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2 Raoul J. Severo, Esq. [S.B. #78104]
3 Severo, LLP
4 500 N. Central Ave, Suite 210
5 Glendale, CA 91203
6 (855) 216-3990
7 Attorney for Plaintiff

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT COURT OF CALIFORNIA

10 MICKEY LACOSTE,

11 Plaintiff,

12 vs.

13 INSTAGRAM, INC., A
14 DELAWARE CORPORATION,

15 and

16 FACEBOOK, INC., A DELAWARE
17 CORPORATION

18 Defendants.
19
20

}Case No.:

}COMPLAINT FOR DAMAGES FOR
}TORTIOUS INTENTIONAL
}INTERFERENCE WITH
}CONTRACTUAL RELATIONS AND
}INTENTIONAL INTERFERENCE
}WITH PROSPECTIVE ECONOMIC
}ADVANTAGE

}REQUEST FOR INJUNCTIVE RELIEF

DEMAND FOR A JURY TRIAL

21 **Jurisdiction**

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23 1. This court has jurisdiction pursuant to 28 U.S.C. § 1332 because there
24 is diversity of citizenship between the parties and the amount in controversy is
25 greater than \$75,000.
26

27
28 Complaint

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2 **Venue**

3 2. This Court is the proper venue pursuant to 28 U.S.C. § 1391 because a
4 substantial part of the events or omissions giving rise to the claims occurred
5 within this district and a substantial part of property that is the subject of the
6 action is situated in this district.
7

8 **Parties**

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10 3. Plaintiff, Mickey Lacoste, is a citizen of California and resides at 5440
11 Tujunga Ave #1008 North Hollywood CA 91601.
12

13 4. Defendant, Instagram, LLC, upon information and belief, is a limited
14 liability corporation whose articles of incorporation are filed in the state of
15 Delaware and is a citizen of the state of Delaware.
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17 5. Defendant, Facebook, Inc., upon information and belief, is a
18 corporation whose articles of incorporation are filed in the state of Delaware
19 and is a citizen of the state of Delaware.
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21 **Statement of Facts**

22 6. Plaintiff operates a sole proprietorship at his personal residence in the
23 state of California.
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2 7. Plaintiff's business sells various pieces of lingerie and other apparel,
3 using social media accounts and relationships with social media users and
4 accounts to advertise and promote the business.
5

6 8. Plaintiff operated Instagram accounts with the names of
7 "Nymphokitty," "CallofBody," and "FreakyCuddl3s" for the purpose of
8 advertising and promoting his business.
9

10 9. Additionally, Plaintiff had contracts with Instagram users, including
11 the accounts and users "Cloutgods," "Omniqne Design," "Malu Marketing,"
12 "Purpp," "Amy Lazard," "Nikki Parimore," and "Anilsa Arias" to post content
13 that would draw attention to Plaintiff's business and products and draw online
14 traffic to Plaintiff's accounts and business.
15

16
17 10. Defendant Instagram is a social media service which is owned by
18 Defendant Facebook, Inc.
19

20 11. Defendant does not allow users to post images or other content
21 displaying nudity.
22

23 12. Despite the fact that none of Plaintiff's posts contain nudity, Plaintiff's
24 accounts have been continually taken down or suspended, allegedly in violation
25 of Instagram's terms and conditions of use.
26

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2 13. Defendant's decision to take down or suspend Plaintiff's accounts
3 disrupted Plaintiff's ability to fulfill his contractual obligations and to advertise
4 and promote his business.
5

6 14. On multiple occasions, Plaintiff engaged with Defendants' staff and
7 employees in attempts to ensure that his accounts conformed to Defendants'
8 stated terms and conditions of use.
9

10 15. During conversations with Defendants' staff and employees Plaintiff
11 made clear the existence of his contracts and business relationships, and the
12 fact that the suspension of his accounts had adversely affected his ability to
13 fulfill and continue these contracts and relationships.
14

15 16. Defendants sent Plaintiff communications that the content that
16 Defendants believed violated the terms and conditions of use would be deleted
17 from his account before the account would be reactivated.
18

19 17. However, within 48 hours of when Plaintiff's accounts would be
20 activated, Defendants would again deactivate or suspend the accounts.
21

22 18. Because Defendants were arbitrarily suspending and deactivating his
23 accounts, Plaintiff investigated to determine whether his accounts would be
24 suspended or deactivated even if he did not make any posts, and learned that
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2 Defendants suspended or deactivated the accounts even if he did not post new
3 content to the accounts.

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5 19. Plaintiff identified Instagram accounts that were posting more
6 sexually suggestive content than his accounts did, and Plaintiff would report to
7 Defendants those accounts were violating the terms and conditions of use.

8
9 20. Defendants notified Plaintiff that the posts and accounts that Plaintiff
10 had reported were not in violation of the terms and conditions of use.

