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**UNITED STATES FEDERAL COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Havensight Capital LLC, A ) Case No.: 2:15-cv-03758  
USVI Limited Liability ) **Complaint**  
Corporation )  
Plaintiff, )

Facebook, Inc., A Delaware  
Corporation,  
Does 1 to 10  
Defendant

**COMPLAINT**

**Jurisdiction**

The Federal Court of the Central District of California has jurisdiction under *28 U.S.C. Section 1332*, because there is diversity of citizenship, and an amount in controversy, which is greater than \$75,000. Facebook, Inc., here, is incorporated in Delaware, and

1 Havensight Capital is incorporated in the U.S. Virgin  
2 Islands.

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5 **Venue**

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8 Venue is proper pursuant to *28 U.S.C § 1391*, here,  
9 because Facebook Inc. has substantial contacts with the  
10 Central District of California, as it serves millions  
11 of customers who reside in the District, and a  
12 substantial portion of the alleged torts, here, also,  
13 occurred in this District.  
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17 **Parties**

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20 1. Plaintiff is a Limited Liability Company, and has a  
21 mailing address, at #5 Company Street, Christiansted,  
22 USVI 00820.  
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26 2. Facebook Inc., is a Delaware Corporation and  
27 headquartered, at 1601 Willow Rd, Menlo Park, CA.  
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1 94025. The Company has an agent of process, at C.S.C.,  
2 2710 Gateway Oaks Dr. Ste. 150N, Sacramento, CA 95833.  
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5 **Statement of Facts**  
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8 Havensight Capital LLC ("Plaintiff") recently  
9 launched, and owns and operates, a number of consumer  
10 products companies, including: a soccer brand, golf  
11 brand, men's razor company, and a financial convenience  
12 company. The Plaintiff relies primarily, on online  
13 advertising to market its products, and services. The  
14 Plaintiff's existence is dependent, on, both, placing  
15 online advertisements to drive sales, and recording  
16 customer acquisition data, to understand the unique  
17 customer acquisition costs, associated with marketing  
18 its products, and services in the market.  
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24 The Defendant, here, Facebook Inc. is currently the  
25 only viable social networking option of notable scale  
26 for online marketing. Facebook customers, here, are  
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1 able to check a success, and effectiveness reporting  
2 tool that records the number of visits, to a specified  
3 website that occur, as a direct result of a purchase of  
4 Facebook's online advertising product. This specific  
5 success reporting tool of the Defendant's, is entitled  
6 "Ads Manager" on Facebook. The Plaintiff, here,  
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8 purchased ads on Facebook, with the sole purpose of  
9 gaining website visits, to a single specified website  
10 address, for one of the websites associated with its  
11 various business lines, on the following dates: Nov.  
12 11, 2013 Jan. 28, 2014, July 11, 2014, March 13, 2015,  
13 March 23, 2015, and May 14, 2015.  
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19 Further, the Plaintiff, here, in conjunction, also  
20 utilizes Google analytics, a tool offered by Google  
21 Inc, a third independent party to this case, on each  
22 individual website that it owns, and operates. Google  
23 Analytics, here, records all website visits, and data  
24 associated with such visits for all global online  
25 traffic generated from the Web to a specified site.  
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2       The Plaintiff, here, was shocked and outraged, to  
3 find that the Google Analytics data did not reconcile  
4 at all, with that of the data exhibited, on the  
5 Facebook Ads manager reporting tool for the duration of  
6 any of the placed Facebook marketing campaigns. In  
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8 fact, the differences in reported Website visits data  
9 were materially substantial, and significant. For the  
10 most recent campaign, the Facebook Ads manager  
11 allegedly reported website visits, to the specified  
12 site at well over 30% more than those reported, on the  
13 Google analytics, based on a campaign, in the high  
14 hundreds of dollars, with hundreds of visits purchased,  
15 as the sample size.  
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21       Moreover, the Google Analytics tool, here, records  
22 not only the site visits, as a result of Facebook  
23 marketing, but also all site visits generated from the  
24 Web. Google analytics also records visits from spam  
25 bots, and visitors that spend less than one second on  
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1 your site. Thus, the Facebook fraudulent, and grossly  
2 inflated reporting on Ads Manager, which only records  
3 visits from Facebook generated marketing, could be even  
4 higher than this +20% threshold of over inflation,  
5 which is reflected in the reporting discrepancy. The  
6 Plaintiff would estimate, here, that this alleged over  
7 inflation is **probably closer to 30%-35%** based on a  
8 logical deduction that the sites generate an amount of  
9 traffic, independent of the Facebook advertising  
10 campaigns. For instance, the Plaintiff's staff, here,  
11 visits the respective sites twice a day, just to check  
12 that the sites are functioning properly.

