

EXHIBIT A

FISHER, KLEIN & WOLFE, LLP

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Electronically
FILED
by Superior Court of California, County of San Mateo
ON 3/3/2022
By /s/ Una Finau
Deputy Clerk

6 Attorneys for Plaintiff BANGERBUDDY, LLC

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN MATEO, SOUTHERN BRANCH**
22-CIV-00931

10 BANGERBUDDY, LLC, a New Jersey Limited
11 Liability Company,

12 Plaintiff,

13 v.

14 INSTAGRAM, LLC, a Delaware Limited Liability
15 Company; META PLATFORMS, INC., a
16 Delaware Corporation; and DOES 1-20,

17 Defendants.

CASE NO.:
[Unlimited Jurisdiction]

COMPLAINT FOR DAMAGES FOR:

- 18 **(1) INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE;**
- 19 **(2) INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS;**
- 20 **(3) UNFAIR BUSINESS PRACTICES (BUS. & PROF. CODE, SECTION 17200); AND**
- 21 **(4) REQUEST FOR INJUNCTIVE RELIEF**

19 **COMES NOW** Plaintiff BANGERBUDDY, LLC, a New Jersey Limited Liability Company
20 (“Plaintiff”), and hereby alleges and complains for its Complaint against Defendants INSTAGRAM,
21 LLC (“Instagram”) and META PLATFORMS, INC. (individually, “Meta” and collectively
22 “Defendants”) as follows:

23 **JURISDICTION AND VENUE**

24 1. This Court has subject matter jurisdiction of the claims in this Complaint, which are all
25 based upon violations of California law, and the amount in controversy exceeds the jurisdictional
26 minimum of this Court.

27 2. This Court has personal jurisdiction over Meta and Instagram because their corporate
28 headquarters and principal places of business are in California. The Court also has specific personal

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1 jurisdiction over Defendants because they have sufficient minimum contacts with California, have
2 purposely availed themselves of California’s benefits and protection, and do a substantial amount of
3 business in California, such that the Court’s exercise of jurisdiction over Defendants is reasonable and
4 wholly consistent with traditional notions of fair play and substantial justice.

5 3. Venue is proper in San Mateo County under *California Code of Civil Procedure sections*
6 *395 and 395.5* because Defendants’ principal places of business are located in San Mateo County and
7 they perform substantial amounts of business in San Mateo County, and because a substantial part of
8 the events, omissions, and transactions complained of herein occurred in this County.

9 **PARTIES**

10 4. Plaintiff, Bangerbuddy, LLC, is a New Jersey Limited Liability Company with its
11 principal place of business located in Miami, Florida.

12 5. Defendant, Meta Platforms, Inc., upon information and belief, is a corporation whose
13 articles of incorporation are filed in the State of Delaware, with its principal executive offices located
14 at 1601 Willow Rd., Menlo Park, California 94025.

15 6. Defendant, Instagram, LLC, upon information and belief, is a limited liability company
16 whose articles of incorporation are filed in the state of Delaware, with its principal executive offices
17 located at 1601 Willow Rd., Menlo Park, California 94025.

18 **STATEMENT OF FACTS**

19 7. Plaintiff operates a highly success lifestyle brand under the name “Banger Buddy”
20 which has been recognized as one of the fastest growing platforms for providing user-friendly content
21 and entertainment to its millions of followers. Plaintiff provides content and goods such as news, media,
22 clothing and music, and has worked with world-class influencers and notable celebrities.

23 8. Plaintiff’s business uses social media accounts and relationships with social media users
24 to advertise and promote the business.

25 9. Plaintiff operates its Instagram accounts under the names of “@bangerbuddy”,
26 “@bangerbuddyevents” and “@nickfilchy” (collectively, the “Accounts”) for the purpose of
27 advertising and promoting its business.

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1 10. Additionally, Plaintiff had contracts with Instagram users to post content that would
2 draw attention to Plaintiff's business and products and drive online traffic to Plaintiff's Accounts.

3 11. Plaintiff further has ongoing contractual relationships with clients such as Fashion Nova,
4 and Gel Blaster, LLC, among many others, which have engaged the Plaintiff to post advertisements on
5 its Accounts to promote their respective products.

6 12. Plaintiff has invested hundreds of thousands of dollars into marketing and advertising
7 in order to augment its follower base for the Accounts, which has been the backbone for Plaintiff's
8 success.

9 13. Upon information and belief, Defendant Instagram is a social media service which is
10 owned by Defendant Meta Platforms, Inc.

11 14. Defendants provide specific terms and conditions within which its users are required to
12 operate.

