

1 JASON DE BRETTEVILLE, State Bar No. 195069

2 jdebretteville@stradlinglaw.com

3 JUSTIN OWENS, State Bar No. 254733

4 jowens@stradlinglaw.com

5 SHAWN COLLINS, State Bar No. 248294

6 scollins@stradlinglaw.com

7 STRADLING YOCCA CARLSON & RAUTH LLP

8 660 Newport Center Drive, Suite 1600

9 Newport Beach, CA 92660-6422

10 Telephone: 949 725 4000

11 Facsimile: 949 725 4100

12 Attorneys for Defendants

13 Meta Platforms, Inc. and

14 Meta Payments Inc.

15 **UNITED STATES DISTRICT COURT**

16 **CENTRAL DISTRICT OF CALIFORNIA**

17 Angela Cook, Zoe Naglieri-Prescod,
18 Marina Nunez, Phillip Schwartz, and
19 Wanda Torres,

20 Plaintiffs,

21 vs.

22 Meta Platforms, Inc.; Meta
23 Payments Inc.; and DOES 1-5.,

24 Defendants.

CASE NO.

**DEFENDANTS META PLATFORMS,
INC. AND META PAYMENTS INC.'S
NOTICE OF REMOVAL OF CLASS
ACTION PURSUANT TO CLASS
ACTION FAIRNESS ACT OF 2005**

Complaint Filed: July 25, 2025

FAC Filed: September 19, 2025

Trial Date: N/A

**TO THE CLERK OF THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA AND THE
PLAINTIFFS AND THEIR ATTORNEYS OF RECORD:**

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§ 1441, 1446, and 1453, and in accordance with 28 U.S.C. §§ 1332 and 1367, Defendants Meta Platforms, Inc. and Meta Payments Inc. (the “Meta Defendants”) hereby remove to this Court the action entitled *Angela Cook, et al. v Meta Platforms, Inc., et al.*, Case Number 30-2025-01500043-CU-BT-CXC, from the Superior Court of the State of California for the County of Orange (the “State Court Action”).

As set forth below, this Court has original jurisdiction over the State Court Action pursuant to the Class Action Fairness Act of 2005 (“CAFA”), codified in relevant part at 28 U.S.C. §§ 1332(d) and 1453. In support of removal, the Meta Defendants state as follows.

Background

1. On July 25, 2025, Plaintiff Angela Cook filed her original Class Action Complaint against the Meta Defendants (the “Complaint”). *See* Exhibits.¹ On September 19, 2025, Plaintiffs Cook, Zoe Naglieri-Prescod, Marina Nunez, Phillip Schwartz, and Wanda Torres (collectively, “Plaintiffs”) filed their First Amended Class Action Complaint against the Meta Defendants (the “FAC”). *See id.* The State Court Action is a putative class action brought under California Code of Civil Procedure § 382. (FAC ¶¶ 59-65.) Plaintiffs allege that the Meta Defendants failed to issue to Plaintiffs and putative class members payouts due to them after they sold and shipped items through Facebook Marketplace. (*Id.* at ¶¶ 1-3.) Plaintiffs further allege that the Meta Defendants assess unfair “Selling Fees” on certain sales made through Facebook’s Marketplace. (*Id.*)

¹ In accordance with 28 U.S.C. § 1446(a), true and correct copies of the Complaint and FAC filed in the Superior Court of the State of California for the County of Orange, and all other pleadings, process, and orders served on, or obtained by, the Meta Defendants are attached as Exhibits to this Notice.

2. On these allegations, the FAC asserts a *nationwide* class action on behalf of “[a]ll persons in the United States who sold and shipped an item through Marketplace” and that (1) did not receive the payout due from Facebook, or (2) were assessed a 10% “Selling fee” based on the total amount paid by the buyer, including shipping costs and sales tax. (FAC ¶ 59.) On behalf of the putative class members, Plaintiffs assert claims for violation of California Business and Professions Code section 17200, Conversion, and Money Had and Received. (*Id.* at pp. 9-12.)

3. The Meta Defendants are the only named defendants in the State Court Action. The defendants designated as DOES 1 through 5 are fictitious defendants, are not parties to the action, have not been named or served, and are therefore properly disregarded for removal purposes. 28 U.S.C. § 1441(a); *McCabe v. Gen. Foods, Inc.*, 811 F.2d 1336, 1339 (9th Cir. 1987).

This Case is Removable Under CAFA

4. This putative class action case is removable pursuant to 28 U.S.C. §§ 1441 and 1453 because this Court has original jurisdiction over this action and all claims asserted therein under the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d), which provides:

The district courts shall have original jurisdiction of any civil action in which the matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and is a class action in which – (A) any member of a class of plaintiffs is a citizen of a State different from any defendant.

The United States Supreme Court has held that, “a defendant seeking to remove a case to a federal court must file in the federal forum a notice of removal ‘containing a short and plain statement of the grounds for removal.’” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 87 (2014) (quoting 28 U.S.C. §1446(a), and noting that “[b]y design, §1446(a) tracks the general

1 pleading requirement stated in Rule 8(a) of the Federal Rules of Civil
2 Procedure.”).

3 5. This Court has original jurisdiction over the State Court Action
4 pursuant to CAFA, and this case may be removed by the Meta Defendants
5 because it is a proposed class action where: (1) the class is alleged to contain
6 “thousands of sellers who sold and shipped through Marketplace”; (2) the
7 defendant is not a state, state official or other governmental entity; (3) the total
8 amount in controversy exceeds \$5,000,000; and (4) there is diversity between at
9 least one class member and one defendant. *See* 28 U.S.C. §1332(d).

10 6. The Meta Defendants deny that (i) they have any liability to Plaintiffs
11 or to the putative class they seek to represent, (ii) Plaintiffs are adequate class
12 representatives for the class that they seek to represent, (iii) Plaintiffs or the
13 putative class members are entitled to recover any of the damages or other relief
14 requested in the FAC, and (iv) the FAC’s allegations satisfy the requirements for
15 class certification. Nonetheless, based on the allegations as pled in the FAC,
16 which must be considered true for purposes of removal, and for the reasons set
17 forth below, the Meta Defendants submit on a good faith basis that all
18 requirements for this removal of the State Court Action to this Court are satisfied.

19 **A. The Proposed Class Exceeds 100 Members.**

20 7. The State Court Action is a proposed class action brought under
21 California Code of Civil Procedure § 382 (FAC ¶ 59), in which Plaintiffs seek to
22 represent “*thousands* of sellers who sold and shipped through Marketplace[.]”
23 (*Id.* at ¶ 62) (emphasis added). While the Meta Defendants deny that any class
24 can or should be certified, the proposed classes consist of more than 100
25 members based on the FAC’s allegations.

B. Defendants Are Not A State, State Official, or Other Government Entity.

8. The Meta Defendants are not a state, state official or other government entity.

C. The Alleged Amount-In-Controversy Requirement Is Satisfied.

9. CAFA requires that the “aggregate” amount in controversy “exceed[] the sum value of \$5,000,000, exclusive of interest and costs.” 28 U.S.C. §§ 1332(d)(2) & (6). “[A] defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee*, 574 U.S. at 89. “A defendant’s amount in controversy calculation is generally accepted until challenged[.]” *Amezcuca v. CRST Expedited Inc.*, 653 F. Supp. 3d 712, 720 (N.D. Cal. 2023). Moreover, the amount in controversy is determined by accepting Plaintiffs’ allegations as true. *See, e.g., Sanchez v. Monumental Life Ins. Co.*, 102 F.3d 398, 402 (9th Cir. 1996).

10. As described in the following paragraphs, Plaintiffs’ FAC seeks actual damages, restitution, punitive damages, injunctive relief and attorney’s fees from the Meta Defendants which aggregate to a sum total in excess of \$5,000,000. (FAC ¶ 1; *id.* at pp. 12-13.)

11. Damages and Restitution. In the FAC, Plaintiffs allege they are entitled to actual damages and restitution, including under California Business and Professions Code section 17200. (FAC ¶¶ 64, 72-73; *id.* at p. 12.) The FAC alleges that restitution could include the refund of “profits Facebook generated and retained based on its withholding of the payouts and Unfair Selling Fee.” (*Id.* at p. 12.)

12. Plaintiffs allege that “thousands of sellers” did not receive payouts they were owed for goods sold and shipped through Facebook Marketplace over a multi-year asserted statute of limitations period. (*Id.* at ¶ 62.) For the five named Plaintiffs in the FAC, the average amount of the allegedly withheld payment is

1 \$72.18. (*Id.* at ¶¶ 25, 33, 41, 49, 58.) Plaintiffs separately allege that “thousands
 2 of sellers” were assessed an Unfair Selling Fee on their sales of goods sold and
 3 shipped through Facebook Marketplace over a multi-year statute of limitations
 4 period. For the five named Plaintiffs in the FAC, the average amount of the
 5 allegedly “unfair” Selling Fee is \$9.64. (*Id.* at ¶¶ 24, 32, 40, 48, 56.)

6 13. While the FAC does not identify how many “thousands” of sellers
 7 were allegedly impacted, a third-party research report regarding “Facebook
 8 Marketplace Statistics” states that “an estimated 491 million online shoppers
 9 buy something on Facebook Marketplace” each month, and that
 10 “[a]pproximately 16% of Facebook’s 3.07 billion monthly active users shop on
 11 Marketplace.” *See* [https://capitaloneshopping.com/research/facebook-](https://capitaloneshopping.com/research/facebook-marketplace-statistics)
 12 [marketplace-statistics](https://capitaloneshopping.com/research/facebook-marketplace-statistics) (“*Facebook Marketplace Statics*” report, last accessed
 13 October 23, 2025).

14 14. When the truth of the allegations in the FAC is assumed, the aggregate
 15 value of Plaintiffs’ damage and restitution claims exceeds \$5,000,000 considering
 16 that: (i) the FAC alleges the existence of two groups each containing “thousands”
 17 of sellers, (ii) individual members of these groups may have each engaged in
 18 multiple transactions during the statutory period, (iii) among the named Plaintiffs
 19 there is an average alleged withheld payment amount of \$72.18 per transaction;
 20 (iv) among the named Plaintiffs there is an average alleged “unfair” Selling Fee
 21 of \$9.64 per transaction, and (v) as alleged, members of the “No Payout Class”
 22 would also presumably be members of the “Unfair Selling Fee Class” (although
 23 the inverse would not hold true).

