

# **EXHIBIT 21**

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# **EXHIBIT 22**

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①  
Providing web designer is finished by May 24, 2003

②

Providing web designer is finished by 7/2/12

(3) Providing web designer is finished by May 24 2003

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Providing web designer is finished by May 24, 2003

(5)

*Providing web design is finished by May 21 2009*



⑥ Providing web designer is finished by May 24 2003

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*Providing web*

*Proving well*



*Providing web designer is finished by May 24, 2003*

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# **EXHIBIT 23**

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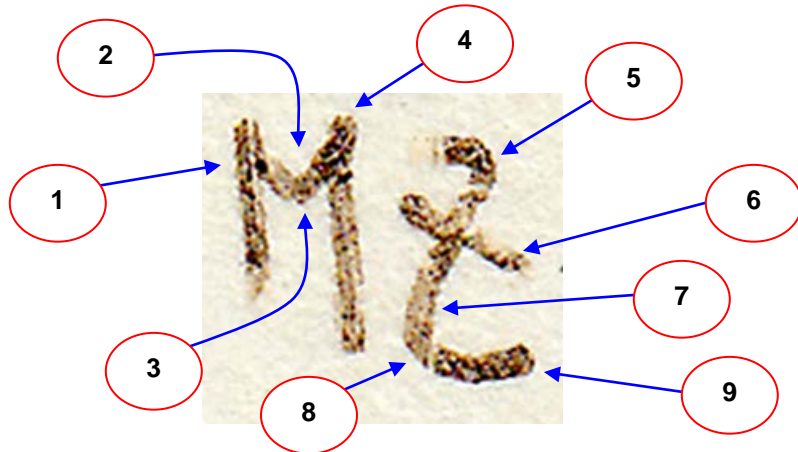
# **EXHIBIT 24**

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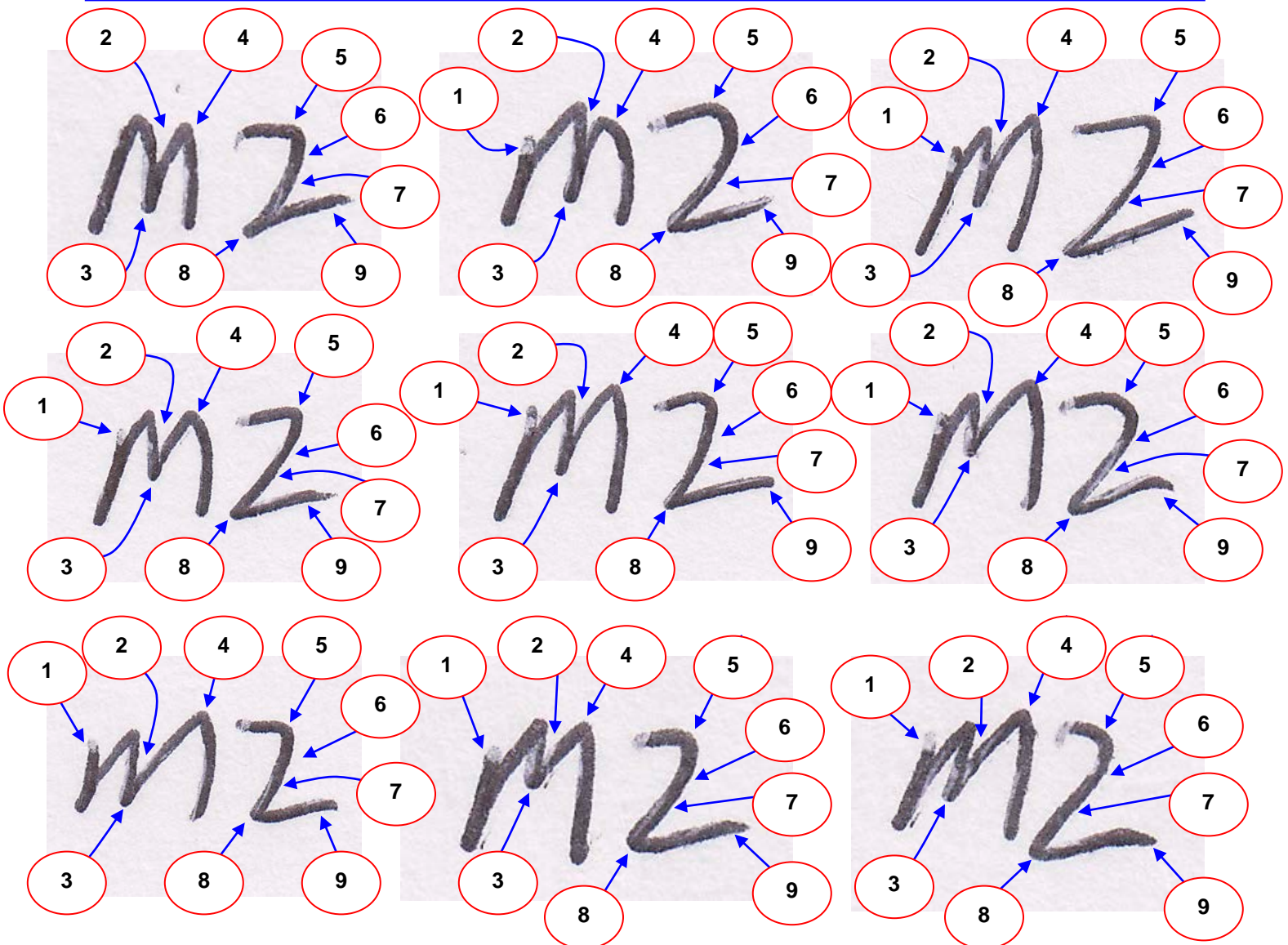
# **EXHIBIT 24**

# Questioned "Mark Zuckerberg" initials from page 1

Note the writing differences by comparing the corresponding numbers and arrows



## Known specimens by Paul Ceglia writing the "MZ" initials



# **EXHIBIT 25**

# **EXHIBIT 25**

# **EXHIBIT 25**



①

*Mark Zuckerberg*

Mark Zuckerman

3

Mark Zuckerberg

Mark Zuckerber

5

Mark Zuckerberg

Mark Zuckerberg

7.

*Mark Zuckerberg*

8.

*Mark Zuckerman*



9.

*Mark Zuckerberg*

A handwritten signature in black ink, reading "Mark Zuckerberg". The signature is written in a cursive, flowing style with a large initial 'M' and 'Z'.

