

1 better try to perfect his fraud as he goes forward.

2 THE COURT: That's why you're opposed to
3 mutual discovery in the sense of at least allowing
4 the plaintiff to obtain discovery contemporaneous
5 or in advance potentially of yours?

6 MR. SNYDER: Yes. We're prepared to give
7 this plaintiff 176 emails that document --

8 THE COURT: 176? —

9 MR. SNYDER: -- that document a narrative,
10 the true relationship between these parties, but
11 not until, your Honor, he provides us with his
12 supposed evidence --

13 THE COURT: I understand. Okay.

14 MR. SNYDER: Right.

15 THE COURT: I just needed to -- and how
16 many are there all together? You said --

17 MR. SNYDER: 176, your Honor. —

18 THE COURT: Over what period?

19 MR. SNYDER: This is from middle of 2003 —
20 through and including the middle of 2004 when
21 Mr. Zuckerberg gave up on ever receiving a dime
22 from this man.

23 THE COURT: More than the 9,000 that he
24 received?

25 MR. SNYDER: Correct.

1 THE COURT: And did Mr. Zuckerberg
2 actually deliver some software, code or --

3 MR. SNYDER: Code that --

4 THE COURT: -- otherwise?

5 MR. SNYDER: Yes, code that Mr. Ceglia and
6 his co-workers deemed and described as beautiful
7 and very effective and exactly what they had wanted
8 and ordered. So --

9 THE COURT: And then after that nothing
10 happened between the two parties until
11 Mr. Zuckerberg was served in this action?

12 MR. SNYDER: Right. Until out of the blue
13 in June of last year this complaint fell from the
14 sky alleging the existence of a contract which
15 Mr. Zuckerberg has sworn to this Court and --

16 THE COURT: Well, it didn't fall from the
17 sky. It was served on Mr. Zuckerberg.

18 MR. SNYDER: As if it fell from the sky.

19 THE COURT: As if it fell from the sky.
20 Mr. Ceglia never wrote or corresponded with
21 Mr. Zuckerberg to say consistent with the
22 complaint, you know, in case you've forgotten,
23 we're partners --

24 MR. SNYDER: No, your Honor.

25 THE COURT: -- in Facebook and where's my

1 office, and could you order some furniture, and
2 when am I going to get an accounting and 50 percent
3 of the profits for the last fiscal year, nothing
4 like that?

5 MR. SNYDER: No. Despite the fact by
6 early 2010 Facebook had close to 400 or 500 million
7 customers or users, Mr. Ceglia remained silent
8 sitting on his alleged multi-billion dollar
9 interest. And it's our belief that it wasn't until
10 shortly before Mr. Argentieri filed the complaint
11 on behalf of Mr. Ceglia in the state court, it was
12 shortly at or around that time that he concocted
13 this entire fraud. And the amended -- the original
14 complaint was bad enough because it attached what
15 was a fraudulent document, and what --

16 THE COURT: Which one was that?

17 MR. SNYDER: The complaint. The contract.
18 The contract.

19 THE COURT: Well, the amended complaint
20 also attaches --

21 MR. SNYDER: I'm sorry, the original
22 complaint was bad enough. But when we made
23 clear --

24 THE COURT: Bad enough in the sense of?

25 MR. SNYDER: Of based on an outright

1 pervasive fraud. In other words --

2 THE COURT: Was it more pervasive than the
3 amended complaint?

4 MR. SNYDER: The amended complaint doubles
5 down on the fraud.

6 THE COURT: Oh.

7 MR. SNYDER: And it does so --

8 THE COURT: So it's worse?

9 MR. SNYDER: It's worse. And it does so,
10 your Honor, because after the filing of the
11 original complaint, Facebook made clear publicly
12 that it was going to vigorously fight this lawsuit
13 and that it regarded that document as a fraud, i.e.
14 it was not going to succumb or acquiesce to a
15 opportunistic and bogus lawsuit.

16 And so when the amended complaint was filed for
17 the very first time it alleges the existence, of
18 course, of several dozen emails between
19 Mr. Zuckerberg and the plaintiff purportedly
20 concerning Facebook. The emails, of course, were
21 not attached to the amended complaint. People call
22 them emails, but they were really words printed on
23 a document captioned amended complaint. The emails
24 are outright fabrications.

25 Mr. Zuckerberg has submitted a sworn

1 declaration to this Court that he did not write or
2 receive a single one of those so-called emails.

3 THE COURT: And they're not among the --
4 what's in the Harvard server. —

5 MR. SNYDER: Correct. The foremost
6 computer forensic experts in the country, the
7 Department of Justice and other government entities
8 rely on Stroz Friedberg, although it's a private
9 company, often for their forensic computer skills,
10 have confirmed that these made-up emails do not
11 exist, do not reside --

12 THE COURT: And that they are made up?

13 MR. SNYDER: And --

14 THE COURT: And that they are made up,
15 fabricated?

16 MR. SNYDER: The linguistic expert has
17 compared the text and tone of the supposed emails
18 described in the amended complaint to
19 Mr. Zuckerberg's authentic voice in the genuine
20 emails and has corroborated Mr. Zuckerberg's sworn
21 testimony that he did not send or receive any of
22 those emails.

23 THE COURT: In his opinion.

24 MR. SNYDER: In his opinion. What makes
25 this even more disturbing is the changing story

1 plaintiff is perpetuating the most serious kind of
2 fraud on the court imaginable.

3 THE COURT: And when the polygraph
4 examination was conducted, plaintiff's counsel was
5 aware that that was your position?

6 MR. SNYDER: Fully aware. We'd already
7 submitted --

8 THE COURT: How would they have seen that,
9 through this motion?

10 MR. SNYDER: Yes. On June 2nd we
11 submitted our motion.

12 THE COURT: When was the polygraph exam
13 again, I forgot?

14 MR. SNYDER: Between June 2nd and June
15 10th.

16 THE COURT: Thank you.

17 MR. SNYDER: We hired, your Honor,
18 Professor Romano, Frank Romano from Rochester
19 Institute of Technology, who is considered, if not
20 the world renowned expert in document examination,
21 at the very top of -- of that industry. Again,
22 hired by the United States Department of Justice --

23 THE COURT: I read his credentials.

24 MR. SNYDER: His report is also
25 devastating, because he concludes without even

1 inspecting the original and conducting the testing
2 that we think is so important to confirm and fully
3 expose the fraud, he concludes based on the copy
4 that this is amateurish forgery, and your Honor has
5 read, of course, so I won't repeat the actual
6 factual findings that --

7 THE COURT: And, of course, they have an
8 expert who I thought rather neatly rebutted that.

9 MR. SNYDER: I don't think so, your Honor.

10 THE COURT: You don't think so?

11 MR. SNYDER: I thought the expert was
12 hedgy.

13 THE COURT: Well, he attempted to neatly
14 rebut it.

15 MR. SNYDER: I thought he hedged, was
16 equivocal, and actually did not come out and say
17 that the document was authenticate. All he said is
18 that page 1 sits on page 2, and there are —
19 indentations on page 2 from page 1 which, of
20 course, could and we believe was done at or around
21 the time the forgery occurred many, many years
22 after this relationship ended.

23 But, as your Honor saw, when the plaintiff
24 doctored page 1 of the contract to manufacture the
25 contract for this lawsuit, he made a mistake that

1 we believe also exposed his fraud with the LLC.
2 And they make short shrift of that, but the fact
3 that page one says StreetFax, LLC, page 2 says
4 StreetFax, Inc.

5 THE COURT: I don't want to quibble too
6 much, and I have read all of this, so -- but I
7 thought there was a plausible explanation for that.
8 He just assumed it was a corporation and being a
9 layperson put down LLC according to the plaintiff.

10 MR. SNYDER: That would make sense, your
11 Honor, if page 2 also said StreetFax, LLC. But it
12 didn't. Page 2 of the contract said StreetFax,
13 Inc.

14 THE COURT: We're talking about a layman
15 who put together a, basically, a kitchen-table
16 contract to his potential advantage or
17 disadvantage, and didn't consult a lawyer, if it is
18 an authentic contract and -- but coming back to the
19 point, Mr. Zuckerberg does agree that he signed
20 some sort of an instrument with Mr. Ceglia. We
21 sort have got away from that.

22 MR. SNYDER: Yes, and that's what makes
23 the fraud so pernicious, because he is using --

24 THE COURT: Where is that contract?

25 MR. SNYDER: I think Mr. Argentieri, lead

1 counsel, who is not present, but he's lead counsel,
2 has it allegedly, according to reports. We've been
3 asking to see it for a year.

4 THE COURT: So you think there's two
5 instruments? There's the original which is the
6 real contract between Mr. Zuckerberg and Mr. Ceglia
7 relative to Street Search that's in the safe
8 deposit box, and what was attached to the complaint
9 is this concoction?

10 MR. SNYDER: No, your Honor.

11 THE COURT: No.

12 MR. SNYDER: The one that is in the safe
13 is the fraudulent document --

14 THE COURT: Oh.

15 MR. SNYDER: -- which we want to test.

16 THE COURT: The original?

17 MR. SNYDER: The original version of the
18 doctored contract, which came into existence we
19 believe recently.

20 THE COURT: I was talking about the
21 contract that Mr. Zuckerberg apparently agrees he
22 did sign with Mr. Ceglia.

23 MR. SNYDER: I do not know, your Honor, if
24 the plaintiff still has a copy of the authentic
25 real contract.

1 THE COURT: Because the plaintiff could --
2 claims that this is the original contract.

3 MR. SNYDER: Of course, right.

4 THE COURT: But Mr. Zuckerberg was not
5 given a copy or duplicate of the actual Street
6 Search contract that he agrees that apparently he
7 did sign.

8 MR. SNYDER: Your Honor, he was 18 years
9 old at the time. He was a freshman at college.
10 And this event in his life at the time was a
11 meaningless event. It was insignificant in the
12 context of his life. Like most 18 year olds who
13 pack up their dorms and move away for the summer,
14 whether he had it or didn't have it, doesn't have
15 it today, it was a --

16 THE COURT: Does he recall having it?

17 MR. SNYDER: He certainly recalls signing
18 the contract, and recalls without qualification,
19 without question, without ambiguity that the only
20 business he did with this man related to StreetFax,
21 period. I mean, there's no question in his mind
22 about that. And, in fact, Facebook did not --

23 THE COURT: His recollection is quite
24 clear about the contract and its terms and
25 conditions and its purpose and objectives relating

1 to coding, delivery of program, software to carry
2 out Mr. Ceglia's specifications for the Street
3 Search software?

4 MR. SNYDER: Crystal clear.

5 THE COURT: Crystal clear. And he was
6 getting money for it, and -- but -- and he signed
7 it, but he doesn't recall whether he ever obtained
8 a copy, was given a copy by Mr. Ceglia at that
9 time.

10 MR. SNYDER: Whether -- he may have been
11 given a copy, but he certainly doesn't have one --
12 today anymore than he has many of his belongings.

13 THE COURT: That's what I'm asking. Does
14 he recall getting a copy?

15 MR. SNYDER: He does not recall getting a --
16 copy, although he may have gotten a copy. ~

17 THE COURT: I see.

18 MR. SNYDER: And the point here, your
19 Honor --

20 THE COURT: And he didn't search his
21 records in connection with the lawsuit to see if
22 it's --

23 MR. SNYDER: We do not have a copy --

24 THE COURT: -- maybe in his parent's attic
25 somewhere in some box, you know --

1 MR. SNYDER: Your Honor, if we --

2 THE COURT: -- versus --

3 MR. SNYDER: If he only knew when he was
4 18 that he was going to go on to found Facebook
5 turned into a big company, and that eight years
6 later some man would sue him, he probably would
7 have saved the contract. But like most 18-year-old
8 kids, packing up their boxes, moving from one place
9 to another, many of his possessions, personal and
10 otherwise, destroyed, left behind. And this was no
11 more important than any other meaningless piece of
12 paper at the time. In fact, he hadn't gotten paid,
13 gave up on getting paid, so the piece of paper, the
14 authentic contract, the StreetFax contract wasn't
15 worth the paper it was written on at that time.

