

EXHIBIT 4

UNREDACTED VERSION OF DOCUMENT SOUGHT TO BE LODGED UNDER SEAL

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SAN MATEO

3 ---oOo---

4 SIX4THREE, LLC, a Delaware
5 limited liability company,

6 Plaintiff,

7 vs.

Case No. CIV. 533328

8 FACEBOOK, INC., a Delaware
9 corporation and DOES 1
through 50, inclusive,

10 Defendant.

_____/

11

12

13 *** HIGHLY CONFIDENTIAL ***

14

15 DEPOSITION OF PMQ OF FACEBOOK, INC.

16 ALLISON HENDRIX

17

18 _____
WEDNESDAY, JUNE 21, 2017

19

20

21

22

23 REPORTED BY: HOLLY THUMAN, CSR No. 6834, RMR, CRR

24 (BO-130556)

25

1 Section 32 of the SRR.

2 Q. Okay. Did your work from 2012 to 2015
3 involve evaluating policy violations by apps?

4 A. Absolutely.

5 Q. And complaints about apps?

6 A. What do you mean by complaints?

7 Q. If someone made a complaint about an app that
8 was functioning on the Facebook platform, did your job
9 involve dealing with those complaints?

10 A. Only as needed.

11 Q. All right. Are you aware of any policy
12 violation notices that Facebook sent to the plaintiff
13 in this case, Six4Three, between 2012 and 2014?

14 MS. MILLER: Objection. Outside the scope.

15 THE WITNESS: No.

16 BY MR. GODKIN:

17 Q. Are you aware of any complaints against
18 Six4Three sent from anyone to Facebook during that same
19 time period?

20 MS. MILLER: Objection. Outside the scope.

21 THE WITNESS: No.

22 BY MR. GODKIN:

23 Q. Are you aware of any communications regarding
24 Six4Three between any Facebook employees between 2012
25 and 2014?

1 MS. MILLER: Objection. Outside the scope.

2 THE WITNESS: No.

3 BY MR. GODKIN:

4 Q. Are you aware that Six4Three -- or strike
5 that.

6 Have you read the complaint -- the complaints
7 that have been filed in this case by Six4Three?

8 A. I read a letter.

9 Q. Okay. Have you read the complaints, the
10 actual pleadings?

11 A. I can't remember.

12 Q. Are you aware that Six4Three alleges that its
13 application broke on April 30th, 2015, when it could no
14 longer access users' friends lists and friends' photos
15 data?

16 A. Say that one more time?

17 Q. Six4Three alleges in this case that its
18 application broke on April 30th, 2015. Are you aware
19 of that?

20 A. I believe that's their position.

21 Q. And the reason it broke is because it could no
22 longer access from Facebook a user's friends list and
23 friends' photos data.

24 Are you aware of that?

25 A. The friends' photos, yes. Friends list, no.

1 Q. Are you aware of Facebook taking any action
2 around April 30th, 2015, specifically against Six4Three
3 that would not also have impacted other app developers?

4 A. So may I restate what I think you're asking
5 me?

6 Q. Sure.

7 A. Am I aware of any -- of any -- that -- did
8 Facebook treat Six4Three different than any other
9 developers?

10 Q. That's a good restatement.

11 A. In terms of the friends' photos endpoint, I'm
12 not aware of that.

13 Q. Okay. Did Facebook target Six4Three on
14 April 30th, 2015, specifically to disable Six4Three's
15 access?

16 A. I'm not sure what you mean by "target," and
17 I'm not sure when they went through the breaking change
18 process where they would -- so I'm not sure.

19 Q. You're aware that April 30th, 2015, is a
20 significant date, are you not?

21 A. Yes. The --

22 Q. And why do you think that's a significant
23 date?

24 A. That's the date that the developers would need
25 to go -- you would no longer be able to access the

1 friends' photos.

2 Q. All right. So did -- my question, then, is,
3 on that date, did Facebook take any action specifically
4 directed at Six4Three that it did not also direct at
5 other app developers?

6 A. Not that I'm aware of, because I'm just not
7 quite sure precisely what you mean by taking any
8 action.

9 Q. Is it fair to say that applications other than
10 Six4Three's application lost access to the user friends
11 list on April 30th, 2015?

12 A. Some of them did, yes.

13 Q. How many do you think did?

14 A. I don't have an idea as to the precise number,
15 but it was a rolling -- you know, ultimately, we got
16 everybody off, but we had to roll. Otherwise, we'd
17 break the -- my perception, not being an engineer, is
18 that you can't do that all at once without really
19 hurting the platform itself, from a technical
20 standpoint.

21 Q. So what is your understanding of the total?

22 You had an understanding that it was rolling.
23 What was the total number whose access was denied?

24 A. That depends on the scope of your question,
25 because there was a number of changes that were made in

1 connection with moving into the new version of the
2 platform.

3 Q. Limiting it to the denial of access to the
4 user friends list, how many app developers were
5 affected?

6 A. So we didn't -- to this day, you can still get
7 the users' in-app friend list. That's what I want to
8 make sure.

9 Q. You say "in-app friend list." What does that
10 mean?

11 A. What that means is, if you are the app
12 developer, and I'm going to go to your app, and Laura
13 and I are friends on Facebook, and then she goes to
14 your app, you have the technical ability to know that
15 we are connected on Facebook to help improve our user
16 experience within our app, to the extent -- like, I
17 have a control. I can say, I don't want you to see my
18 friend list, and so then you won't be able to see that.

19 But you can still see those people in your app
20 who are connected on Facebook.

21 Q. Only if they also have the same app.

22 A. Right. They need to come to you and give you
23 the rights to see their information.

24 Q. About how many other applications lost access
25 or lost the ability to function because they could no

1 has the Bates numbers FB_75 through 95 -- 96, I'm
2 sorry.

3 Could you turn to the page with Bates number
4 77 at the bottom? The third page of the exhibit.

5 A. I'm here.

6 Q. And towards the middle of the page, there is a
7 section entitled "A More Stable Platform with
8 Versioning and Graph API 2.0."

9 Do you see that?

10 A. I do.

11 Q. Is that an official announcement of Graph API
12 2.0 on Facebook's public website?

13 A. Yes. This is a description of the stability
14 update.

15 Q. Was Graph API 2.0 the change that removed
16 access to friends' lists, friends' photos, and other
17 types of data on April 30th, 2015, which Six4Three
18 alleges broke its app?

19 MS. MILLER: Objection. Vague and ambiguous.

20 THE WITNESS: Yeah, I agree with my counsel.

21 I -- it's hard to answer that question.

22 So the changes -- like the removal of the
23 friend endpoint is associated -- so let me restate.

24 With Graph API 2.0, the friend endpoints are
25 not -- are no longer available.

1 BY MR. GODKIN:

2 Q. And that's what Six4Three alleges caused its
3 app to no longer function. Correct?

4 I know you disagree with that. But that's
5 what is alleged in the lawsuit. Correct?

6 MS. MILLER: Objection. Lacks foundation.

7 THE WITNESS: I believe they think that their
8 app wouldn't work anymore.

9 BY MR. GODKIN:

10 Q. Okay. Was Graph API 2.0 variously referred to
11 internally by Facebook employees as Platform 3.0,
12 Platform Simplification, and PS12n?

13 A. In the context of the conversations on how
14 Platform needed to change as we moved into a mostly
15 mobile environment, there were different titles of --
16 thrown out there internally until we landed on -- I
17 think ultimately people were referring to it as
18 Platform Simplification. And then part of the
19 simplification is announcing the versioning and the
20 commitment to the stability of the platform.

21 Q. Was it referred to as Platform 3.0 from time
22 to time internally at Facebook?

23 A. Some people said that.

24 Q. And PS12n, is that just a kind of code for
25 Platform Simplification?

1 A. I believe so.

2 Q. Because there's 12 letters between the PS and
3 the N?

4 A. I -- it makes me think of
5 "internationalization," isn't it. So yeah, probably.

6 Q. Does this section of Exhibit 3 that we're
7 looking at, starting at the bottom of page 77 and
8 continuing over to the very top of 78, state
9 specifically that Facebook is removing access to the
10 full friends list and the photos list?

11 A. So I'm on the third page of the announcement.

12 Q. Page 77 at the bottom?

13 A. Right. So of the doc that said the new
14 Facebook login and graph API 2.0, we go into detail
15 about what we're doing.

16 The specific pages that you've asked me if we
17 call out friend endpoints --

18 MS. MILLER: I'll say -- objection. The
19 document speaks for itself. But go ahead.

20 THE WITNESS: This part of the announcement
21 does not state that.

22 BY MR. GODKIN:

23 Q. Okay. And at the very top of the page with
24 the Bates number 78, there's a statement, "In addition
25 to the above, we are removing several rarely used API

1 endpoints."

2 Do you see that?

3 A. Oh, yes. So without the word "friend," but
4 yeah, the endpoints is referred to right here.

5 Q. Were the friends list and friends' photos
6 among the endpoints that Facebook included in the
7 phrase "several rarely used API endpoints"?

8 A. The friend endpoints went away. I didn't
9 write this, so I don't know -- I don't know if that
10 would be the case. I believe it to be true.

11 Q. Well, it says, "visit our changelog for
12 details." Correct?

13 A. Right.

14 Q. And the changelog is part of Exhibit 3.
15 Correct.

16 If you'll turn to page 94, the Bates number
17 94 -- let me know when you have that in front of you.

18 Do you see the Bates numbers at the bottom?

19 A. I do. I'm just scanning. Okay. I'm at 94.

20 Q. And this is part of a changelog. Correct?

21 A. Yes. It's part of the changelog document.

22 Q. And on that page, it says, "all friends
23 permissions have been removed."

24 Do you see that in the middle of the page?

25 A. Yes.

1 Q. And then there's a list of all the friends
2 permissions. Correct?

3 A. Friends endpoints. Yes.

4 Q. Friends endpoints. And that includes friends
5 lists and friends' photos?

6 A. It includes friends' photos. I don't see
7 friends lists, and it shouldn't. I know the friend
8 list changed, but -- so I don't see friends list here.

9 Q. All right. Is it true that Facebook is
10 characterizing these friends endpoints as,
11 quote/unquote, "rarely used"?

12 MS. MILLER: Objection. Asked and answered.

13 THE WITNESS: I don't know. I don't know if
14 that was -- I believe that to be true. I'm not
15 certain.

16 BY MR. GODKIN:

17 Q. Well, go back to page 78, which we just read.
18 At the very top of the page, it says, "We are removing
19 several rarely used API endpoints." Correct?

20 A. Correct.

21 Q. And then it goes on to list those endpoints,
22 and included in them is all of the friends permissions,
23 including photos. Correct?

24 A. Correct.

25 Q. So Facebook is characterizing these as rarely

1 used endpoints. Correct?

