

# EXHIBIT C

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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PAUL D. CEGLIA,

Plaintiff,

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

v.

MARK ELLIOT ZUCKERBERG, Individually, and  
FACEBOOK, INC.

INTERROGATORIES TO  
DEFENDANT ZUCKERBERG

Defendants.

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Pursuant to Rule 33 of the Federal Rules of Civil Procedure and this Court's orders, Plaintiff Paul Ceglia propound the following written interrogatories to Defendant Zuckerberg whom shall respond to these interrogatories separately and fully, in writing and under oath, with the responses reasonably amended as required by law.

**INSTRUCTIONS AND DEFINITIONS**

1. The following apply to all interrogatories
  - a. The terms "any," "all," "each," and "every" should be understood to be either their most inclusive or least inclusive sense as necessary to bring within the scope of any interrogatory, all information otherwise construed to be outside of its scope.
  - b. The terms "and" and "or" are to be construed disjunctively or conjunctively as necessary to include all information that might otherwise be considered outside of the scope of these interrogatories
  - c. The use of the singular and plural are interchangeable.

- d. If an answer is based on information and belief, specify and identify the source of the information and the grounds for the belief.
- e. You must provide all requested information, not subject to a valid objection, that is known to, possessed by or available to you,
- f. If you are unable to answer any of the interrogatories, you must answer as fully as possible and explain your inability to answer the remainder.
- g. If you object to any interrogatory on the basis of attorney/client or work product privilege, identify the privilege claimed as well as each statement or communication for which such privilege is claimed, together with the following information for each such statement or communication: (a) the date made; (b) the persons present; (c) the subject matter; and (d) the basis on which the privilege is claimed.

## **DEFINITIONS**

1. “You” and “Your” refers to Defendant Zuckerberg and any of your agents or independent contractors.
2. Facebook Contract or “the contract” or “the contract between the parties” refers to the two page paper document presented to Defendants’ experts in July 2011 for evaluation and examination at the offices of Harris Beach in Buffalo, New York.
3. References to “Facebook” include “thefacebook, Inc.” and vice versa.
4. “Person” refers to any natural person or any business, legal or governmental entity or association in any form.
5. “Plaintiff” refers to Paul D. Ceglia.

6. “Defendants” refers to any of the following parties as well as their employees, agents, independent contractors or affiliated entities: Mark Elliot Zuckerberg and Facebook.

### **INTERROGATORIES**

#### **INTERROGATORY NO. 1**

Assuming the Facebook Contract between Defendant Zuckerberg (Zuckerberg) and Plaintiff (the parties) is authentic, please define the terms "software", "programming language" and "business interests" as they appear in the contract.

#### **INTERROGATORY NO. 2**

Assuming the Facebook Contract between the parties is authentic, what intellectual property rights did the contract convey to Plaintiff in the software, programming language and business interests defined in #1 above?

#### **INTERROGATORY NO. 3**

Assuming the Facebook Contract between the parties is authentic, what are the ownership interests of all persons whom you claim owned any portion of the software, programming language and business interests defined in #1 above after execution of the Facebook Contract on April 28, 2003?

#### **INTERROGATORY NO. 4**

Assuming the Facebook Contract between the parties is authentic, list all persons with an ownership interest in the software, programming language and business interests as defined in #1 above at the time of the incorporation of thefacebook, Inc. (Facebook) in July 2004 and their respective percentage of ownership of each of the three items (i.e. software, programming language, business interests).

**INTERROGATORY NO. 5**

Assuming the Facebook Contract between the parties is authentic, list the percentages of each person's ownership interest in the software, programming language and business interests as defined in #1 that was transferred into Facebook on or after July 2004.

**INTERROGATORY NO. 6**

Assuming the Facebook Contract between the parties is authentic, list the consideration paid by Facebook to all persons whom you claim owned an interest in the software, programming language and business interests as defined in #1 in exchange for the transfer of that percentage ownership into Facebook on or after July 2004.

**INTERROGATORY NO. 7**

Assuming the Facebook Contract between the parties is authentic, did the agreement include payment to you for work done on a project other than Facebook?

**INTERROGATORY NO. 8**

Assuming the Facebook Contract between the parties is authentic, were you paid by Plaintiff for work done under the contract for the project other than Facebook known as StreetFax?

**INTERROGATORY NO. 9**

Assuming the Facebook Contract between the parties is authentic, did your work on the StreetFax part of the agreement include the development of software for StreetFax?

**INTERROGATORY NO. 10**

Assuming the Facebook Contract between the parties is authentic, did the contract authorize you to use all, some or none of the StreetFax software for purposes other than StreetFax?

**INTERROGATORY NO. 11**

Assuming the Facebook Contract between the parties is authentic, what were Plaintiff's intellectual property rights in the StreetFax software created by the contract?

**INTERROGATORY NO. 12**

Assuming the Facebook Contract between the parties is authentic, what were your intellectual property rights in the StreetFax software created by the contract?

**INTERROGATORY NO. 13**

Did you use any portion of the StreetFax software for any purpose related to Facebook or any other non-StreetFax purpose and if so

(A) on what date did that use begin

(B) describe that use of the StreetFax software

(C) on what date did use of that StreetFax software terminate?

**INTERROGATORY NO. 14**

Assuming the Facebook Contract between the parties is authentic, did you inform Facebook upon its incorporation that you did not own 100% of the software, programming language and business interests of the business?

**INTERROGATORY NO. 15**

If your answer to the previous question is "no", what percentage ownership in the software, programming language, and business interests did you tell Facebook you owned upon its incorporation?

**INTERROGATORY NO. 16**

List and describe all documents, including the year executed and all parties signing those documents reflecting the transfer into Facebook of any software, programming language and business interests as defined in #1 above.

**INTERROGATORY NO. 17**

Provide the date when your ownership interest in Facebook fell below 50%.

**INTERROGATORY NO. 18**

Assuming the Facebook Contract between the parties is authentic, what percentage ownership in the software, programming language and business interests of the business did Plaintiff own at the time of the incorporation of Facebook in Delaware?

**INTERROGATORY NO. 19**

Assuming the Facebook Contract between the parties is authentic, was Plaintiff's interest in the software, programming language and business interests of the business transferred into Facebook and if so, what was the date of that transfer?

**INTERROGATORY NO. 20**

Assuming the Facebook Contract between the parties is authentic and Plaintiff's interest in the software, programming language and business interests of the business was transferred into Facebook when was the fact of that transfer first publicly disclosed?

**INTERROGATORY NO. 21**

Assuming the Facebook Contract between the parties is authentic, list and describe all acts and their dates of occurrence that you claim constitute your breach of the contract.

**INTERROGATORY NO. 22**

List Plaintiff's current percentage ownership interest, respectively, in Facebook's software, programming language and business interests.

**INTERROGATORY NO. 23**

List all dates when you or Defendant Facebook breached the Facebook Contract with Plaintiff and

- (a) the act(s) which you claim breached the agreement; and
- (b) whether that act(s) was ever repeated at any later point in time; and
- (c) when that act(s) was communicated to Plaintiff, if ever; and
- (d) when that act(s) was publicly disclosed, if ever.

Respectfully submitted,

/s/Dean Boland

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