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7 Attorneys for Plaintiffs  
8 PROFILE TECHNOLOGY, LTD.,  
9 a New Zealand Limited Company and  
10 CHRISTOPHER CLAYDON

11 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 IN AND FOR THE COUNTY OF SAN MATEO

13 PROFILE TECHNOLOGY, LTD., a  
14 New Zealand Limited Company and  
15 CHRISTOPHER CLAYDON,

16 Plaintiffs,

17 vs.

18 FACEBOOK, INC., a California  
19 Corporation, and Does 1 through 10,  
20 inclusive,

21 Defendants.

**Case No.**

**COMPLAINT FOR DAMAGES AND FOR  
INJUNCTIVE RELIEF:**

- 22 (1) **BREACH OF CONTRACT**
- 23 (2) **INTERFERENCE WITH BUSINESS  
RELATIONSHIPS**
- 24 (3) **DEFAMATION**
- 25 (4) **UNLAWFUL, UNFAIR AND  
FRAUDULENT BUSINESS PRACTICES**

26 DEMAND FOR JURY TRIAL

27 Plaintiffs allege:

28 **Introduction**

1. Plaintiff Chris Claydon, Managing Director of Plaintiff Profile Technology, Ltd., is a leading developer of popular social networking applications, including the IQ Test, Survey, Petition and Polling applications that were popular for several years on Defendant Facebook's social networking system. Using data voluntarily provided by millions of people, Plaintiffs developed "Advanced Search," a powerful, flexible search engine for social network data providing a unique range of features not available on any other product. Late in 2007 Facebook

1 allowed a few general purpose search engines like Google and Yahoo to index public personal  
2 information automatically from public Facebook profile pages. In early 2008, Plaintiffs and  
3 Facebook entered into an agreement for Profile Technology to acquire Facebook data by  
4 automated “crawling” of the public parts of the Facebook website and for Profile Technology to  
5 make such data accessible and searchable by the public through Plaintiffs’ independent system.  
6 For several years, the Profile Technology search engine was highly popular. Over four hundred  
7 million profiles were aggregated, along with over 15 billion “friendship” connections between  
8 people and 3 billion “likes.” and group memberships. Purchase inquiries from third parties  
9 showed a market value of several million dollars.

10 2. Shortly after October 13<sup>th</sup> 2010, the situation changed. Plaintiffs infer motives from  
11 actions and from results caused by actions and Plaintiffs are thereon informed, believe and  
12 allege that at some time shortly after October 13<sup>th</sup> 2010, Facebook and unknown individuals  
13 within Facebook decided to impede and interfere with Profile Technology and to deprive  
14 Plaintiffs of the value of its innovations and goodwill. Facebook and the responsible individuals  
15 attempted to conceal their true intentions from Plaintiffs.

16 3. Without notice, Facebook closed off access to Plaintiffs’ automated crawlers. Facebook  
17 failed to respond to Plaintiffs’ inquiries about the closure. Then, after months of disruption,  
18 Facebook falsely denied that it had ever had an agreement with Plaintiffs and threatened  
19 Plaintiffs with a lawsuit based on such falsehoods. Facebook then flip flopped and demanded  
20 revisions in the contract terms so drastic that they would have amounted to delivery to Facebook  
21 of all rights with respect to Plaintiffs’ technology and information. ,When Plaintiffs refused to  
22 submit to the demands, Facebook embarked on a campaign of destruction that included  
23 unjustified termination of Plaintiffs’ Facebook account, which Plaintiffs used to communicate  
24 with customers, blocking and censorship of all links on Facebook to Profile Technology  
25 products and blocking of Plaintiffs’ Facebook applications like IQ Test that had nothing to do  
26 with the search engine. Facebook intentionally interfered with Plaintiffs’ existing contractual  
27 relationships and with prospective customers. As hereinafter alleged, Plaintiffs are informed  
28 and believe that Facebook within the past year has promulgated defamatory falsehoods that

1 Plaintiff's site is "unsafe" and/or that Plaintiffs are sources of spam email. Facebook has  
2 engaged in and is engaging in unlawful, unfair and fraudulent business practices that should be  
3 enjoined under Business & Professions Code §§ 17200 *et. seq.*

4 4. Plaintiffs have been damaged financially by Facebook's wrongful acts and seek  
5 compensation for their losses. Because Facebook abused its power in ways that were  
6 fraudulent, oppressive and malicious, Plaintiffs ask for an award of punitive damages.