2 MS. MILLER: Objection. Asked and answered.

3 THE WITNESS: It's possible.

4 BY MR. GODKIN:

5 Q. Well, that's what it says, does it not?

6 MS. MILLER: Objection. Misstates the
7 document.

8 BY MR. GODKIN:

9 Q. It's not just possible.

10 MS. MILLER: Objection. Misstates the
11 document.

12 THE WITNESS: I -- I want to make sure I'm
13 being a hundred percent accurate with you in my
14 responses.

15 BY MR. GODKIN:

16 Q. I appreciate that.

17 A. I believe the friend endpoints were rarely
18 used based on my understanding of -- but I'm not sure.

19 Q. All right. Let's move on.

20 Did the announcement of Graph API 2.0 that
21 we've just been looking at, page 77 and 78, state that
22 Facebook was privatizing these APIs?

23 Did you see the word "privatizing" anywhere?

24 A. I don't see the word "privatizing" on 77 or
25 78.

1 A. I do.

2 Q. "You will not directly or indirectly,"
3 et cetera?

4 A. Correct.

5 Q. Does it prohibit a developer from selling
6 Facebook's user data?

7 A. No. 7.

8 Q. Yeah.

9 A. 9.2.7 says, "You will not sell user data."

10 Q. Does it prohibit a developer from accessing
11 more data than is required for the application to
12 function?

13 MS. MILLER: Objection. The document speaks
14 for itself.

15 BY MR. GODKIN:

16 Q. And look at 9.2.1, if that helps you.

17 A. 9.2.1 says, "You will only request data you
18 need to operate your application."

19 Q. Okay. Are you aware of Facebook ever
20 notifying Six4Three from 2012 to 2014 that Six4Three
21 had violated any of the subsections of paragraph 9?

22 MS. MILLER: Objection. Outside the scope and
23 calls for speculation.

24 THE WITNESS: I'm not aware of us having any
25 enforcement communication with Pikinis.

1 BY MR. GODKIN:

2 Q. Thank you.

3 Do you see, if you turn now to the next page,
4 which has the Bates number 21 at the bottom, and
5 there's subsection 19 of the same part that we were
6 just looking at, where it states, "We can create
7 applications that offer similar features or services to
8 or otherwise compete with your application."

9 Does it say that?

10 A. It does.

11 Q. And "we" means Facebook there. Correct?

12 A. I believe so.

13 Q. Does Facebook reserve its rights anywhere in
14 Section 9 to take actions that might give Facebook's
15 applications an unfair advantage when competing with
16 other applications?

17 MS. MILLER: Objection. Calls for a legal
18 conclusion. Argumentative.

19 THE WITNESS: Could you restate that question?

20 BY MR. GODKIN:

21 Q. Yes. Does Facebook reserve its rights in
22 subsection 19 or anywhere in Section 9 to take actions
23 that might give Facebook applications an unfair
24 advantage when competing with other applications?

25 MS. MILLER: Same objections.

1 THE WITNESS: 19 says, "We can create
2 applications that offer similar features and service to
3 or otherwise compete with your application."

4 BY MR. GODKIN:

5 Q. Do you recall see anything in any other
6 subsection of this Section 9 that we've been looking at
7 where Facebook reserves its right to give its own
8 applications an unfair advantage over other
9 applications?

10 MS. MILLER: Objection. Calls for a legal
11 conclusion and argumentative.

12 MR. GODKIN: "Do you see it?" I'm not sure
13 how that calls for a legal conclusion or is
14 argumentative.

15 Q. Do you see it? "Yes" or "no."

16 MS. MILLER: I'll say same objections.

17 THE WITNESS: I don't see the words "unfair
18 advantage." I also don't like the question.

19 BY MR. GODKIN:

20 Q. Then if you look up to paragraph 8, still on
21 page 21, where it says, "We" -- and that means
22 Facebook. Correct?

23 A. I believe so, yes.

24 Q. "We give you all right necessary to use the
25 code, APIs, data, and tools you receive from us."

1 Do you see that?

2 A. I do.

3 Q. Did Facebook reserve its rights in
4 paragraph 8, or subparagraph 8, or any section -- any
5 subparagraph of Section 9 to provide data on terms that
6 are unequal to developers?

7 MS. MILLER: Objection. Calls for a legal
8 conclusion.

9 THE WITNESS: I don't understand what you
10 mean. Can you restate that?

11 BY MR. GODKIN:

12 Q. Do you see any -- do you see the words
13 "Facebook reserves its rights" anywhere in this section
14 that we've been looking at?

15 A. And then one more time, can you ask the
16 question?

17 Q. Did Facebook state that it was reserving its
18 rights to give some companies access to data that it
19 did not offer to other companies?

20 MS. MILLER: Object --

21 THE WITNESS: I don't see that.

22 BY MR. GODKIN:

23 Q. To your knowledge, between 2011 and 2015, did
24 Facebook sometimes give developers access to data for a
25 purpose of beta testing an app?

1 and outside the scope.

2 THE WITNESS: I -- I believe so. I believe
3 so. But I'm not -- you know, I'm not sure. There was
4 a lot of people involved, and I can't remember who
5 everyone was on stage.

6 BY MR. GODKIN:

7 Q. When did Mr. Taylor leave Facebook?

8 A. In 2012, I think.

9 Q. If you turn to the next page of Exhibit 9.
10 There's a question, "How will Facebook deal with
11 applications that compete with one another or even
12 compete with Facebook-built applications?"

13 Do you see that?

14 A. I do.

15 Q. And the answer reads, quote:

16 "We welcome developers with competing
17 applications, including developers whose
18 applications might compete with Facebook-built
19 applications. Many applications are likely to
20 offer similar features. We have designed
21 Facebook Platform so that applications from
22 third-party developers are on a level playing
23 field with applications built by Facebook.
24 Ultimately, our users will decide which
25 applications they find most useful, and it is

1 these applications that will become most
2 popular."

3 Did I read that correctly?

4 A. You did.

5 Q. Does Facebook state in the answer to this
6 question that it can provide special access to data to
7 certain developers but not others?

8 MS. MILLER: Objection. Outside the scope and
9 argumentative. And vague as to what "special access"
10 means.

11 THE WITNESS: This document does not state
12 that.

13 BY MR. GODKIN:

14 Q. Does it state that Facebook can remove access
15 to data to an app that has not violated Facebook's
16 policies even though that data will be available to all
17 other developers?

18 MS. MILLER: Objection. Outside the scope and
19 argumentative.

20 THE WITNESS: So to qualify my last response,
21 I mean this FAQ doesn't state that. If I wanted to be
22 perfect, I'd read this and make sure that was an
23 accurate response.

24 And so for this question -- can you just state
25 it?

1 BY MR. GODKIN:

2 Q. So did Lookback Video involve videos and
3 photos?

4 MS. MILLER: Objection. Outside the scope.

5 THE WITNESS: It was a video that included,
6 if -- again, I'm quite certain, but just -- you know,
7 it's a video that included images that you had shared
8 on Facebook. So it just sort of that kind of a thing.
9 Like you're looking back at your Facebook experience,
10 just a few of the things that you've done on the site.

11 BY MR. GODKIN:

12 Q. Look back at some time in the past?

13 A. Yeah.

14 MR. GODKIN: Let's mark as Exhibit 14 the next
15 document.

16 (Deposition Exhibit 14 was marked for
17 identification.)

18 BY MR. GODKIN:

19 Q. Exhibit 14 is a document produced by Facebook
20 with the Bates numbers 00439054 through -68.

21 And this appears to be a chat string in
22 October of 2011. Is that correct?

23 A. The first date I'm seeing on -- is September
24 18th. But then I see -- it's hard -- as you may agree,
25 it's hard to see -- 'cause then right above it, it says

1 the 13th.

2 Q. But it's in or around September or October
3 2011. Is that right?

4 A. Looks like it.

5 Q. And in this document, Mr. Vernal and others
6 are talking about Twitter. Correct?

7 A. Correct.

8 Q. And if you look at the first page of the
9 exhibit, at the bottom of that page, Mr. Wyndowe writes
10 to Mr. Matt Kelly, "hey, Bud, favor to ask. Can you
11 check to make sure we restrict Twitter API to block out
12 friend lists?"

13 Do you see that?

14 A. I do.

15 Q. And then Mr. Kelly responds, which is
16 immediately above, "Do you mind if I loop in our dev
17 support team to hunt this down? I have never heard of
18 us blacklisting certain APIs, so I'm not even sure
19 where to start.

20 Do you see that?

21 A. I do.

22 Q. Does the term "blacklist" mean that a
23 developer cannot access certain data that's otherwise
24 publicly available to platform developers?

25 MS. MILLER: Objection. Outside the scope,

1 calls for speculation, and lacks foundation.

2 THE WITNESS: Blacklisting could have a number
3 of meanings.

4 BY MR. GODKIN:

5 Q. Could one of its meanings be that the
6 developer cannot access data that is otherwise publicly
7 available to platform developers?

8 MS. MILLER: Same objections.

9 THE WITNESS: Yes.

10 BY MR. GODKIN:

11 Q. Did, to your knowledge, Facebook in fact block
12 Twitter from receiving access to a user's friend list?

13 MS. MILLER: Objection. Outside the scope,
14 calls for speculation, lacks foundation.

15 THE WITNESS: We do.

16 BY MR. GODKIN:

17 Q. Are you aware of Facebook blacklisting any
18 other companies between 2011 and today?

19 MS. MILLER: Objection. Calls for
20 speculation.

21 THE WITNESS: I am.

22 MS. MILLER: And outside the scope.

23 THE WITNESS: Sorry.

24 BY MR. GODKIN:

25 Q. Did you get her answer? Thank you.

1 Now, if you would turn in the same document to
2 page Bates number -66 at the bottom.

3 Do you have that in front of you?

4 A. I am just getting there. I'm there.

5 BY MR. GODKIN:

6 Q. So at the very bottom of Bates 66, Mr. Vernal
7 states, "I think we're talking full list of friends."
8 Correct?

9 A. He states that, yes.

10 Q. And then if you turn the page at the very top
11 of Bates number 67, he goes on, "What did we do for
12 YouTube? I think doing that same thing for Twitter is
13 the question. Did we never do that?"

14 Did I read that correctly?

15 A. You did.

16 Q. And then Julie Tung responds and states:

17 "YouTube is not allowed to see users that
18 don't already use the app, so a friend list
19 would be returned, but it would be only
20 friends that are already YouTube users. This
21 was never enabled for Twitter."

22 Did I read that correctly?

23 A. You did.

24 Q. And then Mr. Wyndowe responds, "instead of the
25 YT" -- is that YouTube?

1 MS. MILLER: Objection. Lacks foundation,
2 calls for speculation.

3 BY MR. GODKIN:

4 Q. Is that a reasonable conclusion, that YT
5 stands for YouTube?

6 A. Where are you in the document?

7 Q. The fifth entry, which is on page Bates -67,
8 Mr. Wyndowe at 3:20 P.M. on September 13th.

9 A. Yes.

10 Q. He says -- and YT is YouTube, you think?

11 A. I believe so.

12 MS. MILLER: Same objection.

13 BY MR. GODKIN:

14 Q. "Instead of the YT version, can we not" --
15 "can we just not return any friend info? In any case,
16 we should probably wait a couple of days so that I can
17 send a summary to Zuck, Bret, and Javi, et cetera."

