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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND/SAN FRANCISCO DIVISION**

META PLATFORMS, INC., a Delaware  
corporation,

Plaintiff,

v.

BRIGHT DATA LTD., an Israeli corporation,

Defendant.

Case No. \_\_\_\_\_

**COMPLAINT**

**DEMAND FOR JURY TRIAL**

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

2 **INTRODUCTION**

3 1. Since at least April 2021 and continuing to the present, Defendant Bright Data Ltd.  
4 (“Bright Data” or “Defendant”) has operated an unlawful business designed to use automation  
5 software to improperly collect or “scrape” and sell data from Meta websites, including Facebook  
6 and Instagram, and other websites such as Twitter, Amazon, Airbnb, LinkedIn, Etsy, and Bing.

7 2. *First*, Defendant developed and used unauthorized automation software to scrape  
8 data from Facebook and Instagram, including users’ profile information, followers, and posts that  
9 users have shared with others. *Second*, Defendant advertised the sale of data scraped from  
10 Instagram and Facebook. For example, Defendant offered to sell the Instagram data set for  
11 \$860,000, or in customized subsets for no less than \$5,000. *Third*, Defendant developed, tested,  
12 and sold tools and services that enable others to scrape data from Facebook and Instagram and to  
13 avoid detection by Meta and other websites.

14 3. Defendant’s conduct was not authorized by Meta, and it violated several Facebook  
15 and Instagram terms and policies. On November 29, 2022, Meta notified Defendant of its breach  
16 and demanded that Defendant permanently cease its unlawful conduct, but Defendant refused.  
17 Meta brings this action for damages and to stop Defendant’s violations of Facebook’s and  
18 Instagram’s terms and policies.

19 **PARTIES**

20 4. Plaintiff Meta is a Delaware corporation with its principal place of business in  
21 Menlo Park, San Mateo County, California. Meta operates, among other products, Facebook and  
22 Instagram.

23 5. Defendant Bright Data was incorporated in Israel on March 16, 2008 as Zon  
24 Networks Ltd. and changed its name to Bright Data Ltd. on March 14, 2021. Bright Data has its  
25 principal place of business at 4 Hamahshev St., Netanya 4250714, in Israel. Bright Data maintains  
26 an office at L415 Mission Street, 37<sup>th</sup> Floor, in San Francisco, California.

27 6. Defendant operates the website [brightdata.com](http://brightdata.com), where it sells data scraped from  
28 various websites, including Facebook, Instagram, Twitter, Amazon, Airbnb, LinkedIn, Etsy, and

1 Bing, among others, and scraping tools and services, including tools that Bright Data specifically  
2 designed to scrape data from Facebook and Instagram.

3 **JURISDICTION AND VENUE**

4 7. The Court has jurisdiction under 28 U.S.C. § 1332 over the causes of action alleged  
5 in this Complaint because complete diversity exists, and the amount in controversy exceeds  
6 \$75,000. Defendant Bright Data is incorporated in Israel with its principal place of business in  
7 Israel, while Plaintiff Meta is incorporated in Delaware with its principal place of business in  
8 California.

9 8. Defendant operates or operated multiple Facebook accounts and thereby agreed to  
10 Terms of Service that govern the use of Facebook (“Facebook Terms”) and Meta’s Commercial  
11 Terms. The Court has personal jurisdiction over Defendant because Facebook’s Terms and Meta’s  
12 Commercial Terms both contain a forum selection clause that requires this Complaint be resolved  
13 exclusively in the U.S. District Court for the Northern District of California or a state court located  
14 in San Mateo County, and that Defendant submit to the personal jurisdiction of either of those  
15 courts.

16 9. Defendant also operates or operated multiple Instagram accounts and thereby  
17 agreed to the Instagram Terms of Use (“Instagram Terms”). The Court has personal jurisdiction  
18 over Defendant because Instagram’s Terms also contain a forum selection clause that requires this  
19 Complaint be resolved exclusively in the U.S. District Court for the Northern District of California  
20 or a state court located in San Mateo County, and that Defendant submit to the personal jurisdiction  
21 of either of those courts.

22 10. In addition, the Court has personal jurisdiction over Defendant because Defendant  
23 knowingly directed and targeted its conduct at California and at Meta, which has its principal place  
24 of business in California. Defendant also maintains an office in San Francisco, California.

25 11. By agreeing to the forum selection clause in Facebook’s Terms, Meta’s  
26 Commercial Terms, and Instagram’s Terms, Defendant agreed that this Court is the proper venue  
27 for this matter.

28 12. Moreover, venue is proper in this District pursuant to 28 U.S.C. § 1391(b) as the

1 threatened and actual harm to Meta occurred in this District.

2 13. Pursuant to Civil L.R. 3-2(d), this case may be assigned to either the San Francisco  
3 or Oakland division because Meta’s headquarters is located in San Mateo County.

4 **FACTUAL ALLEGATIONS**

5 **A. Background on Meta Products**

6 14. Meta operates Facebook, a social networking website and mobile application that  
7 enables its users to create their own personal profiles and connect with each other on their personal  
8 computers and mobile devices. As of September 30, 2022, Facebook daily active users averaged  
9 1.98 billion, and monthly active users averaged 2.96 billion.

