

AFFIDAVIT OF DAVID LONDON

State of Ohio }
County of Delaware }
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FIRST BEING DULY CAUTIONED AND SWORN, AFFIANT STATES:

1. My name is David London, and I am of legal age, sound mind and otherwise competent to make this affidavit. At all times herein, I have been a citizen of New Zealand, residing at 10 Godly Road, Green Bay, Waitakere 0604, and I have personal, direct knowledge of each of the facts set forth in this affidavit to the best of my knowledge and recollection.
2. I have a form of dyslexia that mostly affects my writing. Therefore, as often as practicable, I seek the assistance of others in my writing. Dyslexia forced me to develop strong memory and visualization skills which I was working to monetize in the Facebook idea. I am a retired painter and an artist.
3. I believe that many of the players discussed herein, specifically Mark Zuckerberg (“Zuckerberg”), Chris Hughes (“Hughes”), Dustin Moskowitz (“Moskowitz”), Eduardo Saverin (“Saverin”), Divya Narendra (“Narendra”), Sean Parker (“Parker”), Aaron Greenspan (“Greenspan”), Paul Ceglia (“Ceglia”), Tyler Winklevoss, Cameron Winklevoss (“Winklevoss” and “Winklevosses” and “Winklevoss Twins”), Nicholas Carlson (“Carlson”) and David Kirkpatrick (“Kirkpatrick”) have taken advantage of me in order to avoid having to acknowledge my central role in the conception of the name “Facebook” and my role in developing the Facebook concept during 2003. For example, I telephoned Nicholas Carlson on June 11, 2012 and he pretended not to know me, then he hung up on me abruptly. However, Carlson is freely using the information I provided him and is even editing out my name from documents that he publishes in his *Business Insider* articles. See **Sec. 11-15** below.
4. My conversations with Mark Zuckerberg started in late 2002 via a Harvard instant messaging system to which the public was invited to subscribe and participate. All my references to “conversations” herein were carried out via instant messaging and electronic mail from my residence in New Zealand. To the best of my recollection, the aliases I used while logging in

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and navigating the Harvard system included “brian houston,” “dave,” “david” and “david london.” See also Sec. 16-23.

5. Other persons with whom I participated in conversations through the Harvard instant messaging forums and email included Hughes, Moskowitz, Saverin, Narendra, Parker, Greenspan, Wayne Chang (“Chang”), Ceglia, Adam D’Angelo (“D’Angelo”), Leyla R. Bravo of the Harvard student group Fuerza Latina, Sean Elderidge, Benjamin Zacks, and the Winklevoss twins.
6. The conversations referenced herein started in late 2002.
7. In very late 2003, I prepared a package of approximately 200 instant messages and emails that had taken place among the various individuals cited above in order to **preserve an accurate record of those conversations**. I forwarded this package to a number of individuals and organizations starting from late 2003 and continuing for a number of years. Those recipients included Nicholas Carlson (*Business Insider*),¹ *The Harvard Crimson* server administrator (who provided me a special FTP link to upload the files, one at a time, which took me days),² FBI Director Robert Mueller (I filed a complaint with the FBI after Zuckerberg hacked ConnectU),³ Paul Argentero,⁴ Paul Ceglia,⁵ Eduardo Saverin,⁶ Sean Elderidge,⁷ Anthony Robbins,⁸ Aaron Greenspan,⁹ Ben Mezrich¹⁰ and David Kirkpatrick (the latter on three occasions).¹¹

¹ Nicholas Carlson. *Business Insider*. Accessed Jun. 12, 2012. <<http://www.businessinsider.com/author/nicholas-carlson>>.

² *The Harvard Crimson*. Accessed Jun. 12, 2012 <<http://www.thecrimson.com/>>.

³ Robert Mueller. Accessed Jun. 12, 2012 <http://en.wikipedia.org/wiki/Robert_Mueller>.

⁴ Paul Argentero. Accessed Jun. 12, 2012 <http://pview.findlaw.com/view/1477236_1>.

⁵ Paul Ceglia. Accessed Jun. 13, 2012 <http://en.wikipedia.org/wiki/Paul_Ceglia>.

⁶ Eduardo Saverin. Accessed Jun. 14, 2012 <http://en.wikipedia.org/wiki/Eduardo_Saverin>.

⁷ Sean Eldridge. Accessed Jun. 12, 2012 <http://en.wikipedia.org/wiki/Sean_Eldridge>.

⁸ Anthony Robbins. Accessed Jun. 15, 2012 <<http://www.tonyrobbins.com/>>. I specifically requested of Mr. Robbins that he save the emails and instant messages off on a CD-ROM and place it in his files. I do not know whether or not he did.

⁹ Aaron Greenspan. Accessed Jun. 11, 2012

<http://en.wikipedia.org/wiki/Aaron_Greenspan#Aaron_Greenspan_and_houseSYSTEM>.

¹⁰ Ben Mezrich. Accessed Jun. 15, 2012 <http://en.wikipedia.org/wiki/Ben_Mezrich>.

¹¹ David Kirkpatrick. “The Facebook Effect.” Accessed Jun. 15., 2012

<http://en.wikipedia.org/wiki/The_Facebook_Effect>.

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8. My rationale for sending the package of around 200 emails and instant messages to so many different individuals and organizations was to help ensure that Facebook would not succeed in suppressing the evidence, and the truth.
9. I have had an opportunity to review Facebook's June 2, 2011 "DEFENDANTS' MEMORANDUM OF LAW IN SUPPORT OF THEIR MOTION FOR EXPEDITED DISCOVERY" in *Paul D. Ceglia, v. Mark Elliot Zuckerberg and Facebook, Inc.*, 10-cv-569-RJA (NYWDCE 2010), Doc. Nos. 45, 47. See **Exhibit A**. It makes reference to "more than 175 emails" found by Facebook expert Bryan Rose. It is entirely possible that my name is on some of these emails since I engaged in some email correspondence with Ceglia after I introduced him to Zuckerberg. Ex. A, Def. Mot. 10.
- a. Mr. Rose declares these emails "verifiably genuine." *Id.*
 - b. The argument states "[n]one of these emails—not a single one—mentions "The Face Book," "The Page Book," Thefacebook.com, [sic] or any web site created by Zuckerberg." See *Id.*, 11. This statement is misleading given the narrowness of the search parameters. Those parameters carefully avoided instructive keywords such as "facebook," "face book," "david london," "dustin moskowitz," and "chris hughes" as well as our various email addresses and DNS (domain name system) addresses. Ex. A, Decl. of Bryan J. Rose, Doc. No. 47, Exs. B, C.
 - c. I find it remarkable that none of this analysis involved Mark Zuckerberg's instant messaging traffic. Many of my around 200 document uploads to *The Harvard Crimson* server included instant messages, some of which included dialogue about Paul Ceglia. See Sec. No. 7 above.
 - d. David Kirkpatrick is cited as one of "numerous public sources" testifying to the creation of Facebook. This is shocking since to the best of my knowledge Kirkpatrick only became aware of these facts following his receipt of my package of around 200 emails and instant messages describing the events of 2002-2003. See Sec. 7. I had to send the package to him three times due to alleged confusion over his proper email address. Kirkpatrick knows from this information that Mark Zuckerberg's claims were

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disingenuous. In short, to the best of my knowledge Kirkpatrick was not a fact witness to the subject matter about which he writes. Ex.A, 7.

10. I have had an opportunity to review Mark Zuckerberg's June 1, 2011 DECLARATION OF MARK ELLIOT ZUCKERBERG" in *Paul D. Ceglia, v. Mark Elliot Zuckerberg and Facebook, Inc.*, 10-cv-569-RJA (NYWDCE 2010), Doc. No. 46. See **Exhibit B**. Mr. Zuckerberg makes the following statements that I know to be false and/or misleading:

- a. Zuckerberg's statement about how he met Paul Ceglia is misleading. I first found Paul Ceglia's listing on Craig's List and contacted him. I believe that it was only after my initial contact with Ceglia that Zuckerberg met him following my introduction. Ex. B, No. 6.
- b. Zuckerberg's statement "The document attached as Exhibit A to the Amended Complaint is not the written contract that I signed" is misleading. Subsequent to April 28, 2003, I asked Zuckerberg to send me a copy of the contract, which he did. It included references to both StreetFax and The Face Book because they first signed a StreetFax-only agreement, then amended the agreement in short order to include reference to The Face Book. The agreement that Zuckerberg sent to me made reference to The Face Book.
- c. **Zuckerberg's statement "I conceived of the idea for Facebook in or about December 2003" is false.** An expanded forensic search of the Harvard servers for email and instant messages will reveal unequivocally that I introduced the word "Facebook" (as one word) in late 2002 or early 2003 and pressed for its use, even over Zuckerberg's belief that it could not be trademarked. This search should include the email, instant message and DNS traffic for Dustin Moskowitz, Chris Hughes, Eduardo Saverin and me. See Ex. B., No. 11.
- d. In the Ceglia agreements, Zuckerberg's use of "The Face Book" instead of my suggestion to use simply "Facebook" is consistent with my earlier conversations with Zuckerberg where he was resisting the merging of "Face" and "Book" because he did not think the merged words could be trademarked.

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11. I am confident that at least Nicholas Carlson of *Business Insider* has the package of around 200 documents because (a) after he first received them in late 2003 or early 2004 from me, he asked me to verify their authenticity, and (b) he has been making regular reference to them in various *Business Insider* articles. For example, in his May 17, 2012 article titled “EXCLUSIVE: Mark Zuckerberg’s Secret IMs From College”¹² he makes a vague reference to me as his source (without proper credits) when he states “[t]hanks to four years of reporting, we’ve been able to view and report on a number of these IMs. Here, we’ve collected some of the best of them. These are illustrations of the IMs, not actual screengrabs.” See Exhibit C. I verify that the copy of Nicholas Carlson’s May 17, 2012 *Business Insider* article contained in Exhibit C is a true and accurate copy of the article as obtained from the *Business Insider* website on June 12, 2012.
12. I specifically recall asking Eduardo Saverin to send the package of around 200 emails and instant messages to Ben Mezrich. I told Saverin that I had already contacted Mezrich and that he (Mezrich) already knew the whole story. This conversation occurred at the same time Zuckerberg stripped Saverin of his ownership in the company they were forming.
13. Nicholas Carlson’s “illustrations” alter the evidence that I provided to him. While he rightly states in the article that the evidence was captured from “AOL Instant Messenger,” remarkably, he uses an iPhone IM (Instant Message) format to illustrate these conversations. It is common knowledge that iPhones did not exist until 2007. See Exhibit D for an actual AOL IM exchange between Mark Zuckerberg and Aaron Greenspan on March 5, 2004.¹³ I verify that to the best of my knowledge that the example AOL IM contained in Ex. D is substantially similar to the AOL IMs I provided to Nicholas Carlson and others as mentioned in Sec. 7 above. I further verify that the copy of the instant message conversation between Mark Zuckerberg and Aaron Greenspan contained in Ex. D is a true and accurate copy of the

¹² Nicholas Carlson, “EXCLUSIVE: Mark Zuckerberg’s Secret IMs From College.” *Business Insider*, May 17, 2012. Accessed Jun. 12, 2012 <<http://www.businessinsider.com/exclusive-mark-zuckerbergs-secret-ims-from-college-2012-5?op=1>>.

¹³ Aaron Greenspan. “Authoritas – One Student’s Harvard Admissions and the Founding of the Facebook Era.” *Interbook*, p. 294. Accessed Jun. 14, 2009 <<http://www.thinkpress.com/authoritas/index.html?page=310>>, “Page 294 Links - ‘March 5, 2004 - AOL Instant Messenger Conversation Between the Author and Mark Zuckerberg’”>.

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article as obtained from Aaron Greenspan's website located at URL

<http://www.thinkpress.com/authoritas/index.html?page=310> on Jun. 14, 2012.

14. Carlson also misrepresents the true date on at least one of the IM exchanges that I had with Zuckerberg only a few days after his infamous hacking of the Harvard House sites on October 28, 2003. See **Exhibit E**. He writes “[s]hortly after launching TheFacebook.com.” Remarkably, Carlson chose to date this IM exchange AFTER the launch of Facebook on Feb. 4, 2004 instead of giving its true date of sometime in late October or early November 2003. I verify that the document contained in Ex. E is a true and accurate copy of the diary as first downloaded from “Mark Zuckerberg’s Online Diary Oct. 28, 2003.” *02123mag.com*. Accessed Nov. 30, 2007 <<http://www.02138mag.com/magazine/article/1764.html>>. ¹⁴
15. Carlson also misrepresents the following IM in his May 17, 2012 article (Ex. C) by editing out my name from the conversation as shown below (my name is re-inserted in **bold** and underlined):

Zuck: Yeah so if you ever need info about anyone at Harvard

Zuck: Just ask.

Zuck: I have over 4,000 emails, pictures, addresses, SNS

[DAVID LONDON]: What? How'd you manage that one?

Zuck: People just submitted it.

Zuck: I don't know why.

Zuck: They "trust me"

Zuck: Dumb fucks

I verify that the IM conversation cited above was a conversation between Mark Zuckerberg and me within days after Oct. 28, 2003. Further, I verify that the name redacted from the representation of this IM as it appeared in the May 17, 2012 Carlson article is my name—**DAVID LONDON**.

16. By the time of the Oct. 28, 2003 hacking of the Harvard House sites, I believed I had no other choice from New Zealand other than to try and raise the red flag about Mark Zuckerberg's duplicity with individuals I had hopes would care about the right and wrong of the

¹⁴ Alternative source: “Mark Zuckerberg's October 28, 2003 ‘Let the hacking begin’ Diary.” *Scribd*. Accessed Jun. 12, 2012 <<http://www.scribd.com/doc/61678489/Mark-Zuckerberg-s-October-28-2003-Let-the-hacking-begin-Diary>>.

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circumstances and would intervene on my behalf. Sensing that I may need these conversations as later proof of my existence, I intentionally used a common New Zealand phrase “How’d you manage that one?” so that any future readers would recognize that a Kiwi (me) had played a formative role in the creation of Facebook. Sec. 15 above. At this point, from far off New Zealand, I was intentionally eliciting as much information from Zuckerberg as I could about Zuckerberg’s unconscionable activities before he stopped communicating with me, which occurred in short order thereafter.

17. My first conversations with Mark Zuckerberg in late 2002 and early 2003 included his lamentations over being spurned by a woman for whom he had an interest that was not reciprocated.
18. Zuckerberg made more than one reference to this woman as a “bitch” during these conversations.
19. As I recall, these conversation occurred on a Kirkland House instant messaging group. Other Kirkland House participants in the group made fun of Zuckerberg for his bad luck with the woman.
20. Zuckerberg and I discussed his idea for a system he wanted to call “FaceSmash,” which I took to be an emotional reaction to his bad luck with women, and specifically with the woman who had just spurned him.
21. I suggested to Zuckerberg that he should do a dating site instead and call it something like “Facemash.”
22. Several weeks went by and I contacted Zuckerberg to ask him how the “Facemash” idea was coming along. To my surprise he responded, “That is not your fucking idea.”
23. I bundled the package of conversations we had previously on the subject and sent them to him to remind him that I was the one who did suggest “Facemash” to him. He apologized for making the rude comment.
24. Within those weeks I had also struck up conversations with Chris Hughes and Dustin Moskowitz. I did not know initially that they were Mark Zuckerberg’s roommates in Kirkland House.

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25. I found Chris Hughes to be a personable, chatty fellow, and Dustin Moskowitz to be a more reserved and quiet type who spoke in short sentences. I found Mark Zuckerberg to be a schemer who used foul language prolifically.
26. In another conversation with Zuckerberg, he asked what I thought of the name "Mashable." I didn't think that made much sense as a name either.
27. Sometime in about January 2003, I first mentioned the idea for a "Facebook" platform for college students to Chris Hughes. I had not mentioned it to Zuckerberg at that stage. I suggested to Hughes that the username for this site could be the student's college identifications, which are all already unique.
28. Hughes mentioned my Facebook idea to his roommate Dustin Moskowitz who contacted me and I expanded on the idea that it needed to be more than just a picture, but could also be a common place for services like photos, ideas and chat.
29. Even at this early stage of the conversations I already had a strong sense that Moskowitz and Hughes were very intrigued with my idea for Facebook.
30. Hughes and Moskowitz told Zuckerberg about my Facebook idea sometime during Jan. 2003. When I asked them why they told Zuckerberg, they told me for the first time that Zuckerberg was their roommate.
31. Much instant message traffic transpired between the four of us (Zuckerberg, Moskowitz, Hughes and me) over the ensuing weeks.
32. During about Feb. 2003, Zuckerberg indicated that he might have a suitable platform, but said that it would be six to eight months before it would be ready. Soon after he said that, he emailed Moskowitz, Hughes and me "white papers" from Leader Technologies (also "Leader") that provided a high-level overview of their platform. See **Exhibit F**. I verify that the contents of Ex. F are a true and accurate copy of pages from the Leader Technologies white papers information forwarded to me by Mark Zuckerberg in or about Feb. 2003.
33. Zuckerberg asked me what I thought of the Leader information. I told him that I thought it was an intriguing high-level presentation, but since the platform would not be ready until the end of 2003, perhaps we should keep looking.
34. I asked Zuckerberg how he obtained the Leader information and he would not tell me.

