

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

-----	X	
PAUL D. CEGLIA,	:	
	:	
Plaintiff,	:	Civil Action No. 1:10-cv-00569-RJA
	:	
v.	:	DECLARATION OF
MARK ELLIOT ZUCKERBERG and	:	ALEXANDER H. SOUTHWELL
FACEBOOK, INC.,	:	
	:	
Defendants.	:	
-----	X	

I, ALEXANDER H. SOUTHWELL, hereby declare under penalty of perjury that the following is true and correct:

1. I am an attorney licensed to practice law in the State of New York and admitted to practice before this Court. I am a partner in the law firm of Gibson, Dunn & Crutcher LLP ("Gibson Dunn"), counsel of record for Mark Elliot Zuckerberg and Facebook, Inc. ("Facebook") in the above-captioned matter. I make this declaration, based on personal knowledge, in support of Defendants' Opposition to Plaintiff's Motion to Set Delayed Briefing Schedule for Defendants' Motion to Compel (Doc. No. 134).

Plaintiff's Discovery Obligations Pursuant to Judge Foschio's August 18 Order

2. Plaintiff was required, by August 29, 2011, to comply with the discovery obligations imposed by Judge Foschio's Order, dated August 18, 2011 (Doc. No. 117) (the "Order").

3. Pursuant to paragraph 5 of the Order, Plaintiff was required, by August 29, "to identify all email accounts accessible through web-based interfaces that Plaintiff has used since 2003, including but not limited to his gmail.com, msn.com, tmail.com, and adelphia.net accounts." Plaintiff was also required to "consent to the acquisition and inspection by Stroz

Friedberg of the contents of all such account ... on a form or forms to be provided by Stroz Friedberg." Finally, Plaintiff was required to provide to Stroz Friedberg a password for, and facilitate access by Stroz Friedberg to, each identified account. See Order (Doc. No. 117) ¶ 5.

Plaintiff's Production of Email Account Information and Passwords Directly to Defendants

4. On August 29, 2011 at approximately 10:40 p.m. ET, counsel for Plaintiff, Nathan Shaman, produced to Defendants several declarations and supporting exhibits purporting to comply with, in relevant part, paragraph 5 of the Order. Mr. Shaman included a cover letter to that production, in which he explained that Plaintiff had provided a "modified" consent form to Stroz Friedberg, conditioned upon resolution of a motion to stay paragraph 5 of the Order (Doc. No. 126) and "subsequent objections" to the Order. Nowhere in this cover letter did Mr. Shaman designate any information contained in the attached declarations and supporting exhibits as confidential pursuant to the parties' Joint Stipulated Protective Order (Doc. No. 86) (the "Protective Order"). A true and correct copy of this letter is attached hereto as Exhibit A.

5. Included in Plaintiff's August 29 production to Defendants was the Supplemental Declaration of Plaintiff Paul D. Ceglia, dated August 29, 2011. Pursuant to paragraph 5 of the Order, Plaintiff purported to identify, at paragraphs 174-177 of that declaration, email accounts he had used since 2003, including email account names and passwords to his Gmail and MSN accounts. Nowhere in Plaintiff's August 29 declaration did Plaintiff designate his email account information as confidential pursuant to the Protective Order. Further, and as noted in Mr. Shaman's cover letter, the declaration did not contain Ceglia's actual signature, but only a

purported electronic signature. A true and correct redacted copy of Plaintiff's August 29 declaration is attached hereto as Exhibit B.¹

6. Thus, on the evening of August 29, 2011, Plaintiff provided directly to Defendants his email account information and the passwords to those accounts, and notified Defendants that he had provided modified consent forms to Stroz Friedberg, which forms were conditioned upon the resolution of his motion to stay and subsequent objections.

7. A short while later on the evening of August 29th, Plaintiff filed a motion to stay paragraph 5 of the Order. See Doc. No. 126. The Court had denied Plaintiff's motion to stay the Order twice previously, on August 18 (Doc. No. 116) and August 26 (Doc. No. 125). The next morning, Judge Arcara denied the motion to stay in a short text order. See Doc. No. 127.

8. Following receipt of Mr. Shaman's letter, the production, and the motion, I contacted Stroz Friedberg to advise them of these events and the pendency of the motion. In addition, in order to evaluate Plaintiff's compliance with the Order, I inquired of Stroz Friedberg whether Plaintiff had in fact provided the consents as represented by Mr. Shaman.