18 Did I read that correctly?

19 A. Yes.

20 Q. And Zuck is Mark Zuckerberg?

21 MS. MILLER: Objection. Outside the scope,
22 calls for speculation, lacks foundation.

23 THE WITNESS: Yes.

24 BY MR. GODKIN:

25 Q. And Bret was Bret Taylor?

1 MS. MILLER: Same objections.

2 THE WITNESS: Yes.

3 BY MR. GODKIN:

4 Q. And Javi was Javi -- what's his last name?

5 A. Javier --

6 MS. MILLER: Same objections.

7 BY MR. GODKIN:

8 Q. Olivan? Something like that?

9 A. Yeah.

10 Q. All right. And so what Mr. Wyndowe is saying
11 here is, he wants to send a summary of this issue to
12 Zuck, Bret, and Javi, et cetera. Correct?

13 MS. MILLER: Objection. Misstates the
14 document.

15 THE WITNESS: He says "We should probably wait
16 a couple of days so that I can send a summary to Zuck,
17 Bret, and Javi."

18 MR. GODKIN: All right. Let's mark as the
19 next exhibit, Exhibit 15, this document.

20 (Deposition Exhibit 15 was marked for
21 identification.)

22 BY MR. GODKIN:

23 Q. Exhibit 15 is a document produced by Facebook
24 with Bates numbers 00423235 and -236.

25 And this is an October 2012 message from Mike

1 Q. Did you ever receive this document at the time
2 it was sent?

3 A. No.

4 Q. Mr. Vernal writes at the bottom of page --
5 with the Bates number 35, "As many of you know, we have
6 been having a series of conversations with Mark for
7 months about the Platform business model."

8 And then at the top of 60 -- -36, he goes on:

9 "To give you an update on where we are, we
10 feel pretty confident about the business model
11 on the distribution/advertising side.

12 Basically, we want everyone to be able to
13 publish back to Facebook, contribute to the
14 graph. We will organically rank content based
15 on value to users and to Facebook, both
16 engagement and revenue value."

17 And then it says:

18 "Developers can pay us to value their --
19 to value their value; i.e., they can booth
20 content."

21 Did I read that correctly?

22 A. Yes.

23 Q. And so Mr. Vernal says he's been having
24 conversations for months with Mark.

25 Is that Mark Zuckerberg, do you know?

1 A. Yes.

2 Q. Did you participate in these discussions in
3 2012 that went on for months about the platform
4 business model and involved Mr. Vernal and
5 Mr. Zuckerberg?

6 A. Not the platform business model.

7 Q. All right. Do you know who participated in
8 the conversations with Mark and Vernal about the
9 platform business model at this time?

10 A. I do.

11 Q. Who?

12 A. That would be Doug Purdy, Dan Rose, Justin
13 Osafsky, and Mike Vernal. I can't remember anyone
14 else. But those are the main.

15 Q. And Mark Zuckerberg.

16 A. Oh.

17 Q. Correct?

18 A. Sorry. Yes.

19 Q. Do you have any idea what Mr. Vernal meant
20 when he said, "Developers can pay us to value their
21 value; i.e., they can boost content"?

22 MS. MILLER: Objection. Outside the scope,
23 calls for speculation, lacks foundation.

24 THE WITNESS: I know what he means by "they
25 can boost content."

1 As it's generally understood across the
2 company, when you boost content is, you take an organic
3 post and turn it into an advertisement.

4 BY MR. GODKIN:

5 Q. Okay. And then he continues -- Mr. Vernal
6 continues on page 36:

7 "Most of the open questions have centered
8 on the read side of platform. Specifically,
9 why do we let apps access all this data today?
10 A few possible justifications. Because it's a
11 valuable standalone business (the solution
12 we're trying to find).

13 "Because it's a loss-leader for the
14 distribution business model (a hypothesis
15 we're probably to prove).

16 "Because it's a social good for the world
17 (we think apps should be social).

18 "On Canvas we didn't have to ask ourselves
19 these hard questions, because getting someone
20 to build an app on Canvas accrued a bunch of
21 value. On Mobile, we need to ask ourselves
22 these hard questions. Why let someone like
23 Pinterest or Path read all our data, create a
24 separate standalone app, and then never use
25 our paid distribution to compensation us?"

1 Did I read that correctly?

2 A. Yes.

3 Q. When he used the term "read side of Platform,"
4 do you understand that Mr. Vernal meant the ability of
5 developers to access data from Graph API and other APIs
6 about users and their friends, such as photos and
7 interests?

8 MS. MILLER: Objection. Compound.

9 THE WITNESS: The read side of Platform would
10 be, yes, being able to read data from the Facebook app.
11 BY MR. GODKIN:

12 Q. And a Canvas app is an app that was built --
13 strike that.

14 A Canvas app is an app built using Facebook's
15 Canvas product. Correct?

16 A. It used to be called -- we used to call them
17 Canvas apps. But a Canvas app -- we don't use that
18 term today. But that what that is is, it's apps that
19 are located on or within Facebook in iFrames. So the
20 URL is apps.facebook.com. So that's where -- it's
21 within the Facebook Canvas.

22 Q. At the time of this document, though, which is
23 October of 2012, it was called Canvas. Right?

24 A. Internally, yes.

25 Q. Is it true that Facebook got a cut of revenues

1 from Canvas apps at this time?

2 A. Only those Canvas apps using our payments
3 product.

4 Q. When Mr. Vernal says that these hard questions
5 weren't necessary on Canvas was because apps on Canvas
6 accrue a bunch of value, do you understand that he
7 meant that was because with the Canvas apps, Facebook
8 generated revenue?

9 A. I don't know what list -- what he was thinking
10 in his head.

11 Q. Okay. Is that what you understand that he
12 meant as you read this email?

13 A. Yes. I mean, that's why we had to have the
14 Platform business model conversations -- we; not myself
15 personally. But, like he's saying, on mobile, we have
16 to ask ourselves these hard questions, because our
17 payments product isn't available on mobile.

18 Q. All right. And then Mr. Vernal continues --
19 we're still on page 36.

20 "There have been a few important decisions
21 we have already made or tentatively made that
22 I wanted folks to be aware of.

23 "1, we're going to dramatically reduce the
24 data we expose via the read API. In
25 particular, we are going to change friends.get

1 to only return friends that are also using the
2 app.

3 "We are going to introduce a paid
4 invitations product that let users invite
5 other users to their app.

6 "We are going to remove the ability to
7 grant friend data via GDP. When a user
8 TOSes" --

9 Is that Terms of Service?

10 A. TOS, like installs.

11 Q. -- installs --

12 "... TOSes an app, they can grant access
13 to their own data. Since friends.get will
14 only return other TOSed users' data, that
15 means we no longer need the friends'
16 permissions.

17 "We are going to remove/whitelist access
18 to the Stream APIs and Search APIs (and
19 potentially other APIs that might leak the
20 friend graph, like reading all notifications
21 or the inbox)."

22 And then No. 2:

23 "We are going to limit the ability for
24 competitive networks to use our platform
25 without a normal deal in place."

1 And No. 3:

2 "We are going to require that all platform
3 partners agree to data reciprocity. If you
4 access a certain type of data (e.g., music
5 listens), you must allow the user to publish
6 back that same kind of data. Users must be
7 able to easily turn this on both within your
8 own app as well as from Facebook (via action
9 importers)."

10 And then he apologizes for the length of this
11 note.

12 Did I read that more or less correctly?

13 A. Yes.

14 Q. So the read API that he refers to is the way
15 that developers could access information that people
16 upload to Facebook, like birthdays and photos, in their
17 own apps and subject to privacy settings. Right?

18 MS. MILLER: Objection. Compound.

19 THE WITNESS: The read API would enable you to
20 read data from Facebook.

21 BY MR. GODKIN:

22 Q. And when Mr. Vernal says that they're going to
23 change friends.get to only return friends using the
24 app, does that mean that a user can no longer grant a
25 developer other than Facebook permission to access the

1 identities of all of the users' Facebook friends?

2 MS. MILLER: Objection. Misstates the
3 document.

4 THE WITNESS: What it means precisely here is,
5 when you make a call to Facebook using -- friends.get
6 is a call that you make that we would only return your
7 in-app friends.

8 BY MR. GODKIN:

9 Q. And you defined that for me earlier this
10 morning.

11 A. Correct.

12 Q. And so that means that if I'm using a
13 developer's app, I can only see in the app my friends
14 who also downloaded the app.

15 A. And any other people who use the app,
16 depending on the app's experience.

17 Q. All right. To your understanding, does that
18 mean that it will make it less likely for an app to
19 grow?

20 MS. MILLER: Objection. Outside the scope and
21 calls for speculation, lacks foundation, and
22 argumentative.

23 THE WITNESS: I don't believe so, because it's
24 not a distribution channel that's going away, because
25 friend data can only be displayed again back to that

1 Q. On April 30th, 2015, with the launch of
2 Graph API 2.0, did Facebook reduce the data exposed via
3 the read API?

4 MS. MILLER: Objection. Graph API Version 2
5 was released in 2014.

6 BY MR. GODKIN:

7 Q. All right. Just so the record is clear, with
8 the launch of Graph API 2.0, did Facebook implement
9 reducing the data exposed via the read API?

10 A. Yes, we did.

11 Q. Did Facebook remove the friends permissions?

12 A. Yes, we did.

13 Q. Did Facebook remove the stream API?

14 A. Yes, we did.

15 Q. In Exhibit 15, does Mr. Vernal use the word
16 "privacy" ever to discuss -- describe these changes to
17 the Facebook Platform?

18 MS. MILLER: Objection. The document speaks
19 for itself.

20 THE WITNESS: No. He's talking about the
21 Platform business model.

22 BY MR. GODKIN:

23 Q. Did he use the word "trust" ever?

24 MS. MILLER: Same objection.

25 THE WITNESS: No. Again, it -- this is about

1 the Platform business model.

2 BY MR. GODKIN:

3 Q. Did he use the phrase "user experience" at
4 all?

5 MS. MILLER: Objection. The document speaks
6 for itself.

7 THE WITNESS: Not those precise words, no.

8 BY MR. GODKIN:

9 Q. Does he use the words "user control" ever?

10 MS. MILLER: Objection. Document speaks for
11 itself.

12 THE WITNESS: No. Again, he's -- he's really
13 not talking about that piece of the changes. He's
14 talking about the Platform business model, primarily.

