

1 **UNITED STATES DISTRICT COURT**
2 **WESTERN DISTRICT OF NEW YORK**

3 PAUL D. CEGLIA,

4 Plaintiff,

5 v.

6 MARK ELLIOT ZUCKERBERG and
7 FACEBOOK, INC.,

8 Defendants.

**DECLARATION OF
JAMES A. BLANCO
IN SUPPORT OF
PLAINTIFF’S FORTHCOMING
RESPONSE TO DEFENDANTS’
MOTION TO DISMISS FOR FRAUD**

1:10-cv-00569-RJA

9
10 I, JAMES A. BLANCO submit this declaration in support of Plaintiff’s forthcoming response to
11 Defendants’ Motion To Dismiss for Fraud, and hereby declare under penalty of perjury and pursuant
12 to 28 U.S.C. 1746 that the following is true and correct:

13 1. I am James A. Blanco, all of the facts set forth in this declaration are of my own personal
14 knowledge and if called as a witness I could and would competently testify as to the following:

15 **Examiner’s Professional Background and Work History:**

16 2. I am a Forensic Document Examiner and I maintain a full time practice in Forensic
17 Document Examinations. My business addresses are 55 New Montgomery Street, Suite 712 San
18 Francisco, California 94105, 655 North Central Avenue 17th Floor, Glendale, California 91203, and
19 1629 K Street N.W. Suite 300 Washington, DC 20006. I have been in the field of Forensic
20 Document Examinations for over twenty five years. My training, experience, and qualifications as a
21 Forensic Document Examiner are set forth in my current three-page curriculum vitae which is
22 attached and incorporated hereto as EXHIBIT 1. My training included review of such notable cases
23 as the Zodiac Killer and the Howard Hughes Will.

24 3. I formally subscribe to the Collaborative Testing Services tests, which are controlled tests
25 with known results. These are the same tests given to forensic document experts in government
26 laboratories that are accredited by ASCLD (American Society of Crime Laboratory Directors).
27 I continue to pass these ongoing tests maintaining a zero personal examiner error rate¹. In my

28 ¹ Also referred to as a “personal examiner success rate” per Chris Czyryca, Vice President of Operations of CTS.

1 government positions I also accurately passed all of the “CTS” tests administered to me.

2 4. I was formerly commissioned with the Federal Bureau of Alcohol, Tobacco and Firearms
3 working as a full time Forensic Document Examiner employee in their Western Regional Forensic
4 Science Crime Laboratory. In this position I worked cases for the numerous field offices (“Posts of
5 Duty”) in the United States and in the U.S. Protectorates and Territories of the Special Agents of
6 ATF, which also occasionally involved joint investigations involving DEA and FBI questioned
7 documents cases. I left this position on good terms for a full time Forensic Document Examiner
8 employee position with the California Department of Justice, where I examined cases for hundreds
9 of government and law enforcement agencies throughout the State of California. I left this position
10 on good terms to enter private practice as a Forensic Document Examiner and have been in full time
11 private practice now for fifteen years.

12 5. In addition to civil casework, I also maintain the exclusive contract with the California
13 Secretary of State’s Office for Forensic Document services wherein I service their Forensic
14 Document casework regarding voting-fraud cases. I also work cases for numerous other government
15 agencies both inside and outside of California, including the Montana Division of Criminal
16 Investigation, the Federal Defenders offices in Anchorage, Florida, Puerto Rico, and other agencies.

17 6. I have rendered expert opinions regarding questioned documents on over 7,000 occasions².
18 I have qualified and testified as an expert witness concerning questioned documents in excess of two
19 hundred times in both federal and superior courts in numerous States and also abroad in Mexico,
20 Singapore, and the High Court of South Africa. I have never been prevented from testifying in any
21 venue or jurisdiction. Attached hereto as EXHIBIT 50 is a listing of my testimony in previous cases
22 over the last four years.

23 **The document inspection in Buffalo New York and materials considered:**

24 7. I examined the actual original Facebook Contract document at the law offices of Harris
25 Beach in Buffalo, NY on July 15, 2011. Although the two-page questioned document examined is
26 titled the “*Work For Hire*” Contract, I will refer to it as the “*Facebook Contract*” to be consistent
27

28 ² In my previous declaration (Document 194) I stated “6,000” occasions but that was due to information I inadvertently
“cut and pasted” from an old template in the preparation of my first declaration.

1 with legal filings in the case. A copy of my scan of the original two-page Facebook Contract is
2 attached hereto as EXHIBIT 2. Also on July 15, 2011, I witnessed the document inspection by
3 defendants' experts Peter Tytell and Gus Lesnevich. On the following morning (July 16, 2011)
4 I witnessed the morning portion only of the document inspection by defendants' expert Gerald
5 LaPorte. Subsequently I have reviewed and analyzed the data I developed and have been presented
6 with other data for consideration in this matter, such as the defense expert reports and declarations
7 and DVD Videos of other days of document inspections by defendants' experts when I was not
8 present. However, I have not been provided the work product of defendants' experts except for the
9 limited items that have been attached to their declarations and reports.

10 8. My analysis has sought to determine whether or not the present two-page original Facebook
11 Contract ("Work For Hire" Contract) before the Court is legitimate. To that end I have performed
12 various analyses, reviewed much documentation in this matter, and have come to numerous
13 determinations. My *Findings and Opinion Summary* can be found on page 86 herein beginning with
14 paragraph 232.

15 9. Due to the extensive volume of information developed through my work, I have prepared the
16 following three-page Table Of Contents to assist the reader in readily locating topics of interest.

17 ***The Table of Contents begins on the next page.***

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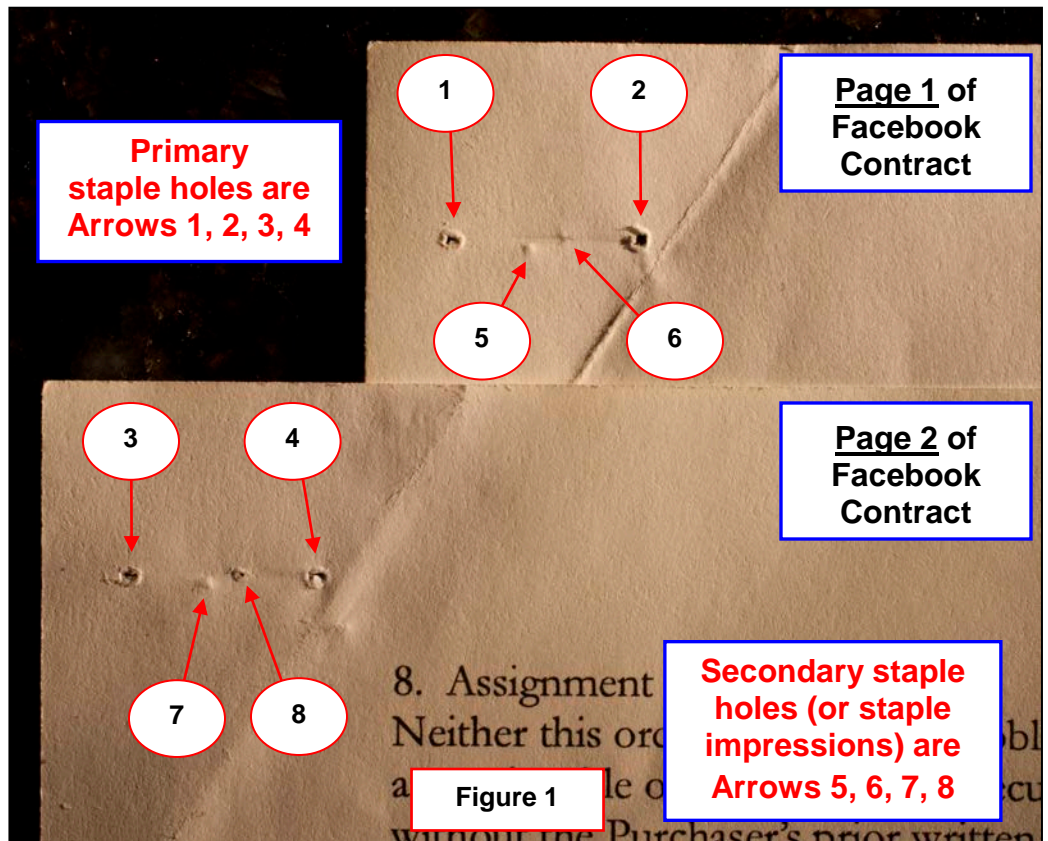
Analysis and Opinions regarding the staple holes:

10. On page 7 of my previous declaration dated October 31, 2011 (Document 194), I stated under Paragraph 21. b) that,

“I have examined the staple holes at the upper left-hand corner of both pages of the Facebook Contract and I have determined that the staple holes on both pages align demonstrating that these two pages of the Facebook Contract have only been stapled one time wherein they were actually stapled together.”

11. Contrary to the assertions of the defendants’ experts, these staple holes provide extremely compelling evidence that page 1 of the Facebook Contract was the original companion page to page 2, and was not a later substituted page. Furthermore, this staple-hole evidence, when considered together with the following points of evidence developed in this declaration, provides conclusive proof that page 1 of the Facebook Contract was the original companion page to page 2.

12. Figure 1 below is an enlargement of the staple holes from page 1 and page 2 of the Facebook Contract. In this image, page 1 of the contract is positioned behind page 2 and is identified



1 by the text box at the uppermost right side of the Figure 1 chart. I took this photograph at the
2 document production in Buffalo NY on July 15, 2011. I used a Canon digital camera mounted to a
3 table-top tripod. I positioned a portable light source³ somewhat low so as to graze light across the
4 pages to better image the staple holes and staple detent impression marks. What I mean by “staple
5 detent marks” are those small mounds on the paper which are the result of pressure from the tips of
6 the staple legs which press on but do not penetrate the paper.

7 13. In Figure 1, note the larger outboard holes indicated by arrows 1 and 2 for page 1, and arrows
8 3 and 4 for page 2 of the Facebook Contract. These are the “primary staple holes” where the two
9 “legs”⁴ of the staple penetrated from the tops of the pages through to the back side of page 2 of the
10 Facebook Contract. Once the staple passed through the rear sheet (marked by arrows 3 and 4) it was
11 confronted with the “anvil,” which is the bottom plate of a typical stapler which has a detent in it.
12 This bottom plate serves to bend the staple legs inward toward one another, and then may also press
13 the leg end tips up a bit which can dig into the paper from the back due to upward pressure. This
14 explains the two inner detent marks on page 1 indicated by arrows 5 and 6, and it also explains the
15 two inner detent marks on page 2 indicated by arrows 7 and 8. Such holes, or stapler detent marks, I
16 will refer to as “secondary staple holes” or “detent marks” or just “detents”. Such secondary staple
17 holes/detent marks do not always appear on a stapled document, but it is common that they do so.

18 14. Closer inspection of the detent mark indicated by arrow 8 reveals that there is a small hole
19 which demonstrates that page 2 was indeed behind page 1 in this two-page sequence. We know this
20 since the upward pressure of the staple first pressed through the back side of page 2, creating an
21 actual penetration of the paper from behind (see Figure 1 arrow 8), and afterwards the staple leg tip
22 end points continued exerting upward pressure such that they created the more faint detent marks we
23 observe on page 1 pointed out by arrows 5 and 6. That is to say that page 2 received most of the
24 force of the upward pressure of the staple leg tips and thus, page 2 served as a buffer so that less
25 force was applied by the staple leg tips to the back side of page 1.

26 15. Defendants’ experts argue (see discussion herein beginning at paragraph 18.) that the

27 _____
28 ³ The brownish hues of these images are due to the type of light I used combined with the ambient light in the room.

⁴ EXHIBIT 3 attached hereto shows an enlargement of a typical staple.

1 presence of staple holes is insignificant and does not offer substantive evidence that page 1 was the
2 actual original, legitimate document stapled to the original of page 2 of the Facebook Contract under
3 investigation. They also suggest that a more recently created page 1 was attached to page 2 with the
4 staple having been reinserted by hand. In so asserting, defendants' experts ignore the following:

- 5 1) The primary staple holes of page 1 are a precise match when compared to the primary
6 staple holes of page 2.
- 7 2) The primary staple holes of pages 1 and 2 are in the same relative
8 positions from the top and left margins of each page.
- 9 3) The secondary staple hole/detent marks are in the same matching positions
10 for pages 1 and 2.
- 11 4) The secondary staple hole indicated by arrow number 8 demonstrates that the
12 back page received more force from behind due to the upward pressure of the staple
13 leg tip.
- 14 5) Defendants' experts also dismiss the professional literature regarding the importance
15 of staple hole marks in determining whether or not there has been an insertion of a
16 sheet of paper: "The insertion of a sheet of paper is determined by the examination
17 of the staple holes."⁵

18 16. Typical staple holes with their secondary holes/detent marks, are obviously made using a
19 mechanical device—a "stapler". While a person could attempt to accomplish a deception by
20 attaching a newly created page 1 to an older pre-existing page 2, creating new staple holes in the
21 new page 1 (the "forgery") would have to be accomplished by hand. Any holes created to
22 accomplish the ruse would have to match the pre-existing holes in the older page 2. This task would
23 be improbable to accomplish by hand because the following hurdles would have to be overcome:

- 24 1) The new holes for page 1 would have to be punctured by hand giving a similar look
25 to the existing holes on page 2. That is, some type of puncture device would be necessary. It is very
26 difficult to make such holes by hand that would be the same size in the new page 1 as appear on the
27

28 ⁵ Scientific Examination of Questioned Documents, Page 326—see Figure 27.7, discussion of staple hole evidence on EXHIBIT 4 attachment.

1 previous page 2. Tearing or ripping of the paper likely occurs making the holes for page 1 look
2 different than the holes for page 2.

3 2) The relative position of the holes for page 1 would have to be the same as the relative
4 position of the holes on page 2.

5 3) The distance between the holes on page 1 would have to be precisely the same as the
6 distance between the holes on page 2, such that an overlay of the two pages would reveal a precise
7 match.

8 These first three points are considered with the assumption that a person is mindful to begin
9 with that there were staple holes on page 2 that needed to somehow be matched by creating holes in
10 the newly created page 1. However, the following additional combined points add to the
11 improbability that a new substituted page 1 was re-stapled to the previously existing page 2 of the
12 Facebook Contract:

13 4) It must be presumed that a person would observe the secondary staple holes/detent
14 marks (see Figure 1 arrows 5, 6, 7, 8).

15 5) It must be presumed that a person, even if they did observe the secondary staple
16 holes/detent marks would understand what they were and that they were part of the
17 stapling procedure.

18 6) It must be presumed that a person could somehow create, by hand, matching detent
19 marks with such precision that their position on pages 1 and 2 is the same.

20 7) It must be presumed that a person could somehow create, by hand, matching detent
21 impressions to a similar degree of size and pressure so that the tiny “mounds” appear
22 the same in elevation and shape.

23 8) It must be presumed that a person would know to press from the back side of the
24 document rather than press from the front side to create those detent marks.

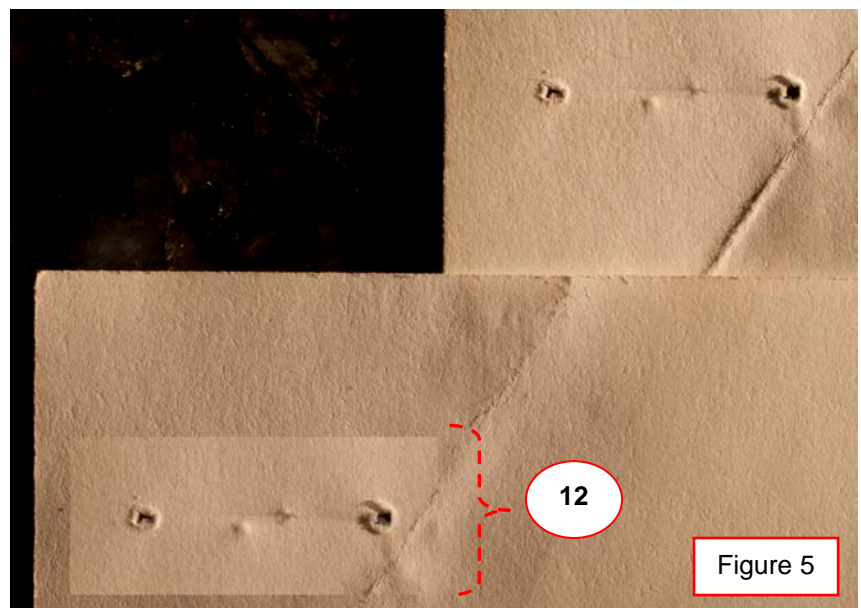
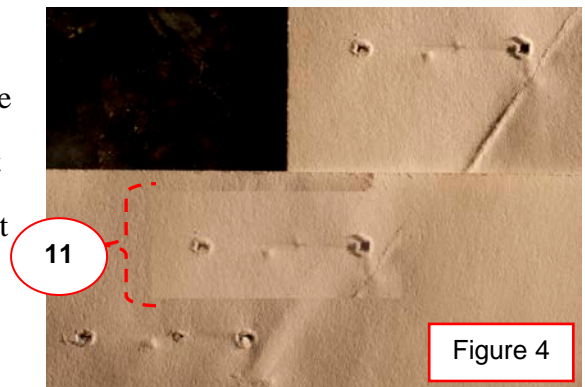
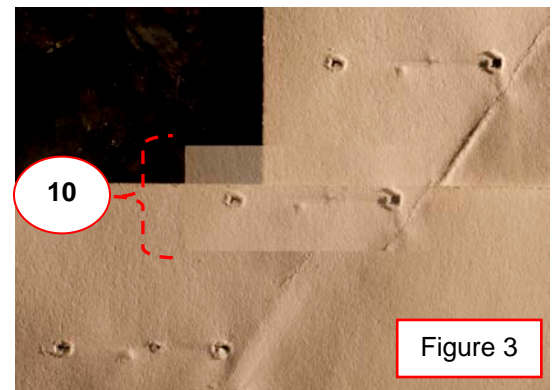
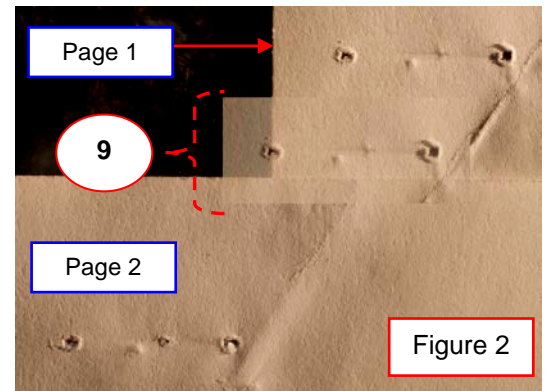
25 It is highly improbable that these eight presumed facts are all true.

26 ///

27 /// [page break here to accommodate series of images on the following page]

28

1 17. Figures 2 through 5 demonstrate that the staple
2 holes and impressions from page 2 match the staple
3 holes and impressions of page 1. In Figures 2 through 5, each
4 set of staple holes and impressions at the upper right of
5 each image are from page 1 of the Facebook Contract,
6 while the staple holes and impressions at the lower left of
7 each Figure are from page 2 of the Facebook Contract.
8 Observe the “ghost” image for each Figure in between
9 the page 1 and page 2 staple holes indicated by brackets
10 9, 10 and 11. This ghost image (which is just an overlay)
11 was created by tightly cropping the staple holes from
12 page 1 and setting the opacity to 70 percent so that the
13 page 1 staple holes could be superimposed over the page
14 2 staple holes to see if they match. In Figure 2 the ghost
15 image (see bracket No. 9) is positioned up higher so that
16 it can be observed that it is a replica image of the upper
17 page 1 set of staple holes and impressions. In figures 3
18 and 4 the ghost image is
19 positioned more toward the
20 lower page 2 staple holes as
21 observed by the No. 10 and 11
22 brackets. Then in
23 Figure 5, one can observe the
24 *precise* match of the page 1
25 staple holes over the top of the
26 page 2 staple holes indicated by
27 bracket No. 12. Note that the
28 detent marks also line up.



1 **Defendants' Experts On The Staple/Staple Holes Evidence:**

2 18. Neither Frank J. Romano nor Gus Lesnevich in their declarations dated March 25, 2012
3 (Documents 327 and 329 respectively) provided evidence, analysis, or opinions regarding the staple
4 hole/staple detent marks evidence. However, Peter Tytell, Albert H. Lyter III and Gerald LaPorte did
5 offer some statements regarding the staple and/or staple marks evidence:

6 **The Tytell declaration** (March 25, 2012)

7 19. On page 11 and 12 of Tytell's declaration (Document 330) he discussed the issue of *staples*,
8 however, he made no mention of any analysis he performed of the actual *staple holes*, or *staple*
9 *detent marks* appearing in page 1 and page 2 of the original Facebook Contract pages examined on
10 July 14-15, 2011. It is common for a Forensic Document Examiner to compare the staple holes and
11 staple detent marks on various pages to determine the relationship of document pages to one
12 another.⁶ However, Tytell offers no evidence of or any reference to the significance of the staple
13 holes on pages 1 and 2 of the *original* Facebook Contract.

14 20. On July 15, 2011 at the document production at Harris Beach in Buffalo NY, I personally
15 observed Tytell take well over 165 photographs of the pages under investigation. In spite of all of
16 these photographs, Tytell, in his Document 330 declaration, offers no pictures regarding the staple
17 holes or staple detent marks on the two original pages of the Facebook Contract. Nor does he even
18 comment regarding the presence or the evidentiary significance of the staple holes or marks on pages
19 1 and 2 of the original Facebook Contract.

20 21. Instead, Tytell deflects the compelling evidence of the staple holes and detent marks on the
21 original Facebook Contract documents by referring to a very inferior image of a staple in an earlier
22 and poor quality copy of the Facebook Contract. See Fig. 15 of page 12 of Tytell declaration
23 (Document 330) where he attached the cropped inferior image, the same version of page 1 which
24 defense expert Gus Lesnevich referenced in his declaration as "Q1". That low quality imagery used
25 by Tytell cannot inform us of what is clear from good quality photographs of the original pages—
26 that the staple holes of page 1 and page 2 of the Facebook Contract match. Even the EXHIBIT A and

27 ⁶ "FDEs (*Forensic Document Examiners*) are well aware of the importance of checking staple hole patterns, paper types,
28 watermarks, indentations...as part of their routine casework. Any of these typical examinations may show evidence of an
addition or alteration." Page 198, Scientific Examination of Questioned Documents, Second Edition: CRC Press 2006.

1 EXHIBIT B reduced-quality full page document reproductions of the Facebook Contract attached
2 to Tytell's March 25, 2012 declaration (Document 330) reveal the staple holes. Confronted with
3 such obvious evidence, it is surprising that Tytell did not offer any analysis or opinions regarding the
4 actual staple holes and/or detent marks on the original Facebook Contract pages examined.

5 **The Lyter report** (March 24, 2012; *although the year shows as "2011" on page 1 of his report*)

6 22. On page 5 of the Lyter report (Document 328) he states that he observed the staple holes in
7 the upper left corner of page 1 and page 2 of the "Work for Hire" document. Lyter further states that
8 "The second page contained additional holes in the area of the staple holes that are consistent with
9 what is called 'backbiting'". These are the interior sets of what I call the "secondary staple holes" or
10 "detent marks." While Lyter observed these secondary "holes" on the second page, he apparently did
11 not observe the matching detent marks on page 1. Nor did Lyter say whether or not any of these
12 staple holes/detent marks matched. It is standard practice for Forensic Document Examiners to
13 examine the staple holes on companion documents to see if they match or not (reference Footnote 6
14 on page 12 herein).

15 23. Lyter implies in his report that while detent marks⁷ were present on page 2, they were not
16 present on page 1. This implication by Lyter is misleading. His omission of any observations
17 regarding the staple detent marks on page 1 leads the reader to assume that this is an important
18 difference between the two pages which, if true, could lend support to defendants' experts' position
19 that page 1 was substituted. This relevant omission is an apparent attempt to mislead the trier of fact.

20 24. I disagree with Lyter's next comment that "a single set of staple holes does not mean that a
21 document was stapled only once or even necessarily together."⁸ In view of the context of the actual
22 original evidence examined, which should be what our analysis pertains to, Lyter is wrong when
23 you consider that we have four matching staple holes/detent marks, and it is highly improbable that a
24 person could reproduce such holes and marks with precision as previously discussed herein. It is
25 particularly improbable that a layperson could achieve this task. In my 25 years of experience in this
26 field I have not observed in casework, nor heard of any experimentation, nor read any scientific or
27

28 ⁷ What I call "detent marks" Lyter calls "backbiting" in his report- a term which I don't dispute.

⁸ Page 5 of March 24, 2011 report of Albert Lyter (Document 328).

1 technical literature supporting Lyter's claim that the precision present in these matching staple holes
2 in the Facebook Contract pages can be achieved by a forger of any skill level.

3 **The LaPorte report** (March 25, 2012)

4 25. In the context of stating his formal opinion, under his "Executive Summary" on page 3 of his
5 report (Document 326), LaPorte opines in paragraph 7,

6 "There is no evidence to refute *the possibility* that another page, other than page 1 of the Work for
7 Hire document, was originally stapled to page 2 and removed at a later time."

8 LaPorte is clearly wrong in view of the evidence that I have presented in this declaration. It is
9 disingenuous for him to state that there is "no evidence to refute *the possibility*" when there is clearly
10 very compelling evidence to refute his statement.

11 26. Further, it apparently escapes LaPorte's awareness as an expert that the courts deal in at least
12 a minimum of "probabilities" and not in "possibilities" and that experts should not opine concerning
13 mere "possibilities" or "could have"('s), as per the warning of the ASTM Standard E1658-08
14 (EXHIBIT 5 attached hereto) "Standard Terminology for Expressing Conclusions of Forensic
15 Document Examiners" which states:

16 "4.2 Deprecated and Discouraged Expressions: 4.2.1 Several expressions occasionally used
17 by document examiners are troublesome because they may be misinterpreted to imply bias,
18 lack of clarity, or fallaciousness and their use is deprecated..."

19 27. The first of these deprecated and discouraged terms are the words "possible/could have"
20 followed by the warning in this guide that "—these terms have no place in expert opinions on
21 handwriting..."⁹

22 While LaPorte may now want to claim that he used the term "possibility" outside of the context of
23 "handwriting", nevertheless he has chosen to apply this guide to other examinations that he has
24 performed and, in fact, footnotes his application of this guide on page 2 of his report at
25 Footnote No. 2 "The forensic document community relies on ASTM E1658-08: Standard

26 _____
27 ⁹ In regards to when the Specifications document was created and signed, LaPorte opines at paragraph 9 of his same
28 "Executive Summary"— "...it *could have* been created on April 28, 2003, but also *could have* been created on a date
prior or thereafter." Although terms such as "possibly" or "could have" may be part of a thought process along the
logical road working our way toward conclusions, the Expert in his/her formal opinion statements must leave out these
deprecated terms so as to not mislead the trier of fact.

1 Terminology for Expressing Conclusions of Forensic Document Examiners.”

2 LaPorte also uses this guide on page 23 of his report citing it again in his Footnote No. 34.

3 While LaPorte embraces the usage of the ASTM terminology at Section 4.1, he forsakes it at
4 Section 4.2.1.

5 28. LaPorte later continues his argument about the staple holes on page 20 with his rebuttal to
6 my stated opinions in my previous declaration dated October 31, 2011 (Document 194).

7 LaPorte discussed on pages 20-21 of his report the presence of primary staple holes, but apparently
8 he is not cognizant about secondary staple holes/detent marks, as his report is completely devoid of
9 any references to them. This omission of any observation regarding the staple detent marks on either
10 page 1 or page 2 of the Facebook Contract is either an attempt to mislead the court or evidence of
11 LaPorte's lack of expertise to opine in this area. In either case, it leaves the reader without important
12 evidence. LaPorte offers no imagery in support of his statements, but accuses that I “simply
13 *assume* that the two pages were actually stapled together.”¹⁰ LaPorte made his inaccurate statement
14 based upon his false assumption that I opined without a factual basis. Clearly, my basis appears and
15 is stated in this present declaration.

16 29. Regardless of whatever skill level LaPorte has as a forensic scientist, it is quite doubtful that
17 he could create matching primary staple holes along with matching secondary staple holes/detent
18 marks. But even if LaPorte as an expert could pull off such a skilled task, it is beyond reason to
19 conclude that a layperson could accomplish such a feat. Furthermore, LaPorte did not demonstrate
20 such an ability to create such matching marks after substituting a piece of paper into a two page test
21 document. Neither did he cite any literature demonstrating that *any person* has ever been able to
22 accomplish that feat.

23 30. At paragraph 7. page 25 of LaPorte’s report (Document 326), his statement is demonstrably
24 in error when he stated:

25 “There is no evidence to refute *the possibility* that another page, other than page 1 of the
26 Work for Hire document, was originally stapled to page 2 and removed at a later time”
27 (italics added). My analysis of the staple holes herein clearly shows that there is compelling evidence

28 ¹⁰ LaPorte report dated March 25, 2012 page 20 (Document 326).

1 to refute his claim.

2 31. LaPorte further reveals his lack of expertise in this type of analysis by insisting on the
3 presence of the actual staple to resolve the question as to whether or not two pages had previously
4 been stapled together (Document 326, LaPorte report page 25, 7.a.):

5 “but no staple was present for the examination so there is no way to determine if
6 the two pages were, in fact, stapled together at one time.”

7 The presence of an actual staple may have offered no answers to this riddle. However, the answer
8 lies in the actual staple holes and detent marks which are present on the original pages themselves
9 which all of the experts examined.

10 32. In assessing the competing positions as to whether the original Facebook Contract examined
11 by the experts was originally stapled together or whether page 1 was a later substituted page, I have
12 considered which is the more likely scenario. It takes a great leap of faith to accept the proposition
13 that a “forger” could first understand all of the important tasks to be done (a point not even argued
14 by Defendants’ experts), and then had the skill level to accomplish those tasks with precision (an
15 additional point also not argued by defendants’ experts). It appears immanently more likely that page
16 1 of the Facebook Contract was originally stapled to page 2 of the Facebook Contract, as the
17 evidence compels.

18 **LaPorte’s Deliberate Attempt To Mislead This Court:**

19 33. On pages 18-19 of LaPorte’s March 25 2012 report (Document 326), he misleads the
20 court/trier of fact when he cites my expulsion from the voluntary professional association called the
21 AAFS¹¹, but intentionally leaves out the important resolution to this event - that the very expulsion
22 which he cites was *vacated* by a Settlement Agreement¹² as the result of my federal lawsuit against
23 AAFS for expelling me in violation of my legal rights. My claims are detailed in my First Amended
24 Federal Complaint against the AAFS.¹³ Federal Judge Susan Illston signed the Stipulation For
25

26 ¹¹ American Academy of Forensic Sciences.

27 ¹² Settlement Agreement dated August 28, 2010- between James A. Blanco, Plaintiff and defendant, the American
Academy Of Forensic Sciences EXHIBIT 6.

28 ¹³ James A. Blanco, Plaintiff vs. American Academy Of Forensic Sciences (A.A.F.S), First Amended Complaint filed
August 27, 2009 Case No. C 09-02780 EMC. UNITED STATES DISTRICT COURT, FOR THE NORTHERN
DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION.

1 Dismissal With Prejudice And Order¹⁴ which affirms that “the Parties have entered into an
2 agreement setting forth the terms and conditions of settlement.” The Settlement Agreement vacating
3 the AAFS’s expulsion order expressly stated that the vacation of the expulsion was without a finding
4 of wrongdoing or fault on my part. Black’s Law Dictionary defines “vacate” as “to nullify or cancel;
5 make void; invalidate.”

6 34. LaPorte conveniently fails to mention that the AAFS vacated my expulsion even though it
7 was widely publicized to all of the AAFS membership through a statement on their webpage
8 newsletter¹⁵ by AAFS’s President, Joe Bono, the very person who signed the Settlement Agreement
9 on behalf of the AAFS. On this same Webpage newsletter, a link was provided for any curious
10 members to download a copy of the non-confidential signed Settlement Agreement between me and
11 the AAFS. Notice by the AAFS that the matter had been resolved and the expulsion vacated also
12 went out to its membership in September 2010.¹⁶

13 35. While he “As a matter of disclosure” states that he testified against me at the ethics
14 committee hearing of the AAFS that led to my expulsion, LaPorte makes no mention of the
15 Settlement Agreement wherein that expulsion was vacated. Instead, LaPorte cites (LaPorte’s
16 declaration page 18 of Document 326) a statement in a regional magazine, the “CAC”, which had
17 absolutely no standing or involvement in, nor anything to do with the course of events surrounding
18 my relationship and conflict with the AAFS. To be clear, I have never had any membership or any
19 relationship whatsoever with the “CAC” cited by LaPorte as an apparent “authority” to support his
20 attempt to blemish my reputation even after the widely publicized notice that the expulsion was
21 vacated. At best, any comments by the “CAC” were merely “hearsay,” and I was never contacted by
22 that magazine to give any rebuttal or perspective to any statements to be presented in print about
23 me.¹⁷

24 _____
¹⁴ Case3:09-cv-02780-SI Document48 Filed09/08/10; EXHIBIT 7 attached hereto.

25 ¹⁵ Academy News November 2010 Vol. 40-Issue 6.

26 ¹⁶ In spite of the matter being resolved and vacated, many AAFS members who are aware of these details continue their
27 attempts to use the expulsion as a tool to impeach me in litigation matters. Federal Judge Russell jumped in to vigorously
28 defend me when this was attempted in his courtroom- see trial transcript excerpts (attached hereto as EXHIBIT 8) which
include his colorful statement, “I’m convinced that Mr. Blanco has done nothing wrong. I have dealt with some
organizations like the one he’s dealing with and, you know, frankly, they’re a bunch of old fogies who don’t know what
they’re doing.”

¹⁷ The comments printed by the “CAC” were by a Susan Morton, a supporter in league with those who conspired to

1 36. LaPorte's deliberate omission of any reference to the Settlement Agreement which vacated
2 the AAFS expulsion demonstrates his obvious attempt to elevate the court's perception of himself
3 while calling my credibility into question. These deliberate factual omissions by LaPorte concerning
4 my credibility, along with his misleading and erroneous statements of the evidence, demonstrate
5 LaPorte's improper attempts to ignore or make light of relevant evidence that goes against the merits
6 of his client's case.

7 **LaPorte contradicts his testimony regarding "Preliminary Findings"**

8 37. On Page 19 of LaPorte's March 25, 2012 report (Document 326) he criticizes me for giving
9 "preliminary findings":

10 "Reporting one's 'preliminary findings' during a judicial proceeding is highly unusual and
11 can often mislead the trier of fact. Forensic examiners should conduct a gamut of
12 examinations to the fullest extent possible and then render an unbiased conclusion based on
13 full consideration of the results."

14 LaPorte makes this statement in spite of the fact that,

15 1) Defendants' experts, including LaPorte himself, gave written preliminary findings,
16 observations, and statements about the Facebook Contract in their previous declarations that were
17 not their final nor complete reports:

18 Defense expert Peter Tytell, in his previously filed declaration dated November 28, 2011
19 (Document 238), stated on page 2 paragraph 8, "This declaration is not a report of the results
20 of my examinations. A report of the results of those examinations will be submitted to the
21 Court when appropriate."

22 Defense expert Gus Lesnevich, in his previously filed declaration dated November 28, 2011
23 (Document 239), stated on page 1 paragraph 7, "This Declaration is not my full report on the
24 results of my examinations. I plan to submit a report of those results to the Court when
25 appropriate."

26 Defense expert Gerald LaPorte, in his previously filed declaration dated November 28,
27

28 blemish my professional reputation and herself a former document examiner with the San Francisco crime lab which
suffered the loss of their ASCLAD Laboratory accreditation due to mismanagement and corruption. Soon after this
incident it is my understanding that Morton retired from her position with the San Francisco crime laboratory.

1 2011 (Document 240), stated on page 1 paragraph 4, “This Declaration does not constitute an
2 expert report on the results of my testing and examinations. I will submit a report of those
3 results to the Court when appropriate.”

4 2) On Page 18 of his March 25, 2012 report (Document 326), LaPorte states that he testified
5 against me at the ethics hearing of the American Academy of Forensic Sciences (AAFS). Part of his
6 testimony concerned this very topic about the propriety of private practitioners giving a “preliminary
7 report”. LaPorte was asked at my ethics committee hearing about the propriety of my “preliminary
8 report” and offered no criticism of my doing so:¹⁸ (page 55 Lines 3-4 of hearing transcript):

9 “And you’re not giving any testimony or opinion about the propriety of others doing so?”
10 to which LaPorte responded, “Absolutely not.”

11 3) In fact, it was on the heels of this very line of questioning that LaPorte’s testimony was
12 terminated such that my attorney was not allowed to finish his cross-examination of LaPorte.
13 My attorney, Randall L. Wiens, who represented me at the AAFS ethics committee hearing refers to
14 this as “LaPorte’s aborted testimony.” This occurred when it was becoming clear that much of
15 LaPorte’s testimony was doing more to support my position rather than to hurt me as was apparently
16 the goal of the AAFS Ethics committee itself. LaPorte’s involvement in the violations of my rights
17 was just an additional ground for¹⁹ my federal lawsuit against the AAFS²⁰ which resulted in the
18 AAFS vacating their expulsion against me. LaPorte deliberately concealed that significant point
19 from this court in his March 25th, 2012 report (Document 326); and,

20 4) Preliminary, or “draft reports” are expressly authorized by the courts:
21 Preliminary reports are expressly permissible under California expert-witness practice. Specifically,
22 section 10.48A, page 456, of the California Expert Witness Guide (entitled “Draft Experts’ Reports”,
23 attached hereto as EXHIBIT 9) states: “Experts frequently prepare written reports while their

24 ¹⁸ AAFS Ethics Committee Hearing Transcript February 19, 2008, testimony of Gerry LaPorte.

25 ¹⁹ Paragraph 65 of Blanco’s First Amended Complaint against the AAFS. “ Because plaintiff Blanco’s counsel was
26 wrongfully prevented from completing his cross examination of LaPorte about significant matters to which he testified
27 on direct examination, LaPorte’s entire testimony should have been stricken, as requested by plaintiff Blanco’s counsel.
Because the Ethics Committee’s later June 13, 2008 report was based, at least in part, on LaPorte’s testimony that was
not subject to full and complete cross-examination, plaintiff Blanco was further deprived of the fair procedure to which
he was legally entitled.”

28 ²⁰ James A. Blanco, Plaintiff vs. American Academy Of Forensic Sciences (A.A.F.S), First Amended Complaint filed
August 27, 2009 Case No. C 09-02780 EMC. UNITED STATES DISTRICT COURT, FOR THE NORTHERN
DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION

1 thinking is still in the formative stages or before all the facts are known.”

2 Indeed, such preliminary draft reports were discoverable, until recently, under Federal Rule of Civil
3 Procedure 26(1)(2)B). Consequently, the federal courts themselves acknowledge the presence and
4 practices of such draft or “preliminary” reports by experts.

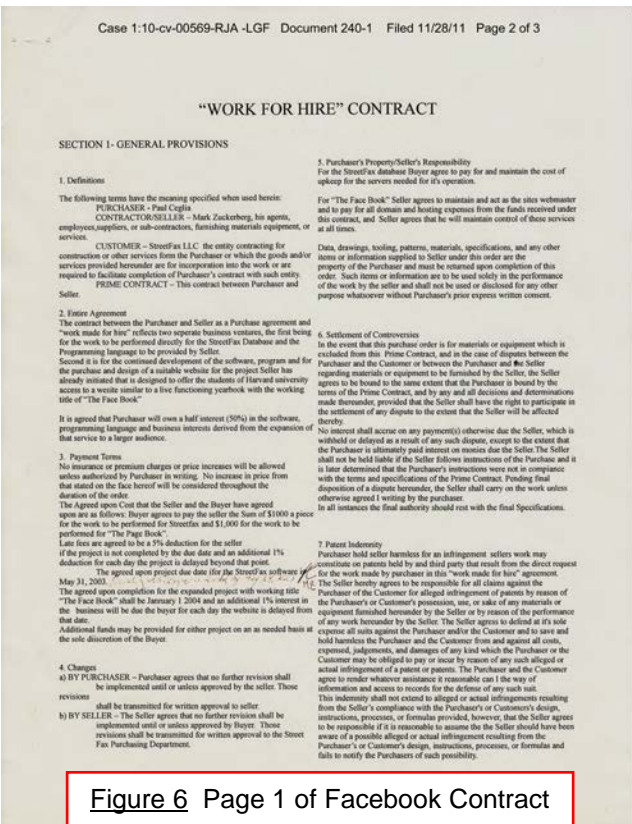
5) Moreover, sections 8.2 of the American Society for Testing and Materials (“ASTM”)
6 Designations E2290-07a and E2389-05²¹ (under “Reporting Conclusions”, both designations
7 attached hereto as EXHIBIT 10) permit but do not require that an examiner include his or her
8 examinations or underlying basis in a written report,

9 “The bases and reasons for the conclusion(s), or opinion(s), should be included in the
10 examiner’s documentation and may appear in the report.”

11 **LaPorte’s Scanned Imagery Is Deceiving and Misleading:**

12 38. In paragraph 6 of LaPorte’s declaration (Document 240) he stated that before commencing
13 any examinations he “captured high-resolution color digital photographs and scans of both
14 documents. True and correct copies of my initial scans are attached hereto as Exhibit A.”

15 LaPorte’s Exhibit A initial scans of Page 1 and Page 2 of the Facebook Contract are the two pages of



16 **Figure 6 Page 1 of Facebook Contract**



17 **Figure 7 Page 2 of Facebook Contract**

18 21 E2389-05 dealt with the analysis I conducted for which LaPorte testified against me at the AAFS hearing.

1 the Court filed Document 240-1. Figure 6 and Figure 7 are the unaltered images of LaPorte's
2 Document 240-1 Exhibit A Court filing. Note the obvious differences in the overall color and
3 appearance of these two images. There are no such differences in color or general overall appearance
4 between the actual two pages of the Facebook Contract examined by the document experts.

5 39. The presentation of LaPorte's apparently manipulated images appear to be an attempt by
6 LaPorte to mislead the court into believing that page 1 is different than page 2 of the Facebook
7 Contract, since LaPorte's 240-1 imagery shows a difference in overall appearance between these two
8 pages. At the bare minimum, LaPorte's 240-1 Exhibit A is evidence of his failure to properly collect
9 and record evidence. In either case, his Document 240-1 imagery to his Document 240 declaration
10 misleads the court, since his self-purported "true and correct copy[ies]" neither truly nor correctly
11 represent the *sameness* in general appearance of the original Facebook Contract pages, as even
12 demonstrated by defense expert Tytell's scans of the two original Facebook Contract pages. Tytell
13 states in his first declaration (Document 238 at paragraph 25):

14 "True and correct copies of these initial scans are attached hereto as Exhibit B."

15 The sameness in general appearance of these Exhibit B scans of page 1 and page 2 of the Facebook
16 Contract by Tytell are readily observed in Document 238-2 page 2 of 5 and page 4 of 5.

17 **The image of the actual Staple in the "Smoking Gun" STREET FAX document**
18 **shoots down defendants' own theory:**

19 40. On page 30 of Defendants' Motion to Dismiss for Fraud (Document 319 PDF page 38), there
20 is the image of the STREET FAX document with a staple in it. This is a very poor quality image and
21 not much can be deciphered from it other than some general features and the presence of an actual
22 staple at the upper left-hand corner of page 1, the "STREET FAX" page. Neither the alleged original
23 STREET FAX document, nor a decent copy is available for examination. Apparently, defendants
24 would have us believe that this was the document stapled to page 2 of the original Facebook
25 Contract that the document experts have examined.

26 41. Much of the underlying argument and innuendo seems to revolve around two choices. Either
27 the STREET FAX page was the original page 1 or the WORK FOR HIRE CONTRACT (page one
28 of the Facebook Contract) page was the original page 1. But the presence of the actual staple in the
STREET FAX image tells us that if it was really the original, legitimate page 1, then page 2 should

1 have two sets of staple holes instead of one set of staple holes. But I have already demonstrated that
2 page 2 has only been stapled one time. Thus the evidence demonstrates that page 1 of the STREET
3 FAX agreement was never stapled to page 2 of the Facebook Contract analyzed by defendants’
4 experts in July 2011.

5 42. Indeed, when a staple holding two or more pages together is removed, and then a new
6 replacement document is substituted in for a previous document, there would typically be an extra
7 set of staple holes in the document that is “recycled” since there would be a “re-stapling.” However,
8 examinations revealed there is not an extra set of staple holes in page 2 of the Facebook Contract
9 original document, only holes that match its companion page 1 original document presented for
10 inspection.

11 43. To overcome the problem of the actual evidence, defense experts (Tytell, LaPorte and
12 Lyter²²) argue that it is easy to create new staple holes in a newly-created page 1 and then attach that
13 new page 1 to the existing page (page 2 original) using the old staple holes in page 2 instead of
14 making new ones by using a stapler.

15 44. Such a process would necessarily have to be accomplished by hand if any level of precision
16 had any hope of being achieved. But attempting this process by hand would not produce remotely-
17 probable results containing all of the physical matches that have previously been detailed in
18 paragraphs 12 through 15 of this declaration. Indeed, the evidence is clear that page 1 and page 2 of
19 the original Facebook Contract examined by the experts are the two matching pages that belong
20 together and that the STREET FAX “Smoking Gun” document was not the original page attached to
21 page two of the Facebook Contract examined by the experts. Moreover, as previously noted herein,
22 no expert has claimed to be able to recreate all of the combined features of evidence sufficient to be
23 able to pass off a newly created page 1 as if it were the original companion page to page 2. Nor has
24 any defense expert pointed to any generally accepted scientific studies, surveys or experiments
25 where this has been achieved. Even if they could, such studies would not support defendants’
26 argument that a non-expert, without any sophisticated understanding of what marks to make to
27 accomplish such an insertion, could achieve the suggested re-stapling without leaving evidence of

28 ²² Document 330 Page 12; Document 326 Page 20 and Document 328 Page 5 respectively

1 their forgery.

2 **Mechanical/Machine Printing:**

3 45. Frank Romano²³, on page 8 of his report dated March 25, 2012 (Document 327), makes the
4 following statement regarding the Facebook Contract pages:

5 “However, based on my microscopic
6 analysis, I observed that the printer did
7 not use either scaling or resolution
8 enhancement technologies. The lines that
9 make up the typed characters on page 2
10 are relatively jagged.”

11 Romano makes this statement in support
12 of his opinion that page 1 and page 2
13 “were printed with two different laser
14 printers.”

15 However, Romano provided no
16 photographic enlargements to prove his
17 claim that the “typed characters on page 2
18 are relatively jagged.”²⁴

19 Contrary to Romano’s claim, my Figure 8



20 **Figure 8**



21 **Figure 9**

22 and Figure 9 photographic enlargements are produced here to demonstrate that there is no perceivable difference in “edge definition” as alleged
23 by Romano. Figure 8 is an enlargement of the letter “I” from the word “half” from page 1 of the
24 Facebook Contract. Figure 9 is an enlargement of the letter “I” from the word “Seller” from page 2
25 of the Facebook Contract. Note the same smooth edge detail along the right and left sides of these
two typed (laser printed) characters.

26 ²³ Review of Romano’s CV/Resume reveals that Romano lacks the industry standard qualifications to opine as a
27 Forensic Document Examiner- particularly in regard to his assertion that page 1 of the Facebook Contract was an
“amateurish forgery” (Document 327 Page 12). His opinion and report, therefore, should be considered in light of his
lack of qualifications to opine as a court-qualified expert on the matters which are the subject of his report.

28 ²⁴ Romano states on page 2 of his report (Document 327) that he used a ProScope microscope to capture pictures,
however, Romano provides no pictures to support his claim of a difference in “edge definition.”

1 46. The slight difference in hues between these two Figure 8 and Figure 9 images is due to the
2 changing lighting conditions during my examination and photography of the original Facebook
3 Contract. While I was examining the documents Tytell kept wanting to take flash photographs with
4 the lights down in the room, but at other times the room lights would be up. The Figure 8 and Figure
5 9 images I took were photographs using a table top tripod and consequently, my images were subject
6 to changing lighting conditions.

7 **Romano on the “STREET FAX” tiff image analysis:**

8 47. It is my understanding that defendants allege that the only true document in support of any
9 contract between Paul Ceglia and Mark Zuckerberg was a “STREET FAX” two-page contract while
10 although similar as to form, was an entirely different contract document than the original two-page
11 Facebook Contract examined by the document experts. However, no original of this STREET FAX
12 contract exists. My understanding is that the best available version of this alleged STREET FAX
13 contract is from two tiff (computer file) images; one tiff image for page 1 and the other tiff image
14 for page 2. It is obvious that these “STREET FAX” images (see Figure 10 below) offer very poor
15 resolution for a forensic examination. A Forensic Document Examiner needs to see crisp detail of

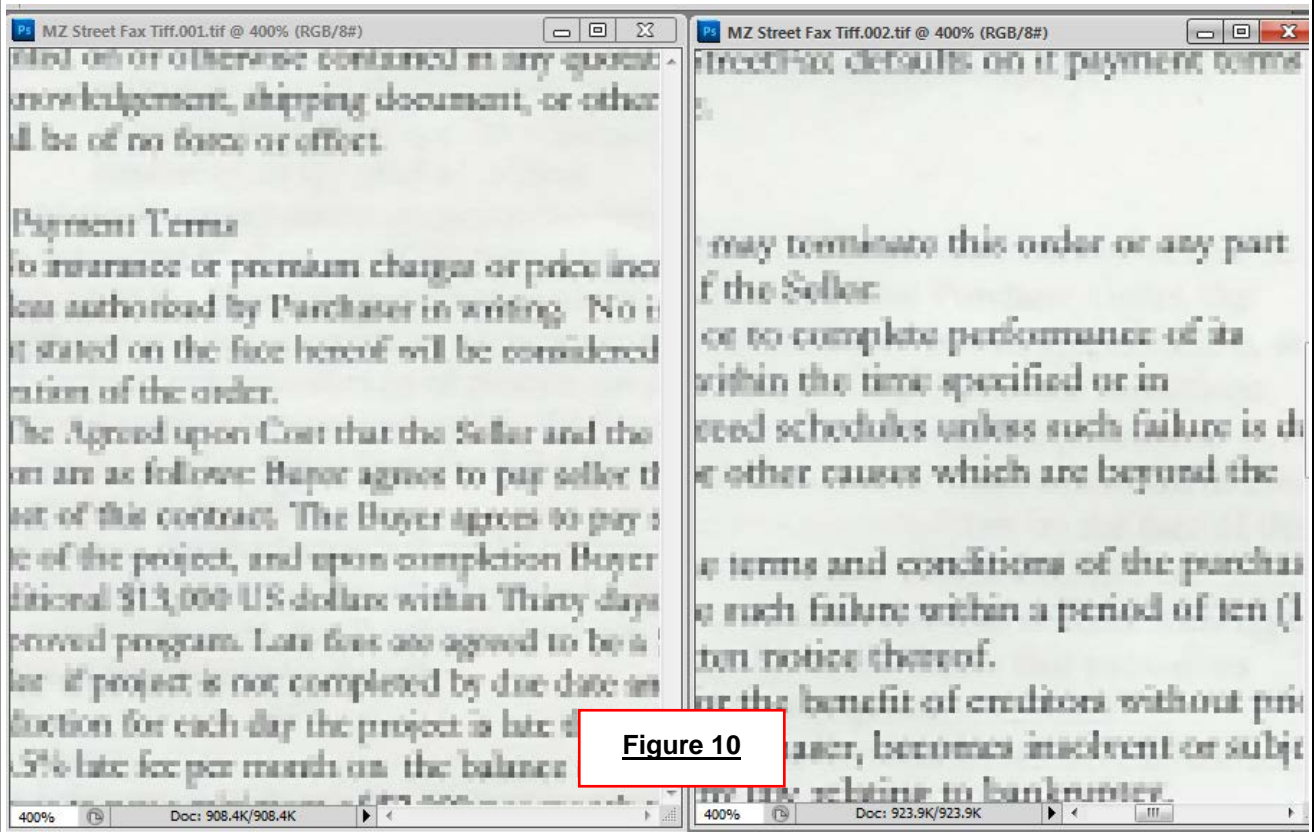


Figure 10

1 the font in order to make determinations of font identity. However, Figure 10 does not offer
2 sufficient clarity to make determinations of font identity.

3 48. On pages 8 and 9 of his March 25, 2012 report (Document 327), Romano analyzed the font
4 on page 1 and page 2 of the "STREET FAX" document (reference Romano's Figure 8 images).
5 Romano states that from his analysis he "was able to confirm that both page 1 and page 2 of the
6 'STREET FAX' document are composed in Garamond." In Figure 10 herein, I have enlarged the
7 actual tiff images which Romano used, I placed them side by side in Adobe Photoshop CS5 imaging
8 software. To even begin to get these images large enough to see the fonts, I had to enlarge them to
9 400 percent as the top and bottom tool bars of the images show. These images are of extremely poor
10 quality and resolution, they do not offer sharp detail, and are virtually useless in trying to identify a
11 font. But it even gets worse. Romano did not examine these Figure 10 images on the computer
12 monitor, rather he claims that he reprinted them out, creating additional interferences by the use of
13 yet another machine, and then he examined those printouts. I know of no properly trained Forensic
14 Document Examiner who would perform a font (typestyle) analysis on such extremely deteriorated
15 evidence. Any proffered opinion regarding classifying or identifying the typestyle in this regard
16 lacks any reasonable forensic basis and is not worthy of due consideration. Since Tytell claims
17 special knowledge in typography, I suspect that even he would disagree with the findings and
18 opinions of Romano in this regard. Indeed, Tytell offered no such findings as Romano on this point.

19 **STREET FAX "smoking gun" document column measurements don't match:**

20 49. Defendants argue that this STREET FAX document is somehow a "smoking gun" that
21 proves defendants' claims. Contrary to this claim, the STREET FAX "smoking gun" document has
22 its own inconsistencies. Another observed inconsistency is that the column measurements are
23 different between page 1 and page 2. Page 1 of the Street Fax document measures 230 pixels from
24 the left margin of the left column to the left margin of the right column. Page 2 of the Street Fax
25 document measures 208 pixels from the left margin of the left column to the left margin of the right
26 column. This represents a 10.58 percent difference in size, which indicates that the two pages did not
27 go through the same production and/ or reproductive processes as would be expected for a two-page
28 document being produced in immediate succession. This substantial difference in measurements

1 begs the question as to why there is such a difference between the two pages, allegedly from two
2 original companion source documents.

3 **Different Fonts on the Facebook Contract:**

4 50. Defense experts have noted the presence of a different font for the mechanical printing
5 (typing) on page 2 than appears on page 1 of the Facebook Contract. These differences in
6 typestyle/font design are rather obvious. However, it would be improper to just conclude that page 1
7 was substituted on the basis of font and formatting changes alone. We have all likely seen that
8 software can inadvertently change fonts when we cut and paste different sections of text, not only
9 from one document to another but within the same document we are working on. In any cutting and
10 pasting of text, formatting changes can also come along for the ride. Sometimes it is not the result of
11 the software but the typist who cuts and pastes text from elsewhere in the preparation of a multipage
12 document without realizing the difference of fonts, or having realized it, not bothering to make all of
13 the fonts the same. Likewise, the typist might not observe or care that some formatting is different
14 with the cropped page or section of text. As stated on page 198 of Scientific Examination of
15 Questioned Documents on this point,

16 “Evidence that pages in a multi-page document have been created differently may or may not
17 be evidence of tampering. There are some perfectly logical reasons why pages in a long text
18 are formatted differently...”²⁵ and,

19 “Another consideration involves the use of boilerplate language. If certain long phrases (such
20 as disclaimers) are used in the creation of, say, new contracts, it is possible that these
21 passages are being electronically cut and pasted from an older document into the one being
22 created. It is not unusual for the original formatting and fonts used in the boilerplate to
23 remain intact after they have been pasted into the new document—the point being that a
24 sudden change in the typeface or spacing characteristics of a page may not necessarily be
25 evidence of alteration or addition.”

26 On page 197 of this same book, the author states that,

27 “In general, a forensic document examination that is conducted to determine if entire pages
28

²⁵ Page 198, Scientific Examination of Questioned Documents, Second Edition: CRC Press 2006.

1 or lines of text have been added or removed from a document is, in a word, an analysis of
2 consistency.”

3 Consequently, the Forensic Document Examiner is to weigh what features are consistent about the
4 document with those features that are inconsistent. The expert must look at consistency, or the lack
5 thereof, in such features as staple holes and staple hole impressions, paper characteristics, writing
6 pen inks, computer printer toner, latent handwriting impressions, determining authorship of the
7 signature, initials and hand printing, and also font and formatting issues. No one feature typically
8 solves the riddle but the results of all analysis must be weighed and considered in the formulation of
9 the ultimate opinion.

10 **The “two different physical documents” theory by defense expert Gus Lesnevich:**

11 51. On page 2 of his March 25, 2012 report (Document 329), Gus Lesnevich lists four versions
12 of page 1 of the Facebook Contract which he refers to as Exhibit Q1, Exhibit Q2, Exhibit Q3 and
13 Exhibit Q4. Lesnevich has attached full page copies of these documents as Exhibit C to his
14 Document 329 report.

15 I have performed detailed analysis of these different documents and have determined that they are
16 just four different copies of the same document page, only scanned/copied and reprinted by various
17 different machine processes.

18 52. Lesnevich’s entire report revolves around his unusual theory that there are two original
19 versions of the page 1 Facebook Contract. It is “unusual” because no other defense expert shares the
20 same theory, nor has this theory, as stated by Lesnevich, ever been advanced in casework before.

21 Lesnevich states his opinion on page 30 of his report²⁶,

22 *(Excerpt from Lesnevich’s Paragraph No. 2.)*

23 “...the Questioned Documents are images of at least two different physical documents.”

24 *(Excerpt from Lesnevich’s summary paragraph following 3.D [page 31 of 46])*

25 “Therefore, Ceglia has proffered at least two different physical documents as the Work for
26 Hire document. In particular, Ceglia produced a Work for Hire document to Defendants’
27 experts in July 2011 that was different than the document he attached to his Complaint.”

28 ²⁶ Document 329.

1 53. Lesnevich argues that one of those physical documents (now unavailable/missing according
2 to this theory) is represented by the images which he has designated as Exhibit Q1 and Exhibit Q2,
3 while the other physical (original) document is represented by Exhibit Q3 and Exhibit Q4. To be
4 clear, Exhibit Q4 was a scan of page 1 of the original Facebook Contract (taken by Tytell), and
5 Exhibit Q3 is a scan of the same original document taken by Valery Aginsky on January 13, 2011.

6 54. Lesnevich's unconventional theory²⁷ here should not be confused with a "duplicate
7 original" situation where a contract is printed out twice and the parties sign their original signatures
8 to the different original documents. Even in this situation, the signatures would not be direct matches
9 to one another, and with such "duplicate original" signatures it is typically obvious that although the
10 signatures are by a same person, there are features that serve to distinguish them from one another
11 due to typical everyday "writer variation." But Lesnevich's theory is different.

12 55. Lesnevich theorizes that the hand printed interlineation was written in live ink on two
13 different printouts of page 1 and that these two separately executed *live ink* writings can be
14 distinguished from one another (according to the Lesnevich theory) by the "differences" that he
15 points out in the imagery of his report. Defendants' counsel then uses this "finding" by Lesnevich in
16 support of their motion against Plaintiff, notwithstanding the lack of a reasonable explanation as to
17 why a person would create two different documents where no terms have been changed. That is, all
18 of the typewritten/ mechanically printed information is exactly the same, and all of the hand printed
19 interlineation information is exactly the same. So where is the fraud?

20 56. To demonstrate his opinions, Lesnevich has prepared numerous charts comparing features of
21 the handwritten interlineation of Exhibit Q1 and Exhibit Q2 to features of the handwritten
22 interlineation on Exhibit Q3 and Exhibit Q4. He opines that these differences which he observes
23 gives rise to his opinion that there were two different physical document versions.

24 57. Given the distortion of the various copy versions (Q1, Q2 and Q3), it is not surprising that an
25 examiner could point out slight apparent visual differences between the Q4 original and the three
26 different copied versions. But that does not prove that such differences represent *two different*

27 _____
28 ²⁷ It should be noted that Lesnevich's analysis and conclusion were based upon an examination approach to a
"document problem" not supported in the general scientific community.

1 *physical documents* since anytime a document is scanned, different scanner settings can be used
2 which account for differences. Whenever a scanned document is printed out, it can appear different
3 than printouts on different printing devices, even if the same digital file is being printed. I can open
4 up any PDF (or any other image file) and print it to a laser printer or to a color printer. Magnification
5 of those different print outs will reveal some differences even though it is the same exact document
6 being sent to different machines. However, any observed differences do not cause me to conclude
7 that the printouts represent two different physical documents.

8 58. To show the differences in image quality, I have attached EXHIBIT 11 (a three-page graphic
9 chart) hereto where I have cropped out the interlineation from the different versions of the
10 documents. I have used Lesnevich's identification scheme referring to the four different versions of
11 page 1 of the Facebook Contract by the designations Q1, Q2, Q3 and Q4 (full page copies of these
12 four images are attached as Exhibit C to Lesnevich Document 329).

13 59. On the EXHIBIT 11.1, I have cropped and positioned the interlineation from Q1 at the very
14 top of the page²⁸. Note that I did not re-print or rescan this document but instead, I cropped it
15 directly from the original tiff file so as to prevent any external influences that might add changes to
16 the document. Likewise, I cropped from best available digital files of the Q2, Q3 and Q4 documents
17 and positioned them on this same EXHIBIT 11.1 page. The Q4 document I used on this Exhibit 11.1
18 page was from my own scanned image of the original instead of using Tytell's scanned image of the
19 same original (which was the one used by Lesnevich). I adjusted my scan of the Q4 image only
20 using lighting and contrast settings to better see it.²⁹

21 60. The Q1 image is of much better quality than the Q2 image but neither one of them are as
22 good as Q3 or Q4. While the Q3 image is of decent resolution, it does not offer the clarity observed
23 in my Q4 image. The point here is that there are differences between all of these images because
24 they all went through different imaging scanners and Q1, Q2, and Q3 were each printed by different
25 output processes. EXHIBIT 11.2 and EXHIBIT 11.3, hereto, offer enlargements of the initials from
26 the interlineation and the date "May" from the different versions. These images perhaps better
27

28 ²⁸ This exhibit is best viewed on the computer screen without printing it out, or at least as a color printout.

²⁹ My imaging adjustments are what accounts for the sepia tones of "Q4" on my EXHIBIT 11.1 chart.

1 demonstrate the differences in output by machine processing technologies.

2 61. To further demonstrate differences in print output, EXHIBIT 12.1 and EXHIBIT 12.2
3 attached hereto, are additional illustrative charts which I prepared demonstrating that just by
4 changing the scanner settings, the print quality changes substantially. For this demonstration I used
5 only the “Q1” image, that is, I used the tiff file sent by Ceglia to Argentieri on June 27, 2010. I
6 cropped the interlineation from the Q1 image tiff file and placed it unchanged at the top of the
7 EXHIBIT 12.1 chart page just under the text box labeled “Crop of original tiff file (which shows file
8 properties of 200 ppi)”.... Using that same Q1 image tiff file, I printed out the full page containing it
9 on a sheet of normal bond paper without making any adjustments to the print output. I then scanned
10 that same page three times—once at 300 ppi, once at 150 ppi and a third time as 75 ppi³⁰. On the
11 next exhibit page, EXHIBIT 12.2, I show how the print resolution/quality deteriorates as you reduce
12 the scanning resolution. The upper left image (Q1) is a direct crop of the original tiff file. Although a
13 poor quality to begin with, it is better than the other images scanned at 300 ppi, 150 ppi, and 75 ppi
14 respectively. In the earliest generation (best) version of all of these images (upper left of EXHIBIT
15 12.2), there is some separation between the top of the letter “M” and the bottom of the letter “C”.
16 But in the 300 ppi image the top of the “M” touches the bottom of the “C” and in the lower two
17 inferior images the letters blend together even more. If I could point out 20 differences between
18 these variant versions of this same document, that would not provide evidence that any of them
19 represent “...different physical documents” from the others. Consequently, it is irrelevant even if
20 Lesnevich could point out fifty so called “differences” between the various versions of the
21 interlineation, since such cited differences do not support Lesnevich’s conclusion that there were
22 “two different physical documents.”

23 62. While Lesnevich points out “differences” in spacing between the “M” and the “C” on page
24 20 of his report, such changes are typical in copying, scanning or faxing and just generally speaking
25 in all kinds of document reproduction processes and do not provide support for Lesnevich’s
26 conclusion that there were *two different physical documents*.

27
28 ³⁰ “PPI” (or “ppi”) refers to “pixels per inch” and is the proper term for scanning technology rather than “DPI” for “dots per inch” which has been the customary term used for output onto paper using computer printer devices.

1 63. Since we do not know the details of how documents Q1, Q2 or Q3 were scanned, printed,
2 copied, re-printed, or how many times they cycled through whatever other processes and steps they
3 went through, it is not reasonable to compare these documents to one another, or to the Q4
4 document, and expect them to be precisely the same. Changes between them are expected and
5 observed differences are not surprising.

6 64. But in spite of the different processes the Facebook Contract pages went through, they match
7 very well when placed over the top of each other. EXHIBIT 13, attached hereto, is a two-page chart
8 demonstrating that the supposed “two different physical document” versions of the Facebook
9 Contract are really just from the same source original document rather than from “two different
10 physical documents”. For this chart I have used Q1 which, according to Lesnevich represents one of
11 the two physical documents he speaks of, and then I used Q3 which according to Lesnevich, is a
12 different physical document than Q1. Note on my EXHIBIT 13.1 page that I have positioned a crop
13 of the Q1 interlineation in the upper part of the page and I have positioned a crop of the Q3
14 interlineation below. In this color chart, the entire Q1 crop has been rendered in red to best see the
15 comparison while I left Q3 in black (it will be important for the reader to review a color reproduction
16 of this chart or on the computer monitor would be best). On EXHIBIT 13.2 is a progression overlay
17 showing how the Q1 and Q3 versions of the document move into position from Step 1, to Step 2 and
18 finally with the matching overlay at Step 3. Note that in Step 3, Q1 fits right over the top of Q3.

19 65. Consequently, it challenges the imagination to consider that a person would hand print a
20 second duplicate original document with such precision that these two pages would match so well.
21 Of course a perfect match is not expected since the different versions of the document have taken
22 different paths through different processes.

23 **Normal Everyday Factors that can account for such “differences”**
24 **observed by Lesnevich:**

25 66. When any original document is copied in any way, the subsequent copies will typically
26 introduce changes in the following generations of documents. Those changes can be obvious or
27 discrete. EXHIBIT 14 is a chart I prepared that demonstrates how normal copy processes can
28 introduce changes into the following generations of copied documents. I typed a test sample of part
of the text from the interlineation area of page 1 of the Facebook Contract. I then printed that text out

1 onto normal bond paper and then scanned it. I imported that scan into the top of the EXHIBIT 14
2 chart. The call-out (enlarged area) at the top of the EXHIBIT 14 page is from the section of text
3 revealing the words “project.” Note how this enlarged text of the upper call-out is clear and crisp in
4 visual definition. It is clear because it is an image of a first generation printout.

5 67. In contrast to the upper image on EXHIBIT 14 is the lower image sequence on EXHIBIT 14
6 where the very same test sample was printed, copied, scanned and then printed again; after which
7 that final print was scanned and the image was imported into the lower section of EXHIBIT 14.
8 Notice that after several cycles of scanning/copying and reprinting, the image quality is now
9 deteriorated as observed by the enlarged call-out at the lower section of EXHIBIT 14. The edge
10 definition of the characters is muddy and not crisp or sharp as observed by the upper call-out of the
11 first generation scan.

12 68. Of special interest are the observed changes imputed to the actual typed characters, perhaps
13 the most obvious of which is the lower case typed “p” which is straight and crisp in the upper call-
14 out as observed by dashed arrow number 1, but the lower multigenerational image shows that the
15 letter “p” now slants left of center as indicated by arrow number 2. We know from these test samples
16 that the lower letter “p” (arrow 2) is a copy from its source document observed in the upper call-out
17 letter “p” (arrow number 1). However, the change in back slant in the lower image does not mean
18 that the lower image of EXHIBIT 14 is from a “second physical document”. They are both copies
19 from the same exact source original.

20 69. The small arrows elsewhere on the lower image of EXHIBIT 14 just point out other features
21 of the typewritten characters, such as the base of the “r” and the lower portion of the “j”, that reveal
22 perceived differences in the shapes of characters of the multi-copied rendition when compared to the
23 typewritten characters of the earlier and cleaner source document above. However, none of the
24 perceived differences between these two versions mean that the lower image represents a “second
25 physical document,” since we know, in this controlled test sample, that both of these images are
26 from the same exact source original document.

27 ///

28

1 70. The professional literature warns that copying processes introduce changes into document
2 reproduction processes. In the book titled, Scientific Examination of Questioned Documents,³¹ it
3 states on page 224,

4 “What limitations do copies impose? If the reproduction process is high contrast it may
5 delete faint lines such as pen drags and tick marks. Line quality may be harder to interpret as
6 the third dimension of pen pressure...The copying process may mask the presence of tiny
7 hesitations points or it may introduce artifacts that look like hesitation points.”

8 and in the next paragraph on page 224,

9 “Obviously, a third generation reproduction will lack the detail and accuracy that is seen in
10 an earlier iteration.”

11 71. In addition to the professional literature in the field, the technical literature, with respect to
12 printers and copy machines, also inform as to many reasons why documents that are printed out from
13 a same source file, may appear different from one another. EXHIBIT 45, hereto, is one such
14 technical article, regarding HP laser printers, that discusses “common print defects”, some of which
15 are “skew,” “faulty registration,” “toner specks,” “image skew,” “distorted image,” “misshapen
16 characters.” This article provides examples of these and other print defects that are common to laser
17 printers. As a reminder, the two pages of the Facebook Contract were printed by laser printer
18 technology (also referred to as “xerographic,” which means “*dry toner*”, and also referred to as
19 “photo-electric” technology) which is essentially a point agreed upon by all experts, both defense
20 and plaintiff.

21 72. Additionally, EXHIBIT 46 hereto is an attachment regarding additional laser printer
22 problems that occur. This article discusses such printer defect problems such as “background” which
23 are “Areas that are supposed to stay blank are getting small amounts of toner deposited on them.”
24 The service article goes on to explain how to correct this particular problem. Then, the same article
25 discusses “random marks,” and other print defect problems. The article goes on to discuss other
26 problems such as “blurred or fuzzy print,” and explains, “This can be caused by a damaged gear
27 train or by paper slippage in the feed roll or transfer roll.” Another common problem that occurs is
28 “residual image,” which is described in this article as “the ‘walking’ of a leftover image down the

³¹ Scientific Examination of Questioned Documents Second Ed. Taylor & Francis.

1 page – is probably the result of failed erase lamps not discharging the photoconductor, or a failed
2 cleaner inside the print cartridge. It can also be caused by a failed fuser hot roll retaining toner and
3 redepositing on the page. Check that the erase lamp voltage at engine board is +24 VDC and that the
4 cable has continuity.”

5 73. Yet another laser printer technical article is attached hereto as EXHIBIT 47. The purpose of
6 this article is “Diagnosing Print-Quality Problems.” This article discusses such printer
7 malfunctions/problems as “Dark Spots or Marks,” which contribute to such differences as observed
8 by Lesnevich. Another defect noted in this article are “Unfused or Partially Fused Image” which
9 results in a “printed image” which “is not fully fused to the paper and easily rubs off.”

10 74. Obviously, there are many printer defect problems that can contribute to making a same
11 document, printed by different machines, appear different. Such innocent printer defect problems
12 occur in the vast majority, if not all machines, and should not give rise to an assertion that there are
13 “two different physical documents” as alleged by Lesnevich’s unfounded theory.

14 **Lesnevich used inferior evidence when the best evidence was available to him:**

15 75. Lesnevich used inferior evidence, which he generated, when better evidence was available to
16 him. Lesnevich could have used the best evidence for Q1 by simply cropping the interlineation
17 section from the actual tiff image sent by Ceglia to Argentieri on June 27, 2010.

18 But instead he used an image at least two steps removed from the tiff
19 image he designated as Q1. Figure 11 is a direct crop from the Q1 tiff
20 image— Note that it is a black and white image, however, the images
21 which appears on Lesnevich’s charts for Q1 are color images. That
22 means that Lesnevich (or someone) printed out the Q1 tiff image using a
23 color printer, then scanned that image in color, then used that image for
24 his cropped Q1 interlineation imagery which is repeated on his charts for
25 his report.

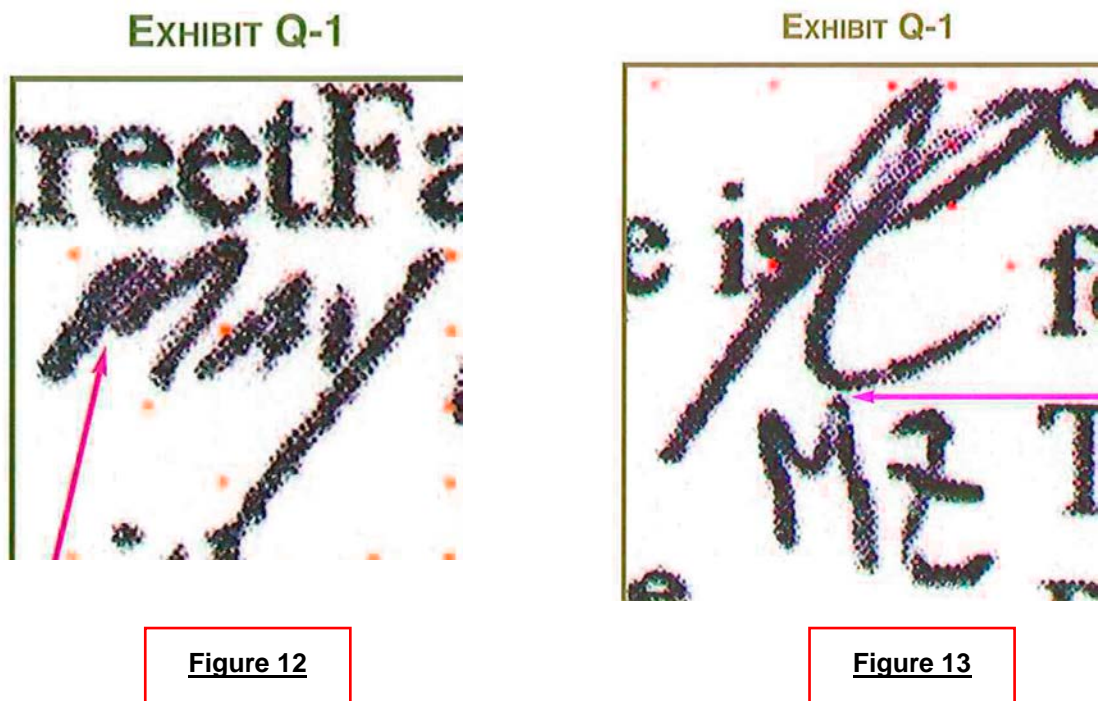


Figure 11

26 76. The evidence that Lesnevich’s Q1 imagery was printed out in color is due to the presence of
27 the faint yellow dots that appear in the white areas on the pages. The typical primary colors used for
28 modern color printers are cyan (blue), magenta (red) and yellow, mixed with black ink or toner.

1 The Figure 12 and Figure 13 images below are images which I cropped directly from Lesneovich's
2 report.³² I enhanced the color saturation turning the faint yellow dots into orange-reddish dots which
3 can be more readily seen. Any competent forensic document examiner would understand from these
4 Figure 12 and Figure 13 images that they are color images.

5 77. I prepared these Figure 12 and Figure 13 images using these steps to prove that Lesneovich
6 was working with a more deteriorated image rather than the better earlier generation Q1 image. That
7 is, Lesneovich used for his report less reliable versions of the Q1 document image, rather than the best
8 available Q1 image itself - an image that was available to Lesneovich, but which he set aside in place
9 of poorer quality imagery which he apparently created himself. Indeed, Lesneovich analyzed an
10 inferior image to what was already a poor quality copy.



23 78. Consequently, the best data, the tiff image (which was already at least two steps removed
24 from the original), was obviously printed out using a color printer, or made on a color copier, then
25 rescanned in color, and then that image was re-cropped from the resulting scanned image and
26 inserted into Lesneovich's report. Thus, the cropped images of Q1 appearing in Lesneovich's report are

27

28 ³² Figure 12 is from the Lesneovich report (Document 329) page 13, and Figure 13 is from the same Lesneovich report page 21 (the Figure 12 & 13 arrows were by Lesneovich).

1 about five steps removed from the original document. With this revelation, there should be no
2 surprise that slight “differences” could be observed in a detailed analysis of this data.

3 79. By using this procedure, Lesnevich worked from evidence that was further distorted to begin
4 with, which he then used to formulate his erroneous opinions.

5 **Mr. Lesnevich’s citations of the ASTM standards in support of his**
6 **“two different physical documents” theory are misleading:**

7 80. Lesnevich makes many references to the ASTM standards in his report. Indeed, on
8 page 1 of his report, under his section titled “I. QUALIFICATIONS,” as the very last sentence in
9 this section, Lesnevich states, “I have followed the ASTM International standards as they relate to
10 this case in all respects.”

11 However, in ASTM Designation: E1658-08 (EXHIBIT 5 hereto) on opinion rendering, Section 4.1
12 Recommended Terms: the expert is “prohibited from using the word ‘fact’”. But Lesnevich violates
13 this standard on page 3 of his report (Document 329) under-

14 “V. RESULTS OF EXAMINATION,” where he states his ultimate opinion regarding his
15 findings that,

16 “These dissimilarities ...evidence **the fact** that the differences between the handwriting in the
17 questioned documents were generated at the time of the document’s creation, not at the time
18 of reproduction”

19 It is clear that Lesnevich does not follow the ASTM standards in all respects as stated in his report,
20 since to stay in compliance with the standard he should not have represented his opinion as “fact”.

21 81. A review of the professional literature in the field and further review of the ASTM Standards
22 pertaining to such analysis as performed by Lesnevich revealed that there are absolutely no
23 references to any “two different physical documents” theory, nor are there any recommendations to
24 perform the examinations conducted by Lesnevich in support of his theory. Nor have I ever heard of
25 any Forensic Document Expert using the claimed scientific techniques used by Lesnevich in his
26 cited report in support of his “two different physical documents” theory.

27 82. Lesnevich cites several ASTM Standards in support of his examination processes and
28 resulting opinions in his report (Document 329). However, his reference to the ASTM Standards is

1 misleading. At the top of page 3 of Lesnevich’s report, he erroneously states:

2 “Each of these methods is non-destructive and outlined by ASTM International *as the most*
3 *appropriate method of conducting this type of examination*. See ASTM International
standards E 2331-04, 2290-07a.” (italics and bold added).

4 These two referenced standards (ASTM Standards E 2331-04 & E2290-07a) are attached hereto as
5 EXHIBIT 15.

6 83. However, although his context here is how he viewed the data, ie. his “series of visual
7 examinations” (bottom of page 3 of Lesnevich report), the way he states it above seems to sanctify
8 his process of doing the analysis of the supposed *two different physical documents*. Indeed, none of
9 Lesnevich’s citations to any ASTM Standard or authority offers support for his “two different
10 physical documents” theory or his examination methods in support of his opinion regarding his
11 novel theory. Review of the professional literature and of the ASTM Standards reveal that there are
12 no such recommendations, discussions or even references to any “two different physical documents”
13 theory.

14 84. Consequently, Lesnevich’s methodology, as applied in this case to his novel “two different
15 physical documents” theory, has not gained general acceptance in the relevant scientific community
16 of Forensic Document Examiners. That is to say, to my knowledge, there are no peer reviewed
17 studies, professional presentations or other scientific or technical literature that support Lesnevich’s
18 “two different physical documents” based upon the analysis that he performed.

19 85. It is telling that none of the other defense experts have made any statements or even a single
20 comment in support of Lesnevich’s “two different physical documents” theory. It would be very
21 useful to discover if Tytell, Romano, LaPorte or Lyter actually support Lesnevich’s theory. It is
22 important for plaintiff’s experts to discover if the defendants’ experts actually disagree with
23 Lesnevich’s theory and why they disagree, or in the alternative, why they might agree with Mr.
24 Lesnevich’s theory.

25 ///

26 ///

27 ///

28 ///

1 **Analysis of the “Mark Zuckerberg” signature on Page 2 of The Facebook Contract:**

2 86. I have been advised by Plaintiff’s counsel Mr. Boland, that Defendants’ counsel claims that
3 Mr. Zuckerberg has denied signing the two page Facebook Contract evaluated by Defendants’
4 experts, a copy of which is attached hereto as EXHIBIT 2. Mr. Boland requested that I examine the
5 “Mark Zuckerberg” signature appearing on page 2 of the Facebook Contract and render my opinion
6 as to the authorship of that signature.

7 87. I requested from counsel and received samples of Mark Zuckerberg’s known specimen
8 signatures from other documents that were made available either from production requests, or from
9 documents received from court filed records. I have examined the “Mark Zuckerberg” signature
10 from page 2 of the Facebook Contract³³ and I compared it to numerous known signature samples by
11 Mr. Zuckerberg. Comparisons were made of line quality, letter forms and of letter proportions to
12 determine similarities and/or differences between the questioned and the known signatures. Copies
13 of these documents were made and notes were taken during the examination processes. ASTM
14 Standard E-2290-07a (EXHIBIT 10 herein) was used as a guide in the examination processes. This
15 guide is titled, “Standard Guide for Examination of Handwritten Items” and was developed by one
16 of the scientific working group committees of the American Society for Testing and Materials
17 (ASTM) which has established standard protocols for most of the forensic sciences disciplines.

18 88. The original questioned “Mark Zuckerberg” signature was examined using magnification to
19 determine that it was an original inked signature. That is, it was written on the paper in “live ink”
20 and was not the result of a machine printer process. Pen track depressions were observed in the paper
21 fibers. Due to these observed physical characteristics, no argument can be advanced that this
22 questioned signature was the result of a *cut-and-paste* forgery transposition where an authentic
23 signature model was copied onto this document from some other source document.

24 89. Another significant finding was that this “Mark Zuckerberg” signature was written rapidly
25 revealing free flowing and spontaneous rhythm. Examinations did not reveal evidence that rose to
26 demonstrate tremor, patching or misinterpretation of letter construction to argue that this questioned
27

28 ³³ Also called “the questioned signature” for the purposes of this analysis.

1 signature had been the result of a *traced* or *simulated* forgery method.

2 90. Numerous known specimen signatures were used in the analysis. These known specimens
3 (“control signatures”) provided for a meaningful signature group which sufficiently revealed the
4 writing variations of Mark Zuckerberg, the writer of the known specimen signatures (EXHIBIT 16).
5 Further, several of these specimen signatures were dated close in time to the questioned signature.

6 91. All of the known specimen signatures of Mark Zuckerberg were inter-compared with one
7 another (cross-compared) and it was determined that they were all within the writing range of one
8 and a same writer. Although several of the known signatures offered poor legibility, still, they were
9 useful in making certain determinations of letter forms and letter proportions. As the result of the
10 cross-comparisons, the known signatures fell into three groups— the more formal, fully visually
11 articulated version of the signature, which can be observed on the EXHIBIT 17.4 chart; the “mid-
12 range” signatures³⁴ which are the hybrid signatures that are of a more abbreviated nature (see
13 EXHIBIT 17.1 chart K1.1, K1.2 and K1.3), and then the third group which are the even more, or
14 “highly stylized” signatures that are very abbreviated in nature. James V.P. Conway explains this
15 practice by “most writer” in his book Evidential Documents³⁵,

16 “Most writers have at least three classes of signatures: the formal, complete, correct signature
17 for an important document such as a will; the informal, cursory signature for routine
18 documents and personal correspondence; and the careless scribble for the mail carrier,
19 delivery boy, and perchance the autograph collector.”

20 92. Subsequently I compared the handwriting features of the questioned “Mark Zuckerberg”
21 signature with each of the known specimen signatures. On the basis of my examinations of all of the
22 above-referenced documents, an abundance of fundamental handwriting similarities were observed
23 in the comparison of the questioned “Mark Zuckerberg” signature to the known specimen signatures.

24 93. As the result of my forensic handwriting analysis, I determined that the “Mark Zuckerberg”
25 signature appearing on page two of the original Facebook Contract was indeed written by Mark
26 Zuckerberg. The following paragraphs detail out my analysis and then my formal opinion statement.

27 _____
34 “Mid-range” is just a term I use here to assist in classifying the three versions of the known signatures.

28 35 Page 13, Evidential Documents by James V.P. Conway (Third Printing) 1959, by Charles C Thomas Publisher. This book has served as a primer in the field, a starting book where each new student begins his/her training.

1 94. The documents bearing known specimen signature samples by Mark Zuckerberg are from
2 legal and other court filed records. These known signature samples were used for comparison to the
3 questioned “Mark Zuckerberg” signature appearing on page 2 of the Facebook Contract. The
4 documents bearing the known specimen signature samples attributed to Mark Zuckerberg are
5 attached collectively hereto as EXHIBIT 16.

6 95. The attached EXHIBIT 17 comparison chart (comprised of six pages) demonstrates some of
7 the handwriting similarities between the questioned “Mark Zuckerberg” signature on the Facebook
8 Contract and the known specimen signatures attributed to Mark Zuckerberg. The questioned “Mark
9 Zuckerberg” signature from page 2 of the Facebook Contract was cropped from its full page
10 document and positioned at the top of the EXHIBIT 17.1 chart panel page. Similarly, three of the
11 known signatures were cropped from their full page documents and positioned below the questioned
12 signature on EXHIBIT 17.1, with the remaining known signature samples positioned on the
13 EXHIBIT 17.2 through EXHIBIT 17.6 chart panel pages.³⁶ On EXHIBIT 17.1, note the golden cast
14 of the paper and the brownish hues of the signature itself. This is due to my contrast and brightness
15 adjustments in an effort to bring out the image of the signature which is faint as observed from the
16 EXHIBIT 2 scans of the document pages that I took at the document production in Buffalo New
17 York on July 15, 2011.

18 96. The numbered arrows on these chart pages point out observed similarities in handwriting
19 features between the questioned “Mark Zuckerberg” signature and the known specimen signature
20 samples by Mark Zuckerberg. For each of the numbered arrows pointing to handwriting features of
21 the questioned signature at the top of EXHIBIT 17.1, there are corresponding numbered arrows
22 pointing out similar features among the known specimen signatures on the EXHIBIT 17.1 through
23 EXHIBIT 17.6 chart panel pages. For example,

24 97. *The “given” name—*

25 Arrow number 1 of the questioned signature points to the small beginning stroke of the letter “M.”
26 This subtle stroke can also be observed in the bottom signature on EXHIBIT 17.3, as pointed out by
27 arrow number 1 (K1.13 signature). Another example can be observed at the top of EXHIBIT 17.4

28 ³⁶ Not all of the resource known signatures were placed on the chart pages.

1 (signature K1.14).

2 Arrow number 2 points to the full loop beginning construction at the left side of the “M” in the
3 questioned signature. This feature can be observed among the known signatures by finding arrows
4 number 2 among the known signatures.

5 Arrow number 3 indicates the rounded arch of the questioned signature which connects the
6 beginning loop to the first staff of the “M”. This handwriting feature is repeated among the known
7 signatures as is observed by the number 3 arrows among the known signatures.

8 Arrow number 4 indicates the straight left staff of the questioned “M” and note further its elongated
9 length. These are other handwriting characteristic that have counterparts as can be seen by the
10 number 4 arrows among the known specimen signatures on the EXHIBIT 17.1 through EXHIBIT
11 17.2 chart panel pages.

12 Arrow number 5 on the questioned signature represents the similar convex arch in the letter “M” to
13 the known signatures. Note further the relationship of the next hump to its right marked by

14 Arrow number 7, which is more angular than rounded. This combination of a rounded arch followed
15 by a pointed “hump” at the tops of the letter “M” in the questioned signature, can be observed
16 among many of the known signatures as pointed out by arrows number 5 and 7 of the known
17 specimen signatures.

18 Arrow number 6 of the questioned signature points to the angle high above the writing base line in
19 the letters “M” which serves to connect the two “humps” of the questioned signature. This “v”
20 shape angle and its relative position is similar to the corresponding constructions among many of the
21 known signatures as indicated by arrows number 6 among the known signatures.

22 Arrow number 8 of the questioned signature indicates the close proximity of the right staff of the
23 “M” to the staff of the letter “R.” This close proximity of the “M” and “R” staffs can be observed
24 among the known signatures.

25 Note: I consider this second letter of the given name to be an “R” rather than a “K”, although I
26 cannot state which it is with certainty. Such signatures as this questioned “Mark Zuckerberg”
27 signature are called “symbolic” or “stylized” signatures where a few motions imply an entire part of
28 a name. For example, in this first name the “a” and “k” are missing (or some might argue that the
“a” and “r” are missing if they consider that the second character is a “k”). Additionally, in the
surname, the “cker” and “er” are missing. But this should be no surprise as many people stylize at
least portions of their names in this way.

1 Arrow number 9 of the questioned signature indicates the more closed elliptical loop for the top of
2 the “R” which feature can be observed among the known signatures on EXHIBIT 17.3 and
3 EXHIBIT 17.4.

4 Arrows number 10 of the questioned and the known specimen signatures show the similar angles
5 created by the second and third movements of the letters “R.”

6 Arrows number 11 indicated the same relative length, and, or direction of the strokes that terminate
7 the given name in both the questioned and the known signatures.

8 98. *The “surname”*—

9 Arrows number 12 of the questioned and known surnames point out the similar talon strokes.

10 Arrow number 13 of the questioned signature shows the large upper curve, which form and size is
11 similar in the known signatures where indicated by arrows number 13 among the known specimen
12 signatures.

13 Arrow number 14 of the questioned signature points to the middle retrace that results in a point to
14 the left which is similar to the middle point observed in the number “3”. This point is similar among
15 the known signatures as indicated by arrows number 14 among the known signatures.

16 Arrow number 15 of the questioned signature points to the lower lenticular loop of the questioned
17 surname. This handwriting feature can also be observed among the known signatures by arrows
18 number 15 where indicated.

19 Arrow number 16 of the questioned signature shows the rising connection stroke from the “Z” to the
20 letter “u” which bares similar features when compared to the known signatures.

21 Arrow number 17 of the questioned signature has two arrows which indicate that the left top of the
22 letter “u” is higher than the right top of the letter “u”. This proportional difference within this same
23 letter is repeated in the known signatures where indicated by arrows number 17 among those known
24 specimen signatures.

25 Arrows number 18 of the questioned and the known signatures point out the similar shape of the
26 “bucket” of the letters “u”.

27 Arrow number 19 of the questioned signature references to the form of the bulb of the letter “b”,
28 which feature bares similarity, where indicated, among the known signatures.

1 Arrows number 20 point to the peaked strokes at the right sides of the letters “b” which are similar in
2 both the questioned and the known signatures.

3 Arrow number 21 of the questioned signature points to the connection stroke between the “b” and
4 the letter “g”. Note in the area indicated by arrow number 21 that there is no definition of an upper
5 loop of the “g” but rather, just the connection that stylizes past an expression of an upper loop and
6 into the lower descender for the “g”. This is similar among the known signatures where indicated by
7 arrows number 21 of the known signatures.

8 Arrow number 22 of the questioned signature points to the larger descender loop for the letter “g”.
9 This handwriting feature is similar to the known signatures where indicated by arrows number 22
10 among the known signatures.

11 Arrow number 23 of the questioned signature points to the terminal stroke for the signature which
12 ends in a similar arc and similar flourish as in the known specimen signatures.

13 Arrows number 24 indicate the similar baseline-adherence between the questioned signature and the
14 known signatures. That is, the questioned signature floats above the baseline as indicated by arrow
15 number 24. Similarly, the known specimen signatures are mostly positioned above the baseline.

16 In addition to all of these similar handwriting features, other similarities were also observed between
17 the questioned and known signatures.

18 99. Given all of these observed similarities, the handwriting features present in the questioned
19 “Mark Zuckerberg” signature did represent the natural, normal and genuine handwriting
20 characteristics of Mark Zuckerberg as demonstrated by his EXHIBIT 16 known specimen
21 signatures. Consequently, Mark Zuckerberg (of the EXHIBIT 16 signature specimens) *is identified*
22 as the writer of the “Mark Zuckerberg” signature appearing on the original Facebook Contract (a
23 copy of which is attached hereto as EXHIBIT 2). An “*identification*” is a term of art in Forensic
24 Document Examination opinion rendering and represents the highest degree of confidence expressed
25 by document examiners in handwriting comparisons. That is, the examiner has no reservations
26 whatever, and the examiner is certain, based on evidence contained in the handwriting, that the
27 writer of the known material actually wrote the writing in question (**ASTM—American Society for**
28 **Testing and Materials** Designation: E 1658 – 08 Standard Terminology for Expressing Conclusions

1 of Forensic Document Examiners, 4. Terminology 4.1 Recommended Terms: “identification
2 (definite conclusion of identity)”.³⁷

3 **General Comments Regarding Handwriting Comparisons:**

4 ***Similarities rather than exactness—***

5 100. It should be noted that when comparing the same handwritten characters written by the same
6 person, one will observe *similarities* in the writing features rather than *exactness*. People do not
7 repeat their normal, everyday writing with the mechanical precision of a computer printer,
8 typewriter, or of a rubber stamp. As stated by David Ellen in his treatise on page 19—

9 (see EXHIBIT 18, The Scientific Examination of Documents, Methods and Techniques)

10 “Like other writings a signature is subject to variation. No one can reproduce a signature exactly, like
11 a printing process, and there are commonly wide variations found in the output of one person.”

12 Further, Ordway Hilton states on page 159 of his book—

13 (also see EXHIBIT 18, Scientific Examination Of Questioned Documents)—

14 “No two samples of writing prepared by anyone are identical in every detail, since
variation is an integral part of natural writing. The amount and kind of variation differs
among writers and in its way forms an important element in the identification.”

15 101. Therefore, although distinctive handwriting features by a same person will look “similar” to
16 one another, these similarities will not be so close as to appear exactly the same. These “differences”
17 executed by a same writer are more appropriately called “*variations*” or “*writing variations.*”

18 This principle can be observed by any person writing two or more of their own signatures, one right
19 after the other. Even a casual comparison of these signatures will reveal perceived differences.

20 Although there is no doubt that the same person wrote the sample signatures in immediate
21 succession, the “differences” observed in the same characters are referred to as “*writing variations*”
22 and such variations demonstrate the inability of human writers to repeat their handwritings with
23 mechanical precision or exactness.

24 102. Consequently, in the examinations and analysis of signatures, initials and other handwritings
25 to determine authorship, the examiner must weigh the evidence to determine whether handwritings
26 exhibit actual differences to indicate a different writer, or whether perceived differences are really
27 just variant forms within a person’s own “writing repertoire.”

28 ³⁷ Copy of ASTM E1658-08 attached hereto as EXHIBIT 5.

1 **Analysis of the “MZ” initials on Page 1 of the Facebook Contract:**

2 103. I was also asked to examine the “MZ” initials appearing to the right side of the hand printed
3 interlineation on page 1 of the Facebook Contract. I will refer to these “MZ” initials as the
4 “questioned initials.” I compared these questioned initials to numerous samples of “MZ” initials and
5 other writings by Mark Zuckerberg on other court filed documents. Copies of the documents bearing
6 known specimen initials attributed to Mark Zuckerberg are attached collectively hereto as
7 EXHIBIT 19.

8 104. I prepared a graphic comparison chart in support of my findings. This chart demonstrates the
9 similarities between the questioned “MZ” initials and the known specimen initials by Mark
10 Zuckerberg. The attached EXHIBIT 20 comparison chart (comprised of two chart pages)
11 demonstrates some of the handwriting similarities between the questioned “MZ” initials and the
12 known specimen initials by Mark Zuckerberg.

13 105. The questioned “MZ” initials were cropped from my high resolution scan of page 1 of the
14 original full page Facebook Contract document and positioned at the top of the EXHIBIT 20.1 chart
15 panel page. Similarly, six sets of known initials by Mark Zuckerberg were cropped from their full
16 page documents and positioned below the questioned initials on EXHIBIT 20.1, with six additional
17 known sets of initials cropped and positioned onto the EXHIBIT 20.2 chart panel page.³⁸ The
18 numbered arrows on these chart pages point out observed similarities in handwriting features
19 between the questioned and the known initials. For each of the numbered arrows pointing to
20 handwriting features of the questioned initials at the top of EXHIBIT 20.1, there are corresponding
21 numbered arrows pointing out similar handwriting features among the known specimen initials.

22 106. For example,

23 Arrow number 1 points to the top left peak of the “M” of the questioned initials. This point is similar
24 in form to the upper left peaks of the “M”s of the known specimen initials by Mark Zuckerberg as
25 indicated by arrows number 1 among the known initials.

26 Arrows number 2 indicate the straight staffs of the letters “M” in both the questioned and the known
27 sets of initials.

28 ³⁸ Not all of the resource known initials were placed on the chart pages.

1 The number 3 dashed step-down line under the questioned “M” shows that the right staff of the “M”
2 ends in a lower position than the left staff of the “M”. Although this relationship is not the same in
3 all of the known specimens, it is marked on the charts for four examples demonstrating that such
4 features are part of the writing repertoire of Mark Zuckerberg.

5 Arrow number 4 of the questioned initials, represents the concave or downward curving stroke
6 between the two peaks of the letters “M.” This writing feature is similar in many of the known
7 specimens as indicated by arrows number 4 of the sample writings by Mark Zuckerberg.

8 Arrows number 5 indicates the similarity in form of the upper right part of the “M”s in both the
9 questioned and the known specimen initials.

10 Arrows number 6 show the relatively elongated straight termination strokes of the letters “M.”

11 Arrow number 7 of the questioned initials, shows the shorter beginning stroke of the letter “Z”.

12 Although a little more of that stroke goes off to the left than what is visible (the ink to the left of the
13 arrow is virtually gone), it is still a relatively short stroke which has company among the known
14 specimens as indicated by arrows number 7 among those known specimens. Both shorter and more
15 extended strokes in this area are observed among the writing variation of Mark Zuckerberg.

16 Arrows number 8 points to the curved pen direction of the upper portion of the letter “Z.” This
17 feature is similar in several of the known specimens.

18 Arrow number 9 refers to the mid-elongated stroke of the letter “Z” in the questioned initials. This
19 pen movement is similar in the known exemplars as indicated by arrows number 9 of the known sets
20 of initials.