10 15. Meta also operates Instagram, a photo and video sharing service, website, and  
11 mobile application. Instagram users can post photos and videos to their profile. They can also  
12 view, comment on, and like posts shared by others on Instagram. The Instagram service is a Meta  
13 product.

14 16. To view and interact with most content on Facebook and Instagram, users must  
15 create an account and login using that account. A user that is not logged into Facebook or  
16 Instagram through an account can only view a limited amount of content before the user is  
17 redirected to a login screen.

18 17. To create a Facebook account, Meta requires each user to register with their name,  
19 email or mobile phone number, password, date of birth, and gender. To create an Instagram  
20 account, Meta requires each user to register with their email address and to create a username and  
21 password. Registered users can create user profiles and include information about themselves,  
22 including their email address, phone number, and date of birth. Registered Facebook users can  
23 make connections on Facebook by becoming “friends” with other Facebook users, and Instagram  
24 users can “follow” other Instagram users.

25 18. Meta provides Facebook and Instagram users control over how to customize their  
26 profiles and how much personal information to include in their profiles.

27 19. Meta has approved means for Facebook and Instagram users to share data with third  
28 parties, such as through designated Application Programming Interfaces (“APIs”). Meta permits

1 third parties, such as authorized developers and businesses, to use certain APIs to access data from  
2 the Facebook and Instagram platforms, with appropriate user consent. Among other restrictions,  
3 these third parties must agree to abide by Facebook and Instagram’s Terms and Meta’s Platform  
4 Terms.

5 **B. Meta and Instagram Terms and Policies**

6 20. Everyone who creates a Facebook account or otherwise uses Facebook agrees to  
7 Facebook’s Terms (available at <https://www.facebook.com/terms.php>) and other rules that govern  
8 access to and use of Facebook (collectively “Facebook’s Terms and Policies”). Facebook’s Terms  
9 and Policies inform users that the Terms “govern your use of Facebook” and that “[o]nce any  
10 updated Terms are in effect, you will be bound by them if you continue to use our Products.”

11 21. Everyone who “create[s] an Instagram account or use[s] Instagram” agrees to the  
12 Instagram Terms (available at <https://help.instagram.com/581066165581870>) and to other rules  
13 that govern access to and use of Instagram, including Instagram’s Community Guidelines and  
14 Platform Policy (collectively, “Instagram Terms and Policies”).

15 22. Section 3.2.1 of the Facebook Terms prohibits users from doing anything “[t]hat  
16 violates these Terms” or that is “unlawful, misleading, [ ] or fraudulent,” and from facilitating or  
17 supporting others in doing so.

18 23. The Instagram Terms prohibit users from “violat[ing] (or help[ing] or  
19 encourag[ing] others to violate) these Terms or our policies” and from “do[ing] anything unlawful,  
20 misleading, or fraudulent or for an illegal or unauthorized purpose.”

21 24. Section 3.2.2 of the Facebook Terms prohibits users from “do[ing] anything that  
22 could ... impair the proper working or appearance of [Facebook]” or from “facilitat[ing] or  
23 support[ing] others in doing so.”

24 25. The Instagram Terms also prohibit users from “do[ing] anything to interfere with  
25 or impair the intended operation of [Instagram].”

26 26. Section 3.2.3 of the Facebook Terms prohibits “access[ing] or collect[ing] data  
27 from [Facebook] using automated means (without our permission) or attempt[ing] to access data  
28 you don’t have permission to access” or from “facilitat[ing] or support[ing] others in doing so.”

1           27. Section 3.2.5 of the Facebook Terms prohibits “sell[ing], licens[ing], or  
2 purchas[ing] any data obtained from us or our services” or from “facilitat[ing] or support[ing]  
3 others in doing so.”

4           28. The Instagram Terms also prohibit (a) “access[ing] or collect[ing] information in  
5 unauthorized ways ... [including] collecting information in an automated way without our express  
6 permission;” and (b) “sell[ing], licens[ing], or purchas[ing] any account or data obtained from us  
7 or our Service.”

8 **C. Background on Automated Scraping**

9           29. Scraping is a form of data collection that relies on unauthorized automation for the  
10 purpose of extracting data from a website or app. Scraping can be either “logged-in” or “logged  
11 out.” Logged-in scraping involves scraping of data that is behind a password-protected website.  
12 Logged-out scraping involves scraping of data that is viewable without a password, but may still  
13 be subject to restrictions on access, use, and rate and data limits.

14           30. To combat scraping and other abuse, Meta proactively uses a combination of  
15 technological measures designed to control access to Facebook and Instagram and to detect and  
16 disrupt unauthorized automated access. Software and other technology that is designed to  
17 circumvent these restrictions against automation can make websites less secure and can often be  
18 used for other harmful acts, like coordinated inauthentic behavior, fake reviews, or submitting  
19 fraudulent requests.

20           a. Rate and Data Limits. Meta employs rate and data limits to control access  
21 to certain data and prevent scraping. Rate limits cap the number of times anyone can interact with  
22 Meta computers in a given amount of time. Data limits restrict how many times certain types of  
23 data can be viewed by a user. Once a user reaches a rate or data limit, Meta will block a user’s  
24 ability to access certain content. Meta blocks billions of suspected scraping actions per day across  
25 Facebook and Instagram using these measures.