¹ Defendants are redacting the email account name and password information in Ceglia's August 29 declaration in an abundance of caution, without conceding it should be redacted or treated confidentially and reserving all rights. Plaintiff still has not designated the material as confidential under the Protective Order; instead, Plaintiff has made wild accusations of a variety of misconduct, such as "the most troubling issue of all" is that Defendants had "complete access to Ceglia's email accounts" for 12 hours. But Plaintiff provided this information to Defendants as part of his court-ordered disclosure on August 29, 2011. Defendants and their counsel are bound by the Court's orders that permit access to Plaintiff's email accounts only pursuant to the strict protocol outlined in the Electronic Asset Inspection Protocol, which is why Defendants took the steps outlined herein to first raise Plaintiff's improper self-help approach with Plaintiff and then the Court. Defendants and counsel have not accessed Plaintiff's email accounts.

9. In response, Stroz Friedberg confirmed that Plaintiff had provided modified conditional consent forms, represented that they would not access Plaintiff's accounts until the condition had been lifted, and sent me the modified consent forms.

10. As described above, by this time, Plaintiff had already shared directly with Defendants all of the information contained in his improperly modified consent forms.

Defendants' Good-Faith Efforts to Resolve Plaintiff's Non-Compliance with the Order

11. On August 30, 2011, I sent counsel for Plaintiff, Jeffrey A. Lake, a letter informing Plaintiff that his modified consent forms were not compliant with the Order and constituted improper self-help. I noted that Defendants reserved the right to seek appropriate sanctions for Plaintiff's ongoing willful non-compliance with the Order. A true and correct copy of that letter is attached hereto as Exhibit C. Plaintiff did not respond to this letter in any way.

12. On September 1, 2011, Defendants moved to compel Plaintiff's compliance with paragraph 5 of the Order. See Doc. No. 128. Defendants sought an immediate order directing Ceglia to comply with Paragraph 5 of the Order by furnishing forthwith his unqualified consent on the form provided by Stroz Friedberg, arguing that Ceglia had no justification for his unlawful and contumacious refusal to comply by providing qualified consents, particularly in the face of three separate denials of his motion to stay. In support of that motion, I submitted a declaration, attached to which were the consent form provided to Plaintiff by Stroz Friedberg—the form which Plaintiff had been ordered to execute—and Plaintiff's improperly modified consent forms.

13. Again, at the time Defendants filed their September 1 motion to compel, Plaintiff had not designated his email account information as confidential in Plaintiff's August 29 declaration provided directly to Defendants; in the improperly modified consent forms provided

to Stroz Friedberg; or in response to my August 30 letter, which reserved the right to seek appropriate relief for Plaintiff's non-compliance with paragraph 5 of the Order.

14. On September 1, 2011, soon after filing Defendants' motion to compel, I contacted Plaintiff's counsel, as a courtesy, to advise them that Defendants' motion had included information Plaintiff had provided concerning his email account. After getting no response from Plaintiff's counsel, I contacted co-counsel Terrance Flynn to advise him of the situation and ask him to contact the appropriate party at the Court about the situation. I did not ask Mr. Flynn to request that the document be removed from the docket and I understand that that is not what Mr. Flynn did.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 6th day of September, 2011 at Long Beach Island, New Jersey.



Alexander H. Southwell

EXHIBIT A



August 29, 2011

Alexander H. Southwell, Esq.
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166-0193

**** BY ELECTRONIC MAIL ****

**Re: Paul Ceglia v. Mark Zuckerberg et al.
Lake, APC Matter No.: 2500.082911.001**

Dear Mr. Southwell,

Enclosed with this letter you will find declarations from Paul Ceglia, Paul Argentieri, and myself in compliance with the Court's August 18, 2011 Order (Order) in addition to all non-privileged files resulting from our searches. You will also find enclosed our Privilege Log. Additionally, please be advised that we have no new electronic assets to produce. Finally, at this time Mr. Ceglia has provided electronic signatures. Given Mr. Ceglia's current location, coordination has been difficult and all documents were finalized at 3:30 a.m. local time in Ireland. As such, given that Mr. Ceglia does not have a scanner, he is not able to provide us with original signatures at this time. All originals will be provided as soon as possible.

Please be advised that we have filed a motion to stay paragraph 5 of the Order. As such, although we will provide Mr. Ceglia's email account information to Stroz Friedberg, the consent form has been modified to forbid access to Mr. Ceglia's accounts until resolution of the motion and subsequent objections.

If you have any questions regarding any of the aforementioned, kindly contact me at any time.

Very truly yours,

Nathan Shaman, Esq.
JEFFREY A. LAKE, A.P.C.