13 15. Despite the fact that none of Plaintiff's Accounts have been in violation of Defendants'
14 terms and conditions, Plaintiff's Accounts have been continually taken down or suspended, allegedly
15 in violation of Defendants' terms and conditions of use.

16 16. Defendants' decision to take down or suspend Plaintiff's Accounts has disrupted, or
17 wholly precluded Plaintiff's ability to fulfill its contractual obligations and to advertise and promote its
18 business.

19 17. On multiple occasions, Plaintiff engaged with Defendants' staff and employees in
20 attempts to reactive its Accounts and confirm that there was no legitimate violation of Defendants'
21 terms and conditions of use. Plaintiff further advised that it was the victim of extortionate tactics by
22 other Instagram users who were sending baseless notices to the Defendants to harm the Plaintiff, to
23 which the Defendants unfortunately acceded. Indeed, Instagram is fraught with users who perpetrate a
24 business model whereby they "spam" violation notices to the Defendants in order to secure a
25 deactivation of the Accounts (among many others), and then demand large sums of money in order to
26 secure their reactivation, or, avoid future takedowns.

27 18. During conversations with Defendants' staff and employees Plaintiff made clear the
28 existence of its contracts and business relationships with third-parties that were being disrupted, and

1 the fact that the suspension of its Accounts had adversely affected its ability to fulfill and continue these
2 contracts and relationships.

3 19. Despite Plaintiff's repeated notices, Defendants either (a) failed and refused to reactive
4 the Accounts, or (b) eventually reactivated the Accounts, and then subsequently suspended them once
5 again within a matter of hours.

6 20. Plaintiff is informed and believes, and based thereon alleges, that certain individuals
7 who have engaged in the deactivation of its Accounts have access to Defendants' employees who will
8 assist them in ensuring that the suspension is lifted, presumably in exchange for a kickback in the event
9 an affected user such as the Plaintiff pays the ransom being demanded.

10 21. Notwithstanding months of engagement by the Plaintiff, Defendants arbitrarily
11 continued to suspend Plaintiff's Accounts, essentially aiding and abetting the extortionate tactics of the
12 users who were threatening (and following through on their threats) to initiate a suspension of Plaintiff's
13 Accounts.

14 22. Defendants have arbitrarily suspended and deactivated Plaintiff's Accounts while
15 enforcing its terms and conditions of use in a non-neutral manner. Indeed, Plaintiff alleges on
16 information and belief that the Defendants provide preferential treatment for celebrities and other users
17 whose accounts are assuredly subject to the same forms of attacks, but which are not being arbitrarily
18 suspended or deactivated by the Defendants on a weekly basis.

19 23. To date, Plaintiff has lost three and a half (3.5) months of marketing deals with its client,
20 Fashion Nova, and has been repeatedly precluded from fulfilling its contractual obligations to other
21 clients as a result of Defendants' misconduct and prejudicial treatment of the Plaintiff. This has resulted
22 in approximately \$70,000.00 per month in lost revenue, for a total of approximately \$250,000.00 in
23 lost revenue to date.

24 24. Plaintiff has further been required to refund various sums to its clients because it could
25 not provide advertising due to the suspension of its Accounts.

26 25. Due to Defendants' misconduct, Plaintiff's previous growth and trajectory have been
27 derailed. Indeed, as a direct result of Defendants' actions, Plaintiff has been unable to launch its clothing
28 line, unable to grow its audience base, lost industry credibility and lost thousands of potential clients

1 and customers to its competitors.

2 26. Plaintiff is further unable to enter into future contracts with third-parties due to the fact
3 that it is incapable of confirming that its Accounts will be active, and that it will have the capability of
4 fulfilling its contractual obligations. This has resulted in the loss of at least \$250,000.00, subject to
5 proof at the time of trial.

6 27. Plaintiff's staff have also been adversely impacted. Due to the financial losses resulting
7 from Defendants' conduct, Plaintiff has been forced to terminate employees, or, engage them in a
8 substantially diminished capacity.

9 28. Defendants' arbitrary behavior is willful, intentional and has prevented Plaintiff from
10 the legal, permissible use of its Accounts to promote, advertise and operate its business, causing
11 damages to the Plaintiff.

12 **FIRST CAUSE OF ACTION**

13 **(Intentional Interference with Prospective Economic Advantage)**

14 **(Against All Defendants)**

15 29. Plaintiff hereby realleges and incorporates by reference each of the allegations of all
16 Paragraphs above, as though fully set forth at length in this Cause of Action.