21 Arrows number 10 point to the lower curves strokes which are similar in the questioned and known
22 initials.

23 Arrow number 11 show the similar termination for the letters “Z”.

24 107. Given all of these observed handwriting similarities, the handwriting features present in the
25 questioned “MZ” initials did represent the natural, normal and genuine handwriting characteristics of
26 Mark Zuckerberg as demonstrated by his EXHIBIT 19 known specimen initials. Consequently,
27 Mark Zuckerberg (author of the EXHIBIT 19 specimen initials and other writings) *is identified* as
28 the writer of the “MZ” initials appearing next to the interlineation on page 1 of the original Facebook

1 Contract (reference copy attached hereto as EXHIBIT 2). An *identification* is a term of art in
2 Forensic Document Examination opinion rendering and represents the highest degree of confidence
3 expressed by document examiners in handwriting comparisons. That is, the examiner has no
4 reservations whatever, and the examiner is certain, based on evidence contained in the handwriting,
5 that the author of the known material actually wrote the writing in question (ASTM—American
6 Society for Testing and Materials Designation: E 1658–08 Standard Terminology for Expressing
7 Conclusions of Forensic Document Examiners, **4. Terminology** 4.1 Recommended Terms:
8 “identification (definite conclusion of identity)” . See EXHIBIT 5 hereto).

9
10 **Comparison of Mark Zuckerberg’s known specimen hand printing to
the interlineation on Page 1 of the Facebook Contract:**

11 108. I was also provided with known specimen hand printing by Mark Zuckerberg and I was
12 asked to compare that hand printing with the questioned hand printed interlineation on page 1 of the
13 Facebook Contract. Copies of the hand printing by Mark Zuckerberg that I used in this analysis are
14 attached hereto as EXHIBIT 21. On the basis of my examinations and analysis I noted numerous
15 fundamental handwriting differences in these comparisons.

16 109. Given all of the observed handwriting differences I determined that Mark Zuckerberg did not
17 write the hand printed interlineation on page 1 of the Facebook Contract—this is an “elimination.”
18 An “*elimination*” is another term of art in Forensic Document Examination opinion rendering and
19 means that the examiner is certain, based on evidence contained in the handwriting, that the writer of
20 the known material *did not write* the entry in question (ASTM—American Society for Testing and
21 Materials Designation: E 1658–08 Standard Terminology for Expressing Conclusions of Forensic
22 Document Examiner).

23 **Comparison of Paul Ceglia’s known specimen hand printing to the
24 Facebook Contract interlineation on page 1:**

25 110. Through counsel, I requested from Paul Ceglia hand printing samples to compare his writings
26 to the interlineation on page 1 of the Facebook Contract. Copies of those writings I requested and
27 received for analysis are attached hereto as EXHIBIT 22. Upon review of these handwriting
28

1 samples by Paul Ceglia I noted that they were executed in a natural, spontaneous manner and
2 consequently did not cause me to suspect that they had been contrived or otherwise distorted.

3 111. I then compared the provided known writings of Paul Ceglia to the interlineation on page 1
4 of the Facebook Contract and determined through my analysis that the hand printed interlineation
5 was written by Paul Ceglia—this is an “*identification*.”³⁹

6 **Comparison of Paul Ceglia’s known specimen writings to the “MZ”**
7 **initials on page 1 of the Facebook Contract:**

8 112. Similarly, I requested from counsel samples of Paul Ceglia writing “MZ” initials for me to
9 compare to the “MZ” initials on the Facebook Contract. Copies of those requested sample “MZ”
10 initials by Paul Ceglia are attached hereto as EXHIBIT 23. Upon review of these handwriting
11 samples by Paul Ceglia I noted that they were executed in a natural, spontaneous manner and
12 consequently did not cause me to suspect that they had been contrived or otherwise distorted.

13 113. I then compared these known writing samples of Paul Ceglia to the “MZ” initials next to the
14 interlineation on page 1 of the Facebook Contract. I determined through my analysis that Paul
15 Ceglia *did not write* the “MZ” hand printed initials—this is an “*elimination*.”⁴⁰ An “*elimination*” is
16 another term of art used by Forensic Document Examiners in opinion rendering. This is the highest
17 degree of confidence expressed *away from* the known writer. That is, by using this expression,
18 the document examiner denotes no doubt in his/her opinion that the questioned and known writings
19 were not written by the same individual.

20 114. The attached EXHIBIT 24 single page comparison chart demonstrates the basis for my
21 finding that Paul Ceglia did not write the “MZ” initials. EXHIBIT 24 demonstrates some of the
22 handwriting differences between the questioned “MZ” initials on the Facebook Contract and the
23 sample initials written by Paul Ceglia. The questioned “MZ” initials appear at the top of the
24 EXHIBIT 24 chart page. Six sets of “MZ” initials written by Paul Ceglia have been positioned
25 below the questioned “MZ” initials.

26
27 ³⁹ ASTM—*American Society for Testing and Materials* Designation: E 1658–08 Standard Terminology for Expressing
28 Conclusions of Forensic Document Examiners. See EXHIBIT 5 hereto.

⁴⁰ See under “*elimination*” ASTM—*American Society for Testing and Materials* Designation: E 1658–08 Standard
Terminology for Expressing Conclusions of Forensic Document Examiners. See EXHIBIT 5 hereto.

1 115. The numbered arrows on these chart pages point out observed differences in handwriting
2 features between Paul Ceglia's writings and the questioned "MZ" initials. For each of the numbered
3 arrows pointing to handwriting features of the questioned initials at the top of EXHIBIT 24, there are
4 corresponding numbered arrows pointing out differences in the handwriting features by Paul Ceglia.

5 116. For example,

6 Arrow number 1 points to the letter "M" of the questioned initials. This questioned "M" is back
7 slanted while the "M"s by Paul Ceglia are forward slanted. Additionally, it is clear that the beginning
8 strokes of the "M"s by Ceglia start with the downward motion as indicated by the close proximity of
9 the arrowheads of arrows number 1 among the known initials.

10 Arrow number 2 points to the concave top of the questioned letter "M" whereas there is more of a
11 "v" shape in the location of the Ceglia samples between the two staffs of the "M"s.

12 Arrow number 3 indicates that the bottommost position of the stroke that connects the two staffs is
13 usually higher proportionally than in the known initials made by Paul Ceglia. A further difference is
14 that the Ceglia "M"s are pointed downward rather than curved as in the questioned "M".

15 Arrows number 4 reveal that the "M"s by Ceglia are more rounded at their tops rather than pointed
16 as observed in the corresponding location in questioned initial "M".

17 Arrows number 5 show the different pen direction in the formation of the letters "Z" when
18 comparing this area of the "Z" between the questioned and known initials.

19 Arrows number 6 points to the cross-bar of the letter "Z" in the questioned initial. No such cross-
20 bars are present in the known specimen initial "Z"s by Paul Ceglia as indicated by arrows number 6
21 among the known initials by Ceglia.

22 Arrow number 7 points to the lower stroke of the letter "Z" of the questioned initial which favors an
23 arc to the left as it proceeds down, whereas the corresponding parts of the "Z"s by Ceglia favor arcs
24 to the right instead.

25 Arrow number 8 points to a more rounded feature in the questioned initial "Z" that is different than
26 the more angular lower constructions of the "Z"s by Paul Ceglia.

27 Arrow number 9 indicates the termination of the "Z" stroke of the questioned initial which is
28 different than the known specimen initials by Paul Ceglia which proceed more to the right along a

1 more straight path.

2 117. These differences in handwriting characteristics demonstrate that Paul Ceglia *did not write*
3 the “MZ” initials next to the interlineation on the Facebook Contract.

4 **Comparison of Paul Ceglia’s known specimen writings to the**
5 **“Mark Zuckerberg” signature on page 2 of the Facebook Contract:**

6 118. I also requested from counsel and received samples of Paul Ceglia writing the “Mark
7 Zuckerberg” signature so that I could compare Paul Ceglia’s writing to the “Mark Zuckerberg”
8 signature on page 2 of the Facebook Contract. These numerous “request signature samples” by Paul
9 Ceglia are attached hereto as EXHIBIT 25. Upon review of these handwriting samples by Paul
10 Ceglia I noted that they were also executed in a natural, spontaneous manner and consequently did
11 not cause me to suspect that they had been contrived or otherwise distorted.

12 119. I then compared these known writing samples of Paul Ceglia to the “Mark Zuckerberg”
13 signature on page 2 of the Facebook Contract and determined through my analysis that Paul Ceglia
14 *did not write* the “Mark Zuckerberg” signature—this is an *“elimination.”*⁴¹ An *“elimination”* is
15 another term of art used by Forensic Document Examiners in opinion rendering. This is the highest
16 degree of confidence expressed *away from* the known writer. That is, by using this expression,
17 the document examiner denotes no doubt in his/her opinion that the questioned and known writings
18 were not written by the same individual.

19 120. The attached EXHIBIT 26 comparison chart demonstrates the basis for my finding that Paul
20 Ceglia did not write the “Mark Zuckerberg” signature on the Facebook Contract. EXHIBIT 26
21 (comprised of two pages) demonstrates some of the handwriting differences between the questioned
22 “Mark Zuckerberg” signature and the known signature samples by Paul Ceglia. The questioned
23 “Mark Zuckerberg” signature is presented at the top of the EXHIBIT 26.1 chart panel page.
24 Similarly, three of the known signature samples by Paul Ceglia have been positioned below the
25 questioned signature with additional samples by Paul Ceglia on the following EXHIBIT 26.2 chart
26 panel page.

27 121. On EXHIBIT 26.1, note the golden cast of the paper and the brownish hues of the signature

28 ⁴¹ See under “elimination” ASTM—American Society for Testing and Materials Designation: E 1658–08 Standard Terminology for Expressing Conclusions of Forensic Document Examiners. See EXHIBIT 5 hereto.

1 itself. This is due to my contrast and brightness adjustments in an effort to bring out the image of the
2 signature which is faint as observed from the EXHIBIT 2 scans of the document pages that I took at
3 the document production in Buffalo NY on July 15, 2011.

4 122. The numbered arrows on these chart pages point out observed differences in handwriting
5 features between Paul Ceglia's writings and the questioned "Mark Zuckerberg" signature. For each
6 of the numbered arrows pointing to handwriting features of the questioned signature at the top of
7 EXHIBIT 26.1, there are corresponding numbered arrows pointing out differences in the
8 handwriting features by Paul Ceglia as observed among his known specimen signature samples on
9 the EXHIBIT 26.1 and EXHIBIT 26.2 chart panel pages. For example,

10 123. *The "given" name—*

11 Arrow number 1 on EXHIBIT 26.1 points to the beginning construction of the questioned "Mark
12 Zuckerberg" signature. This loop is smaller than the loops that begin the "M" constructions observed
13 in the known signatures by Paul Ceglia.

14 Arrow number 2 points to the rounded top left hump of the questioned signature. By looking at
15 arrows number 2 among the known specimen signatures one can clearly see that Paul Ceglia makes
16 angular upper strokes in this area rather than rounded ones when he writes the letters "M".

17 Arrow number 3 of the questioned signature points to the bottom point of the stroke which connects
18 the two structures of the letter "M". The position of the underside part of this "v" shape is very high
19 compared to the corresponding feature marked by the number 3 arrows among the known writing
20 samples by Paul Ceglia.

21 Arrows number 4 and 6 point to the upper curved humps of the "M" which, in the known signatures,
22 are more angular as indicated by arrows 4 and 6 among the known signatures.

23 Arrow number 5 of the questioned signature points to the drooping connection stroke between the
24 "M" and what appears to be a "k". However, in the known signature samples by Paul Ceglia, there is
25 a connection to the letter "a" with a minimal droop which at times is even more angular or abrupt in
26 appearance.

27
28

1 Arrows number 7 between the questioned and known signatures mean to point out that while Paul
2 Ceglia visually articulates his signatures (that is, he spells out all of the letters of “Mark” and all of
3 the letters of “Zuckerberg”), the questioned signature is abbreviated in nature.

4 124. *The “surname”*—

5 Arrow number 8 points to the upper “Z” construction in the questioned signature that is very
6 different in form when compared to the corresponding “Z”s of the known signatures as observed by
7 the number 8 arrows among the known specimen signatures by Ceglia.

8 Arrow number 9 shows the point in the middle of the letter “Z” of the questioned signature. This left
9 point is akin to the middle part of a number “3”. By perusing all of the known specimen signatures
10 one can determine that no such point exists in any of the known signatures by Paul Ceglia.

11 Arrow number 10 points to the letter “u” in the questioned signature which is different in form and
12 internal proportion that the known specimen signatures. That is, the right peak of the “u” is lower
13 than the left peak of the “u.” Such a difference in internal character proportion is not present in the
14 known signatures by Ceglia.

15 Arrow number 11 points to the staff construction of the letter “b” of the questioned signature which
16 is upright rather than slanted and which bears a tight loop rather than more open loops of the known
17 signatures as indicated by arrows number 11 among the known signatures.

18 Arrow number 12 points to a connection stroke leading to the “g” descender character. Arrows 12
19 among the known signatures show that no such lateral stroke is present among the known specimens.

20 Arrows number 13 show that the descender loops are different in form between the questioned and
21 the known signatures.

22 Arrows 14 (the dashed arrows) indicate that while the questioned “Mark Zuckerberg” signature at
23 the top of EXHIBIT 26.1 is mostly vertical, all of the known specimen signatures by Paul Ceglia are
24 written with a forward slant.

25 125. These differences in handwriting characteristics demonstrate that Paul Ceglia *did not write*
26 the “Mark Zuckerberg” signature on page 2 of the Facebook Contract.

27 126. An objection could be advanced that the reason why Paul Ceglia’s writing samples don’t
28 match the questioned “Mark Zuckerberg” signature is because Paul Ceglia wrote the questioned

1 “Mark Zuckerberg” signature, not in his normal writing style, but attempted to reproduce the
2 likeness of a true signature by Mark Zuckerberg. In this theory, the “forger” would have to use a
3 model of a true signature by Mark Zuckerberg since it is apparent that the questioned signature looks
4 so close to Mark Zuckerberg’s true signatures. However, two points argue against this position:

5 1) First, *simulated forgeries*⁴² give themselves away by a lack of spontaneity as
6 evidenced by slow writing speed (rhythm), the presence of tremor, indecisive pen
7 movements and patching strokes. As stated by James V.P. Conway in his book Evidential
8 Documents, (basic primer for every trainee in the field),
9 “Simulated signatures are freehand drawings in imitation of a model signature”, and,
10 “A studied simulation from a master model signature usually embodies a slow drawing
11 movement, unnatural starts and stops, a lack of rhythm, and uncertainty of letter
12 conformations. Touch-up strokes and patchings are common also because the forger by
simulation, like the artist, is his own severest critic. He is rarely content with his efforts
without adding a few ‘improving’ and ‘correcting’ touches.”

13 But these are not the features observed in the questioned “Mark Zuckerberg” signature on
14 page 2 of the Facebook Contract. This questioned signature exhibits spontaneous pen
15 movement and lacks the other tell-tale signs of a simulated forgery.

16 2) The presence of the handwriting similarities which have already been presented
17 herein show that it was Mark Zuckerberg who wrote the questioned signature on page 2 of
18 the Facebook Contract, not Paul Ceglia.

19 127. Forensic Document Examiners often discuss “the universe of the document.” That is to say,
20 experts in this field consider the context of the document under investigation. Given that there are
21 two parties to this two-page contract, we have a very limited “universe” as to the creation of this
22 contract. Given that the writings on the Facebook Contract were arguably by either Paul Ceglia or
23 Mark Zuckerberg, the obvious question is, “does the questioned ‘Mark Zuckerberg’ signature look
24 more like it was signed by Mark Zuckerberg, or does it look like it was signed by Paul Ceglia? The
25 evidence is clear on this point—it was Mark Zuckerberg who signed the “Mark Zuckerberg”
26 signature on page 2 of the Facebook Contract. This same line of argument and logic should also be
27 applied to the questioned “MZ” initials on page 1 of the Facebook Contract.

28 ⁴² Page 23 Evidential Documents, Third Printing by James V.P. Conway.

1 **Latent Handwriting Impression Evidence:**

2 128. Typical *latent handwriting examination tests* are performed to determine whether or not any
3 documents under investigation were written on while over the top of other documents also under
4 investigation. Signatures and other handwritings or hand printing on documents can leave invisible
5 indentations on the documents underneath them. The purpose of this examination is to glean
6 information that may shed light on the source, relationships or sequence of the documents under
7 investigation.

8 129. The typical machine used to process document pages suspected of having such invisible
9 writing impressions on them is called an “ElectroStatic Detection Apparatus” otherwise just referred
10 to as an “ESDA”. This is the name given to the product marketed by Foster + Freeman Ltd. While
11 there are other manufacturers of such machines, I used the ESDA for processing the documents in
12 this case.

13 130. The procedure begins by placing the document page to be processed in some kind of
14 humidity chamber to humidify it. The document is then placed on the machine’s Document Platen
15 which is designed to allow suction to draw through it to help hold the document tight to the
16 Document Platen. Next, imaging film (much like Saran Wrap) is placed over the document to protect
17 it. In the next step, a hand-held corona wand is used to create a static-charge over the imaging film.
18 Finally, a toner type of imaging developer is cascaded over the top of the imaging film to process
19 (make visible) writing impressions. To record those results, a transparent fixing film is affixed over
20 the imaging film which is then removed from over the top of the document being processed.

21 131. On July 15th, 2011 at the document inspection at the law offices of Harris Beach in Buffalo,
22 NY, I used my ESDA machine to process page 1 and page 2 of the Facebook Contract. As a result of
23 this processing my ESDA machine developed an image from page 2 of the handwritten interlineation
24 from page 1 of the Facebook Contract. Although the image produced was very faint, detailed
25 scrutiny of that page 2 ESDA image revealed that page 1 was indeed over the top of page 2 when the
26 hand printed interlineation was written on page 1.

27 132. I prepared the attached EXHIBIT 27 graphic chart to demonstrate my findings. At the top of
28 EXHIBIT 27 is a cropped scan which I took of the visible hand printed interlineation from page 1.

1 I rendered this image in *black and white* and increased the contrast for better comparison to the
2 cropped image of the ESDA process which I positioned under the visible interlineation. That lower
3 image is from page 2, the result of the pressure of the hand printed interlineation from page 1.
4 I developed the lower image using my ESDA machine. Visual comparisons of these images are best
5 made by viewing the color EXHIBIT 27 chart rather than a black and white printout.

6 133. The dashed red arrows on EXHIBIT 27 point from portions of the hand printed characters
7 from the page 1 hand printed interlineation to portions of the hand printed characters below in the
8 “ESDA lift” image. Although the ESDA image is faint, with some visual study, the observer can see
9 portions of the handwritten interlineation from page 1 (defense expert LaPorte virtually
10 acknowledges the presence of the page 1 interlineation in page 2- see discussion beginning at
11 paragraph 140 herein).

12 134. Defendant’s experts who went to the trouble of processing the Facebook Contract for latent
13 handwriting impressions, when they found them, they either did not mention their results in their
14 reports and declarations or they minimized the significance of this evidence.

15
16 **Lesnevich on the Latent handwriting impression evidence:**

17 135. I personally observed defendants’ expert Gus Lesnevich and his assistant processing the
18 Facebook Contract for several hours on July 15, 2011 at the document production at Harris Beach in
19 Buffalo New York. It is surprising that while Lesnevich makes a passing reference in his first
20 declaration that he had processed the Facebook Contract document using ESDA (Document
21 239 ¶13): “During my inspection, I processed both pages of the questioned “WORK FOR HIRE” for
22 the presence of indentations using the Electrostatic Detection Apparatus (ESDA)”,⁴³ he did not
23 mention any observations, results, findings, nor conclusions of these several hours of processing in
24 his formal, complete report (Document 329).

25 136. It is a lot of work to pack up and transport the ESDA equipment; to set it up at the on-site
26 location and then perform the ESDA processing. After a document production is completed, all of
27 the equipment then needs to be repacked, taken to the car, transported back to the office location,
28 _____

⁴³ Copy of ASTM Designation E2291-03 Standard Guide for Indentation Examinations attached hereto as EXHIBIT 28.

1 unloaded out of the car and then set back up at the office again. This equipment is heavy, bulky and
2 difficult to pack and stow for each step of transport for the trip out and the return trip. Having gone
3 through all those gyrations, and now having had the chance to discuss his ESDA processing findings
4 in his comprehensive report, Lesnevich did not mention anything at all about his hours of
5 processing, examinations, analysis, findings nor conclusions concerning his ESDA processing.

6 137. Even as can be seen from reviewing the Video of the defendants' experts on July 15 2011,
7 the latent handwriting impression tests using the ESDA machine was a big part of the activity.

8 The ESDA equipment was brought on site for a reason as defendants' experts understand the value
9 of such evidence. That Lesnevich makes absolutely no mention of his ESDA work in his second,
10 apparently "complete report" speaks volumes. Apparently Lesnevich does not dispute the presence
11 of the page 1 hand printed interlineation appearing on page 2 as a latent impression since he made no
12 comment refuting this evidence. In light of the fact that Lesnevich did process the Facebook
13 Contract pages for the presence of latent handwriting impression evidence, it would be expected that
14 he would have made some mention of it had the results been helpful to his client's position.

15 138. I suspect that Lesnevich did find an impression on page 2 of the interlineation from page 1
16 but has failed to report on its presence. It is particularly likely since I found the impression and
17 defense expert LaPorte also found the impression of the interlineation from page 1 on page 2 of the
18 Facebook Contract⁴⁴.

19 139. It unclear whether defendants' expert Lesnevich was instructed to withhold his ESDA
20 findings, or whether he decided on his own not to report on his ESDA findings, despite the standing
21 order from Honorable Leslie G. Foschio (Document 83 page 3) that "Defendants shall complete the
22 examination of the Hard-Copy Documents and Electronic Assets, and by September 9, 2011,
23 Defendants shall provide to the Court and Plaintiff all reports documenting the findings of that
24 examination." (underlining added).

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⁴⁴ LaPorte Document 326, Page 16 Paragraph 7. Indentation/Impression Examinations.

1 **LaPorte on the Latent handwriting impression evidence:**

2 140. Page 16 of LaPorte’s March 26 2012 report (Document 326), Paragraph 7.

3 Indentation/Impression Examinations, LaPorte appears to concede that “An indented entry was
4 observed above Section 11 on page 2 of the *Work for Hire* document.” He went on to add that
5 “Although some of the text coincides with the text in the interlineations, it could not be determined
6 definitively if the entire impression originated from the interlineation on page 1.”

7 141. LaPorte states that he did process the questioned documents using an ESDA machine⁴⁵, and
8 in addition, he used “side lighting” which “did allow for a portion of the entry to be visualized”.
9 Typically these results are enough to “call it”. He states that he saw enough elements of the
10 handwritten interlineation from page 1 on page 2, admitting that “some of the text coincides with the
11 text in the interlineations,” yet he balks stating that “it could not be determined definitively if the
12 entire impression originated from the interlineation on page 1.” This is just unprofessional, if not
13 negligent. Having observed portions of actual handwritings that “coincide” with portions of an entry
14 and “some of the text” which coincides, that provides sufficient evidence to determine that the page
15 bearing evidence of the original actual handwritings was indeed over the top of the document
16 exhibiting the latent writing impression evidence of the handwritings from the top page.

17 142. In fact, this is what LaPorte has already done in this very same report on Page 27 (Doc 326)
18 under Paragraph 14 with his stated findings regarding the Technical Specifications Document.
19 He stated unequivocally that the handwritings from one page were observed as a latent writing
20 impression on another page on the mere basis of “*a portion of the entry.*” However, with regard to
21 the Work For Hire document/Facebook Contract, even though he determined that “some of the text
22 coincides”, that is, he observed “a portion of the entry”, nevertheless, he made no unequivocal
23 statement but instead questioned the source of the entry when the source of the interlineation was
24 readily clear.

25 143. With respect to the Facebook Contract, LaPorte now departs from the accepted authorities in
26 the field with his proclamation that the finding of latent impressions on page 2 of the visible hand
27 printed interlineation from page 1 “does not provide any evidence that pages 1 and 2 were created
28 _____

⁴⁵ LaPorte states that he used the ESDA machine (Document 326) at 7. Indentation/Impression Examinations.

1 contemporaneously or that the Work for Hire document is authentic.”

2 144. Contrary to LaPorte’s assertion, latent writing impression evidence has long been considered
3 as compelling evidence that two or more pages have an association together. Numerous citations
4 from the technical authorities in the field speak to the importance of such evidence. For example,

5 “The discovery of indented impressions can be of great significance.”⁴⁶

6 Also on page 334 of the book titled the Scientific Examination of Questioned Documents, Second
7 Edition, Section 27.6 “Proof of an Unaltered Document” and in the very context of examining
8 documents to see if there has been a substitution, the author states (copy of excerpt attached hereto
9 as EXHIBIT 30):

10 “A further consideration in a multi-page document is whether any pages may have been
11 removed and others substituted, or new pages added into the document after execution. Such
12 examinations, of course, involve consideration of the writing instrument, printer, paper,
13 manner of binding, **and the presence of writing indentations that may have resulted from
14 preparation of material on the previous page**” (bold and indenting added).

15 145. Having cast doubt upon different independent elements of the actual evidence, LaPorte does
16 not appear to practically understand that an opinion regarding the authenticity of a document is
17 cumulative in nature. The experienced Forensic Document Examiner considers the weight of all of
18 the elements of the evidence in the formulation of their ultimate opinion. That is, each piece of
19 evidence cannot be considered in a vacuum but should be considered as to the sum of all elements of
20 evidence concerning the documents under investigation. As instructed in the technical authority
21 regarding the procedures to establish if a document “has not been altered” (Scientific Examination of
22 Questioned Documents page 333 from Section 27.6 Proof of an Unaltered Document ⁴⁷,
23 again EXHIBIT 30 hereto):

24 “...it is incumbent upon document examiners to be able to prove genuineness as well as fraud.
25 This proof of genuineness is necessary to support the validity of certain disputed documents.
26 Actually, the procedure involves not the application of any single test, but a consideration of
27 all the applicable procedures to determine whether there has been an erasure, a substitution,
28 or any other type of alteration in a document” (underlining added).

and also page 334 at the top paragraph,

“It is the *cumulative evidence* that establishes that the document is unaltered” (italics added).

46 Page 173 Scientific Examination of Documents Methods and Techniques Third Edition, David Ellen CRC Taylor & Francis Group 2006 (copy attached hereto as EXHIBIT 29).

47 Scientific Examination of Questioned Documents Second Ed. Taylor & Francis.

1 Further insight on this point is given on the next page of this authority (Page 335):

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

6 **An example from this case evidence of considering**
7 **“combined results” and “cumulative evidence”:**

8 146. When considered in unison, the staple hole evidence and the latent handwriting impression
9 evidence mutually support one another. EXHIBIT 31 hereto is a three page chart that demonstrates
10 that when you line up the staple holes of page 1 of the Facebook Contract directly over the staple
11 holes of page 2 of the Facebook Contract, the position of the visible handwritten interlineation from
12 page 1 also lines up over the same position on page 2 where the indented impression was present,
13 right where we would expect it to be if the interlineation had been written and initialed with the two
14 same pages stapled in place. Indeed, that is what the evidence demonstrates.

15 147. EXHIBIT 31.1 is a copy of page 1 of the Facebook Contract which has been rendered in red
16 to distinguish it from page 2 which shows the text in black (*it will be important for the reader to*
17 *view the color version rather than a black and white printout of this exhibit*). At the upper left of
18 EXHIBIT 31.1 is a turquoise box highlighting the presence of the staple holes with their secondary
19 impression marks. At the lower part of the text of the left hand column is a turquoise rectangle
20 surrounding the hand printed interlineation along with the “PC” and “MZ” initials.

21 148. EXHIBIT 31.2 is a copy of page 2 of the Facebook Contract which is in black. At the upper
22 left of EXHIBIT 31.2 is a turquoise box highlighting the presence of the staple holes with their
23 secondary impression marks which all match the same staple holes and marks of page 1. These
24 matches have already been demonstrated in paragraphs 10-17 herein. The lower turquoise rectangle
25 on EXHIBIT 31.2 shows the position of where the latent handwriting impressions was observed on
26 page 2 from the visible handwritten interlineation seen on page 1 (EXHIBIT 31.1 panel).

27 149. EXHIBIT 31.3 blends together the staple hole evidence with the discovery of the latent
28 handwriting impression evidence. On EXHIBIT 31.3, page 1 of the Facebook Contract (rendered in
red) has been superimposed over the top of page 2 of the Facebook Contract (black image). Note:
only the “WORK FOR HIRE” title and most of the left column of print have been duplicated from

1 page 1 to create a more manageable visible display. This EXHIBIT 31.3 panel demonstrates that
2 when you line up the staple holes from page 1 over the staple holes of page two, you then observe
3 that the visible hand printed interlineation from page 1 also lines up over the area on page 2 where
4 the latent handwriting impression was discovered.

5 150. The insights from the authorities are directly on point in this regard:

6 “When the *combined results* reveal no change, it can be stated that there is no evidence to
7 support that this document was altered.”⁴⁸

8 This is not the only instance of mutually supporting evidence. All of the mutually supporting
9 evidence will be detailed together in this declaration summary beginning in paragraph 232 herein.

10 **The visible hand printed interlineation on the “STREET FAX” page does not match**
11 **the latent handwriting impression from page 2 of the Facebook Contract:**

12 Spacing from the left margins

13 151. I examined the two pages of the Facebook Contract and determined that the position of the
14 interlineation from the left-most margins was approximately fifteen (15) typed characters (give or
15 take 2 characters). That is, on page 1 of the Facebook Contract I noted that the visible “P” in the
16 hand printed word “Providing” is positioned at approximately 15 printed characters from the left
17 most margin. In the upper image of EXHIBIT 32 attached hereto, under bubble #1 are fifteen
18 descending red arrows pointing down to count the printed characters from the left-most margin to
19 the hand printed letter “P” in “Providing.” There are small numbers at the tops of the arrows and
20 immediately under the bracket showing that the count is fifteen (15) characters, keeping in mind that
21 a space also needs to be counted as a character.

22 152. I then reviewed the latent handwriting impression which I developed from the page 2 original
23 and observed that the latent writing impression also began at approximately 15 printed characters
24 from the left-most margin (give or take 2 characters).⁴⁹

25 153. I then reviewed page 1 of the STREET FAX document to determine how many characters
26 from the left margin the letter “P” was positioned for the STREET FAX interlineation. As stated

27 ⁴⁸ Page 335, Scientific Examination of Questioned Documents Second Ed. Taylor & Francis.

28 ⁴⁹ I did consider the variable that the character spacing of the printed text of the Facebook Contract page being compared is “proportion printing.” However, an average count of the lines above and below confirm the stated character count spacing.

1 previously, both pages of the STREET FAX document are poor quality copies, however, at least a
2 character count can be conducted to determine how many characters from the left hand margin the
3 visible hand printed interlineation begins. In the lower image of EXHIBIT 32, one can see (below
4 bubble #2) that the “P” in “Providing” begins about only four characters to the right of the left-most
5 margin. There is a substantial difference in the spacing from the left hand margin of the hand printed
6 interlineation on the STREET FAX document in comparison to the spacing of the interlineation on
7 page 1 of the Facebook Contract. That substantial difference is about eleven (11) printed characters.

8 154. In summary, the position of the latent impression on page 2 of the Facebook Contract
9 matches the position of the visible hand printed interlineation on page 1 of the Facebook Contract.
10 However, the hand printed interlineation on page 1 of the STREET FAX document does not match
11 the position of the latent impression on page 2 developed from the Facebook Contract.

12 155. Consequently, the hand printed interlineation from the STREET FAX document is not in the
13 proper position to argue that it was the source hand printed interlineation that appears as the latent
14 handwriting impression on page 2 of the Facebook Contract. This provides further evidence that the
15 copy of page 1 of the STREET FAX document does not represent the original that was supposedly
16 the true companion document contemporaneously created with page 2 of the Facebook Contract
17 (“*Work for Hire*” Contract) document.

18 Hand printed interlineation on STREET FAX does not match page 2 of Facebook Contract

19 156. The attached EXHIBIT 33 chart shows three cropped images. At the top of the page is an
20 enlargement of the cropped image of the visible hand printed interlineation from page 1 of the
21 Facebook Contract. This image is rendered in black and white for comparison purposes. One can
22 observe in the top image that the “PC” initials are positioned higher than the line of print to the left.
23 That is, the top of the “PC” is much higher than the tops of the handwritings to the left as indicated
24 by the dashed red line which rises up over the top of the “PC” initials to show the difference in
25 relative position.

26 157. The middle image is a repeat of the latent handwriting impression developed from page 2 of
27 the Facebook Contract which has already been presented in EXHIBIT 27 and discussed herein in
28 paragraphs 132-134. Note in EXHIBIT 33 that the top of the “PC” initials are also high in

1 comparison to the tops of the overall line of print to the left as indicated by the red dashed line than
2 rises up toward the right to show how the “PC” initials are positioned higher than the main body of
3 text. The relative position of the “PC” initials being higher than the main body of text for the ESDA
4 (middle) image (page 2 of Facebook Contract) is the same as the relative position of the “PC” initials
5 for the visible hand printed entry as is plainly visible in the upper image represented by page 1 of the
6 Facebook Contract.

7 158. The bottom image on EXHIBIT 33 is a crop of the interlineation from the STREET FAX
8 document. Note that the print quality is poor, however, one can at least observe the general position
9 of the hand printing in relationship to the surrounding mechanically produced (“typed”) text. In this
10 lowest image on EXHIBIT 33 one can observe that the tops of the “PC” initials are about the same
11 height as the height of the overall printing of the main interlineation.

12 An additional point in this regard is that the verb “is,” which appears as the visibly hand
13 printed verb in the interlineation on page 1 of the Facebook Contract, and which also appears
14 as the latent handwritten verb on page 2 of the Facebook Contract, is not the same verb for the
15 interlineation on the STREET FAX document. The verb used for the STREET FAX hand printed
16 interlineation was the word “has” rather than “is.”

17 159. These additional differences between the position of the handwriting of the STREET FAX
18 document and the use of different words demonstrates again that the interlineation on the STREET
19 FAX document was not the interlineation developed from page 2 of the Facebook Contract (“Work
20 for Hire” Contract) document.

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1 **Examination of the paper of the Facebook Contract pages:**

2 **Measurements and visual inspection and comparison of page 1 with page 2 of the original**
3 **Facebook Contract—**

4 160. When I examined the original two pages of the Facebook Contract I used a micrometer and
5 measured both pages of the Facebook Contract and each page measured at 0.11 mm.⁵⁰ Measuring
6 paper thickness is a standard procedure suggested by ASTM Designation: E2325-05 Standard Guide
7 for Non-destructive Examination of Paper. At paragraph 6.3.1 this standard recommends using a
8 “Micrometer capable of measuring in increments of 0.02mm or 0.001 inch.” I took measurements in
9 at least six positions on each of the two pages. My measurements show that the two pages of the
10 Facebook Contract are the same thickness.

11 161. I also observed from the Video (at 13:55:20) of the document production July 14th, 2011 that
12 Peter Tytell took paper thickness measurements with a micrometer. However, Tytell makes no
13 mention in his report (Document 330) of his findings regarding his micrometer measurements of the
14 paper of the two pages of the Facebook Contract. That he has not reported his results after an
15 apparently thorough process of measuring the paper thickness can be taken as his acknowledgement
16 that the two pages of the Facebook Contract indeed measure the same further demonstrating the
17 disparity between the defense experts since Tytell apparently does not agree with LaPorte who has
18 stated in his report that he thinks the two pages measure differently.⁵¹

19 162. I also measured the two pages of the Facebook Contract as to their width and length and
20 discovered that these measurements were precisely the same for both pages.

21 163. I also examined the opacity and the cockling features of pages 1 and 2 of the Facebook
22 Contract and these features were the same between both pages. “Opacity” refers to the amount of
23 light that can shine through a sheet of paper and to what extent you may see other images printed on
24 another sheet placed immediately behind the sheet being viewed.⁵² “Cockle”⁵³ or “cockling” refers

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26 ⁵⁰ In my preliminary declaration (Document 194) at Paragraph 21. d) I inadvertently typed “0.011” when the actual
measurement is 0.11 mm. Nevertheless, the measurements were the same for page 1 and page 2 of the Facebook
Contract pages.

27 ⁵¹ LaPorte’s opinion- Document 326 page 21 “There was an observable, statistically significant difference in the
thickness of pages 1 and 2.”

28 ⁵² Page 370 Paper Knowledge book of The Mead Corporation First Edition 1990.

⁵³ Page 144 Paper Knowledge book of The Mead Corporation First Edition 1990.

1 to a puckered paper surface, the result of uneven, spotty shrinkage of the paper during drying as part
2 of the paper manufacturing process. I use this term “cockling” in reference to the texture and finish
3 of the paper surface which, under magnification, had a textured feature to it which was visually the
4 same between page 1 and page 2 of the Facebook Contract.

5
6 **Paper Fiber Lab Testing—**

7 164. Since my preliminary declaration (Document 194) I have reviewed the TEST REPORT dated
8 December 13, 2011, of Walter J. Rantanen, Technical Leader, Fiber science of IPS Testing Experts
9 (copy of report attached hereto as EXHIBIT 34). Plaintiff’s expert Larry Stewart provided me this
10 report advising me that he (Stewart) submitted samples of the paper fibers from page 1 and page 2 of
11 the Facebook Contract to Mr. Rantanen for analysis. Mr. Rantanen subsequently reported on page 2
12 of his December 13, 2011 TEST REPORT that “The fiber content of the two vials is consistent with
13 coming from the same mill and production run.” What that means is that the actual sheets of paper
14 that were used for page 1 and page 2 of the Facebook Contract pages were created on the same day.
15 This argues against any claim that a new/different sheet of paper would have been purchased years
16 later and then fraudulently inserted as a new page 1 to page 2 of the original Facebook Contract.

17 165. This chemical testing report by Walter J. Rantanen confirms my measurements and visual
18 examinations. That is, I previously reported that the results of my inspection was that “these features
19 were the same between both pages” (Document 194 ¶21.e) and now we have the chemical analysis
20 by IPS Testing Experts that supports my initial measurements and visual observations that the paper
21 of page 1 and page 2 of the Facebook Contract are the same.

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1 **Observations regarding defense experts examinations at**
2 **the document production in Buffalo NY on July 15, 2011:**

3 166. I was present at the law offices of Harris Beach in Buffalo, NY on Friday July 15, 2011 and
4 observed the entire day of examinations of the original questioned Facebook Contract/“*Work For*
5 *Hire*” Contract by the Facebook’s document experts Peter Tytell, Gus Lesnevich (and his assistant
6 Khody Detwiler), as well as Michael Zontini of Foster and Freeman who was working closely with
7 the Facebook Defense experts, especially with Peter Tytell who spent much of his time using the
8 VSC machine⁵⁴.

9 167. I had been informed that the experts for Facebook had already spent the entire previous day
10 examining the Facebook Contract. Having now reviewed the Video of the day of testing on
11 July 14, 2011, I have seen that Peter Tytell, along with Michael Zontini of Foster and Freeman, and
12 Frank Romano were the people present on Thursday July 14, 2011.

13 168. Over the course of the day while I was present on Friday July 15, 2011 I was not allowed to
14 get close to the examinations in progress by the Facebook Defense experts. Counsel for Facebook, as
15 well as Facebook experts, made it clear that I was to stay on the far side of the room and only watch
16 from a great distance.

17 **Excessive processing of the Facebook Contract pages by defendants’ experts:**

18 169. I observed Facebook’s experts repeatedly exposing the Facebook Contract to UV light as
19 well as other light sources. Even though I was on the other side of the room, I could see the lights of
20 the VSC glowing from around the sides of the unit. I further noted that the documents were
21 repeatedly tested on the “ESDA” machine by Gus Lesnevich and his assistant Khody Detwiler.

22 170. The ESDA machine tests for the presence of latent handwriting impressions on documents⁵⁵.
23 In preparation to place documents on the ESDA machine, they are first humidified. I noted that the
24 ESDA machine was being used quite a lot over the course of the day. From what I observed, the
25 documents in question were being repeatedly humidified, then subjected to intense lighting.⁵⁶
26 Numerous cycles of light exposures and humidification for ESDA processing were repeated.

27 ⁵⁴ VSC stands for “Video Spectral Comparator” and is a document imaging system of Foster + Freeman Ltd.

28 ⁵⁵ My ESDA analysis was discussed previously herein in paragraphs 128. through 134.

⁵⁶ Review of the July 14th 2011 Video I noted that the VSC was used during the analysis and additionally that Tytell exposed the Facebook Contract to some very bright/intense lights in addition to the processing in the VSC machine.

1 171. I was so concerned about the excessive processing by Facebook experts that at one point I
2 asked Tytell, who was at the VSC machine, what settings he was using for his UV examinations as
3 there are three possible settings⁵⁷ on the VSC imaging system for UV examinations. My concern
4 was due to my personal experience with the virtually identical VSC imaging system that I use in my
5 own office (the VSC4Plus), where I have observed that even the most benign UV setting of 365
6 nanometers can still have damaging effects to documents if they are subjected too long to Ultra
7 Violet light.

8 172. My concern at that time rose to such a level that I commented to Plaintiff's Counsel.

9 173. Indeed, by the time I was finally allowed to examine the document pages after 5:00 pm on
10 July 15, 2011 I observed deterioration (fading/yellowing) of the Facebook Contract pages and I also
11 noted that the writing pen inks were virtually gone. That is, I observed only traces of writing pen
12 inks for the interlineation on page one and for the signatures and date entries on page two. The
13 extent of ink evaporation and deterioration on both pages of the Facebook Contract sheets was
14 extensive.

15 174. I took high resolution color scans of the Facebook Contract pages to archive a record of the
16 condition of the pages at the time that I received them for examinations. To be clear, my images
17 were taken after the Facebook experts had performed about eighteen hours of testing and analysis. I
18 come to that time estimate since I was advised that the examinations by Facebook Experts went from
19 around 9:00 am the previous day (Thursday July 14, 2011) until about 7:00 pm that same evening,
20 and then adding those ten hours to the eight hours of processing I observed as of Friday July 15,
21 2011 gave me the rough estimate of eighteen hours.

22 175. The images I took at 5:00 pm on July 15, 2011 are consistent with the fading/yellowing
23 appearance of the two-page Facebook Contract at the top of the image of documents revealed in the
24 July 25, 2011 video at 9:28:05. I have been informed that this image is when the documents were
25 unsealed for further investigation in Chicago after the Buffalo production. Note that now the
26 Facebook Contract is yellowed in comparison to the six page *Technical Specification* document,
27 whereas when the documents were first presented for inspection on Thursday morning on July 14,

28 ⁵⁷ The light emission setting for UV are 254 nanometers, 313 nanometers and 365 nanometers.

1 2011 in Buffalo, before the Facebook experts started their examinations, the Facebook Contract is
2 whiter than the *Technical Specification* document.

3 176. The imagery of the scans that I took show the discoloration now evident in the Facebook
4 Contract, and my imagery also shows the writing pen ink damage, the likely causation attributed to
5 extended exposure of the documents to UV and other light sources during the testing by Defense
6 experts as well as, and in conjunction with the other examinations, testing and imaging of the
7 Facebook Contract by the Defense experts.

8 177. I observed Defense experts repeating the same tests on the Facebook Contract repeatedly and
9 performing far more testing than was needed to make proper scientific determinations about the
10 authenticity of the document.

11 178. The VSC imaging system is typically used to analyze and compare writing pen inks and to
12 compare optical brighteners of papers and/or to check overt and covert security features on
13 document pages such as World currencies, Passports and other Identity documents. No such security
14 features were present on the Facebook Contract pages. Consequently only writing pen ink, machine
15 toner and paper UV responses could be tested which precludes the need for excessive processing.

16 **Contrary to the assertions by defendants' experts, excessive exposure**
17 **by various lights, heat & humidity, damages documents:**

18 179. Since mechanical printing and handwriting appeared on the faces (fronts) of each of the
19 document pages, it is likely that Facebook experts did not spend much time exposing the reverse
20 sides to the VSC lights or other lights they were using. The Video for July 14, 2011 and July 15,
21 2011 show the numerous times the document pages were exposed to very strong lighting sources by
22 the defense experts.

23 180. Since the front sides of the Facebook Contract pages are more deteriorated/"yellowed" than
24 the reverse sides, that supports a contention that overexposure and over processing by Facebook
25 experts contributed to the document pages now revealing a more deteriorated condition on their front
26 sides than on their reverse sides.

27 181. Over the course of my attendance at the document inspection I found the repeated
28 examinations of the questioned documents by the Facebook experts to be excessive, especially in
respect to UV and other lighting exposures and ESDA processing.

1 182. Even the least destructive setting of UV (365 nanometers) can still be damaging over
2 surprisingly short periods of time. Sometime after the document production in Buffalo, I performed
3 tests using my own VSC4 unit, the same Foster and Freeman machine used by defense experts on
4 July 14 and 15 2011 and supervised by Michael Zontini. Mr. Zontini confirmed to me at the Buffalo
5 production that the only difference between my VSC unit and the one being used by Tytell was that
6 my unit has additional manual button control features while the one used by Tytell did not.

7 183. For my test, I used just the least damaging of the three UV settings (365 nanometer long
8 wave UV light). EXHIBIT 35.1 hereto is an image showing a sheet of regular 20 pound office paper
9 that I placed inside my VSC4 unit with two wide strips of black heavy stock paper covering two
10 sections of the test page. Even this setting at only one hour gave the test document “tan lines” as can
11 be observed in the EXHIBIT 35.2 image which I photographed under long wave UV to help show
12 those “tan lines.” Note the three darker areas indicated by the three red arrows on EXHIBIT 35.2.
13 Those were the areas exposed to the lights over the one hour test period. Note further that the two
14 wide vertical areas in between the three red arrows are lighter, not unlike the “tabbed” areas of the
15 Facebook Contract addressed by defense experts. This exhibit demonstrates, and is evidence that,
16 UV can damage a document even over relatively short periods of time.

17 184. The manufacturer of these machines recognizes the potential danger of UV light exposure
18 since in the manual they provide with this machine it notes that the sides of the light box must be
19 closed all the way before the other, even more damaging UV settings of 254 nanometers and 313
20 nanometers will turn on. That is, the machine has a “lock out” feature to help prevent damage to
21 human skin while the document is being processed (EXHIBIT 36).⁵⁸ On page 4 of the manual,
22 under “Safety interlocks” it states that “The canopy flaps are electrically interlocked to prevent the
23 operation of potentially hazardous UV sources unless they are properly lowered.”

24 185. Additionally, on page viii of the VSC manual (EXHIBIT 36) it warns of heat exposure.
25 In addition to the UV lamps, there are other light sources inside the VSC systems and any of the
26 lamps/lights used in the VSC machines generate heat. With the side covers down, particularly over
27 time, a VSC unit can radiate a document if left in the unit for long periods of time even with
28 standard lighting.

⁵⁸ Foster and Freeman manual for the VSC4Plus, excerpt from page 4 attached hereto as EXHIBIT 36.

1 186. The book Suspect Documents Their Scientific Examination by Wilson R. Harrison is a
2 recognized primer and technical authority in the field of Forensic Document Examination.
3 Harrison's book gives the following warnings⁵⁹ regarding the dangers of over exposure of
4 documents to both UV and infrared lights:

5 "As ultra-violet light is highly actinic, the exposure of a document to a powerful source
6 should be restricted to the minimum, for the dyestuffs in some coloured inks and in many
7 typewriter ribbons are fugitive and may fade appreciably even during comparatively short
8 exposures. This fading may have serious consequences for there may be no known procedure
9 whereby the colour may be restored...Long continued exposure of the unprotected hands to a
10 powerful source of ultra-violet light will produce a painful skin reaction akin to sunburn, so
11 gloves should be worn **The deep yellowing of the cheaper grades of paper and the**
12 **rapid fading of coloured inks**, especially those used in typewriter ribbons, when they are
13 exposed to sunlight immediately spring to mind in this connection. Eventual deterioration is
14 experienced by the best qualities of paper and the majority of inks, only the process takes
longer"...

11 "In the course of laboratory examination, documents may have to be exposed to powerful
12 sources of ultra-violet light or infra-red radiation. It should be borne in mind that a short
13 exposure to a powerful source of ultra-violet radiation is likely to do far more harm than
14 months of exposure to ordinary daylight. Infra-red sources will cause a serious rise in the
temperature of a document unless suitable precautions are taken with respect to ventilation.
*It should be a matter of routine to mask as much of the document as possible and to use all
possible means to decrease the time of exposure.*"

15 Another study revealed that "Thus, every hour of UV irradiation accelerates the aging by
16 approximately 182 days."⁶⁰ Consequently, it should be clear that UV exposure and infrared
17 radiation can cause serious damage to both paper and inks on documents.

18 187. Hilton also offers a warning on page 351 of his book⁶¹,

19 "The very faded countersignature on a traveler's check had been written with green ball point
20 pen ink. Some writing inks are not *lightfast*, and even moderate exposure to strong light
causes serious fading."

21 188. Consequently, not only UV lights can cause damage to a document but "even moderate
22 exposure to strong light" can also cause "serious fading." It bears consideration in these discussions
23 about lighting that most types of lights have a potentially damaging UV component, and or, generate
24 heat that can also damage documents. That is to say that you don't have to use a lamp stamped "UV"

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26 ⁵⁹SUSPECT DOCUMENTS THEIR SCIENTIFIC EXAMINATION By Wilson R. Harrison, M.S.c., Ph.D. Sweet &
Maxwell Limited 1958. Pages 82, 89, 90, 458, 459

27 ⁶⁰ EVALUATION OF LASER DESORPTION MASS SPECTROMETRY AND UV ACCELERATED AGING OF
28 DYES ON PAPER AS TOOLS FOR THE EVALUATION OF A QUESTIONED DOCUMENT. By Donna M. Grim,
B.S., Jay Siegel, Ph.D., and John Allison, Ph.D. Journal of Forensic Science November 2002-Vol 47, Number 6, Pgs
1,2,3,5,6,7,8

⁶¹ Scientific Examination Of Questioned Documents Revised Ed. Orway Hilton CRC Press

1 to damage documents since many types of light bulbs project elements of UV and, or infrared
2 emission, which generate radiant levels of heat which is also inherently damaging. The very simple
3 and practical authority for this is each person's own experience. It is likely that everyone reading this
4 declaration has noticed in their offices, homes and garages, certain light covers, lens covers over
5 light bulbs or lamp shades that have yellowed and deteriorated over time. As a result, we go out to
6 the store and buy new light covers, lens covers or other lamp shades to make our light fixtures look
7 new again.

8 189. That such environmental conditions (to include heat) affect printed matter is clear as
9 recognized by yet another technical standard developed by the ASTM to test the ability of printed
10 matter to withstand color changes when exposed to different sources of light. ASTM Designation:
11 D3424-11 Standard Practice for Evaluating the Relative Lightfastness and Weatherability of Printed
12 Matter, states at Section 5.1:

13 "5.1 Since the ability of printed matter to withstand color changes is a function of the
14 spectral-power distribution of the light source to which it is exposed, it is important that
15 lightfastness be assessed under conditions appropriate to the end-use application."

16 "Lightfastness" is an industry term used to express how robust printed materials can be in
17 withstanding the deteriorating influences of various lights, high humidity and heat. This seven page
18 ASTM standard provides guidelines for setting up testing scenarios using different types of lighting
19 conditions to test the "Lightfastness" of printed materials. This ASTM standard also discusses the
20 importance of setting up controlled experiments using 40 percent relative humidity as a constant as
21 part of the test scenario.

22 190. Consequently, changes in humidity and changes in all types of light sources are recognized
23 as having detrimental influences on printed materials such as paper and writing inks. ASTM
24 Designation D3424-11 also acknowledges under Section 9.5 that heat and moisture affect test
25 samples. In regard to the preparation of file specimens for testing this guide also states:

26 "NOTE 4—... Even though shielded from radiation, some materials may undergo color
27 changes due to the heat or moisture present during the test."
28

1 191. Both Tytell and Lesnevich can be observed projecting very strong lighting onto the
2 documents. As an example see EXHIBIT 41 hereto which is a still image from the Video on July 14,
3 2011 at 16:47:02, where Tytell projected a strong light on the documents for extended periods of
4 time.

5 192. In spite of these clear warning statements by Hilton and Harrison in their books, and in light
6 of other warnings from the field, LaPorte's claim is disingenuous that⁶²:

7 "In addition, I am not aware of any reports that this type of standard laboratory equipment
8 resulted in severe degradation of paper or ink on a document during an examination."

9 This claim by LaPorte was made in the context of having read my previous declaration (Document
10 194 ¶ 20) wherein I quoted the warnings regarding light exposures by Harrison. Hilton also warns to
11 "Avoid Excessive Handling" (page 352 ⁶³) stating,

12 "Repeated handling of a document can actually wear it out. In this way a paper becomes
13 dirty, frayed, and stained." ... "Long before the document shows a marked deterioration,
14 microscopic changes have occurred that may influence or interfere with a technical
15 examination." ... "The time in which the deterioration occurs can be surprisingly short, and
16 one must be constantly on guard to prevent it."

17 Consequently, before penning his disingenuous statement in his report, there should be no dispute
18 that LaPorte had been well advised of the dangers of light exposures to writing inks and to papers
19 since even a casual reading of my first declaration by LaPorte should have pointed him to these very
20 scientific citations to review them for himself. While it is obvious that LaPorte read my previous
21 declaration (Document 194) since he provided criticisms of my opinions in his report (Document
22 326), on the other hand, he turned a blind eye to the actual authorities on point that I cited in that
23 very same declaration.

24 193. Lyter also disavows any knowledge of an authority on this point with his statement
25 (Document 328 Page 3),

26 "I am also unaware of any published scientific literature that purports to document visible
27 deterioration caused by the examination of questioned documents with ultraviolet light."

28 ⁶² Document 326 Pages 10-11.

⁶³ Hilton, Scientific Examination of Questioned Documents page 352.

1 Following in the footsteps of LaPorte, defendants' expert Lyter did not read the portion of my first
2 declaration (Document 194 ¶ 20) where I gave the warnings from the technical authorities in the
3 field such as:⁶⁴

4 "As ultra-violet light is highly actinic, the exposure of a document to a powerful source
5 should be restricted to the minimum, for the dyestuffs in some coloured inks and in many
6 typewriter ribbons are fugitive and may fade appreciably even during comparatively short
7 exposures. This fading may have serious consequences for there may be no known procedure
8 whereby the colour may be restored...Long continued exposure of the unprotected hands to a
9 powerful source of ultra-violet light will produce a painful skin reaction akin to sunburn, so
10 gloves should be worn **The deep yellowing of the cheaper grades of paper and the
11 rapid fading of coloured inks**, especially those used in typewriter ribbons, when they are
12 exposed to sunlight immediately spring to mind in this connection. Eventual deterioration is
13 experienced by the best qualities of paper and the majority of inks, only the process takes
14 longer"... (bold and underlining added)

15 "In the course of laboratory examination, documents may have to be exposed to powerful
16 sources of ultra-violet light or infra-red radiation. It should be borne in mind that a short
17 exposure to a powerful source of ultra-violet radiation is likely to do far more harm than
18 months of exposure to ordinary daylight. Infra-red sources will cause a serious rise in the
19 temperature of a document unless suitable precautions are taken with respect to ventilation. It
20 should be a matter of routine to mask as much of the document as possible and to use all
21 possible means to decrease the time of exposure."

22 194. Peter Tytell states in his report on page 4 (Document 330) that,

23 "The nature of my examination was non-destructive"... "I also used various light sources
24 for side-light illumination grazing the surface; hand-help ultraviolet lamps;"...

25 In spite of Tytell's claim that the light sources that he uses do not cause harm ("was non-
26 destructive"), he is observed on the Video at 18:10:22⁶⁵ wearing UV protective goggles (over his
27 regular glasses which likely already have UV protection) as he projects a very powerful intense light
28 on the documents (this Video image at 18:10:22 attached hereto as EXHIBIT 42⁶⁶). The male
attorney at the left side of this Video image can be seen shielding his eyes from the very strong light
that Tytell was using while the female attorney's eyes were exposed. Tytell's protective goggles can
be observed on the table (see red arrow on second page of EXHIBIT 42).

195. Since Tytell was so concerned about the possible damaging effects of the light that he

⁶⁴ SUSPECT DOCUMENTS THEIR SCIENTIFIC EXAMINATION By Wilson R. Harrison, M.S.c., Ph.D. Sweet & Maxwell Limited 1958. Pages 82, 89, 90, 458, 459.

⁶⁵ Video for Thursday July 14, 2011. See EXHIBIT 42.

⁶⁶ In the last picture of EXHIBIT 42 defense expert Gus Lesnevich can also be seen using a very strong light on the documents.

1 donned UV protective goggles himself, he should have also provided UV protective goggles to the
2 others in the room or at least warned them to leave the room, or else if they chose to stay, it would be
3 at the potential peril of their own vision.

4 196. In addition to the other lights projected onto the documents by Peter Tytell, he also took 165
5 flash photographs of the documents on Friday July 15, 2011.⁶⁷ In every instance, Tytell's flash was
6 positioned very close to the documents. EXHIBIT 44 hereto is a still image from the document
7 production of just one of the 165 observed flashes.⁶⁸

8 197. Tytell claims that "The nature of my examination was non-destructive". Tytell makes this
9 claim in spite of such warnings as published in a Press Release on January 26, 2010 by the National
10 Archives titled, "National Archives Announces New Ban on Photography" (copy attached hereto as
11 EXHIBIT 43). This Press release warns:

12 "The primary impetus for the new regulation was concern that the Charters of Freedom (the
13 Declaration, the Constitution and the Bill of Rights) and other original documents on display
14 in the National Archives Experience were at risk from exposure to flash photography."

14 and,

15 "The original documents displayed in the National Archives Experience are fragile and
16 subject to fading from light."

16 finally,

17 "After close examination of the policy and consultation with National Archives preservation
18 experts, the Archives determined that barring photography in the exhibition areas would help
19 protect our nation's heritage for future generations."

19 198. To shed a little more light on the subject, Mr. Carl Grimm, who was (now retired) the head
20 conservator for the De Young Museum in San Francisco, gave warnings about flash photography
21 causing deterioration. Mr. Grimm reported:

22 "In general, a 10-degree F increase in temperature doubles the speed of chemical reactions,
23 so any increase in heat--even brief--speeds up deterioration. Heat is produced just beyond the
24 red end of the visible light spectrum in the invisible, longer wavelengths known as infrared.
25 The short, high-energy wavelengths of visible light at the other (blue) end of the spectrum,
26 and especially the invisible ultraviolet radiation that is just beyond visible light, are very
effective at breaking chemical bonds, which also produces deterioration. You can see this
effect very quickly in newsprint that has been lying in the sun--it begins to turn yellow and

27 ⁶⁷ Although Tytell spent the full previous day processing the documents, I did not count how many pictures he took on
Thursday July 14, 2011.

28 ⁶⁸ I can be seen at the right in this EXHIBIT 44 image. My glasses have UV protection, nevertheless, I was not a happy
recipient of Tytell's excessive flash photography.

1 brittle, eventually turning to dust. Flash photography produces a burst of light that contains
2 both long and short wavelength radiation that injures the artwork. That's why we request that
3 photography be done using existing light (underlining added).

4 In reference to what type of chemical reaction occurs when an artwork deteriorates; and in reference
5 to an example of a watercolor piece of art, Mr. Grimm stated:

6 “Light hitting the paper--and there's often very much exposed paper in a watercolor--causes
7 breakage in the paper fibers. These fibers are made up of cellulose, in the form of long chains
8 of cellulose molecules. High energy radiation, such as ultraviolet light, causes a long chain of
9 cellulose to break into two parts. At the point of breakage there is produced a molecule of
10 sulfuric acid, which in turn can react with other cellulose to cause another break, and so on,
11 in a chain reaction. As the cellulose breaks into smaller and smaller particles, the paper
12 becomes yellow-brown and brittle; often it smells sour (from the acids) and can be powdered
13 into dust with your fingertips when the deterioration is advanced. Light also can cause fading
14 in the colors. Pigments come from many different sources, and some are not completely light
15 stable--that is, they change their chemical structure with the absorption of high energy light
16 into chemical structures that are not colored or are of a different color.”

17 199. In summary on this point, Tytell took 165 flash photographs of the Facebook documents; he
18 had the documents in the VSC machine for many hours on end, he also used several other light
19 sources as can be observed from review of his two days of processing of the Facebook Contract
20 pages.

21 200. Consequently, specific UV and other lighting exposures do cause damage as demonstrated by
22 Tytell's use of UV protective goggles, and as demonstrated by the Foster and Freeman operation
23 manual for the equipment he was using, and has been demonstrated from the technical authorities in
24 the field, as referenced by the Press Release by the National Archives and other public admonitions,
25 and as have also been demonstrated by my test sample using the very same Foster and Freeman
26 imaging equipment used by Tytell during the document production in Buffalo New York .

27 In addition to these influences of light and heat was the influence of repeated humidification
28 of the Facebook Contract pages due to humidification as part of the ESDA processing, followed by
additional exposures to light and heat. Defendants' experts did not take into consideration the
debilitating effects of higher water content in the document as the result of excessive humidification
by repeating the ESDA processing of the document pages along with the high summer humidity in
Buffalo New York on the days of processing, July 14 and July 15, 2011. EXHIBIT 49, hereto, are
data sheets showing that humidity for those two days. On July 14, 2011 the humidity was high at

1 86% followed by the low for the day at 33%, and on July 15, 2011 the high for the humidity was
2 72% followed by the low of 32%. These highs fluxuated with significant drops in the relatively
3 humidity which all contribute to the environmental conditions which should have been considered
4 by the defendants' experts during the examinations on those two days (as well as the following
5 examination days).

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12 page break to accommodate imagery on next page

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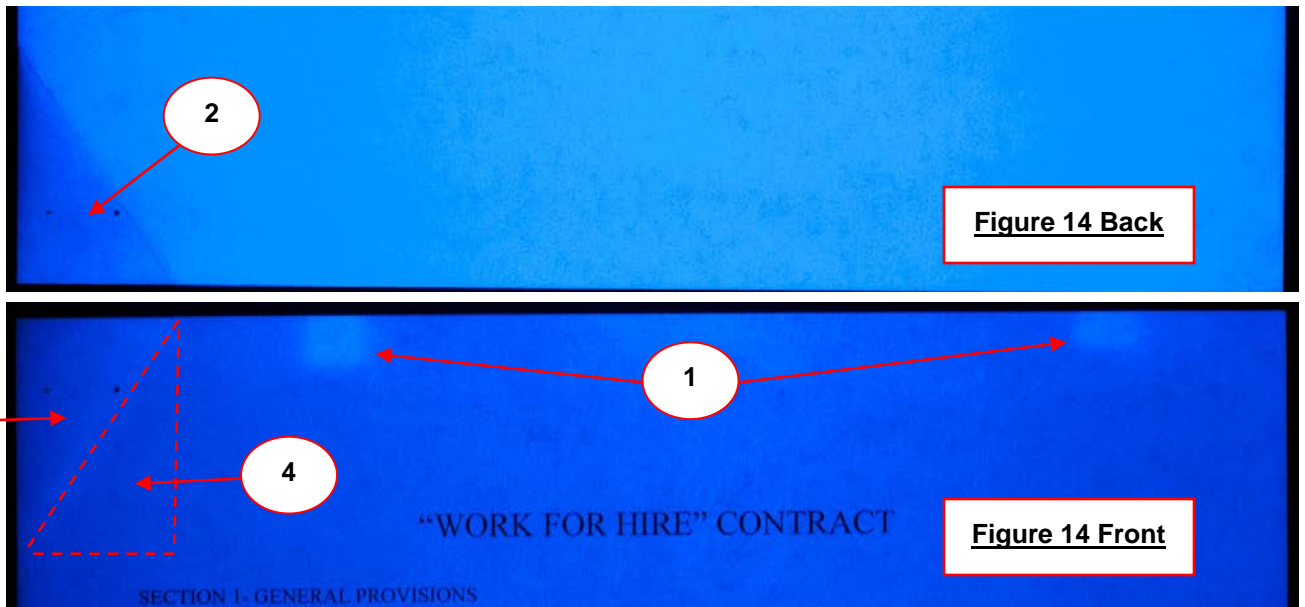
What are those “void” or “tab” marks at the tops of the Facebook Contract pages?:

201. At the tops of page 1 and page 2 of the Facebook Contract pages are marks described by Tytell as (Document 330 Page 7-8):

“anomalous brightly fluorescing areas (‘tabs’) were all roughly rectangular in shape, although no two were exactly the same size; furthermore, the two tabs on each page were not evenly placed relative to the center or edges of the paper, and the tabs were in different locations on the two different pages. Under normal ambient lighting these tab areas were observed to be as white at the reverse of the page, in contrast to the yellowish cast of the rest of the front.”

I have cropped Defense expert Tytell’s Figures 10 and 11 (from page 9 of his Document 330 report) and have copied them below as “Figure 14 Front” and “Figure 14 Back”. *Figure 14 Front* below is Tytell’s ultraviolet image of the front side of page 1 of the Facebook Contract/”WORK FOR HIRE” CONTRACT.

Figure 14 Back below is Tytell’s ultraviolet image of the back side of the same page 1 of the Facebook Contract although it is positioned upside down so that the dog-ear paper fold at the upper left corner from the front side and the dog-ear on the back of the document can be seen next to each other. These images are best viewed in color rather than as black and white images.



202. The general look of the front side of the document is darker with the exception of the brighter areas in the two locations at the top indicated by arrows number 1. While the general look of the reverse side of the document is brighter overall, there is the darker triangle dog-ear indicated by arrow number 2 at the left of *Figure 14 Back*.

1 **Tytell's, Lyter's and LaPorte's clip, clothespin, spring binders, clasp-like items theory:**

2 203. This theory by defendant's experts promotes the concept that the front sides of page 1 and
3 page 2 of the Facebook Contract were suspended with clips or clothespins apparently to deliberately
4 create damage to the document. Tytell explains that his (Document 330 pages 9-10):

5 "best explanation that accounts for these observations is that the tabs are from clips
6 (such as clothespins) that suspended the pages when they were exposed to abnormally
7 extreme environmental conditions that discolored (yellowed) the paper not covered by
8 the clips and faded the ink."

9 204. This, in Tytell's view, explains the lighter areas at the front top of page 1 indicated by arrows
10 number 1. That is, the brighter areas (arrows 1) at the top of the front sides of the documents were, in
11 his theory, the results of clips or clothespins suspending the documents as they were exposed to
12 some type of "abnormally extreme environmental conditions", although Tytell does not tell us what
13 these "abnormally extreme environmental conditions" were, but I address this further later in this
14 declaration. The reason the lighter "tabbed" areas are there, in Tytell's theory, is because the alleged
15 clips/clothespins covered and thereby protected the paper in those areas from the damaging
16 exposure. Lyter refers to these areas as (Document 328 Page 5)

17 "Unusually, the front of each page also contained two small square areas in both the right and
18 left upper portions of the pages that exhibited brighter fluorescence, comparable to the
19 fluorescence of the back of the document."

20 And Lyter goes on to agree with Tytell that⁶⁹,

21 "These square areas were about the size of a small clip or the tip of a clothespin."

22 Lyter further remarks that the possible source of "deterioration" could have been,

23 "(e.g., sunlight, heat, or chemical)"⁷⁰.

24 LaPorte's statement is that⁷¹

25 "Although the exact item cannot be identified, a clothespin or clasp-like item attached to a
26 document during prolonged exposure to sunlight or another intense energy source would
27 create the same characteristics as those noted on the Work for Hire document."

28 205. However, this theory offered by Tytell, Lyter and LaPorte does not explain why the dog-ear
from the back side of the document (arrow #2, Figure 14 back) is dull/darker, while the front side of

69 Document 328 Page 5

70 Document 328 Page 5

71 Document 326 Page 13

1 the same area indicated by arrow 3 also has a darker look. The discrepancy is that if the whole of the
2 front side of page one had been exposed to a damaging source so that the entire page would appear
3 the same tone to include the front of the open dog-ear, then the back side of the dog-ear (arrow 2)
4 should not be dark as well but should be consistently brighter along with the rest of the back of the
5 page. But if the dog-ear had been folded over forward, (according to defendants supposed exposure
6 theory), then the folded dog-ear would be as exposed as the rest of the front side of page 1, however,
7 the folded dog-ear would have protected the underlying covered area on the front side (arrow 4
8 inside the dashed red triangle) which would then show a triangle of brightness on the face of page 1
9 similar to the areas indicated by arrows 1 after the folded dog-ear had been opened back up.

10 However, the actual evidence does not support the defendants' experts *clip, clothespin, spring*
11 *binders, clasp-like items* theory.

12 206. That is to say, that the presence of the darkened dog-eared triangle appearing on the back
13 side of the page (arrow 2) should either be brighter to match the rest of the entire backside of page 1,
14 or in the alternative, if the dog-ear had been folded forward, then it would have protected the front of
15 the page from exposure (inside the number 4 triangle) which would then had yielded a brighter
16 appearance when the dog-ear had been opened back up revealing a brighter look to both the open
17 triangle dog-ear and also a brighter look to the area that would had been protected (all of the areas
18 indicated by both arrows number 3 and 4). However, that is not what defendants (nor plaintiffs)
19 imagery shows.

20 207. In other words, why are both the front and back sides of the page 1 dog-ear darker?
21 Defendants theory is not consistent with their own evidence and in conjunction with their additional
22 theories on this matter, should be dismissed as contradictory and inconsistent with the evidence.

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26 page break to accommodate imagery on next page

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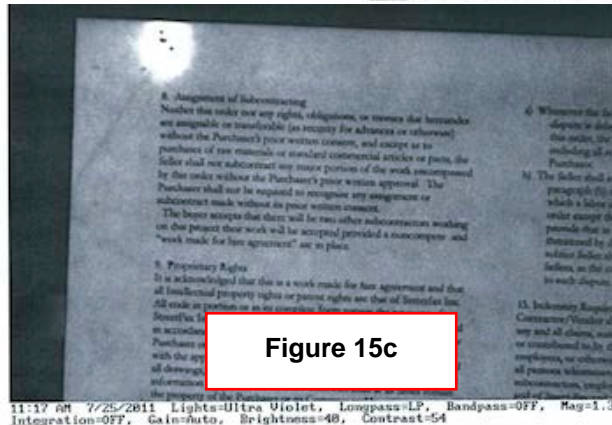
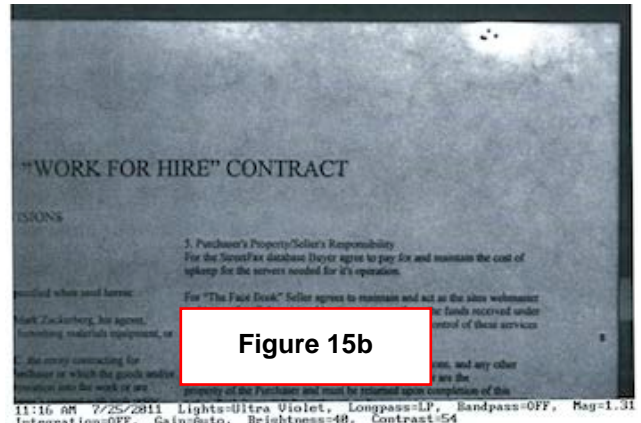
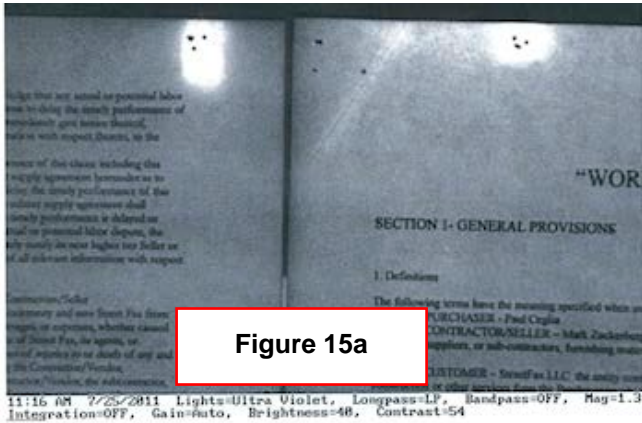
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Other Inconsistencies with the Tytell, Lyter, LaPorte clip, clothespin, spring binders & clasp-like items theory:

208. The brighter “tabbed” areas, by Tytell’s own admission, are not consistent in their shapes (Document 330 Page 7):

“These anomalous brightly fluorescing areas (‘tabs’) were all roughly rectangular in shape, although no two were exactly the same size”

Indeed, plaintiff’s imagery reveals these inconsistent shapes:



209. Figures 15 a, b and c were taken using a Foster and Freeman VSC 2000 (images taken by Stewart) . These images are also ultraviolet images but rendered in black and white rather than in color. The lighter areas at the tops of the pages are more rounded overall than angular, as would be expected had clamps or clothespins been used. Note also that the sizes and shapes are different between them. If clips or clothespins were used, then there would be an expectation of defined squared edges rather than the sloppy non-defined edges of white voided areas which are what actually appear on the paper.

210. Defendants’ experts have offered their theories and have virtually accepted them as true for lack of other possible explanations. Indeed, other explanations for the cause of the “tab” marks were

1 not considered by the defendants' experts. For example, these brighter "tab" areas also fit a profile of
2 marks created by some type of paper weight(s) having been used in these areas, having been moved
3 around as the document was repositioned for analysis. Another explanation is that since these "tab"
4 marks are in the shape of fingerprints rather than clips or clothespins, these brighter areas are the
5 result of finger or thumb imprints that had lotion (or other chemicals or substances) on the hand, the
6 result of gloved or ungloved hands touching the face/exposed arms then inadvertently leaving a
7 protective coating on the document pages thus protecting those areas from exposure. That is, either
8 gloved or ungloved fingers, having touched/rubbed the skin thus being contaminated with a cream or
9 suntan lotion (the examinations were performed in the summer, July 14 and July 15 2011) after
10 which those contaminated fingers transferred a substance onto the documents thus creating a
11 protective barrier against light, heat and humidity exposures. This would be akin to how suntan
12 lotion protects the skin from a sunburn.

13 211. These lighter "tab" marks cited by Tytell, Lyter and LaPorte could have been caused by any
14 number of items used as paper weights to hold the documents in position while being examined
15 under the VSC equipment. Inasmuch as Plaintiff's experts were deliberately kept far away from the
16 area where the VSC was in use, it could not be determined by Plaintiff's experts what paper weights
17 were being used by the defense experts. For this reason, defense experts need to be deposed and the
18 Foster and Freeman technician, Michael Zontini ⁷² also needs to be deposed so that Plaintiff's
19 experts can discover the representations of defendants' experts as to what paper weights were being
20 used by them during the examinations of the Facebook Contract document pages.

21 212. Apparently, defense experts did not consider these alternate possibilities that better fit the
22 profile of the imagery than defendants *clip, clothespin, spring binders & clasp-like items theory*.
23 On the basis of the present evidence, neither defense nor plaintiff's experts can say dispositively the
24 cause of the marks ("tabs") or the divot/impression marks in the paper.

25
26 ⁷² Michal Zontini, is listed on the Foster and Freeman Website as having the position of an "Applications Engineer."
27 Although not a trained forensic document examiner, he was present during much of the examinations by Peter Tytell
28 when he was using the Foster and Freeman VSC equipment. Michael Zontini was giving Peter Tytell instructions on the
use of the VSC machine and was directing portions of the analysis even though he himself, according to my
understanding, is not a trained Forensic Document Expert. The scene was reminiscent of a training exercise for Peter
Tytell at the expense of the Facebook Contract documents.

1 213. Based upon the present evidence, it is more probable that the origin of the “void” or “tab”
2 areas at the top of the two pages of the Facebook Contract were caused by the collective
3 examinations of the defendants’ experts.

4 **Lack of alleged corresponding impression marks in support of the**
5 **Tytell, Lyter & LaPorte’s clip, clothespin, spring binders, clasp-like items theory:**

6 214. On page 8 of Tytell’s report (Document 330) he claimed that:

7 “Examination with side lighting under the stereoscopic microscope revealed an indentation
8 or embossed deformation of the paper in these tab areas.”

9 Lyter states that (Document 328 page 5),

10 “I observed indentations in the surface of the paper around the smaller areas of brighter
11 fluorescence at the top of each page of the ‘Work for Hire’ document. The size and shape of
12 those indentations are similar to those formed when a sheet of paper is clamped with a clip or
13 spring binder. I did not observe those indentations anywhere else on the edge of either page
14 of the ‘Work for Hire’ document or of the ‘Specifications’ document.”

15 215. However, the very faint impression marks cited by Tytell and by Lyter do not correspond to
16 the shape of the reported “tabs.” The EXHIBIT 37 attachment, hereto, is a page I prepared
17 demonstrating that there are buckles, gouges and divots in many places on the Facebook Contract.
18 My image adjustments account for the golden appearance of the EXHIBIT 37 example. I cropped
19 the upper portion of page 1 of the Facebook Contract document and adjusted the levels to show the
20 lighter areas at the tops of the page (which are in red boxes) while at the same time showing
21 numerous “indentation or embossed” areas all over the page indicated by the red arrows (this exhibit
22 should be viewed in color rather than black and white to best see the details of the imagery).

23 216. The dashed arrows number 1 and 2 point to the very faint impressions inside the red boxes
24 just below the lighter “tab” areas. Note that these divots do not correspond to the whole width or
25 shape of the lighter areas but are more the shape of crescent moons observed in many other places on
26 the document as indicated by the solid red arrows.

27 217. Rather than being indicators of clips, clothespins, spring binders or clasp-like items, these
28 faint marks appear like fingernail or thumbnail impressions which likely account for the other

1 crescent moon shapes noted elsewhere on the page. EXHIBIT 37 hereto reveals that Lyter's
2 statement is incorrect⁷³:

3 "I did not observe those indentations anywhere else on the edge of either page of the 'Work
4 for Hire' document..."

5 That is to say, if it is correct that Lyter himself did not observe them, clearly numerous additional
6 marks are present on the document.

7 218. Even a casual review of the attached EXHIBIT 37 page reveals the presence of similar
8 markings in many other places on the page. It is remarkable that Lyter would observe the more faint
9 partial marks in the presence of the "tab" but then would not observe the other more prominent
10 marks elsewhere on the same page.

11 219. There is yet another probable reason to account for many of the divot/gouge marks depicted
12 on EXHIBIT 37. On July 14, 2011 the Video shows (13:55:19 through 13:56:20) Peter Tytell taking
13 many micrometer readings. The measuring device he used was a very large micrometer such as are
14 used in industrial machine shops. The video shows Tytell taking many readings all over the paper.
15 Smaller, more delicate micrometers are much more fitting to measure paper thickness. Such larger
16 micrometers, as used by Tytell, are more difficult to control as far as keeping the measuring pads of
17 the device evenly applied to the paper. The large micrometer used by Tytell is a more probable
18 explanation for the presence of many of the divot/gouge marks appearing on the Facebook Contract
19 pages.

20 220. Neither Lyter, LaPorte nor Lesnevich were present on July 14, 2011 during Tytell's
21 examinations. Consequently, they did not observe Peter Tytell using the unusually large micrometer
22 and unless the other defense experts watched the Video of Tytell's July 14, 2011 examinations, they
23 are still unaware that Tytell used the oversized micrometer device. As a result, the other defense
24 experts did not take into consideration that Tytell himself likely caused many of the markings on the
25 paper upon which, at least Lyter, has offered opinions in his report.

26 221. Rather than jumping to a conclusion as Lyter did (Document 328 Page 6) that,

27 "The presence of these brighter areas of fluorescence supports my ultimate conclusion that
28 this exposure was intentional" (underline added)

⁷³ Document 328 Page 5, last Paragraph.

1 and his conclusion statement at Page 9,

2 “The ‘Work for Hire’ document was intentionally exposed to excessive environmental
3 conditions, probably sunlight for an extended period of time,”...

4 defense experts have apparently not even considered the other probable causes in their analysis of
5 the “tabbed” areas and the “indentation or embossed” features.

6 222. Further, Lyter’s support for his opinion is a non sequitur since it is based in part on his 1. a.
7 reference (Document 328 Page 9 under IV. CONCLUSION) that:

8 ...“coupled with Plaintiff’s demonstratively incorrect assertion that Defendants’ experts
9 discolored the paper “Work for Hire’ document, are evidence that the treatment to which the
‘Work for Hire’ document was subjected was intentional.”

10 Plaintiff’s assertions about the evidence have no causation in actually changing the evidence.

11 Perhaps Lyter meant something else but his opinion as stated under 1. a. is confusing, vague,
12 unintelligible and a non sequitur.

13 **Defense experts gave opinions on “intent” when such opinions by experts are**
14 **expressly discouraged in the professional literature and forbidden by legal precedence:**

15 223. Five times in his report⁷⁴ Lyter makes statements that the damage to the document was
16 “intentional.” Likewise, four times in his report⁷⁵, LaPorte makes statements that the damage to the
17 document was “intentional” or “deliberate.” For example, in his report, LaPorte states that⁷⁶

18 “the Work for Hire document was deliberately exposed to sunlight or another intense energy
19 source for a prolonged period. This intentional exposure occurred”... (underlines added)

20 Contrary to Lyter’s and LaPorte’s statements, it is considered inappropriate for an expert to express
21 an opinion concerning *intention*. On page 76 of the Scientific Examination of Questioned
Documents⁷⁷, the author states,

22 “The intent of the writer and his ability to understand (i.e., capacity) are determined by the
23 trier of fact—a judge or jury—based on testimony from witnesses other than the document
24 examiner”...

and again on the next page (page 77),

25 “It is not within the purview of the document examiner to determine intent.”

26 _____
27 ⁷⁴ Document 328 at pages 4, 6, 9, 10 (two times).

⁷⁵ Document 326 at pages 3 and 24 (two times on each page).

28 ⁷⁶ Document 326 Executive Summary Item 3, pages 3-4

⁷⁷ Second Edition by Kelly and Lindblom.

1 The Scientific Examination of Questioned Documents is a standard primer in the field and
2 undoubtedly well known to both Lyter and LaPorte.

3 224. Additionally, Federal Case law is on point such as in U.S. v Hanna (9th Cir 2002) 293 F.3d
4 1080⁷⁸ where expert testimony was erroneously admitted regarding the *intent* of the defendant. This
5 case involved Secret Service Agents testifying as experts as to the intent of the defendant handing
6 out threatening literature against President Clinton. The “intent” was left up to the trier of fact
7 (LaPorte was also formerly employed as an expert witness by the Secret Service at the time of the
8 above cited case).

9 225. Clearly Lyter and LaPorte have both violated the technical authorities in the field with their
10 opinion statements on “intent” and “deliberate.” Their representations as to “intent” or “deliberate”
11 are clearly not permissible, are inflammatory and represent bias against the plaintiff in favor of their
12 client, the defendants.

13 **Extreme and unusual environmental storage conditions of the Facebook Contract**
14 **pages as documented by the certified Wellsville weather data:**

15 226. Defense experts have not considered the effects of unusual environmental storage conditions
16 upon the Facebook Contract pages. I had previously been informed, and I have subsequently
17 reviewed the declaration⁷⁹ of Plaintiff Paul Ceglia, in which he advises that during the Winters of
18 2003 through 2008 he closed down his house in Wellsville New York. He states in his declaration
19 that he “shut off the electricity” (¶ 7.) and left his home from four to six months per season over the
20 Winter months of 2003-2004, 2004-2005, 2005-2006, 2006-2007 and 2007-2008. He further
21 declares that his efforts to winterize his home in anticipation of the “freezing and subfreezing
22 temperatures” (¶ 8.) during his long periods away would include, “draining the water lines and pipes
23 to prevent ruptures from frozen water” (¶ 12). Mr. Ceglia notes that “Almost every year that effort
24 was still unsuccessful and I would regularly have to replace lengths of copper piping each spring
25 from ruptures caused by frozen pipes” (¶ 13.). Finally, Mr. Ceglia states, “I did not heat my home

78 Also see Re: expert witness testimony on “intent”- Smith v. Wyeth-Ayerst Laboratories Co. (W.D.N.C. 2003) 278 F.Supp.2d 684, 700; Figueroa v. Boston Scientific Corp., (S.D.N.Y. 2003) 2003 WL 21488012 at 4; In Re Diet Drugs Product Liability Litigation, (E.D. Pa. 2001) 2001 WL 454586 at 2; In Re Diet Drugs Products Liability Litigation, (E.D. Pa. 2000) 2000 WL 876900 at 9; In Re Rezulin Products Liability Litigation, (S.D.N.Y. 2004) 209 F.Supp.2d 531, Id. 546-547; In Re Trasylol Products Liability Litigation, (S.D. Fla. 2010) 709 F. Supp.2d 1323, 1347; Lopez v. I-Flow Inc., C.A. No. 08-1063, slip opinion at 19-20, 2011 WL

79 Declaration of Paul Ceglia dated June 2, 2012.

1 while absent at the times listed above” (§ 14.). While Paul Ceglia was away, the Facebook Contract
2 hibernated in a wooden “Hope Chest” on the North wall of his spare room.

3 227. To assist in my understanding of the storage conditions, I have reviewed every page of the
4 weather reports of the Wellsville Municipal Airport for the dates April 1, 2003 through June 30,
5 2010. These reports provide a very accurate record of the high and low daily temperatures at Paul
6 Ceglia’s Wellsville home over these seven years. In support of this assertion I offer the following.

7 228. As a practicing instrument rated pilot I maintain, through various subscription services,
8 current FAA charts of all of the airports of the Americas. I have checked the official FAA
9 Aeronautical charts and have determined that the elevation of the Wellsville Tarantine airport
10 (KELZ) is 2,124 feet. I have also researched the elevation of Paul Ceglia’s home and have
11 determined that it is 2,100 feet (give or take 100 feet). I have also learned that the Wellsville
12 Tarantine airport is approximately 4.3 miles from Paul Ceglia’s Wellsville home. Consequently,
13 Paul Ceglia’s Wellsville home is very close to the Wellsville airport and is well within 100 feet of
14 elevation as the Wellsville Terantine airport. Given that under normal atmospheric conditions the
15 average atmospheric adiabatic lapse rate results in a temperature change of 3.5°F (1.98°C) per 1,000
16 feet increase of higher altitude, it stands to reason that the official weather report of the Wellsville
17 Tarantine airport provides a reliable baseline to determine the temperatures at Paul Ceglia’s home
18 over the time periods of interest within only a few degrees of error.

19 229. I have attached hereto, as EXHIBIT 38, the certified weather reports of the highs and lows of
20 the temperatures of the Wellsville Terantine Airport, every day, for April 1, 2003 through June 30,
21 2010.⁸⁰ Even a casual review of these attached records reveals long periods of persistent subzero
22 temperatures over the Winter months. Given the testimony by Paul Ceglia of how his house was
23 “shut down” over long periods over the Winters during persistent freezing temperatures, it is clear
24 that the Facebook Contract pages had undergone long periods of environmental freezing
25 temperatures followed by summer months of higher temperatures and associated higher humidity,
26 particularly over the time periods in the spring and summer months where higher levels of
27 precipitation occurred in conjunction with the higher temperatures. Clearly, the Facebook Contract

28 ⁸⁰ **Station Name:** WELLSVILLE MUNICIPAL AIRPORT **Station Id:** GHCND:USW00054757 **State:** New York
County: Allegany County, NY.

1 pages had unwittingly endured extreme variations in temperatures and changes in humidity over the
2 years.

3 230. In the basic primer of the field of Forensic Document Examination, Scientific Examination
4 Of Questioned Documents by Ordway Hilton, the author informs us at pages 351-352:

5 “Very moist or humid atmosphere, excessive heat, and strong light accelerate the normal
6 effects of aging, bringing about changes in a relatively short time. Under these conditions it
7 is entirely possible that even though there is no apparent effect from exposure to moisture,
8 heat, or light, the document has undergone microscopic changes.”

9 Although the author of this book, Ordway Hilton, did not apparently anticipate actual freezing
10 conditions, it stands to reason that any document going through extended cycles of freezing followed
11 by high temperatures and higher humidity would suffer some ill effects.

12 231. It is doubtful that any of the defense experts have given any consideration whatsoever to
13 these drastic changes in the documents’ environmental storage conditions over the years nor have
14 defendants’ experts considered what effects those storage conditions had on their testing results.

15 It is further unlikely that the defense experts have consulted any scientific literature on the effects of
16 drastic changes in storage conditions of documents now being tested for ink and paper analysis. It is
17 also doubtful that the defense experts have considered whether or not any of the anomalies⁸¹ they
18 have observed had any contributing causation from these unusual storage conditions; and it is further
19 doubtful that defense experts can offer any scientific authorities on point in defense of their opinions
20 that these unusual storage conditions would have had no effects on their findings and opinions which
21 they have already offered in their March 2012 filed expert reports and declarations.

22 I have been advised by counsel that none of the defendants' experts expressed any interest in
23 knowing the storage conditions of the document. I was further advised that defense counsel rejected
24 an apparent offer by the court to depose Paul Ceglia on issues such as these. No qualified forensic
25 document examiner reaches such conclusions (such as those offered by defendants’ experts on this
26 point) without at least attempting to learn the storage conditions of the documents in question.

27 Thus, defendants’ experts were remiss in not requesting, and subsequently considering,
28 information regarding the environmental storage conditions of the Facebook Contract documents.

81 Page 13 Document 330 Tytell report under VI. Conclusions (2) “examination of the Work for Hire document, which revealed anomalous features.”

1 **Findings and Opinion Summary:**

2 232. General opinion Statement:

3 The original Facebook Contract (“Work For Hire” Contract) examined by all of the
4 document experts is an authentic, unaltered document. The sum of the evidence reveals that page 1
5 of the Facebook Contract was originally executed together with page 2 as a companion document.
6 Based on the detailed forensic analysis of this two-page document, there is no justification or support
7 for the defendant’s theory of a page 1 substitution, forgery or fraud. The sum of the evidence shows
8 that page 1 was not a later inserted page to the original two-page document set.

9 233. The following additional opinions are in support of this general opinion statement:

- 10 1) The “Mark Zuckerberg” signature on page 2 of the Facebook Contract was written
11 by Mark Zuckerberg.
- 12 2) The “Mark Zuckerberg” signature on page 2 of the Facebook Contract was not
13 written by Paul Ceglia.
- 14 3) The “MZ” initials on page 1 of the Facebook Contract were written by Mark
15 Zuckerberg.
- 16 4) The “MZ” initials on page 1 of the Facebook Contract were not written by
17 Paul Ceglia.
- 18 5) Paul Ceglia wrote the hand printed interlineation on page 1 of the Facebook Contract.
- 19 6) Mark Zuckerberg did not write the hand printed interlineation on page 1 of the
20 Facebook Contract.
- 21 7) There is no forensic basis, in practice or from the literature in the field, that supports
22 the novel “two physical documents” theory by defendants’ expert Gus Lesnevich.
23 This theory at its root, does not make logical sense as no explanation has been offered
24 as to why a person would craft “two physical documents” that contain the same
25 precise typewritten and handwritten information with absolutely no changes in any
26 terms or conditions. Nor has an explanation been offered as to why, even if this had
27 occurred, it would constitute a fraud.

28 — (continued)—

- 1 8) The staple holes and secondary staple hole impressions/detent marks of page 1
2 of the Facebook Contract match the staple holes and secondary staple hole
3 impressions/detent marks of page 2 of the Facebook Contract. That is, the staple holes
4 on both pages align demonstrating that these two pages of the Facebook Contract
5 have only been stapled one time wherein they were actually stapled together.
- 6 9) On this regard, the evidence does not support any theory that page 1 was attached to
7 page 2 by hand using a staple (that is, not using an actual stapler but connecting the
8 two pages together with a staple by hand).
- 9 10) The impression from the hand printed interlineation from page 1 of the Facebook
10 Contract was discovered on page 2 of the Facebook Contract demonstrating that
11 page 1 was over the top of page 2 of the Facebook Contract when the hand printed
12 interlineation was written on page 1 of the Facebook Contract.
- 13 11) When the staple holes and detent marks of page 1 of the Facebook Contract are
14 positioned directly over the staple holes and detent marks of page 2 of the Facebook
15 Contract, the position of the visible hand printed interlineation from page 1 also lines
16 up over the same position on page 2 where the indented impression was discovered.
- 17 12) Both sheets of paper of page 1 and page 2 of the Facebook Contract pages measured
18 at 0.11 mm and visual inspection revealed that the opacity and cockling features of
19 both pages were the same. The report of Mr. Rantanen that “The fiber content of the
20 two vials is consistent with coming from the same mill and production run” confirms
21 my paper thickness measurements and visual findings that the two sheets of paper are
22 the same.
- 23 13) The front sides of page 1 and page 2 of the Facebook Contract were
24 deteriorated/ “yellowed”, the probable cause having been the result of defendants’
25 experts excessive document processing and mishandling of the documents. Their
26 denials in their reports on these issues demonstrate their unwillingness to
27 acknowledge the danger of damaging documents due to excessive exposures to
28 various lighting sources, humidity and heat. In tandem with their mishandling of the

1 important case documents was their apparent lack of interest to gain information
2 about the unusual environmental storage conditions that were part of the documents
3 history (see pages 173, 176, 177 herein). As such, inquiries of “provenance”
4 information is important to art collectors, it should equally be important to the
5 Forensic Document Examiner.

6 14) With regard to this deterioration, there are two lighter areas at the tops of each of the
7 front sides of the contract pages, the origin of which cannot be definitively
8 determined; however the patterns more accurately fit the profile of the shapes of
9 fingers which transferred suntan lotion, oil or other products or substances off of the
10 fingers (whether gloved or not) onto the documents, offering those void/“tab” areas of
11 the documents protection while the document pages were being processed by
12 defendants’ experts.

13 Consequently,

14 15) Defendants’ experts *clip, clothespin, spring binders & clasp-like items* theory does
15 not explain the lighter areas at the top pages as alleged. The sizes and shapes of these
16 “tab” areas are admittedly different. Further, the edges are not squared, therefore, this
17 theory by defendants’ experts does not explain the evidence. Neither did defendants’
18 experts consider alternate possibilities that better fit the profile of the “tab” imagery.
19 Based upon the present evidence, it is more probable that the origin of the “void” or
20 “tab” areas at the top of the two pages of the Facebook Contract were caused by the
21 collective examinations of defendants’ experts.

22 16) The divot and gouge marks and buckles in the paper of the Facebook Contract do not
23 fit the explanations offered by defendants’ experts. These marks are better explained
24 as having been created by fingernail gouge marks in the paper and the result of
25 aggressive handling and movement of the Facebook Contract pages during
26 examinations by defendants’ experts.

27 17) The font (typestyle) of page 1 of the Facebook Contract is obviously different than
28 the font of page 2 of the Facebook Contract. However the different fonts are

1 indicative of laypersons creating a contract, which on its own, does not provide
2 indicia of a forged document.

- 3 18) Regarding any question about the use of the same or different writing instruments for
4 the entries on page 1 and page 2 of the two Facebook Contract pages, since in
5 everyday commerce it is customary that two parties to a contract would sign and write
6 on a document with one pen, and since in other situations it is also customary that
7 different pens are used for the various signatures, initials and for other handwritten
8 information such as an interlineation; consequently, it is insignificant in the context
9 of this document problem whether a same or else different writing implements were
10 used to prepare the document. Neither situation provides grounds to argue for fraud
11 (page 64 Declaration of Larry Stewart dated June 4, 2012).

12
13 **Page 1 of the STREET FAX “smoking gun” document was not**
14 **the original companion page attached to page 2 of the Facebook Contract:**

15 234. The STREET FAX “smoking gun” document exists only as two computer image (“tiff”)
16 files; no original has been produced for analysis. Although these two image files offer extremely
17 poor legibility, it was determined that the STREET FAX page 1 does not represent a supposed
18 original to page 2 of the Facebook Contract for the following reasons:

- 19 1) The presence of the actual staple in the STREET FAX image file argues that had page
20 1 of the STREET FAX document really been the original companion page to page 2
21 of the Facebook Contract, then page 2 of the Facebook Contract should reveal an
22 extra set of staple holes, *which it does not*.
- 23 2) The visible hand printed interlineation as observed on page 1 of the STREET FAX
24 tiff image was not the source of the hand printed latent image on page 2 of the
25 Facebook Contract since it does not match the proper position of where the latent
26 impression was discovered on page 2 of the original of the Facebook Contract
27 examined by the document experts.

- 1 3) The “PC” initials discovered as a latent writing impression on page 2 of the original
2 Facebook Contract match the position of the visible “PC” initials on page 1 of the
3 original of the Facebook Contract and do not match the position of the “PC” initials
4 observed on the poor quality tiff image of page 1 of the STREET FAX document
5 (reference EXHIBIT 33 hereto).
- 6 4) In support of item 2 above, the verb “is,” which appears as the visibly hand printed
7 verb in the interlineation on page 1 of the Facebook Contract, and which also appears
8 as the latent handwritten verb on page 2 of the Facebook Contract, is not the same
9 verb for the interlineation on the STREET FAX document. The verb used for the
10 STREET FAX hand printed interlineation was the word “has” rather than “is.”
- 11 5) The column measurements between the two pages of the STREET FAX document are
12 substantially different from one another

13
14
15 **These Combined Results are “Mutually Supportive”**

16 235. These *combined results* are mutually supportive with the exception of the presence of a
17 different font on page 2 than the font that appears on page 1. In light of all of the many other points
18 of mutually supporting evidence between page 1 and page 2 of the Facebook Contract, the difference
19 in font between page 1 and page 2 is readily explained by the common occurrence that when
20 documents are pieced together by means of “cutting and pasting” sections from other source
21 documents, the fonts of those other sections that were cropped from other documents come along in
22 the transposition and when inserted into sections of the new document being created, may or may
23 not match the other fonts of the document being typed. The technical authorities are relevant on this
24 point:

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1 Page 198 of Scientific Examination of Questioned Documents:

2 “Evidence that pages in a multi-page document have been created differently may or may not
3 be evidence of tampering. There are some perfectly logical reasons why pages in a long text
4 are formatted differently...”⁸²

5 and the next paragraph on page 198 of Scientific Examination of Questioned Documents:

6 “Another consideration involves the use of boilerplate language. If certain long phrases (such
7 as disclaimers) are used in the creation of, say, new contracts, it is possible that these
8 passages are being electronically cut and pasted from an older document into the one being
9 created. It is not unusual for the original formatting and fonts used in the boilerplate to
10 remain intact after they have been pasted into the new document—the point being that a
11 sudden change in the typeface or spacing characteristics of a page may not necessarily be
12 evidence of alteration or addition” (also footnote 82).

13 (This point was further developed in paragraph 50 herein).

14 236. The opinions are given herein by balancing the weight of all of the combined evidence. As
15 instructed in the professional literature on this very point:

16 “The need to establish that a document has not been altered may involve a complex study.
17 There is no single, simple test. All potential tests for showing that something has been erased, added,
18 or modified in any way must be applied. When the *combined results* reveal no change, it can be
19 stated that there is no evidence to support that this document was altered”⁸³ (italics and bold added).

