

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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

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

1. I am an attorney licensed to practice law in the State of New York and admitted to practice before this Court. I am a partner in the law firm of Gibson, Dunn & Crutcher LLP, counsel of record for Defendants Mark Elliot Zuckerberg and Facebook, Inc. in the above-captioned matter. I make this declaration, based on personal knowledge, in support of Defendants' Motion for Protective Order.

2. On July 1, 2012, Plaintiff Paul Ceglia served requests for production of documents and interrogatories on Defendants. Those document requests are attached as Exhibits A-D to this declaration: Ceglia's Request for Production of Documents to Defendant Zuckerberg is attached as Exhibit A; Ceglia's Request for Production of Documents to Defendant Facebook is attached as Exhibit B; Ceglia's Interrogatories to Defendant Zuckerberg are attached as Exhibit C; and Ceglia's Interrogatories to Defendant Facebook are attached as Exhibit D.

3. On August 2, 2012, I sent an email to Ceglia's counsel, Dean Boland, requesting that the parties agree to extend the deadline for Defendants' responses and objections to Ceglia's

discovery requests by one week, from August 3 to August 10, so that the parties could meet and confer regarding Defendants' concerns with the scope of Ceglia's requests. Mr. Boland agreed. *See Ex. E.*

4. On August 7, Defendants conferred in good faith with Ceglia in an effort to resolve their dispute regarding the scope of Ceglia's discovery requests. I sent a letter to Mr. Boland explaining that all of Ceglia's document requests, and nearly all of his interrogatories, were beyond the scope of discovery authorized by this Court's April 30, 2012 and May 30, 2012 Orders (Doc. Nos. 360, 401). *See Ex. F.* I requested that Mr. Boland withdraw the offending discovery requests, and informed him that Defendants would otherwise move for a protective order forbidding the discovery at issue. *See id.* I also called Mr. Boland on August 7 and left him a voice message explaining that I was calling to confer regarding Ceglia's discovery requests. I invited Mr. Boland to call me back to discuss Defendants' concerns regarding the scope of those requests.

5. Later that day, Mr. Boland sent me an email in which he refused to withdraw any of Ceglia's document requests or interrogatories. *See Ex. G.*

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 10th day of August, 2012 at New York, New York.

  
\_\_\_\_\_  
Alexander H. Southwell

# **EXHIBIT F**

GIBSON DUNN

Gibson, Dunn & Crutcher LLP

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New York, NY 10166-0193  
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Alexander H. Southwell  
Direct: +1 212.351.3981  
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August 7, 2012

VIA ELECTRONIC MAIL

Dean Boland  
Owner/Member  
Boland Legal, LLC  
1475 Warren Road  
Unit 770724  
Lakewood, Ohio 44107

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

Dear Mr. Boland:

The written discovery requests that you served on Defendants Zuckerberg and Facebook, Inc. on July 1, 2012 are beyond the scope of discovery authorized by the Court's April 30, 2012 and May 30, 2012 Orders (Doc. Nos. 366, 401). Based on the parties' briefing and the Court's ruling on Defendants' motion for clarification of the Court's April 30 Order (Doc. Nos. 373, 377, 380, 401), written discovery has been limited to one, narrow category of information: matters that directly concern Ceglia's alleged rights and interests under the language of the Work for Hire Document. However, all of your document requests, and nearly all of your interrogatories, purport to seek information that does not fall within that category. Instead, those discovery requests seek information with regard to a second category of discovery—relating to the transfer of rights and interests to Thefacebook LLC—that you declared was “moot[,]” and that the Court ruled could no longer be pursued. *See* Doc. No. 377 at 8; Doc. No. 401 at 7-8. Defendants therefore demand that you withdraw all of your document requests and your offending interrogatories. Otherwise, Defendants intend to move for a protective order forbidding this discovery under Rule 26(c).

