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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT COURT OF CALIFORNIA

10 MICKEY LACOSTE,
11 Plaintiff,

12 vs.

13 INSTAGRAM, INC., A
14 DELAWARE CORPORATION,

15 and

16 FACEBOOK, INC., A DELAWARE
17 CORPORATION

18 Defendants.
19

} Case No.:
}
} COMPLAINT FOR DAMAGES FOR
} TORTIOUS INTENTIONAL
} INTERFERENCE WITH
} CONTRACTUAL RELATIONS AND
} INTENTIONAL INTERFERENCE
} WITH PROSPECTIVE ECONOMIC
} ADVANTAGE
} REQUEST FOR INJUNCTIVE RELIEF
} DEMAND FOR A JURY TRIAL

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21 **Jurisdiction**

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

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Venue

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

Parties

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

4. Defendant, Instagram, LLC, upon information and belief, is a limited liability corporation whose articles of incorporation are filed in the state of Delaware and is a citizen of the state of Delaware.

5. Defendant, Facebook, Inc., upon information and belief, is a corporation whose articles of incorporation are filed in the state of Delaware and is a citizen of the state of Delaware.

Statement of Facts

6. Plaintiff operates a sole proprietorship at his personal residence in the state of California.

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2 7. Plaintiff's business sells various pieces of lingerie and other apparel,
3 using social media accounts and relationships with social media users and
4 accounts to advertise and promote the business.
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6 8. Plaintiff operated Instagram accounts with the names of
7 "Nymphokitty," "CallofBody," and "FreakyCuddl3s" for the purpose of
8 advertising and promoting his business.
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10 9. Additionally, Plaintiff had contracts with Instagram users, including
11 the accounts and users "Cloutgods," "OmniQue Design," "Malu Marketing,"
12 "Purpp," "Amy Lazard," "Nikki Parimore," and "Anilsa Arias" to post content
13 that would draw attention to Plaintiff's business and products and draw online
14 traffic to Plaintiff's accounts and business.
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17 10. Defendant Instagram is a social media service which is owned by
18 Defendant Facebook, Inc.
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20 11. Defendant does not allow users to post images or other content
21 displaying nudity.
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23 12. Despite the fact that none of Plaintiff's posts contain nudity, Plaintiff's
24 accounts have been continually taken down or suspended, allegedly in violation
25 of Instagram's terms and conditions of use.
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2 13. Defendant's decision to take down or suspend Plaintiff's accounts
3 disrupted Plaintiff's ability to fulfill his contractual obligations and to advertise
4 and promote his business.
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6 14. On multiple occasions, Plaintiff engaged with Defendants' staff and
7 employees in attempts to ensure that his accounts conformed to Defendants'
8 stated terms and conditions of use.
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10 15. During conversations with Defendants' staff and employees Plaintiff
11 made clear the existence of his contracts and business relationships, and the
12 fact that the suspension of his accounts had adversely affected his ability to
13 fulfill and continue these contracts and relationships.
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15 16. Defendants sent Plaintiff communications that the content that
16 Defendants believed violated the terms and conditions of use would be deleted
17 from his account before the account would be reactivated.
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19 17. However, within 48 hours of when Plaintiff's accounts would be
20 activated, Defendants would again deactivate or suspend the accounts.
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22 18. Because Defendants were arbitrarily suspending and deactivating his
23 accounts, Plaintiff investigated to determine whether his accounts would be
24 suspended or deactivated even if he did not make any posts, and learned that
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2 Defendants suspended or deactivated the accounts even if he did not post new
3 content to the accounts.

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

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

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

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

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