NAS/tms
Encl: Declarations, Files, Privilege Log
CC: Matthew Benjamin, Esq.

EXHIBIT B

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

-----	x	
PAUL D. CEGLIA,	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civil Action No. 1:10-cv-00569-
	:	RJA
MARK ELLIOT ZUCKERBERG and	:	
FACEBOOK, INC.,	:	
	:	
Defendants.	:	
-----	x	

SUPPLEMENTAL DECLARATION OF PAUL D. CEGLIA

I, Paul D. Ceglia, submit this Declaration in compliance with the Court’s August 18, 2011 Order (Doc. No. 117) and hereby declare:

1. I make this declaration based upon personal knowledge.

CATEGORY (A)

2. The follow list is organized by the name of the law firm or expert firm at which the files listed are located.

Jeffrey A. Lake, A.P.C.

3. Location: 835 5th Avenue, Suite 200A, San Diego, California 92101

4. It is my understanding that Lake, A.P.C. is in possession of copies of all of the documents listed below, which are being produced along with this declaration.

Paul Argentieri & Associates

5. Location: 188 Main Street, Hornell, New York 14843

6. Scan of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “Zuckerberg_Contract_page1.tif”.

7. Scan of page 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “Zuckerberg_Contract_page2.tif”.

Connors & Vilardo, LLP

8. Location: 424 Main Street, Buffalo, New York 14202

9. PDF scan of copy of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, that was attached to the original Complaint, filename: “Contract.pdf”.

10. PDF compilation, filename: “Ceglia.pdf”, containing (Note: some pages have been redacted because they are irrelevant, proprietary, and/or not within the scope of Category (A) of the Court’s August 18, 2011 Order):

- a. At pages 1-2: Scanned version attached to the complaint of the “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003.
- b. At pages 3-4: Scanned version attached to the complaint of the “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003.

Kasowitz, Benson, Torres & Friedman LLP

11. Location: 1633 Broadway, New York, New York 10019.

12. Scanned version attached to the complaint of the “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “Lawsuit Overview.pdf”. Note: some pages have been redacted because they are irrelevant, proprietary, and/or not within the scope of Category (A) of the Court’s August 18, 2011 Order.

DLA Piper

13. Location: Various virtual and physical locations.

14. It is my understanding that DLA Piper has in its possession electronic copies or images of the “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003. (*See Exhibit A to Declaration of Nathan Shaman, dated August 29, 2011.*)

15. It is my further understanding that these items were obtained previously by Stroz Friedberg by copying my electronic media in the possession of Project Leadership Associates. (*See id.*)

16. It is my further understanding that identification and production of all items responsive to Category (A) that are in the possession of DLA Piper would require an enormous expenditure of time and money, and only would lead to the identification and production of items already being produced with this declaration.

Edelson McGuire, LLP

17. Locations: 350 North LaSalle, 13th Floor, Chicago, Illinois 60654; 5715 Firestone Court, Sarasota, Florida 34238.

18. Scan of portion of page 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “VSC Printout001.pdf”.

19. Scan of portion of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “VSC Printout002.pdf”.

20. Scan of portion of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “VSC Printout003.pdf”.

21. Scan of portion of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “VSC Printout004.pdf”.

22. Scan of portion of page 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “VSC Printout005.pdf”.

23. PowerPoint containing scan of portions of pages 1 and 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “facebook signatures.pptx”.

24. PowerPoint containing scan of portions of pages 1 and 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, original filename: “facebook signatures.pptx”, new filename: “facebook signatures(2).pptx”.

Aginsky Forensic Document Dating Laboratory, Inc.

25. Location: 6280 Heathfield Drive, East Lansing, Michigan 48823

26. Scan of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “WorkForHireContract_page1.psd”.

27. Scan of page 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “WorkForHireContract_page2.psd”.

Blanco & Associates, Inc.

28. Location: 655 North Central Avenue, 17th Floor, Glendale, California 91203.

29. It is my understanding that Blanco & Associates may have in its possession items that are responsive to Category (A). (*See* Exhibit C to Declaration of Nathan Shaman, dated August 29, 2011.)

30. It is my further understanding that Blanco & Associates has refused to assist my compliance with the August 18, 2011 Order due to an outstanding balance. (*See id.*)

31. It is my further understanding that identification and production of all responsive items in the possession of Blanco & Associates would require an enormous expenditure of time

and money, and only would lead to the identification and production of items already being produced with this declaration.

Capsicum Group, LLC

32. Location: The Cira Centre, 2929 Arch Street, Suite 1525, Philadelphia, Pennsylvania 19104.

33. It is my understanding that Capsicum may have in its possession items that are responsive to Category (A). (*See* Exhibit D to Declaration of Nathan Shaman, dated August 29, 2011.)