On April 30, the Court ruled that Ceglia could serve document requests and interrogatories regarding two narrow categories of information. *See* Doc. No. 366 at 5. Defendants moved for clarification that the discovery permitted under that Order is limited to (1) Ceglia's alleged rights and interests under the language of the Work for Hire Document, and (2) the effect that the formation of Thefacebook LLC had on Ceglia's alleged rights and interests. Doc. 373 at 1, 4-7. In response, you agreed that the first category of discovery is limited to matters that directly concern Ceglia's rights and interests under the language of the Work for Hire Document. Doc. No. 377 at 5. You also took the position that the second category of discovery in the Court's Order is no longer necessary. *Id.* at 8 (stating that, “[a]t

## GIBSON DUNN

August 7, 2012

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least to item (2) of the court's order," your acquisition of a document allegedly filed in another case "moots discovery on that issue").

On May 30, the Court ruled that clarification of its April 30 Order was unnecessary in light of the positions that you took in your response. Doc. No. 401 at 7-8. The Court found that you had adopted the same, narrow interpretation of the first category of discovery as Defendants. *Id.* at 7. The Court also ruled, based on your position that your acquisition of an alleged pleading in another case "moots" the need for discovery in the second category, that "no further discovery on this issue is required." *Id.* at 7-8. The Court further stated that, "[s]hould Defendants find any interrogatory Plaintiff serves to be beyond that permitted in accordance with the Order, Defendants may promptly move for a protective order." *Id.* at 8.

Based on the parties' briefing and the Court's May 30 ruling, it is clear that the only discovery permitted under the Court's Orders is discovery regarding matters that directly concern Ceglia's alleged rights and interests under the language of the Work for Hire Document. The parties and the Court agreed that the first category of discovery in the Court's April 30 Order was limited to those matters, and that the second category of discovery in the Court's April 30 Order was no longer necessary.

However, all of your requests for production of documents, and nearly all of your interrogatories, seek information that does not directly concern Ceglia's alleged rights and interests under the language of the Work for Hire Document. Instead, those discovery requests seek information that might relate, at best, to the second category of information in the Court's April 30 Order. But discovery in that now-moot second category is no longer allowed, and these discovery requests therefore violate the Court's Orders.

For example, your first document request to Zuckerberg seeks "[a]ll documents executed by you or any representative or agent for you involving the purported to transfer [*sic*] any software, programming language, business interests or other intellectual property into Facebook before, during and after its incorporation in July 2004." This request has nothing to do with Ceglia's alleged rights and interests under the language of the Work for Hire Document, and thus is outside the first category in the Court's April 30 Order. Instead, this request appears to be directed, at best, toward the now-moot second category of discovery in the Court's Order regarding the transfer of rights and interests into Thefacebook LLC. The same is true of all of your additional document requests to Zuckerberg and Facebook.

Similarly, for example, your third, fourth, and fifth interrogatories to Zuckerberg ask:

- Assuming the Facebook Contract between the parties is authentic, what are the ownership interests of all persons whom you claim owned any portion of the software, programming language and business interests

GIBSON DUNN

August 7, 2012

Page 3

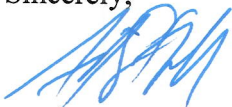
defined in [Interrogatory No. 1] after execution of the Facebook Contract on April 28, 2003?

- Assuming the Facebook Contract between the parties is authentic, list all persons with an ownership interest in the software, programming language and business interests as defined in [Interrogatory No. 1] at the time of the incorporation of thefacebook, Inc. (Facebook) in July 2004 and their respective percentage of ownership of each of the three items (i.e. software, programming language, business interests).
- Assuming the Facebook Contract between the parties is authentic, list the percentages of each person's ownership interest in the software, programming language and business interests as defined in [Interrogatory No. 1] that was [*sic*] transferred into Facebook on or after July 2004.

These interrogatories do not seek information that directly concerns Ceglia's alleged rights and interests under the language of the Work for Hire Document. Rather, they seek information regarding the interests of other persons in Facebook, and the manner in which those interests were transferred to Facebook. These interrogatories are therefore outside the first category in the Court's April 30 Order. And to the extent that they seek information within the second category in that Order, this discovery is no longer permitted.

