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9 Attorneys for Plaintiffs  
 10 FACEBOOK, INC. and INSTAGRAM, LLC

11 **UNITED STATES DISTRICT COURT**  
 12 **NORTHERN DISTRICT OF CALIFORNIA**  
 13 **SAN FRANCISCO DIVISION**

14 FACEBOOK, INC., a Delaware  
 15 corporation, and INSTAGRAM, LLC, a  
 16 Delaware limited liability company,

CASE NO.: 3:20-CV-06023

**COMPLAINT; DEMAND FOR JURY TRIAL**

17 Plaintiffs,

18 v.

19  
 20 NIKOLAY HOLPER,  
 aka "Nikolai Holper,"  
 21 d/b/a Nakrutka,

22 Defendant.  
 23

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1 Plaintiffs Facebook, Inc. (“Facebook”) and Instagram, LLC (“Instagram”) assert  
2 the following:

3 **INTRODUCTION**

4 1. Since at least as early as June 26, 2017, and continuing to the date of this  
5 filing, Defendant Nikolay Holper, doing business as “Nakrutka,” has operated an  
6 unlawful business designed to artificially inflate the “likes,” “comments,” “views,”  
7 and “followers” of Instagram accounts (“fake engagement”). Defendant used a  
8 network of computers or “bots” and Instagram accounts to deliver automated likes to  
9 his customers’ Instagram accounts and promoted his fake engagement service using  
10 infringing Instagram marks, in violation of Instagram’s Terms of Use (“TOU”)<sup>1</sup>,  
11 Community Guidelines<sup>2</sup>, and California and federal law. Defendant interfered and  
12 continues to interfere with Instagram’s service, created an inauthentic experience of  
13 Instagram users, and attempted to fraudulently influence Instagram users for his own  
14 enrichment. Facebook and Instagram bring this action for injunctive relief to stop any  
15 continued and future misuse of their platforms by Defendant in violation of  
16 Instagram’s TOU and Community Guidelines; to obtain compensatory, punitive, and  
17 exemplary damages under California Penal Code § 502 and the Computer Fraud and  
18 Abuse Act, 18 U.S.C. § 1030; and to obtain damages and injunctive relief to stop  
19 Defendant’s ongoing unlawful and harmful conduct, pursuant to the Lanham Act, 15  
20 U.S.C. §§ 1114, 1125.

21 **PARTIES**

22 2. Plaintiff Facebook is a Delaware corporation with its principal place of  
23 business in Menlo Park, California.

24  
25  
26  
27 <sup>1</sup> Instagram TOU can be found at <https://help.instagram.com/581066165581870>.

28 <sup>2</sup> Instagram Community Guidelines can be found at  
<https://help.instagram.com/477434105621119>.

1 3. Plaintiff Instagram is a Delaware limited liability company with its  
2 principal place of business in Menlo Park, California. Instagram is a subsidiary of  
3 Facebook.

4 4. Defendant Holper is a resident of Minsk, Belarus. Defendant is the  
5 owner of the Nakrutka fake engagement service. As early as 2017, Defendant used  
6 various websites to promote the Nakrutka service, including nakrutka.by, nakrutka.cc,  
7 and nakrutka.com (collectively, the “Nakrutka Websites”). Exhibit 1.<sup>3</sup>

8 **JURISDICTION AND VENUE**

9 5. The Court has federal question jurisdiction over the federal causes of  
10 action alleged in this Complaint pursuant to 28 U.S.C. § 1331.

11 6. The Court has supplemental jurisdiction over the state law causes of  
12 action alleged in this Complaint pursuant to 28 U.S.C. § 1367 because these claims  
13 arise out of the same nucleus of operative fact as Facebook and Instagram’s federal  
14 claim.

15 7. In addition, the Court has jurisdiction over all the causes of action alleged  
16 in this Complaint pursuant to 28 U.S.C. § 1332 because complete diversity between  
17 the Plaintiffs and the named Defendant exists, and because the amount in controversy  
18 exceeds \$75,000.

19 8. The Court has personal jurisdiction over Defendant because Defendant  
20 personally used Instagram, his business used thousands of Instagram accounts, and,  
21 accordingly, he agreed to Instagram’s TOU. Instagram’s TOU require Defendant to  
22 submit to the personal jurisdiction of this Court for litigating any claim, cause of  
23 action, or dispute with Instagram.

24 9. In addition, the Court has personal jurisdiction because Defendant  
25 knowingly directed his actions at Facebook and Instagram, which have their principal  
26 place of business in California. For example, Defendant’s entire business model

27 \_\_\_\_\_  
28 <sup>3</sup> Exhibit Nos. 1, 4-5 and 7 reflect machine translations using open source tooling to  
convert Russian text to English.

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1 depends on accessing and using Instagram to artificially manipulate Instagram  
2 accounts in exchange for money and Defendant has promoted his unlawful business  
3 using infringing Instagram marks. Defendant also transacted business and engaged in  
4 commerce in California, including providing fake engagement services to users  
5 located in California. Plaintiffs’ claims arise directly from all of these California  
6 contacts.

7 10. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b),  
8 as the threatened and actual harm to Facebook and Instagram occurred in this District.  
9 Venue is also proper with respect to Defendant pursuant to 28 U.S.C. §1391(c)(3)  
10 because no defendant resides in the United States.

11 11. Pursuant to Civil L.R. 3-2(c), this case may be assigned to either the San  
12 Francisco or Oakland division because Facebook and Instagram are located in San  
13 Mateo County.

14 **FACTUAL ALLEGATIONS**

15 **A. Background on Facebook and Instagram**

16 12. Facebook is a social networking website and mobile application that  
17 enables its users to create their own personal profiles and connect with each other on  
18 their personal computers and mobile devices. As of March 2020, Facebook daily  
19 active users averaged 1.73 billion and monthly active users averaged 2.6 billion,  
20 worldwide. Facebook has several products, including Instagram.

21 13. Instagram is a photo and video sharing service, mobile application, and  
22 social network. Instagram users can post photos and videos to their profile. They can  
23 also view, comment on, and like posts shared by others on Instagram. As of 2020,  
24 Instagram had over one billion active accounts, worldwide.

25 14. When an Instagram user posts a photo, other Instagram users can view  
26 the photo and choose to “like” or “comment” on it. For private accounts, followers of  
27 the account can see the post. For public accounts, anyone can see the post. When a  
28 photo is liked or commented on, that like or comment can be seen by anyone who can

1 see the post. For marketing and other commercial purposes, certain Instagram users  
 2 strive to increase the number of followers, views, likes, and comments they receive to  
 3 increase their visibility and popularity on Instagram.

4 15. Instagram users can gain followers, views, likes, and comments, but only  
 5 from other registered Instagram users. If a visitor to Instagram does not have an  
 6 Instagram account and tries to like or comment a post, the visitor is redirected to the  
 7 Instagram login page to enter their Instagram credentials or to create a new Instagram  
 8 account.

9 16. Everyone who uses Instagram agrees to Instagram’s TOU and other rules  
 10 that govern access to and use of Instagram, including Instagram’s Community  
 11 Guidelines. The Instagram TOU state that because Instagram is a Facebook product,  
 12 the Instagram TOU constitute an agreement between the Instagram users and  
 13 Facebook.

14 17. Since at least April 2018, Instagram’s TOU prohibit users from (a)  
 15 “do[ing] anything unlawful, misleading, or fraudulent or for an illegal or unauthorized  
 16 purpose;” (b) “interfer[ing] or impair[ing] the intended operation of [Instagram];” (c)  
 17 “attempt[ing] to buy, sell, or transfer any aspect of [an Instagram] account;” (d)  
 18 “creating accounts or collecting information in an automated way . . . ;” and (e)  
 19 “violat[ing] (or help[ing] or encourag[ing] others to violate) [Instagram] terms or their  
 20 policies including . . . the Instagram Community Guidelines.”

21 18. In addition, Instagram’s TOU require users to “use [Instagram’s]  
 22 intellectual property and trademarks or similar marks,” only “as expressly permitted  
 23 by [Instagram’s] Brand Guidelines<sup>4</sup> or with [] prior written permission.” The Brand  
 24 Guidelines prohibit using the marks in a way that “[m]akes the Instagram brand the  
 25 most distinctive or prominent feature,” “[i]mplies partnership, sponsorship or  
 26 endorsement,” or “combine[s] ‘Insta’ or ‘gram’ with [the user’s] own brand.”  
 27  
 28

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<sup>4</sup> Instagram Brand Guidelines can be found at <https://en.instagram-brand.com/>.

1 19. Instagram’s Community Guidelines prohibit users from “artificially  
2 collecting likes, followers, or shares,” and “create[ing] accounts for the purpose of  
3 violating [Instagram’s] guidelines.”

4 **B. Defendant Infringed Instagram’s Registered Trademarks**

5 20. Instagram owns the exclusive rights to the highly distinctive  
6 INSTAGRAM word mark, having used the mark in connection with its goods and  
7 services as early as 2010.

8 21. In addition to its extensive common law rights, Instagram owns  
9 numerous United States registrations for the INSTAGRAM word mark, including:

- 10 1. United States Registration Number 4,822,600;
- 11 2. United States Registration Number 4,146,057;
- 12 3. United States Registration Number 4,756,754;
- 13 4. United States Registration Number 4,863,595;
- 14 5. United States Registration Number 4,863,594;
- 15 6. United States Registration Number 5,566,030;
- 16 7. United States Registration Number 4,170,675; and
- 17 8. United States Registration Number 4,827,509.

18 22. Copies of these registration certificates are attached to this Complaint as  
19 Exhibit 2. Instagram’s common law and registered trademark rights are collectively  
20 referred to as the “Instagram Trademarks” or “Instagram’s Trademarks.”

21 23. In or about January 2020, Plaintiffs learned that, beginning no later than  
22 2017, Defendant had registered, trafficked, and used the domain instagram.by, which  
23 is identical or confusingly similar to the Instagram Trademarks. Exhibit 3.

