ORIGINAL

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FILED
LOS ANGELES SUPERIOR COURT
JUN 27 2013
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BY AMBER HAYES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

FRANK REGINALD BROWN, IV,

Plaintiff,

v.

SNAPCHAT, INC., a Delaware corporation; TOYOPA GROUP, LLC, a California Limited Liability Company; EVAN THOMAS SPIEGEL, an individual; ROBERT CORNELIUS MURPHY, an individual; and DOES 1 through 25 inclusive,

Defendants.

CASE NO: BC501483

Assigned for all purposes to the Honorable John L. Segal (Dept. 50)

DECLARATION OF FRANK BROWN IN SUPPORT OF MOTION TO DISQUALIFY QUINN EMANUEL URQUHART & SULLIVAN LLP

[Plaintiff's *Notice of Motion and Motion to Disqualify Quinn Emanuel, Memorandum of Points and Authorities In Support Thereof, Declaration of K. Luan Tran, and (Proposed) Order Filed Concurrently Herewith*]

Hearing:
Date: August 1, 2013
Time: 8:30 a.m.
Dept.: 50

Action Filed: February 21, 2013
Trial Date: Not Assigned Yet

06/28/2013

DECLARATION OF FRANK BROWN

I, Frank Brown declare as follows:

1. I am the plaintiff in the above-captioned matter. I am 23 years-old and graduated with a bachelor's degree from Stanford University in 2012. As set forth below, I have extensive first-hand knowledge of the underlying facts of this dispute, and my own personal interactions with the Quinn Emanuel firm in seeking representation in this matter. I have personal knowledge of the facts stated herein and, if called as a witness, I could and would testify competently under oath.

2. In mid-2012 I reached out to Defendants Evan Spiegel and Robert Murphy in hopes of settling our outstanding dispute regarding my interest in our joint venture/partnership. Unfortunately, in response to my offer to compromise, Defendants hired the Cooley LLP law firm to send me a threatening letter. Attached hereto as **Exhibit A** is a true and correct copy of the May 16, 2012 letter sent to me by Cooley LLP.

3. Up until the filing of the instant suit, I had never been involved in litigation and had hoped that I never would be. However, given Defendants' disavowals of our partnership, my hard work, and the basic fact that I had originated the idea for the Application, I saw no choice but to retain counsel to file an action against Defendants.

4. On or about November 1, 2012, I contacted Anthony Alden, a partner at Quinn, Emanuel, Urquhart & Sullivan LLP ("Quinn Emanuel"), about representing me in filing this lawsuit against my former partners in Picaboo/Snapchat and others for having ousted me from the joint venture/partnership that I kickstarted.

5. That same day, Mr. Alden confirmed that a conflict check revealed that Quinn Emanuel had no conflict for the proposed lawsuit.

6. Mr. Alden requested that I sign a document entitled "Quinn Emanuel Matter Assessment and Waiver Agreement." A true and correct copy of the document is attached as **Exhibit B**. On November 2, 2012, I signed and returned the document. The only communication that took place regarding this document was a short email from Mr. Alden summarizing the document in which he downplayed the potential of any conflict by characterizing the possibility of

Quinn Emanuel taking an adverse interest to me down the road as "unlikely." He also assured me that the likelihood of this ever happening is "small" and this was just "a precaution we need to take." Given these assurances, I just signed the document and did not ask any question about it.

7. The next day, I began a series of discussions with Mr. Alden. The purpose of those discussions, which took place over two months (until January 2013), was to assess the matter and strategize over the proposed filing and prosecution of this lawsuit by Quinn Emanuel.

8. In total, Mr. Alden and I had several telephone conversations regarding this matter, including an initial one and a half hour conversation. As mentioned, I understood from Mr. Alden that Quinn Emanuel had conducted a conflicts check prior to the meeting and that he was not aware of any reason why Quinn Emanuel could not represent me against the individual defendants. Therefore, at no point did Mr. Alden request that I refrain from disclosing confidences. To be clear, Mr. Alden and I did not limit our discussions in any way. Given the nature of our discussion and Mr. Alden's assurances, I believed that our discussions were confidential communications by and between an attorney and his client.

9. In addition to telephone conversations, I also exchanged over a dozen emails with Mr. Alden regarding issues we considered important for the prosecution of this case.

10. During the above oral and written communications, Mr. Alden and I discussed in detail the strengths and weakness of my case. In addition, our discussions involved many important and strategic issues related to the litigation. Mr. Alden offered his suggestions and gave me legal advice accordingly. In addition, Mr. Alden and I discussed my finances and how costs of litigation would be handled with respect to Quinn Emanuel.

11. On or about November 14, 2012, Mr. Alden requested that I put together a packet of relevant documents to be sent to his offices. I shortly thereafter over-nighted a USB key with what I believed were documents which would be critical in the upcoming lawsuit. During this time period I also independently emailed Mr. Alden other key documents.