17 30. Plaintiff alleges that Defendants' conduct, as alleged above intentionally and willfully
18 disrupted Plaintiff's prospective economic advantage in maintaining its business relationships with
19 Instagram accounts and users "Fashion Nova", "Gel Blaster, LLC", among others, and maintaining a
20 consistent stream of clients and revenue.

21 31. Plaintiff alleges that it was in an economic relationship with Instagram accounts and
22 users that would have resulted in economic benefit to Plaintiff.

23 32. Plaintiff alleges that Defendants knew of the economic relationship between Plaintiff
24 and Instagram accounts and users Fashion Nova, Gel Blaster, LLC, and others, subject to proof.

25 33. Plaintiff alleges that Defendants engaged in the arbitrary, intentional, and wrongful act
26 of suspending or deactivating Plaintiff's accounts.

27 34. Plaintiff alleges that by engaging in this conduct, Defendants intended to disrupt the
28 relationships or knew that disruption of the relationships was certain or substantially certain to occur

1 as a result of Defendants' wrongful acts

2 35. Plaintiff alleges that the Plaintiff's business relationships were disrupted, that Plaintiff
3 was harmed, and that Defendants' conduct was a substantial factor in causing the harm.

4 36. As a direct, proximate, and foreseeable result of Defendants' arbitrary and wrongful
5 conduct as alleged above, Plaintiff has suffered damages in an amount to be proven at trial, but no less
6 than \$250,000.00. Plaintiff will seek leave of Court to amend this Complaint to set forth the exact
7 amount of damages when they have been ascertained.

8 37. Plaintiff alleges that Defendants have acted with malice and intent and have deliberately
9 and intentionally caused economic harm to Plaintiff with full knowledge of the wrongfulness of
10 Defendants' conduct. Plaintiff further alleges that Defendants' conduct was arbitrary, despicable,
11 carried out by Defendants with a willful and conscious disregard for Plaintiffs rights, and subjected
12 Plaintiff to unjust hardship. Therefore, Plaintiff should be awarded punitive and exemplary damages
13 sufficient to punish Defendants for engaging in this wrongful conduct and to deter similar conduct on
14 their part in the future.

15 38. Plaintiff believes and alleges that Defendants' arbitrary and illegal acts as described
16 above are a serious and continuing threat to Plaintiff's financial well-being and industry credibility. If
17 Defendants are allowed to continue their wrongful acts, Plaintiff will suffer further immediate and
18 irreparable injury, loss, and damage. Plaintiff is further informed and believes, and based thereon
19 alleges that, in the absence of preliminary and permanent injunctions as prayed for below Defendants
20 will continue to violate Plaintiff's rights by engaging in the conduct alleged above.

21 **SECOND CAUSE OF ACTION**

22 **(Intentional Interference with Contractual Relations)**

23 **(Against All Defendants)**

24 39. Plaintiff hereby realleges and incorporates by reference each of the allegations of all
25 Paragraphs above, as though fully set forth at length in this Cause of Action.

26 40. Plaintiff alleges that, at all times relevant herein, Defendants were aware of and had
27 knowledge of Plaintiff's contractual relationships with Instagram accounts and users.

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1 41. Plaintiff alleges that by Defendants' arbitrary, unjustified and unprivileged conduct, as
2 alleged above, Defendants intended to and did in fact disrupt the contractual relationships between
3 Plaintiff and Instagram accounts and users Fashion Nova, Gel Blaster, LLC, and others, subject to
4 proof.

5 42. Plaintiff alleges that there were contractual agreements between Plaintiff and Instagram
6 accounts and users Fashion Nova, Gel Blaster, LLC, and other subject to proof. Plaintiff alleges that
7 Defendants knew of these contractual agreements between Plaintiff and Instagram accounts and users.

8 43. Plaintiff alleges that Defendants' arbitrary and wrongful conduct prevented performance
9 of the contractual agreements.

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

12 45. Plaintiff alleges that that it was harmed and that Defendants' conduct was a substantial
13 factor in causing Plaintiffs harm.

14 46. As a direct, proximate, and foreseeable result of Defendants' arbitrary and wrongful
15 conduct as alleged above, Plaintiff has suffered damages in an amount to be proven at trial, but no less
16 than \$250,000. Plaintiff will seek leave of Court to amend this Complaint to set forth the exact amount
17 of damages when they have been ascertained.