20 **Blanco-Stewart Administrative and Technical Review:**

21 237. I have reviewed the declaration and supporting exhibits of Plaintiff’s expert Larry Stewart
22 and I have considered his analysis and opinions. Such a review by a different expert is commonly
23 referred to as an “administrative/technical review.” In my previous full time government positions
24 as a Forensic Document Expert/Analyst with the Federal Bureau of Alcohol Tobacco and Firearms
25 and also with the California Department of Justice (both ASCLD certified Laboratories), I regularly
26 participated in such inter-expert checks and balances which we called “peer reviews” and also
27 “administrative” and “technical reviews.”

28 ⁸² Page 198, Scientific Examination of Questioned Documents, Second Ed. CRC Press 2006.

⁸³ Page 335, Scientific Examination of Questioned Documents, Second Ed. Taylor & Francis.

1 238. As a result of my review of the declaration and supporting materials by Larry Stewart,
2 I concur with the findings and opinions as stated in Mr. Stewart's declaration dated June 4, 2012,
3 with the exception that I do not claim expertise in ink chemistry issues and consequently, my
4 technical review did not consider the issues of "PE" or other ink chemistry matters since I am not
5 qualified to speak to those issues.

6
7 **The Elephants in the living room: What defense experts are not disclosing:**

8 239. On July 1, 2011 Honorable Leslie G. Foschio ordered (Document 83 page 3):

9 "Defendants shall complete the examination of the Hard-Copy Documents and Electronic
10 Assets, and by September 9, 2011, Defendants shall provide to the Court and Plaintiff all
11 reports documenting the findings of that examination."

12 But now that plaintiff's document experts have reviewed the defendants' document expert reports in
13 response to the above order, we find that the defendants' experts have remained silent and *have not*
14 *reported* on many important points in spite of the court's order for them to do so. Specifically, the
15 defendants' document experts have not offered findings or opinions on relevant issues that include,
16 but are not limited to, the following:

17
18 240. **Forensic Document Examiner Peter Tytell**

19 Even though Tytell advertises his services in "handwriting analysis"⁸⁴ he did not offer any
20 opinions regarding any of the following relevant issues:

- 21 1) The authenticity of the "Mark Zuckerberg" signature on page 2 of the Facebook Contract.
- 22 2) The authenticity of the "MZ" initials for the interlineation on page 1 of the Facebook
23 Contract.
- 24 3) The authorship of the interlineation itself on page 1 of the Facebook Contract.
- 25 4) While Tytell states on page 1 of his report (Document 330) that:

26 "This report presents my findings and conclusions to date," he failed to report on his
27 findings regarding the paper thickness measurements he took of page 1 and page 2 of
28

⁸⁴ See Peter Tytell's ALM advertisement attached hereto as EXHIBIT 39.

1 the Facebook Contract pages using a micrometer even though the Video (at 13:55:20)
2 from the July 14, 2011 document inspection reveals Tytell taking numerous
3 measurements of the paper thickness of the Facebook Contract pages.

4 5) Although Tytell took well over 165 photographs⁸⁵ of the Facebook Contract document
5 pages, he provided no pictures of the staple hole or staple hole impression evidence in
6 his report submitted to the court. On this point, it is remarkable that given all of the
7 photographs taken by Tytell using his table top digital camera, he did not submit *even*
8 *one* of his own digital photographs in evidence either embedded into his report
9 proper, or as Exhibit attachments to his report in support of any of his observations or
10 ultimate opinions. Consequently, there is much evidence that exists which Tytell has
11 withheld.

12 6) While Tytell referenced an image of a staple from an earlier scan of the Facebook
13 Contract, he failed to disclose any evidence, observations or opinions regarding his
14 analysis of the actual staple holes clearly observed from inspection of the original
15 Facebook Contract.

16 7) Tytell did not offer any comments or opinions at all in support of Lesnevich's
17 "two physical documents" theory. It is likely that Tytell actually disagrees with this
18 Lesnevich theory, but failed to report his disagreement.

19
20 **241. Forensic Document Examiner Gus Lesnevich**

21 Even though Gus Lesnevich advertises on his internet home page his services⁸⁶ "specializing
22 in the examination of signatures, writings, and documents," Lesnevich, in his report (Document
23 329) did not offer any opinions regarding the following relevant issues in this case:

- 24 1) The authenticity of the "Mark Zuckerberg" signature on page 2 of the Facebook Contract.
25 2) The authenticity of the "MZ" initials for the interlineation on Page 1 of the Facebook

26
27 ⁸⁵ Although I counted 165 flashes from Tytell's flash photography work (by viewing the Video of the document
28 production for Friday only July 15, 2011, I could not determine how many additional photographs Tytell took without a
flash.

⁸⁶ Printout of Lesnevich Website attached hereto as EXHIBIT 40.

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Contract.

- 3) The authorship of the interlineation itself on page 1 of the Facebook Contract.
- 4) The significance of the staple hole evidence.
- 5) His findings regarding any micrometer readings to determine whether or not the two pages of the Facebook Contract were, or were not the same thickness.
- 6) Other comparable features of the two pages of paper in question.
- 7) Although I personally observed Lesnevich and his assistant spending hours doing latent writing impression tests (“ESDA”) tests, Lesnevich did not state a word about his findings in his formal document report submitted to the court (Document 329).

It is apparent that Lesnevich agrees with Plaintiff’s experts on the latent writing impression evidence, otherwise, it would be anticipated that he would have reported adverse findings to Plaintiff’s experts position .

242. **Ink Specialist Gerald LaPorte**

- 1) LaPorte did not offer any comments or opinions at all in support of Lesnevich’s “two physical documents” theory;
- 2) Furthermore, with regard to the Lesnevich “two physical documents” theory, LaPorte has not offered any reasonable explanation as to why a person would “forge” a document that is exactly the same as to all the machine printed data as well as all of the handwritten data.

243. **Ink Specialist Albert Lyter**

- 1) Lyter determined that the Facebook Contract document was unsuitable for ink dating, but LaPorte claimed to have reliably dated the ink.
- 2) Lyter did not offer any comments or opinions at all in support of Lesnevich’s “two physical documents” theory.

1 3) Furthermore, with regard to the Lesnevich “two physical documents” theory, Lyter
2 has not offered any reasonable explanation as to why a person would “forge” a
3 document that is exactly the same as to all the machine printed data as well as all of
4 the handwritten data.

5
6 **244. Frank Romano**

7 Frank Romano appeared with defendants’ expert Peter Tytell on the full day of the document
8 production on Thursday July 14, 2011. It is clear from his report (Document 327) that Romano did
9 not offer any opinions regarding:

- 10 1) The significance of the staple hole evidence.
- 11 2) His findings regarding any micrometer readings to determine whether or not the two pages
12 of the Facebook Contract were, or were not the same thickness.
- 13 3) Other comparable features of the two pages of paper in question.
- 14 4) Any findings regarding latent handwriting impression tests.
- 15 5) Romano did not offer any comments or opinions at all in support of Lesnevich’s
16 “two physical documents” theory.
- 17 6) Furthermore, with regard to the Lesnevich “two physical documents” theory, Romano has
18 not offered any reasonable explanation as to why a person would “forge” a document
19 that is exactly the same as to all the machine printed data as well as all of the
20 handwritten data.

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1 **The Discontinuity of the defendants' (Facebook) experts:**

2 245. It is telling that none of the other defense experts have made any statements or even a single
3 comment in support of Lesnevich's "two different physical documents" theory. It is anticipated that
4 Plaintiff will learn from deposition testimony that the other Facebook experts will actually disagree
5 with the "two physical documents" theory by Gus Lesnevich. Tytell, Lyter, LaPorte and Romano
6 speak of a singular document while Lesnevich speaks of "two physical documents."

7 246. Tytell and LaPorte seemingly disagree with one another as to whether or not page 1 and
8 page 2 of the Facebook contract are the same measurement in paper thickness. See paragraph 161
9 herein for this disparity between these Facebook experts.

10 247. There is further discontinuity between Tytell and LaPorte as to the imagery developed by
11 these two experts (reference paragraph 38-39 herein). On the one hand, Tytell's imagery of his scan
12 of pages 1 and 2 of the Facebook Contract reveal consistency as to color and condition. On the other
13 hand, the two images of the scans by LaPorte show images that appear different from one another.
14 So at this point it is unclear as to whether LaPorte and Tytell agree with each other as to whether the
15 two images of the Facebook Contract are the same as to their own imagery. Their scanned imagery
16 attached to their respective reports demonstrates that they are at odds with one another.

17 248. Although Tytell, Lyter and LaPorte apparently joined together in a "clip-clothespins" theory,
18 Lesnevich made no reference to this theory causing Plaintiff's experts to wonder if Lesnevich had
19 developed evidence to the contrary and therefore decided to withhold his findings from the court.

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EXHIBIT 1

EXHIBIT 1

EXHIBIT 1



BLANCO & Associates Inc.
Forensic Document Examiners

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Washington, DC 20006
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Glendale, CA 91203
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CURRICULUM VITAE of JAMES A. BLANCO

AFFILIATIONS:

- Member: American Society for Testing and Materials (ASTM)
Participant: Subscribe to Proficiency Testing by the Collaborative Testing Services Inc.
Formally tested twice a year (controlled tests with known results) by the Collaborative Testing Services, Inc.—**Test results reveal a ZERO PERSONAL EXAMINER ERROR RATE**
Participant: in ST²AR Network—Skill-Task Training Assessment & Research

PROFESSIONAL ACHIEVEMENTS:

- Testified as an expert in over **200** trials.
- Provided over **7000** expert opinions.

PROFESSIONAL HISTORY:

- 6/88 **Blanco & Associates, Inc.**
to Title – Forensic Document Examiner / Examiner of Questioned Documents
Present Duties - Examination and comparison of handwriting and mechanical impressions for the purpose of suspect identification or elimination. Expert witness testimony. Presentations of Forensic Document Examinations pertaining to civil and criminal litigation.
- Since 1998** Exclusive Forensic Document Expert used by the California Secretary of State's office for their voting fraud cases.
- 11/94 **California Department of Justice**
to Bureau of Forensic Services
9/96 4949 Broadway - Sacramento, CA 95820
Laboratory Accreditation - This Laboratory is accredited by the American Society of Crime Laboratory Directors (ASCLAD)
Title - Examiner of Questioned Documents
Duties - Examination and comparison of handwriting and mechanical impressions for the purpose of suspect identification or elimination. Expert witness testimony. Participated in the proficiency testing program and peer review required by the ASCLAD Accreditation Board.

PROFESSIONAL HISTORY (Continued):

- 1/92 **U.S. Treasury Department**
to Federal Bureau of Alcohol, Tobacco and Firearms
9/94 Western Regional Forensic Science Laboratory
355 North Wiget Lane, Walnut Creek, California 94598
Title - Document Examiner
Duties- Examination and comparison of handwriting and mechanical impressions for the purpose of suspect identification or elimination in criminal investigations in the Western States. Testified as prosecution expert witness in Oklahoma, Texas, New Mexico, Arizona, Alaska and California. Participated in the proficiency testing program and peer review of the American Society of Crime Laboratory Directors.
- 1/89 **Sacramento County Sheriff - Detectives Division**
to 711 G. Street Room 308 - Sacramento, California 95814
1/92 Title - Questioned Document Examiner (on County contract)
Duties- Examined case work for the various Bureaus of the Sacramento County Sheriff's department including report writing and expert witness court testimony. Also responded to requests by local Judges and Deputy District Attorneys to perform examinations, report on findings and testify.
- 6/85 **Completed two years of apprenticeship training** in forensic documents under
to T.H. Pascoe who worked for the California Department of Justice in their
1/89 Questioned Document Section for 30 years.

TECHNICAL TRAINING COURSES:

ST²AR Network—Skill-Task Training Assessment & Research,
Canon Photocopier, Facsimile and New Technology Workshop
Canon USA training center in Atlanta Georgia April 28-29, 2008

Forensics Photoshop course,
EEI Communications, San Francisco CA December 15-16, 2006

Printing Process Examinations, Infrared Examinations,
American Board of Forensic Document Examiners Workshop, Las Vegas, November 7-10 2005

Altered Identification Documents, sponsored by the California State Department of Justice
Criminalistics Institute March 1995

Fundamentals of Document Examinations For Laboratory Personnel,
FBI Academy, Quantico, Virginia- July 12-23 1993

Symposium on Fluorescence Techniques in Questioned Documents, sponsored by the California State
Department of Justice Criminalistics Institute Feb. 1992

Paper Knowledge Workshop, by Mead Paper Corp., Denver, Colorado Oct. 1992

ACCOMPLISHMENTS:

Qualified as an Expert in Federal, Superior and Court Martial Courts

Publications:

Journal: Identifying Documents Printed by Dot Matrix Computer Printers. Forensic Science International, Elsevier Scientific Publishers Ireland Ltd.

Published Books:

- * Business Fraud- Know It and Prevent It, Humanomics Publishing, 2001
- * Identity Theft Prevention, (self published, 2001)

Speaker- Presentations given to:

- * Association of Certified Fraud Specialists- Sacramento, CA July 12th, 2011
Eight hour block of training re: Forensic Document Evidence and investigations
- * Association of Certified Fraud Specialists- National Fraud Conference, Dallas, May 2011
Forged Documents In An Electronic World
- * Association of Forensic Document Examiners Annual Conference, Phoenix AZ, October 2010
- * National Association of Document Examiners Annual Conference, Portland, OR, May 2010
- * Association of Certified Fraud Specialists- National Fraud Conference, San Diego, Oct. 2009
Forged Documents In An Electronic World
- * The Southwestern Association of Forensic Document Examiners:
Identifying Documents Printed by Dot-Matrix Computer Printers
Tucson, Arizona - April, 1989.
Distinguishing Features of Color Laser Copiers
Long Beach, CA - October, 1990.
A Case Study in Forensic Ethics Las Vegas, Nevada - April, 1991.
Counterfeited Documents Phoenix, Arizona - October, 1991.
Photocopied Tracings San Diego, CA - April, 1992
- * The American Society of Questioned Document Examiners:
Identifying Documents Printed by Dot-Matrix Computer Printers, Orlando, Florida- August, 1991
New Trends in Xerographic Technology Milwaukee, Wisconsin August, 1992

Numerous additional Lectures and Presentations given to State and Federal Law Enforcement, Legal, Banking and Business organizations.

Advisor to POST (California Commission on Peace Officer Standards and Training): As a subject matter expert in Forensic Documents, I was the only Document Examiner invited to San Diego to serve on the curriculum committee of the California Commission on POST, to design a Fraud/Questioned Document Course.

EDUCATION:

Bachelor of Arts, 1975, California State University, Sacramento, CA
Master of Divinity, 1978, Western Theological Seminary, Portland, OR

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

“WORK FOR HIRE” CONTRACT

SECTION 1- GENERAL PROVISIONS

1. Definitions

The following terms have the meaning specified when used herein:

PURCHASER - Paul Ceglia

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

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

PRIME CONTRACT – This contract between Purchaser and Seller.

2. Entire Agreement

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

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

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

3. Payment Terms

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

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

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

The agreed upon project due date ifor the StreetFax software is May 31, 2003.

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

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

4. Changes

a) BY PURCHASER – Purchaser agrees that no further revision shall be implemented until or unless approved by the seller. Those revisions

shall be transmitted for written approval to seller.

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

5. Purchaser's Property/Seller's Responsibility

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

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

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

6. Settlement of Controversies

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

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

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

7. Patent Indemnity

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

8. Assignment of Subcontracting

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

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

9. Proprietary Rights

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

10. Termination

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

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

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

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

11. Liens

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

12. Governing Law

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

13. Recovery of Damages

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

14. Notice of Labor Disputes

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

15. Indemnity Requirements for Contractors/Seller

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

16. Publicity

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

17. Seller's Disclosure

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

18. General Notes

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

The signatures below will execute this contract.

Buyer - Paul Ceglia, StreetFax

Seller - Mark Zuckerberg

[Handwritten signature: Paul Ceglia]

 8/28/09

[Handwritten signature: Mark Zuckerberg]

 04/28/09

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

Anatomy of a staple

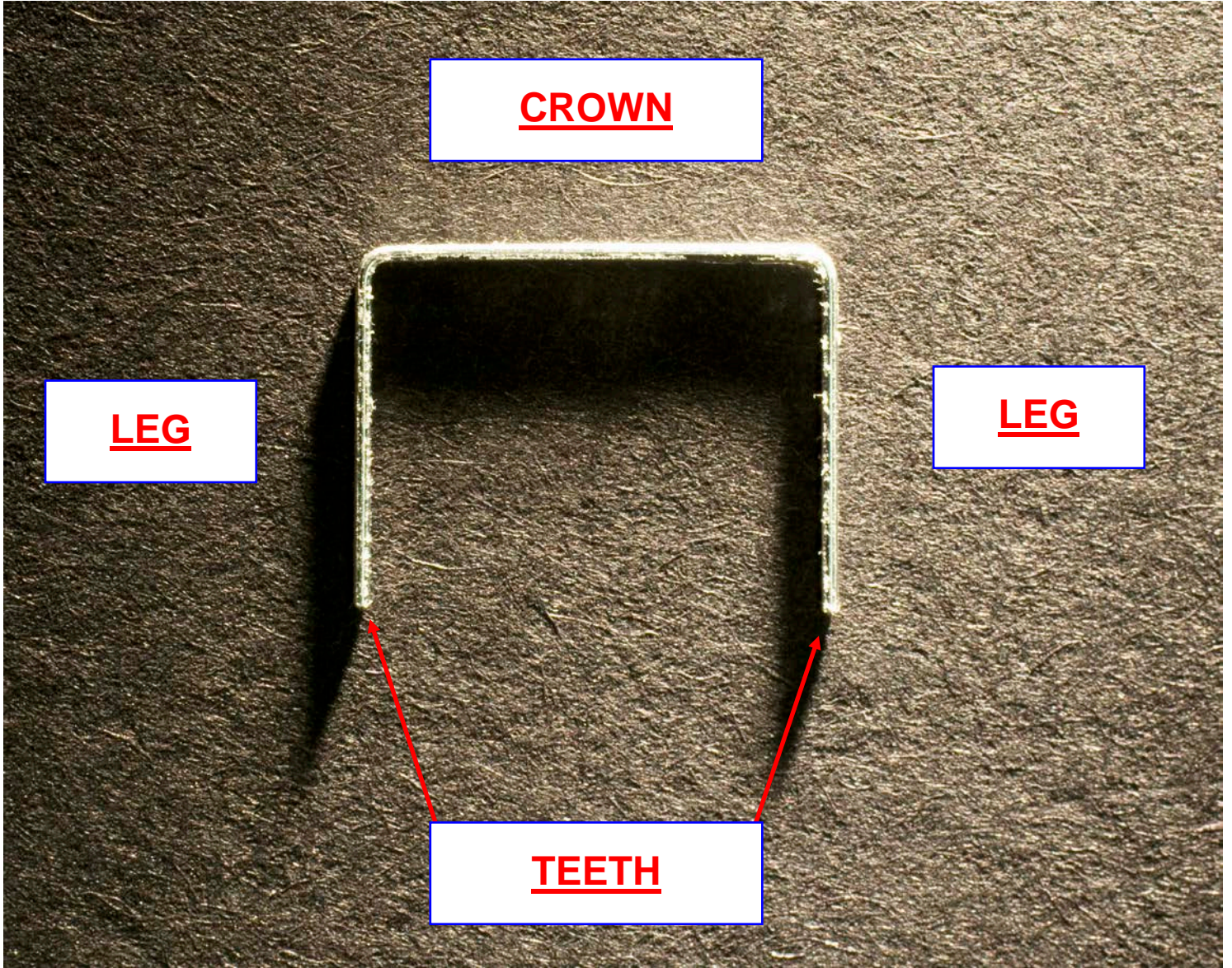


EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

Second Edition

Scientific Examination of Questioned Documents

Edited by

Jan Seaman Kelly
Brian S. Lindblom



Taylor & Francis
Taylor & Francis Group

Boca Raton London New York

A CRC title, part of the Taylor & Francis imprint, a member of the
Taylor & Francis Group, the academic division of T&F Informa plc.

27.4 Interlineations and Additions

Fraud can be committed just as effectively by addition as by subtraction. The insertion of a modifying clause or sentence may completely change the meaning of a document in as thorough a manner as the erasure of a key portion. The skill with which these modifications are inserted varies from case to case, but as with erasures, effective methods have been developed by which many fraudulent interlineations or additions are revealed.

Obviously, the crude insert of some important clause between the lines or crowded along a margin immediately arouses suspicion. However, many additions are carefully worked into the form of the document when very convenient space either within it or immediately above the signature was provided by careless preparation. When these insertions are skillfully done, they may pass unnoticed by the casual observer, but still, these inconspicuous manipulations can be revealed by physical faults that are disclosed through proper techniques and study.

To disclose that an insertion or addition has been made may involve an extensive study of the document as a whole. Many of its elements, which have been discussed in earlier sections, assume special importance. The lack of uniformity of ink; the work of more than one pen or output device; crowding, uneven margins, or different spacing algorithms of a modifying section, if printed; evidence of the insertion of pages through study of the paper and fastening devices (Figure 27.7); sharp variation in handwriting; and any of a score of other factors individual to the problem at hand may point out the insertion. There is, however, one other sign that points conclusively to the fact that the document was not

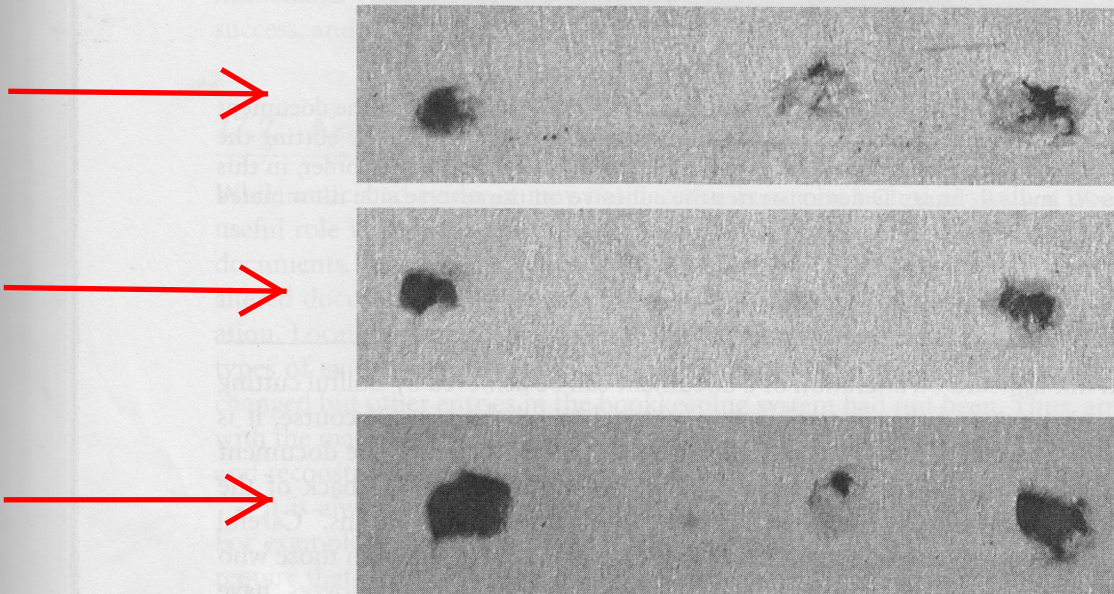


Figure 27.7 The insertion of a sheet of paper is determined by the examination of the staple holes. The top image is from the first page, the middle from the second, and the bottom from the third. Notice the additional perforation between the two main staple holes (top and bottom images). It was created when the end of the staple punched through the back of the sheets. The perforation is not found on the second page, providing evidence that it was not in place at the time the original stapling occurred.

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5



Designation: E1658 – 08

Standard Terminology for Expressing Conclusions of Forensic Document Examiners¹

This standard is issued under the fixed designation E1658; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This terminology is intended to assist forensic document examiners in expressing conclusions or opinions based on their examinations.

1.2 The terms in this terminology are based on the report of a committee of the Questioned Document Section of the American Academy of Forensic Science that was adopted as the recommended guidelines in reports and testimony by the Questioned Document Section of the American Academy of Forensic Science and the American Board of Forensic Document Examiners.²

2. Referenced Documents

2.1 *ASTM Standards*:³

E444 Guide for Scope of Work of Forensic Document Examiners

3. Significance and Use

3.1 Document examiners begin examinations from a point of neutrality. There are an infinite number of gradations of opinion toward an identification or toward an elimination. It is in those cases wherein the opinion is less than definite that careful attention is especially needed in the choice of language used to convey the weight of the evidence.

3.2 Common sense dictates that we must limit the terminology we use in expressing our degrees of confidence in the evidence to terms that are readily understandable to those who use our services (including investigators, attorneys, judges, and jury members), as well as to other document examiners. The expressions used to differentiate the gradations of opinions should not be considered as strongly defined “categories”. These expressions should be guidelines without sharply defined boundaries.

¹ This terminology is under the jurisdiction of ASTM Committee E30 on Forensic Sciences and is the direct responsibility of Subcommittee E30.02 on Questioned Documents.

Current edition approved Aug. 15, 2008. Published October 2008. Originally approved in 1995. Last previous edition approved in 2004 as E1658 – 04. DOI: 10.1520/E1658-08.

² For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard’s Document Summary page on the ASTM website.

³ McAlexander T. V., Beck, J., and Dick, R., “The Standardization of Handwriting Opinion Terminology,” *Journal of Forensic Science*, Vol. 36, No. 2, March 1991, pp. 311–319.

3.3 When a forensic document examiner chooses to use one of the terms defined below, the listener or reader can assume that this is what the examiner intended the term to mean. To avoid the possibility of misinterpretation of a term where the expert is not present to explain the guidelines in this standard, the appropriate definition(s) could be quoted in or appended to reports.

3.4 The examples are given both in the first person and in third person since both methods of reporting are used by document examiners and since both forms meet the main purpose of the standard, that is, to suggest terminology that is readily understandable. These examples should not be regarded as the only ways to utilize probability statements in reports and testimony. In following any guidelines, the examiner should always bear in mind that sometimes the examination will lead into paths that cannot be anticipated and that no guidelines can cover exactly.

3.5 Although the material that follows deals with handwriting, forensic document examiners may apply this terminology to other examinations within the scope of their work, as described in Guide E444, and it may be used by forensic examiners in other areas, as appropriate.

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

4. Terminology

4.1 *Recommended Terms*:

identification (definite conclusion of identity)—this is the highest degree of confidence expressed by document examiners in handwriting comparisons. The examiner has no reservations whatever, and although prohibited from using the word “fact,” the examiner is certain, based on evidence contained in the handwriting, that the writer of the known material actually wrote the writing in question.

Examples—It has been concluded that John Doe wrote the questioned material, or it is my opinion [or conclusion] that John Doe of the known material wrote the questioned material.

strong probability (highly probable, very probable)—the evidence is very persuasive, yet some critical feature or quality is missing so that an *identification* is not in order;



however, the examiner is virtually certain that the questioned and known writings were written by the same individual.

Examples—There is *strong probability* that the John Doe of the known material wrote the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material *very probably* wrote the questioned material.

DISCUSSION—Some examiners doubt the desirability of differentiating between **strong probability** and **probable**, and certainly they may eliminate this terminology. But those examiners who are trying to encompass the entire “gray scale” of degrees of confidence may wish to use this or a similar term.

probable—the evidence contained in the handwriting points rather strongly toward the questioned and known writings having been written by the same individual; however, it falls short of the “virtually certain” degree of confidence.

Examples—It has been concluded that the John Doe of the known material probably wrote the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material *probably* wrote the questioned material.

indications (evidence to suggest)—a body of writing has few features which are of significance for handwriting comparison purposes, but those features are in agreement with another body of writing.

Examples—There is evidence which *indicates* (or *suggests*) that the John Doe of the known material may have written the questioned material but the evidence falls far short of that necessary to support a definite conclusion.

DISCUSSION—This is a very weak opinion, and a report may be misinterpreted to be an identification by some readers if the report simply states, “The evidence *indicates* that the John Doe of the known material wrote the questioned material.” There should always be additional limiting words or phrases (such as “may have” or “but the evidence is far from conclusive”) when this opinion is reported, to ensure that the reader understands that the opinion is weak. Some examiners doubt the desirability of reporting an opinion this vague, and certainly they cannot be criticized if they eliminate this terminology. But those examiners who are trying to encompass the entire “gray scale” of degrees of confidence may wish to use this or a similar term.

no conclusion (totally inconclusive, indeterminable)—This is the zero point of the confidence scale. It is used when there are significantly limiting factors, such as disguise in the questioned and/or known writing or a lack of comparable writing, and the examiner does not have even a leaning one way or another.

Examples—*No conclusion* could be reached as to whether or not the John Doe of the known material wrote the questioned material, or I could not determine whether or not the John Doe of the known material wrote the questioned material.

indications did not—this carries the same weight as the indications term that is, it is a very weak opinion.

Examples—There is very little significant evidence present in the comparable portions of the questioned and known writings, but that evidence *suggests* that the John Doe of the known material did not write the questioned material, or I

found *indications* that the John Doe of the known material did *not* write the questioned material but the evidence is far from conclusive.

See Discussion after **indications**.

probably did not—the evidence points rather strongly against the questioned and known writings having been written by the same individual, but, as in the probable range above, the evidence is not quite up to the “virtually certain” range.

Examples—It has been concluded that the John Doe of the known material probably did not write the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material probably did not write the questioned material.

DISCUSSION—Some examiners prefer to state this opinion: “It is unlikely that the John Doe of the known material wrote the questioned material.” There is no strong objection to this, as “unlikely” is merely the Anglo-Saxon equivalent of “improbable”.

strong probability did not—this carries the same weight as strong probability on the identification side of the scale; that is, the examiner is virtually certain that the questioned and known writings were not written by the same individual.

Examples—There is strong probability that the John Doe of the known material did not write the questioned material, or in my opinion (or conclusion or determination) it is highly probable that the John Doe of the known material did not write the questioned material.

DISCUSSION—Certainly those examiners who choose to use “unlikely” in place of “probably did not” may wish to use “highly unlikely” here.

elimination—this, like the *definite conclusion of identity*, is the highest degree of confidence expressed by the document examiner in handwriting comparisons. By using this expression the examiner denotes no doubt in his opinion that the questioned and known writings were not written by the same individual.

Examples—It has been concluded that the John Doe of the known material did not write the questioned material, or it is my opinion (or conclusion or determination) that the John Doe of the known material did not write the questioned material.

DISCUSSION—This is often a very difficult determination to make in handwriting examinations, especially when only requested exemplars are available, and extreme care should be used in arriving at this conclusion.

4.1.1 When the opinion is less than definite, there is usually a necessity for additional comments, consisting of such things as reasons for qualification (if the available evidence allows that determination), suggestions for remedies (if any are known), and any other comments that will shed more light on the report. The report should stand alone with no extra explanations necessary.



E1658 – 08

4.2 *Deprecated and Discouraged Expressions:*

4.2.1 Several expressions occasionally used by document examiners are troublesome because they may be misinterpreted to imply bias, lack of clarity, or fallaciousness and their use is deprecated. Some of the terms are so blatantly inane (such as “make/no make”) that they will not be discussed. The use of others is discouraged because they are incomplete or misused. These expressions include:

possible/could have—these terms have no place in expert opinions on handwriting because the examiner’s task is to decide to what degree of certainty it can be said that a handwriting sample is by a specific person. If the evidence is so limited or unclear that no definite or qualified opinion can be expressed, then the proper answer is *no conclusion*. To say that the suspect “could have written the material in question” says nothing about probability and is therefore meaningless to the reader or to the court. The examiner should be clear on the different meanings of “possible” and “probable,” although they are often used interchangeably in everyday speech.

consistent with—there are times when this expression is perfectly appropriate, such as when “evidence consistent with disguise is present” or “evidence consistent with a simulation or tracing is present, but “the known writing is consistent with the questioned writing” has no intelligible meaning.

could not be identified/cannot identify—these terms are objectionable not only because they are ambiguous but also because they are biased; they imply that the examiner’s task is only to identify the suspect, not to decide whether or not the suspect is the writer. If one of these terms is used, it should always be followed by “or eliminate[d]”.

similarities were noted/differences as well as similarities—these expressions are meaningless without an explanation as to the extent and significance of the similarities or differences between the known and questioned material. These terms should never be substituted for gradations of opinions.

cannot be associated/cannot be connected—these terms are too vague and may be interpreted as reflecting bias as they have no counterpart suggesting that the writer cannot be eliminated either.

no identification—this expression could be understood to mean anything from a strong probability that the suspect wrote the questioned writing; to a complete elimination. It is not only confusing but also grammatically incorrect when used informally in sentences such as “I no identified the writer” or “I made a no ident in this case.”

inconclusive—this is commonly used synonymously with no conclusion when the examiner is at the zero point on the scale of confidence. A potential problem is that some people understand this term to mean something short of definite (or conclusive), that is, any degree of probability, and the examiner should be aware of this ambiguity.

positive identification—This phrase is inappropriate because it seems to suggest that some identifications are more positive than others.

[strong] reason to believe—there are too many definitions of *believe* and *belief* that lack certitude. It is more appropriate to testify to our conclusion (or determination or expert opinion) than to our belief, so why use that term in a report?

qualified identification—An *identification* is not qualified. However, opinions may be qualified when the evidence falls short of an *identification* or *elimination*.

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This standard is subject to revision at any time by the responsible technical committee and must be reviewed every five years and if not revised, either reapproved or withdrawn. Your comments are invited either for revision of this standard or for additional standards and should be addressed to ASTM International Headquarters. Your comments will receive careful consideration at a meeting of the responsible technical committee, which you may attend. If you feel that your comments have not received a fair hearing you should make your views known to the ASTM Committee on Standards, at the address shown below.

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EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release of all Claims (“Agreement”) is made and entered into by and between **James A. Blanco (“BLANCO”)**, on the one hand, and the **American Academy of Forensic Sciences (“AAFS”)**, on the other hand (collectively “the Parties”), for the purpose of settling any and all claims between them.

Whereas a written complaint was filed against **BLANCO** with the **AAFS Ethics Committee** on January 5, 2006 alleging that **BLANCO** violated the **AAFS Code of Ethics and Conduct** sections 1(a) and 1(c);

Whereas the **AAFS Ethics Committee** determined that **BLANCO** violated the **AAFS Code of Ethics and Conduct** on June 13, 2008 and recommended that the **AAFS Board of Directors** expel **BLANCO** from the **AAFS** membership;

Whereas the **AAFS Board of Directors** ratified the **Ethics Committee’s** expulsion recommendation on September 16, 2008;

Whereas **BLANCO** appealed the expulsion order to the entire membership of the **AAFS**, and a hearing was held on February 18, 2009 at which the **AAFS** membership voted to uphold the **AAFS Board of Directors’** expulsion order;

Whereas **BLANCO** filed an action on June 23, 2009 in the United States District Court for the Northern District of California, San Francisco Division, entitled *James A. Blanco v. the American Academy of Forensic Sciences; and DOES 1-20*, Case No. CV 09 2780 SI (“the Action”) asserting various claims against **AAFS**;

Whereas without admitting or conceding any wrongdoing, fault or liability of any kind, **BLANCO** has agreed to settle all disputes and release all claims against **AAFS** and to enter into this Agreement.

In consideration of the promises and covenants contained herein but no monetary consideration, the adequacy of which is hereby acknowledged, the Parties, and each of them, covenant and agree as follows:

Section 1. Vacation of Expulsion and Resignation. The parties agree to the following: (1) **AAFS** hereby vacates its September 16, 2008 expulsion order of the Board of Directors of **AAFS**; (2) Simultaneously with **AAFS’s** vacating of its September 16, 2008 expulsion order, **BLANCO’s** resignation from **AAFS** will be deemed to have been tendered and accepted; and (3) **BLANCO** will never reapply for membership in the **AAFS** in the future.

Section 2. Release of All Claims. Except as set forth in this Agreement, **BLANCO**, on his own behalf and that of his heirs, executors, attorneys, administrators, successors, and assigns, fully release and discharge **AAFS**, its predecessors, successors, subsidiaries, affiliates, assigns, and insurers, its and their directors, officers, committee members, trustees, employees, attorneys, and agents, whether in their individual or official capacities (collectively referred to as the

“Released Parties”), from any and all liability, claims and demands, up to the date of this Agreement, including, but not limited to, claims, demands or actions relating thereto, arising under AAFS’s policies and procedures, whether formal or informal; the United States or State of California Constitutions; and any other federal, state or local statute, ordinance or regulation.

Section 3. Dismissal of Action. BLANCO agrees to take all actions necessary to dismiss the Action, with prejudice, as soon as possible after this Agreement becomes effective, including, but not limited to, dismissing *James A. Blanco v. the American Academy of Forensic Sciences*; and *DOES 1-20*, Case No. CV 09 2780 SI.

Section 4. Promise Not to Prosecute. BLANCO further agrees that he shall not, at any time hereafter, commence, maintain or prosecute any action, suit, proceeding, investigation, complaint, claim, grievance or charge with any court, administrative agency, arbitrator or any other body or person, whether Federal, State, contractual or otherwise, or aid or assist others in prosecuting such action, suit, proceeding, investigation, complaint, claim, grievance or charge on their behalf, except in response to governmental agency or court inquiries or as compelled by legal process, against any Released Party, based in whole or in part upon, or arising out of or in an way connected with, any of the claims released or any of the matters referred to in this Agreement. BLANCO further agrees to indemnify and hold the Released Parties harmless from and against any and all claims, demands, causes of action, damages or liability of any kind, including the cost of defense and reasonable attorneys’ fees arising out of or in connection with, any action, suit, proceeding, investigation, complaint, claim, grievance or charge commenced, maintained, or prosecuted by BLANCO contrary to the terms of this Agreement.

Section 5. Unknown or Different Facts or Law. BLANCO acknowledges that he may discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to a Released Claim. BLANCO agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

Section 6. California Civil Code Section 1542 Waiver. BLANCO expressly acknowledges and agrees that the releases contained in this Agreement include a waiver of all rights under Section 1542 of the California Civil Code, which provides:

A general Release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

BLANCO acknowledges that he has read all of this Agreement, including the above Civil Code section, and that he fully understands both the Agreement and the Civil Code section. BLANCO expressly waives any benefits and rights granted pursuant to Civil Code section 1542.

Section 7. Representations. Each signatory hereto warrants that s/he/it is legally competent and/or authorized to execute this Agreement and has not relied on any statements or explanations in connection therewith. Moreover, each party hereby acknowledges that s/he/it has

been afforded the opportunity to be advised by legal counsel regarding the terms of this Agreement, including the release of all claims and waiver of rights.

Section 8. No Admissions. This Agreement shall not be admissible in any proceeding as evidence of improper action by either party. AAFS denies that there is any basis for BLANCO's actual or threatened claims. No party admits any wrongdoing, fault or liability of any kind.

Section 9. Attorneys' Fees And Costs. Each party to this Agreement shall bear his/her/its own attorneys' fees and costs.

Section 10. Waiver. No provision of this Agreement may be waived unless in writing and signed by all the parties to this Agreement. Waiver of any one provision shall not constitute waiver of any other provision.

Section 11. Applicable Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Section 12. Modification or Amendment. This Agreement or any of its provisions may be modified or amended only by written agreement of all the Parties to this Agreement.

Section 13. Knowledge, Capacity And Authority. BLANCO represents and warrants that he had the opportunity to have counsel explain the contents of this Agreement to him. BLANCO represents that he understands the contents of this Agreement and that he executed it knowingly and voluntarily and understands that after executing it he cannot proceed against any Releasee on account of the matters referred to herein. BLANCO represents and warrants that he has the authority and capacity to execute this Agreement.

Section 14. Execution and Delivery. This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and the same instrument. For purposes of this section, an executed facsimile copy of the Agreement may be "delivered" by one party to the other, provided that the original executed copy of the same is provided to the receiving party within ten (10) calendar days of said "delivery" of said executed facsimile copy.

Section 15. Cooperation. The parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

Section 16. Interpretation; Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing AAFS, but BLANCO has participated in the negotiation of its terms. BLANCO acknowledges he has had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Aug 27 2010 1:30PM Law Offices of Randall L. (916) 446-1919 p.5
Aug 27 2010 12:06PM Law Offices of Randall L. (916) 446-1919 p.4

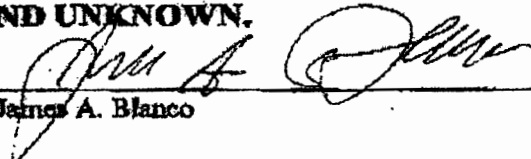
Section 17. Entire Agreement. This Agreement incorporates the entire understanding between the Parties and recites the whole consideration for the promises exchanged herein. It fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be amended or modified in any respect whatsoever except by a writing duly executed by the Parties, and the Parties agree that they shall make no claim(s) at any time that this Agreement has been orally amended or modified.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures.

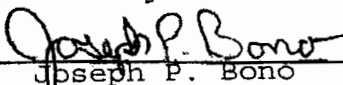
PLEASE READ CAREFULLY.

THIS AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN.

Dated: August 27th 2010


James A. Blanco

Dated: August 28, 2010

American Academy of Forensic Sciences
By 
Joseph P. Bono
Title: President
American Academy of Forensic Sciences

Approved as to Form:


Randall L. Wiens
Attorney for Plaintiff



Michael T. Lucey
Attorney for Defendant

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

1 MICHAEL T. LUCEY (SBN: 099927)
2 MARIE A. TRIMBLE (SBN: 257891)
3 GORDON & REES LLP
4 275 Battery Street, Suite 2000
5 San Francisco, CA 94111
6 Telephone: (415) 986-5900
7 Facsimile: (415) 986-8054

8 Attorneys for Defendant
9 AMERICAN ACADEMY OF
10 FORENSIC SCIENCES

11 RANDALL L. WIENS (SBN: 105326)
12 LAW OFFICES OF RANDALL L. WIENS
13 1007 - 7th Street, Suite 500
14 Sacramento, CA 95814
15 Telephone: (916) 446-1900
16 Facsimile: (916) 446-1919

17 Attorney for Plaintiff
18 JAMES A. BLANCO

Gordon & Rees LLP
Embarcadero Center West
275 Battery Street, Suite 2000
San Francisco, CA 94111

19 UNITED STATES DISTRICT COURT
20 NORTHERN DISTRICT OF CALIFORNIA
21 SAN FRANCISCO DIVISION

22 JAMES A. BLANCO

23 Plaintiff,

24 vs.

25 AMERICAN ACADEMY OF FORENSIC
26 SCIENCES; and DOES 1-20,

27 Defendants.

) CASE NO. CV 09 2780 SI

) **STIPULATION FOR DISMISSAL**
) **WITH PREJUDICE AND [PROPOSED]**
) **ORDER**

28 Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), Plaintiff JAMES A.
29 BLANCO and Defendant AMERICAN ACADEMY OF FORENSIC SCIENCES (“Defendant”)
30 (referred to collectively as the “Parties”) jointly submit the following Stipulation for Dismissal
31 with Prejudice:

32 WHEREAS the Parties have entered into an agreement setting forth the terms and
33 conditions of settlement.

1 IT IS HEREBY STIPULATED by and between the Parties, by and through their counsel,
2 that this action is hereby dismissed with prejudice in its entirety. Each Party shall bear its own
3 costs and fees.

4
5 Dated: *September 2, 2010*
~~August 30, 2010~~

ATTORNEY FOR PLAINTIFF
By *Randall L. Wiens*
/s/
RANDALL L. WIENS
Attorney for Plaintiff
JAMES A. BLANCO

10 Dated: August 30, 2010

ATTORNEYS FOR DEFENDANT

By _____ /s/
MARIE A. TRIMBLE
Attorneys for Defendants
AMERICAN ACADEMY OF
FORENSIC SCIENCES

16 Pursuant to the Parties' Stipulation for Dismissal With Prejudice, this action is hereby
17 dismissed with prejudice in its entirety.

18 **IT IS SO ORDERED.**

21 Dated: _____

Susan Illston

Honorable Susan Illston

Gordon & Rees LLP
Embarcadero Center West
275 Battery Street, Suite 2000
San Francisco, CA 94111

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

EXCERPTS OF TRANSCRIPT CONCERNING TESTIMONY OF JAMES BLANCO

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA SACRAMENTO DIVISION
BEFORE THE HONORABLE DAVID E. RUSSELL, JUDGE **Case No. 08-28230-R-7**

REPORTER'S TRANSCRIPT OF TRIAL DAY 2, THURSDAY, MAY 12 2011

When an opposing attorney challenged Blanco's credibility by bringing up the issue of the American Academy of Forensic Sciences ("AAFS") expulsion of Blanco, Blanco's Federal Lawsuit against the AAFS and the resulting settlement where the AAFS VACATED their expulsion order against Blanco, the Federal Judge defended Blanco as is clear from the following transcript citations:

Page 56 Line 9, **the Judge:**

"He's been attacked by your witness [Dave Moore]....I am satisfied completely that this man [Blanco] has done nothing wrong. And, if anything, by using scientific methods, he's probably a better examiner than your witness."

Page 57 Line 13, **the Judge:**

"So what you've got here is....a decision that says that his expulsion was reversed."

Page 58 Line 2, **the Judge:**

"I believe this witness, everything he's said so far."

Page 58 Line 19, **the Judge:**

"I'm convinced that Mr. Blanco has done nothing wrong. I have dealt with some organizations like the one he's dealing with and, you know, frankly, they're a bunch of old fogies who don't know what they're doing."

Page 59 Line 9, **the Judge:**

"He's got his decision that says he's right, and that's sufficient in my book."

Page 61 Line 10, Mr. Hollister:

"Your Honor, I submit that he [Blanco] is qualified."

Page 61 Line 12, **the Judge:**

"I made that conclusion a long time ago. This man is qualified."

Page 116 Lines 20-21, **the Judge:**

"I believe Mr. Blanco before I believe Mr. Moore."

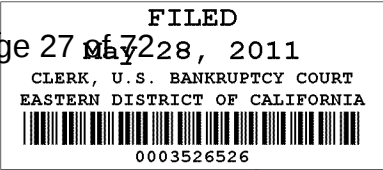
Page 123 Lines 14-15, **the Judge:**

"And that's going to be my ruling. It's going to be dismissed with prejudice."

Follow-up Note:

Judge Russell's decision was appealed but the Ninth Circuit Appellate Panel upheld Judge Russell's original decision taking note that,

"The bankruptcy court...found expert Blanco's testimony more persuasive than expert Moore's."
UNITED STATES BANKRUPTCY APPELLATE PANEL OF THE NINTH CIRCUIT, BAP No. CC-11-1323-KiDJu Filed DEC 16 2011. Page 18 Lines 5 and 6.



IN THE UNITED STATES BANKRUPTCY COURT

FOR THE EASTERN DISTRICT OF CALIFORNIA

SACRAMENTO DIVISION

BEFORE THE HONORABLE DAVID E. RUSSELL, JUDGE

---oOo---

In re:)	
)	
DEAD OAK ESTATES, INC.,)	Case No. 08-28230-R-7
)	
Debtor,)	
_____)	
)	
MICHAEL F. BURKART, in his)	
capacity as Trustee for the)	
Bankruptcy Estate of DEAD OAK)	
ESTATES, INC., and SUSAN)	
VINEYARD,)	
)	
Plaintiffs,)	
)	
vs.)	Adv. No. 09-02730
)	
ROBERT KUPKA and CYNTHIA)	
KUPKA,)	
)	
Defendants.)	
_____)	

REPORTER'S TRANSCRIPT

OF TRIAL - DAY 2

THURSDAY, MAY 12, 2011

2:00 P.M.

---oOo---

REPORTED BY:

SANDRA VON HAENEL
CSR NUMBER 11407

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A P P E A R A N C E S

For the Plaintiffs:

DESMOND, NOLAN, LIVACH & CUNNINGHAM
1830 15th Street
Sacramento, California 95811
BY: J. RUSSELL CUNNINGHAM & KRISTEN DITLEVESEN
ATTORNEYS AT LAW

For the Defendants:

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BY: GEORGE C. HOLLISTER
ATTORNEY AT LAW

LAW OFFICES OF WESLEY C.J. EHLERS
2600 Capitol Avenue
Suite 300
Sacramento, California 95816
BY: WESLEY C.J. EHLERS
ATTORNEY AT LAW

Also present:

MICHAEL BURKART, Chapter 7 Trustee

---oOo---

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I N D E X

WITNESS	EXAMINATION	BY	PAGE
DAVID MOORE	Direct	Ms. Ditlevsen	5
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---oOo---

E X H I B I T S

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DEFENDANTS '		
M	Report of James A. Blanco	61

---oOo---

1 code sections that were cited that you violated?

2 A. Well, I do have this settlement agreement, and I'll be
3 glad to pull that out for you --

4 Q. Okay.

5 A. -- and read that to you. I think what I see in your
6 hand is from the Web page of the Academy, and that's not
7 evidence.

8 Q. It is not evidence, no.

9 A. Yes. But I would say that the signed settlement
10 agreement between the parties is probably evidence. I'm not
11 an attorney. But I am looking for the jargon.

12 I'm not seeing it right here. I mean, it says other
13 things, and there's all the whereases. Whereas there is a
14 written complaint against Blanco; whereas the ethics
15 committee conducted a hearing; whereas Blanco was expelled.
16 I'm just highlighting. Whereas I filed an action with the
17 United States District Court in the Northern District of
18 California. And then whereas without admitting or conceding
19 any wrongdoing, fault, or liability of any kind, Blanco has
20 agreed to settle all disputes and will release all claims
21 against the American Academy of Forensic Sciences and enter
22 into this agreement. And the first point is they vacate the
23 expulsion.

24 Q. Okay.

25 Well, what I'd like to do is read to you something

1 that is not evidence, but it's a statement, and I'd like you
2 to tell me if you disagree if this is what the board found.

3 THE COURT: Why are we going into all of this?

4 MS. DITLEVSEN: I think it's important, your Honor.

5 THE COURT: Why?

6 MS. DITLEVSEN: It's important for --

7 THE COURT: I don't know what it's important about.

8 MS. DITLEVSEN: -- this witness's credibility.

9 THE COURT: Well, no. He's been attacked by your
10 witness. I don't see anything. He's answered as far as I
11 can see. He is really bonding.

12 I am satisfied completely that this man has done
13 nothing wrong. And, if anything, by using scientific
14 methods, he's probably a better examiner than your witness.

15 MS. DITLEVSEN: Your Honor, what I'm trying to --

16 THE COURT: I didn't even know that that was -- your
17 client was -- I mean that your expert was the one who was
18 making these complaints against this man.

19 MS. DITLEVSEN: Well, he was one of several people,
20 your Honor, but the claim was not he was using scientific --

21 MR. HOLLISTER: Objection, your Honor. That misstates
22 his testimony.

23 THE COURT: What?

24 MR. HOLLISTER: That he was one of several people.

25 MS. DITLEVSEN: I will represent to the Court he cited

1 two different names, Mr. Moore and another gentleman.

2 THE COURT: Yes, but one is a competitor in the
3 southern part of the state.

4 MS. DITLEVSEN: Correct, your Honor.

5 THE COURT: There's two competitors.

6 MS. DITLEVSEN: Okay.

7 The point would be that they actually found that he
8 improperly applied what would otherwise be a proper method
9 in a situation where it was improper to use it.

10 THE COURT: Then there was another person that came
11 along, an expert, by the way, in the use of ink products,
12 who said he would have been remiss had he not made that
13 test. So what you've got here is, you know, unless we have
14 another full trial about Mr. Blanco, he's got a decision
15 that says that his expulsion was reversed.

16 MS. DITLEVSEN: Well, under the settlement agreement
17 that he's offered, the board did not agree to revoke their
18 findings of the unethical behavior, and they found that he
19 improperly submitted to a court of law something that was --

20 MR. HOLLISTER: Your Honor, I'm going to object.

21 THE COURT: What are you talking about? That hasn't
22 been brought up yet. Yesterday it wasn't.

23 MS. DITLEVSEN: That's what I was just trying to get
24 to, your Honor. I do apologize if it was taking me too long
25 to get there. That's why I was trying to get to the

1 specific rules.

2 THE COURT: Well, you're going to have a hard time. I
3 believe this witness, everything he's said so far.

4 So, go ahead.

5 THE WITNESS: Can I clarify?

6 Dave Moore is the only person who filed the second
7 complaint, that he owns that one, just so we are clear.

8 I know there is a lot going on with a lot of
9 personalities, but Dave Moore alone filed the second
10 complaint that you're talking about right now that resulted
11 with the Academy and the vacation of the expulsion with the
12 Academy.

13 Q. BY MS. DITLEVSEN: And so the only individual person
14 that you've sued for filing a complaint against you?

15 THE WITNESS: No. But that's the first complaint back
16 in '04, the first one I already mentioned about photocopies.

17 MS. DITLEVSEN: Your Honor, I don't want to press the
18 issue if it's not going to --

19 THE COURT: I'm convinced that Mr. Blanco has done
20 nothing wrong. I have dealt with some organizations like
21 the one he's dealing with and, you know, frankly, they're a
22 bunch of old fogies who don't know what they're doing.

23 MS. DITLEVSEN: Maybe so.

24 THE COURT: So, you know -- and, of course, we don't
25 have the opposing witnesses here. I'm only hearing his side

1 of the story, but I have no reason to disbelieve what he's
2 testified to.

3 MS. DITLEVSEN: I can certainly bring Mr. Moore in to
4 explain.

5 THE COURT: I don't want to retry this. I don't want
6 to retry this.

7 MS. DITLEVSEN: I don't want to do that either.

8 THE COURT: I mean, I've retried what he has already
9 gone through. He's got his decision that says he's right,
10 and that's sufficient in my book.

11 MS. DITLEVSEN: All right.

12 Q. Then my only other question would be are there any
13 other certifying bodies in your field?

14 A. Yes, there is one other one, and it's a -- it has a
15 similar name. It's called the Board of Forensic Document
16 Examiners instead of the American Board, and the two
17 organizations are, well, they don't like each other.
18 They're just totally different animals, but there are two
19 organizations.

20 Q. And did you attempt to obtain certification from that
21 organization?

22 A. No. I've thought about it and I know those, the
23 people, the leaders of that group, and I have communications
24 with them almost weekly, but not at this point. But I'm
25 toying with the idea.

1 Q. Okay.

2 So at this time you are not certified by anybody?

3 A. That's correct.

4 MS. DITLEVSEN: Okay. Thank you.

5 MR. HOLLISTER: Just real quickly.

6 ---oOo---

7 VOIR DIRE EXAMINATION

8 BY MR. HOLLISTER:

9 Q. Mr. Blanco, did it come as a surprise to you that
10 you're being attacked today by Mr. Moore through counsel?

11 A. No. He does it pretty frequently.

12 Q. How often have you been challenged by him in a case
13 that you've been testifying against him or in competition
14 with him?

15 A. Well, when it's against Mr. Moore, every time, I'd say
16 every time since the first complaint. In fact, the very
17 first complaint that he filed against me with Howard Rile in
18 September of '04, immediately this was brought to the
19 attention of other opposing counsel to throw in my face,
20 even before that first complaint had time to run its course.
21 I mean, within months I was already having to answer
22 questions about it at depositions.

23 Q. So how many times would you say you've answered these
24 charges in cases involving Mr. Moore as a forensic examiner
25 on the other side of the case?

1 A. To include depositions?

2 Q. Yes.

3 A. Maybe 30 times.

4 Q. Okay.

5 And how many times have you been disqualified as an
6 expert based upon his allegations that you're not qualified
7 because you're not certified by particular boards or because
8 of this incident?

9 A. Never.

10 MR. HOLLISTER: Your Honor, I submit that he is
11 qualified.

12 THE COURT: I made that conclusion a long time ago.
13 This man is qualified.

14 MR. HOLLISTER: So we ask that we submit his testimony
15 into evidence as well his report.

16 THE COURT: All right. It will be admitted into
17 evidence.

18 And his report is what? Exhibit M?

19 MR. HOLLISTER: Exhibit M, and his alternative direct
20 testimony as well.

21 THE COURT: Exhibit M will be admitted.

22 ---oOo---

23 DIRECT EXAMINATION RESUMED

24 BY MR. HOLLISTER:

25 Q. So, Mr. Blanco, tell me, summarize what your task was

1 MR. CUNNINGHAM: Right. And what we briefed, your
2 Honor, is that --

3 THE COURT: And now you're saying, "Oh, well, jeez,
4 she transferred her interest in this thing before that, so
5 Robert Kupka's signature is enough."

6 Well, even your own expert said he could not -- he
7 could not dispose of the idea that this was a cut-and-paste
8 job.

9 MR. CUNNINGHAM: Your Honor, what he testified to was
10 that there is a continuum of certainty, and our burden of
11 proof here, your Honor, is a preponderance of the evidence,
12 which is that it's more likely than not.

13 THE COURT: I understand.

14 MR. CUNNINGHAM: And in --

15 THE COURT: That's the only little wimpy piece of
16 evidence that you have.

17 MR. CUNNINGHAM: But he testified -- he testified that
18 there is a continuum, and he testified that, to meet the
19 burden of proof --

20 THE COURT: I believe Mr. Blanco before I believe
21 Mr. Moore.

22 MR. CUNNINGHAM: And Mr. Blanco didn't give any
23 testimony on Robert Kupka's signature, your Honor.

24 THE COURT: He gave us plenty of testimony.

25 MR. HOLLISTER: Oh, my goodness.

1 And, your Honor, it will be short, and then you can do what
2 you want with the case after that. I'd just like to be able
3 to present that witness.

4 THE COURT: I don't think it's going to do your case
5 any good. You've given an offer of proof. It's on the
6 record. So even if you bring in this witness, it's not
7 going to change my mind. I told you that. So you're
8 wasting my time, you're wasting Mr. Hollister's time.

9 Let's just cancel this thing now, dismiss the case
10 with prejudice.

11 MR. HOLLISTER: Thank you, your Honor.

12 THE COURT: I think that's the way it should go.

13 MR. HOLLISTER: We would ask that.

14 THE COURT: And that's going to be my ruling. It's
15 going to be dismissed with prejudice.

16 And, like I say, I didn't even reach the point of the
17 prior proceeding where Mr. Kupka puts up his money to settle
18 what he thought would settle this thing years ago.

19 MR. CUNNINGHAM: And, again, your Honor, I think if we
20 can get to the evidence on that --

21 THE COURT: Yes.

22 MR. CUNNINGHAM: -- which hasn't been presented to
23 you --

24 THE COURT: It hasn't, and I said I'm not going there.
25 I'm not basing my decision upon that. But I'm just saying

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REPORTER'S CERTIFICATE

---oOo---

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

I, SANDRA VON HAENEL, certify that I was the official Court Reporter, and that I reported verbatim in shorthand writing the foregoing proceedings; that I thereafter caused my shorthand writing to be reduced to typewriting, and the pages number 1 through 128, inclusive, constitute a complete, true, and correct record of said proceedings:

COURT: United States Bankruptcy Court
Eastern District of California

JUDGE: THE HONORABLE DAVID E. RUSSELL

CAUSE: In re: DEAD OAK ESTATES, INC.

Case No. 08-28230-R-7
Adv. No. 08-02730

DATE: Thursday, May 12, 2011

IN WITNESS WHEREOF, I have subscribed this certificate at Sacramento, California, on the 26th day of May, 2011.

/s/ Sandra von Haenel
SANDRA VON HAENEL
CSR NUMBER 11407

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

CALIFORNIA
**Expert
Witness
Guide**
SECOND EDITION

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230 FRD 452, 462 (rejecting motion to supplement to attempt to remedy expert's initial inadequate review).

Federal Rule of Civil Procedure 26(b)(5) requires a party to notify other parties if the party is withholding materials otherwise subject to disclosure or discovery because the party is asserting a claim of privilege or work product protection. The party must describe the nature of the documents, communications, or things not produced or disclosed in a manner that, without revealing information itself privileged or protected, will enable other parties to assess the applicability of the privilege or protection.

Rule 26 does not necessarily provide litigants with any expert witness information that is beyond the purview of the former federal discovery procedures. What the revisions do, however, is make the information available in every case, on a different timetable, and in a changed format. See Shea, Kreps, & Solade, *Navigating Expert Discovery*, For the Defense 14 (Nov. 2010); Koski, *Mandatory Disclosure*, ABA J 85 (Feb. 1994). See also Keyte, *A Risk-Averse Guide for Working with Non-Testifying Consultants or Experts*, 17 *Antitrust* 30 (Spring 2003) (offering practical tips for maximizing protection for testifying expert and minimizing risk of opening up nontestifying expert to discovery).

§10.48A 2. Draft Experts' Reports

Experts frequently prepare written reports while their thinking is still in the formative stages or before all the facts are known. Thereafter, something may develop that requires modification or a shift in emphasis by the expert. Before the December 2010 amendments to Fed R Civ P 26, several courts had found draft reports of testifying experts to be discoverable under Rule 26(a)(2)(B). See e.g., *Trigon Ins. Co. v U.S.* (ED Va 2001) 204 FRD 277, 283; *W. R. Grace & Co. v Zotos Int'l, Inc.* (WD NY 2000) 2000 US Dist Lexis 18096, *30; *B.C.F. Oil Ref., Inc. v Consolidated Edison Co.* (SD NY 1997) 171 FRD 57, 65. See also Joseph, *Expert Spoliation*, 25 *Nat'l LJ B7* (Feb. 3, 2003) (summarizing *Trigon* and other cases dealing with production of draft reports). Under the December 2010 amendments, however, draft expert reports are generally protected from discovery. First, Rule 26(a)(2)(B)(ii) now expressly limits an expert's report to "facts or data" considered by the witness. Gone is the "or other information" phrasing that courts had relied on to

require disclosure of draft reports. Second, Rule 26(b)(4)(B) specifically extends work-product protection to “drafts of any report or disclosure required under Fed R Civ P 26(a)(2), regardless of the form in which the draft is recorded.” According to the Advisory Committee’s Notes, this protection applies both to experts who are required to submit a report under Rule 26(a)(2)(B) and to those who are subject only to disclosure under Rule 26(a)(2)(C).

§10.48B 3. Case-Specific Disclosure Requirements

The courts have authority to shape the scope and the timing of the disclosure requirements. See *Sylla-Sawdon v Uniroyal Goodrich Tire Co.* (8th Cir 1995) 47 F3d 277, 284. The courts also have that authority under Fed R Civ P 26(a)(2)(B) and (C). Thus, counsel must be careful to comply both with the Rule 26 provisions and with any case-specific disclosure requirements set out by the court. If a party does not comply with disclosure requirements in a court’s order, the court may restrict or exclude expert witness testimony. The court in *Sylla-Sawdon* restricted the plaintiff’s expert’s testimony to the matters the expert had disclosed in a very brief affidavit, and based on those limited facts, *Sylla-Sawdon* was not able to qualify the expert as an expert witness. 47 F3d at 283.

EXAMPLE▶ In the silicone breast implant litigation, Judge Pointer of the Judicial Panel for Multidistrict Litigation issued a series of orders that set out different procedures and timetables for disclosure by each of several categories of experts. See, e.g., *In re Silicone Gel Breast Implants Prods. Liab. Litig.* (ND AI 1999) 1999 US Dist Lexis 23526. The cases were later remanded back to the local district courts, including the district court of Nebraska. Some of the Nebraska plaintiffs violated Judge Pointer’s orders as well as the Nebraska court’s orders by missing deadlines and submitting written expert reports that were incomplete or unsigned. Under Fed R Civ P 37, the Nebraska court imposed monetary sanctions, restricted the testimony of some of plaintiffs’ experts to issues set out in those expert’s reports, and excluded some of plaintiffs’ experts altogether.

EXHIBIT 10

EXHIBIT 10

EXHIBIT 10



Designation: E2290 – 07a

Standard Guide for Examination of Handwritten Items¹

This standard is issued under the fixed designation E2290; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This guide provides procedures that should be used by forensic document examiners (Guide E444) for examinations and comparisons involving handwritten items and related procedures.

1.2 These procedures are applicable whether the examination and comparison is of questioned and known items or of exclusively questioned items.

1.3 These procedures include evaluation of the sufficiency of the material (questioned, or known, or both) available for examination.

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

1.5 This guide may not cover all aspects of unusual or uncommon examinations of handwritten items.

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

2. Referenced Documents

2.1 ASTM Standards:²

E444 Guide for Scope of Work of Forensic Document Examiners

E1658 Terminology for Expressing Conclusions of Forensic Document Examiners

E1732 Terminology Relating to Forensic Science

E2195 Terminology Relating to the Examination of Questioned Documents

3. Terminology

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

3.2 Definitions:

3.2.1 *known, n/adj*—of established origin associated with the matter under investigation. **E1732**

3.2.2 *questioned, n/adj*—associated with the matter under investigation about which there is some question, including, but not limited to, whether the questioned and known items have a common origin. **E1732**

3.3 Definitions of Terms Specific to This Standard:

3.3.1 *absent character, n*—a character or character combination which is present in one body of writing but is not present (for example, does not have a corresponding character) in another body of writing.

3.3.2 *character, n*—any language symbol (for example, letter, numeral, punctuation mark, or other sign), other symbol, or ornament.

3.3.3 *characteristic, n*—a feature, quality, attribute, or property of writing.

3.3.4 *comparable, n/adj*—pertaining to handwritten items that contain the same type(s) of writing and similar characters, words, and combinations. Contemporaneousness and writing instruments may also be factors.

3.3.5 *distorted writing, n*—writing that does not appear to be, but may be natural. This appearance can be due to either voluntary factors (for example, disguise, simulation) or involuntary factors (for example, physical condition of the writer, writing conditions).

3.3.6 *handwritten item, n*—an item bearing something written by hand (for example, cursive writing, hand printing, signatures).

NOTE 1—As used in this standard “handwriting” and “handwritten” are generic terms. Writing is generally, but not invariably, produced using the hand, and may be the result of some other form of direct manipulation of a writing or marking instrument by an individual.

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

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² For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard’s Document Summary page on the ASTM website.



3.3.7 *individualizing characteristics, n*—marks or properties that serve to uniquely characterize writing.

3.3.7.1 *Discussion*—Both class characteristics (marks or properties that associate individuals as members of a group) and individual characteristics (marks or properties that differentiate the individual members in a group) are individualizing characteristics.

3.3.8 *item, n*—an object or quantity of material on which a set of observations can be made.

3.3.9 *natural writing, n*—any specimen of writing executed without an attempt to control or alter its usual quality of execution.

3.3.10 *range of variation, n*—the accumulation of deviations among repetitions of respective handwriting characteristics that are demonstrated in the writing habits of an individual. (See *variation, 3.3.15*).

3.3.11 *significant difference, n*—an individualizing characteristic that is structurally divergent between handwritten items, that is outside the range of variation of the writer, and that cannot be reasonably explained.

3.3.12 *significant similarity, n*—an individualizing characteristic in common between two or more handwritten items.

3.3.13 *sufficient quantity, n*—that amount of writing required to assess the writer's range of variation, based on the writing examined.

3.3.14 *type of writing, n*—refers to hand printing, cursive writing, numerals, symbols, or combinations thereof, and signatures.

3.3.15 *variation, n*—those deviations among repetitions of the same handwriting characteristic(s) that are normally demonstrated in the habits of each writer.

3.3.15.1 *Discussion*—Since variation is an integral part of natural writing, no two writings of the same material by the same writer are identical in every detail. Within a writer's range of variation, there are handwriting habits and patterns that are repetitive and similar in nature. These repetitive features give handwriting a distinctive individuality for examination purposes. Variation can be influenced by internal factors such as illness, medication, intentional distortion, etc. and external factors such as writing conditions and writing instrument, etc.

4. Significance and Use

4.1 The procedures outlined here are grounded in the generally accepted body of knowledge and experience in the field of forensic document examination. By following these procedures, a forensic document examiner can reliably reach an opinion concerning whether two or more handwritten items were written by the same person(s).

NOTE 2—The phrase “written by the same person(s)” refers to physical generation of the writing, not to intellectual ownership of the content.

5. Interferences

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

5.2 Limitations can be due to submission of non-original documents, limited quantity or comparability, or condition of the items submitted for examination. Other limitations can

come from the quantity or comparability of the writing submitted, and include absent characters, dissimilarities, or limited individualizing characteristics. Such features are taken into account in this guide.

5.3 The results of prior storage, handling, testing, or chemical processing (for example, for latent prints) may interfere with the ability of the examiner to see certain characteristics. Whenever possible, document examinations should be conducted prior to any chemical processing. Items should be handled appropriately to avoid compromising subsequent examinations (for example, with clean cloth gloves).

5.4 Consideration should be given to the possibility that various forms of simulations, imitations, and duplications of handwriting can be generated by computer and other means.

6. Equipment and Requirements

6.1 Appropriate light source(s) of sufficient intensity to allow fine detail to be distinguished.

NOTE 3—Natural light, incandescent or fluorescent sources, or fiber optic lighting systems are generally utilized. Transmitted lighting, side lighting, and vertical incident lighting have been found useful in a variety of situations.

6.2 Magnification sufficient to allow fine detail to be distinguished.

6.3 Other apparatus as appropriate.

6.4 Imaging or other equipment for recording observations as required.

6.5 Sufficient time and facilities to complete all applicable procedures.

7. Procedure

7.1 All procedures shall be performed when applicable and noted when appropriate. These procedures need not be performed in the order given.

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

7.3 At various points in these procedures, a determination that a particular feature is not present or that an item is lacking in quality or comparability may indicate that the examiner should discontinue or limit the procedure(s). It is at the discretion of the examiner to discontinue the procedure at that point and report accordingly or to continue with the applicable procedures to the extent possible. The reasons for such a decision shall be documented.

7.4 Determine whether the examination is a comparison of questioned writing to known writing or a comparison of questioned writing to questioned writing.

7.5 Determine whether the questioned writing is original writing. If it is not original writing, request the original.

NOTE 4—Examination of the original questioned writing is preferable.

7.5.1 If the original is not submitted, evaluate the quality of the best available reproduction to determine whether the significant details of the writing have been reproduced with sufficient clarity for comparison purposes and proceed to the extent possible. If the writing has not been reproduced with sufficient clarity for comparison purposes, discontinue these procedures and report accordingly.



7.6 Determine whether the questioned writing appears to be distorted. If it appears to be distorted, determine whether it is possible to establish that the apparently distorted writing is natural writing.

7.6.1 If it is not natural writing, or if it is not possible to establish whether the apparently distorted writing is natural writing, determine whether the apparently distorted writing is suitable for comparison and proceed to the extent possible. If the available questioned writing is not suitable for comparison, discontinue these procedures and report accordingly.

7.7 Evaluate the questioned writing for the following:

7.7.1 *Type of Writing*—If there is more than one type of writing within the questioned writing, separate the questioned writing into groups of single types of writing.

7.7.2 *Internal Consistency*—If there are inconsistencies within any one of the groups created in 7.7.1 (for example, suggestive of multiple writers), divide the group(s) into sub-groups, each one of which is consistent.

7.7.3 Determine range of variation of the writing for each group or sub-group of the questioned writing created in 7.7.1 and 7.7.2.

7.7.4 Determine presence or absence of individualizing characteristics.

7.7.5 If the examination is a comparison of exclusively questioned writing, go to 7.12.

7.8 Determine whether the known writing is original writing. If it is not original writing, request the original.

NOTE 5—Examination of the original known writing is preferable.

7.8.1 If the original is not submitted, evaluate the quality of the best available reproduction to determine whether the significant details of the writing have been reproduced with sufficient clarity for comparison purposes and proceed to the extent possible. If the writing has not been reproduced with sufficient clarity for comparison purposes, discontinue these procedures and report accordingly.

7.9 Determine whether the known writing appears to be distorted. If it appears to be distorted, determine whether it is possible to establish that the apparently distorted writing is natural writing.

7.9.1 If it is not natural writing, or if it is not possible to establish whether the apparently distorted writing is natural writing, determine whether the apparently distorted writing is suitable for comparison and proceed to the extent possible. It should be determined whether additional known writing would be of assistance, and if so, it should be requested. If the available known writing is not suitable for comparison, discontinue these procedures and report accordingly.

7.10 Evaluate the known writing for the following:

7.10.1 *Type of Writing*—If there is more than one type of writing within the known writing, separate the known writing into groups of single types of writing.

7.10.2 *Internal Consistency*—If there are unresolved inconsistencies within any of the groups created in 7.10.1 (for example, suggestive of multiple writers), contact the submitter for authentication. If any inconsistencies are not resolved to the examiner's satisfaction, discontinue these procedures for the affected group(s), and report accordingly.

7.10.3 Determine range of variation of the writing for each group of the known writing created in 7.10.1 and 7.10.2.

7.10.4 Determine presence or absence of individualizing characteristics.

7.11 Evaluate the comparability of the bodies of writing (questioned writing to known writing or exclusively questioned writing).

7.11.1 If the bodies of writing are not comparable, discontinue comparison and request comparable known writing, if appropriate.

7.11.1.1 If comparable known writing is made available, return to 7.10. If comparable known writing is not made available, discontinue these procedures and report accordingly.

7.12 Conduct a side-by-side comparison of comparable portions of the bodies of writing.

7.12.1 Determine whether there are differences, absent characters, and similarities.

7.12.2 Evaluate their significance individually and in combination.

7.12.3 Determine if there is a sufficient quantity of writing (questioned writing, or known writing, or both).

7.12.3.1 If writing (questioned writing, or known writing, or both) is not sufficient in quantity for an elimination or an identification, continue the comparison to the extent possible. When appropriate, request more known writing. If more known writing is made available, return to 7.10.

7.12.4 Analyze, compare, and evaluate the individualizing characteristics and other potentially significant features present in the comparable portions of the bodies of writing.

NOTE 6—Among the features to be considered are elements of the writing such as abbreviation; alignment; arrangement, formatting, and positioning; capitalization; connectedness and disconnectedness; cross strokes and dots, diacritics and punctuation; direction of strokes; disguise; embellishments; formation; freedom of execution; handedness; legibility; line quality; method of production; pen hold and pen position; overall pressure and patterns of pressure emphasis; proportion; simplification; size; skill; slant or slope; spacing; speed; initial, connecting, and terminal strokes; system; tremor; type of writing; and range of variation.

Other features such as lifts, stops and hesitations of the writing instrument; patching and retouching; slow, drawn quality of the line; unnatural tremor; and guide lines of various forms should be evaluated when present.

Potential limiting factors such as age; illness or injury; medication, drugs or alcohol (intoxication or withdrawal); awkward writing position; cold or heat; fatigue; haste or carelessness; nervousness; nature of the document, use of the unaccustomed hand; deliberate attempt at disguise or auto-forgery should be considered.

For further details, see the referenced texts.

7.12.5 Evaluate the similarities, differences, and limitations. Determine their significance individually and in combination.

7.13 Form a conclusion based on results of the above analyses, comparisons, and evaluations.

8. Reporting Conclusions

8.1 The conclusion(s) or opinion(s) resulting from the procedures in this guide may be reached once sufficient examinations have been conducted. The number and nature of the necessary examinations is dependent on the question at hand.



E2290 – 07a

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

8.3 Refer to Terminology E1658 for reporting conclusion(s) or opinion(s).

9. Keywords

9.1 forensic sciences; handwriting; questioned documents

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- (1) Conway, J. V. P., *Evidential Documents*, Springfield, IL, Charles C. Thomas, 1959.
- (2) Harrison, W. R., *Suspect Documents*, London, Sweet and Maxwell, 1958 and 1966.
- (3) Hilton, O., *Scientific Examination of Questioned Documents*, New York, Elsevier, 1982.
- (4) Huber, R. A. and Headrick, A. M., *Handwriting Identification: Facts and Fundamentals*, Boca Raton, FL, CRC Press, 1999.
- (5) Osborn, A. S., *Questioned Documents*, 2d ed., Albany, NY, Boyd Printing Co., 1929.

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Designation: E2389 – 05

Standard Guide for Examination of Documents Produced with Liquid Ink Jet Technology¹

This standard is issued under the fixed designation E2389; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This guide provides procedures that should be used by forensic document examiners (Guide E444) for examinations of documents produced with liquid inkjet technology and related procedures.

1.2 These procedures are applicable whether the examination is of a questioned and known item(s) or of exclusively questioned item(s).

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

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

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

1.6 These methods are applicable to examinations involving copiers, printers, facsimile devices, and multifunction devices using ink jet technology.

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

2. Referenced Documents

2.1 ASTM Standards:²

D1968 Terminology Relating to Paper and Paper Products
E444 Guide for Scope of Work of Forensic Document Examiners

E1732 Terminology Relating to Forensic Science

E2195 Terminology Relating to the Examination of Questioned Documents

E2331 Guide for Examination of Altered Documents

F221 Terminology Relating to Carbon Paper and Inked

Ribbon Products and Images Made Therefrom

F909 Terminology Relating to Printers

F1156 Terminology Relating to Product Counterfeit Protection Systems³

F1457 Terminology Relating to Laser Printers

F1857 Terminology Relating to Ink Jet Printers and Images Made Therefrom

3. Terminology

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

3.1.1 *coalescence, n*—puddling or pooling of adjacent ink drops on the substrate before they can be dried or absorbed resulting in nonuniformity of color density. **F1857**

3.1.2 *cockle, n—of paper*, a defective, puckered condition of a paper sheet as a result of non-uniform hygro-expansion which can be related to any non-uniformity in the sheet, including mass distribution and drying stresses. **D1968**

3.1.3 *continuous spray, n*—ink jet technology where drops are generated at a regular unbroken rate. Images are then generated by deflections of the ink droplets after they are charged so they are either intercepted by a catcher and not permitted to impact the substrate or deflected to intercept the substrate at specific locations.

3.1.4 *cracking, n*—condition in which ink that has been absorbed into a substrate causes the coating to shrink to a state much smaller than the original coating dimension causing fractures in the image area. **F1857**

3.1.5 *crystallization, n*—condition in which ink evaporates and forms crystals. **F1857**

3.1.6 *drop on demand (DOD), n*—ink jet technology where drops are generated as needed to create an image.

3.1.7 *full-color copiers, n—of ink jet technology*, copiers that can reproduce color originals containing gradations of color. They have a minimum of three colored inks (cyan, magenta and yellow).

3.1.8 *image area, n*—area on a page occupied by all the printed information. **F1457**

3.1.9 *image density, n*—contrast between image and background as measured by densitometer. **F221**

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

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² For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

³ Withdrawn. The last approved version of this historical standard is referenced on www.astm.org.



3.1.10 *image*, *n*—optical counterpart of an object produced by means of an image producing device. **F221**

3.1.11 *ink jet printer*, *n*—nonimpact printer in which the characters are formed by projecting droplets of ink onto a substrate. **F909**

3.1.12 *landscape mode*, *adj*—printer output orientation in which printed lines run parallel to the direction of movement of the paper. **F1457**

3.1.13 *maximum print position*, *n*—rightmost point at which the printer can mark the paper. **F1457**

3.1.14 *nonimpact printer*, *n*—printer in which image formation is not the result of mechanical impacts. Examples are thermal printers, electrostatic printers, electrophotographic printers, and inkjet printers. **F909**

3.1.15 *offset*, *n*—unintentional transfer of ink (as from a freshly printed substrate). **F1857**

3.1.16 *piezoelectric*, *n*—ink jet technology where the electrically stimulated deformation of a crystal causes the expulsion of the droplets from the ink chamber.

3.1.17 *pixelation*, *n*—stairstepped or jagged effect resulting from analog to digital conversion.

3.1.18 *platen*, *n*—flat plate or roller used as a support for printing or copying a document. **F1156**

3.1.19 *portrait mode*, *adj*—printer output orientation in which print lines run perpendicular to the direction of movement of the paper. **F1457**

3.1.20 *printhead*, *n*—printing device of an ink jet printing system.

3.1.21 *printer output area*, *n*—maximum area on the page to which the printer will print. **F1457**

3.1.22 *raster output scanner*, *n*—output peripheral, either stand alone or within a printer, that converts computer data into a bit mapped image, which is sent to the host for storage or a printer for output. **F1457**

3.1.23 *slit glass*, *n*—alternate scanning surface found in some digital photocopiers used in conjunction with an automatic document feeder.

3.1.24 *smudge*, *n*—tendency of an image to smear or streak onto an adjacent area when rubbed; involves the redeposition of abraded material. **F221**

3.1.25 *thermal impulse*, *n*—ink jet technology where the rapid expansion of a bubble in the ink created by localized electrical heating expels the droplets from the ink chamber.

3.2 Definitions of Terms Specific to This Standard:

3.2.1 *banding*, *n*—uniform density variations or voids in a given color which appear in the direction that the printhead travels. **F1857**

3.2.2 *bleed*, *n*—ink feathering of one color into an adjacent color over time. **F1857**

3.2.3 *circularity*, *n*—ratio of a single ink dot height divided by its width with 1.0 being a perfect circle. **F1857**

3.2.4 *feathering*, *n*—ink spread over substrate causing fuzzy edges, spidery lines and poor print quality. **F1857**

3.2.5 *liquid ink jet device*, *n*—device in which the ink supply is in fluid (for example, solvent or aqueous) form.

3.2.6 *mottling*, *n*—nonuniformity of image density which follows patterns in the substrate or by non-uniform ink-substrate interaction. **F1857**

3.2.7 *satellite*, *n*—extraneous or undesirable ink droplets. (See also *spatter*, *spray*) **F1857**

3.2.8 *spatter*, *n*—type of extraneous or undesirable ink droplet originating when a portion of an ink droplet strikes the intended area and is deflected to an unintended area. **F1857**

3.2.9 *spray*, *n*—type of extraneous or undesirable ink dot near the printed zones which originate from the printhead. **F1857**

4. Significance and Use

4.1 The procedures outlined here are grounded in the generally accepted body of knowledge and experience in the field of forensic document examination. By following these procedures, a forensic document examiner can reliably reach an opinion concerning whether two or more documents produced with ink jet technology are from the same device, whether a particular device created the document, or the determination of the make or model of a device.

5. Interferences

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

5.2 Limitations can be due to the generation of the document(s), limited quantity or comparability, or condition of the items submitted for examination. Such features are taken into account in this guide.

5.3 The results of prior storage, handling, testing, or chemical processing (for example, for latent prints) may interfere with the ability of the examiner to see certain characteristics. The effects can include, but are not limited to, partial destruction of the substrate, stains, and deterioration of the ink. Whenever possible, document examinations should be conducted prior to any chemical processing. Items should be handled appropriately to avoid compromising subsequent examinations.

5.4 Consideration should be given to the possibility that various forms of manipulation and duplication of ink jet-produced items can be generated by computer, scanner, digital camera, graphic pad or other means.

5.5 Some ink supply units are interchangeable between different brands or models of machines. Some ink units are refillable and ink from suppliers other than the original manufacturer may be used.

5.6 Some multi-function devices utilizing toner technology can operate in either printing or copying mode, at different resolutions and can produce both multi-color (for example, CMYK) black or monochrome (for example, one color black). These various outputs from one machine have many significant differences among them.

6. Equipment and Requirements

6.1 Appropriate light source(s) of sufficient intensity to allow fine detail to be distinguished.

NOTE 1—Natural light, incandescent or fluorescent sources, or fiber optic lighting systems are generally used. Transmitted illumination, side lighting, and vertical incident lighting may be useful in a variety of situations.



6.2 Magnification sufficient to allow fine detail to be distinguished.

6.3 Rulers in metric, U.S. customary units, printers' measure, and desktop publishing units.

6.4 Other apparatus as appropriate (for example, measuring grids and magnetic detectors).

6.5 Imaging or other equipment for recording observations as required.

6.6 Reference materials can aid in the determination of a manufacturer.

6.7 Sufficient time and facilities to complete all applicable procedures.

7. Procedures

7.1 All procedures shall be performed (consistent with Toner Guide) and noted when appropriate. These procedures need not be performed in the order given.

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

7.3 At various points in these procedures, a determination that a particular feature is not present or that an item is lacking in quality or comparability may indicate that the examiner should discontinue or limit the procedure(s). It is at the discretion of the examiner to discontinue the procedure at that point and report accordingly or to continue with the applicable procedures to the extent possible. The reasons for such a decision shall be documented.

7.4 Determine whether the submitted questioned document(s) was produced with liquid ink jet technology. If not, discontinue examination and report accordingly.

7.5 Determine whether the examination is comparison of a questioned document(s) to a known document(s), a comparison of exclusively questioned documents, or is another type of examination of a questioned item(s) (e.g., to determine date limitations or class of machine).

7.6 Determine whether the questioned document(s) is suitable for examination, or comparison, or both. If it is not suitable, discontinue the procedure and report accordingly. Factors that affect the suitability include clarity, detail, or condition of the document.

7.7 If no known document(s) or device(s) was submitted, go to 7.9.

7.8 If a known document(s) is submitted, determine whether the known document(s) is suitable for examination, or comparison, or both. If it is not suitable, discontinue the procedure and report accordingly. Factors that affect the suitability include clarity, detail, or condition of the document.

7.9 If the original is not submitted, evaluate the quality of the best available reproduction to determine whether significant details have been reproduced with sufficient clarity for comparison purposes and proceed to the extent possible. If the reproduction is not of sufficient clarity for comparison purposes, discontinue these procedures and report accordingly.

7.10 If a device is examined, its condition should be noted. Service records should be requested and pertinent information noted and recorded.

7.10.1 *Discussion*—Consultation with a qualified technician may be advantageous or necessary.

7.11 Note the capabilities, features, and settings of any variable features on each device examined. If the device has internal memory, retain or recover any stored information.

7.12 Note visible external components of the device such as the platen, slit glass, collators, and cover/automatic document feeder that may contain physical evidence, obstructions, debris, correction fluid, marks, or scratches.

NOTE 2—Before taking exemplars, consideration must be given to the possible destruction or loss of physical evidence within the device (for example, fragments torn from the questioned document).

7.13 Prepare appropriate exemplars, taking into consideration the features of the device and possible chemical ink examinations.

7.14 Note damage to easily accessible internal components of the device such as the print head or paper transport mechanism.

7.15 If applicable, take additional exemplars.

7.16 If none of the exemplars are suitable for comparison and no others are obtained, discontinue these procedures and report accordingly.

7.17 Examine the questioned item(s), or the questioned and known items.

7.17.1 *Discussion*—The type of substrate used in an ink jet printer may affect the appearance of the ink such as banding, circularity, feathering, bleed, mottling, offset, spatter or satellite droplets.

7.18 Examination(s) for indentations (Guide E2291) may be performed for the purpose of visualizing indented writing or physical characteristics such as marks from the paper transport mechanism.

7.19 Various illumination techniques (color filtering, infrared, or ultraviolet) may be used to provide additional information such as security features or stains.

7.20 Examination(s) for alterations (Guide E2331) may be performed.

7.21 Identification of the typestyle(s) may provide useful information (for example, dating information).

7.22 Compare class characteristics (for example, paper supply system, ink type, marks caused by mechanics, color capability). If significant unexplainable differences exist, discontinue and report accordingly.

NOTE 3—Some ink supply units are interchangeable among different brands or models of machines and most units are refillable.

7.23 If possible, classify the device used to produce a questioned document(s). When identifying a manufacturer of a questioned item(s), refer to laboratory and published industry resources. If necessary, contact the device manufacturer or distributor for further information.

7.24 Compare individualizing characteristics such as wear and damage defects, misalignments, reproducible marks, banding, voids, and improper or extraneous ink transfer. Perform and note critical measurements, where needed.

NOTE 4—Successive copying on the same machine will make marks slightly out of register. Doubling or tripling of a pattern of dots or marks indicates, respectively, two or three generations of copies on the same machine. Copying on more than one device may bear the distinctive marks of all machines.



E2389 – 05

7.25 Evaluate similarities, differences, and limitations. Determine their significance individually and in combination.

NOTE 5—Care must be taken in the evaluation of characteristics as some may be caused by factors external to the print device (for example, artifacts from or manipulation of the source computer file) or characteristics common to a particular model of machine.

7.26 Reach a conclusion according to the criteria set forth in Section 8.

8. Report

8.1 Conclusion(s), opinion(s), or findings resulting from the procedures in this guide may be reached once sufficient examinations have been conducted. The number and nature of the necessary examinations is dependent on the question at hand.

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

8.3 *Identification*—When the examination reveals no significant differences between two or more items and there is agreement in significant individualizing characteristics, an identification is appropriate. There may be limitations.

8.4 *Elimination*—If significant differences between two or more items are found at any level of the analyses, an elimination may be appropriate. There may be limitations. There may be similarities.

8.5 *Qualified Opinions*—When there are limiting factors and the examination reveals similarities or differences of limited significance between two or more items, the use of qualified opinions can be appropriate. This opinion requires explanation of the limiting factors.

8.6 *No Conclusion*—When there are significant limiting factors, a report that no conclusion can be reached is appropriate. This opinion requires explanation of the limiting factors.

9. Keywords

9.1 facsimile devices; forensic sciences; ink jet; photocopiers; questioned documents

BIBLIOGRAPHY

(1) Doherty, P., "Classification of Ink Jet Printers and Inks," *Journal of the American Society of Questioned Document Examiners*, Vol 1,

No. 2, December 1998, pp. 88-106.

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EXHIBIT 11

EXHIBIT 11

EXHIBIT 11

Comparisons of Q1 through Q4 images

Q1- direct crop from "original tiff" file, not reprinted or rescanned

each day the project is delayed beyond that point.
e agreed upon project due date ifor the StreetFax software is
Providing web design is finished by May 27, 2003
on completion for the expanded project with working title

COI
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Q2- direct crop from June 30, 2010 filed version, not reprinted or rescanned

each day the project is delayed beyond that point.
is agreed upon project due date ifor the StreetFax software is
Providing web design is finished by May 27, 2003
on completion for the expanded project with working title

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Q3- direct crop from Aginsky scan, not reprinted or rescanned

each day the project is delayed beyond that point.
e agreed upon project due date ifor the StreetFax software is
Providing web design is finished by May 27, 2003
on completion for the expanded project with working title

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Q4- direct crop from Blanco scan of original, not reprinted or rescanned, but adjusted

each day the project is delayed beyond that point.
e agreed upon project due date ifor the StreetFax software is
Providing web design is finished by May 27, 2003
on completion for the expanded project with working title

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Enlargements of direct crops

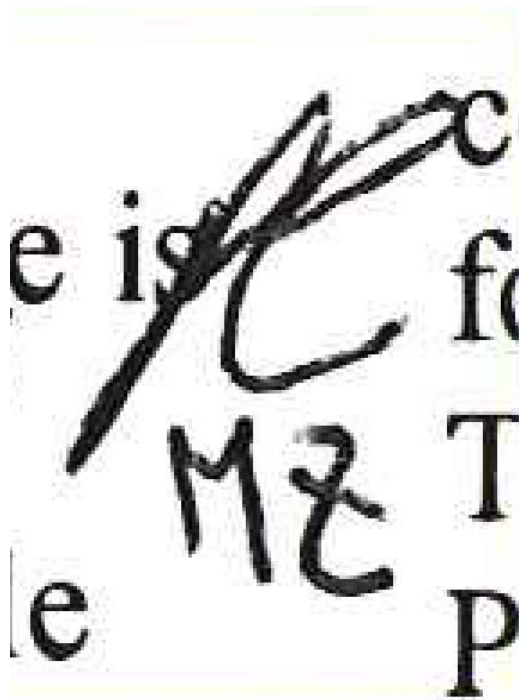
Q1- "original tiff"



Q2



Q3



Q4

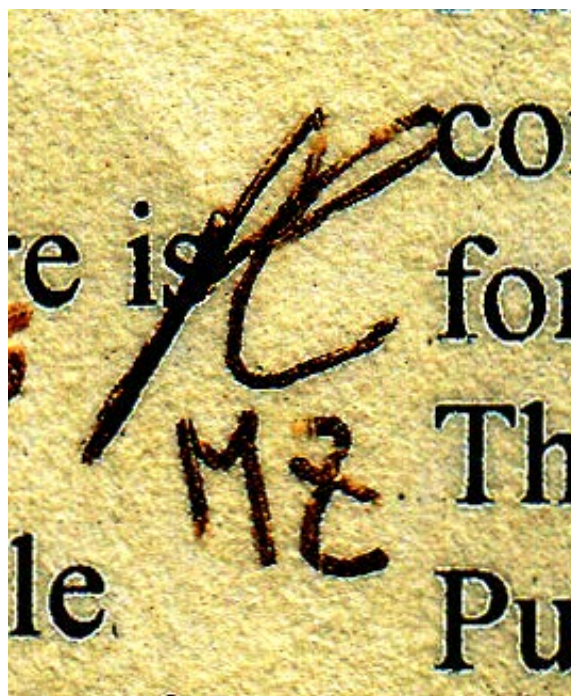


EXHIBIT 11.2



Enlargements of direct crops

Q1- "original tiff"



Q2



Q3



Q4



EXHIBIT 12

EXHIBIT 12

EXHIBIT 12

Q1 June 27 2010 tiff file sent by Ceglia to Argentieri

Note: all imagery is from the same source document file

Note the perceived changes introduced by changes in scanning, and, or output

Crop of "original tiff" file (which shows file properties of 200 ppi)

each day the project is delayed beyond that point.
I agreed upon project due date if for the StreetFax software is
Providing web design is finished by May 27, 2003
on completion for the expanded project with working title

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Test- 300 ppi scan of printout of "original tiff" file

each day the project is delayed beyond that point.
I agreed upon project due date if for the StreetFax software is
Providing web design is finished by May 27, 2003
on completion for the expanded project with working title

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Test- 150 ppi scan of printout of "original tiff" file

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Providing web design is finished by May 27, 2003
on completion for the expanded project with working title

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Test- 75 ppi scan of printout of "original tiff" file

each day the project is delayed beyond that point.
I agreed upon project due date if for the StreetFax software is
Providing web design is finished by May 27, 2003
on completion for the expanded project with working title

COI
for
The
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**Q1- "original tiff"
(direct crop from tiff)**

CO
for
Th
Pu

Q1- 300 ppi

CO
for
Th
Pu

Q1- 150 ppi

CO
for
Th
Pu

Q1- 75 ppi

CO
for
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Pu



EXHIBIT 13

EXHIBIT 13

EXHIBIT 13

OVERLAY of "Q1" over "Q3"

Q1 has been rendered in red for comparison purposes

each day the project is delayed beyond that point.
e agreed upon project due date ifor the StreetFax software is
Providing web designer is finished by MAY 27, 2003
on completion for the expanded project with working title

Q3 color unchanged (image is black and white)

each day the project is delayed beyond that point.
e agreed upon project due date ifor the StreetFax software is
Providing web designer is finished by MAY 27, 2003
on completion for the expanded project with working title



Progression of overlay of Q1 over Q3

Step 1- Q1 is offset from Q3

each day the project is delayed beyond that point.

we agreed upon project due date if for the StreetFax software is

each day the project is delayed beyond that point.

on completion for the expanded project with working title

on completion for the expanded project with working title

Step 2- Q1 positioned closer to Q3

each day the project is delayed beyond that point.

we agreed upon project due date if for the StreetFax software is

on completion for the expanded project with working title

on completion for the expanded project with working title

Step 3- Q1 positioned over the top of Q3

each day the project is delayed beyond that point.

we agreed upon project due date if for the StreetFax software is

on completion for the expanded project with working title

on completion for the expanded project with working title



EXHIBIT 14

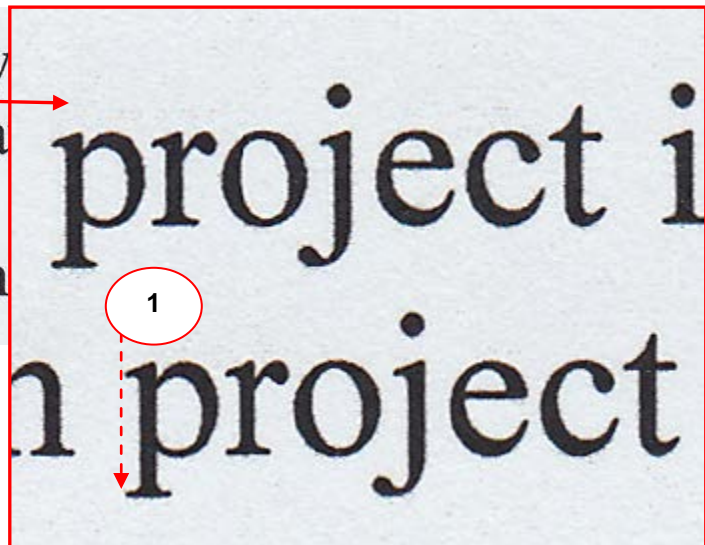
EXHIBIT 14

EXHIBIT 14

Demonstration: copying an original can cause changes to the appearance of typed and written information

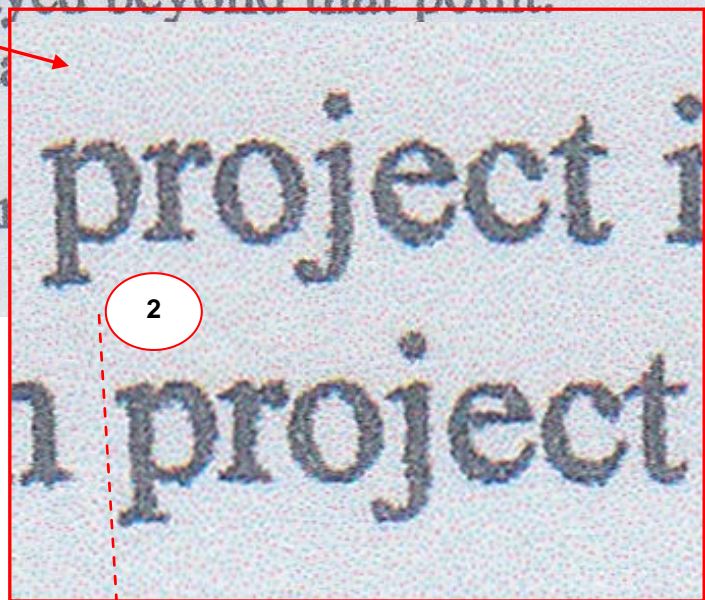
Original test sample used for machine printing tests.
Sample created using MSWord; Times New Roman at 12 points

each day the project is delay
e agreed upon project due da
on completion for the expans



Same test sample was printed, copied, scanned and printed again

each day the project is delayed beyond that point.
e agreed upon project due da
on completion for the expans



The staff of the "p" (dashed arrow 2) is slanted backwards in comparison to the other printed characters around it. The reproduction/copy process innocently caused a change to the original observed above (compare to dashed arrow 1)



EXHIBIT 15

EXHIBIT 15

EXHIBIT 15



Designation: E2331 – 04

Standard Guide for Examination of Altered Documents¹

This standard is issued under the fixed designation E2331; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This Guide provides procedures for examinations that should be used by forensic document examiners (Guide E444) for examinations involving altered documents.

1.2 These procedures are applicable whether the examination(s) are of questioned and known items, exclusively questioned items, or a single item.

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

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

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

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

2. Referenced Documents

2.1 ASTM Standards:²

E444 Guide for Scope of Work of Forensic Document Examiners

E1422 Guide for Test Methods for Forensic Writing Ink Comparison

E1732 Terminology Relating to Forensic Science

E2195 Terminology Relating to the Examination of Questioned Documents

E2291 Guide for Indentation Examinations

3. Terminology

3.1 Definitions:

3.1.1 For definitions of terms in this guide, refer to Terminologies E1732 and E2195.

3.2 Definitions:

3.2.1 *alteration, n*—a modification made to a document by physical, chemical or mechanical means including, but not limited to, obliterations, additions, overwritings, or erasures.

