



SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

**Document Scanning Lead Sheet**

Sep-18-2012 11:24 am

Case Number: CGC-12-524367

Filing Date: Sep-18-2012 11:16

Filed by: ELIAS BUTT

Juke Box: 001 Image: 03767740

COMPLAINT

CROWDFLOWER INC., A DELAWARE CORPORATION VS. BARTLE BOGLE  
HEGARTY LLC, et al

001C03767740

10

**Instructions:**

Please place this sheet on top of the document to be scanned.

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

BARTLE BOGLE HEGARTY LLC, a New York Limited Liability Company;  
GOOGLE INC., a Delaware Corporation; and DOES 1-20, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

CrowdFlower, Inc., a Delaware Corporation

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):  
San Francisco County Superior Court  
400 McAllister Street  
San Francisco, CA 94102

CASE NUMBER:  
(Número del Caso):

**CGC-12-524367**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Jonathan S. Kitchen (State Bar No. 80270) Jessica J. Rankin (State Bar No. 267957) (415) 262-5100 (415) 262-5199  
COX, CASTLE & NICHOLSON LLP  
555 California Street, 10th Floor San Francisco, CA 94104-1513

CLERK OF THE COURT

DATE:  
(Fecha)

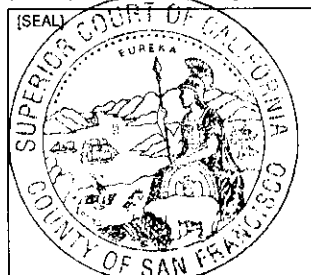
**SEP 18 2012**

Clerk, by  
(Secretario)

**ELIAS BO** Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED:** You are served

1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify): **GOOGLE INC., a Delaware Corporation**  
under:
 

<input checked="" type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4.  by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Jonathan S. Kitchen (State Bar No. 80270) Jessica J. Rankin (State Bar No. 267957)  
 COX, CASTLE & NICHOLSON LLP  
 555 California Street, 10th Floor  
 San Francisco, CA 94104-1513  
 TELEPHONE NO.: (415) 262-5100 FAX NO.: (415) 262-5199

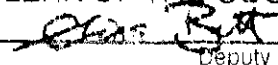
ATTORNEY FOR (Name): Plaintiff CrowdFlower, Inc.  
**SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco**  
 STREET ADDRESS: 400 McAllister Street  
 MAILING ADDRESS:  
 CITY AND ZIP CODE: San Francisco, CA 94102  
 BRANCH NAME:

CASE NAME: CrowdFlower, Inc. v. Bartle Bogle Hegarty LLC, et al.

FOR COURT USE ONLY

**FILED**  
 Superior Court of California  
 County of San Francisco

SEP 18 2012

CLERK OF THE COURT  
 BY:  Deputy Clerk

**CIVIL CASE COVER SHEET**

**Unlimited** (Amount demanded exceeds \$25,000)  **Limited** (Amount demanded is \$25,000 or less)

**Complex Case Designation**

**Counter**  **Joinder**

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: **CGC-12-524367**

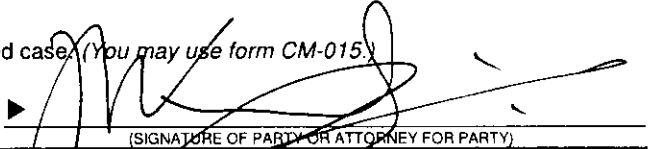
JUDGE:  
 DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:
- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| <p><b>Auto Tort</b></p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p><b>Non-PI/PD/WD (Other) Tort</b></p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p><b>Employment</b></p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p> | <p><b>Contract</b></p> <p><input checked="" type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p><b>Real Property</b></p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p><b>Unlawful Detainer</b></p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p><b>Judicial Review</b></p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p> | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p><b>Enforcement of Judgment</b></p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p><b>Miscellaneous Civil Complaint</b></p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p><b>Miscellaneous Civil Petition</b></p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a.  Large number of separately represented parties d.  Large number of witnesses
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c.  Substantial amount of documentary evidence f.  Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): 4
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: September 18, 2012  
 Jonathan S. Kitchen



(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

ORIGINAL ●

1 COX, CASTLE & NICHOLSON LLP  
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6 Attorneys for Plaintiff  
7 CrowdFlower, Inc.