24 24. Instagram’s use of the Instagram Trademarks in interstate commerce has  
25 been extensive, continuous, and substantially exclusive. Instagram has made, and  
26 continues to make, a substantial investment of time and effort in the promotion of  
27 Instagram and the Instagram Trademarks. Through Instagram’s widespread use of the  
28 Instagram Trademarks, extensive and continuous media coverage, the high degree of

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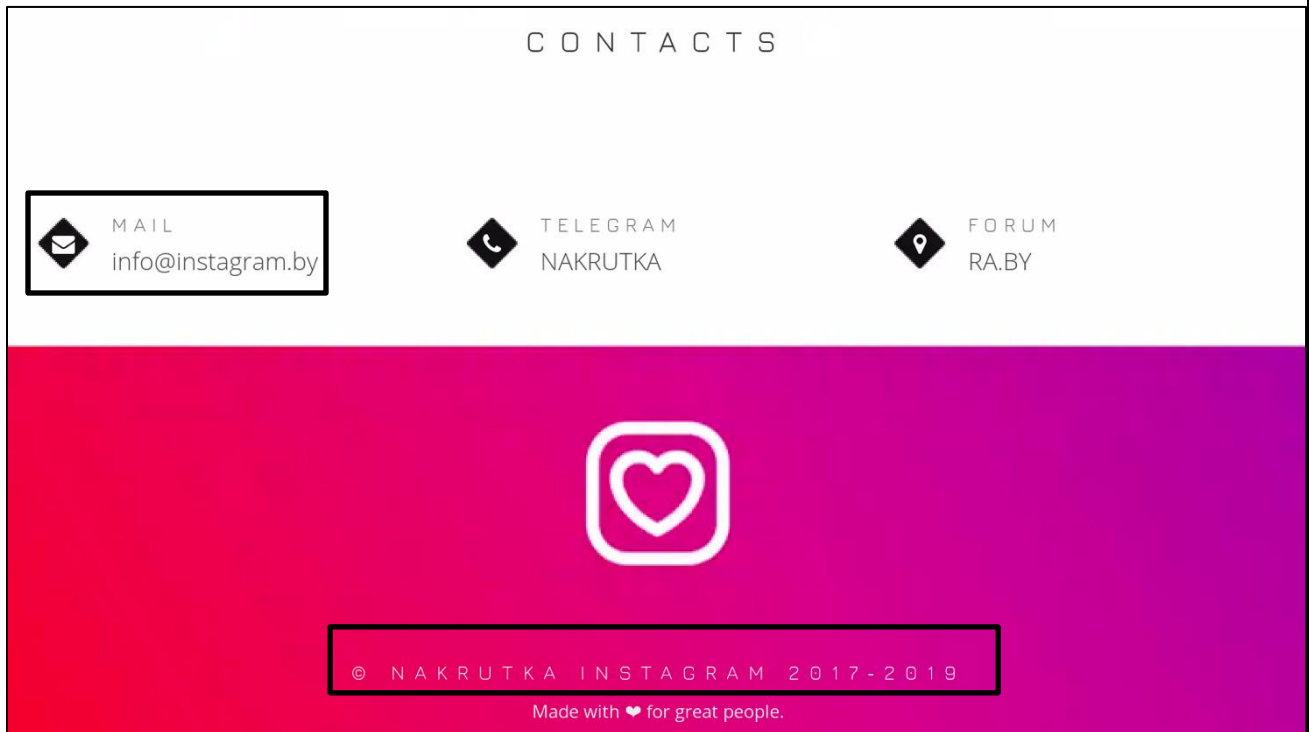
1 consumer recognition of the Instagram Trademarks, Instagram’s enormous and loyal  
2 user base, its multiple trademark registrations and pending applications, and other  
3 factors, the Instagram Trademarks are highly distinctive and enjoy widespread  
4 recognition among consumers pre-dating Defendant’s infringing use. Further, the  
5 INSTAGRAM word mark is famous within the meaning of Section 43(a) of the  
6 United States Trademark Act, 15 U.S.C. § 1125(c).

7 25. Since no later than August 2020, Defendant used the INSTAGRAM  
8 word mark by (a) referring to his service as “CHEAT INSTAGRAM” and  
9 “INSTAGRAM BOOST”; (b) including a fake Instagram copyright notice on the  
10 Nakrutka Websites; and (c) inviting users of his service to e-mail him at  
11 [info@instagram.by](mailto:info@instagram.by). Exhibit 4. For example, the figures below show Defendant’s use  
12 of the infringing marks on his website [nakrutka.cc](http://nakrutka.cc) as of August 25, 2020.

13 **Figure 1**



14  
15  
16 **Figure 2**



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1 **C. Facebook and Instagram’s Past Enforcement Actions Against Defendant**

2 26. On or about January 1, 2020, Facebook disabled Defendant’s Facebook  
3 and Instagram accounts, and notified Defendant that his access had been revoked and  
4 that his fake engagement activity violated Facebook’s and Instagram’s TOU and U.S.  
5 law. Later that same day, Defendant responded to Facebook’s notice indicating that  
6 he refused to cease his unlawful activities.

7 27. Later that same day, Defendant wrote on the online forum ra.by a post  
8 titled “Harassing people on Instagram and Facebook” and complained about how  
9 several of his personal accounts, as well as accounts associated with his service, had  
10 been disabled and shared a screenshot of the January 1, 2020 notice and his response.  
11 Exhibit 5.

12 28. Despite Facebook’s enforcement and notice to Defendant, he continued  
13 to provide fake engagement services on the Nakrutka Websites.

14 29. On February 12, 2020, Facebook sent a cease and desist letter to  
15 Defendant for continuing to sell fake engagement services through various websites  
16 including nakrutka.by. Exhibit 6.

17 30. In the February 12, 2020 cease and desist letter, Facebook demanded that  
18 Defendant stop violating Instagram’s TOU and Platform Policy<sup>5</sup>, including by  
19 misleading Instagram users, automating user actions, accessing Instagram through  
20 automated means, and facilitating or encouraging others to violate Instagram’s TOU.  
21 The February 12, 2020 cease and desist letter also informed Defendant that his actions  
22 may have violated state and federal laws, including Computer Fraud and Abuse Act,  
23 18 U.S.C. § 1030, and California Comprehensive Computer Data Access and Fraud  
24 Act, Cal. Penal Code § 502(c).

25 31. Defendant has not acknowledged or responded to the February 12, 2020  
26 cease and desist letter, and continues to promote his fake engagement service on the  
27

28 <sup>5</sup> Instagram Platform Policy can be found at  
<https://help.instagram.com/325135857663734>



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1 Nakrutka Websites.

2 **D. Defendant Used an Automated Process, Bots, and Instagram Accounts to**  
 3 **Artificially Inflate Instagram Users’ Likes and Interfere with Facebook**  
 4 **and Instagram’s Service and Computer Network**

5 32. Since at least as early as June 26, 2017 and continuing to the present,  
 6 Defendant has marketed his fake engagement services and conducted financial  
 7 transactions with his customers on the Nakrutka Websites. Defendant offered, and  
 8 continues to offer, “INSTAGRAM BOOST” and “CHEAT INSTAGRAM” services,  
 9 offering for sale Followers, Likes, Views, and Comments. *See* Exhibits 4, 7.

10 33. Defendant charges fluctuating pricing, depending on the type of fake  
 11 engagement being purchased, the quantity thereof, and the perceived authenticity,  
 12 charging higher prices for more authentic-appearing engagement. The pricing ranges  
 13 up to 1,700 rubles per transaction.

14 34. The figure shown below lists a sampling of Defendant’s pricing structure  
 15 as of August 25, 2020 (*see* Exhibit 7), from his website [nakrutka.com](http://nakrutka.com):

16 **Figure 3**

Type of promotion	Description	Minimum	Maximum	Minimum cost	Cost per 1000 (RUB)	Price over 1000 for resellers
1. Likes - 38r 📺	Bots with avatars.   Write-offs: 98%	10	10 000	0.38p for 10	38p per 1000	34p per 1000
5. Subscribers - 185 rubles	Subscribers mix: bots, offers, live. Speed up to a thousand per day. Cheat with a margin.   Write-offs: 40%	10	5 000	1.85p for 10	185p per 1000	167p per 1000
10. Subscribers - 269 rubles 📺	Mix subscribers - offers and live from different countries. Quick start and uniform wrapping with a margin.	100	5 000	26.9p per 100	269p per 1000	242p for 1000
11. Subscribers - 61 rubles	Bots with avatars. No guarantee.   Write-offs: 99%	10	10 000	0.61p for 10	61p for 1000	55p per 1000
12. Subscribers (AR7 + 300) - 22 rubles	Bots with avatars. Large write-offs. Automatic rewinding of subscribers within 7 days if there is a lack of quantity, but not more than 300% of the number of subscribers ordered.	10	10 000	0.22p for 10	22p for 1000	20p per 1000

1           35. Defendant used a network of bots and Instagram accounts that he  
2 controlled to deliver millions of automated likes to his customers. Some of the  
3 Instagram accounts used by Defendant were responsible for over 8 million likes over  
4 the course of just two days.

5           36. For example, on or about February 2, 2020, after purchasing 10,000 likes  
6 from Defendant on the Nakrutka Websites, specifically nakrutka.by, an Instagram user  
7 posted a black-and-white photo of a goat on their Instagram account. Although the  
8 account had no followers and the photo had no comments, the photo received almost  
9 10,000 likes within minutes. Also on February 2, 2020, at least five other Instagram  
10 users purchased likes from Defendant on the same website and posted the same photo  
11 of a goat on their respective Instagram accounts. Although these accounts had no  
12 followers and the photos had no comments, the photos received between ~3,000 and  
13 ~10,000 likes within minutes. All likes and follows came from Defendant's network  
14 of Instagram accounts using more than 180,000 IP addresses associated with  
15 thousands of internet service providers located in, among other places, the United  
16 States, with thousands of likes and follows originating from California IP addresses.