Defendants demand that you withdraw the document requests and interrogatories that are beyond the scope of authorized discovery. If you do not withdraw the offending discovery requests, Defendants intend to accept the Court's invitation and move for a protective order under Rule 26(c) forbidding the discovery that you have requested. *See* Doc. No. 401 at 8. Defendants reserve the right to seek their reasonable attorneys' fees and costs in the event you decline to withdraw these plainly improper requests.

Sincerely,



Alexander H. Southwell

AHS/kc

101345200.1

# **EXHIBIT G**

**From:** Dean Boland

**Sent:** Tuesday, August 07, 2012 2:22:14 PM (UTC-05:00) Eastern Time (US & Canada)

**To:** Southwell, Alexander H.; Paul Argentieri

**Subject:** Discovery related to Motion to Dismiss for Statute of Limitations

Alex:

I have reviewed your letter.

You are past your due date to provide these responses to us. We graciously gave you until Friday of this week to respond. And, that delay in time was merely for you to draft a letter finding that Plaintiff has not constructed a single interrogatory or document request that complies with the court's order, which is your opinion.

You have refused to comply with any of the interrogatories or requests for production of documents related to our right of discovery responding to Defendants' statute of limitations motion to dismiss.

Each of these interrogatories were carefully crafted to obtain information related to the court's discovery order:

"Plaintiff is thus permitted discovery under Rule 56(d), limited to serving, within 60 days, interrogatories and document requests directly concerning (1) assuming, arguendo, the Work for Hire contract dated August 28, 2003 is authentic, what were Plaintiff's intellectual property rights and other ownership interests under the contract's language providing that Plaintiff, in exchange for helping fund Zuckerberg's development of FaceBook, would own "a half interest (50%) in the software, programming language and business interests derived from the expansion of that service to a larger audience...."

We expect answers to each of our interrogatories by Friday as well as the production of documents requested. Thank you.

Dean Boland.

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Dean Boland  
Owner/Member  
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Lakewood, Ohio 44107  
216.236.8080 ph  
866.455.1267 fax  
[dean@bolandlegal.com](mailto:dean@bolandlegal.com)

Please note, I typically only review my emails once daily. If there is something urgent in any email, please do not hesitate to contact my office at 216-236-8080.



# **EXHIBIT A**

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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PAUL D. CEGLIA,

Plaintiff,

Civil Action No. : 1:10-cv-00569-RJA

v.

MARK ELLIOT ZUCKERBERG, Individually,  
and FACEBOOK, INC.

Defendants.

---

REQUEST FOR PRODUCTION OF  
DOCUMENTS TO DEFENDANT  
ZUCKERBERG

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and this Court's orders, Plaintiff Paul Ceglia propound the following request for production of documents to Defendant Zuckerberg whom shall respond to these interrogatories separately and fully, in writing and under oath, with the responses reasonably amended as required by law.

**INSTRUCTIONS AND DEFINITIONS**

1. The following apply to all interrogatories
  - a. The terms "any," "all," "each," and "every" should be understood to be either their most inclusive or least inclusive sense as necessary to bring within the scope of any interrogatory, all information otherwise construed to be outside of its scope.
  - b. The terms "and" and "or" are to be construed disjunctively or conjunctively as necessary to include all information that might otherwise be considered outside of the scope of these interrogatories
  - c. The use of the singular and plural are interchangeable.

- d. If an answer is based on information and belief, specify and identify the source of the information and the grounds for the belief.
- e. You must provide all requested information, not subject to a valid objection, that is known to, possessed by or available to you,
- f. If you are unable to answer any of the interrogatories, you must answer as fully as possible and explain your inability to answer the remainder.
- g. If you object to any interrogatory on the basis of attorney/client or work product privilege, identify the privilege claimed as well as each statement or communication for which such privilege is claimed, together with the following information for each such statement or communication: (a) the date made; (b) the persons present; (c) the subject matter; and (d) the basis on which the privilege is claimed.

### **DEFINITIONS**

1. “You” and “Your” refers to Defendant Zuckerberg and any of your agents or independent contractors.
2. Facebook Contract or “the contract” or “the contract between the parties” refers to the two page paper document presented to Defendants’ experts in July 2011 for evaluation and examination at the offices of Harris Beach in Buffalo, New York.
3. References to “Facebook” include “thefacebook, Inc.” and vice versa.
4. “Person” refers to any natural person or any business, legal or governmental entity or association in any form.
5. “Plaintiff” refers to Paul D. Ceglia.