16 So, we have established prima facie evidence,
17 your Honor, that expedited targeted discovery is
18 necessary.

19 THE COURT: Well, can we focus on that for
20 a second?

21 MR. SNYDER: Sure.

22 THE COURT: Where would we end up if we
23 had targeted expedited discovery focusing on the
24 authenticity issue?

25 MR. SNYDER: In the event, your Honor --

1 THE COURT: Procedurally.

2 MR. SNYDER: Yes, your Honor. What we
3 would propose is a 30-day period, 30 days after the
4 production of what we say are the instruments of
5 the fraud, which we've delineated in our motion,
6 within 30 days we would conduct all the testing.

7 THE COURT: I'll get to that. That's the
8 protocol I think.

9 MR. SNYDER: Yes.

10 THE COURT: I want to talk about that.
11 What I'm asking is, is the objective here to
12 persuade the plaintiff that he is a liar and a
13 fraud artist, and his lawyers and get them to
14 basically throw the towel in?

15 MR. SNYDER: I can't get inside the head
16 of this plaintiff because he appears --

17 THE COURT: That's my point, what is
18 the --

19 MR. SNYDER: My objective is to obtain
20 evidence, which we would then present to this Court
21 in support of a motion to dismiss the complaint on
22 the grounds that the plaintiff is committing, has
23 committed and intends to commit a fraud on this
24 Court. And the case law is clear that under this
25 Court's inherent power, there is no more

1 appropriate reason to dismiss a complaint than --

2 THE COURT: See, that's not in your
3 papers, that's why I asked the question. I'm
4 having difficulty understanding where we are going
5 procedurally. Because from all the plaintiff has
6 put in, it sure looks like they have no intention
7 of throwing the towel in, that their experts are
8 quite competent, if not equally competent or even
9 more competent than your experts, and that it would
10 be -- and that's why I'm asking this question. It
11 would be a surprise to me if -- if as a result of
12 all the testing that you would accomplish -- and
13 I'm not saying I'm not going to allow you to do it
14 here, I'm just trying to understand what is it I'm
15 signing up for.

16 MR. SNYDER: That's --

17 THE COURT: What is it that I'm signing up
18 on behalf of Judge Arcara for?

19 MR. SNYDER: I think --

20 THE COURT: If I could finish. And that
21 is, does it position you then to make a motion for
22 partial summary judgment? I mean, how -- how does
23 it stop the case -- how does it stop the case
24 unless they concede as a result of the destructive
25 testing and otherwise that the -- that Mr. Ceglia's

1 got either a very bad recollection, or all of the
2 nasty things that you attribute to him are true, in
3 which case, there are two sworn affidavits here,
4 and who knows what the U.S. attorney might be
5 thinking about with these affidavits.

6 So what I'm getting at is, if it turns out that
7 the plaintiff's experts, after concomitant testing,
8 using the same protocols, come to a completely
9 different conclusion, even under inherent power,
10 which is the first time I've heard that that's your
11 strategy here procedurally, how does the case
12 terminate? The case seems to me to go forward to
13 jury trial.

14 MR. SNYDER: I think that that's the right
15 question, and if I may respond?

16 THE COURT: Thank you.

17 MR. SNYDER: Thank you. First
18 preliminarily, I respectfully disagree that the
19 experts who submitted declarations on behalf of the
20 plaintiff endorse or attest to under oath the
21 authenticity of either the emails or the contract.
22 What they do is they make observations about that
23 evidence. But none attest to the authenticity. In
24 fact, it's the opposite. Again, they -- the expert
25 who submitted a declaration concerning the emails

1 said I understand these are emails, and all he said
2 was documents, which I understand are emails --

3 THE COURT: Concentrate on the contract.

4 MR. SNYDER: And on the contract there was
5 no testimony given by the experts that this was an
6 authentic contract, that it was a legitimate
7 contract, that they tested it in the ways that
8 document examiners need to test documents to
9 ascertain authenticity.

10 THE COURT: What is your point? You're
11 saying to me that, Judge, not to worry, when we get
12 through with this document and they get through
13 with the document, all the experts are going to be
14 in agreement it's a fraud.

15 MR. SNYDER: That is our expectation. And
16 in the event that we are able to establish that
17 based on this testing, we believe at that time this
18 Court would not only --

19 THE COURT: In the event that you are able
20 to establish it?

21 MR. SNYDER: Yes.

22 THE COURT: No. You say you will —
23 establish it.

24 MR. SNYDER: We expect to establish it.
25 Until the testing is done your Honor --

1 THE COURT: You can't be sure.

2 MR. SNYDER: I can't be sure. Because the
3 testing is multi-faceted. It's actually
4 fascinating --

5 THE COURT: So is it possible that your
6 experts -- your experts would change direction and
7 say, look --

8 MR. SNYDER: No.

9 THE COURT: -- it is authentic.

10 MR. SNYDER: It's impossible that my
11 experts will say that it's authentic.

12 THE COURT: Because?

13 MR. SNYDER: Because they've already
14 determined based on visual observation, Mr. Romano
15 has, and other evidence, that it's amateurish
16 forgery. The question is --

17 THE COURT: Why do they need to see it
18 through expedited discovery?

19 MR. SNYDER: Because there are additional
20 tests that need to be conducted based on document
21 forensic examination protocols that are necessary
22 to fully confirm the conclusion based on visual
23 inspection that the document is a fraud. For
24 example, there are tests that can be done
25 microscopically in terms of paper and toner. There

1 are optical lights that can be used to see
2 differences in ink, paper, and opaqueness of the
3 pages. There's ink extractions which don't hurt
4 the integrity of the document to sample and
5 identify whether the ink is the same on both pages
6 and how old it is. There are differences in paper
7 fibers --

8 THE COURT: I'm familiar with those
9 things.

10 MR. SNYDER: -- and the like, your Honor.

11 THE COURT: We had a case under my
12 criminal jurisdiction many years ago where we got
13 into these very same issues.

14 MR. SNYDER: So there's no chance that any
15 of our experts will change their view. The
16 question is the quality --

17 THE COURT: There's no chance?

18 MR. SNYDER: No chance. The question is
19 quality and quantum of evidence that we would like
20 to present to this Court in support of a motion to
21 dismiss --

22 THE COURT: Okay.

23 MR. SNYDER: And the case law is clear
24 that even where a plaintiff raises --

25 THE COURT: Under inherent authority?

1 example, that a toner or ink or paper fiber didn't
2 exist at the time or the like.

3 THE COURT: I understand, okay. And Judge
4 Larimer -- did you -- is that in your papers? If
5 you could just tell me the reference, I don't need
6 to pursue it any further.

7 MR. SNYDER: Yes. It's 418 F.Supp 277.

8 THE COURT: Thank you. That's enough. So
9 there's authority for the court on its own motion
10 or on motion of the opposing party to make a
11 factual finding of fraud, dismiss the complaint,
12 and if you don't like it, take an appeal.

13 MR. SNYDER: Correct. And the first
14 department -- the First Circuit decision has
15 language which I think is very instructive. The
16 First Circuit in that case that Judge Larimer cited
17 with approval said it strikes us as elementary that
18 a federal district court possesses the inherent
19 power to deny the court's processes to one who
20 defiles the judicial system by committing fraud on
21 the court. The present case is a near classic
22 example of the genre of fraud of the court. This
23 is a case where a plaintiff fabricated a purchase
24 agreement, gave it to his lawyer, read the
25 complaint before it was filed, as Mr. Ceglia did,

1 because he verified the original complaint,
2 realized that counsel acting on his behalf proposed
3 to annex the bogus agreement to the complaint, thus
4 representing it to be authentic, and nevertheless
5 authorized the filing. This tactic plainly
6 hindered defendant's ability to prepare and present
7 its case, while simultaneously throwing a monkey
8 wrench into the judicial machinery.

9 THE COURT: And there were no opposing
10 opinions about it?

11 MR. SNYDER: There were.

12 THE COURT: In that case?

13 MR. SNYDER: In that case --

14 THE COURT: Other than the -- other than
15 the litigant?

16 MR. SNYDER: The litigant.

17 THE COURT: Just that?

18 MR. SNYDER: The litigant --

19 THE COURT: No. What I'm asking is either
20 in that case or Judge Larimer's case were there
21 dueling experts?

22 MR. SNYDER: I don't believe so, but I
23 don't regard there to be dueling experts in this
24 case --

25 THE COURT: Yet.

1 MR. SNYDER: Yes, your Honor. It was
2 Mr. Rose.

3 THE COURT: Mr. Rose, I'm sorry.

4 MR. SNYDER: McGowan. I'm sorry, it was
5 McGowan.

6 THE COURT: McMenamin -- McGowan. So I
7 did miss it. Is it the same as Mr. Evans's
8 protocol?

9 MR. SNYDER: Essentially other than the
10 plaintiff wants --

11 THE COURT: What page should I look on in
12 his --

13 MR. SNYDER: It would be paragraph 17 and
14 18 of his declaration, which is the next to last
15 page.

16 THE COURT: He refers to a protocol, but I
17 guess that's what threw me off. I didn't actually
18 see one, unless it's in Exhibit A or B, and I've
19 been looking for it and didn't see it. But I did
20 see something that sure looked like a protocol to
21 me. I'm not sure I agree with it, but I sure
22 know -- I could at least sense it was genuinely an
23 effort to articulate a protocol, and that's at
24 page 3 and 4 of Mr. Evans's declaration.

25 MR. SNYDER: He does describe in his

1 MR. SNYDER: I don't think the Court needs
2 to be concerned about what specific tests are going
3 to be conducted.

4 THE COURT: If you choose the wrong one,
5 then it's your problem.

6 MR. SNYDER: Correct, your Honor.

7 THE COURT: You're pretty confident?

8 MR. SNYDER: I'm pretty confident that
9 Stroz Friedberg will follow the -- go by the book,
10 and there will be no question about what they did
11 or didn't do.

12 THE COURT: So if I had a question for
13 Mr. Lake, where at page 5 of the Evans declaration
14 articulating a series of protocols, that the Court
15 shall enter an order identifying the specific
16 electronic data that is to be imaged by the
17 independent consultant, because there's not --
18 because in your view --

19 MR. SNYDER: Sorry, your Honor.

20 THE COURT: Go ahead. You need to
21 consult, that's okay. Since you are attempting to
22 persuade the Court -- the Court doesn't get
23 involved with an independent consultant, again, I
24 don't have be concerned about that issue.

25 MR. SNYDER: Yes, your Honor.

1 THE COURT: Thank you. Tell me about --
2 then we'll let you take a break and get Mr. Lake
3 front and center. Take a break from your
4 presentation. Tell me about why we shouldn't have
5 mutual targeted accelerated discovery on this
6 issue.

7 MR. SNYDER: Your Honor, the plaintiff has
8 not demonstrated good cause to justify his broad
9 discovery requests. We're willing to and have said
10 in our papers, offered to provide plaintiff
11 discovery into the critical emails on the Harvard \
12 server that describe the relationship between
13 plaintiff --

14 THE COURT: But only after the plaintiff
15 discloses and produces his emails, because you
16 think he can lay his hands on software that will
17 enable him to fabricate yet new emails --

18 MR. SNYDER: Yes, your Honor.

19 THE COURT: -- to make them appear as if
20 they're old emails that rebut, contradict,
21 undermine the Harvard emails.

22 MR. SNYDER: Yes. But our experts have
23 searched the Harvard server, have sworn to this
24 Court --

25 THE COURT: Isn't that -- I know how -- I

1 MR. SNYDER: -- got caught. This man when
2 he ripped off people in this area selling them wood
3 pellets, got caught --

4 THE COURT: A serial fraud artist.

5 MR. SNYDER: -- they put the handcuffs on
6 him just miles away from here.

7 THE COURT: That's your position.

8 MR. SNYDER: And he's gotten caught here
9 again. So I have no idea how his mind operates --

10 THE COURT: But the point is that I think
11 what you're simply -- you're agreeing with me,
12 that, yeah, if he was given mutual discovery and
13 access to those Harvard emails, he'll defraud
14 again, but, guess what, he'll get caught. So
15 what's the harm in it?

16 MR. SNYDER: The harm in it is we'll be in
17 court having to file yet additional motions,
18 undergo even more expense and burden, and I don't
19 think that this plaintiff should be rewarded, given
20 the showing we've made, and these emails that we
21 have are safely in our possession.

22 THE COURT: But getting caught for
23 committing further fraud on the court doesn't sound
24 like being rewarded, but I understand your point,
25 okay. Is that the only reason not to permit mutual

1 discovery? Because it is a -- it is an unusual
2 request.