17 **E. Defendant Unjustly Enriched Himself and his Unlawful Acts Have Caused**  
18 **Damage and a Loss to Facebook and Instagram**

19           37. Defendant's breaches of Instagram's TOU, Brand Guidelines, and  
20 Community Guidelines have caused Facebook and Instagram substantial harm.  
21 Defendant interfered and continues to interfere with Instagram's service and burden  
22 Facebook and Instagram's computer network. Moreover, Defendant created and  
23 continues to create an inauthentic experience for Instagram users who used, viewed,  
24 and relied on Defendant's fake engagement services, thus damaging Instagram's  
25 brand.

26           38. Defendant's actions injured Facebook and Instagram's reputation, public  
27 trust, and goodwill.  
28

1 39. Facebook and Instagram have suffered damages attributable to the efforts  
2 and resources it has used to address this Complaint, investigate and mitigate  
3 Defendant’s illegal conduct, and attempt to identify, analyze, and stop his fraudulent  
4 and injurious activities.

5 40. Since February 2020, Defendant unjustly enriched himself at the expense  
6 of Facebook and Instagram in the amount to be determined at trial.

7 **FIRST CAUSE OF ACTION**

8 (Breach of Contract)

9 41. Facebook and Instagram incorporate all other paragraphs as if fully set  
10 forth herein.

11 42. Defendant created a personal Instagram account and agreed to  
12 Instagram’s TOU, Brand Guidelines, and Community Guidelines. The Instagram  
13 service is owned and operated by Facebook, Inc. Since April 2018, the Instagram  
14 TOU have stated that Instagram is a Facebook product and that the Instagram TOU  
15 constitute an agreement between Instagram users and Facebook.

16 43. In addition, since as early as June 2017, Defendant used thousands of  
17 Instagram accounts to provide his services, which were also governed by Instagram’s  
18 TOU and Community Guidelines. Because Defendant’s unlawful business used and  
19 targeted Instagram users, Defendant agreed to Instagram’s TOU, Brand Guidelines,  
20 and Community Guidelines.

21 44. Defendant, through the Nakrutka Websites, continually used Instagram  
22 and caused it to be accessed and used to conduct Defendant’s fraudulent business.

23 45. Despite Defendant’s agreement to Instagram’s TOU, Brand Guidelines,  
24 and Community Guidelines, he repeatedly breached them. Not only did Defendant,  
25 his fake engagement service, and his promotion of his service, violate Instagram’s  
26 TOU, Brand Guidelines, and Community Guidelines, he has helped other Instagram  
27 users violate them—itsself a violation of the TOU and Community Guidelines.  
28

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1 Instagram’s computers, computer systems, and/or computer networks in violation of  
2 California Penal Code § 502(c)(5).

3 53. Since January 2020, Defendant knowingly and without permission  
4 accessed and caused to be accessed Facebook and Instagram’s computers, computer  
5 systems, and/or computer networks in violation of California Penal Code § 502(c)(7).  
6 Defendant accessed Facebook and Instagram’s computer network after Facebook  
7 disabled his Instagram accounts and sent correspondence to Defendant revoking his  
8 access.

9 54. Because Facebook and Instagram suffered damages and a loss as a result  
10 of Defendant’s actions and continue to suffer damages as a result of Defendant’s  
11 actions, Facebook and Instagram are entitled to compensatory damages in an amount  
12 to be determined at trial, attorney fees, and any other amount of damages proven at  
13 trial, and injunctive relief under California Penal Code § 502(e)(1) and (2).

14 55. Because Defendant willfully violated California Penal Code § 502, and  
15 there is clear and convincing evidence that Defendant committed “fraud” as defined  
16 by section 3294 of the Civil Code, Facebook and Instagram are entitled to punitive  
17 and exemplary damages under California Penal Code § 502(e)(4).

18 **THIRD CAUSE OF ACTION**

19 (Computer Fraud and Abuse Act, 18 U.S.C. § 1030)

20 56. Facebook and Instagram incorporate all other paragraphs as if fully set  
21 forth herein.

22 57. Defendant’s access and use of Facebook and Instagram’s computers and  
23 computer systems was unauthorized because Defendant accessed Facebook and  
24 Instagram’s computer network after Facebook disabled his Instagram accounts and  
25 sent correspondence to Defendant revoking his access.

26 58. Facebook and Instagram computers and servers are protected computers  
27 as defined by 18 U.S.C. § 1030(e)(2).  
28

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1           59.     Since January 2020, Defendant violated 18 U.S.C. § 1030(a)(4) because  
2 he knowingly and with intent to defraud accessed Facebook and Instagram-protected  
3 computers by sending unauthorized commands to Facebook and Instagram computers.  
4 Defendant sent the commands to Facebook and Instagram computers to manipulate  
5 Instagram’s service by fraudulently inflating likes of certain Instagram accounts.  
6 Defendant did these acts in exchange for profit.

7           60.     Since January 2020, Defendant violated 18 U.S.C. § 1030(a)(5)(A)  
8 because he knowingly and intentionally caused the transmission of a program,  
9 information, code, or command, and, as a result of such conduct, intentionally  
10 damaged Facebook and Instagram-protected computers.

11           61.     Since January 2020, Defendant violated 18 U.S.C. § 1030(a)(5)(B) by  
12 intentionally accessing a protected computer without authorization, and, as a result of  
13 such conduct, recklessly causing damage to Facebook and Instagram-protected  
14 computers.

15           62.     Since January 2020, Defendant violated 18 U.S.C. § 1030(a)(5)(C) by  
16 intentionally accessing a protected computer without authorization, and, as a result of  
17 such conduct, causing damage to Facebook and Instagram-protected computers and a  
18 loss.

19           63.     Defendant violated 18 U.S.C. § 1030(b) by conspiring or attempting to  
20 commit the violation alleged in the preceding paragraph.

21           64.     Defendant’s conduct has caused a loss to Facebook and Instagram during  
22 a one-year period in excess of \$5,000.

23           65.     Defendant’s actions caused Facebook and Instagram to incur losses and  
24 other economic damages, including, among other things, the expenditure of resources  
25 to investigate and respond to Defendant’s fraudulent scheme. Facebook and Instagram  
26 are entitled to be compensated for losses and damages in the amount to be determined  
27 at trial, and any other amount proven at trial.  
28

1 66. Facebook and Instagram have no adequate remedy at law that would  
2 prevent Defendant from continuing his unlawful scheme. Permanent injunctive relief  
3 is therefore warranted.

4 **FOURTH CAUSE OF ACTION**

5 (Unjust Enrichment)

6 67. Facebook and Instagram incorporate all other paragraphs as if fully set  
7 forth herein.

8 68. Defendant's acts as alleged herein constitute unjust enrichment of  
9 Defendant at Facebook and Instagram's expense.

10 69. Defendant accessed and used, without authorization or permission,  
11 Facebook and Instagram's service, platform, and computer network, all of which  
12 belong to Facebook and Instagram.

13 70. Defendant used Facebook and Instagram's service, platform, and  
14 computer network to, among other things, defraud and deceive Instagram users,  
15 artificially inflate certain Instagram users' likes, impair the intended operation of  
16 Instagram, interfere with Instagram's service, platform, and computer network, and  
17 wrongfully obtain money from the operation of his unlawful business.

18 71. Defendant received a benefit by profiting from his unauthorized use of  
19 Facebook and Instagram's service, platform, and computer network.

20 72. Defendant's retention of the profits derived from his unauthorized use of  
21 Facebook and Instagram's service, platform, and computer network would be unjust.

22 73. Defendant's unauthorized use of Facebook and Instagram's service,  
23 platform, and computer network has injured Facebook and Instagram's reputation,  
24 public-trust, and goodwill.

25 74. Defendant's unauthorized use of Facebook and Instagram's service,  
26 platform, and computer network has damaged Facebook and Instagram, including but  
27 not limited to the time and money spent investigating and mitigating Defendant's  
28 unlawful conduct.

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1 75. Facebook and Instagram seek injunctive relief and damages in an amount  
2 to be proven at trial, as well as disgorgement of Defendant's ill-gotten profits in an  
3 amount to be determined at trial.

4 76. As a direct result of Defendant's unlawful actions, Facebook and  
5 Instagram have suffered and continue to suffer irreparable harm for which there is no  
6 adequate remedy at law, and which will continue unless Defendant's actions are  
7 enjoined.

8 **FIFTH CAUSE OF ACTION**

9 (Trademark and Service Mark Infringement of  
10 Plaintiff Instagram's Trademarks Under 15 U.S.C. § 1114)

11 77. Facebook and Instagram incorporate all other paragraphs as if fully set  
12 forth herein.

13 78. Defendant has intentionally used the Instagram Trademarks in interstate  
14 commerce. Since 2010, Instagram has priority over Defendant's use of the infringing  
15 marks. Defendant's use of the Instagram Trademarks is likely to cause confusion,  
16 mistake, or deception as to the origin, sponsorship, or approval by Plaintiffs of  
17 Defendant's fake engagement services and the Nakrutka Websites.

18 79. The above-described acts of Defendant constitute trademark and service  
19 mark infringement in violation of 15 U.S.C. § 1114(1) and entitle Plaintiffs to relief.

20 80. Defendant has unfairly profited from the trademark and service mark  
21 infringement.

22 81. By reason of Defendant's acts of trademark and service mark  
23 infringement, Instagram has suffered damage to the goodwill associated with the  
24 Instagram Trademarks.

25 82. Defendant has irreparably harmed Plaintiffs and, if not enjoined, will  
26 continue to irreparably harm Plaintiffs and Instagram's federally registered trademarks  
27 and service marks.  
28

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1 83. Defendant has irreparably harmed the general public and, if not enjoined,  
2 will continue to irreparably harm the general public, which has an interest in being  
3 free from confusion, mistake, and deception.

4 84. Plaintiffs' remedy at law is not adequate to compensate them for the  
5 injuries inflicted by Defendant. Accordingly, Plaintiffs are entitled to permanent  
6 injunctive relief pursuant to 15 U.S.C. § 1116.