3.2.2 *digital image, n*—an image that is stored in numerical form.³

3.2.3 *digital image processing, n*—any activity that transforms a digital image.

3.2.4 *electrostatic detection device (EDD), n*—an instrument that uses electrostatic charge as the mechanism to visualize paper fiber disturbances (for example, indentations, erasures, typewritten material/lift off).

3.2.5 *erasure, n*—the area where material has been removed from a document by chemical, abrasive, or other means.

3.2.6 *fluorescence, n*—a process by which radiant flux of certain wavelengths is absorbed and reradiated non-thermally at other, usually longer, wavelengths. **E1422**

3.2.7 *infrared (IR), n*—referring to radiant flux having wavelengths longer than the wavelengths of light, usually wavelengths from about 760 nm to about 3 mm. **E1422**

3.2.8 *infrared luminescence (IRL), n*—the emission of radiant energy during a transition from an excited electronic state of an atom, molecule, or ion to a lower electronic state (fluorescence or phosphorescence, or both), where the spectrum of the excitation source is in the ultraviolet (UV) or visible region of the electromagnetic spectrum, or both, and the spectrum of the emitted energy is in the far red or infrared (IR) region of the electromagnetic spectrum. **E1422**

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

3.2.10 *transmitted light, n*—illumination that passes through a document.

3.2.11 *ultraviolet (UV), n*—referring to radiant flux having wavelengths shorter than the wavelengths of light, usually wavelengths from about 10 to 380 nm. **E1422**

3.2.11.1 *Discussion*—Long-wave UV usually refers to the spectral range of UV-A, with wavelengths from about 315 to 380 nm. Short-wave UV usually refers to the spectral range of UV-C, with wavelengths from 100 to 280 nm.

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

Current edition approved March 1, 2004. Published April 2004. DOI: 10.1520/E2331-04.

² For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

³ Scientific Working Group on Imaging Technologies (SWGIT) Definitions and Guidelines for the Use of Imaging Technologies in the Criminal Justice System, Forensic Science Communications, July 2001, Vol 3, Num. 3.



4. Significance and Use

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

5. Interferences

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

5.2 Limitations can be due to submission of non-original documents, limited comparability, or condition of the items submitted for examination (for example, items that are stained, soiled, water-damaged, charred, or shredded). Such features are taken into account in this Guide.

5.3 The results of prior storage, handling, testing, or chemical processing (for example, for latent prints) may interfere with the ability of the examiner to examine certain characteristics. Whenever possible, document examinations should be conducted prior to any chemical processing. Items should be handled appropriately to avoid compromising subsequent examinations.

6. Equipment and Requirements

6.1 Appropriate light source(s) of sufficient intensity and appropriate type to allow fine detail to be distinguished.

NOTE 1—Natural light, incandescent or fluorescent sources, or fiber optic lighting systems are generally utilized. Transmitted illumination, side lighting, and vertical incident lighting may be useful in a variety of situations.

6.2 Magnification sufficient to allow fine detail to be distinguished.

6.3 The following additional equipment may be used as required:

6.3.1 IR image conversion device or system with appropriate light sources and filters for use in IR and IR luminescence examinations.

6.3.2 UV lamps or view box, with both long and short wavelength lamps.

6.3.3 Imaging or other equipment for recording observations.

6.3.4 Measuring devices (for example, typewriter grids, magnifiers with reticule patterns, or appropriate software).

6.3.5 Electrostatic detection device.

6.3.6 Other equipment as appropriate.

6.4 Sufficient time and facilities to complete all applicable procedures.

7. Procedure

All procedures shall be performed when applicable and noted when appropriate. These procedures need not be performed in the order given.

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

7.2 At various points in these procedures, a determination that a particular feature is not present or that an item is lacking in quality or comparability may indicate that the examiner

should discontinue the procedure(s). It is at the discretion of the examiner to discontinue the procedure at that point and report accordingly or to continue with the applicable procedures to the extent possible. The reasons for such a decision shall be documented.

7.3 Examine the document for the presence of characteristics indicative of alterations. These can include, but are not limited to, the following:

NOTE 2—Care must be taken in the evaluation of the following characteristics that may occur in the normal preparation, handling, and storage of the document.

7.3.1 Overwriting,

7.3.2 Characteristics of multiple writing instruments,

7.3.3 Crowded or awkward placement of writing and/or printed text,

7.3.4 Paper fiber disturbance,

7.3.5 Use of different fonts, sizes, and/or styles,

7.3.6 Area(s) of discoloration,

7.3.7 Presence of an obscuring substance,

7.3.8 Smearing,

7.3.9 Uneven margins,

7.3.10 Different printing processes,

7.3.11 Irregular spacing and alignment, both vertical and horizontal,

7.3.12 Differences in fastening and binding mark,

7.3.13 Inconsistent handwriting features,

7.3.14 Unusual sequence of line intersections contrary to what may be claimed, and

7.3.15 Variations in paper characteristics.

NON-DESTRUCTIVE EXAMINATIONS

7.4 Non-destructive procedures shall be performed when applicable and need not be performed in the order given.

7.5 Examine the document macroscopically, or microscopically, or both.

7.6 Examine the document using various lighting techniques, such as side lighting (see Guide E2291), and transmitted lighting.

7.7 Examine the document using visualizing techniques such as UV, RIR, and IRL (see Guide E1422).

7.8 Make appropriate measurements.

7.9 Process the document using an EDD.

7.10 Examine the document with appropriate imaging techniques, such as photography or digital image processing.

7.11 Analyze, compare, and evaluate the findings.

7.12 Determine the need for destructive examinations. If unnecessary, discontinue examinations, reach a conclusion(s), and report accordingly.

DESTRUCTIVE EXAMINATIONS

7.13 Destructive examination techniques damage or otherwise change the document. They should be performed only after non-destructive methods have been exhausted.

7.13.1 The use of destructive examination methods may interfere with the potential for other types of forensic examinations (for example, chemical ink or latent print examinations).



E2331 – 04

7.13.2 Consultation with the submitter is advisable prior to destructive testing.

7.13.3 Prior to using these techniques, the item(s) should be appropriately documented.

7.13.4 These destructive techniques need not be performed in the order given.

7.14 Where an obscuring substance is present, use a solvent (for example, petroleum ether, liquid fluorocarbons) to make the paper translucent for visualization of any obscured entry(s).

NOTE 3—Prolonged exposure to solvents may affect the obscuring substance.

7.15 To remove an obscuring substance from the document(s), use of a solvent such as methanol or ethanol may be appropriate.

NOTE 4—Some solvents may dissolve ink or toner.

7.16 Physically remove (for example, abrade, scrape, or peel) the obscuring substance from the document.

7.17 For chemical ink examinations refer to Guide E1422.

NOTE 5—Chemical ink examinations may be conducted by other forensic specialists.

7.18 Analyze, compare, and evaluate the findings.

7.19 Reach a conclusion(s), and report accordingly.

8. Report

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

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

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

8.3.1 Whether alterations were observed.

8.3.2 Whether any of the altered entries were decipherable.

8.3.3 The text or description of altered entries.

8.3.3.1 Method or sequence of alterations.

8.3.4 Images of alterations and original entries.

8.3.5 Other information about the alterations.

9. Keywords

9.1 alterations; erasures; forensic sciences; insertions; obliterations; overwriting; questioned documents

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Designation: E2290 – 07a

Standard Guide for Examination of Handwritten Items¹

This standard is issued under the fixed designation E2290; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ϵ) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This guide provides procedures that should be used by forensic document examiners (Guide E444) for examinations and comparisons involving handwritten items and related procedures.

1.2 These procedures are applicable whether the examination and comparison is of questioned and known items or of exclusively questioned items.

1.3 These procedures include evaluation of the sufficiency of the material (questioned, or known, or both) available for examination.

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

1.5 This guide may not cover all aspects of unusual or uncommon examinations of handwritten items.

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

2. Referenced Documents

2.1 ASTM Standards:²

E444 Guide for Scope of Work of Forensic Document Examiners

E1658 Terminology for Expressing Conclusions of Forensic Document Examiners

E1732 Terminology Relating to Forensic Science

E2195 Terminology Relating to the Examination of Questioned Documents

3. Terminology

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

3.2 Definitions:

3.2.1 *known, n/adj*—of established origin associated with the matter under investigation. **E1732**

3.2.2 *questioned, n/adj*—associated with the matter under investigation about which there is some question, including, but not limited to, whether the questioned and known items have a common origin. **E1732**

3.3 Definitions of Terms Specific to This Standard:

3.3.1 *absent character, n*—a character or character combination which is present in one body of writing but is not present (for example, does not have a corresponding character) in another body of writing.

3.3.2 *character, n*—any language symbol (for example, letter, numeral, punctuation mark, or other sign), other symbol, or ornament.

3.3.3 *characteristic, n*—a feature, quality, attribute, or property of writing.

3.3.4 *comparable, n/adj*—pertaining to handwritten items that contain the same type(s) of writing and similar characters, words, and combinations. Contemporaneousness and writing instruments may also be factors.

3.3.5 *distorted writing, n*—writing that does not appear to be, but may be natural. This appearance can be due to either voluntary factors (for example, disguise, simulation) or involuntary factors (for example, physical condition of the writer, writing conditions).

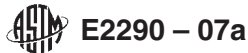
3.3.6 *handwritten item, n*—an item bearing something written by hand (for example, cursive writing, hand printing, signatures).

NOTE 1—As used in this standard “handwriting” and “handwritten” are generic terms. Writing is generally, but not invariably, produced using the hand, and may be the result of some other form of direct manipulation of a writing or marking instrument by an individual.

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

Current edition approved April 15, 2007. Published July 2007. Originally approved in 2003. Last previous edition approved in 2007 as E2290 – 07. DOI: 10.1520/E2290-07A.

² For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard’s Document Summary page on the ASTM website.



3.3.7 *individualizing characteristics, n*—marks or properties that serve to uniquely characterize writing.

3.3.7.1 *Discussion*—Both class characteristics (marks or properties that associate individuals as members of a group) and individual characteristics (marks or properties that differentiate the individual members in a group) are individualizing characteristics.

3.3.8 *item, n*—an object or quantity of material on which a set of observations can be made.

3.3.9 *natural writing, n*—any specimen of writing executed without an attempt to control or alter its usual quality of execution.

3.3.10 *range of variation, n*—the accumulation of deviations among repetitions of respective handwriting characteristics that are demonstrated in the writing habits of an individual. (See *variation, 3.3.15*).

3.3.11 *significant difference, n*—an individualizing characteristic that is structurally divergent between handwritten items, that is outside the range of variation of the writer, and that cannot be reasonably explained.

3.3.12 *significant similarity, n*—an individualizing characteristic in common between two or more handwritten items.

3.3.13 *sufficient quantity, n*—that amount of writing required to assess the writer's range of variation, based on the writing examined.

3.3.14 *type of writing, n*—refers to hand printing, cursive writing, numerals, symbols, or combinations thereof, and signatures.

3.3.15 *variation, n*—those deviations among repetitions of the same handwriting characteristic(s) that are normally demonstrated in the habits of each writer.

3.3.15.1 *Discussion*—Since variation is an integral part of natural writing, no two writings of the same material by the same writer are identical in every detail. Within a writer's range of variation, there are handwriting habits and patterns that are repetitive and similar in nature. These repetitive features give handwriting a distinctive individuality for examination purposes. Variation can be influenced by internal factors such as illness, medication, intentional distortion, etc. and external factors such as writing conditions and writing instrument, etc.

4. Significance and Use

4.1 The procedures outlined here are grounded in the generally accepted body of knowledge and experience in the field of forensic document examination. By following these procedures, a forensic document examiner can reliably reach an opinion concerning whether two or more handwritten items were written by the same person(s).

NOTE 2—The phrase “written by the same person(s)” refers to physical generation of the writing, not to intellectual ownership of the content.

5. Interferences

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

5.2 Limitations can be due to submission of non-original documents, limited quantity or comparability, or condition of the items submitted for examination. Other limitations can

come from the quantity or comparability of the writing submitted, and include absent characters, dissimilarities, or limited individualizing characteristics. Such features are taken into account in this guide.

5.3 The results of prior storage, handling, testing, or chemical processing (for example, for latent prints) may interfere with the ability of the examiner to see certain characteristics. Whenever possible, document examinations should be conducted prior to any chemical processing. Items should be handled appropriately to avoid compromising subsequent examinations (for example, with clean cloth gloves).

5.4 Consideration should be given to the possibility that various forms of simulations, imitations, and duplications of handwriting can be generated by computer and other means.

6. Equipment and Requirements

6.1 Appropriate light source(s) of sufficient intensity to allow fine detail to be distinguished.

NOTE 3—Natural light, incandescent or fluorescent sources, or fiber optic lighting systems are generally utilized. Transmitted lighting, side lighting, and vertical incident lighting have been found useful in a variety of situations.

6.2 Magnification sufficient to allow fine detail to be distinguished.

6.3 Other apparatus as appropriate.

6.4 Imaging or other equipment for recording observations as required.

6.5 Sufficient time and facilities to complete all applicable procedures.

7. Procedure

7.1 All procedures shall be performed when applicable and noted when appropriate. These procedures need not be performed in the order given.

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

7.3 At various points in these procedures, a determination that a particular feature is not present or that an item is lacking in quality or comparability may indicate that the examiner should discontinue or limit the procedure(s). It is at the discretion of the examiner to discontinue the procedure at that point and report accordingly or to continue with the applicable procedures to the extent possible. The reasons for such a decision shall be documented.

7.4 Determine whether the examination is a comparison of questioned writing to known writing or a comparison of questioned writing to questioned writing.

7.5 Determine whether the questioned writing is original writing. If it is not original writing, request the original.

NOTE 4—Examination of the original questioned writing is preferable.

7.5.1 If the original is not submitted, evaluate the quality of the best available reproduction to determine whether the significant details of the writing have been reproduced with sufficient clarity for comparison purposes and proceed to the extent possible. If the writing has not been reproduced with sufficient clarity for comparison purposes, discontinue these procedures and report accordingly.



7.6 Determine whether the questioned writing appears to be distorted. If it appears to be distorted, determine whether it is possible to establish that the apparently distorted writing is natural writing.

7.6.1 If it is not natural writing, or if it is not possible to establish whether the apparently distorted writing is natural writing, determine whether the apparently distorted writing is suitable for comparison and proceed to the extent possible. If the available questioned writing is not suitable for comparison, discontinue these procedures and report accordingly.

7.7 Evaluate the questioned writing for the following:

7.7.1 *Type of Writing*—If there is more than one type of writing within the questioned writing, separate the questioned writing into groups of single types of writing.

7.7.2 *Internal Consistency*—If there are inconsistencies within any one of the groups created in 7.7.1 (for example, suggestive of multiple writers), divide the group(s) into sub-groups, each one of which is consistent.

7.7.3 Determine range of variation of the writing for each group or sub-group of the questioned writing created in 7.7.1 and 7.7.2.

7.7.4 Determine presence or absence of individualizing characteristics.

7.7.5 If the examination is a comparison of exclusively questioned writing, go to 7.12.

7.8 Determine whether the known writing is original writing. If it is not original writing, request the original.

NOTE 5—Examination of the original known writing is preferable.

7.8.1 If the original is not submitted, evaluate the quality of the best available reproduction to determine whether the significant details of the writing have been reproduced with sufficient clarity for comparison purposes and proceed to the extent possible. If the writing has not been reproduced with sufficient clarity for comparison purposes, discontinue these procedures and report accordingly.

7.9 Determine whether the known writing appears to be distorted. If it appears to be distorted, determine whether it is possible to establish that the apparently distorted writing is natural writing.

7.9.1 If it is not natural writing, or if it is not possible to establish whether the apparently distorted writing is natural writing, determine whether the apparently distorted writing is suitable for comparison and proceed to the extent possible. It should be determined whether additional known writing would be of assistance, and if so, it should be requested. If the available known writing is not suitable for comparison, discontinue these procedures and report accordingly.

7.10 Evaluate the known writing for the following:

7.10.1 *Type of Writing*—If there is more than one type of writing within the known writing, separate the known writing into groups of single types of writing.

7.10.2 *Internal Consistency*—If there are unresolved inconsistencies within any of the groups created in 7.10.1 (for example, suggestive of multiple writers), contact the submitter for authentication. If any inconsistencies are not resolved to the examiner's satisfaction, discontinue these procedures for the affected group(s), and report accordingly.

7.10.3 Determine range of variation of the writing for each group of the known writing created in 7.10.1 and 7.10.2.

7.10.4 Determine presence or absence of individualizing characteristics.

7.11 Evaluate the comparability of the bodies of writing (questioned writing to known writing or exclusively questioned writing).

7.11.1 If the bodies of writing are not comparable, discontinue comparison and request comparable known writing, if appropriate.

7.11.1.1 If comparable known writing is made available, return to 7.10. If comparable known writing is not made available, discontinue these procedures and report accordingly.

7.12 Conduct a side-by-side comparison of comparable portions of the bodies of writing.

7.12.1 Determine whether there are differences, absent characters, and similarities.

7.12.2 Evaluate their significance individually and in combination.

7.12.3 Determine if there is a sufficient quantity of writing (questioned writing, or known writing, or both).

7.12.3.1 If writing (questioned writing, or known writing, or both) is not sufficient in quantity for an elimination or an identification, continue the comparison to the extent possible. When appropriate, request more known writing. If more known writing is made available, return to 7.10.

7.12.4 Analyze, compare, and evaluate the individualizing characteristics and other potentially significant features present in the comparable portions of the bodies of writing.

NOTE 6—Among the features to be considered are elements of the writing such as abbreviation; alignment; arrangement, formatting, and positioning; capitalization; connectedness and disconnectedness; cross strokes and dots, diacritics and punctuation; direction of strokes; disguise; embellishments; formation; freedom of execution; handedness; legibility; line quality; method of production; pen hold and pen position; overall pressure and patterns of pressure emphasis; proportion; simplification; size; skill; slant or slope; spacing; speed; initial, connecting, and terminal strokes; system; tremor; type of writing; and range of variation.

Other features such as lifts, stops and hesitations of the writing instrument; patching and retouching; slow, drawn quality of the line; unnatural tremor; and guide lines of various forms should be evaluated when present.

Potential limiting factors such as age; illness or injury; medication, drugs or alcohol (intoxication or withdrawal); awkward writing position; cold or heat; fatigue; haste or carelessness; nervousness; nature of the document, use of the unaccustomed hand; deliberate attempt at disguise or auto-forgery should be considered.

For further details, see the referenced texts.

7.12.5 Evaluate the similarities, differences, and limitations. Determine their significance individually and in combination.

7.13 Form a conclusion based on results of the above analyses, comparisons, and evaluations.

8. Reporting Conclusions

8.1 The conclusion(s) or opinion(s) resulting from the procedures in this guide may be reached once sufficient examinations have been conducted. The number and nature of the necessary examinations is dependent on the question at hand.



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

8.3 Refer to Terminology E1658 for reporting conclusion(s) or opinion(s).

9. Keywords

9.1 forensic sciences; handwriting; questioned documents

REFERENCES

- (1) Conway, J. V. P., *Evidential Documents*, Springfield, IL, Charles C. Thomas, 1959.
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- (3) Hilton, O., *Scientific Examination of Questioned Documents*, New York, Elsevier, 1982.
- (4) Huber, R. A. and Headrick, A. M., *Handwriting Identification: Facts and Fundamentals*, Boca Raton, FL, CRC Press, 1999.
- (5) Osborn, A. S., *Questioned Documents*, 2d ed., Albany, NY, Boyd Printing Co., 1929.

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1 **Important information that the defense experts have not taken into consideration:**

2 249. Defense experts have not considered the effects of how the extreme storage conditions
3 related to their procedures in processing the Facebook Contract. Neither did they consider the
4 ambient relative humidity during the days of testing of the Facebook Contract pages. Nor did they
5 consider the authorities in the field pertaining to the dangers of over handling of the documents. Nor
6 did they consider the warnings from the technical authorities in the field regarding excessive
7 processing by UV and other lighting sources. Nor did they consider the debilitating effects on a
8 document when exposed to humidity and heat. Nor did they consider the negative effects of over
9 processing by using electrostatic detection devices such as the ESDA. Nor did they show concern
10 for the documents condition by their rough handling of the document pages as is evidenced from
11 portions of the Video.

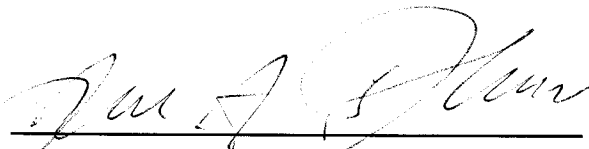
12 Since they were not present for the first day of testing (July 14, 2011) the other defendants' experts
13 (other than Romano) would not have been aware that Tytell used an oversized micrometer to
14 measure the paper thickness of the pages of the Facebook Contract. Consequently, these other
15 defendants' experts would not have considered in formulating their respective opinions that the
16 gouge/divot marks they observed on the documents had been caused by their fellow defense expert,
17 Peter Tytell. Nor have any of the defense experts considers other explanations for the lighter "tab"
18 areas (as described by Tytell) which other attributable cause is suntan lotion, or other lotion or
19 substance transferred to the document pages by hand either with, or without gloves. Consequently,
20 the defendants' experts have not considered the alternative explanations for the "tabbed" lighter
21 areas.

22
23 **Production by Plaintiff's experts to Defendants:**

24 250. In late October 2011, Plaintiff's experts produced copies of their "native format" imagery to
25 defendants for review and examinations. While defendants' experts have now had the benefit of that
26 discovery, Plaintiff's experts have had *no* official discovery of the work product of defendants'
27 experts.
28

1 I hereby declare under penalty of perjury and pursuant to 28 U.S.C. 1746 that the following
2 is true and correct:

3 DATED: June 4, 2012

4
5 
6 _____
7 JAMES A. BLANCO

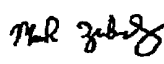
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EXHIBIT 16

EXHIBIT 16

EXHIBIT 16

97100174 ZUCKERBERG, MARK ELLIOT
 Image Loc: 2002273L370MAIL

You can use this form to: <input type="checkbox"/> register to vote <input type="checkbox"/> report that your name or address has changed <input type="checkbox"/> register with a party		This space for office use only.			
Please print in blue or black ink		First Name		Middle Name(s)	(Circle one) Jr Sr II III IV
1	Mr. Mrs. Miss Ms. Mx. Last Name Zuckerberg	First Name Mark		Middle Name(s) Elliot	
2	Address (see instructions) - Street (or route and box number) 2 Rusch Place		Apt. or Lot #	City/Town Dobbs Ferry	State NY Zip Code 10522
3	Address Where You Get Your Mail If Different From Above (see instructions)		City/Town	State	Zip Code
4	Date of Birth 05 / 14 / 84	5	Telephone Number (optional)	6	ID Number (see item 6 in the instructions for your State)
7	Choice of Party (see item 7 in the instructions for your State)		8	Race or Ethnic Group (see item 8 in the instructions for your State)	
9	I swear/affirm that: <input type="checkbox"/> I am a United States citizen <input type="checkbox"/> I meet the eligibility requirements of my state and subscribe to any oath required. (See item 9 in the instructions for your state before you sign.) <input type="checkbox"/> The information I have provided is true to the best of my knowledge under penalty of perjury. If I have provided false information, I may be fined, imprisoned, or (if not a U.S. citizen) deported from or refused entry to the United States.		Please sign full name (or put mark)  Date: 05 / 09 / 02 Month Day Year		
10	If the applicant is unable to sign, who helped the applicant fill out this application? Give name, address and phone number (phone number optional).				

RECEIVED
 BOARD OF ELECTIONS
 WESTCHESTER COUNTY
 N.Y.
 JUN 19 2006 3:02 PM

Attention: BESSIE
 Fax: 585-593-6780

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT MAY ASSOCIATED WITH THE SIGNATURE LINE. ABSENCE OF THESE FEATURES MAY INDICATE A COPY.

In New York: COMMUNITY BANK, N.A.
 In Pennsylvania: First Liberty Bank and Trust a division of COMMUNITY BANK, N.A.

4107030828

FOR: April 25, 2003

PAY TO THE ORDER OF: **COMMUNITY BANK, N.A.** 3,000.00 3,000.00
 * **CASHIER'S CHECK**

PAY TO THE ORDER OF: **Mark Zuckerberg**
 010422025 020 0001 0009 07

NOTES: PAYABLE THROUGH B&T CHARLESTON, WV

[Signature]
 AUTHORIZED SIGNATURE

410519003 83004 10 70308 283 010000000000

FLEET
 355 85 11 50 325961
 02010000
 010422025 020 0001 0009 07

006025433 010422025 020 0001 0009 07

For Deposit - #14105

COMMUNITY BANK, N.A.
 113 North Main St.
 Wellsville, NY 14895

Bessie Jones
 CSP II
 8/13/10

Mark Zuckerberg
2734 Harvard Yard Mail Center
Cambridge, MA 02138
914.646.8593

StreetFax Back-End Technical Specification

Non-technical Explanation:

To make the specification more readable, I will give an overview of the functionality of the system described by the set of scripts and applications below.

The first section deals with logon and security. The first script makes sure that the interface through which users log into the system is completely secure, using the latest methods of commercial cryptography. It will verify if the user has the privileges to enter the system, and if they do, it admits them. The second script protects the system from being entered through a page other than the logon page. If the only security was at the logon screen, then a person could just go to a different page and bypass the logon completely. This script will ensure that the user is logged in before it grants access to any page on the site. The third script in this section will allow the site administrators to create and edit usernames and account information. This is critical for customers who do not create their accounts through the site.

The second section deals with e-commerce. Much of the discussion here is about the different options of registration with SSL and VeriSign. The scripts we develop will use these technologies to perform secure e-commerce transactions. It will allow users to register on a subscription and individual-use basis. All actions performed by users in this section of the site will be logged in a database and can be used to generate reports later on.

The third section deals with searching the database of images. The user will enter two streets to search for their intersection, and then a script we write will search the database. If multiple intersections are found, the user will be shown a list with the towns and states to choose from. If, after reviewing the choices, there is still no an accurate match, the user will be routed to another page which will ask them to specify a state and city for a more detailed search. From their selection, the user is taken to another page with the list of intersections matching their search in the specified area. The user can choose an intersection to search for images. If only a single intersection is returned from the original search, then the images from that intersection are automatically brought up. The images will be displayed in alphabetical order with any signs at the top of the page above the photographs of the intersections. The script that retrieves the images from the database will also construct the necessary sentence describing the image from information in the database. If at any point no intersection is found, the user will be taken to a site that asks them if they want to pay to have those images acquired for them within 24 hours, this screen will appear as a half page with the nearest possible matches above it. They can search these pictures by clicking on any one of the intersections to

2. Highlighted Maps
 - a. This feature will be difficult to implement since it will require someone to go through the database and add information to all of the old entries. At this point, that does not seem like an economical use of resources. We can try to implement this enhancement later on, perhaps using a different algorithm.

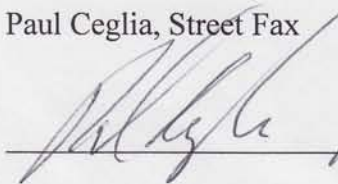
3. Automated Database Applications
 - a. It was a little unclear to me what sort of automated database cleanup you wanted, but I definitely see room for redundant entry filtering, data linking, and priority sorting to help increase the efficiency of the system. This can come after the basic development.
 - b. Scripts that query the database to find results from a specific photographer and that email photographers when photographs have not been submitted on time. This functionality also seems less important in getting the system up and running.

4. Robust Photographer Interface
 - a. This feature will take the form of a powerful custom server application that photographers can log into to use dynamic functionality within the assignment and request systems. It will also provide the photographers with extra tools for batch uploading and perhaps editing of their images.

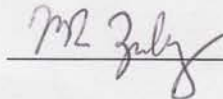
5. Anti-Hacker System
 - a. An additional system to ensure the security of the server and maintain the integrity of the information inside. Since some of the data, namely credit card numbers and passwords, is sensitive, this extra functionality is highly recommended in the long term.

This specification will be approved with appropriate signatures below.

Paul Ceglia, Street Fax

 4/28/03

Mark Zuckerberg

 04.28.03

REDACTED

REDACTED



SAVVYSPACE INTERNET DATA CENTER COLOCATION SERVICE AGREEMENT

THIS AGREEMENT is made between Savvy Networks, Inc., (hereinafter "SavvySpace"), a New York corporation having its main offices at 777 Old Saw Mill Road, Tarrytown, NY 10591, and Thefacebook having its main offices at 249 Kirkland Mail Center Cambridge MA 02138, (hereinafter "Customer").

WHEREAS, Customer desires to obtain from SavvySpace certain connectivity and Colocation services from SavvySpace facilities, and to be integrated into the Network architecture of SavvySpace, the SavvySpace network being a portion of the Internet; and

WHEREAS, SavvySpace is willing and able to provide such services to Customer

THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree and intend to be legally bound, as follows:

1. Definitions

The following terms shall have the following meanings for purposes of this agreement.

1. **Colocation Site** shall mean the location of the POP in which Space for Customer's Equipment, is made available by SavvySpace.
2. **End User** shall mean any person enabled, through a data connection over the Internet to access, use, purchase, download, or otherwise interact with the content, which is located on or distributed by means of the Equipment.
3. **Content** shall mean electronic data, software, programs, or information provided by Customer and made available to End Users by means of the Equipment, which may include, but is not limited to, advertisements, product information, database records, publications, articles, announcements, news, software services, electronic exhibitions, games and entertainment of various types.
4. **Equipment** shall mean computer, networking, and data communications hardware and software (typically including one or more World Wide Web servers) owned, located and maintained by customers in the available Space.
5. **Network** shall mean the TCP/IP-based data communications network (including all hardware, software, telecommunications facilities and equipment) owned, operated and utilized by SavvySpace, through which End Users may access Customer's Content via the Internet.
6. **POP** shall mean a Network point-of-presence where the Space for the equipment will be located.
7. **Space** shall mean the area within a SavvySpace controlled suite, cage, cabinet or rack, provided by SavvySpace and set aside for Customer Equipment in the Colocation Site.

2. Space Specifics

1. Environment:

SavvySpace shall provide environmentally controlled Space within the Colocation Site in which to house the Customer Equipment. SavvySpace will adequately condition the air within the Space by maintaining cooling and dehumidification at accepted industry standard levels.

2. Power Requirements:

SavvySpace shall provide redundant main feeds of fused and filtered AC power service 24 hours a day, 7 days a week. SavvySpace will be responsible for the payment of ongoing power usage fees to the local power utility. Power outages may be required from time to time as power systems are serviced or upgraded. SavvySpace will inform Customer in advance of any scheduled power outage and the expected duration of the outage. Each room, cabinet or rack shall be backed up by SavvySpace with our central UPS (uninterrupted power supply) and backup power system as part of the monthly service fees.

THE PARTIES BELOW REPRESENT AND WARRANT THAT THEY HAVE FULL CORPORATE POWER AND AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT AND TO PERFORM THEIR OBLIGATIONS HEREUNDER, AND THAT THE PERSON WHOSE SIGNATURE APPEARS BELOW IS DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE PARTY WHOM THEY REPRESENT. IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE SET FORTH:

Print Name Of Authorized Representative: _____

Signature: X MR Zuby _____

Date: _____

Title: _____

Authorized Savvy Representative: Arthur Cerrati

Signature: [Signature] _____

Date: March 24, 2004

Title: Sr. Vice President Sales



SAVVYSPACE INTERNET DATA CENTER
DEDICATED SERVER and COLOCATION ORDER FORM

Customer Name: Thefacebook
Mark Zuckerberg (914) 646 8593
249 Kirkland Mail Center
Cambridge, MA 02138

Date : March 24, 2004
Quotation No : AC2004240302A

Service Code	Description of Service	Qty	Non-Recurring Fees	Monthly Fees
MGD DED SVR	Managed P4 Supermicro 1U Server w/2.8Ghz, 1 GB RAM, 60 GB HDD, Redhat 9. MySQL 3.23, PHP 4.22 and PERL 5.8	5	\$1,400.00	\$1,750.00
COLO 1U	Physical 1U Colocation Space	5	\$300.00	Included
BDWTH	2 Mbps Internap Bandwidth	1	\$250.00	\$600.00
MGD SVC	Level II Hands Managed Service	5	Included	Included
POWER	110VAC Power	5	Included	Included
SUBTOTAL	Assessed Budget Partner Discount		\$1,950.00	\$2,350.00
TOTAL			\$1,950.00	\$2,350.00

Notes:

¹ Variable cost rate is based on 95th percentile bandwidth usage as measured by our monitoring and traffic graphing system. This agreement includes a base of 2 Mbps of InterNAP bandwidth via our private NAP. The total monthly cost above does not include variable costs, which may apply due to additional demand bandwidth use. Bandwidth consumed above your base rate of 2 Mbps will be charged at a rate of \$ 0.80 per additional 1 K.

The customer is responsible for providing a router for the local private line(s). Savvy will provide a managed router for your use at an additional fee of \$ 150.00 per month or a one-time fee of \$ 1,499.95 on 1 year contract or \$ 1299.95 on two year or more contract.

Standard billing for support services will be offered at a discounted rate of \$150 per hour, with 15 minute minimum blocks at \$37.50 each. Support package displayed above. Additional time purchased in 10 hour packages at \$ 120.00 per hour rate which are sold in 10 hour increments with additional rate discounts with multiple 10 hour bundles.

SAVVY000105



**SAVVYSPACE INTERNET DATA CENTER
SERVER COLOCATION ORDER FORM
PAGE 2**

Customer Name:

Date : March 24, 2004

Quotation No : AC2004240302A

Customer commits to purchasing the Services for the minimum term of 24 months stated in the Agreement. The initial term shall commence as of the first billing cycle during which Services are provided to Customer. After the initial term and any successor term, this Agreement will renew automatically for an additional twelve (12) month period, unless either Party provides written notice of cancellation at least sixty (60) days prior written notice of the expiration date of the initial term. Circuits placed in service shall have a minimum term of twelve (12) months from the date they are first placed in service. If customer provides a notice of cancellation and continues to use a Service beyond the expiration date of the Term, the rates and charges applicable to Customer will be automatically converted to a month-to-month pricing plan.

A signed order if including all of the above will require an advance payment of **\$6,650.00**, which constitutes the first and last month of colocation service, plus the non-recurring setup fee. Invoices from the second month on will be billed at a rate of **\$2,350.00** per month in advance of service and must be paid by the 10th of the billing period month to avoid service interruption by our billing system.

IMPORTANT INFORMATION:

- (1) By submitting an Internet Data Center Colocation Order Form to Savvy Networks, Inc. (SavvyNet), Customer hereby places an order for the Internet Data Center Colocation Services described herein pursuant to the terms and conditions of the Internet Data Center Colocation Services Agreement between Customer and SavvyNet.
- (2) Billing will commence on the earlier of the Installation Date indicated below or the date Customer actually installs its equipment at SavvyNet or SavvyNet begins providing Internet Data Center Services. All Setup Fees and First and Last Payment of the Monthly Fees, will be billed and due upon Customer signing this IDC Colocation Order Form.
- (3) SavvyNet will provide the Internet Data Center Services pursuant to the terms and conditions of the IDC Colocation Services Agreement, which incorporates this Form. The terms of this Form supersede, and by accepting this Form SavvyNet hereby rejects, any conflicting or additional terms provided by Customer in connection with SavvyNet's provisioning of Internet Data Center Services. If there is a conflict between this Form and any other Form provided by Customer and accepted by SavvyNet, the Form with the latest date will control.
- (4) SavvyNet will not be bound by or required to provide Internet Data Center Services pursuant to this Form or the IDC Colocation Agreement until each is signed by an authorized representative of SavvyNet.
- (5) If this agreement is cancelled by the Customer before the end of term, for reasons not due to deficiencies of SavvyNet, Customer agrees to pay a service cancellation fee equal to 70% of the value of the outstanding balance of the agreement.

SAVVY000106



SAVVYSPACE INTERNET DATA CENTER
SERVER COLOCATION ORDER FORM
PAGE 3

Customer Name:

Date : March 24, 2004
Quotation No : AC2004240302A

Our Spam Policy:

(1) Savvy Networks reserves the right to charge \$500 per complaint to investigate each incident. (2) Savvy Networks will not deal with your customers or their customers or anyone else. If you are our Customer, we expect you to deal with spam from or advertising for sections of your network. (3) If we get a first complaint, forward it on to you, and don't receive a response indicating the complete resolution of the complaint within 24 hours, we may black hole the IP address range involved in the spam complaint until we are convinced that the problem is resolved. In particular, we are concerned with spam that not only originates from your network, but also that advertises sites hosted on your network. (4) If we get repeat complaints and it is clear that the problem has not been resolved, we may black hole the section of IP space involved in the spam complaint until we are convinced that the problem is resolved. If so, we will contact you as soon as is feasible. (5) We reserve the right, per our contract with you, to black hole the section of IP space involved in spam or Denial-of-Service complaints if it is clear that the offending activity is causing great harm to parties on the Internet. In particular, if open relays are on your network or a customer's network, or if denial of service attacks are originating from your network. In certain rare cases, we may have to do this before attempting to contact you. If we do this, we will contact you as soon as is feasible.

CUSTOMER to complete:

CUSTOMER HAS READ, UNDERSTANDS AND HEREBY SUBMITS THIS ORDER.

Installation Date: _____

Date: 3/30/04
(Effective Service Order Date of Colocation Agreement)

Company: Theface Book

Submitted By: [Signature]
(Authorized Signature)

Print Name: Mark Zuckerberg Title: President

Accepted By Savvy Networks, Inc.

[Signature] SAVP
(Authorized Signature) (Title)

Please provide complete payment information

Check: _____ Check Number or Credit Card: _____ American Express: _____ VISA: _____ MasterCard: _____ Discover

Account Number: _____ Expiration Date: _____

SAVVY000107

Card Billing Address with Zip Code: _____

Cardholder Name: _____

Authorized Signature: MR Zely Date: _____

Date: _____ Auth Code#: _____

Fax Number: 1 (801) 697-5318

\$10,000.00 TODAY
\$5,000.00 WIN 45 DAYS

Covers: 6 mos MRC

Contact Person Information:

Arthur Cerrati Phone #: (914) 345-0373
e-mail: acerrati@savvy.net

W/INSTALL
AC

MR Zely

REDACTED

REDACTED

REDACTED

REDACTED

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T-372 P.018/024 F-407



MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into on August 9, 2004 ("M&A Effective Date") (to be completed by Equinix after receipt) by and between Equinix Operating Co., Inc. ("Equinix") and the undersigned customer ("Customer") and includes the following exhibits:

- a. Exhibit A - Confidentiality Provisions; and
- b. Exhibit B - Sublicensing Provisions.

Capitalized terms used herein but not otherwise defined will have the meaning ascribed to them in Section 10.

1. Services.

Subject to the terms and conditions set forth in this Agreement, Equinix will provide the Services to Customer.

2. Ordering.

a. Customer may request Services during the Term by (i) executing a Sales Order (ii) placing an Online Order, or (iii) placing a Phone Order. Each Order, which will only be effective when accepted by Equinix, will be governed by the terms and conditions of this Agreement.

b. Equinix will provide Customer with an account and password to access the Customer Care Website. Customer is responsible for maintaining the confidentiality of his account and password and for restricting and granting access thereto. Notwithstanding anything in this Agreement to the contrary, Customer is responsible and liable for all activities that occur under Customer's account (including all payments owed for any Order that are placed under Customer's account), regardless of whether such activities are conducted by Customer, a Sublicensee or any other third party, and regardless of whether such Orders are authorized by Customer. Equinix has no obligation to verify that anyone using Customer's account and password has Customer's authorization.

3. Payment Terms and Taxes.

a. Unless otherwise agreed between the parties in writing, Service Fees for the Services will begin to accrue on the Billing Commencement Date. Equinix will invoice Customer for the Services on a monthly basis (partial months will be billed on a pro rata basis) and Customer will pay for the Services in accordance with this Section 3 and the Orders. Customer will pay in full all invoices from Equinix within thirty (30) days of the date of invoice. Any past due amounts owed by Customer will accrue interest at the lesser of one and a half percent (1.5%) per month or the highest rate permitted by applicable law. Unless otherwise stated in the Order, all invoices will be paid in U.S. Dollars.

b. The Service Fees for Services ordered through Sales Orders will be listed on the Sales Orders. For all other Orders, the Service Fees for Services will be Equinix's then-current list price for such Services, unless otherwise agreed to by the parties in writing. Customer agrees to pay for the Services for the duration of the Term. Notwithstanding anything in this Agreement to the contrary, for each Service, upon the expiration of the Initial Service Term, the rates and fees for Services will be subject to change, at Equinix's reasonable discretion, upon sixty (60) days' prior notice to Customer.

c. Notwithstanding anything to the contrary in this Agreement, the rates and fees for Power Services ordered by Customer will remain in effect for one (1) year from the beginning of the Service Term for such Power Services, and thereafter, the rates and fees for the Power Services will be subject to change, at Equinix's reasonable discretion, upon sixty (60) days' prior notice to Customer.

d. Customer will pay all Taxes and third-party charges related to the ownership and operation of Customer's Equipment and the activities

of Customer at each IBX Center, or attributable to, each IBX Center. Without limiting the foregoing, Customer will be responsible for paying any and all Taxes separately imposed, levied or assessed against Customer by, and preparing and filing any necessary return with, any governmental, quasi-governmental or tax authorities by the date such payments and returns are due. In no event will Customer's Equipment be construed to be situated.

e. Service Fees are exclusive of any Taxes imposed on Service Fees. Customer will be responsible for paying any Taxes imposed on Service Fees at the same time it pays the Service Fees. Customer will be responsible for timely paying in full all Taxes.

f. If Customer is required to make any deduction or withholding or to make any payment, on account of any Taxes in any jurisdiction, in respect of any amounts payable hereunder by Customer to Equinix, such amounts will be increased to the extent necessary to ensure that after the making of such deduction, withholding or payment, Equinix receives when due and retains (free from any liability in respect of any such deduction, withholding or payment) an amount equal to what would have been received and retained had no such deduction, withholding or payment been required or made.

4. Access and Use of the IBX Centers and Use of Customer's Equipment.

a. Subject to the terms and conditions of this Agreement, Customer will have access to the Licensed Space twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

b. Unless otherwise expressly provided in an Order, Customer will be responsible for configuring, providing, placing, installing, upgrading, adding, maintaining, repairing, and operating Customer's Equipment which actions Customer may engage in only to the extent permitted by, and subject to, the terms and conditions of this Agreement. Customer represents, warrants and covenants that Customer has the legal right and authority (including regulatory consents), and will continue to have the legal right and authority throughout the Term, to operate, configure, provide, place, install, upgrade, add, maintain and repair Customer's Equipment as contemplated by this Agreement. Without limiting the foregoing, Customer will obtain such consent of Customer's subcontractors, third party providers, vendors and any other parties as may be necessary for Equinix (including any contractors or others acting at Equinix's request) to have the right to use and access Customer's Equipment for the purpose of providing Services.

c. At all times during the Term, Equinix and Customer agree to comply with the Policies, which are at all times incorporated by reference into this Agreement. Customer acknowledges that it has received a copy of the current Policies prior to the execution of this Agreement. Any modification by Equinix to the Policies will be effective upon notice to Customer, except modifications to the Shipping Policies, which will be effective immediately upon being made.

d. Customer will be responsible and liable for all acts or omissions of Customer's Authorized Person, Accompanying Persons, and Associated Entities, and all such acts or omissions will be attributed to Customer for all purposes under this Agreement, including for purposes of determining responsibility, liability and indemnification obligations.

e. Customer will not file a mechanic's lien or similar lien on the Licensed Space or IBX Centers, and Customer will be responsible for any mechanic's lien or similar lien filed by any Authorized Person, Accompanying Person or Associated Entity. Without limiting the foregoing, in the event any such lien is filed, Customer will be responsible for the immediate satisfaction, payment or bonding of any such lien.

5. Indemnification.

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(including wiring and Customer Cross-Connects between such equipment and Customer's POD Equipment) that is located in the Licensed Space, regardless of whether such equipment is owned, leased, licensed or otherwise obtained for use by Customer (but this does not include Cross-Connects or Equinix POD Equipment located in Customer's Licensed Space).

Customer Parties: Customer and the Affiliates, owners, officers, directors, employees, contractors and agents of Customer.

Equinix Parties: Equinix and the Affiliates, owners, officers, directors, employees, contractors and agents of Equinix.

IBX Centers: The Internet Business Exchange Centers leased or owned by Equinix in which Customer licenses Licensed Space or receives Services from Equinix pursuant to an Order.

Licensed Space: The areas licensed by Customer under this Agreement and as identified in the Orders as to the amount of space. For each Licensed Space, Equinix will determine at all times during the Term the exact location in the IBX Centers where the Licensed Space will be located, and Equinix will notify Customer accordingly.

Online Order: An Order for Services placed by Customer via the Customer Care Website and accepted by Equinix pursuant to this Agreement.

Order: Any Sales Order, Online Order or Phone Orders between Customer and Equinix.

Phone Orders: An Order for Services placed by customer via telephone and accepted by Equinix pursuant to this Agreement.

POD Equipment: The (i) patch panels, DSX panels for category 6 twisted pair, co-axial, single and multi-mode fiber, or (ii) other appropriate (as reasonably determined by Equinix) point of demarcation equipment.

Policies: The procedures, rules, regulations, security practices and policies adopted by Equinix that are then in effect for the IBX Centers, and as they may be amended from time to time by Equinix and so notified to Customer.

Power Services: Power circuits ordered by Customer. For the avoidance of doubt, Power Services do not include power provided by Equinix as part of a bundled service.

This Master Service Agreement has been entered into between the parties as of the MSA Effective Date.

Customer to complete:

The person signing below hereby warrants and represents that he or she has full authority to execute this Agreement for the party on whose behalf he or she is signing.

Customer Name: Mark Zuckerberg (Thefacebook, Inc)
(Complete Legal Name)

Authorized Signature: [Signature]

Printed Name: Mark Zuckerberg

Title: CEO

Street address for notices: 2 Russell Place

Debbi Ferry, NY 10522

Phone: 914.646.8543

Facsimile number: 914.693.6714

Electronic mail address: zuck@thefacebook.com

Sales Orders: All written sales orders executed by the parties which provide that such sales orders are governed by, and incorporated by reference into, this Agreement.

Services: All services, goods and other offerings of any kind set forth in an Order to be provided by Equinix to Customer pursuant to this Agreement.

Service Fees: Charges and fees for Services charged to Customer by Equinix pursuant to this Agreement.

Service Term: Each Service in an Order will have a Service Term, which for each Service will be the length of time from the agreed to effective date for the Service Term until the last day Equinix is required to provide such Service pursuant to the terms and conditions set forth in this Agreement or as otherwise agreed to by the parties in the applicable Order.

Shipping Policies: The portion of the Policies entitled Shipping Policies.

Sublicensed Space: The portion of the Licensed Space sublicensed to a Sublicensee by Customer pursuant to the terms of this Agreement.

Sublicensee: A customer of Customer or other third party who obtains internet and/or telecommunications services from Customer and who sublicenses all or part of the Licensed Space from Customer.

Taxes: Sales, use, transfer, privilege, excise, VAT, GST, consumption tax, and other similar taxes and duties, whether foreign, national, state or local, however designated, now in force or enacted in the future, which are levied or imposed by reason of the performance by Equinix or Customer under this Agreement or by Customer with respect to its operations and use of the Services, but excluding taxes on Equinix's net income.

Term: The term of this Agreement as determined in accordance with Section 8(a) of this Agreement.

Equinix to complete:

The person signing below hereby warrants and represents that he or she has full authority to execute this Agreement for the party on whose behalf he or she is signing.

Authorized Signature: [Signature]

Printed Name: Monica Brown Andrews
Director of Customer Contracts

Title: _____

Street addresses for notices: 301 Velocity Way, 5th Floor

Foster City, California 94404, USA

Phone: +1 650-613-7000

Facsimile number: +1 650-613-1857

ELECTRONIC MAIL ADDRESS: contracts@equinix.com

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EQUINIX DIRECT POLICIES

The following are the policies and procedures governing the use of Equinix's switching infrastructure (the "Switch") by Equinix Direct participants (each a "Participant") ("Equinix Direct Policies"). Participants shall be referred to cumulatively herein as "Participants". Additional policies and procedures governing Participants' use of the Switch may be included in the Agreement and this Sales Order (including any exhibits). Any terms not defined herein shall have the meaning attributed to them in the Sales Order or the Agreement.

1. General.

a. All use of the Switch by Participants shall be subject to these terms and conditions. In the event that any Participant fails to meet any of the requirements set forth in this document, Equinix may take reasonable action to correct any problem such failure may cause, including suspension or termination of Participant's use of the Switch until Participant complies with all such requirements, as set forth in these Equinix Direct Policies.

b. Equinix may make changes to these terms and conditions from time to time, provided that such changes shall not materially and adversely affect Participant's use of the Switch. Equinix shall provide Participants with at least thirty (30) days' advance written notice of such changes (except in the event of an emergency that threatens the operation of the Switch).

2. Equinix Responsibilities.

a. Equinix will provide Participants access to the Switch subject to the terms and conditions set forth in these Equinix Direct Policies, the Agreement and this Sales Order. Equinix will make commercially reasonable efforts to ensure that switches within the Switch have sufficient internal capacity to enable each Port (defined below) to operate at its full line rate. Equinix will make commercially reasonable efforts to manage inter-switch trunk capacity and to avoid congestion on inter-switch trunks.

b. Equinix representatives shall be available twenty-four (24) hours a day, seven (7) days a week, to receive trouble reports. The Equinix Response Center may be contacted by phone, 888-892-0607, or any other phone number designated by Equinix. In the event a Participant wishes to place a trouble report.

c. Equinix will notify Participants at least two (2) weeks prior to the occurrence of any scheduled maintenance window. Equinix will make commercially reasonable efforts to i) keep maintenance windows to a maximum of two (2) hours, a maximum of once per calendar month and at a low traffic time for the Switch, and ii) to minimize service disruptions during maintenance windows. Should an emergency arise, Equinix may take any actions necessary to diagnose and correct the problems and to restore proper network operations. In such emergencies, Equinix will endeavor to provide Participants with as much notice as is reasonably possible in the circumstances.

d. Equinix will use commercially reasonable efforts to label Ports and POO Equipment for the Switch with appropriate information, including information needed to identify each Port clearly. Only Equinix may affix and maintain such labels.

e. Equinix will make commercially reasonable efforts to begin contacting each Participant's primary contact as designated by Customer in Customer's Switch Information forms within thirty (30) minutes of identifying any problem that results in downtime on the Switch that affects Participant.

3. Participant Requirements.

a. Participant must provide and maintain twenty-four (24) hours each day, an operations contact, including a sole account e-mail address (e.g. for a network engineer or routing engineer) and an e-mail address and telephone number for the primary contact.

b. Participant must not conduct any legal activities through the Switch or any activities that violate any Equinix policies.

c. Participants will not conduct any activity that could interfere with or impair the equipment or connectivity of any other Participant on the Switch.

d. Participants will not take any action with the purpose of circumventing payment to Equinix for use of the Switch.

e. Participants shall not obtain or attempt to obtain unauthorized access to the Switch, or circumvent or attempt to circumvent any applicable security features.

f. Participants must have a registered AS number which must be used on the Switch. Participants must register the "asnum" and the "route" objects with either RADS or ARIN.

g. Participants must register routes announced at the Switch with a standard routing registry, such as RADS, RIPE or APNIC.

h. Participants must only use the IP addresses and netmasks assigned by Equinix for its connections to the Switch.

i. Participants may only use one globally unique MAC address for each Port unless otherwise agreed to by Equinix in writing.

j. Participants must implement settings on its router port that is directly attached to the Switch to ensure that the router settings contain none of the following: (i) Proxy ARP, (ii) ICMP redirects, (iii) IP directed broadcasts, (iv) Spanning tree BPOUs, (v) IGP announcements, or (vi) Discovery protocols such as CDP or IRDP.

k. Participants must explicitly set and at all times maintain duplex and speed settings on interfaces connected to the Switch and disable auto-negotiation.

l. Participants must not exchange multicast routes or traffic on the Switch. Exchange of multicast routes or traffic may only occur with the prior written approval of, and in coordination with, Equinix in order to ensure that resource allocation to multicast is appropriate.

m. Participants will not generate unnecessary route flap or unnecessarily specific routes to peers across the Switch.

n. Participants shall comply with all reasonable technical specifications for the use of the services as provided to Participants from time to time. The current technical specifications for the services shall be provided to Participant upon request.

o. Participants may only connect their Equipment to the Switch. Participants may not connect any equipment for the benefit of a third party and they may not sublicense or resell access to any Port. For the avoidance of doubt, no port shall support directly or indirectly any business other than that of the Participant such that each customer granted access to the Switch shall be required to purchase its own Port from Equinix. Each Participant shall be solely responsible for ensuring that all equipment connected by such Participant conforms to the standards and requirements set forth herein.

p. Participants shall maintain a permanent connection to the Switch via a direct connection to a router located in the IBX

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EQUINIX DIRECT POLICIES VERSION 7.12.04

Equinix Confidential

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5. Limited Service Level Warranty.

a. **Service Level Agreement.** In the event that a Participant's Port is a redundant Port, the Port will be up and available and passing traffic among at least one of the ports in the Port and other operational ports 99.99% of the time in each calendar month (the "Service Level Commitment"). Non-redundant ports are not subject to this Service Level Commitment.

b. Service Level Credit

i. For the purpose of these Equinix Direct Policies, an "Outage" is defined as the occurrence of a failure of any component of the Port or Switch (that prevents delivery of Participant's traffic to required ports) on both ports comprising the Port simultaneously, excluding regularly scheduled maintenance windows of which the Participant is given prior notice, that causes the Port to miss the Service Level Commitment in any given calendar month.

ii. In the event of an Outage, Equinix shall credit Participant's account for one-half of the Monthly Recurring Charges for the affected Port (excluding all non-recurring fees charged pursuant to the relevant Sales Order or based on Customer's usage) for the appropriate Billing Period.

iii. The maximum credit Equinix will issue per Billing Period is one month of Monthly Recurring Charges (or of prorated amount if applicable for the Billing Period during which a qualifying Outage was experienced) attributable to each Port that experiences the Outage.

Customer to complete:

By signing below, Customer acknowledges receipt of this Exhibit.

Submitted By: Mark Zuckerberg
(Authorized Signature)

Printed Name: Mark Zuckerberg

Company Name: Thefacebook, Inc.

Date Signed: 08.06.04

c. Service Level Procedures

i. **Equinix Reporting.** Equinix will report key Switch traffic flow metrics, including total bits per second and total packets per second ("Flow Metrics") on the Switch website. Flow Metrics will be reported to each Participant online on a web page customized for such Participant on the Equinix Direct website.

ii. **Participant Reporting.** Participant will be required to report Outages within five (5) days of the date of their occurrence by contacting the Equinix Response Center. Equinix may investigate and isolate the cause of an Outage. If the investigation confirms that Equinix's act or omission caused the Outage, Equinix will credit Participant's account pursuant to Section 5(b) above. If the investigation confirms that the Outage is due to Participant's act or omission or Participant's equipment, Equinix shall not owe Participant a credit for the Outage.

d. **Exceptions.** Notwithstanding anything to the contrary, the Service Level Commitments shall not apply (and Equinix shall have no liability) in the following cases: (a) acts of God; (b) war; or acts of terrorism, including any malicious attack of on-line systems control; (c) labor strikes or other labor action; (d) fire; (e) flood; (f) earthquake, landslide, earth movement, hurricane, typhoon, tsunami, volcanic eruption or other natural disaster; (g) circumstances beyond Equinix's reasonable control or (h) riot or civil unrest.

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EQUINIX

014

Aug-06-04 01:51pm From-

T-372 P.014/024 F-407

equinix Sales Order

Customer Name: The Face Book	Account Manager: Tom Offenbach	Sales Order Number: ADJ9A0000V
MX Center: SJO San Jose CA USA	Sales Order Effective Date: (To be entered by Equinix) 8/11/04	
Service Term: 12 months		

Space and Collection Services	Quantity	NRC per Unit	MRC per Unit	Non-Recurring Charge	Monthly Recurring Charge
19" Closed Cabinet - CAB9003	1	\$ 500	\$ 550	\$ 500	\$ 550
Power - 20-AMP 120 V AC - POW00080	1	\$ 200	\$ 300	\$ 200	\$ 300
Power - 20-AMP 120 V AC PDU/UPS - POW0019	1	\$ 200	\$ 180	\$ 200	\$ 180
Equinix Data Super N100 VLAN - ED0005	1	\$ 500	\$ 250	\$ 500	\$ 250
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
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SALES ORDER TOTAL				\$ 1,400	\$ 1,250

This sales order (the "Sales Order") is between Equinix Operating Co., Inc. ("Equinix") and the customer identified above ("Customer"), who wishes to order the products and/or services set forth above (each a "Service").

Unless otherwise agreed to by the parties in writing, each Service shall be delivered at the Internet Business Exchange Center identified above ("IBX Center"). Notwithstanding anything in this Sales Order to the contrary, this Sales Order is governed by, and incorporated by reference to, the Master Service Agreement for the document with a similar function if no document entitled Master Service Agreement has been signed by the parties having an effective date of 8/11/04 between Customer and Equinix Inc. or its wholly-owned subsidiary ("Agreement"). All exhibits, addenda and policy documents referenced in this Sales Order are incorporated by reference in this Sales Order, and therefore in the Agreement. The meanings of all capitalized terms defined in this Sales Order shall apply whenever such terms are used in this Sales Order, unless otherwise stated in this Sales Order. For purposes of this Sales Order the terms "monthly recurring charges" and "MRC" may be used interchangeably, and the term "non-recurring charges" and "NRC" may be used interchangeably.

Notwithstanding anything to the contrary in the Agreement, the term of this Sales Order shall begin on the date this Sales Order is signed by both parties (the "Sales Order Effective Date"), and this Sales Order shall remain in effect until the last Service Term (as defined below) in effect expires or is terminated pursuant to the Agreement, including this Sales Order. Each Service in this Sales Order shall have a "Service Term", which for each Service shall begin on the Billing Commencement Date (defined below) and end upon completion of the period of time designated above as the Service Term. In addition, for each Service, the initial Service Term for such Service shall automatically renew for additional terms of one (1) year each, unless either party notifies the other party at least forty five (45) days prior to the end of the then-current Service Term for such Service that it has elected to terminate the Service Term for such Service, in which event the Service Term for such Service will terminate at the end of such then-current Service Term. Notwithstanding anything to the contrary in the Sales Order, (a) Equinix's provision of any Service, and Customer's use of such Service, are at all times governed by the Agreement, even if Customer begins using such Service prior to the beginning of its Service Term and (b) under no circumstances will a Service Term for any Service survive the termination of this Sales Order.

Notwithstanding anything to the contrary in the Agreement, (a) if the Agreement expires prior to the expiration of this Sales Order's then-current term, all of the terms and conditions of the Agreement (including limitation of liability and indemnification) will continue to apply to this Sales Order and all Services, until this Sales Order expires or is terminated, and (b) if the Agreement is terminated by either party prior to its full term, then this Sales Order, if still in effect, shall terminate upon the termination of the Agreement. Any change by Equinix to the prices set forth above shall be made in accordance with the Agreement. Prices shown above do not include any applicable taxes, surcharges and shipping charges which are the responsibility of the Customer.

This Sales Order shall be of no force or effect unless (a) it is executed by both parties and (b) Customer and Equinix have entered into a currently effective Agreement under which this Sales Order is executed. Customer agrees to provide Equinix access to its cash, cabinet, racks and/or equipment as necessary for the performance of the Services set forth in this Sales Order.

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Customer Name: The Face Book	Account Manager: Tom Orenjath	Sales Order Number: A0J0A0000A
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Billing:

Notwithstanding anything to the contrary, Customer's obligation to pay the total monthly recurring charges and total non-recurring charges set forth in Section A shall begin twenty-one (21) days after the Sales Order Effective Date (the "Billing Commencement Date"), even if Customer begins using the Services prior to the Billing Commencement Date.

If Equinix is unable to deliver any Service on or before the Billing Commencement Date because Customer has failed to provide Equinix with the information necessary to deliver such Service (e.g., configuration information), Customer shall be billed for such Service beginning on the Billing Commencement Date even if such Service has not been delivered.

Unless otherwise stated hereon, cabinets provided by Equinix in a private cage are open cabinets, and cabinets in a shared cage are locking cabinets. If Customer requests cabinet accessories (e.g., shelves, doors, side panels, mounting rails etc.) that are not included with a cabinet as described in Equinix's specifications for such cabinet, Customer shall be charged Equinix's list price for such accessories, unless otherwise stated herein. Customer may provide its own cabinets in a private cage in accordance with Equinix's policies and procedures; however, Customer must use Equinix-provided cabinets in a shared cage. Customer acknowledges that the prices set forth for items in Section A.1. apply even if Customer provides its own cabinets in a private cage.

Customer to complete:

Authorized Signature: Mr. Zuck
 Printed name: Mark Zuckerberg
 Title: CEO
 Date signed: 08.06.04

Equinix to complete:

Authorized Signature: [Signature]
 Printed name: Heonica Brown Andrews
 Title: Director of Customer Contracts
 Date signed: 8/11/04

Billing Information:

Billing Contact Name: Mark Zuckerberg
 Billing Address: 2 Russell Place
Debbz Ferry, NY 10522
 Phone Number: 914.646.8593
 E-mail Address: zuck@thefacebook.com

Please fax a signed copy of this Sales Order to:

(800) 578-1857

and mail two sets of originals to:

Equinix
 Attn: Contracts
 301 Vallecito Way, 5th Floor
 Foster City, CA 94404

Please sign and return all referenced exhibits, addenda and/or policy documents with this order. Failure to do so may result in a delay in processing.

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023

Attn: 06-04 01:58pm From:

T-372 P. 023/024 F-407



ED EXHIBIT (BUYER)

This is an addendum ("Addendum") to the Master Services Agreement for document with a similar function to no document called "Master Services Agreement" had been signed by the parties currently in effect between the Buyer and Equinix (the "MSA") and the accompanying Sales Order, and sets forth the specific terms and conditions governing Buyer's use of the Equinix Direct product; such terms supplement the terms set forth in the MSA and do not supersede any terms set forth in the MSA, except as explicitly set forth herein. Terms not otherwise defined herein shall have the meaning given to them in the MSA. Upon execution and delivery of a corresponding Sales Order by Equinix and Buyer, this Addendum shall become effective between the parties.

1. Description of Services. Equinix provides buyers and providers with access to an Ethernet switching infrastructure within each IX Center (individually and cumulatively "Switch") for the purpose of allowing buyers to purchase IP services ("IP Services") provided by a variety of carriers, internet service providers and other providers ("Network Service Providers") through the Switch. Network Service Providers may sell IP services which include both transit and on-net services. Transit being IP traffic which travels on ISP and is terminated on a different network. On-net is traffic which is destined for and terminates on that network, not traveling to another ISP's network.

2. License Only; Use Restrictions. Upon payment of the applicable fees and subject to compliance with all of the terms and conditions herein, Equinix grants Buyer a license to use the number of ports on the Switch that are specifically designated in Sales Orders that have been executed and delivered by the parties (such a "Port") and to purchase the IP Services.

3. Network Services.

3.1 IP Services. Buyer has agreed to participate on the Switch as a Buyer in order to purchase IP Services from Network Service Providers. Buyer understands that it will be billed based on its usage of IP Services on the Switch pursuant to this Agreement and the Exchange Policies ("Policies") that are attached as Exhibit A.

3.2 IP Allocation Solution. If the Buyer has ordered Equinix IP Allocation Solution, Equinix shall provide Buyer with one (24) size of IP space ("Address") to be used solely in conjunction with Buyer's use of the Equinix Direct product. Such Address shall remain the sole property of Equinix at all times. Equinix may reassign such Address at any time upon reasonable notice to Buyer. Buyer shall discontinue using such Address immediately upon termination of Buyer's use of the IP Allocation Solution. Customer understands that due to the nature of the IP Allocation Solution, traffic from Providers that do not recognize (24) blocks may be rerouted through Equinix in which case Equinix may incur a Mbps charge for such rerouting. In such event, customer agrees to pay Equinix's reasonable charges for Mbps used in connection with such rerouting including a reasonable service percentage to cover Equinix's administrative costs in administering the IP Allocation Solution.

4. Acceptable Use; Policies. Buyer shall at all times conform its use of the Switch to the Policies. Equinix may update such Policies from time to time upon thirty (30) days prior notice to Buyer. Buyer shall not act as a Network Service Provider on the Switch. In addition, Buyer shall at all times conform its use of the Switch and the IP Services to the Acceptable Use Policy (or similar policy) of each Network Service Provider from whom Buyer purchases IP Services.

5. Services, Fees and Billing.

5.1 Activation Charges. Equinix will bill Buyer for all Service Activation Charges ("Activation Charges") as set forth on the Sales Order upon Equinix's acceptance of this Addendum and accompanying Sales Order. Equinix will not commence installation or initiation of its services provided hereunder unless and until it either has received payment in full of all Activation Charges or has agreed, at its sole option, to extend credit to Buyer.

5.2 Connection Fees. Equinix will begin billing for recurring connection fees ("Connection Fees" or "MRF") as stated on the Sales Order. Buyer may be required from time to time to add additional Ports to the Switch pursuant to the Policies.

(a) IP Services Payments. Equinix will bill Buyer for its IP Services usage on Buyer's first regular invoice issued after the close of each billing period. The payment terms set forth in the MSA shall govern this Addendum.

5.3 Pricing Adjustment. Equinix reserves the right to change any recurring amounts due hereunder (except for IP Service prices which will change subject to the policies) upon each anniversary of this Addendum provided it gives Buyer at least thirty (30) days prior notice of such change.

5.4 Billing Cycle. The billing period for recurring amounts hereunder, and for the billing of Buyer by Equinix, shall be from the first to the last day of the calendar month.

6. IP Services Buyback. Equinix is the provider of record with Buyer for all purposes under this Addendum. However, Buyer shall have sole control over the Network Service Providers it connects to on the Switch. Buyer's relationship with such Network Service Providers shall be governed by the Assurances and the Policies, but such relationship shall not be a contractual relationship.

7. Limited Service Level Warranty.

7.1 Equinix SLA. Equinix shall provide the SLA described in the Policies.

7.2 Network Service Provider IP Service SLA's. To the extent that a Service Level Agreement is provided by Provider for IP Services offered on the Switch (such SLA's will be noted on the Buyer portal with each Network Service Provider's pricing). Buyer may claim service level credits with respect to each Network Service Provider's service level commitments in the event that the Network Service Provider does not meet its service levels ("SLA's"). In order to obtain any service level credits, Buyer shall request any applicable credits in writing from Equinix within the (5) days of any breach of the relevant SLA (this provision shall supersede any contrary language in any Provider SLA posted on the Equinix Direct portal) and such request shall include a trouble ticket number from the Equinix ERC that was given to Buyer when the trouble was first reported to Equinix. In the event that Provider confirms such request, Buyer shall be given a credit on its next monthly invoice.

7.3 No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS SECTION, EACH PARTY'S SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND EACH PARTY'S USE OF THE SWITCH OR THE IP SERVICES IS AT ITS OWN RISK. PROVIDER AND EQUINIX DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEITHER PARTY WARRANTS THAT ITS SERVICES, IP SERVICES OR THE SWITCH WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

7.4 Disclaimer of Third Party Actions and Control. Equinix does not and cannot control the flow of data to or from the networks of the Network Service Provider or other third parties and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Equinix customers' connections to the Internet (or portions thereof) may be impaired or disrupted. Although Equinix will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, Equinix cannot guarantee that they will not occur. Accordingly, Equinix, on behalf of itself and any Network Service Provider or other Customer, disclaims any and all liability resulting from or related to such events.

8. Indemnification.

8.1 Buyer Indemnification. Buyer will defend, indemnify and hold harmless Equinix, its directors, officers, and employees from and

Rev-02/2004

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MZ

equinix

EQ000020

08/09/04 12:23 FAX 6505137905

EQUINIX

024

Aug-06-04 01:55pm From-

T-372 I.024/024 F-407

against any and all claims, actions or demands brought against such parties, or any damages, costs, and fees arising therefrom, including:

(a) with respect to the Buyer's business; (b) infringement or misappropriation of any third party intellectual property rights; (c) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity of a third party; or (d) spamming, or any other offensive, harassing or illegal conduct or violation of the Policies; (e) any damage or destruction to any network, Switch, Equinix Equipment or to any other Equinix customer (including, without limitation, any Network Service Provider or Buyer of services on the Switch) which damage is caused by or otherwise results from acts or omissions, including, without limitation, a breach of this Addendum or the Policies, by Buyer, Buyer Representative(s) or Buyer's designee; (f) any personal injury or property damage to any Equinix employee or Equinix property arising out of Buyer or its employees conduct while on Equinix premises, unless such injury or property damage is caused solely by Equinix's gross negligence or willful misconduct.

8.2 Procedure. The foregoing indemnities shall be subject to the indemnified party providing the indemnifying party with (a) prompt written notice of each covered claim of which it becomes aware, and (b) sole right of defense and settlement of any covered claim.

9. Release on Disclaimer, and Indemnification Obligations. Buyer acknowledges that Equinix has set its prices and entered into this Addendum in reliance upon the limitations and exclusions of liability, the disclaimer of warranties and damages and Buyer's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed of their essential purpose.

10. Termination. In addition to the termination provisions of the MSA, the following shall apply to this Exhibit:

10.1 For Nonpayment. After five (5) days of written notice and continued nonpayment after the due date for Connection Fees, Activation Fees, IP Service fees or other fees, Equinix may disconnect Buyer from the Port. To re-enable Service, Equinix may require a reconnection fee.

10.2 Unacceptable Use; Bankruptcy. Equinix may terminate this Addendum upon written notice to Buyer for a violation of the Policies that Equinix believes in its reasonable opinion to be harmful to the operation of the Switch or to other customers or if Buyer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

10.3 Effect of Termination. Upon the effective date of expiration or termination of this Addendum: (a) Equinix and Buyer will immediately cease providing the Services. In the event of a termination prior to the expiration of any fixed term minimum commitments (if Services ordered by Buyer on the Switch, Buyer shall immediately pay all amounts that will come due under such commitments through the entire term that was selected by Buyer with respect thereto.

10.4 Survival. The following provisions will survive any expiration or termination of the Agreement: Sections 1.7-3, 7.4, 8, 10 and 11.

11. Miscellaneous. This Addendum, together with the Policies referred to herein, the MSA, any applicable Sales Order represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreements or understandings, written or oral. This Agreement may be modified only through a written instrument signed by both parties. Notwithstanding anything to the contrary in the MSA, Buyer agrees that Equinix may announce its use of the Equinix Direct product, issue a press release noting Buyer's use and Buyer agrees to reasonably assist Equinix by providing quotations or other information reasonably requested by Equinix in revealing the services described herein. Buyer also agrees that Equinix may inform providers of the locations of the various buyers on the Switch and Buyer understands that Providers may limit their availability to specific buyers.

Company Name: Thefacebook, Inc
 Buyer Signature: [Signature]
 Printed Name: Mark Zuckerberg
 Title: CEO

Equinix Signature: [Signature]
 Printed Name: Director of Customer Contracts
 Title: _____

Oct-08-04 11:34am From-Kinko's of Cupertino 408 777 1000 T-48 P.009/009 F-366



Sales Order

Customer Name: The Face Book	Account Manager: Tom Offenbach	Sales Order Number: A100A00077
IBX Center: SJO San Jose CA, USA	Sales Order Effective Date: (To be completed by Equinix) 10/8/04	

Section A: Space and Colocation Services Service Term: **12 months**

Space Type: **Shared CAGE**

Space and Colocation Services	Quantity	MRC per Unit	MRC per Unit	Non-Recurring Charge	Monthly Recurring Charge
19" Closed Cabinet - CAB0002	2	\$ 600	\$ 650	\$ 1,200	\$ 1,300
Power - 20-amp, 120 V AC - POW00003	3	\$ 200	\$ 300	\$ 600	\$ 900
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -
SALES ORDER TOTAL				\$ 1,800	\$ 2,200

This sales order (the "Sales Order") is between Equinix Operating Co., Inc. ("Equinix") and the customer identified above ("Customer"), who wishes to order the products and/or services set forth above (each a "Service").

Unless otherwise agreed to by the parties in writing, each Service shall be delivered at the Internet Business Exchange Center identified above ("IBX Center"). Notwithstanding anything in this Sales Order to the contrary, this Sales Order is governed by, and incorporated by reference in, the Master Service Agreement (or the document with a similar function if no document entitled Master Service Agreement has been signed by the parties) having an effective date of 20 between Customer and Equinix Inc., and/or one or more of its wholly-owned subsidiaries ("Agreement"). All exhibits, addenda and policy documents referenced in this Sales Order are incorporated by reference in this Sales Order, and therefore in the Agreement. The meanings of all capitalized terms defined in this Sales Order shall apply whenever such terms are used in this Sales Order, unless otherwise stated in this Sales Order. For purposes of this Sales Order the terms "monthly recurring charges" and "MRC" may be used interchangeably, and the term "non-recurring charges" and "NRC" may be used interchangeably.

Notwithstanding anything to the contrary in the Agreement, the term of this Sales Order shall begin on the date this Sales Order is signed by both parties (the "Sales Order Effective Date"), and this Sales Order shall remain in effect until the last Service Term (as defined below) in effect expires or is terminated pursuant to the Agreement, including this Sales Order. Each Service in this Sales Order shall have a "Service Term", which for each Service shall begin on the Billing Commencement Date (defined below) and end upon completion of the period of time designated above as the Service Term. In addition, for each Service, the initial Service Term for such Service shall automatically renew for additional terms of one (1) year each, unless either party notifies the other party at least ninety (90) days prior to the end of the then-current Service Term for such Service that it has elected to terminate the Service Term for such Service, in which event the Service Term for such Service will terminate at the end of such then-current Service Term. Notwithstanding anything to the contrary in this Sales Order, (a) Equinix's provision of any Service, and Customer's use of such Service, are at all times governed by the Agreement, even if Customer begins using such Service prior to the beginning of its Service Term and (b) under no circumstances will a Service Term for any Service survive the termination of this Sales Order.

Notwithstanding anything to the contrary in the Agreement, (a) if the Agreement expires prior to the expiration of this Sales Order's then-current term, all of the terms and conditions of the Agreement (including limitation of liability and indemnification) will continue to apply to this Sales Order and all Services, until this Sales Order expires or is terminated, and (b) if the Agreement is terminated by either party prior to its full term, then this Sales Order, if still in effect, shall terminate upon the termination of the Agreement. If the Equinix entity providing the products and/or services set forth above (the "Equinix Provider") is not currently a party to the Agreement, notwithstanding anything in the Agreement to the contrary, the parties agree that the execution of the Sales Order shall automatically (i.e., without further action by either party) result in the Equinix Provider becoming, as of the Sales Order Effective Date, a party to the Agreement (such that all references to Equinix under the Agreement, including, without limitation, references to limitation of liability and indemnification, shall be deemed to include the Equinix Provider, as well as any Equinix entities that were already parties to the Agreement). Any change by Equinix to the prices set forth above shall be made in accordance with the Agreement. Prices shown above do not include any applicable taxes, surcharges and shipping charges which are the responsibility of the Customer.

This Sales Order shall be of no force or effect unless (a) it is executed by both parties and (b) Customer and Equinix have entered into a currently effective Agreement under which this Sales Order is executed. Customer agrees to provide Equinix access to its cage, cabinets, racks and/or equipment as necessary for the performance of the Services as set forth in this Sales Order.



EQ000014

Oct-06-04 11:34am From-Kinko's of Cupertino

408 777 1000

T-248 P.002/003 F-366

Customer Name: The Face Book	Account Manager: Tom Offenbach	Sales Order Number: A100A00977
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Billing:

Notwithstanding anything to the contrary, Customer's obligation to pay the total monthly recurring charges and total non-recurring charges set forth in Section A shall begin twenty-one (21) days after the Sales Order Effective Date (the "Billing Commencement Date").

If Equinix is unable to deliver any Service on or before the Billing Commencement Date because Customer has failed to provide Equinix with the information necessary to deliver such Service (e.g., configuration information), Customer shall be billed for such Service beginning on the Billing Commencement Date even if such Service has not been delivered.

Unless otherwise stated herein, cabinets provided by Equinix in a private cage are open cabinets, and cabinets in a shared cage are locking cabinets. If Customer requests cabinet accessories (e.g., shelves, doors, side panels, mounting rails etc.) that are not included with a cabinet as described in Equinix's specifications for such cabinet, Customer shall be charged Equinix's list price for such accessories, unless otherwise noted herein. Customer may provide its own cabinets in a private cage in accordance with Equinix's policies and procedures; however, Customer must use Equinix-provided cabinets in a shared cage. Customer acknowledges that the prices set forth for items in Section A apply even if Customer provides its own cabinets in a private cage.

Customer to complete:

Authorized Signature: [Signature]
 Printed name: Sean Parker
 Title: President
 Date signed: 10/5/04

Billing Information:

Billing Contact Name: Sean Parker
 Billing Address: 1743 Westbrook
Los Altos, CA 94024
 Phone Number: 650-996-3000
 E-mail Address: Sean@thefacebook.com

Equinix to complete:

Authorized Signature: [Signature]
 Printed name: Monica Brown Andrews
Director of Customer Contracts
 Title: _____
 Date signed: 10/6/04

Please fax a signed copy of this Sales Order to:

(850) 618-1857

and mail two sets of originals to:

Equinix
 Attn: Contracts
 301 Velocity Way, 6th Floor
 Foster City, CA 94404

Please sign and return all referenced exhibits, addenda and/or policy documents with this order. Failure to do so may result in a delay in processing.

**ACTION BY WRITTEN CONSENT OF THE
SOLE MEMBER AND SOLE MANAGER OF**

thefacebook, LLC

Effective April 27, 2005

The undersigned, being the sole Member and Manager of thefacebook LLC (the "Company"), does hereby undertake the actions set forth below by written consent without a meeting, effective for all purposes as of the date first written above.

1. **Ratification of the Chief Executive Officer.**

RESOLVED: That Mark Zuckerberg is hereby appointed and is ratified Chief Executive Officer of the Company to serve at the pleasure of the Manager.

RESOLVED FURTHER: That all prior acts by Mark Zuckerberg taken in connection with his duties as an officer of the Company are hereby ratified and approved.

RESOLVED FURTHER: That Mark Zuckerberg is authorized to sign and deliver any agreement in the name of the Company and to otherwise obligate the Company in any respect relating to matters of the business of the Company, and to delegate such authority in his discretion.

2. **Amendment and Restatement of the Articles of Organization.**

WHEREAS: TheFacebook, Inc. acquired all of the outstanding interests of the Company on October 31, 2004.

WHEREAS: The following actions are being taken to reflect such an acquisition of interest by TheFacebook, Inc.

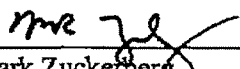
RESOLVED: That the Amended and Restated Articles of Organization of the Company in the form attached hereto as Exhibit A (the "Restated Articles"), is hereby adopted and approved.

RESOLVED FURTHER: That Mark Zuckerberg is authorized and directed to take all steps necessary to file the Restated Articles with the Secretary of State of Florida.

This action by Unanimous Written Consent of the sole Member and Manager of thefacebook LLC is effective as of the date first set forth above.

**SOLE MEMBER AND SOLE
MANAGER**

THEFACEBOOK, INC.



Mark Zuckerberg
Chief Executive Officer

AMENDED AND RESTATED ARTICLES OF ORGANIZATION
OF
thefacebook LLC

FILED
05 MAY -2 PM 5:18
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, Mark Zuckerberg, hereby certifies that:

1. He is the duly authorized representative of thefacebook LLC.
2. The Articles of Organization of this limited liability company were originally filed with the Secretary of State of Florida on April 13, 2004.
3. These Amended and Restated Articles of Organization were duly executed and are being filed in accordance with Section 608.411 of the Florida Limited Liability Company Act.
4. The Articles of Organization of this limited liability company shall be amended and restated to read in full as follows:

ARTICLE I NAME

The name of the limited liability company shall be: **thefacebook LLC**

ARTICLE II PRINCIPAL OFFICE

The principal place of business and mailing address of this Limited Liability Company shall be: 13621 Deering Bay Dr., Apt. 402, Coral Gables, Florida 33158.

ARTICLE III REGISTERED AGENT & STREET ADDRESS

The name and address of the registered agent is: Corporation Service Company, 1201 Hays Street, Tallahassee, FL 32301-2607.

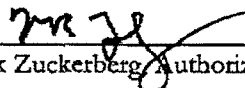
ARTICLE IV DURATION

The duration for the limited liability company shall be: 12/31/2044.

ARTICLE V MANAGERS/MEMBERS

The management of the limited liability company is reserved for the Members and the name and address of the sole member of the Limited Liability Company is:

TheFacebook, Inc, 471 Emerson St., Palo Alto, CA 94036



Mark Zuckerberg, Authorized Representative

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CONNECTU LLC,

Plaintiff,

v.

MARK ZUCKERBERG, EDUARDO
SAVERIN, DUSTIN MOSKOVITZ, ANDREW
MCCOLLUM, CHRISTOPHER HUGHES
AND THEFACEBOOK, INC.,

Defendants.

CIVIL ACTION No.: 1:04-cv-11923
(DPW)

MARK ZUCKERBERG, and
THEFACEBOOK, INC.,

Counterclaimants,

v.

CONNECTU LLC, CAMERON
WINKLEVOSS, TYLER WINKLEVOSS, and
DIVYA NARENDRA,

Counterdefendants.

**DEFENDANTS AND COUNTERCLAIMANTS' RESPONSES TO PLAINTIFF
AND COUNTERDEFENDANTS' FIRST SET OF INTERROGATORIES**

Defendants and counterclaimants Mark Zuckerberg and TheFacebook, Inc., and Defendants Eduardo Saverin, Dustin Moskovitz, Andrew McCollum, and Christopher Hughes (collectively "Defendants") respond to the First Set of Interrogatories of Plaintiff and Counterclaimant Defendant ConnectU LLC and additional Counterclaim Defendants

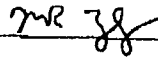
Verification

I, Mark Zuckerberg, declare and state:

I have read DEFENDANTS' OBJECTIONS AND RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES, served herewith, and to the best of my present knowledge and belief, based in whole or in part upon information provided to me by others, this response is true and correct.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on May 30, 2005 in Palo Alto, California.



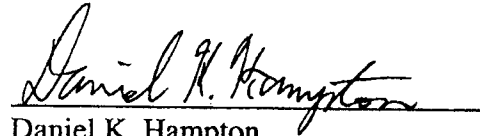
Mark Zuckerberg

CERTIFICATE OF SERVICE

I, Daniel K. Hampton, hereby certify that on this 31st day of May, 2005, I served a copy of the within document on the following counsel of record, via facsimile transmission and confirmation copy via first class mail:

John F. Hornick, Esq.
Finnegan, Henderson, Farabow,
Garrett & Dunner, L.L.P.
901 New York Avenue, N.W.
Washington, D.C. 20001; and

Jonathan M. Gelchinsky, Esq.
Finnegan, Henderson, Farabow, Garrett &
Dunner, L.L.P.
55 Cambridge Parkway
Cambridge, MA 02142


Daniel K. Hampton

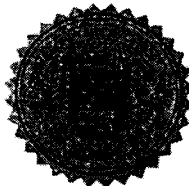
Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "THEFACEBOOK, INC.", CHANGING ITS NAME FROM "THEFACEBOOK, INC." TO "FACEBOOK, INC.", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2005, AT 1:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3835815 8100
050803334

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 4197585

DATE: 09-30-05

TFB000056

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:30 PM 09/30/2005
FILED 01:30 PM 09/30/2005
SRV 050803334 - 3835815 FILE

CERTIFICATE OF AMENDMENT OF
THIRD AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
THEFACEBOOK, INC.

The undersigned, Mark Zuckerberg, hereby certifies that:

- 1 He is the duly elected Chief Executive Officer of TheFacebook, Inc., a Delaware corporation.
- 2 The Certificate of Incorporation of this corporation was originally filed with the Secretary of State of Delaware on July 29, 2004.
- 3 Pursuant to Section 242 of the General Corporation Law of the State of Delaware, this Certificate of Amendment of Third Amended and Restated Certificate of Incorporation amends Article I of this corporation's Certificate of Incorporation to read in its entirety as follows:
"The name of the corporation shall be "Facebook, Inc."
4 The foregoing Certificate of Amendment has been duly adopted by this corporation's Board of Directors and stockholders in accordance with the applicable provisions of Sections 228 and 242 of the General Corporation Law of the State of Delaware.

Executed at Palo Alto, California, on September 30, 2005.



Mark Zuckerberg, Chief Executive Officer


DOC88V1:422726 1

TFB000057

REDACTED

2006 LIMITED LIABILITY COMPANY REINSTATEMENT

2006 FEB - 1 AM 8:47
 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA
FILED

DOCUMENT # L04000028443		05			
1. Entity Name THEFACEBOOK LLC		<i>DK</i>			
Principal Place of Business 13621 DEERING BAY., APT 402 CORAL GABLES, FL 33158		Mailing Address 13621 DEERING BAY., APT 402 CORAL GABLES, FL 33158			
2. Principal Place of Business		3. Mailing Address			
Suite, Apt. #, etc.		Suite, Apt. #, etc.			
City & State		City & State			
Zip	Country	Zip	Country	4. FEI Number 20-113877	
5. Name and Address of Current Registered Agent CORPORATION SERVICE COMPANY 1201 HAYS ST. TALLAHASSEE, FL 32301-2607		6. Certificate of Status Desired <input type="checkbox"/> \$5.00 Additional Fee Required			
7. Name and Address of New Registered Agent		Applied For Not Applicable			
Name		01312006 REIN-LLC CR2E101 (11/05)			
Street Address (P.O. Box Number is Not Acceptable)		8. Certificate of Status Desired <input type="checkbox"/> \$5.00 Additional Fee Required			
City		FL Zip Code			
9. The above named entity submits this statement for the purpose of changing its registered office or registered agent or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.		10. Name and Address of New Registered Agent			
SIGNATURE: <i>Laura R. Dunlap</i> <small>Signature, typed or printed name of registered agent and fee if applicable.</small>		Name Laura R. Dunlap as its agent		Date 2/1/06 <small>DATE</small>	
FILE NOW!!! FEE IS \$200.00		Make check payable to: Florida Department of State			
11. MANAGING MEMBERS/MANAGERS			12. ADDITIONS/CHANGES		
TITLE	NAME	STREET ADDRESS	TITLE	NAME	STREET ADDRESS
	MGRM	THEFACEBOOK, INC. 471 EMERSON STREET PALO ALTO, CA 94036		Manages	mark Zuckerberg 156 University Avenue Palo Alto, CA 94301
					400065019164
					2005-2006
					REINSTATEMENT
11. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 808, Florida Statutes.					
SIGNATURE: <i>MR Zuck</i> mark Zuckerberg		Authorized representative Date: 1-31-06 650-953-1300			



1 G. HOPKINS GUY, III (State Bar No. 124811)
 hopguy@orrick.com
 2 I. NEEL CHATTERJEE (State Bar No. 173985)
 nchatterjee@orrick.com
 3 MONTE COOPER (State Bar No. 196746)
 mcooper@orrick.com
 4 THERESA A. SUTTON (State Bar No. 211857)
 tsutton@orrick.com
 5 YVONNE P. GREER (State Bar No. 214072)
 ygreer@orrick.com
 6 ORRICK, HERRINGTON & SUTCLIFFE LLP
 1000 Marsh Road
 7 Menlo Park, CA 94025
 Telephone: 650-614-7400
 8 Facsimile: 650-614-7401

9 Attorneys for Plaintiffs
 THE FACEBOOK, INC. and MARK ZUCKERBERG

11 UNITED STATES DISTRICT COURT
 12 NORTHERN DISTRICT OF CALIFORNIA
 13 SAN JOSE DIVISION

15 THE FACEBOOK, INC. and MARK
 ZUCKERBERG,
 16
 Plaintiffs,
 17
 v.
 18
 19 CONNECTU, INC. (formerly known as
 CONNECTU, LLC), PACIFIC
 20 NORTHWEST SOFTWARE, INC.,
 WINSTON WILLIAMS, WAYNE CHANG,
 and DAVID GUCWA,
 21
 Defendants.

Case No. 5:07-CV-01389-RS

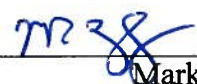
**DECLARATION OF MARK E.
 ZUCKERBERG IN SUPPORT OF
 PLAINTIFFS' MOTION FOR
 PARTIAL SUMMARY JUDGMENT
 RE DEFENDANTS' LIABILITY
 PURSUANT TO CALIFORNIA
 PENAL CODE SECTION 502(C) AND
 15 U.S.C. § 7704(A)(1) AND 15 U.S.C. §
 7704(B)(1)**

Date: February 13, 2008
 Time: 9:30 A.M.
 Judge: Honorable Richard Seeborg

1 website to extract, copy, or use any information on the Facebook website for ConnectU-related
2 purposes.

3 I declare under penalty of perjury that the foregoing is true and correct to the best
4 of my knowledge.

5 Executed this 3rd day of January 2008, at Palo Alto, California.

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8 _____
9 Mark E. Zuckerberg

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RESIDENTIAL LEASE-RENTAL AGREEMENT AND DEPOSIT RECEIPT

AGENCY RELATIONSHIP CONFIRMATION. The following agency relationship is hereby confirmed for this transaction and supersedes any prior agency election (if no agency relationship insert "NONE"):

LISTING AGENT: _____ is the agent of (check one):

(Print Firm Name)

the Owner exclusively; or both the Tenant and the Owner.

LEASING AGENT: _____ (if not the same as the Listing Agent) is the agent of (check one):

(Print Firm Name)

the Tenant exclusively; or the Owner exclusively; or both the Tenant and the Owner.

Note: This confirmation DOES NOT take the place of the AGENCY DISCLOSURE form (such as P.P. Form 110.42 CAL) required by law if the term exceeds one year.

RECEIVED FROM Mark Zuckerman hereinafter referred to as Tenant, the sum of \$ _____ (dollars), evidenced by Cashier's Check or Wire Transfer, as a deposit. Upon acceptance of this Agreement, the Owner of the premises, will apply the deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE PRIOR TO OCCUPANCY
Rent for the period from <u>3/1/2009</u> to <u>2/28/2010</u>	\$ _____	\$ _____	\$ _____
Security deposit (not applicable toward last month's rent)	\$ _____	\$ _____	\$ _____
Other _____	\$ _____	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____	\$ _____

In the event this Agreement is not accepted by the Owner, within 3 days, the total deposit received will be refunded.

Tenant offers to rent from the Owner the premises situated in the City of Palo Alto County of Santa Clara, State of California, commonly known as _____ Palo Alto, CA 94306

upon the following terms and conditions:

- TERM.** The term will commence on _____ and continue (check one of the two following alternatives):
 LEASE until Feb 28, 2010 for a total rent of \$ _____
 RENTAL on a month-to-month basis, until either party terminates this Agreement by giving the other party written notice as required by law.
- RENT.** Rent will be \$ _____ per month, payable in advance by personal check, cashier's check, cash or money order, on the 5th day of each calendar month to Owner or his or her authorized agent, by mail or personal delivery to the following address:

 or at such other place as may be designated by Owner in writing from time to time. Payment by personal delivery may be made (check one): Monday through Friday, 9:00 a.m. to 5:00 p.m., or at the following times: _____
 In the event rent is not received by Owner in full within 5 days after due date, Tenant agrees that it would be impracticable or extremely difficult to fix the actual damages to Owner caused by that failure, and Tenant agrees to pay a late charge of \$ _____. Tenant further agrees to pay \$ 25.00 for each dishonored bank check. All late fees and returned check fees will be considered additional rent. The late charge period is not a grace period, and Owner is entitled to make written demand for any rent if not paid when due and to collect interest thereon. Any unpaid balance including late charges, will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less.
- MULTIPLE OCCUPANCY.** It is expressly understood that this Agreement is between the Owner and each signatory jointly and severally. Each signatory will be responsible for timely payment of rent and performance of all other provisions of this Agreement.
- UTILITIES.** Tenant will be responsible for the payment of all utilities and services, except: none - gardener, which will be paid by Owner.
- USE.** The premises will be used exclusively as a residence for no more than 5 persons. Guests staying more than a total of 20 days in a calendar year without written consent of Owner will constitute a violation of this Agreement. Tenant shall park operable automobiles in assigned spaces only. Trailers, boats, campers, and inoperable vehicles are not allowed without the written consent of Owner. Tenant may not repair motor vehicles on the leased premises.
- ANIMALS.** No animals will be brought on the premises without the prior consent of the Owner; except none.
- RULES AND REGULATIONS.** In the event that the premises is a portion of a building containing more than one unit, or is located in a common interest development, Tenant agrees to abide by all applicable rules, whether adopted before or after the date of this Agreement, including rules with respect to noise, odors, disposal of refuse, animals, parking, and use of common areas. Tenant will

Tenant [Signature] has read this page.

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Property Address [redacted] Palo Alto, CA 94306

- pay any penalties, including attorney fees, imposed by homeowners' association for violations by tenant or tenant's guests.
- 8. ORDINANCES AND STATUTES.** Tenant will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the premises. Tenant will not use the premises for any unlawful purpose including, but not limited to, using, storing or selling prohibited drugs. If the premises are located in a rent control area, the Tenant should contact the Rent and Arbitration Board for his or her legal rights.
- 9. ASSIGNMENT AND SUBLETTING.** Tenant will not assign this Agreement or sublet any portion of the premises without prior written consent of the Owner.
- 10. MAINTENANCE, REPAIRS, OR ALTERATIONS.** Tenant acknowledges that, unless the Owner is notified immediately upon occupancy, the premises, including the furniture, furnishings and appliances, including all electrical, gas and plumbing fixtures, are in good working order and repair. Tenant will keep the premises in a clean and sanitary condition, and will immediately notify Owner of any damage to the premises or its contents, or any inoperable equipment or appliances. Tenant will surrender the premises, at termination, in as good condition as received, normal wear and tear excepted. Tenant will be responsible for any damage, repairs or replacements, caused by Tenant's negligence and that of the tenant's family, invitees, and guests, except ordinary wear and tear. Verification of the working order and the maintenance of the smoke detector is the responsibility of the Tenant. Tenant will not commit any waste upon the premises, or any nuisance or act which may disturb the quiet enjoyment of any neighbors. Tenant will not paint, paper or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. Tenant will irrigate and maintain any surrounding grounds, including lawns and shrubbery, if they are for the Tenant's exclusive use. It is understood that Owner's insurance does not cover Tenant's personal property.
- 11. INVENTORY.** Any furnishings and/or equipment to be furnished by Owner will be listed in a special inventory. The inventory will be signed by both Tenant and Owner concurrently with this Lease. Tenant will keep the furnishings and equipment in good condition and repair, and will be responsible for any damage to them other than normal wear and tear. Tenant acknowledges receipt of 2 sets of keys, 2 garage door openers, other: n/a
- 12. DAMAGES TO PREMISES.** If the premises are damaged by fire or from any other cause which renders the premises untenantable, either party will have the right to terminate this Agreement as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of Tenant, or his or her invitees, then only the Owner will have the right to terminate. Should this right be exercised by either Owner or Tenant, rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to Tenant. If this Agreement is not terminated, Owner will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction will be based on the extent which repairs interfere with Tenant's reasonable use of the premises.
- 13. ENTRY AND INSPECTION.** Owner and owners agents will have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual purchasers, lenders, tenants, workers, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, and with at least 24 hours prior written notice to Tenant including the date, approximate time, and purpose of entry.
If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the owner or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale. At the time of entry, the Owner or agent shall leave written evidence of the entry inside the unit.
- 14. INDEMNIFICATION.** Owner will not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas, unless such damage is the legal result of the negligence or willful misconduct of Owner, his or her agents, or employees. Tenant agrees to hold Owner harmless from any claims for damages, no matter how caused, except for injury or damages caused by negligence or willful misconduct of Owner, his or her agents or employees.
- 15. PHYSICAL POSSESSION.** If Owner is unable to deliver possession of the premises at the commencement date set forth above, Owner will not be liable for any damage caused, nor will this Agreement be void or voidable, but Tenant will not be liable for any rent until possession is delivered. Tenant may terminate this Agreement if possession is not delivered within 7 days of the commencement of the term in Item 1.
- 16. DEFAULT.** If Tenant fails to pay rent when due, or perform any provision of this Agreement, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his or her option, may terminate all rights of Tenant, unless Tenant, within said time, cures such default. If Tenant abandons or vacates the property while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises will be subject to a lien for the benefit of Owner securing the payment of all sums due, to the maximum extent allowed by law.
In the event of a default by Tenant, Owner may elect to: (a) continue the lease in effect and enforce all his rights and remedies, including the right to recover the rent as it becomes due, provided that Owner's consent to assignment or subletting by the Tenant will not be unreasonably withheld; or (b) at any time, terminate all of Tenant's rights and recover from Tenant all damages he or she may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

Tenant [signature] [] [] [] has read this page.

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Property Address [redacted] Palo Alto, CA 94306

17. SECURITY. The security deposit will secure the performance of Tenant's obligations. Owner may, but will not be obligated to, apply all portions of said deposit on account of Tenant's obligations. Any balance remaining will be returned to Tenant, together with an accounting of any disbursements, 21 calendar days after the Tenant has vacated the premises, or earlier if required by law. Tenant will not have the right to apply the security deposit in payment of the last month's rent. No interest will be paid to Tenant on account of the security deposit, unless required by local ordinance.

18. WAIVER. Failure of Owner to enforce any provision of this Agreement will not be deemed a waiver. The acceptance of rent by Owner will not waive his or her right to enforce any provision of this Agreement.

19. NOTICES. Unless otherwise provided, any notice which either party may give or is required to give, must be in writing, may be given personally or by mailing the same, postage prepaid, to Tenant at the premises or to Owner or Owner's authorized agent at the address shown in the signature block or at such other places as may be designated by the parties from time to time. Notice will be deemed effective three (3) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.

20. HOLDING OVER. Any holding over after expiration of this Agreement, with the consent of Owner, will be a month-to-month tenancy at a monthly rent of \$_____ payable in advance and otherwise subject to the terms of this Agreement and local ordinance, as applicable, until either party terminates the tenancy by giving the other party thirty (30) days (or longer if required by law) written notice.

21. TIME. Time is of the essence of this Agreement.

22. ATTORNEY'S FEES. In any action or proceeding involving a dispute between Tenant and Owner arising out of the execution of this Agreement, whether for tort or for breach of contract, and whether or not brought to trial or final judgment, the prevailing party will be entitled to receive from the other party a reasonable attorney fee, expert witness fees, and costs to be determined by the court or arbitrator(s).

