

1 Steven C. Holtzman (State Bar No. 144177)  
 sholtzmann@bsflp.com  
 2 BOIES SCHILLER & FLEXNER LLP  
 1999 Harrison Street, Suite 900  
 3 Oakland, California 94612  
 Telephone: (510) 874-1000  
 4 Facsimile: (510) 874-1460

5 D. Michael Underhill (*pro hac vice*)  
 munderhill@bsflp.com  
 6 5301 Wisconsin Avenue, N.W.  
 Washington, D.C. 20015  
 7 Telephone: (202) 237-2727  
 Facsimile: (202) 237-6131

8 Scott R. Mosko (State Bar No. 106070)  
 scott.mosko@finnegan.com  
 9 FINNEGAN, HENDERSON, FARABOW,  
 10 GARRETT & DUNNER, L.L.P.  
 Stanford Research Park  
 11 3300 Hillview Avenue  
 Palo Alto, California 94304  
 12 Telephone: (650) 849-6600  
 Facsimile: (650) 849-6666

13 Attorneys for CAMERON WINKLEVOSS,  
 14 TYLER WINKLEVOSS, and DIVYA NARENDRA  
 (the "Founders")

16 UNITED STATES DISTRICT COURT  
 17 NORTHERN DISTRICT OF CALIFORNIA  
 18 SAN JOSE DIVISION

20 THE FACEBOOK, INC. and  
 MARK ZUCKERBERG,  
 21  
 22 Plaintiffs,  
 v.

23 CONNECTU, INC. (formerly known as  
 24 CONNECTU, LLC), PACIFIC NORTHWEST  
 SOFTWARE, INC., WINSTON WILLIAMS,  
 25 and WAYNE CHANG,  
 26 Defendants.

**Case No. 5:07-CV-01389-JW**  
**FOUNDERS' RESPONSE TO**  
**COURT'S REQUEST AT**  
**AUGUST 17, 2009 HEARING**  
**CONCERNING CONNECTU DEBT**

1 Pursuant to the Court’s direction at the hearing on August 17, 2009, the Founders submit  
2 additional information concerning debt that the Founders and Howard Winklevoss are owed by  
3 ConnectU, Inc. (“ConnectU”).

4 ConnectU executed promissory notes from time to time between March 24, 2005, and August  
5 4, 2008, to cover amounts advanced by Tyler, Cameron and Howard Winklevoss to pay expenses  
6 incurred by ConnectU. The notes bore interest at the prime rate as of the payment date. The total  
7 amounts due with interest through December 15, 2008 are as follows:

8		
9	Tyler Winklevoss	\$ 858,962
	Cameron Winklevoss	\$ 858,962
10	Howard Winklevoss	<u>\$6,522,448</u>
	Total	<u>\$8,240,372</u>
11		

12 None of the three law firms whose disqualification is at issue had any role in the creation or  
13 execution of the notes, nor have they ever represented in the past, or will represent in the future, the  
14 Founders or Howard Winklevoss with respect to any efforts to collect or enforce the notes.

15 In any event, the Notes do not create adversity between new ConnectU and the Founders. The  
16 Term Sheet that is the subject of this litigation provided for broad releases and for each side to pay its  
17 own legal fees such that, if the Term Sheet is ultimately upheld on appeal and enforced by the Ninth  
18 Circuit, it would eliminate the debts created by the Notes and preclude any collection efforts against  
19 new ConnectU by the Founders and Howard Winklevoss. The Notes could only be collected from  
20 ConnectU if the Founders are successful on appeal, the Term Sheet is set aside, and ConnectU is  
21 returned to the Founders.<sup>1</sup> For these and the other reasons argued to the Court, the Founders and  
22 counsel do not believe that the debt is relevant to disqualification.

23  
24  
25  
26  
27 <sup>1</sup> ConnectU’s attempts to get mileage out of the Founders’ counsel’s demands that Facebook preserve  
28 ConnectU’s legal claim against Facebook are misplaced. Preservation of ConnectU’s assets will  
enhance the noteholders’ ability to collect the debt if the Founders’ appeal is successful. If the appeal  
is unsuccessful, Facebook will be free to do whatever it wants with ConnectU.

