

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

Document Scanning Lead Sheet

Oct-19-2015 11:23 am

Case Number: CGC-15-548503

Filing Date: Oct-19-2015 11:07

Filed by: RONNIE OTERO

Juke Box: 001 Image: 05120128

COMPLAINT

PAUL A. ARGENTIERI VS. MARK ELLIOT ZUCKERBERG ET AL

001C05120128

Instructions:

Please place this sheet on top of the document to be scanned.

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

Mark Elliott Zuckerberg, Facebook, Inc., Colin Stretch, and Does 1
Through 50

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

Paul A. Argentieri

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): San Francisco Superior Court
400 McAllister Street
San Francisco, CA 94102

CASE NUMBER:
(Número del caso): **CG0 15 548503**

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):
Joseph M. Alioto, Alioto Law Firm, One Sansome Street, 35th Fl, San Francisco, CA 94104, 415-434-8900

DATE: **OCT 19 2015**
(Fecha)

Clerk of the Court **Bonnie Oriaga** Deputy
(Secretario)

(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):
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):
- by personal delivery on (date):

BY FAX

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joseph M. Alioto (SBN 42680) Alioto Law Firm One Sansome Street, 35th Floor San Francisco, CA 94104 TELEPHONE NO.: 415-434-8900 FAX NO.: 415-434-9200 ATTORNEY FOR (Name): Paul A. Argentieri	FOR COURT USE ONLY FILED SAN FRANCISCO COUNTY SUPERIOR COURT 15 OCT 19 AM 11:25 CLERK OF THE COURT BY: _____ DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center Courthouse	CASE NAME: Paul A. Argentieri v. Zuckerberg, et al.
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: CGC 15 548503 JUDGE: DEPT:	

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 <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input checked="" type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> 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. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> 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): Defamation Per Se and Conspiracy to Commit Defamation Per Se
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: October 19, 2015
Joseph M. Alioto

(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.

BY FAX

FILED
SAN FRANCISCO COUNTY
SUPERIOR COURT
15 OCT 19 AM 11:24
BY: CLERK OF THE COURT
DEPUTY

ALIOTO LAW FIRM
Joseph M. Alioto, SBN 42680
One Sansome Street, 35th Floor
San Francisco, CA 94104
Telephone: 415-434-8900
Facsimile: 415-434-9200
Email: jmliller@aliotolaw.com

Attorneys for Plaintiff

(Other Counsel Following Signature Page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR
THE COUNTY OF SAN FRANCISCO**

PAUL A. ARGENTIERI,)
)
) Plaintiff,)
)
) vs.)
)
)
)
) MARK ELLIOT ZUCKERBERG,)
) FACEBOOK, INC., COLIN STRETCH,)
) and DOES 1 THROUGH 50, INCLUSIVE,)
)
)
) Defendants.)
_____)

CGC 15 548503
CASE NO.:

**VERIFIED COMPLAINT FOR
DAMAGES FOR DEFACTION
PER SE/LIBEL ON ITS FACE**

JURY DEMAND

BY FAX

THE PARTIES

1. Plaintiff Paul A. Argentieri, hereinafter referred to as "Plaintiff," resides at 878 Jonive Road, Sebastopol, Sonoma County, California.
2. Defendant Mark Elliot Zuckerberg, hereinafter referred to as "Zuckerberg," resides at 3450 and 3660 21st Street, Dolores Heights, San Francisco, San Francisco County, California.

1 3. Defendant Facebook Inc., hereinafter referred to as "Facebook" or "the
2 Corporation," is a domestic corporation of California whose principal office is located at 1
3 Hacker Way, Menlo Park, San Mateo County, California.

4 4. Defendant Colin Stretch, hereinafter "Stretch," resides at 27 West Poplar
5 Avenue, Unit W, San Mateo, San Mateo County, California.

6 5. Plaintiff is ignorant of the true names and capacities of defendants sued
7 herein as Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious
8 names. Plaintiff will amend this complaint to allege their true names and capacities when
9 ascertained. Plaintiff, upon information and belief, believes and therefore alleges that each of the
10 fictitiously named defendants is responsible in some manner for the occurrences herein alleged,
11 and that plaintiff's damages as herein alleged were proximately caused by their conduct.

