

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

METROPLEX COMMUNICATIONS,)	
INC., on behalf of itself and all others)	Case No. 3:22-cv-1455
similarly situated,)	
)	Hon. David W. Dugan
)	
)	
v.)	
)	
META PLATFORMS, INC.,)	
Defendant.)	

**DEFENDANT META PLATFORM, INC.'S MEMORANDUM IN SUPPORT OF ITS
MOTION TO COMPEL ARBITRATION AND STAY LITIGATION**

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I. INTRODUCTION

Plaintiff Metroplex Communications Inc.’s (“Plaintiff’s”) false advertising case is flawed for many reasons, but first among them is that it belongs in arbitration, not this forum. Plaintiff is a local advertising company that manages multiple Facebook Pages to promote its local media properties, including its AdVantage news site and 107.1 FM radio station. *See* Declaration of Jennifer Pricer (“Pricer Decl.”) ¶¶ 21-27; Dkt. 1 ¶ 9.¹ Facebook Pages allow businesses to create a presence on Facebook to connect with their customers, and businesses like Plaintiff can advertise on Facebook to promote their Pages. *See* Pricer Decl. ¶¶ 3, 8. Plaintiff has done exactly that—in the past three years alone, Plaintiff has advertised on Facebook dozens of times. *See id.* ¶¶ 28-29.

Like all advertising purchasers, Plaintiff accepted Meta’s Commercial Terms of Service (“Commercial Terms”) when it purchased ads. *See id.* ¶¶ 3-7, 9-15 & Exs. 1-13. And those Commercial Terms contain a mandatory arbitration provision that broadly applies to any commercial claims “arising out of or relating to any access or use of the Meta Products for business or commercial purposes,” including “using ads [or] managing a Page.” Exs. 10-13. Meta advertising is the core of Plaintiff’s dispute, namely, whether Meta made materially false or misleading statements that lured advertisers to use Meta’s services for advertising, rather than Plaintiff’s local news outlets and radio stations. The arbitration provision is enforceable here. Accordingly, this Court should compel Plaintiff to arbitrate this dispute under the Federal Arbitration Act (“FAA”), and stay all proceedings.

¹ All exhibits cited herein are attached to the Declaration of Jennifer Pricer in Support of Meta’s Motion To Compel Arbitration And Stay Litigation.

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