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 12 and Divya Narendra

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 14 COUNTY OF SANTA CLARA

15 THE FACEBOOK, INC.

16 Plaintiff,

17 v.

18 CONNECTU LLC, CAMERON WINKLEVOSS,
 19 TYLER WINKLEVOSS, HOWARD
 20 WINKLEVOSS, DIVYA NARENDRA, AND
 21 DOES 1-25,

22 Defendants.

23 CASE NO. 105 CV 047381

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

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 3. Responding party objects to the definition of “ConnectU” as overly oppressive,
2 burdensome, and effectively creating a subpart, compound and/or complex interrogatory. When the
3 word “ConnectU” is used in an interrogatory, Responding party shall assume it means only the
4 limited liability company entitled ConnectU L.L.C.

5 4. Responding party objects to the definition of “Harvardconnection”, as vague,
6 uncertain and overbroad. When the word Harvardconnection is used in an interrogatory,
7 Responding party shall assume it means only the unincorporated entity once called
8 “Harvardconnection”.

9 5. Responding party objects to the definition of “Facebook” as vague, uncertain,
10 overbroad and unintelligible. When the word Facebook is used in an interrogatory, Responding
11 party shall assume it means only the entity identified in the complaint.

12 6. Responding party objects to the definition of “Winklevoss Companies” as vague,
13 overbroad, oppressive, and burdensome.

14 7. Responding party objects to the phrase “Pacific Northwest Software” as uncertain,
15 overbroad and unintelligible. When the phrase “Pacific Northwest Software” is used in an
16 interrogatory, Responding party will assume it means an entity providing certain software.

17 **OBJECTIONS TO INSTRUCTIONS**

18 1. Responding party objects to Instruction No. 1 as beyond the scope of the California
19 Code of Civil Procedure.

20 2. Responding party objects to Instruction Nos. 2, 3, 4, and 5 as compound, complex
21 and creating subpart interrogatories.

22 3. Responding party objects to Instruction Nos. 7, and 8 as compound, complex, and
23 creating subpart interrogatories.

24 4. Responding party objects to Instruction No. 10 as compound, complex, and creating
25 subpart interrogatories.

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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.

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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.

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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.

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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 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 3 day of March 2006.



Cameron Winklevoss