SUMMONS ISSUED  
**FILED**  
Superior Court of California  
County of San Francisco

SEP 18 2012

CLERK OF THE COURT  
BY: Oliver B. A.  
Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SAN FRANCISCO**

10  
11 CROWDFLOWER, INC., a Delaware  
Corporation,

12 Plaintiff,

13 vs.

14 BARTLE BOGLE HEGARTY LLC,  
15 a New York Limited Liability Company;  
GOOGLE INC., a Delaware Corporation; and  
16 DOES 1-20, inclusive,

17 Defendants.

CASE NO. CGC-12-524367

**COMPLAINT FOR**

- (1) **BREACH OF CONTRACT;**
- (2) **QUANTUM MERUIT;**
- (3) **BREACH OF WARRANTY OF AUTHORITY; AND**
- (4) **FRAUD**

18  
19 Plaintiff CROWDFLOWER, INC. ("CrowdFlower") hereby alleges and complains as follows:

20 **PARTIES**

21 1. CrowdFlower is a Delaware corporation doing business in San Francisco County,  
22 California. CrowdFlower is a small technology start-up company that develops and uses  
23 crowdsourcing techniques to process large amounts of data.

24 2. Defendant BARTLE BOGLE HEGARTY LLC ("BBH") is a New York limited  
25 liability company doing business in San Francisco County, California. BBH is a subsidiary of an  
26 international advertising agency, with its head office located in London, UK.



1 **FIRST CAUSE OF ACTION**

2 **(Breach of Written Contract – Against All Defendants)**

3 8. The allegations set forth in paragraphs 1 through 7 above are incorporated herein  
4 by this reference.

5 9. “Movember,” a combination of the words “moustache” and “November,” is an  
6 annual month-long charity event that encourages men to grow moustaches in November to raise  
7 awareness and funds for men’s health issues.

8 10. In October of 2011, BBH and Google were developing a website where over  
9 300,000 Movember participants could post daily pictures of their growing moustaches during the  
10 month of November 2011. Defendants asked CrowdFlower to develop a way to quickly review the  
11 pictures posted on the Movember website to identify any pictures that were unsuitable for posting  
12 based on racist, vulgar, right-infringing, or other inappropriate content (the “Project”). CrowdFlower  
13 agreed to provide Defendants with the data manipulation and verification services necessary to  
14 develop and implement the Project at a substantially discounted price.

15 11. On October 11, 2011, BBH, on behalf of its client Google, and CrowdFlower  
16 entered into two written agreements in connection with the Project: a written service agreement (the  
17 “Service Agreement”) and a written statement of the work, delivery and payment requirements for the  
18 Project (the “Statement of Work”). The Service Agreement and the Statement of Work will jointly be  
19 referred to herein as the “Agreements.”

20 **Defendants Agreed to Pay a Minimum \$55,000 Fee**

21 12. In the Statement of Work, Defendants agreed to pay CrowdFlower either  
22 (a) in the event that CrowdFlower processed *less than* 10 million images, a fee of \$55,000; or  
23 (b) in the event that CrowdFlower processed *more than* 10 million images, a fee of \$55,000 plus  
24 \$0.0065 for each image after the 10 millionth.

25 13. In the Statement of Work, Defendants also agreed that the minimum \$55,000 fee  
26 was payable in two installments—an initial \$27,500 payment at the time of signing the Statement of  
27 Work, and the remainder on November 30, 2011. Defendants paid CrowdFlower the initial \$27,500  
28 payment.

1 **The Agreements Were Non-Cancellable**

2 14. The Agreements were non-cancellable. The first page of the Statement of Work  
3 states that the Statement of Work "is a one month non-cancellation agreement."

4 15. Paragraph 10 of the Service Agreement states that Defendants "may only  
5 terminate this Agreement in the case of [CrowdFlower]'s Material Breach of this Agreement."

6 16. Paragraph 10 of the Service Agreement states that in the event of termination,  
7 Defendants are liable for any amounts due under any existing statement of work.