24 15. On the basis of Plaintiffs’ allegations and reasonable assumptions
 25 related thereto, the Meta Defendants have plausibly alleged that the damages and
 26 restitution sought by Plaintiffs exceed the \$5 million jurisdictional threshold. *See*
 27 *Dart Cherokee*, 574 U.S. at 89 (defendants need only assert a “plausible allegation”
 28 that the amount in controversy exceeds \$5,000,000); *Patel v. Nike Retail Servs., Inc.*,

1 58 F. Supp. 3d 1032, 1041 (N.D. Cal. 2014) (holding that “[a] removing defendant
2 may make a “reasonable extrapolation[] from the plaintiff’s allegations suffic[ient]
3 to establish the amount in controversy.”).

4 16. Punitive Damages. A defendant may also rely “on potential punitive
5 damages to satisfy the amount in controversy under CAFA . . . if it shows that the
6 proffered punitive/compensatory damages ratio is reasonably possible.” *Greene*
7 *v. Harley-Davidson, Inc.*, 965 F.3d 767, 773 (9th Cir. 2020). “[O]ne way to
8 establish that possibility is to cite a case involving the same or a similar statute in
9 which punitive damages were awarded based on the same or higher ratio.” *Id.* In
10 consumer class actions such as this one, courts “generally apply a 1 to 1 ratio for
11 punitive damages in calculating the amount in controversy.” *Hicks v. Grimmway*
12 *Enters.*, 2023 U.S. Dist. LEXIS 81428, *29 (S.D. Cal. May 9, 2023) (citing
13 *Hawkins v. Kroger Co.*, 337 F.R.D. 518, 530 (S.D. Cal. 2020), and noting that
14 *Hawkins* involved claims under California’s Unfair Competition Law).

15 17. Here, Plaintiffs pray for punitive damages. (FAC at p. 12.) For
16 purpose of this removal analysis, Plaintiffs’ prayer for punitive damages
17 ostensibly doubles the amount in controversy as alleged above.

18 18. Injunctive Relief. Plaintiffs also seek multiple forms of injunctive
19 relief, including a “public injunction ordering that” Defendants: “(i) create and
20 implement policies and procedures to ensure that sellers who ship through
21 Marketplace are promptly paid their due payouts; and (ii) cease assessing the
22 Unfair Selling Fee of 10% of the total amount paid by the buyer, and instead
23 assess a fee of 10% of the sales price only.” (*Id.* at pp. 12-13.) If this injunctive
24 relief were to be awarded the cost of compliance to the Meta Defendants,
25 including administrative and legal costs, would be substantial.

26 19. Attorney’s Fees. Additionally, Plaintiffs are seeking “reasonable
27 attorney’s fees and costs to bring and maintain the instant action, pursuant to the
28 UCL and Code of Civil Procedure § 1021.5.” (FAC ¶ 74; *id.* at p. 13.) Whether

1 plausible or not, there is little doubt that if Plaintiffs could prevail on their claims
 2 that the Meta Defendants should be enjoined or that “thousands” of class members
 3 are entitled to damages or restitution under the “No Payout” and/or the “Unfair
 4 Selling Fee” classes, Plaintiffs’ counsel would seek to be awarded attorney’s fees
 5 in excess of \$1,000,000.

6 * * * * *

7 20. Because the “aggregate” amount of Plaintiff’s claimed restitution,
 8 damages, punitive damages, injunctive relief and attorney’s fees far exceeds a
 9 “sum value of \$5,000,000,” CAFA’s “amount in controversy” requirement is
 10 satisfied here.

11 **D. The Minimal Diversity Requirement Is Satisfied.**

12 21. Removal of a putative class action under CAFA requires only
 13 “minimal diversity,” *i.e.*, that at least one plaintiff be diverse from one defendant.
 14 28 U.S.C. § 1332(d)(2)(A); *see, e.g., Ehrman v. Cox Communs., Inc.*, 932 F.3d
 15 1223, 1226 (9th Cir. 2019) (holding that CAFA confers jurisdiction on federal
 16 district courts over class actions when, among other things, “any member of a
 17 class of plaintiffs is a citizen of a State different from any defendant”).

18 22. The FAC correctly alleges that Defendant Meta Platforms, Inc. is a
 19 Delaware corporation headquartered in California. (FAC ¶ 9.) Likewise, the FAC
 20 correctly alleges that Defendant Meta Payments Inc. is a Florida corporation
 21 headquartered in California. (*Id.* at ¶ 10.)

22 23. On the other hand, named plaintiffs Zoe Naglieri-Prescod and Wanda
 23 Torres are alleged to be “citizens” of the States of Massachusetts and New York,
 24 respectively. (*Id.* at ¶¶ 5, 8.) Because these named plaintiffs are not from the same
 25 States as the Meta Defendants, the minimal diversity requirement is satisfied.

26 24. Moreover, as explained above, the FAC asserts a *nationwide* class of,
 27 “All persons in the United States who sold and shipped an item through
 28 Marketplace” and that (1) did not receive the payout due from Facebook, or (2)

1 were assessed a 10% “Selling fee” based on the total amount paid by the buyer.
 2 (*Id.* at ¶ 59.) The Ninth Circuit has held that a class defined to include members
 3 who are not citizens of the forum state—which is necessarily true of the
 4 nationwide class asserted by Plaintiffs here—satisfies CAFA’s minimal diversity
 5 requirement. *Broadway Grill, Inc. v. Visa Inc.*, 856 F.3d 1274, 1278 (9th Cir.
 6 2017); *see also Hicks*, 2023 U.S. Dist. LEXIS 81428 at *14 (“Here, the class
 7 description in Plaintiff’s FAC contains no limiting provision as to the citizenship
 8 of the class members. Consequently, minimal diversity exists between the
 9 proposed class, which necessarily encompasses citizens of any state, and
 10 Defendant, who is a citizen of Delaware and California.”); *Stern v. RMG Sunset,*
 11 *Inc.*, 2018 U.S. Dist. LEXIS 85021, *19 (S.D. Cal. May 21, 2018) (finding that
 12 complaint “clearly meets the minimal diversity standard because it contains no
 13 limiting provision as to citizenship in the class”).

14 25. Accordingly, at the time the Complaint and FAC were filed and at the
 15 time of removal, there was and is minimal diversity of citizenship between
 16 Plaintiffs and Defendants. See 28 U.S.C. § 1332(d)(2)(A).

17 **Timeliness of Removal**

18 26. This Notice of Removal is timely because it is filed within 30 days of
 19 the September 24, 2025 date on which the Summons and First Amended
 20 Complaint were served on the Meta Defendants, the only defendants in this
 21 action. *See* 28 U.S.C. § 1446(b); *Murphy Bro’s v. Michetti Pipe Stringing, Inc.*,
 22 526 U.S. 344, 347–48 (1999). Plaintiff Cook did not serve the original Complaint
 23 on either of the Meta Defendants.

24 **Summary and Procedural Matters**

25 27. For all the reasons stated above, the State Court Action is
 26 appropriately removed to this Court.

1 28. Removal to the United States District Court for the Central District of
2 California is proper because the State Court Action was filed in the Superior Court
3 for Orange County. 28 U.S.C. §§ 84(a), 1441(a).

4 29. The Meta Defendants, as the only named defendants in this action,
5 and the only parties to be served, each join in this removal. 28 U.S.C. §
6 1446(b)(2)(A).

7 30. Under 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being
8 filed with the clerk of the Superior Court of California, County of Orange.

9 31. Under 28 U.S.C. § 1446(d), the Meta Defendants are providing
10 written notice of the removal of this action to Plaintiffs by serving Plaintiffs'
11 counsel.

12 32. Under 28 U.S.C. § 1446(a), copies of all processes, pleadings, and
13 orders served on the Meta Defendants are being filed with the Court
14 contemporaneously with this Notice of Removal, as the Exhibits.

15 33. By removing this State Court Action the Meta Defendants do not
16 waive any defenses available to them, all of which they expressly reserve.

17 34. By removing this State Court Action the Meta Defendants do not
18 admit any of the allegations in Plaintiffs' First Amended Complaint.

19 35. The Meta Defendants also reserve the right to amend or supplement
20 this Notice of Removal. If any questions arise as to the propriety of this removal,
21 the Meta Defendants expressly request the opportunity to present any further
22 evidence as may be necessary to support their position that this State Court Action
23 is removable.

24 36. The Meta Defendants do not concede that Plaintiffs are entitled to
25 compensatory damages, punitive damages, injunctive relief, attorney's fees, or
26 any other relief, or that class treatment is appropriate for this case.

27
28

1 **WHEREFORE**, the Meta Defendants remove the State Court Action,
2 Case Number 30-2025-01500043-CU-BT-CXC, from the Superior Court of the
3 State of California, County of Orange, to the United States District Court for the
4 Central District of California.

5
6
7 DATED: October 24, 2025

STRADLING YOCCA CARLSON &
RAUTH LLP

8
9
10 By: /s/ Justin Owens
11 Jason de Bretteville
12 Justin Owens
13 Shawn Collins
14 Attorneys for Defendants
15 Meta Platforms, Inc. and
16 Meta Payments Inc.
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

The undersigned hereby certifies that I am employed by Stradling Yocca Carlson & Rauth, LLP, in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 660 Newport Center Drive, Suite 1600, Newport Beach, California 92660-6422. On October 24, 2025, I served the within document: **DEFENDANTS META PLATFORMS, INC. AND META PAYMENTS INC.'S NOTICE OF REMOVAL OF CLASS ACTION PURSUANT TO CLASS ACTION FAIRNESS ACT OF 2005**



By United States mail. I am readily familiar with this business' practice for collection and processing of correspondence for mailing with the United States Postal Service. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid. I caused a copy of the above-referenced document(s) to be placed in a sealed envelope or package addressed to the person(s) at the address(es) as set forth below, and following ordinary business practices I placed the package for collection and mailing on the date and at the place of business set forth above.



(COURTESY) electronic transmission. I caused a copy of the document(s) to be sent to the person(s) at the email address(es) as set forth below.

Raymond Y. Kim
Raymond Kim Law, APC
112 E. Amerige Ave., Suite 240
Fullerton, CA 92832
Tel: (833) 729-5529
Fax: (833) 972-9546
Email: ray@raykimlaw.com

Attorneys for Plaintiffs ANGELA COOK, ZOE NAGLIERI-PRESCOD, MARINA NUNEZ, PHILLIP SCHWARTZ, AND WANDA TORRES

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on October 24, 2025, at Newport Beach, California.

