

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

PAUL D. CEGLIA,

Plaintiff,

v.

MARK ELLIOT ZUCKERBERG, Individually, and
FACEBOOK, INC.

Defendants.

Civil Action No. : 1:10-cv-00569-RJA

DECLARATION
OF PAUL ARGENTIERI IN
SUPPORT OF REPLIES BY
PLAINTIFF TO DEFENDANTS'
OMNIBUS RESPONSE

DECLARANT, submits this declaration and hereby declares under penalty of perjury and pursuant to 28 U.S.C. 1746 and under the laws of the United States that the following is true and correct:

1. I make this declaration upon personal knowledge.
2. I am counsel for Paul Ceglia in this matter.
3. I have read Peter Tytell's and Gus Lesnevich's declarations and their claim that the Facebook Contract did not deteriorate in any way during their testing.
4. On the morning of July 14, 2011 before any Facebook Expert began any examination of the Facebook Contract, I observed the Facebook Contract as two pieces of white paper that otherwise appeared to be some years old, consistent with the age of the document, i.e. eight years.
5. Mr. Tytell and Mr. Romano were the only Facebook experts present when I first presented the Facebook Contract on the morning of July 14, 2011.

6. Mr. Tytell, Mr. Romano and Mr. Lesnevich had control of the Facebook Contract and engaged in extensive testing of the contract for about 20 hours over two days from July 14th through July 15th.
7. I was present for all testing every day from July 14th through July 19th and witnessed Mr. Tytell, Mr. Romano and Mr. Lesnevich handling the Facebook Contract without gloves on numerous occasions, too many to count at the time.
8. On at least one occasion, Mr. Zontini presented the box of latex gloves to Mr. Tytell to urge him to put gloves on as he continued touching the Facebook Contract with his un-gloved hand.
9. The un-gloved handling of the Facebook Contract was not a singular event, but instead a pattern of behavior engaged in by Tytell, Romano and Lesnevich throughout their examinations.
10. I did not touch the Facebook Contract without gloves, although on one occasion I recall moving the Software Specification Contract slightly on the table.
11. At no time did I ever spoil the Facebook Contract.
12. During the examination on those two days, Mr. Tytell subjected the Facebook Contract to extensive UV exposure by two VSC machines that were supplied by the manufacturer, Foster Freeman.
13. Throughout the time the two VSC machines were present, Michael Zontini an employee of Foster Freeman, was apparently assisting, training and advising Mr. Tytell on the use of those machines.
14. During the four days of exclusive testing from July 14, through July 19th

various defense counsel, Messrs. Southwell, Benjamin, (Ms.) Aycock, from Gibson Dunn and Terrence Flynn from Harris Beach, observed the testing at most times within one to three feet from Facebook's experts.

15. Mr. Romano was with Mr. Tytell starting on the morning of Thursday July 14, 2011.
16. Mr. Lesnevich did not begin his testing of the Facebook Contract until the morning of Friday, July 15, 2011, the second day of testing.
17. Mr. LaPorte did not appear until Saturday July 16, 2011, on the third day of testing.
18. Defense counsel restricted all Plaintiff's counsel and expert observers to the back of the testing room.
19. I observed Facebook's experts during the first three days of testing roughly handling the Facebook Contract with no concern for its evidentiary value or maintaining the integrity of the document itself.
20. On the morning of the first day Mr. Romano grabbed the Facebook Contract with such careless force I thought he had torn it. Being alarmed, I immediately got out of my chair to stand over by him and determine if he had damaged the document. Defense Counsel Aycock ordered me to stand back and remain away from the experts and their testing.
21. Mr. Romano, Mr. Lesnevich, and Mr. LaPorte would "snatch" the Facebook Contract in an abrasive manner with no regard for its integrity and value to this case.

22. Despite being present at all testing, no representative of Defense Counsel noticed or remarked about anything unusual regarding the condition of the Facebook Contract.
23. Zontini sat right next to Tytell, sometimes leaned over him and occasionally took control of the computer that was attached to the VSC machine from him during examination.
24. At times Zontini was seen apparently fixing or adjusting settings on the machine.
25. Zontini remained in the room, assisting Tytell, throughout the two days the machine(s) were used to examine the Facebook Contract.

I hereby and hereby declare under penalty of perjury and pursuant to 28 U.S.C. 1746 and under the laws of the United States that the following is true and correct:

DATED: December 8, 2011.

/s/ Paul Argentieri

Declarant