3 MR. SNYDER: Well, your Honor --

4 THE COURT: I mean, I've been on the bench
5 20 years and I've never seen anything like this.
6 But then again, I've never seen anything like this.

7 MR. SNYDER: The threshold question in
8 this case -- the threshold question in this case,
9 your Honor, is the authenticity of the contract and
10 the emails. Therefore, it's our position that all
11 of the expedited discovery within a 30-day window
12 should address those two critical core documents,
13 and not a fishing expedition into all of the
14 subjects that this plaintiff --

15 THE COURT: Is that the only reason to not
16 grant mutual discovery, expedited discovery, is the
17 potential for him to engage in a further fraud to
18 rebut the Harvard email?

19 MR. SNYDER: There are two or three other
20 reasons.

21 THE COURT: Okay. What are they?

22 MR. SNYDER: The other reason --

23 THE COURT: I know I read the papers, but
24 it's a lot of material, and I like to hear it again
25 so --

1 MR. SNYDER: Yes. The other reason, your
2 Honor, is not only because we don't want to give
3 him a roadmap, but because this plaintiff has not
4 demonstrated good cause to go beyond expedited
5 discovery on the core foundational documents in the
6 case. And if he is given that mutual discovery
7 into other more wide-ranging issues in this case,
8 it will burden and prejudice us. There will be
9 time, there will be more expense. It will delay
10 the case.

11 And it's not necessary here, because what we're
12 proposing can short circuit the case and avoid
13 months of protracted discovery of the kind that
14 this plaintiff is proposing. In addition, your
15 Honor, there is a, I think, institutional interest
16 that this Court can and should have in not
17 permitting a plaintiff, based on fraudulent
18 documents, to then have a license to conduct a
19 fishing expedition into matters unrelated to the
20 authenticity of those core documents until and
21 unless he can establish their authenticity. So for
22 him to go searching around Facebook's records and
23 Mr. Zuckerberg's records about a whole host of
24 topics unrelated to these two core documents, we
25 think would --

1 THE COURT: In other words, all of the
2 things that he -- I'm drawing your attention to,
3 and you know what I'm referring to, page 12 and 13
4 of the plaintiff's memorandum, there are listed
5 therein one, two, three, four, five categories of
6 which don't sound burdensome --

7 MR. SNYDER: I can address each, your
8 Honor.

9 THE COURT: Yes, that's my point. What is
10 wrong with, for example, getting all documents
11 constituting or reflecting or referring to
12 agreements between plaintiff and Zuckerberg --

13 MR. SNYDER: Well, your Honor --

14 THE COURT: -- what's wrong with that?

15 MR. SNYDER: We have none, so that's --

16 THE COURT: That's the first time I've
17 heard that. Did you say that in your reply? I
18 don't remember that.

19 MR. SNYDER: We have -- I said to your
20 Honor today that Mr. Zuckerberg doesn't have a copy
21 of the contract, and therefore we would agree to
22 mutual discovery on that, and there's nothing to
23 exist.

24 THE COURT: The only emails that refer to
25 it are the ones we've been discussing, and you

1 THE COURT: So we've discussed that. And
2 then the one you don't like especially is the next
3 one, all documents including communications
4 created, dated, received before July 30th,
5 '04 referring to Facebook, et cetera.

6 MR. SNYDER: Right. That, your Honor, is
7 a fishing expedition --

8 THE COURT: That sort of begs of question.

9 MR. SNYDER: Begs the question. And it's
10 a fishing expedition, and it goes way beyond
11 whether these documents are authentic or a
12 fabrication.

13 THE COURT: Because we still have to
14 decide authenticity, right?

15 MR. SNYDER: Yes.

16 THE COURT: All documents constituting,
17 reflecting, or referring to payments made to —
18 Zuckerberg. This would be the \$9,000 worth of
19 payments. He doesn't have those either.

20 MR. SNYDER: We have some checks, your
21 Honor. But it's -- I think, again --

22 THE COURT: You have some?

23 MR. SNYDER: Yes, your Honor. And I don't
24 think that that is --

25 THE COURT: Do you have a problem giving

1 those over?

2 MR. SNYDER: I do in the sense that I just
3 think it's inappropriate for this plaintiff to
4 have --

5 THE COURT: Have any discovery whatsoever
6 because he's a con artist.

7 MR. SNYDER: Because --

8 THE COURT: You don't like him.

9 MR. SNYDER: I have no feelings about him
10 one way or another.

11 THE COURT: You don't?

12 MR. SNYDER: I don't, your Honor. Other
13 than that I think he should be brought to justice.

14 THE COURT: You wouldn't invite him over
15 for dinner, would you?

16 MR. SNYDER: I would not.

17 THE COURT: Okay. Then you do have some
18 feelings. I'm only kidding, trying to lighten the
19 load here.

20 MR. SNYDER: Yes, your Honor. Look, your
21 Honor, whether or not Mr. Zuckerberg wrote a few --
22 received a few checks --

23 THE COURT: It's not a biggy. It doesn't
24 impact on the ability to conduct competent analysis
25 showing lack of authenticity, but there's no good

1 cause for it.

2 MR. SNYDER: There's no good cause for it.

3 THE COURT: How about this one, the last
4 one. No less than 30 handwriting samples from
5 Mr. Zuckerberg written between January 1st, '03,
6 and July 31st, '04. What about that?

7 MR. SNYDER: There's no good cause even
8 remotely for that, your Honor.

9 THE COURT: Well, isn't there -- isn't
10 there one implied? I mean Mr. Zuckerberg stated
11 under oath he didn't sign this agreement.

12 MR. SNYDER: He did not sign --

13 THE COURT: But he did sign some
14 agreement.

15 MR. SNYDER: Correct. So the question is
16 not whether the signature --

17 THE COURT: So the question is whether
18 it's his signature on this agreement.

19 MR. SNYDER: That's not a disputed issue
20 in the case.

21 THE COURT: It's not?

22 MR. SNYDER: Whether he signed -- whether
23 that is his signature.

24 THE COURT: I thought you just told me it
25 was.

1 MR. SNYDER: That signature appears on
2 page --

3 THE COURT: He didn't sign it.

4 MR. SNYDER: The signature appears on
5 page 2 of the agreement. Page 1 of the agreement
6 is the page that contains the fraudulent and
7 doctored language about Facebook.

8 THE COURT: Then again, maybe I'm just a
9 tad confused. Are you saying that page two is an
10 authentic copy of the page two of the agreement
11 that he did sign relative to the Street project?

12 MR. SNYDER: I'm saying it may be in the
13 sense that it appears to be Mr. Zuckerberg's
14 signature, meaning to say it appears to be his
15 signature or a very good copy of his signature.
16 -- And the content of page 2 is not inconsistent with
17 a Zuckerberg-StreetFax relationship concerning
18 StreetFax. Page 2 says nothing about Facebook --

19 THE COURT: It's all about page 1, which
20 is an initialing --

21 MR. SNYDER: Correct. And page 2, your
22 Honor --

23 THE COURT: -- which is not a signature.

24 MR. SNYDER: It's two letters of the
25 alphabet in capital letters.

1 THE COURT: Exactly. So that's why this
2 last one, although facially, would seem to be
3 relevant to the issue of authenticity is actually
4 not, because you're conceding that page two
5 signature is Zuckerberg's.

6 MR. SNYDER: Or a very, very good copy.

7 THE COURT: Are you conceding that it is?

8 MR. SNYDER: I'm conceding that
9 Mr. Zuckerberg recognizes that to appear to be his
10 signature, or someone who copied what looks very
11 much like his signature.

12 THE COURT: But he can't say that that's
13 not the document that he didn't sign.

14 MR. SNYDER: Excuse me? It appears to be
15 consistent with page 2 -- from his recollection as
16 a freshman at Harvard, it appears to be consistent
17 with his recollection of the deal relating to
18 StreetFax and parenthetically, your Honor, there
19 are multiple places in page two where, if the real
20 deal related to Facebook, you would expect to see
21 references to Facebook, and instead the references
22 are all to StreetFax on page 2.

23 THE COURT: For example?

24 MR. SNYDER: For example, they're
25 indemnification provisions, they're copyright

1 ownership provisions, and they all the relate to --
2 they all relate to StreetFax, and if, in fact,
3 Mr. Zuckerberg --

4 THE COURT: Look, this was between two
5 laymen, one very unsophisticated college sophomore
6 or freshman was he?

7 MR. SNYDER: Freshman.

8 THE COURT: But very precocious and
9 brilliant obviously, and another person who wasn't
10 a lawyer. And the thing is obviously almost half
11 unintelligible from a lawyer's point of view --

12 MR. SNYDER: One thing -- I respectfully
13 disagree, your Honor, because one thing that is
14 intelligible --

15 THE COURT: You get my point?

16 MR. SNYDER: Yes.

17 THE COURT: It's not surprising that
18 there -- the second page has all of this arguably
19 irrelevant boilerplate that he admittedly cut and
20 pasted from who knows where and tried to be his own
21 lawyer, and we know what Abe Lincoln said about
22 being your own lawyer, and so this is what you end
23 up with.

24 MR. SNYDER: Respectfully --

25 THE COURT: I don't know that it's

1 terribly probative.

2 MR. SNYDER: Respectfully, your Honor, I
3 think it's the opposite, and it's highly probative.
4 Page 1, which is the doctored contract that this
5 plaintiff made up, is replete with references to
6 Facebook. Page 2 is not just a form document. —
7 Page 2 refers to StreetFax, so this plaintiff would
8 have had to insert StreetFax on page 2, and it
9 makes utterly no sense that this plaintiff would be
10 given a 50 percent interest in Facebook on page 1,
11 and an interest -- and contract regarding StreetFax
12 on page 1, but page 2 would only discuss StreetFax.
13 It makes no sense.

14 THE COURT: If there was a two-page
15 agreement between Zuckerberg and Ceglia at the
16 beginning, it's arguable that the second -- no, the
17 second page is equally a fabrication somehow?

18 MR. SNYDER: No, the second page --

19 THE COURT: It's all right.

20 MR. SNYDER: -- is consistent with the
21 StreetFax agreement.

22 THE COURT: So he basically doctored up
23 another document and stapled the two things
24 together and called it the contract.

25 MR. SNYDER: Which is why the world's most

1 renowned document expert at the Rochester Institute
2 of Technology, the leading center of the world for
3 document examination, just on a visual examination
4 of page 1 called it an amateurish forgery pursuant
5 to the penalties of perjury, that's what this man,
6 before he even got his hands on the original one
7 and conducted the other tests that he would like to
8 conduct.

9 THE COURT: Well, an opinion is an
10 opinion. I don't know that anybody's been
11 prosecuted for giving an inaccurate opinion. All
12 right. Thank you for that.

13 All right. What else do you want to tell me
14 before we let Mr. -- sorry to keep you on your feet
15 so long.

16 MR. SNYDER: No, your Honor, it's fine.
17 Unless the Court has any questions, I think we've
18 covered everything.

19 THE COURT: I think you've helped me on
20 mutuality. You've helped me on the protocol issue.
21 The reason I raise the protocol issue is because in
22 your letter you thought we should adjourn or
23 dispense with the 16(b) aspects of today's hearing
24 and then, of course, you point out except for the
25 issue of mutuality, but that goes to your motion,

1 in this now successful company, you would say that
2 if he concocted the emails, which he then arguably
3 didn't have to do, but if he did, the case would be
4 dismissed.