26           b. Registration. Meta requires users to create and log in to an account to  
27 access certain information and features on Facebook and Instagram. Meta monitors for the  
28 automated creation of accounts and blocks the registration of an account when the process of

1 creating the account appears suspicious or automated, or when the same IP address is known to  
2 have previously engaged in scraping. Meta also uses a lockout mechanism to limit access to  
3 content on Facebook and Instagram when people without accounts or who are not logged into their  
4 accounts try to access it. Meta’s lockout mechanism redirects users to a login screen to either  
5 create an account or log into an existing account after they view a certain amount of information  
6 or if they attempt to engage with the content (for example, like or comment on a photo). People  
7 without Facebook or Instagram accounts or who are not logged into their accounts are able to view  
8 only content that users have permitted everyone to see; content that is set to private or limited to  
9 specific friends or audiences is not viewable by logged out users.

10 c. Confirmation. After registering, Meta requires Facebook and Instagram  
11 users to respond to an email or text message Meta sends to the contact information provided during  
12 registration. Meta also limits the number of user accounts that can share the same phone number  
13 or email address.

14 d. Post-Registration Monitoring for Suspicious Activity. Facebook and  
15 Instagram apply machine-learning models, using user-agent strings and other information, to  
16 detect accounts engaged in suspicious activity, such as inauthentic behavior, compromised  
17 accounts, and automated accounts after registration. If an account is flagged for suspicious activity  
18 on Facebook and Instagram, Meta may ask the user to enter a phone number, confirm a code sent  
19 to the registration email, or ask the user to respond to various technical tests or “checks,” including  
20 reCAPTCHA, to confirm the user is a human. Similarly, Instagram also uses machine learning  
21 and other tools to help identify accounts engaged in inauthentic activity (i.e., likes, follows, and  
22 comments). These accounts may be temporarily or permanently blocked from accessing Facebook  
23 and Instagram. For example, between January and March of 2022, Meta identified and took  
24 enforcement actions against 1.6 billion fake accounts.

25 e. Post-Registration Monitoring for Scraping. Meta also uses machine-  
26 learning models and other tools to detect and block users engaged in scraping based on use patterns  
27 that are inconsistent with a human user. Meta also identifies and blocks IP addresses known to be  
28 used to scrape data.

1 **D. Defendant Accepted Meta’s and Instagram’s Terms and Policies**

2 31. At all relevant times, Defendant was bound by Facebook’s and Instagram’s Terms  
3 and Policies.

4 32. Between December 23, 2015 and January 6, 2023, Defendant, through its agents  
5 and employees, created and maintained at least 17 Facebook user accounts. For example:

6 a. On December 23, 2015, Defendant created a Facebook user account with  
7 the username “Dan Luminati.”

8 b. On March 1, 2022, Defendant created a Facebook user account with the  
9 username “BD Mar.”

10 c. On July 26, 2022, Defendant created a Facebook user account with the  
11 username “Irina BrightData.”

12 d. On August 17, 2022, Defendant created a Facebook user account with the  
13 username “Sarir Bright.”

14 33. Between October 30, 2017 and January 6, 2023, Defendant, through its agents and  
15 employees, also created and maintained at least 16 Instagram accounts. For example:

16 a. On October 30, 2017, Defendant created Instagram accounts with the  
17 username “omri\_orgad.”

18 b. On March 14, 2019, Defendant created an Instagram account with the  
19 username “bright\_data.”

20 c. On December 3, 2019, Defendant created an Instagram account with the  
21 username “support5410.”

22 d. On December 22, 2021, Defendant created an Instagram account with the  
23 username “brightpiggybox.”

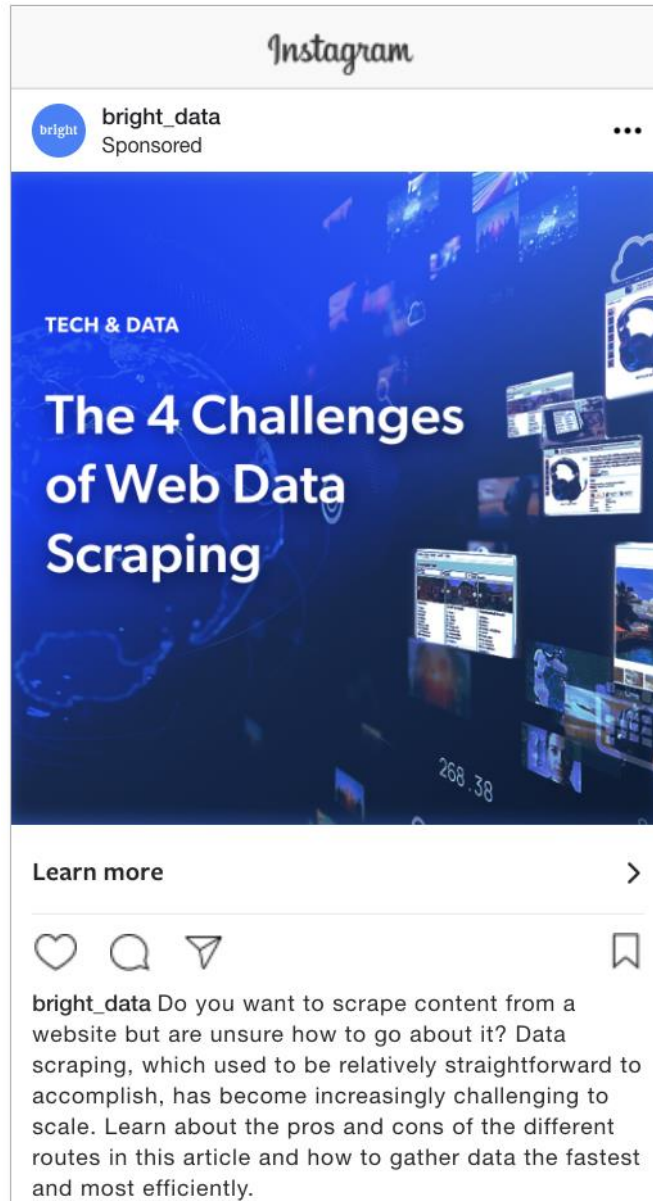
24 e. On July 26, 2022, Defendant created an Instagram account with the  
25 username “irina\_brightdata.”

