

REDACTED VERSION OF DOCUMENT SOUGHT TO BE SEALED

ORIGINAL

1 Stephanie P. Skaff (State Bar No. 183119)
 2 sskaff@fbm.com
 3 Alex Reese (State Bar No. 280530)
 4 areese@fbm.com
 5 Farella Braun + Martel LLP
 235 Montgomery Street, 17th Floor
 San Francisco, CA 94104
 Telephone: (415) 954-4400
 Facsimile: (415) 954-4480

6 Attorneys for Plaintiffs
 7 BLADEROOM GROUP LIMITED AND BRIPCO
 (UK) LIMITED

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 RICHARD W. WIEKING
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN JOSE

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8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 SAN JOSE DIVISION

CV 15 01370

12 BLADEROOM GROUP LIMITED, et al.,
 13 Plaintiffs,
 14 vs.
 15 FACEBOOK, INC.
 16 Defendant.

Case No. -

COMPLAINT FOR

HRL


- 17 (1) BREACH OF CONTRACT;
- 18 (2) BREACH OF COVENANT OF GOOD FAITH & FAIR DEALING;
- 19 (3) MISAPPROPRIATION OF TRADE SECRETS;
- 20 (4) UNJUST ENRICHMENT; and
- 21 (5) UNFAIR BUSINESS PRACTICES/UNFAIR COMPETITION



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1 Plaintiffs BladeRoom Group Limited (“BRG”) and Bripco (UK) Limited (“Bripco (UK)”)
 2 (collectively “Plaintiffs”) allege as follows:

3 **NATURE OF ACTION**

4 1. In January 2014, Defendant Facebook, Inc. (“Facebook”) announced to the world
 5 that it had developed a revolutionary new method of constructing large, mission critical data
 6 centers, which are the buildings that house the vast arrays of computer servers that form the
 7 backbone of the internet and the high-technology economy. Facebook claimed that it developed
 8 an innovative, pre-fabricated and modular construction approach and, extolling its benefits,
 9 encouraged the entire data center industry to shift from traditional construction practices to this
 10 new method. What Facebook did not disclose, however, was that this methodology and the
 11 detailed know-how supporting its use had in fact been stolen by Facebook from BRG.

12 2. BRG spent years developing and refining the pre-fabricated, modular design and
 13 the transportation and construction techniques that Facebook blithely passed off to the world as
 14 its own in 2014. During the roughly two and a half years before Facebook’s announcement of its
 15 supposedly new approach, 

16  This
 17
 18
 19 action seeks redress for Facebook’s breach of ; its breach of the
 20 covenant of good faith and fair dealing; its misappropriation of trade secrets; its unjust
 21 enrichment at BRG’s expense; and its unfair business practices or unfair competition.

22 **PARTIES**

23 3. Plaintiff BRG is a company organized under the laws of England with a registered
 24 office at Stella Way, Bishop’s Cleeve, Cheltenham, Gloucestershire GL52 7DQ. Since the late
 25 2000s, BRG has been in the business of developing and perfecting a method for manufacturing
 26 and installing pre-fabricated data centers. These data centers, known as “BladeRooms,” are
 27 constructed using BRG’s unique methodology and innovative pre-fabrication construction,
 28 shipping, and installation techniques, some of which are publicly known but many of which BRG

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1 keeps as confidential trade secrets. The confidential know-how, design, supply chain, fabrication
2 and construction techniques, and all other aspects of modular data center construction developed
3 by BRG are referred to throughout this Complaint as the “BRG Methodology.”

4 4. Plaintiff Bripco (UK) is a company organized under the laws of England with a
5 registered office at Stella Way, Bishop’s Cleeve, Cheltenham, Gloucestershire GL52 7DQ.
6 Bripco (UK) is the legal owner, and BRG is the licensee, of all right, title and interest in all trade
7 secrets, know-how, registered and unregistered designs, and confidential information created or
8 developed by BRG, including the BRG Methodology.

9 5. On information and belief, Defendant Facebook is a company organized under the
10 laws of Delaware with a principal place of business at 1601 Willow Road, Menlo Park, California
11 94025.

12 JURISDICTION AND VENUE

13 6. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§
14 1332 because there is a complete diversity of citizenship between Plaintiffs and Defendant and
15 the amount in controversy exceeds \$75,000.

16 7. This Court has personal jurisdiction over Defendant Facebook because Facebook
17 consented to this Court’s jurisdiction for purposes of adjudicating any action

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19
20 8. This Court also has personal jurisdiction over Defendant Facebook because
21 Plaintiffs’ causes of action against Facebook arise out of or relate to Facebook’s purposeful
22 contacts with California, and the exercise of personal jurisdiction over Facebook in this particular
23 case would comport with principles of fair play and substantial justice.

