

# **EXHIBIT OO**

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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  
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

19 Defendants.  
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CASE NO. 105 CV 047381

**RESPONSE OF DEFENDANT  
CONNECTU LLC TO FORM  
INTERROGATORIES**

1 **PROPOUNDING PARTY:** Plaintiff THEFACEBOOK, INC.

2 **RESPONDING PARTY:** Defendant CONNECTU LLC

3 **SET NO.:** ONE (1)

4 TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

5 The above-named party hereby responds, pursuant to California Code of Civil Procedure  
6 Section 2030, to the form interrogatories as follows:

7 **PREFATORY STATEMENT**

8 It should be noted that this responding party has not fully completed its investigation of the  
9 facts relating to this case, has not completed discovery, and has not completed its preparation for  
10 trial.

11 All of the responses contained herein are based only upon such information and documents  
12 as are presently available to and specifically known to this responding party and disclose only those  
13 contentions which presently occur to such responding party.

14 It is anticipated that further discovery, independent investigation, legal research, and analysis  
15 will supply additional facts and add meaning to known facts, as well as establish entirely new factual  
16 conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and  
17 variations from the contentions herein set forth.

18 The following responses are given without prejudice to responding party's right to produce  
19 evidence of any subsequently discovery fact or facts which this responding party may later recall.  
20 Responding party accordingly reserves the right to change any and all answers herein as additional  
21 facts are ascertained, analyses are made, legal research is completed, and contentions are made. The  
22 responses contained herein are made in a good faith effort to supply as much factual information and  
23 as much specification of legal contentions as are presently known, but should in no way be to the  
24 prejudice of this responding party in relation to further discovery, research, or analysis.

25 **RESPONSE TO FORM INTERROGATORIES**

26 **Response to 1.1**

27 Cameron Winklevoss prepared the responses to these interrogatories.  
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1 **Response to 2.1**

2 Not applicable as ConnectU is not an individual.

3 **Response to 2.2**

4 Not applicable as ConnectU is not an individual.

5 **Response to 2.3**

6 Not applicable as ConnectU is not an individual. Also not applicable as there was no  
7 "unauthorized access of the Facebook's data".

8 **Response to 2.4**

9 Not applicable as ConnectU is not an individual. Also not applicable as there was no  
"unauthorized access of the Facebook's data".

10 **Response to 2.5**

11 Not applicable as ConnectU is not an individual.

12 **Response to 2.6**

13 Not applicable as ConnectU is not an individual. Also, not applicable as there was no  
14 "unauthorized access of the Facebook's data".

15 **Response to 2.7**

16 Not applicable as ConnectU is not an individual.

17 **Response to 2.8**

18 Not applicable as ConnectU is not an individual.

19 **Response to 2.11**

20 Not applicable as there was no "unauthorized access of the Facebook's data".

21 **Response to 2.12**

22 Not applicable as there was no "unauthorized access of the Facebook's data".

23 **Response to 3.1**

24 See Exhibit A to the declaration of Cameron Winklevoss, filed on October 25, 2005.

25 **Response to 3.2**

26 See Exhibit A to the declaration of Cameron Winklevoss, filed on October 25, 2005.

27 **Response to 3.3**

28 See Exhibit A to the declaration of Cameron Winklevoss, filed on October 25, 2005.

1 **Response to 3.4**

2 See Exhibit A to the declaration of Camcron Winklevoss, filed on October 25, 2005.

3 **Response to 3.5**

4 See Exhibit A to the declaration of Cameron Winklevoss, filed on October 25, 2005.

5 **Response to 3.6**

6 No.

7 **Response to 3.7**

8 No.

9 **Response to 4.1**

10 Not applicable as there was no "unauthorized access of the Facebook's data".

11 **Response to 4.2**

12 Not applicable as there was no "unauthorized access of the Facebook's data".

13 **Response to 8.2**

14 Not applicable as there was no "unauthorized access of the Facebook's data".

15 **Response to 8.3**

16 Not applicable as there was no "unauthorized access of the Facebook's data".

17 **Response to 8.4**

18 Not applicable as there was no "unauthorized access of the Facebook's data".

19 **Response to 11.1**

20 Not applicable as there was no "unauthorized access of the Facebook's data".

21 **Response to 12.1**

22 Not applicable as there was no "unauthorized access of the Facebook's data".

23 **Response to 12.2**

24 Not applicable as there was no "unauthorized access of the Facebook's data".

25 **Response to 12.3**

26 Not applicable as there was no "unauthorized access of the Facebook's data"

27 **Response to 12.4**

28 Not applicable as there was no "unauthorized access of the Facebook's data".

1 **Response to 12.5**

2 Not applicable as there was no "unauthorized access of the Facebook's data".

3 **Response to 12.6**

4 Not applicable as there was no "unauthorized access of the Facebook's data".

5 **Response to 12.7**

6 Not applicable as there was no "unauthorized access of the Facebook's data".

7 **Response to 13.1**

8 Not applicable as there was no "unauthorized access of the Facebook's data".

9 **Response to 13.2**

10 Not applicable as there was no "unauthorized access of the Facebook's data".

11 **Response to 15.1**

12 Not applicable. A demurrer and motion to quash was filed.

13 **Response to 16.1**

14 Not applicable as there was no "unauthorized access of the Facebook's data." See  
15 ConnectU's demurrer, filed on October 25, 2005.

16 **Response to 16.2**

17 Not applicable as there was no "unauthorized access of the Facebook's data." See  
18 ConnectU's demurrer, filed on October 25, 2005.