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35. I asked Chris Hughes how Zuckerberg obtained the Leader information and he said that Leader Technologies was Max McKibben's father's company. He told me that Max McKibben was attending Harvard and lived in the house next to Kirkland House. He did not identify the person at Leader who provided the information. I have learned subsequently that Max McKibben lived in Winthrop House which is next door to Zuckerberg's Kirkland House.
36. The Leader information was plainly marked "Proprietary & Confidential Trade Secrets" and cited "The Uniform Trade Secrets Act," "The Economic Espionage Act of 1996," and "Proprietary & Confidentiality Agreements."
37. The fact that Zuckerberg had Leader's proprietary and confidential information disturbed me. The fact that he specifically knew when the software platform would be ready indicated that he had inside information. I decided to try and verify whether or not Zuckerberg received this sensitive information properly. I did not want my Facebook idea to be associated with any improper use of intellectual property..
38. Therefore, I found Leader Technologies's website at www.leader.com and sent an email to one of their published public email addresses.¹⁵ In the email, I described generally my interest in obtaining a platform for a university student application.
39. The Leader person who received my email forwarded my email to Leader's corporate counsel, Benjamin Zacks ("Zacks").¹⁶
40. Since I was unclear about Zuckerberg's source of Leader information, I asked probing questions of Zacks; including something to the effect of, "I understand Mark Zuckerberg has made an arrangement to obtain Leader's platform for use with our idea for a campus Facebook." Zacks responded that this was impossible since the platform had not yet been released."
41. I explained to Zacks my idea for a Harvard Facebook platform and that it appeared that Leader's technology platform might be capable of doing what we wanted. I described a wide-

¹⁵ Feb. 9, 2003, www.leader.com. Archive.org. Accessed Jun. 15, 2012 <<http://web.archive.org/web/20021006232621/http://leader.com/contact.htm>>.

¹⁶ Benjamin S. Zacks, Vice Chairman & CLO, LEADER TECHNOLOGIES LLC (bzacks@leader.com). Archive.org. Accessed Jun. 15, 2012 <<http://web.archive.org/web/20011216004527/http://leader.com/contact.htm>>.

See also Benjamin S. Zacks, Zacks Law Group LLC (bszacks@zlglaw.com). WestBanco/Berman, Ex. M-11. Accessed Jun. 15, 2012 <<http://www.bermanricocase.us/Exhibits/M-11.pdf>>.

See also www.zlglaw.com. Domain Discreet Privacy Service. WHOIS. Accessed Jun. 15, 2012 <md4cc008c0a161233081525f3ce6f2623@domaindiscreet.com>.

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ranging functionality we envisioned for Facebook. Zacks assured me that the Leader platform being developed could meet our needs, but would not be ready until later in 2003. I was skeptical that all of our desired functionality could be in one application, but Zacks assured me that it was. His estimates of when the Leader platform would be ready were consistent with what Zuckerberg had told us earlier.

42. I asked Zacks if I should communicate with Leader's founder, Michael McKibben. He said that all such communications as mine go through him and that he handled all the legal work. His unwillingness to authorize me to contact Michael McKibben, the inventor, was illogical, and thus suspicious, since it was apparent he was not technologically proficient.
43. I also asked Zacks if he could forward additional technical information to me like he had supplied to Zuckerberg. He said that he could not since I would have to sign a nondisclosure agreement which he was not willing to do at that time.
44. Having now confirmed from my email conversation with Zacks that Leader's platform would not be ready for many months, I consulted Craig's List and found a product named StreetFax advertised by Paul Ceglia and made email contact with Ceglia.
45. I generally described to Ceglia our need for a platform for Facebook. As I recall he wanted 30% of the business, which I thought was too high. Ceglia pitched me on StreetFax as well, but I doubted that it was anything we could use.
46. Weeks later, I received an email from Zuckerberg telling me that he had lost interest in pursuing the Facebook idea. Subsequent to Zuckerberg's expressed lack of interest, I also received similar "I've lost interest in Facebook" messages from Moskowitz and Hughes.
47. This 180-degree turn in interest was suspicious to me, so I decided to bait them with my questions to see what I could learn further about what was going on.
48. I responded to Zuckerberg that I would rekindle my earlier contact with Paul Ceglia and that I would work to implement the Facebook platform between Paul Ceglia and me. I told him that Ceglia and I had negotiated terms of 10-15% Ceglia participation in Facebook in exchange for our use of a platform to be provided by Ceglia.

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49. After telling Zuckerberg that I had rekindled the Ceglia negotiations, I received an email from Ceglia telling me that Zuckerberg had contacted him and would sign a contract for Ceglia to provide our Facebook platform.
50. I responded to Ceglia that Zuckerberg had just told me he had lost interest, and that he had no authority from me to sign a contract on my behalf since the original idea for Facebook was a Kiwi from the other side of the planet (me) and not his.
51. Nonetheless, Ceglia informed me that he had met Zuckerberg at a hotel and signed a contract with Zuckerberg for Facebook and that my relationship with Zuckerberg was not his problem.
52. Several weeks later, I contacted Zuckerberg and asked him for a copy of the signed Ceglia agreement, which he sent to me. I asked him why he signed the agreement since I had specifically told him not to sign it, and that he had no authority to sign it. Zuckerberg responded that he thought I had authorized him to sign it. This was an equivocation, since I believe he could have no doubt that I told him *not* to sign it.
53. After the Ceglia contract was signed, nothing seemed to happen. At some point thereafter, Chris Hughes told me that they remained interested in the Leader Technologies platform, but because of delays it would not be ready until Oct. 2003 because it “needed to be debugged.”
54. Since it became apparent that the Leader platform was now the platform of choice, I continued to communicate with Zacks to elicit as much information as I could about his authority to offer Leader’s technology to us. I told him much about Facebook, using the “Facebook” name often in my emails.
55. I continued to speak about our need for a Facebook platform with Zacks. I believe at some point my detailed discussions of our product ideas made Zacks nervous because he volunteered at some point in the first half of 2003 that he was in the process of disengaging from Leader. He said he was moving to a much larger company with something like “Billing” in the name. He eventually told me that he could not speak with me further about Facebook while he was still associated with Leader. This about-face announcement of his departure from Leader and his cessation of discussion of Facebook was a certain red flag since Zacks had earlier sworn me off of speaking with Michael McKibben about supplying our platform.

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56. I asked Zuckerberg and Hughes how much the Leader platform would cost to license. They said “Don’t worry about it.” This lack of attention to the business arrangement with Leader caused me even more concern since a license negotiation would normally be the next logical step.
57. At this point, I became suspicious of Zacks’ activities regarding Leader Technologies and attempted to reach out to someone else at Leader to warn them of my suspicions about Zacks. None of my warning emails received a response. I do not know who at Leader may have received them, or even if they did.
58. In about June 2003, I was copied on an email among Zuckerberg, Hughes and Moskowitz who all agreed that their information was that the Leader platform would be “debugged” in October 2003. I asked how they knew this so specifically, but no one told me, other than to assure me that the source was reliable. I do not know whether or not they knew about my side conversation with Zacks, but the time frames for availability were all consistent, so I assumed the source was an insider at Leader Technologies.
59. In June-July 2003 I initiated contact with Sean Parker by suggesting to Dustin Moskowitz that we get in touch with him for assistance with Facebook. Parker was moving his residence at the time, but I believe Zuckerberg, Hughes and/or Moskowitz did get in touch with Parker, who eventually assisted with financing for the first Facebook platform. I also believe that Parker knew about the coming Leader Technologies platform.
60. After June 2003 Zuckerberg, Moskowitz and Hughes all gave me the cold shoulder, saying that they were “too busy” or “had other projects” or were planning to “do something else.” This was about the time that I first contacted the Winklevoss twins about my idea for Facebook.
61. Once Sean Parker became involved, I believe he played Zuckerberg against me to push me out of the picture.
62. Chris Hughes confirmed to me that they (Zuckerberg, Hughes and Moskowitz) received the Leader source code in late October 2003, about the time of Zuckerberg’s infamous hacking of the Harvard House sites. See Ex. E.

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63. Chris Hughes shared with me additional Leader technical data and graphical illustration information in October 2003. It was now apparent to me that someone at Leader was sharing their intimate knowledge of the Leader platform with Mark Zuckerberg, Chris Hughes and Dustin Moskowitz.
64. I do not know who at Leader provided Zuckerberg, Moskowitz and Hughes the Leader source code. However, it is my reasonable belief that the source of the Leader source code delivered to Mark Zuckerberg in October 2003 was arranged by Benjamin Zacks.
65. It is my reasonable belief that Adam D'Angelo was engaged by Zuckerberg to configure the Leader code, and that Eduardo Saverin provided the financing to rent servers necessary to run the system.
66. Both Chris Hughes and Dustin Moskowitz told me that the Leader source code was good. By contrast, Zuckerberg said that he did not think the Leader source code was any good. The contrast seemed odd, as if Zuckerberg was intentionally downplaying his interest.
67. After Zuckerberg, Moskowitz and Hughes received the Leader source code, I asked them if I could receive a copy of it also in order to review it myself. They said they could not share it with me because I needed to sign some sort of confidentiality agreement first. As a result, I was unable to determine for myself whose assessment of the Leader source code was accurate. I strongly suspected that this ambiguity was intended to marginalize me in this project.
68. In parallel with these events, Zuckerberg was nurturing a side dialog with the Winklevoss twins, who were attempting to get their Harvard Connections site up and running. I believe that Zuckerberg's intention with the Winklevosses was to stall their development of a rival Facebook, just like he preempted my contract with Ceglia to prevent me as well. Once it became evident that I was being marginalized by Zuckerberg, I made contact with the Winklevosses. See Sec. 60 above.
69. I also made contact with Wayne Chang, who was recruited by the Winklevosses to try and build their Harvard Connection system after they were stiffed by Mark Zuckerberg in early 2004.
70. In parallel with these events, Zuckerberg was also in dialogue with Aaron Greenspan about his houseSYSTEM, with whom I had dialogue about using the name Facebook in his system

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once it became clear that Mark Zuckerberg was betraying everyone in his path. I believe that Zuckerberg's intention here was also to stall Greenspan while he waited for the Leader platform source code. I had some conversations with Greenspan and provided him a portion of the 200 emails and instant messages.

71. After the launch of thefacebook.com on Feb. 4, 2004, I began sending packages of my emails and instant messages with Zuckerberg, Moskowitz and Hughes to numerous individuals to let them know that Zuckerberg was a thief and a fraud, in my experience and opinion. See Sec. 7 above.

72. Facebook's attorney Lisa Simpson with the Orrick law firm reached out to me after she became aware of my package of 200 emails and instant messages. I rebuffed her initial suggestion for a settlement payment. After that she threatened me with legal action and attempted to get me to sign some sort of waiver. About this time she was also attempting to examine a secretly recorded video of Mark Zuckerberg which I have viewed that validates this affidavit about the origins of Facebook. In this video, Mark Zuckerberg admits he did not have the idea for Facebook.

73. I verify that I agreed to a polygraph examination conducted by Morris E. Ragus, APS, Inc., Forensic Psychophysiological Assessments, 3242 Babcock Boulevard, Pittsburgh, PA 15227 regarding the subject matter of this affidavit. I further verify that the reports prepared by Mr. Ragus are included as Exhibit G as they were received by me in their entirety.

FURTHER AFFIANT SAYETH NAUGHT

David London
David London

SWORN AND SUBSCRIBED before me, a Notary Public, this 23 day of June,

2012.



TYSON ROGERS
Notary Public, State of Ohio
My Comm. Expires Aug. 18, 2015

Tyson Rogers

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EXHIBIT A

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

PAUL D. CEGLIA,

Plaintiff,

v.

MARK ELLIOT ZUCKERBERG and
FACEBOOK, INC.,

Defendants.

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

**DEFENDANTS' MEMORANDUM OF LAW
IN SUPPORT OF THEIR MOTION FOR EXPEDITED DISCOVERY**

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**DEFENDANTS' MEMORANDUM OF LAW
IN SUPPORT OF THEIR MOTION FOR EXPEDITED DISCOVERY**

Defendants Mark Zuckerberg and Facebook, Inc. respectfully move this Court to grant expedited, phased discovery and to issue an order: (a) compelling immediate production of the original signed version of the purported contract attached to the Amended Complaint, the native electronic version of that document, and all copies of the purported contract in electronic or hard-copy form; (b) compelling immediate production of the purported emails described in the Amended Complaint in their original, native electronic form, as well as all copies of the purported emails in electronic or hard-copy form; and (c) immediately seizing, and permitting Defendants to inspect, every computer in Plaintiff Paul Ceglia's possession, custody, or control, including the computers at his parents' house. Because this discovery will bring this case to an immediate end by establishing that the purported contract and emails are forgeries, this Court should order that all other discovery be stayed until Defendants' requested discovery is completed.

INTRODUCTION

Paul Ceglia alleges that he owns a substantial share of Facebook, Inc., and bases his claims on what he says is a contract signed by Mark Zuckerberg and emails memorializing their purported partnership. The contract is a cut-and-paste job, the emails are complete fabrications, and this entire lawsuit is a fraud.

Zuckerberg has now declared under oath that he did not sign the contract attached to Ceglia's complaint, and that he did not write or receive any of the purported emails quoted in the Amended Complaint. *See* Zuckerberg Decl., ¶¶ 5, 14. Moreover, Defendants retained digital forensic examiners to review Zuckerberg's Harvard email account and found none of the purported emails in it. *See* Rose Decl., ¶ 7. What they did find were the genuine emails between

Ceglia and Zuckerberg from the same time period — and those emails directly contradict Ceglia’s made-up story. *Id.*, ¶ 8. Ceglia and Zuckerberg did exchange emails, and did sign an agreement, but their discussions and agreement concerned only some coding work that Zuckerberg performed for StreetFax.com — a web site that posted photographs of traffic intersections for use by insurance adjustors. Zuckerberg and Ceglia never discussed Facebook and they never signed a contract concerning Facebook — a fact that is not surprising given that Zuckerberg did not even conceive of Facebook until long after the purported contract was signed in April 2003. Zuckerberg Decl., ¶ 11. Ceglia appears to have doctored the genuine contract — which concerns StreetFax and StreetFax alone — and then fabricated emails to make it appear that he and Zuckerberg were actually discussing and reaching agreements about Facebook.

One of the nation’s top experts in document authentication has examined the purported contract and concluded that it is an “amateurish forgery.” Romano Decl., ¶ 16. The document is riddled with numerous tell-tale signs of fraud, such as the fact that page 1 (which purports to convey an interest in “The Face Book”) has different margins and formatting from page 2 (which contains the signatures, yet does not mention “The Face Book”). Moreover, although the purported contract is dated April 2003, page 1 refers to “StreetFax LLC” — an entity that was not created until August 2003.

Ceglia’s claim that he signed a contract with Zuckerberg entitling him to a significant ownership share of Facebook, Inc. — and then forgot about it for seven years — is incredible on its face, and the many indicators of fraud that permeate this case would call into serious question the allegations of any plaintiff. But Paul Ceglia is not just any plaintiff. He is a convicted felon and well-known scam artist who has spent the last decade of his life ripping people off. Any possible doubt that this lawsuit is a fraud evaporates when one considers Ceglia’s long criminal

history, which includes a first-degree felony conviction in Texas in 1997; an arrest, followed by a no-contest plea, in Florida in 2005; a land scam that Ceglia orchestrated in the mid-2000s that included fraudulent sales of property in New York and Florida facilitated by falsified government documents; and criminal and civil charges in 2009 brought by the Allegany County District Attorney's Office and the New York Attorney General's Office for defrauding citizens in upstate New York through a scam involving the sale of wood pellets used to heat homes. *See* Henne Decl. ¶¶ 5-24. As then-Attorney General Andrew Cuomo publicly stated: Paul Ceglia has “repeatedly lied” in his efforts to cheat and defraud. *Id.*, Ex. B.

The fact that Ceglia has spent the past seven years as a hustler engaged in various land swindles and wood-pellet scams further highlights the fraudulent nature of his claims in this case. If Ceglia were in fact the owner of a substantial stake in Facebook, why would he have resorted to a life of crime?

Ceglia has refused to produce the original version of the purported contract; he has failed even to produce copies of the alleged emails; and his own lawyer admitted to the *Wall Street Journal* that he was initially “skeptical of Mr. Ceglia’s claims.” Geoffrey A. Fowler and Scott Morrison, *Fight over Facebook Origins Escalates*, WALL ST. J. B1 (Apr. 13, 2011). Ceglia’s lawyer nonetheless asserted that the contract was “authentic” because he “brought in an outside expert to examine the computer file used to create the contract and to verify when it was first created.” *Id.* Defendants are entitled to test that assertion before they are unfairly subjected to months of full-blown discovery in a case that rests on what will quickly be shown to be forged documents.

Federal Rule of Civil Procedure 26(d)(1) empowers this Court to order expedited discovery based on a showing of reasonableness and good cause — a standard that courts have

deemed satisfied where there has been a showing of possible fraud on the court or a need to preserve electronic evidence before it can be tampered with or destroyed. *See, e.g., Stern v. Cosby*, 246 F.R.D. 453, 457 (S.D.N.Y. 2007) (granting expedited discovery to prevent possible fraud on the court); *Physicians Interactive v. Lathian Systems Inc.*, 2003 WL 23018270 (E.D. Va. Dec. 5, 2003) (granting expedited discovery to preserve electronic evidence).

