

# EXHIBIT XXII

# **EXHIBIT XXII-A**

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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  
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.

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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  
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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;

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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  
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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

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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:**

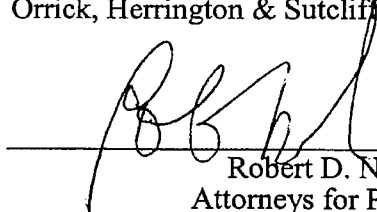
4 IDENTIFY ALL universities, colleges, high schools, AND institutes of higher learning  
5 located in California at which CONNECTU provides OR provided services including without  
6 limitation, access to the connectu.com website, including without limitation University of  
7 California (all campuses), 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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Robert D. Nagel  
Attorneys for Plaintiff  
THEFACEBOOK, INC.

# **EXHIBIT XXII-B**

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7 Tyler Winklevoss, Howard Winklevoss,  
and Divya Narendra  
8

9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SANTA CLARA  
12

13 THE FACEBOOK, INC.  
14 Plaintiff,  
15 v.  
16 CONNECTU LLC, CAMERON WINKLEVOSS,  
TYLER WINKLEVOSS, HOWARD  
17 WINKLEVOSS, DIVYA NARENDRA, AND  
DOES 1-25,  
18 Defendants.  
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CASE NO. 105 CV 047381

**AMENDED RESPONSE OF  
DEFENDANT CAMERON  
WINKLEVOSS TO PLAINTIFF'S  
FIRST SET OF SPECIAL  
INTERROGATORIES (1-23)**

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1 **PROPOUNDING PARTY:** Plaintiff THEFACEBOOK, INC.  
2 **RESPONDING PARTY:** Defendant CAMERON WINKLEVOSS  
3 **SET NO.:** ONE (1)  
4

5 TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

6 The above-named party hereby responds, pursuant to California Code of Civil Procedure  
7 Section 2030.210(a), to the First Set of Special Interrogatories as follows:

8 **GENERAL OBJECTIONS**

9 1. Responding party objects to each interrogatory and to the definitions and instructions to  
10 the extent they seek to impose obligations that are broader than or inconsistent with the California  
11 Code of Civil Procedure and applicable Local Rules or court orders.

12 2. Responding party objects to each interrogatory, and to the definitions and instructions to  
13 the extent they seek the disclosure of information protected by the attorney-client privilege, attorney  
14 work-product doctrine, or any other applicable privilege or protection, as provided by any applicable  
15 law. Responding party does not intend to produce such privileged or protected documents or  
16 information, and the inadvertent disclosure of such is not to be deemed a waiver of any privilege.  
17 Responding party expressly reserves the right to object to the introduction at trial or any other use of  
18 such information that may be inadvertently disclosed. In addition, Responding party objects to the  
19 interrogatories and all definitions and instructions to the extent they seek and/or require Responding  
20 party to produce a privilege log for documents or information falling within the attorney-client  
21 privilege or work-product doctrine, if such documents or information were created after the date that  
22 this lawsuit was filed.

23 3. Responding party objects to each interrogatory and all other definitions and instructions  
24 to the extent they are vague, overly broad, unduly burdensome, exceed the boundaries of  
25 discoverable information, or fail to describe the information sought with the required reasonable  
26 particularity.

27 4. Responding party objects to each interrogatory and all definitions and instructions to the  
28 extent the burden or expense of the proposed discovery outweighs its likely benefit, given the needs

1 of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in  
2 the litigation, and the importance of the proposed discovery in resolving the issues.

3 5. Responding party objects to each interrogatory and all other definitions and instructions  
4 to the extent they seek information that is confidential financial, proprietary, trade secret or other  
5 confidential or competitively sensitive business information relating to Responding party or any  
6 third party. Responding party reserves the right to object that certain information is so confidential  
7 and sensitive that it will not be produced even pursuant to a protective order.

8 6. Responding party objects to each interrogatory and all definitions and instructions to the  
9 extent they seek information not in Responding Party's custody or control.

10 7. Responding party objects to the interrogatory and all other definitions and instructions to  
11 the extent they seek information that is beyond the scope of this litigation, is not relevant, or that  
12 falls outside the parameters of discoverable information under the California Code of Civil  
13 Procedure.