15 BY MR. GODKIN:

16 Q. Does he refer at all to apps or app developers
17 engaging in bad behavior or displaying inappropriate
18 content or spamming users as the justifications?

19 MS. MILLER: Objection. Document speaks for
20 itself.

21 THE WITNESS: That's not the purpose of this
22 post. Like, again, this is about the Platform business
23 model.

24 BY MR. GODKIN:

25 Q. If you turn back to page 35 of Exhibit 15,

1 Q. What about email?

2 A. We still have email.

3 Q. What about publish stream?

4 A. We -- that's -- there's a new name for it.

5 It's called publish actions. But it allows you to post
6 to Facebook from your app. And that's still available.

7 Q. So do you have any reason to believe that
8 when -- is it Mr. Ling Bao or Ms.?

9 A. Mr.

10 Q. When Mr. Ling Bao described friends' birthday
11 and friends' photos as among the top 10 most popularly
12 requested permissions, that he was mistaken in that
13 regard?

14 MS. MILLER: Objection. Lacks foundation and
15 outside the scope.

16 THE WITNESS: I don't know.

17 MS. MILLER: This is talking about GDP.

18 MR. GODKIN: All right. Let's mark as the
19 next exhibit 19.

20 (Deposition Exhibit 19 was marked for
21 identification.)

22 BY MR. GODKIN:

23 Q. Exhibit 19 is a document produced by Facebook
24 with the Bates number 00534487. And it's a March 2013
25 email string among Eddie O'Neil, Doug Purdy, and

1 with Monica, Justin, Ime, with no 6 months'
2 backward compatibility support."

3 Did I read that correctly?

4 A. You did.

5 Q. And then if you turn to -- back to page 11,
6 there's a response by Neha Jogani.

7 Do you see that?

8 A. I do.

9 Q. And Neha, is that a man or a woman?

10 A. Woman.

11 Q. She is one of the custodians. Right?

12 A. Correct.

13 Q. She says, quote, "This is going to cause
14 confusion/unwanted press around some of our
15 payments/ecommerce products and our existing competing
16 products like Lee mentioned."

17 Did I read that correctly?

18 A. You did.

19 Q. And then Ime responds on -- now we're on Bates
20 number -810, one page back.

21 I'm getting lost. Sorry. Let me withdraw
22 that last question.

23 Neha Jogani -- strike that, I'm sorry. It's
24 obviously almost time for lunch.

25 Ime responds on page 10: "From my

1 recollection, we discussed this integration at length
2 and inevitably approved it during a time when we" --
3 and then brackets, "Platform XFN" -- do you know what
4 "XFN" stands for?

5 A. Quest functional team, yeah.

6 Q. -- "were trying to clearly define
7 'reciprocity' and the 'replication' of
8 Facebook core functionality. The approval of
9 this integration was evaluated under the
10 latter of those definitions and the conclusion
11 was that it didn't create" -- "didn't equate,
12 'Facebook core functionality.' The litmus
13 test for core functionality at that time
14 included messenger apps, search, and news
15 feed-like products. Essentially, we were
16 trying to balance the public profession --
17 perception of Facebook as an open versus
18 closed platform."

19 And then she goes on:

20 "That was months ago, and we have likely
21 made progress on Gifts and Payments 3.0. So
22 if we need to consider broadening the scope of
23 our 'core functionality' litmus test to
24 include things like e-commerce integrations
25 (like this Amazon launch or what eBay and

1 StubHub did with Group Gifting) I agree with
2 Lee, we should get the right folks in a room,
3 discuss the impact of these integrations,
4 discuss our options, and figure out next
5 steps."

6 Did I read that correctly?

7 A. You did.

8 Q. And then on the top of Bates -10, there's an
9 email response from Justin Osafsky.

10 Do you see that?

11 A. Yes.

12 Q. And he replies:

13 "I agree that it makes sense to discuss
14 this live rather than over email. Let's make
15 sure to include Monica. As Ime notes, the
16 decision we reached in the prior meeting with
17 Lee, Doug, et al. was to not extend the
18 definition of 'replicating core functionality'
19 chose quote (policy)" --

20 Is that 1.10, or I.10?

21 MS. MILLER: Objection. Calls for
22 speculation, lacks --

23 BY MR. GODKIN:

24 Q. If you know.

25 MS. MILLER: -- foundation.

1 THE WITNESS: I can't remember our numbering
2 at the time.

3 BY MR. GODKIN:

4 Q. All right.

5 "... to gifting. The rationale was that,
6 1, the upcoming Platform 3.0 changes will
7 address the primary concerns; and 2, we run
8 the risk of creating a substantial chilling
9 effect on the developer ecosystem if we begin
10 extending I.10 beyond the use cases which Ime
11 articulates below."

12 Did I read that correctly?

13 A. You did.

14 Q. What was Justin Osafsky's title at the time of
15 this email in June of 2013?

16 A. I'm not sure of his precise title, but he
17 would -- he was a very senior platform -- partnerships.

18 Q. All right. Do you know who he reported to at
19 this time?

20 A. I believe Dan Rose.

21 Q. And he refers to primary concerns. Do you see
22 that?

23 A. Yes.

24 Q. What -- to your knowledge, what are the
25 primary concerns he was referring to?

1 MS. MILLER: Objection. Outside the scope.
2 Calls for speculation. Lacks foundation.

3 THE WITNESS: I don't know.

4 BY MR. GODKIN:

5 Q. Was it Amazon competing with Facebook?

6 MS. MILLER: Objection. Beyond the scope.
7 Lacks foundation. Calls for speculation.

8 THE WITNESS: No, I don't believe so.

9 BY MR. GODKIN:

10 Q. But in any event, he says the Platform 3.0
11 changes are going to address the primary concerns.
12 Correct?

13 A. Yes.

14 Q. And was Platform -- I think as we discussed
15 earlier, Platform 3.0 was the same as the Graph API
16 2.0; just an internal term for it?

17 MS. MILLER: Objection. Misstates the
18 witness's testimony.

19 THE WITNESS: He is referring to the
20 announcement in two thousand -- in April 2014 where we
21 launched v2 of the platform.

22 BY MR. GODKIN:

23 Q. And that included the restrictions to the
24 friends permissions, friends.get, non-app friends, and
25 the other data that was removed from the Facebook

1 public platform. Correct?

2 A. Correct -- oh, sorry.

3 MS. MILLER: It's fine.

4 BY MR. GODKIN:

5 Q. Do you understand Mr. Osafsky's email here as
6 saying that -- or implying that the Graph API 2/0 is
7 going to hurt Amazon's ability to compete with Facebook
8 on gifting products?

9 MS. MILLER: Objection. Outside the scope.
10 Lacks foundation. Calls for speculation.

11 THE WITNESS: No. It's more of the fact that
12 what they're discussing right now is a technical --
13 will be a technically -- a moot point.

14 So I -- you know, it says in this email,
15 policy approved, the Amazon gift app, which is me,
16 because it isn't a competitive app, because we don't
17 view that kind of app as a competitive app. Although I
18 acknowledge that there was Jackie's comment, but that's
19 not the policy person for Facebook.

20 So he's just basically saying that this is a
21 moot point. The product won't enable that. Not that
22 they're a competitive app.

23 BY MR. GODKIN:

24 Q. And then Jackie responded on page -- the first
25 page of Exhibit 23, under Item No. 2, "Functionality."

1 Do you see that?

2 A. Yes.

3 Q. And she says, quote:

4 "Platform will be pushing a functional
5 change to friend.get APIs around October,
6 which will limit Amazon's ability to read
7 friend data (including birthdays) to only
8 friends connected to that app. This should
9 significantly stymie Amazon's ability to grow
10 the gifting app beyond users immediately
11 connected."

12 Did I read that correctly?

13 A. You did.

14 MR. GODKIN: Let me ask the reporter to mark
15 the next exhibit, No. 24.

16 (Deposition Exhibit 24 was marked for
17 identification.)

18 BY MR. GODKIN:

19 Q. Exhibit 24 is a document produced by Facebook
20 with Bates numbers 00433791 through -799. And it's an
21 August 2013 chat string involving Mike Vernal, Doug
22 Purdy, and others, discussing Platform 3.0 changes.

23 And --

24 MS. MILLER: Objection. Misstates the
25 document.

1 BY MR. GODKIN:

2 Q. Did you attend a meeting involving Mr. Vernal
3 and Mr. Zuckerberg around August 23rd of 2013?

4 A. I did not.

5 Q. Did any of the other custodians attend this
6 meeting with Mr. Vernal and Mr. Zuckerberg at that
7 time?

8 MS. MILLER: Objection. Outside the scope.
9 Calls for speculation. Lacks foundation.

10 THE WITNESS: Other than Vernal, I do not.

11 BY MR. GODKIN:

12 Q. And Zuckerberg. Right?

13 A. Right. He's -- but Zuck is not a custodian.

14 Q. Right, okay. Thank you.

15 Can you -- do you have any information as to
16 who attended that meeting other than Mr. Vernal and
17 Mr. Zuckerberg?

18 MS. MILLER: Objection. Outside the scope.

19 THE WITNESS: Not without speculating.

20 BY MR. GODKIN:

21 Q. Then he goes on -- Mr. Vernal goes on a little
22 bit further down on page -93. There's an entry that
23 says, "Deprecated: Majority of the API surface."

24 Do you see that?

25 A. I do.

1 Q. What does the word "deprecated" mean?

2 MS. MILLER: Objection. Calls for
3 speculation. Lacks foundation.

4 BY MR. GODKIN:

5 Q. Do you know what it means?

6 A. I know that it can have multiple meanings,
7 depending on who says it.

8 Q. Do you know what Mr. Vernal meant here when he
9 wrote "deprecated"?

10 MS. MILLER: Objection. Outside the scope.

11 THE WITNESS: I believe so. But again, I'd be
12 speculating.

13 BY MR. GODKIN:

14 Q. Okay. What's your -- do you have a good-faith
15 belief of what you think it means?

16 MS. MILLER: Objection. Outside the scope.

17 THE WITNESS: I do. I believe it means the
18 changes as discussed in previous conversations.

19 BY MR. GODKIN:

20 Q. Previous conversations that you've testified
21 about today already?

22 A. Yes.

23 Q. And what does he mean, to your knowledge, when
24 he says "majority of the API surface"?

25 A. It basically means those -- those endpoints

1 Q. I -- you're right. I did do that.

2 But the ones that I did read, did I read them
3 correctly?

4 A. I think you should probably read them again.
5 Otherwise, it doesn't provide the right context.

6 Q. All right. I'll read the whole thing again.
7 We're starting on page 81. Purdy says:

8 "That is sharing only. If we are being
9 honest about it. And if we are just talking
10 about the existing Platform, not Parse. Javi
11 hates that we even give profile pics to
12 competitive apps. Mike and I were discussing
13 a 'restricted' level that is just dialogues
14 and plug-ins. That is a core that anyone can
15 use. It leaks nothing."