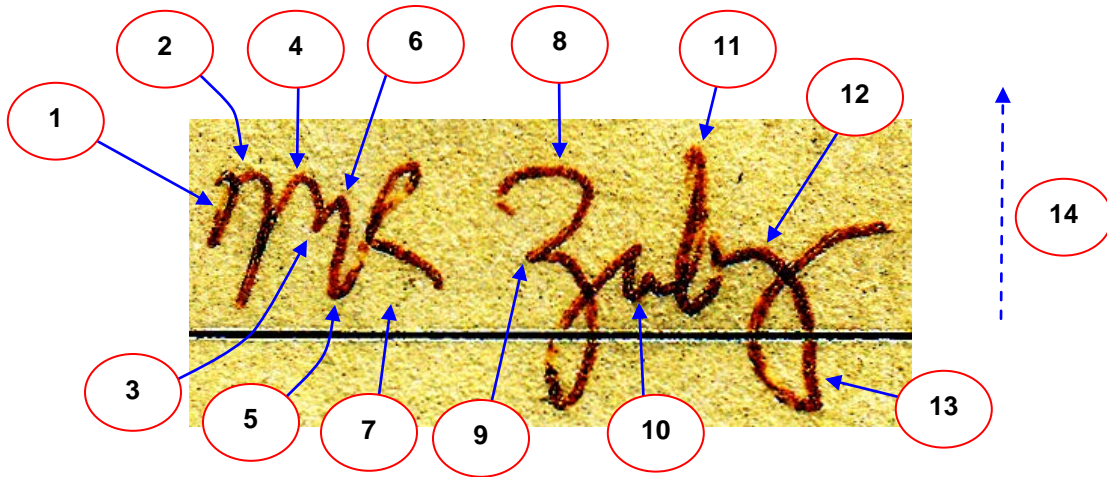
# **EXHIBIT 26**

# **EXHIBIT 26**

# **EXHIBIT 26**

## Questioned "Mark Zuckerberg" signature on Facebook Contract

Note the writing differences by comparing the corresponding numbers and arrows



## Known specimen signatures by Paul Ceglia writing "Mark Zuckerberg"

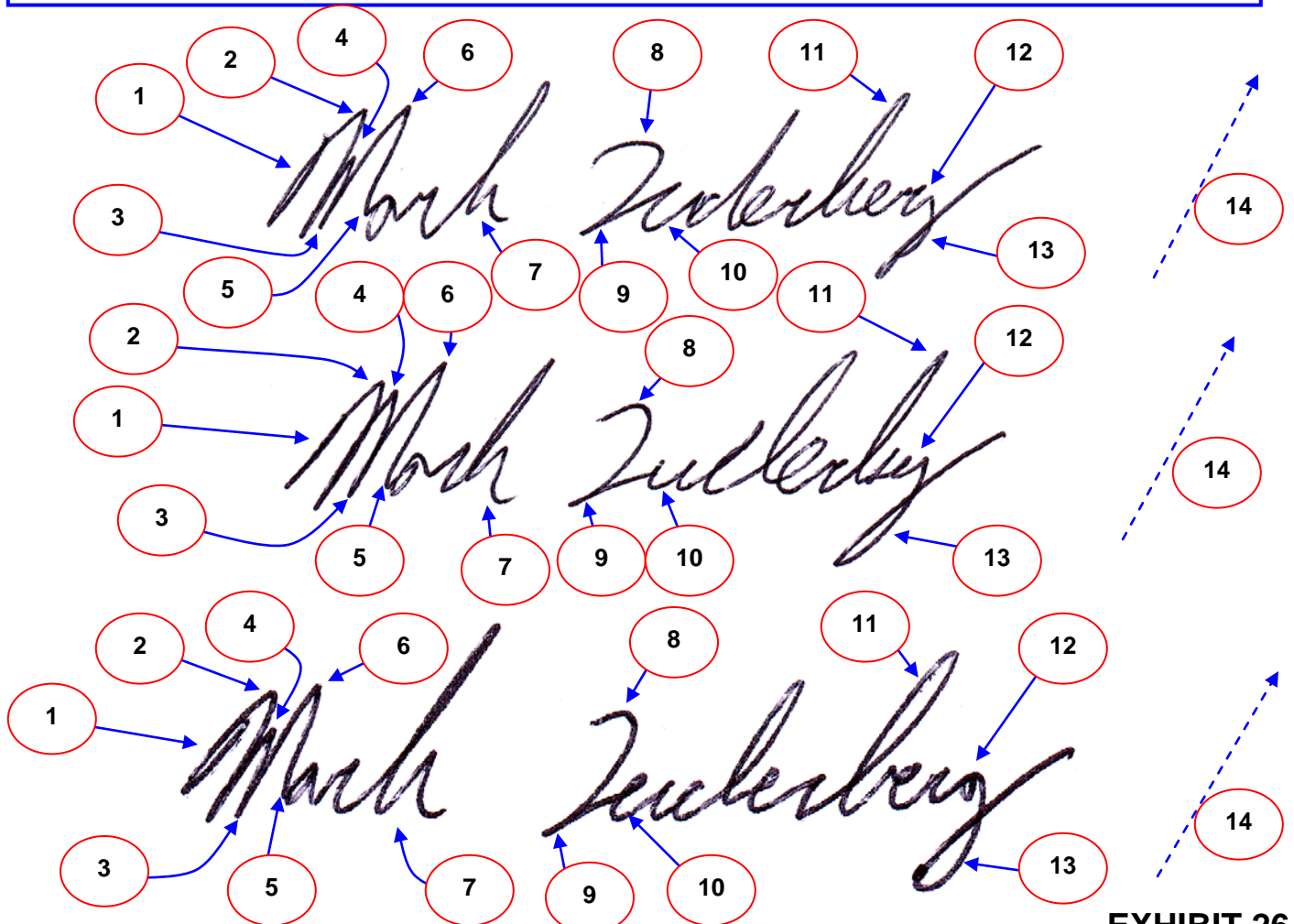


EXHIBIT 26.1



**BLANCO & Associates Inc.**

**Known specimen signatures by Paul Ceglia  
writing "Mark Zuckerberg"**

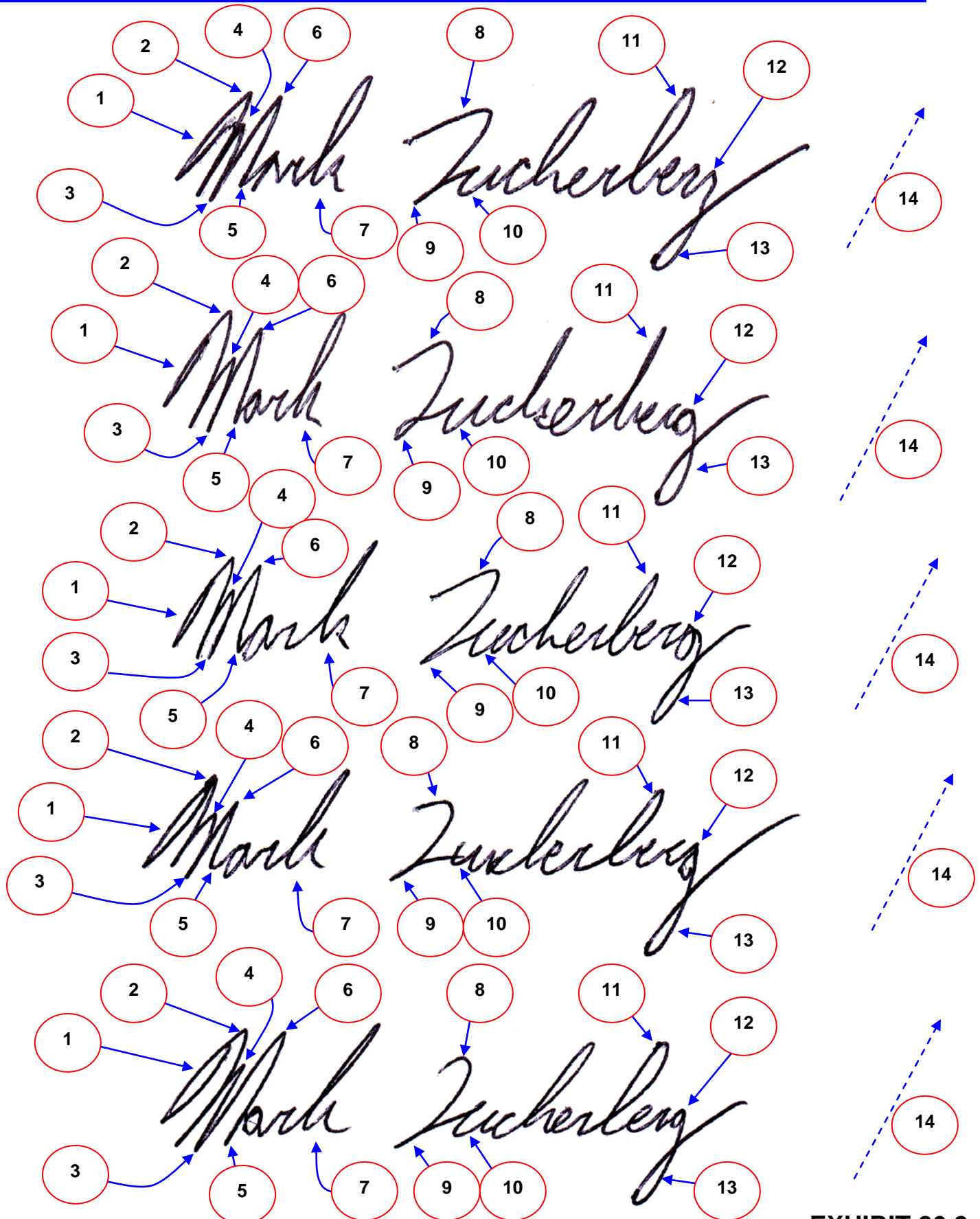


EXHIBIT 26.2



**BLANCO & Associates Inc.**

# **EXHIBIT 27**

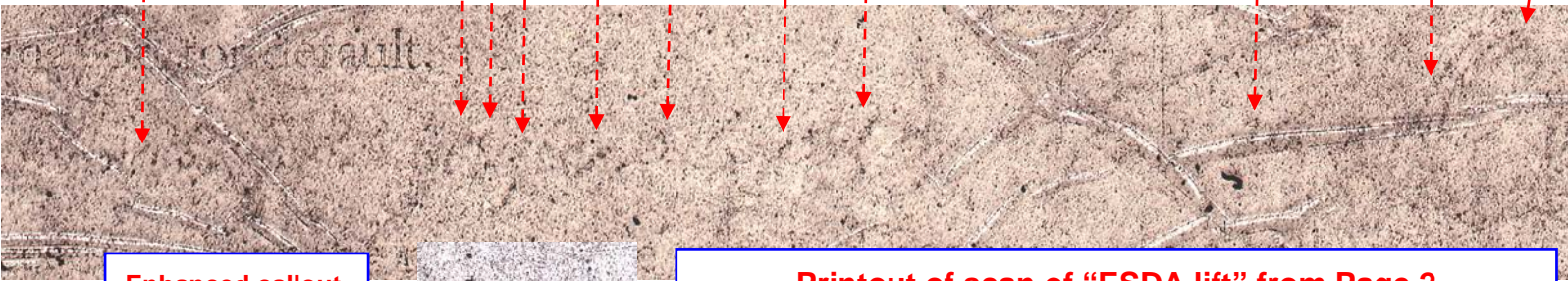
# **EXHIBIT 27**

# **EXHIBIT 27**

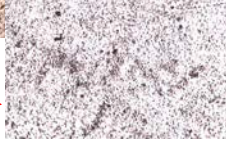
# Latent handwriting impression test using the "ESDA"

Crop from original Page 1 of Facebook Contract scan (rendered in black and white for comparison to "ESDA lift"); this is the image of the actual hand printing on Page 1

each day the project is delayed beyond that point.  
e agreed upon project due date if for the StreetFax software is  
Providing web design is finished by May 24, 2003  
on completion for the expanded project with working title



Enhanced callout  
of "esigner"  
from  
"Designer"



Printout of scan of "ESDA lift" from Page 2



# **EXHIBIT 28**

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Designation: E2291 – 03

## Standard Guide for Indentation Examinations<sup>1</sup>

This standard is issued under the fixed designation E2291; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon ( $\epsilon$ ) indicates an editorial change since the last revision or reapproval.