34. It is my further understanding that identification and production of all responsive items in the possession of Capsicum would require an enormous expenditure of time and money, and only would lead to the identification and production of items already being produced with this declaration.

Osborn & Son

35. Location: 1273 Bound Brook Road, Suite 15, Middlesex, New Jersey 08846

36. It is my understanding that Osborn & Son may have in its possession items that are responsive to Category (A).

37. It is my further understanding that John Paul Osborn has been unavailable to assist me in my efforts thus far.

Project Leadership Associates

38. Location: 120 South LaSalle, Suite 1200, Chicago, Illinois 60603

39. It is my understanding that PLA may have in its possession items that are responsive to Category (A). (*See* Exhibit E to Declaration of Nathan Shaman, dated August 29, 2011.)

40. It is my further understanding that identification and production of all responsive items in the possession of PLA would require an enormous expenditure of time and money, and only would lead to the identification and production of items already being produced with this declaration. (*See id.*)

Speckin Forensic Laboratories

41. Location: 2400 Science Parkway, Suite 200, Okemos, Michigan 48864

42. Scan of portion of page 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “VSC Printout001.pdf”.

43. Scan of portion of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “VSC Printout002.pdf”.

44. Scan of portion of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “VSC Printout003.pdf”.

45. Scan of portion of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “VSC Printout004.pdf”.

46. Scan of portion of page 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “VSC Printout005.pdf”.

Stewart Forensic Consultants, LLC

47. Location: 793A East Foothill Boulevard, Suite 200, San Luis Obispo, California 93405

48. [REDACTED]

[REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

49. Scan of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “Zuckerberg Contract page1.tif”.

50. Scan of page 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “Zuckerberg Contract page2.tif”.

51. Scan of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “Untitled-1.tif”.

52. Scan of back of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “Untitled-2.tif”.

53. Scan of page 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “Untitled-3.tif”.

54. Scan of back of page 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “Untitled-4.tif”.

55. Scan of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “q1.tif”.

56. Scan of page 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “q1_0002.tif”.

57. PDF compilation containing Items 44-45, filename: “q1_0004.pdf”. Note: some pages have been redacted because they are irrelevant, proprietary, and/or not within the scope of Category (A) of the Court’s August 18, 2011 Order.

58. Scan of portion of page 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “051.tif”.

59. Scan of portion of page 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “052.tif”.

60. Scan of portion of page 2 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “053.tif”.

61. Scan of portion of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “054.tif”.

62. Scan of portion of page 1 of “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “055.tif”.

Sylint Group, Inc.

63. Location: 240 N. Washington Boulevard, Suite 240, Sarasota, Florida 34236

64. It is my understanding that Sylint may have in its possession items that are responsive to Category (A). (*See Exhibit B to Declaration of Nathan Shaman, dated August 29, 2011.*)

65. It is my further understanding that all of these items are contained on the forensic images already provided to Stroz Friedberg. (*See id.*)

66. It is my further understanding that identification and production of all responsive items in the possession of Sylint would require an enormous expenditure of time and money, and only would lead to the identification and production of items already produced to Stroz Friedberg.

CATEGORY (B)

Jeffrey A. Lake, A.P.C.

67. Location: 835 5th Avenue, Suite 200A, San Diego, California 92101

68. It is my understanding that Lake, A.P.C. is in possession of copies of all of the documents listed below, which are being produced along with this declaration.

Paul Argentieri & Associates

69. Location: 188 Main Street, Hornell, New York 14843

70. Microsoft Word document entitled, “‘Work for Hire’ Contract,” filename: “Work for Hire ContractMZ.doc”.

71. [REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

Connors & Vilardo, LLP

72. Location: 424 Main Street, Buffalo, New York 14202

73. PDF compilation, filename: “Ceglia.pdf”, containing (Note: some pages have been redacted because they are irrelevant, proprietary, and/or not within the scope of Category (B) of the Court’s August 18, 2011 Order):

a. At pages 5-10: [REDACTED]

[REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

b. At pages 11-16: [REDACTED]

[REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

c. At pages 17-22: [REDACTED]

[REDACTED] Note: This

document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

- d. At pages 23-25: [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- e. At page 26: [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- f. At page 27: [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- g. At pages 28-31: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- h. At page 33: [REDACTED]
[REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- i. At page 34: [REDACTED]
[REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- j. At page 35: [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

