

# **EXHIBIT XX**

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6 Attorneys for Plaintiff  
7 THEFACEBOOK, INC.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SANTA CLARA  
10

11 THEFACEBOOK, INC.,

12 Plaintiff,

13 v.

14 CONNECTU LLC, CAMERON  
15 WINKLEVOSS, TYLER WINKLEVOSS,  
HOWARD WINKLEVOSS, DIVYA  
16 NARENDRA, AND DOES 1-25,

17 Defendants.

CASE NO. 1:05-CV-047381

**THEFACEBOOK, INC.'S FIRST SET  
OF SPECIAL INTERROGATORIES  
TO DEFENDANT DIVYA  
NARENDRA**

18  
19 **PROPOUNDING PARTY:** THEFACEBOOK, INC.

20 **RESPONDING PARTY:** DIVYA NARENDRA

21 **SET NO.:** ONE (NOS. 1-23)  
22

23 YOU ARE HEREBY REQUESTED, pursuant to California Code of Civil Procedure  
24 section 2030, to answer the following interrogatories separately and fully, in writing, and under  
25 penalty of perjury, within thirty (30) days after service.

26 **DEFINITIONS**

27 A. "ANY" shall be understood to include and encompass "ALL." As used herein, the  
28

1 singular shall always include the plural and the present tense shall also include the past tense.  
2 The words "AND" as well as "OR" shall be construed disjunctively or conjunctively as necessary  
3 to bring within the scope of this request all documents or things that might otherwise be construed  
4 to be outside its scope.

5 B. The terms "PERSON" and "PERSONS" mean both natural persons and legal  
6 entities, including without limitation, corporations, companies, firms, partnerships, joint ventures,  
7 proprietorships, associations, and governmental bodies or agencies. Unless noted otherwise,  
8 references to any person, entity or party herein include its, his, or her agents, attorneys,  
9 employees, employers, officers, directors, or others acting on or purporting to act on behalf of  
10 said person, entity, or party.

11 C. "EVIDENCE" or any variant thereof, including but not limited to  
12 "EVIDENCING," when used in connection with any document, shall be understood to apply if  
13 the document directly or indirectly mentions, discusses, constitutes, concerns, supports  
14 contradicts, relates to, refers to, or in any other way deals with the subject matter described in the  
15 request in which the term appears.

16 D. "REFER TO" or "RELATE TO" as used herein mean pertaining to, relevant to,  
17 material to, evidencing, affecting, comprising, discussing, dealing with, considering or otherwise  
18 concerning in any manner whatsoever the subject matter of the inquiry.

19 E. As used herein, the term "DOCUMENT" means the original and each non-  
20 identical copy of any written, printed, typed, recorded, computerized, electronic, taped, graphic,  
21 or other matter, in whatever form, whether in final or draft, including but not limited to all  
22 materials that constitute "writings" or "recordings" or "photographs" within the broadest meaning  
23 of the term "Writing" as defined in California Code of Evidence sections 250, 255, and 260 and  
24 all materials that constitute "documents" within the broadest meaning of California Code of Civil  
25 Procedure section 2031. DOCUMENT includes without limitation, printed matter, electronic  
26 mail, materials stored on computer hard drives, diskettes, tapes, any other computer media,  
27 recorded voice mail messages and any other information stored magnetically, optically or  
28 electronically.

1 F. "COMMUNICATION" as used herein means any contact, oral or documentary,  
2 formal or informal, at any place or under any circumstances whatsoever whereby information of  
3 any nature is transmitted or transferred, including without limitation, any note, memorandum or  
4 other record thereof, or a single person seeing or hearing any information by any means.

5 G. "CONNECTU" means defendant ConnectU LLC and its directors, officers,  
6 parents, subsidiaries, predecessors, successors, assigns, agents, servants, employees, investigators,  
7 attorneys, AND ALL other persons and entities representing it acting on its behalf, OR purporting  
8 to act on its behalf, including without limitation, Howard Winklevoss, Cameron Winklevoss,  
9 Tyler Winklevoss, AND Divya Narendra. It is acknowledged that the issue of whether  
10 HARVARDCONNECTION is a predecessor in interest to CONNECTU may be disputed. To the  
11 extent that an interrogatory requests information on "CONNECTU," YOU must respond with  
12 specific information relating to CONNECT U first and ALL PERSONS listed above other than  
13 HARVARDCONNECTION. To the extent that YOU contend that any requested information  
14 RELATES TO HARVARDCONNECTION directly (e.g., a contention that a trade secret  
15 belonged to HARVARDCONNECTION) YOU must separately detail YOUR response vis-à-vis  
16 HARVARDCONNECTION.

17 H. "HARVARDCONNECTION" means a project to develop a website for Harvard  
18 University Students AND alumni which made use of the term "HARVARDCONNECTION,"  
19 AND ANY individual, group, OR association conducting OR proposing work to develop such  
20 website.

21 I. "FACEBOOK" means, without limitation, Facebook, Inc. (formerly TheFacebook,  
22 Inc.), its past and present parents, subsidiaries, affiliates, predecessors, divisions, officers,  
23 directors, trustees, employees, staff members, agents, counsel, representatives, consultants, AND  
24 ALL PERSONS acting or purporting to act on its behalf.

25 J. "WINKLEVOSS COMPANIES" means, without limitation, Winklevoss  
26 Technologies, LLC; Winklevoss Consultants, Inc., The Winklevoss Group; AND Winklevoss,  
27 LLC, their past AND present parents, subsidiaries, affiliates, predecessors, divisions, officers,  
28 directors, trustees, employees, staff members, agents, counsel, representatives, consultants, AND

1 ALL PERSONS acting OR purporting to act on their behalf.

2 K. "USERS" means, without limitation, PERSONS registered to use the services  
3 provided by CONNECTU, including without limitation, those provided at the connectu.com  
4 website.

5 L. "PACIFIC NORTHWEST SOFTWARE" means, without limitation, Pacific  
6 Northwest Software Inc., its past and present parents, subsidiaries, affiliates, predecessors,  
7 divisions, officers, directors, trustees, employees, staff members, agents, counsel, representatives,  
8 consultants, AND ALL PERSONS acting or purporting to act on its behalf, including without  
9 limitation, Winston Williams.

10 M. "YOU" and "YOUR" means, without limitation, Divya Narendra, his agents,  
11 counsel, partners, employees, representatives, any business entities owned by AND/OR  
12 controlled by Divya Narendra, AND ALL PERSONS acting or purporting to act on his behalf.

13 **INSTRUCTIONS**

14 1. If YOU object to any of the interrogatories herein on a privilege grounds, stated  
15 the privilege claimed and describe the facts giving rise to the privilege claim in sufficient detail so  
16 that the Court can adjudicate the validity of the claim.

17 2. "IDENTIFY," when used with respect to a natural person, means state the name,  
18 current telephone number and current home or business address of the person(s). If current  
19 information is not available, please provide the last available information regarding the person(s).

20 3. "IDENTIFY," and all variants including "IDENTITY" when used with respect to  
21 any entity, means state the name, place and date of incorporation or organization, principal place  
22 of business, and the identity of all natural persons having knowledge of the matter with respect to  
23 which it is named in an answer to an interrogatory.

24 4. To "IDENTIFY" a document means:

25 a. to refer to the document's identification or exhibit number if the document  
26 has been previously produced or used in discovery or to attach a true copy of the document to the  
27 interrogatory answers and to state the document's title and date, or if unknown, the approximate  
28 date of creation;

- 1           b.     to identify each person who signed or participated in the preparation of the  
2 document;
- 3           c.     to identify each person who is an addressee, including each person to  
4 whom a copy was to be sent or who received a copy of the document;
- 5           d.     to summarize the subject matter of the document;
- 6           e.     to provide the present location of the document and the identity of the  
7 custodian of the original and each copy thereof; and
- 8           f.     if the document no longer exists, to give the date on which it was  
9 destroyed, the identity of the person who destroyed it, and the person under whose authority it  
10 was destroyed.