11
12 21. In trying to reactive and un-suspend his accounts, Plaintiff provided
13 copies of the other posts and accounts, screenshots of his reports, and
14 Defendants' responses that the other accounts were not in violation of
15 Defendants' terms and conditions of use.

16
17 22. Still, Defendants arbitrarily continued to find that Plaintiff's accounts
18 violated Defendants' terms and conditions of use despite the fact that
19 Defendants concluded that other content, which plainly violated Defendants'
20 terms and conditions, did not.

21
22 23. Defendants have arbitrarily suspended and deactivated Plaintiff's
23 accounts while enforcing its terms and conditions of use in a non-content
24 neutral manner.
25

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2 24. Defendants' arbitrary behavior is willful, intentional and has
3 prevented Plaintiff from the legal, permissible use of his social media accounts
4 to promote, advertise and operate his business, causing damages to Plaintiff.
5

6 **Count I**

7 **Intentional Interference with Prospective Economic Advantage**

8
9 25. Plaintiff realleges paragraphs 1 through 25.

10 26. Plaintiff alleges that Defendants' conduct, as alleged above
11 intentionally and willfully disrupted Plaintiff's prospective economic advantage
12 in maintaining his business relationships with Instagram accounts and users
13 "Cloutgods," "OmniQue Design," "Malu Marketing," "Purpp," "Amy Lazard,"
14 "Nikki Parimore," and "Anilsa Arias" and maintaining a consistent stream of
15 clients and revenue.
16
17

18 27. Plaintiff alleges that he was in an economic relationship with
19 Instagram accounts and users "Cloutgods," "OmniQue Design," "Malu
20 Marketing," "Purpp," "Amy Lazard," "Nikki Parimore," and "Anilsa Arias" that
21 would have resulted in economic benefit to Plaintiff:
22
23

24 28. Plaintiff alleges that Defendants knew of the economic relationship
25 between Plaintiff and Instagram accounts and users "Cloutgods," "OmniQue
26

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2 Design,” “Malu Marketing,” “Purpp,” “Amy Lazard,” “Nikki Parimore,” and
3 “Anilsa Arias.”

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5 29. Plaintiff alleges that Defendants engaged in the arbitrary, intentional
6 and wrongful act of suspending or deactivating Plaintiff’s accounts.

7
8 30. Plaintiff alleges that by engaging in this conduct, Defendants
9 intended to disrupt the relationships or knew that disruption of the
10 relationships was certain or substantially certain to occur as a result of
11 Defendants’ wrongful acts.

12
13 31. Plaintiff alleges that the Plaintiff’s business relationship was
14 disrupted, that Plaintiff was harmed, and that Defendants’ conduct was a
15 substantial factor in causing the harm.

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17 32. As a direct, proximate, and foreseeable result of Defendants’ arbitrary
18 and wrongful conduct as alleged above, Plaintiff has suffered damages in an
19 amount to be proven at trial, but no less than \$500,000. Plaintiff will seek
20 leave of Court to amend this Complaint to set forth the exact amount of
21 damages when they have been ascertained.

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23 33. As a direct, proximate and foreseeable result of Defendants’ conduct
24 as alleged above, Plaintiff has suffered damages in an amount to be proven at
25 trial, and which Plaintiff is informed and believes exceeds the amount in
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2 controversy threshold for federal diversity jurisdiction, and Plaintiff will seek
3 leave of Court to amend this Complaint to set for the exact amount of damages
4 when they have been ascertained.
5

6 34. Plaintiff alleges that Defendants have acted with malice and intent
7 and have deliberately and intentionally caused economic harm to Plaintiff with
8 full knowledge of the wrongfulness of Defendants' conduct. Plaintiff further
9 alleges that Defendants' conduct was arbitrary, despicable, carried out by
10 Defendants with a willful and conscious disregard for Plaintiff's rights, and
11 subjected plaintiff to unjust hardship. Therefore, Plaintiff should be awarded
12 punitive and exemplary damages sufficient to punish Defendants for engaging
13 in this wrongful conduct and to deter similar conduct on their part in the
14 future.
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18 35. Plaintiff believes and alleges that Defendants' arbitrary and illegal
19 acts as described above are a serious and continuing threat to Plaintiff's
20 financial health. If Defendants are allowed to continue their wrongful acts,
21 Plaintiff will suffer further immediate and irreparable injury, loss, and damage.
22 Plaintiff is further informed and believes, and based thereon alleges that, in the
23 absence of preliminary and permanent injunctions as prayed for below
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2 Defendants will continue to violate Plaintiff's rights by engaging in the conduct
3 alleged above.

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5 **Count II**

6 **Intentional Interference with Contractual Relations**

7 36. Plaintiff realleges paragraphs 1 through 35.