16 Then Ilya says:

17 "Meaning no login at all?"

18 And Purdy says:

19 "Correct. If we are going to be honest
20 that is where this should land in the limit.
21 No user data given to competitors. Now I am
22 not including Parse here. Of course I think
23 this is worth a discussion, as I want to
24 really clarify this case. Mike and Zuck
25 should weigh in. But the truth is that we are

1 going to be under pressure to pull more and
2 more users data from competitors over time."

3 Did I now read it correctly?

4 A. You did.

5 Q. Thank you. And when Mr. Purdy refers to Javi,
6 that's the same Javi that we talked about earlier,
7 Mr. -- is it Olivian?

8 A. Yes.

9 Q. And he's the one that reports directly to
10 Mark Zuckerberg?

11 A. Correct.

12 Q. And when he says -- when Purdy says that he
13 was discussing a restricted level with Mike, is that
14 Mike Vernal? On page -81?

15 A. Yes.

16 Q. And then Purdy says that Mike and Zuck should
17 weigh in. And that's Mr. Zuckerberg and Mr. Vernal.
18 Correct?

19 A. Yes.

20 Q. When he -- when Mr. Purdy says the truth is
21 that we are going to be under pressure to pull more and
22 more user data from competitors over time, what do you
23 understand that to mean?

24 A. It means we -- like the Platform XFN, people
25 who work on Platform -- well, I mean, I shouldn't try

1 to speculate for Doug. But in the context of this
2 conversation -- I don't know.

3 Q. Okay. And did -- I may have already asked
4 you, but did -- at this time, did Purdy report to Mike
5 Vernal?

6 A. I can't remember.

7 Q. And Mike Vernal either reported to Zuckerberg
8 or to Sam. Right?

9 A. Correct.

10 Q. And then Mr. Sukhar responds, and we're still
11 on page 82:

12 "Yeah, that makes sense. I think we
13 should have a crisp story re competitive apps
14 while we're an at this whole thing, even
15 defining the 'restricted' set and being up
16 front about it. ('This is what you get when
17 we put you in jail ...') is better than the
18 status quo."

19 Did I read that correctly?

20 A. You did.

21 Q. And then at the bottom of page -82, Mr. Vernal
22 starts talking. Is that right?

23 A. He does.

24 Q. And at the top of page -83, he refers to photo
25 and video tags.

1 Do you see that?

2 A. Almost. I could.

3 Q. And he goes on, "This is all basically a
4 photos team question. My recommendation would be to
5 kill all non-profile pic photos."

6 Did I read that correctly?

7 A. You did.

8 Q. And by "kill all non-profile pic photos," do
9 you understand that he was meaning to remove developer
10 access via Graph API to all of the non-profile pic
11 photos?

12 A. No. I mean, this document seems like they're
13 just talking about sharing, which is, like, a subset of
14 the platform product. So that -- like not about friend
15 endpoints. This is a different conversation. I know
16 Platform can be complex.

17 So this says photo and video tags, which
18 should be the tagging -- ability to tags photos via the
19 product. So this is about writing into the graph.

20 So when I see him say "my recommendation would
21 be to kill," and "this is basically a photos team
22 question," is, the platform team doesn't have to commit
23 to supporting this from an engineering standpoint.
24 Let's ask the photos team.

25 Q. Okay. Is it fair to say that the people

1 involved in this discussion are seeking guidance from
2 Mr. Zuckerberg on these topics?

3 MS. MILLER: Objection. Calls for
4 speculation, lacks foundation, and outside the scope.

5 THE WITNESS: I'd say -- I don't construe this
6 as guidance as being the right word. I -- because
7 that's not how I understand how we presented those kind
8 of product changes.

9 BY MR. GODKIN:

10 Q. Well, Mr. Purdy says, "Mike and Zuck should
11 weigh in." Correct?

12 A. Right. But it's our standard practice to
13 provide notice to the -- what we want to do, the
14 changes we want to make to the platform. And if it's a
15 change, then you would, you know, let -- you definitely
16 aren't going to make these changes without letting them
17 know. And, you know, and then Mike's on this thread.

18 So I view this more as like a -- basically
19 what I said. Is not guidance, but letting them know.

20 Q. Okay.

21 MS. MILLER: Is this a good time to take a
22 break for lunch?

23 MR. GODKIN: Yeah, I guess we can do it now.
24 So let's go off the record.

25 (Lunch recess from 12:59 P.M. to 1:52 P.M.)

1 Mr. Koumouzelis means by a nonstandard contract?

2 MS. MILLER: Objection. Outside the scope.

3 Calls for speculation. Lacks foundation.

4 THE WITNESS: I don't know. But to take a
5 reasonable guess per your previous guidance, I'm sure
6 it's just not -- it's just anything outside of the
7 standard agreement, which is compliance with Facebook
8 Platform policy, including any of the terms
9 incorporated in there.

10 BY MR. GODKIN:

11 Q. Could a nonstandard contract include a
12 contract that gives a developer access to data that's
13 not available in public Graph APIs?

14 MS. MILLER: Objection. Outside the scope,
15 calls for speculation, lacks foundation, vague as to
16 time.

17 THE WITNESS: Potentially it could.

18 BY MR. GODKIN:

19 Q. And then he also uses the phrase "strategic
20 relationship."

21 Do you see that?

22 A. I do.

23 Q. And what is your understanding of what he
24 means by "strategic relationship"?

25 MS. MILLER: Outside the scope, calls for

1 speculation, and lacks foundation.

2 THE WITNESS: These are -- these would be
3 Facebook -- I believe, not knowing what's in his brain,
4 but I believe these would be just platform -- people
5 that our platform partnerships people had a partnership
6 relationship with.

7 BY MR. GODKIN:

8 Q. Would they sometimes include developers who
9 are purchasing advertising sold by Facebook?

10 MS. MILLER: Objection. Outside the scope.
11 Calls for speculation. Lacks foundation.

12 THE WITNESS: I don't --

13 MS. MILLER: Also vague.

14 THE WITNESS: Yeah, I don't know. I would
15 presume -- I would presume so, given the value it
16 brings them.

17 BY MR. GODKIN:

18 Q. Let me mark as the next exhibit, No. 31.

19 (Deposition Exhibit 31 was marked for
20 identification.)

21 BY MR. GODKIN:

22 Q. Exhibit 31 is a Facebook document with the
23 Bates numbers 00061365 through -369. And it's an
24 August -- strike that.

25 It's an August and September string, 2013

1 sharing photos and video with people that
2 don't necessarily use the app. Us removing
3 full access to the friends list would require
4 significant changes from these developers.
5 Recommendation is: Remove access."

6 Did I read that correctly?

7 A. You did.

8 Q. And then if you turn back to page 67.

9 Mr. Archibong writes in his email, under No. 2,
10 "Lifestyle," he says:

11 "To make decisions on what we
12 strategically should/shouldn't support, do you
13 feel like we have a strong grip on the
14 identity team's product focus and direction?
15 You might have been able to bridge that gap in
16 the last couple of weeks. But if you haven't,
17 we should find time with Sam or Matt soon. I
18 think clear understanding from them is
19 critical to make the right decisions here."

20 Did I read that correctly?

21 A. You did.

22 Q. Do you have an understanding of what types of
23 apps are classified as lifestyle apps?

24 MS. MILLER: Objection. Outside the scope,
25 calls for speculation, and lacks foundation.

1 THE WITNESS: No, I don't. I think there
2 could be many definitions.

3 BY MR. GODKIN:

4 Q. But Mr. Archibong recommends getting the
5 impact of the -- the identity team's import on that.
6 Correct?

7 MS. MILLER: Objection. Misstates the
8 document. Outside the scope. Calls for speculation.

9 THE WITNESS: He's -- he's asking to get the
10 identity team's product focus and direction.

11 BY MR. GODKIN:

12 Q. Who ran the identity team at the time of this
13 email, August of 2013?

14 MS. MILLER: Objection. Outside the scope.

15 THE WITNESS: Depends on what you mean by who
16 "ran." But I believe it was under Sam's product org.

17 BY MR. GODKIN:

18 Q. Sam Lessin?

19 A. Correct.

20 Q. And who is Matt? It says Sam or Matt. Who is
21 Matt?

22 MS. MILLER: Objection. Outside the scope.
23 Calls for speculation.

24 THE WITNESS: I'm speculating, but I'm quite
25 sure that's Matt Wyndowe. I could be wrong.

1 BY MR. GODKIN:

2 Q. That's Wyndowe, with a W-Y-N-D-O-W-E?

3 A. Yes.

4 Q. And then if you turn back to page -66 at the
5 top there's an email from Sam Lessin to Ime on August
6 2th.

7 Do you see that?

8 A. I do.

9 Q. And he says, "My gut is pretty strongly that
10 we should shut down access to friends on lifestyle apps
11 because we are ultimately competitive with all of them
12 and they leak data."

13 Did I read that correctly?

14 A. You did.

15 MR. GODKIN: Let's mark as Exhibit 32 the next
16 document.

17 (Deposition Exhibit 32 was marked for
18 identification.)

19 BY MR. GODKIN:

20 Q. Exhibit 32 is a Facebook document with the
21 Bates number 00473314 through -15. Let me know when
22 you've had a chance to take a look at it.

23 A. (Examining document.) Okay.

24 Q. Exhibit 32 is an August 2013 email string
25 involving Mr. Vernal, Mr. Purdy, Mr. Daniels,

1 MR. GODKIN: Let's mark as the next exhibit
2 this document.

3 (Deposition Exhibit 36 was marked for
4 identification.)

5 BY MR. GODKIN:

6 Q. Exhibit 36 is a Facebook document Bates
7 numbers 00061249 through -252. And it's an email
8 string in September of 2013, among KP and
9 Mr. Archibong.

10 Let me know when you've had a chance to review
11 it.

12 A. (Examining document.)

13 Okay. You reminded me about my jury duty.

14 Q. So if you turn to page -51, there's an email
15 in the middle there from KP on September 18th.

16 Do you see that?

17 A. Yes.

18 Q. And he references talking to dev ops and
19 Allison tomorrow morning.

20 Is that you, Allison Hendrix?

21 A. Yes.

22 Q. And the key points that he writes are: "1,
23 find out whether other apps" -- "find out what other
24 apps like Refresh are out there that we don't want to
25 share data with and figure out if they spend on NEKO."

1 And did you tell me what NEKO stood for
2 before?

3 A. Those -- yes. It's our app-install ads
4 product.

5 Q. Does it actually stand for something, or is
6 that just what it's called?

7 A. I don't remember.

8 Q. Okay. And then part of No. 1:

9 "Communicate in one go to all apps that
10 don't spend that those permission will be
11 revoked. Communicate to the rest that they
12 need to spend on NEKO at least \$250 a year to
13 maintain access to the data. Review future
14 submissions and reject/approve as per the
15 requirements above. Update our policies if
16 need be."