12 6. Defendants Stretch and some or all of Does 1 through 50 were, at all times
13 mentioned herein, the agents and/or employees of their co-defendants Zuckerberg and Facebook
14 and in doing the things hereinafter alleged were acting within the course and scope of such
15 agency with the permission and consent of their codefendants.

16 7. Zuckerberg is the chief executive officer and largest shareholder of
17 Facebook.

18 8. Stretch is a vice president and general counsel of Facebook.

19 9. At all times relevant hereto, Plaintiff was, and now is, an attorney at law
20 licensed to practice in the State of New York, and resides in Sebastopol, Sonoma County,
21 California.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22

JURISDICTION AND VENUE

10. Venue is proper in this county because Zuckerberg resides there and the actions complained of occurred there.

11. The amount in controversy exceeds the jurisdictional minimum.

12
13
14
15
16
17
18
19
20
21
22

FIRST CAUSE OF ACTION

(DEFAMATION PER SE/LIBEL ON ITS FACE)

12. On or about October 20, 2014, Zuckerberg and Facebook filed a lawsuit in the Supreme Court of New York, New York County, alleging malicious prosecution and violations of New York's Judiciary Law, Section 487 (hereinafter "the Malicious Prosecution Action"), against Plaintiff and other lawyers who had represented Paul Ceglia in a civil action for, inter alia, breach of contract that was commenced on June 30, 2010, in the Supreme Court of New York, Allegany County, on Ceglia's behalf by his lawyer, the Plaintiff, against Zuckerberg and Facebook, entitled *Ceglia v. Zuckerberg*, which case was later removed to the federal District Court for the Western District of New York (hereinafter "the Ceglia Action"). The Ceglia Action alleged that Ceglia and Zuckerberg had entered into a written contract on April 28, 2003, which granted Ceglia an ownership interest in what became Facebook, the contract comprised two pages, the first page of which contained a hand-printed interlineation that was initialed by Ceglia and Zuckerberg, and page two was signed by Ceglia and Zuckerberg.

13. On October 20, 2014, the Defendants, by their representative Stretch, made out-of-court statements to the public and the press that were published worldwide about the Plaintiff and the other lawyers who are named as Defendants in the Malicious Prosecution Action, as follows: "We said from the beginning that Paul Ceglia's claim was a fraud and that we would seek to hold those responsible accountable. DLA Piper and the other named law firms

1 knew the case was based on forged documents yet they pursued it anyway, they should be held to
2 account.”

3 14. The publication was made of and concerning the Plaintiff and was so
4 understood by those who read the publication.
5

6 15. The Defendants knew the statements were about Plaintiff.

7 16. The Defendants reasonably understood the statements to mean that
8 Plaintiff had committed a crime, or crimes, and that they would and did injure Plaintiff
9 personally and in his profession as a lawyer by describing him as dishonest and/or aiding and
10 abetting a conspiracy to commit fraud upon the court in the Ceglia Action, all in willful violation
11 of California Civil Code Sections 45, 45a and perhaps 46.
12

13 17. Plaintiff is the only lawyer who commenced the Ceglia Action and who
14 has continuously represented Ceglia “from the beginning” in the Ceglia Action against
15 Zuckerberg and Facebook.
16

17 18. The following statement made by and on behalf of the Defendants was
18 knowingly false as it pertains to the Plaintiff, or it was made with a reckless disregard of its truth
19 or falsity, and was made maliciously: that “the other named law firms [which includes Plaintiff]
20 knew the [Ceglia Action] was based on forged documents yet they [,including Plaintiff,] pursued
21 it anyway ...”
22

23 19. The false statement made by and on behalf of the Defendants is libel on its
24 face because it defamed Plaintiff without the necessity of explanatory matter. It clearly exposes
25 Plaintiff to hatred, contempt, ridicule and obloquy because it attacks Plaintiff’s integrity, honesty
26 and professionalism as a lawyer and falsely accuses Plaintiff of committing a crime and of
27 knowingly perpetrating a fraud on the court in the Ceglia Action.
28

1 20. The publication of the above statement was widely distributed by
2 Defendants including on the internet and was seen and read by the public, clients, friends,
3 professional colleagues of Plaintiff and others in San Francisco County, California and elsewhere
4 on the internet and in widely-read news publications like The New York Times and Reuters
5 News Service in which Plaintiff is identified by name, copies of which are attached hereto and
6 incorporated herein by reference as **Exhibits A and B**, respectively.
7