11           5.     "IDENTIFY" a circumstance, occurrence or event, means to describe it in detail,  
12 including date, time, surrounding circumstances, PERSONS involved OR present, reasons,  
13 effects, results, where AND how it occurred, AND what occurred.

14           6.     In answering the following interrogatories, YOU are required to provide ALL  
15 information that is available to YOU within YOUR control, including information in the  
16 possession of YOUR attorneys, investigators, employees, agents, representatives, and guardians  
17 or any other person acting on YOUR behalf, and not merely information from YOUR own  
18 personal knowledge.

19           7.     If YOU cannot answer any interrogatory in full, answer to the extent YOU are able  
20 to do so, state the reason for YOUR inability to answer further, and state the knowledge or  
21 information available to YOU concerning the unanswered portion.

22           8.     If YOU object to any of the interrogatories, YOU must state the grounds for any  
23 objection(s). If YOU object to only part of an interrogatory, YOU must state the objection and  
24 the grounds for any objection(s) and respond to the remainder of the interrogatory.

25           9.     Each answer should be preceded by a reiteration of the full interrogatory to which  
26 it responds.

27           10.    For each interrogatory, IDENTIFY ALL persons who provided information or  
28 otherwise assisted in preparing YOUR response.

1  
2 **INTERROGATORIES**

3 **INTERROGATORY NO. 1:**

4 Describe in detail AND IDENTIFY ALL contacts AND COMMUNICATIONS YOU,  
5 CONNECTU, HARVARDCONNECTION AND WINKLEVOSS COMPANIES have had with  
6 PERSONS (including without limitation, USERS) currently OR formerly residing OR domiciled  
7 in California; businesses (including without limitation, Internet search engines providers such as  
8 Google Inc. AND Yahoo! Inc., server providers, advertising agencies, advertisers, Internet service  
9 providers, computer equipment providers, YOUR licensors AND licensees) currently OR  
10 formerly located, licensed, based, OR incorporated in California; AND universities, colleges,  
11 high schools located in California, including without limitation, letters, emails, advertising  
12 materials, business solicitations, business contacts, telephonic conversations, facsimile  
13 transmissions, AND trips to California. In doing so, IDENTIFY the PERSONS contacted, the  
14 location AND time where any such contact OR event occurred, AND the subject matter of the  
15 contact OR COMMUNICATION.

16 **INTERROGATORY NO. 2:**

17 IDENTIFY, on a monthly basis, how many USERS have been registered at the  
18 connectu.com website since February 2004, AND how many of those USERS are residents of,  
19 OR PERSONS domiciled in, California.

20 **INTERROGATORY NO. 3:**

21 IDENTIFY the number AND amount of accounts receivable owed YOU, CONNECTU,  
22 HARVARDCONNECTION AND WINKLEVOSS COMPANIES by PERSONS that, or who,  
23 are California residents OR PERSONS domiciled in California. In doing so, IDENTIFY the  
24 goods AND services for which the individual accounts receivable are owed.

25 **INTERROGATORY NO. 4:**

26 IDENTIFY ALL instances in which YOU, CONNECTU, HARVARD-CONNECTION  
27 AND WINKLEVOSS COMPANIES have been in California, including without limitation,  
28 business, trips, OR recreational trips; living, residing OR domiciling in California; AND flying

1 OR driving to OR through California. In doing so, IDENTIFY the dates of ALL occurrences  
2 AND the length of the stay in California.

3 **INTERROGATORY NO. 5:**

4 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S AND  
5 WINKLEVOSS COMPANIES' current AND former personal OR real property currently OR  
6 previously located in California.

7 **INTERROGATORY NO. 6:**

8 IDENTIFY ALL contracts AND agreements involving YOU, CONNECTU, OR  
9 WINKLEVOSS COMPANIES in which California law governs AND/OR in which the parties to  
10 the contract OR agreement agreed as to the jurisdiction of California state courts AND/OR United  
11 States federal courts located in California.

12 **INTERROGATORY NO. 7:**

13 IDENTIFY occurrences when YOU, CONNECTU, AND/OR ANY PERSON on YOUR  
14 OR CONNECTU'S behalf, including without limitation, PACIFIC NORTHWEST SOFTWARE,  
15 accessed the website, www.facebook.com, AND the purposes of each access, including without  
16 limitation, ANY COMMUNICATIONS that RELATE TO ANY of the occurrences AND  
17 FACEBOOK user OR registrant accounts OR email addresses used to access the facebook.com  
18 website.

19 **INTERROGATORY NO. 8:**

20 IDENTIFY occurrences when YOU, CONNECTU, AND/OR ANY PERSON on YOUR  
21 OR CONNECTU'S behalf, including without limitation, PACIFIC NORTHWEST SOFTWARE,  
22 distributed emails to email addresses of members OR registrants of FACEBOOK for ANY  
23 reason, including without limitation, to solicit membership OR registration with CONNECTU,  
24 including without limitation, email addresses of PERSONS currently OR formerly located,  
25 residing OR domiciled in California, including without limitation, ANY COMMUNICATIONS  
26 that RELATE TO ANY of the occurrences.

27 **INTERROGATORY NO. 9:**

28 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S AND



1 WINKLEVOSS COMPANIES' licenses OR registrations regarding the ability to do business in  
2 California.

3 **INTERROGATORY NO. 10:**

4 IDENTIFY the first date YOU knew OR believed that FACEBOOK, its servers, facilities,  
5 offices, OR personnel were located in California.

6 **INTERROGATORY NO. 11:**

7 IDENTIFY the services provided through the connectu.com website to USERS, including  
8 without limitation, how the services are provided.

9 **INTERROGATORY NO. 12:**

10 IDENTIFY ALL USERS, including without limitation, their respective email addresses.

11 **INTERROGATORY NO. 13:**

12 IDENTIFY the circumstances surrounding the formation AND maintenance of  
13 CONNECTU as a limited liability company, including without limitation, filings, investments,  
14 COMMUNICATIONS, PERSONS involved, capitalization, directors, officers, attorneys,  
15 investors, AND reasons for the formation, as well as organizational meetings, including without  
16 limitation meetings of directors, officers, board member, AND Members, Managers AND Board  
17 of Managers, as defined in the Limited Liability Company Operating Agreement of ConnectU,  
18 LLC – bates numbers C011285 through 011335.

19 **INTERROGATORY NO. 14:**

20 IDENTIFY current AND former directors, officers, employees, AND agents of  
21 CONNECTU (including without limitation, Members, Managers AND Board of Managers as  
22 defined in the Limited Liability Company Operating Agreement of ConnectU, LLC – bates  
23 numbers C011285 through 011335), HARVARDCONNECTION, AND WINKLEVOSS  
24 COMPANIES, including without limitation, dates in these positions, duties, job descriptions,  
25 authorities, AND responsibilities.

26 **INTERROGATORY NO. 15:**

27 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S OR  
28 WINKLEVOSS COMPANIES' advertising, promotions AND marketing activities directed, at

1 least in part, at California residents.

2 **INTERROGATORY NO. 16:**

3 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S AND  
4 WINKLEVOSS COMPANIES' business relationships with, OR financial interests in, businesses  
5 (including without limitation, Affiliates as defined in Limited Liability Company Operating  
6 Agreement of ConnectU, LLC – bates numbers C011285 through 011335) currently OR formerly  
7 incorporated, licensed, located, based, OR with facilities OR offices located in California,  
8 including without limitation, the nature of each relationship, the IDENTITY of each business,  
9 AND whether each business is incorporated, licensed, located, based OR has facilities OR offices  
10 located in California.

11 **INTERROGATORY NO. 17:**

12 IDENTIFY ALL reasons why defending this lawsuit in California would burden YOU.

13 **INTERROGATORY NO. 18:**

14 IDENTIFY the ownership of CONNECTU, HARVARDCONNECTION AND  
15 WINKLEVOSS COMPANIES, including without limitation, PERSON'S names, amounts they  
16 contributed OR invested, AND their percent ownership OR control (including without limitation,  
17 Capital Contributions, Percent Interest, Equity Units, Non-Equity Units, Voting Units as defined  
18 in the Limited Liability Company Operating Agreement of ConnectU, LLC – bates numbers  
19 C011285 through 011335) on a by-PERSON basis.