18 47. Plaintiff alleges that Defendants have acted with malice and intent and have deliberately
19 and intentionally caused economic harm to Plaintiff with full knowledge of the wrongfulness of
20 Defendants' conduct. Plaintiff further alleges that Defendants' conduct was arbitrary, despicable,
21 carried out by Defendants with a willful and conscious disregard for Plaintiffs rights, and subjected
22 plaintiff to unjust hardship. Therefore, Plaintiff should be awarded punitive and exemplary damages
23 sufficient to punish Defendant for engaging in this wrongful conduct and to deter similar conduct on
24 their part in the future.

25 48. Plaintiff believes and alleges that Defendants' arbitrary and illegal acts as described
26 above are a serious and continuing threat to Plaintiffs financial well-being and industry credibility. If
27 Defendants are allowed to continue its wrongful acts, Plaintiff will suffer further immediate and
28 irreparable injury, loss, and damage. Plaintiff is further informed and believes, and based thereon

1 alleges that, in the absence of preliminary and permanent injunctions as prayed for below Defendants
2 will continue to violate Plaintiffs rights by engaging in the conduct alleged above.

3 **THIRD CAUSE OF ACTION**

4 **(Violation of Business and Professions Code, Section 17200, et seq.)**

5 **(Against All Defendants)**

6 49. Plaintiff hereby realleges and incorporates by reference each of the allegations of all
7 Paragraphs above, as though fully set forth at length in this Cause of Action.

8 50. Defendants’ acts, omissions, policies and practices set forth above constitute unfair
9 competition, in violation of section 17200 et seq. of the California Business and Professions Code.
10 Defendants’ business practices as alleged above constitute unlawful, unfair and/or fraudulent business
11 practices within the meaning of Section 17200 et seq. of the Business and Professions Code.

12 51. Among other things, Defendants’ business practices are unfair because they are
13 injurious and/or their utility is outweighed by the harm caused. Despite the fact that none of Plaintiff’s
14 Accounts violate Defendants’ terms and conditions, Plaintiff’s Accounts have been continually taken
15 down or suspended. Defendants’ decision to take down or suspend Plaintiffs accounts disrupted
16 Plaintiff’s ability to fulfill its contractual obligations and to advertise and promote its business.
17 Defendants’ refusal to enforce its terms in a consistent and neutral manner result in the disparate
18 treatment of users such as the Plaintiff. Defendants’ misconduct is necessary to allow the continued
19 extortionate acts of its users as alleged herein.

20 52. Defendants’ targeting and suspension of Plaintiff’s Accounts was arbitrary and made
21 without justification.

22 53. These unlawful and unfair business practices are likely to continue and present a
23 continuing threat to the public, including all other users of Instagram who are not given preferential
24 treatment. Therefore, Plaintiff requests a permanent injunction pursuant to Business and Professions
25 Code Section 17203 to enjoin and refrain Defendants from continuing its unfair business.

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REQUEST FOR RELIEF

WHEREFORE, the Plaintiff requests:

1. For compensatory damages, including general and special damages, according to proof, in the amount not less than \$250,000.00;
2. For a temporary injunctive relief, pending this litigation, barring Defendants and their agents, employees, assigns, and representatives, from arbitrarily and improperly suspending or deactivating Plaintiff's Instagram Accounts;
3. For a preliminary and permanent injunctive relief, barring Defendants and their agents, employees, assigns, and representatives, from arbitrarily and improperly suspending or deactivating Plaintiff's Instagram Accounts; and
4. For punitive and exemplary damages, according to proof at trial;
5. For prejudgment interest at the maximum legal rate;
6. For costs of suit incurred herein;
7. For attorney's fees as permitted by law; and
8. Any further relief which the Court may deem appropriate.

Dated: March 3, 2022

**FISHER, KLEIN & WOLFE, LLP
JEFFREY R. KLEIN**

By: 
Attorneys for Plaintiff Bangerbuddy, LLC

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**SUMMONS
(CITACION JUDICIAL)**

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

Electronically
FILED

3/3/2022

ON

By

/s/ Una Finau
Deputy Clerk

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

INSTAGRAM, LLC., a Delaware Limited Liability Company; META PLATFORMS, INC., a Delaware Corporation; and DOES 1-20

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

BANGERBUDDY, LLC, a New Jersey Limited Liability Company

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

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

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

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

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

The name and address of the court is:

(El nombre y dirección de la corte es):

San Mateo Superior Court, Southern Branch, Hall of Justice and Records
400 County Center, Redwood City, CA 94063

CASE NUMBER: (Número del Caso):
22-CIV-00931

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jeffrey R. Klein, Esq. (SBN 273310), Fisher, Klein & Wolfe, LLP, 9401 Wilshire Blvd., Ste. 640, Beverly Hills, CA 90212, 310-278-4300