23. SUBROGATION. Lessor and Lessee waive any and all rights of subrogation against each other which might otherwise exist.

24. FAIR HOUSING. Owner and Tenant understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, age, mental or physical disability, immigration or citizenship status. In addition, California Civil Code §1940.3 prohibits a landlord from making any inquiry regarding the immigration or citizenship status of any tenant or prospective tenant.

25. ADDITIONAL TERMS AND CONDITIONS.

- 1. This is a non-smoking home.
- 2. Pursuant to section 10, owners insurance does not cover tenant personal belongings and it is recommended that tenant acquire renters insurance.
- 3. Owner will include and maintain: Stove, oven, microwave, disposal, refrigerator, wine refrigerator, and brand new washer and dryer.

26. This unit is subject to rent control and the agency responsible to adjudicate claims is: _____

27. ENTIRE AGREEMENT. The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by all parties. This Agreement and any modifications, including any photocopy or facsimile, may be signed in one or more counterparts, each of which will be deemed an original and all of which taken together will constitute one and the same instrument. The following addenda, if checked, have been made a part of this Agreement before the parties' execution:

- Addendum _____ : Lead-Based Paint Disclosure (Required by Law for Rental Property Built Prior to 1978)
- Addendum _____ : Regarding Mold Contamination and Agreement to Maintain Premises
- Addendum _____ : Regarding Asbestos
- Addendum _____ :

NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at <http://www.meganslaw.ca.gov>. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

Tenant [Signature] [] [] [] has read this page.

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Property Address [REDACTED] Palo Alto, CA 94306

CONFIDENTIALITY

If Owner obtains or learns of Tenant's Confidential Information, whether by way of this Agreement, Tenant's use of the premises or otherwise, including but not limited to technology, financial and engineering documents of Tenant or Tenant's company, Owner agrees that the Confidential Information is to be considered confidential and proprietary to Tenant, and Owner shall hold the same in confidence, shall not use the Confidential Information, and shall not disclose, publish or otherwise reveal it to any other party whatsoever. Owner will not make any public statement regarding the relationship contemplated by this Agreement. For the avoidance of doubt, Owner will not disclose the identity of the Tenant(s) to others unless required by law.

Owner acknowledges receipt of a copy of the accepted lease on (date) _____

MSG | | |
initials

Property Address [redacted] Palo Alto, CA 94306

Tenant MSZ
(Signature)
Mark Zuckerberg
(Please Print Name)

Date 2-9-09 Telephone 650 [redacted]
Address Palo Alto, CA 94302
Email [redacted]

Tenant _____
(Signature)

(Please Print Name)

Date _____ Telephone _____
Address _____
Email _____

Tenant _____
(Signature)

(Please Print Name)

Date _____ Telephone _____
Address _____
Email _____

Tenant _____
(Signature)

(Please Print Name)

Date _____ Telephone _____
Address _____
Email _____

The undersigned Owner accepts the foregoing offer and agrees to lease the premises on the terms and conditions set forth above.

Owner _____
(Signature of Owner or Authorized Agent)

(Please Print Name)

Date _____
Telephone 650 [redacted] Fax _____
Address Palo Alto, CA 94306
Email [redacted]

Owner _____
(Signature)

(Please Print Name)

Date _____
Telephone _____ Fax _____
Address _____
Email _____

Receipt for deposit acknowledged by _____ Date _____

Tenant acknowledges receipt of a copy of the accepted lease on (date) _____
MSZ [] [] []
initials

CAUTION: The copyright laws of the United States forbid the unauthorized reproduction of this form by any means including scanning or computerized formats.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

----- x
PAUL D. CEGLIA,

Plaintiff,

v.

MARK ELLIOT ZUCKERBERG, Individually, and
FACEBOOK, INC.,

Defendants.
----- x

Civil Action No. 1:10-cv-00569-RJA

**DECLARATION OF MARK
ELLIOT ZUCKERBERG IN
SUPPORT OF DEFENDANTS'
OPPOSITION TO PLAINTIFF'S
MOTION TO REMAND**

I, MARK ELLIOT ZUCKERBERG, declare and state as follows:

1. I am the Founder, Chairman, and Chief Executive Officer of Facebook, Inc. ("Facebook"). Facebook is headquartered in Palo Alto, California.

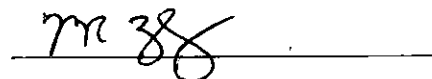
2. I reside in Palo Alto, California, and intend to make my home and work in Palo Alto for the indefinite future.

3. I respectfully submit this affidavit to provide the Court with facts and evidence establishing that at the time this lawsuit was filed on June 30, 2010, and at the time this lawsuit was removed to federal court on July 8, 2010, my domicile was – and continues to be – California.

Residence, Employment, and Property in California

4. I have lived year-round in California since the summer of 2004. I have resided in my current Palo Alto, California home since March 1, 2009. I do not have any other residences. My residence is within ten minutes' walking distance from Facebook's headquarters, located at

I declare under penalty of perjury that the foregoing is true and correct. Executed in Palo Alto, California on August 25, 2010.

A handwritten signature in black ink, appearing to read "m z", is written over a horizontal line.

Mark Elliot Zuckerberg

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

----- X

PAUL D. CEGLIA, :
 :
 Plaintiff, :
 :
 v. :
 :
 MARK ELLIOT ZUCKERBERG and :
 FACEBOOK, INC., :
 :
 Defendants. :
 ----- X

Civil Action No. 1:10-cv-00569-RJA

**DECLARATION OF MARK
ELLIOT ZUCKERBERG IN
SUPPORT OF DEFENDANTS'
MOTION FOR EXPEDITED
DISCOVERY**

I, MARK ELLIOT ZUCKERBERG, declare and state as follows:

1. I am the Founder, Chairman, and Chief Executive Officer of Facebook, Inc. ("Facebook").
2. I respectfully submit this declaration in support of Defendants' Motion for Expedited Discovery.
3. I have reviewed the Amended Complaint filed in this lawsuit, as well as the document attached as Exhibit A to the Amended Complaint.
4. I understand that Plaintiff Paul Ceglia alleges that Exhibit A is an agreement that entitles him to partial ownership of Facebook, and that he and I signed this document on April 28, 2003.
5. I did not sign the document attached as Exhibit A to the Amended Complaint.
6. In early 2003, while I was a freshman at Harvard University, I saw an online job listing regarding development of a web site. I responded to the listing and learned that the project was for a company called StreetFax, which used the web site StreetFax.com.

7. In or about April 2003, I entered into a written contract with StreetFax, pursuant to which I agreed to provide limited web site services solely in connection with the development of StreetFax's web site. The contract was provided to me by Ceglia.

8. The document attached as Exhibit A to the Amended Complaint is not the written contract that I signed.

9. The written contract I signed concerned only the development of StreetFax's web site. It did not mention or concern Thefacebook.com or any related social networking service or web site.

10. I did not enter into any agreement, written or otherwise, with StreetFax, Ceglia, or anyone affiliated with Ceglia concerning Facebook or any related social networking web site.

11. I conceived of the idea for Facebook in or about December 2003.

12. I never referred to Facebook, publicly or privately, as "The Page Book."

13. I also understand that Ceglia alleges that the text quoted in Paragraphs 32 through 55 of the Amended Complaint comes from e-mails that he and I allegedly sent each other.

14. I did not write or receive any of the alleged e-mails quoted in the Amended Complaint.

I declare under penalty of perjury that the foregoing is true and correct. Executed in Palo Alto, California on June 1, 2011.



Mark Elliot Zuckerberg

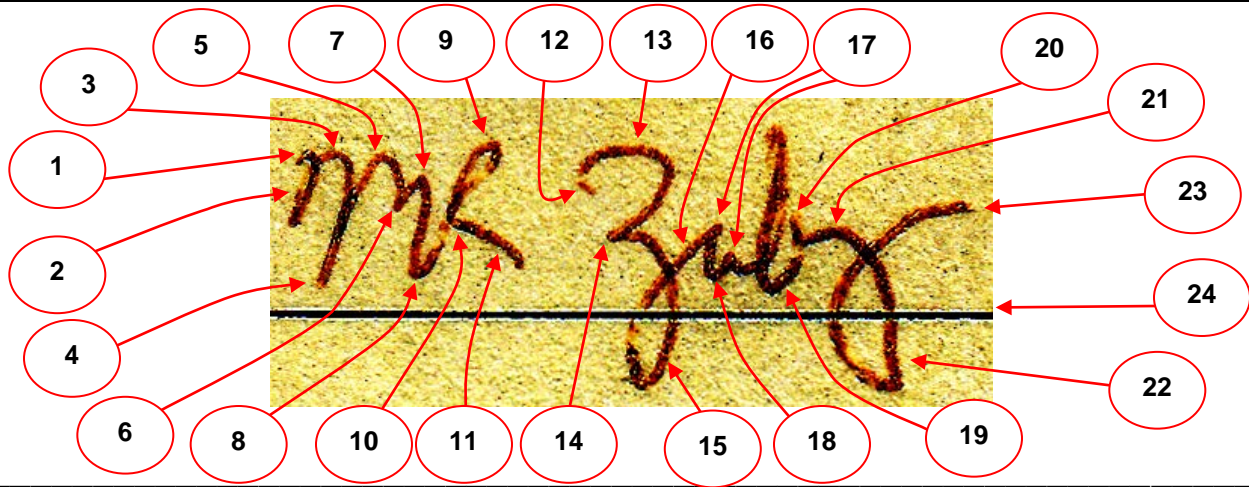
EXHIBIT 17

EXHIBIT 17

EXHIBIT 17

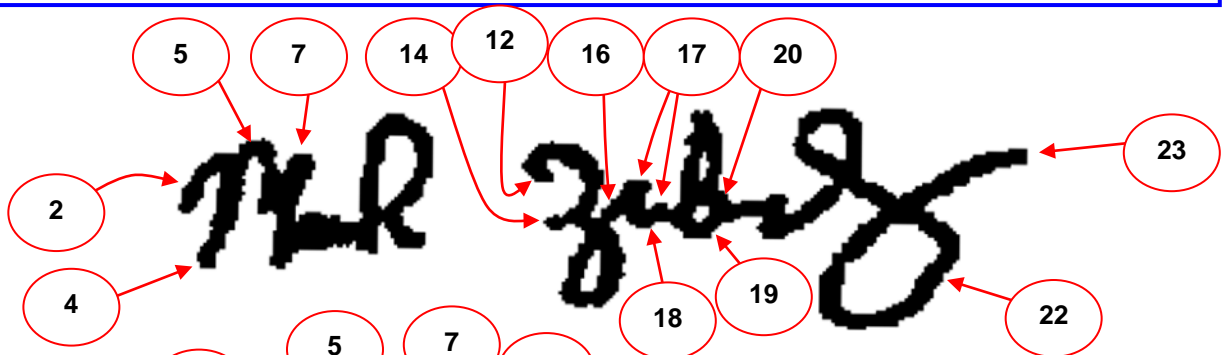
Questioned "Mark Zuckerberg" signature on Facebook Contract

Note the writing similarities by comparing the corresponding numbers and arrows

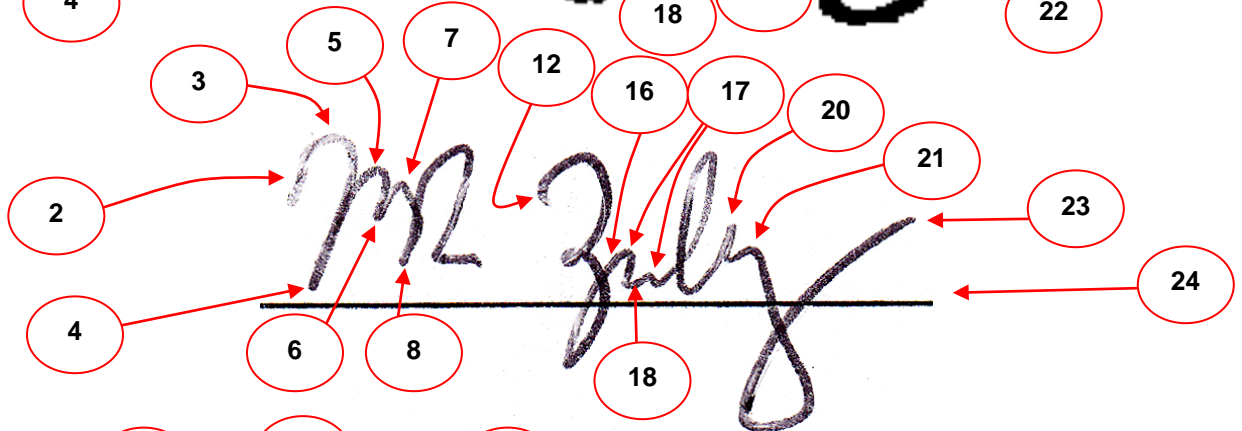


Known specimen signatures of Mark Zuckerberg

K1.1
09/09/2002



K1.2
04/28/2003



K1.3
03/24/2003

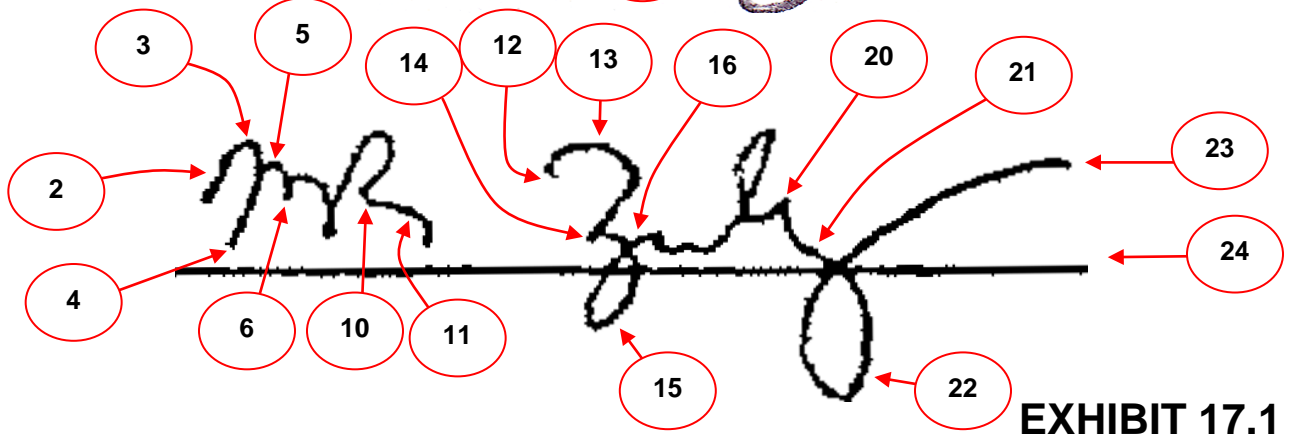


EXHIBIT 17.1



Known specimen signatures of Mark Zuckerberg

K1.4
03/30/2003

K1.5
03/30/2003

K1.6
03/30/2003

K1.7
07/29/2004

K1.8
07/29/2004

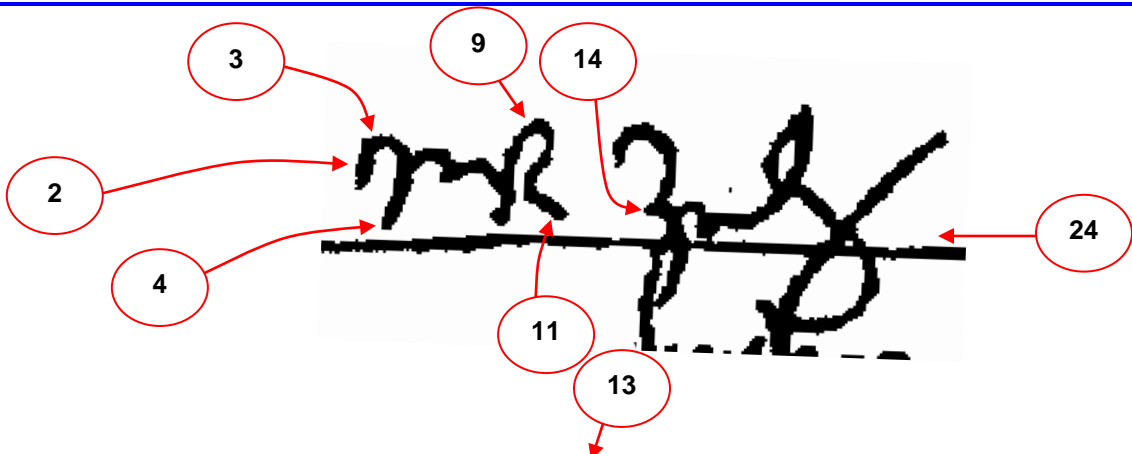
The image displays five distinct handwritten signatures of Mark Zuckerberg, each annotated with red circles and arrows pointing to specific features. The callouts are numbered from 2 to 24. The signatures are written on a horizontal line, with the word "Signature" or "Zuckerberg" printed below. The first four signatures are written in cursive, while the fifth is written in a more blocky, printed style.

EXHIBIT 17.2

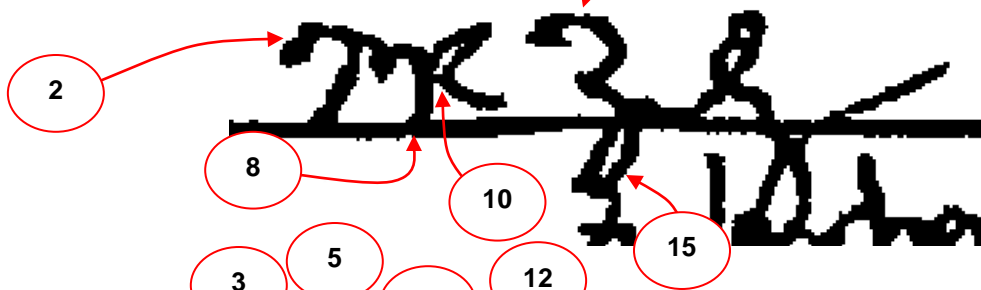


Known specimen signatures of Mark Zuckerberg

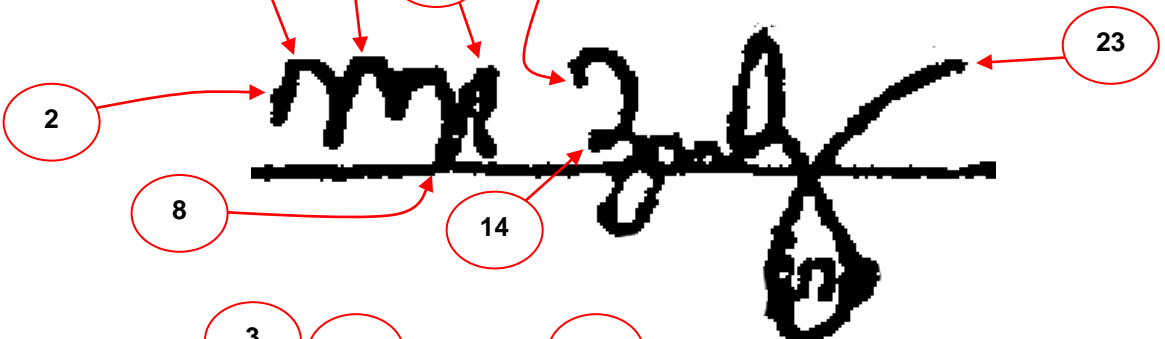
K1.9
08/06/2004



K1.10
08/06/2004



K1.11
08/06/2004



K1.12
08/06/2004



K1.13
04/27/2005

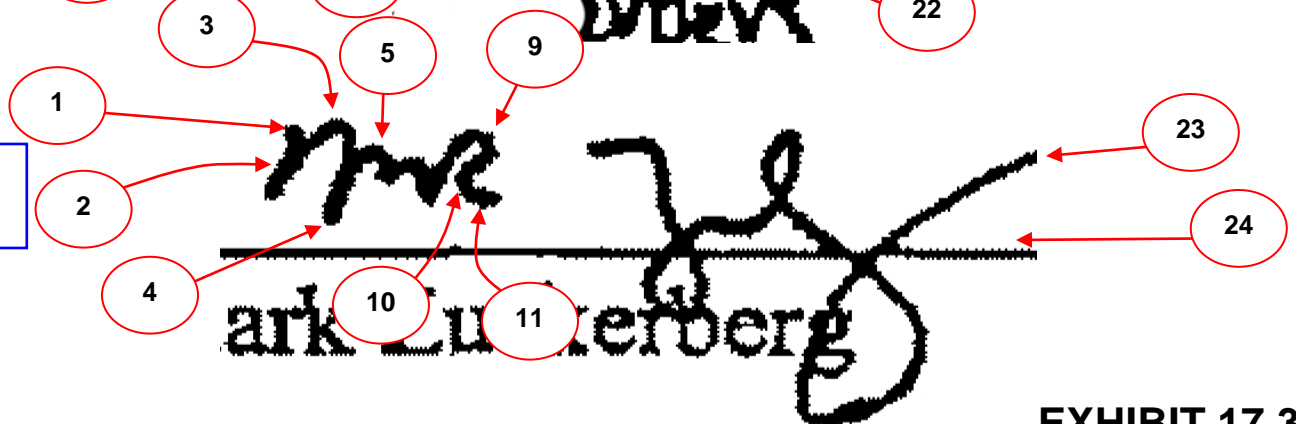


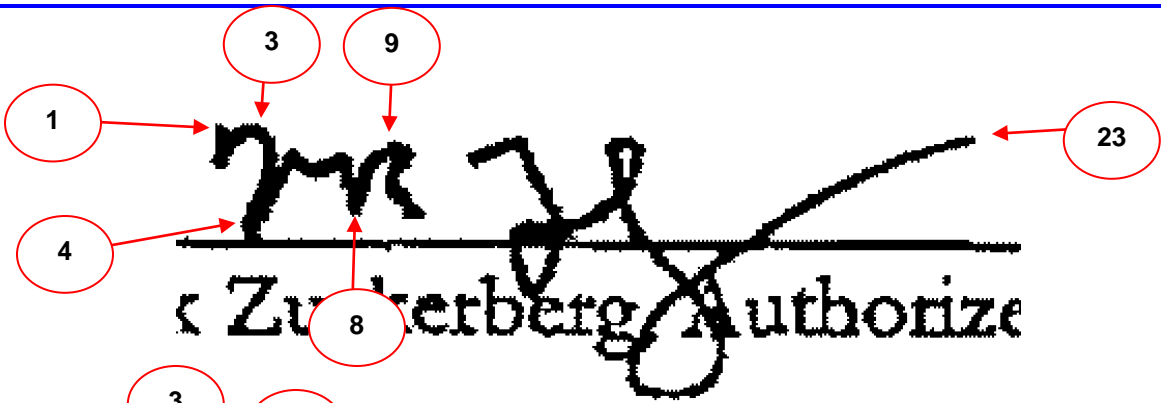
EXHIBIT 17.3



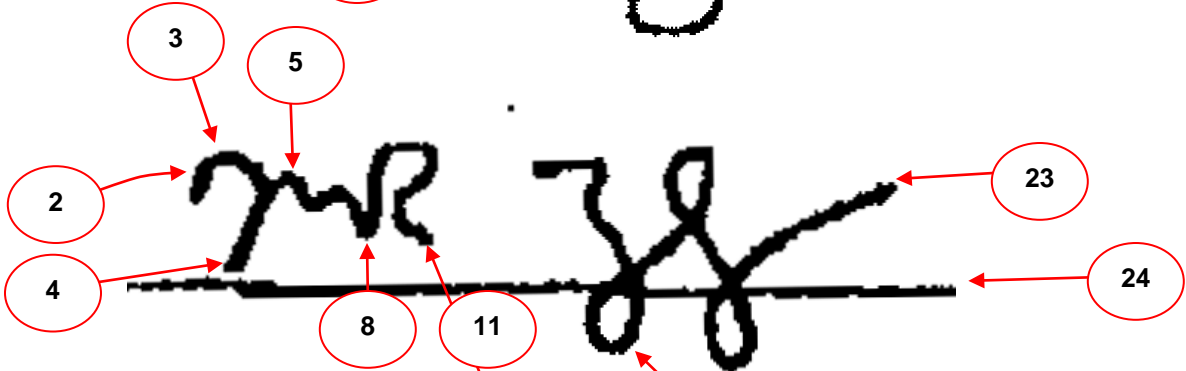
BLANCO & Associates Inc.

Known specimen signatures of Mark Zuckerberg

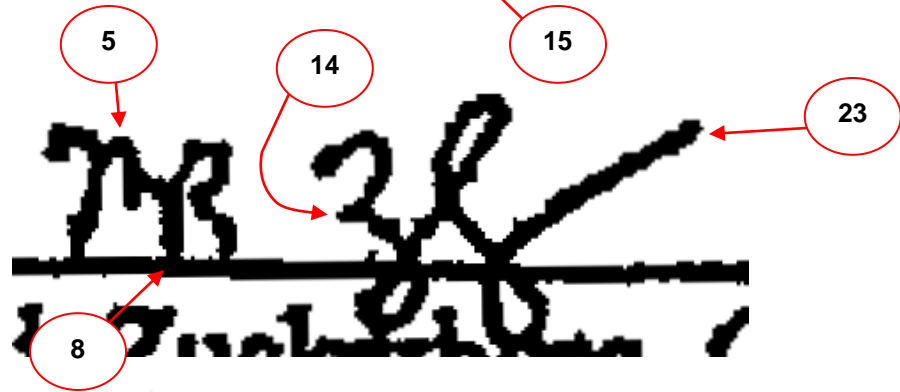
K1.14
05/02/2005



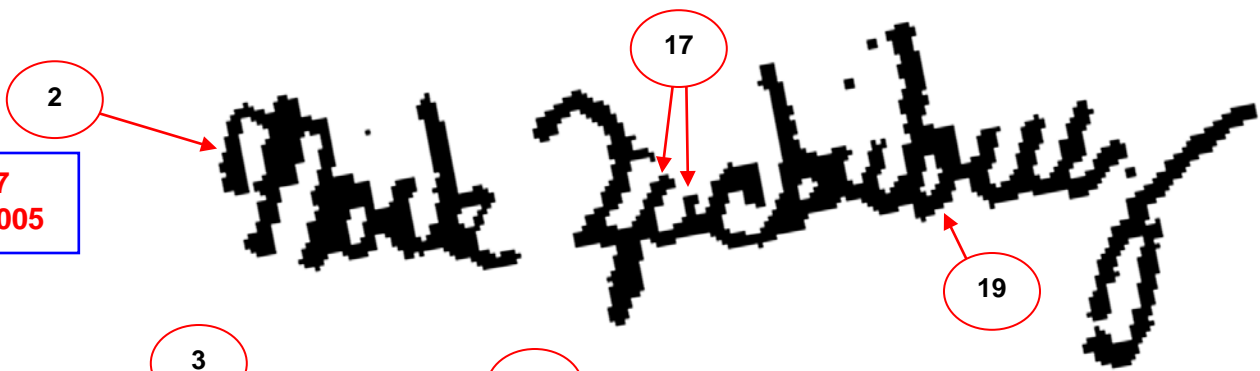
K1.15
05/30/2005



K1.16
09/30/2005



K1.17
10/13/2005



K1.18
01/31/2006

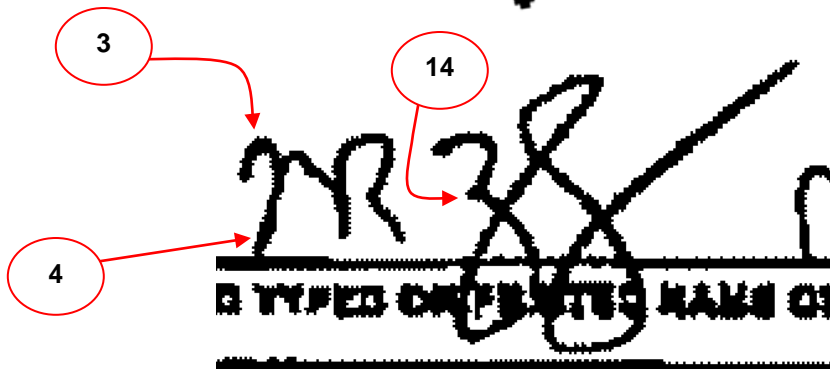
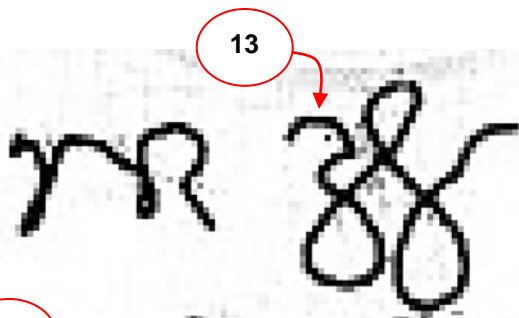


EXHIBIT 17.4

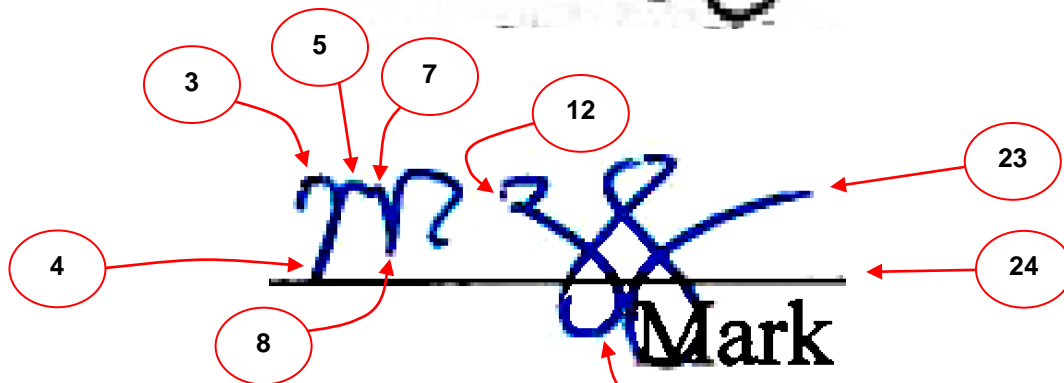


Known specimen signatures of Mark Zuckerberg

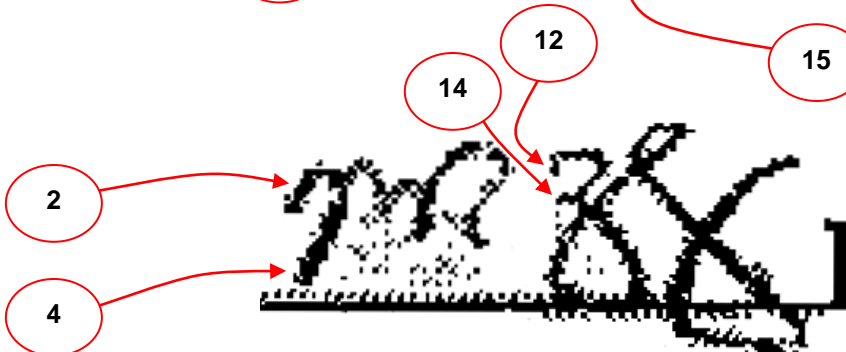


K1.19
05/11/2006

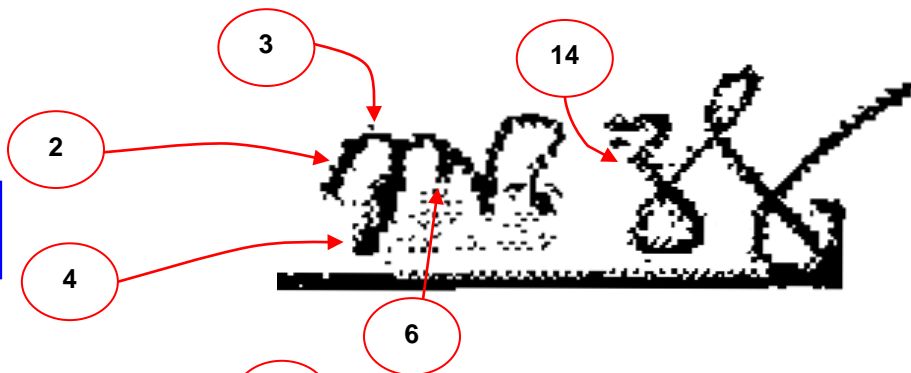
K1.20
01/03/2008



K1.21
02/09/2009



K1.22
02/09/2009



K1.23
02/09/2009



EXHIBIT 17.5



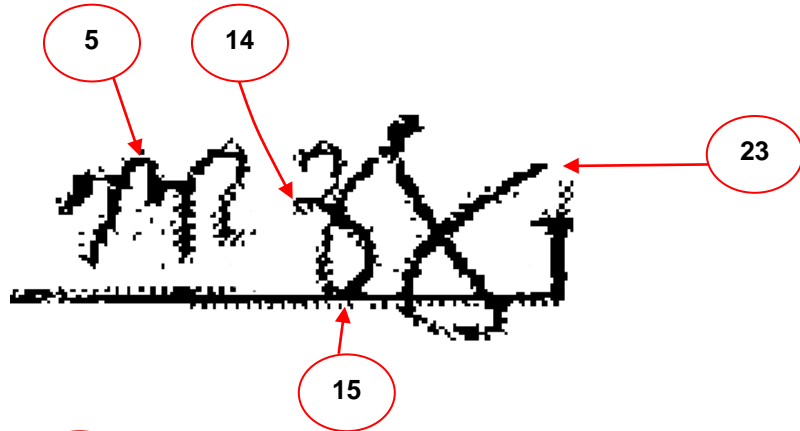
BLANCO & Associates Inc.

Known specimen signatures of Mark Zuckerberg

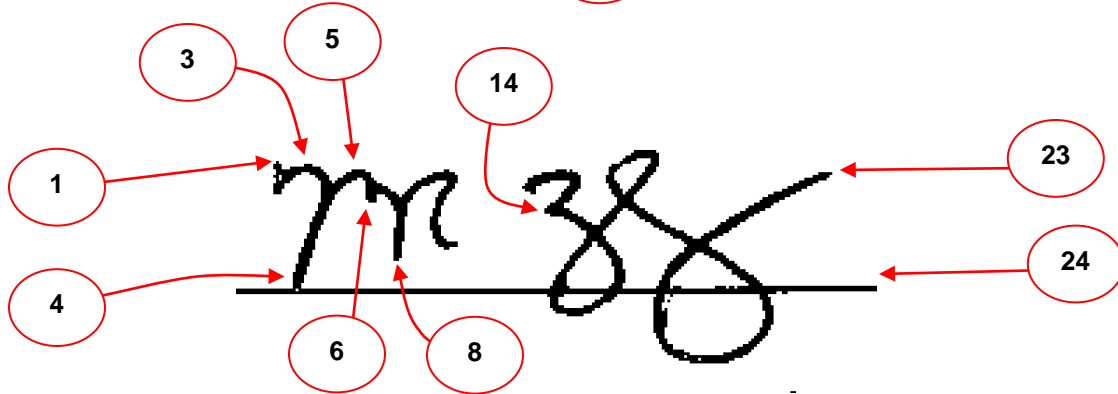
K1.24
02/09/2009



K1.25
02/09/2009



K1.26
08/25/2010



K1.27
06/01/2011

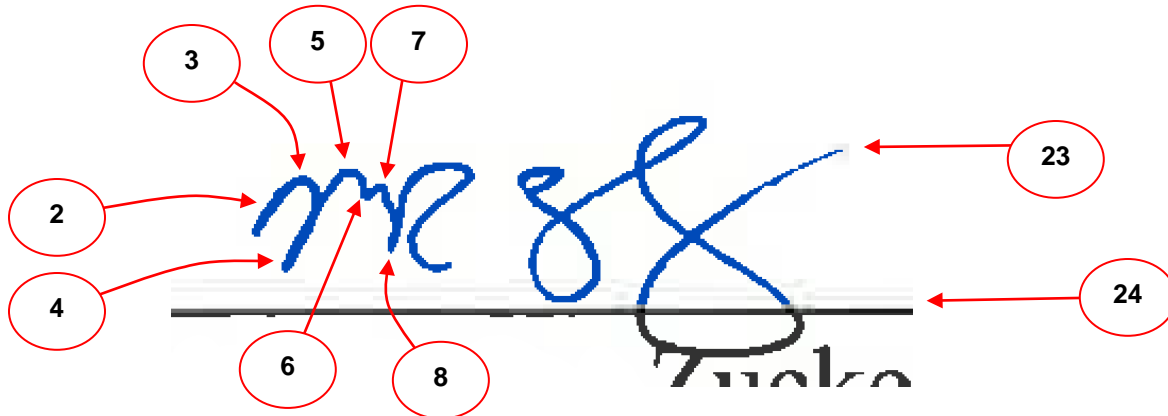


EXHIBIT 17.6



BLANCO & Associates Inc.

EXHIBIT 18

EXHIBIT 18

EXHIBIT 18

The Scientific Examination of Documents

Methods and Techniques

Second Edition

DAVID ELLEN



Taylor & Francis
Publishers since 1798

The Variations Between Normal Writings

really no more than the name written in his or her normal writing, and others where a distinctive mark is made, often barely readable or completely illegible.

Whatever the normal forms of the letters in the cursive writing of the subject may be, the signature must be considered separately. What is written is consciously chosen, whether it is the whole name, the first name and other initials or just initials and the surname. The initials can be joined to each other or to the surname or separated, and the whole may have an underlining of varying complexity.

When people are not used to writing much it is quite possible that their signature is the piece of writing they most commonly perform, and so it may be of a higher standard of fluency than their other writings. This may sometimes give the impression that a piece of writing and the signature following it are by different hands. Sometimes, of course, this is the case; one person will write out a receipt or agreement or any other document and a second will sign it. If it is necessary to compare a signature with writing above it, care is needed because the writer may have adopted a special method of writing his signature, or may be more skilful at writing it.

Like other writings a signature is subject to variation. No one can reproduce a signature exactly, like a printing process, and there are commonly wide variations found in the output of one person. As with other writings, some people are quite consistent and others extremely variable. Signatures can be made in a variety of different places; some are comfortable and therefore conducive of the most natural results. In others where there is difficulty in writing, the results may be somewhat different. The significance of these differences is discussed in the next chapter.

Layout

Apart from the writing itself there are other factors on a written page which vary from person to person but tend to remain constant in the output of one person. The way the writing is arranged on the page, the size of gaps between words and lines, the use of punctuation marks, the employment of margins either side of the text, the separation of paragraphs and where they begin, all give scope for variation between writers. Special documents, for instance envelopes and cheques, provide further areas of diversity between writers. The address written on an envelope can begin near the top or further down; the lines of writing can be well spaced or not and can be staggered. Commas or full stops may be present at the ends of lines or after a house number. Parts of cheques can be written in many different combinations of methods. The ways chosen to write the date and the money amount in writing and figures, the position of the payee's name and other features, can vary greatly.

Such layout factors tend to remain consistent even when deliberate changes are made in writing style, and can add evidence to that gained from the study of the writing itself.

Variations within the writings of one person

Reference has been briefly made to the variations found within the writing of one person, especially differences in overall appearance due to speed of writing and other factors. In these conditions, much of the detail described above will remain unchanged, and characteristic or unusual features will still be found. However, no writer is so consistent that each example of a particular letter of the alphabet is so

Scientific Examination of Questioned Documents

Revised Edition

ORDWAY HILTON

Examiner of Questioned Documents
Landrum, South Carolina

ing this conclusion, consideration must be given to the writing variation. No two samples of writing prepared by anyone are identical in every detail, since variation is an integral part of natural writing. The amount and kind of variation differs among writers and in its way forms an important element in the identification. With some it is slight and occurs only in details; with others it covers a rather wide range (Figure 8.5). Variation is due principally to the lack of machinelike precision in the human body, but it is also accentuated by external factors, such as writing position, writing instrument, and care of execution.

Writing variation is also influenced by physical and mental conditions, such as fatigue, intoxication, drug use, illness, and nervousness. These several factors produce a varying degree of deterioration in the quality of writing, commensurable in its degree with the intensity of the cause. The advanced age of the writer and the quality of writing he prepares in the course of time may introduce greater variation between specimens written at widely separated dates.

Variation does not preclude identification of the writing. In fact, variation around the basic qualities of the handwriting forms an additional factor that serves to personalize and identify writing. Thus, handwriting can be most accurately identified when the standard and questioned specimens were written under comparable conditions. Establishing the source of writing, therefore, becomes a process of determining its fundamental qualities and habits together with an accurate range of variation through which the writing fluctuates. It is necessary to demonstrate that not only the unknown writing has the qualities and habits of the known writing, but also that the deviations from the basic patterns that occur in the unknown writing are such as can be predicted from the variations in the standards. All this presumes that the standards are truly representative of writing prepared

Figure 8.5. The sharp variation in slant is unusual, but is an example of the extreme variation that can be encountered occasionally.

backhand is the nicest that you've
 read but it surely isn't pretty
 This is the one I use when I'm in a
 hurry to dash off a note or comm.

EXHIBIT 19

EXHIBIT 19

EXHIBIT 19

Mark Zuckerberg
2734 Harvard Yard Mail Center
Cambridge, MA 02138
914.646.8593

StreetFax Back-End Technical Specification

Non-technical Explanation:

To make the specification more readable, I will give an overview of the functionality of the system described by the set of scripts and applications below.

The first section deals with logon and security. The first script makes sure that the interface through which users log into the system is completely secure, using the latest methods of commercial cryptography. It will verify if the user has the privileges to enter the system, and if they do, it admits them. The second script protects the system from being entered through a page other than the logon page. If the only security was at the logon screen, then a person could just go to a different page and bypass the logon completely. This script will ensure that the user is logged in before it grants access to any page on the site. The third script in this section will allow the site administrators to create and edit usernames and account information. This is critical for customers who do not create their accounts through the site.

The second section deals with e-commerce. Much of the discussion here is about the different options of registration with SSL and VeriSign. The scripts we develop will use these technologies to perform secure e-commerce transactions. It will allow users to register on a subscription and individual-use basis. All actions performed by users in this section of the site will be logged in a database and can be used to generate reports later on.

The third section deals with searching the database of images. The user will enter two streets to search for their intersection, and then a script we write will search the database. If multiple intersections are found, the user will be shown a list with the towns and states to choose from. If, after reviewing the choices, there is still no an accurate match, the user will be routed to another page which will ask them to specify a state and city for a more detailed search. From their selection, the user is taken to another page with the list of intersections matching their search in the specified area. The user can choose an intersection to search for images. If only a single intersection is returned from the original search, then the images from that intersection are automatically brought up. The images will be displayed in alphabetical order with any signs at the top of the page above the photographs of the intersections. The script that retrieves the images from the database will also construct the necessary sentence describing the image from information in the database. If at any point no intersection is found, the user will be taken to a site that asks them if they want to pay to have those images acquired for them within 24 hours, this screen will appear as a half page with the nearest possible matches above it. They can search these pictures by clicking on any one of the intersections to

- d. A subscript to include speed limits in the capacity of the search engine. This script will return images of the speed limits in the queried regions using the keywords described. A full explanation of all keywords will be needed to write this script. EDT: 2 days.
4. Adjuster Preference Scripts
- a. A script to store adjusters' comments about images from their queries in the database. This script will take the comments that adjusters enter about the images and it will save the comments in the database for later retrieval when the same images are viewed. EDT: ½ day.
 - b. A script to query adjusters' comments about images from the database. This script will return and display the current adjuster's saved comments about the currently viewed images in the allotted area for marking notes. EDT: ½ day.
 - c. A script to store adjusters' viewing preferences about the layout of the screen. Several different layout options will be available (they are not specified here but they will be in the final specification), and this script will save each adjuster's settings in the database. EDT: ½ day.
 - d. A script to query adjusters' viewing preferences from the database and incorporate these settings into the display. The script will apply the given display settings into the screen format. As mentioned in 4.c, the different settings available to the adjusters will be specified in the final version of the spec. EDT: 1½ days.
 - e. A script that allows Back End Administrators to view & edit all intersections within a given city through a drop down menu bar.
5. Database Architecture
- a. An application to build the appropriate table structure from the image files in the system. This program will make an entry in the main table in the database for each image file in the database. This is the conversion necessary to get from the raw image collection to the organized database we will use in the site. The program will be robust enough to handle images within different directory structures as long as the same naming convention is used throughout the file system. This will allow images of a given intersection to be stored in a separate folder, or in a conglomerate folder with images from other intersections, as long as each image follows the same naming convention. For this version of the specification, the file naming convention in use unilaterally will be "directional+street1+street2". EDT: 3½ days.
 - b. Configuration of an efficient table structure in the database. This construction will provide the framework for the database so that it can be populated with all of the necessary data fields. EDT: 2 days.

Server Specification and Applications:

1. Package Research

- a. As we have not yet decided how to host the final application, some research must be done to figure out the best option in this area. It seems doubtful that we will be able to find a non-specific contract agreement with some well-known hosting company that will meet our specifications for access requirements and applications that need to be run. Therefore, it might seem

2. Highlighted Maps
 - a. This feature will be difficult to implement since it will require someone to go through the database and add information to all of the old entries. At this point, that does not seem like an economical use of resources. We can try to implement this enhancement later on, perhaps using a different algorithm.

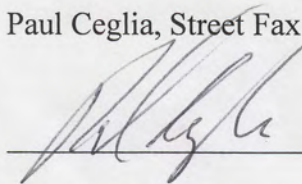
3. Automated Database Applications
 - a. It was a little unclear to me what sort of automated database cleanup you wanted, but I definitely see room for redundant entry filtering, data linking, and priority sorting to help increase the efficiency of the system. This can come after the basic development.
 - b. Scripts that query the database to find results from a specific photographer and that email photographers when photographs have not been submitted on time. This functionality also seems less important in getting the system up and running.

4. Robust Photographer Interface
 - a. This feature will take the form of a powerful custom server application that photographers can log into to use dynamic functionality within the assignment and request systems. It will also provide the photographers with extra tools for batch uploading and perhaps editing of their images.

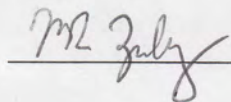
5. Anti-Hacker System
 - a. An additional system to ensure the security of the server and maintain the integrity of the information inside. Since some of the data, namely credit card numbers and passwords, is sensitive, this extra functionality is highly recommended in the long term.

This specification will be approved with appropriate signatures below.

Paul Ceglia, Street Fax

 4/28/03

Mark Zuckerberg

 04.28.03

08/09/04 12:12 FAX 6505137905

EQUINIX

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Aug-08-04 01:52pm From-

T-372 P.018/024 F-407



MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into on 20/04 ("M&A Effective Date") (to be completed by Equinix after receipt) by and between Equinix Operating Co., Inc. ("Equinix") and the undersigned customer ("Customer") and includes the following exhibits:

- a. Exhibit A - Confidentiality Provisions; and
- b. Exhibit B - Sublicensing Provisions.

Capitalized terms used herein but not otherwise defined will have the meaning ascribed to them in Section 10.

1. Services.

Subject to the terms and conditions set forth in this Agreement, Equinix will provide the Services to Customer.

2. Ordering.

a. Customer may request Services during the Term by (i) executing a Sales Order (ii) placing an Online Order, or (iii) placing a Phone Order. Each Order, which will only be effective when accepted by Equinix, will be governed by the terms and conditions of this Agreement.

b. Equinix will provide Customer with an account and password to access the Customer Care Website. Customer is responsible for maintaining the confidentiality of his account and password and for restricting and granting access thereto. Notwithstanding anything in this Agreement to the contrary, Customer is responsible and liable for all activities that occur under Customer's account (including all payments owed for any Order that are placed under Customer's account), regardless of whether such activities are conducted by Customer, a Sublicensee or any other third party, and regardless of whether such Orders are authorized by Customer. Equinix has no obligation to verify that anyone using Customer's account and password has Customer's authorization.

3. Payment Terms and Taxes.

a. Unless otherwise agreed between the parties in writing, Service Fees for the Services will begin to accrue on the Billing Commencement Date. Equinix will invoice Customer for the Services on a monthly basis (partial months will be billed on a pro rata basis) and Customer will pay for the Services in accordance with this Section 3 and the Orders. Customer will pay in full all invoices from Equinix within thirty (30) days of the date of invoice. Any past due amounts owed by Customer will accrue interest at the lesser of one and a half percent (1.5%) per month or the highest rate permitted by applicable law. Unless otherwise stated in the Order, all invoices will be paid in U.S. Dollars.

b. The Service Fees for Services ordered through Sales Orders will be listed on the Sales Orders. For all other Orders, the Service Fees for Services will be Equinix's then-current list price for such Services, unless otherwise agreed to by the parties in writing. Customer agrees to pay for the Services for the duration of the Term. Notwithstanding anything in this Agreement to the contrary, for each Service, upon the expiration of the Initial Service Term, the rates and fees for Services will be subject to change, at Equinix's reasonable discretion, upon sixty (60) days' prior notice to Customer.

c. Notwithstanding anything to the contrary in this Agreement, the rates and fees for Power Services ordered by Customer will remain in effect for one (1) year from the beginning of the Service Term for such Power Services, and thereafter, the rates and fees for the Power Services will be subject to change, at Equinix's reasonable discretion, upon sixty (60) days' prior notice to Customer.

d. Customer will pay all Taxes and third-party charges related to the ownership and operation of Customer's Equipment and the activities

of Customer at each IBX Center, or attributable to, each IBX Center. Without limiting the foregoing, Customer will be responsible for paying any and all Taxes separately imposed, levied or assessed against Customer by, and preparing and filing any necessary return with, any governmental, quasi-governmental or tax authorities by the date such payments and returns are due. In no event will Customer's Equipment be construed to be insured.

e. Service Fees are exclusive of any Taxes imposed on Service Fees. Customer will be responsible for paying any Taxes imposed on Service Fees at the same time it pays the Service Fees. Customer will be responsible for timely paying in full all Taxes.

f. If Customer is required to make any deduction or withholding or to make any payment, on account of any Taxes in any jurisdiction, in respect of any amounts payable hereunder by Customer to Equinix, such amounts will be increased to the extent necessary to ensure that after the making of such deduction, withholding or payment, Equinix receives when due and retains (free from any liability in respect of any such deduction, withholding or payment) an amount equal to what would have been received and retained had no such deduction, withholding or payment been required or made.

4. Access and Use of the IBX Centers and Use of Customer's Equipment.

a. Subject to the terms and conditions of this Agreement, Customer will have access to the Licensed Space twenty-four (24) hours per day, three hundred sixty-five (365) days per year.

b. Unless otherwise expressly provided in an Order, Customer will be responsible for configuring, providing, placing, installing, upgrading, adding, maintaining, repairing, and operating Customer's Equipment which actions Customer may engage in only to the extent permitted by, and subject to, the terms and conditions of this Agreement. Customer represents, warrants and covenants that Customer has the legal right and authority (including regulatory consents), and will continue to have the legal right and authority throughout the Term, to operate, configure, provide, place, install, upgrade, add, maintain and repair Customer's Equipment as contemplated by this Agreement. Without limiting the foregoing, Customer will obtain such consent of Customer's subcontractors, third party providers, vendors and any other parties as may be necessary for Equinix (including any contractors or others acting at Equinix's request) to have the right to use and access Customer's Equipment for the purpose of providing Services.

c. At all times during the Term, Equinix and Customer agree to comply with the Policies, which are at all times incorporated by reference into this Agreement. Customer acknowledges that it has received a copy of the current Policies prior to the execution of this Agreement. Any modification by Equinix to the Policies will be effective upon notice to Customer, except modifications to the Shipping Policies, which will be effective immediately upon being made.

d. Customer will be responsible and liable for all acts or omissions of Customer's Authorized Person, Accompanying Persons, and Associated Entities, and all such acts or omissions will be attributed to Customer for all purposes under this Agreement, including for purposes of determining responsibility, liability and indemnification obligations.

e. Customer will not file a mechanic's lien or similar lien on the Licensed Space or IBX Centers, and Customer will be responsible for any mechanic's lien or similar lien filed by any Authorized Person, Accompanying Person or Associated Entity. Without limiting the foregoing, in the event any such lien is filed, Customer will be responsible for the immediate satisfaction, payment or bonding of any such lien.

5. Indemnification.

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a. Equinix will indemnify and hold harmless the Customer Parties from any and all liability, damages, costs and expenses (including reasonable attorneys' fees and expenses) for personal injury or damage to tangible property resulting from the gross negligence or willful misconduct of Equinix.

b. Customer will indemnify and hold harmless the Equinix Parties from any and all liability, damages, costs and expenses (including reasonable attorneys' fees and expenses) for (i) personal injury or damage to tangible property resulting from the gross negligence or willful misconduct of Customer, (ii) any claim by any of Customer's Authorized Persons, Accompanying Persons or Associated Entities or any employee of Customer other than a claim based on the gross negligence or willful misconduct of Equinix, (iii) any claim by a customer or end-user of Customer relating to, or arising out of, Customer's or any of its customers' services of the Services provided under this Agreement (including claims relating to interruptions, suspensions, failures, defects, delays, impairments or inadequacies in any of the aforementioned services, including the Services from Equinix, (iv) any claim that Customer has failed to fulfill a contractual obligation with a third party, and (v) any claim resulting from Customer's failure to obtain the required consents pursuant to Section 4(b).

d. Warranty Disclaimer, Limitation of Liability, Credits.

a. EQUINIX DOES NOT WARRANT THAT THE SERVICES PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE. EQUINIX DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, EQUINIX DOES NOT MAKE AND HEREBY DISCLAIMS ALL EXPRESS WARRANTIES. ALL SERVICES PROVIDED PURSUANT TO THIS AGREEMENT ARE PROVIDED OR PERFORMED ON AN "AS IS", "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS SOLELY AT ITS OWN RISK.

b. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOSS OF BUSINESS, LOSS OF REVENUES, LOSS OF DATA, INTERRUPTION OR CORRUPTION OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR ANY OTHER TYPE OF DAMAGES OTHER THAN DIRECT DAMAGES.

c. EQUINIX'S TOTAL LIABILITY TO CUSTOMER IN THE AGGREGATE FOR THE ENTIRE TERM WITH RESPECT TO ALL CLAIMS ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING ATTORNEY'S FEES) WILL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SIX (6)-MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE FIRST CLAIM AROSE. AS A FURTHER LIMITATION, EQUINIX'S MAXIMUM LIABILITY FOR ANY CLAIMS RELATING TO SERVICES OFFERED OR PROVIDED BY EQUINIX (I) FOR A NON-RECURRING CHARGE ONLY OR (II) AS SMART HANDS SERVICES SHALL NOT EXCEED THE AMOUNT OF THE SERVICE FEE FOR SUCH SERVICE PROVIDED ON THE OCCASION GIVING RISE TO THE CLAIM.

d. THE LIMITATIONS SET FORTH IN SECTIONS 8(b)-(c) WILL APPLY TO ANY AND ALL CLAIMS AND CAUSES OF ACTION WHATSOEVER, REGARDLESS OF WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY.

e. Each party waives its right to bring any claim against the other party arising or in any way relating to this Agreement more than six (6) months after the date this Agreement expires or is earlier terminated.

f. Nothing in this Agreement will be construed as limiting the liability of either party for personal injury or death resulting from the negligence of a party.

g. If some or all of the Licensed Space is not usable for a period exceeding one hour (the "Temporarily Unusable Licensed Space"), Customer will be entitled to a credit of one seven hundred twentieth (1/20) of the monthly recurring portion of the Service Fee for such

Temporarily Unusable Licensed Space for each hour that such space is unusable. This credit is Customer's sole and exclusive remedy for interruptions, suspensions, failures, defects, delays, impairments or inadequacies in any of the Services. Notwithstanding the foregoing, Customer will only have the right to receive a credit if (i) Customer notifies Equinix within five (5) days of its inability to use the Temporarily Unusable Licensed Space and (ii) the Temporarily Unusable Licensed Space is not usable for reasons other than (a) the actions or omissions of Customer or any Sublicensee or other third-party acting on Customer's behalf, (b) Customer's Equipment or the equipment of any Sublicensee or other third-party acting on Customer's behalf, or (c) circumstances or events beyond Equinix's control.

7. Insurance.

a. Customer agrees to maintain, at its expense, for each IBX Center during the entire time this Agreement is in effect, (i) Commercial General Liability Insurance in an amount not less than One Million U.S. Dollars (\$1,000,000) or the local currency equivalent per occurrence for bodily injury, death and property damage, which policy will include contractual liability coverage related to this Agreement, (ii) Workers' Compensation and employer's liability insurance in an amount not less than that prescribed by law, and (iii) umbrella or excess liability insurance with a combined single limit of no less than Two Million U.S. Dollars (\$2,000,000) or the local currency equivalent. Prior to any use of the Licensed Space at an IBX Center (including, but not limited to, delivery of any of Customer's Equipment to an IBX Center), Customer will furnish Equinix with certificates of insurance that evidence the minimum levels of insurance set forth herein and which name as additional insureds Equinix and other parties with an interest in the Licensed Space or the IBX Center, as designated by Equinix. In addition, Customer will notify Equinix of any non-renewal, cancellation, reductions in policy limit or other material change in Customer's coverage at least forty-five (45) days prior to such change in coverage. Equinix will not have any obligation to insure any property belonging to or in the possession of Customer.

b. Customer will cause and ensure that each insurance policy referred to in Section 7(a), will provide that the insurers waive all claims and rights of recovery by subrogation against the Equinix Parties in connection with any liability or damage covered by Customer's insurance policies. As to any property insurance carried by Equinix on the IBX Centers where any of the Licensed Space is located, Equinix will obtain a waiver of subrogation in favor of Customer. Except as set forth in Section 5, Customer will not have any responsibility for any loss or damage to equipment owned by Equinix, and Equinix will not have any responsibility for any loss of damage to Customer's Equipment.

8. Term of Agreement, Suspension of Service, Termination, and Removal of Customer's Equipment.

a. This Agreement will commence on the MSA Effective Date. Unless earlier terminated in accordance with its terms this Agreement will terminate on the date the last Order then in effect expires or is terminated pursuant to the terms and conditions set forth in this Agreement (which will be the date on which the last Service Term if such last Order expires or is terminated pursuant to the terms and conditions of this Agreement). Unless otherwise agreed to by the parties in writing, for each Service ordered on a Sales Order, the Initial Service Term for such Service will commence on the date referred to as the "Sales Order Effective Date" and end two (2) years after the Billing Commencement Date. Unless otherwise agreed to by the parties in writing, the Initial Service Term for each Service ordered via a Phone Order or Online Order will commence on the Billing Commencement Date and end (i) when the License for the Licensed Space into which such Service is installed expires or terminates pursuant to this Agreement or (ii) two (2) years after the Billing Commencement Date if such Service is not installed in Licensed Space. Unless otherwise agreed to by the parties in writing, for each Service, upon expiration of the Initial Service Term and each renewal, the Service Term for such Service will renew automatically for additional terms of one (1) year each, unless either party notifies the other party at least forty-five (45) days prior to the end of the then-current Service Term for such Service that it has elected to terminate the Service Term for such Service, in which event the Service Term for such Service will terminate at the end of such then-current Service Term.

b. Either party may terminate this Agreement by giving notice of

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termination to the other party if the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of notice of the same. Notwithstanding the foregoing, except where Customer has failed to timely cure a monetary breach, if a party fails to timely cure a material breach as to only one IBX Center, and Customer has Licensed Space in more than one IBX Center, then the non-breaching party may only terminate this Agreement (and the corresponding Orders) as to the IBX Center where the material breach has not been timely cured, and this Agreement will remain in full force and effect as to all other IBX Centers.

c. Notwithstanding Section 8(b), Equinix may terminate this Agreement (or, at Equinix's sole discretion, suspend the provision of Services, including discontinuing the supply of power) if (i) Customer fails to cure any monetary breach of this Agreement (e.g. fails to pay any amounts owed) within ten (10) days of notice of the same (five (5) days in the event Customer's account is past due on three (3) or more occasions during a six (6)-month period); (ii) Customer liquidates, ceases to do business, or becomes insolvent or (iii) Customer breaches any provision of this Agreement that in Equinix's reasonable judgment interferes with, or has the potential to interfere with Equinix's operation or maintenance of the IBX Center or with its other customers' use thereof, and Customer fails to cure such breach within twenty-four (24) hours of being notified of the same. If Equinix suspends a Service pursuant to this Section 8(c), Equinix will resume the discontinued Service within twenty-four (24) hours after it is reasonably satisfied Customer has cured the breach(es) which gave rise to Equinix's right to suspend the Service. Equinix may charge a reinstatement fee equal to the direct out-of-pocket expenses incurred by Equinix to resume the discontinued Service.

d. Equinix may terminate this Agreement as to any affected Licensed Space or IBX Center if any portion of the IBX Center in which the affected Licensed Space is located becomes subject to a condemnation proceeding or is condemned, Equinix's possession is otherwise terminated or abated, or Equinix cannot provide Customer with access to the affected Licensed Space as contemplated herein for a period exceeding thirty (30) days.

a. Upon expiration or termination of an Order (or any portion thereof), all other rights of Customer with respect to the Licensed Space on such Order (or the affected portion thereof) ("Terminated Space") will terminate, and Customer will remove all of Customer's Equipment and other property belonging to Customer or Customer's Authorized Persons, Accompanying Persons and/or Associated Entities, but excluding any wiring, cable or other equipment or property owned, leased or licensed by Equinix, from the Terminated Space no later than the effective date of such termination. If Customer fails to remove any such property in accordance with this Section 8(a), Equinix will be entitled to pursue all available legal remedies against Customer, including one or more of the following remedies: (i) immediately removing any or all such property and storing it at Customer's expense at an on-site location, (ii) shipping such property to the address set forth at the end of this Agreement at Customer's risk and expense, or (iii) upon providing thirty (30) days' prior notice to Customer, and if Customer fails to remove such property within such thirty (30)-day period, liquidating such property in any commercially reasonable manner and charging Customer for all costs associated with the liquidation. Notwithstanding anything in this Agreement to the contrary, Customer will not be entitled to remove any Customer's Equipment from an IBX Center upon termination of this Agreement if Customer's account is past due.

f. While Customer has no right to use the Services after the end of the Term, if Customer does so, Customer will be obligated to pay for the Services pursuant to the terms and conditions of this Agreement and any applicable Orders, and this Agreement, and any such applicable Orders, will continue in effect for as long as the Services are used by Customer. In such event, this Agreement, and any applicable Orders, will be terminable at will by Equinix effective immediately upon notice to Customer.

g. Customer grants Equinix a security interest in all of Customer's Equipment now or hereafter located at each IBX Center, to secure payment of all amounts and satisfaction of all obligations due under this Agreement. In connection therewith, if required by applicable law, Equinix will be entitled to file one or more financing statements with respect to its security interest and Customer will sign all necessary documents, and take such other actions as Equinix reasonably requests, to perfect or continue such security interest. Equinix will not take any

action to enforce its security interest in the Equipment until such time as any invoice is sixty (60) days or more past due.

h. Neither party will be liable to the other party for property terminating this Agreement or any portion thereof in accordance with its terms, but Customer will be liable to Equinix for any amounts owed prior to the effective date of termination. Notwithstanding anything to the contrary in this Agreement, Equinix has the right to recover from Customer all damages recoverable under law for the period past the end of the Term, if Equinix terminates this Agreement prior to the end of the full Term due to Customer's material breach.

i. Under no circumstances will any Order survive the expiration or earlier termination of this Agreement, and under no circumstances will any Order pertaining to an IBX Center survive the termination of this Agreement as to that IBX Center. Equinix will not have any obligation to provide any of its Services after the expiration or earlier termination of this Agreement and Equinix will not have any obligation to provide any of its Services at an IBX Center after the expiration or earlier termination of this Agreement as to such IBX Center.

9. Miscellaneous

a. Except where otherwise expressly stated in the Agreement, all notices, consents, or approvals required by this Agreement will only be effective if in writing and sent by (i) certified or registered air mail, postage prepaid, (ii) overnight delivery (requiring a signature upon receipt), (iii) delivery by hand or (iv) facsimile or electronic mail (promptly confirmed by certified or registered mail or overnight delivery), to the parties at the respective street addresses, facsimile numbers, or electronic mail addresses set forth at the end of this Agreement or such other addresses or facsimile numbers as may be designated in writing by the respective parties. Notices, consents and approvals will be deemed effective on the date of receipt.

b. This Agreement will be governed in all respects by the internal laws of the State of California without regard to its conflict of laws provisions. The parties irrevocably agree to the exclusive jurisdiction of the courts of San Francisco, California. If any legal action is brought by either party under, or relating to, this Agreement the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs.

c. Neither party's directors, officers or employees will have any liability to the other party with respect to this Agreement. Except as may be specifically otherwise consented to by an Affiliate of a party, neither party's Affiliates will have any liability to the other party with respect to this Agreement.

d. This Agreement, the exhibits, the Policies and all Orders, all of which are incorporated herein by reference into this Agreement, constitute the complete and entire agreement between the parties with respect to the subject matter hereof, and supersede and replace any and all prior or contemporaneous discussions, negotiations, proposals, understandings and agreements, written and oral, regarding such subject matter, as well as any industry custom. This Agreement will be effective only when signed by both parties. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be amended only in writing by an instrument signed by all parties.

e. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, consent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

f. If Customer and Equinix execute multiple Orders, each additional Order will supplement rather than replace the prior Orders, unless otherwise stated by the parties in writing. Notwithstanding anything in this Agreement to the contrary, (i) Equinix has no obligation to execute any Order with Customer, (ii) no Sales Order will be effective unless executed by both parties, and (iii) no Online Order or Phone Order will be effective unless made by Customer and agreed to by Equinix, which agreement by Equinix will be reflected either by Equinix's written confirmation of such Online Order or Phone Order or by Equinix's commencement of the provision of the Services ordered under the Online Order or Phone Order.

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T-372 P.018/024 F-407

9. Each party acknowledges and agrees that it has reviewed, and has had an opportunity to have reviewed, this Agreement (including the exhibits and the Policies), and it is the parties' intent that this Agreement will not be construed against either party. The section headings and captions throughout this Agreement are for convenience and reference only, and will not be used to construe this Agreement.

h. If any provision of this Agreement, as applied to either party or to any circumstance, is adjudged by a court to be invalid, illegal or unenforceable, the same will not affect the validity, legality, or enforceability of the portion of the provision, if any, that is not invalid, illegal or unenforceable, the application of such provision in any other circumstances, or the validity, legality, or enforceability of any other provision of this Agreement. All terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court in any action between the parties is requested to reform any and all terms or conditions to give them as much effect as possible.

i. Sections 5, 6, 7, 8 and Exhibit A will survive the termination of this Agreement. In addition, all provisions of this Agreement that can only be given proper effect if they survive the termination of this Agreement will survive the termination of this Agreement. This Agreement will be void as to any obligation incurred prior to termination of this Agreement. Without limiting the foregoing, Customer will pay all amounts owed to Equinix under this Agreement, including any amounts that are not due until after the expiration or earlier termination of this Agreement. Each party recognizes and agrees that the warranty disclaimer and liability and remedy limitations in this Agreement are material bargained for bases of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Agreement and in the decision by each party to enter into this Agreement. The parties agree that the warranty disclaimer and liability and remedy limitations in this Agreement will survive and apply even if found to have failed of their essential purpose.

j. Except where otherwise expressly stated herein, and subject to the limitations set forth in Section 7, the rights and remedies provided for herein are cumulative and not exclusive of any rights or remedies that a party would otherwise have.

k. Equinix and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Equinix and Customer. Neither Equinix nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Neither Customer nor Equinix grants the other the right to use its trademarks, service marks, trade names, logos, copyrights, or other intellectual property rights or other designations in any promotion, publication, or press release without the prior written consent of the other party in each case.

l. This Agreement, and the rights of Customer hereunder, are, without any further action by any party, subject and subordinate to the leases for the IBX Centers and all superior instruments to such leases (including, without limitation, mortgages or ground leases for the IBX Centers). This Agreement is a services agreement and is not intended to and will not constitute a lease of any real or personal property. Customer acknowledges and agrees that (i) it has been granted only a license ("License") to use the Licensed Space in accordance with this Agreement; (ii) Customer has not been granted any real property interest under this Agreement; and (iii) Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances. Equinix hereby reserves, with respect to the IBX Centers, all rights not specifically granted to Customer in this Agreement, including, without limitation, the right (i) of access to and use of the IBX Centers for its own use or the use of others; (ii) to grant additional licenses to other persons or co-location customers for the use of portions of the IBX Centers; and (iii) to exercise or grant other rights not inconsistent with the rights granted in this Agreement.

m. Equinix may assign, delegate or transfer its rights and obligations under this Agreement to an Equinix Affiliate, or to a party acquiring all or substantially all of Equinix's business or assets, including through merger, and in the event of any such assignment, transfer or delegation, and the assumption by the transferee of the obligations of Equinix hereunder, Equinix will be released from any further liability or obligation under this Agreement. Customer may assign this Agreement without Equinix's consent only where the party to whom this Agreement

is assigned by Customer is either an Affiliate of Customer, or is acquiring all or substantially all of Customer's business or assets, including through merger. This Agreement will be binding upon and inure to the benefit of all successors and permitted assigns of Equinix and Customer, who will be bound by all of the obligations of their predecessors or assignors. Except as set forth in Exhibit B of this Agreement with respect to sublicensing, and this Section 8(m), Customer will not assign, delegate, transfer or sublicense all or any part of the Licensed Space.

n. Equinix will not be responsible or in any way liable, and Customer will not have any termination or other rights, arising out of or relating to any failure by Equinix to perform or any hindrance in the performance of its obligations under this Agreement if such failure or hindrance is caused by events or circumstances beyond Equinix's control, including acts of God, war, labor strikes, terrorist act, fire, flood, earthquake, any law, order, regulation or other action of any governing authority or agency thereof, or failure of the Internet.

o. All Orders are subject to all of the terms and conditions of this Agreement. In the event of a conflict between the body of this Agreement and an Order, the body of this Agreement will control, unless the body of this Agreement or the Order states that the conflicting term in the Order controls.

p. Unless otherwise expressly agreed to by the parties in writing, Equinix will retain title to all parts and materials used or provided by Equinix or third parties acting on its behalf in the performance and/or furnishing of the Services.

q. Equinix and Customer agree that, with the exception of Equinix's landlords, there will be no third party beneficiaries to this Agreement, including, but not limited to, any sublicensee, end user or Customer or the insurance providers for either party.

r. The parties specifically exclude application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement.

10. Definitions

Accompanying Person: Each person (other than an Equinix employee) who is accompanied by an Authorized Person while at an IBX Center.

Affiliate: As to a party, means any entity controlling, controlled by, or under common control with such party, where the term "control" and its correlative meanings, "controlling," "controlled by," and "under common control with," means the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the aggregate of all voting equity interests in an entity.

Associated Entity: Each company, partnership or other entity of any type which employs, contracts with, or is otherwise associated or affiliated with any of Customer's Authorized Persons or Accompanying Persons. Without limiting the foregoing definition, each Sublicensee that has sublicensed Sublicensed Space at an IBX Center will be an Associated Entity at such IBX Center.

Authorized Person: Each person who is included on a list of Authorized Persons given to Equinix by Customer in accordance with the Policies.

Billing Commencement Date: For each Service, unless otherwise agreed to by the parties in writing, a) for a Service ordered in a Sales Order, the date designated in Sales Order as the date charges will begin to accrue, and b) for a Service ordered in an Online Order or Phone Order, the date Equinix begins providing the Service to Customer.

Cross-Connect: A physical or wireless interconnection within an IBX Center that (i) exits Customer's cage or (ii) connects Customer to another Equinix customer.

Customer Care Website: Equinix's customer care website accessible via the Internet at a location designated by Equinix, which it has the right to change from time to time.

Customer Cross-Connect: A physical interconnection, including cable, connections, and other wiring, that (i) does not exit Customer's cage, (ii) does not connect Customer to another Equinix customer and (iii) interconnects (a) Equipment belonging to the Customer or (b) Equinix-provided: POD Equipment in Customer's cage with Customer's Equipment.

Customer's Equipment: All network and/or computer equipment

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Aug-06-04 01:54am From-

T-372 P.020/024 F-407

(including wiring and Customer Cross-Connects between such equipment and Customer's POD Equipment) that is located in the Licensed Space, regardless of whether such equipment is owned, leased, licensed or otherwise obtained for use by Customer (but this does not include Cross-Connects or Equinix POD Equipment located in Customer's Licensed Space).

Customer Parties: Customer and the Affiliates, owners, officers, directors, employees, contractors and agents of Customer.

Equinix Parties: Equinix and the Affiliates, owners, officers, directors, employees, contractors and agents of Equinix.

IBX Centers: The Internet Business Exchange Centers leased or owned by Equinix in which Customer licenses Licensed Space or receives Services from Equinix pursuant to an Order.

Licensed Space: The areas licensed by Customer under this Agreement and as identified in the Orders as to the amount of space. For each Licensed Space, Equinix will determine at all times during the Term the exact location in the IBX Centers where the Licensed Space will be located, and Equinix will notify Customer accordingly.

Online Order: An Order for Services placed by Customer via the Customer Care Website and accepted by Equinix pursuant to this Agreement.

Order: Any Sales Order, Online Order or Phone Order between Customer and Equinix.

Phone Orders: An Order for Services placed by customer via telephone and accepted by Equinix pursuant to this Agreement.

POD Equipment: The (i) patch panels, DSX panels for category 6 twisted pair, co-axial, single and multi-mode fiber, or (ii) other appropriate (as reasonably determined by Equinix) point of demarcation equipment.

Policies: The procedures, rules, regulations, security practices and policies adopted by Equinix that are then in effect for the IBX Centers, and as they may be amended from time to time by Equinix and so notified to Customer.

Power Services: Power circuits ordered by Customer. For the avoidance of doubt, Power Services do not include power provided by Equinix as part of a bundled service.

This Master Service Agreement has been entered into between the parties as of the MSA Effective Date.

Customer to complete:

The person signing below hereby warrants and represents that he or she has full authority to execute this Agreement for the party on whose behalf he or she is signing.

Customer Name: Mark Zuckerberg (Thefacebook, Inc)
(Complete Legal Name)

Authorized Signature: [Signature]

Printed Name: Mark Zuckerberg

Title: CEO

Street address for notices: 2 Russell Place

Debbi Ferry, NY 10522

Phone: 914.646.8543

Facsimile number: 914.693.6714

Electronic mail address: zuck@thefacebook.com

Sales Orders: All written sales orders executed by the parties which provide that such sales orders are governed by, and incorporated by reference into, this Agreement.

Services: All services, goods and other offerings of any kind set forth in an Order to be provided by Equinix to Customer pursuant to this Agreement.

Service Fees: Charges and fees for Services charged to Customer by Equinix pursuant to this Agreement.

Service Term: Each Service in an Order will have a Service Term, which for each Service will be the length of time from the agreed to effective date for the Service Term until the last day Equinix is required to provide such Service pursuant to the terms and conditions set forth in this Agreement or as otherwise agreed to by the parties in the applicable Order.

Shipping Policies: The portion of the Policies entitled Shipping Policies.

Sublicensed Space: The portion of the Licensed Space sublicensed to a Sublicensee by Customer pursuant to the terms of this Agreement.

Sublicensee: A customer of Customer or other third party who obtains internet and/or telecommunications services from Customer and who sublicenses all or part of the Licensed Space from Customer.

Taxes: Sales, use, transfer, privilege, excise, VAT, GST, consumption tax, and other similar taxes and duties, whether foreign, national, state or local, however designated, now in force or enacted in the future, which are levied or imposed by reason of the performance by Equinix or Customer under this Agreement or by Customer with respect to its operations and use of the Services, but excluding taxes on Equinix's net income.

Term: The term of this Agreement as determined in accordance with Section 8(a) of this Agreement.

Equinix to complete:

The person signing below hereby warrants and represents that he or she has full authority to execute this Agreement for the party on whose behalf he or she is signing.

Authorized Signature: [Signature]

Printed Name: Monica Brown Andrews Director of Customer Contracts

Title: _____

Street addresses for notices: _____

301 Velocity Way, 5th Floor
Foster City, California 94404, USA

Phone: +1 650-613-7000

Facsimile number: +1 650-613-1857

ELECTRONIC MAIL ADDRESS: contracts@equinix.com

EQ000011

08/09/04 12:20 FAX 65 05137805

EQUINIX

021

Aug-06-04 01:53pm From-

T-372 P-021/024 F-407

**Exhibit A
Confidentiality Provisions**

The following provisions apply with respect to the treatment of confidential information disclosed by the parties hereto. All capitalized terms not defined in this exhibit will have the respective meanings specified in the Master Service Agreement to which this Exhibit A is attached.

developed by the receiving party. The terms and conditions of this Agreement will cease being confidential if, and only to the extent that, they become publicly known, except through a breach of this Agreement by the receiving party.

a. Except as expressly permitted in this Exhibit A, neither party will, without the prior written consent of the other party, disclose any Confidential Information of the other party to any third party. Information will be considered Confidential Information of a party if either (i) it is disclosed by the party to the other party in tangible form and is conspicuously marked "Confidential", "Proprietary" or the like; or (ii) (a) it is disclosed by one party to the other party in non-tangible form and is identified as confidential at the time of disclosure; and (b) it contains the disclosing party's customer lists, customer information, technical information, pricing information, pricing methodologies, or information regarding the disclosing party's business planning or business operations. In addition, notwithstanding anything in this Agreement to the contrary, (i) the terms of the Agreement will be deemed Confidential Information of each party; and (ii) the design of the IBX Centers, the Services provided and equipment used at the IBX Centers and the configuration, interconnection, switching and routing of telecommunication cables, networks and services at the IBX Centers will be considered Confidential Information of Equinix.

c. Each party will secure and protect the Confidential Information of the other party (including, without limitation, the terms of this Agreement) in a manner consistent with the steps taken to protect its own trade secrets and confidential information, but not less than a reasonable degree of care. Each party may disclose the other party's Confidential Information where (i) the disclosure is required by applicable law or regulation or by an order of a court or other governmental body having jurisdiction after giving reasonable notice to the other party with adequate time for such other party to seek a protective order; (ii) if in the opinion of counsel for such party, disclosure is advisable under any applicable securities laws regarding public disclosure of business information; or (iii) the disclosure is reasonably necessary and is to that party's or its Affiliates' employees, officers, directors, attorneys, accountants and other advisors, or the disclosure is otherwise necessary for a party to exercise its rights and perform its obligations under this Agreement, so long as in all cases the disclosure is no broader than necessary and the party who receives the disclosure agrees prior to receiving the disclosure to keep the information confidential. Each party is responsible for ensuring that any Confidential Information of the other party that the first party discloses pursuant to this Exhibit A is kept confidential by the person receiving the disclosure.

b. Other than the terms and conditions of this Agreement, information will not be deemed Confidential Information hereunder if such information (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently

d. Notwithstanding the restrictions set forth in this Exhibit A or Section 9(b), during the Term, (i) Equinix may issue a press release announcing Customer's entry into the IBX Centers without obtaining Customer's consent; and (ii) either party may publicly refer to the other party, orally and in writing, as a customer or vendor of services of or to the other party, as the case may be, without obtaining consent from such party.

~~Equinix MSA (2/10/04)
United States
Equinix Proprietary and Confidential
Page 8 of 7~~

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EQUINIX

022

Aug-06-04 01:55pm From-

T-312 P.022/024 F-467

Exhibit B
Sublicensing Provisions

The following provisions apply with respect to any sublicense of Licensed Space (all capitalized terms herein having the respective meanings specified in the Master Service Agreement to which this Exhibit B is attached).

rights that Customer does not have under this Agreement. Without limiting the foregoing or any other restrictions on Sublicensees, no Sublicensee will have any right to use its Sublicensed Space in any manner that Customer is not permitted to use the Licensed Space.

a. Customer may sublicense the Sublicensed Space to Sublicensees provided that (i) the terms and conditions of such Sublicense will be no less restrictive than this Agreement, (ii) Customer will not in its dealing with such Sublicensee act or purport to act on behalf of Equinix or Equinix's landlords, (iii) Customer will require the Sublicensee to abide by the rules set forth in the Policies, and (iv) Customer will cause any Sublicensee to agree in writing that in consideration for the sublicense, Sublicensee waives, to the maximum extent permitted under law, any and all claims of any and all types against Equinix and Equinix's landlords, at all times, and that in no event will Equinix or Equinix's landlords have any liability to such Sublicensee, including liability to such Sublicensee for any damages whatsoever, including direct damages.

d. Sublicensees do not have any rights, separate and apart from Customer's rights, to access their Sublicensed Space. Accordingly, only Customer's Authorized Persons at an IBX Center may access the Sublicensed Space of Sublicensees at such IBX Center. Furthermore, Equinix is not responsible for restricting a Sublicensee's access to Customer's Licensed Space located in a cage or suite to which that Sublicensee has access.

b. Notwithstanding anything in this Agreement to the contrary, Customer will remain responsible to Equinix for the performance of all of Customer's obligations under this Agreement (including the payment of all amounts owed under this Agreement) and all other agreements between Equinix and Customer ("Related Agreements"). No sublicense agreement or arrangement between Customer and any Sublicensee will relieve Customer from any liability under this Agreement or any Related Agreements. Without limiting the foregoing, Customer is responsible for paying the Service Fees for all of the Licensed Space (including Sublicensed Space) and the charges for Services for, or relating to, any or all of the Licensed Space (including Sublicensed Space). In no event will Equinix be deemed to be providing any Services to Sublicensee for, or relating to, the Sublicensed Space, as the provision of any such Services will be deemed to be to Customer for all purposes under this Agreement.

e. Notwithstanding anything in this Agreement to the contrary, a Sublicensee has no right to sublicense, delegate, assign or otherwise transfer its rights to use the Sublicensed Space to any other person or entity without Equinix's consent, which consent may be withheld for any reason whatsoever or no reason. Any such sublicense, delegation, assignment or transfer will be null and void.

c. Customer must ensure that each and every sublicense agreement or other sublicense arrangement that Customer has with a Sublicensee does not have any terms and conditions that (i) are inconsistent with this Agreement, or (ii) seek to provide Sublicensees with

f. If the parties agree, Equinix and Customer will participate in a joint press announcement to announce when a Sublicensee sublicenses Sublicensed Space at an IBX Center.

g. Without limiting Customer's indemnification obligations under Section 5, Customer will indemnify and hold harmless the Equinix Parties from any and all liability, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising from or relating to (i) any claim by a customer or end-user of any Sublicensee relating to, or arising out of, a Sublicensee's or any of its customers' services, Customer's or any of its customers' services, or the Services provided under this Agreement (including claims relating to interruptions, suspensions, failures, defects, delays, impairments or inadequacies in any of the aforementioned services, including the Services from Equinix); and (ii) any claim by a Sublicensee to the extent that such claim, if sustained, would result in any greater obligation or liability of Equinix to such Sublicensee than Equinix has undertaken to Customer under this Agreement or any of the Related Agreements.

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EQ000013

Oct-08-04 11:34am From-Kinko's of Cupertino

408 777 1000

T-48 P.009/009 F-366



Sales Order

Customer Name: The Face Book	Account Manager: Tom Offenbach	Sales Order Number: A100A00077
IBX Center: SJO San Jose CA, USA	Sales Order Effective Date: (To be completed by Equinix) 10/8/04	

Section A: Space and Colocation Services Service Term: **12 months**

Space Type: Shared CAGE *DAM*

Space and Colocation Services	Quantity	MRC per Unit	MRC per Unit	Non-Recurring Charge	Monthly Recurring Charge
19" Closed Cabinet - CAB0000	2	\$ 600	\$ 650	\$ 1,200	\$ 1,300
Power - 20-amp, 120 V AC - POW00003	3	\$ 200	\$ 300	\$ 600	\$ 900
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -
SALES ORDER TOTAL				\$ 1,800	\$ 2,200

This sales order (the "Sales Order") is between Equinix Operating Co., Inc. ("Equinix") and the customer identified above ("Customer"), who wishes to order the products and/or services set forth above (each a "Service").

Unless otherwise agreed to by the parties in writing, each Service shall be delivered at the Internet Business Exchange Center identified above ("IBX Center"). Notwithstanding anything in this Sales Order to the contrary, this Sales Order is governed by, and incorporated by reference in, the Master Service Agreement (or the document with a similar function if no document entitled Master Service Agreement has been signed by the parties) having an effective date of 20 between Customer and Equinix Inc., and/or one or more of its wholly-owned subsidiaries ("Agreement"). All exhibits, addenda and policy documents referenced in this Sales Order are incorporated by reference in this Sales Order, and therefore in the Agreement. The meanings of all capitalized terms defined in this Sales Order shall apply whenever such terms are used in this Sales Order, unless otherwise stated in this Sales Order. For purposes of this Sales Order the terms "monthly recurring charges" and "MRC" may be used interchangeably, and the term "non-recurring charges" and "NRC" may be used interchangeably.

Notwithstanding anything to the contrary in the Agreement, the term of this Sales Order shall begin on the date this Sales Order is signed by both parties (the "Sales Order Effective Date"), and this Sales Order shall remain in effect until the last Service Term (as defined below) in effect expires or is terminated pursuant to the Agreement, including this Sales Order. Each Service in this Sales Order shall have a "Service Term", which for each Service shall begin on the Billing Commencement Date (defined below) and end upon completion of the period of time designated above as the Service Term. In addition, for each Service, the initial Service Term for such Service shall automatically renew for additional terms of one (1) year each, unless either party notifies the other party at least ninety (90) days prior to the end of the then-current Service Term for such Service that it has elected to terminate the Service Term for such Service, in which event the Service Term for such Service will terminate at the end of such then-current Service Term. Notwithstanding anything to the contrary in this Sales Order, (a) Equinix's provision of any Service, and Customer's use of such Service, are at all times governed by the Agreement, even if Customer begins using such Service prior to the beginning of its Service Term and (b) under no circumstances will a Service Term for any Service survive the termination of this Sales Order.

Notwithstanding anything to the contrary in the Agreement, (a) if the Agreement expires prior to the expiration of this Sales Order's then-current term, all of the terms and conditions of the Agreement (including limitation of liability and indemnification) will continue to apply to this Sales Order and all Services, until this Sales Order expires or is terminated, and (b) if the Agreement is terminated by either party prior to its full term, then this Sales Order, if still in effect, shall terminate upon the termination of the Agreement. If the Equinix entity providing the products and/or services set forth above (the "Equinix Provider") is not currently a party to the Agreement, notwithstanding anything in the Agreement to the contrary, the parties agree that the execution of the Sales Order shall automatically (i.e., without further action by either party) result in the Equinix Provider becoming, as of the Sales Order Effective Date, a party to the Agreement (such that all references to Equinix under the Agreement, including, without limitation, references to limitation of liability and indemnification, shall be deemed to include the Equinix Provider, as well as any Equinix entities that were already parties to the Agreement). Any change by Equinix to the prices set forth above shall be made in accordance with the Agreement. Prices shown above do not include any applicable taxes, surcharges and shipping charges which are the responsibility of the Customer.

This Sales Order shall be of no force or effect unless (a) it is executed by both parties and (b) Customer and Equinix have entered into a currently effective Agreement under which this Sales Order is executed. Customer agrees to provide Equinix access to its cage, cabinets, racks and/or equipment as necessary for the performance of the Services as set forth in this Sales Order.



EQ000014

Oct-06-04 11:34am From-Kinko's of Cupertino

408 777 1000

T-248 P.002/003 F-366

Customer Name: The Face Book	Account Manager: Tom Offenbach	Sales Order Number: A100A00977
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Billing:

Notwithstanding anything to the contrary, Customer's obligation to pay the total monthly recurring charges and total non-recurring charges set forth in Section A shall begin twenty-one (21) days after the Sales Order Effective Date (the "Billing Commencement Date").

If Equinix is unable to deliver any Service on or before the Billing Commencement Date because Customer has failed to provide Equinix with the information necessary to deliver such Service (e.g., configuration information), Customer shall be billed for such Service beginning on the Billing Commencement Date even if such Service has not been delivered.

Unless otherwise stated herein, cabinets provided by Equinix in a private cage are open cabinets, and cabinets in a shared cage are locking cabinets. If Customer requests cabinet accessories (e.g., shelves, doors, side panels, mounting rails etc.) that are not included with a cabinet as described in Equinix's specifications for such cabinet, Customer shall be charged Equinix's list price for such accessories, unless otherwise noted herein. Customer may provide its own cabinets in a private cage in accordance with Equinix's policies and procedures; however, Customer must use Equinix-provided cabinets in a shared cage. Customer acknowledges that the prices set forth for items in Section A apply even if Customer provides its own cabinets in a private cage.

Customer to complete:

Authorized Signature: [Signature]
 Printed name: Sean Parker
 Title: President
 Date signed: 10/5/04

Billing Information:

Billing Contact Name: Sean Parker
 Billing Address: 1743 Westbrook
Los Altos, CA 94024
 Phone Number: 650-996-3000
 E-mail Address: Sean@thefacebook.com

Equinix to complete:

Authorized Signature: [Signature]
 Printed name: Monica Brown Andrews
Director of Customer Contracts
 Title: _____
 Date signed: 10/6/04

Please fax a signed copy of this Sales Order to:

(850) 618-1857

and mail two sets of originals to:

Equinix
 Attn: Contracts
 301 Velocity Way, 6th Floor
 Foster City, CA 94404

Please sign and return all referenced exhibits, addenda and/or policy documents with this order. Failure to do so may result in a delay in processing.

10/22/04 FRI 16:05 FAX 4085731234

KINKO'S SAN JOSE 4

002



Sales Order

Customer Name: TheFaceBook	Account Manager: Tom Offenbach	Sales Order Number: A0UD0009M
IBX Center: SJO San Jose CA USA	Sales Order Effective Date: (To be completed by Equinix) 10/28/04	

Section A: Space and Colocation Services

Space Type: <u>Shared Cage</u>	Service Term: <u>12 months</u>
--------------------------------	--------------------------------

Space and Colocation Services	Quantity	NRC per Unit	MRC per Unit	Non-Recurring Charges	Monthly Recurring Charges
Power - 30-amp, 120 V.AC - POW00003	1	\$ 200	\$ 300	\$ 600	\$ 900
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
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		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
SALES ORDER TOTAL		\$ -	\$ -	\$ 600	\$ 900

This sales order (the "Sales Order") is between Equinix Operating Co., Inc. ("Equinix") and the customer identified above ("Customer"), who wishes to order the products and/or services set forth above (each a "Service").

Unless otherwise agreed to by the parties in writing, each Service shall be delivered at the Internet Business Exchange Center identified above ("IBX Center"). Notwithstanding anything in this Sales Order to the contrary, this Sales Order is governed by, and incorporated by reference in, the Master Service Agreement (or the document with a similar function if no document entitled Master Service Agreement has been signed by the parties) having an effective date of 10/28/04 between Customer and Equinix Inc., and/or one or more of its wholly-owned subsidiaries ("Agreement"). All exhibits, addenda and policy documents referenced in this Sales Order are incorporated by reference in this Sales Order, and Order, unless otherwise stated in this Sales Order. For purposes of this Sales Order the terms "monthly recurring charges" and "MRC" may be used interchangeably, and the term "non-recurring charges" and "NRC" may be used interchangeably.

Notwithstanding anything to the contrary in the Agreement, the term of this Sales Order shall begin on the date this Sales Order is signed by both parties (the "Sales Order Effective Date"), and this Sales Order shall remain in effect until the last Service Term (as defined below) in effect expires or is terminated pursuant to the Agreement, including this Sales Order. Each Service in this Sales Order shall have a "Service Term", which for each Service shall begin on the Billing Commencement Date (defined below) and end upon completion of the period of time designated above as the Service Term. In addition, for each Service, the initial Service Term for such Service shall automatically renew for additional terms of one (1) year each, unless either party notifies the other party at least ninety (90) days prior to the end of the then-current Service Term for such Service that it has elected to terminate the Service Term for such Service, in which event the Service Term for such Service will terminate at the end of such then-current Service Term. Notwithstanding anything to the contrary in this Sales Order, (a) Equinix's provision of any Service, and Customer's use of such Service, are at all times governed by the Agreement, even if Customer begins using such Service prior to the beginning of its Service Term and (b) under no circumstances will a Service Term for any Service survive the termination of this Sales Order.

Notwithstanding anything to the contrary in the Agreement, (a) if the Agreement expires prior to the expiration of this Sales Order's then-current term, all of the terms and conditions of the Agreement (including limitation of liability and indemnification) will continue to apply to this Sales Order and all Services, until this Sales Order expires or is terminated, and (b) if the Agreement is terminated by either party prior to its full term, then this Sales Order, if still in effect, shall terminate upon the termination of the Agreement. If the Equinix entity providing the products and/or services set forth above (the "Equinix Provider") is not currently a party to the Agreement, notwithstanding anything in the Agreement to the contrary, the parties agree that the execution of the Sales Order shall automatically (i.e., without further action by either party) result in the Equinix Provider becoming, as of the Sales Order Effective Date, a party to the Agreement (such that all references to Equinix under the Agreement, including, without limitation, references to limitation of liability and indemnification, shall be deemed to include the Equinix Provider, as well as any Equinix entities that were already parties to the Agreement). Any change by Equinix to the prices set forth above shall be made in accordance with the Agreement. Prices shown above do not include any applicable taxes, surcharges and shipping charges which are the responsibility of the Customer.

This Sales Order shall be of no force or effect unless (a) it is executed by both parties and (b) Customer and Equinix have entered into a currently effective Agreement under which this Sales Order is executed. Customer agrees to provide Equinix access to its cage, cabinets, racks and/or equipment as necessary for the performance of the Services as set forth in this Sales Order.

EQ000016

10/22/04 FRI 16:06 FAX 4085731234

KINKO'S SAN JOSE 4

003

Customer Name: TheFaceBook	Account Manager: Tom Offenbach	Sales Order Number: A0UGA0009M
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Billing:

Notwithstanding anything to the contrary, Customer's obligation to pay the total monthly recurring charges and total non-recurring charges set forth in Section A shall begin twenty-one (21) days after the Sales Order Effective Date (the "Billing Commencement Date").

If Equinix is unable to deliver any Service on or before the Billing Commencement Date because Customer has failed to provide Equinix with the information necessary to deliver such Service (e.g., configuration information), Customer shall be billed for such Service beginning on the Billing Commencement Date even if such Service has not been delivered.

Unless otherwise stated herein, cabinets provided by Equinix in a private cage are open cabinets, and cabinets in a shared cage are locking cabinets. If Customer requests cabinet accessories (e.g., shelves, doors, side panels, mounting rails etc.) that are not included with a cabinet as described in Equinix's specifications for such cabinet, Customer shall be charged Equinix's list price for such accessories, unless otherwise stated herein. Customer may provide its own cabinets in a private cage in accordance with Equinix's policies and procedures; however, Customer must use Equinix-provided cabinets in a shared cage. Customer acknowledges that the prices set forth for items in Section A apply even if Customer provides its own cabinets in a private cage.

Customer to complete:

Authorized Signature: D. Moskowitz
 Printed name: Dustin Moskowitz
 Title: CTO
 Date signed: 10/22/04

Equinix to complete:

Authorized Signature: [Signature]
 Printed name: Monica Brown Andrews
 Title: Director of Customer Contracts
 Date signed: 10/28/04

Billing Information:

Billing Contact Name: Dustin Moskowitz
 Billing Address: 1743 Westbrook Ave
Los Altos, CA
 Phone Number: 352-207-4178
 E-mail Address: moskovi@fas.harvard.edu

Please fax a signed copy of this Sales Order to:

(850) 618-1857

and mail two sets of originals to:

Equinix
 Attn: Contracts
 301 Velocity Way, 5th Floor
 Foster City, CA 94404

Please sign and return all referenced exhibits, addenda and/or policy documents with this order. Failure to do so may result in a delay in processing.



80 Rev. 10/19/04

Equinix Confidential

Page 2 of 2

EQ000017

08/09/04 12:11 FAX 6505137905

EQUINIX

014

Aug-06-04 01:51pm From-

T-372 P.014/024 F-407

equinix Sales Order

Customer Name: The Face Book	Account Manager: Tom Offenbach	Sales Order Number: ADJ9A0000V
MX Center: SJO San Jose CA USA	Sales Order Effective Date: (To be entered by Equinix)	
Service Type: Shared Cage		Service Term: 12 months

Space and Collection Services	Quantity	NRC per Unit	NRC per Unit	Non-Recuring Charge	Monthly Recuring Charge
19" Closed Cabinet - CAB0002	1	\$ 500	\$ 550	\$ 500	\$ 550
Power - 20-4RBL 120 V AC - POW00002	1	\$ 200	\$ 300	\$ 200	\$ 300
Power - 20-4RBL 120 V AC - POW00019	1	\$ 200	\$ 180	\$ 200	\$ 180
Equinix Data Super RACKS VLAN - ED0000	1	\$ 500	\$ 250	\$ 500	\$ 250
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
SALES ORDER TOTAL				1,400	1,350

This sales order (the "Sales Order") is between Equinix Operating Co., Inc. ("Equinix") and the customer identified above ("Customer"), who wishes to order the products and/or services set forth above (each a "Service").

Unless otherwise agreed to by the parties in writing, each Service shall be delivered at the Internet Business Exchange Center (identified above ("IBX Center")). Notwithstanding anything in this Sales Order to the contrary, this Sales Order is governed by, and incorporated by reference in, the Master Service Agreement (or the document with a similar function) if no document entitled Master Service Agreement has been signed by the parties having an effective date of 2/24/04 between Customer and Equinix Inc., or its wholly-owned subsidiary ("Agreement"). All exhibits, addenda and policy documents referenced in this Sales Order are incorporated by reference in this Sales Order, and therefore in the Agreement. The meanings of all capitalized terms defined in this Sales Order shall apply whenever such terms are used in this Sales Order, unless otherwise stated in this Sales Order. For purposes of this Sales Order the terms "monthly recurring charges" and "NRC" may be used interchangeably, and the term "non-recurring charges" and "NRC" may be used interchangeably.

Notwithstanding anything to the contrary in the Agreement, the term of this Sales Order shall begin on the date this Sales Order is signed by both parties (the "Sales Order Effective Date"), and this Sales Order shall remain in effect until the last Service Term (as defined below) in effect expires or is terminated pursuant to the Agreement, including this Sales Order. Each Service in this Sales Order shall have a "Service Term", which for each Service shall begin on the Billing Commencement Date (defined below) and end upon completion of the period of time designated above as the Service Term. In addition, for each Service, the initial Service Term for such Service shall automatically renew for additional terms of one (1) year each, unless either party notifies the other party at least forty five (45) days prior to the end of the then-current Service Term for such Service that it has elected to terminate the Service Term for such Service, in which event the Service Term for such Service will terminate at the end of such then-current Service Term. Notwithstanding anything to the contrary in this Sales Order, (a) Equinix's provision of any Service, and Customer's use of such Service, are at all times governed by the Agreement, even if Customer begins using such Service prior to the beginning of its Service Term and (b) under no circumstances will a Service Term for any Service survive the termination of this Sales Order.

