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Attorneys for Plaintiff  
FACEBOOK, INC.

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN MATEO**

FACEBOOK, INC., a Delaware corporation,

Plaintiff,

v.

BRANDTOTAL LTD., an Israeli corporation,  
and UNIMANIA, INC., a Delaware corporation,

Defendants.

CASE NO.: 20-CIV-04256

**COMPLAINT; DEMAND FOR JURY TRIAL**

**Electronically  
FILED**  
by Superior Court of California, County of San Mateo  
ON 10/1/2020  
By /s/ Anthony Berini  
Deputy Clerk

1 Plaintiff Facebook, Inc. (“Facebook”) alleges the following:

2 **INTRODUCTION**

3 1. Beginning no later than September 2019 and continuing until at least September 2020,  
4 Defendants BrandTotal Ltd. (“BrandTotal”) and Unimania, Inc. (Unimania”) developed and  
5 distributed internet browser extensions (“malicious extensions”) designed to improperly collect data  
6 from Twitter, YouTube, LinkedIn, Amazon, Facebook, and Instagram. Defendants distributed the  
7 malicious extensions on the Google Chrome Store. Anyone who installed one of Defendants’  
8 malicious extensions essentially self-compromised their browsers to run automated programs designed  
9 to collect data about its user from specific websites. As to Facebook and Instagram, when a user  
10 visited those sites with a self-compromised browser, Defendants used the malicious extensions to  
11 connect to Facebook computers and collect or “scrape” user profile information (including name, user  
12 ID, gender, date of birth, relationship status, and location information), advertisements and advertising  
13 metrics (including name of the advertiser, image and text of the advertisement, and user interaction  
14 and reaction metrics), and user Ad Preferences (user advertisement interest information). Defendants  
15 used the data collected by the malicious extensions to sell “marketing intelligence,” and other services  
16 through the website [brandtotal.com](http://brandtotal.com). Defendants’ conduct was not authorized by Facebook.

17 2. Facebook brings this action to stop Defendants’ violations of Facebook’s and  
18 Instagram’s Terms and Policies. Facebook also brings this action to obtain damages and disgorgement  
19 for breach of contract and unjust enrichment.

20 **PARTIES**

21 3. Plaintiff Facebook is a Delaware corporation with its principal place of business in  
22 Menlo Park, San Mateo County, California. Instagram is a subsidiary and product of Facebook.

23 4. Defendant BrandTotal Ltd. was incorporated in Israel on November 20, 2016, and on  
24 information and belief, is headquartered in Israel. Ex. 1. BrandTotal Ltd. has a subsidiary named  
25 BrandTotal Inc. that was incorporated in Delaware on November 13, 2017, has an office in New York,  
26 New York, and sells BrandTotal’s services in the U.S. Exs. 2 – 4. BrandTotal operates the website  
27 [brandtotal.com](http://brandtotal.com), where it sells marketing intelligence through its software-as-a-service platform. Ex.

28 5. BrandTotal controls the malicious extension named “UpVoice” that was used to scrape data from

1 social media services. BrandTotal distributed the malicious extension on the Chrome Web Store under  
2 the developer name “UpVoice.” Ex. 6. Despite its scraping practices, BrandTotal received  
3 approximately \$8 million in venture capital funding between 2017 and 2018. Ex. 7.

4 5. Defendant Unimania, Inc. (“Unimania”) was incorporated in the State of Delaware on  
5 November 27, 2017. Ex. 8. Unimania developed and distributed the malicious extension named “Ads  
6 Feed” on the Chrome Web Store. Ex. 9. Unimania’s website, [unimania.xyz](http://unimania.xyz), consists of only a landing  
7 page. Ex. 10. In May 2018, AdGuard Research reported that Unimania browser extensions for  
8 Chrome were designed to scrape data from Facebook. *See* [https://adguard.com/en/blog/unimania-](https://adguard.com/en/blog/unimania-spyware-campaign.html)  
9 [spyware-campaign.html](https://adguard.com/en/blog/unimania-spyware-campaign.html). Those extensions were removed from the Google Chrome Store in 2018.

10 6. Defendants shared common employees and agents. For example, BrandTotal’s Chief  
11 Product Officer and General Manager (Ex. 5), created Facebook accounts in the name of Unimania  
12 and the Ads Feed extension. BrandTotal’s Chief Technology Officer and co-founder (Ex. 5) also  
13 administered Unimania accounts on Facebook.

#### 14 **JURISDICTION AND VENUE**

15 7. This Court has subject matter jurisdiction pursuant to California Code of Civil  
16 Procedure § 410.10. The amount in controversy exceeds the jurisdictional minimum of this Court,  
17 and the total amount of damages sought exceeds \$25,000, exclusive of interest and costs. Defendants’  
18 unlawful conduct and breaches have interfered with Facebook’s business and operation of its service.

