

EXHIBIT 3

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October 25, 2011

By EMAIL AND FACSIMILE

Sean F. O'Shea
Michael E. Petrella
O'Shea Partners LLP
521 Fifth Avenue, 25th Floor
New York, NY 10175

Re: Chang v. Cameron Winklevoss et al.,
Civil Action No. 09-5397-BLS1 (Suffolk Sup. Ct.)

Dear Sean and Michael:

We are writing concerning the Administrative Request of Cameron Winklevoss, Tyler Winklevoss and Divya Narendra for Permission to: (1) File a Partially-Sealed Administrative Request to Pay Lienholders and Complete the Exchange of Consideration Pursuant to Civil L.R. 79-5(c); (2) File an Oversized Brief in Support of Said Request; and (3) File the Supporting Declaration of Tyler Meade and the Exhibits Thereto Under Seal Pursuant to Civil L.R. 79-5(b), filed yesterday in *The Facebook, Inc. v. ConnectU LLC et al.*, Civil Action No. 07-01389-JW(N.D.Cal.)(the "Administrative Request").

The Administrative Request appears to seek leave to file, under seal, a request that the District Court for the Northern District of California permit the Defendants to take possession of the settlement proceeds of the Facebook litigation being held by Boise, Schiller & Flexner LLP. As you know, those funds are the subject of the above-referenced litigation and the claims asserted by Wayne Chang. At the January 24, 2011 hearing before Judge Lauriat, you expressly represented to the Court that those funds would not be distributed until Chang's claims are resolved:

THE COURT: I take it they [the settlement proceeds] wouldn't be distributed until this claim was then resolved?

MR. O'SHEA: Well, that's correct, your Honor.

Sean F. O'Shea and Michael E. Petrella
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Hearing Before Hon. Peter J. Lauriat, Suffolk Superior Court, January 24, 2011 ("Hearing Transcript"), 11:15 – 11:24 (Exhibit A hereto).

Later in the hearing, Chang's counsel confirmed the Defendants' position that the funds would be held until this case is resolved:

MR. ROSE: I'm very glad to hear Mr. O'Shea say today that they will not do anything with those assets until this case is resolved.

Hearing Transcript at 24:13 – 24:16.

The Defendants' request to the California Court, and any action by the Defendants to obtain the settlement proceeds prior to the resolution of this case, directly contradict the Winklevosses' representations to the Court and the Court's statement that the funds "wouldn't be distributed until this claim was then resolved."

Accordingly, we request that the Defendants abide by their representations to the Suffolk Superior Court and withdraw the Administrative Request and/or not file their Partially-Sealed Administrative Request to Pay Lienholders and Complete the Exchange of Consideration Pursuant to Civil L.R. 79-5(c).

Please confirm by noon tomorrow, October 26, 2011 that the Defendants will not move forward with their administrative request. If we do not receive Defendants' confirmation, Chang will seek appropriate relief.

Very truly yours,



Nicholas J. Rosenberg

Rose, Chinitz & Rose

C O U N S E L L O R S A T L A W

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Cc: D. Michael Underhill
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101 Arch Street
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EXHIBIT A

COPY

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK ss.

SUPERIOR COURT
DEPARTMENT OF THE
TRIAL COURT

SUCV2009-05397-BLS1

* * * * *

WAYNE CHANG and THE I2HUB
ORGANIZATION, INC.,

Plaintiffs

v.

CAMERON WINKLEVOSS,
TYLER WINKLEVOSS, DIVYA NARENDRA
HOWARD WINKLEVOSS, CONNECTU, INC.
(f/k/a CONNECTU LLC), SCOTT R. MOSKO,
and FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, LLP,

Defendants

* * * * *

TRANSCRIPT OF PROCEEDINGS

BEFORE: Honorable Peter J. Lauriat
Suffolk Superior Court
Boston, Massachusetts
January 24, 2011

CAROLYN SPROUL, COURT REPORTER
SUFFOLK SUPERIOR COURT
BOSTON, MASSACHUSETTS

1 MR. O'SHEA: But, actually, in the
2 briefs we point that out, and I think it's
3 educational for the Court to know that Mr.
4 Chang, in his own words, said soon after the
5 November 24 e-mail that I'm not going to go
6 through with this integration, the contract
7 claim is based upon an integration. I'm not
8 going to go through with it because there's
9 nothing set in stone. In other words, there's
10 no written agreement.

11 And the November 24 e-mail, your
12 Honor, upon which he bases his contract claims,
13 explicitly sets forth that we will go on to
14 enter a written agreement, something that was
15 never done. This, your Honor, is in fact a
16 naked grab for proceeds of the settlement of a
17 separate lawsuit, a lawsuit between my clients
18 and Facebook, that resulted in a settlement
19 which has not yet been received by my clients,
20 and that's another reason to grant the motion
21 and that is to stay because the case is not yet
22 ripe for adjudication.

23 THE COURT: When does it become ripe
24 for adjudication?

1 MR. O'SHEA: When my client has the
2 proceeds of that settlement, which I may note
3 for the Court, Mr. Chang had nothing whatever
4 to do with in terms of his unjust enrichment in
5 other claims. He had nothing whatever to do
6 with -- and he acknowledges that in his
7 complaint, that that --

8 THE COURT: I only asked you when it
9 became ripe. Let's stick with my question.

10 MR. O'SHEA: When it would become ripe
11 would be --

12 THE COURT: Divide up the proceeds and
13 put them aside so they can be the subject of
14 this litigation.

15 MR. O'SHEA: When the proceeds are, in
16 fact, received and are available for
17 distribution. In other words, when the Ninth
18 Circuit appeal is ultimately decided, your
19 Honor, would be the answer to that.

20 As to the contract claim --

21 THE COURT: I take it they wouldn't be
22 distributed until this claim was then resolved?

23 MR. O'SHEA: Well, that's correct,
24 your Honor. But in terms of whether there are

1 I would submit that that is just not what we're
2 dealing with here. Those cases are
3 inapplicable. I'm not going to list them all.
4 The *Lawson v Affirmative Equities* case deals
5 with anticipatory breach. They rely on that
6 case. This is not anticipatory breach. The
7 Winklevosses sold ConnectU, in which Mr. Chang
8 had a stake. They transferred a hundred
9 percent of the stock; they took the proceeds.

10 The fact that their lawyers are
11 holding the proceeds as a result of the
12 Winklevosses' decision does not mean that Mr.
13 Chang's claims aren't ripe. I'm very glad to
14 hear Mr. O'Shea say today that they will not do
15 anything with those assets until this case is
16 resolved. But, nevertheless, the claims in
17 this case need to go forward. They're ripe for
18 adjudication now.

19 The stay, I'd submit, is just an
20 attempt to try to block Mr. Chang from
21 ultimately recovering. There is no basis to
22 stay the claims. These issues should go
23 forward now. So that deals with the argument
24 that Mr. Chang's claims are too early, then