8 21. The Defendants have acted with malice and/or oppression and/or fraud by
9 making the above-described publication which was done by the Defendants with the knowledge
10 that Plaintiff, in his role as counsel for the plaintiff in the Ceglia Action, had produced valid,
11 competent evidence to support a prima facie case against the Defendants Zuckerberg and
12 Facebook in the Ceglia Action that Ceglia and Zuckerberg had entered, signed and initialed a
13 written contract which Zuckerberg had breached, including Ceglia's sworn statements and
14 multiple opinions by highly qualified experts, all of whom supported the plaintiff's allegations in
15 the Ceglia Action that Ceglia's contract with Zuckerberg is authentic, and including the
16 following:
17

18 A. James Blanco is a Forensic Document Examiner in full-time practice in
19 forensic document examinations in San Francisco, Los Angeles and Washington, DC.
20 His training included review of such notable cases as the Zodiac Killer and the Howard
21 Hughes Will. Blanco regularly passes, with a zero personal examiner error rate, ongoing
22 proficiency tests given to forensic document examiners in government laboratories
23 accredited by American Society of Crime Laboratory Directors. Blanco's document
24 examination background includes experience with the Federal Bureau of Alcohol,
25 Tobacco and Firearms, maintaining a Top Secret Security Clearance. He worked joint
26
27
28

1 investigations with the DEA and FBI. Blanco has worked as a Forensic Document
2 Examiner with the California Department of Justice, examining cases for hundreds of
3 government and law enforcement agencies. In addition to civil casework, Blanco
4 maintains the exclusive contract with the California Secretary of State's Office for
5 Forensic Document examination services. He has rendered expert opinions relative to
6 questioned documents on over 7,000 occasions and has testified as an expert witness
7 concerning questioned documents more than two hundred times. He concluded that:
8 "The original Facebook Contract [the contract which was the subject of the Ceglia
9 Action]...examined by all of the document experts is an authentic, unaltered document"
10 and the evidence shows that page 1 of the contract was originally executed together with
11 page 2 as a companion document. There is no justification or support for Facebook and
12 Zuckerberg's theory of a page 1 substitution, forgery or fraud. The evidence shows that
13 page 1 was not a later inserted page to the original two-page document set. Blanco's
14 declaration in the Ceglia Action lists 18 supporting reasons for his opinion, including:
15 1. the "Mark Zuckerberg" signature on page 2 of the contract was written by Mark
16 Zuckerberg; 2. the "MZ" initials on page 1 of the contract were written by Mark
17 Zuckerberg; 3. Paul Ceglia wrote the hand-printed interlineation on page 1 of the
18 contract; 4. the staple holes and secondary staple hole impressions/detent marks of page 1
19 of the contract match the staple holes and secondary staple hole impressions/detent marks
20 of page 2 of the contract, demonstrating that the two pages of the contract were stapled
21 only one time, when they were stapled to each other; 5. the impression from the hand-
22 printed interlineation from page 1 of the contract was found on page 2 of the contract
23 demonstrating that page 1 was over the top of page 2 of the contract when the hand-
24 printed interlineation from page 1 of the contract was found on page 2 of the contract
25 demonstrating that page 1 was over the top of page 2 of the contract when the hand-
26 printed interlineation from page 1 of the contract was found on page 2 of the contract
27 demonstrating that page 1 was over the top of page 2 of the contract when the hand-
28 printed interlineation from page 1 of the contract was found on page 2 of the contract

1 printed interlineation was written on page 1; 6. both sheets of paper (i.e., page 1 and page
2 2) of the contract measured 0.11 mm and visual inspection revealed that the opacity and
3 cockling features of both pages were the same; 7. the front sides of page 1 and page 2 of
4 the contract were deteriorated/"yellowed", the probable cause being defendants' experts'
5 excessive document processing and mishandling of the documents; 8. based upon the
6 evidence, it is more probable that the origin of the "void" or "tab" areas at the top of the
7 two pages of the contract were caused by the collective examinations of defendants'
8 experts; 9. divot and gouge marks and buckles in the paper of the contract are explained
9 as having been created by fingernail gouge marks in the paper and the result of
10 aggressive handling and movement of the contract pages during examinations by
11 defendants' experts; 9. the different fonts (typestyle) on pages 1 and 2 of the contract are
12 indicative of laypersons creating a contract, and are not indicia of a forged document.