19 8. Defendants had multiple Facebook accounts and thereby agreed to Facebook’s Terms  
20 of Service and Commercial Terms. The Court has personal jurisdiction over Defendants because  
21 Facebook’s Commercial Terms contain a forum selection clause that requires this complaint be  
22 resolved in a state court located in San Mateo County, and that Defendants submit to the personal  
23 jurisdiction of this Court.

24 9. Defendants also agreed to the Instagram Terms of Use. The Instagram Terms of Use  
25 contain a forum selection clause that requires this complaint be resolved by this Court, and that  
26 Defendants submit to the personal jurisdiction of this Court.

27 10. Additionally, the Court has personal jurisdiction over Defendants because they  
28 knowingly directed and targeted their conduct at California and at Facebook, which has its principal

1 place of business in California. Defendants also transacted business and engaged in commerce in  
2 California by, among other things, distributing malicious extensions to California-based Facebook and  
3 Instagram users and using California-based services during their data harvesting scheme.

4 11. By agreeing to the forum selection clause in the Facebook Terms of Service and  
5 Instagram Terms of Use, Defendants agreed that this Court is the proper venue for this matter.  
6 Additionally, venue is proper in this Court pursuant to California Code of Civil Procedure § 395.5  
7 because a substantial part of the events giving rise to the claims alleged in this complaint occurred in  
8 San Mateo County.

### 9 **FACTUAL ALLEGATIONS**

#### 10 **A. Background on Facebook and Instagram**

11 12. Facebook is a social networking website and mobile application that enables its users  
12 to create their own personal profiles and connect with each other on their personal computers and  
13 mobile devices. As of August 2020, Facebook daily active users averaged 1.79 billion and monthly  
14 active users averaged 2.7 billion. Facebook has several products, including Instagram. Facebook  
15 owns and operates the Instagram service, platform, and computers.

16 13. Instagram is a photo and video sharing service, mobile application, and social network.  
17 Instagram users can post photos and videos to their profiles. They can also view and comment on  
18 posts shared by others on Instagram.

19 14. To create a Facebook or Instagram account, Facebook requires users to register with a  
20 unique username and password. Registered users can create user profiles and include information  
21 about themselves, including email address, phone numbers, date of birth, and gender.

22 15. Anyone with a Facebook or Instagram account can create and place ads on Facebook  
23 and Instagram. Every week, users and businesses create millions of ads through Facebook's ad  
24 platform, which provides advertisers with many options for reaching audiences.

#### 25 **B. Facebook's Ad Library**

26 16. The Facebook Ad Library (available at <https://www.facebook.com/ads/library>) allows  
27 anyone to search and view ads published on Facebook or Instagram. It was first created as the Political  
28 Ad Archive in May 2018. The current version was made public in March 2019 and expanded the

1 scope of the library to include all active ads running in all countries and inactive ads if the ad is about  
2 social issues, elections or politics. Ads from the latter category will be in the library for up to 7 years.  
3 Only ads that have been viewed by a Facebook or Instagram user will appear in the library.

4 17. The Ad Library displays information about the Facebook Page responsible for running  
5 the ads. The “page transparency” section in the library displays the creation date of the Page, Page  
6 name changes, mergers with other Pages, and total spent by the Page on social issues, elections or  
7 politics.

8 18. The library is also searchable. Ads can be searched using a key word and results display  
9 the text and image used in the ad. Results can further be filtered by geographic region, platform,  
10 number of users that viewed the ad, and views on a particular day.

11 19. The library does not contain information about the specific users who viewed an ad or  
12 a user’s reaction or interactions with an ad. Therefore, a user’s name, ID, date of birth, gender,  
13 relationship status, location information, and Ad Preferences are not available in the Ad Library.  
14 Similarly, the number of comments, likes, user shares, and other user interaction or reactions are not  
15 publicly available in the Ad Library.

16 **C. Facebook and Instagram Terms and Policies**

17 20. All Facebook users must agree to Facebook’s Terms of Service (available at  
18 <https://www.facebook.com/terms.php>) and other rules that govern access to and use of Facebook,  
19 which may also include the Facebook Commercial Terms<sup>1</sup> (collectively, “Facebook Terms and  
20 Policies”).

21 21. Everyone who uses Instagram agrees to Instagram’s Terms of Use and to other rules  
22 that govern access to and use of Instagram, including Instagram’s Community Guidelines and Platform  
23 Policy (collectively, “Instagram Terms and Policies”).

24 22. Instagram’s Terms of Use and Section 3.2.1 of the Facebook Terms of Service prohibits  
25 users from “do[ing] . . . anything unlawful, misleading, [ ] or fraudulent” or facilitate or support others  
26 in doing so.

27  
28 <sup>1</sup> Facebook Commercial Terms apply to access and use of Facebook and Facebook Products for any  
business or commercial purpose.

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