24 9. This Court also has personal jurisdiction over Defendant Facebook because it has
25 engaged in systematic and continuous contacts with this State and this County by, *inter alia*,
26 regularly conducting and soliciting business in this State and this County, and deriving substantial
27 revenue from products and/or services provided to persons in this State and this County.
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1 10. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b)–(c) because a
2 substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred in this district
3 and Facebook resides in this judicial district and is subject to this Court’s personal jurisdiction.

4 11. Venue is also proper in this district because by entering into [REDACTED]
5 [REDACTED]
6 [REDACTED] were to be resolved by the federal or state courts located in Santa Clara
7 County.

8 INTRADISTRICT ASSIGNMENT

9 12. This action is an Intellectual Property Action subject to district-wide assignment.
10 [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED]

14 FACTUAL ALLEGATIONS

15 *BRG, Bripco (UK), and the BRG Methodology*

16 13. Over the course of 25 years, the founders and senior leadership of BRG developed
17 deep expertise in the pre-fabricated, modular construction of buildings that have specific air-
18 handling requirements. They acquired this experience by designing and supplying mission-
19 critical modular buildings with complex mechanical and electrical components, including
20 industrial kitchens and hospital facilities such as operating theaters and clean rooms, to major
21 institutions around the world. Their approach to these projects was to always maximize
22 efficiency and precision by pre-fabricating in a factory as many elements of each building as
23 possible, then transporting them to site. In 2008, BRG’s directors came to realize that the fast-
24 growing, multibillion dollar per year data center industry was an area where pre-fabrication and
25 modular construction techniques could provide significant benefits. They decided to develop a
26 pre-fabricated data center product that could take full advantage of their experience and expertise.

27 14. Data centers are extremely complex structures. The backbone of the internet and
28 high-technology economy, they are where companies securely house their computer servers and

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1 maintain the appropriate climate for them. Precise construction standards and temperature and
2 humidity controls in these buildings are essential because of the heat that rows upon rows
3 containing racks upon racks of servers generate while operating. This enormous amount of heat
4 can damage the servers if it is not efficiently and effectively removed.

5 15. Before BRG developed its innovative approach, it analyzed the market and found
6 that companies that were then providing large, enterprise-level data centers used a standard “stick
7 built” approach to construction. In other words, the data centers were built traditionally by a
8 large team that included architects, consultants, general contractors, specialist sub-contractors,
9 mechanical and structural engineers, cost managers, on-site tradesmen, and more.

10 16. Using its existing expertise in constructing mission critical modular facilities,
11 BRG set out to develop a better, faster, and more cost-effective way to build, deliver, and install
12 large, mission-critical data centers. BRG devoted substantial resources to refining its methods
13 and designs. The resulting innovations, know-how and technological developments are
14 collectively embodied in the BRG Methodology and a data center product called the
15 “BladeRoom.”

16 17. The BRG Methodology offers many benefits over traditional methods of
17 construction. Using the BRG Methodology, BRG can construct large, enterprise-level data
18 centers

[REDACTED]

26 18. BRG installed its first BladeRooms in 2009, and the company has grown rapidly
27 since that time. Due to the innovation and benefits offered by the BRG Methodology, BRG has
28 achieved significant success, and today there are [REDACTED]

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1 [REDACTED], which are used by national governments and some of the world's most
2 prestigious and well-known companies. BRG's innovations have been recognized with industry
3 awards, including the Green Enterprise IT award from the Uptime Institute, a well-known
4 standard-setting organization within the data center industry.

5 19. Some aspects of the BRG Methodology are the subject of granted patents and
6 pending patent applications, while others are kept as trade secrets or confidential and proprietary
7 information. Plaintiffs developed their intellectual property over several years at great effort and
8 expense. Bripco (UK) owns the trade secrets, know-how, trademarks, design rights, and
9 confidential proprietary information, while BRG is its licensee.

10 20. Bripco (UK) and BRG protect Bripco (UK)'s trade secrets and confidential and
11 proprietary information by limiting the content of any public disclosure and ensuring that private
12 disclosure to potential clients, suppliers, and others is covered by non-disclosure agreements.
13 Computer systems containing the trade secrets are password-protected. Facilities where the trade
14 secrets are stored are physically secured. Visitors are prevented from accessing the trade secrets
15 unless under a non-disclosure agreement. Employee access to the trade secrets is limited to those
16 employees with a need to know. Employees must sign agreements requiring them to keep
17 confidential trade secrets and proprietary information they learn in BRG's employ and requiring
18 the return of any trade secrets and proprietary information materials at the termination of
19 employment.

20 [REDACTED]

21 21. In late October 2011, BRG was confident in its growing global reputation, and it
22 contacted Facebook to promote BladeRooms and the BRG Methodology.