13
14
15
16 B. Larry Stewart is a world-renowned forensic scientist. He is the former
17 Laboratory Director and Chief Forensic Scientist for the United States Secret Service,
18 where he managed up to 120 scientists, technicians, and support staff. He is now in
19 private practice as an independent forensic expert. His work for the government included
20 work on the Unabomber Case; the John Wilkes Booth diary; the reinvestigation of the
21 Dr. Martin Luther King murder; the reinvestigation of the Kennedy assassination/CIA
22 conspiracy theory; the Quedlinburg Treasure; the 1933 Saint-Gaudens Double Eagle
23 gold coin; the Jon Benet Ramsey murder investigation; the 9/11 terrorist attacks; and the
24 DC Sniper investigation; and the 2010 Brazilian presidential election scandal. In the
25 Ceglia Action Stewart analyzed the paper, toner, layout and typography of Ceglia's
26
27
28

1 written contract with Zuckerberg and concluded with respect to that contract: “After a
2 thorough and exhaustive forensic testing of the Facebook Contract (Work For Hire)
3 (Exhibit Q1), there is no indication to suggest the Contract is anything other than
4 genuine. In addition, there is no evidence to support that the Facebook Contract is
5 altered.”

7
8 C. Michael Pliszka is an experienced polygraph examiner and former law
9 enforcement officer with 24 years of experience in law enforcement. He is registered to
10 perform polygraphs and is a full member of the American Polygraph Association and
11 American Association of Police Polygraphists and has conducted in excess of 750
12 polygraph examinations. On June 11, 2011, he conducted a polygraph examination of
13 Ceglia, paying particular attention to the authenticity of the contract between Ceglia and
14 Zuckerberg. The questions asked during the polygraph examination were designed to
15 determine whether Ceglia had forged or doctored the contract. After conducting three
16 polygraph charts utilizing a Zone Comparison Technique and review of the examination
17 utilizing accepted criteria for analysis, it was Pliszka’s opinion that the examination
18 results were “No Deception Indicated,” and that Ceglia had been truthful and had not
19 forged or doctored the contract.

20
21
22
23 D. Walter Rantanen is the Technical Leader of the preeminent paper testing
24 facility in the country, Integrated Paper Services and is often used by the U.S. Secret
25 Service for testing the fiber content of paper samples. He tested plugs from both
26 pages of Ceglia’s contract with Zuckerberg and found the pages to be consistent with
27 both having originated from the “same mill and production run.”

1 E. John Paul Osborn is a certified Forensic Document Examiner with over 28
2 years of experience, a member of the American Academy of Forensic Sciences, American
3 Society of Questioned Document Examiners, the Northeastern Association of Forensic
4 Scientists and the American Society for Testing and Materials. He has been retained by
5 the United States Attorney's Office in the District of New Jersey and the Eastern and
6 Southern Districts of New York. Mr. Osborn used oblique lighting and a Foster Freeman
7 Electrostatic Detection Apparatus ("ESDA") to perform non-destructive tests on
8 Ceglia's contract with Zuckerberg and concluded that the second page of the contract
9 had indentions that were caused by the interlineations and handwritten initials on the
10 first page of the agreement and "that the second page of the Agreement was underneath
11 the first page of the Agreement when the interlineations and handwritten initials were
12 made on the first page of the Agreement."
13
14
15

16 F. Neil Broom is the Chief Executive Officer, Senior Investigator, and
17 Laboratory Director for Technical Resource Center, Inc., a computer forensics and
18 investigation practice firm with the prestigious ASCLD/LAB Accreditation in the field
19 of Digital Evidence (Computer Forensics) from the American Society of Crime
20 Laboratory Directors/Laboratory Accreditation Board, one of only 57 laboratories
21 accredited in the discipline of Digital & Multimedia Evidence, including the FBI and
22 the Drug Enforcement Administration. Broom was the only certified fraud examiner to
23 analyze the digital evidence and found that the "anomalies" identified by Facebook and
24 Zuckerberg's experts did not conclusively evidence fraud.
25
26
27
28

