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

Havensight Capital LLC, A)
USVI Limited Liability) **Case No.: 2:15-cv-03758**
Corporation) **Complaint**
Plaintiff,)
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Facebook, Inc., A Delaware
Corporation,
Does 1 to 10
Defendant

COMPLAINT

Jurisdiction

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

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

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5 **Venue**

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

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

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

2 See Attached Exhibits of Facebook Ads Manager Screen

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

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

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

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

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

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

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

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

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8 Further, the definition of monopolistic behavior is
9 the power to "exclude competition." See *United States*
10 *v. E.I. DuPont de Nemours & Co.*, 351 U.S. 377, 391
11 (1956). The Defendant, here, is able to unfairly
12 exclude competition through its predatory pricing for
13 online marketing services, and fraudulent
14 misrepresentations, about the success of these
15 services. Specifically, the Defendant, here, grossly
16 inflated the success of its online marketing products
17 by 30%, provides no transparency on pay for click
18 pricing, and abolishes efficiencies by requiring
19 customers to create completely separate campaigns for
20 individual products, and services. A customer can only
21 enter, here, on picture and website in a campaign.
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1 The Court can find liability, here, if the
2 Defendant has acted in any one of the following three
3 prong capacities: unlawfully, fraudulently, and
4 unfairly. *State Farm Fire Cas Co. v. Superior Court*,
5 (1996) 45 CA 4th 1093, 1104. "Unfair" is defined, as
6 any action, which contravenes anti-trust policy or
7 threatens competition. *Id.* Moreover, the fraudulently
8 prong can be found to be satisfied, with any
9 presentation that is misleading by the Defendant.
10 *Boslina v. Home Loan Center Inc.* (2011) 198 CA 4th 230,
11 129. Unlawful business practices can be found by the
12 Court, simply if the Defendant has committed an act,
13 which threatens the laws of competition. *Cal Tech*
14 *Communications, Inc. v. Los Angeles Cellular Tel Co.*,
15 (1999) 20 C 4th 163, 187.

16 The Defendant, here, violated this Unfair business
17 tort, as clearly the prong of misleading, and
18 fraudulent representations in marketing, is satisfied,
19 here, through the Defendant's exhibited alleged gross
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1 over inflation of website visits, as a result of its
2 online marketing services. *Boslina v.* See Attached
3 *Exhibit*. Specifically, the alleged misrepresentation
4 and inflation of website clicks on the Defendant's Ads
5 Manager page. This behavior, here, has been shown to
6 be systematic, and continuous, as the Plaintiff alleges
7 that all purchased campaigns, demonstrated, this
8 fraudulent reporting, and the presence of material
9 discrepancies between, Ads Manager, and Google
10 Analytics.
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16 Further, the Court, here, can also see that the
17 Defendant has engaged in behavior, with the intention
18 of "excluding competition," through allegedly
19 exaggerating, here, the effectiveness, and success of
20 its online marketing products, and fraudulently
21 manipulating, the customer acquisition data, sent to
22 Facebook customers. *State Farm v.* See Attached
23 *Exhibits*. Further, the Defendant also has created a
24 predatory pricing structure, here, through its non-
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1 transparent bid for clicks pricing model, and has
2 unfairly raised prices on unsuspecting customers, here,
3 as a direct result of its alleged fraudulent
4 conveyances. The Court has a duty, here, to protect
5 the public from monopolistic companies that allegedly
6 take advantage of their position, to inflate results,
7 and overcharge customers for services in order to
8 remain illegally dominant in the marketplace. *Id.*
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15 **III. Intentional Interference with Contractual**
16 **Relations**
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19 The Court should probably find that the defendant
20 committed the tort of Intentional Interference with
21 Contractual Relations, *Leasing Corp. v. Geltman*, 406
22 Mass. 811, 812, 551 N.E.2d 20 n. 6 (Mass. 1990), the
23 Court held that a party is liable for intentional
24 interference with contractual relations, if a valid
25 contract existed, that defendant had knowledge of the
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1 contract, that defendant acted intentionally and
2 improperly, and that plaintiff was injured by the
3 defendant's actions.
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6 In this case, there was an intentional interference
7 with contractual relations, here, because the Defendant
8 probably had constructive notice of contractual
9 relations. The Defendant, here, offered an online
10 marketing tool for business owners, and for the sole
11 purpose of creating contractual relations with e-
12 commerce customers. *Id.* The Contractual relations,
13 here, were valid, as they were relations for consumer
14 products, and services, and the Plaintiff, here,
15 allegedly was injured by the Defendant, as a direct
16 result of the Defendant's fraudulent behavior and
17 alleged misrepresentation of its delivery of marketing
18 services. *Id.* The Plaintiff, here, had its businesses
19 damaged, as a direct result of being sent improper
20 customer acquisition data, overpaying for online
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1 marketing services, and making improper business
2 decisions, based on the alleged improper data.