8 **CrowdFlower Performed the Tasks Required Under the Agreements**

9 17. After the parties signed the Agreements, CrowdFlower immediately began work  
10 on the Project. CrowdFlower took its engineering and other resources off of CrowdFlower's other  
11 important projects to ensure that CrowdFlower could meet the huge capacity requirements Defendants  
12 had requested for the Project. CrowdFlower developed a scalable solution for the Project, designed  
13 image moderation tasks for the Project, incurred costs for setup, optimization, workflow engineering  
14 and processing, and conducted extensive "trial runs" for the Project. CrowdFlower provided  
15 substantial data manipulation and verification services at Defendants' specific request, and incurred  
16 substantial costs in doing so.

17 18. In executing the above tasks, CrowdFlower completed its work to develop and  
18 create the data manipulation and verification programs required under the Agreements.

19 19. In or about late October of 2011, Defendants began submitting images to  
20 CrowdFlower for processing in accordance with the Agreements. On November 1, 2011,  
21 CrowdFlower began delivering processed images to Defendants.

22 **Defendants Failed to Pay the \$27,500 Remaining Portion of the Minimum \$55,000 Fee**

23 20. On November 4, 2011, and at no fault of CrowdFlower, Defendants unilaterally  
24 canceled the Movember project and stopped submitting images to CrowdFlower for processing. On  
25 information and belief, Defendants canceled the Movember project because either Defendants or one  
26 of Defendants' vendors had failed to complete work required for the Movember website.

27 21. Before Defendants unilaterally canceled the Project, CrowdFlower had fully  
28 performed all acts, services and conditions required to be performed on its part under the Agreements.

1 22. Despite the clear payment and non-cancellation requirements contained in the  
2 Agreements, Defendants failed to pay CrowdFlower the remaining \$27,500 portion of Defendants'  
3 \$55,000 minimum fee.

4 23. CrowdFlower has demanded that Defendants pay the \$27,500 due and owing,  
5 and Defendants have refused to pay. This refusal is a breach of the Agreements.

6 24. As a direct and proximate result of the breach of the Agreements, CrowdFlower  
7 has been damaged in the sum of \$27,500, plus interest, according to proof at trial.

8 **SECOND CAUSE OF ACTION**

9 **(Quantum Meruit – Against All Defendants)**

10 25. The allegations set forth in paragraphs 1 through 7 and 9 through 22 above are  
11 incorporated herein by this reference.

12 26. In October 2011 and November 2011, in San Francisco, California,  
13 CrowdFlower rendered data manipulation and verification services to Defendants and advanced costs  
14 of those services in good faith pursuant to Defendants' request in connection with the Project.  
15 Defendants promised to pay CrowdFlower the reasonable value of the services and costs rendered, and  
16 Defendants accepted the services rendered.

17 27. The reasonable value of the services rendered and costs advanced for which  
18 CrowdFlower has not been paid is currently estimated to be \$27,500.

19 28. CrowdFlower has demanded that Defendants pay the \$27,500 due and owing,  
20 and Defendants have refused to pay any portion of the demanded sum. Thus, there is now due and  
21 unpaid from Defendants to CrowdFlower the sum of \$27,500, plus interest, according to proof at trial.

22 **THIRD CAUSE OF ACTION**

23 **(Breach of Warranty of Authority – Against BBH and DOES 1 through 10)**

24 29. The allegations set forth in paragraphs 1 through 7 and 9 through 24 above are  
25 incorporated herein by this reference.

26 30. On or about October 11, 2011, by its words and actions, Defendant BBH  
27 represented and warranted to CrowdFlower that Google was a client of BBH, that BBH was an agent  
28 of Google, and that BBH was authorized to execute contracts on Google's behalf. BBH signed the



1 Agreements as “BBH, on behalf of Google.”

2 31. In reliance on BBH’s representations that BBH had the authority to bind Google  
3 and that Google would pay CrowdFlower a minimum of \$55,000 for CrowdFlower’s work in  
4 connection with the Agreements, CrowdFlower entered into the Agreements with BBH and rendered  
5 services to Defendants pursuant to the Agreements.

6 32. On information and belief, BBH and Google now claim that at the time BBH  
7 entered into the Agreements, BBH did not have the authority to bind Google.

8 33. In the event the Court finds that the Agreements are void for want of authority,  
9 BBH has breached its warranty of authority to CrowdFlower by creating the impression of an agency  
10 relationship with Google where no such agency relationship exists.