26 34. Defendant, through its agents and employees, created and maintained at least two  
27 Business Manager accounts, at least eight advertising accounts, and at least eleven Facebook  
28 Pages.



1 35. Defendant used its Facebook and Instagram accounts to promote its automated  
2 scraping services, tools, and scraped data sets as set forth in Figures 1 and 2 below.

3 **Figure 1: December 22, 2022 Bright Data Advertisement on Instagram**



23 See Exhibit 1.<sup>1</sup>

24

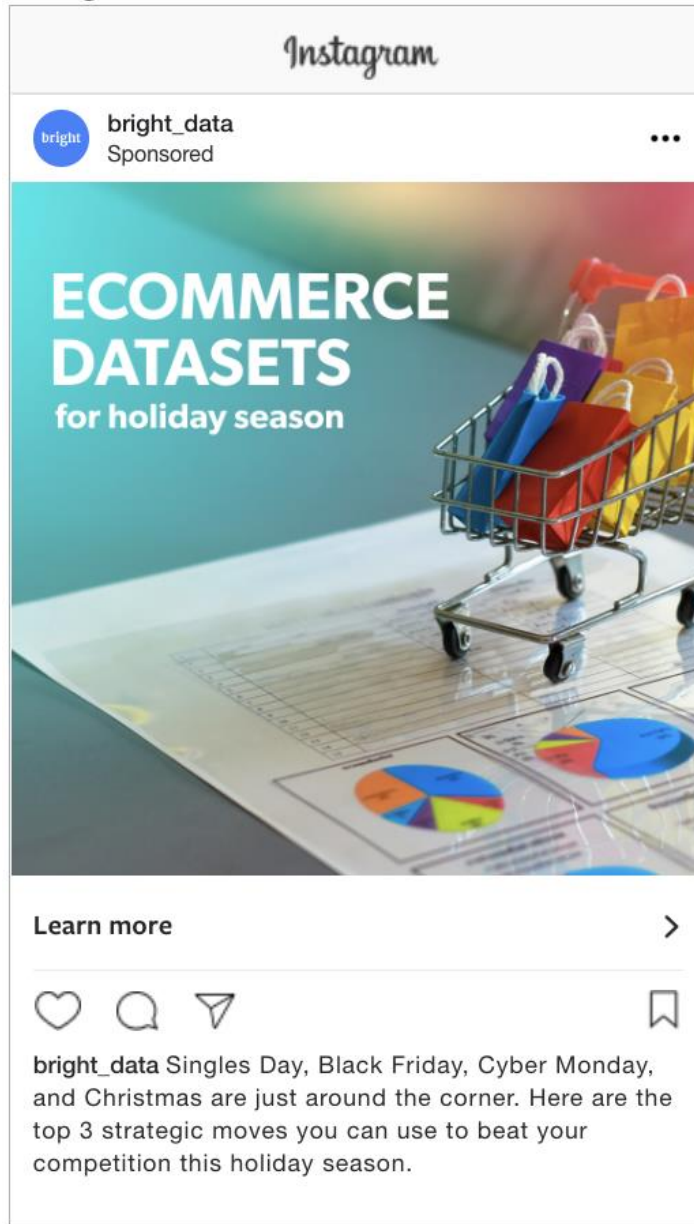
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28 <sup>1</sup> Exhibits attached to this Complaint have been labeled with identifying information. Exhibit 8 includes an annotation.

1 **Figure 2: December 22, 2022 Bright Data Advertisement on Facebook**



22 See Exhibit 2.

23 **B. Defendant's Automated Scraping Activity**

24 36. Since at least April 2021, and continuing to the present, Defendant has used  
25 automated means to scrape and facilitate the scraping of data from Facebook and Instagram.  
26 Defendant took several steps to scrape and facilitate the scraping of data from Facebook and  
27 Instagram. *First*, Defendant developed, maintained, and sold scraping software designed to scrape  
28 Facebook and Instagram. *Second*, Defendant offered to scrape data directly from websites on