Notwithstanding anything to the contrary in the Agreement, (a) if the Agreement expires prior to the expiration of this Sales Order's then-current term, all of the terms and conditions of the Agreement (including limitation of liability and indemnification) will continue to apply to this Sales Order and all Services, until this Sales Order expires or is terminated, and (b) if the Agreement is terminated by either party prior to its full term, then this Sales Order, if still in effect, shall terminate upon the termination of the Agreement. Any change by Equinix to the prices set forth above shall be made in accordance with the Agreement. Prices shown above do not include any applicable taxes, surcharges and shipping charges which are the responsibility of the Customer.

This Sales Order shall be of no force or effect unless (a) it is executed by both parties and (b) Customer and Equinix have entered into a currently effective Agreement under which this Sales Order is executed. Customer agrees to provide Equinix access to its cash, cabinet, racks and/or equipment as necessary for the performance of the Services set forth in this Sales Order.

ME

08/09/04 12:12 FAX 65 05137905

EQUINIX

015

Aug-06-04 01:51pm From-

T-372 I. 015/024 F-407

Customer Name: The Face Book	Account Manager: Tom Orenjath	Sales Order Number: A0J0A0000A
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Billing:

Notwithstanding anything to the contrary, Customer's obligation to pay the total monthly recurring charges and total non-recurring charges set forth in Section A shall begin twenty-one (21) days after the Sales Order Effective Date (the "Billing Commencement Date"), even if Customer begins using the Services prior to the Billing Commencement Date.

If Equinix is unable to deliver any Service on or before the Billing Commencement Date because Customer has failed to provide Equinix with the information necessary to deliver such Service (e.g., configuration information), Customer shall be billed for such Service beginning on the Billing Commencement Date even if such Service has not been delivered.

Unless otherwise stated hereon, cabinets provided by Equinix in a private cage are open cabinets, and cabinets in a shared cage are locking cabinets. If Customer requests cabinet accessories (e.g., shelves, doors, side panels, mounting rails etc.) that are not included with a cabinet as described in Equinix's specifications for such cabinet, Customer shall be charged Equinix's list price for such accessories, unless otherwise stated herein. Customer may provide its own cabinets in a private cage in accordance with Equinix's policies and procedures; however, Customer must use Equinix-provided cabinets in a shared cage. Customer acknowledges that the prices set forth for items in Section A.1. apply even if Customer provides its own cabinets in a private cage.

Customer to complete:

Authorized Signature: Mr. Zuck
 Printed name: Mark Zuckerberg
 Title: CEO
 Date signed: 08.06.04

Equinix to complete:

Authorized Signature: [Signature]
 Printed name: Heonica Brown-Andrews
 Title: Director of Customer Contracts
 Date signed: 8/11/04

Billing Information:

Billing Contact Name: Mark Zuckerberg
 Billing Address: 2 Russell Place
Debbis Ferry, NY 10522
 Phone Number: 914.646.8593
 E-mail Address: zuck@thefacebook.com

Please fax a signed copy of this Sales Order to:

(800) 578-1857

and mail two sets of originals to:

Equinix
 Attn: Contracts
 301 Vallecito Way, 5th Floor
 Foster City, CA 94404

Please sign and return all referenced exhibits, addenda and/or policy documents with this order. Failure to do so may result in a delay in processing.

EQ000019

08/09/04 12:22 FAX 65 05137905

EQUINIX

023

Attn:06-04 01:58pm From:

T-372 P.023/024 F-407



ED EXHIBIT (BUYER)

This is an addendum ("Addendum") to the Master Services Agreement for document with a similar function to no document called "Master Services Agreement" had been signed by the parties currently in effect between the Buyer and Equinix (the "MSA") and the accompanying Sales Order, and sets forth the specific terms and conditions governing Buyer's use of the Equinix Direct product; such terms supplement the terms set forth in the MSA and do not supersede any terms set forth in the MSA, except as explicitly set forth herein. Terms not otherwise defined herein shall have the meaning given to them in the MSA. Upon execution and delivery of a corresponding Sales Order by Equinix and Buyer, this Addendum shall become effective between the parties.

1. Description of Services. Equinix provides buyers and providers with access to an Ethernet switching infrastructure within each IX Center (individually and cumulatively "Switch") for the purpose of allowing buyers to purchase IP services ("IP Services") provided by a variety of carriers, internet service providers and other providers ("Network Service Providers") through the Switch. Network Service Providers may sell IP services which include both transit and on-net services. Transit being IP traffic which travels an ISP and is terminated on a different network. On-net is traffic which is destined for and terminates on that network, not traveling to another ISP's network.

2. License Only; Use Restrictions. Upon payment of the applicable fees and subject to compliance with all of the terms and conditions herein, Equinix grants Buyer a license to use the number of ports on the Switch that are specifically designated in Sales Orders that have been executed and delivered by the parties (such a "Port") and to purchase the IP Services.

3. Network Services.

3.1 IP Services. Buyer has agreed to participate on the Switch as a Buyer in order to purchase IP Services from Network Service Providers. Buyer understands that it will be billed based on its usage of IP Services on the Switch pursuant to this Agreement and the Exchange Policies ("Policies") that are attached as Exhibit A.

3.2 IP Allocation Solution. If the Buyer has ordered Equinix IP Allocation Solution, Equinix shall provide Buyer with one (24) size of IP space ("Address") to be used solely in conjunction with Buyer's use of the Equinix Direct product. Such Address shall remain the sole property of Equinix at all times. Equinix may reassign such Address at any time upon reasonable notice to Buyer. Buyer shall discontinue using such Address immediately upon termination of Buyer's use of the IP Allocation Solution. Customer understands that due to the nature of the IP Allocation Solution, traffic from Providers that do not recognize (24) blocks may be rerouted through Equinix in which case Equinix may incur a Mbps charge for such rerouting. In such event, customer agrees to pay Equinix's reasonable charges for Mbps used in connection with such rerouting including a reasonable service percentage to cover Equinix's administrative costs in administering the IP Allocation Solution.

4. Acceptable Use; Policies. Buyer shall at all times conform its use of the Switch to the Policies. Equinix may update such Policies from time to time upon thirty (30) days prior notice to Buyer. Buyer shall not act as a Network Service Provider on the Switch. In addition, Buyer shall at all times conform its use of the Switch and the IP Services to the Acceptable Use Policy (or similar policy) of each Network Service Provider from whom Buyer purchases IP Services.

5. Services, Fees and Billing.

5.1 Activation Charges. Equinix will bill Buyer for all Service Activation Charges ("Activation Charges") as set forth on the Sales Order upon Equinix's acceptance of this Addendum and accompanying Sales Order. Equinix will not commence installation or initiation of its services provided hereunder unless and until it either has received payment in full of all Activation Charges or has agreed, at its sole option, to extend credit to Buyer.

5.2 Connection Fees. Equinix will begin billing for recurring connection fees ("Connection Fees" or "MRF") as stated on the Sales Order. Buyer may be required from time to time to add additional Ports to the Switch pursuant to the Policies.

(a) IP Services Payments. Equinix will bill Buyer for its IP Services usage on Buyer's first regular invoice issued after the close of each billing period. The payment terms set forth in the MSA shall govern this Addendum.

5.3 Pricing Adjustment. Equinix reserves the right to change any recurring amounts due hereunder (except for IP Service prices which will change subject to the policies) upon each anniversary of this Addendum provided it gives Buyer at least thirty (30) days prior notice of such change.

5.4 Billing Cycle. The billing period for recurring amounts hereunder, and for the billing of Buyer by Equinix, shall be from the first to the last day of the calendar month.

6. IP Services Buyback. Equinix is the provider of record with Buyer for all purposes under this Addendum. However, Buyer shall have sole control over the Network Service Providers it connects to on the Switch. Buyer's relationship with such Network Service Providers shall be governed by the Assurances and the Policies, but such relationship shall not be a contractual relationship.

7. Limited Service Level Warranty.

7.1 Equinix SLA. Equinix shall provide the SLA described in the Policies.

7.2 Network Service Provider IP Services SLA's. To the extent that a Service Level Agreement is provided by Provider for IP Services offered on the Switch (such SLA's will be noted on the Buyer portal with each Network Service Provider's pricing), Buyer may claim service level credits with respect to such Network Service Provider's service level commitments in the event that the Network Service Provider does not meet its service levels ("SLA's"). In order to obtain any service level credits, Buyer shall request any applicable credits in writing from Equinix within the (5) days of any breach of the relevant SLA's (this provision shall supersede any contrary language in any Provider SLA posted on the Equinix Direct portal) and such request shall include a trouble ticket number from the Equinix ERC that was given to Buyer when the trouble was first reported to Equinix. In the event that Provider confirms such request, Buyer shall be given a credit on its next monthly invoice.

7.3 No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN THIS SECTION, EACH PARTY'S SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND EACH PARTY'S USE OF THE SWITCH OR THE IP SERVICES IS AT ITS OWN RISK. PROVIDER AND EQUINIX DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, RELIABILITY AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEITHER PARTY WARRANTS THAT ITS SERVICES, IP SERVICES OR THE SWITCH WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

7.4 Disclaimer of Third Party Actions and Control. Equinix does not and cannot control the flow of data to or from the networks of the Network Service Provider or other third parties and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce situations in which Equinix customers' connections to the Internet (or portions thereof) may be impaired or disrupted. Although Equinix will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid such events, Equinix cannot guarantee that they will not occur. Accordingly, Equinix, on behalf of itself and any Network Service Provider or other Customer, disclaims any and all liability resulting from or related to such events.

8. Indemnification.

8.1 Buyer Indemnification. Buyer will defend, indemnify and hold harmless Equinix, its directors, officers, and employees from and

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08/09/04 12:23 FAX 6505137905

EQUINIX

024

Aug-06-04 01:55pm From-

T-372 I.024/024 F-407

against any and all claims, actions or demands brought against such parties, or any damages, costs, and fees arising therefrom, including:

(a) with respect to the Buyer's business: (i) infringement or misappropriation of any third party intellectual property rights; (ii) defamation, libel, slander, obscenity, pornography, or violation of the rights of privacy or publicity of a third party; or (iii) spamming, or any other offensive, harassing or illegal conduct or violation of the Policies; (b) any damage or destruction to any network, Switch, Equinix Equipment or to any other Equinix customer (including, without limitation, any Network Service Provider or Buyer of services on the Switch) which damage is caused by or otherwise results from acts or omissions, including, without limitation, a breach of this Addendum or the Policies, by Buyer, Buyer Representative(s) or Buyer's designee; (c) any personal injury or property damage to any Equinix employee or Equinix property arising out of Buyer or its employees conduct while on Equinix premises, unless such injury or property damage is caused solely by Equinix's gross negligence or willful misconduct.

8.2 Procedure. The foregoing indemnities shall be subject to the indemnified party providing the indemnifying party with (a) prompt written notice of each covered claim of which it becomes aware, and (b) sole right of defense and settlement of any covered claim.

9. Release on Disclaimer, and Indemnification Obligations. Buyer acknowledges that Equinix has set its prices and entered into this Addendum in reliance upon the limitations and exclusions of liability, the disclaimer of warranties and damages and Buyer's indemnity obligations set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if this Agreement is found to have failed of their essential purpose.

10. Termination. In addition to the termination provisions of the MSA, the following shall apply to this Exhibit:

10.1 **For Nonpayment.** After five (5) days of written notice and continued nonpayment after the due date for Connection Fees, Activation Fees, IP Service fees or other fees, Equinix may disconnect Buyer from the Port. To re-enable Service, Equinix may require a reconnection fee.

10.2 **Unacceptable Use; Bankruptcy.** Equinix may terminate this Addendum upon written notice to Buyer for a violation of the Policies that Equinix believes in its reasonable opinion to be harmful to the operation of the Switch or to other customers or if Buyer becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

10.3 **Effect of Termination.** Upon the effective date of expiration or termination of this Addendum: (a) Equinix and Buyer will immediately cease providing the Services. In the event of a termination prior to the expiration of any fixed term minimum commitments (if Services ordered by Buyer on the Switch, Buyer shall immediately pay all amounts that will come due under such commitments through the entire term that was selected by Buyer with respect thereto.

10.4 **Survival.** The following provisions will survive any expiration or termination of the Agreement: Sections 1.7-3, 7.4, 8, 10 and 11.

11. **Miscellaneous.** This Addendum, together with the Policies referred to herein, the MSA, any applicable Sales Order represents the complete agreement and understanding of the parties with respect to the subject matter herein, and supersedes any other agreements or understandings, written or oral. This Agreement may be modified only through a written instrument signed by both parties. Notwithstanding anything to the contrary in the MSA, Buyer agrees that Equinix may announce its use of the Equinix Direct product, issue a press release noting Buyer's use and Buyer agrees to reasonably assist Equinix by providing quotations or other information reasonably requested by Equinix in revealing the services described herein. Buyer also agrees that Equinix may inform providers of the locations of the various buyers on the Switch and Buyer understands that Providers may limit their availability to specific buyers.

Company Name: Thefacebook, Inc
 Buyer Signature: [Signature]
 Printed Name: Mark Zuckerberg
 Title: CEO

Equinix Signature: [Signature]
 Printed Name: Director of Customer Contracts
 Title: _____

08/09/04 12:00 FAX 8505137905

EQUINIX

001

Aug-05-04 01:46pm From-

T-37Z P.001/024 F-407



EQUINIX DIRECT POLICIES

The following are the policies and procedures governing the use of Equinix's switching infrastructure (the "Switch") by Equinix Direct participants (each a "Participant") ("Equinix Direct Policies"). Participants shall be referred to cumulatively herein as "Participants". Additional policies and procedures governing Participants' use of the Switch may be included in the Agreement and this Sales Order (including any exhibits). Any terms not defined herein shall have the meaning attributed to them in the Sales Order or the Agreement.

1. General.

a. All use of the Switch by Participants shall be subject to these terms and conditions. In the event that any Participant fails to meet any of the requirements set forth in this document, Equinix may take reasonable action to correct any problem such failure may cause, including suspension or termination of Participant's use of the Switch until Participant complies with all such requirements, as set forth in these Equinix Direct Policies.

b. Equinix may make changes to these terms and conditions from time to time, provided that such changes shall not materially and adversely affect Participant's use of the Switch. Equinix shall provide Participants with at least thirty (30) days' advance written notice of such changes (except in the event of an emergency that threatens the operation of the Switch).

2. Equinix Responsibilities.

a. Equinix will provide Participants access to the Switch subject to the terms and conditions set forth in these Equinix Direct Policies, the Agreement and this Sales Order. Equinix will make commercially reasonable efforts to ensure that switches within the Switch have sufficient internal capacity to enable each Port (defined below) to operate at its full line rate. Equinix will make commercially reasonable efforts to manage inter-switch trunk capacity and to avoid congestion on inter-switch trunks.

b. Equinix representatives shall be available twenty-four (24) hours a day, seven (7) days a week, to receive trouble reports. The Equinix Response Center may be contacted by phone, 888-892-0607, or any other phone number designated by Equinix. In the event a Participant wishes to place a trouble report.

c. Equinix will notify Participants at least two (2) weeks prior to the occurrence of any scheduled maintenance window. Equinix will make commercially reasonable efforts to: i) keep maintenance windows to a maximum of two (2) hours, a maximum of once per calendar month and at a low traffic time for the Switch, and ii) to minimize service disruptions during maintenance windows. Should an emergency arise, Equinix may take any actions necessary to diagnose and correct the problems and to restore proper network operations. In such emergencies, Equinix will endeavor to provide Participants with as much notice as is reasonably possible in the circumstances.

d. Equinix will use commercially reasonable efforts to label Ports and POO Equipment for the Switch with appropriate information, including information needed to identify each Port clearly. Only Equinix may affix and maintain such labels.

e. Equinix will make commercially reasonable efforts to begin contacting each Participant's primary contact as designated by Customer in Customer's Switch Information forms within thirty (30) minutes of identifying any problem that results in downtime on the Switch that affects Participant.

3. Participant Requirements.

a. Participant must provide and maintain twenty-four (24) hours each day, an operations contact, including a sole account e-mail address (e.g. for a network engineer or routing engineer) and an e-mail address and telephone number for the primary contact.

b. Participant must not conduct any illegal activities through the Switch or any activities that violate any Equinix policies.

c. Participants will not conduct any activity that could interfere with or impair the equipment or connectivity of any other Participant on the Switch.

d. Participants will not take any action with the purpose of circumventing payment to Equinix for use of the Switch.

e. Participants shall not obtain or attempt to obtain unauthorized access to the Switch, or circumvent or attempt to circumvent any applicable security features.

f. Participants must have a registered AS number which must be used on the Switch. Participants must register the "as-num" and the "route" objects with either RADS or ARIN.

g. Participants must register routes announced at the Switch with a standard routing registry, such as RADS, RIPE or APNIC.

h. Participants must only use the IP addresses and netmasks assigned by Equinix for its connections to the Switch.

i. Participants may only use one globally unique MAC address for each Port unless otherwise agreed to by Equinix in writing.

j. Participants must implement settings on its router port that is directly attached to the Switch to ensure that the router settings contain none of the following: (i) Proxy ARP, (ii) ICMP redirects, (iii) IP directed broadcasts, (iv) Spanning tree BPOUs, (v) IGP announcements, or (vi) Discovery protocols such as CDP or IRDP.

k. Participants must explicitly set and at all times maintain duplex and speed settings on interfaces connected to the Switch and disable auto-negotiation.

l. Participants must not exchange multicast routes or traffic on the Switch. Exchange of multicast routes or traffic may only occur with the prior written approval of, and in coordination with, Equinix in order to ensure that resource allocation to multicast is appropriate.

m. Participants will not generate unnecessary route flap or unnecessarily specific routes to peers across the Switch.

n. Participants shall comply with all reasonable technical specifications for the use of the services as provided to Participants from time to time. The current technical specifications for the services shall be provided to Participant upon request.

o. Participants may only connect their Equipment to the Switch. Participants may not connect any equipment for the benefit of a third party and they may not sublicense or resell access to any Port. For the avoidance of doubt, no port shall support directly or indirectly any business other than that of the Participant such that each customer granted access to the Switch shall be required to purchase its own Port from Equinix. Each Participant shall be solely responsible for ensuring that all equipment connected by such Participant conforms to the standards and requirements set forth herein.

p. Participants shall maintain a permanent connection to the Switch via a direct connection to a router located in the IBX

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08/09/04 12:01 FAX 65 05137905

EQUINIX

002

AW-06-04 01:48pm From-

T-372 P.02/024 F-407

(each a "Port". As to Providers and any Buyers that buy a redundant port, the word "Port" shall mean a pair of redundant ports). For Providers, each individual physical port shall be connected to a separate router. If a Participant acts as both a Buyer and as Provider (only with the approval of Equinix) it shall maintain individual physical ports (with associated routers) for its use as a Buyer and a Provider. There are 2 possible scenarios to meet this requirement: (1) Physical Provider ports must be on separate routers from Buyer physical port(s) equalling 3 ports, 3 routers or (2) Physical Provider ports must be on separate routers and Buyer side must have 2 separate physical ports on those same routers equalling 4 ports, 2 routers. A Participant must connect to the Equinix Direct Switch with a separate physical port for Equinix Direct and Equinix GIG Exchange, if applicable.

q. Participants are required to peer with the Equinix route servers, and to announce to the Equinix route servers, the routes that are to be advertised to other customers connected to the Switch.

r. Buyers and Providers will conduct all peering and transit across the Switch using the BGP4 protocol via the route servers. Traffic may only be forwarded to and from routes that are exchanged using the BGP4 protocol. A Buyer using additional full routing table BGP sessions to transit providers will be limited to 3 additional sessions, outside of primary aggregated 2 sessions with EDRS.

s. Providers shall comply with the following IP address announcement policies: (i) for on-net services, Providers shall announce only their on-net prefixes to the Equinix Route Server and Provider shall accept prefixes from the Equinix Route Server but shall not re-announce to its transit peers and (ii) for transit services, Providers shall announce the entire routing table to the Equinix Route Server, and Providers shall accept prefixes from Equinix Route Server and shall re-announce to its transit peers.

t. A Provider shall be required to upgrade its Port if such Provider's ninety-fifth (95th) percentile monthly capacity usage or exceeds seventy percent (70%) of such Port's capacity usage for two (2) consecutive months or eighty (80%) for any one month. A Port upgrade shall mean an upgrade from a 10/100 Port to a GIG Port rather than an additional 10/100 Port. In the event a Provider is already connected through a GIG Port an upgrade shall mean the purchase of an additional Port. In the event of a failure by a Provider to upgrade, Equinix may, in its discretion, discontinue allowing new customers to purchase bandwidth from Provider. In addition, all the Service Level Commitment (defined below) shall not apply.

u. Buyers are recommended to upgrade its Port if Buyer's ninety-fifth (95th) percentile monthly capacity usage or exceeds seventy (70%) of such Port's capacity usage for two (2) consecutive months or eighty (80%) for any one month. The Service Level Commitment shall not apply if Buyer fails to perform such upgrade.

4. Equinix Direct Pricing Requirements

a. The billing period will be from the first of the month to the last day of the calendar month (the "Billing Period").

b. Providers may change their pricing before the 16th of the current Billing Period and such pricing shall be effective at the beginning of the next Billing Period. The price changes must be submitted to Equinix via user portal, by the 15th of each month. On the 16th of each month, an announcement will be sent via email to every Buyer on the platform, informing them of new Providers and existing Provider price changes. Providers may not change any pricing for the following Billing Period after such notice has been sent to Buyers. All Provider price changes will be activated on the first day of each billing period.

c. Providers may install between the 1st - 16th of each month. If a Provider installs outside of this window, an expedite fee will apply.

d. Buyers may install between the 16th - last day of each month. If a Buyer installs outside of this window, an expedite fee will apply.

e. Buyers may change their Provider settings in advance for each Billing Period provided the change is made between the 16th and last day of the prior Billing Period.

f. If a Provider's price change has been submitted but is not yet in effect, such Provider may login to the user interface and amend such price change. If a Buyer preference change has been submitted but is not yet in effect, such Buyer may login to the user interface and amend such preference requests.

g. Providers shall provide a product with no minimum bandwidth usage requirements and 30-day term requirements.

h. Bandwidth usage for both Providers and Buyers will be calculated based on the following formula: Equinix will measure bandwidth usage in five-minute intervals on all points of connection between each MAC pair between Buyer Port and selected Provider Port (first sample is 12:05 am and last sample is 12:00 am). Equinix will measure both incoming and outgoing bandwidth usage at each interval. At the end of each Billing Period, all data samples in each category will be sorted from highest to lowest and the top five percent (5%) of measurements will be discarded. The highest remaining data sample in the higher of the two categories will constitute the bandwidth usage amount for the relevant Billing Period. Buyers will be billed each Billing Period per Port based on their usage of each Provider's services. Providers will receive a statement of the cumulative bandwidth usage from all Buyers on each Port and an invoice for each Billing Period.

The following example illustrates a calculation using 40 samples. The top 5% (2 samples) in bold are discarded. The next highest usage in italics for both inbound and outbound are evaluated. The higher of inbound and Outbound in italics is the 95th percentile billing usage.

Highest 5% of the samples - 2 of 40 samples

Highest sample below 5% - or the 3rd highest sample

95th percentile billing usage: 48Mbps

1	2.5	23
2	2.8	25
3	2.6	26
4	2.4	24
5	2.8	26
6	2.7	26
7	2.6	30
8	2.9	29
9	3	32
10	3.2	33
11	3.1	35
12	3.2	37
13	3.8	36

MT

08/09/04 12:02 FAX 6505137905

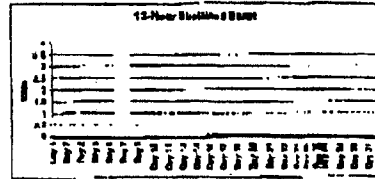
EQUINIX

003

Aug-06-04 01:47pm From-

T-372 I. 003/024 F-407

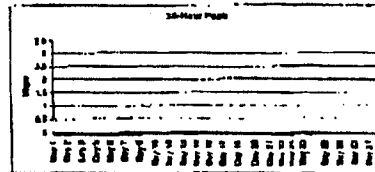
14	3.2	35
15	3.4	38
16	3.8	35
17	3.8	39
18	3.8	38
19	3.6	38
20	3.5	39
21	3.9	40
22	4	39
23	4.1	41
24	4.5	43
25	4.2	42
26	4.1	43
27	4.8	44
28	4.8	45
29	4.2	47
30	4.9	48
31	5	45
32	4.7	44
33	4.2	41
34	4.5	40
35	4.8	38
36	4.5	38
37	4.2	37
38	4.1	36
39	3.8	35
40	3.5	33



$(|A - 95^{th}|) / (|A| * 100 > 50\%)$

95th Percentile	0.87200993
Peak	3.7772284
Average of Discarded Top 5% (A)	1.888336
Percent Difference of	61.55%
Average of Top 5% from 95th Percentile	

ii. Example 2.



$(|A - 95^{th}|) / (|A| * 100 > 50\%)$

95th Percentile	1
Peak	1
Average of Discarded Top 5% (A)	2.0008881
Percent Difference of	10.22%
Average of Top 5% from 95th Percentile	

i. Exceptions. If, for a given Billing Period, the average of the discarded top 5% of samples for a Buyer (using the 95th percentile calculation described herein) is greater than twice the 95th percentile calculation (as calculated in Section h above), Equinix reserves the right to bill Buyer based on the average of the discarded top 5% samples instead of using the 95th percentile calculation. The following are examples of traffic patterns which would fall under the alternate billing calculation method (the application of this section shall not be limited solely to these examples).

i. Example 1.

j. Traffic Accounting:

i. Equinix will bill the Buyer based on the total traffic that it sends from its MAC address to each Port to each selected Provider Port.

ii. Total traffic measurement for any Provider will be the sum of the 95th percentile calculation for each service offered by Provider on the Switch.

k. Minimum Commitments.

i. Providers. Providers may choose to offer minimum usage and term products on the Switch. In the event such products are offered, Provider shall honor the pricing offered for the term of the offer and shall maintain its connection to the Switch until such time as all such minimum terms selected by Buyers have been satisfied.

ii. Buyers. In the event a Buyer chooses to purchase a minimum usage and term product on the Switch, Buyer agrees that it shall be fully liable for all minimum payments due with respect to such product for the entire term of such product regardless of Buyer's actual usage of the services.

172

08/09/04 12:03 FAX 6505137905

EQUINIX

004

Aug-06-04 01:47pm From

T-372 P.004/024 F-407

5. Limited Service Level Warranty.

a. **Service Level Agreement.** In the event that a Participant's Port is a redundant Port, the Port will be up and available and passing traffic among at least one of the ports in the Port and other operational ports 99.99% of the time in each calendar month (the "Service Level Commitment"). Non-redundant ports are not subject to this Service Level Commitment.

b. Service Level Credit

i. For the purpose of these Equinix Direct Policies, an "Outage" is defined as the occurrence of a failure of any component of the Port or Switch (that prevents delivery of Participant's traffic to required ports) on both ports comprising the Port simultaneously, excluding regularly scheduled maintenance windows of which the Participant is given prior notice, that causes the Port to miss the Service Level Commitment in any given calendar month.

ii. In the event of an Outage, Equinix shall credit Participant's account for one-half of the Monthly Recurring Charges for the affected Port (excluding all non-recurring fees charged pursuant to the relevant Sales Order or based on Customer's usage) for the appropriate Billing Period.

iii. The maximum credit Equinix will issue per Billing Period is one month of Monthly Recurring Charges (or of prorated amount if applicable for the Billing Period during which a qualifying Outage was experienced) attributable to each Port that experiences the Outage.

Customer to complete:

By signing below, Customer acknowledges receipt of this Exhibit.

Submitted By: Mark Zuckerberg
(Authorized Signature)

Printed Name: Mark Zuckerberg

Company Name: Thefacebook, Inc.

Date Signed: 08.06.04

c. Service Level Procedures

i. **Equinix Reporting.** Equinix will report key Switch traffic flow metrics, including total bits per second and total packets per second ("Flow Metrics") on the Switch website. Flow Metrics will be reported to each Participant online on a web page customized for such Participant on the Equinix Direct website.

ii. **Participant Reporting.** Participant will be required to report Outages within five (5) days of the date of their occurrence by contacting the Equinix Response Center. Equinix may investigate and isolate the cause of an Outage. If the investigation confirms that Equinix's act or omission caused the Outage, Equinix will credit Participant's account pursuant to Section 5(b) above. If the investigation confirms that the Outage is due to Participant's act or omission or Participant's equipment, Equinix shall not owe Participant a credit for the Outage.

d. **Exceptions.** Notwithstanding anything to the contrary, the Service Level Commitments shall not apply (and Equinix shall have no liability) in the following cases: (a) acts of God; (b) war or acts of terrorism, including any malicious attack of on-line systems control; (c) labor strikes or other labor action; (d) fire; (e) flood; (f) earthquake, landslide, earth movement, hurricane, typhoon, tsunami, volcanic eruption or other natural disaster; (g) circumstances beyond Equinix's reasonable control or (h) riot or civil unrest.



Order Confirmation

Customer Name: THE FACE BOOK, INC.		Account Manager: Tom Offenbach		Order Number: The Face Book-277424
#N/A SJO #NA	Order Date: 01/10/05	Customer Contact: Taner Halicoglu		Billing Commencement Date: January 15, 2005

This Order Confirmation confirms that on the Order Date set forth above (the "Order Date"), the Customer Contact set forth above, who is authorized to place orders on behalf of the customer named above (the "Customer"), ordered the following services from Equinix (the "Services") via telephone the Equinix Customer Care Portal. Customer will be billed for the Services beginning on the Billing Commencement Date set forth above. Equinix's provision of the Services and Customer's use of the Services shall be subject to the Master Service Agreement (or the document with a similar function if no document entitled Master Service Agreement has been signed by the parties) currently in effect between Customer and Equinix. Notwithstanding anything to the contrary in the Agreement, the term applicable to each Service shall begin on the Order Date and end when Customer's license to use the licensed space into which such Service is installed expires or terminates pursuant to the Agreement.

Services Ordered	Quantity	NRC per Unit	MRC per Unit	Non-Recurring Charge	Monthly Recurring Charges
Cross Connect (CAT, Fiber, Coax) - CC90002	1	\$500	\$250	\$500	\$250
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
Total		\$0	\$0	\$500	\$250

To complete the order for the Services and confirm your agreement with the contents of this Order Confirmation, please complete one of the following procedures:

E-mail Confirmation:

Send a reply e-mail with (1) an electronic copy of this Order Confirmation attached and (2) the words "Confirmed and Approved" in the body of the e-mail. It is not necessary to fill in the information below if you choose to confirm by e-mail.

or

Fax Confirmation:

- (1) Print this Order Confirmation;
- (2) Have it signed by an authorized representative;
- (3) Complete the remainder of the signature block; and
- (4) Fax it to +1 (650) 240-3900.

Customer agrees that the individual who sends an e-mail confirmation or signs a fax confirmation is authorized to amend the Order(s) as contemplated herein. Equinix will not process the order for the Services until this Order Confirmation is returned to Equinix using one of the procedures set forth above.

Authorized Signature _____

Printed name: Authorized Signature _____

Title: _____

Date signed: _____

EQ000026



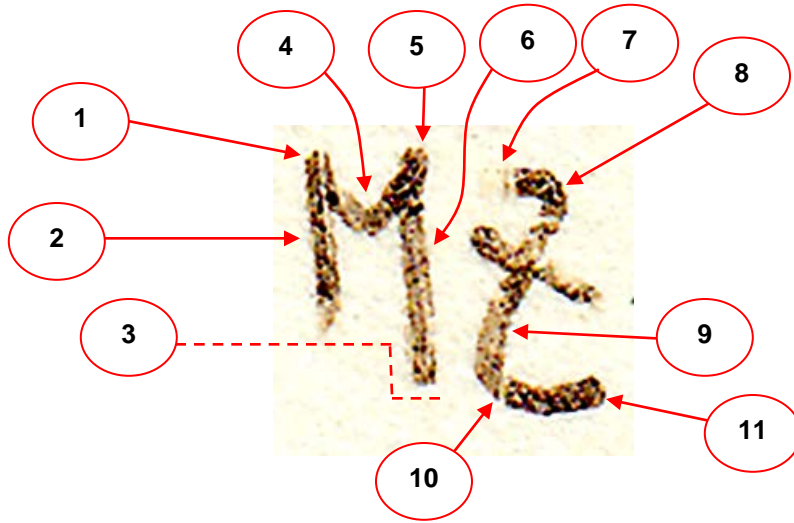
EXHIBIT 20

EXHIBIT 20

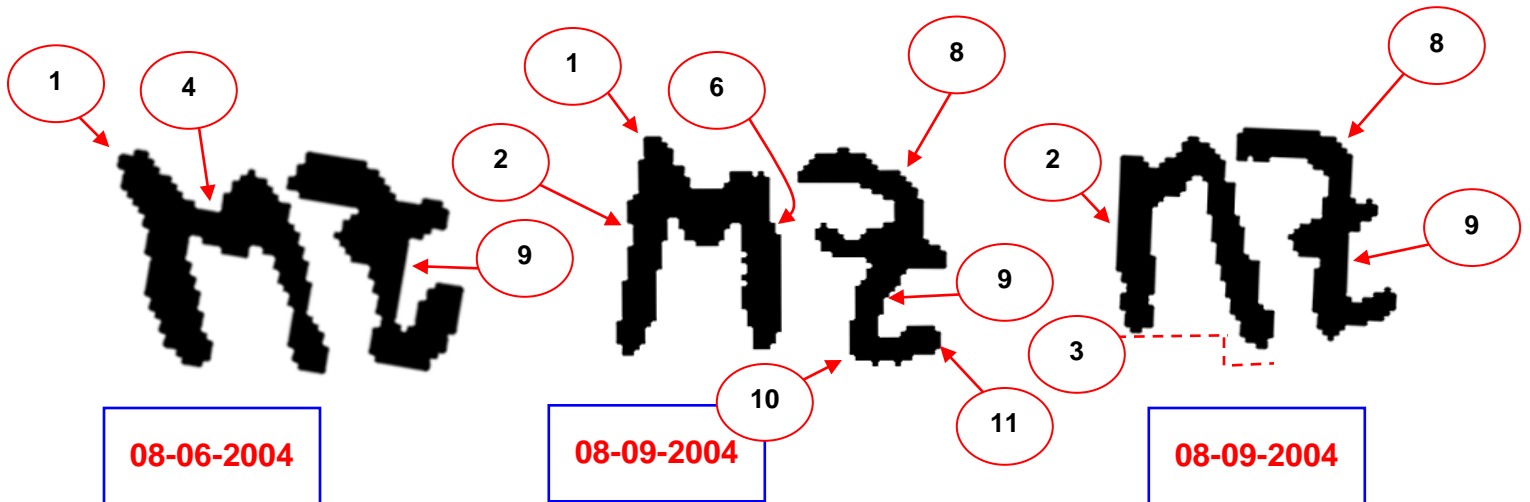
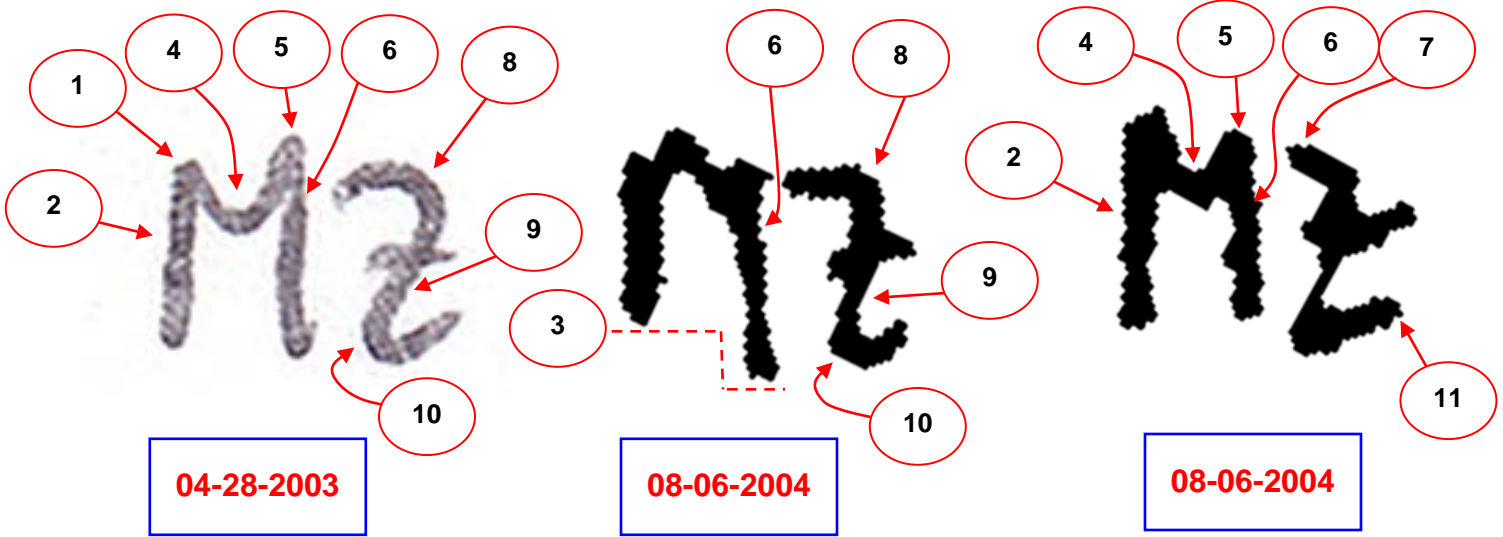
EXHIBIT 20

Questioned "Mark Zuckerberg" initials from page 1

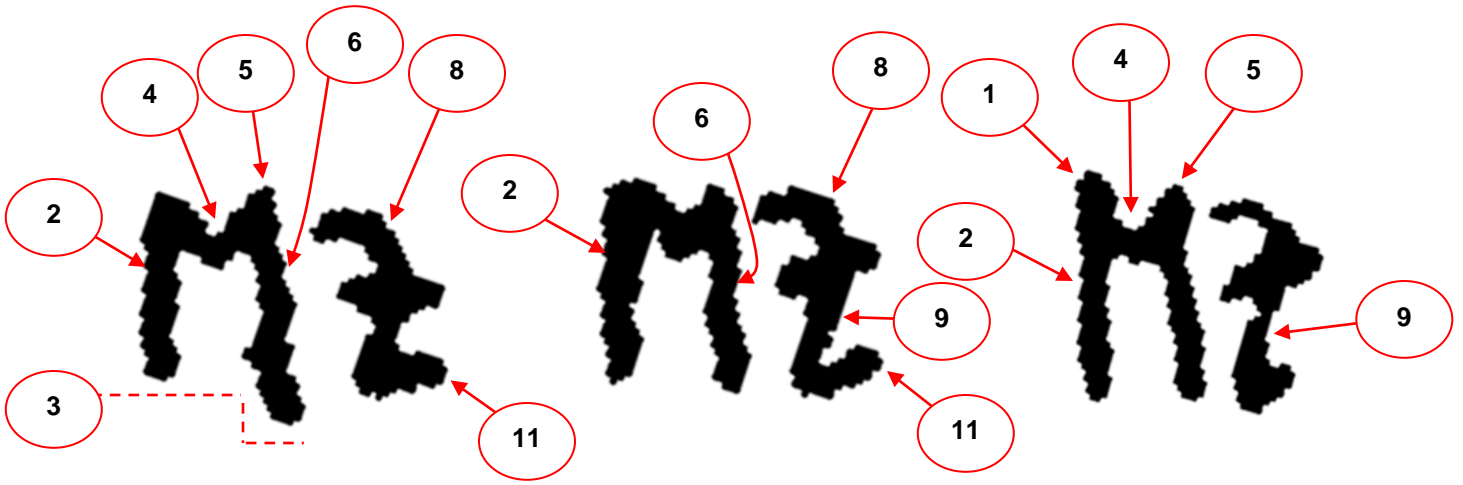
Note the writing similarities by comparing the corresponding numbers and arrows



Known specimen initials of Mark Zuckerberg



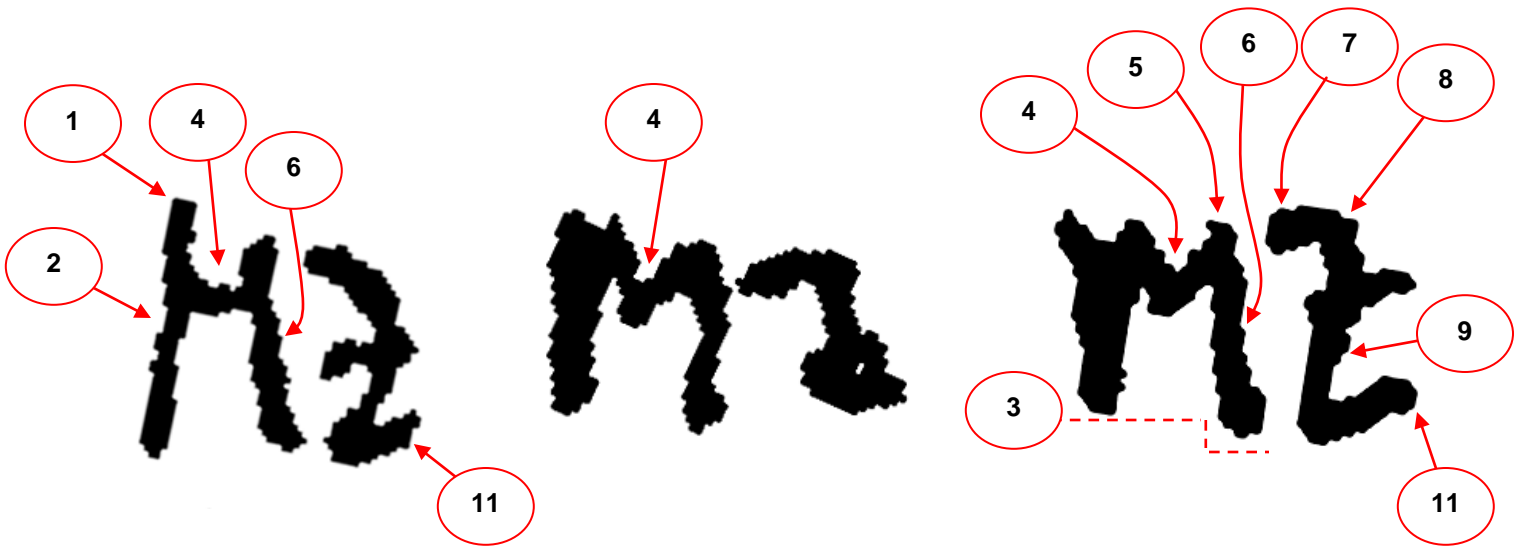
Known specimen initials of Mark Zuckerberg



08-09-2004

08-09-2004

08-09-2004



08-09-2004

08-09-2004

08-09-2004



EXHIBIT 21

EXHIBIT 21

EXHIBIT 21

✓ Track Your Expenses...

<input type="checkbox"/> Mortgage / Rent	<input type="checkbox"/> Transportation	<input type="checkbox"/> Entertainment & Travel	DO NOT USE FOR REORDERING	TAX DEDUCTIBLE ITEM <input type="checkbox"/>
<input type="checkbox"/> Gas / Electric	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Medical / Dental		192
<input type="checkbox"/> Telephone	<input type="checkbox"/> Taxes	<input type="checkbox"/> Dependent Care		
<input type="checkbox"/> Food	<input type="checkbox"/> Insurance (Life, Home, Auto)	<input type="checkbox"/> Savings & Investment		
<input type="checkbox"/> Clothing	<input type="checkbox"/> Home Improvement (Maintenance, Repairs)	<input type="checkbox"/> Other _____		

03.14.04
BAL.
FOR'D

Alpha Epsilon Pi International

Three thousand seven hundred and twenty three and $\frac{00}{100}$

THIS PAYMENT	3,773.00
BALANCE	
OTHER	
BAL. FOR'D	

... Here's How:

- Carry balance forward
- Check type of expense
- Add details on memo line
- Retain duplicates in Deluxe Check box

Memo Brother Dues

0192 NOT NEGOTIABLE

WD-DUP (3)

✓ Track Your Expenses ...

<input type="checkbox"/> Mortgage / Rent	<input type="checkbox"/> Transportation	<input type="checkbox"/> Entertainment & Travel	DO NOT USE FOR REORDERING	TAX DEDUCTIBLE ITEM <input type="checkbox"/>
<input type="checkbox"/> Gas / Electric	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Medical / Dental		196
<input type="checkbox"/> Telephone	<input type="checkbox"/> Taxes	<input type="checkbox"/> Dependent Care		
<input type="checkbox"/> Food	<input type="checkbox"/> Insurance (Life, Home, Auto)	<input type="checkbox"/> Savings & Investment		
<input type="checkbox"/> Clothing	<input type="checkbox"/> Home Improvement (Paint, Repairs)	<input type="checkbox"/> Other _____		

03.14.04

Alex Linkev

Four hundred and thirty dollar and ⁰⁰/₁₀₀

BAL. FOR'D	
THIS PAYMENT	430.00
BALANCE	
OTHER	
BAL. FOR'D	

... Here's How:

- Carry balance forward
- Check type of expense
- Add details on memo line
- Retain duplicates in Deluxe Check box

Memo _____

0196 NOT NEGOTIABLE

WD-DUP (3)

Track Your Expenses...

<input type="checkbox"/> Mortgage / Rent	<input type="checkbox"/> Transportation	<input type="checkbox"/> Entertainment & Travel
<input type="checkbox"/> Gas / Electric	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Medical / Dental
<input type="checkbox"/> Telephone	<input type="checkbox"/> Taxes	<input type="checkbox"/> Dependent Care
<input type="checkbox"/> Food	<input type="checkbox"/> Insurance (Life, Home, Auto)	<input type="checkbox"/> Savings & Investment
<input type="checkbox"/> Clothing	<input type="checkbox"/> Home Improvement (Maintenance, Repairs)	<input type="checkbox"/> Other _____

DO NOT USE FOR REORDERING TAX DEDUCTIBLE ITEM **198**

04.07.04

Nick Orenstein

Five hundred twenty one and 50/100 _____

...Here's How:
 • Carry balance forward
 • Check type of expense
 • Add details on memo line
 • Retain duplicates in Deluxe Check box

BAL. FOR'D	
THIS PAYMENT	521.59
BALANCE	
OTHER	
BAL. FOR'D	

Memo _____

WD-DUP (3)

0198 NOT NEGOTIABLE

Track Your Expenses ... TAX DEDUCTIBLE ITEM

<input type="checkbox"/> Mortgage / Rent	<input type="checkbox"/> Transportation	<input type="checkbox"/> Entertainment & Travel	DO NOT USE FOR REORDERING
<input type="checkbox"/> Gas / Electric	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Medical / Dental	
<input type="checkbox"/> Telephone	<input type="checkbox"/> Taxes	<input type="checkbox"/> Dependent Care	
<input type="checkbox"/> Food	<input type="checkbox"/> Insurance (Life, Home, Auto)	<input type="checkbox"/> Savings & Investment	
<input type="checkbox"/> Clothing	<input type="checkbox"/> Home Improvement (Maintenance, Repairs)	<input type="checkbox"/> Other _____	

199

04.07.04

Naon Tanaka

One hundred and 00/100

BAL. FOR'D	
THIS PAYMENT	100.00
BALANCE	
OTHER	
BAL. FOR'D	

... Here's How:

- Carry balance forward
- Check type of expense
- Add details on memo line
- Retain duplicates in Deluxe Check box

Memo Steve

0199 NOT NEGOTIABLE

WD-DUP (3)

Fleet Bank
 200 Exchange St
 Malden, MA 02148

Memo Date: April 30, 2003
 Transaction Date: April 29, 2003
 Transaction Time: 15:41:34

MARK E ZUCKERBERG
 [REDACTED]
 DOBBS FERRY NY
 [REDACTED]

This advice is to notify you of an error in your ATM deposit which was made on the above referenced date. The corrected deposit listed in the "New Amount" has been processed to your account.

If you have any questions regarding this correction, please call us at 1-800-841-4000.

Reason: 10 - DDA Error in Addition
 Adjustment Amount: 20.00db
 Old Amount: 3378.14
 New Amount: 3358.14
 Account Number: [REDACTED]
 Card Number: [REDACTED]
 Transaction Number: 5488
 ATM Number: 91424

REMINDER: • No Slip Required For Deposits (deposit account chosen at ATM will receive funds) • Enclose payment stub or coupon for loan or line payments • Use separate envelope for each deposit or payment		INSERT THIS SIDE DOWN
Availability of Deposits Funds from deposits may not be available for immediate withdrawal. Please refer to Fleet Bank's rules governing funds availability for details.		
FOR DEPOSITS/PAYMENTS NAME: Mark Zuckerberg DOLLARS: _____ CENTS: _____		
TOTAL CASH (No Coins)		
TOTAL CHECKS 3378		
TOTAL AMOUNT in Envelope 3378		
FOR A PAYMENT Please complete boxed area and enclose cash and/or checks with your payment stub or coupon. If you do not have a payment stub or coupon, complete area below: <input type="checkbox"/> Installment Loan <input type="checkbox"/> MasterCard® / VISA® <input type="checkbox"/> Credit Line / Cash Reserve <input type="checkbox"/> Commercial Loan CREDIT PAYMENT TO ACCOUNT NUMBER: _____		

Track Your Expenses... TAX DEDUCTIBLE ITEM

<input type="checkbox"/> Mortgage / Rent	<input type="checkbox"/> Transportation	<input type="checkbox"/> Entertainment & Travel	DO NOT USE FOR REORDERING
<input type="checkbox"/> Gas / Electric	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Medical / Dental	
<input type="checkbox"/> Telephone	<input type="checkbox"/> Taxes	<input type="checkbox"/> Dependent Care	
<input type="checkbox"/> Food	<input type="checkbox"/> Insurance (Life, Home, Auto)	<input type="checkbox"/> Savings & Investment	
<input type="checkbox"/> Clothing	<input type="checkbox"/> Home Improvement (Maintenance, Repairs)	<input type="checkbox"/> Other _____	

05.16.04

BAL. FOR'D

THIS PAYMENT	150.00
BALANCE	
OTHER	
BAL. FOR'D	

Donald Stickler

One hundred and fifty and ⁰⁰/₁₀₀

...Here's How:

- Carry balance forward
- Check type of expense
- Add details on memo line
- Retain duplicates in Deluxe Check box

Memo _____

0209

NOT NEGOTIABLE

WB-DUP (3)

Track Your Expenses... TAX DEDUCTIBLE ITEM

<input type="checkbox"/> Mortgage / Rent	<input type="checkbox"/> Transportation	<input type="checkbox"/> Entertainment & Travel	DO NOT USE FOR REORDERING	211
<input type="checkbox"/> Gas / Electric	<input type="checkbox"/> Credit Card	<input type="checkbox"/> Medical / Dental		
<input type="checkbox"/> Telephone	<input type="checkbox"/> Taxes	<input type="checkbox"/> Dependent Care		
<input type="checkbox"/> Food	<input type="checkbox"/> Insurance (Life, Home, Auto)	<input type="checkbox"/> Savings & Investment		
<input type="checkbox"/> Clothing	<input type="checkbox"/> Home Improvement (Maintenance, Repairs)	<input type="checkbox"/> Other		

05/16/04

Josh Bowen

One hundred dollars and $\frac{00}{100}$

BAL FOR'D	
THIS PAYMENT	100.00
BALANCE	
OTHER	
BAL. FOR'D	

...Here's How:

- Carry balance forward
- Check type of expense
- Add details on memo line
- Retain duplicates in Deluxe Check box

Memo _____

0211 **NOT NEGOTIABLE**

WD-DUP (3)

EXHIBIT 22

EXHIBIT 22

EXHIBIT 22

①
Providing web designer is finished by May 24, 2003

⑤
Providing web designer is finished by [unclear] 7/2/12

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

9

Providing web designer is finished by may 24, 2003

5

⑥

Providing web designer is finished by may 24 2003

6

Providing web designer is finished by May, 23 2003

8. Providing web design is finished by May 24, 2003

9. Providing web design is finished by May 24 2003

10. Providing web designer is finished by May 24, 2003

Providing web

Providing web

Proving well

Providing web designer is finished by May 24, 2003

Proving web designer is finished by May 24, 2003

Providing web designer is finished by May 24 2003

Providing web designer is finished by May 24, 2003

Providing web designer is needed by May 24, 2003.

Providing web designer is finished by May 24, 2003

Providing work designer is finalized by May 23 2005
24

Providing web designer is finished by May 24, 2003

8.

Providing web designer is finished by May 24 2003

9.

Providing web designer is finished by May 24, 2003

10.

EXHIBIT 23

EXHIBIT 23

EXHIBIT 23

1.

M2

2.

3.

MZ

4.

MZ

5.

M2

6.

M2

7.

MZ

8. M2

9. m2

10. MZ

EXHIBIT 21

EXHIBIT 21

EXHIBIT 21

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

EXHIBIT 22

EXHIBIT 22

EXHIBIT 22

①
Providing web designer is finished by May 24, 2003

①
Providing web designer is finished by Amy

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

9

Providing web designer is finished by may 24, 2003

5

⑥

Providing web designer is finished by may 24 2003

5

Providing web designer is finished by May, 23 2003

8. Providing web design is finished by May 24, 2003

9. Providing web design is finished by May 24 2003

10. Providing web designer is finished by May 24, 2003

Providing web

Providing web

Proving well

Providing web designer is finished by May 24, 2003

Proving web designer is finished by May 24, 2003

Providing web designer is finished by May 24 2003

Providing web designer is finished by May 24, 2003

Providing web designer is needed by May 24, 2003.

Providing web designer is finished by May 24, 2003

Providing work designer is bounded by May 23 2003
24

Providing web designer is finished by May 24, 2003

8.

Providing web designer is finished by May 24 2003

9.

Providing web designer is finished by May 24, 2003

10.

EXHIBIT 23

EXHIBIT 23

EXHIBIT 23

1.

M2

2.

3.

MZ

4.

M2

5.

M2

6.

M2

7.

MZ

8. M2

9. m2

10. MZ

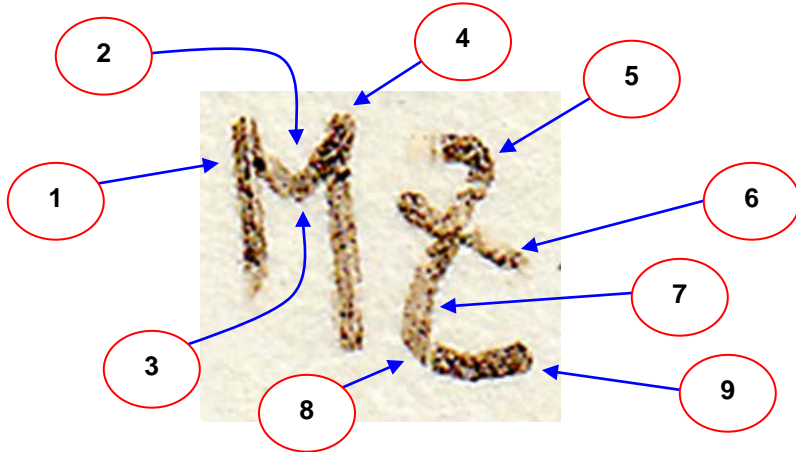
EXHIBIT 24

EXHIBIT 24

EXHIBIT 24

Questioned "Mark Zuckerberg" initials from page 1

Note the writing differences by comparing the corresponding numbers and arrows



Known specimens by Paul Ceglia writing the "MZ" initials

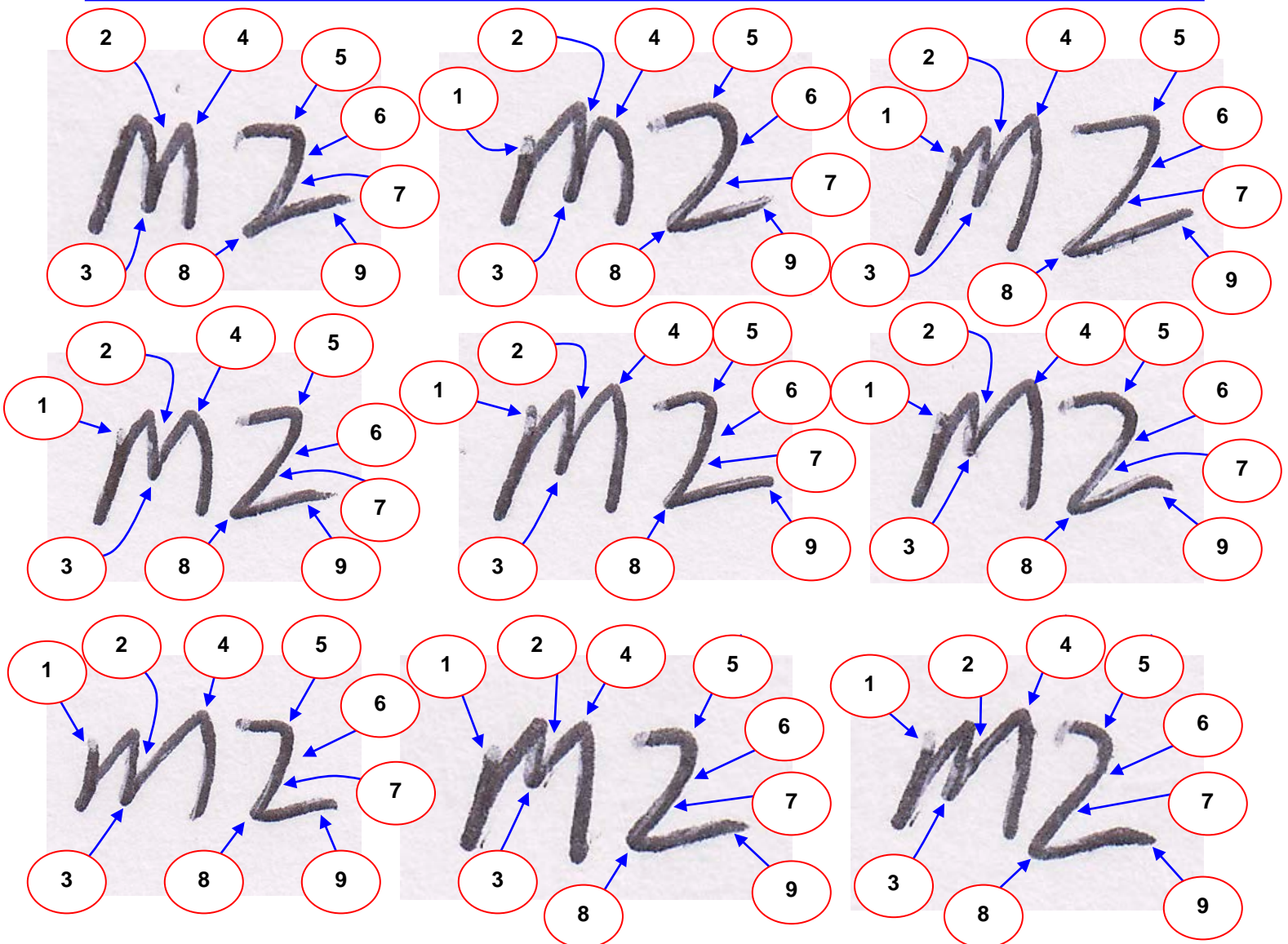


EXHIBIT 25

EXHIBIT 25

EXHIBIT 25

①
Mark Zuberberg

2
Mark Zullerby

3

Mark Zuckerberg

Mark Zuckerber

5

Mark Zuckerberg

Mark Zuckerberg

7.

Mark Zuckerberg

8.

Mark Zuckerman

9.

Mark Zuckerberg

Mark Zuckerbergy

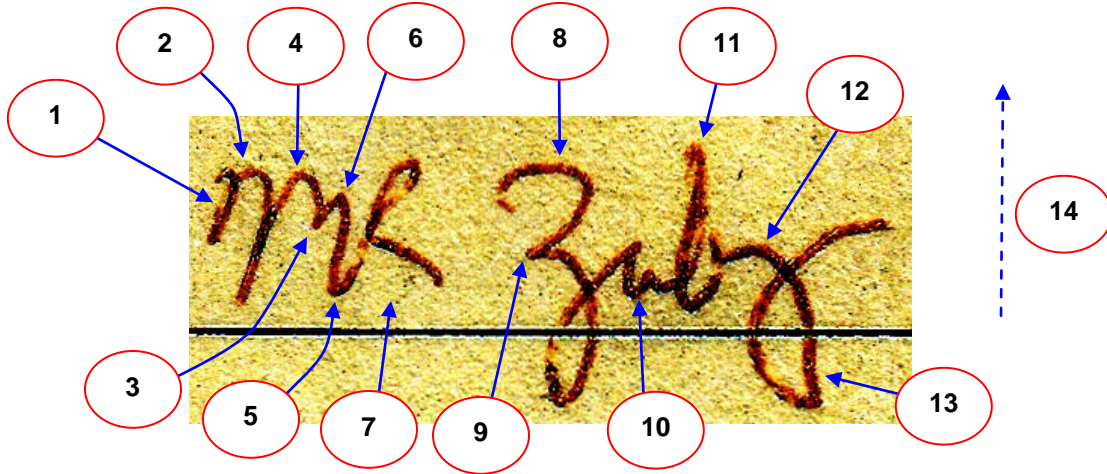
EXHIBIT 26

EXHIBIT 26

EXHIBIT 26

Questioned "Mark Zuckerberg" signature on Facebook Contract

Note the writing differences by comparing the corresponding numbers and arrows



Known specimen signatures by Paul Ceglia writing "Mark Zuckerberg"

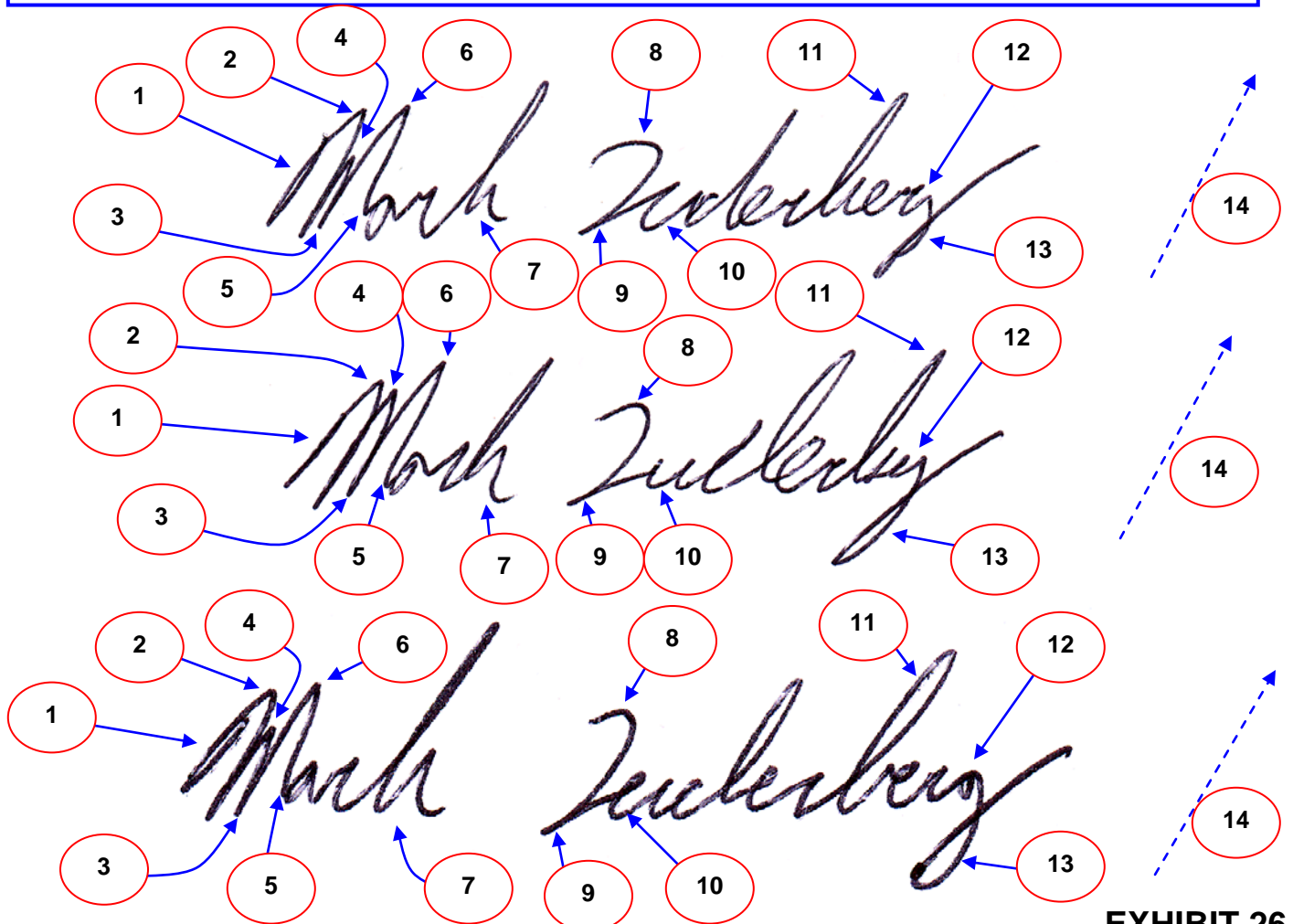


EXHIBIT 26.1



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

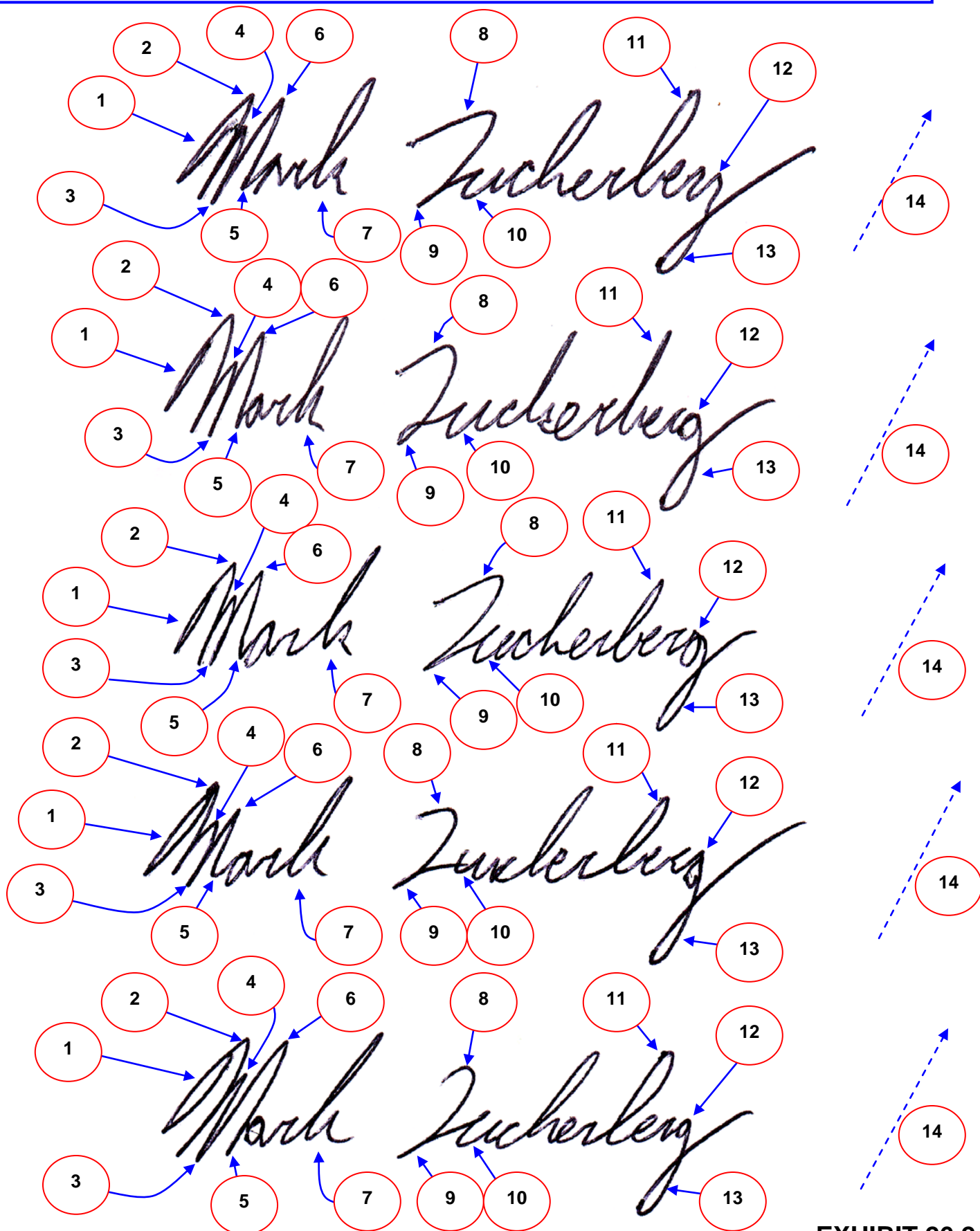


EXHIBIT 26.2



BLANCO & Associates Inc.

EXHIBIT 27

EXHIBIT 27

EXHIBIT 27

Latent handwriting impression test using the "ESDA"

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

each day the project is delayed beyond that point.
e agreed upon project due date if for the StreetFax software is
Providing web design is finished by May 27, 2003
on completion for the expanded project with working title

ME



Printout of scan of "ESDA lift" from Page 2



EXHIBIT 28

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Designation: E2291 – 03

Standard Guide for Indentation Examinations¹

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

1. Scope

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

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

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

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

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

2. Referenced Documents

2.1 *ASTM Standards:*²

E444 Guide for Scope of Work of Forensic Document Examiners

E1732 Terminology Relating to Forensic Science

E2195 Terminology Relating to the Examination of Questioned Documents

3. Terminology

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

3.2 *Definitions of Terms Specific to This Standard:*

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

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

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

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

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

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

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

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

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

4. Significance and Use

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

4.2 This guide establishes procedures for visualizing those indentations.

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

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

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

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

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

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

² For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.



5. Interferences

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

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

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

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

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

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

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

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

5.9 Repeated processing with EDD can result in degraded images.

6. Equipment and Requirements

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

6.2 Electrostatic detection device (EDD).

6.3 Imaging or other equipment for recording observations as required.

6.4 Sufficient time and facilities to complete all applicable procedures.

7. Procedure

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

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

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

7.3.1 Document any indentations observed.

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

7.4 Determine whether the item is suitable for EDD examination.

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

7.5 Each suitable item should be examined using an EDD.

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

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

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

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

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

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

7.8 Lifts shall be maintained according to laboratory policy.

7.9 Evaluate and document results of the EDD examination.

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

8. Report

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

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

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

8.3.1 Whether indentations were observed.

8.3.2 Whether decipherable indentations were observed.

8.3.3 The text of deciphered indentations.

8.3.4 Information as to the source of indentations.

9. Keywords

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



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9

INCIDENTAL MARKS AND OTHER SCIENTIFIC EXAMINATIONS

INTRODUCTION

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

INDENTED IMPRESSIONS

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

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

INTERNATIONAL FORENSIC SCIENCE
AND INVESTIGATION SERIES

ON

INVESTIGATION

Scientific Examination
of Documents
Methods and Techniques

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Third Edition

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David Ellen



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PREFACE

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

The object of the b the subject to those out in the subject, but can nation. The author wi Australia who have m and provided invaluable and Dr. Steven Strach.

EXHIBIT 30

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Second Edition

Scientific Examination of Questioned Documents

Edited by

Jan Seaman Kelly

Brian S. Lindblom



Taylor & Francis

Taylor & Francis Group

Boca Raton London New York

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

27.5.1 Overwritings and Insertions

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

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

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

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

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

27.6 Proof of an Unaltered Document

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

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

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

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

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

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

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

27.7 Conclusions

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

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

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

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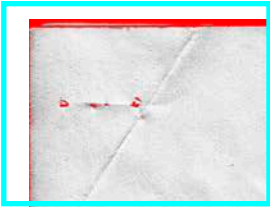
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EXHIBIT 31

EXHIBIT 31

EXHIBIT 31

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



“WORK FOR HIRE” CONTRACT

SECTION 1- GENERAL PROVISIONS

1. Definitions

The following terms have the meaning specified when used herein:

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

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

PRIME CONTRACT - This contract between Purchaser and Seller.

2. Entire Agreement

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

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

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

3. Payment Terms

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

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

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

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

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

4. Changes

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

5. Purchaser's Property/Seller's Responsibility

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

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

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

6. Settlement of Controversies

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

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

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

7. Patent Indemnity

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

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



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

8. Assignment of Subcontracting

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

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

9. Proprietary Rights

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

10. Termination

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

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

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

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

11. Liens

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

12. Governing Law

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

13. Recovery of Damages

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

14. Notice of Labor Disputes

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

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

16. Publicity

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

17. Seller's Disclosure

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

18. General Notes

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

The signatures below will execute this contract.

Buyer - Paul Ceglia, StreetFax

[Signature] 4/28/03

Seller - Mark Zuckerberg

[Signature] 04.28.03



Full page 2 of Facebook Contract (in black) with the left half of page 1 rendered in red and overlaid over page 2. With the staple holes of both pages lined up, note that the latent hand printed interlineation from page 2 also lines up with the visible hand printed interlineation from page 1.

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

SECTION 4 - GENERAL PROVISIONS

19. Dispositions, Rights
It is acknowledged that this is a work made for hire agreement and that the following provisions, to the extent specified, shall apply to the work made for hire. All code in this order and the program specified when placed on the PURCHASER, Paul Ceglia, CONTRACTOR/SELLER, Mark Zuckerberg, his agents, employees, or subcontractors, or their contractors, formulators, consultants, or subcontractors, or other persons, shall not be reproduced except with the approval of the Purchaser or the Contractor/Vendor, and the Contractor/Vendor shall not be permitted to use for any other project or to disclose to any other person or to use in a business with such entity, without the prior written consent of the Purchaser and Seller in this order. In the event that StreetFAX defaults on its payment terms rights would be granted to seller.

2. Entire Agreement
The contract between the Purchaser and Seller as a Purchase agreement and "Work Made for Hire" Purchase agreement is this order, the first being for the work to be performed directly for the StreetFAX Database and the Programming (made up of two or more) performance of its Second it is for the hardware with the firm of the goods or program and for the purchase and use with the agreed conditions in the such as Seller has already indicated that design of the work which are for the university access to a website that is a live functioning yearbook with the working title of "The Face Book".

It is agreed upon in writing which interest (50%) in the software, programming language and business interests derived from the provision of that service to be provided to the Purchaser, becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or the relief of debtors.

3. Payment Terms
Should the Purchaser elect to terminate for default, the Purchaser may take possession of all or any of the items to be supplied hereunder which are in the Seller's possession without regard to stage of completion and may complete or cause the work to be completed on such items or may manufacture or procure similar items. Any additional costs or expense incurred by the Purchaser over and above upon are as follows: Seller agrees to pay the seller for the work to be performed for the work to be performed for StreetFAX and \$1,000 for the work to be performed for "The Face Book".
In all events, the Purchaser shall not be or become liable to the Seller or any other person for any deduction for the seller.
If the project is not completed by the due date and an additional 1% deduction for each day the project is delayed beyond that point.
The agreed upon project due date for the StreetFAX software is May 31, 2003. Providing web design is finished by May 21, 2003.
The agreed upon completion for the expanded project with working title "The Face Book" shall be January 1, 2004 and an additional 1% interest in the business shall be due the buyer for each day the website is delayed from the date of completion of the work to be performed for the Seller.

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

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

14. Notice of Labor Disputes

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

5. Indemnification
For 15. Indemnity Requirements for Contractors/Seller
Contractor/Vendor shall defend, indemnify and save Street Fax from any and all claims, suits, losses, damages, or expenses, whether caused or contributed to by the negligence of Street Fax, its agents, or employees, or otherwise, on account of injuries to or death of any and all persons whomsoever, including the Contractor/Vendor, its subcontractors, employees of Contractor/Vendor, the subcontractor, and of Street Fax and any and all damage to property to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the parties hereto arising or growing out of, or in any manner connected with the work performed under this contract, or caused or occasioned, in whole or in part by reason of or arising during the presence of the person or of the property of Contractor/Vendor, subcontractors, their employees, or agents upon or in proximity to the property of Street Fax Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Street Fax.

6. In the event of a labor dispute, the Contractor/Vendor shall not be liable for any damages or expenses, whether caused or contributed to by the negligence of Street Fax, its agents, or employees, or otherwise, on account of injuries to or death of any and all persons whomsoever, including the Contractor/Vendor, its subcontractors, employees of Contractor/Vendor, the subcontractor, and of Street Fax and any and all damage to property to whomsoever belonging, including property owned by, rented to, or in the care, custody, or control of the parties hereto arising or growing out of, or in any manner connected with the work performed under this contract, or caused or occasioned, in whole or in part by reason of or arising during the presence of the person or of the property of Contractor/Vendor, subcontractors, their employees, or agents upon or in proximity to the property of Street Fax Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification against the sole negligence of Street Fax.

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

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

18. General Notes
Seller shall reference this purchase order number on all documents and/or correspondence related to this order.
The signatures below will execute this contract.

7.1 Buyer - Paul Ceglia, StreetFAX
Paul Ceglia 4/28/03
Seller - Mark Zuckerberg
Mark Zuckerberg 0128.03



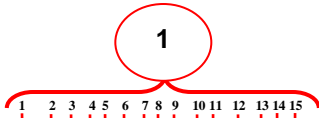
EXHIBIT 32


EXHIBIT 32

EXHIBIT 32

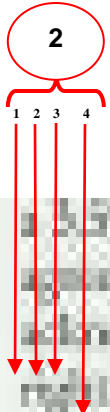
Left Margin Positioning of Interlineations Facebook Contract vs. Street Fax document


Facebook Contract document Interlineation indented 15 characters



Late fees are agreed to be a 5% deduction for the seller if the project is not completed by the due date and an additional 1% deduction for each day the project is delayed beyond that point. The agreed upon project due date ifor the StreetFax software is May 31, 2003. *Providing web design is finished by May 27, 2003*  for The Pur the equ of 7. E Pur con for The Pur the equ of

Street Fax Document Interlineation indented 4 characters



a 5% late fee per month on the balance owed the seller and further agree to pay a minimum of \$2,000 per month to seller or acknowledges that failure to comply will result in the seller having the right to offline the site StreetFax.com and remove his program. The Agreed upon project due date is May 31, 2003. *Providing web design is finished by May 27, 2003* 

4. Changes

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

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



EXHIBIT 33

EXHIBIT 33

EXHIBIT 33

Latent handwriting comparison to printed text

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

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

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

...for default.
...the agreed upon project due date for the StreetFax software is *PC* provided web design is finished by May 24, 2003

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

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



EXHIBIT 34

EXHIBIT 34

EXHIBIT 34



TEST REPORT

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

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

Sample identification: 2 Vials

Date received: November 1, 2011

Test requested: Fiber Identification

Purchase Order: Credit Card

Report of Fiber Analysis

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

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

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

WJR/jml

Report to Stewart Forensic Consultants
 IPS FI 02956-11

December 13, 2011
 Page 2 of 2

Fiber Identification

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

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

Table 1. Fiber Identification of Vial 7

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

Table 2. Fiber Identification of Vial 9

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

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

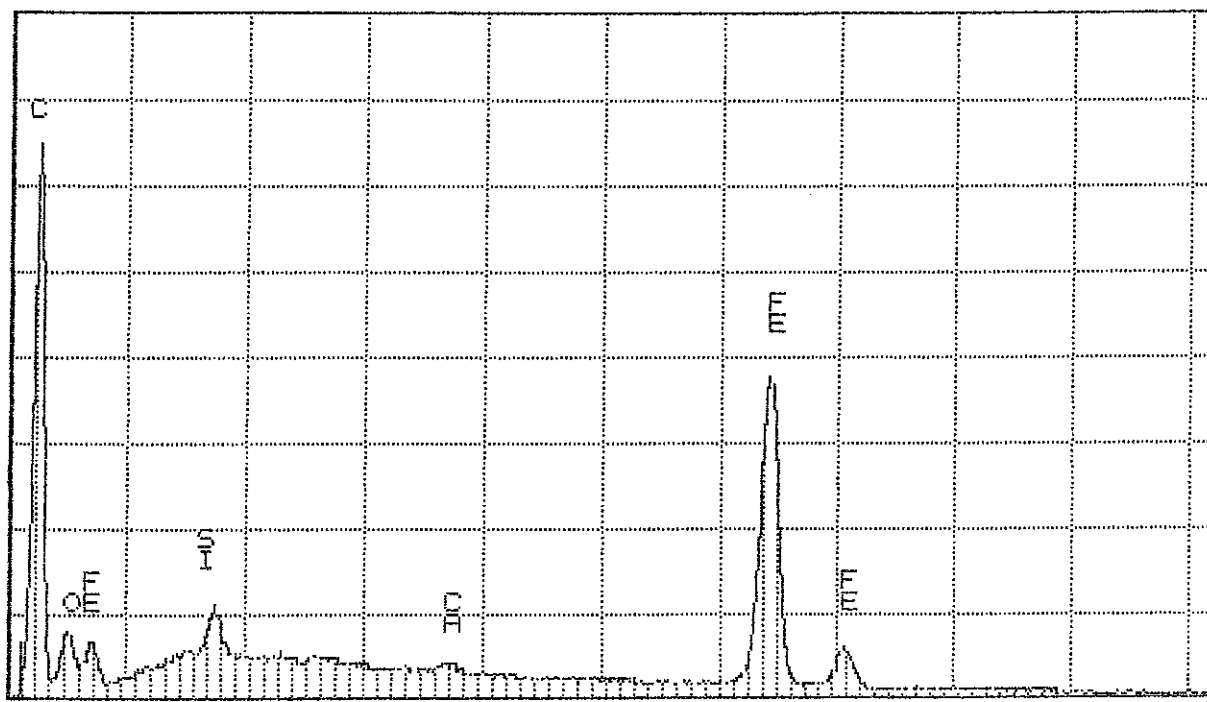
Analyzed by WJR
 Quality review by JML, KTM
 Date(s) of testing November 8, 2011

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

INTEGRATED PAPER SERVICES, INC.

WED 23-NOV-11 16:53

Cursor: 0.000keV = 0



0.000

VFS = 2048

10.240

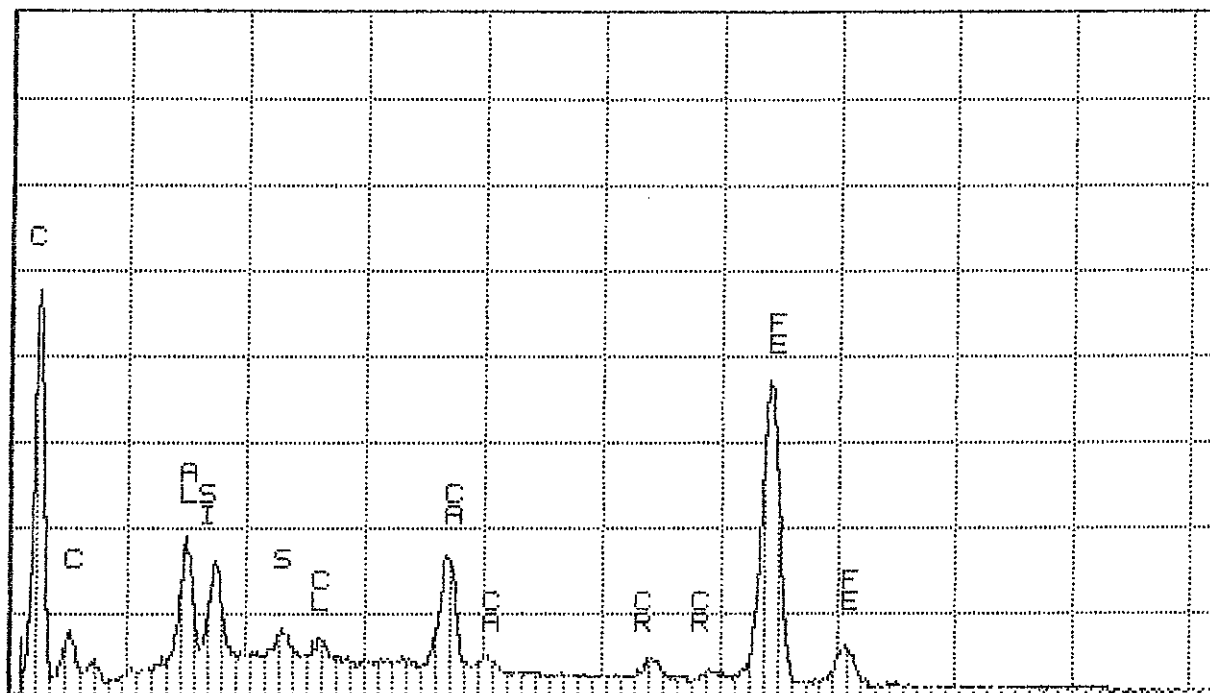
100

FI02955-11 BROWN PARTICLE ON PAPER SURFACE-1

INTEGRATED PAPER SERVICES, INC.

WED 23-NOV-11 16:51

Cursor: 0.000keV = 0



0.000

VFS = 2048

10.240

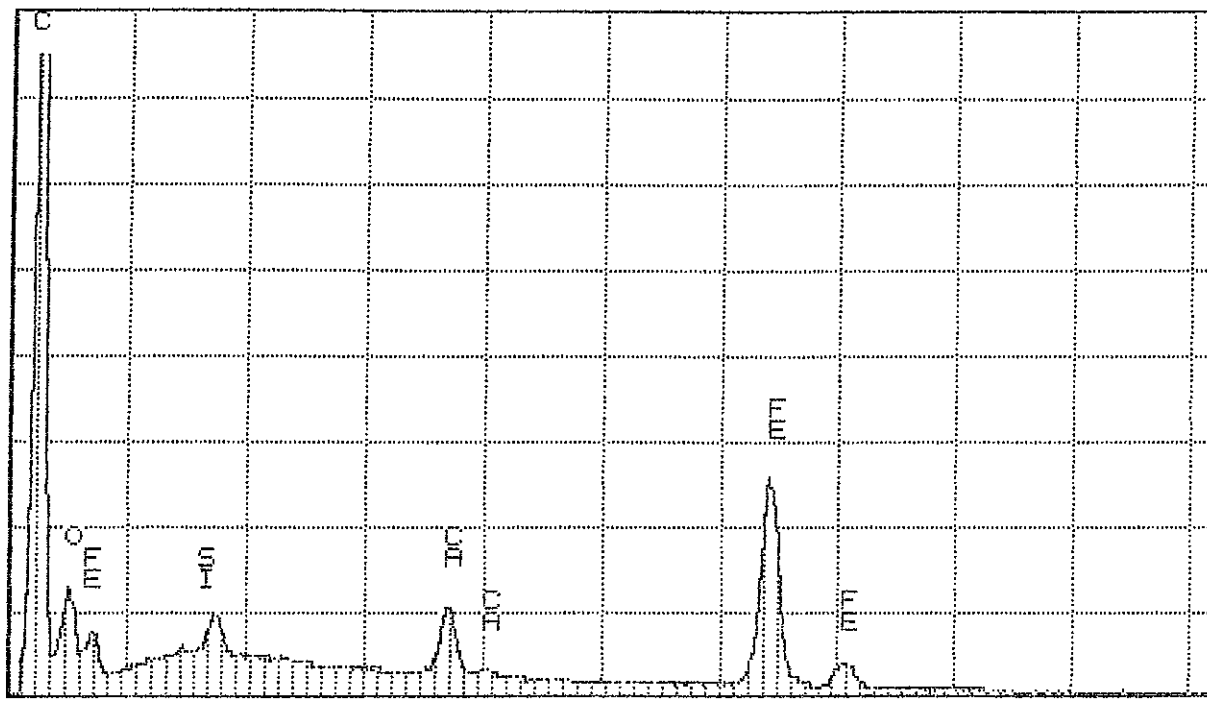
100

FI02956-11 BROWN PARTICLE ON PAPER SURFACE-2

INTEGRATED PAPER SERVICES, INC.

WED 23-NOV-11 16:46

Cursor: 0.000keV = 0



0.000

VFS = 4096

10.240

100

FI02956-11 BROWN PARTICLE ON PAPER SURFACE-3

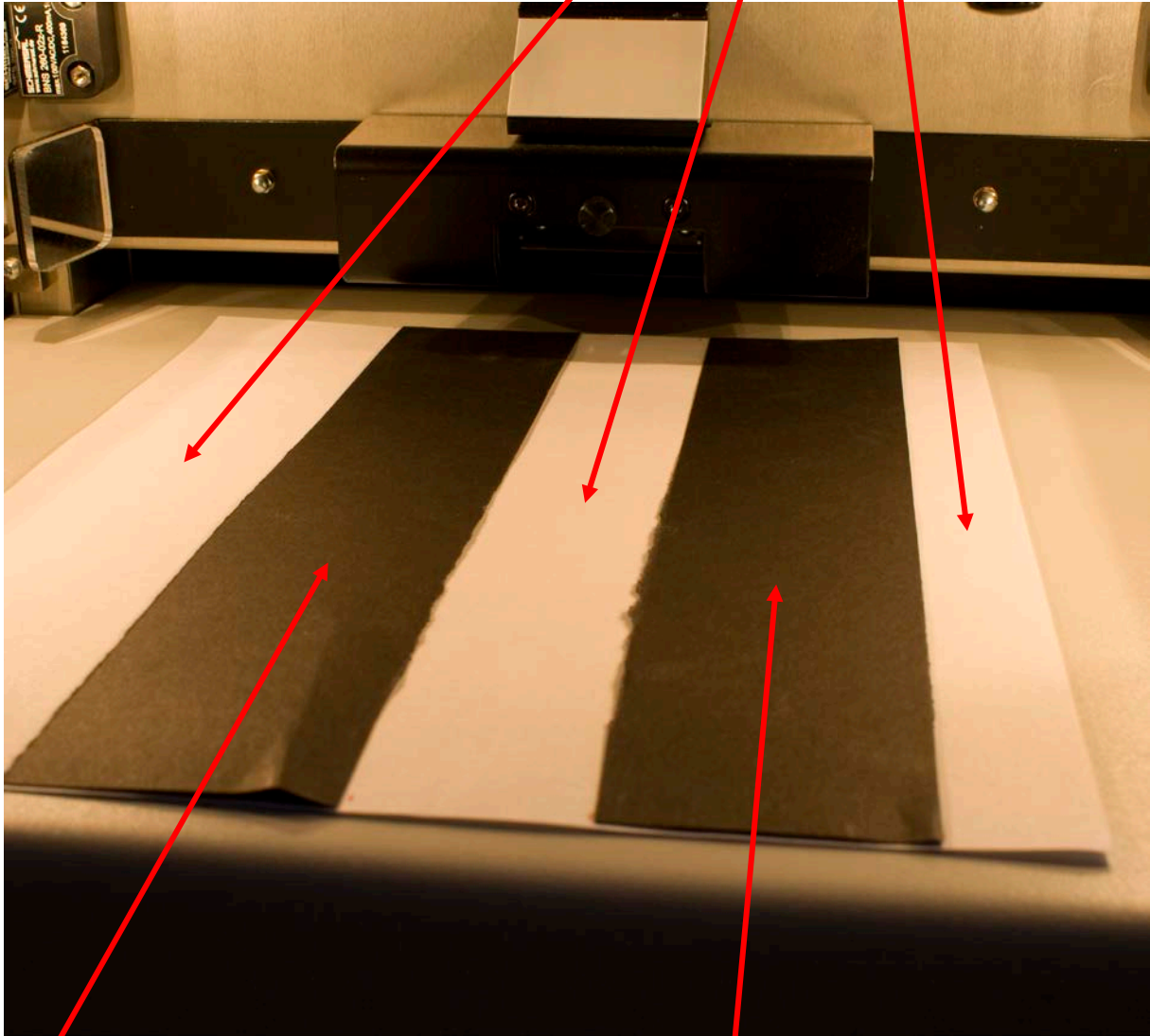
EXHIBIT 35

EXHIBIT 35

EXHIBIT 35

Test using VSC4: New office paper exposed to UV light

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

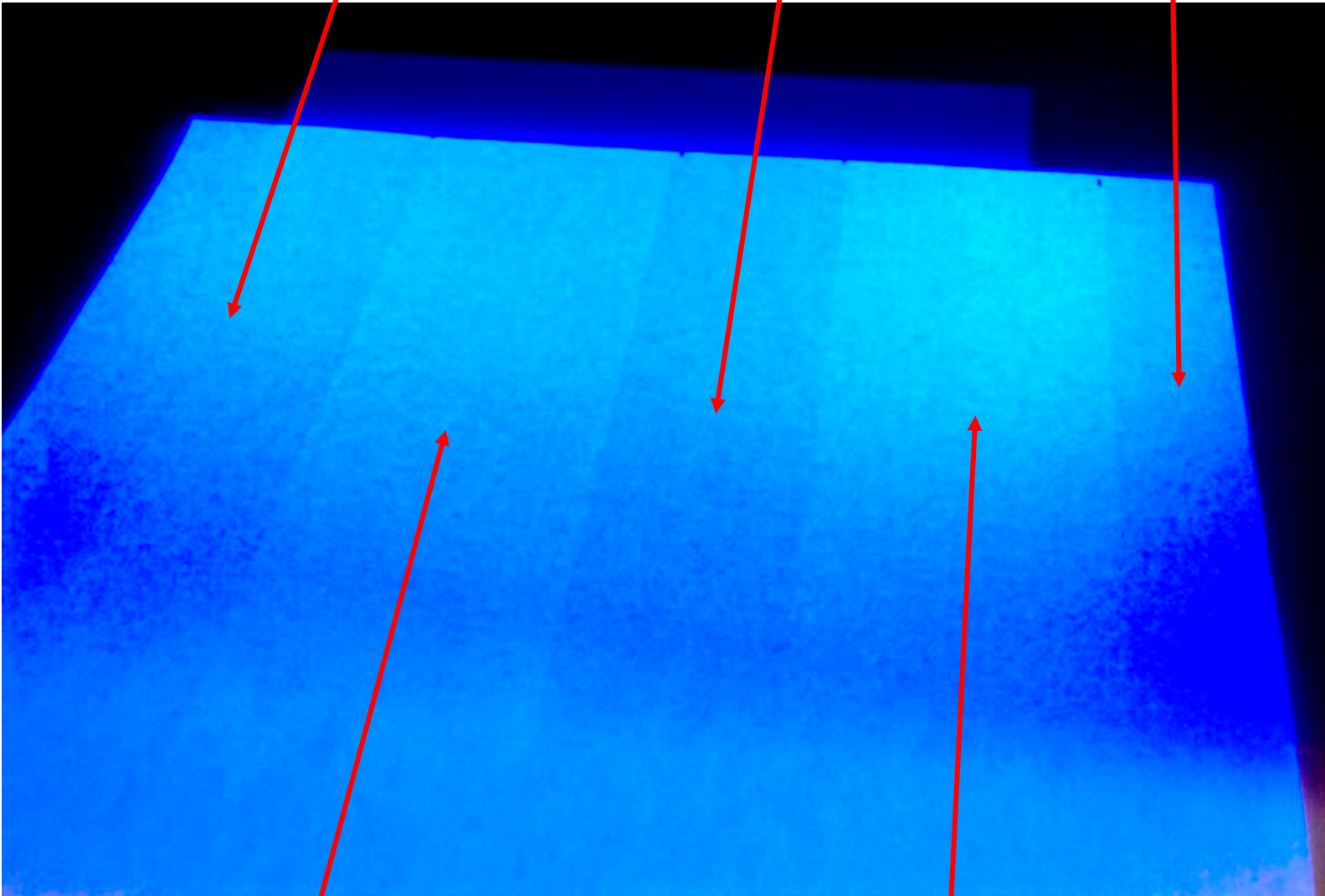


These areas were covered by wide strips of black heavy stock paper and were not exposed to light



Test using VSC4: New office paper exposed to UV light

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



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



EXHIBIT 36

EXHIBIT 36

EXHIBIT 36

foster + freeman



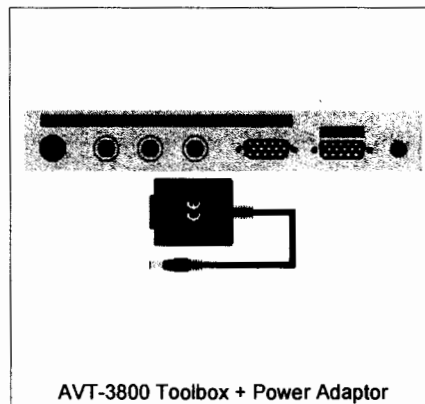
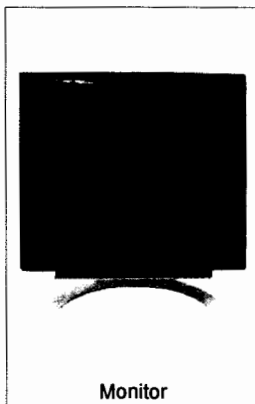
VSC4Plus

Video Spectral Comparator

User Manual 01

Overview of Hardware

Overview of Hardware



Monitor

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

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

AVT-3800 Toolbox

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

VSC4Plus Main Unit

See also Control Panel (p. 11).