The facts that Defendants have already gathered overwhelmingly establish that good cause exists to permit Defendants to take expedited, surgically-targeted discovery that will readily establish that the contract and emails are fabricated, and that this lawsuit is nothing more than Paul Ceglia's latest scam. The discovery will include forensic examination of Ceglia's computers, as well as the original version of the purported contract. When this testing confirms that all of these documents are forgeries, this lawsuit will end immediately.

FACTUAL AND PROCEDURAL BACKGROUND

1. Zuckerbergs Work For StreetFax In 2003.

In early 2003, Mark Zuckerberg was a freshman at Harvard University. Zuckerberg Decl., ¶ 6. He saw an online job listing regarding development of a web site. *Id.* He responded to the listing and learned that the project was for a company called StreetFax, which used the web site StreetFax.com. *Id.* StreetFax.com was a web site that provided a database of photographs of traffic intersections for use by insurance adjustors.

In or about April 2003, Zuckerberg agreed to provide limited web site development services for StreetFax and signed a contract memorializing this agreement. Zuckerberg Decl., ¶ 7. The contract was provided to Zuckerberg by Paul Ceglia. *Id.*

The document attached as Exhibit A to the Amended Complaint is not the contract that Zuckerberg signed. Zuckerberg Decl., ¶ 8. The contract that Zuckerberg signed only concerned

web site development for StreetFAX. *Id.*, ¶ 9. It did not mention or concern Thefacebook.com, or any related social networking service or web site. *Id.* Zuckerberg did not enter into, and has never entered into, any contract or agreement with Ceglia or StreetFAX, concerning Thefacebook.com, or any related social networking web site. *Id.*, ¶ 10.

Zuckerberg performed his web development work for StreetFAX and it is undisputed that Ceglia had no contact or communications with Zuckerberg during the years that followed.

2. In 2010, Ceglia Reappears And Claims To Own 84 Percent Of Facebook, Inc.

Zuckerberg launched Thefacebook.com on February 4, 2004, more than nine months after he purportedly signed the contract attached to Ceglia's complaint. In the years that followed, Facebook underwent astronomical growth and is now widely celebrated as one of the great recent success stories in American business. What started as a small company managed by Zuckerberg and a handful of friends from a room in a summer sublet has now transformed into a business with thousands of employees and more than 500 million users worldwide. It is a company that spans the globe and has revolutionized the ways in which people connect and share with one another.

In 2010 — more than six years after Zuckerberg's dealings with StreetFAX — Ceglia emerged from out of the blue with a lawsuit. Ceglia attached to his complaint a document purporting to be a contract he signed with Zuckerberg in April 2003. That document addresses not just the StreetFAX project but makes references to a project described variously as "The Face Book" and "The Page Book." Ceglia claimed that the purported contract entitled him to 84 percent of Facebook, Inc. As to why he had remained silent for the past seven years, Ceglia explained that he had recently discovered the purported contract when he was looking through his papers in the wake of one of his recent arrests. *See* Bob Van Voris, *Facebook Would-Be*

Owner Says He Owes His Claim to Arrest, Bloomberg, Aug. 2, 2010. Ceglia stated that his lawsuit against Zuckerberg “wouldn’t have been possible if state troopers hadn’t come to his house in October to arrest him for fraud.” *Id.*

Ceglia filed his lawsuit in state court, alleging a breach of contract claim. Defendants removed the case to this Court on diversity grounds. Ceglia sought remand on the theory that Zuckerberg — who has lived and worked year-round in California for years, as would be expected of the CEO of a major California-based company — is actually a domiciliary of New York. This Court rejected Ceglia’s argument and denied remand. *Ceglia v. Zuckerberg*, 2011 WL 1108607 (W.D.N.Y. Mar. 28, 2011).

3. Ceglia Abandons His Original Claims And Changes His Story.

During the remand proceedings, Defendants pointed out the incredible nature of Ceglia’s claims and declared that his lawsuit was a fraud based on a fabricated contract. In response, Ceglia did an about-face. He pulled back his original complaint, retained new lawyers, and filed a new complaint filled with new facts and new legal theories. The Amended Complaint is fundamentally inconsistent with the original complaint. Among other things, Ceglia dropped his claim that he owns 84 percent of Facebook, Inc., replacing it with a demand for 50 percent of Zuckerberg’s stake. Ceglia also alleged, for the first time, that he formed a general partnership with Zuckerberg. Whereas Ceglia had originally claimed that he signed the contract in 2003 and apparently forgot about it until 2010 when he discovered it amidst his papers, he now claimed that after signing the contract he and Zuckerberg engaged in an intense period of creative collaboration during which Ceglia contributed sweat equity, along with many innovative business and marketing ideas. *See* Amended Compl., ¶¶ 31-52. These new allegations are based

on what Ceglia alleges are emails to and from Zuckerberg — emails that are not mentioned in the original complaint and are not attached to the Amended Complaint.

CEGLIA’S DOCUMENTS ARE FORGERIES

Mark Zuckerberg has sworn under oath that he did not sign the contract attached to Ceglia’s Amended Complaint, that he did not write the emails Ceglia attributes to him, and that he did not receive any of the emails Ceglia claims to have sent him. Zuckerberg Decl. ¶¶ 5, 14. As set forth below, the evidence Defendants have gathered to date corroborates Zuckerberg’s sworn statements and confirms that Ceglia’s documents are forgeries.

1. The Purported Contract Is A Forgery.

Ceglia’s claim that Zuckerberg entered into a contract concerning Thefacebook.com in April 2003 is impossible as a matter of historical fact. Zuckerberg did not conceive of the idea for Facebook until in or about December 2003. *See* Zuckerberg Decl., ¶ 11.

This timing is confirmed by numerous public sources. The creation of Facebook has been widely documented and there is no evidence that Zuckerberg had even thought of Thefacebook.com in April 2003, let alone that his thinking was sufficiently advanced that he would enter into contracts to secure capital and grant ownership rights in the business.¹

¹ *See, e.g.*, David Kirkpatrick, THE FACEBOOK EFFECT 19-30 (2010) (“At the [fall 2003] semester’s end everyone in [Zuckerberg’s mathematics course] went out to dinner and ended up talking about the need for a ‘universal facebook.’ So Zuckerberg went home and built one. . . . Zuckerberg later said that it was the *Crimson*’s editorials [published towards the end of the 2003 fall semester] about Facemash that gave him the initial idea for how to build Thefacebook.”); Jose Antonio Vargas, *The Face of Facebook*, THE NEW YORKER, Sept. 20, 2010 (discussing winter of early 2004, Zuckerberg is quoted as describing how he and his friends “would hang out and go together to Pinocchio’s, the local pizza place, and talk about trends in technology. We’d say, ‘Isn’t it obvious that everyone was going to be on the Internet? Isn’t it, like, inevitable that there would be a huge social network of people?’”); Claire Hoffman, *The*

[Footnote continued on next page]

In addition to being impossible as a matter of historical fact, the purported contract is an obvious cut-and-paste job. This is apparent from the face of the document. Among other things, the column widths and margins are inconsistent, which indicates that the document has been altered and reproduced. Many words and sentences simply make no sense, and the document is riddled with internal inconsistencies and contradictions strongly indicative of fraud. Tellingly, there are many discrepancies between page 1 (which purports to convey an interest in “The Face Book”) and page 2 (the page with Ceglia’s and Zuckerberg’s signatures, and which makes no mention of “The Face Book” or anything similar). Ceglia appears to have taken page 2 of the signed StreetFax contract and appended it to a doctored version of page 1, which Ceglia has edited by adding references to “The Face Book.”

One notable difference is that page 1 and page 2 refer to StreetFax by different names: page 1 refers to “StreetFax LLC,” whereas page 2 refers to “StreetFax Inc.” This is a critical distinction. StreetFax LLC did not exist in April 2003 when the contract was purportedly signed

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Battle For Facebook, ROLLING STONE, Jun. 26, 2008 (“Zuckerberg has said under oath that he began writing the code for TheFacebook.com, his site’s first incarnation, in January It took him maybe a week or two, he claims, in between homework and finals. He was inspired, he said, by an editorial in *The Harvard Crimson* about his Facemash debacle [in November 2003].”); Lesley Stahl, *The Face Behind Facebook*, 60 MINUTES – CBS NEWS, Jan. 13, 2008, www.cbsnews.com/stories/2008/01/10/60-minutes/main3697442.shtml (describing the creation of thefacebook.com as occurring after the fall 2003 release of Facemash.com); John Cassidy, *Me Media: How Hanging out on the Internet became big business*, THE NEW YORKER, May 15, 2006 (describing the initial conception of Thefacebook.com as occurring in November/December 2003 and its launch in February 2004); Alan J. Tabak, *Hundreds Register for New Facebook Web site – Facemash creator seeks new reputation with latest online project*, THE HARVARD CRIMSON, Feb. 9, 2004 (“When Mark E. Zuckerberg ’06 grew impatient with the creation of an official universal Harvard facebook, he decided to take matters into his own hands. After about a week of coding, Zuckerberg launched thefacebook.com last Wednesday afternoon.”).

— it was formed in August 2003. *See* Henne Decl., Ex. I (StreetFax LLC Articles of Organization). This is strong evidence that page 1 is a recent forgery: Ceglia apparently forgot that the LLC did not exist in April 2003 when he set to work doctoring the purported contract.

Frank Romano is Professor Emeritus at the Rochester Institute of Technology and one of the leading experts in the field of document authentication; his career in the printing industry has spanned more than 50 years. Professor Romano examined the copy of the purported contract attached to the Amended Complaint and identified many “significant inconsistencies” between page 1 and page 2. These include:

- All references to the “The Face Book” and “The Page Book” appear only on page 1. Romano Decl., ¶ 16.
- There are significant differences between the widths of the columns, margins, and “gutter” (the space between the columns) on pages 1 and 2. Specifically, the column widths are wider on page 1 than page 2, while the widths of the margins and “gutter” are narrower on page 1 than page 2. *Id.*, ¶ 14(d).
- The type size on page 1 is larger than the type size on page 2. Similarly, the type density on page 1 is darker than the type density on page 2. *Id.*, ¶ 14(c).
- On page 1, the spacing between the paragraphs varies between single, double, and triple spacing. On page 2, the spacing between paragraphs is uniformly single. *Id.*, ¶ 14(b).
- The indents on page 1 are wider than the indents on page 2. It is highly unusual for such inconsistencies to appear within a document because formatting is usually set up in advance and consistent throughout the document. *Id.*, ¶ 14(a).

Professor Romano concluded:

Based on my professional experience and judgment, my opinion is that Page 1 and Page 2 of [the document] were printed at different times on different printers. This strongly indicates that, at least in part, [the document] is forged. Furthermore, all the references to “The Face Book” or “The Page Book” appear on Page 1. Thus, it is my conclusion that Page 1 of [the document] is an amateurish forgery.

Romano Decl., ¶ 16 (emphasis added).

2. The Purported Emails Are Forgeries.

Defendants engaged digital forensic examiners to review all of Zuckerberg’s emails contained in the email account he used while a student at Harvard. That account contains emails from the 2003-2004 time period. The emails Ceglia quotes in his Amended Complaint do not exist in the account. They are complete fabrications.

The process through which Zuckerberg’s Harvard emails were obtained and reviewed is set forth in the attached declaration of Bryan Rose, a former Assistant United States Attorney. As Mr. Rose explains, the highly-regarded digital forensics firm Stroz Friedberg obtained a complete and accurate copy of the entire contents of Zuckerberg’s Harvard University email account, including both sent and received mail, as the account existed in October 2010. Rose Decl., ¶ 5. It also obtained a copy of Zuckerberg’s account as it existed in April 2011. *Id.*, ¶ 4. Stroz Friedberg ran searches on all emails in the account using search terms containing the words and phrases taken from the purported emails excerpted in Ceglia’s Amended Complaint. *Id.*, ¶ 7. Based on these searches, Mr. Rose determined that the purported emails were not in Zuckerberg’s email account. *Id.*

However, the account did contain more than 175 emails between Zuckerberg and Ceglia (or other persons affiliated with StreetFax) from 2003 and 2004. These verifiably genuine

emails establish that Ceglia's entire case is fiction and the story he tells in his Amended Complaint is a lie.

The real facts, as reflected in the emails captured from Zuckerberg's account, are as follows:

- Zuckerberg exchanged more than 175 emails with Ceglia or other persons affiliated with StreetFax. None of these emails — not a single one — mentions “The Face Book,” “The Page Book,” Thefacebook.com, or any web site created by Zuckerberg. Rose Decl., ¶ 8.
- The only topic of discussion between Zuckerberg and Ceglia (or his associates) was the StreetFax project. *Id.*
- The emails show Ceglia profusely apologizing to Zuckerberg for failing to pay Zuckerberg for his work on the StreetFax web site and asking for more time to scrape the money together. For example, in a February 16, 2004 email to Zuckerberg, Ceglia wrote: “I can fully understand your frustration and hope that you have felt and feel from me sincere regret for such huge delays. . . . If there is any way I can assure you that I have absolutely every intention of paying you what is owed plus some when we finally catch up to our sales goals it would be appreciated to a level I cant express in words. After all this time please allow us a little more time to make things right with you. . . . I will nervously await your reply and hope you can grant us more time.” Rose Decl., Ex. D.
- The emails show an increasingly desperate Ceglia offering excuse after excuse for his delay in paying, and claiming that he was seeking to sell his property to raise the money he owed Zuckerberg. For example, in a March 20, 2004 email to

Zuckerberg, Ceglia wrote: “I unfortunately dont have any cash to give you right now” but “I have even listed my only rental property for sale in the hopes of clearing up my past debts.” Rose Decl., Ex. E.

- The emails also show Ceglia attempting to persuade Zuckerberg to accept StreetFax equity (which was worthless) in lieu of payment. For example, in a March 31, 2004 email to Zuckerberg, Ceglia wrote: “As I try to come up with solutions one that I havent before thought of comes to mind. Stock. . . . [I] realize that with our inability to pay you so far that this might not sound like an attractive offer It would be a tremendous load of my mind to reach an agreement with you Mark on this, I really hope you find this agreeable.” Rose Decl., Ex. F.

These indisputably genuine emails — as they appear on the account maintained by Harvard University — directly contradict the invented narrative set forth in Ceglia’s Amended Complaint and establish beyond any possible doubt that the purported emails Ceglia discusses in his Amended Complaint are fabrications. Out of the more than 175 emails, there is not a single one in which Zuckerberg and Ceglia discuss Facebook or any social networking web site.

It is utterly implausible that Ceglia would have been begging a Harvard sophomore for extra time to raise money to pay a small debt, “nervously await[ing] [his] reply” (Rose Decl., Ex. D), without once mentioning Ceglia’s purported 50 percent stake in the Facebook business. Nor do the authentic emails contain any evidence — as his Amended Complaint alleges, *see* ¶¶ 45-46 — that, just a few weeks before, he had relinquished an additional 34 percent stake (the purported late penalty) voluntarily and without compensation. The authentic Ceglia emails — which show Ceglia apologizing, begging Zuckerberg’s forgiveness, offering excuse after excuse,

asking for more time, even promising to sell his property to raise the money he owed Zuckerberg — demonstrate that the narrative in Ceglia’s complaint is utter fiction.

That conclusion is further confirmed by linguistic analysis of the alleged emails Ceglia purports to quote in the Amended Complaint. Gerald McMEnamin is Professor Emeritus of Linguistics at California State University in Fresno and a forensic linguist who has rendered expert opinions in more than 600 cases. Professor McMEnamin studied the text of the purported Zuckerberg emails that appear in Ceglia’s Amended Complaint and determined that it is probable that Zuckerberg was not the author. *See* McMEnamin Decl. ¶ 4. Professor McMEnamin performed a stylistic analysis — examining the language and tone used in a sample of emails genuinely authored by Zuckerberg to Ceglia and other persons affiliated with StreetFax during the relevant time period — and compared them to the language and tone of the purported emails. *Id.*, ¶¶ 8-10. He determined, among other things, that the Amended Complaint purports to quote Zuckerberg spelling certain words differently than Zuckerberg repeatedly spells them in authentic Zuckerberg emails. *Id.*, ¶ 11. Likewise, the sentence structure of the purported emails differs from the sentence structure in authentic Zuckerberg emails. *Id.* Based on these and many other discrepancies, Professor McMEnamin concluded that “it is probable that Mr. Zuckerberg is not the author” of the purported emails in the Amended Complaint. *Id.*, ¶ 4 (emphasis added).

3. Ceglia’s Long History Of Scams And Criminal Misconduct.

Ceglia is a professional con artist. A comprehensive background investigation conducted by the nationally renowned investigative firm Kroll Associates, Inc. established that Ceglia is a career criminal who has engaged in fraud, subterfuge and falsification of documents. From his 1997 felony conviction through his 2009 arrest for scamming New Yorkers, Ceglia has a long record of criminal and fraudulent behavior that spans decades. The following is a summary of

Ceglia's known criminal history, as investigated and attested to by Don Henne, a former Lieutenant Commander and officer in the New York City Police Department with 20 years of law enforcement experience.