7 85. Plaintiffs are entitled to recover Defendant's profits, actual damages, and  
8 the costs of this action pursuant to 15 U.S.C. § 1117(a). Plaintiffs are also entitled to  
9 have their damages trebled under 15 U.S.C. § 1117(b).

10 86. This is an exceptional case, making Plaintiffs eligible for an award of  
11 reasonable attorneys' fees pursuant to 15 U.S.C. 1117(a).

12 **SIXTH CAUSE OF ACTION**

13 (Trademark and Service Mark Infringement of Instagram's Trademarks  
14 and False Designation of Origin Under 15 U.S.C. § 1125(a))

15 87. Facebook and Instagram incorporate all other paragraphs as if fully set  
16 forth herein.

17 88. Instagram's Trademarks are highly distinctive marks that are associated  
18 with Instagram and exclusively identify its business, products, and services. Since  
19 2010, Instagram has priority over Defendant's use of the infringing marks.

20 89. Defendant's use in commerce of Instagram's Trademarks, and variations  
21 thereof, is likely to cause confusion, or to cause mistake, or to deceive the relevant  
22 public that Defendant's goods and services are authorized, sponsored, or approved by,  
23 or are affiliated with, Instagram.

24 90. Defendant's acts constitute trademark and service mark infringement of  
25 Instagram's Trademarks, as well as false designation of origin, in violation of 15  
26 U.S.C. § 1125(a), entitling Plaintiffs to relief.

27 91. Defendant has unfairly profited from his conduct.  
28

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1 92. By reason of the above-described acts of Defendant, Plaintiffs have  
2 suffered damage to the good will associated with Instagram’s Trademarks.

3 93. Defendant has irreparably harmed Plaintiffs and, if not enjoined, will  
4 continue to irreparably harm Plaintiffs and Instagram’s Trademarks.

5 94. Defendant has irreparably harmed the general public, and if not enjoined,  
6 will continue to irreparably harm the general public, which has an interest in being  
7 free from confusion, mistake, and deception.

8 95. Plaintiffs’ remedy at law is not adequate to compensate them for the  
9 injuries inflicted by Defendant. Accordingly, Plaintiffs are entitled to permanent  
10 injunctive relief pursuant to 15 U.S.C. § 1116.

11 96. Plaintiffs are entitled to recover Defendant’s profits, actual damages, and  
12 the costs of this action pursuant to 15 U.S.C. § 1117(a).

13 97. This is an exceptional case, making Plaintiffs eligible for an award of  
14 reasonable attorneys’ fees pursuant to 15 U.S.C. § 1117(a).

15 **SEVENTH CAUSE OF ACTION**

16 (Dilution of the Instagram Trademarks Under 15 U.S.C. § 1125(c))

17 98. Facebook and Instagram incorporate all other paragraphs as if fully set  
18 forth herein.

19 99. The Instagram Trademarks are famous, as that term is used in 15 U.S.C.  
20 § 1125(c), and they were famous before Defendant’s use of them and variations of the  
21 trademarks in commerce. Since 2010, Instagram has priority over Defendant’s use of  
22 the infringing marks. This fame is based on, among other things, the inherent  
23 distinctiveness and federal registration of each of the Instagram Trademarks, as well  
24 as the extensive and exclusive worldwide use, advertising, promotion, and recognition  
25 of them.

26 100. Defendant’s use of the Instagram Trademarks, and variations thereof, in  
27 commerce is likely to cause dilution by blurring or dilution by tarnishment of these  
28 trademarks.

1 101. Defendant’s acts constitute dilution by blurring and dilution by  
2 tarnishment in violation of 15 U.S.C. § 1125(c), entitling Plaintiffs to relief.

3 102. Defendant has unfairly profited from his conduct.

4 103. Defendant damaged the goodwill associated with the Instagram  
5 Trademarks and will continue to cause irreparable harm.

6 104. Plaintiffs’ remedy at law is not adequate to compensate it for the injuries  
7 inflicted by Defendant. Accordingly, Plaintiffs are entitled to permanent injunctive  
8 relief pursuant to 15 U.S.C. § 1116.

9 105. Because Defendant acted willfully, Plaintiffs are entitled to damages, and  
10 those damages should be trebled pursuant to 15 U.S.C. § 1117(a).

11 106. This is an exceptional case, making Plaintiffs eligible for an award of  
12 reasonable attorneys’ fees pursuant to 15 U.S.C. § 1117(a).

13 **EIGHTH CAUSE OF ACTION**

14 (Cybersquatting on the Instagram Trademarks Under 15 U.S.C. § 1125(d))

15 107. Facebook and Instagram incorporate all other paragraphs as if fully set  
16 forth herein.

17 108. Beginning no later than 2015, Defendant registered, trafficked in, and  
18 used the domain name instagram.by (the “Infringing Domain Name”).

19 109. Since 2010, Instagram has priority over Defendant’s use of the infringing  
20 marks. The Instagram Trademarks were highly distinctive and federally registered at  
21 the United States Patent and Trademark Office at the time Defendant registered and  
22 used the Infringing Domain Name.

23 110. The Instagram Trademarks are and were famous within the meaning of  
24 15 U.S.C. § 1125(c) at the time of the registration of the Infringing Domain Name.

25 111. The Infringing Domain name is identical or confusingly similar to the  
26 Instagram Trademarks.

27 112. The Infringing Domain Name is dilutive of the Instagram Trademarks.  
28

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550 South Hope Street, Suite 2000  
Los Angeles, California 90071-2627

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550 South Hope Street, Suite 2000  
Los Angeles, California 90071-2627

1 113. Defendant registered, tracked in, or used the Infringing Domain Name  
2 with a bad faith intent to profit from the Instagram Trademarks.

3 114. The Infringing Domain Name does not consist of the legal name of  
4 Defendant, nor does it consist of a name that is otherwise commonly used to identify  
5 Defendant or his fake engagement service.

6 115. Defendant has not made any prior use of the Infringing Domain Name in  
7 connection with the *bona fide* offering of any goods or services.

8 116. Defendant has not made any *bona fide* noncommercial or fair use of the  
9 Instagram Trademarks on a website accessible at the Infringing Domain Name.

10 117. Defendant registered and used the Infringing Domain Name to divert  
11 consumers from Instagram's legitimate website ([www.instagram.com](http://www.instagram.com)) to websites  
12 accessible under the Infringing Domain Name for Defendant's commercial gain by  
13 creating a likelihood of confusion as to the source, sponsorship, affiliation, or  
14 endorsement of his websites.

15 118. Defendant's registration, trafficking, and/or use of the Infringing Domain  
16 Name constitutes cybersquatting in violation of 15 U.S.C. § 1125(d), entitling  
17 Plaintiffs to preliminary and permanent injunctive relief pursuant to 15 U.S.C. § 1116.

18 119. Plaintiffs are entitled to recover their costs as well as Defendant's profits,  
19 Plaintiffs' actual damages, or statutory damages under 15 U.S.C. § 1117, on election  
20 by Plaintiffs, in an amount of \$100,000 per domain name.

21 120. This is an exceptional case making Plaintiffs eligible for an award of  
22 attorneys' fees under 15 U.S.C. § 1117.

23 **REQUEST FOR RELIEF**

24 WHEREFORE, Plaintiffs request judgment against Defendant as follows:

- 25 1. That the Court enter judgment against Defendant that Defendant has:  
26 a. Violated the Computer Fraud and Abuse Act, in violation of 18  
27 U.S.C. § 1030;  
28

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550 South Hope Street, Suite 2000  
Los Angeles, California 90071-2627

- b. Violated the California Comprehensive Computer Data Access and Fraud Act, in violation of California Penal Code § 502;
  - c. Breached Defendant’s contracts with Facebook and Instagram in violation of California law;
  - d. Been unjustly enriched at the expense of Facebook and Instagram in violation of California law;
  - e. Infringed Plaintiffs’ rights in the federally registered Instagram Trademarks, in violation of 15 U.S.C. § 1114(1);
  - f. Infringed Plaintiffs’ rights in the Instagram Trademarks, in violation of 15 U.S.C. § 1125(a);
  - g. Infringed Plaintiffs’ rights in the federally registered Instagram Trademarks, in violation of 15 U.S.C. § 1125(c); and
  - h. Infringed Plaintiffs’ rights in the federally registered Instagram Trademarks, in violation of 15 U.S.C. § 1125(d).
2. That each of the above acts in Prayer 1(e)-(h) was willful.
  3. That the Court enter a permanent injunction enjoining and restraining Defendant and his agents, servants, employees, successors, and assigns, and all other persons acting in concert with or conspiracy with any of them or who are affiliated with Defendant from:
    - a. Accessing or attempting to access Facebook and Instagram’s service, platform, and computer systems;
    - b. Creating or maintaining any Instagram accounts in violation of Instagram’s TOU;
    - c. Engaging in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of Facebook and Instagram’s service, platform, and computer systems;

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550 South Hope Street, Suite 2000  
Los Angeles, California 90071-2627

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- d. Engaging in any activity, or facilitating others to do the same, that violates Instagram’s TOU, Community Guidelines, or other related policy referenced herein;
  - e. Engaging in any use, including advertising, promoting, marketing, franchising, selling, and offering for sale any goods or services, in connection with the Instagram Trademarks, or any similar mark or designation, that is likely to cause confusion, or to cause mistake as to the affiliation of that use with Instagram;
  - f. Engaging in any activity which tarnishes or lessens the distinctiveness of the Instagram Trademarks; and
  - g. Registering, trafficking, or using any domain name that is identical or confusingly similar to any of the Instagram Trademarks.
4. That Facebook and Instagram be awarded damages, including, but not limited to, compensatory, statutory, and punitive damages, as permitted by law and in such amounts to be proven at trial.
  5. That Plaintiffs be awarded damages for Defendant’s trademark infringement and false designation of origin and that these damages be trebled due to Defendant’s willfulness, in accordance with the provisions of 15 U.S.C. § 1117.
  6. That Defendant accounts for, hold in constructive trust, pay over to Facebook and Instagram, and otherwise disgorge profits derived from Defendant’s unjust enrichment, in an amount to be determined at trial.
  7. That Plaintiffs be awarded \$100,000 in statutory damages per infringing domain name by reason of Defendant’s cybersquatting in accordance with the provisions of 15 U.S.C. § 1117.
  8. That Facebook and Instagram be awarded their reasonable costs, including reasonable attorneys’ fees, pursuant to 15 U.S.C. § 1117 and any other applicable provision of law.