6. “Defendants” refers to any of the following parties as well as their employees, agents, independent contractors or affiliated entities: Mark Elliot Zuckerberg and Facebook.

**REQUEST FOR PRODUCTION OF DOCUMENTS**

**REQUEST NO. 1**

All documents executed by you or any representative or agent for you involving the purported to transfer any software, programming language, business interests or other intellectual property into Facebook before, during and after its incorporation in July 2004.

**REQUEST NO. 2**

All documents reflecting Facebook’s your claimed ownership rights in the software, programming language and business interests in the business **before** the incorporation of Facebook.

**REQUEST NO. 3**

All agreements executed by you and any other person(s) or entities who claimed ownership in the business before the incorporation of Facebook in 2004.

**REQUEST NO. 4**

All documents reflecting your ownership rights in the software, programming language and business interests in the business **after** the incorporation of Facebook.

**REQUEST NO. 5**

All documents supporting your claimed breach of the Facebook Contract with Plaintiff.

**REQUEST NO. 6**

All documents executed by you in connection with the incorporation of Facebook in July 2004.

Respectfully submitted,

/s/Dean Boland

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607-324-6188  
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# **EXHIBIT B**

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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PAUL D. CEGLIA,

Plaintiff,

Civil Action No. : 1:10-cv-00569-RJA

v.

MARK ELLIOT ZUCKERBERG, Individually,  
and FACEBOOK, INC.

Defendants.

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REQUEST FOR PRODUCTION OF  
DOCUMENTS TO DEFENDANT  
FACEBOOK

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and this Court's orders, Plaintiff Paul Ceglia propound the following request for production of documents to Defendant Facebook whom shall respond to these interrogatories separately and fully, in writing and under oath, with the responses reasonably amended as required by law.

**INSTRUCTIONS AND DEFINITIONS**

1. The following apply to all interrogatories
  - a. The terms "any," "all," "each," and "every" should be understood to be either their most inclusive or least inclusive sense as necessary to bring within the scope of any interrogatory, all information otherwise construed to be outside of its scope.
  - b. The terms "and" and "or" are to be construed disjunctively or conjunctively as necessary to include all information that might otherwise be considered outside of the scope of these interrogatories
  - c. The use of the singular and plural are interchangeable.

- d. If an answer is based on information and belief, specify and identify the source of the information and the grounds for the belief.
- e. You must provide all requested information, not subject to a valid objection, that is known to, possessed by or available to you,
- f. If you are unable to answer any of the interrogatories, you must answer as fully as possible and explain your inability to answer the remainder.
- g. If you object to any interrogatory on the basis of attorney/client or work product privilege, identify the privilege claimed as well as each statement or communication for which such privilege is claimed, together with the following information for each such statement or communication: (a) the date made; (b) the persons present; (c) the subject matter; and (d) the basis on which the privilege is claimed.

## **DEFINITIONS**

1. “You” and “Your” refers to Defendant Facebook and any of your agents or independent contractors.
2. Facebook Contract or “the contract” or “the contract between the parties” refers to the two page paper document presented to Defendants’ experts in July 2011 for evaluation and examination at the offices of Harris Beach in Buffalo, New York.
3. References to “Facebook” include “thefacebook, Inc.” and vice versa.
4. “Person” refers to any natural person or any business, legal or governmental entity or association in any form.
5. “Plaintiff” refers to Paul D. Ceglia.



6. “Defendants” refers to any of the following parties as well as their employees, agents, independent contractors or affiliated entities: Mark Elliot Zuckerberg and Facebook.

**REQUEST FOR PRODUCTION OF DOCUMENTS**

**REQUEST NO. 1**

All documents executed by Facebook or any representative or agent for Facebook involving the purported to transfer any software, programming language, business interests or other intellectual property into Facebook before, during and after its incorporation in July 2004.