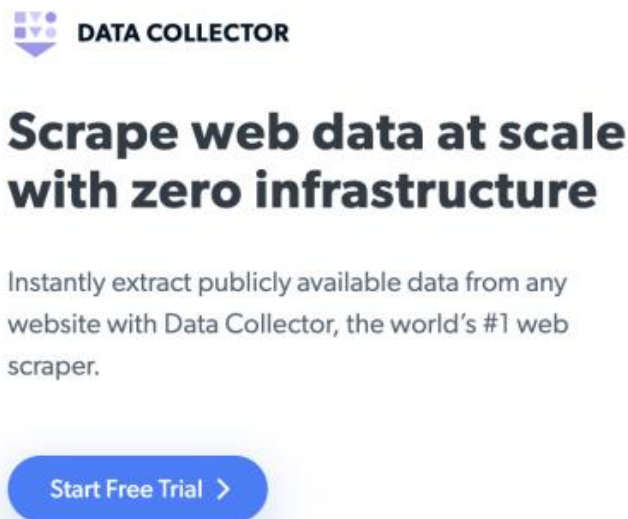
1 behalf of its customers, without the customer having to purchase Defendant’s scraping software.  
 2 *Third*, Defendant sold data scraped from various websites, including Facebook and Instagram,  
 3 among others. *Fourth*, Defendant set up and sold access to scraping infrastructure, in the form of  
 4 IP addresses and servers, used to scrape data from Facebook and Instagram and, on information  
 5 and belief, to avoid Meta’s technological measures that were designed to detect and disrupt  
 6 scraping on Facebook and Instagram.

7 *i. Defendant’s Automated Scraping Tools*

8 37. Defendant developed, maintained, and sold access to automation software—the  
 9 Web Scraper IDE tool, a Facebook Scraper, and an Instagram Scraper—used to scrape data from  
 10 Facebook and Instagram. Defendant sold and distributed its automation software on its website,  
 11 [brightdata.com](https://brightdata.com).

12 38. As shown below in Figure 3, Defendant promoted the Data Collector tool as “the  
 13 world’s #1 web scraper” that offered the ability “instantly extract publicly available data from any  
 14 website.”

15 **Figure 3: Screenshot of Bright Data’s Data Collector Offer on July 7, 2022**



26 *See Exhibit 6.*

27 39. As shown below in Figure 4, Defendant developed a Facebook Scraper to  
 28

1 automatically scrape information from Facebook, including user profile information, Facebook  
2 posts and user engagement and comments, and data related to Facebook Groups, among other  
3 information.

4 **Figure 4: Screenshot of Bright Data’s Facebook Scraper Offer on September 28, 2022**



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14 *See Exhibit 3.*

15 40. As shown below in Figure 5, Defendant also developed an Instagram Scraper to  
16 scrape information from Instagram, including users’ profile information and posts.

17 **Figure 5: Screenshot of Bright Data’s Instagram Scraper Offer on October 5, 2022**



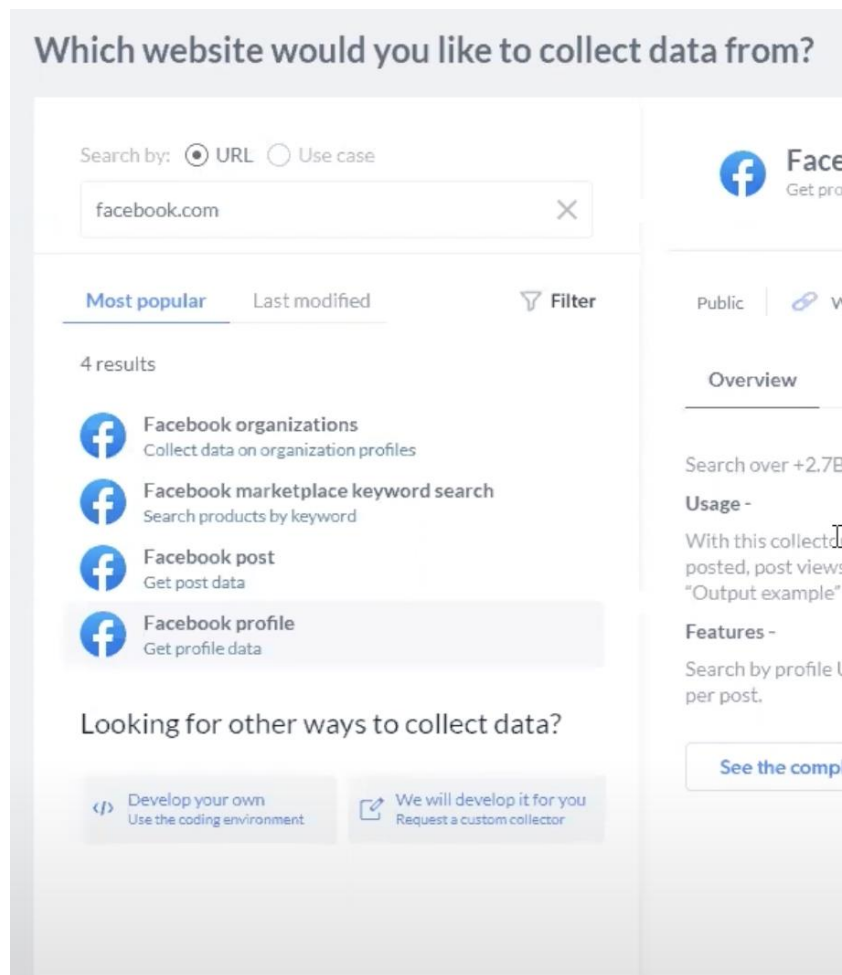
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27 *See Exhibit 4.*

28 41. Defendant maintained the Facebook and Instagram Scraper and updated its code in

1 response to changes Meta made to the Facebook and Instagram website that prevented Defendant's  
2 scraping. *See* Exhibit 3.