14 8. Responding party has not yet completed its investigation, collection of information,  
15 discovery, and analysis relating to this action. The following response is based on information  
16 known and available to Responding party at this time. Responding party reserves the right to  
17 modify, change, or supplement its response and to produce additional evidence at trial.

18 9. Responding party's agreement to furnish information in response to Plaintiff's  
19 interrogatories shall not be deemed as an admission regarding the relevance of the requested  
20 information, nor is it intended to waive any right to object the admissibility of such at trial.

21 10. Responding party objects to producing at this time documents unrelated to the issue of  
22 personal jurisdiction over the individual Defendants.

23 **OBJECTIONS TO DEFINITIONS**

24 1. Responding party objects to all definitions to the extent they impose burdens on  
25 responding different or greater than those provided in the California Code of Civil Procedure.

26 2. Responding party objects to all definitions to the extent that they are burdensome,  
27 oppressive and unnecessary.

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1 **RESPONSES AND SPECIFIC OBJECTIONS**

2 **INTERROGATORY NO. 7:**

3 Responding Party incorporates his initial response and objections herein to this amended  
4 response. In addition, Responding Party responds as follows: On different occasions, Responding  
5 Party logged onto facebook.com. Responding Party's friends, including Mark Hall and Alexander  
6 Chastain Chapman provided Responding Party with their log-in information for facebook.com and  
7 authorized Responding Party to use this log-in information to access and use the information  
8 provided on facebook.com. Responding Party does not recall the number of times he accessed  
9 facebook.com. The purpose of some of these occasions was to see what information was available  
10 on the site. Responding Party communicated with Tyler Winklevoss, Divya Narendra and Winston  
11 Williams regarding some of the information on facebook.com. Responding Party has no specific  
12 recollection of the details of these communications with Tyler Winklevoss or Divya Narendra.  
13 Responding Party recalls general discussions with Winston Williams regarding how some of the  
14 information on facebook.com could be used.

15  
16 **INTERROGATORY NO. 8:**

17 Responding Party incorporates his initial response and objections herein to this amended  
18 response. In addition, Responding Party responds as follows: E-mails to various e-mail addresses  
19 found on facebook.com were sent to invite these recipients to join connectu. Responding Party was  
20 responsible for the activity that resulted in such invitations to some students and alumni at certain  
21 California schools ("California School Recipients"). Responding Party does not know if these  
22 California School Recipients were "residing or domiciled in California" at the time these e-mails  
23 were sent. Responding Party recalls general discussions with Winston Williams regarding an  
24 automated process for sending invitations to various e-mail addressees found on facebook.com.

25  
26 **INTERROGATORY NO. 11:**

27 Responding Party incorporates his initial response and objections herein to this amended  
28 response. In addition, Responding Party responds as follows: connectu.com is a free networking

1 website for college students, faculty, and alumni. ConnectU provides a platform to connect users at  
2 colleges and universities. Users can interact in order to share information, discuss classes, plan  
3 events, purchase items, and network. The connectu.com website provides an interface where users  
4 have a personal profile where they can upload photographs and provide information about  
5 themselves such as hobbies, sports, political views, music, ethnic background, and general interests,  
6 so that others can search for people having those characteristics. Services include a chat feature,  
7 discussion groups, as well as an address book.

8  
9 **INTERROGATORY NO. 14:**

10 Responding Party incorporates his initial response and objections herein to this amended  
11 response. In addition, Responding Party responds as follows: Members of ConnectU include  
12 Cameron Winklevoss, Tyler Winklevoss, Howard Winklevoss, and Divya Narendra, as set forth in  
13 the Limited Liability Company Operating Agreement recited in the Interrogatory (“Operating  
14 Agreement”) and found at bates numbers C011285 through C011335. These persons have all been  
15 Members since ConnectU was formed. Cameron Winklevoss, Howard Winklevoss, and Maria  
16 Antonelli are Managers of ConnectU and together form the Board of Managers. They have been  
17 Managers since ConnectU was formed. Tyler Winklevoss is a successor Manager of ConnectU as  
18 set forth at section 8.1(c)(2) of the Operating Agreement at bates number C011311. He has been  
19 successor Manager since ConnectU was formed. Members and Managers of ConnectU have the  
20 duties, job descriptions, authorities, and responsibilities set forth in the Operating Agreement. For  
21 example, as set forth at section 8.1(a), each of the Managers “shall have the exclusive right, power  
22 and authority to manage the Business, assets, operation and affairs of the Company, with all rights  
23 and powers and the full power necessary, desirable or convenience to administer and operate the  
24 same for Company purposes, to incur, perform, satisfy and compromise all manner of obligations on  
25 behalf of the Company, and to make all decisions and do all things necessary or desirable in  
26 connection therewith.” In addition to the other duties set forth in the Operating Agreement,  
27 ‘Cameron Winklevoss’ and Tyler Winklevoss’ duties include overseeing the operation of the  
28 connectu.com website, including communicating development activities on the site.