12. On or about December 12, 2012 I informed Mr. Alden that an article had been published indicating that Benchmark Capital was funding Snapchat. At no point did Mr. Alden (or anyone else at the firm for that matter) disclose to me that Benchmark Capital was a Quinn

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Emanuel client. Furthermore, at no point did anyone at Quinn Emanuel discuss with me any conflict, actual or potential concerning Quinn Emanuel's representation of Snapchat, Inc., Toyopa Group LLC or Benchmark Capital.

13. Also throughout this time period, I also sent several emails to Mr. Alden to inform him on the status of my case. Mr. Alden periodically informed me that he was in the process of discussing the case with his partners at Quinn Emanuel.

14. On or about January 10, 2013, after over two months of consideration and multiple confidential communications, Mr. Alden informed me via email that Quinn Emanuel would not represent me "*at the current time*." Mr. Alden never gave any reason for this decision.

15. While I was under the impression that Quinn Emanuel may or may not choose to take on my case at some point down the line, I felt that I had waited long enough and sought a referral from Mr. Alden. Mr. Alden therefore referred me to my current counsel, Lee Tran & Liang, a firm comprised of several former Quinn Emanuel attorneys.

16. I understand the Application is now called "Snapchat." Defendants changed the name of the Application from "Picaboo" (which I came up with) to Snapchat in September 2011, a few weeks after they improperly ousted me from the joint-venture/partnership.

I declare that the foregoing is true and correct under the penalty of perjury under the laws of the State of California. Executed on June 26, 2013, in Sheboygan, Wisconsin.

FRANK BROWN

06/28/2013

06/28/2013

EXHIBIT A

Eric C. Jensen
T: +1 650 843 5049
ejensen@cooley.com

Via Email REGGIEB@STANFORD.EDU
and FED EX

May 16, 2012

Frank Reginald Brown IV
1135 Campus Drive
Stanford, CA 94305

RE: Toyopa Group, LLC

Dear Mr. Brown:

We are in receipt of your May 8, 2012 e-mail to Evan Spiegel, who is President and CEO of our client Toyopa Group, LLC ("Toyopa" or the "Company"). In your May 8, 2012 e-mail, you demand an equity stake in Toyopa, predicated on your claim to one third ownership of a provisional patent application you filed with the United States Patent & Trade Mark Office ("USPTO"), which you claim bears Reference No. 61/574,897 (the "'897 Provisional Application").

Your attempt to claim ownership of "one third of SnapChat's IP" is tied to your purported one-third ownership interest in the '897 Provisional Application. As you know, you filed the '897 Provisional Application without the authorization of Toyopa or of Evan Spiegel or Bobby Murphy. Though you have refused in the past to provide actual copies of the '897 Provisional Application to our client, a draft of the application reflects that you fraudulently claimed yourself as an inventor on the application. Having posed as one of three inventors of the '897 Provisional Application, you now claim to "currently own a third of SnapChat's IP." The claim is utterly groundless as a matter of law and fact. A patent application confers no enforceable patent rights to anyone. Unless and until a patent issues from the '897 Provisional Application, your claim is to one-third of nothing. Moreover, your filing of the patent application while posing as an inventor and without the consent of the true inventors constitutes a blatant fraud on the USPTO. Consequently, any patent that may issue as a result of your continued fraud on the patent office will be unenforceable.

In addition, we have also evaluated prior art in the field of technology relevant to the fraudulently filed '897 Provisional Application. We are confident that the subject matter disclosed in the application falls within the scope of the prior art. For example, the attached U.S. Patent Publication 2011/0202598, owned by TigerText LLC ("TigerText"), discloses the handling of impermanent message content. Your contribution to the subject matter of the fraudulently filed '897 Provisional Application, if any, was the unremarkable observation that impermanent transmitted messages would be desirable. As the TigerText patent publication demonstrates, this general concept was known at least as early as February of 2010. Therefore, any putative contribution by you to the '897 Provisional Application is anticipated by prior art. Of course, the Company has developed proprietary technical solutions for the handling of impermanent message content, but you have had no role in developing such proprietary technical solutions.

Ex A

Frank Reginald Brown IV
May 16, 2012
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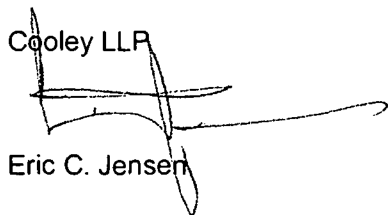
Accordingly, the Company is confident that you are not the owner of any Company intellectual property.

The Company rejects your demand in its entirety because you contributed nothing to the Company's intellectual property, and you cannot claim any ownership interest in the Company. Mr. Spiegel and Mr. Murphy have told you as much before. Indeed, your last demand for "equity" came in August of 2011, around the time that you fraudulently filed the '897 Provisional Application. That demand was a transparent and desperate attempt to shake down Mr. Spiegel and Mr. Murphy for a share in a company to which you contributed nothing. Your demand of May 8, 2012 is no different, and it is devoid of merit. Be advised that the Company will vigorously enforce and defend its rights.

If you are in fact represented in this matter by legal counsel, please direct this communication to that person, and instruct him or her to communicate with Toyopa and its principals only through this Firm.

