

EXHIBIT 7

**UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT**

No. 08-16745

**THE FACEBOOK, INC., *et al.*,
Plaintiffs—Appellees,**

v.

**CONNECTU, INC., *et al.*,
Defendants—Appellants.**

**CAMERON WINKLEVOSS, TYLER WINKLEVOSS AND DIVYA
NARENDRA'S INITIAL NOTICE AND STATEMENT OF THE
ISSUES PURSUANT TO LOCAL RULE 10-3**

**ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA,
CIV. NO. 07-1389 (WARE, J.)**

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**Attorneys for Defendants and
Appellants Cameron
Winklevoss, Tyler Winklevoss
and Divya Narendra**

Pursuant to Ninth Circuit Rule 10-3, defendants-appellants Cameron Winklevoss, Tyler Winklevoss and Divya Narendra represent that that they intend to file a transcript order form requesting the entire transcript for the proceeding taking place on August 6, 2008 (Case No. 5:07-cv-01389-JW (N.D. Cal.)) in addition to those transcripts ordered by defendant-appellant ConnectU, Inc.

Pursuant to Ninth Circuit Rule 10-3, defendants-appellants Cameron Winklevoss, Tyler Winklevoss and Divya Narendra submit the following statement of appellate issues for use by plaintiffs-appellees The Facebook, Inc. and Mark Zuckerberg (collectively, "Facebook") in determining additional transcripts to obtain for appeal. Defendants-appellants Cameron Winklevoss, Tyler Winklevoss and Divya Narendra reserve all rights, including but not limited to those under Ninth Circuit Rule 10-3.1(d)-(f).

Cameron Winklevoss, Tyler Winklevoss and Divya Narendra anticipate that the issues presented on appeal will include all issues addressed in the parties' briefs and in the district court's orders relating to the final Judgment Enforcing Settlement Agreement (Docket No. 476) entered in the underlying action on July, 2, 2008,), the August 8, 2008 Order Denying the ConnectU Founders' Motion to Intervene and Denying ConnectU's Motion to Stay Execution of Judgment (Docket No. 610), and

all issues addressed in all related orders including but not limited to the June 25, 2008, Order Granting Plaintiffs' Confidential Motion to Enforce the Settlement Agreement (Docket No. 461), and the June 10, 2008, Order Granting in Part Denying in Part Motions Posted as Docket Item Nos. 366, 374, and 393 (Docket No. 428) including but not limited to the following issues:

1. Whether the district court properly enforced the handwritten Term Sheet & Settlement Agreement ("Term Sheet"), even though, among other things, it omits material terms necessary to make a binding contract; it is ambiguous as to whether it calls for a merger or stock purchase; Facebook's counsel swore that various merger-related documents were required to finalize the parties' alleged agreement; and Facebook's counsel admitted that the Term Sheet was only a tentative settlement.

2. Whether the district court properly enforced the Term Sheet, even though, among other things, it was procured through Facebook's fraud; it is voidable under federal securities law and common law fraud principles; federal law provides that federal securities law violations cannot be waived; and state law provides that fraud in the inducement claims cannot be waived.

3. Whether the district court erred in holding that alleged release language in the Term Sheet barred a claim alleging that the Term Sheet was

procured by fraud in the inducement.

4. Whether the district court erred in holding that a corporation trading its own shares in a transaction by which it acquired all the stock of another corporation and settled litigation claims was not “inside trader” and therefore not bound by laws applicable to insider trading.

5. Whether the district court properly denied discovery and an evidentiary hearing in deciding plaintiffs’ motion to enforce the Term Sheet where there were disputed issues of fact as to the interpretation of the Term Sheet and whether it was procured by plaintiffs’ fraud.

6. Whether the district court properly entered judgment against three of the ConnectU shareholders who were never served or formally joined as parties in the action pending in the district court.

7. Whether the district court erred in refusing to consider evidence of fraud that occurred in the course of mediation.

8. Whether the district court erred in creating a settlement or mediation exception to Federal Statutes barring securities fraud and to other common law and statutory prohibitions of fraud.

9. Whether the remedy ordered in the district court's July 2, 2008, Judgment is appropriate

10. Whether the district court erred in denying the ConnectU Founders' motion to intervene.

Date: August 20, 2008

Respectfully Submitted,



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