23 [REDACTED]

28

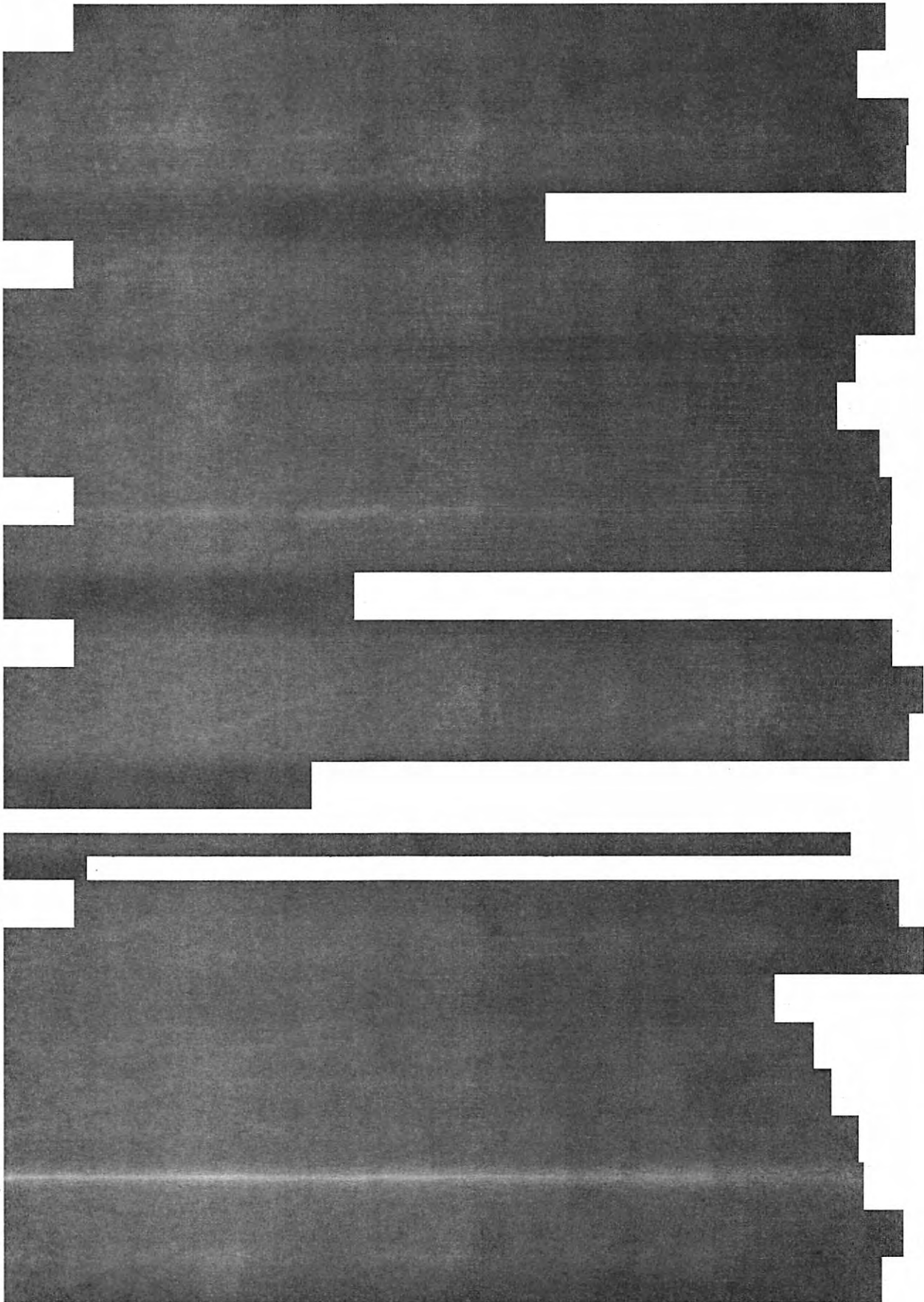
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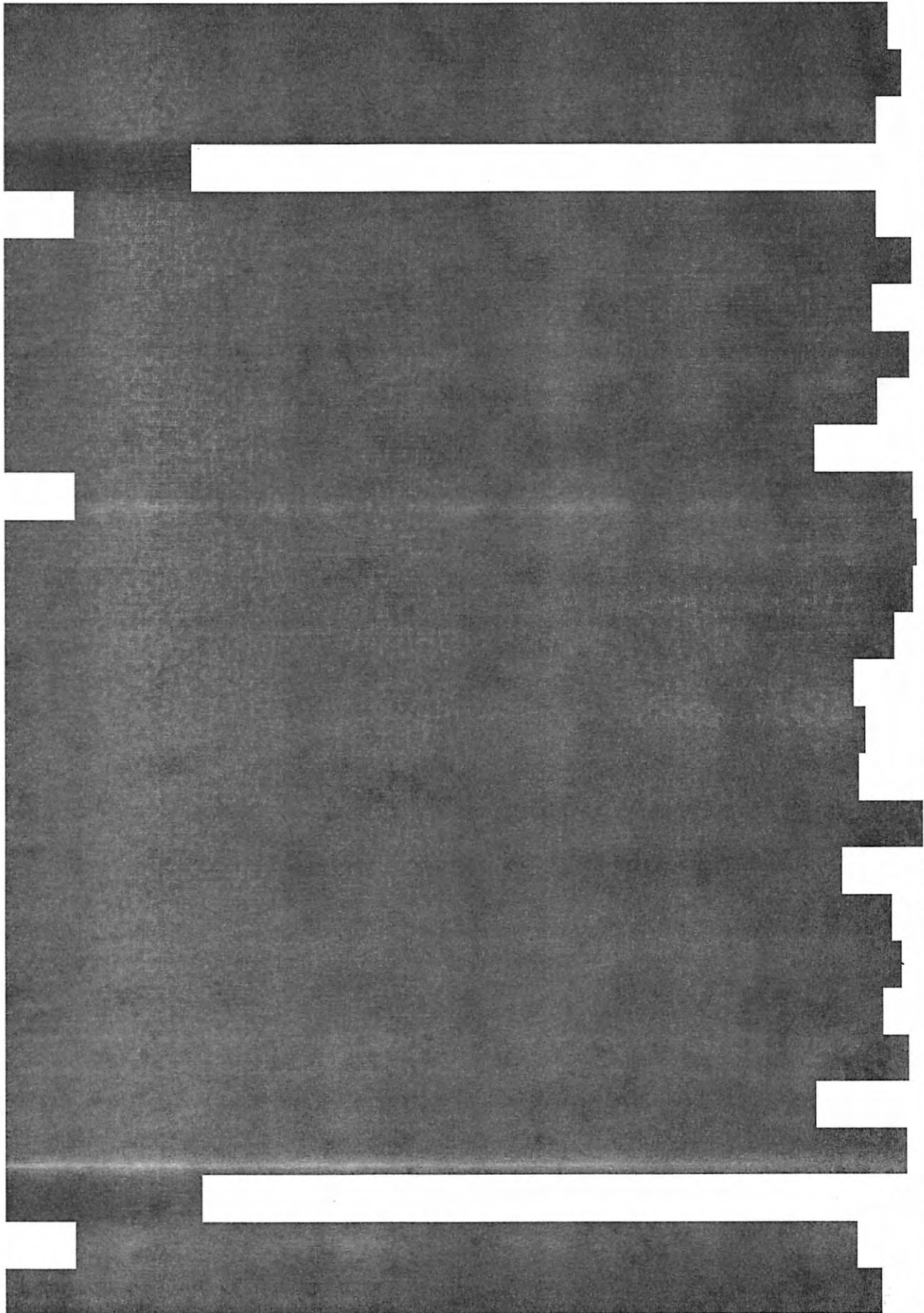