**REQUEST NO. 2**

All documents reflecting Facebook’s ownership rights in the software, programming language and business interests in the business just before the incorporation of Facebook.

**REQUEST NO. 3**

All agreements executed by Facebook and any other person(s) or entities who claimed ownership in the business before the incorporation of Facebook in 2004.

**REQUEST NO. 4**

All documents reflecting the ownership rights in the software, programming language and business interests in the business just after the incorporation of Facebook.

**REQUEST NO. 5**

All documents supporting your claimed breach of the Facebook Contract with Plaintiff.

**REQUESTS NO. 6**

All documents executed by any persons involved with the incorporation of Facebook in July 2004 who claimed ownership of any percentage of the software, programming or business interests of the business being incorporated.

Respectfully submitted,

/s/Dean Boland

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216-236-8080 phone  
866-455-1267 fax  
dean@bolandlegal.com

# **EXHIBIT C**

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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PAUL D. CEGLIA,

Plaintiff,

Civil Action No. : 1:10-  
cv-00569-RJA

v.

MARK ELLIOT ZUCKERBERG, Individually, and  
FACEBOOK, INC.

INTERROGATORIES TO  
DEFENDANT ZUCKERBERG

Defendants.

---

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and this Court's orders, Plaintiff Paul Ceglia propound the following written interrogatories to Defendant Zuckerberg whom shall respond to these interrogatories separately and fully, in writing and under oath, with the responses reasonably amended as required by law.

**INSTRUCTIONS AND DEFINITIONS**

1. The following apply to all interrogatories
  - a. The terms "any," "all," "each," and "every" should be understood to be either their most inclusive or least inclusive sense as necessary to bring within the scope of any interrogatory, all information otherwise construed to be outside of its scope.
  - b. The terms "and" and "or" are to be construed disjunctively or conjunctively as necessary to include all information that might otherwise be considered outside of the scope of these interrogatories
  - c. The use of the singular and plural are interchangeable.

- d. If an answer is based on information and belief, specify and identify the source of the information and the grounds for the belief.
- e. You must provide all requested information, not subject to a valid objection, that is known to, possessed by or available to you,
- f. If you are unable to answer any of the interrogatories, you must answer as fully as possible and explain your inability to answer the remainder.
- g. If you object to any interrogatory on the basis of attorney/client or work product privilege, identify the privilege claimed as well as each statement or communication for which such privilege is claimed, together with the following information for each such statement or communication: (a) the date made; (b) the persons present; (c) the subject matter; and (d) the basis on which the privilege is claimed.

## **DEFINITIONS**

1. “You” and “Your” refers to Defendant Zuckerberg and any of your agents or independent contractors.
2. Facebook Contract or “the contract” or “the contract between the parties” refers to the two page paper document presented to Defendants’ experts in July 2011 for evaluation and examination at the offices of Harris Beach in Buffalo, New York.
3. References to “Facebook” include “thefacebook, Inc.” and vice versa.
4. “Person” refers to any natural person or any business, legal or governmental entity or association in any form.
5. “Plaintiff” refers to Paul D. Ceglia.

6. "Defendants" refers to any of the following parties as well as their employees, agents, independent contractors or affiliated entities: Mark Elliot Zuckerberg and Facebook.

### **INTERROGATORIES**

#### **INTERROGATORY NO. 1**

Assuming the Facebook Contract between Defendant Zuckerberg (Zuckerberg) and Plaintiff (the parties) is authentic, please define the terms "software", "programming language" and "business interests" as they appear in the contract.

#### **INTERROGATORY NO. 2**

Assuming the Facebook Contract between the parties is authentic, what intellectual property rights did the contract convey to Plaintiff in the software, programming language and business interests defined in #1 above?

#### **INTERROGATORY NO. 3**

Assuming the Facebook Contract between the parties is authentic, what are the ownership interests of all persons whom you claim owned any portion of the software, programming language and business interests defined in #1 above after execution of the Facebook Contract on April 28, 2003?