5 MR. SNYDER: The premise of the question I
6 disagree with.

7 THE COURT: Is that your point?

8 MR. SNYDER: The premise of the question I
9 disagree with, your Honor.

10 THE COURT: Okay.

11 MR. SNYDER: There is no legitimate,
12 authentic contract that Mark Zuckerberg ever signed
13 in his entire life, much less in 2003, with this
14 plaintiff concerning Facebook. There's no question
15 on this earth that he never signed a contract with
16 Paul Ceglia that had anything to do with Facebook,
17 period. If, however, when he manufactured,
18 doctored, cut and paste a bogus document to make it
19 appear as if this was a Facebook contract, and if
20 this fraud is such that it will evade scientific
21 detection at this early stage of the litigation, if
22 he did that, but then concocted bogus emails, which
23 he did --

24 THE COURT: Which were scientifically
25 detected.

1 MR. SNYDER: Correct. That's -- to use
2 Mr. Lake's phrase -- lights out. It doesn't mean
3 the contract is authentic. The contract is a fraud
4 whether we prove it scientifically or otherwise.
5 But if he concocted emails to bolster, support --

6 THE COURT: By inductive reasoning.
7 Fraudulent emails, therefore fraudulent contract.

8 MR. SNYDER: Fraudulent emails, therefore
9 case over, because he's committing a fraud on the
10 court.

11 THE COURT: That's my point.

12 MR. SNYDER: Yes, but there never was --
13 yes, but there never was -- the premise of your
14 question was, your Honor, even if Mr. Zuckerberg
15 inadvertently or improvably signed, he never did
16 sign anything with this man relating to Facebook
17 ever. And there is no question on earth about
18 that. Mr. Zuckerberg is as certain of that as he
19 is as certain of anything. However --

20 THE COURT: If your experts -- if your
21 experts determine that indeed the contract is
22 authentic and Mr. Zuckerberg, whether wisely or
23 unwisely, put his initials on that first page, you
24 would argue that if the subsequent downstream
25 emails that were created by the plaintiff for

1 THE COURT: All right. I gotcha. Thank
2 you. That's a fair answer. Thank you.

3 MR. SNYDER: So in terms of the Harvard
4 emails, your Honor expressed concern about those.

5 THE COURT: Yes, please.

6 MR. SNYDER: Those are safe and secure
7 with belt and suspenders. First, Harvard —
8 University has preserved and is preserving those;
9 second, as we set forth in our papers, our motion
10 papers, Stroz Friedberg imaged, that is took
11 electronic photographs and images of the contents
12 of the Harvard server as it relates to
13 Mr. Zuckerberg --

14 THE COURT: So they can audit any
15 further --

16 MR. SNYDER: Correct.

17 THE COURT: -- not tampering, but attempt
18 to modify --

19 MR. SNYDER: Yes.

20 THE COURT: -- in any way shape or form.

21 MR. SNYDER: Yes. And that image is the
22 image from which the 176 emails were printed.

23 THE COURT: So you're willing to give the
24 plaintiff a copy of that image?

25 MR. SNYDER: No, your Honor, because

1 that's Mark Zuckerberg's emails to his professors,
2 to his parents, and to everyone under the sun about
3 his entire life. That was his personal email
4 account that he used. What we are prepared to give
5 him in a sequenced fashion are every single email
6 to and from the plaintiff and his confederates at
7 StreetFax. Now what's interesting is --

8 THE COURT: But you don't know -- but
9 there are no -- he had access, but your papers
10 point out that there was no actual modification,
11 deletion, or tampering with the existing emails.
12 That there was a perception that three had been
13 manipulated --

14 MR. SNYDER: No, that was nonsense.

15 THE COURT: -- but it turns out not.

16 MR. SNYDER: That was nonsense, your
17 Honor. Every image of the Harvard computer --

18 THE COURT: But they don't know that,
19 because they haven't seen the evidence that
20 establishes that they were not tampered with.

21 MR. SNYDER: There's no evidence of
22 tampering. There's only speculation.

23 THE COURT: You say so because your expert
24 says so.

25 MR. SNYDER: Your Honor, they haven't made

1 any showing, no prima facie showing, no threshold
2 showings. It's rank speculation that there's any
3 so-called tampering.

4 THE COURT: I'm just pointing out as a
5 fact. I'm not making an argument for them,
6 counsel. I'm just pointing out as a fact, as
7 Mr. Lake sits there and as I sit there, we have to
8 take your expert's word for it.

9 MR. SNYDER: You have to take the sworn
10 testimony of Stroz Friedberg. Mr. Stroz --

11 THE COURT: That's all I'm pointing out.

12 MR. SNYDER: Mr. Stroz is a former FBI
13 agent. Mr. Friedberg is the former assistant
14 United States attorney, and they have sworn to this
15 Court that they took an image of the Harvard
16 server, and Mr. Zuckerberg had 176 emails to and
17 from the plaintiff.

18 THE COURT: Is there any way for him to
19 get any access to anything from the expert that
20 would give them comfort that, in fact, they didn't
21 make a mistake, and they're not being especially
22 excessively loyal to your side of the case?

23 MR. SNYDER: There's no evidence, your
24 Honor. There's no even threshold showing that
25 that's the case. There's only conjecture,

1 speculation, and innuendo as compared to sworn
2 testimony by forensic experts that it is not so.

3 THE COURT: Okay.

4 MR. SNYDER: So the Harvard emails are
5 secure, and -- and are not --

6 THE COURT: And any further accessing of
7 the emails by Mr. Zuckerberg is being monitored?

8 MR. SNYDER: Yes.

9 THE COURT: And the -- because of the
10 image, post -- if it turns out that Harvard reports
11 further accessing by Mr. Zuckerberg, the expert
12 then can go in and take another look and see what
13 changes were made.

14 MR. SNYDER: Yes, your Honor.

15 THE COURT: But then how do we get to see
16 them and know that there were changes and what
17 changes were made?

18 MR. SNYDER: Your Honor, we have the 176
19 emails printed out.

20 THE COURT: Yeah.

21 MR. SNYDER: There's no evidence that
22 there are any other emails on that server.

23 THE COURT: So it's really an exercise in
24 futility -- I mean, it just doesn't make any
25 difference.

1 THE COURT: I suppose your point is that
2 it can't -- the two concepts can't be consistent.
3 One expert can't say --

4 MR. SNYDER: It's two letters, your Honor.

5 THE COURT: -- that -- that this is --
6 well, if the paper is post '03, '04, then another
7 expert can't come along and say oh, but that's his
8 initial.

9 MR. SNYDER: Your Honor, it's two letters.

10 THE COURT: Right? Well, I'm just saying
11 hypothetically.

12 MR. SNYDER: Hypothetically this plaintiff
13 could have --

14 THE COURT: Can't -- those two things
15 can't --

16 MR. SNYDER: This plaintiff -- there are a
17 number of possibilities. For example, on the
18 authentic page 1, which we don't have before this
19 Court.

20 THE COURT: But you will.

21 MR. SNYDER: The authentic page 1 may be
22 gone forever, your Honor. The authentic --

23 THE COURT: The first one is a fraud. The
24 second -- I see your point.

25 MR. SNYDER: The real page 1 that existed

1 in the real world that related only to StreetFax.

2 THE COURT: The one that Zuckerberg had
3 but mislaid, and the one that the plaintiff
4 presumably had either purposely mislaid or --

5 MR. SNYDER: Yes, your Honor.

6 THE COURT: -- or destroyed.

7 MR. SNYDER: Right.

8 THE COURT: -- or has and refuses to
9 disclose.

10 MR. SNYDER: We don't know whether that
11 original document contained Mark Zuckerberg's
12 initials MZ. It could have. We don't know whether
13 the plaintiff forged Mark Zuckerberg's MZ. We
14 don't know whether he took Mark Zuckerberg's MZ
15 from the original page 1 and plastered on to the
16 bogus page 1 that's in front of this Court.

17 What we do know beyond any doubt in the world
18 is that page 1 as it existed in the real physical
19 world never bore the word Facebook, related to
20 Facebook, because it didn't exist at the time. It
21 wasn't even a figment of Mr. Zuckerberg's
22 imagination, and that's where Mr. Ceglia --

23 THE COURT: Tripped up.

24 MR. SNYDER: -- tripped up really badly.
25 Because there's no question about that. That --

1 that when Mark Zuckerberg was a freshman at Harvard
2 doing limited work for StreetFax and being just a
3 regular student that he wasn't even dreaming about,
4 thinking about, imagining something called
5 Facebook.

6 THE COURT: Thank you.

7 MR. SNYDER: Thank you.

8 MR. LAKE: Couple points, your Honor.

9 Listening to defendant's argument there, we might
10 as well just quit, because they're so certain that
11 this case is over, there's no point in moving
12 forward. And I have to tell you we respectfully
13 disagree. We believe that this case has merit, and
14 we intend to prove that to this Court.

15 THE COURT: Yes. Why the hesitancy over
16 access and testing of the hardware -- I'll call it
17 that -- for the electronic evidence versus the
18 document evidence?

19 MR. LAKE: A couple things. One,
20 Mr. Zuckerberg and his team are the best in the
21 world at manipulating computer data.

22 THE COURT: They're not going to be able
23 to manipulate the computer that's sitting in his
24 parents' home.

25 MR. LAKE: Sure they can.

1 THE COURT: Really?

2 MR. LAKE: Sure. They can -- they can
3 manipulate data however they want. I have no doubt
4 of that in my mind.

5 THE COURT: They can somehow creep through
6 the telephone lines into his mom's computer, get it
7 lit up, and start fooling around with the hard
8 drive?

9 MR. LAKE: Sure.

10 THE COURT: Really?

11 MR. LAKE: I believe that there's no limit
12 to what they can do to manipulate electronic data,
13 which is exactly why they are focusing completely
14 on their computers --

15 THE COURT: Even if the computer wasn't
16 connected to the Internet?

17 MR. LAKE: They can take all the
18 information off the data and trade a digital image
19 of it --

20 THE COURT: No. No. I understand the
21 science theory behind what you just said, but if
22 that computer physically isn't connected, if they
23 don't have an Internet account, say, and he's just
24 in there doing his thing on floppy discs or hard
25 drive, how do they get in there? Do they send

CERTIFICATION

I certify that the foregoing is a
correct transcription, to the best of my
ability, from the electronic sound recording
of the proceedings in this matter.

s/Michelle L. McLaughlin
Michelle L. McLaughlin, RPR
Official Reporter
U.S.D.C., W.D.N.Y.

EXHIBIT I

12 MAG 2842

Approved:

JANIS M. ECHENBERG/CHRISTOPHER D. FREY
Assistant United States Attorneys

Before: THE HONORABLE ~~HENRY B. PITTMAN~~
United States Magistrate Judge
Southern District of New York

HON. MICHAEL H. DOLINGER
United States Magistrate Judge
Southern District of New York

- - - - - x

UNITED STATES OF AMERICA :

- v. - :

PAUL CEGLIA, :

Defendant. :

SEALED COMPLAINT

Violations of 18
U.S.C. §§ 1341, 1343,
and 2

COUNTY OF OFFENSE:
NEW YORK

- - - - - x

SOUTHERN DISTRICT OF NEW YORK, ss.:

DOUGLAS VEATCH, being duly sworn, deposes and says that he is a Postal Inspector with the United States Postal Inspection Service ("USPIS"), and charges as follows:

COUNT ONE
(Mail Fraud)

1. From at least in or about June 2010 up to and including in or about October 2012, in the Southern District of New York and elsewhere, PAUL CEGLIA, the defendant, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, for the purpose of executing such scheme and artifice and attempting so to do, would and did place and caused to be placed in a post office and authorized depository for mail matter, matters and things to be sent and delivered by the Postal Service, and would and did deposit and cause to be deposited matters and things to be sent and delivered by private and commercial interstate carriers, and would and did take and receive and cause to be taken and received therefrom, such matters and things, and would and did cause to be delivered by mail and such carriers, according to the direction thereon, such matters and things, to wit, CEGLIA filed a lawsuit against Facebook, Inc. and Facebook's founder and Chief Executive Officer, Mark Zuckerberg falsely demanding a significant

ownership stake in Facebook, Inc. and caused legal pleadings and other items to be delivered by mail to Washington, D.C., among other places, from the Southern District of New York and elsewhere, including on or about April 11, 2011.

(Title 18, United States Code, Sections 1341 and 2.)

COUNT TWO
(Wire Fraud)

2. From at least in or about June 2010 up to and including in or about October 2012, in the Southern District of New York and elsewhere, PAUL CEGLIA, the defendant, willfully and knowingly, having devised and intending to devise a scheme and artifice to defraud, and for obtaining money and property by means of false and fraudulent pretenses, representations, and promises, did transmit and cause to be transmitted by means of wire communication in interstate and foreign commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme and artifice, to wit, CEGLIA filed a lawsuit against Facebook, Inc. and Facebook's founder and Chief Executive Officer, Mark Zuckerberg falsely demanding a significant ownership stake in Facebook, Inc. and CEGLIA caused others to send interstate electronic communications in connection with the lawsuit, including on or about July 14, 2011, November 1, 2011 and December 8, 2011.

(Title 18, United States Code, Sections 1343 and 2.)