DATE: 3/3/2022

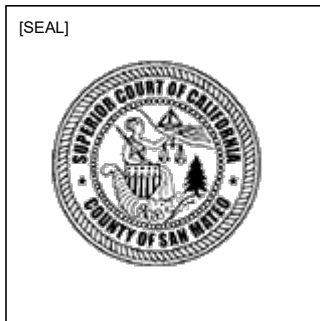
(Fecha)

Neal I. Taniguchi Clerk, by
(Secretario)

/s/ Unaloto Finau, Deputy
(Adjunto)

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

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



NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.
2. as the person sued under the fictitious name of (specify):
3. on behalf of (specify):
under: CCP 416.10 (corporation) CCP 416.60 (minor)
 CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 other (specify):
4. by personal delivery on (date):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, and address): Jeffrey R. Klein, Esq. (SBN 273310) Fisher, Klein & Wolfe, LLP 9401 Wilshire Boulevard, Suite 640, Beverly Hills, CA 90212-2913

FOR COURT USE ONLY

TELEPHONE NO.: 310-278-4300 FAX NO. (Optional): 310-278-5430 E-MAIL ADDRESS: jrk@fisherwolfe.com ATTORNEY FOR (Name): Plaintiff Bangerbuddy, LLC

Electronically FILED by Superior Court of California, County of San Mateo ON 3/3/2022 By /s/ Una Finau Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN MATEO STREET ADDRESS: 400 County Center MAILING ADDRESS: 400 County Center CITY AND ZIP CODE: Redwood City, CA 94063 BRANCH NAME: Southern Branch - Hall of Justice and Records

CASE NAME: Bangerbuddy, LLC v. Instagram, LLC, et al.

CASE NUMBER: 22-CIV-00931 JUDGE: DEPT.:

CIVIL CASE COVER SHEET [x] U d [] L d (Amount demanded exceeds \$25,000) [] Counter [] Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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

1. Check box below for the case type that best describes this case: A T r [] Auto (22) [] Uninsured motorist (46) O r P I P D D (P r l r P r r D r D) T r [] Asbestos (04) [] Product liability (24) [] Medical malpractice (45) [] Other PI/PD/WD (23) N P I P D D (O r) T r [x] Business tort/unfair business practice (07) [] Civil rights (08) [] Defamation (13) [] Fraud (16) [] Intellectual property (19) [] Professional negligence (25) [] Other non-PI/PD/WD tort (35) E [] Wrongful termination (36) [] Other employment (15) C r [] Breach of contract/warranty (06) [] Rule 3.740 collections (09) [] Other collections (09) [] Insurance coverage (18) [] Other contract (37) R P r r [] Eminent domain/Inverse condemnation (14) [] Wrongful eviction (33) [] Other real property (26) U D r [] Commercial (31) [] Residential (32) [] Drugs (38) J d R [] Asset forfeiture (05) [] Petition re: arbitration award (11) [] Writ of mandate (02) [] Other judicial review (39) Pr C C L (C R C r r) [] Antitrust/Trade regulation (03) [] Construction defect (10) [] Mass tort (40) [] Securities litigation (28) [] Environmental/Toxic tort (30) [] Insurance coverage claims arising from the above listed provisionally complex case types (41) E r J d [] Enforcement of judgment (20) M C C [] RICO (27) [] Other complaint (not specified above) (42) M C P [] Partnership and corporate governance (21) [] Other petition (not specified above) (43)

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

Date: March 3, 2022 Jeffrey R. Klein, Esq. (TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

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

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET


T P **d O r F Fr P r** If you are filing a first paper (for example, a complaint) in a civil case, you complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **r r** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