1 G. Jerry Grant has more than 25 years of professional computer forensic expert
2 and systems analysis experience and is the Computer Forensic Investigator for the
3 Western District of New York Federal Public Defender's Office. Grant found no
4 evidence of fraud by Ceglia and directly exposed Facebook's and Zuckerberg's
5 experts' deviation from the proper standards of review.
6

7
8 H. Katherine M. Koppenhaver is a board certified forensic document examiner
9 and has been qualified as an expert and given expert testimony in the field of forensic
10 document examination on many occasions. She examined the contract between Ceglia
11 and Zuckerberg. With respect to whether indentations appear on Page 2 of the contract,
12 she was able to observe the existence of indentations on Page 2 with the naked eye,
13 without side-lighting or magnification. It was determined that the handwritten words on
14 Page 1 and the indentations on Page 2 were correctly aligned. Based on her observations
15 Page 1 and the indentations on Page 2 were correctly aligned. Based on her observations
16 using side-lighting, the indentations can be read as "Providing web designer is finished
17 by May 24, 2003," which matches the handwriting on Page 1. The initials "PC" and
18 "MZ", also written on Page 1, were identifiable as correctly aligned indentations on Page
19 2. Based upon her examination it was her opinion to a reasonable degree of scientific
20 certainty that the contract between Ceglia and Zuckerberg is an unaltered document
21 which does not contain substitutions.
22
23

24 I. Joan Winkelman is a highly qualified board certified forensic document
25 examiner who has testified on numerous occasions as an expert in the field. She
26 examined the contract signed by Ceglia and Zuckerberg and another unquestionably
27
28

1 authentic Ceglia contract. Based upon her examination of the two contracts she
2 concluded to a reasonable degree of professional certainty that the contract between
3 Ceglia and Zuckerberg is authentic.
4

5 22. Further, the Defendants knew that Zuckerberg and his representatives
6 gave false evidence and representations in the Ceglia Action and otherwise failed to disclose
7 evidence that showed or tended to show the veracity of Ceglia's claims in the Ceglia Action.

8 23. In addition, the Defendants defamed Plaintiff in order to intimidate him
9 and others from pursuing valid legal claims against Zuckerberg and Facebook in the future.

10 24. Moreover, the Defendants knew at the time of the above publication of the
11 defamatory statement that the written contract between Ceglia and Zuckerberg upon which the
12 Ceglia Action was based had been examined by U.S. Postal Service Forensic Laboratory
13 employees who were unable to conclude that Ceglia's contract was not authentic.
14

15 25. The Defendants knew at the time of the publication of the defamatory
16 statement that Zuckerberg and his agents had given contradictory evidence to the U.S. Postal
17 Inspector and to the court in the Ceglia Action which contradictory evidence supports the
18 authenticity of the contract in the Ceglia Action and further evidences the Defendants'
19 knowledge of the falsity of the above published statements.
20

21 26. As a proximate result of the above-described publication, Plaintiff has
22 suffered loss of his reputation, shame, mortification, and hurt feelings all to his general damage.
23

24 27. The above-described statement published by the Defendants was
25 published with actual malice and/or oppression and/or fraud in that it was published for the
26 reasons and with the knowledge stated above, and thus Plaintiff seeks an award of punitive or
27 exemplary damages.
28

1 28. Special damages for loss or harm sustained by Plaintiff with respect to his
2 property, business, trade or profession, including such amounts of money as Plaintiff alleges and
3 proves he has expended as a result of the libel alleged are not now known and leave will be
4 sought to amend the complaint to state the exact amount when ascertained.
5

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays judgment against the Defendants, jointly and severally:

- 8 A. For general damages according to proof;
- 9 B. For special damages according to proof;
- 10 C. For exemplary damages;
- 11 D. For costs of suit incurred herein; and
- 12 E. For such other and further relief as the Court may deem meet and just.
13

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff demands a trial by jury of all claims properly triable thereto.
16

17 Dated: October 19, 2015

18 By: *Joseph M. Alioto*
19 **ALIOTO LAW FIRM**
20 Joseph M. Alioto, SBN 42680
21 Jamie L. Miller, SBN 271452
22 One Sansome Street, 35th Floor
23 San Francisco, CA 94104
24 Telephone: 415-434-8900
25 Facsimile: 415-434-9200
26 Email: jmiller@aliotolaw.com