/s/ Janet Struck
Janet Struck

RAY KIM LAW, APC
Raymond Y. Kim (SBN 251210)
112 E. Amerige Avenue, Suite 240
Fullerton, CA 92832
Telephone: 833-729-5529
Facsimile: 833-972-9546
E-mail: ray@raykimlaw.com

Attorneys for Plaintiff
Angela Cook

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

Angela Cook, individually and on behalf of all
others similarly situated,

Plaintiffs,

vs.

Meta Platforms, Inc.; Meta Payments Inc.; and
DOES 1-5.

Defendants.

Case No.: 30-2025-01500043-CU-BT-CXC

**CLASS ACTION COMPLAINT AND
DEMAND FOR JURY TRIAL**

Assigned for All Purposes:
Judge Melissa R. McCormick
Dept. CX105

Ray Kim Law, APC
112 E. Amerige Avenue, Suite 240
Fullerton, CA 92832

1 Plaintiff Angela Cook (“**Plaintiff**”), individually and on behalf of all others similarly
 2 situated, by and through her attorneys, brings this Class Action Complaint against defendants Meta
 3 Platforms, Inc. and Meta Payments Inc. (together “**Facebook**”) and alleges as follows:

4 **SUMMARY OF ACTION**

5 1. Plaintiff brings this action for damages, restitution, and other legal and equitable
 6 remedies, resulting from the illegal actions of Facebook with respect to: (i) its failure to issue to
 7 Plaintiff and putative class members payouts due to them after they sold and shipped items through
 8 Facebook’s Marketplace; and (ii) its assessment and retention of unfair and unreasonable “Selling
 9 fees” in connection with sales on Marketplace, which unfairly reduce the amount sellers receive in
 10 payouts.

11 2. In so doing, Facebook has violated the California Unfair Competition Law (“UCL”),
 12 Business and Professions Code § 17200, and is liable for conversion and money had and received.

13 3. With respect to Facebook’s unlawful and unfair practice of failing to pay sellers who
 14 sell and ship products through Marketplace, pursuant to Business and Professions Code § 17203,
 15 Plaintiff seeks a public injunction ordering that, moving forward, Facebook create and implement
 16 policies and procedures to ensure that sellers who ship through Marketplace are promptly paid their
 17 due payouts. With respect to Facebook’s practice of assessing unfair “Selling fees,” pursuant to
 18 Business and Professions Code § 17203, Plaintiff seeks a public injunction ordering that moving
 19 forward Facebook cease assessing the unfair Selling Fee of 10% of the total amount paid by the
 20 buyer, and instead assess a Selling fee of 10% of the sales price only.

21 **THE PARTIES**

22 4. Plaintiff Angela Cook is an individual consumer residing in the State of California,
 23 Orange County.

24 5. Defendant Meta Platforms, Inc. is a multinational technology company
 25 headquartered in Menlo Park, California. Meta Platforms, Inc. owns and operates several
 26 prominent social media platforms, communication services, and online sales platforms including
 27 Facebook, Marketplace, Instagram, Threads, Messenger and WhatsApp.
 28

6. Meta Payments Inc., a subsidiary of Meta Platforms, Inc., is responsible for handling payments and related services within the Meta ecosystem. Meta Payments Inc. is headquartered in Menlo Park, California.

JURISDICTION AND VENUE

9. Venue in Orange County is proper because Plaintiff resides in this County and a substantial portion of the alleged misconduct occurred in this County. Cal. Civ. Code § 1812.645.

Marketplace

11. When a seller uses Marketplace shipping, the buyer orders the item and pays through “Checkout” on Marketplace, and then the seller ships the item directly to the buyer.

12. The buyer's total payment amount will include the price of the product, the shipping cost and estimated taxes.

13. When using Marketplace shipping, Facebook takes a ten percent (10%) commission or “Selling fee” from the seller. However, the 10% commission is not based on the sales price of the product. Instead, Facebook takes 10% of the total amount paid by the buyer, including the price of the product, the shipping cost, and the estimated taxes, from the seller’s sale price. For example, if a seller sells a product at \$50.00, and the buyer pays \$10.00 for shipping the \$5.00 in taxes, the buyer will pay a total of \$65.00. 10% of \$65.00 is \$6.50. Facebook retains \$6.50 as a so-called “Selling fee” for itself, and in this example Facebook pays the seller only \$43.50.

14. After the seller ships the item, Facebook is supposed to promptly deposit the seller's payout amount in the seller's bank account or PayPal account, whichever the seller chooses to receive payouts via Marketplace.

Angela Cook

15. In December 2024, Ms. Cook listed an item for sale on Marketplace for \$35.00.

16. A purchaser by the name of Louis purchased the item for \$35.00.

17. Including shipping costs and sales tax, Louis paid a total of \$51.14.

18. Facebook deducted the shipping costs, sales tax, and its "Selling fee" of 10% of the total paid by the buyer from the purchase price of the item, and estimated Ms. Cook's payout at \$29.00.

19. Ms. Cook created a shipping label and shipped the item via UPS to Louis in Texas. The item was delivered to Louis on December 21, 2024.

20. Facebook received Louis' payment of \$51.14 and retained its Selling fee of \$5.11.

21. However, to date Facebook has failed to pay Ms. Cook the \$29.00 payout she is owed for selling and shipping the item through Marketplace.

22. Ms. Cook reached out to Facebook demanding payment. Facebook still has not paid Ms. Cook the \$29.00 she is owed.

CLASS ACTION ALLEGATIONS

23. Plaintiff brings this action on behalf of herself and all others similarly situated (the "Classes"), pursuant to California Code of Civil Procedure § 382, and defines the Classes as follows:

No Payout Class: All persons in the United States who sold and shipped an item through Marketplace and did not receive the payout due from Facebook, during the relevant statute of limitations period.

Unfair Selling Fee Class: All persons in the United States who sold and shipped an item through Marketplace and were assessed a 10% Selling fee based on the total amount paid by the buyer, during the relevant statute of limitations period.

24. Excluded from the Classes are: (1) Facebook, any entity or division in which Facebook has a controlling interest, and its legal representatives, officers, directors, assigns, and

Ray Kim Law, APC
112 E. Amerige Avenue, Suite 240
Fullerton, CA 92832

1 successors; and (2) the Judge to whom this case is assigned and the Judge's staff. Plaintiff reserves
2 the right to amend or expand the Classes' definitions to seek recovery on behalf of additional
3 persons as warranted as facts are learned in further investigation and discovery.

4 25. A sufficient similarity exists with respect to the sales transactions that Plaintiff and
5 other sellers have completed on Marketplace in that: (i) Facebook failed to pay the sellers the
6 payouts due to them; and (ii) Facebook assessed the sellers an unfair 10% selling fee, which was
7 not based on the sales price of the product, but instead was based on the total amount paid by the
8 buyer, including the sales price, shipping costs, and taxes (the "Unfair Selling Fee"). If there is
9 sufficient similarity between the treatment Plaintiff and members of the Classes received, any
10 concerns regarding material differences in the transactions can be addressed at the class certification
11 stage.

12 26. The members of the Classes are so numerous that joinder of all members would be
13 unfeasible and impractical. The membership of the Classes is currently unknown to Plaintiff at this
14 time; however, given that, on information and belief: (i) thousands of sellers who sold and shipped
15 through Marketplace did not receive their earned payouts during the applicable statute of limitations
16 periods; and (ii) thousands of sellers who sold and shipped through Marketplace were assessed an
17 Unfair Selling Fee. Thus, it is reasonable to presume that the members of the Classes are so
18 numerous that joinder of all members is impracticable. The disposition of their claims in a class
19 action will provide substantial benefits to the parties and the Court.

20 27. There is a well-defined community of interest in the questions of law and fact
21 involved in this case.

22 28. Plaintiff is asserting claims that are typical of the Classes because every other
23 member of the Classes, like Plaintiff, was exposed to virtually identical conduct and is entitled to
24 restitution, actual damages, and punitive damages, and equitable relief pursuant to Business &
25 Professions Code § 17200 *et seq.*

26 29. All causes of action herein have been brought and may properly be maintained as a
27 class action pursuant to the provisions of the Code of Civil Procedure section 382 because there is a
28 well-defined community of interest in the litigation and the proposed class is easily ascertainable:

1 a. **Numerosity**: On information and belief, persons in the Classes are so numerous that
 2 the individual joinder of all members would be impracticable.

3 b. **Common Questions Predominate**: Common questions of law and fact exist as to
 4 all members of the Classes, and those questions clearly predominate over any questions that might
 5 affect members individually. There is a well-defined community of interest in the questions of law
 6 and fact involved which affect the parties to be represented. The questions of law and fact to the
 7 Classes predominate over questions which may affect individual Class members, including the
 8 following:

- 9 a. Whether Facebook has a practice of failing to issue payouts to users of Marketplace
 10 who sold and shipped products through Marketplace; and
 11 b. Whether Facebook has a practice of assessing the Unfair Selling Fee to users of
 Marketplace who sold and shipped products through Marketplace.

12 c. **Typicality**: On information and belief, Plaintiff's claims are typical of the claims of
 13 the members of the Classes. Plaintiff and all members of the Classes are entitled to restitution,
 14 sustained damages and injuries arising out of Facebook's common course of conduct complained
 15 herein.

16 d. **Adequacy**: Plaintiff will fairly and adequately protect the interest of the members
 17 of the Classes because Plaintiff has no interests which are adverse to the interest of absent class
 18 members and because Plaintiff has retained counsel who possess significant class action litigation
 19 experience regarding alleged violations of consumer statutes and common law claims.

20 e. **Superiority**: A class action is superior to other available means for the fair and
 21 efficient adjudication of this controversy since individual joinder of all members would be
 22 impracticable. Class action treatment will permit a large number of similarly situated persons to
 23 prosecute their common claims in a single forum simultaneously, efficiently and without the
 24 unnecessary duplication of effort and expense that numerous individual actions would engender.
 25 Furthermore, since most class members' individual claims for damages and restitution are likely to
 26 be modest, the expenses and burdens of litigating individual actions would make it difficult or
 27 impossible for individual members of the Classes to redress the wrongs done to them. An important
 28 public interest will be served by addressing the matter as a class action, substantial economies to the

litigants and to the judicial system will be realized and the potential for inconsistent or contradictory judgments will be avoided.