20 **INTERROGATORY NO. 19:**

21 IDENTIFY the location of CONNECTU'S AND WINKLEVOSS COMPANIES' offices,  
22 facilities, server/equipment locations.

23 **INTERROGATORY NO. 20:**

24 IDENTIFY ANY Dissociations, as defined in the Limited Liability Company Operating  
25 Agreement of ConnectU, LLC – bates numbers C011285 through 011335, including without  
26 limitation, the PERSON dissociated, the date, AND ANY reasons for each Dissociations.

27 **INTERROGATORY NO. 21:**

28 IDENTIFY ANY Distributions as defined in the Limited Liability Company Operating

1 Agreement of ConnectU, LLC – bates numbers C011285 through 011335, including without  
2 limitation, the dollar amount, the recipient, the reason, AND the date of each Distribution.

3 **INTERROGATORY NO. 22:**

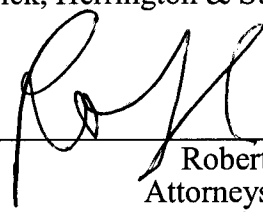
4 IDENTIFY ALL universities, colleges, high schools, AND institutes of higher learning  
5 located in California at which CONNECTU provides OR provided services including without  
6 limitation, access to the connectu.com website, including without limitation University of  
7 California (all campuses), California State University (all campuses), Stanford University, San  
8 Jose State University, Santa Clara University, University of San Francisco, University of  
9 Southern California, University of San Diego, San Diego State University, AND Claremont  
10 Colleges (all campuses), as well as the USERS using email domains (e.g., name@stanford.edu)  
11 from those universities, colleges, high schools, AND institutes of higher learning.

12 **INTERROGATORY NO. 23:**

13 IDENTIFY ALL actions made on behalf of CONNECTU by YOU.

14 Dated: November 3, 2005

Orrick, Herrington & Sutcliffe LLP

16   
17 \_\_\_\_\_  
18 Robert D. Nagel  
19 Attorneys for Plaintiff  
20 THEFACEBOOK, INC.  
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26  
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OF SPECIAL INTERROGATORIES  
TO DEFENDANT CONNECTU**

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20 **RESPONDING PARTY:** CONNECTU

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1 singular shall always include the plural and the present tense shall also include the past tense.  
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5 B. The terms "PERSON" and "PERSONS" mean both natural persons and legal  
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26 date of creation;

27 b. to identify each person who signed or participated in the preparation of the  
28 document;

1 c. to identify each person who is an addressee, including each person to  
2 whom a copy was to be sent or who received a copy of the document;

3 d. to summarize the subject matter of the document;

4 e. to provide the present location of the document and the identity of the  
5 custodian of the original and each copy thereof; and

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28



1 **INTERROGATORIES**

2 **INTERROGATORY NO. 1:**

3 Describe in detail AND IDENTIFY ALL contacts AND COMMUNICATIONS YOU,  
4 HARVARDCONNECTION AND WINKLEVOSS COMPANIES have had with PERSONS  
5 (including without limitation, USERS) currently OR formerly residing OR domiciled in  
6 California; businesses (including without limitation, Internet search engines providers such as  
7 Google Inc. AND Yahoo! Inc., server providers, advertising agencies, advertisers, Internet service  
8 providers, computer equipment providers, YOUR licensors AND licensees) currently OR  
9 formerly located, licensed, based, OR incorporated in California; AND universities, colleges,  
10 high schools located in California, including without limitation, letters, emails, advertising  
11 materials, business solicitations, business contacts, telephonic conversations, facsimile  
12 transmissions, AND trips to California. In doing so, IDENTIFY the PERSONS contacted, the  
13 location AND time where any such contact OR event occurred, AND the subject matter of the  
14 contact OR COMMUNICATION.

15 **INTERROGATORY NO. 2:**

16 IDENTIFY, on a monthly basis, how many USERS have been registered at the  
17 connectu.com website since February 2004, AND how many of those USERS are residents of,  
18 OR PERSONS domiciled in, California.

19 **INTERROGATORY NO. 3:**

20 IDENTIFY the number AND amount of accounts receivable owed YOU,  
21 HARVARDCONNECTION AND WINKLEVOSS COMPANIES by PERSONS that, OR who,  
22 are California residents OR PERSONS domiciled in California. In doing so, IDENTIFY the  
23 goods AND services for which the individual accounts receivable are owed.

24 **INTERROGATORY NO. 4:**

25 IDENTIFY ALL instances in which YOU, HARVARD-CONNECTION AND  
26 WINKLEVOSS COMPANIES have been in California, including without limitation, business,  
27 trips, OR recreational trips; living, residing OR domiciling in California; AND flying OR driving  
28 to OR through California. In doing so, IDENTIFY the dates of ALL occurrences AND the length

1 of the stay in California.

2 **INTERROGATORY NO. 5:**

3 IDENTIFY ALL of YOUR, HARVARDCONNECTION'S AND WINKLEVOSS  
4 COMPANIES' current AND former personal OR real property currently OR previously located in  
5 California.

6 **INTERROGATORY NO. 6:**

7 IDENTIFY ALL contracts AND agreements involving YOU OR WINKLEVOSS  
8 COMPANIES in which California law governs AND/OR in which the parties to the contract OR  
9 agreement agreed as to the jurisdiction of California state courts AND/OR United States federal  
10 courts located in California.

11 **INTERROGATORY NO. 7:**

12 IDENTIFY occurrences when YOU AND/OR ANY PERSON on YOUR behalf,  
13 including without limitation, PACIFIC NORTHWEST SOFTWARE, accessed the website,  
14 www.facebook.com, AND the purposes of each access, including without limitation, ANY  
15 COMMUNICATIONS that RELATE TO ANY of the occurrences AND FACEBOOK user OR  
16 registrant accounts OR email addresses used to access the facebook.com website.

17 **INTERROGATORY NO. 8:**

18 IDENTIFY occurrences when YOU AND/OR ANY PERSON on YOUR behalf,  
19 including without limitation, PACIFIC NORTHWEST SOFTWARE, distributed emails to email  
20 addresses of members OR registrants of FACEBOOK for ANY reason, including without  
21 limitation, to solicit membership OR registration with CONNECTU, including without limitation,  
22 email addresses of PERSONS currently OR formerly located, residing OR domiciled in  
23 California, including without limitation, ANY COMMUNICATIONS that RELATE TO ANY of  
24 the occurrences.

25 **INTERROGATORY NO. 9:**

26 IDENTIFY ALL of YOUR, HARVARDCONNECTION'S AND WINKLEVOSS  
27 COMPANIES' licenses OR registrations regarding the ability to do business in California.

28

1 **INTERROGATORY NO. 10:**

2 IDENTIFY the first date YOU knew OR believed that FACEBOOK, its servers, facilities,  
3 offices, OR personnel were located in California.

4 **INTERROGATORY NO. 11:**

5 IDENTIFY the services provided through the connectu.com website to USERS, including  
6 without limitation, how the services are provided.

7 **INTERROGATORY NO. 12:**

8 IDENTIFY ALL USERS, including without limitation, their respective email addresses.

9 **INTERROGATORY NO. 13:**

10 IDENTIFY the circumstances surrounding the formation AND maintenance of  
11 CONNECTU as a limited liability company, including without limitation, filings, investments,  
12 COMMUNICATIONS, PERSONS involved, capitalization, directors, officers, attorneys,  
13 investors, AND reasons for the formation, as well as organizational meetings, including without  
14 limitation meetings of directors, officers, board member, AND Members, Managers AND Board  
15 of Managers, as defined in the Limited Liability Company Operating Agreement of ConnectU,  
16 LLC – bates numbers C011285 through 011335.

17 **INTERROGATORY NO. 14:**

18 IDENTIFY current AND former directors, officers, employees, AND agents of  
19 CONNECTU (including without limitation, Members, Managers AND Board of Managers as  
20 defined in the Limited Liability Company Operating Agreement of ConnectU, LLC – bates  
21 numbers C011285 through 011335), HARVARDCONNECTION, AND WINKLEVOSS  
22 COMPANIES, including without limitation, dates in these positions, duties, job descriptions,  
23 authorities, AND responsibilities.