The bases for my knowledge and the foregoing charges are, in part, as follows:

3. I am a Postal Inspector with the USPIS, and I have been involved in the investigation of this matter. The information contained in this affidavit is based upon my personal knowledge and my review of documents and records gathered during the course of this investigation, as well as information obtained, directly and indirectly, from other sources and law enforcement agents. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all of the facts I have learned during the course of the investigation. Where the contents of documents and the actions, statements and conversations of others are reported herein, they are reported in substance and in part, except where otherwise indicated.

BACKGROUND ON FACEBOOK

4. Based on my review of publicly available records and publications regarding Facebook, Inc. ("Facebook") and my interviews of various witnesses, among other things, I have learned the following:

a. Facebook is a social networking service and website which launched in or around February 2004. At present, Facebook represents it has over one billion active users. Users must register before using the website, after which they may create a personal profile, add other users as friends, and exchange messages, including automatic notifications when they update their profiles. Additionally, users may join common-interest user groups organized by workplace, school or college, or other characteristics, and categorize their friends into lists. Facebook, Inc. has over 3,000 employees, and offices in 15 different countries.

b. Facebook was founded by Mark Zuckerberg ("Zuckerberg"), together with his college roommates and fellow Harvard University students, Eduardo Saverin, Dustin Moskovitz and Chris Hughes. Facebook officially launched at Harvard in the afternoon on or about February 4, 2004. At that time, the website was available on the Internet at the domain name, "thefacebook.com," but its membership was limited to Harvard students and only accessible by those with a Harvard email address. Over time, the website's membership expanded to other colleges in the Boston area, the Ivy League, and Stanford University before it eventually was made available to anyone aged 13 and over.

c. Mark Zuckerberg has served as the Chief Executive Officer and a member of the board of directors of Facebook since in or about July 2004. Beginning in or about January 2012, Mark Zuckerberg also became chairman of the board of directors at Facebook.

d. On or about May 18, 2012, Facebook, Inc. held its initial public offering (the "IPO"). Zuckerberg's interest in Facebook is presently considered to be worth billions of dollars.

OVERVIEW OF THE DEFENDANT'S SCHEME TO DEFRAUD

5. Based on my review of documents, interviews with witnesses, and materials obtained pursuant to search warrant, among other things, and as set forth in greater detail below, there is probable cause to believe that PAUL CEGLIA, the

defendant, an online businessman, has engaged in a multi-billion dollar scheme to defraud Facebook and Mark Zuckerberg. CEGLIA filed a federal lawsuit falsely claiming that he was entitled to at least a 50% interest in Facebook. Specifically, as set forth below, in April 2003, Zuckerberg entered into a contract with CEGLIA in which Zuckerberg agreed to perform certain programming work for CEGLIA in exchange for a fee; that contract had nothing to do with Facebook and did not make any reference to Facebook, let alone give CEGLIA an interest in it. Years later, CEGLIA filed suit against Facebook and Zuckerberg alleging that the contract gave him a 50% interest in Facebook. To support his lawsuit, CEGLIA replaced page one of the actual contract with a new page one doctored to make it appear as though Zuckerberg agreed to provide CEGLIA with an interest in Facebook; CEGLIA manufactured evidence, including purported emails with Zuckerberg, to support his false claim to an interest in Facebook; and CEGLIA destroyed evidence that was inconsistent with his false claim. Through these and other deceitful acts, and together with the numerous material misrepresentations that CEGLIA has made under penalty of perjury, CEGLIA has deliberately engaged in a systematic effort to defraud Facebook and Zuckerberg and to corrupt the federal judicial process.

CEGLIA'S CIVIL ACTION

6. Based on my review of publicly available documents filed in Paul D. Ceglia v. Mark Elliot Zuckerberg, et al., a civil action pending in the United States District Court for the Western District of New York before the Honorable Richard J. Arcara, United States District Judge, and referred to the Honorable Leslie G. Foschio, United States Magistrate Judge (the "Civil Action"), I have learned the following, among other things:

a. On or about June 30, 2010, PAUL CEGLIA, the defendant, through counsel, filed a two-page complaint (the "Complaint") in the Supreme Court for the State of New York, Allegany County against Zuckerberg and Facebook. The Complaint alleges, in sum and substance, and among other things, that CEGLIA has an 84% interest in Facebook pursuant to a purported contract, dated April 28, 2003, between CEGLIA and Zuckerberg.

b. On or about April 11, 2011, after the case was removed to federal court, CEGLIA, through counsel, filed a 25-page amended complaint (the "Amended Complaint"), alleging, in sum and substance, that CEGLIA was entitled to a 50% interest in

Facebook.¹ On or about June 12, 2011, CEGLIA signed and filed a declaration, under penalty of perjury, in which he affirmed the truth of the allegations in the Amended Complaint (the "June 12 Declaration"). In the Amended Complaint and the June 12 Declaration, CEGLIA alleges, in sum and substance and among other things, that:

(1) In 2002 and 2003, CEGLIA, who was living and working in upstate New York at the time, was developing an online business called StreetFax.com. StreetFax.com compiled into a database photographs and other information related to traffic intersections that were intended to allow insurance adjusters to obtain information to assist them in handling claims.

(2) In connection with his development of StreetFax.com, CEGLIA occasionally hired programmers and web developers, posting advertisements for such positions online. In early 2003, Mark Zuckerberg responded to one such advertisement.

(3) During certain telephone conversations between Zuckerberg and CEGLIA in April 2003, Zuckerberg told CEGLIA that he was working on his own project involving an online, interactive yearbook, which initially would be targeted at students attending Harvard University and later would be expanded beyond the school, and whose working title was "The Face Book." Zuckerberg told CEGLIA that if CEGLIA hired him to work on the StreetFax.com project and helped fund the development of his own project, Zuckerberg would give CEGLIA a 50% interest in "The Face Book" project.

(4) CEGLIA accepted Zuckerberg's offer and agreed

¹ According to a certificate of service signed by CEGLIA's counsel, the Amended Complaint was served via electronic notification and by mail on various attorneys located in New York, New York; Buffalo, New York; and Washington, D.C. In connection with the ongoing litigation between CEGLIA, Zuckerberg and Facebook, attorneys for CEGLIA located in various states, including California and Ohio, have served various legal documents via interstate email communication. On or about July 22, 2011, counsel for CEGLIA located in San Diego, California, filed a declaration electronically, and served it by email, on counsel for Facebook located in New York, New York. On or about November 1, 2011 and December 8, 2011, counsel for CEGLIA located in Lakewood, Ohio, filed electronically a notice of motion, memorandum of law and several declarations, among other things, and served them by email on counsel for Facebook located in New York, New York.

to pay Zuckerberg \$1,000 for his work on StreetFax.com and an additional \$1,000 for work to be performed in developing "The Face Book." The two also made plans to meet at a hotel in Boston, Massachusetts on April 28, 2003 to sign a written contract.

(5) In advance of meeting with Zuckerberg, CEGLIA prepared a contract that covered both the work Zuckerberg agreed to do for StreetFax.com and the agreement concerning "The Face Book." CEGLIA drafted this contract by cutting and pasting from two different forms that were provided to him by two different people.

(6) On April 28, 2003, CEGLIA met Zuckerberg in the lobby of a hotel in Boston, Massachusetts. CEGLIA provided a contract he had prepared and titled "Work For Hire Contract" to Zuckerberg, who asked for one change on the first page of the agreement, an edit that was subsequently handwritten on the first page of the document and initialed by both Zuckerberg and CEGLIA. Zuckerberg and CEGLIA then signed the second page of the contract.

(7) CEGLIA attached, as an exhibit to the Amended Complaint, a copy of what he alleges to be the contract between himself and Zuckerberg signed on April 28, 2003 (the "Alleged Contract"). In the Alleged Contract, CEGLIA agreed to pay Zuckerberg \$1,000 "for work to be performed for Streetfax and \$1,000 for work to be performed for 'The Page Book'" -- a term CEGLIA alleges was another working title for what became Facebook. The Alleged Contract gave CEGLIA "a half interest (50%) in the software, programming language and business interests" derived from the expansion of Facebook to a larger audience. In addition, the Alleged Contract provided that "The Face Book" project would be completed by January 1, 2004, and that CEGLIA would gain an additional 1% interest in the business for each day that the website was delayed from that date.

(8) According to CEGLIA, after signing the Alleged Contract, Zuckerberg and CEGLIA began to communicate with each other concerning both the StreetFax.com project and "The Face Book" project by telephone and by email. In the Amended Complaint, CEGLIA cites a number of purported email exchanges between himself and Zuckerberg occurring from on or about July 30, 2003 through on or about July 22, 2004 (the "Purported Emails"). CEGLIA alleges that he retained copies of the Purported Emails, and that he did so by copying emails from his email account into Microsoft Word documents, which were then saved on to floppy disks. (As set forth in more detail below,

electronic evidence produced by CEGLIA in connection with the civil litigation shows that the Purported Emails were sent to and from Zuckerberg using his Harvard email address.) According to CEGLIA, he and Zuckerberg communicated with each other concerning the design and functionality of "The Face Book" website, various ways they could generate income from "The Face Book" website, various ways they could expand "The Face Book" website to a larger audience beyond Harvard University, and technical and other challenges in developing "The Face Book" website. In one such purported email, dated February 4, 2004, the day Facebook launched, CEGLIA claims to have written that he looked at the Facebook site and told Zuckerberg, "it looks great."

(9) After several months of continued communication from the end of 2003 through the early part of 2004, and following a purported additional \$1,000 investment by CEGLIA in November 2003, CEGLIA alleges that Zuckerberg intentionally attempted to sour their business relationship in order to convince CEGLIA to abandon his involvement with "The Face Book" project, which had launched successfully, unbeknownst to CEGLIA. CEGLIA alleges Zuckerberg misrepresented to CEGLIA that he was not continuing to work on further development of "The Face Book," further expanding "The Face Book" to a larger audience, or commercializing "The Face Book" for profit. CEGLIA cites emails to support these claims. For example, in a purported email dated April 6, 2004, Zuckerberg told CEGLIA that he was too busy to work on the Facebook site and was thinking of taking it down, and offered to return CEGLIA's \$2,000 investment. In another purported email dated July 22, 2004, Zuckerberg again offered to return CEGLIA's investment to "repair [their] business relationship." On or about July 29, 2004, Zuckerberg incorporated Facebook, Inc. and failed to provide CEGLIA with 50% of the capital stock of Facebook, Inc.

c. In the Amended Complaint CEGLIA makes several claims for relief, including that he is entitled to 50% of the total equity interest in Facebook, Inc. received by, and promised to Zuckerberg, including but not limited to, stock, stock options and restricted stock units.

CEGLIA FALSIFIED EVIDENCE TO SUPPORT
HIS CLAIM AGAINST ZUCKERBERG AND FACEBOOK

The Alleged Contract Is Fraudulent On Its Face

7. In connection with this investigation, I have reviewed the publicly available scan of the Alleged Contract that PAUL CEGLIA, the defendant, attached to the Amended Complaint and upon

which CEGLIA bases the Civil Action. Based on my review of this scan, I have observed the following, among other things:

a. The Alleged Contract is a two-page document. Page two of the Alleged Contract appears to contain the signatures of "Paul Ceglia" and "Mark Zuckerberg" as well as the date "April 28, 2003."

b. All references to "The Face Book" and/or "The Page Book" in the Alleged Contract appear only on page one of that document.

c. There are significant differences between the widths of the columns, margins, and the space between columns on pages one and two of the Alleged Contract. Specifically, the column widths are wider on page one than on page two, while the widths of the margins and the space between columns are narrower on page one than on page two.

d. The spacing between paragraphs on page one of the Alleged Contract appears to be different than the spacing on page two of the Alleged Contract. Specifically, the spacing between the numbered items varies between single, double, and triple spacing on page one, while the spacing between the numbered items on page two is uniformly single.

e. On page one of the Alleged Contract, there is a reference to "Street Fax LLC." Based on my review of certain records maintained by the New York Department of State, I have learned that "Street Fax, LLC" was formed on or about August 26, 2003, approximately four months after the Alleged Contract appears to have been signed by "Mark Zuckerberg" and "Paul Ceglia."