#### **INTERROGATORY NO. 4**

Assuming the Facebook Contract between the parties is authentic, list all persons with an ownership interest in the software, programming language and business interests as defined in #1 above at the time of the incorporation of thefacebook, Inc. (Facebook) in July 2004 and their respective percentage of ownership of each of the three items (i.e. software, programming language, business interests).

**INTERROGATORY NO. 5**

Assuming the Facebook Contract between the parties is authentic, list the percentages of each person's ownership interest in the software, programming language and business interests as defined in #1 that was transferred into Facebook on or after July 2004.

**INTERROGATORY NO. 6**

Assuming the Facebook Contract between the parties is authentic, list the consideration paid by Facebook to all persons whom you claim owned an interest in the software, programming language and business interests as defined in #1 in exchange for the transfer of that percentage ownership into Facebook on or after July 2004.

**INTERROGATORY NO. 7**

Assuming the Facebook Contract between the parties is authentic, did the agreement include payment to you for work done on a project other than Facebook?

**INTERROGATORY NO. 8**

Assuming the Facebook Contract between the parties is authentic, were you paid by Plaintiff for work done under the contract for the project other than Facebook known as StreetFax?

**INTERROGATORY NO. 9**

Assuming the Facebook Contract between the parties is authentic, did your work on the StreetFax part of the agreement include the development of software for StreetFax?

**INTERROGATORY NO. 10**

Assuming the Facebook Contract between the parties is authentic, did the contract authorize you to use all, some or none of the StreetFax software for purposes other than StreetFax?

**INTERROGATORY NO. 11**

Assuming the Facebook Contract between the parties is authentic, what were Plaintiff's intellectual property rights in the StreetFax software created by the contract?

**INTERROGATORY NO. 12**

Assuming the Facebook Contract between the parties is authentic, what were your intellectual property rights in the StreetFax software created by the contract?

**INTERROGATORY NO. 13**

Did you use any portion of the StreetFax software for any purpose related to Facebook or any other non-StreetFax purpose and if so

(A) on what date did that use begin

(B) describe that use of the StreetFax software

(C) on what date did use of that StreetFax software terminate?

**INTERROGATORY NO. 14**

Assuming the Facebook Contract between the parties is authentic, did you inform Facebook upon its incorporation that you did not own 100% of the software, programming language and business interests of the business?

**INTERROGATORY NO. 15**



If your answer to the previous question is "no", what percentage ownership in the software, programming language, and business interests did you tell Facebook you owned upon its incorporation?

**INTERROGATORY NO. 16**

List and describe all documents, including the year executed and all parties signing those documents reflecting the transfer into Facebook of any software, programming language and business interests as defined in #1 above.

**INTERROGATORY NO. 17**

Provide the date when your ownership interest in Facebook fell below 50%.

**INTERROGATORY NO. 18**

Assuming the Facebook Contract between the parties is authentic, what percentage ownership in the software, programming language and business interests of the business did Plaintiff own at the time of the incorporation of Facebook in Delaware?

**INTERROGATORY NO. 19**

Assuming the Facebook Contract between the parties is authentic, was Plaintiff's interest in the software, programming language and business interests of the business transferred into Facebook and if so, what was the date of that transfer?

**INTERROGATORY NO. 20**

Assuming the Facebook Contract between the parties is authentic and Plaintiff's interest in the software, programming language and business interests of the business was transferred into Facebook when was the fact of that transfer first publicly disclosed?

**INTERROGATORY NO. 21**

Assuming the Facebook Contract between the parties is authentic, list and describe all acts and their dates of occurrence that you claim constitute your breach of the contract.

**INTERROGATORY NO. 22**

List Plaintiff's current percentage ownership interest, respectively, in Facebook's software, programming language and business interests.

**INTERROGATORY NO. 23**

List all dates when you or Defendant Facebook breached the Facebook Contract with Plaintiff and

- (a) the act(s) which you claim breached the agreement; and
- (b) whether that act(s) was ever repeated at any later point in time; and
- (c) when that act(s) was communicated to Plaintiff, if ever; and
- (d) when that act(s) was publicly disclosed, if ever.

