

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
OPPOSITION TO DEFENDANTS'
REQUEST FOR DELAY

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. At the June 29th, 2011 hearing, Plaintiff was ordered to produce copies of the authentic FB contract that were prepared as of June 30th, 2010.
3. My client and I have been in compliance with that order since that court appearance date and understand that these type of orders are of a continuing duty.
4. In July 2010, I suggested to Defendant Zuckerberg and his attorneys that they could examine the FB contract.
5. Thereafter, Attorney Lisa Simpson telephoned me to inquire if Defendants' lawyers could examine Plaintiff's copy of the FB contract.

6. I directed Ms. Simpson to call attorney Terry Connors who was in charge of the decision-making on that issue.
7. Defendants sought a one-sided examination of only Plaintiff's copy of the FB contract but refused to allow Defendant Zuckerberg's copy of the FB contract to be examined.
8. Plaintiff's counsel would only agree to reciprocal exchange of the respective copies of the FB contract for both parties to examine.
9. Defendants refused the suggested reciprocal examination which would have been the ultimate "expedited" discovery.
10. Defendants' counsel did not inform anyone at that time that Defendant Zuckerberg had discarded his copy of the FB contract.
11. After that decision to conceal Defendant Zuckerberg's destruction of his contract, Attorney Snyder never made another examination request and never demanded Plaintiff and or his attorneys preserve any and all copies of the original contract that existed as June 30th, 2010 until their bogus motion made a year later in June 2011 designed to manipulate this court into expedited one sided discovery.
12. At the June 29th, 2011 hearing, Attorney Snyder failed to disclose to this court that his law firm instructed Stroz Friedberg to examine 28 additional electronic assets owned and used by Defendant Zuckerberg at times relevant to this litigation.
13. Defendants have not filed one declaration of a non-expert witness supporting

their allegation and constant smearing of the Plaintiff that he has committed fraud by forging what is now clearly an authentic FB contract.

14. Consistent with my previous declaration, I printed a copy of the FB contract received from Paul Ceglia and then proceeded to make several copies of it in order to get a legible copy for submission to the New York courts.
15. Any remaining, unused copies or printouts, were discarded in the office trash.
16. Mr. Snyder has claimed that one of the justifications for delay of Defendants' due date to submit their reply is his required participation in a trial in New York State Court, i.e. the Voom case. (*VOOM HD Holdings LLC v. EchoStar Satellite L.L.C.*, Index No. 600292/08 (Hon. Richard B. Lowe III)).
17. I spoke to Charles Kerr, counsel opposing Snyder in the *Voom* Case, and was informed that all counsel in that case, including Snyder, were informed by the court of the September 19th trial date **on, or about, May 15, 2012.**
18. Despite having nearly four months of foreknowledge about the *Voom* case trial date falling during Defendants' reply period, Defendants waited until the last moment to thrust this excuse upon the court.
19. I have first hand knowledge of the work of Eric Speckin in this case. He never generated a report for us and no report has ever been submitted to this court from Plaintiff's consulting expert, Erich Speckin.
20. The subject of Kasowitz departure related to a discussion of the now well known unauthenticated Street Fax digital images that Defendants have had in their possession for more than a year.

21. The Kasowitz letters that Defendants now seek in their eighth motion to compel do not rely in any part on the opinion of any expert.
22. I personally insured, with Plaintiff's full support and encouragement, that the electronic assets we knew contained the Street Fax images, were disclosed to Defendants in discovery without delay.
23. It strains credibility to suggest that Plaintiff was perpetrating a fraud on this court and would then willingly disclose this media.
24. Pursuant to my request, Plaintiff underwent a polygraph examination to demonstrate further his honesty and cooperation with the truth finding process. Those results have been filed and shared with this court establishing even more strongly the authenticity of the FB contract.

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: September 12, 2012.

/s/ Paul Argentieri

Declarant