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- 9. That Facebook and Instagram be awarded pre- and post-judgment interest as allowed by law.
- 10. That the Court grant all such other and further relief as the Court may deem just and proper.

Dated: August 27, 2020

**HUNTON ANDREWS KURTH LLP**

By:           /s/ Ann Marie Mortimer            
 Ann Marie Mortimer  
 Jason J. Kim  
 Jeff R. R. Nelson  
 Attorneys for Plaintiffs  
 FACEBOOK, INC. and  
 INSTAGRAM, LLC

Platform Enforcement and  
 Litigation  
 Facebook, Inc.  
 Jessica Romero  
 Bridget Anne Freeman

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 550 South Hope Street, Suite 2000  
 Los Angeles, California 90071-2627

**DEMAND FOR JURY TRIAL**

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Plaintiffs hereby demand a trial by jury on all issues triable to a jury.

Dated: August 27, 2020

**HUNTON ANDREWS KURTH LLP**

By:           /s/ Ann Marie Mortimer          

Ann Marie Mortimer

Jason J. Kim

Jeff R. R. Nelson

Attorneys for Plaintiffs

FACEBOOK, INC. and

INSTAGRAM, LLC

Platform Enforcement and  
Litigation

Facebook, Inc.

Jessica Romero

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**EXHIBIT 1**



SIGN IN

email or username

password

[Forgot your password?](#)

[Forgot your email?](#)

SUBMIT

Registration of new users is closed!

We have no competitors, but many copies. Be careful and careful - there are a lot of scammers on the Internet.

Our site can only be accessed by domains ending in nakrutka.by, nakrutka.cc, nakrutka.ru, nakrutka.com



**EXHIBIT 2**

**United States of America**  
United States Patent and Trademark Office

# INSTAGRAM

**Reg. No. 4,822,600**

**Registered Sep. 29, 2015**

**Int. Cl.: 9**

**TRADEMARK**

**PRINCIPAL REGISTER**

INSTAGRAM, LLC (DELAWARE LIMITED LIABILITY COMPANY)  
1601 WILLOW ROAD  
MENLO PARK, CA 94035

FOR: DOWNLOADABLE COMPUTER SOFTWARE FOR MODIFYING THE APPEARANCE AND ENABLING TRANSMISSION OF IMAGES, AUDIO-VISUAL AND VIDEO CONTENT; COMPUTER SOFTWARE FOR THE COLLECTION, EDITING, ORGANIZING, MODIFYING, TRANSMISSION, STORAGE AND SHARING OF DATA AND INFORMATION; COMPUTER SOFTWARE FOR USE AS AN APPLICATION PROGRAMMING INTERFACE (API); COMPUTER SOFTWARE IN THE NATURE OF AN APPLICATION PROGRAMMING INTERFACE (API) WHICH FACILITATES ONLINE SERVICES FOR SOCIAL NETWORKING, BUILDING SOCIAL NETWORKING APPLICATIONS AND FOR ALLOWING DATA RETRIEVAL, UPLOAD, DOWNLOAD, ACCESS AND MANAGEMENT; COMPUTER SOFTWARE TO ENABLE UPLOADING, DOWNLOADING, ACCESSING, POSTING, DISPLAYING, TAGGING, BLOGGING, STREAMING, LINKING, SHARING OR OTHERWISE PROVIDING ELECTRONIC MEDIA OR INFORMATION VIA COMPUTER AND COMMUNICATION NETWORKS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 10-6-2010; IN COMMERCE 10-6-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 4,146,057 AND 4,170,675.

SN 85-965,174, FILED 6-20-2013.

BARBARA BROWN, EXAMINING ATTORNEY



*Michelle K. Lee*

Director of the United States  
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

***First Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

**United States of America**  
United States Patent and Trademark Office

# INSTAGRAM

**Reg. No. 4,146,057**

**Registered May 22, 2012**

**Int. Cl.: 9**

**TRADEMARK**

**PRINCIPAL REGISTER**

INSTAGRAM, INC. (DELAWARE CORPORATION)  
181 SOUTH PARK AVENUE  
SAN FRANCISCO, CA 94107

FOR: DOWNLOADABLE COMPUTER SOFTWARE FOR MODIFYING THE APPEARANCE AND ENABLING TRANSMISSION OF PHOTOGRAPHS, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 10-6-2010; IN COMMERCE 10-6-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

THE WORDING "INSTAGRAM" HAS NO MEANING IN A FOREIGN LANGUAGE.

SER. NO. 85-426,267, FILED 9-19-2011.

BILL DAWE, EXAMINING ATTORNEY



*David J. Kappas*

Director of the United States Patent and Trademark Office

**United States of America**  
United States Patent and Trademark Office

# INSTAGRAM

**Reg. No. 4,756,754**

INSTAGRAM, LLC (DELAWARE LIMITED LIABILITY COMPANY)  
1601 WILLOW ROAD  
MENLO PARK, CA 94025

**Registered June 16, 2015**

**Int. Cls.: 35 and 38**

FOR: MARKETING, ADVERTISING AND PROMOTION SERVICES; DISSEMINATION OF ADVERTISING FOR OTHERS VIA COMPUTER AND COMMUNICATION NETWORKS; MARKETING AND ADVERTISING CONSULTATION SERVICES; PROMOTING THE GOODS AND SERVICES OF OTHERS VIA COMPUTER AND COMMUNICATION NETWORKS; MARKET RESEARCH SERVICES; PROVISION OF MARKET RESEARCH INFORMATION, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

**SERVICE MARK**

**PRINCIPAL REGISTER**

FIRST USE 8-0-2013; IN COMMERCE 11-1-2013.

FOR: TELECOMMUNICATION SERVICES, NAMELY, TRANSMISSION OF ADVERTISEMENTS AND MEDIA ADVERTISING COMMUNICATIONS VIA COMPUTER AND COMMUNICATION NETWORKS, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 8-0-2013; IN COMMERCE 11-1-2013.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 4,146,057 AND 4,170,675.

SN 86-100,072, FILED 10-24-2013.

SANJEEV VOHRA, EXAMINING ATTORNEY



*Michelle K. Lee*

Director of the United States  
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

***First Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**



**United States of America**  
United States Patent and Trademark Office

# INSTAGRAM

**Reg. No. 4,863,595**

INSTAGRAM, LLC (DELAWARE LIMITED LIABILITY COMPANY)  
1601 WILLOW ROAD  
MENLO PARK, CA 94025

**Registered Dec. 1, 2015**

**Int. Cl.: 38**

**SERVICE MARK**

**PRINCIPAL REGISTER**

FOR: TELECOMMUNICATIONS SERVICES, NAMELY, ELECTRONIC TRANSMISSION OF DATA, MESSAGES, GRAPHICS, IMAGES, VIDEOS AND INFORMATION; PEER-TO-PEER PHOTO AND VIDEO SHARING SERVICES, NAMELY, ELECTRONIC TRANSMISSION OF DIGITAL PHOTOS, VIDEO AND AUDIO-VISUAL FILES AMONG INTERNET USERS; PROVIDING ACCESS TO COMPUTER, ELECTRONIC AND ONLINE DATABASES; PROVIDING ONLINE FORUMS FOR COMMUNICATION, NAMELY, TRANSMISSION ON TOPICS OF GENERAL INTEREST; PROVIDING ONLINE CHAT ROOMS AND ELECTRONIC BULLETIN BOARDS FOR TRANSMISSION OF MESSAGES AMONG USERS IN THE FIELD OF GENERAL INTEREST; BROADCASTING SERVICES OVER COMPUTER OR OTHER COMMUNICATION NETWORKS, NAMELY, UPLOADING, POSTING, DISPLAYING, TAGGING, AND ELECTRONICALLY TRANSMITTING DATA, INFORMATION, MESSAGES, GRAPHICS, VIDEOS, AND IMAGES, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 10-6-2010; IN COMMERCE 10-6-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 4,146,057 AND 4,170,675.

SN 85-965,177, FILED 6-20-2013.

BARBARA BROWN, EXAMINING ATTORNEY



*Michelle K. Lee*

Director of the United States  
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

***First Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

**United States of America**  
United States Patent and Trademark Office

# INSTAGRAM

**Reg. No. 4,863,594**

INSTAGRAM, LLC (DELAWARE LIMITED LIABILITY COMPANY)  
1601 WILLOW ROAD  
MENLO PARK, CA 94025

**Registered Dec. 1, 2015**

**Int. Cl.: 41**

FOR: PROVIDING COMPUTER, ELECTRONIC AND ONLINE DATABASES IN THE FIELD OF ENTERTAINMENT; PUBLICATION OF ELECTRONIC JOURNALS AND WEB LOGS FEATURING USER GENERATED OR SPECIFIED CONTENT; PUBLISHING OF ELECTRONIC PUBLICATIONS FOR OTHERS, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

**SERVICE MARK**

**PRINCIPAL REGISTER**

FIRST USE 10-6-2010; IN COMMERCE 10-6-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NOS. 4,146,057 AND 4,170,675.

SN 85-965,169, FILED 6-20-2013.

