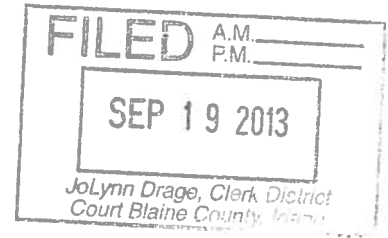


RECEIVED SEP 20 2013

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COPY

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, COUNTY OF BLAINE

LEONARD B. BARSHACK, an individual, and
ERIN P. SMITH, an individual,

Plaintiffs,

v.

TWITTER, INC., a Delaware corporation, and
SUN VALLEY COMPANY, a Wyoming
corporation,

Defendants.

CASE NO.: 13-cv-293

**ORDER GRANTING DEFENDANT
TWITTER, INC.'S MOTION TO
DISMISS FIRST AMENDED
COMPLAINT**

This matter, having come on for hearing on Defendant Twitter, Inc's ("Twitter") Motion to Dismiss Plaintiffs' First Amended Complaint pursuant to Rules 12(b)(6) and 12(b)(3) of the Idaho Rules of Civil Procedure, and the Court having considered the written and oral arguments of counsel and good cause appearing,

NOW THEREFORE, IT IS HEREBY ORDERED that Twitter's Motion to Dismiss is GRANTED for the reasons stated on the record in open court, and each of Plaintiffs' claims

against Twitter is dismissed with prejudice pursuant to Rule 12(b)(6) of the Idaho Rules of Civil Procedure for failure to state a claim. More specifically:

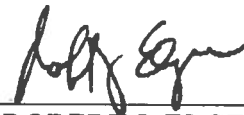
Count 1 (Injunctive Relief): There is no viable claim for injunctive relief against Twitter because injunctive relief is a remedy not a cause of action, and there is no viable cause of action upon which to base a request for the remedy of injunctive relief.

Count 2 (Breach of Contract): There is no viable claim for breach of contract against Twitter in light of the express language of Twitter's unambiguous Terms of Service.

Count 3 (Breach of Good Faith and Fair Dealing): There is no viable claim for breach of the implied covenant of good faith and fair dealing against Twitter because the implied covenant cannot be used to imply a contractual obligation that conflicts with the express language of the contract.

IT IS SO ORDERED

DATED this 13 day of September, 2013.



HON. ROBERT J. ELGEE
District Court Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19 day of September, 2013, I caused to be served a true copy of the foregoing document by the method indicated below, and addressed to each of the following:

<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivered <input type="checkbox"/> E-Mail	Erin P. Smith, Esq. P.O. Box 10160 Ketchum, ID 83340-8160
<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivered <input type="checkbox"/> E-Mail	Gary D. Slette, Esq. ROBERTSON & SLETTE, PLLC P.O. Box 1906 Twin Falls, ID 83303-1906
<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivered <input type="checkbox"/> E-Mail	Chad E. Nydegger, Esq. WORKMAN NYDEGGER 60 E. South Temple, Ste. 1000 Salt Lake City, UT 84111-1011
<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivered <input type="checkbox"/> E-Mail	David H. Kramer, Esq. WILSON SONSINI GOODRICH & ROSATI 650 Page Mill Rd. Palo Alto, CA 94304-1050
<input checked="" type="checkbox"/> U.S. Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Hand Delivered <input type="checkbox"/> E-Mail	Ned C. Williamson, Esq. WILLIAMSON LAW OFFICE, PLLC 115 Second Avenue South Hailey, ID 83333-8604

JOLYNN DRAGE
CLERK OF THE COURT

By 
Deputy Clerk