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

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

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1 The Defendant should probably be found to have
2 violated the tort of Vertical and Horizontal price
3 fixing. A Defendant should be found liable for any
4 action that adversely affects the marketplace, and
5 competition, without legal justification. *Marin Country*
6 *Bd. Of Realtors Inc. v. Palsson*, (1976) 16 C 3d 920,
7 930, 931. See also *Custom Kitchen v. Owens-Illinois*
8 *Inc.*, (1987) 191 CA 3d 1341. Moreover, a Defendant can
9 also be found liable for the tort for "tying" products,
10 under *California Business and Practices Code Section*
11 *16727*. This is where a Defendant forces a customer, to
12 purchase a separate product concurrently, with another
13 product which is marginally distinct. *Id.* In *Freeman v.*
14 *San Diego Ass'n of Realtors*, (1999) 77 CA 4th 171, 188,
15 189, the Court found liability for the Defendant
16 interfering, with the distributor's ability to set,
17 raise, or maintain prices through the manipulation of
18 capacity. Also See *Kowlong v. Dow Jones & Co. Inc.*
19 (1982) 137 CA 3d 709. Finally, the Court has upheld
20 this law on many occasions and recently in an analogous
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1 case, upheld a government fine of close to \$300MM for a
2 tech company illegally inflating the price of DRAM
3 products, to their customers. See *State of California*
4 *v. Infineone Tech.*, 2010 WL 3411378 (N.D. Cal.)
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8 The Defendant, here, should be found liable of the
9 tort of price fixing because like in *Freeman v.*, and
10 *State of California v.*, the Defendant constrained
11 trade, and affected the market through allegedly
12 grossly inflating the results of its online marketing
13 product, and engaging in Vertical price fixing in the
14 sales of its online products. Specifically, the
15 Defendant, here, allegedly represented that it had
16 delivered more website visits from potential customers
17 than it actually had, to the Plaintiff, and thus
18 allegedly inappropriately charged for these online
19 marketing services. See *Attached Exhibits*.
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26 Further, the Defendant, here, engages in Vertical
27 price fixing. Specifically, here, the Defendant
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1 constrains capacity, like in *Freeman v.*, as a Plaintiff
2 is unable to determine how much it will cost to obtain
3 a click for its business website upon purchase of
4 Defendant's marketing products, and the Plaintiff is
5 constrained from marketing multiple products, within a
6 single campaign. The Defendant, here, operates a
7 clandestine bid system, which generates inequitable
8 prices per Website click across customers, and its Ads
9 creation tool, here, does not allow customers to add
10 additional pictures or websites to a purchased
11 campaign. This monopolistic behavior creates market
12 inefficiencies, and capitalizes on the fact that other
13 social networking sites of Facebook's scale, neither,
14 exist, nor offer such online marketing services.
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22 Moreover, the Defendant should also be found to
23 have violated the tort of Price Fixing, here, as the
24 Defendant engages, in product tying. *California*
25 *Business and Practices Code Section 16727.* The
26 Defendant, here, required the Plaintiff's staff to sign
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1 up, and create a profile in its social networking
2 business, in order to gain access to its online
3 marketing products. The Plaintiff, here, was not able,
4 to purchase the online marketing products, without this
5 social networking sign up. This is product tying per
6 se, as the Plaintiff staff, here, was forced to sign up
7 for Facebook, in order to access the Defendant's online
8 marketing products.
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13 Lastly, the Defendant, here, as mentioned above,
14 also provides online marketing products only, in a bid
15 format, where a customer bids for clicks in a non-
16 transparent virtual online market. This bidding
17 pricing structure, here, also constitutes product