T P r R C C A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

T P r C C In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

<p>A T r Auto (22)–Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</p> <p>O r P I P D D (P r l r Pr r D r D) T r Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability (not asbestos or toxic environmental) (24) Medical Malpractice (45) Medical Malpractice–Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD</p> <p>N P I P D D (O r) T r Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (not medical or legal) Other Non-PI/PD/WD Tort (35)</p> <p>E Wrongful Termination (36) Other Employment (15)</p>	<p>C r Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) Contract/Warranty Breach–Seller Plaintiff (not fraud or negligence) Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty</p> <p>R Pr r Collections (e.g., money owed, open book accounts) (09) Collection Case–Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (not provisionally complete) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute</p> <p>Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (not eminent domain, landlord tenant, or foreclosure)</p> <p>U D r Commercial (31) Residential (32) Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</p> <p>J d R Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ–Administrative Mandamus Writ–Mandamus on Limited Court Case Matter Writ–Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal–Labor Commissioner Appeals</p>	<p>Pr C C L (C R C r R) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (arising from provisionally complete case type listed above) (41)</p> <p>E r J d Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (non-domestic relations) Sister State Judgment Administrative Agency Award (not unpaid taxes) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case</p> <p>M C C RICO (27) Other Complaint (not specified above) (42) Declaratory Relief Only Injunctive Relief Only (non-harassment) Mechanics Lien Other Commercial Complaint Case (non-tort non-complete) Other Civil Complaint (non-tort non-complete)</p> <p>M C P Partnership and Corporate Governance (21) Other Petition (not specified above) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition</p>
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	SUPERIOR COURT OF SAN MATEO COUNTY Civil Division 400 County Center, 1 st Floor, Room A Redwood City, CA 94063 (650) 261-5100 www.sanmateocourt.org	FOR COURT USE ONLY FILED SAN MATEO COUNTY 3/3/2022 Clerk of the Superior Court /s/ Unaloto Finau <hr/> DEPUTY CLERK CASE NUMBER: 22-CIV-00931
PETITIONER/PLAINTIFF: BANGERBUDDY, LLC, A NEW JERSEY LIMITED LIABILITY COMPANY		
RESPONDENT/DEFENDANT: INSTAGRAM, LLC, A DELAWARE LIMITED LIABILITY COMPANY; META PLATFORMS, INC., A DELAWARE CORPORATION; DOES 1-20		
NOTICE OF ASSIGNMENT FOR ALL PURPOSES (CIVIL) AND NOTICE OF CASE MANAGEMENT CONFERENCE		

By order of the Presiding Judge pursuant to San Mateo County Superior Court Local Rule 3.200(a) the above entitled matter is assigned for all purposes to: **Robert D Foiles** in **Department 21**.

An Initial Case Management Conference is set before the Civil Commissioner, as follows:

DATE: 7/5/2022

TIME: 10:00 AM

LOCATION: 1050 Mission Road, South San Francisco, CA 94080

APPEARANCES SHALL BE REMOTE ONLY. Please visit our website at for information on remote appearances:
https://www.sanmateocourt.org/general_info/remote_appearance.php

ASSIGNED DEPARTMENT INFORMATION

To schedule a Law and Motion Hearing, please see Local Rule 3.402, or visit the assigned Judicial Officer's webpage at: www.sanmateocourt.org/civiljudges.

Contact information for your assigned department is as follows:

Judicial Officer	Department Phone	Department E-mail
Robert D Foiles	650-261-5121	Dept21@sanmateocourt.org

CASE MANAGEMENT CONFERENCE INFORMATION

You are hereby given notice of your Initial Case Management Conference. The date, time and department are noted above.

1. In accordance with applicable California Rules of the Court and Local Rules, you are hereby ordered to:
 - a) Serve all named defendants and file proofs of service on those defendants with the court within 60-days of filing the complaint (CRC 3.110(b); Local Rule 3.804).
 - b) Serve a copy of this Notice, blank form of the Case Management Statement and ADR Information Package on all named parties in this action (Local Rule 3.804(a)). Documents are available online under the CIVIL CMC Packet section at: http://sanmateocourt.org/court_divisions/civil/
 - c) File and serve a completed Case Management Statement at least 15 days before the Case Management Conference (CRC 3.725; Local Rule 3.805(c)). Failure to do so may result in monetary sanctions or the continuance of the CMC.

d) Meet and confer, in person or by telephone, to consider each of the issues identified in CRC 3.724 no later than 30 days before the date set for the Case Management Conference (Local Rule 3.805(b)).

2. Parties may proceed to an Appropriate Dispute Resolution process (“ADR”) by filing a *Stipulation and Order to ADR* (Local Form ADR-CV-1). File and serve the completed *Stipulation and Order to ADR* form at least 12 days prior to the Case Management Conference (Local Rule 3.805(f)). You may find this form and information regarding the Civil ADR Program online at http://sanmateocourt.org/court_divisions/adr/civil/

For additional information, you may visit the Judicial officer’s webpage at: www.sanmateocourt.org/civiljudges

CLERK’S CERTIFICATE OF SERVICE

I hereby certify that I am the clerk of this Court, not a party to this cause; that I served a copy of this notice on the below date, by hand by electronic service to the parties or their counsel of record at the email addresses set forth below and shown by the records of this Court or by placing a copy thereof in separate sealed envelopes addressed to the address shown by the records of this Court, and by then sealing said envelopes and depositing same, with postage fully pre-paid thereon, in the United States Mail at Redwood City, California.