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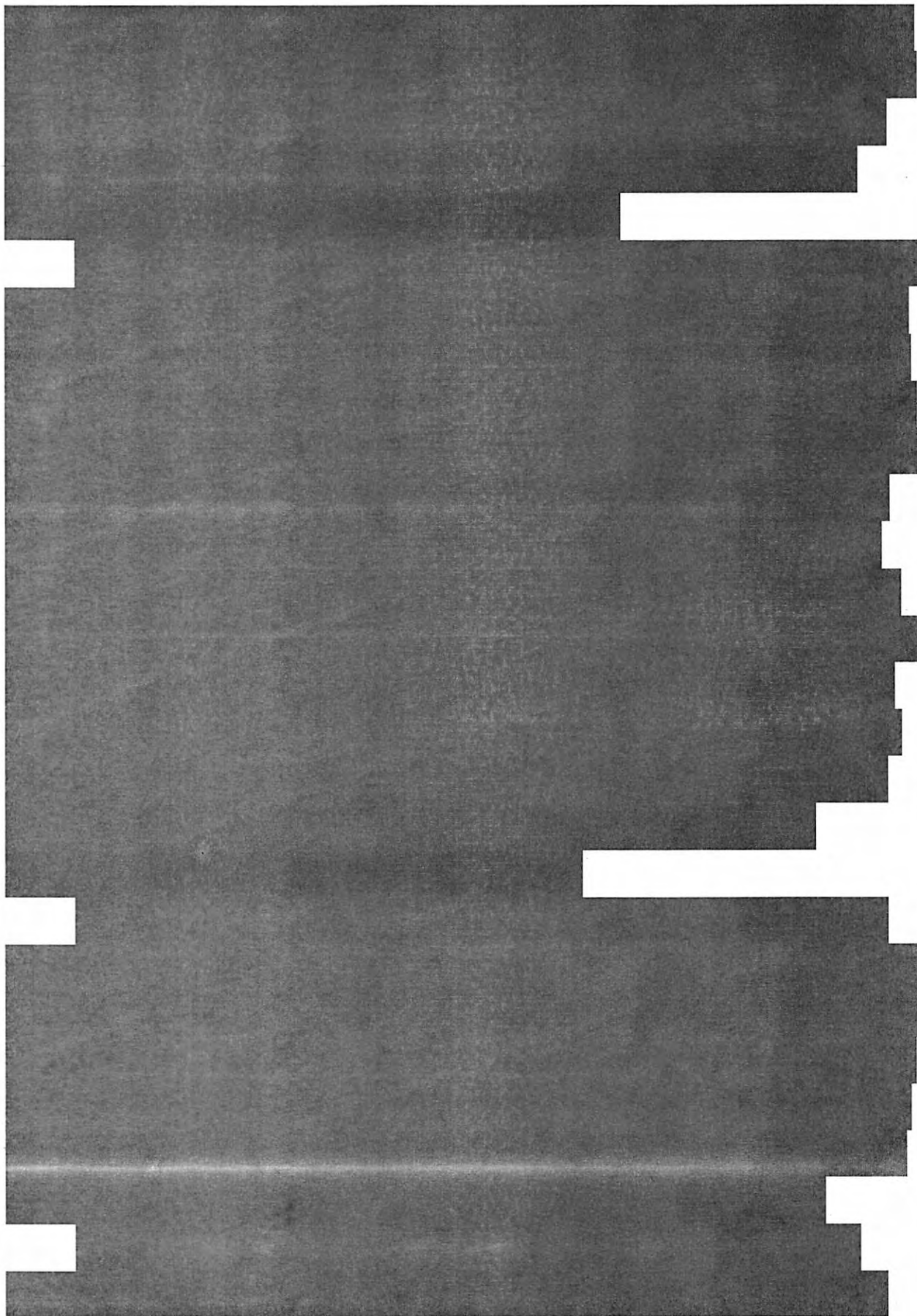
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