18 tying, as the Plaintiff, here, allegedly is required to
19 make bids on a variety of different, and distinct,
20 online platforms, in order to obtain potential website
21 clicks, thus bids on multiple types of online marketing
22 platforms are unduly being forced, on all of the
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1 Defendant's customers, as a result of the Defendant's
2 predatory pricing schemes.
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5 Moreover, such a bidding format, here, as also
6 mentioned above, does not provide for the Defendant to
7 commit to the cost per click of an online ad, rather
8 the customer is told through the Ad manager what price
9 per click is charged to the customer, based on
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11 Facebook's magical bid system. *See Attached Exhibits.*
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13 If the Ads Manager, here, demonstrates fraudulent
14 conveyances, regarding clicks, then the Court should
15 also consider, here, the Defendant's non transparent
16 and inequitable pricing model, to aid in the fraud.
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18 This is per se Vertical price fixing. The Defendant is
19 constricting trade, and altering market forces by
20 charging individual customers different respective
21 prices for online marketing services, on a per click
22 basis. Perhaps, some content warrants a higher
23 marketing click price, but the pricing should still be
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1 uniform for customers, either, across intended
2 industries, or, target audiences.
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5 The Court, here, should find that the Defendant
6 allegedly purposefully engages, in constrictive and
7 fraudulent marketing behavior, whose sole purpose,
8 here, is to extort unduly earned money from its
9 customers, inflate the success of its offered services,
10 and solidify, its impenetrable industry monopoly on
11 online social networking marketing. The Court has a
12 duty to protect the public, and not allow Facebook to
13 continue to engage, in an alleged predatory price
14 fixing scheme, which capitalizes on its monopoly, and
15 also emboldens the Defendant, to engage in alleged
16 fraudulent conveyances of the success of its products.
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21 **Such Fraudulent conveyances of bid clicks, in turn, are**
22 **further increasing, the actual costs associated, with**
23 **the Defendant's illegal price schemes.** The Defendant
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25 will continue to cause takings, here, of startup
26 companies, which rely heavily on the Defendant's
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1 alleged marketing services, unless the Court, here,
2 steps in, and sends Facebook a message, about these
3 Unfair business, and price fixing practices.
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6 **Request for Jury Trial**
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9 The Plaintiff, here, requests the Court to grant a Jury
10 trial, pursuant to *Rule 38 FRCP*.
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13 **Request for Relief**
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16 Plaintiff seeks U.S. \$278 million, in compensatory
17 damages for the damage to, and taking of its business
18 property, and the damage to all exiting, and potential
19 relations with Plaintiff's customers. Also, in *Waits v.*
20 *Frito Lay, Inc.* 978 F.2d 1093 (9th Cir. 1992), the
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22 Court held that punitive damages are available where it
23 is proven by clear and convincing evidence that the
24 Defendant is guilty of either, fraud, or malice. The
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26 Defendant, here, clearly engages, in fraud through the
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1 alleged fraudulent conveyance of the website clicks
2 generated by its Online marketing products, and gross
3 predatory product pricing, thus punitive relief should
4 be duly granted, in the amount of U.S. \$200 million,
5 and a total of U.S. \$478 million, should be awarded in
6 damages.
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11 Respectfully submitted,

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