The Real Contract

8. In or about early February 2012, I executed a search warrant that had been issued in the United States District Court for the Southern District of New York at Stroz, Friedberg LLC ("Stroz") to obtain forensically-sound copies of the images made by certain Stroz employees of the computers and other electronic media that PAUL CEGLIA, the defendant, made available for examination in the Civil Action (the "CEGLIA Electronic Devices"). Thereafter, I provided the forensically-sound copies that I obtained from Stroz to an expert in computer forensics (the "Computer Forensics Expert"). Based upon conversations I have had with the Computer Forensics Expert, who has examined the Ceglia Electronic Devices, I have learned the following, among

other things:

a. When reviewing the CEGLIA Electronic Devices, specifically, one of CEGLIA's hard drives, the Computer Forensics Expert found, in a Microsoft Outlook Express sent box, two emails which appear to have been sent on March 3, 2004, approximately two minutes apart, from the email address Ceglia@adelphia.net to the email address of an attorney at a law firm.

(1) The subject of the first email is "page 1 of 2 for Streetfax contract with mark." Attached to the first email is what appears to be the first page of a contract entitled "STREET FAX," which outlines a generic contract for programming work between the purchaser, "StreetFax, Inc" and the contract/seller, who is not identified by name. Although page one of the Alleged Contract contains references "The Face Book" "The Page Book," and "StreetFax, LLC," page one of this contract contains no such references nor does it contain the word Facebook.

(2) The subject of the second email is "2 of 2 for streetfax contract." Attached to the second email is what appears to be the second page of the same contract. The contents of this document -- including what appear to be the signatures of Mark Zuckerberg and PAUL CEGLIA, the defendant, and handwritten dates -- appear to be identical to the second page of the Alleged Contract.

(3) The margins and spacing are consistent between page one and page two of the STREET FAX contract attached to the two emails.

The Emails Attached To The Amended Complaint Are Fake

9. I have received and reviewed copies of all existing emails maintained by Harvard University associated with the Harvard email address registered to Mark Zuckerberg. More specifically, I have received and reviewed copies of those emails as they existed on the Harvard University computer servers in or about February 2012, as well as on back-up tapes from on or about November 3, 2003 and in or about October 2010 (collectively, the "Harvard Emails"). Based upon my comparison of the Harvard Emails to the Purported Emails, I believe PAUL CEGLIA, the defendant, fabricated the existence of the emails cited in the Amended Complaint for the following reasons, among others:

a. None of the quoted Purported Emails appear in Zuckerberg's Harvard emails as Zuckerberg's emails existed in

February 2012. Further, none of the Purported Emails is in the back up tapes from October 2010, prior to the filing of the Amended Complaint. And none of the Purported Emails occurring before November 2003 is in the Harvard back-up tapes from November 2003.

b. In addition, there is no discussion of Facebook, "The Face Book," or "The Page Book," in any of the Harvard Emails. And contrary to the emails cited in the Amended Complaint, indicating that Zuckerberg attempted to return \$2,000 to CEGLIA to repair their business relationship, the Harvard emails reflect that Zuckerberg was asking CEGLIA for money CEGLIA owed Zuckerberg for programming work Zuckerberg did for StreetFax in or around late 2003 and 2004. As late as on or about May 7, 2004, CEGLIA wrote an email to Zuckerberg acknowledging that he still owed Zuckerberg money and offering to pay \$500 per month until Zuckerberg was paid in full.

There Is Evidence Of Manipulation And
Backdating On The CEGLIA Electronic Devices

10. Based upon further conversations I have had with the Computer Forensics Expert, I have learned the following, among other things:

a. The Computer Forensic Expert identified several inconsistencies within the file system and embedded document metadata² which were indicative of intentional, organized and methodical alteration, tampering and backdating.

b. For example, the Computer Forensic Expert found, on a floppy disk, three Microsoft Word files, entitled "work for hire SF template," "Work for Hire Contract MZ," and "Streetfaxworkforhire randy," which were last accessed on or about February 18, 2011 (approximately two months before the Amended Complaint was filed). These three files were overwritten by new files, entitled "SFWebWorkForHireMZ," and "SFWebWorkForHire randy." Notwithstanding the fact that the metadata indicates these new files were created on or after February 11, 2011, the documents reflect purported creation dates in 2003. This, combined with the other activity on the disk, is inconsistent with known file behavior and is consistent with tampering and manipulation such as altering the computer system

² Embedded metadata is additional data (such as last saved date and time, last saved by, last ten authors, etc.) stored within the file and automatically recorded by various types of applications such as Microsoft Office.

clock, also known as "backdating." The "SFWebWorkForHireMZ" file contains an unsigned contract entitled "Work For Hire," which contains the same language, but slightly alternative formatting, as the Alleged Contract.

c. On a CD-ROM, the Computer Forensic Expert found versions of a Microsoft Word document entitled "Work for Hire ContractMZ.doc." Embedded metadata indicated these files were last printed on February 15, 2011. As the last printed date is stored within the document (i.e. embedded), these files should reflect last written and last saved dates of 2011; however, instead they have purported dates of 2003, again suggesting backdating. Additionally, the file naming convention suggests a progression of the document alteration and merging process with folder and file names such as "Maybe got it," "Page 1," "merged," "pagelfeb4twotenpm.doc," "MP1," "MP1and2.doc," "Zuck Contract.doc," and finally "A:\Work for Hire ContractMZ.doc."

d. In addition, review of another floppy disk revealed Microsoft Word documents containing the Purported Emails between CEGLIA and Zuckerberg at Zuckerberg's Harvard email address. The floppy disk contains deleted files that were last accessed on or about February 18, 2011 and overwritten by files with purported creation dates of July 23, 2004. Again, this is inconsistent with known file behavior and is consistent with tampering and manipulation such as backdating.

e. Review of another CD-Rom revealed several documents with titles including the word "test." These documents show testing of document manipulation, including practicing copying and pasting text and the use of a hexeditor, which is a type of computer program that allows a user to manipulate the fundamental data that makes up computer files. Metadata on the "test" documents shows a purported creation and last written date of November 26, 2003, but there is also metadata showing this date has likely been manipulated.

The Founding of Facebook Did Not Involve CEGLIA

11. From speaking with Mark Zuckerberg, I have learned the following, among other things:

a. While a freshman at Harvard University, Zuckerberg had a contract with PAUL CEGLIA, the defendant, related to certain programming work for the StreetFax website. His business relationship with CEGLIA did not involve Facebook in any way.

b. Despite CEGLIA's claim that their contract

involved both Zuckerberg's work on StreetFax and CEGLIA's investment in Facebook, Zuckerberg had not conceived of the idea of the Facebook website as of April 28, 2003, the date of the Alleged Contract referring to The Face Book. It was only in or about September and October 2003 -- months after the Alleged Contract was purportedly signed, while in his sophomore year at Harvard University, that Zuckerberg worked on certain projects that ultimately were precursors for the Facebook website. It was only when those tools were in place that Zuckerberg began to think about the concept of the Facebook website, which was inspired by paper face books and his high school's online face book.

c. The Facebook website launched at Harvard University on or about February 4, 2004. At that time, the Facebook website was only accessible to Harvard University students, who needed to use a Harvard University email address in order to register for the website. Because he was not a Harvard student, CEGLIA would not have had access to the Facebook website at that time -- contrary to CEGLIA's claim, in the Purported Emails, to have looked at the site on that date.

d. Zuckerberg has never used the term "Page Book" in referring to the Facebook website.

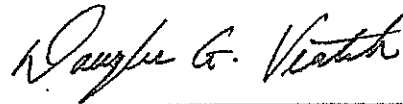
e. In communicating with CEGLIA by email, Zuckerberg used the email address provided to him by Harvard University.

f. Zuckerberg did not write or receive any of the Purported Emails that CEGLIA cites in the Amended Complaint in the Civil Action.

12. I also spoke with another founder of Facebook, who recounted the timing of the formation of Facebook consistent with Zuckerberg's statements above.

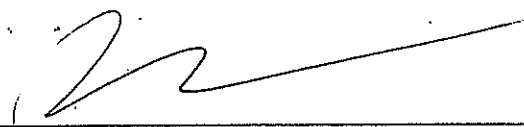
13. In addition, I spoke to an individual who assisted Zuckerberg with work for StreetFax in or around 2003 and whose email communications regarding StreetFax I found in the Harvard Emails. During his time working with Zuckerberg on the StreetFax project, Zuckerberg did not discuss Facebook with this individual.

WHEREFORE, deponent respectfully requests that a warrant issue for the arrest of PAUL CEGLIA, the defendant, and that he be arrested and imprisoned, or bailed, as the case may be.



DOUGLAS VEATCH
Postal Inspector
United States Postal
Inspection Service

Sworn to before me this
25th day of October, 2012



HONORABLE ~~HENRY S.~~ PITTMAN
UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK

HON. MICHAEL H. DOLINGER
United States Magistrate Judge
Southern District of New York

EXHIBIT J

1

E7M7CEGC

1 UNITED STATES DISTRICT COURT
1 SOUTHERN DISTRICT OF NEW YORK

2 -----x

3 UNITED STATES OF AMERICA,

4 v.

12 Cr. 876 (ALC)

5 PAUL CEGLIA,

6 Defendant.

7 -----x

8 July 22, 2014
8 2:00 p.m.

10 Before:

11 HON. ANDREW L. CARTER, JR.

11 District Judge

12 APPEARANCES

13 PREET BHARARA

14 United States Attorney for the
15 Southern District of New York

16 BY: CHRISTOPHER FREY

16 Assistant United States Attorney

17 DAVID PATTON

17 ANNALISA MIRON

18 Attorneys for Defendant

19 GIBSON DUNN

19 Attorneys for Facebook

20 BY: ALEXANDER SOUTHWELL

20 MATTHEW BENJAMIN

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21
22
23
24
25
SOUTHERN DISTRICT REPORTERS, P.C.
(212) 805-0300

E7M7CEGC

1 (Case called)

2 (In open court)

3 MR. FREY: Good afternoon, your Honor. Christopher
4 Frey for the government.

5 THE COURT: Good afternoon.

6 MR. PATTON: Good afternoon, your Honor. David
7 Patton, and at counsel table is Annalisa Miron, for Mr. Ceglia,
8 who is joining us by telephone.

9 THE COURT: Good afternoon. Good afternoon,
10 Mr. Ceglia.

11 THE DEFENDANT: Good afternoon, your Honor.

12 MR. SOUTHWELL: Good afternoon, your Honor. Just to
13 introduce myself, Alexander Southwell from Gibson Dunn on
14 behalf of Facebook and Mark Zuckerberg. My colleague Matthew
15 Benjamin is here as well.

16 THE COURT: Good afternoon.

17 I have before me two issues I need to deal with today.
18 First is the defense's request for a bill of particulars, and
19 second is the defense request for certain information to be
20 obtained through subpoena.

21 First, dealing with the bill of particulars, let me
22 just get clarification here. It doesn't seem to me that there
23 is a dispute, but maybe there is, regarding what or which
24 contract is the real contract here, but maybe there is a
25 dispute. Let me just get some information from the parties.

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1 In the production, how many contracts have been
2 produced that are dated April 28, 2003? I guess even before
3 getting there, the real contract is dated April 28, 2003, is
4 that correct?

5 MR. FREY: That's the government's contention, yes,
6 your Honor.

7 THE COURT: OK. And it seemed to me that perhaps
8 there were at least two contracts with that date. There was a
9 work for hire contract and a street -- street something
10 contract that were also dated that date. In the government's
11 response they pointed to some documents that were Bates stamped
12 39 and 40. Does that clear this issue up? Is that what the
13 government is claiming is the real contract here?

14 MR. FREY: Yes, your Honor, that's what the government
15 is claiming is the actual contract between Mark Zuckerberg and
16 Mr. Ceglia.

17 THE COURT: And that's the contract Bates stamped page
18 39 and 40?

19 MR. FREY: Yes, your Honor.

20 THE COURT: Which contract is it? Is that the street?

21 MR. FREY: The street fax contract.

22 THE COURT: All right. The street fax. Does that
23 clarify it? Seems to me that clarifies that issue.

24 MR. PATTON: It does.

25 THE COURT: So that's been clarified, so the issue of
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1 bill of particulars of that is moot.

2 The second request seems to be likely moot. Now that
3 the defense knows clearly which contract the government claims
4 is the real contract, the defense can determine what has been
5 allegedly forged or altered.

6 So, number one we have dealt with. Number two has
7 been dealt with.

8 MR. PATTON: Your Honor, if I could. I think number
9 two has been dealt with, but -- and the government can correct
10 me if I'm wrong -- I think they have essentially responded as
11 we expected, which is they're saying that page 2 of the
12 contract that Mr. Ceglia is alleged to have sued upon was a
13 copy of what the government alleges was the real contract, and
14 it was page 1 that was doctored in some way and attached to it.

