



aforementioned five statements. For that reason, pursuant to District of Maine Local Rule 56(e), Mars requests that statement numbers 11, 66, 67, 78 and 79 not be considered by the court and be stricken.

Pursuant to District of Maine Rule 56(e), without prejudice to the court's determination of the request to strike statements 11, 66, 67, 78 and 79, Mars responds to the statements as follows:

11. Defendant Peter Mars is a retired police officer and author from North Monmouth, Maine. Segal Decl., Ex. K (Jan. 2008 Peter Mars Deposition ("Mars Dep.") at 6:19-25 – 7:1-3).

ADMITTED.

66. The Calcagnis hired a local author, defendant Peter Mars, in April 2005 to help them write a book based on the documents they had collected from the various school, police and attorney general investigations and court proceeding involving their daughter. *See* R. Calcagni Dep. I at 10:19-25 – 11:1-16, 17:15-25 – 18:1-11; M. Calcagni Dep. I at 30:19-25 – 31:1-10, 41:9-25 – 42:1-9, 113:14-18, 135:13-15 – 136:1-15, 151:4-16.

DENIED. *See* Exhibit A at 20:8-16 ("Q: And how much did you charge [the Calcagnis]? A: \$3,000. Q: And what was involved in that charge? What did they get for \$3,000? A: I would take the material that they gave me, transcribe it onto the computer, put it in the order that seemed to make the most sense, making sure that the grammar was correct, and then return it to them for their approval. And that was it."), 26:4-6 ("Q: You – it's my understanding that it's your position that you were not the author of this book; is that correct? A: That is correct.").

67. The Calcagnis and Mars produced a manuscript titled *Help Us Get Mia*, most of which was a compilation of excerpts from the police reports, trial transcripts, and other official

records. See Sandler Def. Dep. I Ex. 4 (complete copy of *Help Us Get Mia* (“*Help Us Get Mia*”).

DENIED. See Exhibit A at 20:11-16 (“I would take the material that they gave me, transcribe it onto the computer, put it in the order that seemed to make the most sense, making sure that the grammar was correct, and then return it to them for their approval. And that was it.”), 26:4-6 (not the author of the book).

78. According to Ralph and Maureen Calcagni, they hired Peter Mars to provide independent fact-checking and editing services for *Help Us Get Mia*. M. Calcagni Dep. I at 58:12-15, 162:12-15; M. Calcagni Dep. II at 7:13-25 – 8:1-2, 123-124.

QUALIFIED. Defendant ADMITS that Maureen Calcagni testified that she hired Mr. Mars to provide independent fact-checking services. Defendant DENIES that Maureen Calcagni testified that she hired Mr. Mars to provide editing services. See M. Calcagni Dep. II at 123:17-19 (“Q: Was it your understanding that Mr. Mars was editing the book? A: No.”). Defendant further DENIES the statement to the extent it is attributed to Ralph Calcagni; the statement does not cite supporting testimony or other admissible evidence from Mr. Calcagni.

79. Mars did not dispute during his deposition that he left the Calcagnis with the impression that he would fact-check and edit *Help Us Get Mia*. Mars Dep. at 169-171 (171:14-15 “I think they thought I was going to contact people, but I didn’t.”), 202:13-18 (“Q. You never intended to talk to any of the witnesses? A. No. Q. But I think you indicated you didn’t tell the Calcagnis that. So far as you know, it was their impression that you were going to. A. That was probably their impression.”; Segal Decl., Ex. EE (e-mail exchange between Mars and Maureen Calcagni regarding factual support for *Help Us Get Mia* and discussed at Mars Dep. 169:1-14, 170:25 – 171:1-15).

DENIED. *See* Exhibit A at 171:14-15 (“contact people...” but not “fact-check” or “edit”), 202:13-18 (probably Calcagni’s impression Mars would “talk to” witnesses, but not “fact-check” or “edit”).

Dated: April 3, 2008

/s/ J. William Druary Jr.  
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