24 **INTERROGATORY NO. 15:**

25 IDENTIFY ALL of YOUR, HARVARDCONNECTION'S OR WINKLEVOSS  
26 COMPANIES' advertising, promotions AND marketing activities directed, at least in part, at  
27 California residents.

1 **INTERROGATORY NO. 16:**

2 IDENTIFY ALL of YOUR, HARVARDCONNECTION'S AND WINKLEVOSS  
3 COMPANIES' business relationships with, OR financial interests in, businesses (including  
4 without limitation, Affiliates as defined in Limited Liability Company Operating Agreement of  
5 ConnectU, LLC – bates numbers C011285 through 011335) currently OR formerly incorporated,  
6 licensed, located, based, OR with facilities OR offices located in California, including without  
7 limitation, the nature of each relationship, the IDENTITY of each business, AND whether each  
8 business is incorporated, licensed, located, based OR has facilities OR offices located in  
9 California.

10 **INTERROGATORY NO. 17:**

11 IDENTIFY ALL reasons why defending this lawsuit in California would burden YOU.

12 **INTERROGATORY NO. 18:**

13 IDENTIFY the ownership of CONNECTU, HARVARDCONNECTION AND  
14 WINKLEVOSS COMPANIES, including without limitation, PERSON'S names, amounts they  
15 contributed OR invested, AND their percent ownership OR control (including without limitation,  
16 Capital Contributions, Percent Interest, Equity Units, Non-Equity Units, Voting Units as defined  
17 in the Limited Liability Company Operating Agreement of ConnectU, LLC – bates numbers  
18 C011285 through 011335) on a by-PERSON basis.

19 **INTERROGATORY NO. 19:**

20 IDENTIFY the location of CONNECTU'S AND WINKLEVOSS COMPANIES' offices,  
21 facilities, server/equipment locations.

22 **INTERROGATORY NO. 20:**

23 IDENTIFY ANY Dissociations, as defined in the Limited Liability Company Operating  
24 Agreement of ConnectU, LLC – bates numbers C011285 through 011335, including without  
25 limitation, the PERSON dissociated, the date, AND ANY reasons for each Dissociations.

26 **INTERROGATORY NO. 21:**

27 IDENTIFY ANY Distributions as defined in the Limited Liability Company Operating  
28 Agreement of ConnectU, LLC – bates numbers C011285 through 011335, including without

1 limitation, the dollar amount, the recipient, the reason, AND the date of each Distribution.

2 **INTERROGATORY NO. 22:**

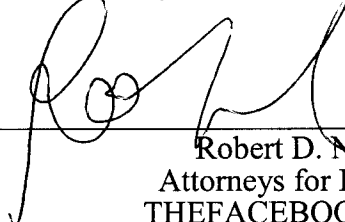
3 IDENTIFY ALL universities, colleges, high schools, AND institutes of higher learning  
4 located in California at which CONNECTU provides OR provided services including without  
5 limitation, access to the connectu.com website, including without limitation University of  
6 California (all campuses), California State University (all campuses), Stanford University, San  
7 Jose State University, Santa Clara University, University of San Francisco, University of  
8 Southern California, University of San Diego, San Diego State University, AND Claremont  
9 Colleges (all campuses), as well as the USERS using email domains (e.g., name@stanford.edu)  
10 from those universities, colleges, high schools, AND institutes of higher learning.

11 **INTERROGATORY NO. 23:**

12 IDENTIFY ALL actions made on behalf of CONNECTU.

13 Dated: November 3, 2005

Orrick, Herrington & Sutcliffe LLP

14  
15  
16   
17 Robert D. Nagel  
18 Attorneys for Plaintiff  
19 THEFACEBOOK, INC.  
20  
21  
22  
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24  
25  
26  
27  
28

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6 Attorneys for Plaintiff  
7 THEFACEBOOK, INC.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SANTA CLARA

11 THEFACEBOOK, INC.,  
12 Plaintiff,

13 v.

14 CONNECTU LLC, CAMERON  
15 WINKLEVOSS, TYLER WINKLEVOSS,  
HOWARD WINKLEVOSS, DIVYA  
16 NARENDRA, AND DOES 1-25,

17 Defendants.

CASE NO. 1:05-CV-047381

**THEFACEBOOK, INC.'S FIRST SET  
OF SPECIAL INTERROGATORIES  
TO DEFENDANT CAMERON  
WINKLEVOSS**

19 **PROPOUNDING PARTY:** THEFACEBOOK, INC.

20 **RESPONDING PARTY:** CAMERON WINKLEVOSS

21 **SET NO.:** ONE (NOS. 1-23)

22  
23 YOU ARE HEREBY REQUESTED, pursuant to California Code of Civil Procedure  
24 section 2030, to answer the following interrogatories separately and fully, in writing, and under  
25 penalty of perjury, within thirty (30) days after service.

26 **DEFINITIONS**

27 A. "ANY" shall be understood to include and encompass "ALL." As used herein, the  
28

1 singular shall always include the plural and the present tense shall also include the past tense.  
2 The words "AND" as well as "OR" shall be construed disjunctively or conjunctively as necessary  
3 to bring within the scope of this request all documents or things that might otherwise be construed  
4 to be outside its scope.

5 B. The terms "PERSON" and "PERSONS" mean both natural persons and legal  
6 entities, including without limitation, corporations, companies, firms, partnerships, joint ventures,  
7 proprietorships, associations, and governmental bodies or agencies. Unless noted otherwise,  
8 references to any person, entity or party herein include its, his, or her agents, attorneys,  
9 employees, employers, officers, directors, or others acting on or purporting to act on behalf of  
10 said person, entity, or party.

11 C. "EVIDENCE" or any variant thereof, including but not limited to  
12 "EVIDENCING," when used in connection with any document, shall be understood to apply if  
13 the document directly or indirectly mentions, discusses, constitutes, concerns, supports  
14 contradicts, relates to, refers to, or in any other way deals with the subject matter described in the  
15 request in which the term appears.

16 D. "REFER TO" or "RELATE TO" as used herein mean pertaining to, relevant to,  
17 material to, evidencing, affecting, comprising, discussing, dealing with, considering or otherwise  
18 concerning in any manner whatsoever the subject matter of the inquiry.

19 E. As used herein, the term "DOCUMENT" means the original and each non-  
20 identical copy of any written, printed, typed, recorded, computerized, electronic, taped, graphic,  
21 or other matter, in whatever form, whether in final or draft, including but not limited to all  
22 materials that constitute "writings" or "recordings" or "photographs" within the broadest meaning  
23 of the term "Writing" as defined in California Code of Evidence sections 250, 255, and 260 and  
24 ALL materials that constitute "documents" within the broadest meaning of California Code of  
25 Civil Procedure section 2031. DOCUMENT includes without limitation, printed matter,  
26 electronic mail, materials stored on computer hard drives, diskettes, tapes, any other computer  
27 media, recorded voice mail messages and any other information stored magnetically, optically or  
28 electronically.

1 F. "COMMUNICATION" as used herein means any contact, oral or documentary,  
2 formal or informal, at any place or under any circumstances whatsoever whereby information of  
3 any nature is transmitted or transferred, including without limitation, any note, memorandum or  
4 other record thereof, or a single person seeing or hearing any information by any means.

5 G. "CONNECTU" means defendant ConnectU LLC and its directors, officers,  
6 parents, subsidiaries, predecessors, successors, assigns, agents, servants, employees, investigators,  
7 attorneys, AND ALL other persons and entities representing it acting on its behalf, OR purporting  
8 to act on its behalf, including without limitation, Howard Winklevoss, Cameron Winklevoss,  
9 Tyler Winklevoss, AND Divya Narendra. It is acknowledged that the issue of whether  
10 HARVARDCONNECTION is a predecessor in interest to CONNECTU may be disputed. To the  
11 extent that an interrogatory requests information on "CONNECTU," YOU must respond with  
12 specific information relating to CONNECT U first and ALL PERSONS listed above other than  
13 HARVARDCONNECTION. To the extent that YOU contend that any requested information  
14 RELATES TO HARVARDCONNECTION directly (e.g., a contention that a trade secret  
15 belonged to HARVARDCONNECTION) YOU must separately detail YOUR response vis-à-vis  
16 HARVARDCONNECTION.