FIRST CAUSE OF ACTION

UNFAIR COMPETITION LAW

California Business & Professions Code § 17200

(Against All Defendants)

30. Plaintiff repeats, re-alleges, and incorporates by reference all other paragraphs, as if fully set forth herein.

31. The UCL defines unfair competition to include any unlawful, unfair, or fraudulent business act or practice. The UCL provides that a court may order injunctive relief to affected members of the general public as remedies for any violations of the UCL.

32. Beginning on an exact date unknown to Plaintiff, but at all times relevant herein, Facebook has committed acts of unfair and unlawful competition proscribed by the UCL, including the practices alleged herein. The acts of unfair competition include the following:

a) Facebook failed to pay users of Marketplace who sold and shipped goods through Marketplace, even though the buyers paid for the items in full.

b) Facebook assessed sellers who shipped goods through Marketplace an Unfair Selling Fee of 10% of the total amount paid by buyers, rather than 10% of the product's sale price. The Selling Fee assessed by Facebook has no reasonable nexus to the sale price of the product. Facebook unfairly increases its revenue and profits by basing its Selling Fee on the dollar amount for shipping and tax paid by the borrower, which is entirely unrelated to the product or its price.

33. The business acts and practices of Facebook, as hereinabove alleged, constitute unfair business practices in that said acts and practices offend public policy and are substantially injurious to consumers and the general public. These acts and practices have no utility that outweighs their substantial harm to consumers and the general public.

34. The business acts and practices of Facebook constitute unlawful business practices in that Facebook committed acts of unfair competition, including those described above, by engaging

Ray Kim Law, APC
112 E. Amerige Avenue, Suite 240
Fullerton, CA 92832

in a pattern of “unlawful” business practices, within the meaning of Bus. & Prof. Code §§ 17200, *et seq.*, by unlawfully retaining and converting Plaintiff’s and other Marketplace sellers’ due payouts.

35. The unfair and unlawful business acts and practices of Facebook described herein present a continuing threat to Plaintiff and members of the general public in that Facebook is currently engaging in such acts and practices and will persist and continue to do so unless and until a public injunction is issued by this Court.

36. Pursuant to Business and Professions Code § 17203, Plaintiff seeks public injunctive relief ordering that, moving forward, Facebook: (i) create and implement policies and procedures to ensure that sellers who ship through Marketplace are promptly paid their due payouts; and (ii) cease assessing the Unfair Selling Fee of 10% of the total amount paid by the buyer, and instead assess a fee of 10% of the sales price only. Plaintiff is entitled to a public injunction as a private attorney general, without the necessity of class certification.

37. Plaintiff also seeks an injunction ordering that Facebook: (i) promptly pay Plaintiff and members of the No Payout Class their due payouts; and (ii) promptly pay Plaintiff and members of the Unfair Selling Fee Class the difference between 10% of the total paid by the respective buyers and 10% of the respective sales price of the purchased product.

38. Pursuant to Code of Civil Procedure § 1021.5, Plaintiff seeks recovery of her attorney’s fees, costs and expenses incurred in the filing and prosecution of this action.

SECOND CAUSE OF ACTION

CONVERSION

(Against All Defendants)

39. Plaintiff repeats, re-alleges, and incorporates by reference all other paragraphs, as if fully set forth herein.

40. At all relevant times Plaintiff was due the payout amount of \$29.00 from Facebook.

41. At all relevant times Plaintiff had a right to the payout amount of \$29.00.

42. Facebook did not have any right or consent to keep or refuse to transfer the \$29.00 to Plaintiff.

43. By taking the payout amount of \$29.00 and refusing to transmit it to Plaintiff, Facebook asserted dominion and control over the property, interfering in a way inconsistent with Plaintiff's rights.

44. Facebook has intended to take and keep the payout due and intentionally and willfully did so, and refused to give the funds to Plaintiff.

45. As a result of Facebook's withholding and refusal to transmit to Plaintiff the \$29.00 payout, Plaintiff has suffered significant harm, including the ability to use the funds for other purposes, emotional distress, anxiety, loss of sleep and deep frustration.

THIRD CAUSE OF ACTION

MONEY HAD AND RECEIVED

(Against All Defendants)

46. Plaintiff repeats, re-alleges, and incorporates by reference all other paragraphs, as if fully set forth herein.

47. At all relevant times Plaintiff was due the payout amount of \$29.00 from Facebook.

48. At all relevant times Plaintiff had a right and was justly entitled to the payout amount of \$29.00.

49. In December 2024 Plaintiff sold an item to a Louis in Texas for \$35.00. Plaintiff shipped the item to Louis and provided the UPS tracking information.

50. Louis paid \$35.00 to Facebook through Marketplace, for the benefit of Plaintiff.

51. Facebook estimated that of the \$35.00 payment from Louis, Plaintiff was due the payout amount of \$29.00.

52. To date, Facebook has refused to pay Plaintiff the due payout amount of \$29.00.

53. Facebook has been unjustly enriched as a result of its refusal to transmit the due funds to Plaintiff.

///

///

Ray Kim Law, APC
112 E. Amerige Avenue, Suite 240
Fullerton, CA 92832

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Facebook, and Plaintiff be awarded the following legal and equitable relief:

1. Actual damages;
2. For an order awarding, as appropriate, restitution to Plaintiff and members of the Classes;
3. For an order certifying this case as a class action and appointing Plaintiff and Plaintiff's counsel to represent the Classes;
4. For an order that Facebook's wrongful conduct alleged herein be adjudged and decreed to violate the claims asserted herein;
5. Punitive damages;
6. Injunctive relief ordering that Facebook (i) promptly pay Plaintiff and members of the No Payout Class their due payouts; and (ii) promptly pay Plaintiff and members of the Unfair Selling Fee Class the difference between 10% of the total paid by the respective buyers and 10% of the respective sales price of the purchased product;
7. A public injunction ordering that, moving forward, Facebook: (i) create and implement policies and procedures to ensure that sellers who ship through Marketplace are promptly paid their due payouts; and (ii) cease assessing the Unfair Selling Fee of 10% of the total amount paid by the buyer, and instead assess a fee of 10% of the sales price only;
8. Reasonable attorney's fees and costs to bring and maintain the instant action, pursuant to the UCL and Code of Civil Procedure § 1021.5.
9. For such other and further relief as the Court may deem just and proper.

TRIAL BY JURY

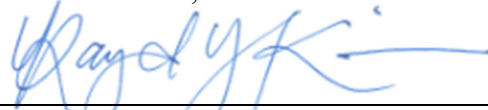
Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

///

///

1 Dated: July 25, 2025

RAY KIM LAW, APC

2 

3 Raymond Y. Kim
4 Attorneys for Plaintiff
5 Angela Cook
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Ray Kim Law, APC
112 E. Amerige Avenue, Suite 240
Fullerton, CA 92832

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Raymond Y. Kim, RAY KIM LAW, APC, SBN 251215, 112 E. Amerige Avenue, Suite 240, Fullerton, CA 92832 TELEPHONE NO.: 833-729-5529 FAX NO.: EMAIL ADDRESS: ray@ravkimlaw.com ATTORNEY FOR (Name): Plaintiff Angela Cook		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 West Santa Ana Boulevard MAILING ADDRESS: 751 West Santa Ana Boulevard CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Civil Complex Center		
CASE NAME: Angela Cook v. Meta Platforms, Inc.; et al.		
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$35,000)	☐ Limited (Amount demanded is \$35,000 or less)	
Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: 30-2025-01500043-CU-BT-CXC JUDGE: Judge Melissa R. McCormick DEPT.: CX105

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☒ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☐ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (not specified above) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (not specified above) (43)
---	--	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. ☐ Large number of separately represented parties b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. ☐ Substantial amount of documentary evidence	d. ☐ Large number of witnesses e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. ☐ Substantial postjudgment judicial supervision
--	--

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 3: UCL CA B&P 17200; Conversion; Money Had and Received

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 25, 2025
 Raymond Y. Kim

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort Auto (22)—Personal Injury/Property Damage/Wrongful Death Uninsured Motorist (46) (<i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i>) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort Asbestos (04) Asbestos Property Damage Asbestos Personal Injury/Wrongful Death Product Liability (<i>not asbestos or toxic/environmental</i>) (24) Medical Malpractice (45) Medical Malpractice—Physicians & Surgeons Other Professional Health Care Malpractice Other PI/PD/WD (23) Premises Liability (e.g., slip and fall) Intentional Bodily Injury/PD/WD (e.g., assault, vandalism) Intentional Infliction of Emotional Distress Negligent Infliction of Emotional Distress Other PI/PD/WD Non-PI/PD/WD (Other) Tort Business Tort/Unfair Business Practice (07) Civil Rights (e.g., discrimination, false arrest) (<i>not civil harassment</i>) (08) Defamation (e.g., slander, libel) (13) Fraud (16) Intellectual Property (19) Professional Negligence (25) Legal Malpractice Other Professional Malpractice (<i>not medical or legal</i>) Other Non-PI/PD/WD Tort (35) Employment Wrongful Termination (36) Other Employment (15)	Contract Breach of Contract/Warranty (06) Breach of Rental/Lease Contract (<i>not unlawful detainer or wrongful eviction</i>) Contract/Warranty Breach—Seller Plaintiff (<i>not fraud or negligence</i>) Negligent Breach of Contract/Warranty Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09) Collection Case—Seller Plaintiff Other Promissory Note/Collections Case Insurance Coverage (<i>not provisionally complex</i>) (18) Auto Subrogation Other Coverage Other Contract (37) Contractual Fraud Other Contract Dispute Real Property Eminent Domain/Inverse Condemnation (14) Wrongful Eviction (33) Other Real Property (e.g., quiet title) (26) Writ of Possession of Real Property Mortgage Foreclosure Quiet Title Other Real Property (<i>not eminent domain, landlord/tenant, or foreclosure</i>) Unlawful Detainer Commercial (31) Residential (32) Drugs (38) (<i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i>) Judicial Review Asset Forfeiture (05) Petition Re: Arbitration Award (11) Writ of Mandate (02) Writ—Administrative Mandamus Writ—Mandamus on Limited Court Case Matter Writ—Other Limited Court Case Review Other Judicial Review (39) Review of Health Officer Order Notice of Appeal—Labor Commissioner Appeals	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403) Antitrust/Trade Regulation (03) Construction Defect (10) Claims Involving Mass Tort (40) Securities Litigation (28) Environmental/Toxic Tort (30) Insurance Coverage Claims (<i>arising from provisionally complex case type listed above</i>) (41) Enforcement of Judgment Enforcement of Judgment (20) Abstract of Judgment (Out of County) Confession of Judgment (<i>non-domestic relations</i>) Sister State Judgment Administrative Agency Award (<i>not unpaid taxes</i>) Petition/Certification of Entry of Judgment on Unpaid Taxes Other Enforcement of Judgment Case Miscellaneous Civil Complaint RICO (27) Other Complaint (<i>not specified above</i>) (42) Declaratory Relief Only Injunctive Relief Only (<i>non-harassment</i>) Mechanics Lien Other Commercial Complaint Case (<i>non-tort/non-complex</i>) Other Civil Complaint (<i>non-tort/non-complex</i>) Miscellaneous Civil Petition Partnership and Corporate Governance (21) Other Petition (<i>not specified above</i>) (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abuse Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition
--	--	---

SUM-100

SUMMONS
(CITACION JUDICIAL)FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**NOTICE TO DEFENDANT:**
(AVISO AL DEMANDADO):

Meta Platforms, Inc.; Meta Payments Inc.; and DOES 1-5.