Canopy

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

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

Safety Interlocks

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

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

Document Platen

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

Translight Panel

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

Illumination Mode

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

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

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

UV Radiation

UV-365



CAUTION
Do not view UV lamps directly



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

UV-254 & UV-313

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



DO NOT
Tamper with interlocks



DANGER
UV Radiation



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

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

Thermal



DO NOT
obstruct ventilation



CAUTION
Hot



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

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

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

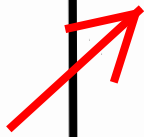


EXHIBIT 37

EXHIBIT 37

EXHIBIT 37

Facebook Contract / "WORK FOR HIRE" CONTRACT

Page 1- crimp/divot/gouge marks

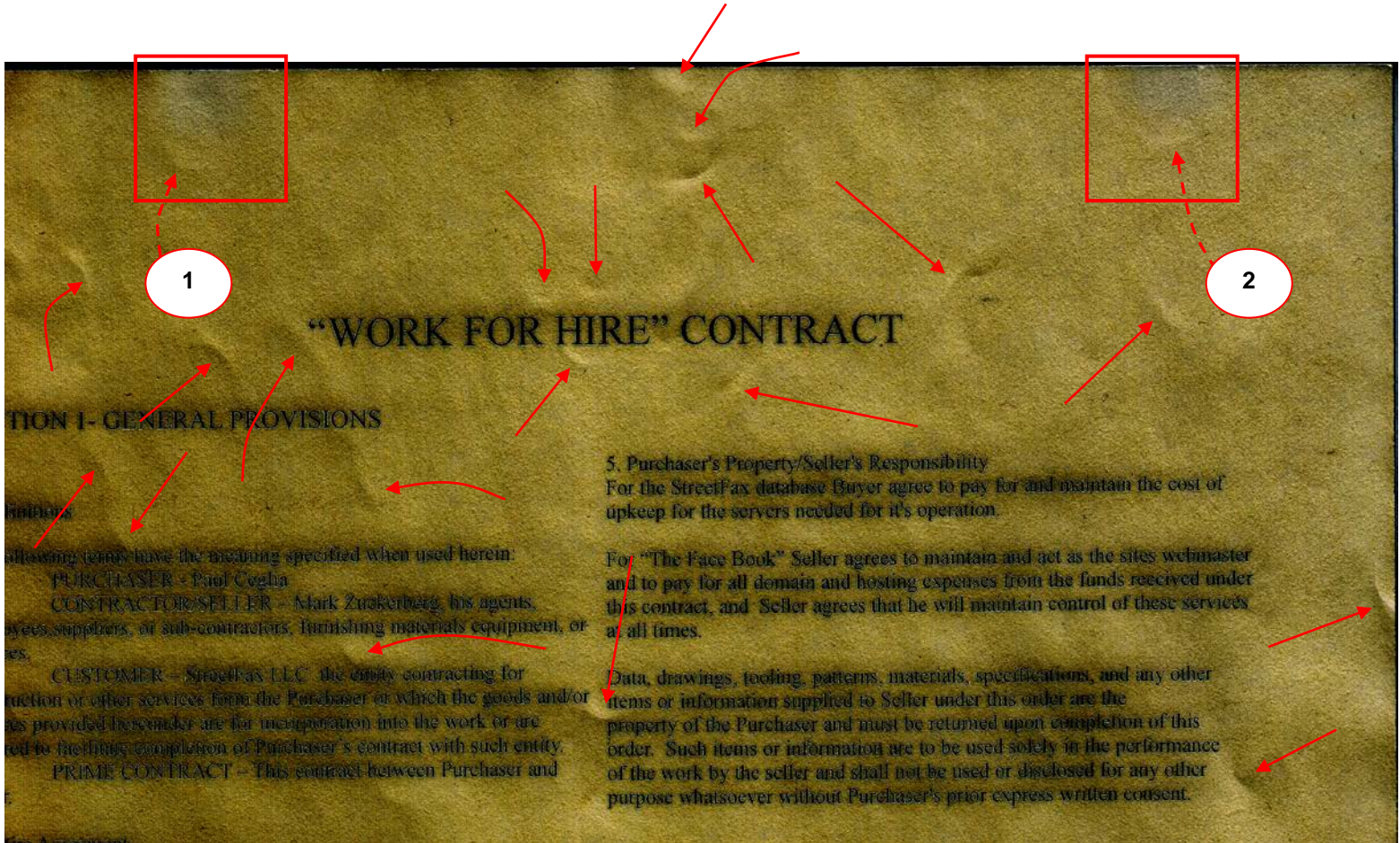


EXHIBIT 38

EXHIBIT 38

EXHIBIT 38

STATE **NY** COUNTY **Allegany** RIVER **Allegany**
 TIME (local) OF OBSERVATION **0700** PRECIPITATION **E** STANDARD TIME IN USE **E**
 TYPE OF RIVER GAGE _____ ELEVATION OF RIVER GAGE ZERO _____ FLOOD STAGE _____ NORMAL POOL STAGE _____

RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS

DATE	TEMPERATURE F.			PRECIPITATION		WEATHER (Calendar Day)					RIVER STAGE		REMARKS (Special observations, etc.,)						
	24 HRS. ENDING AT OBSERVATION		AT OBSN.	24-HR AMOUNTS		Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved.					CONDITION	GAGE READING AT		TENDENCY					
	MAX.	MIN.		AT	At Obs.	A.M.			NOON						P.M.				
1				01	T	T													
2				63	0	0													
3				0	0	0													
4				0	0	0													
5				1.25	0	0													
6				0.95	T	T													
7				-	-	-													
8				0.40	2.0	2													
9				0	0	0													
10				0	0	0													
11				0	0	0													
12				0	0	0													
13				0	0	0													
14				0	0	0													
15				0	0	0													
16				0	0	0													
17				0	0	0													
18				T	0	0													
19				0	0	0													
20				0	0	0													
21				06	1	1													
22				.34	-	-													
23				.04	-	-													
24				T	-	-													
25				0	0	0													
26				0	0	0													
27				0	0	0													
28				0	0	0													
29				0	0	0													
30				0	0	0													
31				0	0	0													
				SUM	2.78	2.0													

CONDITION OF RIVER AT GAGE: Greatest **2.0**
 CHECK BAR (For use with weight) NORMAL CK. BAR:
 OBSERVER: **Wellsville Water Treatment Plant**
 SUPERVISING OFFICE: **Buffalo** STATION INDEX NO.: **30-9072-1**

- A. Obstructed by rough ice.
- B. Frozen, but open at gage.
- C. Upper surface of smooth ice.
- D. Ice gorge above gage.
- E. Ice gorge below gage.
- F. Shore ice.
- G. Floating ice.
- H. Pool stage.

STATION (Climatological) WELLSVILLE		(River Station, if different)		MONTH MAY 2003	WS FORM E-15 (7-79)	U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE	
STATE NY		COUNTY ALEGANY		RIVER			
TIME (local) OF OBSERVATION RIVER		TEMP.	PRECIPITATION 0700	STANDARD TIME IN USE E			
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE			
		Fi.	Fi.	Fi.			

DATE	TEMPERATURE F.		AT OBSN.	PRECIPITATION			WEATHER (Calendar Day)						RIVER STAGE		REMARKS (Special observations, etc.,)				
	MAX.	MIN.		24-HR AMOUNTS	A: Ob.	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved.			Fog	Ice Pellets	Glaze	Thunder	Hail	Dancing Winds		Time of observation if different from above	CONDITION	GAGE READING AT	TENDENCY
						A.M.	NOON	P.M.											
1																			
2				.45															
3				.24															
4				0															
5				0															
6				0.10															
7				0.10															
8				0.15															
9				0															
10				0															
11				0															
12				1.26															
13				.11															
14				.16															
15				0															
16				.31															
17				.13															
18				0															
19				0															
20				0															
21				.28															
22				0															
23				0															
24				.22															
25				.15															
26				.03															
27				.01															
28				0															
29				0															
30				0															
31				0															
				SUM	3.74														

CONDITION OF RIVER AT GAGE	Greatest	CHECK BAR (For water weight) NORMAL CK. BAR	READING	DATE
A. Obstructed by rough ice.	E. Ice gorge below gage.			
B. Frozen, but open at gage.	F. Shore ice.			
C. Upper surface of smooth ice.	G. Floating ice.			
D. Ice gorge above gage.	H. Pool stage.			

Fug Ice Pel. Glaze Thund Hail Danc. Winds SUM	OBSERVER Wellsville Water Treatment Plant SUPERVISING OFFICE BUFFALO	STATION INDEX NO. 30-9072-1
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STATE NEW YORK	COUNTY ALLEGANY	RIVER
TIME (local) OF OBSERVATION 0700	TEMP. E	PRECIPITATION DST
TYPE OF RIVER GAGE	ELEVATION OF RIVER GAGE ZERO Ft.	FLOOD STAGE Ft.
		NORMAL POOL STAGE Ft.

RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS

DATE	TEMPERATURE F.		AT OBSN.	PRECIPITATION			WEATHER (Calendar Day)						RIVER STAGE		REMARKS (Special observations, etc.,)				
	MAX.	MIN.		24-HR AMOUNTS	At Ob.	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved.			Mark 'X' for all types occurring each day.							CONDITION	GAGE READING AT		
			Rain, melted snow, etc. (line and hundredths)	Snow, ice pellets, hail (line and tenths)	Snow, ice pellets, hail, ice on ground (line)	A.M.	NOON	P.M.	Fog	Ice Pellets	Glass	Thunder	Hail	Damaging Winds	Time of observation if different from above	CONDITION	GAGE READING AT	TENDENCY	
						1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
1			0.93			~~~~	~~~~												
2			0.03																
3			0																
4			0.17			~~~~													
5			0.20			~~~~													
6			0.01			~~~~													
7			0.06			~~~~													
8			0.00																
9			0.02			~~~~													
10			0																
11			0.02			~~~~													
12			0.89			~~~~													
13			1.46			~~~~													
14			0.01																
15			0																
16			0																
17			0																
18			0.18			~~~~													
19			0																
20			0																
21			0.97			~~~~													
22			0.35			~~~~													
23			0																
24			0																
25			0																
26			0																
27			0																
28			0																
29			0																
30			0.04																
31																			
SUM			5.76																

CONDITION OF RIVER AT GAGE Greatest	CHECK BAR (For water weight) NORMAL CK. BAR
READING	DATE
<p>A. Obstructed by rough ice. E. Ice gorge below gage. B. Frozen, but open at gage. F. Shore ice. C. Upper surface of smooth ice. G. Floating ice. D. Ice gorge above gage. H. Pool stage.</p>	

OBSERVER Wellsville Water Treatment Plant SUPERVISING OFFICE Buffalo	STATION INDEX NO. 30-9072-1
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WELLSVILLE

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NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE

STATE NY	COUNTY ALLEGANY	RIVER
TIME (local) OF OBSERVATION	TEMP. 0800	STANDARD TIME IN USE E DST
TYPE OF RIVER GAGE	ELEVATION OF RIVER GAGE ZERO Fi.	FLOOD STAGE Fi.
		NORMAL POOL STAGE Fi.

RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS

DATE	TEMPERATURE F.			PRECIPITATION		WEATHER (Calendar Day)								RIVER STAGE		REMARKS (Special observations, etc.,)						
	MAX.	MIN.	AT OBSH.	24-HR AMOUNTS	At Ob.	A.M.		NOON		P.M.		Fog	Ice Pellets	Glass	Thunder		Hail	Damaging Winds	Time of observation if different from above	CONDITION	GAGE READING AT	TENDENCY
1				1.44																		
2				0.02																		
3				.53																		
4				.28																		
5				0																		
6				1.27																		
7				.28																		
8				T																		
9				.03																		
10				1.26																		
11				0.50																		
12				0.23																		
13				0																		
14				0																		
15				0																		
16				0																		
17				.10																		
18				0																		
19				0																		
20				0																		
21				0																		
22				0																		
23				.03																		
24				0																		
25				0																		
26				0																		
27				0.60																		
28				0																		
29				0																		
30				.24																		
31				0																		
	SUM			6.31																		

CONDITION OF RIVER AT GAGE
 Greatest

A. Obstructed by rough ice.
 B. Frozen, but open at gage.
 C. Upper surface of smooth ice.
 D. Ice gorge above gage.

E. Ice gorge below gage.
 F. Shale ice.
 G. Floating ice.
 H. Pool stage.

CHECK BAR (For minimum only) NORMAL CK. BAR	READING	DATE

OBSERVED
 Wellsville Water Treatment Plant
 SUPERVISING OFFICE
 Buffalo

STATION INDEX NO.
 30-9072-1

STATION (Climatological) Wellsville		(River Station, if different)		MONTH 09 2003	WS FORM E-15 17-791 U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS											
STATE NY	COUNTY Allegany	RIVER														
TIME (local) OF OBSERVATION RIVER	TEMP. 0800	PRECIPITATION E DST	STANDARD TIME IN USE													
TYPE OF RIVER GAGE	ELEVATION OF RIVER GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE													
TEMPERATURE F.		PRECIPITATION			WEATHER (Calendar Day)		RIVER STAGE		REMARKS (Special observations, etc.)							
24 HRS. ENDING AT OBSERVATION		24-HR AMOUNTS			Mark 'X' for all types occurring each day.		GAGE READING AT									
DATE	MAX. MIN. AT OBSN.	Maint. melted rain, sleet, and hoar-frost (inches)	Snow, ice pellets, hail, ice on wires (inches)	Snow, ice pellets, hail, ice on ground (inches)	A.M. NOON P.M.		Fog	Ice Pellets	Glaze	Thunder	Hail	Damaging Winds	Time of observation, if different from above	CONDITION	GAGE READING AT A.M.	TENDENCY
1		0.37														
2		1.32														
3		0.04														
4		.30														
5		0														
6		0														
7		0														
8		0														
9		0														
10		0														
11		0														
12		0														
13		0														
14		.20														
15		.35														
16		0														
17		0														
18		0														
19		.03														
20		.34														
21		0														
22		0														
23		0.48														
24		.05														
25		0														
26		.16														
27		0														
28		1.60														
29		0.01														
30		0.11														
31																
SUM		5.26														
CONDITION OF RIVER AT GAGE		CHECK BAR (For water heights) NORMAL CK. BAR		DATE		OBSERVER		SUPERVISING OFFICE		STATION INDEX NO.						
A. Obstructed by rough ice. B. Frozen, but open at gage. C. Upper surface of smooth ice. D. Ice gorge above gage. E. Ice gorge below gage. F. Shore ice. G. Floating ice. H. Pool stage.		READING		DATE		Wellsville Water Treatment Plant		Buffalo		30-9072-1						

STATION (Climatological)
WELLSVILLE

INVER. STATION, IF DIFFERENT
Allegany

RIVER
Allegany

STATE
NY

TIME (local) OF OBSERVATION
0000

TEMP.
E DST

PRECIPITATION

FLOOD STAGE
E DST

NORMAL POOL STAGE

ELEVATION OF RIVER GAGE ZERO
Fi. F1. F1.

RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS

DATE	TEMPERATURE F.		AT OBSN.	PRECIPITATION			WEATHER (Calendar Day)						RIVER STAGE		REMARKS (Special observations, etc.,)						
	MAX.	MIN.		24-HR AMOUNTS At Obs. Rain, melted snow, etc. (ins. and hundredths)	A.M.		NOON		P.M.		Fog	Ice Pellets	Glaze	Thunder		Hail	Dew. Winds	Time of observation if different from above	CONDITION	GAGE READING AT	TENDENCY
					1	2	3	4	5	6											
1			0.01																		
2			0.10																		
3			0.17																		
4			0.22																		
5			0.44																		
6			0.03																		
7			0																		
8			0																		
9			0																		
10			0																		
11			0																		
12			0																		
13			0.04																		
14			0																		
15			0.70																		
16			0.18																		
17			0																		
18			0																		
19			0.07																		
20			0																		
21			0																		
22			0.05																		
23			0.06																		
24			0																		
25			0.04																		
26			0.01																		
27			0.53																		
28			0.32																		
29			0.05																		
30			0																		
31			0																		
SUM			3.04	CHECK BAR (For wire nets etc.)			NORMAL CK. BAR		Fog		Ice Pellets	Glaze	Thunder	Hail	Dew. Winds	SUM					

CONDITION OF RIVER AT GAGE
Greatest READING DATE

A. Obstructed by rough ice. E. Ice gorge below gage.
B. Frozen, but open at gage. F. Shore ice.
C. Upper surface of smooth ice. G. Floating ice.
D. Ice gorge above gage. H. Pool stage.

OBSERVER
Wellsville Water Treatment Plant

SUPERVISING OFFICE
Buffalo

STATION INDEX NO.
30-9072-1

STATE NY COUNTY ALLEGANY RIVER _____
 TIME (local) OF OBSERVATION: RIVER TEMP. PRECIPITATION STANDARD TIME IN USE
0630 0630 E
 TYPE OF RIVER GAGE ELEVATION OF RIVER FLOOD STAGE NORMAL POOL STAGE
 GAGE ZERO Ft. Ft. Ft.

RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS

DATE	TEMPERATURE F.			PRECIPITATION													WEATHER (Calendar Day)						RIVER STAGE		REMARKS (Special observations, etc.)												
	24 HRS. ENDING AT OBSERVATION		AT	24-HR AMOUNTS		At Obs.	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved.													Mark 'X' for all types occurring each day.						GAGE READING AT	TENDENCY										
	MAX.	MIN.	OBSN.	Rain, melted snow, etc. (Inches and hundredths)	Snow, ice pellets, hail, etc. (Inches and hundredths)	Snow, ice pellets, hail, etc. (Inches and hundredths)	A.M.			NOON			P.M.			Fog	Ice Pellets	Glaze	Thunder	Hail	Damaging Winds	Time of observation if different from above															
1	45	23	27	1.23	0	0																															
2	40	26	37	.13	0	0																															
3	53	47	54	0.46	0	0																															
4	61	38	38	0.20	0	0																															
5	39	27	30	0.97	3.0	3																															
6	35	23	23	0.04	1.0	3																															
7	24	7	9	0.02	0.2	3																															
8	15	8	15	.17	3.0	3																															
9	21	2	3	T	T	3																															
10	4	-17	-12	0	0	3																															
11	6	-13	1	0	0	3																															
12	31	1	31	0.06	1.2	5																															
13	35	28	30	0.02	0	4																															
14	30	-5	-5	0.04	0.5	5																															
15	10	-6	0	0.27	3.0	8																															
16	3	-8	-2	0	0	8																															
17	11	-1	-1	0	0	8																															
18	29	-3	29	0.02	0.2	8																															
19	29	11	11	0.12	2.0	8																															
20	17	11	12	0.01	0.1	8																															
21	17	10	10	0	0	8																															
22	25	5	24	T	T	8																															
23	27	0	4	0.07	1.0	9																															
24	10	0	2	1.01	0.1	9																															
25	11	-12	-10	1.01	T	9																															
26	13	-14	9	T	T	9																															
27	19	9	19	.17	1.0	8																															
28	25	18	19	.26	2.0	9																															
29	25	12	12	1.01	1.0	10																															
30	13	-5	3	0	0	10																															
31	11	3	7	T	T	10																															

SUM 3.43 19.3

CONDITION OF RIVER AT GAGE: Greatest

CHECK BAR (For water weight) NORMAL CK. BAR

READING DATE

WEATHER OBSERVER: WELLSVILLE WATER TREATMENT PLANT

SUPERVISING OFFICE: BUFFALO

STATION INDEX NO.: 30-9072-1

- A. Obstructed by rough ice.
- B. Frozen, but open at gage.
- C. Upper surface of smooth ice.
- D. Ice gorge above gage.
- E. Ice gorge below gage.
- F. Shore ice.
- G. Floating ice.
- H. Pool stage.

STATION (Climatological)		(River Station, if different)		MONTH		WS FORM B-91 (12/00)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE									
Wellsville				02 20 04													
STATE NY		COUNTY Allegany		RIVER													
TIME (local) OF OBSERVATION		TEMP. 0630		PRECIPITATION 0630		STANDARD TIME IN USE E											
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO		FLOOD STAGE		NORMAL POOL STAGE											
DATE	TEMPERATURE F.			PRECIPITATION			WEATHER (Calendar Day)					RIVER STAGE		REMARKS (Special observations, etc.)			
	24 HRS. ENDING AT OBSERVATION		AT OBSN.	24-HR AMOUNTS		At Ob.	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved.					Mark 'X' for all types occurring each day.			GAGE READING AT	TENDENCY	
	MAX.	MIN.		Rain, melted snow, etc. (ins. and hundredths)	Snow, ice pellets, hail, (ins. and hundredths)		Snow, ice pellets, hail, ice on ground (ins.)										
1	16	10	16	0.01	1	10.0											
2	25	-4	-4	0	0	10											
3	38	-5	28	0	0	7											
4	32	24	28	0.38	6.5	13											
5	33	-3	-2	0	0	13											
6	30	-4	30	0.37	2	12											
7	38	29	29	0.03	0.0	10											
8	31	6	7	0.02	1.0	11											
9	27	-1	15	0	0	11											
10	37	13	31	0	0	10											
11	37	19	19	0.11	2.0	11											
12	27	4	9	0	0	9											
13	38	7	25	0	0	9											
14	32	21	21	0	0	8											
15	32	8.0	8.0	0.01	0	8											
16	32	-16	-16	0	0	8											
17	19	-16	-3	0	0	8											
18	30	-3	0	0	0	8											
19	34	-2	33	0	0	7											
20	38	-2	24	1	1	7											
21	45	25	36	0.07	0	6											
22	37	26	26	0.02	0.2	7											
23	33	9	10	0	0	6											
24	37	10	25	0.04	1.0	7											
25	31	3	3	0.01	0.5	7											
26	33	2	11	0	0	7											
27	37	1	10	0	0	7											
28	40	8	8	0	0	6											
29	48	8	16	0	0	6											
30																	
31																	
976	177	SUM	1.07	13.2			CHECK BAR (For wire weight) NORMAL CK. BAR										
CONDITION OF RIVER AT GAGE			0.04	0.46	8	READING	DATE					OBSERVER		SUPERVISING OFFICE		STATION INDEX NO.	
A. Obstructed by rough ice.			E. Ice gorge below gage					Wellsville Water Treatment Plant					Eschfeldt		30-9072-1		
B. Frozen, but open at gage.			F. Shore ice.														
C. Upper surface of smooth ice.			G. Floating ice.														
D. Ice gorge above gage.			H. Pool stage.														

STATION (Climatological) WELLSVILLE (River Station, if different)		MONTH MAR 20.04		WS FORM B-91 (12/00)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																																	
STATE NY		COUNTY ALLEGANY		RIVER		RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																																	
TIME (local) OF OBSERVATION RIVER		TEMP. 0600	PRECIPITATION 0600	STANDARD TIME IN USE E																																			
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO Fl.	FLOOD STAGE Fl.	NORMAL POOL STAGE Fl.																																			
DATE	TEMPERATURE F.			PRECIPITATION			WEATHER (Calendar Day)						RIVER STAGE		REMARKS (Special observations, etc.)																								
	24 HRS. ENDING AT OBSERVATION		AT OBSN.	24-HR AMOUNTS		At Cd. Snow, ice pellets, hail, ice on ground (In.)	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved						Fog	Ice Pellets		Glaze	Thunder	Hail	Damaging Winds	Time of observation if different from above	CONDITION	GAGE READING AT	TENDENCY																
	MAX.	MIN.		RAIN, melted snow, etc. (In. and hundredths)	SNOW, ice pellets, hail, (In. and hundredths)		A.M.		NOON		P.M.																												
1	53	16	24	0	0	4																																	
2	52	23	39	0	0	4																																	
3	53	37	38	0	0	7																																	
4	44	33	34	.16	0	0																																	
5	47	37	43	.10	0	0																																	
6	58	43	49	.27	0	0																																	
7	49	30	30	0	0	0																																	
8	45	30	31	.18	T	T																																	
9	33	22	24	.05	1.0	1																																	
10	31	22	23	.03	0.5	1																																	
11	39	19	19	0	0	T																																	
12	47	18	21	0	T	T																																	
13	24	18	20	T	T	T																																	
14	29	17	20	0	0	0																																	
15	45	16	33	0.07	0	0																																	
16	45	23	23	0.05	1.0	1																																	
17	25	19	19	0.67	10.0	11.0																																	
18	28	18	20	.07	1.0	7.0																																	
19	36	20	23	0	T	16																																	
20	36	19	26	0	0	3																																	
21	42	26	30	0.40	0	2																																	
22	32	12	12	0.01	0.10	1																																	
23	21	11	17	0	0	T																																	
24	42	17	26	0	0	T																																	
25	53	25	40	0.05	0	0																																	
26	55	40	40	0	0	0																																	
27	68	39	51	.27	0	0																																	
28	55	38	38	0	0	0																																	
29	63	37	40	0	0	0																																	
30	61	36	36	0	0	0																																	
31	57	36	40	.15	0	0																																	
SUM				2.53	13.6		CHECK BAR (For wire-weight) NORMAL CK. BAR																								Fog Ice Pel. Glaze Thunder Hail Dam. Winds								
CONDITION OF RIVER AT GAGE				READING		DATE		OBSERVER WELLSVILLE WATER TREATMENT PLANT																								SUPERVISING OFFICE BUFFALO						STATION INDEX NO. 30-9072-1	
A. Obstructed by rough ice. B. Frozen, but open at gage. C. Upper surface of smooth ice. D. Ice gorge above gage.				E. Ice gorge below gage F. Shore ice. G. Floating ice. H. Pool stage.																																			

STATE **NY** COUNTY **ALEGGANY** RIVER
 TIME (local) OF OBSERVATION RIVER TEMP. **0600** PRECIPITATION **0600** STANDARD TIME IN USE **E**
 TYPE OF RIVER GAGE ELEVATION OF RIVER GAGE ZERO FLOOD STAGE NORMAL POOL STAGE

RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS

DATE	TEMPERATURE F.			PRECIPITATION			WEATHER (Calendar Day)						RIVER STAGE		REMARKS (Special observations, etc.)				
	24 HRS. ENDING AT OBSERVATION		AT OBSN	24-HR AMOUNTS		At Gg.	Mark 'X' for all types occurring each day.						GAGE READING AT	TENDENCY					
	MAX.	MIN.		Rain, melted snow, etc. (ins. and hundredths)	Snow, ice pellets, hail, (ins. and tenths)		Snow, ice pellets, hail, ice on ground (ins.)	A.M.			P.M.					CONDITION	A.M.		
1	53	40	43	.07															
2	40	35	37	.84															
3	42	32	32	.09	T	T													
4	43	27	30	T	T														
5	34	17	17	.14	1.0	1													
6	31	19	19	0	0	0													
7	47	18	43	0	0	0													
8	47	29	29	0	0	0													
9	48	28	35	0	0	0													
10	50	28	31	0	0	0													
11	52	27	29	0	0	0													
12	49	26	28	0	0	0													
13	48	28	38	.66	0	0													
14	42	33	33	1.11	0	0													
15	46	28	34	T	0	0													
16	50	24	24	0	0	0													
17	68	24	42	0	0	0													
18	74	42	44	-															
19	80	42	69	-															
20	79	41	41	.22															
21	58	41	53	0															
22	75	41	58	.40															
23	62	44	44	.31															
24	55	36	36	.41															
25	57	36	41	0															
26	49	41	48	.27															
27	54	34	34	0															
28	50	28	28	.03															
29	54	27	52	0															
30	78	44	46	0															
31																			
SUM				4.55	1.0		CHECK BAR (For wire-weight) NORMAL CK. BAR												

CONDITION OF RIVER AT GAGE READING DATE
 A. Obstructed by rough ice. E. Ice gorge below gage
 B. Frozen, but open at gage. F. Shore ice.
 C. Upper surface of smooth ice. G. Floating ice.
 D. Ice gorge above gage. H. Pool stage.

OBSERVER **WELLSVILLE WATER TREATMENT PLANT**
 SUPERVISING OFFICE **BUFFALO** STATION INDEX NO. **30-9072-1**

STATE NY		COUNTY ALLEGANY		RIVER
TIME (local) OF OBSERVATION RIVER		TEMP. 0600	PRECIPITATION 0600	STANDARD TIME IN USE E
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO Fl.	FLOOD STAGE Fl.	NORMAL POOL STAGE Fl.

RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS

DATE	TEMPERATURE F.			24-HR AMOUNTS	At Ob.	PRECIPITATION			WEATHER (Calendar Day)						RIVER STAGE		REMARKS (Special observations, etc.)			
	24 HRS. ENDING AT OBSERVATION		AT OBSN.			Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved.			Mark 'X' for all types occurring each day.						GAGE READING AT	TENDENCY				
	MAX.	MIN.				A.M.	NOON	P.M.	Fog	Ice Pellets	Glaze	Thunder	Hail	Damaging Winds				CONDITION	A.M.	
1	78	45	59	.02																
2	76	58	62	.02									X							
3	74	37	37	.49																
4	51	31	31	0																
5	55	31	44	0.05																
6	61	30	30	0.07																
7	76	30	56	0.53																
8	66	39	40	0																
9	65	41	55	2.25																
10	74	41	53	0.93																
11	82	53	57	0.74																
12	82	53	54	0																
13	83	54	58	.01																
14	83	58	58	0																
15	80	58	62	0.14																
16	70	47	48	0.55																
17	65	44	44	0																
18	78	44	61	0.10																
19	76	55	55	0																
20	70	42	42	0																
21	69	42	62	.35																
22	70	57	58	.38																
23	77	59	64	0.84																
24	81	61	61	0.51																
25	79	53	53	.18																
26	72	53	59	0																
27	74	46	47	0																
28	75	47	60	.16																
29	63	35	35	0																
30	61	33	33	0																
31	70	33	57	0																
SUM	236	1410		8.17																

CONDITION OF RIVER AT GAGE	READING	DATE	OBSERVER	STATION INDEX NO.
A. Obstructed by rough ice. B. Frozen, but open at gage. C. Upper surface of smooth ice. D. Ice gorge above gage. E. Ice gorge below gage. F. Shore ice. G. Floating ice. H. Pool stage.			WELLSVILLE WATER TREATMENT PLANT Buffalo	30-9072-1

STATION (Climatological) Wellsville		(River Station, if different)		MONTH July	2004	WS FORM B-91 (12/00) U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																
STATE NY		COUNTY Allegany		RIVER																		
TIME (local) OF OBSERVATION RIVER		TEMP. 0600	PRECIPITATION 0600	STANDARD TIME IN USE E																		
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE		RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																
		Fl.	Fl.	Fl.																		
DATE	TEMPERATURE F.			PRECIPITATION		WEATHER (Calendar Day)						RIVER STAGE		REMARKS (Special observations, etc.,)								
	MAX.	MIN.	AT OBSN.	24-HR AMOUNTS	At Ob.	Mark 'X' for all types occurring each day.						CONDITION	GAGE READING AT		TENDENCY							
				Rain, melted snow, etc. (hrs. and hundredths)	Snow, ice pellets, hail, etc. (hrs. and tenths)	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved.						Fog	Ice Pellets	Glaze	Thunder	Hail	Damaging Winds	Time of observation if different from above	CONDITION	GAGE READING AT	TENDENCY	
						A.M. NOON P.M.																
1	77	49	52	0.02																		
2	80	51	51	0																		
3	90	46	46																			
4	81	57	58																			
5	82	57	67	0.40																		
6	82	55	66	0																		
7	78	56	58																			
8	81	57	60	0.35																		
9	78	56	56																			
10	69	49	49																			
11	78	49	56																			
12	82	49	62																			
13	75	49	64	.20																		
14	83	69	67																			
15	68	57	60	1.16																		
16	67	59	60	0.06																		
17	72	55	55	0.03																		
18	77	55	60	0.30																		
19	77	59	60	0.16																		
20	73	57	57	T																		
21	79	57	57	0.03																		
22	83	56	63	T																		
23	83	51	66	.10																		
24	73	51	61	0																		
25	69	45	46																			
26	75	46	59	0.05																		
27	65	59	62	1.23																		
28	69	60	61	0.20																		
29	71	57	58	0.14																		
30	78	68	63	0.00																		
31	77	62	71	0.32																		
SUM				4.75																		
CONDITION OF RIVER AT GAGE				CHECK BAR (For wire-weight) NORMAL CK. BAR		Fog						Ice Pellets		Glaze		Thunder		Hail		Damaging Winds		
A. Obstructed by rough ice. B. Frozen, but open at gage. C. Upper surface of smooth ice. D. Ice gorge above gage.				READING		DATE						OBSERVER		SUPERVISING OFFICE		STATION INDEX NO.						
E. Ice gorge below gage. F. Shore ice. G. Floating ice. H. Pool stage.												Wellsville Water Treatment Plant		Buffalo		30-9072-1						

STATION (Climatological)		(River Station, if different)		MONTH		WS FORM B-91 (12/00)	U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE														
WELLSVILLE				AUG	20 04		RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS														
STATE	NY	COUNTY	ALLEGANY	RIVER																	
TIME (Local) OF OBSERVATION RIVER		TEMP.	PRECIPITATION	STANDARD TIME IN USE																	
		0600	0600	E																	
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE																	
		Fl.	Fl.	Fl.																	
DATE	TEMPERATURE F.			PRECIPITATION							WEATHER (Calendar Day)					RIVER STAGE		REMARKS (Special observations, etc.)			
	24 HRS. ENDING AT OBSERVATION		AT OBSN.	24-HR AMOUNTS			At Ob.	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved.				Mark 'X' for all types occurring each day.					GAGE READING AT		TENDENCY		
	MAX.	MIN.		Rain, melted snow, etc. (ins. and hundredths)	Snow, ice pellets, hail, (ins. and hundredths)	Snow, ice pellets, hail, ice on ground (ins.)		A.M. NOON P.M.				Fog	Ice Pellets	Glaze	Thunder	Hail	Damaging Winds		Time of observation if different from above	CONDITION	— A.M.
1	77	65	65	0.36			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
2	82	56	56	-			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
3	83	56	57	-			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
4	84	57	58	-			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
5	78	57	58	0.31			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
6	68	44	47	-			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
7	68	44	49	-			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
8	63	49	49	-			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
9	75	47	47	-			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
10	77	47	55	-			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
11	78	55	55	0.80			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
12	75	54	55	-			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
13	63	55	56	1.48			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
14	69	53	53	0.07			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
15	70	52	53	0			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
16	73	53	57	1.38			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
17	73	51	51	0			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
18	75	50	54	0			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
19	76	53	66	0			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
20	76	62	63	0.48			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
21	77	57	67	1.80			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
22	97	43	48	0			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
23	72	43	47	0			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
24	80	47	60	1.20			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
25	75	57	57	0			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
26	78	57	65	0			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
27	78	65	66	T			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
28	82	63	63	0.42			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
29	80	63	67	0			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
30	82	63	67	0.02			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
31	70	60	60	0.90			1	1	1	1	1	1	1	1	1	1	1	1	1	1	
Σ			SUM	5.62			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
CONDITION OF RIVER AT GAGE		READING			DATE		OBSERVER			SUPERVISING OFFICE			STATION INDEX NO.								
A. Obstructed by rough ice.							Wellsville Water Treatment Plant			Buffalo			30-9072 1								
B. Frozen, but open at gage.																					
C. Upper surface of smooth ice.																					
D. Ice gorge above gage.																					
E. Ice gorge below gage.																					
F. Shore ice.																					
G. Floating ice.																					
H. Pool stage.																					

STATION (Climatological) wallsville		(River Station, if different)		MONTH MAR	YEAR 2005	WS FORM B-91 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																					
STATE NY			COUNTY allegany		RIVER																								
TIME (local) OF OBSERVATION			TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E																								
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO		FLOOD STAGE		NORMAL POOL STAGE																							
TEMPERATURE			PRECIPITATION						WEATHER (Calendar Day)			RIVER STAGE																	
24 HRS ENDING AT OBSERVATION		AT OBSN	24 HR AMOUNTS	AT OB		Draw a straight line (—) through hours precipitation was observed and a wavy line (~~~~) through hours precipitation probably occurred unobserved																							
MAX	MIN		(Rain, melted snow, etc. in total (inches))	(Snow in total (inches))	(Ice in total (inches))	A.M.			NOON			P.M.					Fog	Ice Pellets	Glaze	Thunder	Hail	Demolishing Winds	TIME OF DOGS/BOGS if different from above	Condition	Gage reading at . . . AM	Tendency	REMARKS (SPECIAL OBSERVATIONS, ETC.)		
1	32	23	23	0.30	3.5	7																							
2	33	20	20	0.13	2.0	8																							
3	25	10	11	0.07	1.0	8																							
4	24	9	11	0.01	0.0	6																							
5	30	2	2	0.00	0.0	6																							
6	34	2	8	0.00	0.0	5																							
7	38	8	27	0.00	0.0	4																							
8	55	13	13	0.07	T	2																							
9	15	7	9	0.01	0.2	2																							
10	19	3	3	0.00	0.0	2																							
11	24	3	19	0.03	0.8	2																							
12	23	4	17	0.02	0.3	2																							
13	30	7	9	0.01	2.0	2																							
14	31	1	1	0.10	0.1	2																							
15	28	1	5	0.00	0.0	2																							
16	33	5	12	0.00	0.0	1																							
17	34	12	12	0.00	0.0	0																							
18	43	12	16	0.00	0.0	0																							
19	38	16	21	0.00	0.0	0																							
20	47	21	33	0.03	0.0	0																							
21	44	31	31	0.14	T	T																							
22	34	25	26	0.00	0.0	0																							
23	45	24	30	0.00	0.0	0																							
24	32	26	27	0.40	4.0	4																							
25	42	28	32	0.01	0.0	T																							
26	42	21	24	0.00	0.0	0																							
27	45	24	34	0.00	0.0	0																							
28	43	37	37	0.10	0.0	0																							
29	42	34	35	0.20	0.0	0																							
30	42	27	28	0.00	0.0	0																							
31	56	28	47	0.00	0.0	0																							
Σ	35.5	15.5	SUM	1.83	13.9		CHECK BAR (for wire weight) NORMAL CHECK BAR											Fog	Ice Pel	Glaze	Thunder	Hail	Dem Winds						
CONDITION OF RIVER AT GAGE			READING	DATE		OBSERVER Dana Harris											SUPERVISING OFFICE WFO Buffalo					STATION INDEX NO. 30-8072-1							
A. Obstructed by rough ice			E. Ice gage below gage																										
B. Frozen, but open at gage			F. Shore ice																										
C. Upper surface smooth ice			G. Floating ice																										
D. Ice gage above gage			H. Pool stage																										

STATION (Climatological) wellsville		(River Station, if different)		MONTH MAY	YEAR 2005	WS FORM B-91 (12-93) U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS											
STATE NY	COUNTY allegany		RIVER														
TIME (hour) OF OBSERVATION	TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E														
TYPE OR RIVER GAGE	ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE														
TEMPERATURE		PRECIPITATION				WEATHER (Calendar Day)		RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)							
24 HRS ENDING AT OBSERVATION	AT OBSN	24 HR AMOUNTS	AT OB	Draw a straight line (—) through hours precipitation was observed and a wavy line (~~~~) through hours precipitation probably occurred unobserved				Mark X for all types occurring each day									
MAX MIN		Rain, sleet, or snow (in and below)	Show ice pellets (in and below)					Fog	Ice Pellets	Glaze	Thunder	Hail	Damaging Winds	Time of occurrence if different from above	Condition	Gage reading at . . . AM	Tendency
1 50 28	42	0.04	0.0	0	1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
2 53 32	34	0.11	0.1	0	1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
3 52 31	35	0.02			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
4 52 28	28	0.08			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
5 47 26	26	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
6 60 25	33	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
7 82 32	35	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
8 76 31	31	0.00	0.0	0	1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
9 65 30	32	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
10 74 32	41	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
11 84 40	50	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
12 78 41	41	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
13 51 26	31	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
14 68 27	52	0.07			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
15 73 52	54	0.20			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
16 73 40	40	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
17 52 29	29	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
18 57 29	29	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
19 63 29	33	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
20 66 33	44	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
21 65 37	38	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
22 67 38	46	T			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
23 68 37	37	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
24 55 37	46	0.05			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
25 53 43	43	0.16			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
26 85 39	47	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
27 72 39	39	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
28 73 39	44	0.00			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
29 58 40	40	0.30			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
30 66 39	39	0.02			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
31 68 39	41	0.01			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
63.4	34.4	SUM	1.06	0.1	CHECK BAR (for wire weight) NORMAL CHECK BAR												
CONDITION OF RIVER AT GAGE		READING		DATE		OBSERVER		SUPERVISING OFFICE		STATION INDEX NO.							
A. Obstructed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage		E. Ice gorge below gage F. Shave ice G. Floating ice H. Pool stage				Dana Harris		WFO Buffalo		30-9072-1							

Station Name:WELLSVILLE MUNICIPAL AIRPORT Station Id:GHCND:USW00054757 State: New York County: Allegany County, NY				Record of Climatological Observations These data are quality controlled and may not be identical to the original observations															
P r e l i m i n a r y	Y e a r	M o n t h	D a y	Temperature (°F)		a t O b s e r v a t i o n	Precipitation(see **)			Evaporation		Soil Temperature (°F)							
				24 hrs. ending at observation time			24 Hour Amounts ending at observation time		At Observation Time	24 Hour Wind Movement (mi)	Amount of Evaporation (in)	4 in depth			8 in depth				
				Max.	Min.		Rain, melted snow, etc. (in)	Snow, ice pellets (in)	Snow, ice pellets, hail, ice on ground (in)			Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.		
	2005	7	1	77.0	59.0		T												
	2005	7	2	70.0	50.0		0.00												
	2005	7	3	73.9	44.1		0.00												
	2005	7	4	81.0	64.0		0.00												
	2005	7	5	79.0	64.9		0.22												
	2005	7	6	70.0	57.0		0.21												
	2005	7	7	73.9	53.1		0.00												
	2005	7	8	66.9	55.9		0.54												
	2005	7	9	75.0	54.0		0.01												
	2005	7	10	80.1	54.0		0.00												
	2005	7	11	84.0	55.0		0.00												
	2005	7	12	86.0	63.0		0.00												
	2005	7	13	84.0	64.0		0.40												
	2005	7	14	81.0	63.0		0.00												
	2005	7	15	82.0	64.9		0.00												
	2005	7	16	81.0	68.0		0.08												
	2005	7	17	81.0	70.0		0.18												
	2005	7	18	82.9	69.1		T												
	2005	7	19	84.0	62.1		0.00												
	2005	7	20	81.0	60.1		0.00												
	2005	7	21	82.0	57.0		0.01												
	2005	7	22	77.0	64.0		T												
	2005	7	23	78.1	57.9		0.00												
	2005	7	24	75.9	52.0		0.04												
	2005	7	25	87.1	66.0		0.00												
	2005	7	26	88.0	61.0		0.12												
	2005	7	27	73.0	55.0		0.22												
	2005	7	28	73.9	50.0		0.01												
	2005	7	29	78.1	54.0		0.00												
	2005	7	30	81.0	53.1		0.00												
	2005	7	31	82.9	55.9		0.01												
Summary				79.1	58.7		2.05	0											
The "*" flags in Preliminary indicate the data have not completed processing and quality control and may not be identical to the original observation																			
Empty, or blank, cells indicate that a data observation was not reported.																			
*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown																			
**The values T in the Precipitation category above indicate a TRACE value was recorded for these elements																			
Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.																			

Station Name:WELLSVILLE MUNICIPAL AIRPORT Station Id:GHCND:USW00054757 State: New York County: Allegany County, NY				Record of Climatological Observations These data are quality controlled and may not be identical to the original observations															
P r e l i m i n a r y	Y e a r	M o n t h	D a y	Temperature (°F)		a t O b s e r v a t i o n	Precipitation(see **)			Evaporation		Soil Temperature (°F)							
				24 hrs. ending at observation time			24 Hour Amounts ending at observation time		At Observation Time	24 Hour Wind Movement (mi)	Amount of Evaporation (in)	4 in depth			8 in depth				
				Max.	Min.		Rain, melted snow, etc. (in)	Snow, ice pellets (in)	Snow, ice pellets, hail, ice on ground (in)			Ground Cover (see *)	Max.	Min.	Ground Cover (see *)	Max.	Min.		
	2005	8	1	84.9	59.0		T												
	2005	8	2	87.1	66.9		T												
	2005	8	3	88.0	63.0		0.00												
	2005	8	4																
	2005	8	5	81.0	60.1		0.00												
	2005	8	6	82.0	54.0		0.00												
	2005	8	7	84.9	54.0		0.00												
	2005	8	8	79.0	60.1		0.00												
	2005	8	9	87.1	68.0		0.00												
	2005	8	10	87.1	64.9		0.07												
	2005	8	11	70.0	66.0		0.00												
	2005	8	12	87.1	62.1		0.10												
	2005	8	13	84.0	66.0		1.34												
	2005	8	14	82.9	59.0		0.05												
	2005	8	15	78.1	57.0		0.00												
	2005	8	16	79.0	55.9		0.00												
	2005	8	17	78.1	55.0		0.00												
	2005	8	18	81.0	50.0		0.00												
	2005	8	19	69.1	64.9		0.01												
	2005	8	20	82.9	66.0		0.16												
	2005	8	21	80.1	60.1		0.00												
	2005	8	22	68.0	53.1		0.00												
	2005	8	23	68.0	48.9		0.00												
	2005	8	24	73.0	44.1		0.00												
	2005	8	25	78.1	45.0		0.00												
	2005	8	26	78.1	54.0		0.00												
	2005	8	27	68.0	55.9		0.13												
	2005	8	28	81.0	60.1		T												
	2005	8	29	77.0	57.9		1.53												
	2005	8	30	72.0	61.0		2.12												
	2005	8	31	70.0	62.1		0.55												
Summary				78.9	58.5		6.06	0											

The "*" flags in Preliminary indicate the data have not completed processing and quality control and may not be identical to the original observation

Empty, or blank, cells indicate that a data observation was not reported.

*Ground Cover: 1=Grass; 2=Fallow; 3=Bare Ground; 4=Brome grass; 5=Sod; 6=Straw mulch; 7=Grass muck; 8=Bare muck; 0=Unknown

**The values T in the Precipitation category above indicate a TRACE value was recorded for these elements

Data value inconsistency may be present due to rounding calculations during the conversion process from SI metric units to standard imperial units.

STATION (Climatological)			(River Station, if different)			MONTH		YEAR		WS FORM B-91 (12-83)	U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE															
wellsville						SEP		2005			RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS															
STATE NY			COUNTY allegany			RIVER																				
TIME (local) OF OBSERVATION			TEMPERATURE		PRECIPITATION		STANDARD TIME IN USE																			
			0600		0600		E																			
TYPE OR RIVER GAGE		ELEVATION OF GAGE		FLOOD STAGE			NORMAL POOL STAGE																			
ZERO																										
TEMPERATURE			PRECIPITATION						WEATHER (Calendar Day)						RIVER STAGE			REMARKS (SPECIAL OBSERVATIONS, ETC.)								
24 HRS ENDING AT OBSERVATION			24 HR AMOUNTS		AT OBS		Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved												Mark X for all types occurring each day							
			Hourly amounts (in and hundredths)		Gage ice below gage (in and hundredths)		A.M. NOON P.M.												Fog Ice Pellets Glaze Thunder Hail Damaging Winds							
MAX MIN AT OBSN																			W/ or occurrence if different from above			Condition				
																		Gage reading at AM			Tendency					
1			72 57 58		0.80																					
2			75 52 54																							
3			79 50 51		0.00																					
4			73 49 50		0.00																					
5			70 48 46		0.00																					
6			78 45 45		0.00 0.0 0																					
7			78 44 46		0.00																					
8			78 45 45		0.00																					
9			74 45 57		0.00 0.0 0																					
10			75 45 46		0.00																					
11			73 42 42		0.00 0.0 0		1 2 3 4 5 6 7 8 9 10 11 1 2 3 4 5 6 7 8 9 10 11																			
12			78 41 47		0.00 0.0 0																					
13			82 44 53		0.00																					
14			82 51 54																							
15			82 54 62																							
16			80 82 63																							
17			75 60 62		0.39																					
18			89 55 55		0.00													XX								
19			74 52 52		T 0.0 0													XX								
20			75 50 64		0.15 0.0 0													X						thunder boomers		
21			76 47 48		0.00 0.0 0		1 2 3 4 5 6 7 8 9 10 11 1 2 3 4 5 6 7 8 9 10 11											XX								
22			77 45 45		0.00 0.0 0																					
23			78 45 60		0.05 0.0 0																					
24			83 40 41		0.18																					
25			69 41 59		0.00																					
26			74 59 64		0.05 0.0 0																					
27			67 49 49		1.35 0.0 0																					
28			64 37 37		0.00 0.0 0																					
29			69 38 50																							
30			56 35 35		0.86																					
31																										
Σ			73.8 47.4		SUM 3.83		CHECK BAR (for wire weight) NORMAL CHECK BAR											XX			XX			XX		
CONDITION OF RIVER AT GAGE			READING			DATE			OBSERVER						SUPERVISING OFFICE			STATION INDEX NO.								
A. Obstructed by rough ice			E. Ice gage below gage						Dana Harris						WFO Buffalo			30-8072-1								
B. Frozen, but open at gage			F. Snow ice																							
C. Upper surface smooth ice			G. Floating ice																							
D. Ice gage above gage			H. Pool stage																							

STATION (Climatological) wellsville		(River Station, if different)		MONTH OCT	YEAR 2005	WS FORM B-91 (12-83)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE													
STATE NY		COUNTY allegany		RIVER																	
TIME (local) OF OBSERVATION		TEMPERATURE 0600		PRECIPITATION 0600		STANDARD TIME IN USE E															
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO		FLOOD STAGE		NORMAL POOL STAGE															
TEMPERATURE			PRECIPITATION						WEATHER (Calendar Day)		RIVER STAGE										
24 HRS ENDING AT OBSERVATION			24 HR AMOUNTS AT OBS		Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved						Mark X for all types occurring each day		REMARKS (SPECIAL OBSERVATIONS, ETC.)								
MAX	MIN	AT OBSN	inch water (precip. and S. S. precipitation)	Draw ice gauge, but do not ground (I)	A.M.		NOON		P.M.		Fog	Ice Pellets			Glaze	Thunder	Hail	Damaging Winds	Time of occurrence if different from above	Condition	Gage reading at AM
1	62	35	36	0.00																	
2	73	35	43	0.00																	
3	78	42	47	0.00	0.0	0															
4	79	48	49	0.00	0.0	0															
5	77	48	48	0.00	0.0	0															
6	78	48	50	0.00	0.0	0															
7	74	49	66	0.10	0.0	0															
8	66	44	44	1.80																	
9	45	43	43	0.01	0.0	0															
10	48	43	46	0.00	0.0	0															
11	58	43	51	0.00	0.0	0															
12	56	51	52	T	0.0	0															
13	59	50	50	0.01																	
14	58	50	50	0.01																	
15	60	47	47	0.00	0.0	0															
16	61	46	48	0.01	0.0	0															
17	53	44	45	0.00																	
18	57	42	51	0.02																	
19	60	33	33	0.00	0.0	0															
20	69	33	34	0.00																	
21	53	31	31	0.00	0.0	0															
22	53	30	35	1.19																	
23	44	31	31	1.10	0.0	000															
24	45	31	32	0.00	0.0	0															
25	37	31	36	0.93	0.0	0															
26	40	31	37	0.65	0.0	0															
27	44	30	31	0.04																	
28	39	25	26																		
29	44	26	34	0.00																	
30	49	28	28	0.00																	
31	58	27	28	0.00	0.0	0															
32	57.2	38.5	SUM	5.87																	
CONDITION OF RIVER AT GAGE		READINGS		DATE		Fog		Ice Pel		Glaze		Thund		Hail		Dam Winds					
A. Obstructed by rough ice		E. Ice gorge below gage																			
B. Frozen, but open at gage		F. Stone ice																			
C. Upper surface smooth ice		G. Floating ice																			
D. Ice gorge above gage		H. Pool stage																			
OBSERVER Dana Harris						SUPERVISING OFFICE WFO Buffalo						STATION INDEX NO. 30-9072-1									

STATION (Climatological) wellsville			(River Station, if different)			MONTH DEC		YEAR 2005		WS FORM B-91 (12-83)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE															
STATE NY			COUNTY allegany			RIVER						RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS															
TIME (local) OF OBSERVATION			TEMPERATURE 0600		PRECIPITATION 0600		STANDARD TIME IN USE E																				
TYPE OR RIVER GAGE			ELEVATION OF GAGE ZERO		FLOOD STAGE			NORMAL POOL STAGE			REMARKS (SPECIAL OBSERVATIONS, ETC.)																
TEMPERATURE			PRECIPITATION			WEATHER (Calendar Day)								RIVER STAGE													
						Mark X for all types occurring each day								Gage reading at													
24 HRS ENDING AT OBSERVATION			24 HR AMOUNTS			Draw a straight line (---) through hours precipitation was observed and a wavy line (~~~~) through hours precipitation probably occurred unobserved								AM		Tendency											
MAX	MIN	AT OBSN	Rain, melted snow, etc. (inches)	Snow (inches)	Ice pellets (inches)	A.M.			NOON			P.M.			Fog		Ice Pellets	Glaze	Thunder	Hail	Damaging Winds	Time of Occurrence if different from above	Condition				
1	36	29	30	0.00																							
2	31	27	27	0.10	2.0	2																					
3	31	21	21	0.50	0.5	2																					
4	31	20	20	0.30	1.0	2																					
5	28	20	24	0.30		1																					
6	28	22	22	0.00	0.0	1																					
7	25	14	18																								
8	25	2	2	0.13	1.0	1																					
9	25	1	24	0.15	3.0	3																					
10	26	1	21	0.03	0.5	4																					
11	29	18	26	0.00	0.0	4																					
12	30	19	19	0.04	0.5	4																					
13	22	-04	-03	0.00	0.0	4																					
14	18	-7	-7	0.00	0.0	4																					
15	18	-8	14	0.00	0.0	4																					
16	29	14	28	0.36	3.0	7																					
17	34	23	24	0.01	0.1	6																					
18	29	4	4	0.00	0.0	6																					
19	27	3	18	T	0.5	6																					
20	28	3	8	0.00	0.0	6																					
21	20	7	16	0.00		6																					
22	23	15	21	0.01	0.1	6																					
23	31	21	27			5																					
24	42	27	37	0.00	0.0	4																					
25	47	23	24	0.00	0.0	3																					
26	41	22	34	0.15	0.0	2																					
27	35	28	30	0.02	1.0	3																					
28	32	28	31			3																					
29	43	31	33			2																					
30	37	29	29			1																					
31	30	26	27	0.00		1																					
Σ			30.0	15.5	SUM	2.10	13.2	CHECK BAR (for wire weight) NORMAL CHECK BAR						Fog	Ice Pellets	Glaze	Thunder	Hail	Damg Winds	X X X X X							
CONDITION OF RIVER AT GAGE						READING			DATE			OBSERVER Dana Harris															
A. Obstructed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage												SUPERVISOR'S OFFICE WFO Buffalo						STATION INDEX NO. 30-9072-1									
E. Ice gorge below gage F. Shove ice G. Floating ice H. Pool stage																											

STATION (Climatological) wellsville		(River Station, if different)		MONTH JAN	YEAR 2006	WS FORM 8-81 (12-93) U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS
STATE NY	COUNTY allegany	RIVER				
TIME (local) OF OBSERVATION	TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E			
TYPE OR RIVER GAGE	ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE			

24 HRS ENDING AT OBSERVATION	TEMPERATURE			PRECIPITATION		WEATHER (Calendar Day)							RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)					
	MAX	MIN	AT OBSN	24 HR AMOUNTS	AT GAG	Mark X for all types occurring each day							Condition	Gage reading at AM		Tendency				
				Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved		A.M.			NOON			P.M.								
1	32	25	32	0.01	0.1	1														
2	35	31	33	0.11	0.0	T														
3	37	29	33	0.53	0.0	0														
4	37	33	34	0.00		0														
5	40	34	37	0.17																
6	37	24	24	0.24	0.1	1														
7	25	16	18	0.02	1.0	1														
8	29	18	29	0.04	1.0	2														
9	42	28	41	0.00		2														
10	48	31	32																	
11	39	28	38				1	2	3	4	5	6	7	8	9	10	11			
12	51	28	34	0.28																
13	51	28	30																	
14	58	29	40	1.39																
15	42	13	13	1.00	0.1	1														
16	17	7	8			T														
17	25	7	18																	
18	39	18	39	0.46																
19	45	21	22																	
20	48	21	47																	
21	53	43	51	0.00			1	2	3	4	5	6	7	8	9	10	11			
22	52	21	21	0.02																
23	36	18	31	0.11		T														
24	36	18	17																	
25	39	16	29	0.08	2.0	2														
26	39	14	14	0.00		1														
27	22	2	2			1														
28	40	2	40	0.00																
29	50	2	32	0.00	0.0	0														
30	47	30	42	0.29																
31	50	32	35	0.00	0.0	0														
32	40.0	21.5	SUM	4.75	4.3		CHECK BAR (for wire weight) NORMAL CHECK BAR													

CONDITION OF RIVER AT GAGE	READING	DATE	Fog	Ice Pellets	Glaze	Thunder	Hail	Chasing Winds	Time of occurrence if different from above	
A. obstructed by rough ice B. frozen, but open at pipe C. upper surface smooth ice D. ice gage above gage E. ice gorge below gage F. store ice G. floating ice H. Pool stage										
OBSERVER Dana Harris			SUPERVISING OFFICE WFO Buffalo						STATION INDEX NO. 30-8072-1	

STATION (Climatological) Wellsville		(River Station, if different)		MONTH FEB	YEAR 2006	WS FORM B-91 (12-93)		U. S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																					
STATE NY		COUNTY allegany		RIVER				RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																					
TIME (local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E																									
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE																									
TEMPERATURE		PRECIPITATION				WEATHER (Calendar Day)				RIVER STAGE																			
24 HRS ENDING AT OBSERVATION		24 HR AMOUNTS		AT OB				Mark X for all types occurring each day				REMARKS (SPECIAL OBSERVATIONS, ETC.)																	
MAX MIN		Rain (inches) (1/10ths)	Snow (inches) (1/10ths)	Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved				Fog	Ice Pellets	Glaze	Thunder		Hail	Damaging Winds	Type or occurrence if different from above	Condition	Gage reading at AM	Tendency											
AT OBSN				A.M. NOON P.M.																									
1 2 3 4 5 6 7 8 9 10 11		1 2 3 4 5 6 7 8 9 10 11																											
1	36 28 28	0.00																											
2	33 27 29																												
3	51 27 37	0.28																											
4	44 33 33	0.03	0.0	0																									
5	42 31 35	0.58	0.0	0																									
6	35 21 21	0.65	3.0	3																									
7	28 20 24	T	T	3																									
8	30 19 20	0.04	1.0	2																									
9	25 10 10			2																									
10	25 10 19	0.03	1.0	2																									
11	29 19 22	0.01			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11																							
12	29 18 18	0.01	0.1	1																									
13	29 06 17	0.04	1.0	1																									
14	29 17 24	T	T	1																									
15	39 24 39			T																									
16	50 29 31																												
17	57 29 37	0.13																											
18	37 18 18	T	T	T																									
19	18 2 3	0.04	0.3	T																									
20	18 2 10	0.00	0.0	T																									
21	27 8 21	0.00	0.0	0	1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11																							
22	30 11 14	0.00	0.0	0																									
23	44 14 22																												
24	39 19 19	0.12	2.0	2																									
25	25 17 21	0.01																											
26	43 14 14	.15	1.5	3																									
27	16 10 11	0.10	T	1																									
28	23 10 10			1																									
29																													
30																													
31																													
Σ 33.3 17.6 SUM		2.20	9.9		CHECK BAR (for wire weight) NORMAL CHECK BAR																								
CONDITION OF RIVER AT GAGE		READING		DATE		Fog				Ice Pellets				Glaze				Thunder				Hail				Damaging Winds			
A. Obstructed by rough ice		E. Ice gorge below gage				OBSERVER				Dana Harris				SUPERVISING OFFICE				WFO Buffalo				STATION INDEX NO.				30-9072-1			
B. Frozen, but open at gage		F. Shove ice																											
C. Upper surface smooth ice		G. Floating ice																											
D. Ice gorge above gage		H. Pool stage																											

STATION (Climatological) wellsville		(River Station, if different)		MONTH MAR	YEAR 2006	WB FORM B-91 (12-83)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																		
STATE NY			COUNTY allegany		RIVER					RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																
TIME (local) OF OBSERVATION			TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E																					
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO		FLOOD STAGE			NORMAL POOL STAGE																			
TEMPERATURE		PRECIPITATION			WEATHER (Calendar Day)						RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS ETC.)													
24 HRS ENDING AT OBSERVATION		24 HR AMOUNTS			Mark X for all types occurring each day						Gage reading at — AM	Tendency														
MAX	MIN	AT OBSN	Rain, melted snow, etc. (inches)	Snow ice pellets (on and below)	Drawn ice pellets (ground in)	Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved																				
					A.M.		NOON		P.M.		Fog	Ice Pellets		Glaze	Thunder	Hail	Damaging Winds	Time of occurrence if different from above	Condition							
1	23	7	20	0.00	0.0	1																				
2	32	6	21	0.01																						
3	32	9	14	0.58	5.0	5																				
4	21	14	20	0.00	0.0	4																				
5	31	13	13	0.00	0.0	4																				
6	36	10	12			3																				
7	34	9	10			3																				
8	33	10	11			2																				
9	43	10	37	0.10																						
10	54	36	43	0.20																						
11	55	36	39	0.01																						
12	57	37	44	0.00	0.0	0																				
13	58	44	48	0.18																						
14	62	37	37	0.70																						
15	39	24	24	0.07	2.0	2																				
16	33	21	25																							
17	37	21	21																							
18	33	17	18																							
19	30	18	23	0.03	0.2	1																				
20	31	22	23	0.04	0.5	1																				
21	31	9	9																							
22	32	9	23	T	T	T																				
23	32	23	27	0.00	0.0	0																				
24	36	27	28	0.00	0.0	0																				
25	35	27	29																							
26	36	23	25	0.00	0.0	0																				
27	41	18	18																							
28	49	18	26																							
29	51	26	29																							
30	58	26	27																							
31	64	26	33																							
40.0		20.4	SUM	1.92	7.7		CHECK BAR (for wire weight) NORMAL CHECK BAR											Fog	Ice Pel	Glaze	Thund	Hail	Dam Winds			
CONDITION OF RIVER AT GAGE				READING			DATE			OBSERVER Dana Harris																
SUPERVISING OFFICE WFO Buffalo				STATION INDEX NO. 30-9072-1			A. Destroyed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage E. Ice gorge below gage F. Shore ice G. Floating ice H. Pool stage																			

STATION (Climatological) Wellsville		(River Station, if different)		MONTH APR	YEAR 2006	WS FORM B-91 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																	
STATE NY		COUNTY Allegany		RIVER		RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																			
TIME (local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E																					
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE																					
TEMPERATURE			PRECIPITATION					WEATHER (Calendar Day)			RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)												
24 HRS ENDING AT OBSERVATION		24 HR AMOUNTS		AT OB					Mark X for all types occurring each day			Gage reading at AM		Tendency											
MAX	MIN	AT OBSN	Snow, ice pellets (in and below)	Snow, ice pellets (on ground (C))	Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved					Fog	Ice Pellets				Glaze	Thunder	Hail	Damaging Winds	Other or unclassified if different from above	Condition					
1	75	33	58	0.23	0.0	0																			
2	59	36	36	0.03	0.0	0																			
3	58	36	48																						
4	65	31	31	0.80																					
5	41	24	24	0.01	1.0	1																			
6	38	24	33	T	T	T																			
7	49	24	31																						
8	55	29	29	0.01	0.0	0																			
9	67	20	20	0.00	0.0	0.01																			
10	48	19	23																						
11	58	19	30																						
12	71	29	41																						
13	71	41	50	0.53																					
14	68	41	42	0.10																					
15	72	42	48	0.75																					
16	62	39	39	0.00	0.0	0																			
17	59	27	27																						
18	62	27	27																						
19	60	27	27																						
20	67	27	30																						
21	75	30	40	0.00	0.0	0																			
22	75	30	44	0.66																					
23	47	43	43	0.50	0.0	0																			
24	60	43	45	0.50																					
25	54	36	37	T																					
26	48	21	21																						
27	57	21	31																						
28	59	21	24																						
29	57	24	26	0.00																					
30	63	24	30	0.00																					
31																									
32	59.9	29.6	SUM	4.12	1.0		CHECK BAR (for wire weight) NORMAL CHECK BAR																		
CONDITION OF RIVER AT GAGE				READING		DATE		Fog			Ice Pellets			Glaze			Thunder			Hail			Damaging Winds		
A. Obstructed by rough ice																									
B. Frozen, but open at gage																									
C. Upper surface smooth ice																									
D. Ice gorge above gage																									
E. Ice gorge below gage																									
F. Shere ice																									
G. Floating ice																									
H. Pool stage																									
							OBSERVER			Dana Harris			SUPERVISING OFFICE			WFO Buffalo			STATION INDEX NO.			30-8072-1			

STATION (Climatological) wellsville		(River Station, if different)		MONTH JUL	YEAR 2006	WS FORM B-81 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																			
STATE NY		COUNTY allegany		RIVER				RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																			
TIME (local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E																							
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE																							
TEMPERATURE			PRECIPITATION		WEATHER (Calendar Day)					RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)															
24 HRS ENDING AT OBSERVATION		AT OBSN	24 HR AMOUNTS	AT OBS	Mark X for all types occurring each day					Gage reading at	Tendency																
MAX	MIN		Rain, melted (in and fractions)	Snow ice pellets (in and fractions)	Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved					AM																	
					A.M.			NOON			P.M.																
1	75	48	48	0.08																							
2	80	48	73	0.00																							
3	79	59	60	0.07																							
4	82	60	65	0.00																							
5	78	56	58	0.23																							
6	74	48	51																								
7	75	46	47																								
8	75	47	50	0.00																							
9	77	49	57	0.00																							
10	78	55	56	0.00																							
11	77	55	57	0.25																							
12	83	56	67	0.18															thunder, lightning								
13	76	65	65	0.73															thunder								
14	81	57	57	0.00															thunder & lightning								
15	85	56	61																								
16	81	59	59	0.06																							
17	88	59	64	0.00																							
18	89	64	69	0.00																							
19	82	54	54																								
20	83	54	59																								
21	84	59	67																								
22	83	67	67	0.74																							
23	67	60	60	1.50															thunder								
24	76	51	52	0.00																							
25	80	51	57	0.00																							
26	83	57	63	0.08																							
27	84	62	67	0.03																							
28	83	67	68	0.75															thunder / lightning								
29	79	59	59	0.81																							
30	84	59	63	0.01																							
31	83	63	64	0.00																							
32	80.1	56.5	SUM	5.52	0	CHECK BAR (for wire weight) NORMAL CHECK BAR																					
CONDITION OF RIVER AT GAGE			READING		DATE		Fog					Ice Pellets		Glaze		Thunder		Hail		Dam. Winds		Condition		Gage reading at		Tendency	
A. obstructed by rough ice			E. ice gorge below gage																								
B. frozen, but open at gage			F. shore ice																								
C. upper surface smooth ice			G. floating ice																								
D. ice gorge above gage			H. pool stage																								
							OBSERVER					SUPERVISING OFFICE					STATION INDEX NO.										
							Dana Harris					WFO Buffalo					30-8072-1										

STATION (Climatological) wellsville		(River Station, if different)		MONTH SEP	YEAR 2006	WS FORM B-91 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE														
STATE NY		COUNTY allegany		RIVER																		
TIME (local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E																		
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE																		
TEMPERATURE		PRECIPITATION				WEATHER (Calendar Day)				RIVER STAGE												
24 HRS ENDING AT OBSERVATION		24 HR AMOUNTS		AT OBS		Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved				Mark X for all types occurring each day		REMARKS (SPECIAL OBSERVATIONS, ETC.)										
MAX MIN		RAIN (inches)	SNOW (inches)	SNOW ON GROUND (in)	A.M.		NOON		P.M.		Fog		Ice Pellets	Glaze	Thunder	Hail	Damaging Winds	TIME OF OCCURRENCE if different from above	Condensation	Gage reading at AM	Tendency	
					1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11															
1	67 46 48	0.58																				
2	67 46 51	0.13																				
3	55 50 54	1.70																				0500
4	63 54 54	0.11																				
5	69 53 55	0.00																				
6	65 52 53	0.02																				
7	70 50 50	0.10																				
8	70 49 51	0.00																				
9	76 49 50																					
10	77 49 53																					
11	58 45 45	0.00																				
12	62 43 53	0.00																				
13	58 52 54	0.40																				
14	62 53 56	0.12																				
15	68 56 56	0.06																				
16	68 56 60	0.00																				
17	69 52 52	0.00																				
18	75 50 50	0.00																				
19	77 50 62	0.04																				
20	69 49 50	0.00																				
21	59 37 38	0.10																				
22	60 37 37	0.00																				
23	63 35 38	0.07																				
24	67 38 63	0.08																				
25	68 49 49	0.21																				
26	62 45 45																					
27	61 38 43																					
28	68 38 40	0.00																				
29	55 41 41	0.85																				
30	54 32 32	0.00																				
31																						
32	65.4 46.5	SUM	4.55	0	CHECK BAR (for wire weight) NORMAL CHECK BAR																	
CONDITION OF RIVER AT GAGE		READING		DATE		Fog		Ice Pellets		Glaze		Thunder		Hail		Dam Winds						
A. Obstructed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage		E. Ice gorge below gage F. Shore ice G. Floating ice H. Pool stage				OBSERVER Dana Harris		SUPERVISING OFFICE WFO Buffalo		STATION INDEX NO. 30-9072-1												

STATION (Climatological) wellsville		(River Station, if different)		MONTH OCT	YEAR 2006	WS FORM B-91 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE											
STATE NY		COUNTY allegany		RIVER		RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS													
TIME (local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E															
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE															
TEMPERATURE		PRECIPITATION		WEATHER (Calendar Day)				RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)									
											24 HRS ENDING AT OBSERVATION		AT		Gage reading at		Tendency		
MAX	MIN	OBSN	24 HR AMOUNTS	AT OB	Draw a straight line (---) through hours precipitation was observed and a wavy line (----) through hours precipitation probably unobserved				Mark X for all types occurring each day		Condition	Tendency							
			1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11					Fog	Ice Pellets			Glaze	Thunder	Hail	Damaging Winds	Temperature different from above		
1	54	32	49	0.31															
2	59	37	37																
3	67	37	47																
4	65	47	54	0.10															
5	68	44	44	0.73															
6	52	32	33	0.00															
7	56	31	34																
8	62	34	37	0.00															
9	74	36	46	0.00															
10	74	38	39	0.00															
11	67	39	60	0.00															
12	62	48	48	0.28															
13	62	31	31																
14	47	31	36	0.00															
15	45	32	33	0.10	0.0	0													
16	50	26	26	0.00															
17	57	25	46	0.02															
18	58	45	52	0.63															
19	55	50	51	0.00															
20	68	43	43	0.80															
21	43	32	35	0.79															
22	45	32	35																
23	54	35	36	0.13															
24	41	32	32	0.08	0.1	T													
25	41	32	35	0.02															
26	44	33	33																
27	42	24	27	0.00															
28	43	24	43	0.60															
29	46	32	32	0.72	T	T													
30	41	29	29	0.00															
31	58	28	46	0.00															
32	54.8	34.5	SUM	5.31	0.1	X	CHECK BAR (for wire weight) NORMAL CHECK BAR												
CONDITION OF RIVER AT GAGE:		READING		DATE		Fog		Ice Pellets		Glaze		Thunder		Hail		Damaging Winds			
A. Obscured by rough ice		F. Ice gage below gage				OBSERVER													
B. Frozen, but open at gage		F. Shore ice				Dana Harris													
C. Upper surface smooth ice		G. Floating ice				SUPERVISING OFFICE		WFO Buffalo											
D. Ice gage above gage		H. Pool stage				STATION INDEX NO.		30-9072-1											

STATION (Climatological) Wellsville		(River Station, if different)		MONTH NOV	YEAR 2006	WS FORM B-91 (12-93)	U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE												
STATE NY		COUNTY allegany		RIVER				RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS											
TIME (Local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E															
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE															
TEMPERATURE			PRECIPITATION				WEATHER (Calendar Day)			RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)							
24 HRS ENDING AT OBSERVATION		AT	24 HR AMOUNTS	AT OB				Mark X for all types occurring each day			Condition		Gage reading at	Tendency					
MAX	MIN	OBSN	Rain, melted snow, etc. (in and out of precipitation)	Snow, ice pellets, hail, ice on ground (in)	Draw a straight line (---) through hours precipitation was observed and a wavy line (----) through hours precipitation probably occurred unobserved				Fog	Ice Pellets	Glaze		Thunder	Hail	Damaging Winds	Timing or occurrence if different from above	AM		
					A.M. NOON P.M.														
1	67	28	34	0.00															
2	52	32	32	0.00															
3	40	24	25	0.05	1.0	1													
4	34	24	26	0.01															
5	38	26	30	0.00															
6	48	26	27	0.00															
7	58	27	43	0.00															
8	50	42	46	0.12															
9	57	45	47																
10	63	39	40																
11	64	38	50	0.00															
12	57	35	35	0.40															
13	36	34	36	0.02															
14	45	36	42	0.00															
15	47	35	35	0.01															
16	54	34	54	0.15															
17	59	46	46	1.40															
18	46	34	36																
19	46	34	34																
20	36	30	30	0.00															
21	32	21	22	0.00															
22	38	17	17	0.00															
23	45	16	18																
24	50	16	19																
25	51	19	24	0.00															
26	60	23	28	0.00															
27	63	23	33	0.00															
28	59	33	37	0.00															
29	57	36	45	0.00															
30	60	43	53	0.00															
31																			
Σ	50.3	30.5	SUM	2.16	1.0		CHECK BAR (for wte weight) NORMAL CHECK BAR												
CONDITION OF RIVER AT GAGE		READING		DATE		Fog		Ice Pel		Glaze		Thund		Hail		Dam Winds			
A. Obstructed by rough ice		E. Ice gorge below gage																	
B. Frozen, but open at gage		F. Shore ice																	
C. Upper surface smooth ice		G. Floating ice																	
D. Ice gorge above gage		H. Pool stage																	
OBSERVER Dana Harris						SUPERVISING OFFICE WFO Buffalo						STATION INDEX NO. 30-9072-1							

STATION (Climatological) Wellsville		(River Station, if different)		MONTH DEC	YEAR 2006	WS FORM B-91 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																				
STATE NY		COUNTY allegany		RIVER				RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																				
TIME (local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E																								
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE		NORMAL POOL STAGE																							
TEMPERATURE			PRECIPITATION						WEATHER (Calendar Day)			RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)														
24 HRS ENDING AT OBSERVATION			24 HR AMOUNTS		AT OB				Mark X for all types occurring each day			Gage reading at AM																
MAX	MIN	AT OBSN	Rain, melted snow, etc. (in and in (tenths))	Snow, ice pellets, hail, ice on ground (in)	Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved																							
			Draw ice pellets (in and tenths)	Snow, ice pellets, hail, ice on ground (in)	A.M.			NOON			P.M.			Fog	Ice Pellets	Glaze	Thunder	Hail	Damaging Winds	TYPE of occurrence if different from above	Condition	Tendency						
1	64	42	42	0.35																								
2	62	31	31	0.41																								
3	62	23	24																									
4	38	21	21	0.09	2.0	2																						
5	25	19	20	0.05	1.0	2																						
6	27	15	28	0.00	0.0	1																						
7	44	25	29																									
8	44	6	6	0.15	1.0	1																						
9	24	6	18	0.00	0.0	1																						
10	34	17	31	0.00	0.0	T																						
11	46	30	40	0.00		T	1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11
12	43	34	35	0.03	0.0	0																						
13	53	34	41	0.10	0.0	0																						
14	51	30	30	0.00	0.0	0																						
15	53	29	47	0.00	0.0	0																						
16	51	34	36																									
17	41	29	29																									
18	55	29	42	0.03	0.0	0																						
19	44	29	29	0.00	0.0	0																						
20	35	21	26	0.00	0.0	0																						
21	44	24	38				1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11
22	46	24	36	0.17																								
23	45	36	45	0.21																								
24	46	36	36	T																								
25	41	24	24	0.00																								
26	44	23	32	0.64																								
27	35	27	27	0.15	1.0	1																						
28	33	27	32	0.00		0																						
29	38	28	28	0.00																								
30	37	27	29																									
31	41	28	28																									
32	43.5	26.1	SUM	2.38	5.0	X	CHECK BAR (for wire weight) NORMAL CHECK BAR											Fog	Ice Pel	Glaze	Thund	Hail	Dam Winds					
CONDITION OF RIVER AT GAGE			READING			DATE			OBSERVER Dana Harris																			
A. Destructed by rough ice			E. Ice gorge below gage						SUPERVISING OFFICE WFO Buffalo																			
B. Frozen, but open at gage			F. Shore ice						STATION INDEX NO. 30-9072-1																			
C. Upper surface smooth ice			G. Floating ice																									
D. Ice gorge above gage			H. Pool stage																									

STATION (Climatological) wellsville.		(River Station, if different)		MONTH JAN	YEAR 2007	WS FORM B-91 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																						
STATE NY		COUNTY allegany		RIVER				RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																						
TIME (local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0800	STANDARD TIME IN USE E																										
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE																										
TEMPERATURE			PRECIPITATION				WEATHER (Calendar Day)				RIVER STAGE																			
24 HRS ENDING AT OBSERVATION		AT OBSN	24 HR AMOUNTS		AT OB		Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved				Mark X for all types occurring each day		REMARKS (SPECIAL OBSERVATIONS, ETC.)																	
MAX	MIN		Rain, melted snow, etc. (in and fractions)	Snow/ice pellets (in and fractions)	Storm ice pellets (in and fractions)	A.M.		NOON		P.M.		Fog		Ice Pellets	Glaze	Thunder	Hail	Chasing Winds	Time of occurrence if different from above	Condition	Gage reading at <u> </u> AM	Tendency								
1	44	28	43	0.11	0.0																									
2	51	29	29	0.04																										
3	37	24	29	0.00																										
4	48	27	32																											
5	53	27	50	0.10																										
6	58	50	58	1.02	0.0																									
7	59	29	29	0.12																										
8	43	29	43	0.23	0.0	0																								
9	44	22	22	0.17	1.0	1																								
10	33	19	18	0.05	1.0	2																								
11	24	7	10	0.02	T	2	1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11		
12	38	10	37	0.05	T	T																								
13	50	36	38	0.28																										
14	37	33	33	0.65	0.0	0																								
15	37	30	32	0.85	0.0	0																								
16	55	24	24	0.44	T	T																								
17	24	11	14		T	T	T																							
18	25	13	19																											
19	33	19	20	0.15	1.0	1																								
20	29	17	17	0.17	4.0	4																								
21	19	-1	-1	0.00	0.0	2	1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11		
22	21	-1	21	T	T	2																								
23	27	21	22	0.04	0.5	3																								
24	31	22	25	0.04	1.0	3																								
25	30	14	14	0.02	1.0	3																								
26	33	-7	-7	T	T	2																								
27	26	-7	4	0.07	0.5	2																								
28	36	4	26	0.00	0.0	2																								
29	36	9	9	0.04	2.5	4																								
30	19	4	6	0.00	0.0	4																								
31	23	6	9	0.04	1.0	5																								
F	35.2	17.7	SUM	4.80	13.5	X	CHECK BAR (for wire weight) NORMAL CHECK BAR											Fog	Ice Pel	Glaze	Thund	Hail	Chas Winds	X	X	X				
CONDITION OF RIVER AT GAGE			READING		DATE		OBSERVER				SUPERVISING OFFICE				STATION INDEX NO.															
A. Obstructed by rough ice			E. Ice gorge below gage				Dana Harris				WFO Buffalo				30-9072-1															
B. Frozen, but open at gage			F. Shave ice																											
C. Upper surface smooth ice			G. Floating ice																											
D. Ice gorge above gage			H. Pool stage																											

STATION (Climatological) wellsville		(River Station, if different)		MONTH MAR	YEAR 2007	WS FORM B-91 (12-83)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																					
STATE NY		COUNTY allegany		RIVER				RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																					
TIME (local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E																									
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE		NORMAL POOL STAGE																								
TEMPERATURE		PRECIPITATION		WEATHER (Calendar Day)				RIVER STAGE																					
24 HRS ENDING AT OBSERVATION		24 HR AMOUNTS AT OB		Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved				Mark X for all types occurring each day					Timing or occurrence if different from above																
MAX	MIN	AT OBSN	Rain, melted snow, etc. (inches and hundredths)	Snow on ground (inches)	Ice pellets (inches)	A.M.		NOON		P.M.		Fog	Ice Pellets	Glaze	Thunder	Hail	Damaging Winds	Condition	Gage reading	Tendency	REMARKS (SPECIAL OBSERVATIONS, ETC.)								
1	32	26	26	0.02	0.1	3																							
2	40	26	40	0.04	T	3																							
3	46	22	22	T	T	3																							
4	39	22	23	T	T	3																							
5	26	21	22	0.03	1.5	5	—	—	—	—	—																		
6	28	-3	-3	0.04	2.0	4	—	—	—	—	—																		
7	10	-4	4	0.02	1.0	5	—	—	—	—	—																		
8	19	-2	-2	0.00	0.0	5																							
9	22	-2	3	0.00	0.0	5																							
10	41	2	34																										
11	49	25	25	T	0.0	2	1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11	
12	49	17	17	0.00	0.0	T																							
13	49	17	17	0.00	0.0	4																							
14	51	17	38	0.00	0.0	T																							
15	66	35	37	0.00	0.0	T																							
16	55	32	32	1.60			—	—	—	—	—																		
17	35	17	17	0.14			—	—	—	—	—																		
18	22	16	16	0.52	5.5	6																							
19	25	16	19	0.01	1.0	5																							
20	29	8	9	T	2.0	4																							
21	37	8	32	1.00	1.0	3	1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11	
22	33	12	13	0.00	0.0	3																							
23	43	12	39	0.00	0.0	2																							
24	65	32	32	0.23	T																								
25	52	30	30	0.00	0.0	0																							
26	60	36	48	0.00																									
27	75	45	52	T			—	—	—	—	—																		
28	73	42	43	0.00	0.0	0																							
29	50	18	18																										
30	51	18	20																										
31	60	21	35																										
SUM	43.0	18.8	SUM	3.65	14.1	X	CHECK BAR (for wire weight) NORMAL CHECK BAR											Fog	Ice Pel	Glaze	Thund	Hail	Dam Winds	X	X	X			
CONDITION OF RIVER AT GAGE		READING		DATE		OBSERVER Dana Harris											SUPERVISING OFFICE WFO Buffalo		STATION INDEX NO. 30-9072-1										
A. Obstructed by rough ice		E. Ice gorge below gage																											
B. Frozen, but open at gage		F. Shove ice																											
C. Upper surface smooth ice		G. Floating ice																											
D. Ice gorge above gage		H. Pond stage																											

STATION (Climatological) wellsville		(River Station, if different)		MONTH JUN	YEAR 2007	WS FORM B-91 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																
STATE NY		COUNTY allegany		RIVER				RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																
TIME (local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E																				
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE																				
TEMPERATURE		24 HR AMOUNTS		AT OB		PRECIPITATION											WEATHER (Calendar Day)					RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)
						Draw a straight line (---) through hours precipitation was observed and a wavy line (----) through hours precipitation probably occurred unobserved A.M. NOON P.M.											Mark X for all types occurring each day Fog Ice Pellets Glaze Thunder Hail Damaging Winds (if different from above)					Condition Gage-reading at AM Tendency		
24 HRS ENDING AT OBSERVATION		AT		AT OB																				
MAX	MIN	OBVN	(Rain, sleet or snow in inches)	(Snow ice pellets in and tenths)	(Snow ice pellets melted on gauge in)																			
1	87	53	55	0.00																				
2	83	55	59																					
3	87	55	59																					
4	89	55	59	0.85																				
5	72	57	59	0.18																				
6	67	39	39	0.12																				
7	63	39	39																					
8	80	39	59																					
9	87	55	55	0.23																				
10	71	44	44	0.00																				
11	75	44	44	0.00																				
12	76	44	50	0.00																				
13	83	50	52	0.00																				
14	82	52	57	0.00																				
15	75	46	47	0.00																				
16	76	47	47	0.00																				
17	80	47	52	0.00																				
18	84	47	52	0.00																				
19	86	52	59	0.00																				
20	87	54	54	0.78																				
21	71	45	45	0.00																				
22	77	45	52	0.00																				
23	67	39	39																					
24	69	39	44	0.00																				
25	81	44	50	0.00																				
26	85	50	57	0.00																				
27	90	57	64	0.00																				
28	90	64	64	0.20																				
29	78	56	56	0.22																				
30	73	43	44																					
31																								
Σ	79.0	48.5	SUM	2.58	0	CHECK BAR (for wire weight) NORMAL CHECK BAR																		
CONDITION OF RIVER AT GAGE		READING		DATE																				
A. Disturbed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage		E. Ice gorge below gage F. Shore ice G. Floating ice H. Pool stage																						
						OBSERVER Dana Harris					SUPERVISING OFFICE WFO Buffalo					STATION INDEX NO. 30-9072-1								

STATION (Climatological) wellsville		(River Station, if different)		MONTH JUL	YEAR 2007	WS FORM B-91 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE													
STATE NY		COUNTY allegany		RIVER				RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS													
TIME (Local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E																	
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE																	
TEMPERATURE		PRECIPITATION			WEATHER (Calendar Day)				RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)										
24 HRS ENDING AT OBSERVATION		24 HR AMOUNTS		AT OB		Draw a straight line (---) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved				Mark X for all types occurring each day											
MAX MIN CBSN		Rain, melted snow, etc. (in and inches)	Snow, ice pellets (in and inches)	Snow, ice pellets Nat. ice on ground (in)	A.M.		NOON		P.M.			Fog	Ice Pellets	Glaze	Thunder	Hail	Damaging Winds	Time of occurrence if different from above	Condition	Gage reading at AM	Tendency
					1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11															
1		73 44 46	0.00																		
2		65 38 38	0.00																		
3		70 38 38	0.00																		
4		77 38 55	0.01																		
5		68 54 61	0.16																		
6		80 57 57	0.46																		
7		78 51 51	0.00																		
8		81 51 53	0.00																		
9		85 53 67	0.00																		
10		92 64 64	0.00																		
11		90 63 71	0.00																		
12		90 46 46	0.41																		
13		72 46 57	0.13																		
14		73 44 44																			
15		78 44 61	0.05																		
16		78 45 46	0.00																		
17		77 46 48	0.00																		
18		79 48 63	0.62																		
19		77 62 62	0.90																		
20		77 56 57	0.46																		
21		70 45 45	0.00																	balloon rally this weekend, come on dow	
22		73 43 43	0.00																		
23		76 42 48	0.00																		
24		72 48 51	0.12																		
25		75 48 57	0.03																		
26		77 56 59	0.00																		
27		81 56 60	0.83																		
28		81 53 53																			
29		81 53 58	0.00																		
30		79 58 58	0.00																		
31		81 51 51	0.00																		
77.6 49.7		SUM	4.18	0	CHECK BAR (for wire weight) NORMAL CHECK BAR																
CONDITION OF RIVER AT GAGE		READING		DATE		Fog		Ice Pel		Glaze		Thunder		Hail		Dam Winds					
A. Obstructed by rough ice		E. Ice gorge below gage																			
B. Frozen, but open at gage		F. Shore ice																			
C. Upper surface smooth ice		G. Floating ice																			
D. Ice gorge above gage		H. Pool stage																			
						OBSERVER		Dana Harris		SUPERVISING OFFICE		WFO Buffalo		STATION INDEX NO.		30-9072-1					

STATION (Climatological) wellsville		(River Station, if different)		MONTH AUG	YEAR 2007	WS FORM B-91 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE							
STATE NY		COUNTY allegany		RIVER											
TIME (local) OF OBSERVATION		TEMPERATURE 0500	PRECIPITATION 0600	STANDARD TIME IN USE E											
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE											
TEMPERATURE		PRECIPITATION				WEATHER (Calendar Day)				RIVER STAGE					
24 HRS ENDING AT OBSERVATION		24 HR AMOUNTS		AT OB		Draw a straight line (---) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved				Mark X for all types occurring each day		REMARKS (SPECIAL OBSERVATIONS, ETC.)			
MAX MIN OBSN		From gage (in and tenths)		Snow ice pellets (in and tenths)		A.M.		NOON		P.M.			Fog Ice Pellets Glaze Thunder Hail Damaging Winds Time of occurrence if different from above		
		Snow ice pellets (in and tenths)		Snow ice pellets (in and tenths)		1 2 3 4 5 6 7 8 9 10 11		1 2 3 4 5 6 7 8 9 10 11		1 2 3 4 5 6 7 8 9 10 11					
Condition		Gage reading at AM		Tendency											
1	84	51	58	0.00											
2	87	57	58	0.00											
3	90	57	57												
4	84	57	57	0.00											
5	84	48	48	0.00											
6	82	47	67	0.08											
7	86	63	64	0.00											
8	78	63	71	0.67											
9	87	59	59	0.00											
10	79	59	63	0.63											
11	77	56	56												
12	80	52	53												
13	82	52	59	0.06											
14	82	46	46	0.00											
15	75	46	57	0.00											
16	77	45	57												
17	86	55	57												
18	78	43	43	0.20											
19	69	43	51	0.00											
20	65	51	54	0.01											
21	58	54	54	1.02											
22	58	54	56	0.08											
23	71	56	64	0.00											
24	84	64	68	0.24											
25	87	67	68	0.00											
26	89	60	60	0.38											
27	73	53	53	0.01											
28	77	49	49	0.00											
29	81	49	57	0.00											
30	85	57	61	0.00											
31	76	55	56												
32	79.1	53.8	SUM	3.38	0										
CONDITION OF RIVER AT GAGE		READING		DATE		CHECK BAR (for wire weight) NORMAL CHECK BAR						Fog Ice Pel Glaze Thund Hail Dam Winds			
A. Obstructed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gage above gage		E. Ice gorge below gage F. Shore ice G. Floating ice H. Pool stage				OBSERVER Dana Harris						SUPERVISING OFFICE WFO Buffalo		STATION INDEX NO. 30-9072-1	

STATION (Climatological) wellsville		(River Station, if different)		MONTH SEP	YEAR 2007	W5 FORM B-81 (12-83)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE									
STATE NY		COUNTY allegany		RIVER				RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS									
TIME (local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E													
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE													
TEMPERATURE 24 HRS ENDING AT OBSERVATION MAX MIN OBSN AT			24 HR AMOUNTS Rain (total in and including wind-fall) Snow (ice pellets (in and landing) Sleet (ice pellets ground (in)		PRECIPITATION <small>Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved</small>			WEATHER (Calendar Day) <small>Mark X for all types occurring each day</small>					RIVER STAGE Gage reading at AM Tendency		REMARKS <small>(SPECIAL OBSERVATIONS, ETC.)</small>		
					A.M. NOON P.M.			Fog	Ice Pellets	Glaze	Thunder	Hail	Damaging Winds	Types of occurrence if different from above		Condition	
					1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11											
1	76	44	44														
2	70	38	39														
3	76	38	48	0.00													
4	80	48	55	0.00													
5	78	53	53	0.00													
6	82	53	57	0.00													
7	87	57	66	0.00													
8	87	64	69														
9	81	66	66	1.40													
10	68	61	61	1.46													
11	69	57	59	0.03													
12	71	47	50	0.22													
13	65	42	42	0.00													
14	69	41	47														
15	74	41	48	0.49													
16	53	38	39	0.10													
17	59	33	33	0.00													
18	64	33	36	0.00													
19	71	36	41	0.00													
20	75	40	48	0.00													
21	78	48	56	0.00													
22	78	55	64														
23	81	46	46	0.00													
24	71	39	39	0.00													
25	78	38	46	0.00													
26	85	46	62	0.00													
27	81	59	59	0.34													
28	70	53	53	0.47													
29	70	47	47	0.10													
30	64	42	42	0.00													
31																	
SUM		73.7	46.8	4.61	0	CHECK BAR (for wire weight) NORMAL CHECK BAR											
CONDITION OF RIVER AT GAGE		READING		DATE		Fog		Ice Pel		Glaze		Thund		Hail		Dain Winds	
A. Obstructed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage		E. Ice gorge below gage F. Shore ice G. Floating ice H. Pool stage															
OBSERVER Dana Harris						SUPERVISING OFFICE WFO Buffalo						STATION INDEX NO. 30-9072-1					

STATION (Climatological) wellsville		(River Station, if different)		MONTH NOV	YEAR 2007	WS FORM B-91 (12-03)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE									
STATE NY		COUNTY allegany		RIVER				RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS									
TIME (local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E													
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE													
TEMPERATURE			PRECIPITATION				WEATHER (Calendar Day)					RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)			
24 HRS ENDING AT OBSERVATION		AT OBSN	24 HR AMOUNTS		AT OB		Mark X for all types occurring each day					Gage reading at	Tendency				
MAX	MIN		24 Hr. (mm, in. or hundredths)	At Obs. (mm, in. or hundredths)	Draw a straight line (---) through hours precipitation was observed and a wavy line (~~~~) through hours precipitation probably occurred unobserved							AM					
			24 Hr. (mm, in. or hundredths)	At Obs. (mm, in. or hundredths)	A.M.	NOON	P.M.	Fog	Ice Fullest	Glaze	Thunder	Hail	Damaging Winds		TIME OF OCCURRENCE if different from above	Condition	
1	66	31	43	0.07													
2	66	26	26	0.00													
3	51	21	21														
4	54	21	34	0.00													
5	49	20	28	0.00													
6	49	28	35	0.42													
7	49	28	34	0.10													
8	36	30	30	0.00													
9	37	29	33														
10	38	30	33	0.07													
11	37	25	26	0.00													
12	45	25	37	0.05													
13	52	25	44	0.26													
14	55	29	49	0.00													
15	57	29	37	0.41													
16	43	32	32	0.34													
17	33	29	30	0.07													
18	35	29	30	T	T	T											
19	33	29	31	0.22	1.0	1											
20	38	31	38	0.05	0.0	0											
21	52	37	45														
22	60	36	38	0.12													
23	39	21	21	0.32													
24	29	14	14	0.00													
25	31	13	18	0.00		0											
26	42	17	36	0.22													
27	44	35	36	1.02													
28	40	27	27	0.01	T	T											
29	41	26	41														
30	46	26	26	0.00													
31																	
32	44.9	26.6	SUM	3.75	1.0												
CONDITION OF RIVER AT GAGE		READING		DATE		OBSERVER		SUPERVISING OFFICE		STATION INDEX NO.							
A. Obstructed by rough ice		E. Ice gorge below gage				Dana Harris		WFO Buffalo		30-9072-1							
B. Frozen, but open at gage		F. Shore ice															
C. Upper surface smooth ice		G. Floating ice															
D. Ice gorge above gage		H. Pool stage															

STATION (Climatological) vallville		(River Station, if different)		MONTH DEC	YEAR 2007	WS FORM B-91 (12-83) U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																										
STATE NY	COUNTY allegany	RIVER																														
TIME (local) OF OBSERVATION	TEMPERATURE 0600	PRECIPITATION 0600	STANDARD TIME IN USE E																													
TYPE OR RIVER GAGE	ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE																													
TEMPERATURE		PRECIPITATION				WEATHER (Calendar Day)				RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)																				
24 HRS ENDING AT OBSERVATION	AT OBSN	24 HR AMOUNTS		AT OBS		Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved											Mark X for all types occurring each day					Condition Gage reading at AM Tendency										
		Total inches or mm	Total inches or mm	Total inches or mm	Total inches or mm	A.M.			NOON				P.M.			Fog	Ice Falls	Glaze	Thunder	Hail	Damaging Winds		Total of observations if different from above									
MAX.	MIN.																															
1	46	19	19	0.01	0.0	0																										
2	48	17	17	0.40	4.0	4																										
3	41	17	35	0.23	0.0	2																										
4	35	21	21	0.23	4.0	4																										
5	23	18	19	0.01	0.1	3																										
6	22	-1	1	0.01	1.0	3																										
7	24	-1	19	0.01	T	3																										
8	32	19	32	0.00	0.0	3																										
9	36	24	26	0.00	0.0	2																										
10	32	28	32	0.15	0.0	1																										
11	33	30	30	0.00	0.0	1	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11																									
12	50	30	35	0.72	0.0	0																										
13	35	24	27	0.00	0.0	0																										
14	35	24	31	0.63	5.0	5																										
15	32	13	13	0.00	0.0	5																										
16	31	11	31	0.58	3.0	7												X														
17	35	18	18	0.12	1.0	5																										
18	25	13	13	0.01	1.0	8																										
19	34	12	22	0.00	0.0	4																										
20	33	22	31	0.01	0.0																											
21	33	23	24	0.00	0.0	4	1 2 3 4 5 6 7 8 9 10 11 12 1 2 3 4 5 6 7 8 9 10 11																									
22	35	22	34	0.00	0.0	4																										
23	38	34	38	0.01	0.0	4																										
24	49	24	26	0.78	0.5	1																										
25	29	28	28	0.00	0.0	T																										
26	31	17	17	0.00	0.0	0																										
27	35	17	33	0.00	0.0	0																										
28	39	28	31	0.00	0.0	0																										
29	41	29	39	0.25	0.0	0																										
30	39	29	29	0.00	0.0	0																										
31	33	28	28	0.18	3.0	3																										
32	34.9	20.3	SUM	4.32	22.6	X	CHECK BAR (for wire weight) NORMAL CHECK BAR											X														
CONDITION OF RIVER AT GAGE		READING		DATE		Fog		Ice		Glaze		Thund		Hail		Dam. Winds		3500		X		X		X								
A. Obstructed by rough ice		E. Ice gage below gage																														
B. Frozen, but open at gage		F. Shore ice																														
C. Upper surface smooth ice		G. Floating ice																														
D. Ice gage above gage		H. Pool stage																														
				OBSERVER Dana Harris				SUPERVISING OFFICE WFO Buffalo				STATION INDEX NO. 30-8072-1																				

STATION (Climatological) wellsville		(River Station, if different)		MONTH JAN	YEAR 2008	WS FORM B-01 (12-03)	U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE														
STATE NY		COUNTY allegany		RIVER		RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS															
TIME (Local) OF OBSERVATION		TEMPERATURE 0600	PRECIPITATION 0800	STANDARD TIME IN USE E																	
TYPE OR RIVER GAGE		ELEVATION OF GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE																	
TEMPERATURE			PRECIPITATION				WEATHER (Calendar Day)				RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)								
24 HRS ENDING AT OBSERVATION		AT OBS	24 HR AMOUNTS		AT OB		Mark X for all types occurring each day				Gage reading at AM	Tendency									
MAX	MIN		24 Hr. amount (for and locality)	24 Hr. amount (for and locality)	Draw a straight line (—) through hours precipitation was observed and a wavy line (---) through hours precipitation probably occurred unobserved		Fog	Ice Pellets	Glaze	Thunder				Hail	Damaging Winds	Time of occurrence if different from above					
					A.M.	NOON	P.M.														
1	34	22	30	0.02	1.0	3															
2	36	15	15	0.13	3.0	5															
3	15	5	8	0.01																	
4	18	3	13			4															
5	29	4	20	0.00	0.0	4															
6	38	19	37	0.00	0.0	T															
7	52	37	52	0.02	0.0	0															
8	57	46	47	0.00	0.0	0															
9	64	45	51	0.12	0.0	0															
10	51	26	28	0.00	0.0	0															
11	43	25	39	0.38	0.0	0															
12	45	33	35																		
13	46	22	22	0.00																	
14	38	22	33	T	T	T															
15	36	22	25	T	T	T															
16	30	25	25	T	T	T															
17	29	19	28																		
18	34	26	32	0.05	0.5	1															
19	35	12	13	0.00	0.0	0															
20	35	7	8	0.14	1.0	1															
21	12	1	3	0.03	0.5	1															
22	19	3	18	0.00	0.0	0															
23	31	10	11	0.04	0.2	1															
24	23	7	8	0.00	0.0	1															
25	21	5	15			1															
26	23	11	15	0.00	0.0	1															
27	25	14	20	0.08	2.0	2															
28	30	20	25	0.00	0.0	2															
29	34	20	32	0.10	0.0	1															
30	47	32	40	0.11	0.0	0															
31	40	13	13																		
32	34.5	18.4	SUM	1.21	8.2	X															
CONDITION OF RIVER AT GAGE				CHECK BAR (for wire weight) NORMAL CHECK BAR				Fog	Ice Pellets	Glaze	Thunder	Hail	Dam. Winds								
				READING				DATE				OBSERVER Dana Harris				SUPERVISING OFFICE WFO Buffalo				STATION INDEX NO. 30-0072-1	
A. Obscured by rough ice				E. Ice gage below gage																	
B. Frozen, but open at gage				F. Shorn ice																	
C. Upper surface smooth ice				G. Floating ice																	
D. Ice gage above gage				H. Pool stage																	

STATION (Climatological) Welleville		(River Station, if different)		MONTH Mar 2008		WS FORM B-91 (12-83)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																			
STATE NY		COUNTY Allegheny		RIVER				RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																			
TIME (local) OF OBSERVATION RIVER		TEMPERATURE 06:00		PRECIPITATION		STANDARD TIME IN USE																					
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO		FLOOD STAGE		NORMAL POOL STAGE																					
DATE	TEMPERATURE		PRECIPITATION			WEATHER (Calendar Day)					RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)														
	24 HRS ENDING AT OBSERVATION		24 HR AMOUNTS		AT OB	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved					Mark 'X' for all types occurring each day			Gage reading at — AM	Tendency												
	MAX	MIN	AT OBSN	Rain, melted snow, etc. (in and hundredths)	Snow, ice pellets, etc. (in and hundredths)	Snow, ice pellets, hail on ice on ground (in)	A.M.			NOON						P.M.			Fog	Ice pellets	Glaze	Thunder	Hail	Damaging winds	Time of occurrence if different from above	Condition	
1	30	-8	27	0.11	1.0	5	~	~	~																		
2	31	20	20	0.04	0.3	5																					
3	39	19	39	0.00	0.0	3																					
4	63	33	33	0.18	0.0	0		~	~	~	~																
5	34	27	34	0.83	1.0	1																					
6	35	21	23	0.00	0.0	1																					
7	38	21	22	0.00	0.0	0																					
8	38	20	27	0.97	5.0	5		~	~	~																	
9	32	15	16	0.42	4.0	9																					
10	32	5	6	0.00	0.0	3																					
11	36	6	15	0.05	0.3	4																					
12	40	6	30	0.02	0.2	4	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~
13	32	16	18	0.00	0.0	4																					
14	53	16	30	0.00		2																					
15	44	30	33	0.50	0.0	1																					
16	47	30	30	0.00	0.0	T																					
17	32	16	16	0.00	0.0	T																					
18	39	15	33	0.00	0.0	T																					
19	38	33	37	0.05	0.0	0	~																				
20	44	31	31	0.55	0.5	1		~	~	~																	
21	32	23	23	0.01	0.1	T	~	~																			
22	35	21	21	0.00																							
23	35	15	15	0.00	0.0	0																					
24	35	15	15	0.00	0.0	0																					
25	36	13	13	0.00	0.0	0																					
26	43	12	37	0.23	0.0	0	~	~	~																		
27	44	24	24	0.00	0.0	0																					
28	37	23	31	0.86	2.0	2		~	~	~																	
29	32	13	13	0.01		2																					
30	32	12	13	0.00	0.0	T																					
31	46	12	36	0.03			~	~	~	~																	
38.2			17.9	SUM	4.86	14.4	CHECK BAR (for wire weight) NORMAL CHECK BAR																				
CONDITION OF RIVER AT GAGE				READING		DATE		Fog		Ice pel		Glaze		Thund		Hail		Dam winds									
A. Obstructed by rough ice				E. Ice gorge below gage				OBSERVER																			
B. Frozen, but open at gage				F. Shore ice				SUPERVISING OFFICE																			
C. Upper surface smooth ice				G. Floating ice				BUF Buffalo																			
D. Ice gorge above gage				H. Pool stage				STATION INDEX NO.																			