27 **Jeffery K. Perkins, SBN 57996**
28 **LAW OFFICES OF JEFFERY K. PERKINS**
1550-G Tiburon Boulevard, #344
Tiburon, CA 94920
Telephone: (415) 302-1115
Facsimile: (415) 435-4053
Email: jefferykperkins@aol.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Gil D. Messina, NJ SBN 029661978
MESSINA LAW FIRM, P.C.
961 Holmdel Road
Holmdel, NJ 07733
Telephone: 732-332-9300
Facsimile: 732-332-9301
Email: gmessina@messinalawfirm.com
Admission Pro Hac Vice To Be Applied For

Attorneys for Plaintiff

VERIFICATION

I, Paul A. Argentieri, am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same is true of my own knowledge, except as to those matters that are therein alleged on information and belief, and as to those matters, I believe them to be true. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated:

10/19/15

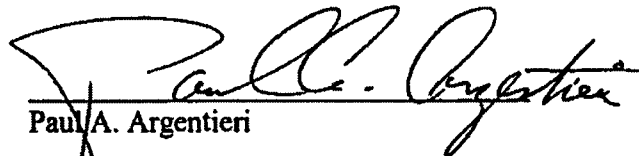

Paul A. Argentieri

EXHIBIT A

Facebook Sues Lawyers for Pressing Dubious Ownership Case

By **Vindu Goel** • October 20, 2014 2:26 pm

Updated | Added comment from Dennis C. Vacco, a lawyer who was named as a defendant.

The last thing we do, let's sue all the lawyers.

That, in essence, is what Facebook's chief executive and principal founder, Mark Zuckerberg, has decided to do in the dormant case of Paul Ceglia, an upstate New York entrepreneur who claimed in 2010 that Mr. Zuckerberg had struck an agreement with him in Facebook's early days to give him a substantial stake in the company. Mr. Ceglia's lawsuit seeking a multibillion-dollar stake in Facebook was dismissed by a federal judge amid substantial evidence that he had fabricated the documents purportedly supporting his claim, and prosecutors filed criminal fraud charges against him in 2012 that were still pending.

Facebook had insisted that the evidence was bogus and was suing many of Mr. Ceglia's lawyers, including DLA Piper, one of the world's largest law firms, saying that they knew his claims were false but pursued the case in hopes of extracting a hefty settlement from Facebook.

In its suit, filed Monday in New York State Supreme Court in Manhattan, Facebook and Mr. Zuckerberg said that Mr. Ceglia's multifirm legal team continued to press the case even after one of the law firms discovered evidence on Mr. Ceglia's computer that indicated his claims were false and informed all of his other lawyers. The social networking company and Mr. Zuckerberg are seeking unspecified damages in the case.

"The lawyers representing Ceglia knew or should have known that the lawsuit was a fraud — it was brought by a convicted felon with a history of fraudulent scams, and it was based on an implausible story and obviously forged documents. In fact, Defendants' own co-counsel discovered the fraud, informed the other lawyers, and withdrew. Despite all this, Defendants vigorously pursued the case in state and federal courts and in the media," Facebook said in its suit.

The law firm that discovered the fraud, Kasowitz, Benson, Torres & Friedman, initially planned to tell the court of the fraud, Facebook said, but one of Mr. Ceglia's other firms persuaded it to keep silent on the reasons for its withdrawal.

Eventually, the other firms withdrew but never disclosed why. Facebook said this forced it to continue defending against Mr. Ceglia's claims until this March, when a federal court dismissed Mr. Ceglia's case against Facebook and allowed the criminal prosecution against him to proceed. Mr. Ceglia's criminal trial is scheduled for May, and he has appealed the dismissal of his claims.

DLA Piper quickly responded to Facebook's lawsuit, calling the claims meritless and saying that the law firm was involved in the litigation for just 78 days. "This is an entirely baseless lawsuit that has been filed as a tactic to intimidate lawyers from bringing litigation against Facebook," the firm's general counsel, Peter S. Pantaleo, said in a statement.

In addition to DLA Piper and lawyers at the firm, Facebook is seeking damages from Paul Argentieri, Mr. Ceglia's original lawyer, and lawyers at

Lippes Mathias Wexler Friedman and Milberg L.L.P. One of the lawyers named as a defendant is Dennis C. Vacco, a former New York attorney general.