7 **Parties, Jurisdiction, Venue**

8 5. Defendant Facebook, Inc. ("Facebook") is a California corporation with its principal  
9 place of business in San Mateo County. Facebook is the provider of the "Facebook social  
10 networking service" by means of which hundreds of millions of account holders communicate  
11 with each other.

12 6. Plaintiff Profile Technology, Ltd. is and has been a duly organized and existing New  
13 Zealand business organization managed by Plaintiff Christopher Claydon, the majority  
14 shareholder. References to "Claydon" refer also to Profile Technology, Ltd. where appropriate.  
15 At all such times and continuing until the present day, Christopher Claydon and Profile  
16 Technology, Ltd. were and are agents of each other.

17 7. Plaintiffs are informed and believe and thereon allege that individuals and/or  
18 organizations whose identities and relationships to events are not presently known to Plaintiffs  
19 were in some way responsible for Plaintiffs' damages alleged herein. Plaintiffs therefore sue  
20 said individuals and/or organizations pursuant to Code of Civil Procedure § 474 as fictitiously-  
21 named Defendants Doe 1 through Doe 10. After the identities and relationships to events of  
22 such defendants become known to Plaintiffs, Plaintiffs will amend this complaint pursuant to  
23 Code of Civil Procedure § 474 to so allege.

24 **FIRST CAUSE OF ACTION**  
25 **(Breach of Contract)**

26 8. Prior to April of 2008, Plaintiffs had written the first Survey, Petition, Polling, Quizzes  
27 and IQ Test applications to appear on Facebook and ranked as one of the largest Facebook  
28 application developers in the world.

1 9. Beginning in early 2008, and continuing thereafter until repudiated by Facebook,  
2 Plaintiffs and Facebook entered into and performed a contract that was partially written and  
3 partially implied through conduct of the parties. The object of the contract was for Profile  
4 Technology to acquire Facebook data by automated “crawling” of the public parts of the  
5 Facebook website and for Profile Technology to make such data accessible to and searchable by  
6 the public through Plaintiffs’ independent system. The parts in writing consisted of an exchange  
7 of emails between Claydon and Facebook representative Philip Fung. Fung had posted  
8 statements online about the intention of Facebook to allow independent search engines like  
9 Google and Yahoo to acquire publically-available information about Facebook members by  
10 automated means. Claydon described Profile Technology’s existing “Advanced Search”  
11 system that was using data voluntarily provided directly to it by Facebook users. Claydon  
12 stated his intentions to develop Advanced Search into a powerful and flexible tool that would  
13 incorporate a range of new features and would be available to Facebook members. Fung  
14 responded by granting Plaintiffs access to the Facebook “sitemap,” and white-listing the  
15 Plaintiffs’ IP addresses allowing Plaintiffs to index all the publically-available data without  
16 restriction.

17 10. Plaintiffs performed all obligations of the contract that they were required to perform. In  
18 performing their obligations pursuant to the contract, Plaintiffs invested resources and expended  
19 efforts in developing a novel search engine product that also incorporated social networking  
20 features specific to Facebook, e.g., direct messaging to Facebook account holders whose  
21 profiles were listed in response to visitor inquiries. This search engine was later rebranded as  
22 “The Profile Engine.” Facebook gave Plaintiffs privileged capacities to interface with  
23 Facebook’s computers by means of operations of the Profile Engine.

24 11. Plaintiffs’ Profile Engine was successful. The Engine organized data concerning some  
25 420 million Facebook users and some 50 million Facebook organizations. Visitors to the Profile  
26 Engine accessed its search and social networking features. By 2010, on information and belief,  
27 the Profile Engine was the world’s second most populous social networking related site, after  
28 Facebook. Plaintiffs received income from advertisers who were independent of Facebook.

1 Plaintiffs employed other persons on the project. By October of 2010, the search engine was  
2 generating monthly profits to Plaintiffs..

3 12. At all times material hereto, Facebook had full knowledge of Plaintiffs' actions.  
4 Facebook benefited from having a social networking search engine available to its users and  
5 offering far more powerful search tools than those provided by Facebook itself. Plaintiffs and  
6 Facebook participated in a mutually-advantageous course of conduct that was consistent with  
7 and grounded in industry custom and practice.