### 1. Scope

1.1 This guide provides procedures that should be used by forensic document examiners (Guide E444) for examinations and comparisons involving visualization and recording of indentations.

1.2 These procedures include evaluation of the sufficiency of the material available for examination.

1.3 The particular methods employed in a given case will depend upon the nature of the material available for examination.

1.4 This guide may not cover all aspects of unusual or uncommon examinations.

1.5 *This standard does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory requirements prior to use.*

### 2. Referenced Documents

2.1 *ASTM Standards:*<sup>2</sup>

E444 Guide for Scope of Work of Forensic Document Examiners

E1732 Terminology Relating to Forensic Science

E2195 Terminology Relating to the Examination of Questioned Documents

### 3. Terminology

3.1 *Definitions*—For definitions of terms in this guide, refer to Terminologies E1732 and E2195.

3.2 *Definitions of Terms Specific to This Standard:*

3.2.1 *direct contact, n*—two sheets of paper, one on top of the other, with no intervening sheets.

3.2.2 *electrostatic detection device (EDD), n*—an instrument used to visualize paper fiber disturbances (for example, indentations, erasures, typewritten material/lift off).

3.2.3 *film, n*—thin transparent plastic material that covers the item during an examination using an EDD.

3.2.4 *indentations, n*—latent or visible impressions in paper or other media.

3.2.5 *indirect contact, n*—two sheets of paper, one on top of the other, with one or more intervening sheets.

3.2.6 *lift, n*—the product of an EDD examination; a self-adhesive plastic sheet adhering to a film that preserves the results of an EDD examination.

3.2.7 *primary indentations, n*—impressions caused by the act of writing or other dynamic actions.

3.2.8 *secondary impression(s), n*—fiber disturbances caused by contact with the embossed side of indentations and not caused by the act of writing.

3.2.9 *side lighting, n*—illumination from a light source that is at a low angle of incidence, or even parallel, to the surface of the item. Syn. *oblique lighting*.

### 4. Significance and Use

4.1 When sheets of paper are in direct or indirect contact with one another, impressions on the top sheet can produce indentations on the sheet(s) below.

4.2 This guide establishes procedures for visualizing those indentations.

4.2.1 These procedures are essentially non-destructive; however, pencil writing and single-strike ribbon typing can be partially lifted from the document by EDD. Although this effect can be minimal, adequate documentation of such items should precede EDD.

4.3 Paper fiber disturbances caused by erasures or present in torn paper edges may be visualized using this guide.

4.4 Electrostatic detection device (EDD) examinations may be useful in developing other types of impressions on paper items (for example, typewritten material, shoeprints and latent prints).

4.5 The procedures outlined here are grounded in the generally accepted body of knowledge and experience in the field of forensic document examination. By following these procedures, a forensic document examiner can reliably reach an opinion concerning indentations.

<sup>1</sup> This guide is under the jurisdiction of ASTM Committee E30 on Forensic Sciences and is the direct responsibility of Subcommittee E30.02 on Questioned Documents.

Current edition approved April 10, 2003. Published June 2003. DOI: 10.1520/E2291-03.

<sup>2</sup> For referenced ASTM standards, visit the ASTM website, [www.astm.org](http://www.astm.org), or contact ASTM Customer Service at [service@astm.org](mailto:service@astm.org). For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.



## 5. Interferences

5.1 Certain items submitted for examination may have inherent limitations that can interfere with the procedures in this guide. Limitations should be noted and recorded.

5.2 The size, shape, density or condition of an item may make it unsuitable for the EDD portion of the procedure (for example, some book covers, large file folders and items that have been wet or damaged after indentations were made).

5.3 A complete examination involves the use of both the optical and EDD portions of the procedure. All indentations may not be revealed if the optical and EDD portions of the procedure are not conducted.

5.4 The results of prior storage, handling, testing, or processing may interfere with these procedures. Chemical processing for latent prints generally interferes with indentation examination results. Indentation examinations should be conducted prior to any chemical processing. Items should be handled appropriately to avoid compromising subsequent examinations (for example, with clean cloth gloves).

5.5 Items should be handled as little as possible prior to EDD examination to prevent contamination (for example, the introduction of latent prints and additional indentations). Improper handling (for example, rubbing the item surface with cloth gloves) may also impede EDD examination results.

5.6 EDD examination may yield secondary impressions as well as primary impressions. Caution should be taken when attempting to determine whether impressions are primary or secondary.

5.7 In some locations (that is, areas with low humidity), conducting an EDD examination without prior humidification of the document may impede examination results.

5.8 Periodically check the condition of the glass beads utilized in EDD examinations. They can deteriorate with use, affecting the quality of the developed EDD image.

5.9 Repeated processing with EDD can result in degraded images.

## 6. Equipment and Requirements

6.1 Light source(s) of sufficient intensity and appropriate form to be used for side lighting.

6.2 Electrostatic detection device (EDD).

6.3 Imaging or other equipment for recording observations as required.

6.4 Sufficient time and facilities to complete all applicable procedures.

## 7. Procedure

7.1 All procedures shall be performed when applicable and noted when appropriate. These procedures should be performed in the order given.

7.2 Examinations performed, relevant observations, and results shall be documented.

7.3 View the item being examined using side lighting that is directed at the item from various angles and directions. In some instances, the use of side lighting in a room with subdued light may provide better visualization of indentations.

7.3.1 Document any indentations observed.

7.3.2 If indentations are not observed, document the lack of visible indentations.

7.4 Determine whether the item is suitable for EDD examination.

7.4.1 If the item is not suitable, discontinue examination and report accordingly.

7.5 Each suitable item should be examined using an EDD.

7.5.1 The EDD shall be operated utilizing the instructions provided in the operating manual, laboratory procedures, and current technical research.

7.5.2 A control indentation shall be successfully developed and recorded on the day of examination. This control can be conducted prior to, or concurrently with, the EDD examination of the item(s).

7.5.2.1 If the control indentation is not successfully visualized, the problem shall be corrected before any further indentation examinations are conducted with that instrument.

7.6 Results of the EDD examination may be preserved by making a lift.

7.7 If no indentations are developed, the results will be documented or preserved, or both, according to laboratory policy.

NOTE 1—In situations where the developed results are faint or there is background interference, or both, results may be difficult to see. In such instances, the results should be lifted and evaluated using an appropriate background.

7.8 Lifts shall be maintained according to laboratory policy.

7.9 Evaluate and document results of the EDD examination.

7.10 If indentations or other images are visualized, conduct other examinations as appropriate.

## 8. Report

8.1 Conclusion(s), or opinion(s), or other finding(s) resulting from the procedures in this guide may be reached once sufficient examinations have been conducted.

8.2 The bases and reasons for the conclusion(s), opinion(s), or finding(s) should appear in the examiner's documentation and may also appear in the report.

8.3 Once examinations and evaluations have been completed, reports may include the following types of conclusion(s), opinion(s), or finding(s):

8.3.1 Whether indentations were observed.

8.3.2 Whether decipherable indentations were observed.

8.3.3 The text of deciphered indentations.

8.3.4 Information as to the source of indentations.

## 9. Keywords

9.1 electrostatic detection device (EDD); embossing; forensic science; indentations; questioned documents



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# **EXHIBIT 29**

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# 9

## INCIDENTAL MARKS AND OTHER SCIENTIFIC EXAMINATIONS

### INTRODUCTION

In other chapters, marks made by pens and other writing instruments, typewriters, and printing processes have been considered. These provide the information carried by the document, the reason for its existence. This chapter covers indented impressions, fingerprints, damage, and other marks that are incidental to the document's intended purpose but indicate its history. In addition, other matters of interest to the examiner of questioned documents not dealt with elsewhere are discussed. These are the examination of passports, envelopes suspected of having been opened and resealed, and the sequencing of crossed lines.

### INDENTED IMPRESSIONS

When writing is made on a piece of paper resting on others, it will leave impressions on the lower. The most obvious site of these is on the next-to-top sheet of the writing pad when the top page is being used, but there are many other situations where impressions of writing are found on underlying pages.