In a statement, Mr. Vacco defended his conduct and that of the Lippes firm. "Throughout our involvement in the matter set forth in the complaint, our attorneys operated completely within the rule of law and at the highest ethical standards at all times," he said. "Any claim of malicious prosecution on the part of the plaintiff is not only false, but is, in and of itself, a malicious prosecution directed, I believe, at the legal community as a whole, to discourage them from taking on Facebook in any future legal matters."

Why did Facebook and Mr. Zuckerberg file this case when the underlying claims by Mr. Ceglia have been thoroughly discredited and the whole matter has faded into a distant memory? The company said it's a matter of principle.

"We said from the beginning that Paul Ceglia's claim was a fraud and that we would seek to hold those responsible accountable," Facebook's general counsel, Colin Stretch, said in a statement. "DLA Piper and the other named law firms knew the case was based on forged documents yet they pursued it anyway, and they should be held to account."

EXHIBIT B



Breaking News: Former Peanut Corporation of America CEO gets 28 years in prison for Salmonella outbreak

Markets | Mon Oct 20, 2014 3:46pm EDT

Related: STOCKS, MARKETS, TECHNOLOGY

Facebook sues lawyers for pursuing dubious Ceglia lawsuit

NEW YORK | BY JONATHAN STEMPEL

Oct 20 Facebook Inc and Chief Executive Mark Zuckerberg have sued several lawyers who have represented Paul Ceglia, claiming they helped the upstate New York entrepreneur pursue a fraudulent lawsuit to extort a 50 percent stake in the social networking company.

Monday's lawsuit was filed seven months after a federal judge dismissed Ceglia's civil case, and two years after federal prosecutors in Manhattan charged Ceglia with criminal mail and wire fraud for allegedly forging documents underlying his claim. Facebook's market value is now close to \$200 billion.

Ceglia, a wood pellet salesman from Wellsville, New York, is not a defendant in Facebook's lawsuit, which was filed with the New York state court in Manhattan.

Among the 13 defendants are DLA Piper, one of the world's largest law firms; Paul Argentieri, Ceglia's original lawyer; the law firms Milberg LLP and Lippes Mathias Wexler Friedman; and Dennis Vacco, a former New York attorney general.

Facebook seeks unspecified damages for harm to its reputation and business, all of which it wants tripled because of the lawyers alleged misconduct, plus punitive damages.

Peter Pantaleo, DLA Piper's general counsel, in a statement said Facebook sued "to intimidate lawyers" to refrain from suing the Menlo Park, California-based company. "We will defend this meritless litigation aggressively and we will prevail."

The other defendants did not immediately respond to requests seeking comment.

Ceglia had claimed in his June 2010 lawsuit that an April 2003 contract he signed with Zuckerberg, who was then a Harvard University freshman and had done programming work for Ceglia's StreetFax.com, entitled him to a Facebook stake as high as 84 percent. He also offered alleged emails supporting his claim.

Facebook said Ceglia's lawyers knew or should have known this lawsuit was a fraud, having been "based on an implausible story and obviously forged documents," but plowed ahead "for the purpose of extorting a lucrative and unwarranted settlement."

It also said that after lawyers for Ceglia at the law firm Kasowitz Benson Torres & Friedman found "smoking-gun" evidence of fraud and warned Ceglia's other lawyers, those lawyers stayed with the case.



New Rule Leaves Drivers Furious

Why did no one tell drivers about this new rule? If you drive less than 45 miles per day, you better read this...

BEST PHOTO GALLERY

[\[read more\]](#)

TRENDING ON REUTERS

- UPDATE 6-Volkswagen shares plunge on emissions scandal, U.S. widens probe **1**
- Volkswagen shares plunge on emissions scandal, U.S. widens probe | VIDEO **2**
- Apple's iOS App Store suffers first major attack **3**
- Killer of Massachusetts child thought she was demonic: prosecutors **4**
- Apple cleaning up iOS App Store after first major attack | VIDEO **5**

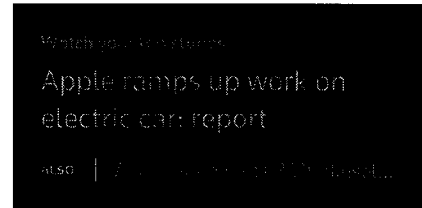
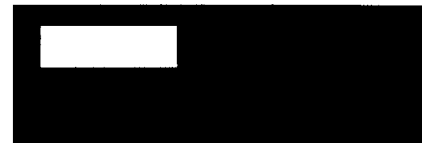
At the request of another of Ceglia's law firms, the Kasowitz firm agreed not to report the "misconduct" it had found to the court, the complaint said.