8 13. Through actions that commenced shortly after October 13<sup>th</sup> 2010, Facebook terminated  
9 the contract. Among other actions, Facebook terminated Plaintiffs' privileged access to  
10 Facebook crawling and terminated privileged interface capacities with Facebook previously  
11 available through the Profile Engine. Facebook provided no advance notice of the termination.  
12 Facebook did not announce or explain the termination when it occurred. Plaintiffs diligently  
13 made inquiries about the closure and pleaded to have access restored but Facebook did not  
14 respond to Plaintiffs' inquiries until December 30, 2010. Communications with Facebook in  
15 2011 were contentious and did not lead towards any resolution.

16 14. On or about October 31, 2011, through its attorneys, Facebook wrote to Plaintiffs stating  
17 that "your company, Profile Technology, has taken Facebook user data from the Facebook.com  
18 site and services without authorization, and is now leveraging that information to sell  
19 background services about Facebook users without Facebook's or its users' permission."  
20 Facebook attorneys made a series of demands on Plaintiffs, essentially requiring them to go out  
21 of business, and declared that, unless Plaintiffs submitted, "Facebook will escalate its efforts" to  
22 punish them.

23 15. When it uttered and/or published such statements, and at all times material hereto,  
24 Facebook knew that such statements were false and that contrary statements were true, namely,  
25 that Plaintiffs had been authorized by Facebook and that Plaintiffs' actions were pursuant to an  
26 authorization to aggregate information obtained from Facebook in a database and search engine  
27 and to make such information accessible to the public. As alleged below, Plaintiffs are  
28 informed and believe that Facebook may have made, uttered and/or published similar false

1 statements to third parties in contexts that were unprivileged and that such false statements were  
2 defamatory.

3 16. As alleged below, Plaintiffs are informed, believe and thereon allege that Facebook has  
4 made, uttered and/or published false, defamatory and unprivileged statements that Plaintiffs'  
5 Profile Engine is and has been "unsafe".

6 17. As alleged below, Plaintiffs are informed, believe and thereon allege that Facebook has  
7 made, uttered and/or published false, defamatory and unprivileged statements that Plaintiffs'  
8 Profile Engine is and has been "spammy." Such statements imply that Plaintiffs have  
9 maliciously abused the world's shared Internet resources. "Spammy" conduct merits  
10 condemnation and shunning in the Internet community to which Plaintiffs belong.

11 18. Plaintiffs are informed, believe and thereon allege that, in terminating the contract and in  
12 other actions either alleged herein or yet to be discovered, Facebook acted with the intention of  
13 expropriating the Profile Engine and its functionality without the consent of Plaintiffs and  
14 without providing compensation to Plaintiffs.

15 19. Plaintiffs are informed, believe and thereon allege that, when it terminated the contract  
16 and/or when it made defamatory statements such as those alleged below and/or when it carried  
17 out other actions alleged herein or yet to be discovered, Facebook and Doe defendants knew that  
18 Plaintiffs were engaged in negotiations for sale of the Profile Engine and related assets and that  
19 specific parties were interested in purchasing such assets for an amount in excess of many  
20 millions of dollars (US). Plaintiffs are informed, believe and thereon allege that such  
21 defamatory statements of Facebook and Doe defendants caused Plaintiffs to lose that  
22 opportunity and similar opportunities and other injury according to proof.

23 20. In carrying out the termination of the implied contract in such a fashion, in making  
24 defamatory statements and in other ways alleged herein and yet to be discovered, Facebook  
25 breached the duty implied in every contract to deal fairly and in good faith with the other  
26 contracting party. Facebook breached the duty implied in every contract that obligates the  
27 contracting parties to refrain from doing anything which will have the effect of destroying or  
28 injuring the right of the other party to receive the fruits of the contract.

1 21. Immediately prior to the termination and subsequent to the termination, but before  
2 Plaintiffs understood the fraudulent and coercive nature of the termination, Plaintiffs incurred  
3 significant expenses according to proof that was foreseeable to Facebook and that could have  
4 been avoided had Facebook not breached the implied covenants. Plaintiffs seek recovery of such  
5 avoidable expense herein, along with other damages allowed by law.