The discovery of indented impressions can be of great significance. A letter written on a pad of writing paper may begin with the address of the writer, and the impressions of this will remain on the paper underneath. If that page is subsequently used to write an anonymous letter or a demand note, it will carry on it an indication of its origins. Similarly, pieces of

INTERNATIONAL FORENSIC SCIENCE  
AND INVESTIGATION SERIES

ON

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NSIC BALLISTICS

# Scientific Examination of Documents Methods and Techniques

Third Edition

**David Ellen**



**Taylor & Francis**  
Taylor & Francis Group

Boca Raton London New York

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## PREFACE

Since the first edition published in 1989, and changes in the field of both in the introduction and in the techniques a to in this edition and forensic science journal In accordance with the used in this edition.

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# **EXHIBIT 30**

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*Second Edition*

# Scientific Examination of Questioned Documents

*Edited by*  
Jan Seaman Kelly  
Brian S. Lindblom



Taylor & Francis  
Taylor & Francis Group

Boca Raton London New York

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be faulty and some portions of the original writing may yet be discernible. These partial strokes or weak outlines of semiobliterated letters can be intensified and deciphered. All these obliterations by and large require a diversity of methods combining various techniques, experimentation, perseverance, and often a full measure of luck to ensure ultimate success.

### 27.5.1 Overwritings and Insertions

Documents may be changed by overwriting words and portions of sentences or by insertion of a character, word, sentence, or more. At times it is necessary to attempt to determine what was originally written. In other instances, it is necessary only to show that the changes were not made at the time of preparation of the document. Insertions in the form of interlineations may be very obvious, but if it can be shown that they were made with another writing instrument, by another writer, or on a different typewriter or printer, it can go a long way toward attacking the value of the present version.

Insertions may be disclosed by differences in the writing material or differences in the handwriting. Crowding of the inserted material compared to surrounding writing suggests an addition. Microscopic study is used to detect differences in ink or writing instruments. Intersecting strokes may disclose the wrong sequence. Using filters, ultraviolet and infrared, is a useful tool. Most of the methods discussed in previous sections may come into play in these problems as well.

Overwriting that is not very obvious may be established by disclosing double strokes. Strokes that are not a part of the letters of the overwritten words assume significance. If there is enough writing, it may be possible to show that there are writing characteristics of someone other than the person who prepared the balance of the document.

Cases of this nature are not common. They are more often found in manipulation of accounting records and check frauds (see color Figure 27.15 and color Figure 27.16 following p. 366). Occasionally, they are incidental issues in document problems of entirely different kinds. They do, however, represent another way that documents can be changed, and despite the obvious appearance, changes of this nature will arise from time to time as evidence in the case of one party to a litigation. They must be accurately evaluated.

Whole pages may be inserted in a multiple-page document. Their detection often depends upon study of binding marks (such as staple holes if the pages are assembled in this way) (see Figure 27.7), the paper for kind and size, the pen and ink, the printed text, or the pencils. Indentations on a following page may be the key.

## 27.6 Proof of an Unaltered Document

In the previous sections various techniques that may reveal alterations in documents were discussed. The question does arise, however, as to whether it is possible to establish that a document has not been altered and, if so, what procedures are necessary.

Proving that a paper is unaltered is a challenging problem.<sup>19</sup> It is an important one, however, since it is incumbent upon document examiners to be able to prove genuineness as well as fraud. This proof of genuineness is necessary to support the validity of certain disputed documents. Actually, the procedure involves not the application of any single test, but a consideration of all the applicable procedures to determine whether there has been an erasure, a substitution, or any other type of alteration in a document. In each instance,

the findings must be that no significant alteration has occurred that in any way would change the intended purpose of contents of the document. It is the cumulative evidence that establishes that the document is unaltered.

Therefore, depending upon how the document was prepared, the FDE must apply those tests that are appropriate to establish that there has been no significant erasure, or if there has been some minor erasure, that it is clear that such an act was merely to correct an error, such as a misspelling, made in the preparation of the document. To accomplish this requires the application of every appropriate test that could disclose the presence of an erasure, and each must show negative results. It is the combination of these tests that supports the conclusion that the document contains no erasures.

By the same token, tests that may reveal additions to the document must be considered, such as those showing the use of more than one writing instrument, the addition of typed or computer-generated text, or the insertion of material by an improper sequence of intersecting lines or lines with folds or perforations. With a handwritten document, was all the writing done with the same writing instrument and by the same writer, and is the document free from evidence of undue crowding of key material? Thus, in dealing with each specific page, the document examiner must be able to say that there is no evidence that a word, sentence, or paragraph had been added.

A further consideration in a multiple-page document is whether any pages may have been removed and others substituted, or new pages added into the document after execution. Such examinations, of course, involve consideration of the writing instrument, printer, paper, manner of binding, and presence of writing indentations that may have resulted from preparation of material on the previous page. There are the problems of determining whether the entire document was prepared at one time in a continuous manner, which involves considering the margins on page after page, the spacing between lines, the manner of handling paragraphs, and, if handwritten, whether there is an abrupt change in the quality of handwriting, which might suggest a different writing episode. In this way the FDE should be able to show that no evidence is present that suggests or establishes that the preparation of any page is inconsistent with any other pages.

Actually, an unaltered document is one that contains no erasures, no additions, and no substituted pages. To establish this situation in a positive and definite manner involves considering a great number of factors. There may be some instances even after considering all the elements in which the FDE is unable to say positively that the document is unaltered, but he or she can certainly point to the preponderance of the evidence that is inconsistent with any change. Thus, the physical facts found within the document itself many times govern just how positively this question can be answered.

## 27.7 Conclusions

Regardless of how a document is altered — whether it is by erasing, obliteration, or insertion of new matter — it is vital to those who stand to be defrauded that all of the evidence contained within the document itself be brought to light. The extent to which this internal evidence can be extracted has been indicated and the limitations frankly discussed. Despite occasional inadequacies, these techniques are more often potent tools by which fraud can be revealed and, in a number of problems, the facts set forth.

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erasing, obliteration, or efrauded that all of the nt. The extent to which the limitations frankly more often potent tools e facts set forth.

The need to establish that a document has not been altered may involve a complex study. There is no single, simple test. All potential tests for showing that something has been erased, added, or modified in any way must be applied. When the combined results reveal no change, it can be stated that there is no evidence to support that this document was altered.

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# **EXHIBIT 31**

# **EXHIBIT 31**

# **EXHIBIT 31**



# Page 1 of Facebook Contract (rendered in red) showing area of staple holes & location of the hand printed interlineation

## "WORK FOR HIRE" CONTRACT

### SECTION 1- GENERAL PROVISIONS

#### 1. Definitions

The following terms have the meaning specified when used herein:

PURCHASER - Paul Ceglia

CONTRACTOR/SELLER - Mark Zuckerberg, his agents, employees, suppliers, or sub-contractors, furnishing materials equipment, or services.

CUSTOMER - StreetFax LLC the entity contracting for construction or other services from the Purchaser or which the goods and/or services provided hereunder are for incorporation into the work or are required to facilitate completion of Purchaser's contract with such entity.

PRIME CONTRACT - This contract between Purchaser and Seller.

#### 2. Entire Agreement

The contract between the Purchaser and Seller as a Purchase agreement and "work made for hire" reflects two separate business ventures, the first being for the work to be performed directly for the StreetFax Database and the Programming language to be provided by Seller.

Second it is for the continued development of the software, program and for the purchase and design of a suitable website for the project Seller has already initiated that is designed to offer the students of Harvard university access to a website similar to a live functioning yearbook with the working title of "The Face Book"

It is agreed that Purchaser will own a half interest (50%) in the software, programming language and business interests derived from the expansion of that service to a larger audience.

#### 3. Payment Terms

No insurance or premium charges or price increases will be allowed unless authorized by Purchaser in writing. No increase in price from that stated on the face hereof will be considered throughout the duration of the order.

The Agreed upon Cost that the Seller and the Buyer have agreed upon are as follows: Buyer agrees to pay the seller the Sum of \$1000 a piece for the work to be performed for Streetfax and \$1,000 for the work to be performed for "The Page Book".

Late fees are agreed to be a 5% deduction for the seller if the project is not completed by the due date and an additional 1% deduction for each day the project is delayed beyond that point.

The agreed upon project due date for the StreetFax software is May 31, 2003. *Project web design is finished by May 27, 2003* HZ  
The agreed upon completion for the expanded project with working title "The Face Book" shall be January 1 2004 and an additional 1% interest in the business will be due the buyer for each day the website is delayed from that date.

Additional funds may be provided for either project on an as needed basis at the sole discretion of the Buyer.

#### 4. Changes

a) BY PURCHASER - Purchaser agrees that no further revision shall be implemented until or unless approved by the seller. Those revisions shall be transmitted for written approval to seller.

b) BY SELLER - The Seller agrees that no further revision shall be implemented until or unless approved by Buyer. Those revisions shall be transmitted for written approval to the Street Fax Purchasing Department.