1 **INTERROGATORY NO. 15:**

2           Responding Party incorporates his initial response and objections herein to this amended  
3 response. In addition, Responding Party responds as follows: ConnectU has not conducted any  
4 advertising, promotions and marketing activities specifically directed at California residents.  
5 ConnectU has responded to one individual who may have been a resident of California about  
6 advertising opportunities on the connectu.com site. This email to an individual having a .edu email  
7 address associated with a California-based university was produced at C010664. Responding Party  
8 was involved in specific marketing or advertising activities including the creation of an amazon gift  
9 certificate program, a program allowing advertisers to purchase adspace, participation in google  
10 adwords, and participation in Applestore's linkshare program.

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VERIFICATION

I, Cameron Winklevoss am a defendant in the above titled action. I have read the amended response to Plaintiff's First Set of Interrogatories. I am informed and believed that these responses are true and correct to the best of my knowledge. I declare under penalty of perjury that the foregoing is true and correct and that this verification was executed on the 3 day of March 2006.

  
Cameron Winklevoss

# **EXHIBIT XXII-C**

1 Scott R. Mosko (State Bar No. 106070)  
FINNEGAN, HENDERSON, FARABOW,  
2 GARRETT & DUNNER, L.L.P.  
Stanford Research Park  
3 3300 Hillview Avenue  
Palo Alto, California 94304  
4 Telephone: (650) 849-6600  
Facsimile: (650) 849-6666

5  
6 Attorneys for Defendants  
Connectu LLC, Cameron Winklevoss,  
7 Tyler Winklevoss, Howard Winklevoss,  
and Divya Narendra

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SANTA CLARA

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13 THE FACEBOOK, INC.  
14 Plaintiff,  
15 v.  
16 CONNECTU LLC, CAMERON WINKLEVOSS,  
TYLER WINKLEVOSS, HOWARD  
17 WINKLEVOSS, DIVYA NARENDRA, AND  
DOES 1-25,  
18 Defendants.

CASE NO. 105 CV 047381  
**AMENDED RESPONSE OF  
DEFENDANT TYLER WINKLEVOSS  
TO PLAINTIFF'S FIRST SET OF  
SPECIAL INTERROGATORIES (1-23)**

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1 PROPOUNDING PARTY: Plaintiff THEFACEBOOK, INC.  
2 RESPONDING PARTY: Defendant TYLER WINKLEVOSS  
3 SET NO.: ONE (1)  
4

5 TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

6 The above-named party hereby responds, pursuant to California Code of Civil Procedure  
7 Section 2030.210(a), to the First Set of Special Interrogatories as follows:

8 **GENERAL OBJECTIONS**

9 1. Responding party objects to each interrogatory and to the definitions and instructions to  
10 the extent they seek to impose obligations that are broader than or inconsistent with the California  
11 Code of Civil Procedure and applicable Local Rules or court orders.

12 2. Responding party objects to each interrogatory, and to the definitions and instructions to  
13 the extent they seek the disclosure of information protected by the attorney-client privilege, attorney  
14 work-product doctrine, or any other applicable privilege or protection, as provided by any applicable  
15 law. Responding party does not intend to produce such privileged or protected documents or  
16 information, and the inadvertent disclosure of such is not to be deemed a waiver of any privilege.

17 Responding party expressly reserves the right to object to the introduction at trial or any other use of  
18 such information that may be inadvertently disclosed. In addition, Responding party objects to the  
19 interrogatories and all definitions and instructions to the extent they seek and/or require Responding  
20 party to produce a privilege log for documents or information falling within the attorney-client  
21 privilege or work-product doctrine, if such documents or information were created after the date that  
22 this lawsuit was filed.