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

Angela Cook, individually and on behalf of all others similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Civil Complex Center
751 West Santa Ana Blvd., Santa Ana, CA 92701

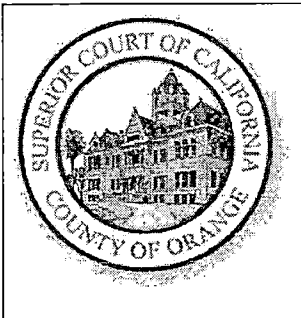
CASE NUMBER:
(Número del Caso):
30-2025-01500043-CU-BT-CXC

Judge Melissa R. McCormick

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Raymond Y. Kim, RAY KIM LAW, APC; 112 E. Amerige Avenue, Suite 240, Fullerton, CA 92832; (833) 729-5529

DATE: 08/12/2025 DAVID H. YAMASAKI, Clerk of the Court Clerk, by S. Juarez S. Juarez, Deputy
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): META PAYMENTS INC
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): UNKNOWN BUSINESS ENTITY
- ☐ by personal delivery on (date):

Page 1 of 1

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE Civil Complex Center 751 W. Santa Ana Blvd Santa Ana, CA 92701	
SHORT TITLE: Cook vs. Meta Platforms, Inc.	
CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE	CASE NUMBER: 30-2025-01500043-CU-BT-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), Minute Order dated 08/25/25, was transmitted electronically by an Orange County Superior Court email server on August 25, 2025, at 2:51:25 PM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

RAY KIM LAW, APC
RAY@RAYKIMLAW.COM

Clerk of the Court, by:



, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER

MINUTE ORDER

DATE: 08/25/2025 TIME: 02:39:58 PM DEPT: CX105
JUDICIAL OFFICER PRESIDING: Melissa R. McCormick
CLERK: S. Turner
REPORTER/ERM: None
BAILIFF/COURT ATTENDANT: None

CASE NO: **30-2025-01500043-CU-BT-CXC** CASE INIT.DATE: 07/25/2025
CASE TITLE: **Cook vs. Meta Platforms, Inc.**
CASE CATEGORY: Civil - Unlimited CASE TYPE: Business Tort

EVENT ID/DOCUMENT ID: 74643195
EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

The court finds this case exempt from the case disposition time goals set forth in California Rule of Court 3.714 due to exceptional circumstances, and estimates that the time required to dispose of this case will exceed 24 months due to the following case evaluation factors of California Rules of Court 3.400 and 3.715: The case is complex.

Each party who has not paid the complex fee of \$1,000 as required by Government Code section 70616 shall pay the fee to the Clerk of the Court within 10 court days of the date of this order. Failure to pay required fees may result in dismissal of the complaint/cross-complaint or the striking of responsive pleadings and entry of default.

The Initial Case Management Conference is scheduled November 6, 2025 at 9 a.m. in Department CX105.

Unless the court orders otherwise, remote appearances will be conducted via Zoom through the court's civil remote appearance website.

The Initial Case Management Conference Statement shall be filed at least 5 court days before the conference. Counsel should use pleading paper, not Judicial Council Form CM-110, and should include in the statement a discussion of the applicable subjects set forth in California Rules of Court 3.727 and 3.750(b). The parties are encouraged to meet and confer and file a joint statement.

All proposed orders, including those submitted pursuant to stipulation, must be submitted in two electronic formats. One copy should be filed in Word and another copy in .pdf format with all attachments/exhibits attached to it. Failure to follow this instruction may result in a proposed order not being brought to the court's attention in a timely manner. Please ensure that each proposed order is identified as a "Proposed Order."

CASE TITLE: Cook vs. Meta Platforms, Inc.

CASE
30-2025-01500043-CU-BT-CXC

NO:

Additional information may be obtained by viewing the department's information located on the Complex Civil division page on the court's website.

This case is subject to mandatory electronic filing pursuant to Orange County Superior Court Local Rule 352. Plaintiff(s) shall give notice of the Initial Case Management Conference and the electronic filing requirement to all parties of record or known to plaintiff(s), and shall attach a copy of this order.

Clerk to give notice to plaintiff(s), and plaintiff(s) to give notice to all other parties.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
 751 W. Santa Ana Blvd
 Santa Ana, CA 92701

SHORT TITLE: Cook vs. Meta Platforms, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
 SERVICE**

CASE NUMBER:
30-2025-01500043-CU-BT-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), Minute Order dated 09/05/25, was transmitted electronically by an Orange County Superior Court email server on September 5, 2025, at 11:36:21 AM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

RAY KIM LAW, APC
 RAY@RAYKIMLAW.COM

Clerk of the Court, by: V. Harting, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 09/05/2025

TIME: 11:36:03 AM

DEPT: CX105

JUDICIAL OFFICER PRESIDING: Melissa R. McCormick

CLERK: V. Harting

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: I. Olivares

CASE NO: **30-2025-01500043-CU-BT-CXC** CASE INIT.DATE: 07/25/2025

CASE TITLE: **Cook vs. Meta Platforms, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Business Tort

EVENT ID/DOCUMENT ID: 74652360

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

The Honorable Melissa R. McCormick hereby recuses herself from this matter.

The case is referred to the Supervising Judge for reassignment.

The Case Management Conference set for 11/06/2025 at 9:00 a.m. in Department CX105 is ordered off calendar and is to be rescheduled before the newly assigned judicial officer.

Clerk is ordered to give notice.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

Civil Complex Center
 751 W. Santa Ana Blvd
 Santa Ana, CA 92701

SHORT TITLE: Cook vs. Meta Platforms, Inc.

**CLERK'S CERTIFICATE OF MAILING/ELECTRONIC
 SERVICE**

CASE NUMBER:
30-2025-01500043-CU-BT-CXC

I certify that I am not a party to this cause. I certify that that the following document(s), Minute Order dated 09/05/25, was transmitted electronically by an Orange County Superior Court email server on September 5, 2025, at 11:45:29 AM PDT. The business mailing address is Orange County Superior Court, 700 Civic Center Dr. W, Santa Ana, California 92701. Pursuant to Code of Civil Procedure section 1013b, I electronically served the document(s) on the persons identified at the email addresses listed below:

RAY KIM LAW, APC
 RAY@RAYKIMLAW.COM

Clerk of the Court, by:



, Deputy

CLERK'S CERTIFICATE OF MAILING/ELECTRONIC SERVICE

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER**

MINUTE ORDER

DATE: 09/05/2025

TIME: 11:39:00 AM

DEPT: C23

JUDICIAL OFFICER PRESIDING: Supervising Judge David J. Hesselstine

CLERK: J. Phu

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: M. DePaul

CASE NO: **30-2025-01500043-CU-BT-CXC** CASE INIT.DATE: 07/25/2025

CASE TITLE: **Cook vs. Meta Platforms, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Business Tort

EVENT ID/DOCUMENT ID: 74652406

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

The Honorable Melissa McCormick having recused himself from this matter, and the matter having been referred to the Supervising Judge's department for reassignment, the Court now rules as follows:

This case is reassigned to the Honorable William Claster for all purposes.

The Court determines that for purposes of exercising C.C.P. 170.6 rights, there are two sides to this matter unless the contrary is brought to the attention of the Court, by Ex-Parte motion. Counsel has 15 days from the date of the enclosed certificate of mailing in which to exercise any rights under C.C.P. 170.6.

Court orders Clerk to give notice. Plaintiff is to give notice to any party not listed on the Clerk's Certificate of Mailing/Electronic Service.

RAY KIM LAW, APC
Raymond Y. Kim (SBN 251210)
112 E. Amerige Avenue, Suite 240
Fullerton, CA 92832
Telephone: 833-729-5529
Facsimile: 833-972-9546
E-mail: ray@raykimlaw.com

Attorneys for Plaintiffs
Angela Cook, Zoe Naglieri-Prescod, Marina Nunez,
Phillip Schwartz, and Wanda Torres

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

Angela Cook, Zoe Naglieri-Prescod, Marina
Nunez, Phillip Schwartz, and Wanda Torres,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

Meta Platforms, Inc.; Meta Payments Inc.; and
DOES 1-5.

Defendants.

) Case No.: 30-2025-01500043-CU-BT-CXC
)
) **FIRST AMENDED CLASS ACTION**
) **COMPLAINT AND DEMAND FOR**
) **JURY TRIAL**

1 Plaintiff Angela Cook, Zoe Naglieri-Prescod, Marina Nunez, Phillip Schwartz, and Wanda
 2 Torres (“**Plaintiffs**”), individually and on behalf of all others similarly situated, by and through
 3 their attorneys, bring this First Amended Class Action Complaint against defendants Meta
 4 Platforms, Inc. and Meta Payments Inc. (together “**Facebook**”) and alleges as follows:

5 **SUMMARY OF ACTION**

6 1. Plaintiffs bring this action for damages, restitution, and other legal and equitable
 7 remedies, resulting from the illegal actions of Facebook with respect to: (i) its failure to issue to
 8 Plaintiffs and putative class members payouts due to them after they sold and shipped items through
 9 Facebook’s Marketplace; and (ii) its assessment and retention of unfair and unreasonable “Selling
 10 fees” in connection with sales on Marketplace, which unfairly reduce the amount sellers receive in
 11 payouts.

12 2. In so doing, Facebook has violated the California Unfair Competition Law (“UCL”),
 13 Business and Professions Code § 17200, and is liable for conversion and money had and received.