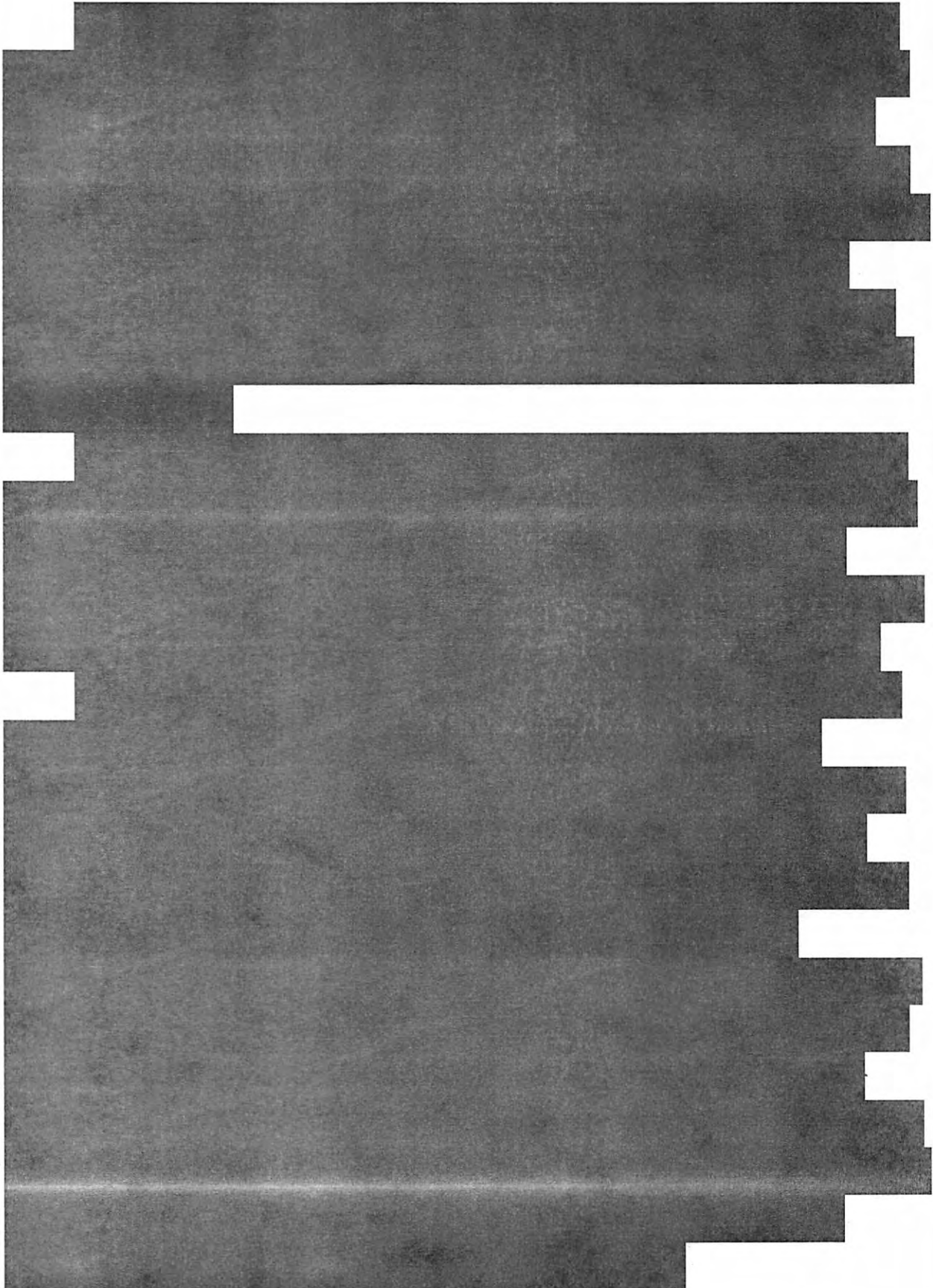
38.