23 3. Responding party objects to each interrogatory and all other definitions and instructions  
24 to the extent they are vague, overly broad, unduly burdensome, exceed the boundaries of  
25 discoverable information, or fail to describe the information sought with the required reasonable  
26 particularity.

27 4. Responding party objects to each interrogatory and all definitions and instructions to the  
28 extent the burden or expense of the proposed discovery outweighs its likely benefit, given the needs



1 of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in  
2 the litigation, and the importance of the proposed discovery in resolving the issues.

3 5. Responding party objects to each interrogatory and all other definitions and instructions  
4 to the extent they seek information that is confidential financial, proprietary, trade secret or other  
5 confidential or competitively sensitive business information relating to Responding party or any  
6 third party. Responding party reserves the right to object that certain information is so confidential  
7 and sensitive that it will not be produced even pursuant to a protective order.

8 6. Responding party objects to each interrogatory and all definitions and instructions to the  
9 extent they seek information not in Responding Party's custody or control.

10 7. Responding party objects to the interrogatory and all other definitions and instructions to  
11 the extent they seek information that is beyond the scope of this litigation, is not relevant, or that  
12 falls outside the parameters of discoverable information under the California Code of Civil  
13 Procedure.

14 8. Responding party has not yet completed its investigation, collection of information,  
15 discovery, and analysis relating to this action. The following response is based on information  
16 known and available to Responding party at this time. Responding party reserves the right to  
17 modify, change, or supplement its response and to produce additional evidence at trial.

18 9. Responding party's agreement to furnish information in response to Plaintiff's  
19 interrogatories shall not be deemed as an admission regarding the relevance of the requested  
20 information, nor is it intended to waive any right to object the admissibility of such at trial.

21 10. Responding party objects to producing at this time documents unrelated to the issue of  
22 personal jurisdiction over the individual Defendants.

### 23 OBJECTIONS TO DEFINITIONS

24 1. Responding party objects to all definitions to the extent they impose burdens on  
25 responding different or greater than those provided in the California Code of Civil Procedure.

26 2. Responding party objects to all definitions to the extent that they are burdensome,  
27 oppressive and unnecessary.

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1 **RESPONSES AND SPECIFIC OBJECTIONS**

2 **INTERROGATORY NO. 7:**

3 Responding Party incorporates its initial response and objections herein to this amended  
4 response. In addition, Responding Party responds as follows: On different occasions, Responding  
5 Party logged onto facebook.com. Responding Party was provided with log-in information for  
6 facebook.com and understood that the person who provided this log-in information authorized  
7 Responding Party to use this log-in information to access and use the information provided on  
8 facebook.com. Responding Party does not recall the specific log-in information used at this time.  
9 Responding Party does not recall the number of times he accessed facebook.com. The purpose of  
10 some of these occasions was to see what information was available on the site. Responding Party  
11 communicated with Cameron Winklevoss and Divya Narendra regarding the information accessed  
12 on facebook.com. Responding Party has no specific recollection of the details of these  
13 communications with Cameron Winklevoss or Divya Narendra. Responding Party does not recall  
14 whether he had specific discussions with Winston Williams, but was aware that Mr. Williams was  
15 involved with activities in which information on facebook.com would be used.

16  
17 **INTERROGATORY NO. 8:**

18 Responding Party incorporates his initial response and objections herein to this amended  
19 response. In addition, Responding Party responds as follows: E-mails to various e-mail addresses  
20 found on facebook.com were sent to invite these recipients to join connectu. Responding Party is  
21 aware that invitations were sent to some students and alumni at certain California schools  
22 ("California School Recipients"). Responding Party does not know if these California School  
23 Recipients were "residing or domiciled in California" at the time these e-mails were sent.  
24 Responding Party does not recall whether he had any specific involvement in e-mails sent to  
25 California School Recipients. Responding Party was generally aware that Winston Williams was  
26 involved in setting up an automated process for sending invitations to various e-mail addressees  
27 found on facebook.com.