15 That doesn't necessarily follow from the government
16 saying that what they've identified as what they claim to be
17 the real contract is the real contract. I am sorry if this is
18 sounding a bit twisted.

19 Number two is not resolved purely by the government's
20 response to number one. I think they have responded in other
21 places that do resolve it, and that they are essentially saying
22 we're saying that Ceglia doctored page 1 and attached it to
23 what we claim was the real page 2.

24 THE COURT: OK. Does the government have anything to
25 add to this?

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1 MR. FREY: I don't have anything to add, your Honor.

2 THE COURT: OK. So number two has been dealt with,

3 it's moot.

4 Number three: Identify the e-mails involving Ceglia
5 and/or Zuckerberg that the government claims are inauthentic.
6 I am going to deny that request.

7 Number four: Whereas the government states in the
8 indictment that Ceglia also destroyed evidence that was
9 inconsistent with his theory in the civil suit, identify the
10 evidence the government alleges that Ceglia destroyed.

11 I am inclined to deny that request as well, but let me
12 just got a sense, is the government in a position to do that?
13 Does the government have that information currently?

14 MR. FREY: To the extent we have it, your Honor, it's
15 been provided to the defense. It consists largely of our
16 forensic expert and the report that was generated and produced
17 to defense counsel with respect to alterations or deletions of
18 material.

19 THE COURT: Defense counsel?

20 MR. PATTON: And that's fine. If the government's
21 response is: What we know of at this point is what is
22 contained in the government's computer forensic expert
23 report -- which is the Curtis Rose report -- then that's fine
24 and that answers it. But I do think we would be entitled to
25 know if at this point they are alleging that some other

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1 THE COURT: Anything else from the defense?
2 MR. PATTON: No, your Honor. Thank you.
3 THE COURT: Anything else from Facebook?
4 MR. SOUTHWELL: No, thank you.
5 THE COURT: Thank you.
6 Mr. Ceglia, did you hear everything that happened
7 here?
8 THE DEFENDANT: I did, your Honor. Thank you.
9 THE COURT: OK, have a good day.
10 (Adjourned to September 5, 2014 at 12:30 p.m.)
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EXHIBIT K



Forensic Laboratory Examination Report
Forensic Laboratory Services
22433 Randolph Drive
Dulles, VA 20104-1000

September 27, 2013

Case No. 1910925-MF - Lab File No. 9-109-009384(1)
Type of Examination: Questioned Documents
Request Date(s): 07-30-2013

C. P. Cizin
Postal Inspector
P. O. Box 191
New York, NY 10008-0191

EXAMINATIONS:

Determine the printing process(es) utilized to produce the machine printed entries on Exhibits Q-1-1 ("WORK FOR HIRE" CONTRACT, Page One, Barcode IS0000739359) and Q-1-2 (Page Two of "WORK FOR HIRE" CONTRACT, Barcode IS0000739359).

Determine whether indented impressions are discernible on Exhibits Q-1-1 and Q-1-2.

Determine whether the paper in Exhibit Q-1-1 and Exhibit Q-1-2 can be associated.

Determine whether Exhibits Q-1-1 and Q-1-2 were altered.

FINDINGS:

Based on visual and instrumental examinations, it was determined the machine printing on Exhibits Q-1-1 and Q-1-2 was produced using toner technology (e.g., photocopier, laser printer).

Based on visual and instrumental examinations, it was determined no indented impressions were observed on Exhibits Q-1-1 and Q-1-2.

Based on the examination and inter-comparison of the paper in Exhibits Q-1-1 and Q-1-2, no associations were effected due to the absence of any identifying characteristics (e.g., watermarks and/or encoding information).

Based on visual, instrumental and inter-comparison examinations of Exhibits Q-1-1 and Q-1-2, the following was determined:

- The design of the font on page one (Q-1-1) of the contract is not the same design as the font on page two (Q-1-2);
- Arrangement differences were observed between the margins, spacing and column widths of Exhibits Q-1-1 and Q-1-2;
- The face of the paper in Exhibit Q-1-2 reacts differently than the face of the paper in Exhibit Q-1-1 when exposed to ultraviolet light;

Case No. 1910925-MF - Lab File No. 9-109-009384(1)

Page 2

- Tonal differences are present between the front and back of each page of Exhibits Q-1-1 and Q-1-2;
- Typographical errors were observed on Exhibits Q-1-1 and Q-1-2.

Due to the noted discrepancies, there are indications these pages may have come from multiple sources.

No other associations or examinations were possible with Exhibits Q-1-1 and Q-1-2 due to the condition of the documents.

REMARKS:

If testimony is required the undersigned should be notified at least three weeks prior to the scheduled trial or hearing date.

EXHIBITS:

Exhibits Q-1-1 and Q-1-2 received in this laboratory on July 30, 2013 are being returned with this report via hand carry.



John W. Cawley, III
Forensic Document Examiner, Sr.
Telephone: 703-406-7121
Fax: 703-406-7115

This is an official FLS examination report only if it contains an original signature of the forensic analyst.

AN ASCLD/LAB ACCREDITED LABORATORY SINCE JANUARY 28, 2010

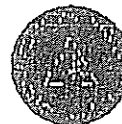


EXHIBIT L

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

PAUL D. CEGLIA,

Civil Action No.: 1:13-cv-00256-RJA

Plaintiff,

vs.

ERIC HIMPTON HOLDER, JR.,
as Attorney General of the United States,
PREETINDER S. BHARARA,
as US Attorney for the Southern District
of New York, **JANIS M. ECHENBERG**
and **CHRISTOPHER D. FRYE,**
in their capacity as representatives of the U.S.
Attorney's Office for the Southern District of New
York,

Defendants.

DECLARATION OF KATHERINE M. KOPPENHAVER, CDE

I, Katherine M. Koppenhaver, do hereby declare, under the pains and penalties of perjury of the United States, as follows:

1. I am a board certified forensic document examiner and have been qualified as an expert and given expert testimony in the field of forensic document examination on many occasions. A true and complete copy of my curriculum vitae is attached as Exhibit A. I have personal knowledge of the facts stated herein.

2. On December 17, 2013, I examined a "Work for Hire Contract" document that appears to bear the signatures of Paul Ceglia and Mark Zuckerberg at the United States Attorney's Office in New York City. At the request of Mr. Ceglia's counsel, I examined and

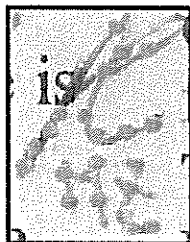
compared the two pages of the document to determine if it is an intact document and whether it was altered or page substitutions have been made.

3. I was also asked to examine Page 2 of the Work for Hire document to determine if indentations appear on that page and, if so, if they resulted from handwriting which appears on Page 1.

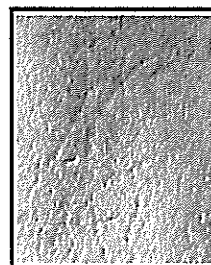
4. William Koppenhaver photographed the Work for Hire Contract including by the use of side lighting and ultra-violet lighting. His photographic images are those in this declaration as well as those of the Work for Hire Contract which are annexed as Exhibit B.

5. With respect to whether indentations appear on Page 2 of the Work for Hire Contract, I was able to observe the existence of indentations on Page 2 with the naked eye, without side-lighting or magnification. It was determined that the handwritten words on Page 1 and the indentations on Page 2 were correctly aligned. Based on my observations using side-lighting, the indentations can be read as "Providing web designer is finished by May 24, 2003," which matches the handwriting on Page 1. See Exhibit B attached. The initials "PC" and "MZ", also written on Page 1, were also identifiable as correctly aligned indentations on Page 2.

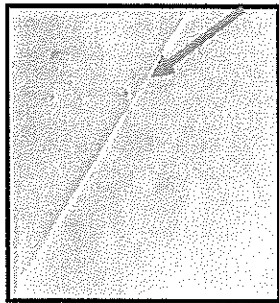
**First
Page**



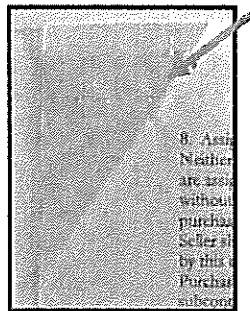
**Second
Page**



6. Photographs were taken of the staple holes in the Work for Hire Contract. There was one set of staple holes for each page and they aligned indicating that the document had been stapled only once and the staple had been removed. This evidence supports the conclusion that another first page was never stapled to Page 2 and that Page 1 is the only first page that was attached to Page 2 and, therefore, Page 1 was not substituted for another page.



Staple Holes on Page 1



Staple Holes on Page 2

7. Based upon the comparisons made between Page 1 and Page 2 of the Work for Hire Contract, it is my opinion to a reasonable degree of scientific certainty that the Work for Hire Contract is an unaltered document which does not contain substitutions.

8. ASTM International's Designation E 1658-08 – Standard Terminology for Expressing Conclusions of Forensic Document Examiners is the recognized standard for the terminology used by forensic document examiners to express their conclusions. A copy of the ASTM standard is annexed hereto as Exhibit C. (That standard has also been adopted verbatim by The Scientific Working Group for Forensic Document Examination (see <http://www.swgdoc.org/>)).

9. With regard to my opinion that the Work for Hire Contract is an unaltered document which does not contain substitutions, that opinion is stated with the highest degree of

confidence, at the “identification” level, meaning a definite conclusion of identity.

10. I have seen the Postal Service’s Forensic Document Examiner’s report of September 27, 2013, and although he, too, examined original documents, his opinion is rendered at the “indications” level which, as the ASTM discussion notes state, is “a very weak opinion,” not rising even to the level of “probable.”

I swear that the foregoing is true and correct under the pains of perjury of the United States.

Dated: December 31 , 2013


Katherine M. Koppenhaver, CDE

EXHIBIT A

Katherine Mainolfi Koppenhaver
P.O Box 324, Joppa, Md 21085

CURRICULUM VITAE

Board Certified Document Examiner
(410) 679-8257



FOUNDER & CEO of The Scientific Association of Forensic Examiners (SAFE) in 2012.

CERTIFICATION: Certified by the National Association of Document Examiners

(NADE) 1986 - 2012 and SAFE beginning in 2013 Awarded Diplomate Status by NADE in 1996-2012.

BOARD CERTIFIED: Board Certified by the Board of Forensic Document Examiners (BFDE) 2004

PROFICIENCY TESTING: 2001 - 2008 with FEPL with a high degree of accuracy examining over 1900 samples.

COURT-QUALIFICATIONS : Testified in court and deposition over 470 times since 1983 in:

U. S. District Court for Maryland	Circuit, District, Orphans Court of Baltimore County
U. S. District Court of Virginia	Circuit, District, Orphans Court of Baltimore City
United States Court of Federal Claims, Wash., DC	Circuit, District, Orphans Court of Carroll County
Tribunal of Gothenberg, Sweden	Circuit Court for Calvert County
Regional Trial Court of Makati City, Manila	Circuit & Orphans Court of Cecil County
Superior Court of the District of Columbia	Orphan's Court of Charles County
Superior Court of Sussex County, Georgetown, DE	Orphans Court of Garrett County
Chancery Court of Delaware, Wilmington, DE	Circuit, District, Orphans Court of Howard County
Arbitration Hearing in Rehoboth, Delaware	District Court of Kent County
Civil District Court for Parish of New Orleans, LA	Circuit & District Court of Montgomery County
Superior Court of Madison County, New York	Circuit, District, Orphans Court of Prince George Co.
Superior Court of Westchester County, New York	District Court of Queen Anne's County
District Court of Suffolk Co., New York	Circuit Court of Somerset County
Probate Court of Clark County, Las Vegas, Nevada	Circuit Court of Washington County
Middlesex County & Monmouth County, New Jersey	Circuit Court of Wicomico County
Adams County Probate Court, Gettysburg, PA	Circuit, District & Orphan's Court of Worcester County
Columbia County Court of Common Pleas, PA	District Court of Worcester County
Circuit Court of Alexandria, Virginia	Alcohol Beverage Control Board, Washington DC
Circuit Court of Arlington County, Virginia	American Arbitration Association
Circuit Court of Fairfax County, Virginia	American Labor Arbitration Board
Circuit Court of Fauquier County, Warrenton, VA	Board of Law Examiners for Maryland
District Court of Manassas, Manassas, Virginia	Inquiry Panels for Attorney Grievance Commission
Circuit Court of Norfolk, Virginia	Maryland Vehicle Administrative Hearings
Kanawha County Family Court, Charleston, WVA	NASD Arbitration & Securities Arbitration Board
Dallas County, Dallas, Texas	Unemployment Hearings, Baltimore City & County
General Court Martial, First Judicial Court, APG	Depositions: Bexar County, San Antonio, Texas,
Orphans Court of Allegany County	Corpus Christi, Texas and Houston, Texas,
Circuit, District, Orphans Court of Anne Arundel Co.	San Francisco, California, and Woodbury, NJ

SPECIALIZED TRAINING - 69 Seminars and Workshops attended.