Respectfully submitted,

/s/Dean Boland

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Hornell, NY 14843  
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866-455-1267 fax  
dean@bolandlegal.com

# **EXHIBIT D**

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

---

PAUL D. CEGLIA,

Plaintiff,

Civil Action No. : 1:10-  
cv-00569-RJA

v.

MARK ELLIOT ZUCKERBERG, Individually, and  
FACEBOOK, INC.

INTERROGATORIES TO  
DEFENDANT FACEBOOK

Defendants.

---

Pursuant to Rule 33 of the Federal Rules of Civil Procedure and this Court's orders, Plaintiff Paul Ceglia propound the following written interrogatories to Defendant Facebook whom shall respond to these interrogatories separately and fully, in writing by a representative of Facebook and under oath by that representative, with the responses reasonably amended as required by law.

**INSTRUCTIONS AND DEFINITIONS**

1. The following apply to all interrogatories
  - a. The terms "any," "all," "each," and "every" should be understood to be either their most inclusive or least inclusive sense as necessary to bring within the scope of any interrogatory, all information otherwise construed to be outside of its scope.
  - b. The terms "and" and "or" are to be construed disjunctively or conjunctively as necessary to include all information that might otherwise be considered outside of the scope of these interrogatories
  - c. The use of the singular and plural are interchangeable.

- d. If an answer is based on information and belief, specify and identify the source of the information and the grounds for the belief.
- e. You must provide all requested information, not subject to a valid objection, that is known to, possessed by or available to you,
- f. If you are unable to answer any of the interrogatories, you must answer as fully as possible and explain your inability to answer the remainder.
- g. If you object to any interrogatory on the basis of attorney/client or work product privilege, identify the privilege claimed as well as each statement or communication for which such privilege is claimed, together with the following information for each such statement or communication: (a) the date made; (b) the persons present; (c) the subject matter; and (d) the basis on which the privilege is claimed.

## **DEFINITIONS**

1. “You” and “Your” refers to Defendant Facebook and any of your agents or independent contractors.
2. Facebook Contract or “the contract” or “the contract between the parties” refers to the two page paper document presented to Defendants’ experts in July 2011 for evaluation and examination at the offices of Harris Beach in Buffalo, New York.
3. References to “Facebook” include “thefacebook, Inc.” and vice versa.
4. “Person” refers to any natural person or any business, legal or governmental entity or association in any form.
5. “Plaintiff” refers to Paul D. Ceglia.

6. "Defendants" refers to any of the following parties as well as their employees, agents, independent contractors or affiliated entities: Mark Elliot Zuckerberg and Facebook.

### **INTERROGATORIES**

#### **INTERROGATORY NO. 1**

Assuming the Facebook Contract between the parties is authentic, please define the terms "software", "programming language" and "business interests" as they appear in the contract.

#### **INTERROGATORY NO. 2**

Assuming the Facebook Contract between the parties is authentic, what intellectual property rights did the contract convey to Plaintiff in the software, programming language and business interests defined in #1 above?

#### **INTERROGATORY NO. 3**

Assuming the Facebook Contract between the parties is authentic, what are the ownership interests of all persons whom you claim owned any portion of the software, programming language and business interests defined in #1 above after execution of the Facebook Contract on April 28, 2003?

#### **INTERROGATORY NO. 4**

Assuming the Facebook Contract between the parties is authentic, list all persons with an ownership interest in the software, programming language and business interests as defined by Defendant Zuckerberg at the time of the incorporation of thefacebook, Inc. (Facebook) in July 2004 and their respective percentage of ownership of each of the three items (i.e. software, programming language, business interests).

#### **INTERROGATORY NO. 5**

Assuming the Facebook Contract between the parties is authentic, list the percentages of each person's ownership interest in the software, programming language and business interests as defined in #1 that was transferred into Facebook on or after July 2004.

**INTERROGATORY NO. 6**

Assuming the Facebook Contract between the parties is authentic, list the consideration paid by Facebook to all persons whom Defendant Zuckerberg claimed owned an interest in the software, programming language and business interests as defined by Defendant Zuckerberg in exchange for the transfer of that percentage ownership into Facebook on or after July 2004.