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19 Additionally, this alleged over inflation practice  
20 was observed for each and every campaign that was  
21 placed by the Plaintiff, and roughly at the same 30%  
22 level. This seems to allegedly be a pattern of  
23 fraudulent pattern. **Attached, for the Court are**  
24 **screenshots from identical time periods of, both, the**  
25 **Facebook Ads manager reporting page, and the Google**  
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1 analytics reporting page from the most recent campaign.

2 See Attached Exhibits of Facebook Ads Manager Screen

3 Shot vs. Google Analytics Screen Shot for the Same Time

4 Period. Both Companies update the data, on these tools  
5 on a similar basis, and there is no reasonable  
6 explanation for such a substantial inconsistency and  
7 over inflation in the reporting data.  
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12 Further, although this is just one sample period  
13 frozen in time, the Plaintiff observed a similar amount  
14 of over inflation for all campaigns, across various  
15 time periods. In fact, these snapshots were taken from  
16 the very middle of a seven day campaign, which  
17 commenced, on the evening of May 14<sup>th</sup>, 2015, and not the  
18 beginning or ending time periods. Exhibit A and  
19 Exhibit B screenshots were taken, here, at 12:15 a.m.  
20 on May 17<sup>th</sup> 2015, at the identical time, the Facebook  
21 Ads Manager displays a count of 378 clicks, at a random  
22 pricing of \$.67 a click, which was not ordered by the  
23 client, but is generated by Facebook, in contrast the  
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1 Google Analytics, which measures all traffic, including  
2 non-Facebook ad traffic reported, 320 users. *Id.*

3 Further, the Google analytics chart also reflects  
4 clicks from the start of May 14<sup>th</sup>, whereas our Facebook  
5 campaign, here, was not started until the evening of  
6 May 14<sup>th</sup>, thus there is certainly a gross  
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9 misrepresentation and over inflation, close to 30%.