17 H. "HARVARDCONNECTION" means a project to develop a website for Harvard  
18 University Students AND alumni which made use of the term "HARVARDCONNECTION,"  
19 AND ANY individual, group, OR association conducting OR proposing work to develop such  
20 website.

21 I. "FACEBOOK" means, without limitation, Facebook, Inc. (formerly TheFacebook,  
22 Inc.), its past and present parents, subsidiaries, affiliates, predecessors, divisions, officers,  
23 directors, trustees, employees, staff members, agents, counsel, representatives, consultants, AND  
24 ALL PERSONS acting or purporting to act on its behalf.

25 J. "WINKLEVOSS COMPANIES" means, without limitation, Winklevoss  
26 Technologies, LLC; Winklevoss Consultants, Inc., The Winklevoss Group; AND Winklevoss,  
27 LLC, their past AND present parents, subsidiaries, affiliates, predecessors, divisions, officers,  
28 directors, trustees, employees, staff members, agents, counsel, representatives, consultants, AND



1 ALL PERSONS acting OR purporting to act on their behalf.

2 K. "USERS" means, without limitation, PERSONS registered to use the services  
3 provided by CONNECTU, including without limitation, those provided at the connectu.com  
4 website.

5 L. "PACIFIC NORTHWEST SOFTWARE" means, without limitation, Pacific  
6 Northwest Software Inc., its past and present parents, subsidiaries, affiliates, predecessors,  
7 divisions, officers, directors, trustees, employees, staff members, agents, counsel, representatives,  
8 consultants, AND ALL PERSONS acting or purporting to act on its behalf, including without  
9 limitation, Winston Williams.

10 M. "YOU" and "YOUR" means, without limitation, Cameron Winklevoss, his agents,  
11 counsel, partners, employees, representatives, any business entities owned by AND/OR  
12 controlled by Cameron Winklevoss, AND ALL PERSONS acting or purporting to act on his  
13 behalf.

14 **INSTRUCTIONS**

15 1. If YOU object to any of the interrogatories herein on a privilege grounds, stated  
16 the privilege claimed and describe the facts giving rise to the privilege claim in sufficient detail so  
17 that the Court can adjudicate the validity of the claim.

18 2. "IDENTIFY," when used with respect to a natural person, means state the name,  
19 current telephone number and current home or business address of the person(s). If current  
20 information is not available, please provide the last available information regarding the person(s).

21 3. "IDENTIFY," and all variants including "IDENTITY" when used with respect to  
22 any entity, means state the name, place and date of incorporation or organization, principal place  
23 of business, and the identity of all natural persons having knowledge of the matter with respect to  
24 which it is named in an answer to an interrogatory.

25 4. To "IDENTIFY" a document means:

26 a. to refer to the document's identification or exhibit number if the document  
27 has been previously produced or used in discovery or to attach a true copy of the document to the  
28 interrogatory answers and to state the document's title and date, or if unknown, the approximate

1 date of creation;

2 b. to identify each person who signed or participated in the preparation of the  
3 document;

4 c. to identify each person who is an addressee, including each person to  
5 whom a copy was to be sent or who received a copy of the document;

6 d. to summarize the subject matter of the document;

7 e. to provide the present location of the document and the identity of the  
8 custodian of the original and each copy thereof; and

9 f. if the document no longer exists, to give the date on which it was  
10 destroyed, the identity of the person who destroyed it, and the person under whose authority it  
11 was destroyed.

12 5. "IDENTIFY" a circumstance, occurrence or event, means to describe it in detail,  
13 including date, time, surrounding circumstances, PERSONS involved OR present, reasons,  
14 effects, results, where AND how it occurred, AND what occurred.

15 6. In answering the following interrogatories, YOU are required to provide ALL  
16 information that is available to YOU within YOUR control, including information in the  
17 possession of YOUR attorneys, investigators, employees, agents, representatives, and guardians  
18 or any other person acting on YOUR behalf, and not merely information from YOUR own  
19 personal knowledge.

20 7. If YOU cannot answer any interrogatory in full, answer to the extent YOU are able  
21 to do so, state the reason for YOUR inability to answer further, and state the knowledge or  
22 information available to YOU concerning the unanswered portion.

23 8. If YOU object to any of the interrogatories, YOU must state the grounds for any  
24 objection(s). If YOU object to only part of an interrogatory, YOU must state the objection and  
25 the grounds for any objection(s) and respond to the remainder of the interrogatory.

26 9. Each answer should be preceded by a reiteration of the full interrogatory to which  
27 it responds.

1 10. For each interrogatory, IDENTIFY ALL persons who provided information or  
2 otherwise assisted in preparing YOUR response.

3 **INTERROGATORIES**

4 **INTERROGATORY NO. 1:**

5 Describe in detail AND IDENTIFY ALL contacts AND COMMUNICATIONS YOU,  
6 CONNECTU, HARVARDCONNECTION AND WINKLEVOSS COMPANIES have had with  
7 PERSONS (including without limitation, USERS) currently OR formerly residing OR domiciled  
8 in California; businesses (including without limitation, Internet search engines providers such as  
9 Google Inc. AND Yahoo! Inc., server providers, advertising agencies, advertisers, Internet service  
10 providers, computer equipment providers, YOUR licensors AND licensees) currently OR  
11 formerly located, licensed, based, OR incorporated in California; AND universities, colleges,  
12 high schools located in California, including without limitation, letters, emails, advertising  
13 materials, business solicitations, business contacts, telephonic conversations, facsimile  
14 transmissions, AND trips to California. In doing so, IDENTIFY the PERSONS contacted, the  
15 location AND time where any such contact OR event occurred, AND the subject matter of the  
16 contact OR COMMUNICATION.

17 **INTERROGATORY NO. 2:**

18 IDENTIFY, on a monthly basis, how many USERS have been registered at the  
19 connectu.com website since February 2004, AND how many of those USERS are residents of,  
20 OR PERSONS domiciled in, California.

21 **INTERROGATORY NO. 3:**

22 IDENTIFY the number AND amount of accounts receivable owed YOU, CONNECTU,  
23 HARVARDCONNECTION AND WINKLEVOSS COMPANIES by PERSONS that, or who,  
24 are California residents OR PERSONS domiciled in California. In doing so, IDENTIFY the  
25 goods AND services for which the individual accounts receivable are owed.

26 **INTERROGATORY NO. 4:**

27 IDENTIFY ALL instances in which YOU, CONNECTU, HARVARD-CONNECTION  
28 AND WINKLEVOSS COMPANIES have been in California, including without limitation,

1 business, trips, OR recreational trips; living, residing OR domiciling in California; AND flying  
2 OR driving to OR through California. In doing so, IDENTIFY the dates of ALL occurrences  
3 AND the length of the stay in California.

4 **INTERROGATORY NO. 5:**

5 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S AND  
6 WINKLEVOSS COMPANIES' current AND former personal OR real property currently OR  
7 previously located in California.

8 **INTERROGATORY NO. 6:**

9 IDENTIFY ALL contracts AND agreements involving YOU, CONNECTU, OR  
10 WINKLEVOSS COMPANIES in which California law governs AND/OR in which the parties to  
11 the contract OR agreement agreed as to the jurisdiction of California state courts AND/OR United  
12 States federal courts located in California.

13 **INTERROGATORY NO. 7:**

14 IDENTIFY occurrences when YOU, CONNECTU, AND/OR ANY PERSON on YOUR  
15 OR CONNECTU'S behalf, including without limitation, PACIFIC NORTHWEST SOFTWARE,  
16 accessed the website, www.facebook.com, AND the purposes of each access, including without  
17 limitation, ANY COMMUNICATIONS that RELATE TO ANY of the occurrences AND  
18 FACEBOOK user OR registrant accounts OR email addresses used to access the facebook.com  
19 website.