1 **INTERROGATORY NO. 11:**

2 Responding Party incorporates his initial response and objections herein to this amended  
3 response. In addition, Responding Party responds as follows: connectu.com is a free networking  
4 website for college students, faculty, and alumni. ConnectU provides a platform to connect users at  
5 colleges and universities. Users can interact in order to share information, discuss classes, plan  
6 events, purchase items, and network. The connectu.com website provides an interface where users  
7 have a personal profile where they can upload photographs and provide information about  
8 themselves such as hobbies, sports, political views, music, ethnic background, and general interests,  
9 so that others can search for people having those characteristics. Services include a chat feature,  
10 discussion groups, as well as an address book.

11  
12 **INTERROGATORY NO. 14:**

13 Responding Party incorporates his initial response and objections herein to this amended  
14 response. In addition, Responding Party responds as follows: Members of ConnectU include  
15 Cameron Winklevoss, Tyler Winklevoss, Howard Winklevoss, and Divya Narendra, as set forth in  
16 the Limited Liability Company Operating Agreement recited in the Interrogatory (“Operating  
17 Agreement”) and found at bates numbers C011285 through C011335. These persons have all been  
18 Members since ConnectU was formed. Cameron Winklevoss, Howard Winklevoss, and Maria  
19 Antonelli are Managers of ConnectU and together form the Board of Managers. They have been  
20 Managers since ConnectU was formed. Tyler Winklevoss is a successor Manager of ConnectU as  
21 set forth at section 8.1(c)(2) of the Operating Agreement at bates number C011311. He has been  
22 successor Manager since ConnectU was formed. Members and Managers of ConnectU have the  
23 duties, job descriptions, authorities, and responsibilities set forth in the Operating Agreement. For  
24 example, as set forth at section 8.1(a), each of the Managers “shall have the exclusive right, power  
25 and authority to manage the Business, assets, operation and affairs of the Company, with all rights  
26 and powers and the full power necessary, desirable or convenience to administer and operate the  
27 same for Company purposes, to incur, perform, satisfy and compromise all manner of obligations on  
28 behalf of the Company, and to make all decisions and do all things necessary or desirable in

1 connection therewith.” In addition to the other duties set forth in the Operating Agreement,  
2 ‘Cameron Winklevoss’ and Tyler Winklevoss’ duties include overseeing the operation of the  
3 connectu.com website, including communicating development activities on the site.

4 **INTERROGATORY NO. 15:**

5         Responding Party incorporates his initial response and objections herein to this amended  
6 response. In addition, Responding Party responds as follows: ConnectU has not conducted any  
7 advertising, promotions and marketing activities specifically directed at California residents.  
8 ConnectU has responded to one individual who may have been a resident of California about  
9 advertising opportunities on the connectu.com site. This email to an individual having a .edu email  
10 address associated with a California-based university was produced at C010664. Responding Party  
11 is aware of specific marketing or advertising activities including the creation of an amazon gift  
12 certificate program, a program allowing advertisers to purchase adspace, participation in google  
13 adwords, and participation in Applestore’s linkshare program.

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VERIFICATION

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I, Tyler Winklevoss am a defendant in the above titled action. I have read the amended responses to Plaintiff's First Set of Interrogatories. I am informed and believed that these responses are true and correct to the best of my knowledge. I declare under penalty of perjury that the foregoing is true and correct and that this verification was executed on the 5<sup>th</sup> day of March 2006.

  
Tyler Winklevoss

# **EXHIBIT XXII-D**

1 Scott R. Mosko (State Bar No. 106070)  
FINNEGAN, HENDERSON, FARABOW,  
2 GARRETT & DUNNER, L.L.P.  
Stanford Research Park  
3 3300 Hillview Avenue  
Palo Alto, California 94304  
4 Telephone: (650) 849-6600  
Facsimile: (650) 849-6666  
5

6 Attorneys for Defendants  
Connectu LLC, Cameron Winklevoss,  
7 Tyler Winklevoss, Howard Winklevoss,  
and Divya Narendra  
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9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF SANTA CLARA  
12

13 THE FACEBOOK, INC.

14 Plaintiff,

15 v.