BARBARA BROWN, EXAMINING ATTORNEY



*Michelle K. Lee*

Director of the United States  
Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

***First Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

# United States of America

United States Patent and Trademark Office

## INSTAGRAM

**Reg. No. 5,566,030**

**Registered Sep. 18, 2018**

**Int. Cl.: 42**

**Service Mark**

**Principal Register**

Instagram, LLC (DELAWARE LIMITED LIABILITY COMPANY)  
1601 Willow Road  
Menlo Park, CALIFORNIA 94025

CLASS 42: Providing a web site that gives users the ability to upload images; file sharing services, namely, providing a website featuring technology enabling users to upload electronic files; providing a web site featuring technology that enables online users to create personal profiles featuring social networking information

FIRST USE 11-5-2012; IN COMMERCE 11-5-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 4170675, 4146057

SER. NO. 85-965,167, FILED 06-20-2013



*Andrei Iancu*

Director of the United States  
Patent and Trademark Office

**United States of America**  
United States Patent and Trademark Office

# INSTAGRAM

**Reg. No. 4,170,675**

**Registered July 10, 2012**

**Int. Cl.: 42**

**SERVICE MARK**

**PRINCIPAL REGISTER**

INSTAGRAM, INC. (DELAWARE CORPORATION)  
181 SOUTH PARK AVENUE  
SAN FRANCISCO, CA 94107

FOR: PROVIDING A WEB SITE THAT GIVES USERS THE ABILITY TO UPLOAD PHOTOGRAPHS; TECHNICAL SUPPORT SERVICES, NAMELY, PROVIDING HELP DESK SERVICES IN THE FIELD OF COMPUTER SOFTWARE, NAMELY, PROVIDING USERS WITH INSTRUCTIONS AND ADVICE ON THE USE OF DOWNLOADABLE COMPUTER SOFTWARE, PROVIDED ONLINE AND VIA E-MAIL; COMPUTER SERVICES, NAMELY, PROVIDING AN INTERACTIVE WEBSITE FEATURING TECHNOLOGY THAT ALLOWS USERS TO MANAGE THEIR ONLINE PHOTOGRAPH AND SOCIAL NETWORKING ACCOUNTS, IN CLASS 42 (U.S. CLS. 100 AND 101).

FIRST USE 10-6-2010; IN COMMERCE 10-6-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

THE WORD "INSTAGRAM" HAS NO MEANING IN A FOREIGN LANGUAGE.

SER. NO. 85-426,271, FILED 9-19-2011.

BILL DAWE, EXAMINING ATTORNEY



*David J. Kyfos*

Director of the United States Patent and Trademark Office

**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

***First Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. *See* 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\*  
*See* 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or  
reminder of these filing requirements.**

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. *See* 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. *See* 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**United States of America**  
United States Patent and Trademark Office

# INSTAGRAM

**Reg. No. 4,827,509**

INSTAGRAM LLC (DELAWARE LIMITED LIABILITY COMPANY)  
1601 WILLOW ROAD  
MENLO PARK, CA 94025

**Registered Oct. 6, 2015**

**Int. Cl.: 45**

FOR: INTERNET BASED SOCIAL INTRODUCTION, NETWORKING AND DATING SERVICES; PROVIDING INFORMATION IN THE FORM OF DATABASES FEATURING INFORMATION IN THE FIELDS OF SOCIAL NETWORKING, SOCIAL INTRODUCTION AND DATING, IN CLASS 45 (U.S. CLS. 100 AND 101).

**SERVICE MARK**

**PRINCIPAL REGISTER**

FIRST USE 10-6-2010; IN COMMERCE 10-6-2010.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 85-965,171, FILED 6-20-2013.

EUGENIA MARTIN, EXAMINING ATTORNEY



*Michelle K. Lee*

Director of the United States  
Patent and Trademark Office



**REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION**

**WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.**

**Requirements in the First Ten Years\***

**What and When to File:**

***First Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

***Second Filing Deadline:*** You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.\* See 15 U.S.C. §1059.

**Requirements in Successive Ten-Year Periods\***

**What and When to File:**

You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

**Grace Period Filings\***

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

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**NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.**

**NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.**

**EXHIBIT 3**

8/12/2020

Iris | DomainTools

## Q Inspect: instagram.by

[Domain Profile](#)
[Screenshot History](#)
[Whois History](#)
[Hosting History](#)
[SSL Profile](#)

2017-08-13 - (3 years ago)

**Domain**           instagram.by

**Record Date**     2017-08-13

**Registrar**

**Server**           whois.cctld.by

**Created**

**Updated**

**Expires**

**Unique Emails**   • jaholper@gmail.com

```

Domain Name: instagram.by
Registrar: Reliable Software, Ltd
Org: ИП Холпер Николай Григорьевич
Country: BY
City: г. Жлобин
Phone: +375336666769
Email: jaholper@gmail.com
Name Server: u1.hoster.by
Name Server: u2.hoster.by
Updated Date: 2016-11-18
Creation Date: 2015-12-08
Expiration Date: 2017-12-08

```

## Historical Records

28 records found

**EXHIBIT 4**



QUICKLY, QUALITATIVELY, WITH A GUARANTEE!

# CHEAT INSTAGRAM

SIGN IN

FREE CHEAT

PRICES



FOLLOWERS



LIKES



VIEWS



COMMENTS

The number of subscribers is the main indicator of the popularity of large communities on Instagram.

High-quality promotion of subscribers is a difficult and time-consuming process. Every experienced user has once faced a massive unsubscribe from winding up subscribers. With us, you can choose to cheat subscribers according to various criteria, including with a guarantee against cancellation.

Subscriber boosting allows you to increase your authority in the eyes of potential customers and fans. The audience is more loyal to communities with a large number of subscribers. More participants join and more lucrative offers are received.

[GO TO THE FULL LIST OF SERVICES >](#)



WE ARE ALWAYS THERE

While you are resting - we work



WE HAVE EVERYTHING CALCULATED

You have nothing to worry about - everything is under control



NO DIFFICULT TASKS

We easily develop service



## CONTACTS



MAIL  
info@instagram.by



TELEGRAM  
NAKRUTKA



FORUM  
RA.BY





QUICKLY, QUALITATIVELY, WITH A GUARANTEE!

# CHEAT INSTAGRAM

SIGN IN

FREE CHEAT

PRICES



FOLLOWERS

The number of subscribers is the main indicator of the popularity of large communities on Instagram.



LIKES

High-quality promotion of subscribers is a difficult and time-consuming process. Every experienced user has once faced a massive unsubscribe from winding up subscribers. With us, you can choose to cheat subscribers according to various criteria, including with a guarantee against cancellation.



VIEWS



COMMENTS

Subscriber boosting allows you to increase your authority in the eyes of potential customers and fans. The audience is more loyal to communities with a large number of subscribers. More participants join and more lucrative offers are received.

[GO TO THE FULL LIST OF SERVICES >](#)



WE HAVE MAGIC

You will be pleasantly surprised



WE ARE ALWAYS THERE

While you are resting - we work



WE HAVE EVERYTHING

CALCULATED

You have nothing to worry about - everything is under control



## CONTACTS



MAIL  
info@instagram.by



TELEGRAM  
NAKRUTKA



FORUM  
RA.BY



**EXHIBIT 5**



# Harassment of people by the administration of instagram and facebook

Sign in to follow this

Followers

1

By HOLPER, January 1 in Instagram

1

2

NEXT

>>

Page 1 of 2

HOLPER

RA.BY



Administrators

1376

3284 posts

Posted January 1

Today Facebook made a serious mistake and blocked the accounts of thousands of people on Instagram and Facebook for no reason. (The exact number of victims is not yet known and most likely Facebook will not give official comments on this matter.)

They blocked all accounts that somehow crossed with one person - Nikolai Holper. Many were subscribed to him on Instagram, someone had a phone number in contacts, many did not hear about it at all, but were somehow connected through third parties. On what principle Facebook blocked accounts remains a mystery, according to the latest data, artificial intelligence simply collected users, who may be personally acquainted with Holper. There are suggestions that third-party services also participated in this - Google and others, which helped to find connections between accounts, transferring the necessary data from postal and other social. services.

After blocking, Facebook sent messages to all users in which it was said that they were accomplices of Nikolai Holper, who violated the rules of Instagram. and no one will be unblocked until Holper's sites are closed. Thus, Facebook showed its dark side and violated the rights of a huge number of innocent people ... In fact, Instagram set a group of other users against one user, in their own interests. And for more effective bullying, those users were selected who are already familiar with Holper and can have an influence on him. Thus, Facebook has shown in practice one of its possibilities to influence a group of people in their own selfish interests, using the personal information collected about them. **These blatant actions reflect the true nature of Western services and their attitude towards their users.** And such a truth about the methods of work of the largest social network in the world threatens not only the lives of people, but also the sovereignty of entire countries ...

If you were also affected by this incident, please share your story and topics here. how did you manage to unblock your page or what other information representatives of the social network told you.

Links by which the victims contact Facebook and Instagram support with a request to understand the situation and remove the blocking:

Please login or register to view hidden content.

Please login or register to view hidden content.

Please login or register to view hidden content.

Please login or register to view hidden content.



**EXHIBIT 6**



3150 Porter Drive  
Palo Alto, CA 94304-1212

T +1.650.838.4300  
F +1.650.838.4350  
PerkinsCoie.com

February 12, 2020

Gabriella Gallego  
GGallego@perkinscoie.com  
D. +1.650.838.4815

**VIA EMAIL**

Nikolay Holper  
belarusgirls@holper.by, belorusy@holper.by, blablamlam@holper.by,  
holper@mail.ru, jaholper@gmail.com, mail@holper.by, pr@holper.by,  
tester@holper.by, zismo@holper.by, zy@holper.by  
Minsk, Belarus

**Re: Cease and Desist Abuse of Instagram - Nakrutka**

Dear Mr. Holper:

We represent Facebook, Inc., based in Menlo Park, California. It has come to our attention that you are offering services that automate multiple actions on Instagram, a Facebook product, including fake engagement services, through websites including Nakrutka.by. Furthermore, you charge a fee for these services. We understand that Facebook has already informed you that the operation of your fake engagement services targeting Instagram violates its Terms of Use and that you must cease all such activity, but you have failed to comply.