6 22. Performance by Facebook of the implied covenants would have enabled Plaintiffs to  
7 restructure its business affairs in an orderly fashion even if Plaintiffs' privileged access to  
8 crawling and Facebook interfaces could have been terminated by a notice with a period that was  
9 reasonable under the circumstances and with due recognition of and compensation for benefit  
10 conferred. Unnecessary disruption of Plaintiffs' business caused damages, including lost profits  
11 that shall be proved at trial.

12  
13 **SECOND CAUSE OF ACTION**  
14 **(Interference with Business Relationships)**

15 23. Plaintiffs incorporate prior allegations by reference.

16 24. Plaintiffs are informed and believe and thereon allege that, shortly after October 13th  
17 2010, defendant Facebook and defendants Doe 1 through Doe 10 agreed among themselves and  
18 decided to impede, interfere with, and expropriate the benefits of the Profile Engine developed  
19 by Plaintiffs without regard to Plaintiffs' legal rights and to exclude Plaintiffs from their use and  
20 profit therefrom.

21 25. In carrying out their agreement and decision, Facebook and Doe defendants intentionally  
22 interfered with existing and prospective business relationships that Plaintiffs had with third  
23 parties.

24 26. Defendants interfered with Plaintiffs' existing and prospective business relationships  
25 with users of the Profile Engine. Without notice or explanation, Facebook disabled social  
26 networking features of the Profile Engine, e.g., the Facebook login capacity that had previously  
27 operated with Facebook approval and/or acquiescence. In other words, users of the Profile  
28 Engine could not login using their Facebook account as had previously been possible.

1 Defendants knew that the interference was certain or substantially certain to occur as a result of  
2 their actions. Plaintiffs are informed, believe and thereon allege that, in so acting, Facebook  
3 intended to embarrass Plaintiffs and to make Plaintiffs appear unreliable to users. Plaintiffs lost  
4 goodwill, users and advertising income because of such sudden and disruptive loss of access.

5 27. Defendants interfered with Plaintiff's existing and prospective business relationships  
6 with users of Plaintiff's other applications, independent of the Profile Engine, that had been  
7 accessed through Facebook. Disruption affected applications IQ Test, Survey, Petition, Polling,  
8 Quizzes and Memorable Web Addresses. Some 25 million users had accessed Plaintiffs'  
9 applications and a high volume of traffic was maintained up until such interference. Knowing  
10 of such relationships and business opportunities, Facebook disrupted and interfered with access  
11 to the applications with the intention of damaging Plaintiffs. Defendants knew that interference  
12 was certain or substantially certain to occur as a result of their actions. Plaintiffs suffered  
13 actual damages in an amount in excess of thousands of dollars per month in lost profits.

14 Plaintiffs also suffered other damages as shall be proved at trial.

15 28. Defendants interfered with Plaintiffs' existing and prospective business relationships  
16 with customers who tried to reach Claydon through his personal Facebook page and profile.  
17 Despite full compliance of his account with Facebook rules, Facebook disabled Claydon's  
18 Facebook account and prevented Claydon from responding to inquiries directed to the Facebook  
19 page. Claydon could no longer access messages or other information stored on Facebook.  
20 Knowing of Claydon's use of the Facebook account to communicate with customers and to  
21 maintain business and personal relationships, and, indeed, to communicate with Facebook itself,  
22 Defendants disrupted such communications. Defendants knew that the interference was certain  
23 or substantially certain to occur as a result of their actions.

24 29. Defendants interfered with prospective sales of Plaintiffs' business to independent  
25 developers and venture capitalists. Plaintiffs' business included Facebook applications and also  
26 other independent assets. In the 2010-2011 time frame, Plaintiffs engaged brokers to sell their  
27 business, which had been actually profitable in an industry where profits are mostly speculation.  
28 Plaintiffs are informed, believe and thereon allege that, when contacted by prospective



1 purchasers of Plaintiffs' business, Defendants made false statements such as the false statement  
2 in the letter of October 31, 2011 quoted above. Defendants knew that the interference was  
3 certain or substantially certain to occur as a result of their actions. Defendants intended to  
4 disrupt potential sales and investments. Defendants actually did disrupt potential sales and  
5 investments. The value of a potential sale was in excess of millions of dollars (US)..