20 **INTERROGATORY NO. 8:**

21 IDENTIFY occurrences when YOU, CONNECTU, AND/OR ANY PERSON on YOUR  
22 OR CONNECTU'S behalf, including without limitation, PACIFIC NORTHWEST SOFTWARE,  
23 distributed emails to email addresses of members OR registrants of FACEBOOK for ANY  
24 reason, including without limitation, to solicit membership OR registration with CONNECTU,  
25 including without limitation, email addresses of PERSONS currently OR formerly located,  
26 residing OR domiciled in California, including without limitation, ANY COMMUNICATIONS  
27 that RELATE TO ANY of the occurrences.

1 **INTERROGATORY NO. 9:**

2 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S AND  
3 WINKLEVOSS COMPANIES' licenses OR registrations regarding the ability to do business in  
4 California.

5 **INTERROGATORY NO. 10:**

6 IDENTIFY the first date YOU knew OR believed that FACEBOOK, its servers, facilities,  
7 offices, OR personnel were located in California.

8 **INTERROGATORY NO. 11:**

9 IDENTIFY the services provided through the connectu.com website to USERS, including  
10 without limitation, how the services are provided.

11 **INTERROGATORY NO. 12:**

12 IDENTIFY ALL USERS, including without limitation, their respective email addresses.

13 **INTERROGATORY NO. 13:**

14 IDENTIFY the circumstances surrounding the formation AND maintenance of  
15 CONNECTU as a limited liability company, including without limitation, filings, investments,  
16 COMMUNICATIONS, PERSONS involved, capitalization, directors, officers, attorneys,  
17 investors, AND reasons for the formation, as well as organizational meetings, including without  
18 limitation meetings of directors, officers, board member, AND Members, Managers AND Board  
19 of Managers, as defined in the Limited Liability Company Operating Agreement of ConnectU,  
20 LLC – bates numbers C011285 through 011335.

21 **INTERROGATORY NO. 14:**

22 IDENTIFY current AND former directors, officers, employees, AND agents of  
23 CONNECTU (including without limitation, Members, Managers AND Board of Managers as  
24 defined in the Limited Liability Company Operating Agreement of ConnectU, LLC – bates  
25 numbers C011285 through 011335), HARVARDCONNECTION, AND WINKLEVOSS  
26 COMPANIES, including without limitation, dates in these positions, duties, job descriptions,  
27 authorities, AND responsibilities.

1 **INTERROGATORY NO. 15:**

2 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S OR  
3 WINKLEVOSS COMPANIES' advertising, promotions AND marketing activities directed, at  
4 least in part, at California residents.

5 **INTERROGATORY NO. 16:**

6 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S AND  
7 WINKLEVOSS COMPANIES' business relationships with, OR financial interests in, businesses  
8 (including without limitation, Affiliates as defined in Limited Liability Company Operating  
9 Agreement of ConnectU, LLC – bates numbers C011285 through 011335) currently OR formerly  
10 incorporated, licensed, located, based, OR with facilities OR offices located in California,  
11 including without limitation, the nature of each relationship, the IDENTITY of each business,  
12 AND whether each business is incorporated, licensed, located, based OR has facilities OR offices  
13 located in California.

14 **INTERROGATORY NO. 17:**

15 IDENTIFY ALL reasons why defending this lawsuit in California would burden YOU.

16 **INTERROGATORY NO. 18:**

17 IDENTIFY the ownership of CONNECTU, HARVARDCONNECTION AND  
18 WINKLEVOSS COMPANIES, including without limitation, PERSON'S names, amounts they  
19 contributed OR invested, AND their percent ownership OR control (including without limitation,  
20 Capital Contributions, Percent Interest, Equity Units, Non-Equity Units, Voting Units as defined  
21 in the Limited Liability Company Operating Agreement of ConnectU, LLC – bates numbers  
22 C011285 through 011335) on a by-PERSON basis.

23 **INTERROGATORY NO. 19:**

24 IDENTIFY the location of CONNECTU'S AND WINKLEVOSS COMPANIES' offices,  
25 facilities, server/equipment locations.

26 **INTERROGATORY NO. 20:**

27 IDENTIFY ANY Dissociations, as defined in the Limited Liability Company Operating  
28 Agreement of ConnectU, LLC – bates numbers C011285 through 011335, including without

1 limitation, the PERSON dissociated, the date, AND ANY reasons for each Dissociations.

2 **INTERROGATORY NO. 21:**

3 IDENTIFY ANY Distributions as defined in the Limited Liability Company Operating  
4 Agreement of ConnectU, LLC – bates numbers C011285 through 011335, including without  
5 limitation, the dollar amount, the recipient, the reason, AND the date of each Distribution.

6 **INTERROGATORY NO. 22:**

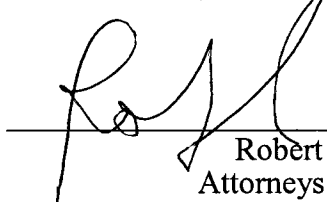
7 IDENTIFY ALL universities, colleges, high schools, AND institutes of higher learning  
8 located in California at which CONNECTU provides OR provided services including without  
9 limitation, access to the connectu.com website, including without limitation University of  
10 California (all campuses), California State University (all campuses), Stanford University, San  
11 Jose State University, Santa Clara University, University of San Francisco, University of  
12 Southern California, University of San Diego, San Diego State University, AND Claremont  
13 Colleges (all campuses), as well as the USERS using email domains (e.g., name@stanford.edu)  
14 from those universities, colleges, high schools, AND institutes of higher learning.

15 **INTERROGATORY NO. 23:**

16 IDENTIFY ALL actions made on behalf of CONNECTU by YOU.

17 Dated: November 3, 2005

Orrick, Herrington & Sutcliffe LLP



Robert D. Nagel  
Attorneys for Plaintiff  
THEFACEBOOK, INC.

1 G. HOPKINS GUY, III (STATE BAR NO. 124811)  
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2 MONTE COOPER (STATE BAR NO. 196746)  
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6 Attorneys for Plaintiff  
7 THEFACEBOOK, INC.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF SANTA CLARA

11 THEFACEBOOK, INC.,  
12 Plaintiff,

13 v.

14 CONNECTU LLC, CAMERON  
15 WINKLEVOSS, TYLER WINKLEVOSS,  
HOWARD WINKLEVOSS, DIVYA  
16 NARENDRA, AND DOES 1-25,

17 Defendants.

CASE NO. 1:05-CV-047381

**THEFACEBOOK, INC.'S FIRST SET  
OF SPECIAL INTERROGATORIES  
TO DEFENDANT TYLER  
WINKLEVOSS**

19 **PROPOUNDING PARTY:** THEFACEBOOK, INC.

20 **RESPONDING PARTY:** TYLER WINKLEVOSS

21 **SET NO.:** ONE (NOS. 1-23)

22  
23 YOU ARE HEREBY REQUESTED, pursuant to California Code of Civil Procedure  
24 section 2030, to answer the following interrogatories separately and fully, in writing, and under  
25 penalty of perjury, within thirty (30) days after service.

26 **DEFINITIONS**

27 A. "ANY" shall be understood to include and encompass "ALL." As used herein, the  
28



1 singular shall always include the plural and the present tense shall also include the past tense.  
2 The words "AND" as well as "OR" shall be construed disjunctively or conjunctively as necessary  
3 to bring within the scope of this request all documents or things that might otherwise be construed  
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5 B. The terms "PERSON" and "PERSONS" mean both natural persons and legal  
6 entities, including without limitation, corporations, companies, firms, partnerships, joint ventures,  
7 proprietorships, associations, and governmental bodies or agencies. Unless noted otherwise,  
8 references to any person, entity or party herein include its, his, or her agents, attorneys,  
9 employees, employers, officers, directors, or others acting on or purporting to act on behalf of  
10 said person, entity, or party.

11 C. "EVIDENCE" or any variant thereof, including but not limited to  
12 "EVIDENCING," when used in connection with any document, shall be understood to apply if  
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14 contradicts, relates to, refers to, or in any other way deals with the subject matter described in the  
15 request in which the term appears.

