

Exhibit B

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10 THE FACEBOOK, INC. and MARK ZUCKERBERG

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN JOSE DIVISION

14
15 THE FACEBOOK, INC. and MARK
ZUCKERBERG,

16 Plaintiffs,

17 v.

18 CONNECTU, INC. (formerly known as
19 CONNECTU, LLC), PACIFIC
20 NORTHWEST SOFTWARE, INC.,
WINSTON WILLIAMS, and WAYNE
21 CHANG,

22 Defendants.

Case No. 5:07-CV-01389-JW

[PROPOSED] JUDGMENT

1 On June 23, 2008, Plaintiffs Facebook, Inc. and Mark Zuckerberg’s Confidential Motion
2 to enforce the Term Sheet & Settlement Agreement attached in redacted form as “Exhibit A” to
3 this Judgment came on for hearing before this Court.

4 The Court having adjudicated the issues raised in Plaintiffs’ Motion (Dkt. 329) and Reply
5 (Dkt. 420), as well as Defendant ConnectU’s Opposition (Dkt. 407), Sur-Reply (Dkt. 438) and
6 Additional Authorities (Dkt. 454), and the affidavits and declarations filed therewith:

7 It is hereby ORDERED, ADJUDGED, AND DECREED that Plaintiffs’ Motion to
8 Enforce the Parties’ Settlement Agreement is GRANTED, as follows:

- 9 1. Within five (5) court days after this Judgment becomes final and non-appealable:
 - 10 a. The Parties shall take the actions required of them by Exhibit A;
 - 11 b. ConnectU’s shareholders shall deliver to Facebook, Inc., the certificates
12 representing said shareholders’ ConnectU stock, endorsed for transfer;
 - 13 c. Facebook, Inc. shall deposit an amount of cash equal to the maximum
14 claim asserted under the Attorneys’ Lien filed by Quinn Emanuel Urquhart
15 Oliver & Hedges, LLP into an escrow account established, paid for and
16 maintained by Cameron Winklevoss, Tyler Winklevoss and Divya
17 Narendra. The funds shall remain in escrow until the Attorneys’ Lien is
18 resolved by agreement or pursuant to Court Order allocating the proceeds.
 - 19 d. Facebook, Inc. shall wire transfer the remaining cash; and shall issue and
20 deliver certificates for shares of Facebook, Inc. common stock, in
21 negotiable certificate form bearing only the legend set forth in “Exhibit B”
22 to this Judgment, in the total amount specified in the unredacted version of
23 Exhibit A. The allocation of such remaining cash and Facebook, Inc.
24 common stock shall be as directed by ConnectU’s individual shareholders.
25 Upon the wire transfer by Facebook, Inc. of cash and issuance of stock
26 certificates as provided herein, Facebook, Inc. will have no further cash or
27 stock payment obligations to Cameron Winklevoss, Tyler Winklevoss,
28 Howard Winklevoss or Divya Narendra.

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2. If any Party appeals from this Judgment, the Parties shall seek expedited consideration by the appellate courts.

3. The Court shall retain jurisdiction to enforce this Judgment.

Date: _____

Honorable James Ware
United States District Judge
Northern District of California

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EXHIBIT A

**[ATTACH REDACTED COPY OF HANDWRITTEN TERM SHEET & SETTLEMENT
AGREEMENT]**

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EXHIBIT B

The following legend shall appear on certificates of Facebook, Inc. common stock issued pursuant to this Judgment:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER SUCH ACT OR AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED, OR UNLESS SOLD PURSUANT TO RULE 144 OF SUCH ACT.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN AGREEMENT WITH REGARD TO THE VOTING OF SUCH SHARES, AS PROVIDED IN THAT CERTAIN TERM SHEET & SETTLEMENT AGREEMENT PURSUANT TO WHICH SUCH SHARES WERE ORIGINALLY ISSUED. THE HOLDERS OF SUCH SHARES ARE ENTITLED TO THE SAME ANTI-DILUTION RIGHTS AFFORDED THE ISSUER'S SERIES D PREFERRED STOCK, AS PROVIDED IN SUCH TERM SHEET & SETTLEMENT AGREEMENT. A COPY OF SUCH TERM SHEET & SETTLEMENT AGREEMENT IS ON FILE IN THE OFFICE OF THE SECRETARY OF THE ISSUER.