3 42. To use Defendant's scraping software, a customer first has to log in to Defendant's  
4 website. As shown below in Figure 6, once logged in, Defendant designed its scraping software  
5 so that a customer would only need to select the type of data to be scraped from Instagram or  
6 Facebook using one of Defendant's existing data scrapers.

7 **Figure 6: Available Facebook Scrapers as of April 27, 2021**



24 *See* Exhibit 5.

25 43. Once a customer used Defendant's automation software to select the type of data  
26 from Facebook or Instagram to be scraped, Defendant launched the scraping campaigns from its  
27 computer network and infrastructure and scraped the data for the customer. Customers could also  
28 use Defendant's software to schedule scraping campaigns to occur in automated intervals, and

1 those would be initiated and executed by Defendant based on the frequency the customer selected.  
2 Defendant caused the data to be scraped by and saved to Defendant's computer system and then  
3 delivered to the customer as the customer directed.

4 *ii. Defendant's Scraping Service*

5 44. In addition to its scraping software, Defendant offered a full-service scraping option  
6 where Defendant's employees and agents used Defendant's computers, IP addresses, and  
7 automated scraping software to scrape data from websites, including Facebook and Instagram, on  
8 behalf of and for the benefit of its customers.

9 45. For example, as of July 7, 2022, Defendant offered on its website "Managed Data  
10 Collection Services," meaning Defendant would perform all aspects of the scraping operations  
11 without requiring the customer to use Defendant's scraping software. Defendant described the  
12 service as "a personalized collection service for companies who prefer to focus on using the  
13 [scraped] data and not be involved in the operation." *See* Exhibit 6. As of December 30, 2022,  
14 Defendant's website states "Let us know what dataset you need and we'll create it for you."

15 *iii. Defendant's Scraped Data Sets*

16 46. Defendant sold pre-collected sets of data it scraped from the sites of several major  
17 U.S. and international companies, including Amazon, Walmart, Target, Ali Express, TikTok,  
18 LinkedIn, Glassdoor, Indeed, eBay, Etsy, Rakuten, Wish, Shein, Grubhub, Costco, Lowes, Home  
19 Depot, Best Buy, Kroger, Selfridges, Chewy, and Nordstrom.

20 47. As shown in Exhibits 7 and 8, as of no later than November 17, 2022, on its website,  
21 Defendant offered to sell scraped data from Instagram users. Defendant offered to sell a data set  
22 for \$860,000 and also offered to sell subsets of the data. Defendant charged a minimum price of  
23 \$5,000 for a subset of the Instagram data and charged an additional \$0.001 per incremental record.

24 48. According to Defendant's website, "popular" subsets of the data include Instagram  
25 Business Accounts, Instagram Influencers, and Instagram Active Users. *See* Exhibit 7.

26 49. Defendant published a sample of the data it scraped from Instagram on its website.  
27 According to the data in the sample, the Instagram data Defendant offered to sell and, on  
28 information and belief, sold, included at least 34 total fields scraped from Instagram users' profiles,

1 including full name, ID, country code, region, post count, biography, business category, hashtags,  
 2 followers, following, posts, profile image, highlights, verification status, business email, and  
 3 business addresses.

4 50. Defendant offered several options for delivery method and frequency, including  
 5 daily delivery.

6 51. On information and belief, Defendant obtained the Instagram data set by scraping  
 7 it from Instagram.

8 52. Defendant also offered for sale on its website a set of pre-collected data scraped  
 9 from Facebook. On information and belief, Defendant obtained this set of data by scraping it from  
 10 Facebook.

11 *iv. Defendant’s Anti-Detection and Blocking Technology*

12 53. Proxies are intermediary servers that re-route a user’s internet traffic to conceal the  
 13 user’s true IP address and location. As shown below in Figure 7, Defendant sells access to a full  
 14 suite of proxy services, including residential and mobile proxies. Defendant also sold access to  
 15 “Facebook proxies” and “Instagram proxies.” See Exhibits 9-10. Defendant charged between  
 16 \$500 per month to \$2,000 per month to use its proxies. Defendant also offers a “custom”  
 17 subscription at a custom price.

18 **Figure 7: Bright Data Proxy Services as of November 17, 2022**



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 26 See Exhibit 12.