[REDACTED]

BRG never imagined that Facebook would end up stealing the BRG Methodology and partnering with Emerson to construct its data centers using BRG's trade secrets and confidential information.

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1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]

6 *Facebook Partners with Emerson to Build the Second Phase of Its Data Center Campus in*
7 *Luleå*

8 43. [REDACTED]
9 [REDACTED]

10 Instead, on information and belief, Facebook, together with Emerson, simply stole the BRG
11 Methodology and passed it off as its own. In May 2014, Facebook announced that it had awarded
12 Emerson a contract to construct a pre-fabricated, modular data center for the second phase of its
13 Luleå, Sweden campus. On information and belief, the design and construction process for the
14 Luleå phase two data center that Emerson has constructed for Facebook incorporates Bripco (UK)
15 trade secrets and other confidential information about the BRG Methodology.

16 44. Publicly available information about the construction of the data hall of phase two
17 of the Luleå data center campus shows that Facebook is using concepts and techniques embodied
18 in the BRG Methodology that BRG developed [REDACTED]

19 [REDACTED]. For example, photos of the construction at phase two of the
20 Luleå site show that Facebook used [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED].

25 *Facebook Discloses Confidential Information About the BRG Methodology on OpenCompute*
26 *The January 2014 OpenCompute Presentation*

27 45. Facebook's misdeeds might never have come to light had it decided that simply
28 stealing BRG's intellectual property was enough. Instead, Facebook went further when it decided

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1 to encourage and induce others to use BRG's intellectual property as well by revealing BRG's
2 confidential information through an initiative created by Facebook called the "OpenCompute
3 Project" ("OpenCompute"). According to the initiative's website, available at
4 <http://www.opencompute.org/about>, the goal of OpenCompute is to give the public "full access to
5 the[] specifications" used by Facebook in its data centers in order to "spark a collaborative
6 dialogue" about how to improve its approach to data centers.

7 46. In January 2014, [REDACTED]
8 [REDACTED] Mr. Magarelli made a public presentation at an OpenCompute
9 forum regarding Facebook's brand new "rapid deployment data center" or "RDDC method." A
10 video of Mr. Magarelli's presentation was posted to YouTube at
11 <http://www.youtube.com/watch?v=yu8jin33G64>. Mr. Magarelli's presentation begins around the
12 21:49 mark.

13 47. In his presentation of the RDDC, Mr. Magarelli explains that Facebook was
14 looking for ways to use construction methods that would allow it to deliver twice the amount of
15 data space in about half the normal time. Mr. Magarelli explains that many of the concepts
16 underlying the RDDC were developed with "vendors." He notes that "lean construction
17 approaches are often used in hospital buildings." On information and belief, BRG is the only
18 supplier of modular data centers whose predecessors also had experience delivering modular
19 hospital buildings.

20 48. One of the concepts that Mr. Magarelli claimed Facebook developed with vendors
21 was a [REDACTED]

22 [REDACTED]
23 [REDACTED]
24 [REDACTED]
25 [REDACTED]
26 49. Another one of the concepts that Mr. Magarelli claimed was developed with a
27 vendor was [REDACTED]
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[REDACTED]

50. [REDACTED]

[REDACTED]. But he does not mention BRG or BladeRooms.

The March 2014 OpenCompute Blog Post

51. Facebook continued to misuse and misappropriate BRG’s confidential information and Bripco (UK)’s trade secrets. In March 2014, Mr. Magarelli also authored and published an OpenCompute blog post about Facebook’s “new rapid deployment data center,” or “RDDC.” The blog post may be accessed at <http://www.opencompute.org/blog/faster-leaner-smarter-better-data-centers>.

52. In his blog post, Mr. Magarelli claims that the RDDC concept began with what he terms as a “hack”: “In October 2012, our data center strategic engineering and development team and several experts in lean construction came together to hack on a design for a data center that would look less like a construction project and more like a manufactured product.”