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12 The Plaintiff has relied, here, on this alleged  
13 fraudulent data to make business decisions, and  
14 determine the feasibility of the market for products,  
15 and also has been allegedly overcharged for these  
16 critical business marketing services, as a result of  
17 Facebook's alleged fraudulent conduct. Moreover, the  
18 Plaintiff contends that a taking of these businesses  
19 has occurred, here, as the Plaintiff's launch depended  
20 on these online marketing campaigns, and potential  
21 success was constricted, as a result of Facebook's  
22 allegedly unfairly and fraudulently reporting, and  
23 predatory pricing practices, on services delivered.  
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2 Furthermore, the Plaintiff also believes that the  
3 Defendant may have been enticed to engage in such  
4 alleged fraud, as it possesses an illegal monopoly on  
5 online marketing, and social networking. There are no  
6 other social networking service providers, which offer  
7 such Website click marketing models, with a substantial  
8 network size, as Facebook possess. **The Plaintiff**  
9 **believes that the Defendant's illegal industry monopoly**  
10 **is a driving force, behind this fraudulent behavior.**  
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16 Lastly, the Plaintiff also alleges that the  
17 Defendant practices product tying, and **Vertical price**  
18 **fixing**, here, as it requires all customers to sign up,  
19 as social networking members and create a social  
20 networking profile, in order to access the online  
21 marketing products, offered by the Defendant.  
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26 Moreover, the Defendant also utilizes a bid for  
27 clicks model, which forces the customer to bid across  
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1 various online platforms for online marketing service,  
2 which is the very definition of product tying - the  
3 forced purchase of different products. Furthermore,  
4 the **Plaintiff is not allowed to use an online campaign,**  
5 **to market multiple products, or services, here.**  
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7 Facebook intentionally limits one brand cover picture,  
8 and website to be marketed for each respective  
9 campaign, which makes the marketing services  
10 inefficient, and unfairly costly, and is a per se  
11 example of alleged vertical price fixing.  
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16 Finally, the Plaintiff also, here, was restricted  
17 from gaining access to private capital markets, and  
18 potentially public capital markets, in order to obtain  
19 capital for its business operations, as a result of the  
20 Defendant's alleged fraudulent reporting, and inflated  
21 predatory product pricing for its online marketing  
22 services. Venture leaders rely, on these customer  
23 acquisition costs, and generated online sales, to  
24 determine whether or not to allow, a startup company,  
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1 access to capital. Thus, a taking of the Plaintiff's  
2 company has allegedly occurred, here, as a result of  
3 this improper behavior.  
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## 5 6 Claims

### 7 8 9 **I. Intentional Interference with Prospective** 10 **Economic Relations** 11

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13 The Court should probably find that the tort of  
14 Intentional interference with prospective economic  
15 advantage has been violated. In *Youst v. Longo* (1987)  
16 43 Cal.3d 64, 71, the Court held that there are "five  
17 elements for the tort of intentional interference with  
18 prospective economic advantage, are: (1) [a]n economic  
19 relationship between the plaintiff and some third  
20 party, with the probability of future economic benefit  
21 to the plaintiff; (2) the defendant's knowledge of the  
22 relationship; intentional acts on the part of the  
23 defendant designed to disrupt the relationship; (4)  
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1 actual disruption of the relationship; and (5) economic  
2 harm to the plaintiff proximately caused by the acts of  
3 the defendant." Also See *Ab Group v. Wertin*, 59 CA 4th  
4 1022, 1034. Whether or not such a relationship exists,  
5 is a question of fact for the Court to determine, and a  
6 Defendant can be liable for only having negligent  
7 knowledge of any such economic relationship. *Buckaloo*  
8 *v. Johnson*, (1975) 14C3d, 815, 830.

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13 The Defendant, here, either, knew, or had  
14 constructive notice of the fact that the Plaintiff has  
15 contractual relations, with, both, existing customers,  
16 and potential customers. The Defendant, here, offered  
17 online business marketing services, thus it is  
18 reasonable for the Court to infer, here, that the  
19 Defendant would expect this business online marketing  
20 tool to be used for contractual relations.  
21 Specifically, here, business owners use Facebook  
22 products, in order to create contractual relations with  
23 customers, through the purchase of products online.  
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1 The Plaintiff, here, used the Facebook online marketing  
2 products, to create contractual relations with  
3 purchasers of soccer, golf, men's care, and financial  
4 convenience products and services.  
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8 Moreover, there was actual damage, here, to  
9 contractual relations, and economic advantage, as the  
10 Plaintiff, here, alleges that the Defendant  
11 fraudulently conveyed the number of potential customers  
12 that were reached, as a result of the online marketing  
13 purchase on a continuous, and methodical basis.  
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17 Specifically, the Defendant, here, allegedly  
18 inflated the number of website visits reported, in  
19 excess of 20% and likely closer to 30%, which is  
20 neither, insignificant nor inadvertent. Thus, the  
21 Plaintiff, here, lost potential sales, and its economic  
22 advantage was damaged by the Plaintiff making incorrect  
23 business decisions, here, based on the alleged  
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1 fraudulent customer acquisition cost data, exhibited by  
2 Ads Manager data.  
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## 5 **II. Unfair Competition and Trade Practices**