- In March 1997, Ceglia was convicted in Texas of aggravated possession of a controlled substance, a first-degree felony. Court filings indicate he was in possession of more than 400 grams of psilocybin, including diluents. Psilocybin is a hallucinogenic compound found in certain mushrooms. Ceglia was sentenced to 10 years of probation and paid \$15,000 of a \$25,000 fine; the remaining \$10,000 was suspended. Henne Decl., ¶ 10.
- In May 2005, Ceglia was arrested in Florida for trespass while trying to sell property in a private orange grove to an elderly couple. Ceglia falsely told the arresting officer that he had an easement along the grove. The rightful property owner confirmed that no such easement existed and insisted on pressing charges. In October 2005, Ceglia pleaded no contest to first-degree misdemeanor trespass, and was ordered to pay a fine. *Id.*, ¶ 12.
- That trespass incident appears to be part of a wide-ranging criminal land scam involving the fraudulent sale of land in New York and Florida. Working from his base in Wellsville, Ceglia defrauded numerous victims by, among other things, (1) fraudulently misrepresenting tracts of land as buildable or useable as residential tracts when, in fact, they were not; (2) engaging in “shill bidding” on eBay, thus artificially inflating the price of the land being auctioned; and (3) in some cases, simply accepting down payments and financing payments for land that he did not own and was in no position to sell. *Id.*, ¶¶ 16-24.

- Ceglia’s falsification of documents did not begin with this case. Ceglia furthered his land scam by forging official government documents. Kroll investigators shared with Florida authorities the purported government document that Ceglia had provided to at least two of his victims to facilitate his sales of non-buildable land. After examining the document, the Director of the Polk County (Florida) Land Development Division stated that it had likely been doctored by removing the conditions necessary for a building permit to be obtained and having “whited out” the identifying parcel number. *Id.*, ¶¶ 20-22.
- In 2009, Ceglia was arrested and charged with consumer fraud by the Allegany County District Attorney’s Office and sued by then-Attorney General Andrew Cuomo. Ceglia was charged with running a scam in which local residents bought wood pellets for heating purposes that he never actually delivered. *Id.*, ¶¶ 5-8. Resolution of the civil case was contingent on Ceglia paying \$25,000 in penalties, and more than \$100,000 in restitution to the dozens of customers that he victimized. *Id.*, ¶ 6.

ARGUMENT

District courts within the Second Circuit have broad discretion to expedite and sequence discovery. As shown below, Defendants have established good cause warranting expedited discovery into the authenticity (or lack thereof) of the purported contract and emails on which Ceglia bases his claims. All other discovery should be stayed until this initial inquiry is complete.

I. Federal Courts Have Broad Discretion To Order Expedited, Staged Discovery.

District courts may grant expedited discovery under Federal Rule of Civil Procedure 26(d)(1) based on “the flexible standard of reasonableness and good cause.” *Ayyash v. Bank al-Madina*, 233 F.R.D. 325, 327 (S.D.N.Y. 2005). Determining whether good cause exists typically requires weighing the prejudice the moving party will suffer from delay against the prejudice, if any, that the responding party will suffer from expedited discovery. *See OMG Fidelity, Inc. v. Sirius Technologies, Inc.*, 239 F.R.D. 300, 305 (N.D.N.Y. 2006) (granting expedited discovery based on “a comparison of the potential prejudice which will be suffered by the defendant if discovery is permitted, and that which will be experienced by the plaintiff if denied the opportunity for discovery at this stage”).

Courts have found the “good cause” standard satisfied in cases where there are indications that an ongoing fraud is threatening the integrity of the judicial process. For example, in *Stern v. Cosby*, 246 F.R.D. 453, 457-58 (S.D.N.Y. 2007) (Chin, J.), the court granted expedited discovery into whether the defendant was “attempting to obstruct justice by offering to pay money” to witnesses for their testimony, because if the defendant “was actually attempting to obstruct justice, her efforts could very well have endangered the integrity of the judicial process.” The court explained that the victimized party’s “desire to explore this question expeditiously — before full and normal discovery — is reasonable and understandable.” *Id.* The court granted expedited discovery based on the plaintiff’s prima facie evidentiary showing that a fraud on the court was occurring. *See id.* (explaining that the defendant’s lawyer “may have to do things in a different sequence from what she would otherwise have preferred, but I am sufficiently concerned about what I have heard . . . that I believe these matters should be explored expeditiously”).

Indeed, this Court has granted expedited discovery based on the movant's argument that immediate and targeted discovery was necessary to determine whether the opposing party was perpetrating a fraud. *See UnitedHealthCare Services v. Miller*, No. 1:09-cv-00276-RJA-LGF (W.D.N.Y. Apr. 20, 2009). In that case, the plaintiff UnitedHealthCare Services suspected that the defendant had engaged in a fraudulent scheme by fabricating insured employee accounts and seeking reimbursement for fictional insurance claims. This Court determined that the company had demonstrated good cause and ordered expedited discovery to obtain documents and depositions concerning the potential fraud. *Id.* (ECF #7). Similarly, the Court granted expedited discovery in *U.S. Commodity Futures Trading Commission v. Atwood & James, Ltd.*, 2009 WL 666970, at *5 (W.D.N.Y. Jan. 23, 2009), explaining that good cause existed to permit expedited discovery "for the purpose of discovering the nature, location, status and extent of [the opposing party's] alleged wrongdoing (including but not limited to the possible involvement of others)" Other courts have reached similar conclusions. *See, e.g., Ayyash*, 233 F.R.D. at 326-27 (Lynch, J.) (granting expedited discovery into the location of defendants' assets based on plaintiff's "strong evidentiary showing" that defendants had engaged in fraud); *Amari v. Spillan*, 2008 WL 5378339, at *1, 3 (S.D. Ohio Dec. 19, 2008) (plaintiff's "need for" expedited discovery "outweigh[ed] the prejudice to Defendants" where a three-year "scam" involving fraudulent financial transactions had deprived plaintiff of stock).

The "good cause" standard is also satisfied when delaying discovery could result in the alteration or destruction of evidence. In *Physicians Interactive v. Lathian Systems Inc.*, 2003 WL 23018270 (E.D. Va. Dec. 5, 2003), which involved claims of computer-server hacking and theft of software code, the court found "unusual circumstances or conditions that would likely prejudice" the plaintiff absent expedited discovery — "electronic evidence [was] at issue," and

“[e]lectronic evidence can easily be erased and manipulated.” *Id.* at *10. The court allowed the plaintiff “to enter the sites where the computers used in the alleged attacks [were] located and to obtain a ‘mirror image’ of the computer equipment containing electronic data relating to Defendants’ alleged attacks on” the plaintiff’s server. *Id.*

Finally, the “good cause” standard is satisfied where “expedited discovery would ultimately conserve party and court resources and expedite the litigation.” *Semitool, Inc. v. Tokyo Electron Am., Inc.*, 208 F.R.D. 273, 276 (N.D. Cal. 2002). In *Semitool*, the court granted “narrowly tailored” expedited discovery, emphasizing that the plaintiff sought nothing more than “existing documents and a physical inspection.” *Id.* at 277. The court reasoned that “this is a case where the parties are both represented by sophisticated counsel and have engaged in pre-litigation discussion for over a year.” *Id.* For those reasons, “the Court is unable to discern any real prejudice to Defendants in advancing discovery by a modest amount of time.” *Id.*

District courts also enjoy broad authority to sequence discovery. This power is expressly conferred by Federal Rule of Civil Procedure 26(d), which provides that a district court may order that discovery proceed in stages based on the convenience of parties or witnesses, or when “the interests of justice” so warrant. The Supreme Court has explained that this Rule “vests the trial judge with broad discretion . . . to dictate the sequence of discovery.” *Crawford-el v. Britton*, 523 U.S. 574, 598 (1998) (emphasis added). The broad discretion conferred by the Federal Rules “create[s] many options for the district judge,” who may, for example, permit “only a focused deposition . . . before allowing any additional discovery” or who “may postpone all inquiry regarding [a party’s] subjective motive until discovery has been had on objective factual questions.” *Id.* at 599. *See also Occidental Chem. Corp. v. OHM Remediation Servs.*, 168 F.R.D. 13, 14 (W.D.N.Y. 1996) (Foschio, J.) (“Rule 26(d) authorizes the court to order the

sequence of discovery upon motion” and “[a]n order regarding the sequence of discovery is at the discretion of the trial judge”); *Affymetrix, Inc. v. PE Corp.*, 219 F. Supp. 2d 390, 398-99 (S.D.N.Y. 2002) (sequencing discovery); *Damiano v. Sony Music Entertainment, Inc.*, 168 F.R.D. 485, 493 (D.N.J. 1996) (same); *Mann v. Levy*, 776 F. Supp. 808, 813 (S.D.N.Y. 1991) (same).

II. Defendants Have Demonstrated Good Cause.

This Court should grant Defendants targeted, expedited discovery into the authenticity — or lack thereof — of the documents on which Ceglia has based his lawsuit.

A. Expedited Discovery Is Warranted To Prevent Fraud On The Court And Further Tampering With Electronic Records.

There is considerable evidence that Ceglia is perpetrating a fraud on the Court. As demonstrated above, Defendants have already gathered substantial proof that Ceglia fabricated the emails quoted in his Amended Complaint, just as he doctored the contract on which he bases this entire lawsuit. Here, as in *Stern*, 246 F.R.D. at 457, expedited discovery is warranted to halt an ongoing scheme to frustrate the administration of justice. Forcing Defendants to endure months of burdensome discovery based on Ceglia’s fraudulent claims would be a manifest injustice. There is absolutely no reason to subject Defendants to depositions, written discovery and document production when this entire lawsuit will be terminated once Ceglia produces for inspection his computers and the originals of the documents on which he bases his claims. Nor should the Court be forced to devote judicial resources to supervising a concocted lawsuit that rests on a lie. The integrity of the judicial process is best served by terminating a fraudulent lawsuit at its inception rather than by permitting the fraud to move forward and draining more resources from the innocent parties and the Court.

Expedited discovery is also warranted to prevent further tampering with emails and other electronic records that “can easily be erased and manipulated.” *Physicians Interactive*, 2003 WL 23018270, at *10 (authorizing expedited imaging of computer equipment). An order seizing Ceglia’s computers and permitting Defendants to examine them will ensure that electronic evidence — at least as it currently exists — will be preserved and not subject to further tampering. The order should encompass the computers at Ceglia’s parents’ house, which Ceglia has publicly stated contain the purported emails with Zuckerberg. *See* John Anderson, *Ceglia saved e-mails to Facebook CEO Zuckerberg from Fassett House*, WELLSVILLE DAILY, Apr. 13, 2011. Because Ceglia has ample “incentive . . . to hide” or delete evidence of his criminal acts, *Ayyash*, 233 F.R.D. at 327, time is of the essence.

The examination of Ceglia’s computers will be performed using fast and widely-accepted forensic testing procedures. Michael McGowan has extensive experience in e-forgery investigations and has testified many times as a digital forensics expert, including on behalf of the United States Department of Justice in connection with an Enron task force prosecution. As he explains in the attached declaration, it is critical that Ceglia’s computers — and the native electronic versions of the purported contract and emails — be examined. *See* McGowan Decl., ¶¶ 9-16. Under Mr. McGowan’s direction, the Stroz Friedberg firm will examine the metadata and other electronically stored information on Ceglia’s computers to assess the authenticity of the purported contract and emails.

Immediate production of the original ink-written version of the purported contract is equally necessary, for the reasons set forth in the attached declarations of Gus Lesnevich, a former forensic document examiner for the United States Secret Service, Lesnevich Decl. ¶¶ 15-18, and Albert Lyter, an expert in ink analysis who has served as an instructor at the FBI

Academy and has testified in numerous high-profile cases, Lyter Decl., ¶¶ 6-7. As Mr. Lesnevich explains, “the poor reproduction quality and distortion” of the scanned copy make it “unsuitable” for analyzing the signatures and handwriting on the document. Lesnevich Decl., ¶ 15. And as Dr. Lyter makes clear, because the changes associated with aging to writing ink, printing ink and toner typically occur for only approximately two years, “delay in the examination of the document may limit the ability to precisely determine the age of its materials.” Lyter Decl., ¶ 6(a).

B. Expedited Discovery Will Not Prejudice Ceglia.

In contrast to the substantial harm to Defendants and the judicial system if this lawsuit is permitted to proceed to full discovery, Ceglia will suffer no prejudice from being required to produce the documents and emails on which he bases his lawsuit. These are “core documents central to [his] underlying case” that he would have to produce “in the normal course of discovery” in any event. *Semitoool*, 208 F.R.D. at 276. Indeed, Ceglia’s lawyer has publicly stated that he is already “prepared to move the case forward into discovery.” *See* Kashmir Hill, *Facebook Calls Paul Ceglia A “Scam Artist” In The Other Facebook Ownership Lawsuit*, www.forbes.com (May 26, 2011). In *OMG Fidelity*, the court explained that because “the discovery now sought will take place at some juncture,” and because postponing discovery would frustrate the defendant’s hope of bringing a prompt motion for relief, there was “no reason to delay.” 239 F.R.D. 300, 305.

So too here. Particularly in light of the public assertions by Ceglia’s lawyer that he possesses forensic proof that these documents are genuine, this Court should order that his claim be promptly verified through well-recognized testing procedures. Defendants anticipate that they will be able to complete a forensic examination of the purported contract and emails promptly.

Having waited seven years to bring this lawsuit, Ceglia cannot complain that he will be prejudiced by a short delay.

C. Defendants Seek Narrowly Tailored Relief.

The expedited, phased relief that Defendants seek is narrowly tailored and supported by good cause. Defendants respectfully request an order:

1. Compelling immediate production of the original signed version of the purported contract attached to the Amended Complaint, the native electronic version of that document, and all copies of the purported contract in electronic or hard-copy form;
2. Compelling immediate production of the purported emails described in the Amended Complaint in their original, native electronic form, as well as all copies of the purported emails in electronic or hard-copy form; and
3. Immediately seizing, and permitting Defendants to inspect and image, every computer in Ceglia's possession, custody, or control, including the computers at his parents' house, which Ceglia has publicly identified as containing the purported emails.

The Court should stay all other discovery until this initial phase of discovery has been completed.

CONCLUSION

For the foregoing reasons, this Court should grant Defendants' Motion for Expedited

Discovery.

Dated: New York, New York
June 2, 2011

Respectfully submitted,

/s/ Orin Snyder

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HARRIS BEACH PLLC
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Suite 1000
Buffalo, NY 14210
(716) 200-5120

Attorneys for Defendants Mark Zuckerberg and Facebook, Inc.

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

PAUL D. CEGLIA,

Plaintiff,

v.

MARK ELLIOT ZUCKERBERG and
FACEBOOK, INC.,

Defendants.

x

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:

:

x

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

**DECLARATION OF BRYAN J.
ROSE IN SUPPORT OF
DEFENDANTS' MOTION FOR
EXPEDITED DISCOVERY**

I, Bryan J. Rose, declare and state as follows:

1. I am a Managing Director at Stroz Friedberg, LLC ("Stroz Friedberg"). Stroz Friedberg has been retained by Gibson, Dunn & Crutcher, LLP ("Gibson Dunn"), on behalf of its clients Mark Zuckerberg and Facebook, Inc. ("Facebook"), to provide consulting and electronic discovery ("eDiscovery") services and to conduct digital forensic examinations of various media.

I have personal knowledge of the facts set forth below and, if called upon to do so, could and would competently testify thereto.

2. Stroz Friedberg is a consulting and technical services firm specializing in digital risk management, digital forensics, computer crime response, eDiscovery, and the preservation, analysis, and production of electronic data. Stroz Friedberg's management includes former federal and state prosecutors and former federal special agents with both government and private sector experience in traditional and cyber-based investigations, digital forensics, data preservation and analysis, and infrastructure protection. Many of Stroz Friedberg's staff of digital forensic examiners, electronic security professionals, and private investigators joined the

company following careers in law enforcement, the intelligence community, consulting, and academia.

3. I am a Managing Director in Stroz Friedberg's New York Office, where I manage matters in the areas of digital forensics, eDiscovery, and cybercrime response and supervise digital forensic examiners and eDiscovery professionals in the performance of their jobs. Prior to joining Stroz Friedberg, I served as an Assistant United States Attorney in the Eastern District of New York and as an Assistant Attorney General in the State of Illinois. I also served as a law clerk for The Honorable Joel M. Flaum of the United States Court of Appeals for the Seventh Circuit. I am a graduate of the University of Virginia School of Law, where I was named a Hardy Cross Dillard Scholar and served as Editor-in-Chief of the *Virginia Law Review*. A copy of my C.V. is attached to this declaration as Exhibit A.

4. On April 15, 2011, at the direction of Gibson Dunn, Stroz Friedberg preserved the contents of a Harvard University email account assigned to and used by Mr. Zuckerberg. This preservation work involved making a complete and accurate copy of the entire contents of Mr. Zuckerberg's Harvard email account as it resided on Harvard's server at the time of collection, including both sent and received email (the "April 2011 Harvard Email Data").

5. In addition, Harvard University provided Stroz Friedberg with a copy of Mr. Zuckerberg's Harvard email account as it resided on Harvard's server in October 2010 (the "October 2010 Harvard Email Data"). Stroz Friedberg then analyzed this data and identified a small number of emails that were present in the October 2010 Harvard Email Data, but were not present in the April 2011 Harvard Email Data.

6. The April 2011 Harvard Email Data, along with the additional emails from the October 2010 Harvard Email Data, collectively referred to as the "Harvard Email Data," were

loaded into Stroz Review, Stroz Friedberg's secure, web-accessible review platform. Stroz Review provides users with robust search functionalities, including the ability to search by, among other things, the sender of an email, the recipient of email, the date on which an email was sent, or keywords.