16 D. "REFER TO" or "RELATE TO" as used herein mean pertaining to, relevant to,  
17 material to, evidencing, affecting, comprising, discussing, dealing with, considering or otherwise  
18 concerning in any manner whatsoever the subject matter of the inquiry.

19 E. As used herein, the term "DOCUMENT" means the original and each non-  
20 identical copy of any written, printed, typed, recorded, computerized, electronic, taped, graphic,  
21 or other matter, in whatever form, whether in final or draft, including but not limited to all  
22 materials that constitute "writings" or "recordings" or "photographs" within the broadest meaning  
23 of the term "Writing" as defined in California Code of Evidence sections 250, 255 and 260, AND  
24 ALL materials that constitute "documents" within the broadest meaning of California Code of  
25 Civil Procedure section 2031. DOCUMENT includes without limitation, printed matter,  
26 electronic mail, materials stored on computer hard drives, diskettes, tapes, any other computer  
27 media, recorded voice mail messages and any other information stored magnetically, optically or  
28 electronically.

1 F. "COMMUNICATION" as used herein means any contact, oral or documentary,  
2 formal or informal, at any place or under any circumstances whatsoever whereby information of  
3 any nature is transmitted or transferred, including without limitation, any note, memorandum or  
4 other record thereof, or a single person seeing or hearing any information by any means.

5 G. "CONNECTU" means defendant ConnectU LLC and its directors, officers,  
6 parents, subsidiaries, predecessors, successors, assigns, agents, servants, employees, investigators,  
7 attorneys, AND ALL other persons and entities representing it acting on its behalf, OR purporting  
8 to act on its behalf, including without limitation, Howard Winklevoss, Cameron Winklevoss,  
9 Tyler Winklevoss, AND Divya Narendra. It is acknowledged that the issue of whether  
10 HARVARDCONNECTION is a predecessor in interest to CONNECTU may be disputed. To the  
11 extent that an interrogatory requests information on "CONNECTU," YOU must respond with  
12 specific information relating to CONNECT U first and ALL PERSONS listed above other than  
13 HARVARDCONNECTION. To the extent that YOU contend that any requested information  
14 RELATES TO HARVARDCONNECTION directly (e.g., a contention that a trade secret  
15 belonged to HARVARDCONNECTION) YOU must separately detail YOUR response vis-à-vis  
16 HARVARDCONNECTION.

17 H. "HARVARDCONNECTION" means a project to develop a website for Harvard  
18 University Students AND alumni which made use of the term "HARVARDCONNECTION,"  
19 AND ANY individual, group, OR association conducting OR proposing work to develop such  
20 website.

21 I. "FACEBOOK" means, without limitation, Facebook, Inc. (formerly TheFacebook,  
22 Inc.), its past and present parents, subsidiaries, affiliates, predecessors, divisions, officers,  
23 directors, trustees, employees, staff members, agents, counsel, representatives, consultants, AND  
24 ALL PERSONS acting or purporting to act on its behalf.

25 J. "WINKLEVOSS COMPANIES" means, without limitation, Winklevoss  
26 Technologies, LLC; Winklevoss Consultants, Inc., The Winklevoss Group; AND Winklevoss,  
27 LLC, their past AND present parents, subsidiaries, affiliates, predecessors, divisions, officers,  
28 directors, trustees, employees, staff members, agents, counsel, representatives, consultants, AND

1 ALL PERSONS acting OR purporting to act on their behalf.

2 K. "USERS" means, without limitation, PERSONS registered to use the services  
3 provided by CONNECTU, including without limitation, those provided at the connectu.com  
4 website.

5 L. "PACIFIC NORTHWEST SOFTWARE" means, without limitation, Pacific  
6 Northwest Software Inc., its past and present parents, subsidiaries, affiliates, predecessors,  
7 divisions, officers, directors, trustees, employees, staff members, agents, counsel, representatives,  
8 consultants, AND ALL PERSONS acting or purporting to act on its behalf, including without  
9 limitation, Winston Williams.

10 M. "YOU" and "YOUR" means, without limitation, Tyler Winklevoss, his agents,  
11 counsel, partners, employees, representatives, any business entities owned by AND/OR  
12 controlled by Tyler Winklevoss, AND ALL PERSONS acting or purporting to act on his behalf.

### 13 INSTRUCTIONS

14 1. If YOU object to any of the interrogatories herein on a privilege grounds, stated  
15 the privilege claimed and describe the facts giving rise to the privilege claim in sufficient detail so  
16 that the Court can adjudicate the validity of the claim.

17 2. "IDENTIFY," when used with respect to a natural person, means state the name,  
18 current telephone number and current home or business address of the person(s). If current  
19 information is not available, please provide the last available information regarding the person(s).

20 3. "IDENTIFY," and all variants including "IDENTITY" when used with respect to  
21 any entity, means state the name, place and date of incorporation or organization, principal place  
22 of business, and the identity of all natural persons having knowledge of the matter with respect to  
23 which it is named in an answer to an interrogatory.

24 4. To "IDENTIFY" a document means:

25 a. to refer to the document's identification or exhibit number if the document  
26 has been previously produced or used in discovery or to attach a true copy of the document to the  
27 interrogatory answers and to state the document's title and date, or if unknown, the approximate  
28 date of creation;

- 1           b.     to identify each person who signed or participated in the preparation of the  
2 document;
- 3           c.     to identify each person who is an addressee, including each person to  
4 whom a copy was to be sent or who received a copy of the document;
- 5           d.     to summarize the subject matter of the document;
- 6           e.     to provide the present location of the document and the identity of the  
7 custodian of the original and each copy thereof; and
- 8           f.     if the document no longer exists, to give the date on which it was  
9 destroyed, the identity of the person who destroyed it, and the person under whose authority it  
10 was destroyed.

11           5.     "IDENTIFY" a circumstance, occurrence or event, means to describe it in detail,  
12 including date, time, surrounding circumstances, PERSONS involved OR present, reasons,  
13 effects, results, where AND how it occurred, AND what occurred.

14           6.     In answering the following interrogatories, YOU are required to provide ALL  
15 information that is available to YOU within YOUR control, including information in the  
16 possession of YOUR attorneys, investigators, employees, agents, representatives, and guardians  
17 or any other person acting on YOUR behalf, and not merely information from YOUR own  
18 personal knowledge.

19           7.     If YOU cannot answer any interrogatory in full, answer to the extent YOU are able  
20 to do so, state the reason for YOUR inability to answer further, and state the knowledge or  
21 information available to YOU concerning the unanswered portion.

22           8.     If YOU object to any of the interrogatories, YOU must state the grounds for any  
23 objection(s). If YOU object to only part of an interrogatory, YOU must state the objection and  
24 the grounds for any objection(s) and respond to the remainder of the interrogatory.

25           9.     Each answer should be preceded by a reiteration of the full interrogatory to which  
26 it responds.

27           10.    For each interrogatory, IDENTIFY ALL persons who provided information or  
28 otherwise assisted in preparing YOUR response.

1  
2 **INTERROGATORIES**

3 **INTERROGATORY NO. 1:**

4 Describe in detail AND IDENTIFY ALL contacts AND COMMUNICATIONS YOU,  
5 CONNECTU, HARVARDCONNECTION AND WINKLEVOSS COMPANIES have had with  
6 PERSONS (including without limitation, USERS) currently OR formerly residing OR domiciled  
7 in California; businesses (including without limitation, Internet search engines providers such as  
8 Google Inc. AND Yahoo! Inc., server providers, advertising agencies, advertisers, Internet service  
9 providers, computer equipment providers, YOUR licensors AND licensees) currently OR  
10 formerly located, licensed, based, OR incorporated in California; AND universities, colleges,  
11 high schools located in California, including without limitation, letters, emails, advertising  
12 materials, business solicitations, business contacts, telephonic conversations, facsimile  
13 transmissions, AND trips to California. In doing so, IDENTIFY the PERSONS contacted, the  
14 location AND time where any such contact OR event occurred, AND the subject matter of the  
15 contact OR COMMUNICATION.