Date: 3/3/2022

Neal I Taniguchi, Court Executive Officer/Clerk

By: /s/ Unaloto Finau
Unaloto Finau, Deputy Clerk

Notice being served on:

DAVID R FISHER
FISHER KLEIN & WOLFE LLP
9401 WILSHIRE BOULEVARD, SUITE 640
BEVERLY HILLS CA 90212-2913

Attorney or Party without Attorney: DAVID R. FISHER (SBN 119773) FISHER & WOLFE, LLP 9401 Wilshire Blvd., Suite 640 Beverly Hills, California, 90212 Telephone No: 310- 278-4300 Attorney For: Plaintiff BANGERBUDDY, LLC				For Court Use Only Electronically FILED by Superior Court of California, County of San Mateo ON 3/10/2022 By <u>/s/ Kenneth Wong</u> Deputy Clerk	
Ref. No. or File No.:					
Insert name of Court, and Judicial District and Branch Court: SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN MATEO, SOUTHERN BRANCH					
Plaintiff: BANGERBUDDY, LLC, a New Jersey Limited Liability Company Defendant: INSTAGRAM, LLC, a Delaware Limited Liability Company; et al.					
PROOF OF SERVICE SUMMONS		Hearing Date:	Time:	Dept/Div:	Case Number: 22-CIV-00931

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the Summons, Complaint; Civil Case Cover Sheet; Notice Of Assignment For All Purposes (Civil) And Notice Of Case Management Conference; Case Management Statement; ADR Stipulation and Evaluation Instructions; Stipulation And Order To Appropriate Dispute Resolution
3.
 - a. Party served: INSTAGRAM, LLC, a Delaware Limited Liability Company
 - b. Person served: Lynanne Gares, Litigation Management, Corporation Service Company, Registered Agent
4. Address where the party was served: 251 Little Falls Dr, Wilmington, DE 19808
5. I served the party:
 - a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): Wed, Mar 09 2022 (2) at (time): 11:55 AM
 - (1) (business)
 - (2) (home)
 - (3) (other) :
6. The "Notice to the Person Served" (on the summons) was completed as follows:
 - a. as an individual defendant.
 - b. as the person sued under the fictitious name of (specify):
 - c. as occupant.
 - d. On behalf of (specify): INSTAGRAM, LLC, a Delaware Limited Liability Company under the following Code of Civil Procedure section:

<input type="checkbox"/> 416.10 (corporation)	<input type="checkbox"/> 415.95 (business organization, form unknown)
<input type="checkbox"/> 416.20 (defunct corporation)	<input type="checkbox"/> 416.60 (minor)
<input type="checkbox"/> 416.30 (joint stock company/association)	<input type="checkbox"/> 416.70 (ward or conservatee)
<input type="checkbox"/> 416.40 (association or partnership)	<input type="checkbox"/> 416.90 (authorized person)
<input type="checkbox"/> 416.50 (public entity)	<input type="checkbox"/> 415.46 (occupant)
<input checked="" type="checkbox"/> other: Limited Liability Company	



Judicial Council Form POS-010
 Rule 2.150.(a)&(b) Rev January 1, 2007

PROOF OF SERVICE SUMMONS

6784757
 (4919072)
 Page 1 of 2

Attorney or Party without Attorney: DAVID R. FISHER (SBN 119773) FISHER & WOLFE, LLP 9401 Wilshire Blvd., Suite 640 Beverly Hills, California, 90212 Telephone No: 310- 278-4300 Attorney For: Plaintiff BANGERBUDDY, LLC				For Court Use Only
			Ref. No. or File No.:	
Insert name of Court, and Judicial District and Branch Court: SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN MATEO, SOUTHERN BRANCH				
Plaintiff: BANGERBUDDY, LLC, a New Jersey Limited Liability Company Defendant: INSTAGRAM, LLC, a Delaware Limited Liability Company; et al.				
PROOF OF SERVICE SUMMONS	Hearing Date:	Time:	Dept/Div:	Case Number: 22-CIV-00931

Recoverable cost Per CCP 1033.5(a)(4)(B)

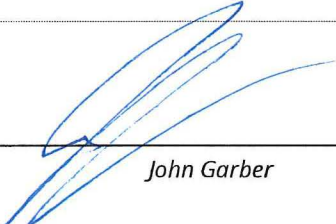
7. Person who served papers

- a. Name: John Garber
- b. Address: **FIRST LEGAL**
1517 W. Beverly Blvd.
LOS ANGELES, CA 90026
- c. Telephone number: (213) 250-1111
- d. The fee for service was: \$190.70
- e. I am:
 - (1) not a registered California process server.
 - (2) exempt from registration under Business and Professions Code section 22350(b).
 - (3) a registered California process server:
 - (i) owner employee independent contractor
 - (ii) Registration No:
 - (iii) County:

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

03/09/2022

(Date)



 John Garber



Judicial Council Form POS-010
Rule 2.150.(a)&(b) Rev January 1, 2007

**PROOF OF
SERVICE
SUMMONS**

6784757
(4919072)
Page 2 of 2

Attorney or Party without Attorney: DAVID R. FISHER (SBN 119773) FISHER & WOLFE, LLP 9401 Wilshire Blvd., Suite 640 Beverly Hills, California, 90212 Telephone No: 310- 278-4300 Attorney For: Plaintiff BANGERBUDDY, LLC				For Court Use Only Electronically FILED by Superior Court of California, County of San Mateo ON 3/10/2022 By <u>/s/ Kenneth Wong</u> Deputy Clerk	
Ref. No. or File No.:					
Insert name of Court, and Judicial District and Branch Court: SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN MATEO, SOUTHERN BRANCH					
Plaintiff: BANGERBUDDY, LLC, a New Jersey Limited Liability Company Defendant: INSTAGRAM, LLC, a Delaware Limited Liability Company; et al.					
PROOF OF SERVICE SUMMONS		Hearing Date:	Time:	Dept/Div:	Case Number: 22-CIV-00931

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2. I served copies of the Summons; Complaint; Civil Case Cover Sheet; Case Management Statement; Notice Of Assignment For All Purposes (Civil) And Notice Of Case Management Conference; Appropriate Dispute Resolution Information Sheet ; ADR Stipulation and Evaluation Instructions; Stipulation And Order To Appropriate Dispute Resolution
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 - a. Party served: META PLATFORMS, INC., a Delaware Corporation
 - b. Person served: Lynanne Gares, Litigation Management, Corporation Service Company, Registered Agent
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 - (1) (business)
 - (2) (home)
 - (3) (other) :
6. The "Notice to the Person Served" (on the summons) was completed as follows:
 - a. as an individual defendant.
 - b. as the person sued under the fictitious name of (specify):
 - c. as occupant.
 - d. On behalf of (specify): META PLATFORMS, INC., a Delaware Corporation under the following Code of Civil Procedure section:

<input checked="" type="checkbox"/> 416.10 (corporation)	<input type="checkbox"/> 415.95 (business organization, form unknown)
<input type="checkbox"/> 416.20 (defunct corporation)	<input type="checkbox"/> 416.60 (minor)
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<input type="checkbox"/> 416.40 (association or partnership)	<input type="checkbox"/> 416.90 (authorized person)
<input type="checkbox"/> 416.50 (public entity)	<input type="checkbox"/> 415.46 (occupant)
<input type="checkbox"/> other:	



Judicial Council Form POS-010
 Rule 2.150.(a)&(b) Rev January 1, 2007

**PROOF OF
 SERVICE
 SUMMONS**

6784764
 (4919078)
 Page 1 of 2

Attorney or Party without Attorney: DAVID R. FISHER (SBN 119773) FISHER & WOLFE, LLP 9401 Wilshire Blvd., Suite 640 Beverly Hills, California, 90212 Telephone No: 310- 278-4300 Attorney For: Plaintiff BANGERBUDDY, LLC				For Court Use Only Ref. No. or File No.:
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Plaintiff: BANGERBUDDY, LLC, a New Jersey Limited Liability Company Defendant: INSTAGRAM, LLC, a Delaware Limited Liability Company; et al.				
PROOF OF SERVICE SUMMONS	Hearing Date:	Time:	Dept/Div:	Case Number: 22-CIV-00931

Recoverable cost Per CCP 1033.5(a)(4)(B)

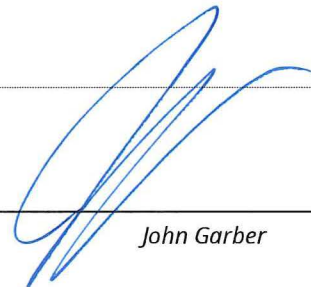
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- c. Telephone number: (213) 250-1111
- d. The fee for service was: \$100.95
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 - (ii) Registration No:
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8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

03/09/2022

(Date)



John Garber



Judicial Council Form POS-010
 Rule 2.150.(a)&(b) Rev January 1, 2007

**PROOF OF
 SERVICE
 SUMMONS**

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