53. The blog post goes on to describe [REDACTED]

[REDACTED]

54. Of the [REDACTED]

[REDACTED]

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[REDACTED]

55. Some of the hoped-for benefits of the RDDC that Mr. Magarelli cites in his blog post include

[REDACTED]

Mr. Magarelli concludes his blog post with news that Facebook planned to use the RDDC designs in the construction of their second data center in Luleå. The blog post emphasizes that Facebook's RDDC is a "new approach to data center design."

56. [REDACTED]

Again, Mr. Magarelli does not mention BRG or BladeRooms in his presentation or make any attempt to attribute or credit BRG for any of the elements of the innovative new approach he falsely claimed Facebook itself had developed.

57. Mr. Magarelli's January presentation and March blog post do not disclose Facebook's own concepts, but rather BRG's confidential and trade secret information

[REDACTED]

58. After Mr. Magarelli's OpenCompute presentation and blog post, media outlets picked up the story about Facebook's RDDC, including the BRG confidential information, and broadcast it around the world.

FIRST CAUSE OF ACTION

(Breach of Contract)

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3 59. Plaintiffs incorporate by reference as though set forth herein each of the preceding
4 allegations of Paragraphs 1 through 58 of this Complaint.

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16 63. As a direct and proximate result of Facebook's breaches of
17 BRG has suffered damages, and Facebook has been unjustly enriched, in an amount
18 to be determined at trial.

19 64. Facebook's breaches have caused and continue to cause BRG irreparable harm that
20 cannot be fully redressed through damages alone. An injunction as set forth herein is necessary to
21 provide BRG with complete relief.

SECOND CAUSE OF ACTION

(Breach of Covenant of Good Faith and Fair Dealing)

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25 65. Plaintiffs incorporate by reference as though set forth herein each of the preceding
26 allegations of Paragraphs 1 through 58 of this Complaint.

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[REDACTED]

68. Facebook unfairly interfered with BRG's right to receive benefits under [REDACTED]

[REDACTED]

69. As a direct and proximate result of Facebook's breaches [REDACTED]
[REDACTED], BRG has suffered damages, and Facebook has been unjustly enriched, in an amount to be determined at trial.

70. Facebook's breaches have caused and continue to cause BRG irreparable harm that cannot be fully redressed through damages alone. An injunction as set forth herein is necessary to provide BRG with complete relief.

THIRD CAUSE OF ACTION

(Misappropriation of Trade Secrets)

71. Plaintiffs incorporate by reference as though set forth herein each of the preceding allegations of Paragraphs 1 through 58 of this Complaint.

72. Plaintiff Bripco (UK) is the owner of trade secrets as defined by California's Uniform Trade Secrets Act, Civil Code sections 3426-3426.11.

73. Plaintiff Bripco (UK)'s trade secrets include but are not limited to information regarding [REDACTED]

[REDACTED]

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1 [REDACTED]
2 [REDACTED]
3 [REDACTED]
4 [REDACTED]
5 [REDACTED]
6 [REDACTED]
7 [REDACTED]
8 [REDACTED]

9 74. Bripco (UK)'s trade secrets derive independent actual and potential economic
10 value from not being generally known or available to the public or other persons who can obtain
11 economic value from their disclosure or use.

12 75. Bripco (UK)'s trade secrets have significant value, resulting from significant
13 investment of time and resources.

14 76. Bripco (UK) and BRG have made, and continue to make, efforts that are
15 reasonable under the circumstances to maintain the secrecy of its trade secrets.

16 77. The Bripco (UK) trade secrets described above were trade secrets at the time that
17 they were [REDACTED].

18 78. Facebook improperly used Bripco (UK)'s trade secrets without Bripco (UK)'s
19 consent and at the time of such use, knew, or had reason to know that its knowledge of Bripco
20 (UK)'s trade secrets [REDACTED].

21 [REDACTED] Facebook
22 improperly used Bripco (UK)'s trade secrets, for example, in its development of its RDDC, which
23 it deployed and plans to deploy on its own or with the assistance of third parties.

24 79. Facebook improperly disclosed Bripco (UK)'s trade secrets without Bripco (UK)'s
25 consent and at the time of such disclosure, knew or had reason to know that its knowledge of
26 Bripco (UK)'s trade secrets was [REDACTED].

27 [REDACTED] For example, on
28 information and belief, Facebook disclosed Bripco (UK)'s trade secrets to Emerson and employed

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1 Bripco (UK)'s trade secrets in its construction of the second phase of its Luleå data center
2 campus. [REDACTED]

3 [REDACTED]
4 [REDACTED]
5 80. As a natural and proximate result of Facebook's misappropriation, Bripco (UK)
6 has suffered injury and harm and Facebook has been unjustly enriched, in amounts according to
7 proof.

8 81. Facebook's trade secret misappropriation has caused and continues to cause
9 Bripco UK irreparable harm that cannot be fully redressed through damages alone. An injunction
10 as set forth herein is necessary to provide Bripco (UK) with complete relief.