16 CONNECTU LLC, CAMERON WINKLEVOSS,  
~~TYLER WINKLEVOSS, HOWARD~~  
17 WINKLEVOSS, DIVYA NARENDRA, AND  
DOES 1-25,

18 Defendants.  
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CASE NO. 105 CV 047381

**AMENDED RESPONSE OF  
DEFENDANT DIVYA NARENDRA TO  
PLAINTIFF'S FIRST SET OF  
SPECIAL INTERROGATORIES (1-23)**



1 PROPOUNDING PARTY: Plaintiff THEFACEBOOK, INC.

2 RESPONDING PARTY: Defendant DIVYA NARENDRA

3 SET NO.: ONE (1)

4

5 TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

6 The above-named party hereby responds, pursuant to California Code of Civil Procedure  
7 Section 2030.210(a), to the First Set of Special Interrogatories as follows:

8 **GENERAL OBJECTIONS**

9 1. Responding party objects to each interrogatory and to the definitions and instructions to  
10 the extent they seek to impose obligations that are broader than or inconsistent with the California  
11 Code of Civil Procedure and applicable Local Rules or court orders.

12 2. Responding party objects to each interrogatory, and to the definitions and instructions to  
13 the extent they seek the disclosure of information protected by the attorney-client privilege, attorney  
14 work-product doctrine, or any other applicable privilege or protection, as provided by any applicable  
15 law. Responding party does not intend to produce such privileged or protected documents or  
16 information, and the inadvertent disclosure of such is not to be deemed a waiver of any privilege.  
17 Responding party expressly reserves the right to object to the introduction at trial or any other use of  
18 such information that may be inadvertently disclosed. In addition, Responding party objects to the  
19 interrogatories and all definitions and instructions to the extent they seek and/or require Responding  
20 party to produce a privilege log for documents or information falling within the attorney-client  
21 privilege or work-product doctrine, if such documents or information were created after the date that  
22 this lawsuit was filed.

23 3. Responding party objects to each interrogatory and all other definitions and instructions  
24 to the extent they are vague, overly broad, unduly burdensome, exceed the boundaries of  
25 discoverable information, or fail to describe the information sought with the required reasonable  
26 particularity.

27 4. Responding party objects to each interrogatory and all definitions and instructions to the  
28 extent the burden or expense of the proposed discovery outweighs its likely benefit, given the needs

1 of the case, the amount in controversy, the parties' resources, the importance of the issues at stake in  
2 the litigation, and the importance of the proposed discovery in resolving the issues.

3 5. Responding party objects to each interrogatory and all other definitions and instructions  
4 to the extent they seek information that is confidential financial, proprietary, trade secret or other  
5 confidential or competitively sensitive business information relating to Responding party or any  
6 third party. Responding party reserves the right to object that certain information is so confidential  
7 and sensitive that it will not be produced even pursuant to a protective order.

8 6. Responding party objects to each interrogatory and all definitions and instructions to the  
9 extent they seek information not in Responding Party's custody or control.

10 7. Responding party objects to the interrogatory and all other definitions and instructions to  
11 the extent they seek information that is beyond the scope of this litigation, is not relevant, or that  
12 falls outside the parameters of discoverable information under the California Code of Civil  
13 Procedure.

14 8. Responding party has not yet completed its investigation, collection of information,  
15 discovery, and analysis relating to this action. The following response is based on information  
16 known and available to Responding party at this time. Responding party reserves the right to  
17 modify, change, or supplement its response and to produce additional evidence at trial.

18 9. Responding party's agreement to furnish information in response to Plaintiff's  
19 interrogatories shall not be deemed as an admission regarding the relevance of the requested  
20 information, nor is it intended to waive any right to object the admissibility of such at trial.

21 10. Responding party objects to producing at this time documents unrelated to the issue of  
22 personal jurisdiction over the individual Defendants.

### 23 **OBJECTIONS TO DEFINITIONS**

24 1. Responding party objects to all definitions to the extent they impose burdens on  
25 responding different or greater than those provided in the California Code of Civil Procedure.

26 2. Responding party objects to all definitions to the extent that they are burdensome,  
27 oppressive and unnecessary.