#### 5. Purchaser's Property/Seller's Responsibility

For the StreetFax database Buyer agree to pay for and maintain the cost of upkeep for the servers needed for it's operation.

For "The Face Book" Seller agrees to maintain and act as the sites webmaster and to pay for all domain and hosting expenses from the funds received under this contract, and Seller agrees that he will maintain control of these services at all times.

Data, drawings, tooling, patterns, materials, specifications, and any other items or information supplied to Seller under this order are the property of the Purchaser and must be returned upon completion of this order. Such items or information are to be used solely in the performance of the work by the seller and shall not be used or disclosed for any other purpose whatsoever without Purchaser's prior express written consent.

#### 6. Settlement of Controversies

In the event that this purchase order is for materials or equipment which is excluded from this Prime Contract, and in the case of disputes between the Purchaser and the Customer or between the Purchaser and the Seller regarding materials or equipment to be furnished by the Seller, the Seller agrees to be bound to the same extent that the Purchaser is bound by the terms of the Prime Contract, and by any and all decisions and determinations made thereunder, provided that the Seller shall have the right to participate in the settlement of any dispute to the extent that the Seller will be affected thereby.

No interest shall accrue on any payment(s) otherwise due the Seller, which is withheld or delayed as a result of any such dispute, except to the extent that the Purchaser is ultimately paid interest on monies due the Seller. The Seller shall not be held liable if the Seller follows instructions of the Purchase and it is later determined that the Purchaser's instructions were not in compliance with the terms and specifications of the Prime Contract. Pending final disposition of a dispute hereunder, the Seller shall carry on the work unless otherwise agreed in writing by the purchaser.

In all instances the final authority should rest with the final Specifications.

#### 7. Patent Indemnity

Purchaser hold seller harmless for an infringement sellers work may constitute on patents held by and third party that result from the direct request for the work made by purchaser in this "work made for hire" agreement.

The Seller hereby agrees to be responsible for all claims against the Purchaser of the Customer for alleged infringement of patents by reason of the Purchaser's or Customer's possession, use, or sale of any materials or equipment furnished hereunder by the Seller or by reason of the performance of any work hereunder by the Seller. The Seller agrees to defend at it's sole expense all suits against the Purchaser and/or the Customer and to save and hold harmless the Purchaser and the Customer from and against all costs, expensed, judgements, and damages of any kind which the Purchaser or the Customer may be obliged to pay or incur by reason of any such alleged or actual infringement of a patent or patents. The Purchaser and the Customer agree to render whatever assistance it reasonable can in the way of information and access to records for the defense of any such suit. This indemnity shall not extend to alleged or actual infringements resulting from the Seller's compliance with the Purchaser's or Customer's design, instructions, processes, or formulas provided, however, that the Seller agrees to be responsible if it is reasonable to assume the the Seller should have been aware of a possible alleged or actual infringement resulting from the Purchaser's or Customer's design, instructions, processes, or formulas and fails to notify the Purchasers of such possibility.





**Page 2 of Facebook Contract (black and white) showing area of staple holes & location of where the latent hand printed interlineation was found**

#### 8. Assignment of Subcontracting

Neither this order nor any rights, obligations, or monies due hereunder are assignable or transferable (as security for advances or otherwise) without the Purchaser's prior written consent, and except as to purchases of raw materials or standard commercial articles or parts, the Seller shall not subcontract any major portion of the work encompassed by this order without the Purchaser's prior written approval. The Purchaser shall not be required to recognize any assignment or subcontract made without its prior written consent.

The buyer accepts that there will be two other subcontractors working on this project their work will be accepted provided a noncompete and "work made for hire agreement" are in place.

#### 9. Proprietary Rights

It is acknowledged that this is a work made for hire agreement and that all Intellectual property rights or patent rights are that of StreetFax Inc. All code in portion or in its complete form remain the property of StreetFax Inc. If the items to be supplied hereunder have been designed in accordance with specifications or data furnished or originated by the Purchaser or its Customer, such items shall not be reproduced except with the approval of the Purchaser and, as applicable, its Customer and all drawings, photographs, data, software, and other written material or information supplied in connection therewith shall at all times remain the property of the Purchaser or its Customer and be returned promptly upon request at the completion, termination or cancellation of this order. In the event that StreetFax defaults on its payment terms rights would be granted to seller.

#### 10. Termination

A. DEFAULT – The Purchaser may terminate this order or any part thereof by written notice if the Seller:

- fails to make deliveries or to complete performance of its obligations hereunder within the time specified or in accordance with the agreed schedules unless such failure is due to acts of God, strike or other causes which are beyond the control of the Seller.
- Fails to comply with the terms and conditions of the purchase order and does not cure such failure within a period of ten (10) calendar days after written notice thereof.
- Makes an assignment for the benefit of creditors without prior written consent of the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors.

Should the Purchaser elect to terminate for default, the Purchaser may take possession of all or any of the items to be supplied hereunder which are in the Seller's possession without regard to stage of completion and may complete or cause the work to be completed on such items or may manufacture or procure similar items. Any additional costs or expense incurred by the Purchaser over and above the original purchase price from the Seller plus freight costs shall be for the account of the Seller.

In all events, the Purchaser shall not be or become liable to the Seller or any third party claiming through or under the Seller for any portion of the price of any items that Purchaser elects not to accept following notice of termination for default.

#### 11. Liens

The Seller agrees to deliver the items to be supplied hereunder free and clear of all liens, encumbrances, and claims of laborers or material men and the Purchaser may withhold payment pending receipt of evidence in form and substance satisfactory to it of the absence of such items, claims and encumbrances.

#### 12. Governing Law

This Purchase Order and any material relating thereto shall be governed by the laws of the state in which the Purchaser's office that issues the order is located.

#### 13. Recovery of Damages

If the Seller should recover any damages as a result of antitrust violations in any manner due to price fixing on the part of another manufacturer or Seller, the Seller shall pay over to the Purchaser any damages the Purchaser has suffered as a result of the same price fixing within a reasonable time after the damages are recovered by the Seller.

#### 14. Notice of Labor Disputes

a) Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, the Seller shall immediately give notice thereof, including all relevant information with respect thereto, to the Purchaser.

b) The Seller shall insert the substance of this clause including this paragraph (b) in any subtier supply agreement hereunder as to which a labor dispute may delay the timely performance of this order except that each such subtier supply agreement shall provide that in the event its timely performance is delayed or threatened by delay by an actual or potential labor dispute, the subtier Seller shall immediately notify its next higher tier Seller or Sellers, as the case may be, of all relevant information with respect to such dispute.

#### 15. Indemnity Requirements for Contractors/Seller

Contractor/Vendor shall defend, indemnify and save Street Fax from any and all claims, suits, losses, damages, or expenses, whether caused or contributed to by the negligence of Street Fax, its agents, or employees, or otherwise, on account of injuries to or death of any and all persons whomsoever, including the Contractor/Vendor, subcontractors, employees of Contractor/Vendor, the subcontractor, and of Street Fax and any and all damage to property to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the parties hereto arising or growing out of, or in any manner connected with the work performed under this contract, or caused or occasioned, in whole or in part by reason of or arising during the presence of the person or of the property of Contractor/Vendor, subcontractors, their employees, or agents upon or in proximity to the property of Street Fax Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Street Fax.

#### 16. Publicity

Seller shall not publish photographs or articles, give press releases or make speeches about or otherwise publicize the existence or scope of this Purchase Order, or any generalities or details about this Purchase Order without first obtaining the written consent of Buyer.

#### 17. Seller's Disclosure

Any information relating to the Seller's designs, manufacturing processes or manufactured products which the Seller may disclose to the Buyer in connection with the performance of the contract may be used by the Buyer for any purpose relating to the contract and to its performance without liability therefor to the Seller.

#### 18. General Notes

Seller shall reference this purchase order number on all documents and/or correspondence related to this order.

The signatures below will execute this contract.

Buyer – Paul Ceglia, StreetFax

Seller – Mark Zuckerberg









# **EXHIBIT 32**

# **EXHIBIT 32**

# **EXHIBIT 32**

## Left Margin Positioning of Interlineations Facebook Contract vs. Street Fax document

### Facebook Contract document Interlineation indented 15 characters

1

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15

Late fees are agreed to be a 5% deduction for the seller if the project is not completed by the due date and an additional 1% deduction for each day the project is delayed beyond that point. The agreed upon project due date if for the StreetFax software is May 31, 2003. *Providing web design is finished by May 27, 2003* MZ

The agreed upon completion for the expanded project with working title "The Face Book" shall be January 1 2004 and an additional 1% interest in the business will be due the buyer for each day the website is delayed from that date.

7. E  
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2

1 2 3 4

### Street Fax Document Interlineation indented 4 characters

a 5% late fee per month on the balance owed the seller and further agree to pay a minimum of \$2,000 per month to seller or acknowledges that failure to comply will result in the seller having the right to offline the site Streetfax.com and remove his program.