19 **Response to 16.3**

20 Not applicable as there was no "unauthorized access of the Facebook's data."

21 **Response to 16.6**

22 Not applicable as there was no "unauthorized access of the Facebook's data."

23 **Response to 16.7**

24 Not applicable as there was no "unauthorized access of the Facebook's data."

25 **Response to 16.8**

26 Not applicable as there was no "unauthorized access of the Facebook's data."

27 **Response to 16.9**

28 Not applicable as there was no "unauthorized access of the Facebook's data."

1 **Response to 17.1**

2       Regarding Request No. 1, ConnectU does not have does not have a FACEBOOK individual  
3 member ID.

4       Regarding Request No. 2, ConnectU has no way of knowing how information was placed on  
5 FACEBOOK's website, including whether email addresses on FACEBOOK had been "previously  
6 registered".

7       Regarding Request No. 3, Although ConnectU learned that various colleges and universities  
8 were referenced on FACEBOOK's website after visiting the site, it could not have had the purpose  
9 of identifying such colleges or universities before visiting the site. ConnectU has no recollection  
10 whether "the purpose" of any visits to the site was to identify colleges and universities.

11       Regarding Request No. 6, ConnectU cannot speculate about what others intended.  
12 ConnectU's access to FACEBOOK was authorized.

13       Regarding Request No. 8, members of ConnectU have offered or requested at times that  
14 CONNECTU use or obtain email addresses from FACEBOOK to invite their friends on  
15 FACEBOOK's website to join ConnectU.

16       Regarding Request No. 9, members of ConnectU have offered or requested at times for email  
17 addresses of individuals to invite them to join ConnectU.

18       Regarding Request No. 10, ConnectU understands the word "data" as used in the context of  
19 the Request to mean non-public information that FACEBOOK generated and maintained in a  
20 manner that allowed its owner a reasonable expectation that it would be private or proprietary.  
21 ConnectU did not download any such data from FACEBOOK's website.

22       Regarding Request No. 11, this Request assumes "solicitations" occurred. They did not. See  
23 ConnectU's discussion of Request Nos. 8 and 9, above.

24       Regarding Request No. 12, ConnectU retained Pacific Northwest Software for the purpose of  
25 developing and furthering the ConnectU website.

26       Regarding Request No. 13, ConnectU retained Winston Williams for the purpose of  
27 developing and furthering the ConnectU website.

28       Regarding Request No. 14, this Request assumes solicitations occurred. They did not. See  
ConnectU's discussion of Request Nos. 8 and 9, above.

      Regarding Request No. 15, ConnectU had no such intent.

      Regarding Request No. 16, ConnectU does not recall if FACEBOOK's website included  
terms of use.

      Regarding Request No. 17, ConnectU does not recall if FACEBOOK's website included  
terms of use, or if it did, what those terms were.

      Regarding Request No. 18, ConnectU does not recall if FACEBOOK's website included  
terms of use, or if it did, what those terms were. ConnectU never agreed to be bound by any terms  
of use.

      Regarding Request No. 19, see ConnectU's discussion of Request No. 17 and 18, above.

      Regarding Request No. 20, see ConnectU's discussion of Request No. 17 and 18, above.

1           Regarding Request No. 21, see ConnectU's discussion of Request No. 17 and 18, above.

2           Regarding Request No. 22, ConnectU does not currently use a data-import program called  
3 "Social Butterfly".

4           Regarding Request No. 23, ConnectU cannot speculate what the specific purposes of Social  
5 Butterfly were when the software was developed. Further ConnectU is unaware of users "who  
6 want[ed] to switch to ConnectU from other social networking sites.

7           Regarding Request No. 24, ConnectU does not understand what is meant by "in conjunction  
8 with Social Butterfly". At certain times, members of ConnectU have requested that ConnectU invite  
9 their friends who may be visitors of other social networking sites to join ConnectU. At times,  
10 ConnectU has used the Social Butterfly software to effect the requests of its members.

11           Regarding Request No. 25, see ConnectU's discussion of Request No. 17 and 18. See also  
12 ConnectU's Demurrer, filed on October 25, 2005.

13           **Response to 50.3**

14           Responding party does not understand that there is an agreement alleged in the Plaintiff's  
15 complaint.

16           **Response to 50.4**

17           Responding party does not understand that there is an agreement alleged in the Plaintiff's  
18 complaint.

19           **Response to 50.5**

20           Responding party does not understand that there is an agreement alleged in the Plaintiff's  
21 complaint.

22           **Response to 50.6**

23           Responding party does not understand that there is an agreement alleged in the Plaintiff's  
24 complaint.

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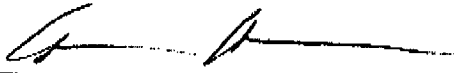


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I, CAMERON WINKLEVOSS on behalf of CONNECTU LLC under penalty of perjury under the laws of the State of California, state as follows:

- 1. That I am an officer of ConnectU LLC.
- 2. That ConnectU LLC, is one of the defendants in the above-entitled action;
- 3. That I have read the foregoing *and TO first set of REQUESTS FOR ADMISSIONS* RESPONSE OF DEFENDANT CONNECTU LLC TO FORM INTERROGATORIES, and know the contents thereof; and that I am informed and believe and thereon state that the matters stated therein are true.

Executed on the 30 day of October, 2005, at 7:25 PM.

  
Cameron Winklevoss, \_\_\_\_\_