

# EXHIBIT F

August 7, 2012

VIA ELECTRONIC MAIL

Dean Boland  
Owner/Member  
Boland Legal, LLC  
1475 Warren Road  
Unit 770724  
Lakewood, Ohio 44107

Re: Ceglia v. Zuckerberg and Facebook, Inc., No. 1:10-cv-569-RJA-LGF

Dear Mr. Boland:

The written discovery requests that you served on Defendants Zuckerberg and Facebook, Inc. on July 1, 2012 are beyond the scope of discovery authorized by the Court's April 30, 2012 and May 30, 2012 Orders (Doc. Nos. 366, 401). Based on the parties' briefing and the Court's ruling on Defendants' motion for clarification of the Court's April 30 Order (Doc. Nos. 373, 377, 380, 401), written discovery has been limited to one, narrow category of information: matters that directly concern Ceglia's alleged rights and interests under the language of the Work for Hire Document. However, all of your document requests, and nearly all of your interrogatories, purport to seek information that does not fall within that category. Instead, those discovery requests seek information with regard to a second category of discovery—relating to the transfer of rights and interests to Thefacebook LLC—that you declared was “moot[,],” and that the Court ruled could no longer be pursued. *See* Doc. No. 377 at 8; Doc. No. 401 at 7-8. Defendants therefore demand that you withdraw all of your document requests and your offending interrogatories. Otherwise, Defendants intend to move for a protective order forbidding this discovery under Rule 26(c).

On April 30, the Court ruled that Ceglia could serve document requests and interrogatories regarding two narrow categories of information. *See* Doc. No. 366 at 5. Defendants moved for clarification that the discovery permitted under that Order is limited to (1) Ceglia's alleged rights and interests under the language of the Work for Hire Document, and (2) the effect that the formation of Thefacebook LLC had on Ceglia's alleged rights and interests. Doc. 373 at 1, 4-7. In response, you agreed that the first category of discovery is limited to matters that directly concern Ceglia's rights and interests under the language of the Work for Hire Document. Doc. No. 377 at 5. You also took the position that the second category of discovery in the Court's Order is no longer necessary. *Id.* at 8 (stating that, “[a]t

August 7, 2012

Page 2

least to item (2) of the court's order," your acquisition of a document allegedly filed in another case "moots discovery on that issue").

On May 30, the Court ruled that clarification of its April 30 Order was unnecessary in light of the positions that you took in your response. Doc. No. 401 at 7-8. The Court found that you had adopted the same, narrow interpretation of the first category of discovery as Defendants. *Id.* at 7. The Court also ruled, based on your position that your acquisition of an alleged pleading in another case "moots" the need for discovery in the second category, that "no further discovery on this issue is required." *Id.* at 7-8. The Court further stated that, "[s]hould Defendants find any interrogatory Plaintiff serves to be beyond that permitted in accordance with the Order, Defendants may promptly move for a protective order." *Id.* at 8.

Based on the parties' briefing and the Court's May 30 ruling, it is clear that the only discovery permitted under the Court's Orders is discovery regarding matters that directly concern Ceglia's alleged rights and interests under the language of the Work for Hire Document. The parties and the Court agreed that the first category of discovery in the Court's April 30 Order was limited to those matters, and that the second category of discovery in the Court's April 30 Order was no longer necessary.

However, all of your requests for production of documents, and nearly all of your interrogatories, seek information that does not directly concern Ceglia's alleged rights and interests under the language of the Work for Hire Document. Instead, those discovery requests seek information that might relate, at best, to the second category of information in the Court's April 30 Order. But discovery in that now-moot second category is no longer allowed, and these discovery requests therefore violate the Court's Orders.

For example, your first document request to Zuckerberg seeks "[a]ll documents executed by you or any representative or agent for you involving the purported to transfer [*sic*] any software, programming language, business interests or other intellectual property into Facebook before, during and after its incorporation in July 2004." This request has nothing to do with Ceglia's alleged rights and interests under the language of the Work for Hire Document, and thus is outside the first category in the Court's April 30 Order. Instead, this request appears to be directed, at best, toward the now-moot second category of discovery in the Court's Order regarding the transfer of rights and interests into Thefacebook LLC. The same is true of all of your additional document requests to Zuckerberg and Facebook.

Similarly, for example, your third, fourth, and fifth interrogatories to Zuckerberg ask:

- 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

August 7, 2012

Page 3

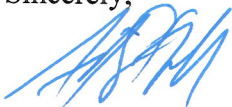
defined in [Interrogatory No. 1] after execution of the Facebook Contract on April 28, 2003?

- 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 [Interrogatory No. 1] 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).
- 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 [Interrogatory No. 1] that was [*sic*] transferred into Facebook on or after July 2004.

These interrogatories do not seek information that directly concerns Ceglia's alleged rights and interests under the language of the Work for Hire Document. Rather, they seek information regarding the interests of other persons in Facebook, and the manner in which those interests were transferred to Facebook. These interrogatories are therefore outside the first category in the Court's April 30 Order. And to the extent that they seek information within the second category in that Order, this discovery is no longer permitted.

Defendants demand that you withdraw the document requests and interrogatories that are beyond the scope of authorized discovery. If you do not withdraw the offending discovery requests, Defendants intend to accept the Court's invitation and move for a protective order under Rule 26(c) forbidding the discovery that you have requested. *See* Doc. No. 401 at 8. Defendants reserve the right to seek their reasonable attorneys' fees and costs in the event you decline to withdraw these plainly improper requests.

Sincerely,



Alexander H. Southwell

AHS/kc