- k. At page 36: [REDACTED]
[REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- l. At pages 37 - 40: [REDACTED]
[REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- m. At page 41: [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- n. At pages 42-45: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- o. At pages 46-47: [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- p. At pages 63-70: [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- q. At pages 71-74: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

- r. At pages 76-86: [REDACTED]
[REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- s. At pages 87-88: [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- t. At pages 89-90: [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- u. At pages 91-96: [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- v. At pages 97-100: [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- w. At pages 101-102: [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.
- x. At pages 118-125: [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

y. At pages 126-129: [REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

z. At pages 131-141: [REDACTED]

[REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

aa. At pages 142-143: [REDACTED] Note: This

document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

bb. At pages 144-145: [REDACTED] [REDACTED]

Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

cc. At pages 146-151: [REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

dd. At page 152: [REDACTED]

[REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

ee. At pages 153-155: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

[REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

ff. At pages 156-158: [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

gg. At page 159: [REDACTED]
[REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

hh. At page 160: [REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

ii. At pages 160-161: [REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

jj. At page 162: [REDACTED]

[REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

kk. At pages 163-165: [REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

ll. At pages 167-170: [REDACTED]

[REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

mm. At pages 172-173: [REDACTED]

[REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

nn. At page 174: [REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

oo. At page 205: [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

pp. At page 206: [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

qq. At page 207: [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

rr. At page 208-209: [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

ss. At page 210: [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

tt. At page 211: [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

uu. At page 212: [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

vv. At page 213: [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

ww. At page 214: [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

xx. At page 215: [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

yy. At page 216-217: [REDACTED]
[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

Kasowitz, Benson, Torres & Friedman LLP

74. Location: 1633 Broadway, New York, New York 10019.

75. Scan of page 1 of purported "Street Fax" contract apparently executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: "Scan0001.tif".

76. Scan of page 2 of purported "Street Fax" contract apparently executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: "Scan0002.tif".

DLA Piper

77. Location: Various virtual and physical locations.

78. It is my understanding that DLA Piper has in its possession electronic versions of the “‘Work for Hire’ Contract” executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003. (*See* Exhibit A to Declaration of Nathan Shaman, dated August 29, 2011.);

79. It is my further understanding that these items were obtained previously by Stroz Friedberg by copying my electronic media in the possession of Project Leadership Associates. (*See id.*)

80. It is my further understanding that identification and production of all items responsive to Category (B) that are in the possession of DLA Piper would require an enormous expenditure of time and money, and only would lead to the identification and production of items already being produced with this declaration.

Edelson McGuire, LLP

81. Locations: 350 North LaSalle, 13th Floor, Chicago, Illinois 60654; 5715 Firestone Court, Sarasota, Florida 34238.

82. Scan of page 1 of purported “Street Fax” contract apparently executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “Scan0001.tif”.

83. Scan of page 2 of purported “Street Fax” contract apparently executed by Paul Ceglia and Mark Zuckerberg, dated April 28, 2003, filename: “Scan0002.tif”.

Blanco & Associates, Inc.

84. Location: 655 North Central Avenue, 17th Floor, Glendale, California 91203.

85. It is my understanding that Blanco & Associates may have in its possession items that are responsive to Category (B). (*See* Exhibit C to Declaration of Nathan Shaman, dated August 29, 2011.)

86. It is my further understanding that Blanco & Associates has refused to assist my compliance with the August 18, 2011 Order due to an outstanding balance. (*See id.*)

87. It is my further understanding that identification and production of all responsive items in the possession of Blanco & Associates would require an enormous expenditure of time and money, and only would lead to the identification and production of items already being produced with this declaration.

Capsicum Group, LLC

88. Location: The Cira Centre, 2929 Arch Street, Suite 1525, Philadelphia, Pennsylvania 19104.

89. It is my understanding that Capsicum may have in its possession items that are responsive to Category (B). (*See* Exhibit D to Declaration of Nathan Shaman, dated August 29, 2011.)

90. It is my further understanding that identification and production of all responsive items in the possession of Capsicum would require an enormous expenditure of time and money, and only would lead to the identification and production of items already being produced with this declaration.

Project Leadership Associates

91. Location: 120 South LaSalle, Suite 1200, Chicago, Illinois 60603

92. It is my understanding that PLA may have in its possession items that are responsive to Category (B). (*See* Exhibit E to Declaration of Nathan Shaman, dated August 29, 2011.)