17 And then -- is that "comms"? Is that
18 communications?

19 A. Yes.

20 Q. "PR plan if number of apps affected is
21 significant."

22 Do you know how many of the Facebook apps were
23 in a position to pay \$250,000 a year to Facebook for
24 advertising?

25 MS. MILLER: Objection. Beyond the scope.

1 ever our platform policies, which would require
2 additional this app or requiring it to no longer use
3 friend information that way.

4 The other one is an email app. I don't know
5 which one he's referring to. I don't see him using the
6 words "irretrievably broken" with respect to that app.

7 But yeah, this just -- when I read this, it
8 just shows he didn't know our platform terms.

9 BY MR. GODKIN:

10 Q. And immediately above his post on page 94,
11 there's a post by a Dan Rose.

12 Was he a Facebook employee?

13 A. Yes.

14 Q. And he says, "I'm worried about this too.
15 Would we whitelist these apps"?

16 A. Yes.

17 Q. And then Mr. Archibong responds, and that's on
18 page 93, starting with, "One suggestion would be to
19 categorize these implementations as contact
20 implementations."

21 Do you see that?

22 A. I do.

23 Q. And then he references an app called Xobni --
24 Xobni? Do you see that?

25 A. Yes.

1 Q. X-O-B-N-I. And he says product, including
2 Mark, wanted to shut it off.

3 Do you see that?

4 A. I do.

5 Q. Is that Mark Zuckerberg?

6 MS. MILLER: Objection. Lacks foundation,
7 calls for speculation. Beyond the scope.

8 BY MR. GODKIN:

9 Q. You can answer?

10 A. I don't know. I assume so.

11 Q. Was Xobni -- are you familiar with the Xobni
12 app?

13 MS. MILLER: Objection. Beyond the scope.

14 THE WITNESS: No.

15 BY MR. GODKIN:

16 Q. At the time of this email, September 2012, was
17 Mr. Cox still the chief product officer who oversaw the
18 product team at Facebook?

19 A. I wasn't -- I'm not sure if Sam and Chris had
20 equal responsibilities in product rolling up to Mark,
21 but Chris was a -- a product -- like basically a head
22 of product. I just don't think -- I think Sam also had
23 a head of product kind of role as well.

24 Q. And just so the record's clear, Chris is Chris
25 Cox, and Sam is Sam Lessin?

1 A. Yes.

2 Q. Did you have any discussions with
3 Mr. Zuckerberg or Mr. Cox in September of 2013 about
4 shutting off data access to Xobni?

5 MS. MILLER: Objection. Outside the scope.
6 Calls for speculation. Lacks foundation.

7 THE WITNESS: I don't recall. But if there is
8 an email out there where I said to disable it, it's
9 because contact apps like this are not allowed on our
10 platform. Even right now with the current in-app
11 friend list, you cannot use data that way, because it
12 exposes that friend information to people other than
13 myself when I log into the app.

14 So I don't know, for example, if Mark wants it
15 shut off because it's against our terms.

16 BY MR. GODKIN:

17 Q. We'd have to ask him to find out. Correct?

18 MS. MILLER: Objection. Beyond the scope.
19 Calls for speculation. Lacks foundation.

20 BY MR. GODKIN:

21 Q. Correct?

22 MS. MILLER: Same objections.

23 THE WITNESS: I don't know what Mark's
24 thinking, but it's definitely not relevant to whether
25 we remove the friend list.

1 BY MR. GODKIN:

2 Q. And then at the top of page 93, there is
3 some -- an email from Aaron Bernstein.

4 Do you see that?

5 A. I do.

6 Q. And he was a Facebook employee at the time?

7 A. Yes.

8 Q. Do you know what product team he was on at the
9 time?

10 MS. MILLER: Objection. Beyond the scope.

11 THE WITNESS: I believe mobile.

12 BY MR. GODKIN:

13 Q. And do you know who he reported to?

14 MS. MILLER: Same objection.

15 THE WITNESS: I can't remember.

16 BY MR. GODKIN:

17 Q. And he says, "A bit more background -- about 6
18 months ago, I spun up an XFN group to investigate
19 building a standalone contacts app Sam, Javi, and
20 others were part of it."

21 Do you see that?

22 A. Yes.

23 Q. And then he says, in No. 2:

24 "Javi is interested in building a
25 standalone contacts app as he sees it as a

1 good way to fight the messaging battle (get
2 ahead of the point of where the user decides
3 which service to use to send messages) and Sam
4 is supportive of this parallel path but the
5 lack of resources is gating them for now."

6 Did I read that correctly?

7 A. No.

8 Q. What did I do wrong?

9 A. You said "is gating them for now."

10 Q. It says --

11 A. "It the gating item."

12 Q. Thank you for correcting me.

13 And again, Javi is Mr. Oliven?

14 A. Yes.

15 Q. And Sam is Lessin?

16 A. Yes.

17 Q. Do you know whether Xobni was ever whitelisted
18 or blacklisted for any private Facebook APIs?

19 MS. MILLER: Objection. Beyond the scope.
20 Calls for speculation. Lacks foundation.

21 THE WITNESS: No. I don't know.

22 BY MR. GODKIN:

23 Q. Are you aware that Xobni was a San Francisco
24 startup that Bill Gates once described as the next
25 generation of social networking?

1 MS. MILLER: Same objection.

2 THE WITNESS: No.

3 BY MR. GODKIN:

4 Q. Are you aware that Xobni was purchased by
5 Yahoo! about the time of the discussions in Exhibit 37?

6 MS. MILLER: Same objections.

7 THE WITNESS: No.

8 MR. GODKIN: All right. Let's mark as the
9 next exhibit, 38, this document.

10 (Deposition Exhibit 38 was marked for
11 identification.)

12 BY MR. GODKIN:

13 Q. Exhibit 38 is a Facebook document with Bates
14 numbers 00043884 through -889. This appears to be a
15 Private Extended API Addendum. Is that correct?

16 MS. MILLER: Objection. Beyond the scope.
17 Calls for speculation. Lacks foundation.

18 THE WITNESS: Yes. This is the private -- a
19 Private Extended API Addendum, with an exhibit
20 attached.

21 BY MR. GODKIN:

22 Q. And it -- it's not signed. Correct?

23 A. Right. There's no stamp on it.

24 Q. And it appears to be -- the parties to this
25 agreement are Facebook and Nuance Communications, Inc.

1 Correct?

2 MS. MILLER: Objection. Lacks foundation,
3 lacks foundation, and beyond the scope.

4 THE WITNESS: It appears to be a potential
5 agreement as between --

6 BY MR. GODKIN:

7 Q. And the -- as between what? Those two
8 parties?

9 A. The name of the companies that are listed at
10 the very end.

11 Q. And is this a form of a Facebook agreement?

12 MS. MILLER: Same objections.

13 THE WITNESS: I don't know what you mean by
14 "form."

15 BY MR. GODKIN:

16 Q. Well, it says -- look at the first page at the
17 top right-hand. It says "Private Extended API
18 addendum," and then in parentheses "(v.01.29.20.15)."

19 Do you know whether this is a form of a
20 Private Extended API Addendum that was used by Facebook
21 as of that date, January 2th, 2015?

22 MS. MILLER: Objection. Outside the scope,
23 calls for speculation, lacks foundation.

24 THE WITNESS: It appears to be one of our just
25 standard forms, yes.

1 BY MR. GODKIN:

2 Q. And if you turn to the second page,
3 paragraph no. 4, which is entitled "Access to the
4 Private Extended APIs," do you see that?

5 A. Say that again?

6 Q. The second page of Exhibit --

7 A. Okay, got it.

8 Q. -- 38, paragraph 4, is entitled "Access to the
9 Private Extended APIs." Correct?

10 A. Yes.

11 Q. And the last sentence of that says, "The
12 Private Extended APIs and the Private Extended API
13 guidelines will be deemed to be a part of the platform
14 and the platform policies respectively for purposes of
15 the agreement." Correct?

16 A. Correct.

17 Q. Do you know -- strike that.

18 Turn now to the next page, -86, which is
19 Exhibit A, with some definitions. Correct?

20 A. Yes.

21 Q. And one of them is Private Extended APIs. And
22 it states:

23 "means a set of APIs and services provided
24 by Facebook to Developer that enables
25 Developer to retrieve data or functionality

1 relating to Facebook that is not generally
2 available under platform, which may include
3 persistent authentication, photo upload, video
4 upload, messaging and phone book
5 connectivity."

6 Did I read that correctly?

7 A. You did.

8 Q. Do you know roughly how many executed Private
9 Extended API Addendum agreements Facebook has entered
10 into?

11 MS. MILLER: Objection. Beyond the scope.
12 Vague as to time. Calls for speculation. Lacks
13 foundation.

14 BY MR. GODKIN:

15 Q. As of today.

16 A. No.

17 Q. Do you know the answer to that question as of
18 any time period?

19 MS. MILLER: Same objections.

20 THE WITNESS: I don't track the specific
21 number, but I can tell you that there's definitely
22 many, many, many.

23 BY MR. GODKIN:

24 Q. Okay. Like more than a hundred?

25 MS. MILLER: Same objections.

1 BY MR. GODKIN:

2 Q. Exhibit 41 is a Facebook document with Bates
3 numbers 00427400 through -406. It's dated in
4 October 2013. And it involves Jackie Chang and other
5 Facebook employees, regarding the Royal Bank of Canada.

6 Let me know when you've had a chance to review
7 it.

8 A. (Examining document.) Okay.

9 Q. So if you go to the page with -405, -406 at
10 the bottom? It's the last 2 pages.

11 Do you have that in front of you?

12 A. I do.

13 Q. And this series of emails is concerning the
14 effect of the Platform 3.0 changes on the Royal Bank of
15 Canada.

16 Is that right? Do I understand that
17 correctly?

18 MS. MILLER: Objection. Misstates the
19 document. Outside the scope.

20 THE WITNESS: What did you say again? I'm
21 sorry.

22 BY MR. GODKIN:

23 Q. The topic of these emails is the effect of the
24 Platform 3.0 changes on the Royal Bank of Canada.

25 MS. MILLER: Same objections.

1 THE WITNESS: I read it more narrowly: Just
2 the effect of the friend list and the messages API. It
3 seems -- it seems more largely about whether they're
4 allowed to have access to the messages API; and if so,
5 who gave permission. And then the impact thereof on
6 the friend list piece.

7 BY MR. GODKIN:

8 Q. All right. And then -- so that's Sachin
9 Monga, is that a person who works for Facebook but
10 worked with the Royal Bank of Canada?

11 MS. MILLER: Objection. Outside the scope.

12 THE WITNESS: Yes, Sachin worked for Facebook.
13 I don't know if he's still at the company. And it
14 appears as though this is a company that he's helping
15 support.