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8 The Court should probably find that the Defendant  
9 has committed the tort of Unfair Competition and Trade  
10 practices. *Under California's Unfair Competition Law*  
11 *(UCL), Cal. Bus. of Prof. Code § 17200, et seq.* the UCL  
12 defines unfair competition as, among other things,  
13 "including any unlawful, unfair or fraudulent business  
14 act or practice and unfair, deceptive, untrue or  
15 misleading advertising." The Defendant, here, allegedly  
16 engages in monopolistic behavior, and has violated  
17 anti-trust statutes in its fraudulent conveyance of  
18 marketing services. Further, it is the sole player,  
19 here, in the social networking online marketing arena,  
20 with any significant member scale, and leverages this  
21 anti-competitive position to unduly charge customers,  
22 clandestinely price its online marketing products, and  
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1 inappropriately misrepresent actual service provided.  
2 This is a direct violation of *Section 15 U.S.C. Title*  
3 *2*, commonly known as the Sherman  
4  
5 Act.

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8 Further, the definition of monopolistic behavior is  
9 the power to "exclude competition." See *United States*  
10 *v. E.I. DuPont de Nemours & Co.*, 351 U.S. 377, 391  
11 (1956). The Defendant, here, is able to unfairly  
12 exclude competition through its predatory pricing for  
13 online marketing services, and fraudulent  
14 misrepresentations, about the success of these  
15 services. Specifically, the Defendant, here, grossly  
16 inflated the success of its online marketing products  
17 by 30%, provides no transparency on pay for click  
18 pricing, and abolishes efficiencies by requiring  
19 customers to create completely separate campaigns for  
20 individual products, and services. A customer can only  
21 enter, here, on picture and website in a campaign.  
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1 The Court can find liability, here, if the  
2 Defendant has acted in any one of the following three  
3 prong capacities: unlawfully, fraudulently, and  
4 unfairly. *State Farm Fire Cas Co. v. Superior Court*,  
5 (1996) 45 CA 4th 1093, 1104. "Unfair" is defined, as  
6 any action, which contravenes anti-trust policy or  
7 threatens competition. *Id.* Moreover, the fraudulently  
8 prong can be found to be satisfied, with any  
9 presentation that is misleading by the Defendant.  
10 *Boslina v. Home Loan Center Inc.* (2011) 198 CA 4th 230,  
11 129. Unlawful business practices can be found by the  
12 Court, simply if the Defendant has committed an act,  
13 which threatens the laws of competition. *Cal Tech*  
14 *Communications, Inc. v. Los Angeles Cellular Tel Co.*,  
15 (1999) 20 C 4th 163, 187.  
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23 The Defendant, here, violated this Unfair business  
24 tort, as clearly the prong of misleading, and  
25 fraudulent representations in marketing, is satisfied,  
26 here, through the Defendant's exhibited alleged gross  
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1 over inflation of website visits, as a result of its  
2 online marketing services. *Boslina v.* See Attached  
3 *Exhibit*. Specifically, the alleged misrepresentation  
4 and inflation of website clicks on the Defendant's Ads  
5 Manager page. This behavior, here, has been shown to  
6 be systematic, and continuous, as the Plaintiff alleges  
7 that all purchased campaigns, demonstrated, this  
8 fraudulent reporting, and the presence of material  
9 discrepancies between, Ads Manager, and Google  
10 Analytics.  
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16 Further, the Court, here, can also see that the  
17 Defendant has engaged in behavior, with the intention  
18 of "excluding competition," through allegedly  
19 exaggerating, here, the effectiveness, and success of  
20 its online marketing products, and fraudulently  
21 manipulating, the customer acquisition data, sent to  
22 Facebook customers. *State Farm v.* See Attached  
23 *Exhibits*. Further, the Defendant also has created a  
24 predatory pricing structure, here, through its non-  
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1 transparent bid for clicks pricing model, and has  
2 unfairly raised prices on unsuspecting customers, here,  
3 as a direct result of its alleged fraudulent  
4 conveyances. The Court has a duty, here, to protect  
5 the public from monopolistic companies that allegedly  
6 take advantage of their position, to inflate results,  
7 and overcharge customers for services in order to  
8 remain illegally dominant in the marketplace. *Id.*  
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15 **III. Intentional Interference with Contractual**  
16 **Relations**  
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19 The Court should probably find that the defendant  
20 committed the tort of Intentional Interference with  
21 Contractual Relations, *Leasing Corp. v. Geltman*, 406  
22 Mass. 811, 812, 551 N.E.2d 20 n. 6 (Mass. 1990), the  
23 Court held that a party is liable for intentional  
24 interference with contractual relations, if a valid  
25 contract existed, that defendant had knowledge of the  
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1 contract, that defendant acted intentionally and  
2 improperly, and that plaintiff was injured by the  
3 defendant's actions.  
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6 In this case, there was an intentional interference  
7 with contractual relations, here, because the Defendant  
8 probably had constructive notice of contractual  
9 relations. The Defendant, here, offered an online  
10 marketing tool for business owners, and for the sole  
11 purpose of creating contractual relations with e-  
12 commerce customers. *Id.* The Contractual relations,  
13 here, were valid, as they were relations for consumer  
14 products, and services, and the Plaintiff, here,  
15 allegedly was injured by the Defendant, as a direct  
16 result of the Defendant's fraudulent behavior and  
17 alleged misrepresentation of its delivery of marketing  
18 services. *Id.* The Plaintiff, here, had its businesses  
19 damaged, as a direct result of being sent improper  
20 customer acquisition data, overpaying for online  
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1 marketing services, and making improper business  
2 decisions, based on the alleged improper data.