93. It is my further understanding that identification and production of all responsive items in the possession of PLA would require an enormous expenditure of time and money, and only would lead to the identification and production of items already being produced with this declaration. (*See id.*)

Stewart Forensic Consultants, LLC

94. Location: 793A East Foothill Boulevard, Suite 200, San Luis Obispo, California 93405

95. [REDACTED]

[REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

96. [REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

97. [REDACTED]

[REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

98. [REDACTED]
[REDACTED]

Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

99. [REDACTED]
[REDACTED]

Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

100. [REDACTED]
[REDACTED]

Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

101. [REDACTED]
[REDACTED]

Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

102. [REDACTED]
[REDACTED]

Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

103. [REDACTED]
[REDACTED]

Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

104. [REDACTED]
[REDACTED]

Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

105. [REDACTED]
[REDACTED]

Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

106. [REDACTED]
[REDACTED]

Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

107. [REDACTED]
[REDACTED]

Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

108. [REDACTED] Note: This document is hereby designated as confidential pursuant to the Joint Stipulated Protective Order.

Sylint Group, Inc.

109. Location: 240 N. Washington Boulevard, Suite 240, Sarasota, Florida 34236

110. It is my understanding that Sylint may have in its possession items that are responsive to Category (B). (*See Exhibit B to Declaration of Nathan Shaman, dated August 29, 2011.*)

111. It is my further understanding that all of these items are contained on the forensic images already provided to Stroz Friedberg. (*See id.*)

112. It is my further understanding that identification and production of all responsive items in the possession of Sylint would require an enormous expenditure of time and money, and only would lead to the identification and production of items already produced to Stroz Friedberg.

CATEGORY (C)

Jeffrey A. Lake, A.P.C.

113. Location: 835 5th Avenue, Suite 200A, San Diego, California 92101

114. It is my understanding that Lake, A.P.C. is in possession of copies of all of the documents listed below, which are being produced along with this declaration.

Kasowitz, Benson, Torres & Friedman LLP

115. Location: 1633 Broadway, New York, New York 10019.

116. Email from ceglia@adelphia.net to jkole@sidley.com, dated March 3, 2004, filename: "page 1 of 2 for Streetfax contract w mark.msg".

117. Email from ceglia@adelphia.net to jkole@sidley.com, dated March 3, 2004, filename: "2 of 2 for streetfax contract.msg".

DLA Piper

118. Location: Various virtual and physical locations.

119. It is my understanding that DLA Piper does not have in its possession electronic versions of any emails or purported emails by and among Mark Zuckerberg, myself and/or other persons associated with Street Fax. (*See Exhibit A to Declaration of Nathan Shaman, dated August 29, 2011.*)

Capsicum Group, LLC

120. Location: The Cira Centre, 2929 Arch Street, Suite 1525, Philadelphia, Pennsylvania 19104.

121. It is my understanding that Capsicum Group, LLC may have in its possession items that are responsive to Category (C). (*See Exhibit D to Declaration of Nathan Shaman, dated August 29, 2011.*)

122. It is my further understanding that identification and production of all responsive items in the possession of Capsicum Group, LLC would require an enormous expenditure of time and money, and only would lead to the identification and production of items already being produced with this declaration.

Project Leadership Associates

123. Location: 120 South LaSalle, Suite 1200, Chicago, Illinois 60603

124. It is my understanding that PLA may have in its possession items that are responsive to Category (C). (*See* Exhibit E to Declaration of Nathan Shaman, dated August 29, 2011.)

125. It is my further understanding that identification and production of all responsive items in the possession of PLA would require an enormous expenditure of time and money, and only would lead to the identification and production of items already being produced with this declaration. (*See id.*)

Sylint Group, Inc.

126. Location: 240 N. Washington Boulevard, Suite 240, Sarasota, Florida 34236

127. It is my understanding that Sylint may have in its possession items that are responsive to Category (C). (*See* Exhibit B to Declaration of Nathan Shaman, dated August 29, 2011.)

128. It is my further understanding that all of these items are contained on the forensic images already provided to Stroz Friedberg. (*See id.*)

129. It is my further understanding that identification and production of all responsive items in the possession of Sylint would require an enormous expenditure of time and money, and

only would lead to the identification and production of items already produced to Stroz Friedberg.

CATEGORY (D)

130. After a diligent search and a reasonable inquiry, I have not been able to locate any responsive items in my possession, custody, or control.

CATEGORY (E)

Gigaware USB Device, 20051942520C8D20CDB2&O

131. Upon information and belief, I was in possession of this media device in 2010.

132. Upon information and belief, the link files referenced in items 76-90 of the Stroz Friedberg Presumed Relevant Materials Log refer to files I copied to this media device in July 2010.