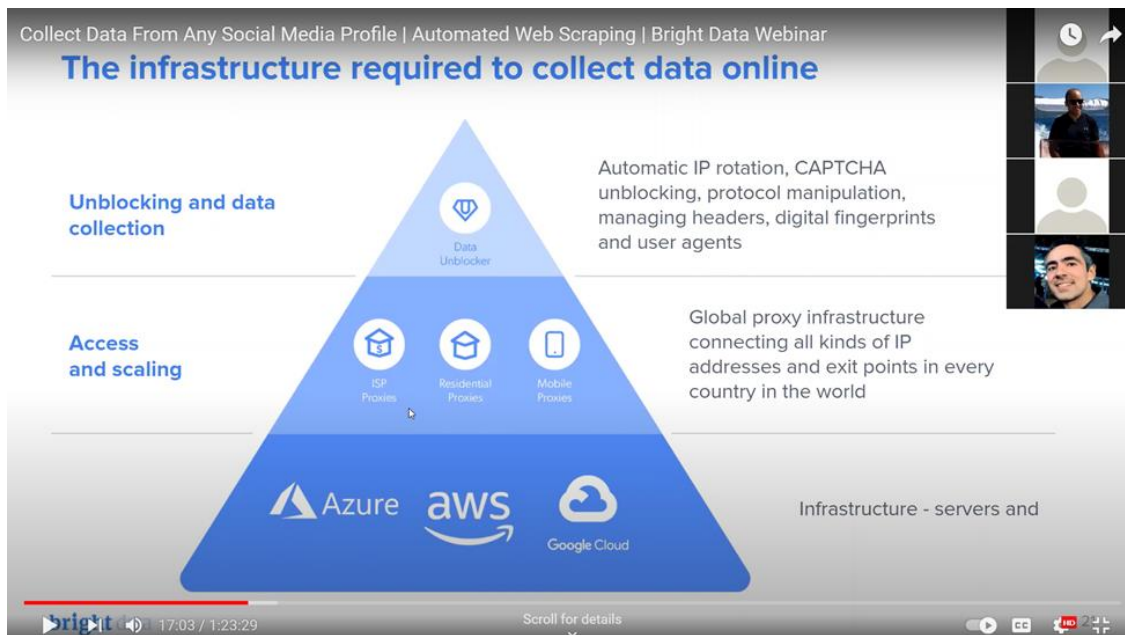
27 54. Defendant encouraged its customers to use its proxy services to scrape data from  
 28

Facebook, including by (i) “creat[ing] & manag[ing] multiple Facebook accounts without getting flagged,” (ii) “unblock[ing] Facebook in any country in the world,” and (iii) circumventing Facebook’s detection mechanisms by, for example “chang[ing] IP location as often as needed.”

55. Defendant also encouraged its customers to use its proxy services to scrape data from Instagram, including by promising that customers will “never get blocked while collecting Instagram influencer data” and that they can navigate Instagram “completely undetected.” See Exhibit 10.

56. In order to automate the extraction of data, avoid detection, and avoid Meta’s anti-scraping measures, Defendant used an automation program to rotate IP addresses, unblock CAPTCHA, manipulate protocols, and manage headers, digital fingerprints, and user agents, when connecting to Facebook and Instagram websites.

**Figure 8: Screenshot of Defendant’s Circumvention Methods as of April 27, 2021**



See Exhibit 13.

57. On information and belief, Defendant took these steps to evade Meta’s detection systems, which are designed to identify unique browsers, require users to log in with accounts, restrict how many times certain data is viewable and can be requested by a logged out user, and limit the number of times a user can interact with Meta computers in a set amount of time.

58. Defendant’s scraping activity and sale of scraped Instagram and Facebook user



1 information was not authorized by Meta.

2 **C. Meta’s Enforcement Efforts**

3 59. On November 29, 2022, Meta conducted a video conference with Defendant and  
4 sent an email demanding that Defendant remove and cease the selling of any user data obtained  
5 from Facebook and Instagram, remove and disable any access to existing datasets of Meta users’  
6 data, and stop scraping and facilitating the scraping of Meta users’ data. *See* Exhibit 11.

7 60. On January 6, 2023, Meta sent Defendant a letter reminding Defendant of the  
8 existence and terms of the Facebook and Instagram Terms and highlighted, in particular, that  
9 Defendant’s use of Facebook and Instagram to scrape user data bound it to each platform’s Terms,  
10 regardless of whether Defendant maintained an active account on that platform. Meta demanded  
11 that Defendant remove and cease the selling of any user data obtained from Facebook and  
12 Instagram, remove and disable any access to existing data sets of Facebook users’ and Instagram  
13 users’ data, and stop scraping and facilitating the scraping of Facebook users’ and Instagram users’  
14 data. *See* Exhibits 14-15.

15 **D. Defendant Unjustly Enriched Itself and Harmed Meta**

16 61. Defendant’s violations of the Facebook and Instagram Terms and Policies have  
17 harmed Meta.

18 62. Defendant’s unauthorized use of Meta’s computers, computer system, and  
19 computer network has damaged Meta, including but not limited to the time and money spent  
20 investigating and mitigating Defendant’s conduct, in an amount to be determined at trial, and in  
21 excess of \$75,000.

22 63. Since at least April 2021, Defendant has unjustly enriched itself at Meta’s expense  
23 in an amount to be determined at trial. Meta is entitled to an accounting by Defendant and a  
24 disgorgement of all unlawful profits gained from its conduct.

25 **FIRST CAUSE OF ACTION**

26 (Breach of Contract)

27 64. Meta realleges and incorporates all preceding paragraphs here.

28 65. Since at least December 23, 2015, Defendant, through its employees and agents,

1 created and used multiple Facebook user accounts and Instagram accounts, thereby agreeing to the  
2 Facebook Terms and the Instagram Terms. Facebook's and Instagram's Terms and Policies  
3 constitute valid and enforceable agreements between Defendant and Meta.

4 66. Meta has performed all conditions, covenants, and promises required of it in  
5 accordance with Facebook's and Instagram's Terms and Policies.