16 **INTERROGATORY NO. 2:**

17 IDENTIFY, on a monthly basis, how many USERS have been registered at the  
18 connectu.com website since February 2004, AND how many of those USERS are residents of,  
19 OR PERSONS domiciled in, California.

20 **INTERROGATORY NO. 3:**

21 IDENTIFY the number AND amount of accounts receivable owed YOU, CONNECTU,  
22 HARVARDCONNECTION AND WINKLEVOSS COMPANIES by PERSONS that, or who,  
23 are California residents OR PERSONS domiciled in California. In doing so, IDENTIFY the  
24 goods AND services for which the individual accounts receivable are owed.

25 **INTERROGATORY NO. 4:**

26 IDENTIFY ALL instances in which YOU, CONNECTU, HARVARD-CONNECTION  
27 AND WINKLEVOSS COMPANIES have been in California, including without limitation,  
28 business, trips, OR recreational trips; living, residing OR domiciling in California; AND flying

1 OR driving to OR through California. In doing so, IDENTIFY the dates of ALL occurrences  
2 AND the length of the stay in California.

3 **INTERROGATORY NO. 5:**

4 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S AND  
5 WINKLEVOSS COMPANIES' current AND former personal OR real property currently OR  
6 previously located in California.

7 **INTERROGATORY NO. 6:**

8 IDENTIFY ALL contracts AND agreements involving YOU, CONNECTU, OR  
9 WINKLEVOSS COMPANIES in which California law governs AND/OR in which the parties to  
10 the contract OR agreement agreed as to the jurisdiction of California state courts AND/OR United  
11 States federal courts located in California.

12 **INTERROGATORY NO. 7:**

13 IDENTIFY occurrences when YOU, CONNECTU, AND/OR ANY PERSON on YOUR  
14 OR CONNECTU'S behalf, including without limitation, PACIFIC NORTHWEST SOFTWARE,  
15 accessed the website, www.facebook.com, AND the purposes of each access, including without  
16 limitation, ANY COMMUNICATIONS that RELATE TO ANY of the occurrences AND  
17 FACEBOOK user OR registrant accounts OR email addresses used to access the facebook.com  
18 website.

19 **INTERROGATORY NO. 8:**

20 IDENTIFY occurrences when YOU, CONNECTU, AND/OR ANY PERSON on YOUR  
21 OR CONNECTU'S behalf, including without limitation, PACIFIC NORTHWEST SOFTWARE,  
22 distributed emails to email addresses of members OR registrants of FACEBOOK for ANY  
23 reason, including without limitation, to solicit membership OR registration with CONNECTU,  
24 including without limitation, email addresses of PERSONS currently OR formerly located,  
25 residing OR domiciled in California, including without limitation, ANY COMMUNICATIONS  
26 that RELATE TO ANY of the occurrences.

27 **INTERROGATORY NO. 9:**

28 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S AND

1 WINKLEVOSS COMPANIES' licenses OR registrations regarding the ability to do business in  
2 California.

3 **INTERROGATORY NO. 10:**

4 IDENTIFY the first date YOU knew OR believed that FACEBOOK, its servers, facilities,  
5 offices, OR personnel were located in California.

6 **INTERROGATORY NO. 11:**

7 IDENTIFY the services provided through the connectu.com website to USERS, including  
8 without limitation, how the services are provided.

9 **INTERROGATORY NO. 12:**

10 IDENTIFY ALL USERS, including without limitation, their respective email addresses.

11 **INTERROGATORY NO. 13:**

12 IDENTIFY the circumstances surrounding the formation AND maintenance of  
13 CONNECTU as a limited liability company, including without limitation, filings, investments,  
14 COMMUNICATIONS, PERSONS involved, capitalization, directors, officers, attorneys,  
15 investors, AND reasons for the formation, as well as organizational meetings, including without  
16 limitation meetings of directors, officers, board member, AND Members, Managers AND Board  
17 of Managers, as defined in the Limited Liability Company Operating Agreement of ConnectU,  
18 LLC – bates numbers C011285 through 011335.

19 **INTERROGATORY NO. 14:**

20 IDENTIFY current AND former directors, officers, employees, AND agents of  
21 CONNECTU (including without limitation, Members, Managers AND Board of Managers as  
22 defined in the Limited Liability Company Operating Agreement of ConnectU, LLC – bates  
23 numbers C011285 through 011335), HARVARDCONNECTION, AND WINKLEVOSS  
24 COMPANIES, including without limitation, dates in these positions, duties, job descriptions,  
25 authorities, AND responsibilities.

26 **INTERROGATORY NO. 15:**

27 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S OR  
28 WINKLEVOSS COMPANIES' advertising, promotions AND marketing activities directed, at

1 least in part, at California residents.

2 **INTERROGATORY NO. 16:**

3 IDENTIFY ALL of YOUR, CONNECTU'S, HARVARDCONNECTION'S AND  
4 WINKLEVOSS COMPANIES' business relationships with, OR financial interests in, businesses  
5 (including without limitation, Affiliates as defined in Limited Liability Company Operating  
6 Agreement of ConnectU, LLC – bates numbers C011285 through 011335) currently OR formerly  
7 incorporated, licensed, located, based, OR with facilities OR offices located in California,  
8 including without limitation, the nature of each relationship, the IDENTITY of each business,  
9 AND whether each business is incorporated, licensed, located, based OR has facilities OR offices  
10 located in California.

11 **INTERROGATORY NO. 17:**

12 IDENTIFY ALL reasons why defending this lawsuit in California would burden YOU.

13 **INTERROGATORY NO. 18:**

14 IDENTIFY the ownership of CONNECTU, HARVARDCONNECTION AND  
15 WINKLEVOSS COMPANIES, including without limitation, PERSON'S names, amounts they  
16 contributed OR invested, AND their percent ownership OR control (including without limitation,  
17 Capital Contributions, Percent Interest, Equity Units, Non-Equity Units, Voting Units as defined  
18 in the Limited Liability Company Operating Agreement of ConnectU, LLC – bates numbers  
19 C011285 through 011335) on a by-PERSON basis.

20 **INTERROGATORY NO. 19:**

21 IDENTIFY the location of CONNECTU'S AND WINKLEVOSS COMPANIES' offices,  
22 facilities, server/equipment locations.

23 **INTERROGATORY NO. 20:**

24 IDENTIFY ANY Dissociations, as defined in the Limited Liability Company Operating  
25 Agreement of ConnectU, LLC – bates numbers C011285 through 011335, including without  
26 limitation, the PERSON dissociated, the date, AND ANY reasons for each Dissociations.

27 **INTERROGATORY NO. 21:**

28 IDENTIFY ANY Distributions as defined in the Limited Liability Company Operating



1 Agreement of ConnectU, LLC – bates numbers C011285 through 011335, including without  
2 limitation, the dollar amount, the recipient, the reason, AND the date of each Distribution.

3 **INTERROGATORY NO. 22:**

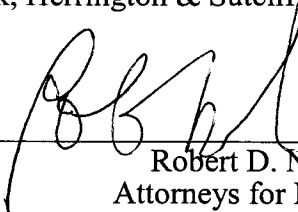
4 IDENTIFY ALL universities, colleges, high schools, AND institutes of higher learning  
5 located in California at which CONNECTU provides OR provided services including without  
6 limitation, access to the connectu.com website, including without limitation University of  
7 California (all campuses), California State University (all campuses), Stanford University, San  
8 Jose State University, Santa Clara University, University of San Francisco, University of  
9 Southern California, University of San Diego, San Diego State University, AND Claremont  
10 Colleges (all campuses), as well as the USERS using email domains (*e.g.*, name@stanford.edu)  
11 from those universities, colleges, high schools, AND institutes of higher learning.

12 **INTERROGATORY NO. 23:**

13 IDENTIFY ALL actions made on behalf of CONNECTU by YOU.

14 Dated: November 3, 2005

Orrick, Herrington & Sutcliffe LLP

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18 Robert D. Nagel  
19 Attorneys for Plaintiff  
20 THEFACEBOOK, INC.  
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