16 BY MR. GODKIN:

17 Q. And then Jackie Chang responds to his email --
18 this is the top of page 405 -- "Did they sign an
19 extended API agreement when you with whitelisted them
20 for this API?"

21 Do you see that?

22 A. I do.

23 Q. And "who internally gave you approval to
24 extend them whitelist access? Can you send me email or
25 personal link from the Platform Whitelist Approval

1 group?"

2 Do you see that?

3 A. I do.

4 Q. And then Jackie asks, "Is there budget tied
5 specifically to this integration? How much?"

6 Do you see that?

7 A. I do.

8 Q. And then Mr. -- is it Mr. Monga? Mister.
9 Right? Not --

10 A. It's a man, yes.

11 Q. -- responds on -404, "There is budget" -- this
12 is at the bottom of the page --

13 "There is budget tied specifically to this
14 app update (all mobile app install ads to
15 existing RBC customers via a custom
16 audiences). I believe it will be one of the
17 biggest NEKO campaigns ever run in Canada."

18 Do you see that?

19 A. Yes.

20 Q. And then if you turn back to page -402.

21 That's Jackie Chang responding, developers are allowed
22 to develop under the current framework. We ask that no
23 discussion of PS with partners until messaging is fully
24 prepared, et cetera.

25 And "PS" is short for Platform Simplification?

1 MS. MILLER: Objection. Lacks foundation,
2 calls for speculation.

3 BY MR. GODKIN:

4 Q. Correct?

5 A. Yes.

6 Q. And then Simon Cross weighs in at the top
7 of -402 to Jackie Chang and Mr. Monga, "Do we have a
8 contract with them that covers the use of the messaging
9 API? As that's already a private API, it shouldn't be
10 affected by PS12N." Correct?

11 A. Yes.

12 Q. And then at the bottom, he says, "Let's ensure
13 we have a contact with them which sets us up to keep
14 them on our whitelist post Platform Simplification."

15 Do you think that means contract as opposed to
16 contact?

17 MS. MILLER: Objection. Lacks foundation,
18 beyond the scope, calls for speculation.

19 THE WITNESS: I don't know. You could read it
20 either way.

21 BY MR. GODKIN:

22 Q. Okay. And then if you turn to page -401 --
23 strike that -- page -400, at the bottom of the page
24 there's an email from Bryan Hurren.

25 Do you see that?

1 A. Yes.

2 Q. And on the next page, he says:

3 "From a legal perspective, they need an
4 extended API agreement, as we used with
5 Netflix, which governs use going forward and
6 should provide us the freedom to make
7 changes -- make the changes that Simon
8 mentions below without being too explicit."

9 Do you see that?

10 A. Yes.

11 Q. Do you know whether the Royal Bank of Canada
12 has whitelisted access to friends data after
13 April 30th, 2015?

14 A. I don't know when their access was terminated,
15 because, like I said earlier, there was a rollout,
16 because you can't just do it all at once. But they do
17 not have access now.

18 Q. And you don't know when?

19 A. I --

20 MS. MILLER: Objection. Beyond the scope.

21 THE WITNESS: I don't know.

22 BY MR. GODKIN:

23 Q. I'm trying to skip some stuff here.

24 MS. MILLER: Actually, can we take a break?

25 MR. GODKIN: Sure.

1 (Recess from 4:04 P.M. to 4:13 P.M.)

2 MR. GODKIN: Let's mark as the next exhibit
3 this document.

4 (Deposition Exhibit 42 was marked for
5 identification.)

6 BY MR. GODKIN:

7 Q. So Exhibit 42 is a Facebook document with the
8 Bates numbers 00047134 to -140. And it is an email
9 string dated in January of 2015 involving Eddie O'Neil
10 and KP and others, involving -- regarding Tinder.

11 And let me know when you've had a chance to
12 review it.

13 A. (Examining document.) Okay. I am done.

14 Q. Okay. If you go up to the back page of this
15 document, page 40, there's -- appears to be an internal
16 Tinder email.

17 Do you see that? Ryan Ogle to Sean Rad and
18 others?

19 A. Yes.

20 Q. And do you know that Sean Rad is the CEO of
21 Tinder?

22 MS. MILLER: Objection. Beyond the scope.

23 THE WITNESS: Yes, I would -- I am aware of
24 that. Or I know that he has been. I haven't checked
25 recently.

1 BY MR. GODKIN:

2 Q. So this email string starts with Ryan Ogle of
3 Tinder stating that "the issue with missing friends is
4 the fact that Facebook is only giving us back friends
5 who are Tinder users. The 2.0 restriction."

6 Do you understand that he's referring to the
7 Graph API 2.0 changes that were implemented by Facebook
8 on April 30th, 2014?

9 MS. MILLER: Objection. Beyond the scope.
10 Lacks foundation. Calls for speculation.

11 THE WITNESS: Yes.

12 BY MR. GODKIN:

13 Q. And then Sean Rad writes to KP -- this is the
14 bottom of page 39 -- "Seems like our graph access isn't
15 working and we had no idea. What can we do here?"

16 Do you see that?

17 A. I do.

18 Q. And he writes another email at the top of that
19 page. "We need a way to get a full list of friends for
20 a particular user."

21 Do you see that?

22 A. I do.

23 Q. And then on page 37, Jonathan Badeen of Tinder
24 writes to KP and says:

25 "One of the biggest draws for Tinder for

1 our users is and always has been the
2 accountability that shared friends bring along
3 with it. People feel far more comfortable
4 talking to and meeting those individuals that
5 have a connection. It's even a very real
6 personal safety issue for those who take
7 advantage of the knowledge. Without being
8 able to impart that information to the user,
9 he or she is far less likely to engage the
10 other by choosing to match with them. The
11 full friends list is perhaps the single most
12 important factor relating to Tinder's Facebook
13 login and the reason we have rejected other
14 methods of logging in."

15 Did I read that correctly?

16 MS. MILLER: I'll just reiterate my same
17 objection about the amount of time it's taking to read
18 documents into the record.

19 BY MR. GODKIN:

20 Q. Did I read that correctly?

21 A. You did.

22 Q. And then on the first page of this exhibit,
23 Simon Cross writes to KP, and copying others. And he
24 says: "Eddie, you okay with us whitelisting Tinder for
25 all friends until a few weeks after we've given them

1 the all mutual friends API?"

2 Do you see that?

3 A. I do.

4 Q. And then at the top of that page, Eddie
5 responds, "It's better than one -- better than them, 1,
6 not migrating or, 2, starting an email thread with
7 Mark."

8 Do you see that?

9 A. I do.

10 Q. And do you understand Mark to be Mark
11 Zuckerberg?

12 MS. MILLER: Objection. Lacks foundation,
13 calls for speculation.

14 THE WITNESS: I believe so.

15 BY MR. GODKIN:

16 MR. GODKIN: Let's mark this as the next
17 exhibit.

18 (Deposition Exhibit 43 was marked for
19 identification.)

20 BY MR. GODKIN:

21 Q. Exhibit 43 continues to relate to the Tinder
22 issue, does it not?

23 MS. MILLER: Objection. Outside the scope.
24 Calls for speculation. Lacks foundation.

25 THE WITNESS: No, it does not.

1 BY MR. GODKIN:

2 Q. If you turn to the last page of this document,
3 Mr. -- or Sean of Tinder writes to KP and introduces
4 him to Sam Yagan, one of Tinder's board members.
5 Correct?

6 A. Yes.

7 Q. And he says, "I think it's worthwhile for you
8 both to connect directly to discuss the Moments
9 trademark"?

10 A. Yes.

11 Q. And then at the top of that page, KP writes to
12 Sam, "Please let me know whenever it would be
13 convenient to you" -- "for you to discuss how we can
14 reach a mutually beneficial agreement re the
15 trademark." Correct?

16 A. Yes.

17 Q. And that's the Moments trademark?

18 MS. MILLER: Objection. I don't know. Calls
19 for speculation.

20 THE WITNESS: Yes.

21 BY MR. GODKIN:

22 Q. And then if you turn back to page 25, there's
23 an email from KP to Sam Yagan. And he outlines two
24 options, the first being, "Model 1: Assignment and
25 license back. Tinder assigns all rights and interest

1 in the name and trademark moments to Facebook" -- and
2 I'll stop quoting there. Correct?

3 A. Yes. And thank you.

4 Q. And then on page 24, Sam asks KP:

5 "Without divulging too much, is the
6 product similar to our Moments product? Will
7 it cause confusion? These are basic questions
8 that I don't understand why you aren't more
9 candid in answering. Also, you didn't respond
10 to the other half of my email re
11 compensation."

12 Do you see that?

13 A. I do.

14 Q. And KP responds at the top of that page, "The
15 new app is related to photo sharing. It's meant to
16 allow users to share photos with small groups of close
17 friends."

18 And he's referring to a new Facebook app,
19 correct, called Moments?

20 MS. MILLER: Objection. Outside the scope.
21 Calls for speculation.

22 THE WITNESS: Potentially called Moments.
23 It's about a new Facebook app.

24 BY MR. GODKIN:

25 Q. Was it eventually released and called Moments?

1 MS. MILLER: Objection. Beyond the scope.
2 Calls for speculation. Lacks foundation.

3 THE WITNESS: I can't remember, given our host
4 of properties, but I believe so.

5 BY MR. GODKIN:

6 Q. Do you know when Facebook launched its Moments
7 photo-sharing app?

8 MS. MILLER: Same objections.

9 THE WITNESS: I don't remember.

10 BY MR. GODKIN:

11 Q. And in the same email we were just referring
12 to, KP goes on and talks about the issue of
13 compensation.

14 Do you see that?

15 A. Where is that?

16 Q. Page 24, the email from KP to Sam Yagan, right
17 in the middle of the page.

18 MS. MILLER: Objection. Outside the scope.

19 BY MR. GODKIN:

20 Q. "I'm not sure there was a question about
21 compensation. Apologies."

22 Do you see that?

23 A. I'm not sure there was a question about
24 compensation -- are you asking me about what he's
25 referring to?

1 Q. No. I'm just referring you to that paragraph
2 right now.

3 A. Okay.

4 Q. So you see that paragraph?

5 A. I do.

6 Q. And KP in -- at the end of that paragraph
7 says, "We have developed two new APIs that effectively
8 allow Tinder to maintain parity of the product in the
9 new API world.

10 Do you know what he means by the new API
11 world?

12 MS. MILLER: Objection. Beyond the scope.
13 Calls for speculation. Lacks foundation.

14 THE WITNESS: I do. And so I want to clarify
15 my previous response to whether it's about the same
16 issue.

17 It's not about the same issue that was
18 discussed in the previous document we went over, but it
19 does relate to the mutual friends API that we decided
20 to launch to everyone publicly, which does give them
21 parity of product in the new API world, which is the
22 new version of the v2.

