

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

PAUL D. CEGLIA,

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

Plaintiff,

**RESPONSE TO FILING OF NEW
LESNEVICH REPORT**

v.

MARK ELLIOT ZUCKERBERG, Individually, and
FACEBOOK, INC.

Defendants.

In the Court's decision and order, Doc. No. 583, denying Plaintiff's motion to strike, Doc. No. 499, the Court ordered Plaintiff to file any rebuttal expert reports within ten (10) days.

After consultation with Plaintiff's experts, it has been determined that the submission of an additional report to refute Defendants' expert Lesnevich's new report, Doc. No. 472-1, is unnecessary. A complete refutation of all the claims in that report, Doc. No. 472-1, appear in previously filed Plaintiff's expert reports, Doc. No. 416 (Expert report of Larry Stewart) and Doc. No. 415 (Expert report of James Blanco). Therefore, Plaintiff directs the court and his staff to those two reports for Plaintiff's response to Defendants' new report from Mr. Lesnevich.

To assist the Court, the following is a list of the four conclusions contained in Lesnevich's supplemental report, Doc. No. 472-1, and the counter opinion from

Plaintiff's experts. This summary illustrates the existence of dueling experts that exists in every relevant area of this case:

1. Conclusion One - "Ceglia has proffered at least two different physical documents as the Work for Hire document." Doc. No. 472-1 at 73. Lesnevich himself said, "[T]he poor reproduction quality and distortion of the questioned written entry . . . makes the scanned copy unsuitable for examination and comparison of the handwriting that appears on the document." Doc. No. 52, para. 15-16. Lesnevich's comparison and conclusions are flawed and unreliable because he was unwittingly comparing a grossly altered copy of the FB contract with the original. Doc. No. 481 at 39. Finally, Plaintiff's expert James Blanco has concluded differently, "I have performed detailed analysis of these different documents and have determined that they are just four different copies of the same document page, only scanned/copied and reprinted by various different machine processes." Doc. No. 415 at 27.
2. Conclusion Two - "The questioned 'Mark Zuckerberg' signature and date of signature on the Work for Hire document were not written by Mark Zuckerberg." Doc. No. 472-1 at 73. Lesnevich claims evidence of a trace forgery of the Mark Zuckerberg signature. Plaintiff's expert Blanco has found the opposite, "Another significant finding was that this "Mark Zuckerberg" signature was written rapidly revealing free flowing and spontaneous rhythm. Examinations did not reveal evidence that rose to demonstrate tremor,

patching or misinterpretation of letter construction to argue that this questioned no evidence of a trace forgery.” Doc. No. 415 at 38.

3. Conclusion Three - “The questioned “MZ” initials on the Work for Hire document were not written by Mark Zuckerberg.” Doc. No. 472-1 at 74.
Plaintiff’s expert Blanco concluded the opposite, “Given all of these observed handwriting similarities, the handwriting features present in the questioned “MZ” initials did represent the natural, normal and genuine handwriting characteristics of Mark Zuckerberg as demonstrated by his EXHIBIT 19 known specimen initials.” Doc. No 415 at 46.
4. Conclusion Four - “The questioned “Paul Ceglia” signature and date of signature on the Work for Hire document are tracings.” Doc. No 472-1 at 74.
Plaintiff’s expert Blanco’s conclusion, sums it all up. “The original Facebook Contract...examined by all of the document experts is an authentic, unaltered document. The sum of the evidence reveals that page 1 of the Facebook Contract was originally executed together with page 2 as a companion document. Based on the detailed forensic analysis of this two-page document, there is no justification or support for the defendant’s theory of a page 1 substitution, forgery or fraud. The sum of the evidence shows that page 1 was not a later inserted page to the original two-page document set.” Doc. No. 415 at 232.

Respectfully submitted,

/s/Paul Argentieri

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