14 3. With respect to Facebook’s unlawful and unfair practice of failing to pay sellers who
 15 sell and ship products through Marketplace, pursuant to Business and Professions Code § 17203,
 16 Plaintiffs seek a public injunction ordering that, moving forward, Facebook create and implement
 17 policies and procedures to ensure that sellers who ship through Marketplace are promptly paid their
 18 due payouts. With respect to Facebook’s practice of assessing unfair “Selling fees,” pursuant to
 19 Business and Professions Code § 17203, Plaintiffs seek a public injunction ordering that moving
 20 forward Facebook cease assessing the unfair Selling Fee of 10% of the total amount paid by the
 21 buyer, and instead assess a Selling fee of 10% of the sales price only.

22 **THE PARTIES**

23 4. Plaintiff Angela Cook is an individual residing in the State of California, Orange
 24 County.

25 5. Plaintiff Zoe Naglieri-Prescod is an individual residing in the State of Massachusetts,
 26 Hampshire County.

27 6. Plaintiff Marina Nunez is an individual residing in the State of California, Contra
 28 Costa County.

7. Plaintiff Phillip Schwartz is an individual residing in the State of California, Santa Barbara County.

8. Plaintiff Wanda Torres is an individual residing in the State of New York, Sullivan County.

9. Defendant Meta Platforms, Inc. is a multinational technology company headquartered in Menlo Park, California. Meta Platforms, Inc. owns and operates several prominent social media platforms, communication services, and online sales platforms including Facebook, Marketplace, Instagram, Threads, Messenger and WhatsApp.

10. Meta Payments Inc., a subsidiary of Meta Platforms, Inc., is responsible for handling payments and related services within the Meta ecosystem. Meta Payments Inc. is headquartered in Menlo Park, California.

11. Doe Defendants 1-5 are the other companies or individuals responsible for the terms, contents, substance, and facts surrounding sales and shipping on Marketplace.

JURISDICTION AND VENUE

12. The Court has jurisdiction over this matter because the amount in controversy exceeds \$35,000.00, and Plaintiffs seek injunctive relief.

13. Venue in Orange County is proper because Plaintiff Angela Cook resides in this County and a substantial portion of the alleged misconduct occurred in this County. Cal. Civ. Code § 1812.645.

STATEMENT OF FACTS

Marketplace

14. Facebook Marketplace is an ecommerce tool built on Facebook's popular social media platform, where users can buy and sell products. Sellers list the items they want to sell and customers can browse to find the products they are interested in. While Facebook Marketplace supports sales within a local community, it also allows nationwide shipping.

15. When a seller uses Marketplace shipping, the buyer orders the item and pays through "Checkout" on Marketplace, and then the seller ships the item directly to the buyer.

Ray Kim Law, APC
112 E. Amerige Avenue, Suite 240
Fullerton, CA 92832

1 16. The buyer's total payment amount will include the price of the product, the shipping
2 cost and estimated taxes.

3 17. When using Marketplace shipping, Facebook takes a ten percent (10%) commission
4 or "Selling fee" from the seller. However, the 10% commission is not based on the sales price of
5 the product. Instead, Facebook takes 10% of the total amount paid by the buyer, including the price
6 of the product, the shipping cost, and the estimated taxes, from the seller's sale price. For example,
7 if a seller sells a product at \$50.00, and the buyer pays \$10.00 for shipping the \$5.00 in taxes, the
8 buyer will pay a total of \$65.00. 10% of \$65.00 is \$6.50. Facebook retains \$6.50 as a so-called
9 "Selling fee" for itself, and in this example, Facebook pays the seller only \$43.50.

10 18. After the seller ships the item, Facebook is supposed to promptly deposit the seller's
11 payout amount in the seller's bank account or PayPal account, whichever the seller chooses to
12 receive payouts via Marketplace.

13 **Angela Cook**

14 19. In December 2024, Ms. Cook listed an item for sale on Marketplace.

15 20. A purchaser by the name of Louis purchased the item for \$35.00.

16 21. Including shipping costs and sales tax, Louis paid a total of \$51.14.

17 22. Facebook deducted the shipping costs, sales tax, and its "Selling fee" of 10% of the
18 total paid by the buyer from the purchase price of the item and estimated Ms. Cook's payout at
19 \$29.00.

20 23. Ms. Cook created a shipping label and shipped the item via UPS to Louis in Texas.
21 The item was delivered to Louis on December 21, 2024.

22 24. Facebook received Louis' payment of \$51.14, including its Selling fee of \$5.11.

23 25. However, to date Facebook has failed to pay Ms. Cook the \$29.00 payout she is
24 owed for selling and shipping the item through Marketplace.

25 26. Ms. Cook reached out to Facebook demanding payment. Facebook still has not paid
26 Ms. Cook the \$29.00 she is owed.

27 **Zoe Naglieri-Prescod**

28 27. In December 2024, Ms. Naglieri-Prescod listed an item for sale on Marketplace.

Ray Kim Law, APC
112 E. Amerige Avenue, Suite 240
Fullerton, CA 92832

1 28. A purchaser by the name of Briana purchased the item for \$70.00.

2 29. Including shipping costs and taxes Briana paid a total of \$83.50.

3 30. Facebook deducted the shipping costs, taxes, and its “Selling fee” of 10% of the total
4 paid by the buyer from the purchase price of the item and estimated Ms. Naglieri-Prescod’s payout
5 at \$61.65.

6 31. Ms. Naglieri-Prescod created a shipping label and shipped the item via UPS to
7 Briana in Pennsylvania. The item was delivered on January 3, 2025.

8 32. Facebook received Briana’s payment of \$83.50, including its Selling fee of \$8.35.

9 33. However, to date Facebook has failed to pay Ms. Naglieri-Prescod the \$61.65 payout
10 she is owed for selling and shipping the item through Marketplace.

11 34. Ms. Naglieri-Prescod reached out to Facebook demanding payment. Facebook still
12 has not paid Ms. Naglieri-Prescod the \$61.65 she is owed.

13 **Marina Nunez**

14 35. In March 2025, Ms. Nunez listed an item for sale on Marketplace.

15 36. A purchaser by the name of Elicia purchased the item for \$45.00.

16 37. Including shipping costs and tax, Elicia paid a total of \$58.99.

17 38. Facebook deducted the taxes and its “Selling fee” of 10% of the total paid by the
18 buyer from the purchase price of the item and estimated Ms. Nunez’s payout at \$49.10.

19 39. Ms. Nunez created a shipping label and shipped the item via USPS to Elicia in
20 California. The item was delivered on March 17, 2025.

21 40. Facebook received Elicia’s payment of \$58.99, including its Selling fee of \$5.90.

22 41. However, to date Facebook has failed to pay Ms. Nunez the \$49.10 payout she is
23 owed for selling and shipping the item through Marketplace.

24 42. Ms. Nunez reached out to Facebook demanding payment. Facebook still has not
25 paid Ms. Nunez the \$49.10 she is owed.

26 **Philip Schwartz**

27 43. In January 2025, Mr. Schartz listed an item for sale on Marketplace.

28 44. A purchaser by the name of Melissa purchased the item for \$180.00.

Ray Kim Law, APC
112 E. Amerige Avenue, Suite 240
Fullerton, CA 92832

- 1 45. Including shipping costs, Melissa paid a total of \$206.32.
- 2 46. Facebook deducted the shipping costs, taxes, and its “Selling fee” of 10% of the total
- 3 paid by the buyer from the purchase price of the item and estimated Mr. Schartz’s payout at
- 4 \$159.37.
- 5 47. Mr. Schwartz created a shipping label and shipped the item via UPS to Melissa in
- 6 California. The item was delivered on January 28, 2025.
- 7 48. Facebook received Melissa’s payment of \$206.32, including its Selling fee of
- 8 \$20.63.
- 9 49. However, to date Facebook has failed to pay Mr. Schwartz the \$159.37 payout he is
- 10 owed for selling and shipping the item through Marketplace.
- 11 50. Mr. Schwartz reached out to Facebook demanding payment. Facebook still has not
- 12 paid Mr. Schwartz the \$159.37 he is owed.

13 **Wanda Torres**

- 14 51. In February 2025, Ms. Torres listed an item for sale on Marketplace.
- 15 52. A purchaser by the name of Steven purchased the item for \$70.00.
- 16 53. Including shipping costs and sales tax, Steven paid a total of \$82.09.
- 17 54. Facebook deducted the shipping costs, sales tax, and its “Selling fee” of 10% of the
- 18 total paid by the buyer from the purchase price of the item and estimated Ms. Torres’s payout at
- 19 \$61.79.
- 20 55. Ms. Torres created a shipping label and shipped the item via USPS to Steven in New
- 21 York. The item was delivered to Steven on February 24, 2025.
- 22 56. Facebook received Steven’s payment of \$82.09, including its Selling fee of \$8.21.
- 23 57. However, to date Facebook has failed to pay Ms. Torres the \$61.79 payout she is
- 24 owed for selling and shipping the item through Marketplace.
- 25 58. Ms. Torres reached out to Facebook demanding payment. Facebook still has not
- 26 paid Ms. Torres the \$61.79 she is owed.

27 ///

28 ///

CLASS ACTION ALLEGATIONS

59. Plaintiffs bring this action on behalf of themselves and all others similarly situated (the “Classes”), pursuant to California Code of Civil Procedure § 382, and define the Classes as follows:

No Payout Class: All persons in the United States who sold and shipped an item through Marketplace and did not receive the payout due from Facebook, during the relevant statute of limitations period.

Unfair Selling Fee Class: All persons in the United States who sold and shipped an item through Marketplace and were assessed a 10% Selling fee based on the total amount paid by the buyer, during the relevant statute of limitations period.

60. Excluded from the Classes are: (1) Facebook, any entity or division in which Facebook has a controlling interest, and its legal representatives, officers, directors, assigns, and successors; and (2) the Judge to whom this case is assigned and the Judge’s staff. Plaintiffs reserve the right to amend or expand the Classes’ definitions to seek recovery on behalf of additional persons as warranted as facts are learned in further investigation and discovery.

61. A sufficient similarity exists with respect to the sales transactions that Plaintiffs and other sellers have completed on Marketplace in that: (i) Facebook failed to pay the sellers the payouts due to them; and (ii) Facebook assessed the sellers an unfair 10% selling fee, which was not based on the sales price of the product, but instead was based on the total amount paid by the buyer, including the sales price, shipping costs, and taxes (the “Unfair Selling Fee”). If there is sufficient similarity between the treatment Plaintiffs and members of the Classes received, any concerns regarding material differences in the transactions can be addressed at the class certification stage.