**INTERROGATORY NO. 7**

Did Defendant Zuckerberg use any portion of the StreetFax software for any purpose related to Facebook and if so:

- (a) on what date did that use begin
- (b) how was the StreetFax software or any portion of it used for any purpose related to Facebook
- (c) on what date did use of that StreetFax software terminate?

**INTERROGATORY NO. 8**

Assuming the Facebook Contract between the parties is authentic, did Defendant Zuckerberg inform Facebook upon its incorporation that he did not own 100% of the software, programming language and business interests of the business?

**INTERROGATORY NO. 9**

If your answer to the previous question is "no", what percentage ownership in the software, programming language, and business interests did Defendant Zuckerberg tell Facebook he owned upon its incorporation?

**INTERROGATORY NO. 10**

List and describe all documents, including the year executed and all parties signing those documents reflecting the transfer into Facebook of any software, programming language and business interests as defined in #1 above.

**INTERROGATORY NO. 11**

Provide the date when Defendant Zuckerberg's ownership interest in Facebook fell below 50%.

**INTERROGATORY NO. 12**

Please identify the current owner(s) of the software, programing language and business interests as defined by Zuckerberg relating to the Facebook Contract and those owners' respective percentages of ownership of each of those three items.

**INTERROGATORY NO. 13**

Was the business operated by Facebook just after incorporation in July 2004 the same business being operated by Defendant Zuckerberg just before incorporation?

**INTERROGATORY NO. 14**

Assuming the Facebook Contract between the parties is authentic, what percentage ownership in the software, programming language and business interests of the business did Plaintiff own at the time of the incorporation of Facebook?

**INTERROGATORY NO. 15**

Assuming the Facebook Contract between the parties is authentic, was Plaintiff's interest in the software, programming language and business interests of the business transferred into Facebook and if so, what was the date of that transfer?



**INTERROGATORY NO. 16**

Assuming the Facebook Contract between the parties is authentic and Plaintiff's interest in the software, programming language and business interests of the business was transferred into Facebook when was the fact of that transfer first publicly disclosed?

**INTERROGATORY NO. 17**

List Plaintiff's current percentage ownership interest, respectively, in Facebook's software, programming language and business interests.

**INTERROGATORY NO. 18**

List all dates when you or Defendant Zuckerberg breached the Facebook Contract with Plaintiff and

- (a) the act(s) which you claim breached the agreement; and
- (b) whether that act(s) was ever repeated at any later point in time; and
- (c) when that act(s) was communicated to Plaintiff, if ever; and
- (d) when that act(s) was publicly disclosed, if ever.

Respectfully submitted,

/s/Dean Boland

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# **EXHIBIT E**

**From:** Dean Boland [<mailto:dean@bolandlegal.com>]  
**Sent:** Thursday, August 02, 2012 11:16 PM  
**To:** Southwell, Alexander H.  
**Subject:** RE: Discovery responses

Getting your objections and responses a week from tomorrow is fine.

On Aug 2, 2012 10:50 PM, "Southwell, Alexander H." <[ASouthwell@gibsondunn.com](mailto:ASouthwell@gibsondunn.com)> wrote:

So I am reading this as your agreement to our request for another week from tomorrow for our responses and objections. Please advise ASAP if that is not correct as we will then ask the Court for another week to allow us time to meet on these issues.

**From:** Dean Boland [<mailto:dean@bolandlegal.com>]  
**Sent:** Thursday, August 02, 2012 10:30 PM  
**To:** Southwell, Alexander H.  
**Cc:** [paul.argentieri@gmail.com](mailto:paul.argentieri@gmail.com)  
**Subject:** Re: Discovery responses

Monday is fine.

On Aug 2, 2012 3:29 PM, "Southwell, Alexander H." <[ASouthwell@gibsondunn.com](mailto:ASouthwell@gibsondunn.com)> wrote:

Mr. Boland:

We have been reviewing your discovery requests and had been planning to discuss with you some issues we have with them at the deposition today. Because you are not here for that, can we schedule some time on Monday to discuss the scope of the requests and agree to another week from tomorrow for our responses or objections?

Thanks

Alex

**Alexander H. Southwell**  
Partner

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