6 67. Since at least April 2021, and continuing to the present, Defendant has used  
7 automated means to scrape and facilitate the scraping of information from Facebook and  
8 Instagram, including by: (i) developing, maintaining, and selling scraping software designed to  
9 scrape data from Facebook and Instagram; (ii) offering to scrape data for its customers without the  
10 customer having to purchase Defendant's scraping software; (iii) selling data that Defendant  
11 scraped from Facebook and Instagram; and (iv) setting up and selling access to scraping  
12 infrastructure, in the form of IP addresses and servers, used to scrape data from Facebook and  
13 Instagram and avoid detection by Meta.

14 68. Defendant has breached and continues to breach Instagram's Terms and  
15 Facebook's Terms 3.2.1, 3.2.2, 3.2.3, and 3.2.5, which prohibit (i) using automated means without  
16 Meta's permission to scrape data from Facebook and Instagram, (ii) facilitating others to scrape  
17 data from Facebook and Instagram without Meta's permission, and (iii) selling data obtained from  
18 Facebook or Instagram.

19 69. Defendant's breaches have caused Meta to incur damages, including investigative  
20 costs, in an amount to be proven at trial.

21 70. Meta likewise seeks injunctive relief. As a direct result of Defendant's unlawful  
22 actions, Meta has suffered and continues to suffer irreparable harm for which there is no adequate  
23 remedy at law, and which will continue unless Defendant's actions are enjoined.

24 71. Defendant's acts as alleged herein also constitute unjust enrichment of Defendant  
25 at Meta's expense.

26 72. Defendant received a benefit by profiting from its unauthorized use of Meta's  
27 computers, computer system, and computer network. But for Defendant's wrongful, unauthorized,  
28 and intentional use of Facebook and Instagram, it would not have obtained such profits.

1           73.     Defendant’s retention of the profits derived from its unauthorized use of Meta’s  
2 computers, computer system, and computer network would be unjust.

3           74.     Defendant’s unauthorized use of Meta’s computers, computer system, and  
4 computer network has damaged Meta, including but not limited to the time and money spent  
5 investigating and mitigating Defendant’s unlawful conduct.

6           75.     Meta seeks an accounting and disgorgement of Defendant’s ill-gotten profits in an  
7 amount to be determined at trial.

8                           **SECOND CAUSE OF ACTION**

9                           (Tortious Interference with Contract)

10          76.     Meta realleges and incorporates all preceding paragraphs here.

11          77.     All Facebook and Instagram users must agree to the Facebook and Instagram  
12 Terms, respectively. The Facebook and Instagram Terms constitute a valid and enforceable  
13 agreement between Facebook and Instagram users and Meta.

14          78.     Defendant is aware that the Facebook and Instagram Terms govern Facebook and  
15 Instagram users’ use of Facebook and Instagram, respectively. As a Facebook and Instagram user  
16 itself, Defendant agreed to and was bound by the Facebook and Instagram Terms.

17          79.     Because Defendant advertises its commercial data scraping service and software to  
18 Facebook and Instagram users logged into Facebook and Instagram, Defendant is aware that the  
19 customers to whom it sells its software and services have Facebook and Instagram accounts and  
20 are bound by the Facebook and Instagram Terms.

21          80.     By offering services and tools designed to scrape data from Facebook and  
22 Instagram in violation of the Facebook and Instagram Terms, Defendant induced a breach or  
23 disruption of the Facebook and Instagram Terms by other Facebook and Instagram users.

24          81.     On information and belief, Defendant’s customers utilized Defendant’s services  
25 and tools to scrape data from Facebook and Instagram in violation of the Facebook and Instagram  
26 Terms.

27          82.     Defendant’s breaches have caused Meta to incur damages in an amount to be  
28 proven at trial.

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**REQUEST FOR RELIEF**

WHEREFORE, Plaintiff Meta seeks a judgment awarding the following relief:

- a. Injunctive relief enjoining and restraining Defendant and its agents from accessing and using Facebook and Instagram;
  - b. Injunctive relief requiring Defendant to identify the location of any and all data obtained from Facebook and Instagram, to delete such data, and to identify any and all entities with whom Defendant shared such data;
  - c. Injunctive relief enjoining and restraining Defendant and its agents from soliciting and facilitating others to scrape data from Facebook and Instagram;
  - d. Injunctive relief enjoining and restraining Defendant from developing, distributing, and using and enabling others to use technologies and products designed to scrape data from Facebook and Instagram without first obtaining Meta’s express permission;
  - e. Injunctive relief requiring Defendant to identify all its customers that scraped data from Facebook and Instagram;
  - f. Injunctive relief enjoining and restraining Defendant and its agents from offering for sale or selling any data obtained from Facebook or Instagram;
  - g. Compensatory damages in an amount to be proven at trial;
  - h. Pre- and post-judgment interest as allowed by law;
  - i. An accounting of Defendant’s profits resulting from its scraping activity;
  - j. Disgorgement of Defendant’s profits resulting from its scraping activity;
- and
- k. All other equitable and legal relief the Court deems just and proper.

1 **PLAINTIFF RESPECTFULLY DEMANDS A JURY TRIAL.**

2 DATED: January 6, 2023

Respectfully submitted,

3 WILMER CUTLER PICKERING  
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