7. I understand that the Amended Complaint filed by Mr. Ceglia in this case contains quotes from purported emails that Mr. Ceglia alleges were sent to or from Mr. Zuckerberg during a time when Mr. Zuckerberg was a Harvard University student (the "Purported Emails"). In Stroz Review, I searched all of the Harvard Email Data using terms designed to identify the Purported Emails (listed in Exhibit B). The results of these searches did not include the Purported Emails; thus, the Purported Emails are not contained in the Harvard Email Data.

8. I also ran searches in Stroz Review of all of the Harvard Email Data using email addresses of people affiliated with StreetFax (listed in Exhibit C) to identify email communications between any of those people and Mr. Zuckerberg. These searches resulted in the identification of over 140 email message files between Mr. Zuckerberg and people affiliated with StreetFax. While reviewing the results of these searches, I observed over 175 separate emails between Mr. Zuckerberg and people affiliated with StreetFax contained within the more than 140 email message files referred to above. All of those emails appear to relate to StreetFax, including multiple emails from the mid-February to March 2004 timeframe in which Mr. Ceglia apologizes for failing to pay Mr. Zuckerberg for his work on StreetFax and/or attempts to persuade Mr. Zuckerberg to accept equity in StreetFax in lieu of monetary payments. None of these more than 175 separate emails referred to "The Face Book," "The Page Book," "Thefacebook.com," or any website created by Mr. Zuckerberg. Among the emails I observed were the following:

- a. An email sent from Paul Ceglia to Mark Zuckerberg, dated February 16, 2004, a true and correct partially redacted copy of which is attached as Exhibit D.
- b. An email sent from Paul Ceglia to Mark Zuckerberg, dated March 20, 2004, a true and correct partially redacted copy of which is attached as Exhibit E.
- c. An email sent from Paul Ceglia to Mark Zuckerberg, dated March 31, 2004, a true and correct partially redacted copy of which is attached as Exhibit F.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 1st day of June, 2011 at New York, New York.


BRYAN J. ROSE

EXHIBIT A

BRYAN J. ROSE

MANAGING DIRECTOR

PROFESSIONAL EXPERIENCE

STROZ FRIEDBERG, LLC

Managing Director

New York, NY

2005 to Present

Supervise digital forensic, electronic discovery, and cyber-crime response cases in the firm's New York City office. Supervise that office's Digital Forensic Examiners. Oversee and work on an active case load of digital forensic, cyber-crime response, electronic discovery, and private investigations assignments. Give Continuing Legal Education lectures to law firms and government clients. Significant cases include:

- Oversaw the on-site preservation and harvesting in Mexico of sensitive and confidential electronic data from a server and scores of laptops, desktops, and removable storage devices for a multi-national corporation in a high-stakes civil litigation. Supervised on-site processing to facilitate attorney review and to protect the confidentiality of extremely sensitive client documents.
- Led incident response in a high-profile data breach and computer crime investigation. Helped determine the nature and scope of the attack and identify potentially-compromised customer data. Assisted inside and outside counsel in formulating responses to regulatory and other inquiries.
- Helped lead global electronic discovery consulting projects for two Fortune 10 companies. Assessed and catalogued the kinds and sources of electronic data maintained by those companies and consulted on the proper handling of that electronic data, including compliance with litigation holds and other retention obligations. Prepared litigation-response plans to coordinate consistent disclosures about electronic data in a litigation context and to ensure the proper preservation and production of electronic data in criminal, civil, and regulatory matters.
- Spearheaded a team of digital forensic examiners and private investigators that preserved and analyzed network security logs to identify the source, duration, and extent of an unauthorized access into corporate file servers and, armed with that forensic proof, obtained a confession from an ex-employee of the corporation.
- Provided consulting services to a Fortune 500 company whose confidential data had been lost by a third party due to the theft of a laptop. Reviewed the security procedures used to determine what confidential information had been on the stolen laptop, thereby providing the company with important assurances that it had taken reasonable and adequate steps to identify the lost confidential information.

32 Avenue of the Americas, 4th Floor, New York, NY 10013

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BRYAN J. ROSE

MANAGING DIRECTOR

- Supervised the examination and analysis of key emails in a high-profile criminal investigation that established that the crucial emails were authentic.

UNITED STATES ATTORNEY'S OFFICE, E.D.N.Y.

Assistant United States Attorney

Brooklyn, NY

2002 to 2005

Investigated, litigated, and handled appeals of complex criminal cases involving narcotics trafficking, money laundering, drug-related violence, racketeering, organized crime, and terrorism as a member of the General Crimes, Narcotics, and Violent Crimes & Terrorism Sections. Conducted numerous trials, ranging from one to six weeks in length.

SOLICITOR GENERAL, OFFICE OF THE ILLINOIS ATTORNEY GENERAL

Assistant Attorney General

Chicago, IL

2000 to 2002

Handled appeals in complex civil cases involving constitutional law, statutory construction, government contracts, and tort liability. Briefed and argued numerous cases before both state and federal courts of appeals.

THE HONORABLE JOEL M. FLAUM, CHIEF JUDGE, UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT

Law Clerk

Chicago, IL

1999 to 2000

Prepared memoranda and assisted in drafting opinions in civil and criminal matters briefed and argued before the United States Court of Appeals for the Seventh Circuit.

EDUCATION

UNIVERSITY OF VIRGINIA SCHOOL OF LAW

J.D. 1999, with High Distinction

Editor-in-Chief, *Virginia Law Review*

Order of the Coif

Hardy Cross Dillard Scholar

Elected to The Raven Society

INDIANA UNIVERSITY

M.A. Religious Studies, 1996

Associate Instructor, Afro-American Studies Department

B.A. History and Religious Studies, 1992, *magna cum laude*

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BRYAN J. ROSE

MANAGING DIRECTOR

PUBLICATIONS

Fall 2001: Bryan J. Rose and Richard A. Merrill, *FDA Regulation of Human Cloning: Usurpation or Statesmanship?*, HARVARD JOURNAL OF LAW & TECHNOLOGY.

Fall 1999: Bryan J. Rose, *Indian Land, Indian Religion, and the Religion Clauses*, VIRGINIA JOURNAL OF SOCIAL POLICY & THE LAW.

LECTURES

April 29, 2011: Participated in a panel discussion entitled, "Detecting 'Red Flag' Accounting Issues and 'Cooking the Books' Problems in Corporate and Securities Deals" at Cadwalader, Wickersham & Taft LLP.

September 23, 2010: Gave a lecture entitled, "Using Digital Forensics & Data From Social Networking Sites to Your Client's Best Advantage: Legal, Business & Ethical Issues" for the New York City Bar.

December 8, 2006: Participated in a panel discussion entitled, "Fundamentals of e-Discovery" for the New York State Bar Association.

November 13, 2006: Gave a lecture entitled, "Identifying Relevant Electronic Data: Technical, Strategic & Legal Factors that Drive Effective Electronic Discovery" for the New York City Bar.

October 17, 2006: Gave a lecture entitled, "Computer Forensics: Technology, Law & Strategy" for the New Jersey Security Association.

October 12, 2006: Gave a lecture entitled, "Computer Forensics: Technology, Law & Strategy" for the Society of Investigators of Greater Newark.

September 19, 2006: Gave a lecture entitled, "The Art of the Interview" for the New York City Bar.

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EXHIBIT B

EXHIBIT B

tweak*
the Harvard site
agreeable
adapt w/5 source code
without internet
talk w/5 phone
revenue stream
charg*
alumni
29.95
urgent
upperclassmen
give me a call
happy new year
waiver
exempt*
additional ownership
scan
get this site online
serious issue
completely unfair
huge penalty
50/50
creative control
college junk
mak* w/5 money
happy birthday
Best w/2 Mark
boston w/2 Mark
getting adjusters to pay
resolve*
premium quality
make a move
search code
have it both ways
extra work
I suggest
trust
adapt*
merchandiz*
bragging rights
nerve
too busy
for your trouble

EXHIBIT C

EXHIBIT C

paulceglia@msn.com
pceglia@tmail.com
pdceglia@streetfax.com
kpmonsterus@yahoo.com
kpetersen@streetfax.com
kpetersen@tmail.com
tonjafaulkner@yahoo.com
k@unfurl.org

EXHIBIT D

From: paul ceglia [REDACTED]
Sent: Monday, February 16, 2004 [REDACTED]
To: [REDACTED]
Subject: Back Payment

Hi Mark,

Karin has just, in tears, communicated your request for prompt payment. I can fully understand your frustration and hope that you have felt and feel from me sincere regret for such huge delays. I can only offer that I have learned a great deal about making projections for sales and had no idea how long it was going to take us to close some companies. David our sales guy has contracts in the hands of 4 additional carriers that have all expressed great interest. We have continually refined our sales process and found additional ways to help these companies institute our service. I realize that it is completely unfair to have asked you to hold on much longer than you already have which is really cool. I think you have been really fair about this. I will try to raise some money specifically to pay you what is owed, but honestly we have had several venture deals fall through and we are running out of options until we have sales on the board. I can assure you we are in very tight financial places ourselves, I personally have invested every penny of my life savings into this project and am close to having my home foreclosed. If there is any way I can assure you that I have absolutely every intention of paying you what is owed plus some when we finally catch up to our sales goals it would be appreciated to a level I cant express in words. After all this time please allow us a little more time to make things right with you. I cant obviously make any sales if our web site is not still the easy to use system it currently is and it will seem to benefit no one should that occur. I will nervously await your reply and hope you can grant us more time. I assure you that I was not aware of karins failure to communicate with you about this topic and will handle all of these communications personally from now on. Sorry Mark. I hope we can work something out.

All the best, Paul Ceglia

[REDACTED]

EXHIBIT E

From: paul ceglia [REDACTED]
Sent: Saturday, March 20, 2004 [REDACTED]
To: [REDACTED]

Mark,

Sorry to not have replied sooner this week. I am just trying to play catch up. We have greatly reduced our fees and are doing everything we can to get the cash rolling. I am heading to Boston this week to try and close Liberty Mutual. I unfortunately dont have any cash to give you right now, but I can buy you dinner, while i am there. I am anticipating a check at this meetings end for at least the first month, and Hartford looks close as well so it wont be long before I can pay you once again. Let me know if dinner works for you. I have even listed my only rental property for sale in the hopes of clearing up my past debts. Really doing all I can. All the Best, Paul

[REDACTED]

EXHIBIT F

From: paul ceglia [REDACTED]
Sent: Wednesday, March 31, 2004 [REDACTED]
To: [REDACTED]
Subject: A thought.

Hi Mark,

I've been doing everything I can to get the cash ball rolling. Listed my rental for sale, asked and reasked everyone I can imagine to invest yet still no success. I am giving myself ulcers trying to get your money to you before you take aggressive action against the site again. As I try to come up with solutions one that I havent before thought of comes to mind. Stock.

The logic of this is that now with a few other carriers ready to begin service next month we are on the road to finally making it. If we do then the stock in the company would be worth a whole lot more than the 11,000 you feel you are owed. If we dont make it then we wouldnt have the money to pay you anyway and we both lose. I have set aside 2% of the company for a Systems Admin and my thought is this. I could sign over 1% of the company to you now for the old debt with the agreement that In one year I will buy it back from you, if you choose, at 15,000. That gives me a year to work this company into shape without worry about sudden attack. I will also agree to sign another 1% over to you in exchange for admning the system for the next year. No major changes, maybe, hopefully another state or two on the database and of course keeping it running clean and finishing the fourth field info and the other little crap left to do. That i would agree to buy back from you, again if you chose, at the end of one year.

i realize that with our inability to pay you so far that this might not sound like an attractive offer, though I know how committed everyone on the team is to succeeding at this and though these three carriers will only represent a few thousand a month in revenue, its a good start and several others are doing what carriers seem to do best, deliberate for eternity over it. I would be really glad to be working with you on the team, I see that you are really excellent at what you do. I believe everyone one this team is as well. Though I have made some mistakes so far as it pertains to bringing in the sales, we have cut our prices dramatically in this last month and many folks that were sitting on the fence are now taking a much closer look at our service. David, our sales guy has persisted and persisted to bring in some big accounts. After several meetings with Geico they have set a negotiation date two weeks from now to conclude the evaluation and decide on their course of action. at this point I think Ill believe it when I see it as I have had my hopes up about this company for too long now. I wouldn't be surprised if at that meeting they tell us there will be another meeting next month but I have no choice but to take their word for it. The point being I guess that Things are happening and while stock might not be the most attractive option for you at this point, it would at least ensure you that if we make it you get paid double or even more for your patience and your assistance in keeping the site flowing. It would be a tremendous load of my mind to reach an agreement with you Mark on this, I really hope you find this agreeable.

Thanks, Paul

[REDACTED]

EXHIBIT B

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 A

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

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

4. Changes

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

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

5. Purchaser's Property/Seller's Responsibility

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

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

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

6. Settlement of Controversies

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

No interest shall accrue on any payment(s) otherwise due the Seller, which is withheld or delayed as a result of any such dispute, except to the extent that the Purchaser is ultimately paid interest on monies due the Seller. The Seller shall not be held liable if the Seller follows instructions of the Purchase and it is later determined that the Purchaser's instructions were not in compliance with the terms and specifications of the Prime Contract. Pending final disposition of a dispute hereunder, the Seller shall carry on the work unless otherwise agreed 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 sale of any materials or equipment furnished hereunder by the Seller or by reason of the performance of any work hereunder by the Seller. The Seller agrees to defend at it's sole expense all suits against the Purchaser and/or the Customer and to save and hold harmless the Purchaser and the Customer from and against all costs, expensed, judgements, and damages of any kind which the Purchaser or the Customer may be obliged to pay or incur by reason of any such alleged or actual infringement of a patent or patents. The Purchaser and the Customer agree to render whatever assistance it reasonably 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 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

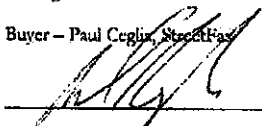
Any information relating to the Seller's designs, manufacturing processes or manufactured products which the Seller may disclose to the Buyer in connection with the performance of the contract may be used by the Buyer for any purpose relating to the contract and to its performance without liability therefor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

 4/28/09

Seller - Mark Zuckerberg

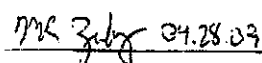
 04.28.09

EXHIBIT C

EXCLUSIVE: Mark Zuckerberg's Secret IMs From College

Nicholas Carlson | **May 17, 2012, 5:25 PM** | 🔥 1,191,021 | 💬 34



When Mark Zuckerberg was a kid, he networked the computers in his home, and wrote a program so family members could send messages to each other.

Then came America Online, and Zuckerberg, like millions of other kids his age, joined up and claimed a screen name so he could chat with his family and friends online.

When he went to college, Zuckerberg used AOL Instant Messenger to keep in touch with friends and family.

Thanks to four years of reporting, we've been able to view and report on a number of these IMs.

Here, we've collected some of the best of them. These are illustrations of the IMs, not actual screengrabs.

They answer questions like:

- What is Mark Zuckerberg like behind closed doors?
- What was he thinking when, as Harvard sophomore, he created TheFacebook.com?
- What does he really think of Eduardo Saverin, the cofounder he kicked out of the company?
- What does he really think of the Winklevoss twins, the Harvard graduates who sued Zuckerberg?

Before launching TheFacebook.com, Zuckerberg had to decide whether to work on it or a similar project he was already working with his Harvard schoolmates, the Winklevoss twins. This is the conversation where he works out that he'd like to do his own thing.



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Your Money

	Price	Intraday Change
NASDAQ Composite	2,810	-72.76 (-2.524%)
S&P 500	1,309	-16.79 (-1.266%)
NYSE Composite	7,459	-150.06 (-1.972%)

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I wonder what the ideal solution is.

I think the Facebook thing by itself would draw many people, unless it were released at the same time as the dating thing.

In which case both things would cancel each other out and nothing would win. Any ideas? Like is there a good way to consolidate the two.

We could make it into a whole network like a friendster. haha. Stanford has something like that internally

Well I was thinking of doing that for the facebook. The only thing that's different about theirs is that you like request dates with people or connections with the facebook you don't do that via the system.

Yeah

I also hate the fact that I'm doing it for other people haha. Like I hate working under other people. I feel like the right thing to do is finish the facebook and wait until the last day before I'm supposed to have their thing ready and then be like "look yours isn't as good as this so if you want to join mine you can...otherwise I can help you with yours later." Or do you think that's too dick?

I think you should just ditch them

The thing is they have a programmer who could finish their thing and they have money to pour into advertising and stuff. Oh wait I have money too. My friend who wants to sponsor this is head of the investment society. Apparently insider trading isn't illegal in Brazil so he's rich lol.

lol

Illustration by Nicholas Carlson

Then Zuckerberg had to decide whether or not to tell the Winklevosses he was working on a competing project. Here, he says he is going to "fuck them."

So have you decided what you're going to do about the websites?

Yeah, I'm going to fuck them

Probably in the year

*ear

Haha sounds good

Did you talk to your parents about this?

Yeah I got their support. I also got a friend to pay for my servers and stuff so I can get whatever equipment I need.

Illustration by Nicholas Carlson

Zuckerberg talks about his cofounder, and first investor, Eduardo Saverin. Even then, Zuckerberg's emphasis was the product, not the money.

Eduardo is paying for my servers.

A sucker born every day.