Very truly yours,

Cooley LLP



Eric C. Jensen

ECJ:nsk

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EXHIBIT B

<u>Quinn Emanuel Matter Assessment Waiver Agreement</u>

Quinn Emanuel Urquhart & Sullivan, LLP ("Quinn Emanuel") and Frank R. Brown IV ("Client Prospect") enter into this Agreement this November 1, 2012.

Whereas Client Prospect has approached Quinn Emanuel and expressed an interest in Quinn Emanuel representing Client Prospect and any related company in a dispute with Evan Spiegel, John Spiegel, Robert Murphy, and Lightspeed Venture Partners concerning SnapChat (the "Matter");

Whereas Quinn Emanuel has represented and represents many people and companies as continuing litigation clients and is routinely contacted by other people and companies to represent them in litigation (collectively "Quinn Emanuel clients");

Whereas Quinn Emanuel is willing to discuss with Client Prospect the nature of the Matter to assess the Matter and determine its interest in representing Client Prospect with respect to the Matter, but wants to avoid the prospect that in doing so, should it decide not to take on Client Prospect's representation with respect to the Matter, that Quinn Emanuel would be conflicted from representing any past, current or future Quinn Emanuel clients in any litigation brought by Client Prospect, including but not limited to the Matter;

Whereas Client Prospect is willing and has agreed to allow Quinn Emanuel to gain information about the Matter, which may or may not include confidential information, and to allow Quinn Emanuel, under the conditions specified in this Agreement, to be adverse to Client Prospect should Quinn Emanuel decide not to accept the representation of Client Prospect regarding the Matter.

Now therefore, Client Prospect and Quinn Emanuel agree as follows:

1. As of the date of this Agreement, Quinn Emanuel has not received from Client Prospect any privileged or confidential information of any kind whatsoever, whether orally or in writing. Client Prospect recognizes that he has provided to Quinn Emanuel a list of all potential defendants of the Matter to allow them to conduct a conflict check only.

2. Quinn Emanuel shall assess the Matter to determine its interest in representing Client Prospect with respect to the Matter. In the course of this assessment:
(a) Quinn Emanuel may receive from Client Prospect or provide to Client Prospect confidential information regarding the Matter ("Confidential Information"); and/or
(b) Quinn Emanuel may contact third parties with respect to the assessment of the Matter; and/or

(c) Quinn Emanuel may either pay third parties to assist with respect to the assessment of the Matter or ask Client Prospect to pay third parties to assist with respect to the assessment of the Matter; and/or
(d) Quinn Emanuel may request that Client Prospect pay Quinn Emanuel certain fees and costs (including the costs of experts) associated with its assessment of the Matter.

The fact that Quinn Emanuel engages in any of these activities, or any other action, shall not reflect that Quinn Emanuel has elected to represent Client Prospect with respect to the Matter against any third parties.

3. Should Quinn Emanuel decide either to represent or not represent Client Prospect with respect to the Matter, it shall send to Client Prospect a letter so notifying him. This letter shall be sent to Client Prospect by email (frbiv@alumni.stanford.edu). Quinn Emanuel may decide not to represent Client Prospect for any reason whatsoever or for no reason.

4. Should Quinn Emanuel decide not to represent Client Prospect with respect to the Matter, Quinn Emanuel shall maintain all Confidential Information in confidence.

5. Should Quinn Emanuel decide not to represent Client Prospect with respect to the Matter, Quinn Emanuel may represent any entity, whether or not such entity is a client of Quinn Emanuel as of the date of this Agreement, with respect to any matter or case that is adverse to Client Prospect or any entity owned, controlled, or operated by Client Prospect, or which received any rights from or through Client Prospect ("the Adverse Party"), including the Matter, should Client Prospect either on his own or through separate counsel assert the Matter, either through a formal lawsuit or through other means. Where the case or matter in which Quinn Emanuel is adverse to Client Prospect consists of the Matter or a case that is substantially related to the Matter (as determined in Quinn Emanuel's sole discretion) the attorneys at Quinn Emanuel who participated in the assessment of the Matter shall neither represent the Adverse Party in such case or matter and shall be isolated from, and not provide any Confidential Information to, the lawyers at Quinn Emanuel who represent such Adverse Party with respect to the Matter.

6. This Agreement shall inure to the benefit of the successors of Client Prospect and Quinn Emanuel. Should Client Prospect assign or license to any third party any rights associated with the Matter, such third party will be subject to this Agreement.

7. Client Prospect understands that this Agreement may materially affect his legal rights, and has been advised by his own counsel as well as Quinn Emanuel to seek counsel with respect to this Agreement before signing it. By signing this Agreement, Client Prospect understands that he is or may be waiving and relinquishing certain rights to disqualify Quinn Emanuel from further

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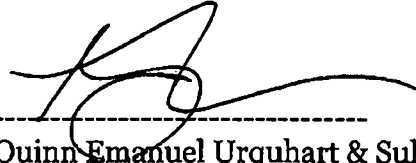
representation adverse to Client Prospect, but nonetheless elects to enter into this Agreement.

Dated: November 1, 2012

Frank R. Brown IV



Dated: November 1, 2012

Quinn Emanuel Urquhart & Sullivan, LLP

06/28/2013