- Attended Seminars sponsored by NADE on questioned documents annually from 1982 to 2011.
- *Handwriting Identification* by Judith Housley, CDE & Jeanette Farmer, July 24 & 25, 1989, Wash, DC.
- *Ink and Paper Analysis* by Albert H. Lyter III of Federal Forensic Associates, Philadelphia, Pennsylvania.
- *Document Examination Seminar* by Marcel Matley and Ted Widmer, 1992, San Francisco, California.
- National Handwriting Seminar, American Board of Forensic Examiners, Aug. 5-9, 1993, Branson, MO.
- National Academy of the American Board of Forensic Examiners, Aug. 4-7th, 1994, Branson, MO.
- American Board of Forensic Examiners, Expert Witnessing, 7 credit hours, Feb. 22, 1995, Honolulu, HI.
- AFDE & International Graphonomics Society Symposium, August 7-11, 1995, London, Ontario Canada.
- Court Testimony Professional Development Seminar for Document Examiners by Larry Ziegler, 10/2/96.
- Forgery Investigators Association of Texas Seminar, April 18, 1997, Georgetown, Texas.
- Holistic Analysis: Physiological & Psychological Foundations, Forensic Applications, Marcel Matley, 8/8/99.
- American Academy of Forensic Science, QD General Sessions (1993, 1995, 1996, 1997, 2004)
- Mid-Atlantic Association of Forensic Scientists, Questioned Document Sessions (1993 thru 1998)
- The National Forensic Center Conferences (NFC) (1991, 1992, 1995 thru 1997)
- Economic Crime Summit, May 9-12, 1999 in Orlando, FL & May 7-10, 2000 in Austin, Texas
- IAQDE Annual Seminar, Sept. 28th, 1995, Kansas City, Kansas; Sept. 24-28, 2002. Sarasota, FL
- AFDE & IGS Symposium, Sept. 9-11, 1994, Las Vegas, NV Oct 26-29, 2005 San Antonio, TX, Nov 2-5, 2003, Phoenix Arizona & Oct 20-23, 2004, Rochester, New York
- SEAK, June 17-18, 2005 Cape Cod
- Measurement Science and Standards in Forensic Handwriting Analysis Conf., June 4-5, Gaithersburg, MD 2013

Last updated: September 10, 2013

Curriculum Vitae of Katherine Mainolfi Koppenhaver, CDE

2

FORMAL EDUCATION

- Harford Community College with Associate of Applied Science in Criminal Justice with highest honors.
- Questioned Document Course at Northern Virginia Community College. & George Washington University taught by Larry Ziegler, Sr. FDE with FBI.

BOOKS PUBLISHED

- *Evaluating Evidence*, 1990
- *The Business of Document Examination*, 1991, Revised 1997
- *How To Be A Credible Witness or Taking the Fear Out of Testifying*, 1992
- *A Selection of International Penmanship Systems*, 1993
- *Demonstrative Evidence*, 1996
- *Scientific Document Examination Manual*, 1997
- *Attorney's Guide to Document Examination*, Quorum Books, Greenwood Publishers, 2002
- *Forensic Document Examination, Principles and Practices*, Humana Press, 2007.
- *A Systematic Examination of Handwriting*, 2008.

DOCUMENT EXAMINATION INTERACTIVE TRAINING PROGRAM

- Commissioned to write the Forensic Document Examination Interactive Training Program for the National Questioned Document Examiners Association in Texas. Completed and copyrighted in 1994.
- Course revised in 2004.
- Teach a weekly class on all aspects of document examination using a virtual classroom since 2008.

MEMBERSHIPS and AWARDS

- National Association of Document Examiners from 1982 to 2012, Document Examiner of the Year in 1991. President of NADE 1990 -1994. Re-elected President 2000 - 2005.
- Expert Witness Institute, London, England (EWI) since 2001.
- Scientific Association of Forensic Examiners since 2012 – Founder and CEO
- Maryland Investigators and Security Association (MISA).
- ASTM Main Committee 30 – Sub Committee 02 Questioned Document Section 2004 - 2012.
- Volunteer of the Year Award 2001 by the Maryland Volunteer Lawyers Service.

SEMINARS PRESENTED – 79 with at least 26 being one full day.

- American Institute of Banking: *Signature Verification and Forgery Alert*.
- American Handwriting Association: *Business of Document Examination*, CA, CO, AZ.
- *Document Examination Workshop*, Los Angeles, CA,
- National Academy of the ABFE: Branson, MO, 1993; 1994; 1995.
- General Public: *Reducing Losses from Forged and Fraudulent Checks*, Dallas, TX, 1995.
- Law Enforcement Officers: *Check Identification and Classification*, Dallas TX, Houston TX, OK
- National Forensic Center FC: San Diego, CA, Palm Springs, CA, Tampa, FL
- ASIS: *Desktop Forgery through Scanning*, Orlando, FL; Baltimore, MD 2000
- IAQDE: *The Handwriting of the Blind, A Case Study*, Sarasota, FL,
- Document Examiners: *Presenting A Professional Image*, Santa Monica, CA
- The School of Forensic Document Examination, Dallas, TX, 2004, 2005
- Forensic Document Examiners, Inc: *Presenting a Professional Image*, Baltimore, MD .2007.
- Forensic Document Examiners, Inc, Seminar and Workshop, Baltimore, MD. 2008
- Forensic Document Examiners, Inc, Interactive Seminar and Workshop, Edgewood, MD. 2009
- Maryland Association of the Judges of the Orphans' Court Spring Conference 2010, Annapolis, MD
- Forensic Document Examiners, Inc, Interactive Seminar and Workshop, Edgewood, MD. 2010, 2011, 2012.

FOR THE NATIONAL QUESTIONED DOCUMENT EXAMINERS ASSOCIATION

- Dallas, Texas Nov. 15, 1992.
- Kansas City, MO, June 11 & 12, 1994.
- Shawnee Mission, KS, November 7 & 8, 1996.
- Dallas, TX, January 11, 1996 & January 9, 1997.
- Dallas, Texas, March 17 & 18, 2001
- Atlanta, Georgia on Sept. 18 & 19, 1993.
- Dallas, Texas, June 10-11, 1995.
- Dallas, Texas, March 1 & 2, 1997.
- Dallas, Texas, March 18 & 19, 2000

TOPICS INCLUDE: *Check Points, Principles of Document Examination, Multiple Personalities and Other Identity Problems, Identifying Handprinting, The Telltale Dot and Trash Marks, and Semantics*

Last updated: September 10, 2013

Curriculum Vitae of Katherine Mainolfi Koppenhaver, CDE

3

PAPERS PRESENTED

- *Disguised Writing in Anonymous Writing Cases*, International Graphonomics Society, London, Ontario, Canada, August 10, 1995.

LECTURES PRESENTED AT NADE CONFERENCES

- *Case of A Promissory Note*, 1987.
- *Evaluating Evidence*, 1990
- *Red Flags*, 1994.
- *PreConference Workshop*, 1997.
- *Workshop on Qualifying as an Expert*, 1998
- *Development of Children's Handwriting*, 2000
- *Bond Salon Training in Cross-Examination*, 2001
- *How not to Testify*, 2004
- *A Systematic Examination of Handwriting 2006*
- *Distinguishing Between Court & Deposition Testimony* 2009
- *Evidence*, 1989.
- *Impeaching the Expert Witness*, 1992
- *Our Profession and It's Problems*, 1995
- *Hired to Criticize, An Ethical Problem*, 1997
- *Demonstrative Evidence*, 1999
- *Professional Panic*, 2002
- *Distinguishing Between Disguise & Simulation*, 2003
- *Handling Criticism* 2005
- *A Systematic Examination of Handwriting* 2008
- Pre-Conference Personal Training 2009, 2010, 2011

ARTICLES PUBLISHED IN THE NADE JOURNAL - 35 articles published:

- *Do's and Don't's for Accuracy in Suspect Document Cases*, August 1983, also in *The Daily Record* on March 2, 1983.
- *Qualifying as an Expert in Court*, Nov. 1987.
- *Handling Cross Examination*, May 1988.
- *Evidence*, November 1989.
- *Preparing Court Exhibits*, February 1990.
- *Identifying Class Characteristics vs Individual Characteristics*, February 1990.
- *Disguised Writing*, May 90.
- *Letter of Opinion*, May 90.
- *Working with Lawyers & Their Clients*, Aug. 90.
- *Evaluating Evidence - A Systematic Examination of Handwriting Characteristics in Suspect Document Cases*, November 1990.
- *How To Be A Credible Witness*, February 1991.
- *Interpreting the Writing Movement for Identification Purposes*, May, 1991.
- *Reducing Losses from Forged and Fraudulent Checks*, August, 1991.
- *Desktop Forgery*, August, 1991.
- *The Karlene Ann Griffith Case*, November 1991.
- *The Techniques of Cross-Examination*, May 1992.
- *The Elements of Fraud*, August 1992.
- *Handwriting Systems of the World*, Nov. 1992.
- *Impeaching the Expert*, November 1992.
- *Fundamental Truths About Handwriting*, April '93
- *Equipping Your Document Laboratory*, Nov 1993.
- *The Jack the Ripper Diary*, February 1994.
- *Principles of Handwriting Identification*, July 94.
- *Handprinting*, July 1994.
- *The Tell Tale Dots*, December, 1994.
- *Detecting Erasures in Pen and Pencil Writing*, Spring, 1995.
- *Deposition Testimony*, Spring 1996.
- *Principles of Identification*, December 1996
- *The Care & Preservation of Documents*, 1997
- *Descriptive Terminology*, Spring 1998
- *Why Document Examiners Disagree*, Winter 1998
- *Examination of a Passport*, Summer 1999
- *Demonstrative Evidence*, Spring 2000
- *Enough Exemplars*, Fall 2000
- *The Road to Graphic Maturity*, Summer 2001
- *Distinguishing Between Disguise & Simulation*, 2003

OTHER PUBLICATIONS

- Editor of the *Communique*, quarterly newsletter for NADE from 1990 -2009 (approximately 95 issues published)
- Currently publishing a newsletter for SAFE – to date I have published 4 issues published.
- Was Co-Editor of *The NADE Journal* published 3-4 times a year through 1998.
- *Collecting Documents in Questioned Document Cases*, The MISA Messenger, Vol. 5, No. 7, July 1997
- *The Care and Preservation of Documents*, The MISA Messenger, Vol. 5, No. 8, August, 1997
- *From Graphology to Document Examination*, The Vanguard, January-March 2000.
- *The Document Examiner*, The Vanguard, July-September, 2000.
- *Qualifying As An Expert In Court*, The Vanguard, April - June 2001.
- *Presenting Testimony in Court*, The Vanguard, July - September 2001.
- *How To Help Consumers & Businesses Deter Document Forgery*, White Collar Crime Fighter, 7/00.
- *Outsmarting Today's High Tech Forgers and Counterfeiters*, White Collar Crime Fighter, 6/04
- *New High-Tech Tools for Busting Forgers and Counterfeiters*, White Collar Crime Fighter, 10/04.

ARTICLES PUBLISHED IN THE DAILY RECORD

- *Executive Order Provides Reforms To Improve Efficiency in Federal Court* on February 11, 1992.
- *Impeaching Experts on the Stand* on March 16, 1992.
- *Attorneys Should Ask Themselves Questions When Choosing Expert* on Sept. 5, 1992.
- *Careful Research Necessary Before Engaging in Cross-Examination* on Oct. 20, 1992.

Last updated: September 10, 2013

beyond that point.

agreed upon project due date for the StreetFax software is
on completion for the expanded project with working title