Nah, he thinks it will make money.

What do you think?

Well I don't know business stuff

So if you can promote it then hot

Then yeah right.

I'm content to make something cool.

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OM MALIK | [Why Facebook Has Won The Mobile Photo War](#)

From the early days of the commercial web, one...

Shortly after launching TheFacebook.com, Zuckerberg joked about how strange it was that users were so willing to share private data with him

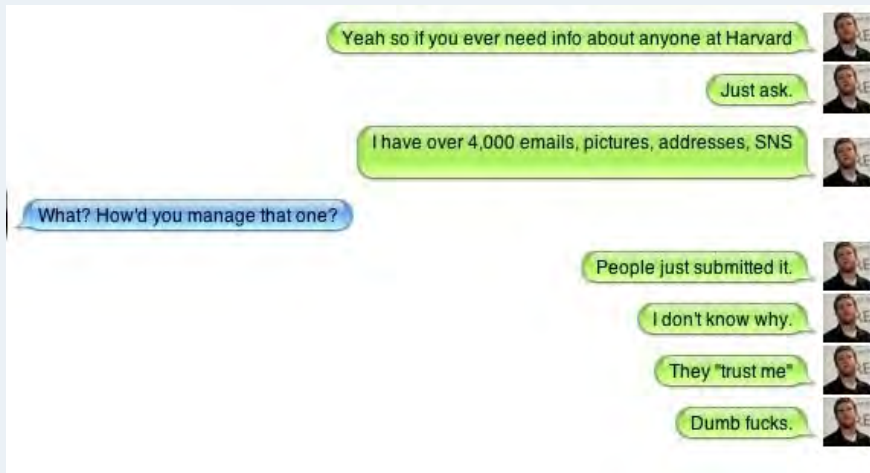


Illustration by Nicholas Carlson

When TheFacebook.com launched, the Winklevosses complained to Harvard, and Zuckerberg worried about getting booted out.

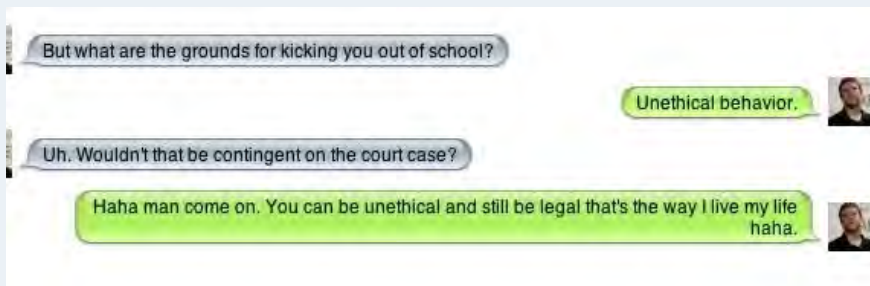


Illustration by Nicholas Carlson

Harvard's student paper investigated the Winklevoss-Zuckerberg feud. Here, Zuckerberg talks about hacking into the paper to read the article ahead of time.

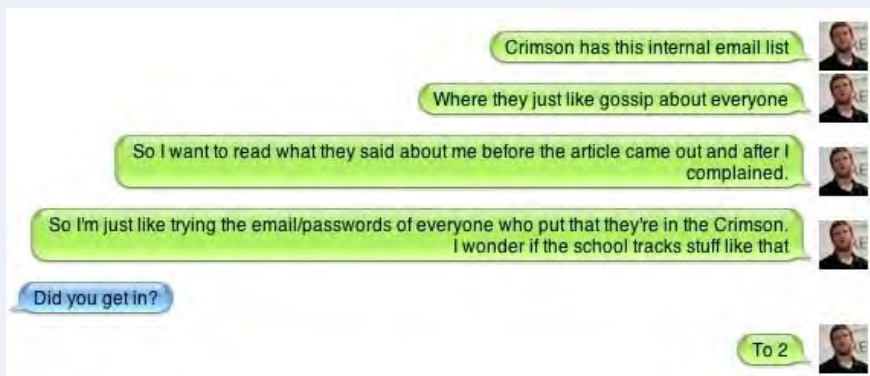
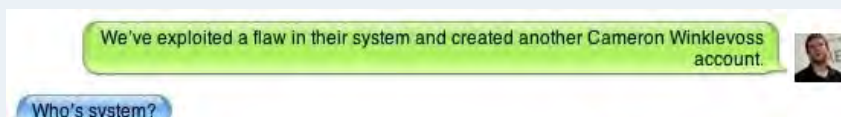


Illustration by Nicholas Carlson

Eventually, the Winklevosses created their own social network, ConnectU. Here, Zuckerberg talks about a fake ConnectU profile he created for Cameron Winklevoss.



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The ConnectU site.

Oh hahaha

We created the login thelook???.@hotmail.com, winklevoss@fas.harvard.edu/hahaha"

We copied his account like his profile and everything except I made his answers all like white supremacist.

Hometown: "I'm fucking privileged...where do you think I'm from?
 High School: You're not even allowed to speak its name. Personal info.
 I'm looking for: Women.
 Interested in: Action tonight.
 Ethnicity: Better than you.
 Height: 7'4".
 Body type: Athletic.
 Hair color: Ayrán Blond.
 Eye Color: Sky blue.
 Smoke: No.
 Drink: Socially.
 Favorite music: The sound of myself masturbating.
 Favorite Movie: The Adventures of Baron Munchausen.
 Favorite quote: "Homeless people are worth their weight in paper clips – I hate black people.
 Athletics: I can pull a 2K in 2 minutes and 36 seconds.
 Languages: WASP-y.
 Instruments: Music gets in the way of hearing my voice.
 Clubs: My dad got me into the porcelain.
 Interests: Trying to find my penis. Squandering my father's money. Looking like a douchebag.
 About me: Gotta love my shit-eating grin.

Illustration by Nicholas Carlson

Brand-New Pictures Of Apple's Amazing Spaceship Campus
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Zuckerberg talks about hacking into ConnectU and shutting down user accounts

I got bored so I started deactivating accounts on ConnectU haha. I figure the people who made the site won't realize it's all from the same IP. That it's not the type of thing you can tell unless you are specifically looking for it. Apache logs won't tell you that, either. Just that a bunch of stuff came from my IP.

Huh

How many programmers do you think log stuff as much as we do. Like is it normal to log all logins and profile views?

I don't know.

The company probably did just the minimum to make the site look good.

I bet they're just really worried that all these people are deactivating their accounts.

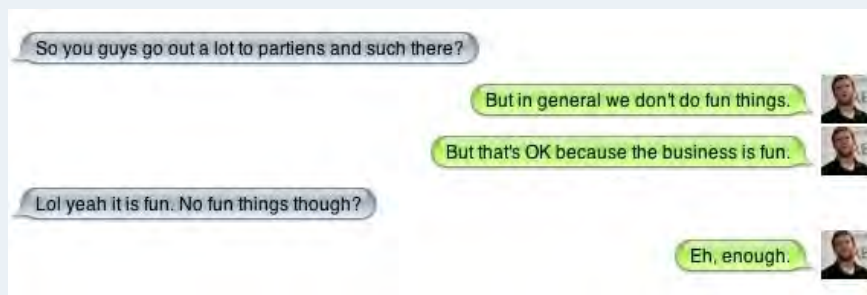
How many are you doing?

I did like 20 haha

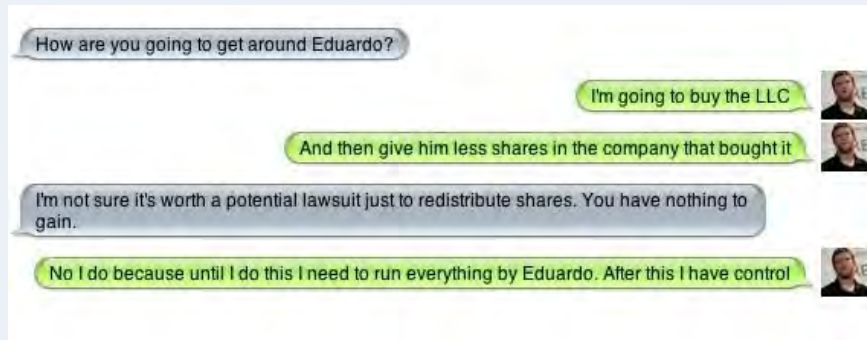
I think the natural reaction is to think an email went out convincing people to deactivate their account.

Illustration by Nicholas Carlson

In part because of a personality clash illustrated here...



...it wouldn't work out between Zuckerberg and Saverin. In this IM, Zuckerberg talks about how he's going to dilute Saverin.



Zuckerberg knew this dilution would lead to a lawsuit. (This IM also reveals that he wanted to sell Facebook and work on another startup)



Here, Zuckerberg tells a friend why he wanted to boot Saverin



In a conversation with Sean Parker about potential investors, Zuckerberg talks about "dirty tricks" he wants to play on Saverin



Want to put the IMs in context? Reader the whole story. Both of them.

EXCLUSIVE: How Mark Zuckerberg Booted His Co-Founder Out Of The Company

How Facebook Was Founded



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Summary

Facebook is one of the largest websites in the world, with more than 500 million monthly users. The site was started in 2004 by founder and CEO Mark Zuckerberg when he was an undergraduate student at Harvard. Facebook became a... [More »](#)



Mark Zuckerberg [Edit This »](#)

Summary

Mark Elliot Zuckerberg is the CEO of Facebook. Zuckerberg developed the social phenomenon in 2004 with college roommates Dustin Moskowitz, Chris Hughes, and Eduardo Saverin while he was an undergraduate at Harvard University... [More »](#)





Nicholas Carlson

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EXHIBIT D

zberg02: hey man

ThinkComp: hi

zberg02: i have a question

ThinkComp: ok

zberg02:

when the school said they were going to take disciplinary action against you, what did you have your lawyers tell them?

ThinkComp: my lawyers never talked to them directly

ThinkComp: they gave me advice pretty much daily on how to respond to the university's various things

zberg02: oh okay

ThinkComp: what's up

zberg02: not much

ThinkComp: is harvard harassing you about stuff again?

zberg02: apparently they have a problem with thefacebook i guess

zberg02: although i have no idea

ThinkComp: what is it this time

ThinkComp: copyright again?

zberg02: no idea

ThinkComp: is it from OGC?

zberg02:

i got an email from the senior tutor asking if i would be available to meet with him and john o'keefe tomorrow

zberg02: na from my senior tutor

ThinkComp: who the hell is john o'keefe

zberg02: secretary of the ad board

ThinkComp: hmm

ThinkComp: that doesn't sound so good.

zberg02: yea

zberg02:

so i feel like i should be able to know what they're going to bring against me before i go into a meeting, you know?

ThinkComp: yeah, i never allowed them to have that meeting.

ThinkComp: for me that was the point of getting the lawyers involved...

ThinkComp: i knew that if they could corner me in university hall i'd be screwed.

zberg02: oh okay

zberg02: yea i have no idea what they want

zberg02: i guess it has to be facebook stuff, but that seems a little ridiculous since it's been over a month

ThinkComp: yeah, i would guess so

zberg02: so what did you tell them?

ThinkComp: usually i'd just methodically respond to each accusation

ThinkComp:

and i found enough evidence of harvard conducting borderline illegal activity itself to use against them

zberg02: but you made them tell you the charges without meeting with them

zberg02: yea i feel like they totally harassing me

ThinkComp: i know the feeling

ThinkComp: well, the original charges were lodged when i was on vacation with my family

ThinkComp: they wouldn't let me talk to anyone with technical background

ThinkComp: i offered to show them the source, they refused to see it

ThinkComp: i offered them a tour of the site, they refused that

ThinkComp: i asked to talk to dean gross--he was on vacation and couldn't be disturbed (the irony)

zberg02: haha

ThinkComp:

my lawyers advised me basically that they would threaten to sue on grounds on anti-competitive behavior if it came to that

ThinkComp: i think harvard was probably reading my email

zberg02: interesting

zberg02: yea i bet they were

zberg02: i think they read mine after facemash

ThinkComp:

because their tone changed to reflect the fact that they were not trying to stifle competition quite suddenly

ThinkComp: i also had a meeting with dean kidd that strongly suggested that they had been

ThinkComp: but i brought two other friends to that one to outnumber her, so she behaved pretty well.

zberg02: friends?

ThinkComp: my friends also working on SEC stuff

ThinkComp: but who really didn't have much to do with coding

ThinkComp: i just wanted more people than the administration at all times.

zberg02: yea that's a good point

ThinkComp: bring someone tomorrow.

zberg02: i already told them i wouldn't meet tomorrow

ThinkComp: anyone who's helped you

zberg02: since i have a problem set to work o

ThinkComp: i see :-)

ThinkComp: if they let you get by, that's good.

zberg02: well they can't disrupt my work

zberg02: that's like the point of the school haha

ThinkComp: you'd be surprised.

zberg02: haha

ThinkComp: if there were anything logical about how these people think, none of this would happen.

zberg02: of course

zberg02: yea so i guess i should call up my lawyer

ThinkComp: yeah

ThinkComp: hope s/he's not charging too much

zberg02: such bullshit

ThinkComp: keep me up to date

ThinkComp: maybe something will ring a bell

zberg02: yea i will

ThinkComp: since i've already been through it once :-)

zberg02: haha of course

zberg02: yea that's why i imed you

zberg02: you're like the guy who knows how to deal with this stuff

zberg02: one day we won't have to

zberg02: and that will be awesome

ThinkComp: yeah, i think it's probably a good sign from historical experience.

ThinkComp: seeing as how it indirectly spawned microsoft.

zberg02: i hope so

zberg02: haha

zberg02: okay so i'll keep you posted

zberg02: i need to eat dinner

ThinkComp: cool

ThinkComp: good luck

zberg02: i just finished operating systems

zberg02: thanks bye bye

EXHIBIT E

?php

```
include "style.php";
```

```
start_page ("Harvard Face Mash | The Process") ;
```

```
print "My mommy told me to take down this page, so it's down temporarily.";
```

```
: (0);
```

```
?
```

```
<font size=-1
```

```
<b>10.28.03</b>
```

```
<p><i>8:13pm</i>. <!-- Jessica Alona is a bitch. I need to think of something to make to take my mind off her.--> I need to think of something to occupy my mind. Easy enough now I just need an idea...
```

```
<p><i>9:48pm</i>. I'm a little intoxicated, not gonna lie. So what if it's not even 10pm and it's a Tuesday night? What? The Kirkland facebook is open on my computer desktop and some of these people have pretty horrendous facebook pics. I almost want to put some of these faces next to pictures of farm animals and have people vote on which is more attractive. It's not such a great idea and probably not even funny, but Billy comes up with the idea of comparing two people from the facebook, and only sometimes putting a farm animal in there. Good call Mr. Olson! I think he's onto something.
```

```
<p><i>11:09pm</i>. Yea, it's on. I'm not exactly sure how the farm animals are going to fit into this whole thing (you can't really ever be sure with farm animals...), but I like the idea of comparing two people together. It gives the whole thing a very Turing feel, since people's ratings of the pictures will be more implicit than, say, choosing a number to represent each person's hotness like they do on hotornot.com. The other thing we're going to need is a lot of pictures. Unfortunately, Harvard doesn't keep a public centralized facebook so I'm going to have to get all the images from the individual houses that people are in. And that means no freshman pictures...drats.
```

```
<p><i>12:58pm</i>. Let the hacking begin. First on the list is Kirkland. They keep everything open and allow indexes in their Apache configuration, so a little wget magic is all that's necessary to download the entire Kirkland facebook. Child's play.
```

```
<p><i>1:03am</i>. Next on the list is Eliot. They're also open, but with no indexes in Apache. I can run an empty search and it returns all of the images in the database in
```

CONFIDENTIAL

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a
single page. Then I can save the page and Mozilla will save all the images for me.
Excellent. Moving right along...

<p><i>1:06am</i>. Lowell has some security. They require a username/password combo to access the facebook. I'm going to go ahead and say that they don't have access to the main fas user database, so they have no way of knowing what people's passwords are, and the house isn't exactly going to ask students for their fas passwords, so it's got to be something else. Maybe there's a single username/password combo that all of Lowell knows.
That seems a little hard to manage since it would be impossible for the webmaster to tell Lowell residents how to figure out the username and password without giving them away completely. And you do want people to know what kind of authentication is necessary, so it's probably not that either. So what does each student have that can be used for authentication that the house webmaster has access to? Student ids anyone? Suspicious affirmed – time to get myself a matching name and student id combo for Lowell and I'm in. But there are more problems. The pictures are separated into a bunch of different pages, and I'm way too lazy to go through all of them and save each one. Writing a perl script to take care of that seems like the right answer. Indeed.

<p><i>1:31am</i>. Adams has no security, but limits the number of results to 20 a page.
All I need to do is break out the same script I just used on Lowell and we're set.

<p><i>1:42am</i>. Quincy has no online facebook. What a sham. Nothing I can do about that.

<p><i>1:43am</i>. Dunster is intense. Not only is there no public directory, but there's no directory at all. You have to do searches, and if your search returns more than 20 matches, nothing gets returned. And once you do get results, they don't link directly to the images; they link to a php that redirects or something. Weird. This may be difficult.
I'll come back later.

