

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

PAUL D. CEGLIA,

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

Plaintiff,

v.

**DECLARATION
AND EXPERT REPORT
SUMMARY OF DEAN BOLAND**

MARK ELLIOT ZUCKERBERG, Individually, and
FACEBOOK, INC.

Defendants.

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 am an attorney licensed to practice law in the State of Ohio and admitted to practice before this Court. I make this declaration based upon personal knowledge and to provide the Court with a brief summary of Plaintiff's expert reports filed today.
2. This declaration first provides the Court, as a convenience, with a summary of the Plaintiff's experts' reports. These reports include the following:
 - a. Report of James Blanco (Forensic Document Examiner, Handwriting Expert).
 - b. Report of Larry Stewart (Forensic Document Examiner, Ink Analysis Expert).

- c. Report of Walter Rantanen (Paper expert).
- d. Report of Neil Broom (Computer Forensics Analyst).
- e. Report of Jerry Grant (Computer Forensics Analyst).

3. Authenticity of the Facebook Contract

- a. In James Blanco and Larry Stewart's expert reports, they completely refute every claim of fraud about the authenticity of the Facebook contract made in the Motion to Dismiss and accompanying defense expert reports.
- b. The results of the expert testing of James Blanco, Larry Stewart and Walter Rantanen each show that the Facebook Contract is authentic.
- c. Plaintiff can now demonstrate the following:
 - i. Mark Zuckerberg signed page two of the Facebook Contract. (This evidence is undisputed by Defendants' experts).
 - ii. Mark Zuckerberg wrote his initials on page one of the Facebook Contract. (This evidence is undisputed by Defendants' experts).
 - iii. The toner on page 1 of the Facebook Contract is the same as the toner on page 2.
 - iv. The ink from the initials of the interlineation on page 1 is the same as the ink from the signatures on page 2.
 - v. The paper comprising page one and page two of the Facebook Contract originated from the same paper mill and same production run from that paper mill. (This evidence is undisputed by Defendants' experts).
 - vi. The handwritten interlineation on page 1 made indentations on page 2

proving the two pages were together when Mark Zuckerberg initialed page one and signed page two. (This evidence is undisputed by Defendants' experts).

- vii. The indentations on page two of the Facebook Contract do not and cannot match the claimed interlineations in the blurry page one of the Street Fax document. (This evidence is undisputed by Defendants' experts).
- viii. The existence of the authentic paper Facebook Contract proves that the so-called "smoking gun" digital image document is a fraud.
- ix. Detailed analysis of the staple holes proves that no pages have been substituted in the Facebook Contract and that the two pages were together when signed and initialed by Mark Zuckerberg.

4. Digital Evidence

- a. Plaintiff's computer forensics experts Neil Broom and Jerry Grant agree that the evidence presented does not support the Defendant's experts' conclusions of fraud.
- b. Broom's expert report proves by simple math that the unauthenticated digital image that Defendants allege is the StreetFax contract and a "smoking gun" in the case never existed as a paper document.
- c. Broom's expert report proves the Street Fax document is inconsistent with it being a scan of an original document.
- d. The Seagate computer, which was never owned or operated by the Plaintiff,

where the unauthenticated digital image of the alleged StreetFax contract was found, was infected with malware, viruses, trojans, and most disturbingly a rootkit. Rootkits are used by hackers to allow repeated, unregulated, undetected full access to a compromised system via a backdoor that could be used to falsify documents, change settings, alter dates and take full control of a computer without the knowledge of its owner.

- e. Plaintiff's experts discredited Defendant's expert Stroz Friedberg for relying heavily on metadata timestamps as the basis for many of their fraud allegations, even though Microsoft generally discredits their reliability and Stroz Friedberg themselves have published opinions stating the very same conclusion of unreliability.
- f. The Defendant's experts remained willfully blind to the mountain of evidence that supports the authenticity of the digital evidence while pointing out those needles in a haystack anomalies that the Plaintiff's experts have now shown are not conclusive proof of fraud, but rather explainable by ordinary computer operations.

5. Conclusion

- a. It is now objectively, scientifically and indisputably the case that dueling experts reside on both sides of every defense Defendants' have mounted. This indisputable fact eliminates the legal basis upon which one sided expedited discovery was granted.
- b. The court's concern about "the proverbial marching up the mountain only to

have to march down again” (June 30, 2011 Hearing, page 35) has now been realized.

- c. The overwhelming objective, indisputable evidence now proves that Defendant’s counsel Orin Snyder was wrong when he stated, “I don’t regard there to be dueling experts in this case” (June 30, 2011 Hearing, page 38).
- d. Defendants cannot meet the high standard of clear and convincing evidence in the midst of dueling experts on every issue in the case.
- e. Not only do the Plaintiff’s expert reports refute every allegation of fraud presented by the Defendants, they present undisputed evidence proving the authenticity of the Facebook Contract and the fraudulent nature of the StreetFax document despite the lack of full discovery to this point.

I 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: June 4, 2012.

/s/ Dean Boland

Dean Boland