23 So this -- what he's talking about in this
24 paragraph is -- is just letting them -- like it's not
25 about -- it's not about us paying for the rights to

1 Moments. Like, when he's talking about parity of
2 product, it's -- when he talks about parity of product,
3 he's talking about the Mutual Friends API, which we did
4 end up deciding to develop after April of 2015, after
5 hearing from developers what we could try to do to help
6 support these good safety use cases and things along
7 those lines.

8 So that new API is v2.

9 BY MR. GODKIN:

10 Q. And the -- the two new APIs that Facebook
11 developed, what are they called?

12 A. I -- I know it's called the Mutual Friends
13 API. I'm forgetting the other one. But I know that
14 they were -- after we announced the changes at f8, we
15 developed a Developer Advisory Board Council, and where
16 we listened, you know, to feedback and discussed -- and
17 we heard from other developers, like, okay, now that
18 these changes are made, what are some good things that
19 we can do to provide developers with support that are
20 not inconsistent with our principle, which is promising
21 people that we will give them control over their data.

22 And so these APIs are consistent with that.
23 They don't give the friend information, but they allow
24 you to create that value add that Tinder was already
25 doing when they had access to the full friend list.

1 This just maintains our promise and commitment
2 to people.

3 Q. Does took provide the Mutual Friends API to
4 everyone?

5 A. Yes.

6 Q. Did you provide it to Six4Three?

7 A. They have access to it if they want it.

8 MR. GODKIN: Let's mark this as the next
9 exhibit.

10 (Deposition Exhibit 44 was marked for
11 identification.)

12 BY MR. GODKIN:

13 Q. Exhibit 44 is a Facebook document with the
14 Bates number 00434425 through -31. And it's a chat
15 string dated in January of 2014 involving Mr. Sukhar,
16 Mr. Vernal, and others, and subject is "Slides for
17 Mark."

18 A. (Examining document.) Okay.

19 Q. And so at the end of this document, on
20 page 30, Eddie O'Neil writes, "Attached is a first cut
21 of slides for Mark."

22 And that's Mark Zuckerberg. Correct?

23 A. Yes.

24 Q. And then there appears to be something
25 attached: Login v4 review with Mark. Is that right?

1 A. Parse is a product for developers. Ilya will
2 kill me right now, because I'm going to oversimplify
3 it.

4 But it's basically a set of tools and services
5 that make developing applications easier. Sure, there
6 may be more to it, but I think that's all that's
7 important for this.

8 Q. From the platform policy and enforcement point
9 of view, what apps does Facebook view as competitive?

10 A. Chat -- any chat applications, messenger
11 applications, and then Twitter and YouTube.

12 Q. With the exception of --

13 A. I should also say, Snapchat. I'm sorry.

14 Q. Thank you. With the exception of those apps
15 that you just mentioned, does the Facebook -- does
16 Facebook enforce its policies differently between apps,
17 whether or not they might be considered competitive or
18 not?

19 A. If you're not one of those -- what we consider
20 competitive, you are treated and subject to the
21 Platform policies.

22 So we had talked about Amazon earlier. That's
23 why, sure, Facebook has a gift product. But when the
24 partnership team comes to me and says, "Hey, Allison,
25 can Amazon use" -- well, you know -- "can Amazon use

1 friends lists or friends" -- this is speaking for when
2 the product was -- prior to v2, "Hey, can they use
3 friend information?"

4 The answer is, "Yes, because that's not a
5 competitive app."

6 Now, if you ask the product manager, Lee at
7 the time, for gifts, whether he views -- his team views
8 that as a competitive app, sure. But that's not the
9 platform's approach. That's not -- that's why you see
10 a lot of, you know, people referencing competitive.
11 But that's not the way we treat it. And we didn't
12 treat anybody any differently. It's just chat
13 messenger. And even now, it's a subset of all of
14 those. But that's only, like, I think 12-ish, and
15 that's only because we haven't built an scalable way to
16 principally enforce that policy.

17 But we're working on that so we can be
18 transparent up front for developers.

19 Q. After April of 2015, did Facebook provide the
20 friends data to developers that provided Facebook with
21 a certain level of ad-related payments?

22 A. No.

23 Q. Does Facebook consider revenue generated by an
24 app at all when it provided developer access to
25 Facebook use data?

1 A. We -- do we consider what?

2 Q. The -- does Facebook consider revenue
3 generated by an app for Facebook at all when providing
4 a developer access to Facebook users' data?

5 A. No. You do not need to pay us for access to
6 our platform.

7 Q. If you spend more money on ads on Facebook, do
8 you get more access to data on Facebook?

9 A. No, you do not. In fact, I -- the
10 compensation thing we reviewed earlier is, I believe,
11 us -- I mean, I shouldn't speculate there.

12 I was thinking, like -- like whether we have
13 budget to help them build what it is they might be
14 building. But we don't pay for people -- we don't
15 charge for access to platform.

16 Q. Did Facebook charge for access to platform
17 before April 2015?

18 A. No.

19 0. After 2015?

20 A. No.

21 Q. Do any third-party developers still have
22 access to the friends data endpoints?

23 A. Only those developers who built those
24 first-party apps. No -- nobody that's not building a
25 Facebook app for us has access.

1 Q. Did any third-party developers get extensions
2 on access to the friends data after April of 2015?

3 A. On -- yes. And that was, again, because we
4 had to do the rollout. So I would view a rollout as an
5 extension. Not -- so, like, some people view an
6 extension as a request for an extension of time.

7 We voluntarily had to extend that date. Even
8 after -- there are some things, obviously, that aren't
9 foreseeable. But when we get an email or something
10 that says, hey, the platform I've built on, it takes us
11 I think -- I like the Fiat example. It takes us and
12 our developers like a year to make changes. We need
13 more time. Or 2 years, that we accommodated that.

14 So I view that as he, yes, there was a concept
15 of an extension. But there was never the concept of a
16 whitelist -- or there is no whitelist. It's, you got
17 to get off. And they're all off today.

18 Q. Do you recall talking about the photos,
19 events, video, and groups APIs in your prior testimony
20 today?

21 A. Yes.

22 Q. What are those APIs? Well, let me take that
23 back.

24 Are you familiar with those APIs as they
25 existed around the early part of 2014?

1 A. I am. Not at the deep granular level, but I
2 am familiar with those APIs.

3 Q. And what are those APIs?

4 A. So using, like, the events API as an
5 example -- or let's use photos, because we talked a lot
6 about photos.

7 So it can allow you to create a photo album.
8 Like, it can -- if I'm a developer of an app, I can
9 allow people to create photos and then create an album
10 that they can upload to Facebook. I believe there's
11 read and write capability. So I -- so yeah. You can
12 create that album. I think you can fetch albums. I'm
13 not sure.

14 But it's basically also being able to create
15 an event off of Facebook. But it's a Facebook event.

16 So a lot of this stuff is -- there's the
17 Facebook application, contains features and
18 functionality such as groups, events, a section where
19 you can go and find albums. And it lets you off of
20 Facebook create that content within Facebook. And I
21 believe you can fetch the content that the user
22 creates.

23 I believe they're still supported today, but I
24 would need to confirm.

25 Q. Are they related to the friends' users'

1 endpoints?

2 A. No. Absolutely not.

3 Q. All right. Can you turn to Exhibit 4, please?

4 A. I'm here.

5 Q. Do you recall testifying about this document
6 earlier today when Mr. Godkin was asking you questions?

7 A. I do.

8 Q. If you can just refamiliarize yourself with
9 this first email, you -- you state that storing the
10 user's photo beyond 24 hours violates your --
11 Facebook's policies?

12 A. Yes. It did at the time.

13 Q. And what is the date of the email?

14 A. March 5th, 2010.

15 Q. Is that still the policy?

16 A. No. And I believe it was in that year that we
17 changed the policy. I believe it was in 2010 or early
18 '11, but probably '10, where I wrote the new data use
19 policies.

20 So there were two data policies before, one of
21 which is the one I referred to. You can't store or
22 cache data obtained from us for more than 24 hours.

23 And then the other one is, you can never sell
24 or transfer data obtained from us.

25 We changed the policies to allow for storing

1 and caching and allow for transfer subject to certain
2 restrictions.

3 Q. So this was accurate when you wrote -- this
4 email was accurate when you wrote it?

5 A. Absolutely.

6 Q. But it would no longer be accurate today?

7 A. Right. Right -- well, just to qualify my
8 transfer, you never have been able to, and you still
9 cannot, use data obtained from us in an advertising or
10 monetization-related tool set.

11 For example, you can't use data that was
12 obtained from us, even aggregate in anonymous form, as
13 a targeting perimeter for an ad network. So you can't
14 ever, then or now, give data obtained to us to an ad
15 network or a data broker. You can't build profiles.
16 And you -- and you can't -- yeah, you -- that's a
17 summary of that policy.

18 Q. Understood. You can set that aside.

19 And can you grab Exhibit 18, please?

20 A. I am here.

21 Q. Do you recall testifying about this document
22 earlier today? And I can point you to the page that
23 ends in 429159.

24 A. Okay, I'm here.

25 Q. And if you actually go to the page before,

1 there's an email from Ling Bao to a variety of people.

2 A. Yes.

3 Q. And Ling writes in the second point that there
4 are -- that -- this is a list of 10 most popular
5 requested permissions.

6 What do you understand 10 most popular
7 requested permissions to mean within the context of
8 this email?

9 A. What it means is, when a developer decides to
10 use Facebook login, they choose which permissions --
11 for example, the ones listed below -- that they would
12 like to ask a person permission to have access to.

13 Q. And by "person," you mean that apps user?

14 A. Yes. The user clicking on the login button
15 who's granting them permission to, for example, this
16 data.

17 It gives the developer the technical ability
18 to call Facebook for my email, my friend's birthday,
19 for example.

20 Q. Does it necessarily mean that the developer
21 ever calls any of these -- or uses any of these
22 permissions?

23 A. No. Requesting access and actually using are
24 two different things. So it's very common -- well,
25 I -- I don't want to mischaracterize it.

1 Like, for example, Line, one of our
2 competitors who is restricted from calling
3 friends.get -- before I even restricted them, they had
4 access, but they weren't even using it. So that was my
5 point to the team is, they're not using this. But we
6 restricted them consistent with our approach to chat
7 messenger applications.

8 Also I know there was the 40,000 apps that we
9 found out that were requesting -- that had access to
10 friend information. They were -- certainly were not
11 all calling that information, or -- yeah, they weren't
12 using it. They had access -- they had a technical
13 grant and the ability to do it, but they weren't using
14 it.

15 And some of them -- just to expand, some of
16 them were not -- because they're not using it, and/or
17 it doesn't -- it's not relevant to their experience,
18 they were violating our data use policy and should have
19 never been requesting access to it. Which is another
20 reason behind the login review process, is so we can
21 confirm that you truly are complying with our policy
22 that says you'll use that data in the context of the
23 user's experience in your app.

24 Q. So I just want to back up.

25 It sound like there's three steps. The first