62. The members of the Classes are so numerous that joinder of all members would be unfeasible and impractical. The membership of the Classes is currently unknown to Plaintiffs at this time; however, given that, on information and belief: (i) thousands of sellers who sold and shipped through Marketplace did not receive their earned payouts during the applicable statute of limitations periods; and (ii) thousands of sellers who sold and shipped through Marketplace were

Ray Kim Law, APC
112 E. Amerige Avenue, Suite 240
Fullerton, CA 92832

1 assessed an Unfair Selling Fee. Thus, it is reasonable to presume that the members of the Classes
2 are so numerous that joinder of all members is impracticable. The disposition of their claims in a
3 class action will provide substantial benefits to the parties and the Court.

4 63. There is a well-defined community of interest in the questions of law and fact
5 involved in this case.

6 64. Plaintiffs are asserting claims that are typical of the Classes because every other
7 member of the Classes, like Plaintiffs, was exposed to virtually identical conduct and is entitled to
8 restitution, actual damages, and punitive damages, and equitable relief pursuant to Business &
9 Professions Code § 17200 *et seq.*

10 65. All causes of action herein have been brought and may properly be maintained as a
11 class action pursuant to the provisions of the Code of Civil Procedure section 382 because there is a
12 well-defined community of interest in the litigation and the proposed class is easily ascertainable:

13 a. **Numerosity**: On information and belief, persons in the Classes are so numerous that
14 the individual joinder of all members would be impracticable.

15 b. **Common Questions Predominate**: Common questions of law and fact exist as to
16 all members of the Classes, and those questions clearly predominate over any questions that might
17 affect members individually. There is a well-defined community of interest in the questions of law
18 and fact involved which affect the parties to be represented. The questions of law and fact to the
19 Classes predominate over questions which may affect individual Class members, including the
20 following:

21 i. Whether Facebook has a practice of failing to issue payouts to users of
22 Marketplace who sold and shipped products through Marketplace; and

23 ii. Whether Facebook has a practice of assessing the Unfair Selling Fee to users
24 of Marketplace who sold and shipped products through Marketplace.

25 c. **Typicality**: On information and belief, Plaintiffs' claims are typical of the claims of
26 the members of the Classes. Plaintiffs and all members of the Classes are entitled to restitution,
27 sustained damages and injuries arising out of Facebook's common course of conduct complained
28 herein.

d. **Adequacy**: Plaintiffs will fairly and adequately protect the interest of the members of the Classes because Plaintiffs have no interests which are adverse to the interest of absent class members and because Plaintiffs have retained counsel who possess significant class action litigation experience regarding alleged violations of consumer statutes and common law claims.

e. **Superiority**: A class action is superior to other available means for the fair and efficient adjudication of this controversy since individual joinder of all members would be impracticable. Class action treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Furthermore, since most class members' individual claims for damages and restitution are likely to be modest, the expenses and burdens of litigating individual actions would make it difficult or impossible for individual members of the Classes to redress the wrongs done to them. An important public interest will be served by addressing the matter as a class action, substantial economies to the litigants and to the judicial system will be realized and the potential for inconsistent or contradictory judgments will be avoided.

FIRST CAUSE OF ACTION

UNFAIR COMPETITION LAW

California Business & Professions Code § 17200

(Against All Defendants)

66. Plaintiffs repeat, re-allege, and incorporate by reference all other paragraphs, as if fully set forth herein.

67. The UCL defines unfair competition to include any unlawful, unfair, or fraudulent business act or practice. The UCL provides that a court may order injunctive relief to affected members of the general public as remedies for any violations of the UCL.

68. Beginning on an exact date unknown to Plaintiffs, but at all times relevant herein, Facebook has committed acts of unfair and unlawful competition proscribed by the UCL, including the practices alleged herein. The acts of unfair competition include the following:

Ray Kim Law, APC
112 E. Amerige Avenue, Suite 240
Fullerton, CA 92832

a) Facebook failed to pay Plaintiffs and users of Marketplace who sold and shipped goods through Marketplace, even though the buyers paid for the items in full.

b) Facebook assessed Plaintiffs and sellers who shipped goods through Marketplace an Unfair Selling Fee of 10% of the total amount paid by buyers (including 10% of the shipping cost and 10% of the taxes), rather than 10% of the product's sale price. The Selling Fee assessed by Facebook has no reasonable nexus to the sale price of the product. Facebook unfairly increases its revenue and profits by basing its Selling Fee on the dollar amount for shipping and tax paid by the borrower, which is entirely unrelated to the sale of the product or its price.

c) Facebook unjustly generated profits by retaining Plaintiffs and Marketplace sellers' payouts and the Unfair Selling Fees, in the form of interest Facebook generated on those amounts which are directly traceable to payouts and Unfair Selling Fees Facebook is wrongfully withholding.

69. The business acts and practices of Facebook, as hereinabove alleged, constitute unfair business practices in that said acts and practices offend public policy and are substantially injurious to consumers and the general public. These acts and practices have no utility that outweighs their substantial harm to consumers and the general public.

70. The business acts and practices of Facebook constitute unlawful business practices in that Facebook committed acts of unfair competition, including those described above, by engaging in a pattern of "unlawful" business practices, within the meaning of Bus. & Prof. Code §§ 17200, *et seq.*, by unlawfully retaining and converting Plaintiffs' and other Marketplace sellers' due payouts.

71. The unfair and unlawful business acts and practices of Facebook described herein present a continuing threat to Plaintiffs and members of the general public in that Facebook is currently engaging in such acts and practices and will persist and continue to do so unless and until a public injunction is issued by this Court.

72. Pursuant to Business and Professions Code § 17203, Plaintiffs seek restitution, disgorgement of related restitutionary profits generated and unjustly retained by Facebook, and public injunctive relief ordering that, moving forward, Facebook: (i) create and implement policies

1 and procedures to ensure that sellers who ship through Marketplace are promptly paid their due
 2 payouts; and (ii) cease assessing the Unfair Selling Fee of 10% of the total amount paid by the
 3 buyer, and instead assess a fee of 10% of the sales price only. Plaintiffs are entitled to a public
 4 injunction as a private attorney general, without the necessity of class certification.

5 73. Plaintiffs also seek an injunction ordering that Facebook: (i) promptly pay Plaintiffs
 6 and members of the No Payout Class their due payouts; and (ii) promptly pay Plaintiffs and
 7 members of the Unfair Selling Fee Class the difference between 10% of the total paid by the
 8 respective buyers and 10% of the respective sales price of the purchased product.

9 74. Pursuant to Code of Civil Procedure § 1021.5, Plaintiffs seek recovery of their
 10 attorney's fees, costs and expenses incurred in the filing and prosecution of this action.

11 **SECOND CAUSE OF ACTION**

12 **CONVERSION**

13 **(Against All Defendants)**

14 75. Plaintiffs repeat, re-allege, and incorporate by reference all other paragraphs, as if
 15 fully set forth herein.

16 76. At all relevant times Plaintiffs were due their payouts from Facebook.

17 77. At all relevant times Plaintiffs had a right to their payouts.

18 78. Facebook did not have any right or consent to keep or refuse to transfer the payouts
 19 to Plaintiffs.

20 79. By taking the payout amounts set forth in paragraph 14-48 above and refusing to
 21 transmit them to Plaintiffs, Facebook asserted dominion and control over the property, interfering in
 22 a way inconsistent with Plaintiffs' rights.

23 80. Facebook has intended to take and keep the payouts due and intentionally and
 24 willfully did so, and refused to give the funds to Plaintiffs.

25 81. As a result of Facebook's withholding and refusal to transmit the payouts due to
 26 Plaintiffs, Plaintiffs have suffered significant harm, including the ability to use the funds for other
 27 purposes, emotional distress, anxiety, loss of sleep and deep frustration.

THIRD CAUSE OF ACTION
MONEY HAD AND RECEIVED
(Against All Defendants)

82. Plaintiffs repeat, re-allege, and incorporate by reference all other paragraphs, as if fully set forth herein.

83. At all relevant times Plaintiffs were due the payouts from Facebook.

84. At all relevant times Plaintiffs had a right and were justly entitled to the payout amounts as set forth above.

85. To date, Facebook has refused to pay Plaintiffs the due payout amount

86. Facebook has been unjustly enriched as a result of its refusal to transmit the due funds to Plaintiffs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that judgment be entered against Facebook, and Plaintiffs be awarded the following legal and equitable relief:

1. Actual damages;

2. For an order awarding, as appropriate, restitution, including the disgorgement of restitutionary profits Facebook generated and retained based on its withholding of the payouts and Unfair Selling Fee, to Plaintiffs and members of the Classes;

3. For an order certifying this case as a class action and appointing Plaintiffs and Plaintiffs' counsel to represent the Classes;

4. For an order that Facebook's wrongful conduct alleged herein be adjudged and decreed to violate the claims asserted herein;

5. Punitive damages;

6. Injunctive relief ordering that Facebook (i) promptly pay Plaintiffs and members of the No Payout Class their due payouts; and (ii) promptly pay Plaintiffs and members of the Unfair Selling Fee Class the difference between 10% of the total paid by the respective buyers and 10% of the respective sales price of the purchased product;

Attorney or Party without Attorney: Raymond Y. Kim, Esq. (SBN 251210) RAY KIM LAW, APC 112 E. Amerige Ave., Suite 240 Fullerton, CA 92832 Telephone No: 833-729-5529				For Court Use Only
Attorney For: Plaintiffs, Angela Cook, Zoe Naglieri- Prescod, Marina Nunez, Phillip Schwartz, and Wanda Torres		Ref. No. or File No.: Cook, et al. v. Meta Platforms		
Insert name of Court, and Judicial District and Branch Court: Superior Court of California County of Orange 751 Santa Ana Boulevard Santa Ana, 92701				
Plaintiff: Angela Cook, individually and on behalf of all others similarly situated Defendant: Meta Platforms, Inc.; Meta Payments Inc., et al.				
PROOF OF SERVICE SUMMONS		Hearing Date:	Time:	Dept/Div:
				Case Number: 30-2025-01500043-CU-BT-CXC

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the Summons; Civil Case Cover Sheet; First Amended Class Action Complaint and Demand for Jury Trial; (2) Minute Order
3. a. Party served: Meta Payments Inc.
b. Person served: Alex Jenkins, Person Authorized to Accept Service for CSC Lawyers Incorporating Service, Agent for Service of Process
4. Address where the party was served: 2710 Gateway Oaks Drive Suite 150N, Sacramento, CA 95833
5. I served the party:
a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): Wed, Sep 24 2025 (2) at (time): 10:36 AM
- (1) ☒ (business)
(2) ☐ (home)
(3) ☐ (other) :
6. The "Notice to the Person Served" (on the summons) was completed as follows:
- a. ☐ as an individual defendant.
b. ☐ as the person sued under the fictitious name of (specify):
c. ☐ as occupant.
d. ☒ On behalf of (specify): Meta Payments Inc.
under the following Code of Civil Procedure section:
- | | |
|---|---|
| ☒ 416.10 (corporation) | ☐ 415.95 (business organization, form unknown) |
| ☐ 416.20 (defunct corporation) | ☐ 416.60 (minor) |
| ☐ 416.30 (joint stock company/association) | ☐ 416.70 (ward or conservatee) |
| ☐ 416.40 (association or partnership) | ☐ 416.90 (authorized person) |
| ☐ 416.50 (public entity) | ☐ 415.46 (occupant) |
| ☐ other: | |



Plaintiff: Angela Cook, individually and on behalf of all others similarly situated
Defendant: Meta Platforms, Inc.; Meta Payments Inc., et al.