6 30. Such acts of interference, and each of them, was and were wrongful in and of  
7 themselves. Each such act was wrongful by some legal measure other than and in addition to the  
8 fact of interference itself. No such act of interference had any lawful excuse, justification or  
9 privilege. Each such act was, on the contrary, undertaken, for purposes that were malicious and  
10 oppressive and that were maintained by fraudulent means. Plaintiffs are informed, believe and  
11 thereon alleged that Facebook and the Doe Defendants, and each of them, carried out said acts  
12 of interference for the purpose of coercing Plaintiffs into abandoning their rights to the Profile  
13 Engine and to deprive Plaintiffs of profits to which Plaintiffs were entitled in law and as  
14 professionals engaged in Internet development. Such acts of interference on the part of  
15 Facebook and the Doe Defendants, and each of them, merit punishment through an award of  
16 exemplary damages.

17 **THIRD CAUSE OF ACTION**  
18 **(Defamation)**

19 31. Plaintiffs incorporate prior allegations by reference.

20 32. Plaintiffs are informed, believe and thereon allege that Defendants Facebook and Does 1  
21 through Doe 10, and each of them, defamed Plaintiffs through false and unprivileged  
22 publications, by writing, printing, picture, or other fixed representation to the eye or by oral  
23 utterance or by communication by radio or by mechanical or other means. Plaintiffs allege  
24 specific defamations infra and reserve the right to amend this Complaint to state further specific  
25 defamations when discovered. Defendants have prevented Plaintiffs from learning the full  
26 extent of such defamations through disabling Plaintiffs access to material stored on Facebook or  
27 to communications accessed through Facebook. Plaintiffs are informed, believe and thereon  
28 allege that said publications exposed Plaintiffs to hatred, contempt, ridicule and/or obloquy,

1 tended to cause Plaintiffs to be shunned or avoided in Internet communities, and had a tendency  
2 directly to injure Plaintiffs in their occupations, trades and businesses. Plaintiffs are informed,  
3 believe and thereon allege that Defendants Facebook and Does 1 through Doe 10, and each of  
4 them, made such publications for malicious purposes, as hereinabove alleged and/or as shall be  
5 proved at trial.

6 33. Plaintiffs discovered in June of 2012 that Defendant Facebook was electronically  
7 publishing to its members statements that “links” (HTML hyperlinks) to Plaintiffs’ site at  
8 “profileengine.com” have “been blocked for being spammy or unsafe.” Said publications were  
9 false and unprivileged. Plaintiffs’ Profile Engine is safe and has nothing to do with spam and  
10 Facebook knows it. Said publications exposed Plaintiffs to hatred, contempt, ridicule and/or  
11 obloquy, tended to cause them to be shunned or avoided in Internet communities, and had a  
12 tendency directly to injure them in their occupations, trades and businesses. Plaintiffs are  
13 informed, believe and thereon allege that Defendants Facebook and Does 1 through Doe 10, and  
14 each of them, made such publications for malicious purposes, as hereinabove alleged and/or as  
15 shall be proved at trial.

16 34. Plaintiffs are informed, believe and thereon allege that Defendant Facebook stated to  
17 Plaintiffs’ providers, including Wibiya (a provider of toolbar functionality) and to customers of  
18 Plaintiffs that Plaintiffs had breached Facebook’s Terms of Service. Said publications were  
19 false and unprivileged. Plaintiffs fulfilled their obligations under applicable contracts and  
20 Facebook knows it, notwithstanding falsehoods stated by Facebook’s attorneys, as alleged  
21 hereinabove. Said publications exposed Plaintiffs to hatred, contempt, ridicule and/or obloquy,  
22 tended to cause them to be shunned or avoided in Internet communities, and had a tendency  
23 directly to injure them in their occupations, trades and businesses. Plaintiffs are informed,  
24 believe and thereon allege that Defendants Facebook and Does 1 through Doe 10, and each of  
25 them, made such publications for malicious purposes, as hereinabove alleged and/or as shall be  
26 proved at trial.

27 35. Plaintiffs are informed, believe and thereon allege that Defendant Facebook made false  
28 and unprivileged publications to potential purchasers of and/or investors in Plaintiffs’

1 businesses. Plaintiffs are informed, believe and thereon allege that said publications adversely  
2 influenced such potential purchaser and/or investors. Said publications exposed Plaintiffs to  
3 hatred, contempt, ridicule and/or obloquy, tended to cause them to be shunned or avoided in  
4 Internet communities, and had a tendency directly to injure them in their occupations, trades and  
5 businesses. Plaintiffs are informed, believe and thereon allege that Defendants Facebook and  
6 Does 1 through Doe 10, and each of them, made such publications for malicious purposes, as  
7 hereinabove alleged and/or as shall be proved at trial.