The Agreed upon project due date is May 31, 2003.

*Providing web design has finished by May 27, 2003* MZ

4. Changes

a) BY PURCHASE - Purchaser agrees that no further revision shall be implemented until or unless approved by seller. These revisions shall be transmitted for written approval to seller.

b) BY SELLER - The Seller agrees that no further revision shall be implemented until or unless approved by Street Fax. These



# **EXHIBIT 33**

# **EXHIBIT 33**

# **EXHIBIT 33**

## Latent handwriting comparison to printed text

Crop from original Page 1 of Facebook Contract scan. Note how "PC" is positioned higher than the main line of hand printed text as indicated by the dashed red line that rises.

each day the project is delayed beyond that point.  
The agreed upon project due date for the StreetFax software is  
Providing web design is finished by May 24, 2003  
on completion for the expanded project with working title

PC

Printout of scan of "ESDA lift" from page 2 of Facebook Contract scan. Note how "PC" is positioned higher than the main line of hand printed text, the same as the visible text from Page 1.

ESDA lift of the text from page 1 of the Facebook Contract scan. The "PC" initials are positioned higher than the main line of hand printed text, as indicated by the dashed red line that rises.

Crop from the best available scan of the STREET FAX image. However, one can observe that the "PC" initials are positioned much lower than the interlineation from page 1 of the Facebook Contract- more evidence that it was the hand printing from page 1 of the Facebook Contract that created the latent image on page 2, not the STREET FAX interlineation.

to offline the site Streetfax.com and remove his program.  
The agreed upon project due date is May 31, 2003  
Providing web design is finished by May 24, 2003  
Changes

PC



# **EXHIBIT 34**

# **EXHIBIT 34**

# **EXHIBIT 34**



TEST REPORT

December 13, 2011  
Page 1 of 2  
IPS FI 02956-11

Report to: Larry Stewart  
Stewart Forensic Consultants  
793 A East Foothill Blvd.  
San Luis Obispo, CA 93405

Sample identification: 2 Vials

Date received: November 1, 2011

Test requested: Fiber Identification

Purchase Order: Credit Card

**Report of Fiber Analysis**

Enclosed are the results of the analysis performed on the sample we received with your Test Services Request Form.

If you have any questions concerning this work, please do not hesitate to contact us.

Authorized By: Gregory J. Fox Signed Walter J. Rantanen  
Gregory J. Fox  
Lab Manager  
Walter J. Rantanen  
Technical Leader, Fiber Science  
(920) 749-3040 Ext. 127

WJR/jml

Report to Stewart Forensic Consultants  
IPS FI 02956-11

December 13, 2011  
Page 2 of 2

### Fiber Identification

The paper samples did not have any detectable mechanical (high lignin) pulp fibers which would be effected by photodegradation from UV light. There is a strong UV fluorescence in both samples, which indicates optical brightening agents. In the small punch outs, significant fluorescence differences were not detected. It could not be determined if these samples were effected by contact with UV light, but long exposure to UV light has been known to lower the whiteness of paper. A noticeable particulate material was observed on one side of the punch outs. This particulate may also affect the UV fluorescence of paper. The main inorganic substance in these particulates was found to be iron. The EDS spectra are enclosed. The nature of this material implies contact on one surface of the papers.

Spot tests show the same consistent reactions for starch and pH levels between the two samples. The fiber content of the two vials is consistent with coming from the same mill and production run.

Table 1. Fiber Identification of Vial 7

---

Hardwood Bleached Kraft – Principally Redgum and Oak with some Blackgum, Yellow-Poplar, Cherry, Southern Magnolia  
Softwood Bleached Kraft – Hard Pine (Except Red & Pine)

---

Table 2. Fiber Identification of Vial 9

---

Hardwood Bleached Kraft – Principally Oak and Redgum with some Yellow-Poplar, Blackgum, Cherry  
Softwood Bleached Kraft – Hard Pine (Except Red & Pine)

---

Method: TAPPI Test Method T 401 om-03 "Fiber Analysis of Paper and Paperboard."

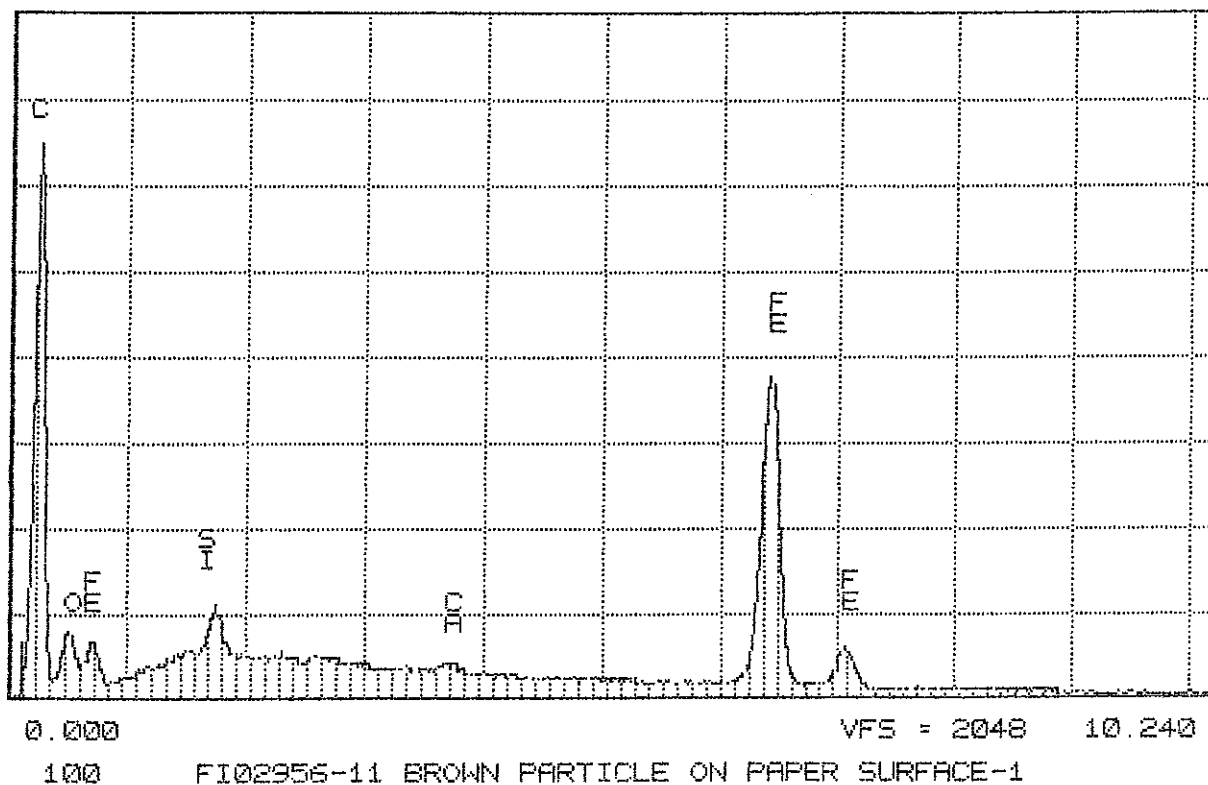
Analyzed by WJR  
Quality review by JML, KTM  
Date(s) of testing November 8, 2011

Notes: These results relate only to the item(s) tested. This test report shall not be reproduced, except in full, without written consent of IPS. See the TAPPI test method(s) cited for estimates of measurement uncertainty.

INTEGRATED PAPER SERVICES, INC.