11 34. CrowdFlower has been damaged by BBH’s breach of its warranty of authority in  
12 the amount of \$27,500, which is the balance due under the Agreements that remains unpaid.

13 **FOURTH CAUSE OF ACTION**

14 **(Fraud – Against BBH and DOES 1 through 10)**

15 35. The allegations set forth in paragraphs 1 through 7 and 9 through 22 above are  
16 incorporated herein by this reference.

17 36. On or about October 11, 2011, by its words and actions, Defendant BBH  
18 represented to CrowdFlower that BBH was an agent of Google, that BBH was authorized to execute  
19 the Agreements on Google’s behalf, and that Google would pay CrowdFlower a minimum of \$55,000  
20 for CrowdFlower’s work under the Agreements. In reliance on these representations, CrowdFlower  
21 entered into the Agreements with BBH and rendered services to Defendants.

22 37. In the event the Court finds that the Agreements are void for want of authority,  
23 BBH made material misrepresentations and/or omissions of fact by, among other things (i) representing  
24 to CrowdFlower that BBH had the authority to enter into binding contracts on behalf of Google;  
25 (ii) concealing and failing to disclose to CrowdFlower that BBH did not have the authority to bind  
26 Google; and (iii) representing to CrowdFlower that Google would pay BBH for onward payment to  
27 CrowdFlower a minimum of \$55,000 for CrowdFlower’s work under the Agreements.

28 38. CrowdFlower is informed and believes that at the time BBH made the above

1 representations and/or omissions, BBH knew them to be false. CrowdFlower is informed and believes  
2 that BBH intentionally made the above misrepresentations and/or omissions with the intent to induce  
3 CrowdFlower to enter into the Agreements and to perform work in connection with the Project without  
4 receiving full payment for that work.

5 39. CrowdFlower reasonably relied on the above representations and/or omissions  
6 made by BBH, and rendered services under the Agreements in reliance on those representations. At  
7 the time BBH made the above representations and CrowdFlower took the actions herein alleged,  
8 CrowdFlower was ignorant of the true facts. Had CrowdFlower known the true facts, CrowdFlower  
9 would not have entered into the Agreements or performed work under the Agreements.

10 40. As a result of the foregoing misrepresentations and omissions, CrowdFlower has  
11 suffered and will continue to suffer damages in an amount subject to proof at trial, which is currently  
12 estimated to be \$27,500.

13 41. The aforementioned conduct of BBH was an intentional misrepresentation or  
14 concealment of a material fact known to BBH, made by BBH with the intent of depriving  
15 CrowdFlower of property or legal rights or otherwise causing injury. This conduct evinced a high  
16 degree of moral turpitude and demonstrated such wanton dishonesty as to imply a criminal  
17 indifference to civil obligation, in conscious disregard of CrowdFlower's rights so as to justify an  
18 award of exemplary and punitive damages.

19  
20 **PRAYER FOR RELIEF**

21 WHEREFORE, CrowdFlower prays for judgment against Defendants, as follows:

22 On the First Cause of Action for Breach of Contract Against All Defendants:

23 1. For the sum of \$27,500, plus interest from November 30, 2011 until the date of  
24 payment, according to proof at trial;

25 On the Second Cause of Action for Quantum Meruit Against All Defendants:

26 2. For the sum of \$27,500, plus interest on the unpaid sums from the date they  
27 were incurred until the date of payment, according to proof at trial;

28 On the Third Cause of Action for Breach of Warranty of Authority Against BBH and DOES 1-10:

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3. For the sum of \$27,500, plus interest from November 30, 2011 until the date of payment, according to proof at trial;

On the Fourth Cause of Action for Fraud Against BBH and DOES 1-10:

4. For the sum of \$27,500, plus interest from November 30, 2011 until the date of payment, according to proof at trial, and for punitive damages;

On all Causes of Action:

- 5. For costs of suit herein incurred;
- 6. For reasonable attorney's fees; and
- 7. For such other and further relief and the Court may deem appropriate.

DATED: September 18, 2012

COX, CASTLE & NICHOLSON LLP

By:   
Jonathan S. Kitchen  
Attorneys for Plaintiff  
CrowdFlower, Inc.