30-9072-01

STATION (Climatological)
Wellsville
STATE
NY
TIME (local) OF OBSERVATION RIVER
06:00

(River Station, if different)
MONTH
May **2008**
COUNTY
allegany
TEMPERATURE | PRECIPITATION
06:00

RIVER
STANDARD TIME IN USE
TYPE OF RIVER GAGE
ELEVATION OF RIVER GAGE ZERO
FLOOD STAGE
NORMAL POOL STAGE

WS FORM B-91
(12-93)

U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL WEATHER SERVICE

RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS

DATE	TEMPERATURE			PRECIPITATION			WEATHER (Calendar Day)						RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)				
	24 HRS ENDING AT OBSERVATION		AT OBSN	24 HR AMOUNTS			Mark 'X' for all types occurring each day						Condition	Gage reading at __ AM		Tendency			
	MAX	MIN		Rain, melted snow, etc. (in and hundredths)	AT OB	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved			Fog	Ice pellets	Glaze	Thunder					Hail	Damaging winds	Time of occurrence if different from above
						A.M.			NOON			P.M.							
1	49	26	26	0.00															
2	56	26	44	0.04															
3	71	43	56	0.05										X					
4	73	48	48	0.75			-	-											
5	58	29	29	0.00															
6	68	29	38	0.00															
7	69	37	37	0.00															
8	75	36	56	0.25					-	-	-	-							
9	75	34	45	0.00															
10	61	39	40	0.00															
11	63	32	53	0.00															
12	60	32	40	0.17			1	2	3	4	5	6	7	8	9	10	11		
13	57	32	32	0.12															X
14	69	32	36	0.00															
15	70	35	53	0.06			~	~											
16	63	46	49	0.02			~	~	~	~									
17	49	35	35	0.22															
18	65	35	37	0.00															
19	65	36	40	0.56					-										
20	48	30	31	0.00															
21	59	31	39	0.00															
22	50	39	39	0.19			1	2	3	4	5	6	7	8	9	10	11		
23	51	37	38	0.06															
24	54	37	39	0.00															
25	63	34	34	0.00															
26	74	33	42	0.00															
27	83	42	64	0.00															
28	71	32	33	0.00															
29	61	31	32	0.00															
30	71	32	35	0.00															
31	71	35	63	0.01			~												

63.6 34.7 **8.00** **8.80**

CONDITION OF RIVER AT GAGE
 A. Obstructed by rough ice
 B. Frozen, but open at gage
 C. Upper surface smooth ice
 D. Ice gorge above gage
 E. Ice gorge below gage
 F. Shore ice
 G. Floating ice
 H. Pool stage

CHECK BAR (for wire weight) NORMAL CHECK BAR
 READING DATE

Observer: Fog Ice pellets Glaze Thunder Hail Damaging winds

SUPERVISING OFFICE
BUY Buffalo

STATION INDEX NO.
30-9072-01

STATION (Climatological) Wellsville			(River Station, if different)			MONTH Jun 2008		WS FORM B-91 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE													
STATE NY			COUNTY allegany			RIVER																	
TIME (local) OF OBSERVATION RIVER			TEMPERATURE 06:00		PRECIPITATION		STANDARD TIME IN USE																
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO		FLOOD STAGE		NORMAL POOL STAGE																	
DATE	TEMPERATURE		PRECIPITATION				WEATHER (Calendar Day)						RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)								
	MAX	MIN	AT OBSN	24 HR AMOUNTS		AT OB		Mark 'X' for all types occurring each day:						Condition		Gage reading at __ AM	Tendency						
				Rain, melted snow, etc. (in and including)	Snow, ice pellets, (in and including)	Snow, ice pellets, hal on ground (in)	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved																
							A.M.	NOON	P.M.	Fog	Ice pellets	Glaze	Thunder	Hail	Damaging winds	Time of occurrence if different from above							
1	78	53	53	0.02									X										
2	64	40	40	0.00																			
3	74	40	47	0.00																			
4	70	47	58	0.06																			
5	71	57	60	0.05																			
6	79	57	77	0.00																			
7	90	63	63	0.00																			
8	87	63	68	0.00																			
9	90	63	71	0.15																			
10	92	62	63	0.00									X										
11	86	53	53	0.31																			
12	80	51	51	0.00																			
13	81	51	53	0.00																			
14	87	52	68	0.12																			
15	87	52	58	0.05																			
16	81	53	59	0.40									X										
17	78	50	52	0.03																			
18	64	49	50	0.15																			
19	60	49	50	0.22																			
20	63	50	53	0.17																			
21	72	46	46	0.25																			
22	78	46	54	0.20									X										
23	76	53	55	0.28									X										
24	75	52	55	0.40																			
25	73	47	47	0.00																			
26	80	47	63	0.05																			
27	81	61	61	0.01																			
28	81	60	64	0.00																			
29	85	63	65	0.00																			
30	76	54	55	0.50									X										
31																							
78.0	52.8	SUM	3.42	CHECK BAR (for wire weight) NORMAL CHECK BAR						Fog	Ice pel	Glaze	Thund	Hail	Dam winds								
CONDITION OF RIVER AT GAGE				READING				DATE				OBSERVER				SUPERVISING OFFICE				STATION INDEX NO.			
A. Obstructed by rough ice				E. Ice gorge below gage								BUF Buffalo				30-9072-01							
B. Frozen, but open at gage				F. Shore ice																			
C. Upper surface smooth ice				G. Floating ice																			
D. Ice gorge above gage				H. Pool stage																			

STATION (Climatological) rellsville			(River Station, if different)			MONTH Sep 2008		WS FORM B-91 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE													
STATE NY			COUNTY allegany			RIVER																	
TIME (local) OF OBSERVATION RIVER			TEMPERATURE 06:00		PRECIPITATION		STANDARD TIME IN USE																
TYPE OF RIVER GAGE			ELEVATION OF RIVER GAGE ZERO		FLOOD STAGE		NORMAL POOL STAGE																
DATE	TEMPERATURE			PRECIPITATION		WEATHER (Calendar Day)						RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)									
	24 HRS ENDING AT OBSERVATION		AT OBSN	24 HR AMOUNTS		AT OB		Mark 'X' for all types occurring each day							Condition	Gage reading at — AM	Tendency						
	MAX	MIN		Rain, melted snow, etc. (in and hundredths)	AT OB	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved																	
						A.M.			NOON			P.M.			Fog	Ice pellets	Glaze	Thunder	Hail	Damaging winds	Time of occurrence if different from above		
1	77	46	50	0.00																			
2	77	48	50	0.00																			
3	82	49	53	0.00																			
4	83	49	56	0.00																			
5	83	56	58	0.00																			
6	85	58	58	0.26																			
7	80	50	50	0.01																			
8	70	47	47	0.19														X					
9	74	47	61	0.06		~	~	~	~	~	~	~	~	~	~	~	~						
10	64	46	46	0.00																			
11	64	41	41	0.00																			
12	68	41	62	T																			
13	69	41	64	0.52																			
14	73	64	69	0.01		~																	
15	82	61	61	0.06																			
16	68	52	52	0.00																			
17	64	41	41	0.00																			
18	71	40	50	0.00																			
19	64	36	37	0.00																			
20	68	35	47	0.00																			
21	73	47	47	0.00																			
22	74	46	52	0.00																			
23	68	37	38	0.00																			
24	71	36	39	0.00																			
25	75	39	43	0.00																			
26	70	39	39	0.09																			
27	63	39	57	T		~	~	~	~	~	~	~	~	~	~	~	~						
28	72	57	60	1.23																			
29	72	54	54	0.00																			
30	63	48	50	0.11																			
31																							
	72.2	46.3	SUM	2.54		CHECK BAR (for wire weight) NORMAL CHECK BAR																	
CONDITION OF RIVER AT GAGE				READING		DATE		OBSERVER						SUPERVISING OFFICE		STATION INDEX NO.							
A. Obstructed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage E. Ice gorge below gage F. Shore ice G. Floating ice H. Pool stage														BUF Buffalo		30-9072-01							

STATION (Climatological) #115ville		(River Station, if different)		MONTH Nov 2008	WS FORM B-91 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																							
STATE NY			COUNTY allegany		RIVER																									
TIME (local) OF OBSERVATION RIVER			TEMPERATURE 06:00		PRECIPITATION		STANDARD TIME IN USE																							
TYPE OF RIVER GAGE			ELEVATION OF RIVER GAGE ZERO		FLOOD STAGE		NORMAL POOL STAGE																							
DATE	TEMPERATURE		PRECIPITATION		WEATHER (Calendar Day)						RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)																	
	24 HRS ENDING AT OBSERVATION	AT OBSN	24 HR AMOUNTS	AT OB	Mark 'X' for all types occurring each day						Condition	Gage reading at ___ AM		Tendency																
	MAX	MIN	Rain, melted snow, etc. (in and hundredths)	Snow, ice pellets, (in and hundredths)	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved																									
					A.M.			NOON			P.M.			Fog	Ice pellets	Glaze	Thunder	Hail	Damaging winds	Time of occurrence if different from above										
1	63	27	41	0.00																										
2	53	27	27	0.00																										
3	53	25	42	0.00																										
4	61	36	36	0.00																										
5	65	36	44	0.00																										
6	65	33	33	0.00																										
7	66	33	42	0.06																										
8	69	42	50	0.05																										
9	50	38	38	0.08	0.8																									
10	50	31	31	0.07	T	1																								
11	33	30	32	0.00	0.0	T																								
12	38	27	28	0.00			1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11		
13	47	27	40	0.10																										
14	48	40	47	0.17																										
15	58	44	46	0.00																										
16	52	34	34	0.15	2.5																									
17	52	28	28	0.07	0.5	3																								
18	34	20	20	0.03	0.5	1																								
19	26	6	7	0.00	0.0	1																								
20	26	6	23	0.07	1.0	1																								
21	30	17	17	0.05	0.5	1																								
22	23	10	12	0.00		1	1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11		
23	25	12	20	0.04	1.7	2																								
24	32	19	19	0.00	0.0	T																								
25	36	19	31	0.17	4.0	3																								
26	36	27	31	0.05	1.0	4																								
27	35	30	30	0.07	0.1	4																								
28	35	26	34	0.00	0.0	4																								
29	35	29	30	0.01	0.1	3																								
30	36	12	13	0.00	0.0	3																								
31																														
	44.4	26.4	SUM	1.24	12.7		CHECK BAR (for wire weight) NORMAL CHECK BAR																							
CONDITION OF RIVER AT GAGE			READING		DATE		Fog	Ice pel	Glaze	Thund	Hail	Dam winds	OBSERVER																	
A. Obstructed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage			E. Ice gorge below gage F. Shore ice G. Floating ice H. Pool stage																											
SUPERVISING OFFICE BUF Buffalo											STATION INDEX NO. 30-9072-01																			

STATION (Climatological) Wellsville		(River Station, if different)		MONTH Jan 2009		WS FORM 8-81 (12-93)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE					
STATE NY		COUNTY allegany		RIVER		RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS							
TIME (local) OF OBSERVATION RIVER		TEMPERATURE 06:00		PRECIPITATION								STANDARD TIME IN USE	
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO		FLOOD STAGE								NORMAL POOL STAGE	

DATE	TEMPERATURE			PRECIPITATION			WEATHER (Calendar Day)							RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)																														
	24 HRS ENDING AT OBSERVATION		AT OBSN	24 HR AMOUNTS		AT OB	Mark 'X' for all types occurring each day							Condition	Gage reading at ___ AM		Tendency																													
	MAX	MIN		Rain, melted snow, etc. (for use in thousands)	Snow, ice pellets, (in and length)		Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved																																							
						A.M.			NOON			P.M.																																		
					1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11																				
1	23	1	1	0.26	1.0	6																																								
2	23	-1	23	0.00		5																																								
3	34	22	22	0.03	0.2	2																																								
4	27	1	1	T	T	2																																								
5	40	1	32	0.00	0.0	T																																								
6	33	8	8	0.00	0.0	0																																								
7	31	8	31	0.18	T	T																																								
8	37	24	24	0.17		1																																								
9	25	11	17	0.05	2.0	2																																								
10	21	15	17	0.26	4.0	6	~	~																																						
11	21	15	15	0.40	6.0	10																																								
12	21	11	12	0.02	0.0	7	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~													
13	25	11	25	0.00	0.0	5																																								
14	30	-1	-1	0.12	1.5	6																																								
15	12	-4	1	0.07	1.0																																									
16	12	-3	-3	0.01	0.1	7																																								
17	5	-14	-13	0.00	0.0	7																																								
18	12	-18	12	0.01	0.1	7	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~													
19	24	1	1	0.04	2.0	9																																								
20	19	-3	9	T	0.2	9																																								
21	18	-5	-5	0.01	0.2	8																																								
22	19	-5	19	0.00	0.0	8	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~													
23	33	15	15	0.00	0.0	8																																								
24	44	11	11	0.00		7																																								
25	14	-6	0	0.00	0.0	7																																								
26	17	-4	-1	0.00	0.0	5																																								
27	21	-3	7	0.01	0.1	5																																								
28	23	6	21	0.20	3.5	9																																								
29	30	15	15	0.19	2.0	11																																								
30	30	15	21	0.11	1.0	12																																								
31	26	10	10	0.08	2.0	13	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~	~													
24.2		4.3		SUM		2.22	26.9		CHECK BAR (for wire weight) NORMAL CHECK BAR																		Fog		Ice pel		Glaze		Thund		Hail		Dam winds		X		X		X		X	
CONDITION OF RIVER AT GAGE						READING				DATE				OBSERVER																																
A. Obstructed by rough ice														Closed by Dana Harris (wellsville) on 02 Feb 2009 11:44AM																																
B. Frozen, but open at gage														SUPERVISING OFFICE																																
C. Upper surface smooth ice														BUF Buffalo																																
D. Ice gorge above gage														STATION INDEX NO.																																
														30-9072-01																																
E. Ice gorge below gage																																														
F. Shore ice																																														
G. Floating ice																																														
H. Pool stage																																														

STATION (Climatological) Wellsville			(River Station, if different)			MONTH Mar 2009		WS FORM B-91 (03-09)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																													
STATE NY			COUNTY allegany			RIVER		RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																															
TIME (Local) OF OBSERVATION RIVER			TEMPERATURE 06:00		PRECIPITATION		STANDARD TIME IN USE																																
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO		FLOOD STAGE		NORMAL POOL STAGE																																	
DATE	TEMPERATURE			PRECIPITATION											WEATHER (Observation Day)					RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)																	
	24 HRS ENDING AT OBSERVATION			24 HR AMOUNTS			AT OB											Mark 'X' for all types occurring each day					Gage reading at																
	MAX	MIN	AT OBSN	Rain, melted snow, etc. (in and through)	Snow, ice pellets, (in and through)	Snow, ice pellets, hail ice on ground (in)	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved											Fog	Ice pellets	Glaze	Thunder		Hail	Damaging winds	Time of occurrence if different from above	Condition	AM	Tendency											
						1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11												
1	28	11	11	0.00	0.0	0																																	
2	28	11	11	T	T	T																																	
3	13	4	4	T	T	T																																	
4	19	4	7	T	T	T	~	~																															
5	31	5	10	0.00	0.0	0																																	
6	49	10	46	0.00	0.0	0																																	
7	62	35	35	0.00																																			
8	65	35	40	0.40	0.0	0	~	~	~																														
9	44	39	42	1.13	0.0	0	~	~	~	~	~	~	~	~	~	~																							
10	43	32	33	0.03	0.0	0																																	
11	43	33	43	0.60	0.0	0																																	
12	54	21	21	0.00			1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11											
13	45	12	13	0.00																																			
14	39	13	18	0.00	0.0	0																																	
15	49	16	22	0.00	0.0	0																																	
16	56	20	24	0.00																																			
17	58	23	28	0.00																																			
18	61	27	44	0.00																																			
19	63	35	35	0.14																																			
20	48	25	25	0.01	0.5	1	~	~	~																														
21	36	13	13	0.00																																			
22	45	13	18	0.00			1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11											
23	40	16	16	0.00																																			
24	35	11	11	0.00																																			
25	43	10	33	0.00																																			
26	55	31	39	0.00																																			
27	43	30	30	0.22																																			
28	57	29	34	0.00																																			
29	63	34	47	0.01																																			
30	58	32	32	0.10	T	T	~	~																															
31	34	29	29	0.00	0.0	0																																	
	45.4	21.3	SUM	2.64	0.5	X	CHECK BAR (for wire weight) NORMAL CHECK BAR																																
CONDITION OF RIVER AT GAGE			READING		DATE		Fog					Ice pel					Glaze					Thund					Hail					Dam winds							
A. Obstructed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage			E. Ice gorge below gage F. Shore ice G. Floating ice H. Pool stage																																				
OBSERVER Closed by Dana Harris (wellsville) on 01 Apr 2009 08:25AM							SUPERVISING OFFICE BUF Buffalo							STATION INDEX NO. 30-9072-01																									

STATION (Climatological) Wellsville		(River Station, if different)		MONTH Apr	2009	WS FORM B-91 (03-09)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE												
STATE NY		COUNTY allegany		RIVER				RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS												
TIME (local) OF OBSERVATION RIVER		TEMPERATURE 06:00	PRECIPITATION	STANDARD TIME IN USE																
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE																
DATE	TEMPERATURE		PRECIPITATION				WEATHER (Observation Day)				RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)							
	24 HRS ENDING AT OBSERVATION	AT OBSN	24 HR AMOUNTS	AT OB	Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved				Mark 'X' for all types occurring each day					Condition	Gage reading at	Tendency				
MAX	MIN		Rain, melted snow, etc. (in and hundredths)	Snow, ice pellets, hail (in and tenths)	Snow, ice pellets, hail on ground (in)	A.M. NOON P.M.				Fog	Ice pellets	Glaze	Thunder	Hail	Damaging winds	Time of occurrence if different from above	Condition	Gage reading at	Tendency	
						1 2 3 4 5 6 7 8 9 10 11	1 2 3 4 5 6 7 8 9 10 11													
1	58	29	45	0.00																
2	49	31	31	0.13																
3	63	31	50	0.11																
4	56	35	35	T																
5	39	32	32	0.31																
6	57	28	42	0.11																
7	55	25	25	0.04	0.5	1														
8	33	25	28	T	T	T														
9	42	22	23	0.00																
10	54	22	36	0.00																
11	55	22	33	0.17																
12	44	24	24	0.00	0.0															
13	40	19	19	0.00																
14	51	19	37	0.00																
15	50	35	38	0.00																
16	58	25	25	0.10																
17	58	24	25	0.00																
18	66	24	31	0.00																
19	70	30	39	0.00																
20	60	39	40	0.11																
21	43	35	35	0.10																
22	58	35	39	0.03																
23	46	33	35	0.03																
24	49	27	28	0.00																
25	79	27	47	0.00																
26	85	46	52	0.00																
27	84	50	51	0.00																
28	87	48	49	0.00																
29	82	34	35	0.31																
30	62	35	47	0.00																
31																				
57.8		30.4		SUM	1.55	0.5	CHECK BAR (for wire weight) NORMAL CHECK BAR													
CONDITION OF RIVER AT GAGE		READING		DATE				OBSERVER												
A. Obstructed by rough ice		E. Ice gorge below gage		Closed by Dana Harris (wellsville) on 01 May 2009 06:51AM				SUPERVISING OFFICE				STATION INDEX NO.								
B. Frozen, but open at gage		F. Shore ice						BUF Buffalo				30-9072-01								
C. Upper surface smooth ice		G. Floating ice																		
D. Ice gorge above gage		H. Pool stage																		

STATION (Climatological) Wollsville				(River Station, if different)				MONTH Jun 2009		WS FORM B-91 (03-09)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE															
STATE NY				COUNTY allegany				RIVER				RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS															
TIME (local) OF OBSERVATION RIVER				TEMPERATURE 06:00		PRECIPITATION		STANDARD TIME IN USE																			
TYPE OF RIVER GAGE				ELEVATION OF RIVER GAGE ZERO		FLOOD STAGE				NORMAL POOL STAGE																	
DATE	TEMPERATURE			PRECIPITATION											WEATHER (Observation Day)						RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)				
	24 HRS ENDING AT OBSRN			24 HR AMOUNTS		AT OB											Mark 'X' for all types occurring each day							Condition	Gage reading at __ AM	Tendency	
	MAX	MIN	AT OBSRN	Rain, melted snow, etc. (in and out)	Snow, ice pellets, hail (in and hail)	Snow, ice pellets, hail on ground (in)	Draw a straight line (----) through hours precipitation was observed, and a wavy line (-----) through hours precipitation probably occurred unobserved											Fog	Ice pellets	Glaze	Thunder	Hail					Damaging winds
							A.M.			NOON				P.M.													
1	59	33	36	0.03																							
2	67	36	56	0.02				~	~																		
3	65	44	46	0.00																							
4	63	41	54	0.00																							
5	68	40	47	0.00																							
6	65	47	54	0.04					~																		
7	77	53	53	0.00																							
8	69	53	53	0.05																							
9	73	53	61	0.41				~	~	~																	
10	79	52	52	0.00																							
11	75	52	59	0.01																							
12	73	59	59	0.83																							
13	66	53	53	0.00																							
14	72	44	44	0.00																							
15	74	43	48	0.00																							
16	75	43	44	0.00																							
17	77	44	59	0.00																							
18	61	55	58	0.96				~	~	~																	
19	67	55	56	0.02																							
20	73	56	57	0.01				~																			
21	69	56	56	1.75																							
22	69	56	62	0.03																							
23	74	50	52	0.00																							
24	76	51	51	0.00																							
25	83	51	53	0.00																							
26	87	53	60	0.29				~	~	~																	
27	87	53	71	0.93																							
28	75	53	53	0.00																							
29	66	51	52	0.28																							
30	74	52	57	0.48				~	~	~																	
31																											
71.9 49.4 SUM				6.14	CHECK BAR (for wire weight) NORMAL CHECK BAR																						
CONDITION OF RIVER AT GAGE				READING											DATE												
A. Obstructed by rough ice				E. Ice gorge below gage											OBSERVER												
B. Frozen, but open at gage				F. Shore ice											Closed by Dana Harris (wollsville) on 01 Jul 2009 07:06AM												
C. Upper surface smooth ice				G. Floating ice											SUPERVISING OFFICE												
D. Ice gorge above gage				H. Pool stage											BUF Buffalo												
																					STATION INDEX NO.						
																					30-9072-01						

STATION (Climatological) Wellsville			(River Station, if different)			MONTH Nov 2009		WS FORM B-91 (03-09)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																											
STATE NY			COUNTY allegany			RIVER																															
TIME (local) OF OBSERVATION 06:00			TEMPERATURE			PRECIPITATION			STANDARD TIME IN USE																												
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO		FLOOD STAGE			NORMAL POOL STAGE																														
RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																																					
DATE	TEMPERATURE			PRECIPITATION		WEATHER (Observation Day)						RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)																							
	24 HRS ENDING AT OBSERVATION		AT OBSN	24 HR AMOUNTS		Draw a straight line (—) through hours precipitation was observed and a wavy line (~~~~) through hours precipitation probably occurred unobserved																															
	MAX	MIN		Rain, melted snow, etc. (in and including)	Snow, ice pellets, hail (in and including)	Mark 'X' for all types occurring each day																															
				Rain, melted snow, etc. (in and including)	Snow, ice pellets, hail (in and including)	Fog	Ice pellets	Glaze	Thunder	Hail	Damaging winds	Time of occurrence if different from above	Condition		Gage reading at _____ AM	Tendency																					
			A.M.	NOON	P.M.	1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11										
1	60	43	43	0.20																																	
2	48	25	26	0.00																																	
3	52	25	42	0.00																																	
4	48	26	26	0.07																																	
5	48	25	28	0.01																																	
6	48	25	29	0.01																																	
7	48	22	23	0.00																																	
8	57	23	33	0.00																																	
9	66	31	37	0.00																																	
10	67	37	49	0.00																																	
11	51	30	30	0.00																																	
12	48	25	26	0.00																																	
13	52	20	21	0.00																																	
14	59	20	35	0.00																																	
15	58	35	38	0.00																																	
16	64	38	38	0.00																																	
17	48	31	31	0.00																																Isn't it time to remove the "new changes" on the	
18	51	26	27	0.00																																	
19	52	26	32	0.00																																	
20	52	27	41	0.27																																	
21	46	40	42	0.03																																	
22	47	41	41	0.00																																	
23	47	27	29	0.00																																	
24	49	28	41	0.09																																	
25	50	41	45	0.04																																	
26	49	34	37	0.04																																	
27	50	31	31	0.05																																	
28	38	27	36	0.08																																	
29	36	26	26	0.00																																	
30	55	26	38	0.11																																	
31																																					
	51.5	29.4	SUM	1.00																																	
CONDITION OF RIVER AT GAGE				READING		DATE		OBSERVER						SUPERVISING OFFICE						STATION INDEX NO.																	
A. Obstructed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage								Closed by Dana Harris (wellsville) on 01 Dec 2009 07:30AM						BUF Buffalo						30-9072-01																	
E. Ice gorge below gage F. Shore ice G. Floating ice H. Pool stage																																					

STATION (Climatological) Wellsville		(River Station, if different)		MONTH Dec 2009		WS FORM B-91 (03-09)		U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE																															
STATE NY		COUNTY allegany		RIVER		RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS																																	
TIME (local) OF OBSERVATION 06:00		TEMPERATURE 06:00		PRECIPITATION 06:00								STANDARD TIME IN USE																											
TYPE OF RIVER GAGE		ELEVATION OF RIVER GAGE ZERO		FLOOD STAGE		NORMAL POOL STAGE																																	
DATE	TEMPERATURE			PRECIPITATION			WEATHER (Observation Day)					RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)																									
	24 HRS ENDING AT OBSERVATION			24 HR AMOUNTS			Mark 'X' for all types occurring each day					Gage reading at ___ AM	Tendency																										
	MAX	MIN	AT OBSN	At	OB	AT	Draw a straight line (——) through hours precipitation was observed, and a wavy line (-----) through hours precipitation probably occurred unobserved																																
			Rain, melted snow, etc (in and /unmelting)	Snow, ice pellets, hail (not and lumps)	Snow, ice pellets, hail ice on ground (in)	A.M. NOON P.M.											Fog	Ice pellets	Glaze	Thunder	Hail	Damaging winds	Time of occurrence if different from above	Condition															
						1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11												
1	38	27	30	0.03	1.0	1	~	~	~	~	~	~	~	~	~																								
2	40	25	26	0.02																																			
3	50	25	49	0.75																																			
4	50	25	34	0.03	0.0	T	~	~																															
5	38	21	24	0.00																																			
6	29	19	24	T	T	T																																	
7	30	19	19	T	T	0																																	
8	33	19	29	T	T	T																																	
9	34	28	33	0.26	3.0	3																																	
10	41	23	23	0.32	T	T																																	
11	41	11	11	T	T	T	~																																
12	26	11	14	0.01	0.8		1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11											
13	32	13	25	0.00	0.0	0																																	
14	36	25	32	0.22	0.0	0																																	
15	44	32	40	T	0.0	0																																	
16	40	21	21	0.10	2.0	2																																	
17	22	18	20	0.02	1.0	3	~	~	~																														
18	21	6	8	T	T	3																																	
19	29	6	21	0.00	0.0	2																																	
20	24	16	17	0.00	0.0	2																																	
21	28	16	24	0.00	0.0	1																																	
22	29	23	23	0.03	1.0	1	1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11											
23	26	8	14	0.01	0.2	1																																	
24	26	8	19	0.00	0.0	1																																	
25	30	19	26	0.00	0.0	1																																	
26	40	26	28	0.21			~	~	~																														
27	42	26	27	0.00	0.0	0																																	
28	37	24	24	0.33	2.0	2																																	
29	25	10	10	0.08	2.0	1																																	
30	17	7	17	T	T	1	~																																
31	27	17	26	T	T	1	~																																
	33.1	18.5	SUM	2.42	13.0	X	CHECK BAR (for wire weight) NORMAL CHECK BAR											Fog	Ice pel	Glaze	Thund	Hail	Dam winds																
CONDITION OF RIVER AT GAGE				READING		DATE		OBSERVER Closed by Dana Harris (Wellsville) on 03 Jan 2010 09:04AM											SUPERVISING OFFICE BUF Buffalo						STATION INDEX NO. 30-9072-01														
A. Obstructed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage				E. Ice gorge below gage F. Shore ice G. Floating ice H. Pool stage																																			

STATION (Climatological) Wellsville	(River Station, if different)	MONTH Jan 2010
STATE NY	COUNTY allegany	RIVER
TIME (local) OF OBSERVATION 06:00	TEMPERATURE 06:00	PRECIPITATION 06:00
TYPE OF RIVER GAGE	ELEVATION OF RIVER GAGE ZERO	FLOOD STAGE
		NORMAL POOL STAGE

WS FORM B-91 (03-09)	U.S. DEPARTMENT OF COMMERCE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION NATIONAL WEATHER SERVICE
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RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS

DATE	TEMPERATURE			PRECIPITATION													WEATHER (Observation Day)						RIVER STAGE		REMARKS (SPECIAL OBSERVATIONS, ETC.)													
	24 HRS ENDING AT OBSERVATION		AT OBSN	24 HR AMOUNTS		Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved													Mark 'X' for all types occurring each day							Condition	Gage reading at AM	Tendency										
	MAX	MIN		Rain, melted snow, etc. (fr and hundredths)	Snow, ice pellets, hail (fr and tenths)	A.M.			NOON			P.M.			Fog	Ice pellets	Glaze	Thunder	Hail	Damaging winds	Time of occurrence if different from above																	
1	33	17	25	0.01	0.5	1																																
2	33	13	13	0.02	0.3	1																																
3	13	9	10	T	T	1																																
4	15	10	13	0.02	0.5	1																																
5	18	12	16	0.05	0.5	1																																
6	21	13	21	0.07	1.5	2			~		~																											
7	23	20	23	0.02	0.2	2																																
8	27	21	22	0.21	3.0	4			~		~																											
9	22	9	10	0.31	2.5	6			~		~																											
10	16	-11	-11	0.00	0.0	6																																
11	21	-11	14	0.00	0.0	6																																
12	23	13	16	0.02	0.2	5	1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11										
13	22	16	22	0.00	0.0	5																																
14	35	8	30	0.00		5																																
15	42	30	32	0.00		2																																
16	43	31	33	0.00	0.0	2																																
17	44	24	29	0.00	0.0	2																																
18	40	29	34	0.45	0.0	T																																
19	44	30	31	0.03	0.3	T																																
20	32	28	28	T	T	T																																
21	30	13	13	T	T	T			~		~																											
22	34	12	27	0.00	0.0	T	1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11										
23	37	14	14	1.00	1.0																																	
24	42	10	33	0.00	0.0	0																																
25	49	10	48	1.33	0.0	0																																
26	50	28	28	0.48	0.0	0																																
27	29	24	24	0.00	0.0	0																																
28	30	23	25	0.01																																		
29	25	6	8	0.10	0.5	1																																
30	25	4	4	T	T	T																																
31	14	-4	-4	T	T	T																																
30.1	14.5	SUM	4.13	11.0			CHECK BAR (for wire weight) NORMAL CHECK BAR																															

CONDITION OF RIVER AT GAGE	READING	DATE	Fog	Ice pellets	Glaze	Thunder	Hail	Dam. winds
A. Obstructed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage								
E. Ice gorge below gage F. Shore ice G. Floating ice H. Pool stage								
			OBSERVER Closed by Dana Harris (wellsville) on 01 Feb 2010 10:22AM					
			SUPERVISING OFFICE BUF Buffalo					
			STATION INDEX NO. 30-9072-01					

Mar 2010

STATE NY	COUNTY allegany	RIVER
TIME (local) OF OBSERVATION	TEMPERATURE 06:00	PRECIPITATION 06:00
TYPE OF RIVER GAGE	ELEVATION OF RIVER GAGE ZERO	FLOOD STAGE
		NORMAL POOL STAGE

RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS

DATE	TEMPERATURE			PRECIPITATION			WEATHER (Observation Day)						RIVER STAGE			REMARKS (SPECIAL OBSERVATIONS, ETC.)	
	24 HRS ENDING AT OBSERVATION		AT OBSN	24 HR AMOUNTS		AT OB	Mark 'X' for all types occurring each day						Condition	Gage reading at AM	Tendency		
	MAX	MIN		Flt, melted snow, etc. (in amt)	Autumnal snow, ice pellets, hail (in amt)		Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved	Fog	Ice pellets	Glaze	Thunder	Hail					Damaging winds
1	32	29	31	0.11	1.2	6											
2	35	29	29	0.00	0.0	5											
3	35	29	29	0.00	0.0	5											
4	39	13	13	0.00	0.0	3											
5	35	12	12	0.00	0.0	3											
6	36	6	7	0.00	0.0	3											
7	42	6	16	0.00	0.0	2											
8	50	15	19	0.00	0.0	T											
9	52	19	21	0.00	0.0	T											
10	55	21	25	0.00	0.0	T											
11	52	24	33	0.00													
12	62	32	42	0.17													
13	48	33	37	0.11	0.0	0											
14	43	24	34	0.75	T	T											
15	41	23	27	0.10	T	T											
16	39	21	25	0.01	0.0	0											
17	55	20	20	0.00	0.0	0											
18	58	19	22	0.00	0.0	0											
19	63	14	26	0.00	0.0	0											
20	63	18	27	0.00	0.0	0											
21	62	25	29	0.00	0.0	0											
22	64	22	35	0.00	0.0	0											
23	45	18	33	0.76	0.0	0											
24	40	18	29	0.30	0.0	0											
25	51	7	24	0.00													
26	51	5	14	0.14													
27	29	0	11	0.00	0.0	0											
28	44	7	28	0.00	0.0	0											
29	42	15	36	0.11	0.0	0											
30	46	16	31	0.00	0.0	0											
31	42	19	28	0.00	0.0	0											
46.8	18.0	SUM	2.56	1.2													

CONDITION OF RIVER AT GAGE	READING	DATE	OBSERVER
A. Obstructed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage E. Ice gorge below gage F. Shore ice G. Floating ice H. Pool stage			Closed by Dana Harris (wellsville) on 01 Apr 2010 06:55AM
			SUPERVISING OFFICE BUF Buffalo
			STATION INDEX NO. 30-9072-01

STATION (Climatological) Wellsville		(River Station, if different)	MONTH Jul 2010
STATE NY	COUNTY allegany		RIVER
TIME (local) OF OBSERVATION RIVER	TEMPERATURE 06:00	PRECIPITATION 06:00	STANDARD TIME IN USE
TYPE OF RIVER GAGE	ELEVATION OF RIVER GAGE ZERO	FLOOD STAGE	NORMAL POOL STAGE

WS FORM B-91 (03-09) U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL WEATHER SERVICE

RECORD OF RIVER AND CLIMATOLOGICAL OBSERVATIONS

DATE	TEMPERATURE			24 HR AMOUNTS Rain, melted snow, etc. (in any amount)	Snow, ice pellets, hail (in and tenths)	AT OB Snow, ice pellets, hail on ice on ground (in)	PRECIPITATION <small>Draw a straight line (—) through hours precipitation was observed, and a wavy line (~~~~) through hours precipitation probably occurred unobserved</small>											WEATHER (Observation Day) <small>Mark 'X' for all types occurring each day</small>						RIVER STAGE			REMARKS (SPECIAL OBSERVATIONS, ETC.)								
	MAX	MIN	AT OBSN				A.M.			NOON				P.M.				Fog	Ice pellets	Glaze	Thunder	Hail	Damaging winds	Level of occurrence if different from above	Condition	Gage reading at		Tendency							
	1	2	3	4	5	6	7	8	9	10	11	1	2	3	4	5	6	7	8	9	10	11													
1	67	42	43	0.00																															
2	70	42	44	0.00																															
3	75	43	46	0.00																															
4	87	46	50	0.00																															
5	87	50	56	0.00																															
6	92	56	64	0.00																															
7	91	62	62	0.00																															
8	91	62	62	0.00																															
9	91	61	64	0.00																															
10	87	61	65	1.55																															
11	80	50	50	0.00																															
12	82	49	58	0.00																															
13	81	58	67	0.00																															
14	88	66	66	0.08																															
15	81	60	61	0.00																															
16	85	61	61	0.00																															
17	85	57	57	0.08																															
18	87	56	63	0.40																															
19	83	63	66	0.02																															
20	83	61	62	0.02																															
21	76	60	61	0.00																															
22	85	57	57	0.02																															
23	82	57	63	0.37																															
24	84	61	64	0.86																															
25	89	62	69	0.72																															
26	89	53	53	0.92																															
27	79	52	53	0.00																															
28	82	53	55	0.00																															
29	86	52	65	1.19																															
30	76	49	57	0.00																															
31	76	50	51	0.00																															

83.1	55.2	SUM	6.23	CHECK BAR (for wire weight) NORMAL CHECK BAR		Fog Ice pel Glaze Thund Hail Dam winds					
CONDITION OF RIVER AT GAGE				READING	DATE	OBSERVER					
A. Obstructed by rough ice B. Frozen, but open at gage C. Upper surface smooth ice D. Ice gorge above gage						Closed by Dana Harris (wellsville) on 01 Aug 2010 09:55AM					
E. Ice gorge below gage F. Shore ice G. Floating ice H. Pool stage						SUPERVISING OFFICE					
						BUF Buffalo					
						STATION INDEX NO.					
						30-9072-01					

EXHIBIT 39

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116 Fulton St.
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Primary Area of Expertise:

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3. The highest quality of the appropriate court graphic illustration necessary to support and demonstrate one's findings.

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EXHIBIT 41

EXHIBIT 41

EXHIBIT 41



JUL 14 2011 16:47:02

EXHIBIT 42

EXHIBIT 42

EXHIBIT 42



JUL 14 2011 18:10:22



JUL 14 2011 18:53:01



JUL 15 2011 10:04:55

EXHIBIT 43

EXHIBIT 43

EXHIBIT 43



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Press Release January 26, 2010

National Archives Announces New Ban on Photography

Washington, DC...On January 25, 2010, the National Archives announced in the Federal Register that filming, photographing, and videotaping by the public will be prohibited in all exhibition areas in the National Archives Building, Washington, DC, beginning February 25, 2010. The primary impetus for the new regulation was concern that the Charters of Freedom (the Declaration, the Constitution and the Bill of Rights) and other original documents on display in the National Archives Experience were at risk from exposure to flash photography.

The announcement followed a lengthy period of internal analysis and discussion and a 60-day comment period in which the public was invited to offer input. In spite of a more than 30-year-old regulation explicitly stating that flash photography was prohibited, prominent signs stating the policy throughout the exhibition areas, and security guards reminding the public, Archives staff estimated that the documents were subjected to approximately 50,000 flashes a year. While enforcement of this policy has always been a National Archives priority, new cameras with automatic flash have made the policy almost impossible to enforce.

The original documents displayed in the National Archives Experience are fragile and subject to fading from light. The National Archives must balance its commitment to making these founding documents available to the public with its mandate to preserve and protect them for future generations. Years of research and testing by top scientists have resulted in state-of-the-art encasements to protect the Charters of Freedom. Environmental recommendations and guidelines that include careful temperature and humidity controls, light levels below three foot candles, and light filters to remove ultraviolet radiation are closely adhered to in order to provide additional protection for our nation's heritage.

After close examination of the policy and consultation with National Archives preservation experts, the Archives determined that barring photography in the exhibition areas would help protect our nation's heritage for future generations.

Visitors who want an image of the Charters of Freedom or other original documents on display in the National Archives Experience may download them at no cost from www.archives.gov, visit the Resource Room adjacent to the Exhibition Hall for a free color copy, or visit the Archives Shop.

For Press information, contact the National Archives Public Affairs staff at 202-357-5300.

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EXHIBIT 44

EXHIBIT 44



JUL 15 2011 20:41:07

EXHIBIT 45

EXHIBIT 45

EXHIBIT 45



Products

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- ▶ Envelope feeders
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- ▶ Common Parts

Tech Support

- ▶ Main Support Page
- ▶ Maintenance kit Instructions
- ▶ Manuals & Drivers
- ▶ Print Defects
- ▶ Repetitive defects Ruler
- ▶ Error Codes
- ▶ Service Mode
- ▶ Clear Maint Count
- ▶ Cold Reset Instr.

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- ▶ Discussion Board

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- ▶ Saves money, jobs, the environment.

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Fuser cores wanted.

Laser printer print defects

Here is a list of common print defects found in laser printers. It is not a complete list but should cover 90% or more of the most common image defects.

[Background scatter](#)

[Black lines - parallel or perpendicular](#)

[Black pages](#)

[Blank page - all pages](#)

[Blank page - occasional](#)

[Blank spots](#)

[Bubble Print](#)

[Compressed Print](#)

[Contamination on back](#)

[Creases](#)

[Curl](#)

[Distorted image](#)

[Dropouts](#)

[Faded print/ bubbles](#)

[Fading print](#)

[Faulty Registration](#)

[Gray background](#)

[Horizontal black lines](#)

[Horizontal smudges](#)

[Horizontal white lines](#)

[Image Skew](#)

[Light print, dark print, or fade](#)

[Loose toner](#)

[Misshapen characters](#)

[Partial blank page](#)

[Repetitive Defects](#)

[Skew](#)

[Tire tracks](#)

[Toner smear](#)

[Toner specks](#)

[Vertical black lines](#)

[Vertical dots](#)

[Vertical white lines](#)

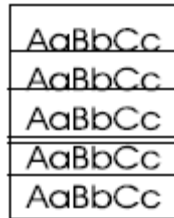
[White spots on black](#)

[White Stripes Parallel to Path](#)

Click the image for detailed information.



Background scatter



Black lines - parallel or perpendicular



Black page



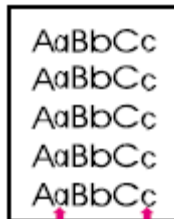
Blank page - [all](#) or [occasional](#) page



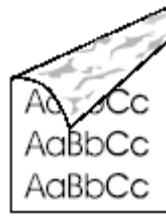
Blank spots



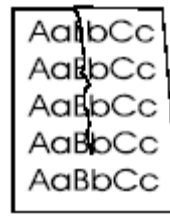
Bubble print



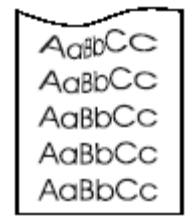
Compressed print



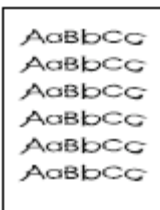
Contamination on back



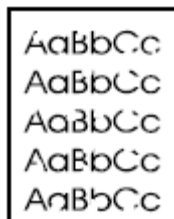
Creases



Curl



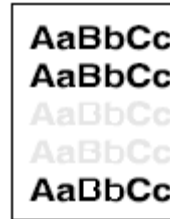
Distorted image



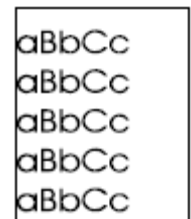
Dropouts



Faded print/ bubbles



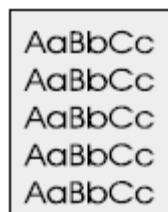
Fading print



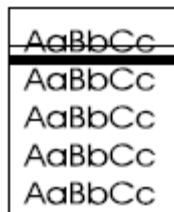
Faulty Registration



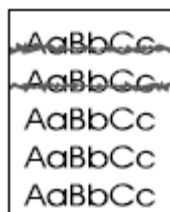
A+ Rating!



Gray background



Horizontal black lines



Horizontal smudges



Horizontal white lines

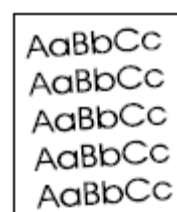
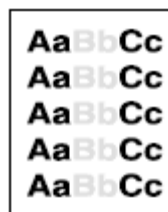
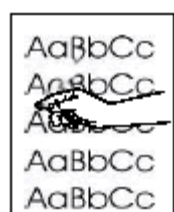


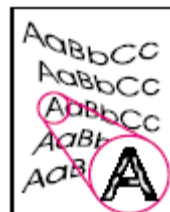
Image Skew



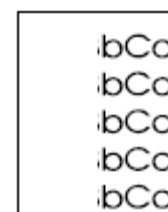
Light print, dark print, or fade



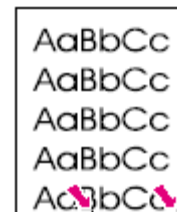
Loose toner



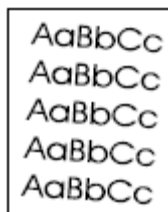
Misshapen characters



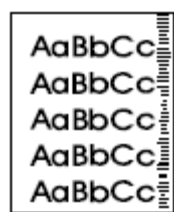
Partial blank page



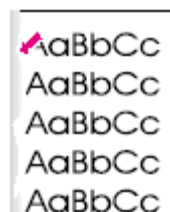
Repetitive Defects



Skew



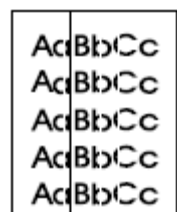
Tire tracks



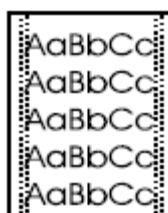
Toner smear



Toner specks



Vertical black lines



Vertical dots



Vertical white lines



White spots on black



White Stripes Parallel to Path

EXHIBIT 46

EXHIBIT 46

EXHIBIT 46



- Services
- Products
- Service Request
- Order Form
- Tech Tips
- Contact Us
- Home

IS/MIS

[Print Defects](#) | [Printer Error Problems](#)
[Network Problems/LAN Problems](#)

Print Defects



Banding

Banding appears as light and dark horizontal lines on a page that is supposed to be uniformly gray. It is due to variation in the speed of the paper as it moves from roll to roll during development or transfer. It is undetectable when printing text and is mostly noticeable on fine dot or horizontal line patterns. Inspect the gear train and the paper feed rollers for wear, damage, dirt or binds.

Background

Areas that are supposed to stay blank are getting small amounts of toner deposited on them. Clean the erase lamps and the printhead window. Rough paper can cause background on some papers. Change paper and run the print test again. Printing on coated paper can also cause background.

Users who run large jobs with very dense graphics in high humidity environments may get some print quality improvement from increasing the Transfer setting; users with more normal jobs will see no difference. Make sure the HVPS contacts to the transfer roll housing are in good condition.

Black Page

Black output is usually caused by an incorrect high voltage in the printing process, resulting in toner development on the entire photo-conductor drum. Check the condition of each HVPS contact and make sure they spring back when pressed. Check the continuity of the HVPS cable. Make sure the voltages are correct; if they are not, replace the engine board.

If no other trouble is found replace the HVPS.

Blank Paper

Inspect the printhead shutter for proper operation and make sure the actuator on the cartridge is present and extends into the printhead shroud when the printer top cover is closed. A failed printhead/laser will cause a Service error rather than blank output.

Check the continuity of the HPVS cable. The HPVS and transfer roll contacts should be clean and spring back when pressed. Make sure the transfer roll contact under the left bearing is making contact with the HVPS.

Blurred or Fuzzy Print

This can be caused by a damaged gear train or by paper slippage in the feed roll or transfer roll. Also see Banding.

Inspect the HVPS contacts; make sure each spring loaded contact returns when pressed and released. Inspect the transfer roll housing contacts for damage or contamination. Check the gear train for damage, binds, or wear.

Dead Machine

Possible causes: no voltage reaching the printer, LVPS failure, blown LVPS fuse, failure of the On/Off switch linkage, or a shorted electrical component.

Check for the indicated voltages at the LVPS connection to the engine board. If no voltages are present, check fuse and the poser switch before replacing the LVPS.

If some voltages are present but all are not correct, disconnect all cables except the LVPS from the engine board.

TESTIMONIALS

"We are one of the largest companies in Orange County and been using service from ALPS for nine years now. We have consistently received an excellent level of support from ALPS with service and supplies. ALPS has been a great partner and has met or exceeded our expectations for our office equipment needs. We highly recommend ALPS."

R. Thompson

(Areas of the page are covered by faint 6 mm circles).

This print defect is usually caused by the print cartridge. If it is not the problem, verify that the tab on the transfer roll housing is touching the contact on the HVPS; the transfer roll housing should have continuity to ground. Make sure the HVPS ground lead to the side frame is in place and making good contact.

Horizontal Void or Streak

This is usually due to the cartridge not being installed correctly. Check the printhead/laser area for obstructions, and check the mechanical workings of the print cartridge and printhead shutter. If nothing is found, see "[Blank Page](#)" and follow those instructions.

Light Print

Light print is frequently caused by a worn out print cartridge. Clean the transfer roll by powering on and off two or three times, leaving the printer on for about two minutes each time. Other causes are the same as for "[Blank Page](#)".

Make sure Print Darkness on the customer/operator menu is set to Normal or Dark. Increasing the diagnostics mode Print Contrast setting will darken print further. On some HP printers lowering the number increases the density.

PostScript emulation output may appear lighter than PCL emulation output or a test print; this is not a defect. Verify on the Print Test that the print is too light before performing service.

Regularly Spaced Marks

This is caused by a defect on one of the rolls or gears in the print process. The damaged part can be determined by the spacing of the marks. Find and replace the damaged part.

Residual Image

Residual Image - the "walking" of a leftover image down the page - is probably the result of failed erase lamps not discharging the photoconductor, or of a failed cleaner inside the print cartridge. It can also be caused by a failed fuser hot roll retaining toner and redepositing on the page. Check that the erase lamp voltage at engine board is +24 VDC and that the cable has continuity.

To test the erase lamps, jumper engine board to ground.

Random Marks

Random marks are nearly always due to a mechanical problem or due to foreign matter loose in the printer or in the print cartridge.

Vertical Void or Streak

Do a developed image test to determine if the defect is occurring before or after the transfer process.

If you see the defect on the photoconductor beam path, check the operation of the printhead shutter/laser beam path and clean the window with a lint-free cloth folded over a cotton swab; do not use a bare swab and do not use any cleaning fluids or water on the printhead/laser window. Inspect the HVPS. Make sure the HVPS contacts are clean and spring back when pressed.

Printer Error Problems

Fuser Error

Check the connection and continuity of the cable from the fuser exit sensor board to engine board. check the thermistor condition and connection.

Check the thermistor resistance at engine board. It should be from 100k Ohms when cold; it may be as low as 2.3k Ohms when hot, but increase quickly as the fuser cools.

Network/LAN Problems

LAN Problems

You cannot find a printer or network problem, but jobs still do not print.

If the network card checks out successfully, the problem may be with the hardware or software outside of the network card. Below are

- Make sure the network protocol you want is enabled from the printer operator panel.
- Verify proper print queue and printer driver configuration.
- Verify the adapter port has been associated.
- Verify correct installation of the software utility.
- Single route broadcast not supported across network bridge, if bridge is used.
- Server problem: check print server installation and configuration using the appropriate system guide to operations.

Network Card 977 Errors

All network card errors are recorded in the error log. If there are errors in the log, POR several times and take the appropriate action for the displayed error code.

For Service Call 800-LASER50

EXHIBIT 47

EXHIBIT 47

EXHIBIT 47

Print-Quality Problems

This topic includes:

- "Diagnosing Print-Quality Problems" on page 4-24
- "Repeating Defects" on page 4-29

Your printer is designed to produce consistently high-quality prints. If you observe print-quality problems, use the information on these pages to troubleshoot them.

For detailed, online support information, go to www.xerox.com/office/infoSMART.

Caution

If you change the type of paper in a tray, you **must** change the paper type and size on the front panel to match the paper that you loaded. **If you fail to do this, print-quality problems can occur and the fuser can be damaged.**

Diagnosing Print-Quality Problems

Caution

Damage caused by using unsupported paper, transparencies, and other specialty media is not covered by the Xerox warranty, service agreement, or Total Satisfaction Guarantee. The Total Satisfaction Guarantee is available in the United States and Canada. Coverage may vary outside these areas; please contact your local representative for details.

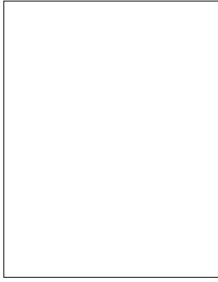
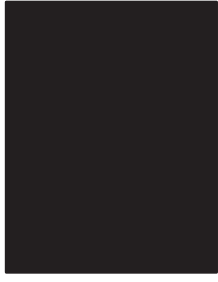
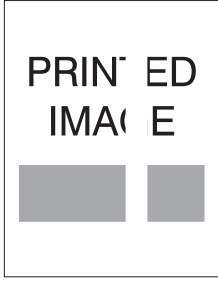
Use the following table to find specific solutions to print-quality problems.

Diagnosing Print-Quality Problems

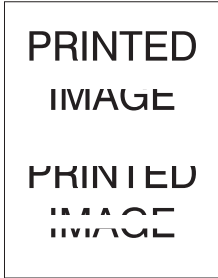
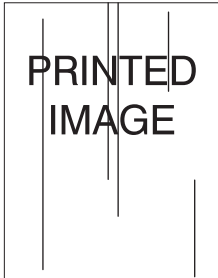
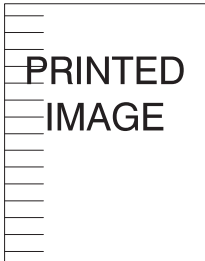
Problem	Causes	Solutions
Light Prints The overall image is lighter than normal.	<ol style="list-style-type: none"> 1. The paper may be damp. 2. You may be using Draft mode. 3. The toner level may be low. 	<ol style="list-style-type: none"> 1. Replace the paper. 2. Turn off Draft mode. 3. If the print cartridge is low on toner, replace it.




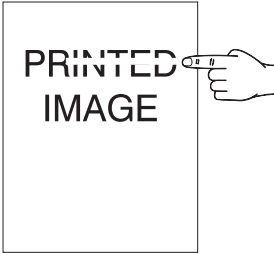
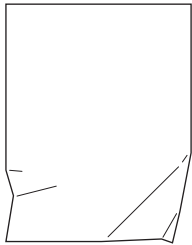
Diagnosing Print-Quality Problems (Continued)

Problem	Causes	Solutions
<p>Blank Prints The entire printed page is blank with no visible print.</p> 	<ol style="list-style-type: none"> 1. If you just installed a new print cartridge, the yellow sealing tape may still be in place. 2. Multiple sheets may have been fed from the paper tray at the same time. 3. Printable data may not have been received from the computer. 	<ol style="list-style-type: none"> 1. Remove the tape. 2. Remove the paper from the paper tray and fan it. Also, ensure that the paper is correctly loaded in the tray. 3. To test this, print a Configuration Page. If the Configuration Page is normal, check the interface cable between the computer and printer, the printer setup, and application software. If the Configuration Page is blank, replace the print cartridge and reprint the Configuration Page. If the Configuration Page still is blank, contact your Customer Support Center.
<p>Black Prints The entire printed page is black.</p> 	<ol style="list-style-type: none"> 1. The print cartridge may be defective. 2. Printable data from the computer may be corrupted. 	<ol style="list-style-type: none"> 1. Replace the print cartridge. 2. To test this, print a Configuration Page. If the Configuration Page is normal, check the interface cable between the computer and the printer, and the application software. If the connections appear normal, contact your Customer Support Center.
<p>Vertical Line Deletions There are localized print deletions forming narrow lines.</p> 	<ol style="list-style-type: none"> 1. The print cartridge may not be installed correctly. 2. The print cartridge may be defective or at the end of its life. 3. The transfer roller may be defective. 	<ol style="list-style-type: none"> 1. Remove and re-install the print cartridge. 2. Replace the print cartridge. 3. Replace the transfer roller (in the maintenance kit).



Diagnosing Print-Quality Problems (Continued)

Problem	Causes	Solutions
<p>Horizontal Line Deletions</p> <p>There are localized print deletions appearing as bands running across the paper.</p> 	<ol style="list-style-type: none"> 1. The paper may be defective with creases, folds, etc. 2. The print cartridge may be defective or at the end of its life. 3. The transfer roller may be defective. 	<ol style="list-style-type: none"> 1. Replace the paper. 2. Replace the print cartridge. 3. Replace the transfer roller (in the maintenance kit).
<p>Vertical Dark Streaks</p> <p>There are black lines running across the print.</p> 	<ol style="list-style-type: none"> 1. The print cartridge may be defective or at the end of its life. 2. The paper path may be contaminated with toner. 3. The fuser may be defective. 	<ol style="list-style-type: none"> 1. Replace the print cartridge. 2. Print several blank sheets of paper to remove the toner accumulations. 3. Replace the fuser (in the maintenance kit).
<p>Repetitive Horizontal Dark Streaks</p> <p>There are black lines running across the page. For more information, see "Repeating Defects" on page 4-29.</p> 	<ol style="list-style-type: none"> 1. The paper path may be contaminated with toner. 2. The print cartridge may be defective or at the end of its life. 3. The fuser may be defective. 4. The transfer roller may be defective. 	<ol style="list-style-type: none"> 1. Print several blank sheets of paper to remove the toner accumulations. 2. Replace the print cartridge. 3. Replace the fuser (in the maintenance kit). 4. Replace the transfer roller (in the maintenance kit).

Diagnosing Print-Quality Problems (Continued)

Problem	Causes	Solutions
<p>Dark Spots or Marks</p> <p>There are dark spots or marks on the page in a random pattern.</p> 	<ol style="list-style-type: none"> 1. The paper path may be contaminated with toner. 2. The print cartridge may be defective. 3. The fuser may be defective. 4. The transfer roller may be defective. 	<ol style="list-style-type: none"> 1. Print several blank sheets of paper to remove the toner accumulations. 2. Replace the print cartridge. 3. Replace the fuser (in the maintenance kit). 4. Replace the transfer roller (in the maintenance kit).
<p>Unfused or Partially Fused Image</p> <p>The printed image is not fully fused to the paper and easily rubs off.</p> 	<ol style="list-style-type: none"> 1. The paper may be damp. 2. Heavy or unusual paper may be in the tray. 3. The printer may be located in an environment with extreme temperature or humidity. 4. The fuser may be defective. 	<ol style="list-style-type: none"> 1. Replace the paper. 2. Replace that paper with approved paper. Make sure that the fuser temperature is set correctly for the paper type. 3. Make sure that the printer is located in an environment with the temperature between 5° and 35° C (41° and 95° F) and the relative humidity between 15% and 85%. Move the printer to a suitable area, away from air conditioning vents, open loading docks, etc. 4. Replace the fuser (in the maintenance kit).
<p>Wrinkled Prints</p> <p>The prints are wrinkled, creased, or torn.</p> 	<ol style="list-style-type: none"> 1. The paper is not loaded correctly in the appropriate tray. 2. The paper may be in poor condition. 3. The paper may be damp. 4. The fuser may be at the end of its life. 	<ol style="list-style-type: none"> 1. Verify that the paper is correctly loaded in the appropriate tray. 2. Replace the paper. 3. Replace the paper. 4. Replace the fuser (contained in the maintenance kit).

Diagnosing Print-Quality Problems (Continued)

Problem	Causes	Solutions
<p>Blurred Prints The image is blurred at the edges.</p> 	<ol style="list-style-type: none"> 1. The paper may be in poor condition. 2. The paper may be damp. 3. The print cartridge may be defective. 	<ol style="list-style-type: none"> 1. Replace the paper. 2. Replace the paper. 3. Replace the print cartridge.
<p>Random or Spot Deletions Areas of the print are extremely light or missing.</p> 	<ol style="list-style-type: none"> 1. The paper may be in poor condition. 2. The paper may be damp. 3. The print cartridge may be defective or at the end of its life. 	<ol style="list-style-type: none"> 1. Replace the paper. 2. Replace the paper. 3. Replace the print cartridge.

Repeating Defects

Refer to the table below if you observe a repeating defect, appearing multiple times at regular intervals on the page, on your print jobs.

Recurring Marks, Spots, Lines, or Voids

Replace this Supply...	if the defect occurs every:
Print Cartridge	38 mm (1.5 in.)
	52 mm (2.0 in.)
	94.4 mm (3.72 in.)
Transfer Roller	51 mm (2.0 in.)
Fuser	94.2 mm (3.7 in.)

Different supplies may create print defects with similar measurements. To identify the faulty supply:

1. Replace the print cartridge (do not discard the packaging).
2. If the problem continues, then remove and repackage the new print cartridge.
3. Reinstall the original print cartridge, then replace the maintenance kit (fuser and transfer roller).
4. If the problem continues, contact your Customer Support Center.

EXHIBIT 48

EXHIBIT 48

EXHIBIT 48

Third Printing

EVIDENTIAL DOCUMENTS

By

JAMES V. P. CONWAY

Examiner of Questioned Documents

San Francisco, California

Postal Inspector

in charge

San Francisco Identification Laboratory

U. S. Postal Inspection Service



CHARI

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Salem, Oregon 97302-2121
FAX: 503-588-03-98
1-800-852-0300

PUBLISHER

SIMULATED SIGNATURES

Simulated signatures are freehand drawings in imitation of a model signature. There are two basic classes of simulations. The more common involves the use of an actual model document. This model is placed in proximity to the document to be forged, and the forger copies with pen or pencil his conception of the form of the genuine signature model, in the manner of the artist sketching from a live model.

A studied simulation from a master model signature usually embodies a slow drawing movement, unnatural starts and stops, a lack of rhythm, and uncertainty of letter conformations. Touch-up strokes and patchings are common also because the forger by simulation, like the artist, is his own severest critic. He is rarely content with his efforts without adding a few "improving" and "correcting" touches.

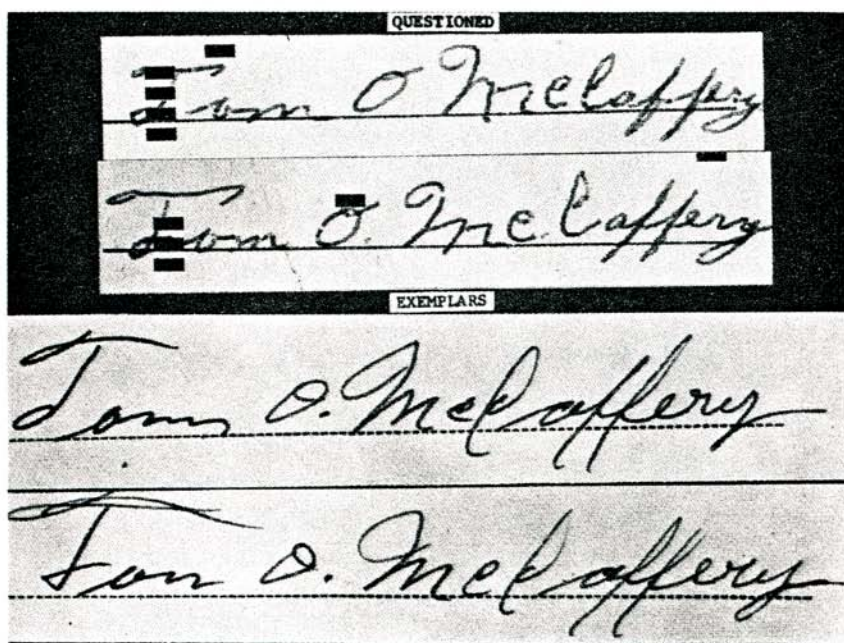


Figure 8. Upper signatures are simulated forgeries of lower authentic signatures. Compare uncertainty of forgeries with naturalness of genuine signatures, despite lack of writing skill in latter.

EXHIBIT 49

EXHIBIT 49

EXHIBIT 49

History for Buffalo, NY

Thursday, July 14, 2011

Thursday, July 14, 2011[« Previous Day](#)

July

14 2011

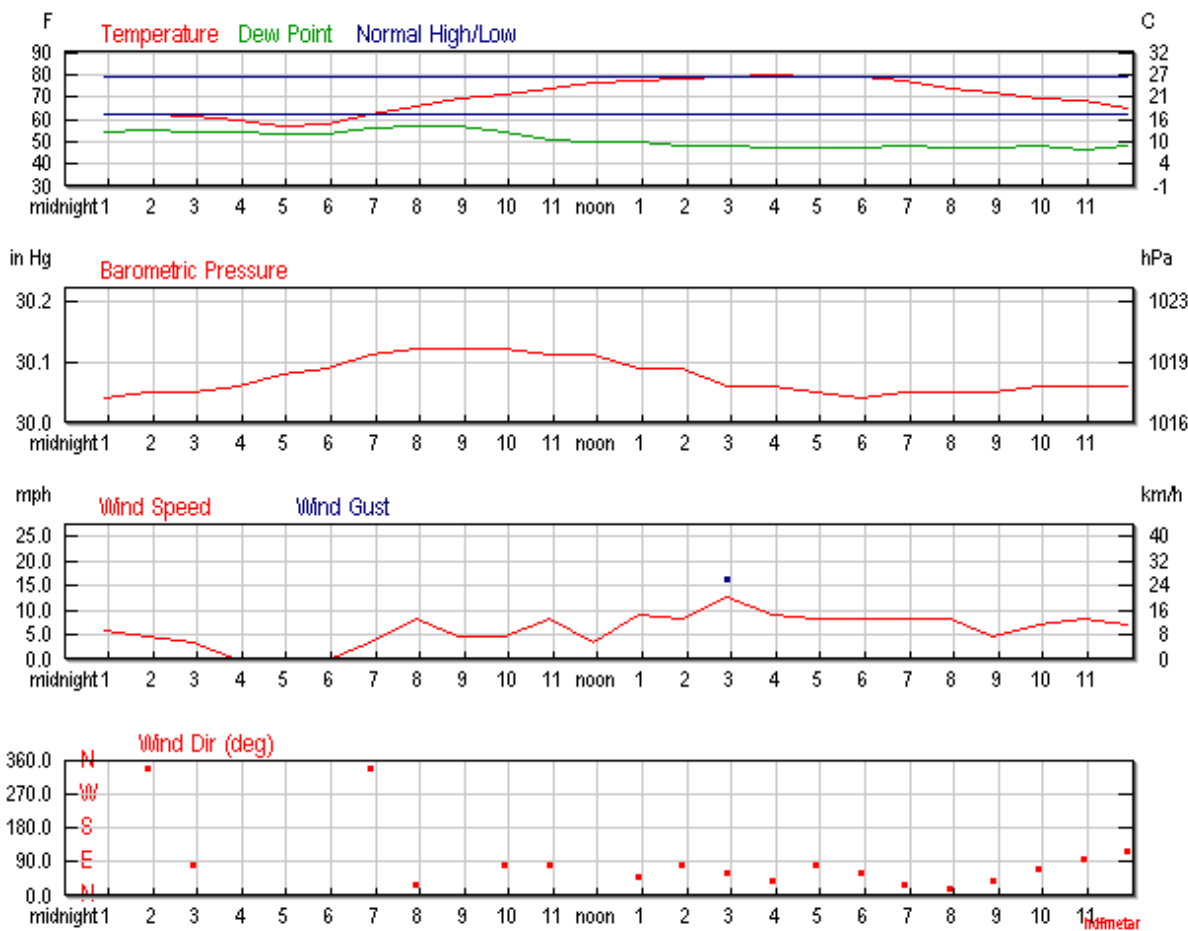
[View](#)[Next Day »](#)**Daily**[Weekly](#)[Monthly](#)[Custom](#)

	Actual	Average	Record
Temperature			
Mean Temperature	69 °F	71 °F	
Max Temperature	81 °F	80 °F	92 °F (2005)
Min Temperature	57 °F	63 °F	50 °F (1884)
Degree Days			
Heating Degree Days	0	0	
Month to date heating degree days	0	8	
Since 1 June heating degree days	36	73	
Since 1 July heating degree days	0	8	
Cooling Degree Days	4	7	
Month to date cooling degree days	106	85	
Year to date cooling degree days	252	218	
Since 1 June cooling degree days	203	186	
Growing Degree Days	19 (Base 50)		
Moisture			
Dew Point	52 °F		
Average Humidity	60		
Maximum Humidity	86		
Minimum Humidity	33		
Precipitation			
Precipitation	0.00 in	0.10 in	1.39 in (1945)
Month to date precipitation	1.03	1.44	
Year to date precipitation	27.93	20.22	
Snow			
Snow	0.00 in	0.00 in	0.00 in ()
Month to date snowfall	0.0	0.0	
Since 1 June snowfall	0.0	0.0	
Since 1 July snowfall	0.0	0.0	
Snow Depth	0.00 in		
Sea Level Pressure			
Sea Level Pressure	30.07 in		
Wind			
Wind Speed	6 mph (NE)		
Max Wind Speed	14 mph		

	Actual	Average	Record
Max Gust Speed	18 mph		
Visibility	10 miles		
Events			

T = Trace of Precipitation, MM = Missing Value

Source: NWS Daily Summary



[Certify This Report](#)

Hourly Observations

Time (EDT)	Temp.	Dew Point	Humidity	Pressure	Visibility	Wind Dir	Wind Speed	Gust Speed	Precip	Events
12:54 AM	63.0 °F	55.0 °F	75%	30.04 in	10.0 mi	North	5.8 mph	-	N/A	
1:54 AM	63.0 °F	55.9 °F	78%	30.05 in	10.0 mi	NNW	4.6 mph	-	N/A	
2:54 AM	62.1 °F	55.0 °F	78%	30.05 in	10.0 mi	East	3.5 mph	-	N/A	
3:54 AM	60.1 °F	55.0 °F	83%	30.06 in	10.0 mi	Calm	Calm	-	N/A	
4:54 AM	57.9 °F	54.0 °F	87%	30.08 in	10.0 mi	Calm	Calm	-	N/A	
5:54 AM	59.0 °F	54.0 °F	83%	30.09 in	10.0 mi	Calm	Calm	-	N/A	

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Time (EDT)	Temp.	Dew Point	Humidity	Pressure	Visibility	Wind Dir	Wind Speed	Gust Speed	Precip	Events
6:54 AM	63.0 °F	57.0 °F	81%	30.11 in	10.0 mi	NNW	3.5 mph	-	N/A	
7:54 AM	66.9 °F	57.9 °F	73%	30.12 in	10.0 mi	NNE	8.1 mph	-	N/A	
8:54 AM	70.0 °F	57.9 °F	65%	30.12 in	10.0 mi	Variable	4.6 mph	-	N/A	
9:54 AM	72.0 °F	55.0 °F	55%	30.12 in	10.0 mi	East	4.6 mph	-	N/A	
10:54 AM	75.0 °F	52.0 °F	44%	30.11 in	10.0 mi	East	8.1 mph	-	N/A	
11:54 AM	77.0 °F	51.1 °F	40%	30.11 in	10.0 mi	Variable	3.5 mph	-	N/A	
12:54 PM	78.1 °F	51.1 °F	39%	30.09 in	10.0 mi	NE	9.2 mph	-	N/A	
1:54 PM	79.0 °F	48.9 °F	35%	30.09 in	10.0 mi	East	8.1 mph	17.3 mph	N/A	
2:54 PM	80.1 °F	48.9 °F	34%	30.06 in	10.0 mi	ENE	12.7 mph	16.1 mph	N/A	
3:54 PM	81.0 °F	48.0 °F	31%	30.06 in	10.0 mi	NE	9.2 mph	-	N/A	
4:54 PM	80.1 °F	48.0 °F	32%	30.05 in	10.0 mi	East	8.1 mph	-	N/A	
5:54 PM	80.1 °F	48.0 °F	32%	30.04 in	10.0 mi	ENE	8.1 mph	-	N/A	
6:54 PM	78.1 °F	48.9 °F	36%	30.05 in	10.0 mi	NNE	8.1 mph	-	N/A	
7:54 PM	75.0 °F	48.0 °F	38%	30.05 in	10.0 mi	NNE	8.1 mph	-	N/A	
8:54 PM	73.0 °F	48.0 °F	41%	30.05 in	10.0 mi	NE	4.6 mph	-	N/A	
9:54 PM	70.0 °F	48.9 °F	47%	30.06 in	10.0 mi	ENE	6.9 mph	-	N/A	
10:54 PM	69.1 °F	46.9 °F	45%	30.06 in	10.0 mi	East	8.1 mph	-	N/A	
11:54 PM	66.0 °F	48.9 °F	54%	30.06 in	10.0 mi	ESE	6.9 mph	-	N/A	

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History for Buffalo, NY

Friday, July 15, 2011

Friday, July 15, 2011[« Previous Day](#)

July

15 2011

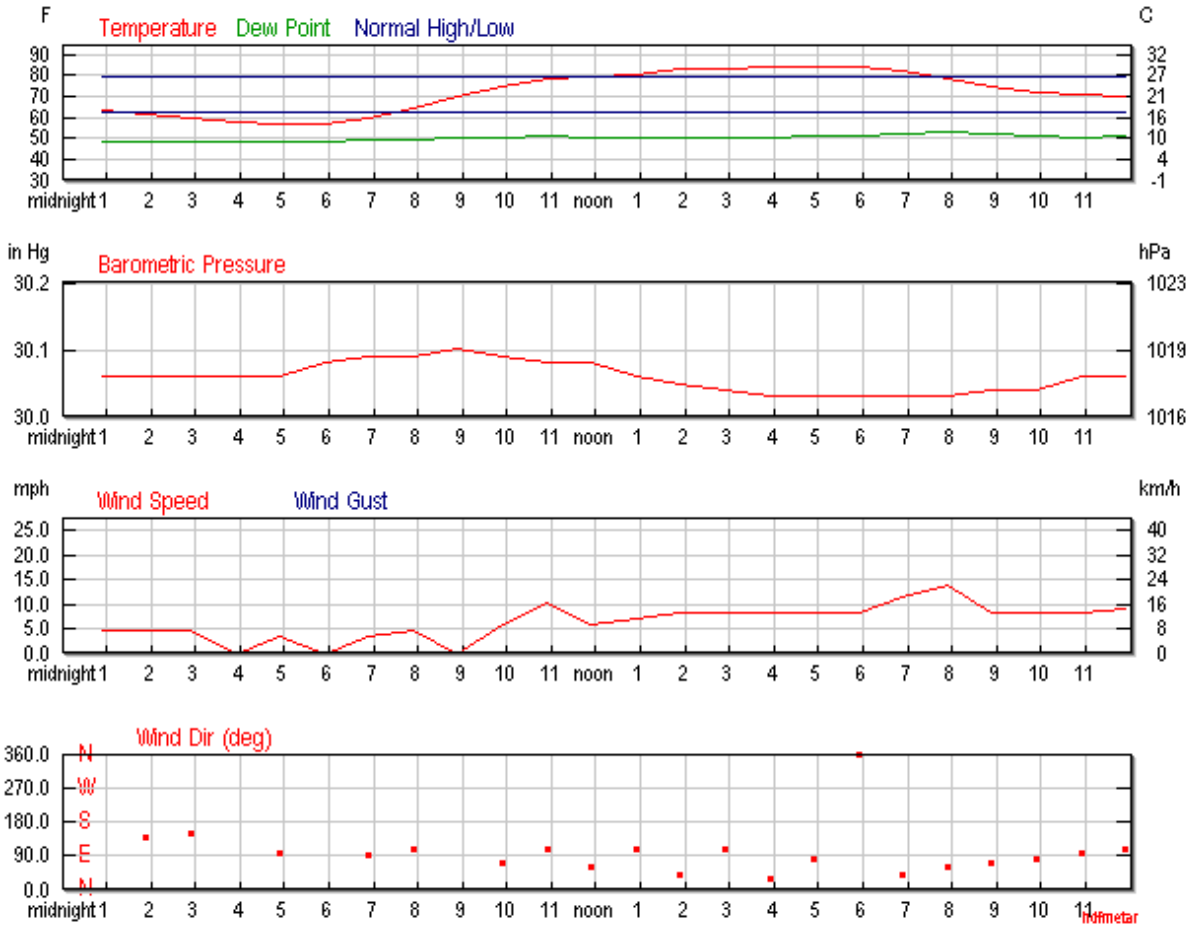
[View](#)[Next Day »](#)**Daily**[Weekly](#)[Monthly](#)[Custom](#)

	Actual	Average	Record
Temperature			
Mean Temperature	72 °F	71 °F	
Max Temperature	86 °F	80 °F	97 °F (1995)
Min Temperature	58 °F	63 °F	49 °F (1960)
Degree Days			
Heating Degree Days	0	0	
Month to date heating degree days	0	8	
Since 1 June heating degree days	36	73	
Since 1 July heating degree days	0	8	
Cooling Degree Days	7	7	
Month to date cooling degree days	113	92	
Year to date cooling degree days	259	225	
Since 1 June cooling degree days	210	193	
Growing Degree Days	20 (Base 50)		
Moisture			
Dew Point	51 °F		
Average Humidity	52		
Maximum Humidity	72		
Minimum Humidity	32		
Precipitation			
Precipitation	0.00 in	0.10 in	1.29 in (1992)
Month to date precipitation	1.03	1.54	
Year to date precipitation	27.93	20.32	
Snow			
Snow	0.00 in	0.00 in	0.00 in ()
Month to date snowfall	0.0	0.0	
Since 1 June snowfall	0.0	0.0	
Since 1 July snowfall	0.0	0.0	
Snow Depth	0.00 in		
Sea Level Pressure			
Sea Level Pressure	30.06 in		
Wind			
Wind Speed	6 mph (East)		
Max Wind Speed	17 mph		

	Actual	Average	Record
Max Gust Speed	20 mph		
Visibility	10 miles		
Events			

T = Trace of Precipitation, MM = Missing Value

Source: NWS Daily Summary



[Certify This Report](#)

Hourly Observations

Time (EDT)	Temp.	Heat Index	Dew Point	Humidity	Pressure	Visibility	Wind Dir	Wind Speed	Gust Speed	Pr
12:54 AM	64.0 °F	-	48.9 °F	58%	30.06 in	10.0 mi	ESE	4.6 mph	-	N
1:54 AM	62.1 °F	-	48.9 °F	62%	30.06 in	10.0 mi	SE	4.6 mph	-	N
2:54 AM	61.0 °F	-	48.9 °F	64%	30.06 in	10.0 mi	SSE	4.6 mph	-	N
3:54 AM	59.0 °F	-	48.9 °F	69%	30.06 in	10.0 mi	Calm	Calm	-	N

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Time (EDT)	Temp.	Heat Index	Dew Point	Humidity	Pressure	Visibility	Wind Dir	Wind Speed	Gust Speed	Pr
4:54 AM	57.9 °F	-	48.9 °F	72%	30.06 in	10.0 mi	East	3.5 mph	-	N
5:54 AM	57.9 °F	-	48.9 °F	72%	30.08 in	10.0 mi	Calm	Calm	-	N
6:54 AM	60.1 °F	-	50.0 °F	69%	30.09 in	10.0 mi	East	3.5 mph	-	N
7:54 AM	64.9 °F	-	50.0 °F	58%	30.09 in	10.0 mi	ESE	4.6 mph	-	N
8:54 AM	71.1 °F	-	51.1 °F	49%	30.10 in	10.0 mi	Calm	Calm	-	N
9:54 AM	75.9 °F	-	51.1 °F	42%	30.09 in	10.0 mi	ENE	5.8 mph	-	N
10:54 AM	79.0 °F	-	52.0 °F	39%	30.08 in	10.0 mi	ESE	10.4 mph	-	N
11:54 AM	80.1 °F	-	51.1 °F	36%	30.08 in	10.0 mi	ENE	5.8 mph	-	N
12:54 PM	81.0 °F	-	51.1 °F	35%	30.06 in	10.0 mi	ESE	6.9 mph	-	N
1:54 PM	84.0 °F	-	51.1 °F	32%	30.05 in	10.0 mi	NE	8.1 mph	-	N
2:54 PM	84.0 °F	-	51.1 °F	32%	30.04 in	10.0 mi	ESE	8.1 mph	-	N
3:54 PM	84.9 °F	-	51.1 °F	31%	30.03 in	10.0 mi	NNE	8.1 mph	-	N
4:54 PM	84.9 °F	-	52.0 °F	32%	30.03 in	10.0 mi	East	8.1 mph	-	N
5:54 PM	84.9 °F	-	52.0 °F	32%	30.03 in	10.0 mi	North	8.1 mph	-	N
6:54 PM	82.9 °F	81.8 °F	53.1 °F	36%	30.03 in	10.0 mi	NE	11.5 mph	-	N
7:54 PM	79.0 °F	-	54.0 °F	42%	30.03 in	10.0 mi	ENE	13.8 mph	17.3 mph	N
8:54 PM	75.9 °F	-	53.1 °F	45%	30.04 in	10.0 mi	ENE	8.1 mph	-	N
9:54 PM	73.0 °F	-	52.0 °F	48%	30.04 in	10.0 mi	East	8.1 mph	-	N
10:54 PM	72.0 °F	-	51.1 °F	48%	30.06 in	10.0 mi	East	8.1 mph	-	N
11:54 PM	71.1 °F	-	52.0 °F	51%	30.06 in	10.0 mi	ESE	9.2 mph	-	N

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About Our Data

Forecasts

All of our forecasts are generated from our proprietary forecasting system that leverages our vast amount of neighborhood weather data that we get from our community - we refer to the system as Best Forecast™.

Our ever-expanding network of 22,000+ personal weather stations is the largest of its kind and provides us with a unique ability to provide the most local forecasts based on actual weather data points. BestForecast™ uses the most innovative forecast models available and cross-verifies their output with all of the localized data points. Only our unrivalled amount of local neighborhood weather data can generate forecasts for your front door.

For US locations we give users the option to switch to view the forecasts generated from the National Weather Service's National Digital Forecast Database (NDFD). In a step to create an unprecedented level of transparency to our forecasting, we publish the recent accuracy of our forecasts for every US location alongside the accuracy of the NDFD forecasts.

U.S. Current Conditions

U.S. current conditions data comes from over 42,000 weather stations across the country including:

- **Almost 2,000 Automated Surface Observation System (ASOS)** stations located at [airports](#) throughout the country. These are maintained by the [Federal Aviation Administration](#) and observations are updated hourly, or more frequently when adverse weather affecting aviation occurs (low visibility, precipitation, etc).
- **Over 16,000 Personal Weather Stations (PWS's)** that are part of Weather Underground's ever-expanding [PWS network](#). Stations are put through strict quality controls and observations are updated as often as every 2.5 seconds.
- **Over 26,000 weather stations** that are part of the Meteorological Assimilation Data Ingest System (MADIS) which is managed by the National Oceanic and Atmospheric Administration (NOAA). For further information, see <http://www-sdd.fsl.noaa.gov/MADIS>.

When a visitor requests current conditions from wunderground.com, the geographically closest station is displayed. There is also a Station Select button, which shows a list of the next closest stations.

International Current Conditions

International current conditions are collected directly from more than 29,000 weather stations located in countries around the globe including:

- About 6,000 automated weather stations operating at airports. Here is a [list](#) of the stations. Typically these stations are owned by government agencies and international airports and data is updated at 1, 3, or 6 hour intervals, depending upon the station.
- Over 8,000 [Personal Weather Stations](#) (PWS's) and 16,000 MADIS stations.

EXHIBIT 50

EXHIBIT 50

EXHIBIT 50



BLANCO & Associates Inc.
Forensic Document Examiners

San Francisco Office

55 New Montgomery Street, Suite 712
San Francisco, CA 94105
Phone (415) 618-0068

Washington D.C. Office

1629 K Street N.W. Suite 300
Washington, DC 20006
Phone (202) 821-1822

Los Angeles Office

655 N. Central Ave 17th FL
Glendale, CA 91203
Phone (818) 545-1155

TESTIMONY APPEARANCES

05/05/08 Los Angeles Superior Court, 111 Hill Street

Hon. Fahey
Dept. 78
Re: Shahram Elyaszadeh v. Homayoun Neman, et al.
Jules L. Kabat, Robert Satterthwaite

09/11/08 Los Angeles Superior Court, 111 Hill Street

Hon. William McLaughlin
Dept. 89
Re: Brown v. Johnson, et al; LASC Case No.: BC 374 660
Attorney Lee Dicker

10/16/08 Los Angeles Superior Court, Norwalk

Hon. Dewey L. Falcone
Dept. W
Re: Enrico Enciso
Attorney Tom Ravatt

11/19/08 Los Angeles Superior Court, Burbank

Hon. Dennis Shanklin
Dept. 3
Re: Syzanne Savage v. Toni Stutson
Attorney Mike Steinager for the Defendant

11/21/08 San Francisco Federal Immigration Court

Hon. Brian H. Simpson, Immigration Judge
Dept. 5
Re: Melese, Hailu Gabriel
Attorney Yemi Getachew for the Defendant

02/10/09 Los Angeles Superior Court, Hill Street

Hon. Maren E. Nelson, Dept 60
Marva v. Williams
Attorney George Seidi

02/23/09 Las Vegas, Nevada

Hon. Valerie Adair
Dept. 21
Re: Cameo Model & Talent Agency, LLC v. The Agency, LV, et al.
Attorney Gus W. Flangas, Esq.

04/03/09 Los Angeles Superior Court, Hill Street

Hon. Charles F. Palmer
Dept 33
Re:
Attorney Rodney Bell

05/06/09 Los Angeles Superior Court, Hill Street
Hon. O'Donnel
Dept. 37
Re: Sarvary vs. Voges
Attorney Richard S. Van Dyke

05/22/09 Yolo County Superior Court, Woodland, CA
Hon. Timothy Fall
Dept. 2
Re: Dev matter
Attorney Michael Rothchild

06/25/09 Calaveras County Superior Court, San Andreas, CA
Hon. Martin
Dept. 6
Re: Adams v. Berghouse, et al.
Case #CV34998
Attorney Reg J. Lormon

07/07/09 US District Court Central District California
Hon. Fairbank
Dept. 9
Re: Amy Alcini, et al. v. Northwestern Mutual Life Insurance Co., et al. (Kay Cole, deceased)
Case # CV-08-02889-VBF (AJWx)
Attorney Rafael Bernardino, Jr.

07/13/09 Unites States Immigration Court, San Francisco
Hon. Robert Yeargin
Courtroom 6
Re: Amarjit Singh
Attorney Arwen Swink, Esq.

08/28/09 CA Superior Court, Glendale (LA area)
Hon. Matz
Dept. E
Re: Toni Stutson v. Susane Savage
Michael G. Steiniger, Esq.

09/24/09 Deposition, Irvine CA
Re: Century 21 Landmark Properties; Alan Fasnacht, Lynn Fasnacht
Deposed by
Defended by Charles Shelton, Esq.

09/29/09 Deposition, San Diego CA
Re: Somo v. Chevron
Deposed by John H. Reaves, Esq.
2488 Historic Decatur Rd, Ste 200
San Diego, CA 92106
Defended by Julie Trotter, Esq.

10/08/09 Sacramento Superior Court, CA
Jury Trial
Hon. Judge David Brown
Dept. 17
Re: People v. Embra
For the Defense, Maura De La Rosa

- 11/12/09 Superior Court of California, County of Santa Clara
Deposition (in Los Altos, CA)
Re: Marriage Of Ebrahimi
Judge Berra
Deposed by Abbas Hadjian, Esq.
Defended by Rod Firoozye, Esq. (for Plaintiff Armin Ebrahimi)
- 11/19/09 Los Angeles Superior Court, CA (Hill Street)
Bench Trial
Dept 9, Judge Goetz
Re: Garrison
Stephen Moeller
- 12/14/09 Santa Monica, CA
Deposition
Re: Garrison
Defended by Stephen Moeller
- 12/17/09 Superior Court of California, County of Santa Clara
San Mateo, CA
Judge Berra (San Mateo)
Re: Marriage Of Ebrahimi
Rod Firoozye for Armin Ebrahimi
- 12/18/09 Deposition testimony in San Francisco re: 3EB Case
- 01/14/10 Los Angeles Superior Court, CA (111 Hill Street)
Bench Trial
Dept 9, Judge Goetz
Re: Garrison
Stephen Moeller
- 02/16/10 Oceanside, CA
Deposition
Re: City of Oceanside v. Judd
- 03/05/10 Los Angeles Superior Court, CA (111 Hill Street)
Bench Trial
Dept 9, Judge Goetz
Re: Garrison
Stephen Moeller
- 03/09/10 San Jose, CA
Deposition
Re: Stanley Doty, Trustee of JDP Trust v. Cava Valley Roofing, et al.
Shawn E. Cowles, Esq.
- 04/09/10 Irvine, CA
Deposition
Re: Martinez v. Williams
Warren Miller
- 04/12/10 San Francisco, CA
Jury Trial
Hon. Tomar Mason, Courtroom 606
Re: Julius Castle
Jay T. Jambeck, The Schinner Law Group

- 05/11/10 Emeryville, CA
Deposition
Re: Shirley Hwang v. Winston Lum
Nancy Davis, Esq. of Holme Roberts & Owen LLP
- 05/12/10 Santa Monica, CA
Re: Nunnari v. Cecchi Gori Pictures
Erica E. Hayward, Esq.
- 05/21/10 San Francisco, CA
Deposition
Re: Beijing Tong Ren Tang (USA), Corp. vs. TRT USA Corp et al
Jing James Li, Ph.D. of Greenberg Taurig LLP
- 05/24/10 San Francisco, CA
Deposition
Bradley J. Jameson, Esq.
Re: Sean C. McKean, Shawn P. McIlvenna v. Stephen E. Lawrence, Sophie Gasparatos
- 08/06/10 Santa Ana, CA
Federal Courthouse
Hon. Albert
Re: Petition of William E. Preston
Larry Halperine, Esq.
- 08/13/10 San Francisco, CA
Deposition
Re: Miller vs. California Pacific Medical Center
Foley & Lerner LLP
Eileen R. Ridley, Esq. / (Kristy Marino)
- 08/16/10 San Jose, CA
Federal Courthouse
Dept 6
Hon Ronald M. Whyte
Re: Beijing Tong Ren Tang (USA), Corp. vs. TRT USA Corp et al
Jing James Li, Ph.D. of Greenberg Taurig LLP
- 08/27/10 Los Angeles Superior Court, CA (111 Hill Street)
Dept 39, 4th floor
Hon. Michal C. Solner
Re: Coliseo Housing Partnership v. POZ Village Development, Inc.
J. Grant Kennedy, Esq.
- 09/21/10 Nevada County Superior Court (Nevada City, CA)
Dept. 6
Re: The Estate of Don Cunningham, Nevada County Superior Court Probate Case No. P14621
Hon. Thomas M. Anderson
R. Ellis Harper, Esq.
- 11/15/10 Down town Los Angeles, CA
Arbitration
Re: Ron Sahni
Attorney Robert L. Kinkle
- 11/17/10 Riverside, CA
Deposition Re: Gillis estate matter
Attorney Rex Edwards

- 11/26/10 Bremmerton, WA
Arbitration
Re: Boston Pacific Matter
Michael White, Esq. Patton Boggs LLP
- 12/02/10 Roseville, CA
Deposition
Re: Marquez et al. vs. Van Dyke, et al; Thielke et al. vs. Van Dyke, et al.
Kevin Hull, Esq. Freidberg & Parker, LLP
- 12/21/10 Nevada County Superior Court (Nevada City, CA)
Hon. Thomas M. Anderson
Dept. 6
Re: Niman v. Niman, Nevada County Superior Court Case No. P14839
R. Ellis Harper, Esq.
- 01/05/11 San Francisco, CA
Deposition
Re: Alameda County Probate Case No. RP08420940
Thomas Latham, Esq. & Brian F. Connors, Esq.
- 01/19/11 Los Angeles, CA (Korea Town)
Arbitration
Hon. Alan Penkower
Re: Stanley v. State Farm
Rob Pohls, Esq. of Pohls & Associates
- 02/01/11 Alameda Superior Court (Oakland)
Hon. Marshall Whitley, Dept. 18
Re: Estate of Winston Nielsen Deceased, The Regents Of The University Of California, Petitioner, v.
Kristin L. Johnson and Clifford R. Lancaster, Respondents
Case No. RP 08-403581
Charlie Wolff, Esq. Evans, Latham & Campisi
San Francisco, CA
- 02/09/11 Alameda Superior Court (Oakland)
Hon. Marshall Whitley, Dept. 18
[Rebuttal testimony]
Re: Estate of Winston Nielsen Deceased, The Regents Of The University Of California, Petitioner, v.
Kristin L. Johnson and Clifford R. Lancaster, Respondents
Case No. RP 08-403581
Charlie Wolff, Esq. Evans, Latham & Campisi
San Francisco, CA
- 03/22/11 Deposition in Alameda, CA
Estate of Taruk Joseph Ben-Ali
Defending: Vernon Goins, Esq. of Goins & Associates
- 04/19/11 Riverside Superior Court (Palm Springs)
Dept. PS2
Re: People of the State of California vs. Daniel Lee Smith RIF 144557
Melanie N. Roe, Esq. of Kennedy & Roe (for the Defendant)
- 05/09/11 Fresno, California
Deposition
Re: Estate of Lillian Salwasser, deceased
Fresno County Sup. Ct. Case No. 07CEPR00104
Defending, Lee Cobb, Esq.

- 05/13/11 Federal Court Sacramento
Hon David E. Russell Dept. 28
Re: Kupka v. Dead Oaks Estates Inc.
For the Respondent, George Hollister Esq.
- 05/31/11 San Jose, California
Deposition
Re: Straus v. Pavese et al
Andrew Lauderdale, Esq.
Santa Clara Superior Court
- 06/08/11 Sacramento, California
Deposition
Re: Wiens vs. Huff
For the Plaintiff, Randall L. Wiens
- 07/14/11 Roseville, Placer County, CA
Hon. O'Flauerty, Dept. 43
Re: Jayraj Nair v. Dindu P. Nair
Karen L. Mathes, Esq.
- 07/26/11 Santa Barbara, Superior Court
Hon. Brian Hill
Re: Peter Lance
For the Defendant, Daryll Genis, Esq.
- 08/02/11 Watsonville, Superior Court
Hon. Heather D. Morse
Dept. C
Re: Norton Dissolution
For Scott Norton, Patricia Liberty, Esq.
- 08/11/11 San Francisco, Superior Court
Hon. McCarthy
Department 624
Re: People v. Rory Talley
For the defense, Jacque Wilson, Esq.
- 08/26/11 San Francisco, Superior Court
Hon. Marla J. Miller
Dept. 604
Re: Miller v. CPMC
For the defendant, Mike Naranjo of Foley & Lardner LLP
- 08/30/11 San Francisco, Superior Court
Hon. Marla J. Miller
Dept. 604
Re: Miller v. CPMC
For the defendant, Mike Naranjo of Foley & Lardner LLP
- 10/03/11 Santa Barbara, Superior Court
Hon. Brian Hill
Re: Peter Lance
For the Defendant, Daryll Genis, Esq.
- 10/27/11 Oakland, Superior Court
Hon.
Dept. 6
Re: People v. Rafael Duarte
For the Defendant, William Cole

11/04/11 Sacramento, Deposition

Re: Dovichi v. James V. de la Vergne...Bendahans/McCartney
Deposing Law Firm: DLA Piper LLP (US)
Deposing Attorney, Steven S. Kimball
For the Plaintiff, Freidberg and Parker Law Firm
Defending my deposition, Bret Spitzer

11/09/11 Oakland, Superior Court

Homicide Trial
Hon.
Dept. 6
Re: People v. Rafael Duarte
For the Defendant, William Cole

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

PAUL D. CEGLIA,

Civil Action No. : 1:10-cv-00569-RJA

Plaintiff,

CERTIFICATE OF SERVICE

v.

MARK ELLIOT ZUCKERBERG, Individually, and
FACEBOOK, INC.

Defendants.

I hereby certify, under penalty of perjury pursuant to 28 U.S.C. 1746, that on Jul 2, 2012, I caused the following document to be filed with the Clerk of the District Court for the Western District of New York using its Case Management/ Electronic Case Filing System which would then electronically notify all counsel of record in this case:

1. Amended Expert Report of James Blanco including all exhibits redacted per this Court's order.

DATED: July 2, 2012

/s/Dean Boland

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