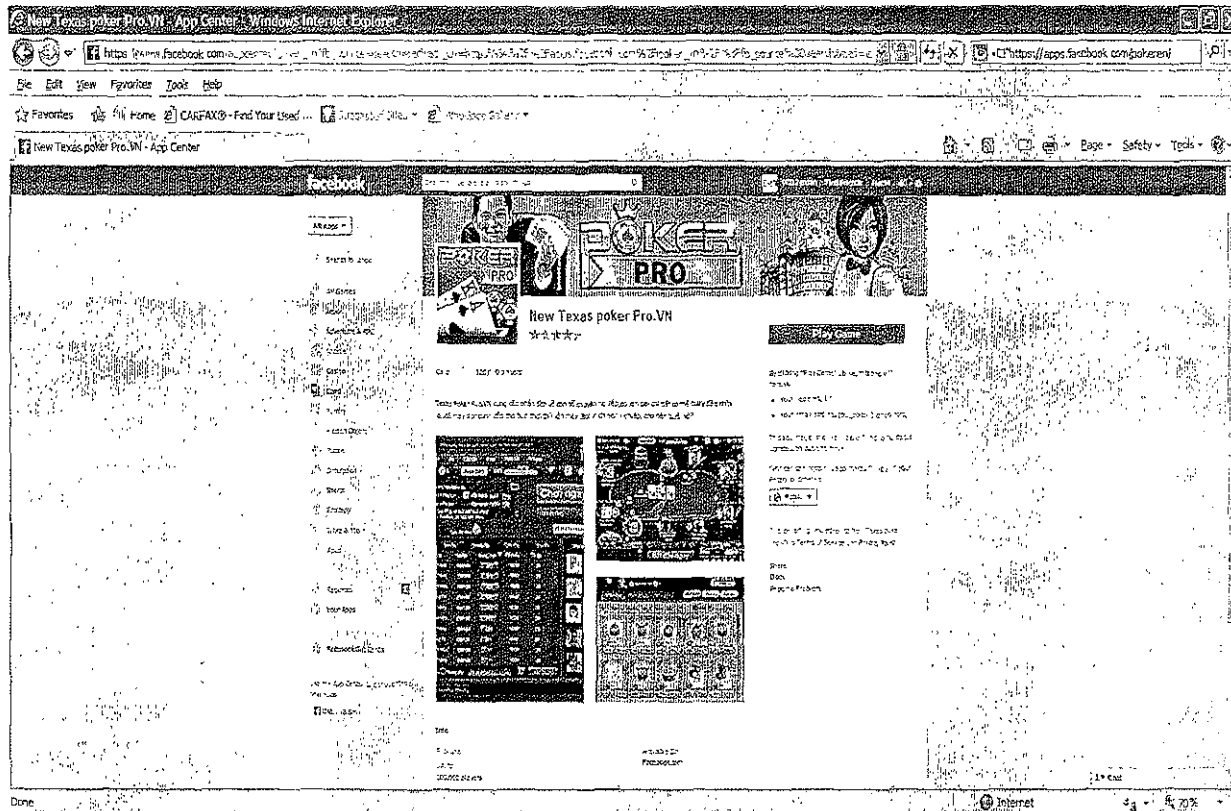
VI. Facebook References

Ads may not imply a Facebook endorsement or partnership of any kind. Ads linking to Facebook branded content (including Pages, groups, events, or Connect sites) may make limited reference to "Facebook" in ad text for the purpose of clarifying the destination of the ad. All other ads and landing pages may not use our copyrights or trademarks (including Facebook, the Facebook and F logos, FB, Face, Poke, Dook, and Wat) or any confusingly similar marks, except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.

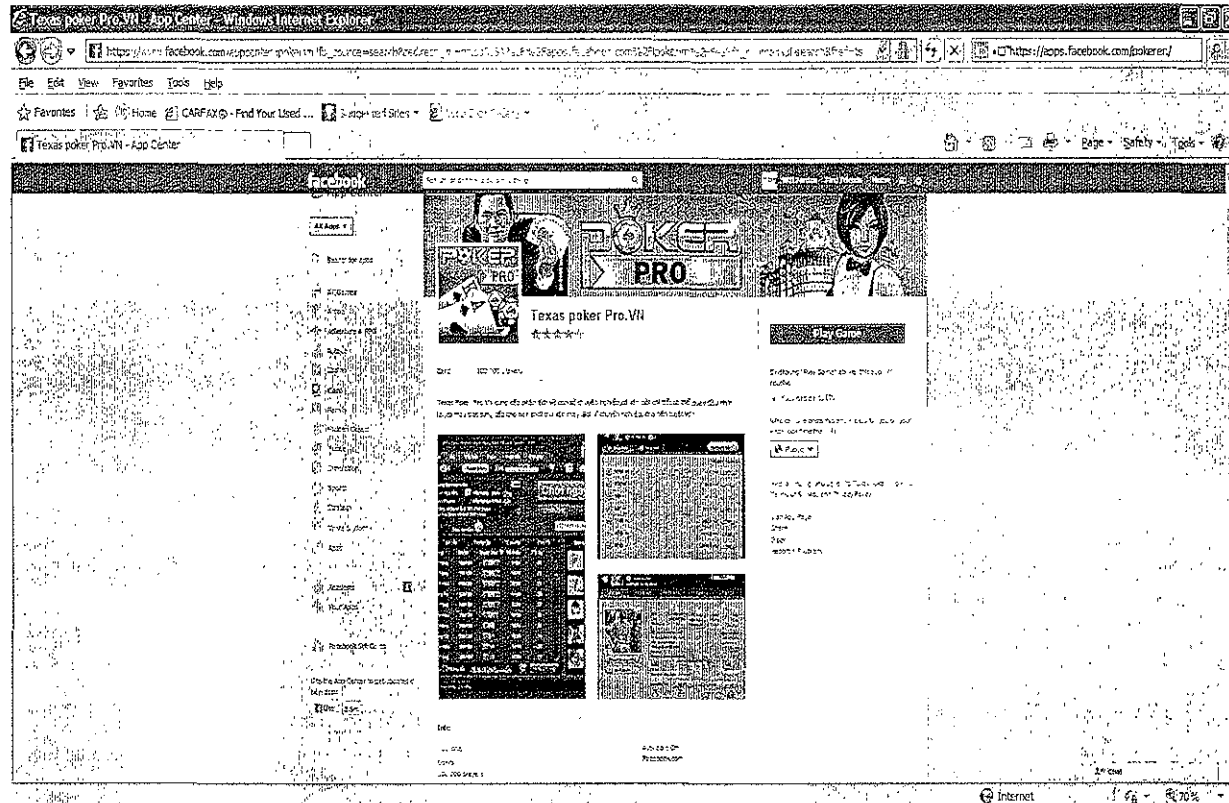
VII. Rights of Others

Ads may not include content that infringes upon or violates the rights of any third party, including copyright, trademark, privacy, publicity, or other personal or proprietary rights.

We reserve the right to reject, approve or remove any ad for any reason, in our sole discretion, including ads that negatively affect our relationship with our users or that promote content, services, or activities, contrary to our competitive position, interests, or advertising philosophy. These guidelines are subject to change at any time.



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