<p><i>1:52am</i>. Leverett is a little better. They still make you search, but you can do an empty search and get links to pages with every student's picture. It's slightly obnoxious that they only let you view one picture at a time, and there's no way I'm going to go to 500 pages to download pics one at a time, so it's definitely necessary to break out emacs and modify that perl script. This time it's going to look at the directory and figure out what pages it needs to go to by finding links with regexes. Then it'll just go to all of the pages it found links to and jack the images from them. It's taking a few tries to compile the script...another Beck's is in order.

<p><i>2:08am</i>. Mather is basically the same as Leverett, except they break their directory down into classes. There aren't any freshmen in their facebook...how weak.
So I

EXHIBIT F



Leader

Proprietary – for your eyes only

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Leader

- The following presents proprietary and confidential *Leader trade secrets* that are the exclusive property of Leader Technologies LLC.
- Under civil and criminal law, any unauthorized disclosure of this information can result in injunctions, fines of up to \$15 million, and imprisonment for up to 10 years.

No
unauthorized
note taking or
recording
permitted.
Thank you.

Leader Technologies LLC

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Leader

Michael T. McKibben, Chairman & CEO, Sales & Mktg.

Benjamin S. Zacks, Vice Chairman

Brad Whiteman, CTO

Jeff Lamb, VP of Technology

Ed Detwiler, Director, VP of Platform Systems

Michael Greulich, VP of Platform Development

Karen Houser, Director of Human Resources

Leader Technologies LLC *-cont'd*

Eric Rosenberg, *R&D Architect*

Steve Hanna, *R&D PM*

Professor James P. Chandler, *Director*

Kelley Clements, *Admin. Assistant to Prof. Chandler*

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Leader

How have enterprises traditionally attempted to solve these problems?

Confusion, Frustration, High Cost

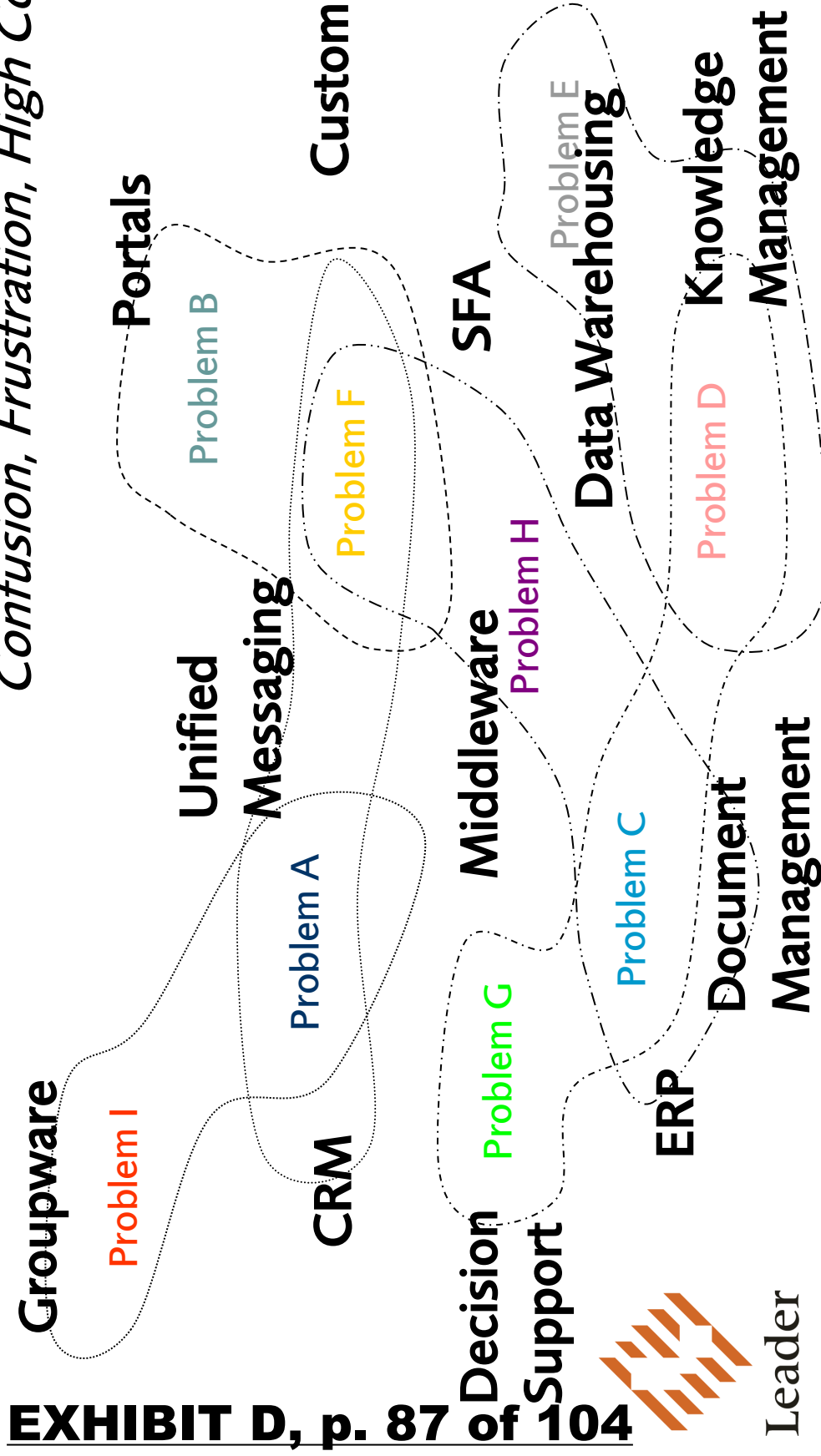


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"The next big wave"

- Thin-client, extended enterprise software era
- Web-based computing platforms
 - infrastructure, supply, demand, analysis, wireless
- Collaboration around high value centers
- Consolidation of current best-of-breed apps

"The next big wave of computing will be focused on automating how companies collaborate with each other, leveraging off common Internet standards."

Goldman Sachs Global Equity Research, September 25, 2000



How big is this opportunity?

- Product can be used by every person and organization on the planet with Internet access
- Product has compelling distribution appeal for virtually every E-vendor on the planet
- Little training; accessible anytime, anywhere
- Global opportunity, much bigger than the bell-curve boutique technology deals that VC's normally see

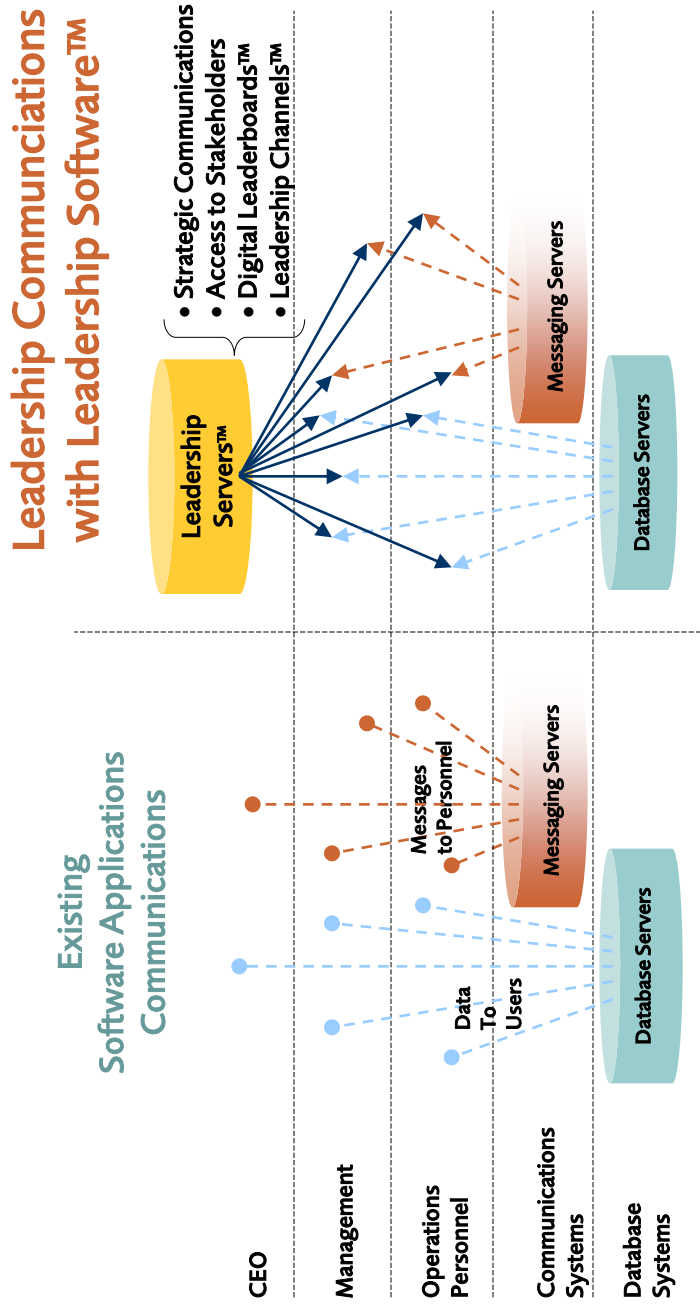
EXHIBIT D, p. 89 of 104



Leader

What problem does Leadership Software™ solve?

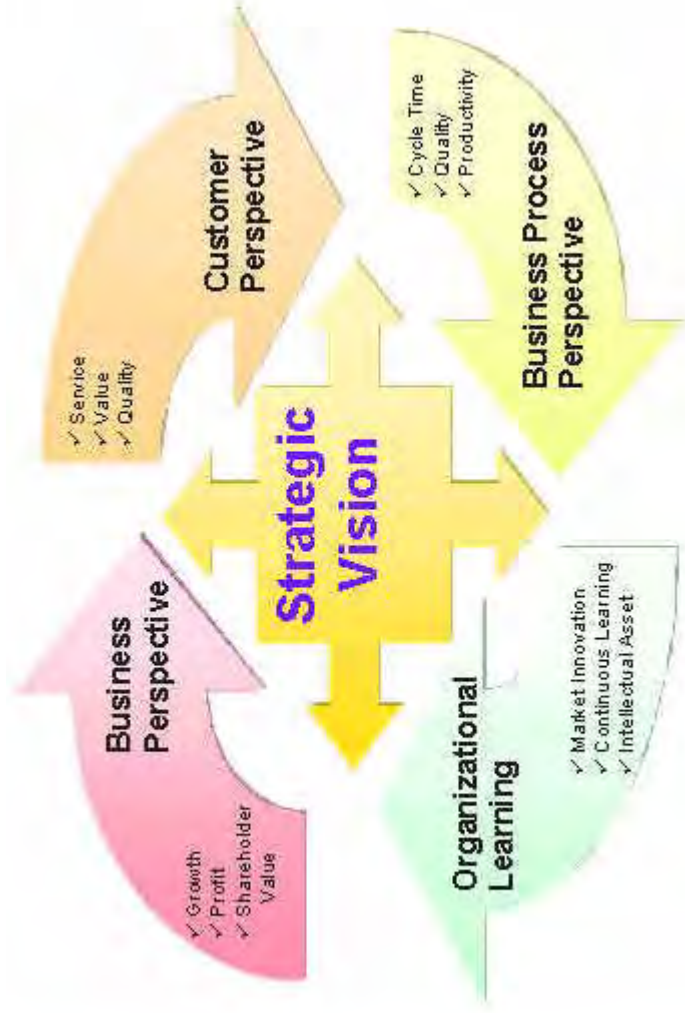
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Leader

What's the strategy problem?

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Source: Dr. Robert Kaplan, Harvard Business School



Leader

What's the strategy problem?

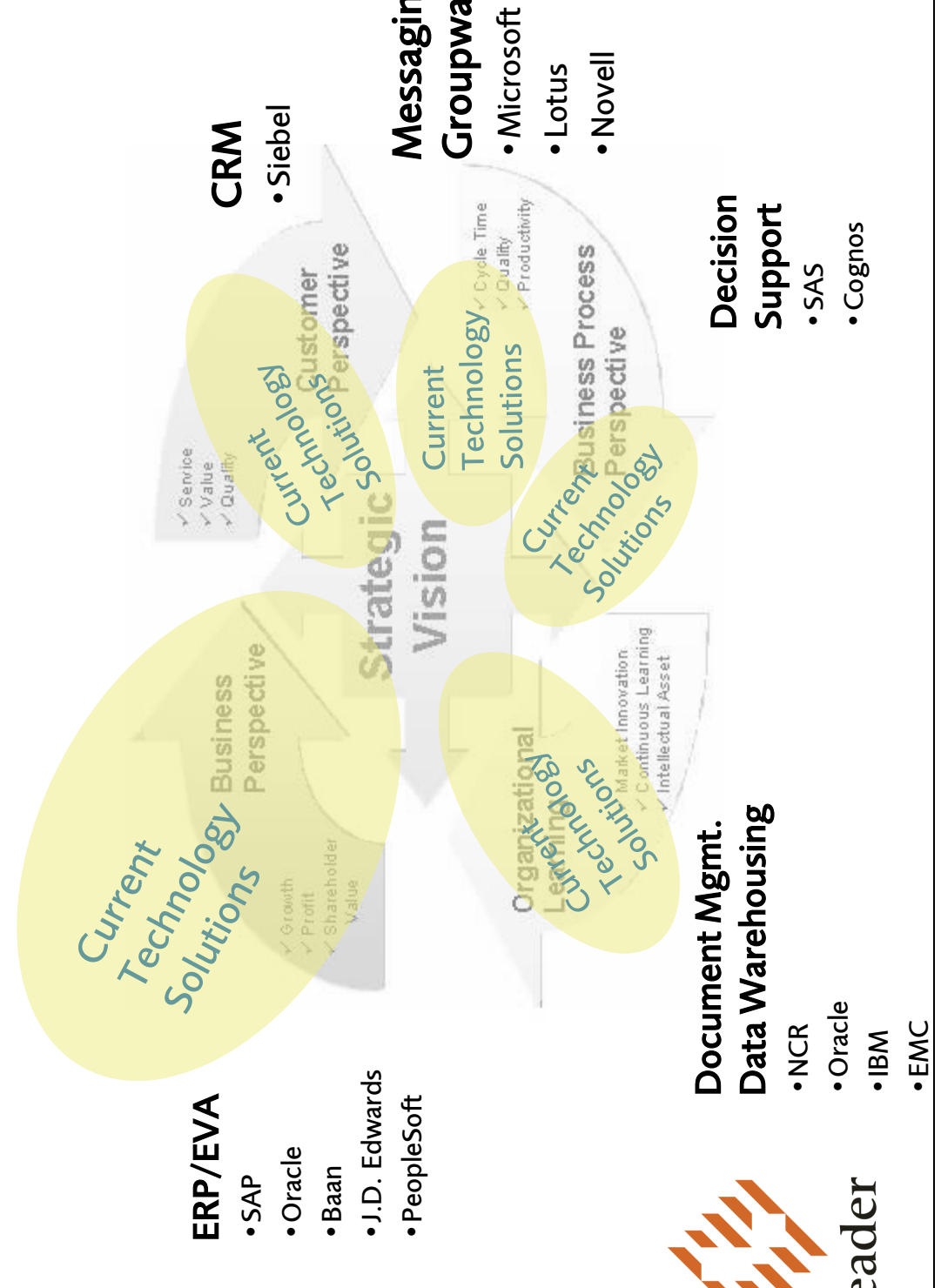
EXHIBIT D, p. 92 of 104



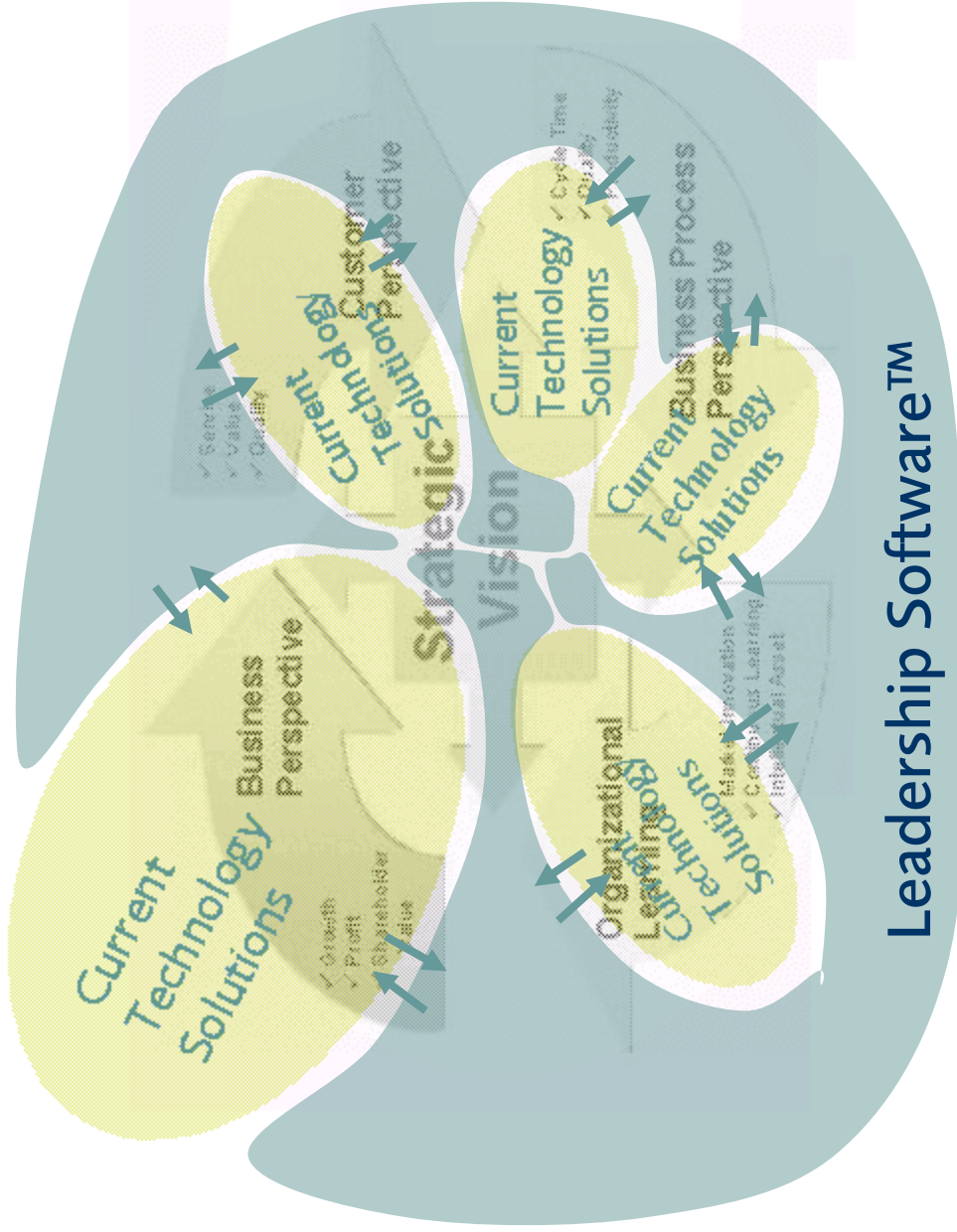
Leader

What is the transaction commodity?