WED 23-NOV-11 16:53

Cursor: 0.000keV = 0

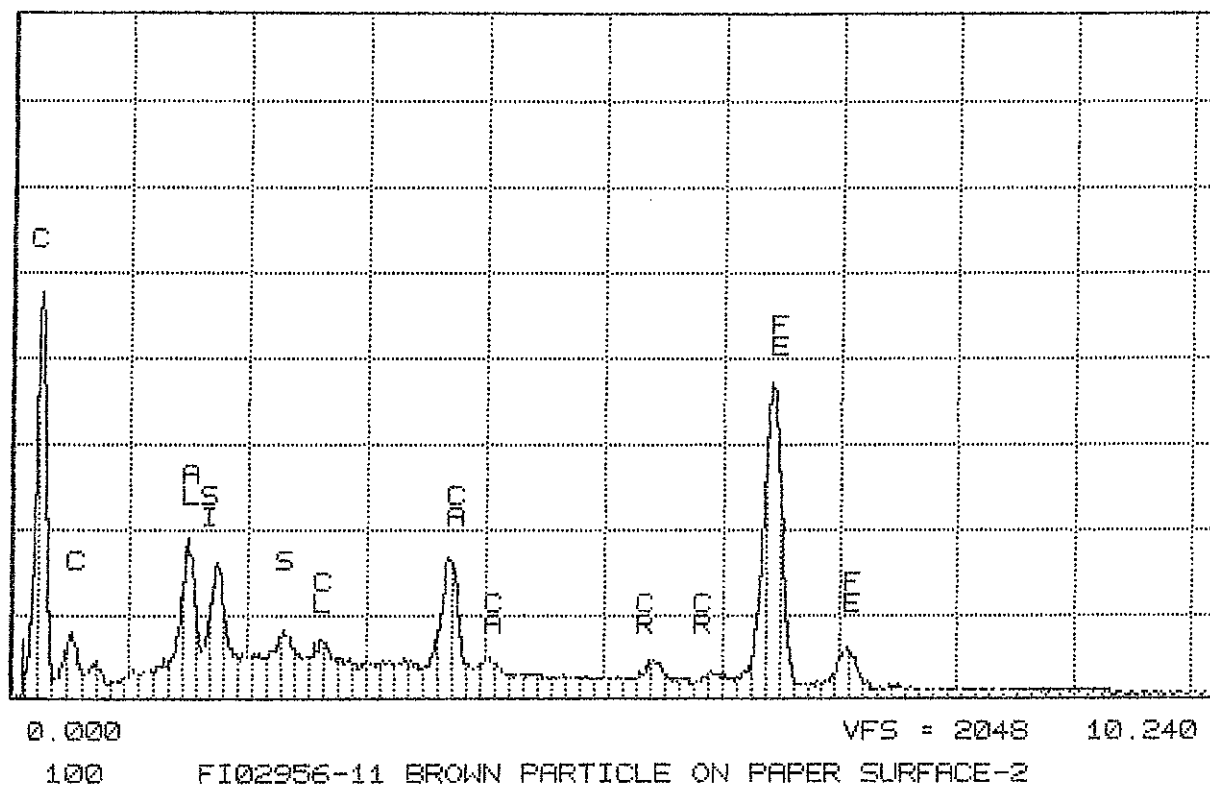




INTEGRATED PAPER SERVICES, INC.

WED 23-NOV-11 16:51

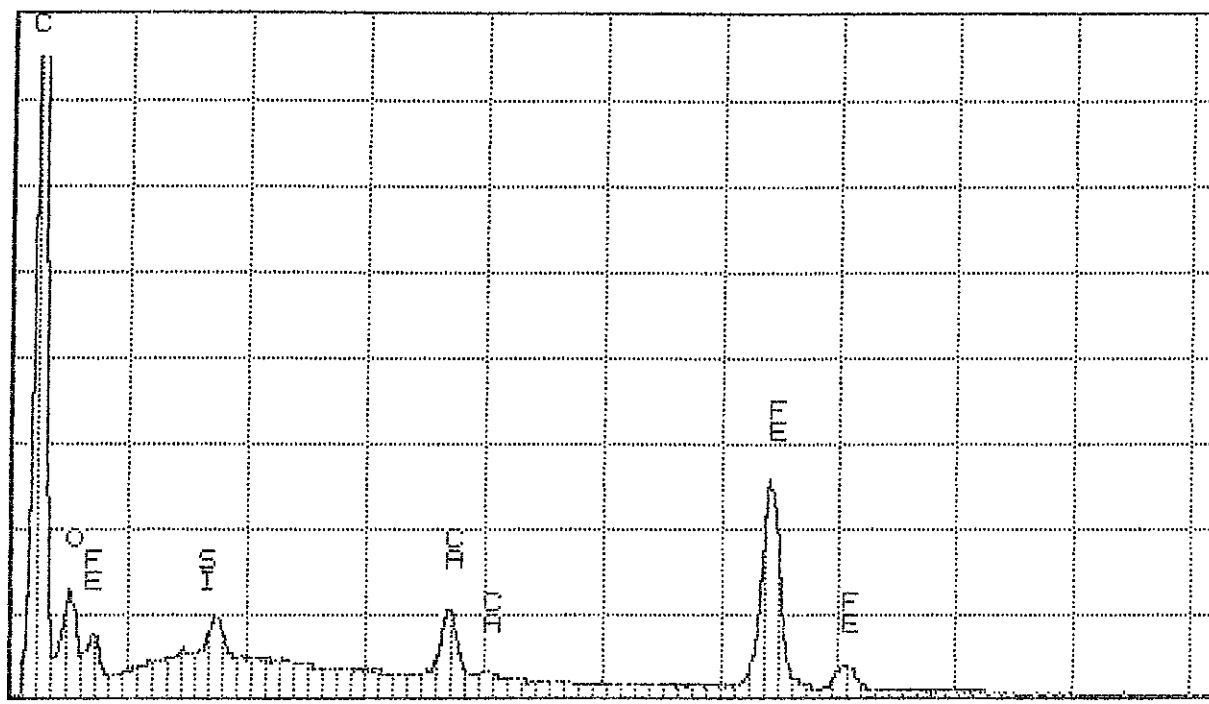
Cursor: 0.000keV = 0



INTEGRATED PAPER SERVICES, INC.