**Facebook demands that you stop this activity immediately.**

Facebook takes the protection of the user experience very seriously, and it is committed to keeping its websites safe for users to interact and share information. Instagram has developed its Terms of Use to protect the user experience and to facilitate these goals.

Instagram's Terms of Use prohibit, among other things:

- ***Misleading Instagram Users.*** Your service automates various Instagram activities, creating the false impression that actions taken from those accounts, and the accounts themselves, are associated with real persons. Similarly, the fake "likes," "followers," and related actions give the false impression of genuine interest in the content.
- ***Automating user actions.*** Your service automates several processes on Instagram, including delivering a "like." It also allows an account to take multiple actions at once. Instagram's terms prohibit companies from offering services to users that allow the user to take more than one action on Instagram at a time.
- ***Accessing Instagram through automated means.*** You may not access Instagram through automated means without Instagram's prior permission.

Nikolay Holper  
February 12, 2020  
Page 2

- ***Facilitating or encouraging others to violate Instagram’s terms.*** Your software cannot be used on Instagram without violating their terms. By selling or licensing the software to others, you are facilitating the violations of Instagram’s terms as described above.

See Instagram Terms of Use, <http://instagram.com/about/legal/terms/>; and Instagram’s Platform Policy, <http://instagram.com/about/legal/terms/api/>.

In addition to breaching the Terms of Use and interfering with Facebook’s business expectations and interests, your activities may violate other federal and state laws. See Computer Fraud and Abuse Act, 18 U.S.C. § 1030 and the California Comprehensive Computer Data Access and Fraud Act, Cal. Penal Code § 502(c).

Facebook has taken technical steps to deactivate your Facebook and Instagram accounts, and hereby revokes your limited licenses to access Facebook and Instagram. **This means that you, your agents, employees, affiliates, or anyone acting on your behalf (“You” or “Your”) may not access the Facebook or Instagram websites, Platforms, or networks for any reason whatsoever.** Facebook will treat any further activity by You on its websites, Platforms, services or networks as intentional and unauthorized access to its protected computer networks.

**Please respond to me WITHIN 48 hours confirming that You:**

- Have stopped and will not in the future access the Facebook and Instagram websites and/or use Facebook’s and Instagram’s services for any reason whatsoever;
- Have preserved and will continue to preserve in the future all information related to Your offering and/or sale of Instagram services;
- Have stopped and will not in the future offer, transfer, market, sell or offer to sell any services related to Facebook and Instagram;
- Have shut down all websites You operate that are used to sell Facebook or Instagram services, and have removed all advertisements or postings on external websites advertising or describing Your Facebook or Instagram services;
- Have removed all references to Facebook and Instagram from any and all websites that You own or have the ability to control; ***and***
- Will account for and disgorge any and all revenue earned from Your unauthorized activities related to Facebook and Instagram.

**Along with Your responses, You must provide the following information:**

Nikolay Holper  
February 12, 2020  
Page 3

- A complete list of any and all Facebook and Instagram accounts You have created, developed, maintained, or controlled;
- A complete list of domain names that You own, maintain, or control presently, along with all domain names that you have previously used to offer Facebook or Instagram services;
- A detailed description of the methods used to automate Facebook and Instagram functionality and provide Facebook and Instagram related services;
- A complete accounting of each and every customer who purchased your Facebook or Instagram services, including an accounting of all compensation or revenue received by You, and the URLs for each profile and/or Page for which You rendered those services;  
*and*
- A copy of each and every version of any software code You have developed or used to interact with the Facebook and Instagram websites and/or services.

If you ignore this letter and continue your current improper conduct, Facebook will take whatever measures it believes are necessary to enforce its rights, maintain the quality of its websites, and protect users' information and privacy.

This letter is not intended by us, and should not be construed by you, as a waiver or relinquishment of any of Facebook's rights or remedies in this matter. Facebook specifically reserves all such rights and remedies whether at law or in equity, under applicable domestic and foreign laws.

Very truly yours,



Gabriella Gallego

GG

**EXHIBIT 7**



Search:

ID	Type of promotion	Description	Minimum	Maximum	Minimum cost	Cost per 1000 (RUB)	Price over 1000 for resellers
1	1. Likes - 38r 📺	Bots with avatars.   Write-offs: 98%	10	10 000	0.38p for 10	38p per 1000	34p per 1000
5	5. Subscribers - 185 rubles	Subscribers mix: bots, offers, live. Speed up to a thousand per day. Cheat with a margin.   Write-offs: 40%	10	5 000	1.85p for 10	185p per 1000	167p per 1000
10	10. Subscribers - 269 rubles 🔥	Mix subscribers - offers and live from different countries. Quick start and uniform wrapping with a margin.   Write-offs: 37%	100	5 000	26.9p per 100	269p per 1000	242p for 1000
11	11. Subscribers - 61 rubles	Bots with avatars. No guarantee.   Write-offs: 99%	10	10 000	0.61p for 10	61p for 1000	55p per 1000
12	12. Subscribers (AR7 + 300) - 22 rubles	Bots with avatars. Large write-offs. Automatic rewinding of subscribers within 7 days if there is a lack of quantity, but not more than 300% of the number of subscribers ordered.	10	10 000	0.22p for 10	22p for 1000	20p per 1000
13	13. Subscribers - 36 rubles	Bots. No guarantee. Long start.	10	3 000	0.36p for 10	36p for 1000	33p per 1000
15	15. Subscribers - 103 rubles	Mostly offer accounts from different countries, partially live, of different quality. The speed depends on the current load.	10	3 000	1.03p for 10	103p for 1000	93p for 1000
18	18. Subscribers - 235 rubles 🔥	Mix subscribers - with and without avatars. Launch in a few days! Cheat is made with a margin, small write-offs in the first days. Lack of large write-offs in the long term. You can order again after the end of the promotion.	400	2 500	94p for 400	235p per 1000	215p per 1000
20	20. Subscribers - 52 rubles	Mix of offers and bots from different countries. Fast start. Added with a small margin.	10	2 000	0.52p for 10	52p per 1000	47p for 1000
21	21. Subscribers - 99r	Mix subscribers - offers from different countries and Russian bots. No guarantee.   Write-offs: 99%	1	5 000	0.1p for 1	99p per 1000	89p for 1000
22	22. Subscribers - 7p	Bots with avatars. No guarantee.   Write-offs: 99%	10	20 000	0.07p for 10	7p per 1000	6p per 1000
23	23. Subscribers - 179 rubles	Offers and bots mainly with avatars and publications. No guarantee.   Write-offs:	10	2 500	1.79p for 10	179p per 1000	161p per 1000



22	22. Subscribers - 7p	offs: 99%	10	20 000	0.07p for 10	7p per 1000	6p per 1000
23	23. Subscribers - 179 rubles	Offers and bots mainly with avatars and publications. No guarantee.   Write-offs: 97%	10	2 500	1.79p for 10	179p per 1000	161p per 1000
24	24. Subscribers - 272 rubles	Mostly Russian offers with avatars and publications. Start during the day.	500	10 000	136p for 500	272p per 1000	244p per 1000
26	26. Likes - 39r 📺	The starting speed depends on the current load. Bots with avatars.   Write-offs: 41%	10	5 000	0.39p for 10	39p per 1000	35p per 1000
28	28. Likes - 91r 📺	Fast. Offers and Russian bots like offers mainly with avatars and publications.   Write-offs: 97%	1	10 000	0.09p for 1	91p per 1000	82p per 1000
29	29. Likes - 34r 📺	Launching within a few days. Bots with avatars.   Write-offs: 96%	10	3 000	0.34p for 10	34p per 1000	31p per 1000
30	30. Likes - 19 years 📺	Bots with avatars. Large write-offs.	10	4 000	0.19p for 10	19p per 1000	17p per 1000
32	32. Likes - 27p	Mix of offers and bots from different countries. Moderate write-offs.	10	1 000	0.27p for 10	27p per 1000	24p for 1000
33	33. Likes - 175r 📺✓	Fast promotion with natural content from accounts from different countries, mostly live ones, with a large number of publications and subscribers. With likes, reach, impressions and views increase. Some users can also save the post, go to a profile or write a comment. Write-offs - 3%	10	25 000	1.75p for 10	175p for 1000	150p per 1000
34	34. Likes - 52r 📺	Mostly offer accounts from different countries, partially live, of different quality. The speed depends on the current load.   Write-offs: 19%	10	3 000	0.52p for 10	52p per 1000	46p for 1000
35	35. Likes - 120p 📺	Offers and bots with and without avatars. From different countries, partly Russian. The speed depends on the current load. With likes, coverage and impressions are added. Write-offs are minimal.	10	5 000	1.2p for 10	120p for 1000	110p for 1000
36	36. Likes - 22p	Bots. Slow start. The speed depends on the current load. Unstable.   Write-offs: 82%	10	5 000	0.22p for 10	22p for 1000	20p per 1000
37	37. Likes - 123p 📺	Russian bots with avatars and human names.   Write-offs: 34%	10	10 000	1.23p for 10	123p per 1000	111p for 1000
38	38. Likes - 92p	Offers and bots with avatars, partly with publications.   Write-offs: 95%	10	5 000	0.92p for 10	92p per 1000	82p per 1000
48	48. Video views with	Together with video views, coverage and statistics increase: 60% of viewers watch videos from an interesting one, 25% from					