133. Furthermore, it is my understanding that the access dates for this media device correspond to the dates on which those link files were created on my Toshiba laptop because the drive was first accessed on the Toshiba on June 17, 2010 and later accessed on the Toshiba on September 16, 2010.

134. “Zuckerberg Contract page1.tif” was a scan of the first page of my “‘Work for Hire’ Contract” with Mark Zuckerberg that I made several days before the original complaint was filed. (*See* Declaration of Paul Argentieri, dated August 29, 2011.) Several copies of this file are being produced along with this declaration.

135. “Zuckerberg Contract page2.tif” was a scan of the second page of my “‘Work for Hire’ Contract” with Mark Zuckerberg that I made several days before the original complaint was filed. (*See id.*) Several copies of this file are being produced along with this declaration.

136. Upon information and belief, the files “DOC212.pdf,” “DOC213.pdf,” “DOC214.pdf,” “DOC215.pdf,” and “DOC221.pdf” were PDF files of documents related to (1) filings made prior to removal of this case to federal court or (2) filings from *Facebook, Inc. v. ConnectU, Inc.* (Civ. No. 07-01389, N.D. Cal.) and related litigation.

137. After a diligent search and reasonable inquiry of my attorneys, experts, and family, I am unable to locate this media device in my possession, custody, or control.

Maxtor 3200 USB Device 604010193447&0

138. It is my understanding that this media device was produced to Stroz Friedberg for inspection at the offices of Sylint Group, Inc. in Sarasota, Florida on July 15, 2011.

139. It is my further understanding that the internal identifier of this hard drive is 604010193447&0.

140. It is my further understanding that the external identifier, contained on the hard drive enclosure, is L42PMZBG.

141. In my declaration of July 15, 2011 (Doc. No. 88), I identified this hard drive by its external identifier, listed above.

SanDisk Cruzer Micro USB Device, 200524439016A86122A2&O

142. It is my understanding that this media device was first accessed on my Toshiba laptop on July 22, 2009 and later accessed on December 22, 2010.

143. It is my further understanding that there is a record of access to this device on my parents’ loose Seagate hard drive on September 29, 2010.

144. I do not recall using this media device, and after a diligent search and reasonable inquiry of my attorneys, experts, and family, I am unable to locate this media device in my possession, custody, or control.

USB 2.0 USB Flash Drive USB Device, 76562f5793a65e&o

145. [REDACTED]

146. I do not recall using this media device, and after a diligent search and reasonable inquiry of my attorneys, experts, and family, I cannot locate it in my possession, custody, or control.

Ut165 USB2 FlashStorage USB Device, 00000000000069&0

147. It is my understanding that this device was first accessed by one of my parents' computers on May 5, 2010.

148. [REDACTED]

149. I do not recall using this media device, and after a diligent search and reasonable inquiry of my attorneys, experts, and family, I cannot locate it in my possession, custody, or control.

Kingston DataTraveler 2.0 USB Device, 5B8407000A4B&O

150. [REDACTED]

151. I do not recall using this media device, and after a diligent search and reasonable inquiry of my attorneys, experts, and family, I cannot locate it in my possession, custody, or control.

CATEGORY (F)

Sylint Group, Inc.

- 152. Location: 240 N. Washington Boulevard, Suite 240, Sarasota, Florida 34236
- 153. One (1) Seagate 120GB internal hard drive SN: 3JT1JQF6
- 154. One (1) Maxtor 300GB external USB drive SN: L42PMZBG
- 155. Five (5) 3.5" floppy disks
- 156. Twelve (12) CDs/DVDs
- 157. All of the above were produced for inspection on July 15, 2011.

Project Leadership Associates

- 158. Location: 120 South LaSalle, Suite 1200, Chicago, Illinois 60603
- 159. One (1) Toshiba laptop SN: 69500395Q
- 160. 169 3.5" floppy disks
- 161. 1,075 CDs/DVDs
- 162. An electronic image of one (1) Seagate 120GB internal hard drive SN: 3JT1JQF6
- 163. All of the above were produced for inspection on July 15, 2011, except the image of the Seagate hard drive, which was produced for inspection on July 18, 2011.

Carmen and Vera Ceglia

- 164. Location: Wellsville, New York
- 165. One (1) Compaq SR5000 computer SN: 3CR8190BXZ with Samsung hard drive, SN: S19JJ1DQ400135
- 166. One (1) Acer computer with Hitachi hard drive, SN: GEK834RBUWEP2A
- 167. The Compaq computer was produced for inspection on July 15, 2011.