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5 Moreover, such allegedly fraudulent data also  
6 materially affected, here, the Plaintiff's ability to  
7 access private capital markets, and potentially public  
8 capital markets, to obtain capital for ongoing business  
9 purposes. The Plaintiff, here, was improperly denied  
10 access to customers for potential sales of products,  
11 and was potentially denied institutional funding, based  
12 on alleged improperly reported customer acquisition  
13 data. Hence, the Court, here, can determine that a  
14 taking of the Plaintiff's business has occurred, as a  
15 direct result of the Defendant's alleged improper  
16 pricing, fraudulent conveyances, and non-delivery of  
17 undeniably critical online marketing services.  
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#### 24 **IV. Negligence**

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1 The Court should probably, here, find that the  
2 Defendant committed the tort of Negligence. In *U.S. v.*  
3 *Carroll Towing Co.*, 159 F.2d 169, 174 (2nd Circuit  
4 1947), the Court ruled that a Defendant, here, is  
5 liable for Negligence if the risk outweighed the burden  
6 of prevention of the obstruction. In this case, the  
7 Defendant, here, should have known that its alleged  
8 monopolistic behavior, and alleged fraudulent  
9 conveyances, would materially affect small business  
10 owners. *Id.*  
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16 The Defendant, here, has a duty to check and see if  
17 its online marketing products are working properly, and  
18 as advertised to the consumer. In fact, the Plaintiff,  
19 here, could not imagine a more important business  
20 investment for a social networking company, which  
21 relies primarily on online marketing for revenue, than  
22 a checks and balance system for the accurate delivery  
23 and reporting of online marketing services. Moreover,  
24 the Defendant, here, possesses tens of billions of  
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1 dollars, thus the burden of investing in system to  
2 ensure that customers are not receiving fraudulent  
3 service, does not outweigh the risk of obstruction,  
4 here, which is global damage to the businesses of  
5 customers. Specifically, here, the Defendant was  
6 negligent in its operation of Ads Manager, and in  
7 fraudulently conveying grossly inflated success rates,  
8 in conjunction, with amorphous, and non-transparent  
9 pricing schemes. *See Attached Exhibits.* The  
10 Defendant, here, did not provide the Plaintiff with a  
11 price per click for the campaign on initiation and then  
12 proceeded to fraudulently misrepresent the number of  
13 customers that the products, drove to the Plaintiff's  
14 business websites. The Court, here, should probably  
15 find that the Defendant was negligent, and protect the  
16 public from such injustices in the future.  
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## 24 **V. Vertical and Horizontal Price Fixing**