48	48. Video views with statistics - 3p	Together with video views, coverage and statistics increase: 60% of viewers watch videos from an interesting one, 25% from a profile, 10% from a main page and 10% from another. 20% of viewers move from post to profile, increasing profile views. Interruptions are possible.	100	10 000 000	0.3p per 100	3p for 1000	2p per 1000
51	51. Video views - 1p 📺	Fast. With profile views and views.	100	10 000 000	0.1p for 100	1p for 1000	0.9p per 1000
61	61. Comments RU - 1700r 📺	Positive comments, mostly from Russian real Instagram users.	1	200	1.7p for 1	1700p for 1000	1540p for 1000
62	62. Own comments - 1111 rubles 📺	Own comments, mostly from Russian real Instagram users. Comments are added from different accounts, one per line.	1	50	1.11p for 1	1111p for 1000	1000p for 1000
64	64. Comments ru - 1515r	Russian comments on the post are mostly from Russian Instagram users.	1	100	1.52p for 1	1515p for 1000	1370p for 1000
84	84. Profile visits - 7p	Cheat profile visits. Instagram updates statistics with a delay, profile statistics are updated the next day.	100	50 000	0.7p per 100	7p per 1000	6p per 1000
85	85. Profile visits - 1p	Instagram updates statistics with a delay, profile statistics are updated the next day.	100	10 000 000	0.1p for 100	1p for 1000	0.9p per 1000
86	86. Views of temporary stories (Story) - 3p	Provide a link to your account.	10	15 000	0.03p for 10	3p for 1000	2p per 1000
87	87. Views of temporary stories (Story) - 11p 🔥	Provide a link to your account. All temporary stories will be viewed the specified number of times. Profile views are also added. Offers and bots from different countries, with and without avatars.	10	3 000	0.11p for 10	11p per 1000	10p per 1000
91	91. Reach and impressions of the publication - 1p 📺	Cheat unique visitors for publication from the profile and main page. In business profiles, the growth of indicators: Impressions and Reach. Instagram updates statistics with a delay. Fast start and smooth promotion. You can set the speed - the number of impressions per minute: from 1 to 500, or leave the maximum.	25	250 000	0.03p for 25	1p for 1000	0.8p per 1000
94	94. Conservation - 1p	Cheat publication saves (bookmarks).	100	25 000	0.1p for 100	1p for 1000	0.9p per 1000
98	98. Viewers live - 256R	Cheat viewers of live broadcast on Instagram. Provide a link to your account. Order after the launch of the broadcast. Viewers will also leave likes and emoji comments.	10	10 000	2.56p for 10	256p per 1000	200p for 1000





84	84. Profile visits - 7p	statistics with a delay, profile statistics are updated the next day.	100	50 000	0.7p per 100	7p per 1000	6p per 1000
85	85. Profile visits - 1p	Instagram updates statistics with a delay, profile statistics are updated the next day.	100	10 000 000	0.1p for 100	1p for 1000	0.9p per 1000
86	86. Views of temporary stories (Story) - 3p	Provide a link to your account.	10	15 000	0.03p for 10	3p for 1000	2p per 1000
87	87. Views of temporary stories (Story) - 11p 🧡	Provide a link to your account. All temporary stories will be viewed the specified number of times. Profile views are also added. Offers and bots from different countries, with and without avatars.	10	3 000	0.11p for 10	11p per 1000	10p per 1000
91	91. Reach and impressions of the publication - 1p 🧡🇺🇸	Cheat unique visitors for publication from the profile and main page. In business profiles, the growth of indicators: Impressions and Reach. Instagram updates statistics with a delay. Fast start and smooth promotion. You can set the speed - the number of impressions per minute: from 1 to 500, or leave the maximum.	25	250 000	0.03p for 25	1p for 1000	0.8p per 1000
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ID	Type of promotion	Description	Minimum	Maximum	Minimum cost	Cost per 1000 (RUB)	Price over 1000 for resellers
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Search:

ID	Type of promotion	Description	Minimum	Maximum	Minimum cost	Cost per 1000 (RUB)	Price over 1000 for resellers
1	1. Likes - 38r 📺	Bots with avatars.   Write-offs: 98%	10	10 000	0.38p for 10	38p per 1000	34p per 1000
5	5. Subscribers - 185 rubles	Subscribers mix: bots, offers, live. Speed up to a thousand per day. Cheat with a margin.   Write-offs: 40%	10	5 000	1.85p for 10	185p per 1000	167p per 1000
10	10. Subscribers - 269 rubles 🔥	Mix subscribers - offers and live from different countries. Quick start and uniform wrapping with a margin.   Write-offs: 37%	100	5 000	26.9p per 100	269p per 1000	242p for 1000
11	11. Subscribers - 61 rubles	Bots with avatars. No guarantee.   Write-offs: 99%	10	10 000	0.61p for 10	61p for 1000	55p per 1000
12	12. Subscribers (AR7 + 300) - 22 rubles	Bots with avatars. Large write-offs. Automatic rewinding of subscribers within 7 days if there is a lack of quantity, but not more than 300% of the number of subscribers ordered.	10	10 000	0.22p for 10	22p for 1000	20p per 1000
13	13. Subscribers - 36 rubles	Bots. No guarantee. Long start.	10	3 000	0.36p for 10	36p for 1000	33p per 1000
15	15. Subscribers - 103 rubles	Mostly offer accounts from different countries, partially live, of different quality. The speed depends on the current load.	10	3 000	1.03p for 10	103p for 1000	93p for 1000
18	18. Subscribers - 235 rubles 🔥	Mix subscribers - with and without avatars. Launch in a few days! Cheat is made with a margin, small write-offs in the first days. Lack of large write-offs in the long term. You can order again after the end of the promotion.	400	2 500	94p for 400	235p per 1000	215p per 1000
20	20. Subscribers - 52 rubles	Mix of offers and bots from different countries. Fast start. Added with a small margin.	10	2 000	0.52p for 10	52p per 1000	47p for 1000
21	21. Subscribers - 99r	Mix subscribers - offers from different countries and Russian bots. No guarantee.   Write-offs: 99%	1	5 000	0.1p for 1	99p per 1000	89p for 1000
22	22. Subscribers - 7p	Bots with avatars. No guarantee.   Write-offs: 99%	10	20 000	0.07p for 10	7p per 1000	6p per 1000
23	23. Subscribers - 179	Offers and bots mainly with avatars and	10	2 500	1.79p for 10	179p per 1000	161p per 1000



23	23. Subscribers - 179 rubles	Offers and bots mainly with avatars and publications. No guarantee.   Write-offs: 97%	10	2 500	1.79p for 10	179p per 1000	161p per 1000
24	24. Subscribers - 272 rubles	Mostly Russian offers with avatars and publications. Start during the day.	500	10 000	136p for 500	272p per 1000	244p per 1000
26	26. Likes - 39r 📺	The starting speed depends on the current load. Bots with avatars.   Write-offs: 41%	10	5 000	0.39p for 10	39p per 1000	35p per 1000
28	28. Likes - 91r 📺	Fast. Offers and Russian bots like offers mainly with avatars and publications.   Write-offs: 97%	1	10 000	0.09p for 1	91p per 1000	82p per 1000
29	29. Likes - 34r 📺	Launching within a few days. Bots with avatars.   Write-offs: 96%	10	3 000	0.34p for 10	34p per 1000	31p per 1000
30	30. Likes - 19 years 📺	Bots with avatars. Large write-offs.	10	4 000	0.19p for 10	19p per 1000	17p per 1000
32	32. Likes - 27p	Mix of offers and bots from different countries. Moderate write-offs.	10	1 000	0.27p for 10	27p per 1000	24p for 1000
33	33. Likes - 175r 📺✓	Fast promotion with natural content from accounts from different countries, mostly live ones, with a large number of publications and subscribers. With likes, reach, impressions and views increase. Some users can also save the post, go to a profile or write a comment. Write-offs - 3%	10	25 000	1.75p for 10	175p for 1000	150p per 1000
34	34. Likes - 52r 📺	Mostly offer accounts from different countries, partially live, of different quality. The speed depends on the current load.   Write-offs: 19%	10	3 000	0.52p for 10	52p per 1000	46p for 1000
35	35. Likes - 120p 📺	Offers and bots with and without avatars. From different countries, partly Russian. The speed depends on the current load. With likes, coverage and impressions are added. Write-offs are minimal.	10	5 000	1.2p for 10	120p for 1000	110p for 1000
36	36. Likes - 22p	Bots. Slow start. The speed depends on the current load. Unstable.   Write-offs: 82%	10	5 000	0.22p for 10	22p for 1000	20p per 1000
37	37. Likes - 123p 📺	Russian bots with avatars and human names.   Write-offs: 34%	10	10 000	1.23p for 10	123p per 1000	111p for 1000
38	38. Likes - 92p	Offers and bots with avatars, partly with publications.   Write-offs: 95%	10	5 000	0.92p for 10	92p per 1000	82p per 1000
48	48. Video views with statistics - 3p	Together with video views, coverage and statistics increase: 60% of viewers watch videos from an interesting one, 25% from a profile, 10% from a main page and 10% from another. 20% of viewers move from	100	10 000 000	0.3p per 100	3p for 1000	2p per 1000



38	38. Likes - 92p	Offers and bots with avatars, partly with publications.   Write-offs: 95%	10	5 000	0.92p for 10	92p per 1000	82p per 1000
48	48. Video views with statistics - 3p	Together with video views, coverage and statistics increase: 60% of viewers watch videos from an interesting one, 25% from a profile, 10% from a main page and 10% from another. 20% of viewers move from post to profile, increasing profile views. Interruptions are possible.	100	10 000 000	0.3p per 100	3p for 1000	2p per 1000
51	51. Video views - 1p 📺	Fast. With profile views and views.	100	10 000 000	0.1p for 100	1p for 1000	0.9p per 1000
61	61. Comments RU - 1700r 📺	Positive comments, mostly from Russian real Instagram users.	1	200	1.7p for 1	1700p for 1000	1540p for 1000
62	62. Own comments - 1111 rubles 📺	Own comments, mostly from Russian real Instagram users. Comments are added from different accounts, one per line.	1	50	1.11p for 1	1111p for 1000	1000p for 1000
64	64. Comments ru - 1515r	Russian comments on the post are mostly from Russian Instagram users.	1	100	1.52p for 1	1515p for 1000	1370p for 1000
84	84. Profile visits - 7p	Cheat profile visits. Instagram updates statistics with a delay, profile statistics are updated the next day.	100	50 000	0.7p per 100	7p per 1000	6p per 1000
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