11 82. In misappropriating Bripco (UK)'s trade secrets, Facebook acted willfully and
12 maliciously. Bripco UK is thus entitled to punitive and exemplary damages against Facebook
13 pursuant to section 3426.3(c) of the Civil Code.

14 **FOURTH CAUSE OF ACTION**

15 **(Unjust Enrichment)**

16 83. Plaintiffs incorporate by reference as though set forth herein each of the preceding
17 allegations of Paragraphs 1 through 58 of this Complaint.

18 84. [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED] While some of this information was
25 trade secret material, and some of it not, both the trade secret and non-trade secret information
26 would have been difficult and expensive for Facebook to develop, learn, or compile on its own.

27 85. [REDACTED]
28 [REDACTED]

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1 [REDACTED] its RDDC concept, which it presented to the
2 world as its own, resulting in an enhancement of Facebook's reputation as an innovator in data
3 center design. On information and belief, Facebook also used the information to prepare the
4 design it is using for the second phase of its data center campus at Luleå.

5 86. Facebook's benefit came at BRG's expense. [REDACTED]
6 [REDACTED], BRG's reputation as an
7 innovator in data center design was not enhanced whereas Facebook's was. On information and
8 belief, Facebook's public disclosures and endorsement of BRG's methods and practices without
9 acknowledging BRG's rights over them has also inspired, encouraged, and given confidence to
10 competitors to use the BRG Methodology in competition with BRG. Additionally, it would have
11 taken Facebook much longer and cost Facebook much more money to develop the design for its
12 Luleå and other data center campuses had it not misused BRG's methods and approach for its
13 own benefit.

14 87. Facebook has never compensated BRG for the benefit that it received from BRG.

15 88. In equity and good conscience, Facebook ought not be allowed to retain the
16 windfall that BRG's information allowed it to realize at BRG's expense.

17 89. BRG is accordingly entitled to equitable relief, including restitution of amounts
18 sufficient to disgorge Facebook of all profits, cost savings, and reputational enhancement it
19 realized and losses averted as the result of [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]

23 **FIFTH CAUSE OF ACTION**

24 **(Unfair Business Practices/Unfair Competition,**

25 **Bus. and Prof. Code § 17200, et seq.)**

26 90. Plaintiffs incorporate by reference as though set forth herein each of the preceding
27 allegations of Paragraphs 1 through 58 of this Complaint.
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1 91. Facebook's acts described above constitute unfair business practices and unfair
2 competition as defined by California Business & Professions Code § 17200, *et seq.*

3 92. In particular, at least the following acts by Facebook were unlawful, unfair, or
4 fraudulent business acts: Facebook's use of Bripco (UK)'s trade secrets to develop and direct its
5 RDDC approach, which it deployed and plans to deploy on its own or with the assistance of third
6 parties

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9 ; its disclosure of BRG's confidential information to the world through its OpenCompute
10 presentation and blog post; and its fraudulent effort to pass off the BladeRoom innovations as its
11 own, rather than as Plaintiffs'.

12 93. As a direct and proximate result of Facebook's wrongful conduct, Plaintiffs have
13 been injured in fact. Such harm will continue unless Facebook's acts are enjoined by the Court.
14 Plaintiffs have no adequate remedy at law for Facebook's continued acts of unfair business
15 practices and unfair competition.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs pray for judgment against Facebook as follows:

- 18 1. Damages from Facebook according to proof;
- 19 2. Disgorgement from Facebook of unjust enrichment according to proof;
- 20 3. For preliminary and permanent injunctive relief to enjoin Facebook and its agents,
21 servants, and employees, and all persons acting under, in concert with, or for it, from using or
22 disclosing any of Bripco UK's trade secrets, confidential know-how, and proprietary information
23 regarding BladeRooms, in any way;
- 24 4. For preliminary and permanent injunctive relief requiring Facebook and its agents,
25 servants, and employees, and all persons acting under, in concert with, or for it, to return [REDACTED]
26 [REDACTED];
- 27 5. For punitive and exemplary damages as may be provided by law;
- 28 6. For Plaintiffs' attorneys' fees and costs as may be provided by law;


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- 7. For prejudgment and post-judgment interest;
- 8. For such other relief as the Court may deem just and proper.

Date: March 20, 2015

FARELLA BRAUN + MARTEL LLP

By: 
 Stephanie P. Skaff
 Alex Reese

Attorneys for Plaintiff
 BLADEROOM GROUP LIMITED AND
 BRIPCO (UK) LIMITED

JURY DEMAND

Plaintiffs demand a jury trial on all claims and issues that are so triable.

Date: March 20, 2015

FARELLA BRAUN + MARTEL LLP

By: 
 Stephanie P. Skaff
 Alex Reese

Attorneys for Plaintiff
 BLADEROOM GROUP LIMITED AND
 BRIPCO (UK) LIMITED

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