The Kasowitz firm was not named as a defendant.

"We said from the beginning that Paul Ceglia's claim was a fraud and that we would seek to hold those responsible accountable," Facebook general counsel Colin Stretch said in a statement on Monday. "DLA Piper and the other named law firms knew the case was based on forged documents yet they pursued it anyway, and they should be held to account."

Ceglia's criminal trial is scheduled for May 4, 2015. He has pleaded not guilty.

The case is Facebook Inc et al v. DLA Piper LLP (US) et al, New York State Supreme Court, New York County, No. 653183/2014. (Reporting by Jonathan Stempel in New York; editing by Andrew Hay)



More From Reuters

- Meet the angriest man running for president – no it's not Trump | 15 Sep
- Might as well butter him. Trump is toast | 18 Sep
- U.S. Air Force cites 'alarming' Russian strides in air power | 14 Sep
- Man gets life in prison for throwing daughter, four, off California cliff | 18 Sep
- Arizona inmate sentenced to life for raping prison teacher | 14 Sep

Sponsored Financial Content

- 4 Of The Best Credit Cards For Traveling *NerdWallet*
- Ridiculous Credit Cards Offering 0% Interest Until 2017 *Next Advisor*
- 4 Ways to Avoid Running Out of Money in Retirement *Fisher*
- How This San Francisco Craft Beer Brand Evolved To Grow Revenue. *Bo/AML*
- This Extremely Brilliant Way to Pay Off Mortgage Has Banks on Edge *Bills.com*

Your five minute news show of today's top stories

For more visit Reuters.tv

Sponsored Financial Content

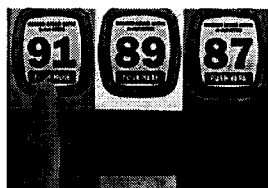
- Top 4 Credit Cards For Traveling *NerdWallet*
- This Extremely Brilliant Way to Pay Off Mortgage Has Banks On Edge *Bills.com*
- 7 Outrageous Credit Cards For Those Of Us That Have Excellent Credit *Next Advisor*
- Boost your retirement income with these Social Security benefits today *The Fool*
- What your Annuity Salesman wants to keep a secret. Gain insights now. *Fisher Investments*

From The Web

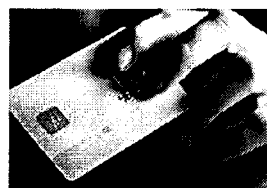
Sponsored Links by Taboola



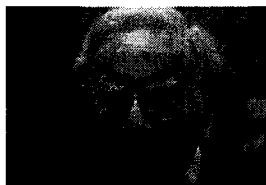
An Overlooked Method To Pay Off Your Credit Card Balance *NextAdvisor*



Drivers Surprised They Never Knew This Rule *Provide-Savings Insurance Quotes*



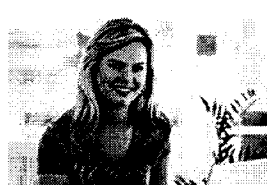
3 Banks Introduce New Cards Paying Unusually High Miles Pe... *LendingTree*



4 in 5 Americans Are Ignoring Buffett's Warning *The Motley Fool*



Why You Should Rejoice About the Netflix of Wine *Popdust by Tasting Room*



New Grammar App Can Help You Succeed at Work *Grammarly*

RECOMMENDED VIDEO

Mother, boyfriend charged in death of "Baby Doe"

Iraqi soldiers smuggle themselves into Europe

Pope meets Fidel Castro in Cuba

Activists block roads into Crimea

KEY RATES

MORTGAGE HOME EQUITY SAVINGS AUTO CREDIT CARDS

See today's average mortgage rates across the country.

TYPE	TODAY	1 MO
30-Year Fixed	3.83%	3.86%
15-Year Fixed	2.92%	2.94%
10-Year Fixed	2.82%	2.87%
5/1-Year ARM	3.10%	3.05%
30-Year Fixed Refi	3.86%	3.98%