28



1 **RESPONSES AND SPECIFIC OBJECTIONS**

2 **INTERROGATORY NO. 7:**

3 Responding Party incorporates its initial response and objections herein to this amended  
4 response. In addition, Responding Party responds as follows: On different occasions, Responding  
5 Party logged onto facebook.com. Responding Party was provided with log-in information for  
6 facebook.com and understood that the person who provided this log-in information authorized  
7 Responding Party to use this log-in information to access and use the information provided on  
8 facebook.com. Responding Party does not recall the specific log-in information used at this time.  
9 Responding Party does not recall the number of times he accessed facebook.com. The purpose of  
10 some of these occasions was to see what information was available on the site. Responding Party  
11 communicated with Cameron Winklevoss and Tyler Winklevoss regarding the information accessed  
12 on facebook.com. Responding Party has no specific recollection of the details of these  
13 communications with Cameron Winklevoss or Tyler Winklevoss.

14 **INTERROGATORY NO. 8:**

15 Responding Party incorporates his initial response and objections herein to this amended  
16 response. In addition, Responding Party responds as follows: While Responding Party is aware that  
17 E-mails to various e-mail addresses found on facebook.com were sent to invite these recipients to  
18 join connectu, Responding Party had no involvement in e-mails sent to students or alumni at  
19 California schools.

20 **INTERROGATORY NO. 11:**

21 Responding Party incorporates his initial response and objections herein to this amended  
22 response. In addition, Responding Party responds as follows: connectu.com is a free networking  
23 website for college students, faculty, and alumni. ConnectU provides a platform to connect users at  
24 colleges and universities. Users can interact in order to share information, discuss classes, plan  
25 events, purchase items, and network. The connectu.com website provides an interface where users  
26 have a personal profile where they can upload photographs and provide information about  
27 themselves such as hobbies, sports, political views, music, ethnic background, and general interests,

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1 so that others can search for people having those characteristics. Services include a chat feature,  
2 discussion groups, as well as an address book.

3 **INTERROGATORY NO. 14:**

4 Responding Party incorporates his initial response and objections herein to this amended  
5 response. In addition, Responding Party responds as follows: Members of ConnectU include  
6 Cameron Winklevoss, Tyler Winklevoss, Howard Winklevoss, and Divya Narendra, as set forth in  
7 the Limited Liability Company Operating Agreement recited in the Interrogatory ("Operating  
8 Agreement") and found at bates numbers C011285 through C011335. These persons have all been  
9 Members since ConnectU was formed. Cameron Winklevoss, Howard Winklevoss, and Maria  
10 Antonelli are Managers of ConnectU and together form the Board of Managers. They have been  
11 Managers since ConnectU was formed. Tyler Winklevoss is a successor Manager of ConnectU as  
12 set forth at section 8.1(c)(2) of the Operating Agreement at bates number C011311. He has been  
13 successor Manager since ConnectU was formed. Members and Managers of ConnectU have the  
14 duties, job descriptions, authorities, and responsibilities set forth in the Operating Agreement. For  
15 example, as set forth at section 8.1(a), each of the Managers "shall have the exclusive right, power  
16 and authority to manage the Business, assets, operation and affairs of the Company, with all rights  
17 and powers and the full power necessary, desirable or convenience to administer and operate the  
18 same for Company purposes, to incur, perform, satisfy and compromise all manner of obligations on  
19 behalf of the Company, and to make all decisions and do all things necessary or desirable in  
20 connection therewith." In addition to the other duties set forth in the Operating Agreement,  
21 Cameron Winklevoss' and Tyler Winklevoss' duties include overseeing the operation of the  
22 connectu.com website, including communicating development activities on the site.

23 **INTERROGATORY NO. 15:**

24 Responding Party incorporates his initial response and objections herein to this amended  
25 response. In addition, Responding Party responds as follows: ConnectU has not conducted any  
26 advertising, promotions and marketing activities specifically directed at California residents.  
27 ConnectU has responded to one individual who may have been a resident of California about  
28 advertising opportunities on the connectu.com site. This email to an individual having a .edu email


1 address associated with a California-based university was produced at C010664. Responding Party  
2 is aware of specific marketing or advertising activities including the creation of an amazon gift  
3 certificate program, a program allowing advertisers to purchase adspace, participation in google  
4 adwords, and participation in Applestore's linkshare program.

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**VERIFICATION**

I, Divya Narendra am a defendant in the above titled action. I have read the amended responses to Plaintiff's First Set of Interrogatories. I am informed and believe that these responses are true and correct to the best of my knowledge. I declare under penalty of perjury that the foregoing is true and correct and that this verification was executed on the 7 day of March 2006.

  
\_\_\_\_\_  
Divya Narendra