168. The Acer computer was produced for inspection on July 19, 2011.

Paul Ceglia

169. Location: Ireland

170. An electronic image of one (1) Maxtor 300GB external USB drive SN: L42PMZBG

171. This image is an exact duplicate of the Maxtor hard drive produced for inspection on July 15, 2011 and therefore will not be produced. (*See* August 18, 2011 Order at 3, ¶ 3.)

CATEGORY (G)

172. The only items responsive to this Category are identified above under Category (E).

CERTIFICATION OF PRODUCTION

173. I hereby certify that all files, computers, and electronic media identified above are being produced to Defendants on August 29, 2011, with the exception of those files named in the Privilege Log produced with this declaration.

IDENTIFICATION OF EMAIL ACCOUNTS

Gmail

174. Email account: [REDACTED]

175. Password: [REDACTED]

MSN

176. Email account: [REDACTED]

177. Password: [REDACTED]

Adelphia

178. I have not used, since 2003, an Adelphia.net email account that belongs to me.

179. The Adelphia.net account I used in the past belonged to my parents.

Tmail

180. Tmail was an email account provided by T-Mobile for use on the original T-Mobile Sidekick smart phone.

181. This account was accessible directly from the Sidekick.

182. I do not know how to access this account, and I have not used this account since 2005.

The Native Emails Attached to the Amended Complaint

183. I continue to certify that I performed a diligent search for and reasonable inquiry as to the native emails attached to the Amended Complaint, and I have produced all electronic media that might contain such files.

I hereby certify and declare under penalty of perjury that the foregoing is true and accurate.

DATED: August 29, 2011

s/ Paul Ceglia
Paul D. Ceglia

EXHIBIT C

August 30, 2011

VIA ELECTRONIC MAIL

Jeffrey A. Lake, Esq.
Jeffrey A. Lake A.P.C.
835 5th Avenue, Suite 200A
San Diego, California 92101

Re: Ceglia v. Zuckerberg and Facebook, Inc., No. 1:10-cv-569 (RJA)

Dear Mr. Lake:

As you know, pursuant to the Court's August 18 Order (the "Order"), Plaintiff shall "identify all email accounts accessible through web-based interfaces that Plaintiff has used since 2003, including but not limited to his gmail.com, msn.com, tmail.com, and adelphia.net accounts," by August 29, 2011. Order (Doc. No. 117) ¶ 5. Plaintiff shall also consent to the acquisition and inspection by Stroz Friedberg of the contents of all such accounts, providing his consent "on a form or forms to be provided by Stroz Friedberg," by August 29, 2011. Id.

The consents provided by Plaintiff on August 29, 2011 are not on the form provided by Stroz Friedberg and are manifestly deficient. Specifically, Plaintiff has inserted a purported qualification that conditions his consent on the resolution of his "Motion to Stay Discovery, filed August 29, 2011, and subsequent Objections to the August 18 2011 Order, which will be filed on or before September 1, 2011."

This purported qualification constitutes improper self-help for at least two reasons. First, as you know, the Order is not conditional: Plaintiff "shall" consent to the acquisition and inspection of the contents of his web-based email accounts and "shall" provide such consent on the form provided by Stroz Friedberg, by August 29, 2011. Id. Second, the Court has now denied Plaintiff's duplicative motions to stay the Order three times: on August 18 (Doc. No. 116), August 26 (Doc. No. 125), and August 30 (Doc. No. 127). And though Plaintiff may file objections to the Order under Federal Rule of Civil Procedure 72(a), as the Court explicitly held, the "desire to file objections to a magistrate judge's order does not, by itself, warrant a stay of that order." Text Order (Doc. No. 119); see also Am. Rock Salt Co., LLC v. Norfolk S. Corp., 371 F. Supp. 2d 358, 360-61 (W.D.N.Y. 2005).

Thus, Plaintiff is willfully violating the clear and express terms of Paragraph 5 of the Order. We hereby demand that Plaintiff immediately provide his court-ordered consent to the

GIBSON DUNN

Jeffrey A. Lake, Esq.

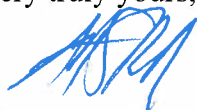
August 30, 2011

Page 2

acquisition and inspection of the contents of all of his web-based email accounts, on the form provided by Stroz Friedberg without condition or qualification.

We reserve the right to seek attorney's fees, costs, and appropriate sanctions for Plaintiff's ongoing non-compliance.

Very truly yours,



Alexander H. Southwell

cc: Nathan Shaman, Esq.

Paul Argentieri, Esq.