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1 The Defendant should probably be found to have  
2 violated the tort of Vertical and Horizontal price  
3 fixing. A Defendant should be found liable for any  
4 action that adversely affects the marketplace, and  
5 competition, without legal justification. *Marin Country*  
6 *Bd. Of Realtors Inc. v. Palsson*, (1976) 16 C 3d 920,  
7 930, 931. See also *Custom Kitchen v. Owens-Illinois*  
8 *Inc.*, (1987) 191 CA 3d 1341. Moreover, a Defendant can  
9 also be found liable for the tort for "tying" products,  
10 under *California Business and Practices Code Section*  
11 *16727*. This is where a Defendant forces a customer, to  
12 purchase a separate product concurrently, with another  
13 product which is marginally distinct. *Id.* In *Freeman v.*  
14 *San Diego Ass'n of Realtors*, (1999) 77 CA 4th 171, 188,  
15 189, the Court found liability for the Defendant  
16 interfering, with the distributor's ability to set,  
17 raise, or maintain prices through the manipulation of  
18 capacity. Also See *Kowlong v. Dow Jones & Co. Inc.*  
19 (1982) 137 CA 3d 709. Finally, the Court has upheld  
20 this law on many occasions and recently in an analogous  
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1 case, upheld a government fine of close to \$300MM for a  
2 tech company illegally inflating the price of DRAM  
3 products, to their customers. See *State of California*  
4 *v. Infineone Tech.*, 2010 WL 3411378 (N.D. Cal.)  
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8 The Defendant, here, should be found liable of the  
9 tort of price fixing because like in *Freeman v.*, and  
10 *State of California v.*, the Defendant constrained  
11 trade, and affected the market through allegedly  
12 grossly inflating the results of its online marketing  
13 product, and engaging in Vertical price fixing in the  
14 sales of its online products. Specifically, the  
15 Defendant, here, allegedly represented that it had  
16 delivered more website visits from potential customers  
17 than it actually had, to the Plaintiff, and thus  
18 allegedly inappropriately charged for these online  
19 marketing services. See *Attached Exhibits*.  
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26 Further, the Defendant, here, engages in Vertical  
27 price fixing. Specifically, here, the Defendant  
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1 constrains capacity, like in *Freeman v.*, as a Plaintiff  
2 is unable to determine how much it will cost to obtain  
3 a click for its business website upon purchase of  
4 Defendant's marketing products, and the Plaintiff is  
5 constrained from marketing multiple products, within a  
6 single campaign. The Defendant, here, operates a  
7 clandestine bid system, which generates inequitable  
8 prices per Website click across customers, and its Ads  
9 creation tool, here, does not allow customers to add  
10 additional pictures or websites to a purchased  
11 campaign. This monopolistic behavior creates market  
12 inefficiencies, and capitalizes on the fact that other  
13 social networking sites of Facebook's scale, neither,  
14 exist, nor offer such online marketing services.  
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22 Moreover, the Defendant should also be found to  
23 have violated the tort of Price Fixing, here, as the  
24 Defendant engages, in product tying. *California*  
25 *Business and Practices Code Section 16727.* The  
26 Defendant, here, required the Plaintiff's staff to sign  
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1 up, and create a profile in its social networking  
2 business, in order to gain access to its online  
3 marketing products. The Plaintiff, here, was not able,  
4 to purchase the online marketing products, without this  
5 social networking sign up. This is product tying per  
6 se, as the Plaintiff staff, here, was forced to sign up  
7 for Facebook, in order to access the Defendant's online  
8 marketing products.  
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13 Lastly, the Defendant, here, as mentioned above,  
14 also provides online marketing products only, in a bid  
15 format, where a customer bids for clicks in a non-  
16 transparent virtual online market. This bidding  
17 pricing structure, here, also constitutes product  
18 tying, as the Plaintiff, here, allegedly is required to  
19 make bids on a variety of different, and distinct,  
20 online platforms, in order to obtain potential website  
21 clicks, thus bids on multiple types of online marketing  
22 platforms are unduly being forced, on all of the  
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1 Defendant's customers, as a result of the Defendant's  
2 predatory pricing schemes.