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9 37. Plaintiff alleges that, at all times relevant herein, Defendants were
10 aware of and had knowledge of Plaintiff's contractual relationships with
11 Instagram accounts and users "Cloutgods," "OmniQue Design," "Malu
12 Marketing," "Purpp," "Amy Lazard," "Nikki Parimore," and "Anilsa Arias."
13

14 38. Plaintiff alleges that by their arbitrary, unjustified and unprivileged
15 conduct, as alleged above, Defendants' intended to and did in fact disrupt the
16 contractual relationships between Plaintiff and Instagram accounts and users
17 "Cloutgods," "OmniQue Design," "Malu Marketing," "Purpp," "Amy Lazard,"
18 "Nikki Parimore," and "Anilsa Arias."
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21 39. Plaintiff alleges that there were contractual agreements between
22 Plaintiff and Instagram accounts and users "Cloutgods," "OmniQue Design,"
23 "Malu Marketing," "Purpp," "Amy Lazard," "Nikki Parimore," and "Anilsa
24 Arias."
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2 40. Plaintiff alleges that Defendants knew of the contractual agreements
3 between Plaintiff and Instagram accounts and users “Cloutgods,” “OmniQue
4 Design,” “Malu Marketing,” “Purpp,” “Amy Lazard,” “Nikki Parimore,” and
5 “Anilsa Arias.”
6

7 41. Plaintiff alleges that Defendants’ arbitrary and wrongful conduct
8 prevented performance of the contractual agreements.
9

10 42. Plaintiff alleges that Defendants intended to disrupt the performance
11 of this contractual agreement or knew that disruption of performance was
12 certain or substantially certain to occur.
13

14 43. Plaintiff alleges that that he was harmed and that Defendants’
15 conduct was a substantial factor in causing Plaintiff’s harm.
16

17 44. As a direct, proximate, and foreseeable result of Defendants’ arbitrary
18 and wrongful conduct as alleged above, Plaintiff has suffered damages in an
19 amount to be proven at trial, but no less than \$500,000. Plaintiff will seek
20 leave of Court to amend this Complaint to set forth the exact amount of
21 damages when they have been ascertained.
22
23

24 45. As a direct, proximate and foreseeable result of Defendants’ conduct
25 as alleged above, Plaintiff has suffered damages in an amount to be proven at
26 trial, and which Plaintiff is informed and believes exceeds the amount in
27

1
2 controversy threshold for federal diversity jurisdiction, and Plaintiff will seek
3 leave of Court to amend this Complaint to set for the exact amount of damages
4 when they have been ascertained.
5

6 46. Plaintiff alleges that Defendants have acted with malice and intent
7 and have deliberately and intentionally caused economic harm to Plaintiff with
8 full knowledge of the wrongfulness of Defendants' conduct. Plaintiff further
9 alleges that Defendants' conduct was arbitrary, despicable, carried out by
10 Defendants with a willful and conscious disregard for Plaintiff's rights, and
11 subjected plaintiff to unjust hardship. Therefore, Plaintiff should be awarded
12 punitive and exemplary damages sufficient to punish Defendant for engaging
13 in this wrongful conduct and to deter similar conduct on their part in the
14 future.
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18 47. Plaintiff believes and alleges that Defendants' arbitrary and illegal
19 acts as described above are a serious and continuing threat to Plaintiff's
20 financial health. If Defendants are allowed to continue his wrongful acts,
21 Plaintiff will suffer further immediate and irreparable injury, loss, and damage.
22 Plaintiff is further informed and believes, and based thereon alleges that, in the
23 absence of preliminary and permanent injunctions as prayed for below
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2 Defendants will continue to violate Plaintiffs rights by engaging in the conduct
3 alleged above.

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5 **Request for Relief**

6 WHEREFORE, the Plaintiff requests:

7 48. As to the first and second causes of action, for compensatory
8 damages, including general and special damages, according to proof, in the
9 amount of \$500,000;
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11 49. As to the first and second causes of action, temporary injunctive
12 relief, pending this litigation, barring Defendants and their agents, employees,
13 assigns, and representatives, from arbitrarily and improperly suspending or
14 deactivating Plaintiff's Instagram accounts;
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16 50. As to the first and second causes of action, preliminary and
17 permanent injunctive relief, barring Defendants and their agents, employees,
18 assigns, and representatives, from arbitrarily and improperly suspending or
19 deactivating Plaintiff's Instagram accounts;
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21 51. As to the first and second causes of action, for punitive and exemplary
22 damages, according to proof at trial;
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24 52. As to the first and second causes of action, for prejudgment interest at
25 the maximum legal rate;
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53. For costs of suit incurred herein;


54. For attorney's fees as permitted by law; and

55. Any further relief which the Court may deem appropriate.

Demand for Jury Trial

56. Plaintiff hereby requests a jury trial on all issues raised in this complaint.

5/14/2020
(Dated)

By: 
Raoul Severo, Esq.
Attorney for Plaintiff