Case Number:
 30-2025-01500043-CU-BT-CXC

Recoverable cost Per CCP 1033.5(a)(4)(B)

7. Person who served papers

- a. Name: Michael Morris
 b. Address: **FIRST LEGAL**
 600 W. Santa Ana Blvd., Ste. 101
 SANTA ANA, CA 92701
 c. Telephone number: (714) 541-1110
 d. **The fee** for service was: \$49.34
 e. I am:
 (1) ☐ not a registered California process server.
 (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
 (3) ☒ a registered California process server:
 (i) ☐ owner ☐ employee ☒ independent contractor
 (ii) Registration No: 2012-33
 (iii) County: Sacramento

8. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

09/25/2025

(Date)

Michael Morris



Judicial Council Form POS-010
 Rule 2.150.(a)&(b) Rev January 1, 2007

**PROOF OF
 SERVICE
 SUMMONS**

14218203
 (14128684)
 Page 2 of 2

Attorney or Party without Attorney: Raymond Y. Kim, Esq. (SBN 251210) RAY KIM LAW, APC 112 E. Amerige Ave., Suite 240 Fullerton, CA 92832 Telephone No: 833-729-5529				For Court Use Only
Attorney For: Plaintiffs, Angela Cook, Zoe Naglieri- Prescod, Marina Nunez, Phillip Schwartz, and Wanda Torres		Ref. No. or File No.: Cook, et al. v. Meta Platforms		
Insert name of Court, and Judicial District and Branch Court: Superior Court of California County of Orange 751 Santa Ana Boulevard Santa Ana, 92701				
Plaintiff: Angela Cook, individually and on behalf of all others similarly situated Defendant: Meta Platforms, Inc.; Meta Payments Inc., et al.				
PROOF OF SERVICE SUMMONS		Hearing Date:	Time:	Dept/Div:
Case Number: 30-2025-01500043-CU-BT-CXC				

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of the Summons; Civil Case Cover Sheet; First Amended Class Action Complaint and Demand for Jury Trial; (2) Minute Order
3. a. Party served: Meta Platforms, Inc.
b. Person served: Alex Jenkins, Person Authorized to Accept Service for CSC Lawyers Incorporating Service, Agent for Service of Process
4. Address where the party was served: 2710 Gateway Oaks Drive Suite 150N, Sacramento, CA 95833
5. I served the party:
a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): Wed, Sep 24 2025 (2) at (time): 01:45 PM
- (1) ☒ (business)
(2) ☐ (home)
(3) ☐ (other) :
6. The "Notice to the Person Served" (on the summons) was completed as follows:
- a. ☐ as an individual defendant.
b. ☐ as the person sued under the fictitious name of (specify):
c. ☐ as occupant.
d. ☒ On behalf of (specify): Meta Platforms, Inc.
under the following Code of Civil Procedure section:
- | | |
|---|---|
| ☒ 416.10 (corporation) | ☐ 415.95 (business organization, form unknown) |
| ☐ 416.20 (defunct corporation) | ☐ 416.60 (minor) |
| ☐ 416.30 (joint stock company/association) | ☐ 416.70 (ward or conservatee) |
| ☐ 416.40 (association or partnership) | ☐ 416.90 (authorized person) |
| ☐ 416.50 (public entity) | ☐ 415.46 (occupant) |
| ☐ other: | |



Plaintiff: Angela Cook, individually and on behalf of all others similarly situated
Defendant: Meta Platforms, Inc.; Meta Payments Inc., et al.

Case Number:
 30-2025-01500043-CU-BT-CXC

Recoverable cost Per CCP 1033.5(a)(4)(B)

7. Person who served papers

- a. Name: Michael Morris
 b. Address: **FIRST LEGAL**
 600 W. Santa Ana Blvd., Ste. 101
 SANTA ANA, CA 92701
 c. Telephone number: (714) 541-1110
 d. **The fee** for service was: \$128.24
 e. I am:
 (1) ☐ not a registered California process server.
 (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
 (3) ☒ a registered California process server:
 (i) ☐ owner ☐ employee ☒ independent contractor
 (ii) Registration No: 2012-33
 (iii) County: Sacramento

8. *I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.*

09/25/2025

(Date)

Michael Morris



Judicial Council Form POS-010
 Rule 2.150.(a)&(b) Rev January 1, 2007

**PROOF OF
 SERVICE
 SUMMONS**

14218181
 (14128682)
 Page 2 of 2

**SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ORANGE
CIVIL COMPLEX CENTER**

MINUTE ORDER

DATE: 09/30/2025 TIME: 02:32:00 PM DEPT: CX101

JUDICIAL OFFICER PRESIDING: William Claster

CLERK: G. Hernandez

REPORTER/ERM: None

BAILIFF/COURT ATTENDANT: . None

CASE NO: **30-2025-01500043-CU-BT-CXC** CASE INIT.DATE: 07/25/2025

CASE TITLE: **Cook vs. Meta Platforms, Inc.**

CASE CATEGORY: Civil - Unlimited CASE TYPE: Business Tort

EVENT ID/DOCUMENT ID: 74669999

EVENT TYPE: Chambers Work

APPEARANCES

There are no appearances by any party.

The above-entitled matter was reassigned to Hon. William D. Claster on 09/05/2025.

A Case Management Conference is scheduled for 11/05/2025 at 08:30 AM in Department CX101.

This case is subject to mandatory electronic filing pursuant to Superior Court Rules, County of Orange, Rule 352. Plaintiff shall give notice of the electronic filing requirement to all parties of record or known to plaintiff and shall attach a copy of this minute order.

The Court issues the below Case Management Conference Order:

Prior to the Initial Case Management Conference, counsel for all parties are ordered to meet and confer to discuss the following topics. Additionally, counsel shall be prepared to discuss these issues with this Court at the Initial Case Management Conference:

1. Parties and the addition of parties;
2. Claims and defenses;
3. Issues of law that, if considered by the Court, may simplify or foster resolution of the case.
4. Appropriate alternative dispute resolution (ADR) mechanisms (e.g., mediation, mandatory settlement conference, arbitration, mini-trial, etc.);
5. A plan for preservation of evidence;
6. A plan for disclosure and discovery;
7. Whether it is possible to plan "staged discovery" so that information needed to conduct meaningful

ADR is obtained early in the case, allowing the option to complete discovery if the ADR effort is unsuccessful;

8. Whether a structure of representation such as liaison/lead counsel is appropriate for the case in light of multiple plaintiffs and/or multiple defendants;

9. Procedures for the drafting of a Case Management Order, if appropriate;

10. Any issues involving the protection of evidence and confidentiality.

Counsel for plaintiff is to take the lead in preparing a Joint Initial Case Management Conference report to be filed on or before 10/29/2025.

The Joint Initial Case Management Conference Report is to include the following:

1. A list of all parties and counsel;

2. A statement as to whether additional parties are likely to be added and a proposed date by which all parties must be served;

3. An outline of the claims and cross-claims and the parties against whom each claim is asserted;

4. Service lists and procedures for efficient service filing;

5. Whether any issues of jurisdiction or venue exist that might affect this Court's ability to proceed with this case;

6. Applicability and enforceability of arbitration clauses;

7. A list of all related litigation pending in other courts, a brief description of any such litigation, and a statement as to whether any additional related litigation is anticipated;

8. A description of core factual and legal issues;

9. A description of legal issues that, if decided by the Court, may simplify or further resolution of the case;

10. Whether discovery should be conducted in phases or limited; and if so, the order of phasing or types of limitations on discovery;

11. Whether particular documents and witness information can be exchanged by agreement of the parties;

12. The parties' tentative views on an ADR mechanism and how such mechanism might be integrated into the course of the litigation;

13. The usefulness of a written case management order; and

14. A target date and a time estimate for trial.

To the extent the parties are unable to agree on the matters to be addressed in the Joint Initial Case Management Conference Report, the positions of each party or of various parties shall be set forth separately. The parties are NOT to use the case management conference form for non-complex cases (Judicial Council Form CM-110).

Plaintiff shall give notice of the Case Management Conference and serve a copy of this order upon any defendants presently or subsequently served.

ATTORNEYS APPEARING AT THE CASE MANAGEMENT CONFERENCE MUST BE FULLY FAMILIAR WITH THE PLEADINGS AND THE AVAILABLE FACTUAL INFORMATION, AND MUST ALSO HAVE THE AUTHORITY TO ENTER INTO STIPULATIONS. THESE REQUIREMENTS SHALL ALSO APPLY TO ANY FUTURE STATUS CONFERENCES HELD IN THIS CASE.

INFORMAL DISCOVERY CONFERENCES: With rare exception, the Court requires that an informal discovery conference be held prior to the filing of any motion to compel discovery. Informal discovery conferences are held Monday through Thursday and are scheduled based on the Court's availability. Counsel are to contact the clerk at (657) 622-5301 for further information and to schedule an informal discovery conference.

Court orders clerk to give notice.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges Facebook Withheld Marketplace Payments for Sold Items, Retained Unreasonable 'Selling Fees'](#)