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5 Moreover, such a bidding format, here, as also  
6 mentioned above, does not provide for the Defendant to  
7 commit to the cost per click of an online ad, rather  
8 the customer is told through the Ad manager what price  
9 per click is charged to the customer, based on  
10 Facebook's magical bid system. *See Attached Exhibits.*

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12 If the Ads Manager, here, demonstrates fraudulent  
13 conveyances, regarding clicks, then the Court should  
14 also consider, here, the Defendant's non transparent  
15 and inequitable pricing model, to aid in the fraud.

16 This is per se Vertical price fixing. The Defendant is  
17 constricting trade, and altering market forces by  
18 charging individual customers different respective  
19 prices for online marketing services, on a per click  
20 basis. Perhaps, some content warrants a higher  
21 marketing click price, but the pricing should still be  
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1 uniform for customers, either, across intended  
2 industries, or, target audiences.  
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5 The Court, here, should find that the Defendant  
6 allegedly purposefully engages, in constrictive and  
7 fraudulent marketing behavior, whose sole purpose,  
8 here, is to extort unduly earned money from its  
9 customers, inflate the success of its offered services,  
10 and solidify, its impenetrable industry monopoly on  
11 online social networking marketing. The Court has a  
12 duty to protect the public, and not allow Facebook to  
13 continue to engage, in an alleged predatory price  
14 fixing scheme, which capitalizes on its monopoly, and  
15 also emboldens the Defendant, to engage in alleged  
16 fraudulent conveyances of the success of its products.  
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21 **Such Fraudulent conveyances of bid clicks, in turn, are**  
22 **further increasing, the actual costs associated, with**  
23 **the Defendant's illegal price schemes.** The Defendant  
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25 will continue to cause takings, here, of startup  
26 companies, which rely heavily on the Defendant's  
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1 alleged marketing services, unless the Court, here,  
2 steps in, and sends Facebook a message, about these  
3 Unfair business, and price fixing practices.  
4

5  
6 **Request for Jury Trial**  
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8  
9 The Plaintiff, here, requests the Court to grant a Jury  
10 trial, pursuant to *Rule 38 FRCP*.  
11

12  
13 **Request for Relief**  
14

15  
16 Plaintiff seeks U.S. \$278 million, in compensatory  
17 damages for the damage to, and taking of its business  
18 property, and the damage to all exiting, and potential  
19 relations with Plaintiff's customers. Also, in *Waits v.*  
20 *Frito Lay, Inc.* 978 F.2d 1093 (9th Cir. 1992), the  
21 Court held that punitive damages are available where it  
22 is proven by clear and convincing evidence that the  
23 Defendant is guilty of either, fraud, or malice. The  
24 Defendant, here, clearly engages, in fraud through the  
25  
26  
27  
28

1 alleged fraudulent conveyance of the website clicks  
2 generated by its Online marketing products, and gross  
3 predatory product pricing, thus punitive relief should  
4 be duly granted, in the amount of U.S. \$200 million,  
5 and a total of U.S. \$478 million, should be awarded in  
6 damages.  
7  
8

9  
10  
11 Respectfully submitted,

12  
13 /s/ Benjamin Woodhouse  
14 Benjamin Woodhouse esq.  
15 Havensight Capital LLC  
16 #5 Company St.  
17 Christiansted, VI 00820  
18 805 478 1958  
19 California Bar #261361  
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