8 36. Plaintiffs are entitled to recover nominal damages to protect their reputations. Plaintiffs  
9 will amend the Complaint to state compensable damages when such damages are discovered.

10 37. Defendants' actions were undertaken with such malice, fraud and oppression as to  
11 warrant the imposition of punitive damages.

12 **FOURTH CAUSE OF ACTION**  
13 **(Unlawful, Unfair and Fraudulent Business Practices)**

14 38. Plaintiffs incorporate prior allegations by reference.

15 39. Plaintiffs are informed, believe and thereon allege that Facebook has committed and is  
16 committing unlawful, unfair and fraudulent business practices that are prohibited by Business &  
17 Profession Code §§ 17200 et. seq., Such improper business practices include, without limitation,  
18 systematic breach of the implied contract hereinabove alleged, interference with Plaintiffs'  
19 contracts and prospective business relationships with third parties, making false statements  
20 about the Profile Engine being "unsafe" or "spammy," making false statements about Plaintiffs  
21 having breached Facebook's Terms of Service and making false statements that such purported  
22 "unsafe" operations, spam or breaches were the cause of the interdiction of communications  
23 between Plaintiffs and Facebook members. In carrying out such unlawful, unfair and fraudulent  
24 business practices, Facebook was trying to coerce Plaintiffs into surrendering their assets and  
25 inventions and to improperly control the social network search engine market. Members of the  
26 public were likely to be deceived by such false statements and other wrongful business  
27 practices. Plaintiffs have suffered injury in fact through such unlawful acts, unfair tactics and  
28 false statements by way of loss of clientele, money, goodwill and market value of their assets.

1 40. Plaintiffs have suffered and are suffering injury in fact and irreparable injury as a result  
2 of said unlawful, unfair and fraudulent business practices committed by Facebook. Plaintiffs  
3 have no adequate remedy at law.

4 41. Plaintiffs request preliminary and/or permanent injunctive relief as to said unlawful,  
5 unfair and fraudulent business practices, including without limitation, an injunction prohibiting  
6 Facebook from making or publishing statement(s) that Plaintiffs or their system are “unsafe” or  
7 a source of spam.

8  
9 WHEREFORE, Plaintiffs pray for damages and other relief against defendants and each of them  
10 as follows:

11 1. Compensation for damages and expense suffered by Plaintiffs in dealing with  
12 termination without notice that was foreseeable to Facebook and that could have been avoided  
13 had Facebook not breached covenants implied in every contract.

14 2. Compensation for profits that would have been earned by Plaintiffs through  
15 operations of the Profile Engine during the period provided by a notice of termination that was  
16 reasonable under the circumstances and that included recognition of and compensation for  
17 benefits conferred.

18 3. Compensation for profits that would have been earned through a sale of the  
19 business according to proof.

20 4. Compensation for destruction of the business of IQ Test and other profitable  
21 applications (other than Profile Engine), in an amount according to proof.

22 5. Compensation for lost business opportunities with third parties whose  
23 communications with Plaintiffs were disrupted by Defendants’ interference.

24 6. Nominal damages for defamations.

25 7. Compensation for defamations.

26 8. A preliminary and/or permanent injunction as to unlawful, unfair and fraudulent  
27 business practices, including without limitation, an injunction prohibiting Facebook from  
28 making or publishing statement(s) that Plaintiffs or their system are “unsafe” or a source of

1 spam.

2 9. Punitive or exemplary damages against Defendants and each of them.

3 10. Plaintiffs' costs and disbursements herein.

4 11. Such other and further relief as the court shall deem just including but not limited  
5 to attorneys fees to the fullest extent provided by law.

6  
7 **DEMAND FOR JURY TRIAL**

8 Plaintiffs demand a jury trial as to all issues triable by jury.

9 Dated: October 10, 2012

ROTHKEN LAW FIRM

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Ira P. Rothken, CA SBN 160029

Attorneys for Plaintiffs

12 PROFILE TECHNOLOGY, LTD., a New Zealand  
13 Limited Company and CHRISTOPHER CLAYDON  
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