- Predictable
- Repeatable
- Transactional
- Hierarchical



What's the strategy problem? -cont'd



What is the transaction commodity?

Ideas exchanged among people

- Relational
- Intuitive
- Conversational
- Spontaneous
- Adaptable

What's the answer?

Relationships drive
communications & value,
not data

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Leader

EXHIBIT G

APS, Inc.

Forensic Psychophysiological Assessments

3242 Babcock Boulevard
Pittsburgh, PA 15227

Telephone: (412) 600-9766
FAX: (412) 279-2818

CONFIDENTIAL POLYGRAPH REPORT

Examinee's Name: DAVID J. LONDON
Allegations: Verification Test
Polygraph Technique: BI-Zone Test
Date of Test: 06/14/2012
Place of Test: 3242 Babcock Boulevard
Pittsburgh, PA 15237
Examiner: Morris E. Ragus
Polygraph Results: "No Deception Indicated"

Instrumentation:

The AXCITON Computerized Polygraph System was utilized during the examination. The Computerized Polygraph System consists of a Notebook Computer, a 5-Channel AXCITON Sensor Box with an Enhanced Cardiosphygmograph Cuff to monitor relevant blood pressure, an Electrodermal Finger Assembly Unit to monitor electrodermal activity, two disposable Ag/AgC1 Sensors with conductance gel to monitor electrodermal activity, a Lower and Upper Pneumograph to monitor thoracic and abdominal respiration and a Motion Sensor Pad to monitor movement. The AXCITON Computerized Polygraph System was fully calibrated to published factory standards by the Examiner prior to the test.

Examiner's Certification:

The Physiological Detection of Deception (polygraph) Examination was conducted by Morris E. Ragus, Certified Computerized Polygraph Examiner by the Department of Defense Polygraph Institute, who is a full member of the American Polygraph Association, American Association of Police Polygraphists and the Pennsylvania Polygraph Examiners Association.

Confidential Polygraph Report

On June 14, 2012, DAVID J. LONDON, DOB: 04/16/1958, who resides at 10 Godly Road, Auckland, New Zealand, 0604, voluntarily agreed to take a Polygraph Examination regarding his participation with MARK ZUCKERBERG in Facebook. LONDON executed a **Polygraph Examination Consent Agreement**, a copy of which is attached to this report as **Attachment -1-**.

EXAMINEE'S PRE-EVALUATION "BASE-LINE" TEST PHASE:

LONDON stated that he had not consumed any alcoholic beverages or any drugs during the past twenty-four hours prior to the polygraph examination.

LONDON was administered a "Pre-Evaluation Test" which allows the Examiner to evaluate his cognitive (thinking) process concurrently with a physiological arousal to determine his testability. The Pre-Evaluation Test is a "Base-line test" designed to evaluate LONDON'S physiological responses for the purpose of determining if *stress, anxiety, nervousness, medication, pain, headache, fatigue, memory impairment, drowsiness*, or any hidden disorders that may interfere with his ability to process information. This procedure allows the Examiner to compare an unknown/untruthful response to a known/untruthful response which allows the Examiner to determine if LONDON was having any difficulty processing information through his cognitive thought process. To verify the procedure, LONDON was requested to attempt deception to an unknown target question in a series of questions during a test sequence(s). LONDON was further requested to attempt deception to a control question in the test sequence for comparison. Results of the test revealed that LONDON was capable of responding normally when attempting deception and answering truthfully during the test sequences. No abnormal responses were noted in the test sequences. LONDON executed a copy of the **Examinee Statement of the "Explanation of the Nature and Characteristics of the Polygraph Instrument/ Examination"** a copy of which is attached to this report as **Attachment -2-**. (This procedure is known as the **Process of Exclusion** wherein the Examiner has determined that those areas which could adversely affect the test were NOT present in LONDON'S Pre-Evaluation "Base-line" Test procedure.) The "Base-Line" Test was conducted without using any trickery or subterfuge.

Confidential Polygraph Report

PRE-TEST INTERVIEW STATEMENT PHASE:

LONDON stated that he wanted to verify that he met MARK ZUCKERBERG on the Internet in late 2002 or early 2003. LONDON stated that ZUCKERBERG sent him a copy of Leader Technology "White Papers" to review in 2003. LONDON did not know how ZUCKERBERG obtained a copy of Leader Technology "White Papers."

LONDON voluntarily agreed to submit to a polygraph to verify that ZUCKERBERG sent him a copy of Leader Technology "White Papers".

IN-TEST/ACTUAL POLYGRAPH EXAMINATION PHASE:

The polygraph test question technique used was a BI-ZONE Test. All questions were designed so they could be answered with either a "yes" or "no" answer and LONDON was instructed to answer each question truthfully.

Question #1. Did you lie when you said Mark Zuckerberg sent you the Leader Technology "White Papers" in 2003?

Answer: No

Question #2. Are you lying when you said Mark Zuckerberg sent you Leader Technology "White Papers" via the internet in 2003?

Answer: No

All of the foregoing relevant questions were asked four (4) times during four (4) different examination sequences during the actual polygraph testing and once prior to the actual polygraph examination.

POLYGRAPH EVALUATION PHASE:

A total of four (4) polygraph charts were collected for evaluation during the test administered to DAVID J. LONDON, on June 14, 2012. The Examiner conducted a forensic assessment of LONDON'S physiological responses by utilizing an approved Numerical Scoring System by the Defense Academy for Credibility Assessment and ASTM Forensic Psychophysiology Standards. The forensic assessment of LONDON'S physiological responses revealed that LONDON did not exhibit Significant Physiological Responses to the relevant questions. LONDON'S physiological responses contained sufficient and consistent diagnostic data to make a definitive decision that the polygraph examination was indicative of **No Deception Indicated**.

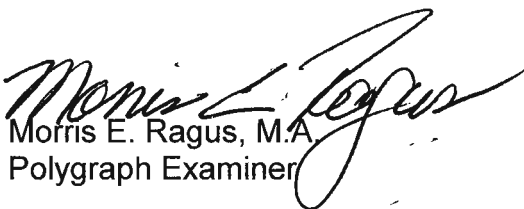
Confidential Polygraph Report

A quality control of DAVID J. LONDON'S polygraph examination was conducted

by WILLIAM E. BARRETT, M.A., Assured Polygraph Services, Inc., 3242 Babcock Boulevard, Pittsburgh, PA 15237. WILLIAM BARRETT is an experience certified Polygraph Examiner who is a current and full member of the American Association of Police Polygraphists, a current and full member of the American Polygraph Association and a current and full member of the Pennsylvania Polygraph Examiner Association. WILLIAM BARRETT conducted a forensic assessment of LONDON'S physiological responses which revealed that DAVID J. LONDON did not exhibit Significant Physiological Responses to the relevant questions. LONDON'S physiological responses contained sufficient and consistent diagnostic data to make a definitive decision that the polygraph examination was indicative of **No Deception Indicated**.

FINDINGS:

It is the opinion of the Examiner that DAVID J. LONDON was being truthful when he answered "no" to the above relevant questions during the actual polygraph examination administered on June 14, 2012. DAVID J. LONDON'S polygraph examination was evaluated as **No Deception Indicated (Truthful)**.


Morris E. Ragus, M.A.
Polygraph Examiner

POLYGRAPH EXAMINATION CONSENT AGREEMENT

Place: Pittsburgh, PA 15237 Time: 1:35pm Date: 06/14/2012

I, David J. London, do hereby voluntarily agree to take a polygraph examination through the POLYGRAPH DETECTION OF DECEPTION TECHNIQUE, which TECHNIQUE was explained to me. I have agreed to take this polygraph examination without threat, coercion, force, or promise of reward or immunity. I further agree that the sensing attachments may be placed upon me.

The polygraph examination area ^{DL} (~~does~~) (does not) contain a two-way mirror which you may be observed.

A camera or another device such as used in conversation or recording ^{DL} (~~will~~) (will not) be used during the examination.

I fully understand that: I am not required to take this examination. I may first consult with an attorney or anyone else before either signing this form or taking the examination. I may have an attorney present up to the time of the actual test, and I have the opportunity to exercise all these rights at any time I wish to during the entire time I am here.

I also acknowledge that the EXAMINER has read and fully explained to me the questions that are to be asked, and that I have been assured by the EXAMINER that I will be asked no other questions during the course of this polygraph examination without my written consent.

I voluntarily request that this polygraph examination be performed on me for the mutual benefit of myself and Donna Kluge. I further voluntarily request that the results, finding and recommendations or opinions stemming from this examination be made known to the above.

In consideration of the above-mentioned request, I voluntarily release and agree to hold free from all harm, liability, damage, and forever hold harmless the EXAMINER Morris E. Ragus; and/or agents individually, collectively, and personally from any/all suits, actions, or causes of action at law which may result directly, indirectly, or remotely from my taking said examination or following from the rendered oral and written opinions and statements based upon the examination.

To the best of my knowledge, at this time, I have no physical or mental condition which would prevent me from taking this polygraph examination or prevent me from understanding this agreement.

Morris E. Ragus
EXAMINER

D. J. London
(Signature of Person to be Examined)

The examination now being over at 4:15 pm on the above date. I agree that I took the examination voluntarily; I was well treated; and remained of my own free will knowing that I could stop anytime I so desired by merely stating I wished to stop or that I wished to consult with an attorney or any other person. I was not harmed in any way, I was well treated, and I agree that I understood all of my legal rights.

Morris E. Ragus
Examiner

D. J. London
Signature of Person Being Examined

IMPORTANT NOTICE: This agreement and release form is a legal binding contract; if not completely understood, do not sign but seek competent advice, such as that rendered by an attorney.

EXAMINEE STATEMENT

D.L.

I acknowledge that the Examiner (*did*) (~~*did not*~~) explain the Nature and Characteristics of the Computerized Polygraph System/Examination.

D.L.

I acknowledge that the Examiner has conducted the *Pre-Evaluation Test* and determined that I (*was*) (~~*was not*~~) capable of being tested at this particular time. The *Pre-Evaluation Test* was conducted in a manner which the Examiner did not use any form of trickery or subterfuge to determine my testability. I have had the opportunity to ask questions and I (*am*) (~~*am not*~~) satisfied that the Examiner has taken every precaution to ensure that the Computerized Polygraph works with me prior to taking the actual polygraph. I (*do*) (~~*do not*~~) wish to continue with this examination. I acknowledge that this document has been read and explained to me.

06/14/2012
Date

D.L. London
Signature of Examinee

David London
Print Name

Morris E. Rapus
Signature of Examiner

ATTACHMENT 2

EXPLANATION OF THE NATURE AND CHARACTERISTICS OF THE COMPUTERIZED POLYGRAPH SYSTEM/EXAMINATION

Q. What is a Computerized Polygraph?

The Computerized Polygraph is actually a scientific diagnostic recording system that records, stores, and prints physiological functions of the body during a Physiological Detection of Deception (Polygraph) Examination. The Computerized Polygraph System consists of a Computer, a 5-Channel **AXCITON Sensor Box** with the following components:

- an **Enhanced Cardiosphygmograph Cuff** is used to record cardiovascular activity or your relative blood pressure;
- an **Electrodermal Assembly Unit** is used to monitor electrodermal activity;
- a **Lower and Upper Pneumograph** is used to record thoracic and abdominal respiration activity or your breathing patterns;
- a **Motion Sensor Pad** is used to monitor movements.

Q. How does the Computerized Polygraph Work?

- Once the recording components are placed on your body and the Computerized Polygraph is activated, the computer records certain physiological changes of the body such as your breathing... skin moisture ... blood pressure ... heart rate ... and stress activity. For example, to a normal person a lie is always a form of stress, so when a person tells a lie or otherwise attempts deception, certain physiological changes are being recorded by the computer. Since each person has their own unique way of reacting to a lie, your lie pattern will be seen as a stressful reaction. The computer can record the degree and the intensity of your stress when you lie, for example, the difference between a *White Lie*, a *Blatant Lie* or a *Serious Lie*. A *White Lie* is NOT an overt intent to deceive and it is often not registered in the conscious mind whereas a *Blatant Lie* and a *Serious Lie* are registered in the conscious mind and is an overt intent to deceive. For example, when taking a Polygraph, you will exhibit a stressful reaction when you lie to the question which poses the greatest threat to your immediate well-being. When you lie about a transgression or something you know is wrong, you will process that information based upon your Past Experiences, Past Memories, Inferences, Judgment and your Perception as to what you have to lose when you lie about that transgression. The Examiner has the professional skills to determine what question(s) you have lied about based upon your unique reactions. This will also serve to verify that you know the difference between **Right** and **Wrong** when you lie.

Q. Pre-Evaluation "Base-line" Test will be conducted to determine the Examinee's Testability:

The *Pre-Evaluation "Base-line" Test* is designed to evaluate you psychologically and physiologically to determine your testability prior to taking the relevant polygraph test. The Forensic *Pre-Evaluation "Base-line" Test* will allow the Examiner to evaluate your cognitive (thinking) process to determine if *stress, anxiety, nervousness, medication, pain, headache, fatigue, memory impairment, drowsiness* or any *hidden abnormalities* that may interfere with your ability to process information. This procedure allows the Examiner to compare an unknown/truthful response to a known/un-truthful response which allows the Examiner to determine if you are having any difficulty processing information through your thought process. Results of the test procedure will determine if you are capable of responding normally when attempting deception and answering truthfully during the test sequence(s).

CURRICULAR VITA

Morris E. Ragus

542 Thorncliffe Drive
Pittsburgh, PA 15205

Telephone: 412-600-9766
FAX: 412-279-2818
Email: mragus@verizon.net

- EDUCATION:** MA Degree in Criminal Justice with Emphases in Physiological and Psychological Behavior, Vermont College/Norwich University, 1984
BA Degree in Criminal Justice with a minor in Psycho-Social Science, Alvernia College, 1979, AA Degree, Penn State University, 1977
- TRAINING:** Accelerated Polygraph Training
902nd Military Intelligence Detachment
Fort Meade, Maryland - 1973
- Polygraph Technology Training
Harrisburg Area Community College
Harrisburg, Pennsylvania - 1978
- Computerized Polygraph Training - (AXCITON)
Department of Defense Polygraph Institute
Fort McClellan, Alabama - 1994
- PROFESSIONAL ORGANIZATIONS:** American Polygraph Association (APA) - Full Member since 1979
Pennsylvania Polygraph Examiners Association - Past President
West Virginia Polygraph Association - Member
American Association of Police Polygraph Examiners - Member
ASTM - Forensic Psychophysiology - Member
Association of Former Intelligence Officers, Pennsylvania Chapter - Past President
- PUBLICATIONS:** American Polygraph Newsletter - Vol. 18, Jan-Feb 1985,
"Polygraph Refutes Handwriting Experts Testimony"
How to Evaluate Cognitive Behavior Concurrently with a Physiological Arousal to Determine a Person's Testability with the Polygraph
- EMPLOYMENT: HISTORY** 1990- Present: Independent Polygraph Examiner
1993 to 2011: Special Investigator with the Federal Bureau of Investigation as an independent contractor with the Background Investigations Contract Services.
2000 to 2005: Polygraph Instructor with Harrisburg Area County Community College Police Polygraph School and the Pennsylvania State Police/Northeast Counter Drug Training Center Polygraph School, Fort Indiantown Gap, Pennsylvania.
1980 to 1990: Chief Polygraph Examiner and Senior Investigator with the Office of Inspector General, Commonwealth of Pennsylvania.
1978 to 1979: Police Officer, Pine Grove Borough Police Dept. Pine Grove, PA
1955 to 1975: U.S. Army Intelligence: Special Agent, Counterintelligence and Intelligence Technician in Positive Intelligence Collection. Polygraph Advisor to the Iranian Imperial Army (1973 - 1975).

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