WED 23-NOV-11 16:46

Cursor: 0.000keV = 0



0.000

VFS = 4096

10.240

100

FI02956-11 BROWN PARTICLE ON PAPER SURFACE-3

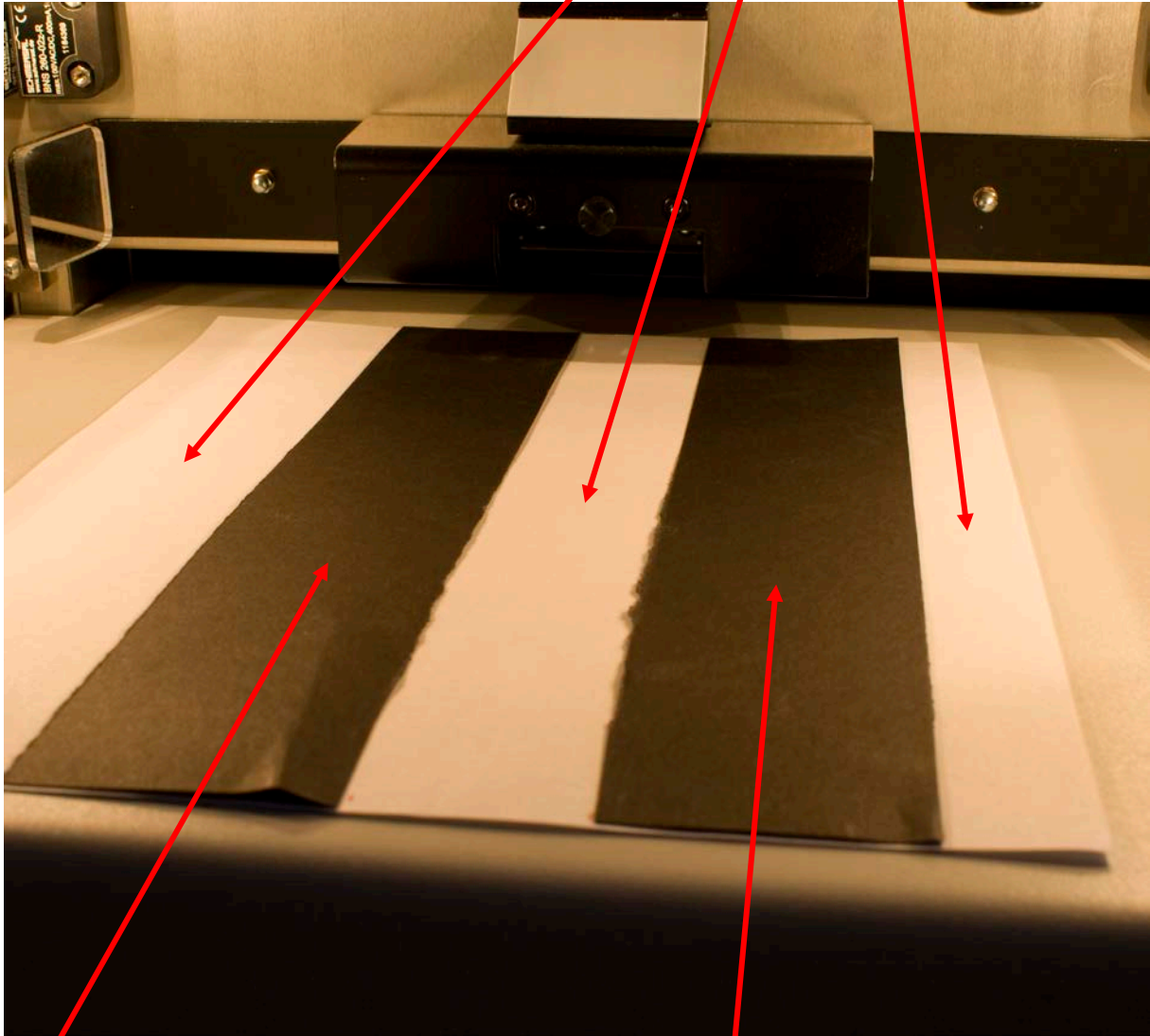
# **EXHIBIT 35**

# **EXHIBIT 35**

# **EXHIBIT 35**

## Test using VSC4: New office paper exposed to UV light

These areas were exposed to light resulting in damage to the document

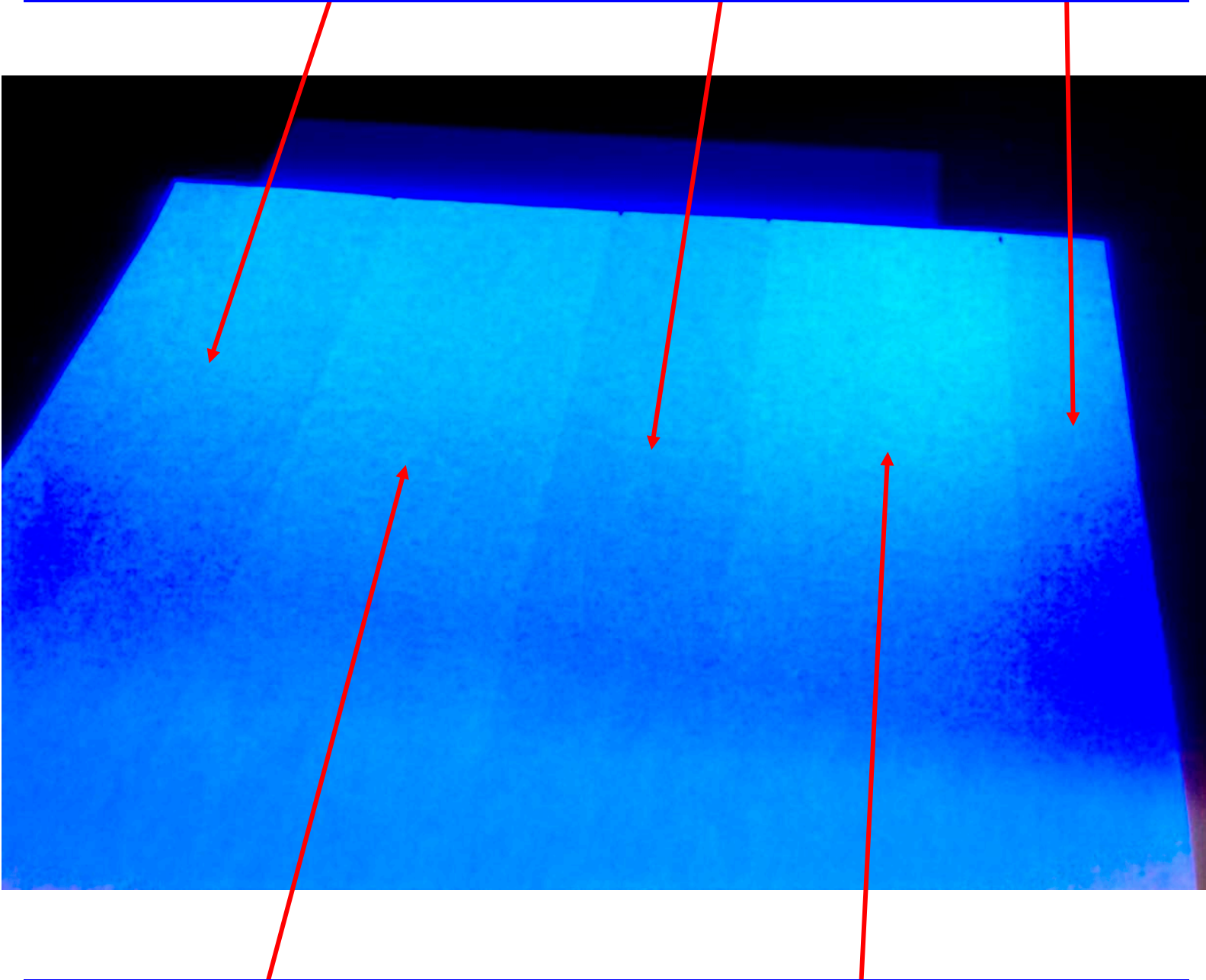


These areas were covered by wide strips of black heavy stock paper and were not exposed to light



## Test using VSC4: New office paper exposed to UV light

These areas were exposed to light resulting in damage to the document



These areas were covered by wide strips of black heavy stock paper and were not exposed to light- note their lighter appearance



# **EXHIBIT 36**

# **EXHIBIT 36**

# **EXHIBIT 36**

# foster+freeman



## VSC4Plus

## Video Spectral Comparator

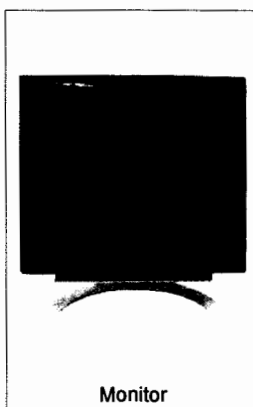
## User Manual 01

## Overview of Hardware

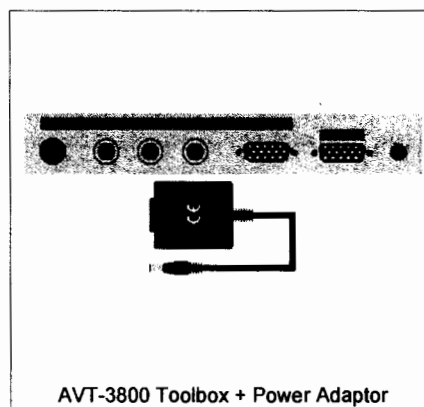
## Overview of Hardware



VSC4Plus Main Unit



Monitor



AVT-3800 Toolbox + Power Adaptor

**Monitor**

Dimensions and appearance of monitors may vary according to availability and user requirements. Refer to the Instruction Manual supplied by the Manufacturer for further details.

The Main Image (p. 9) is displayed on a PC Monitor via the AVT-3800 Toolbox (see below). See also Lamp & screen saving (p. 11), Settings Display (p. 10).

**AVT-3800 Toolbox**

The AVT-3800 Toolbox converts the video output from the VSC4Plus Main Unit into a form suitable for display by the Monitor: see AVT-3800 Settings (p. 8).

**VSC4Plus Main Unit**

See also Control Panel (p. 11).

**Canopy**

The canopy contains the Video Camera (p. 6), Light Sources for Illumination Modes A and C (p. 4), Camera Filters and Spotlamp Filters (p. 16). Hinged front and side flaps exclude ambient light and protect the operator from hazardous radiation: see Safety Interlocks (below).

A fixed, flexible flap is fitted at the rear of the canopy.

**Safety Interlocks**

The canopy flaps are electrically interlocked to prevent the operation of potentially hazardous UV sources unless they are properly lowered.

⚠ See Safety Information: UV-254 & UV-313 (p. viii).

**Document Platen**

Documents for examination are placed (normally face uppermost) on the Document Platen (width x depth = 370 mm x 350 mm) under the canopy. Larger documents can extend under the hinged flaps or through the flexible rear flap.

**Translight Panel**

A Translight Panel (130 mm x 100 mm) of translucent material is set into the centre of the Document Platen below which are mounted the Light Sources for Illumination Mode B (p. 4).

**Illumination Mode**

Illumination Mode		Type of Viewing	Types of Visual Contrast (p. 2)
<b>A</b>	Above Document	Reflected or back-scattered light	Reflectance Contrast, Fluorescence
<b>B</b>	Below Document	Transmitted or forward-scattered light	Transmittance Contrast, Fluorescence
<b>C</b>	Coaxial with Camera	Retro-reflected light	Angular Contrast
<b>D</b>	Side of Document	Shadow	
<b>E</b>	Above Document	Diffraction light	



**PLEASE READ THIS INFORMATION BEFORE USING THE EQUIPMENT FOR THE FIRST TIME**

Do not look directly at any of the Light Sources whilst they are active.

**UV Radiation**

**UV-365**



**CAUTION**  
Do not view UV lamps directly



Do not look directly at any of the long wavelength (365 nm) UV tubes whilst they are active: see Canopy Lamps and Base Lamps (p. 27).

**UV-254 & UV-313**

Exposure to radiation from these sources can be hazardous to both eyes and skin.



**DO NOT**  
Tamper with interlocks



**DANGER**  
UV Radiation



Do not attempt to defeat the Safety Interlocks (p. 4).

Do not install UV-313 tubes in holders intended for UV-254 tubes or vice versa: see Canopy Lamps (p. 26).

**Thermal**



**DO NOT**  
obstruct ventilation



**CAUTION**  
Hot



The Light Sources (p. 5) generate heat which is removed by convective and fan-assisted ventilation

Do not obstruct the ventilation ports or the air flow around them.

Do not attempt to replace lamps without first allowing the lamps to cool: see Replacing the Lamps (p. 23).

# **EXHIBIT 37**

# **EXHIBIT 37**

# **EXHIBIT 37**

# Facebook Contract / "WORK FOR HIRE" CONTRACT

## Page 1- crimp/divot/gouge marks

