

Dueling Experts Table

Illustrates Opposing Expert Opinions on Every Conclusion Presented by Defendants' Experts

Defendants' Expert Conclusion	Dueling Expert Conclusion
<p><u>Laporte Conclusion #1</u> "The ink in the interlineation on page 1 of the Work for Hire document was not placed on the document on April 28, 2003. It is highly probable that the interlineation was produced within 24 months prior to August 28, 2011 (the date the testing was conducted)." Doc. No. 326 at 24.</p>	<p>1.) Defendants' own expert, Albert Lyter, found "Because of the deterioration of the ink, the TLC results were not useable and I could not perform Ink Identification, TLC Densitometry or Relative Aging" Doc. No. 328 at 9.</p> <p>2.) Plaintiff's expert Larry Stewart found that "It is not possible to perform 'Ink age' determination on the Facebook Contract. This is due to the degradation of the ink and paper, the lack of knowledge of the storage conditions and their potential affect on aging characteristics and the failure to identify the formula of inks so as to have basic knowledge of the original compositions." Doc. No. 416-3 at 23.</p>
<p><u>Laporte Conclusion #2</u> "When the Work for Hire document was presented to me for inspection by Plaintiff's counsel on July 16, 2011, the paper and inks on the front of pages 1 and 2 were severely degraded due to a photochemical reaction. There is unequivocal evidence that the Work for Hire document was exposed to sunlight or another intense energy source for a prolonged period, probably over a span of weeks." Doc. No. 326 at 24.</p>	<p>Plaintiff's expert Larry Stewart concluded, "The yellow discoloration/ damage evident in the Facebook Contract is, in my opinion, the result of repeated exposure of the document to high intensity and/or UV lights.", and "Upon review of the videotapes made of the examinations by both Defendants' and Plaintiff's experts, it is evident that the Facebook Contract yellowed dramatically between the time when the document was provided to the Defendants' experts and when it was made available to the Plaintiff's experts." Doc. No. 416 at 15.</p>
<p><u>Laporte Conclusion #3</u> "Based on the totality of all of the forensic evidence and a review of multiple declarations and briefs, the Work for Hire document was deliberately exposed to sunlight or another intense energy source</p>	<p>Plaintiff's expert James Blanco states, "I observed Facebook's experts repeatedly exposing the Facebook Contract to UV light as well as other light sources. Even though I was on the other side of the room, I could see the lights of the VSC glowing from around</p>

<p>for a prolonged period. This intentional exposure occurred after January of 2011, when Plaintiff's experts Valery Aginsky and John Paul Osborn took high-resolution scans of the document, and prior to the inspection by Defendants' experts beginning on July 14, 2011. The fact that Plaintiff has proffered an explanation of how the document was damaged that is wholly inconsistent with the forensic evidence provides unequivocal support for this conclusion." Doc. No. 326 at 24.</p>	<p>the sides of the unit. I further noted that the documents were repeatedly tested on the "ESDA" machine by Gus Lesnevich and his assistant Khody Detwiler.", Doc. No. 415 at 65, and "I was so concerned about the excessive processing by Facebook experts that at one point I asked Tytell, who was at the VSC machine, what settings he was using for his UV examinations" Id. at 66.</p>
<p><u>Laporte Conclusion #4</u> "The deterioration of the "Work for Hire" document did not occur during the forensic examination of the document by Defendants' experts." Doc. No. 326 at 25.</p>	<p>Plaintiff's expert James Blanco concluded, "The front sides of page 1 and page 2 of the Facebook Contract were deteriorated/ "yellowed", the probable cause having been the result of defendants' experts excessive document processing and mishandling of the documents." Doc. No. 415 at 88.</p>
<p><u>Laporte Conclusion #5</u> "Page 1 and page 2 of the Work for Hire document were not produced contemporaneously, at the same time, based on the following:</p> <p>a. The formatting for the paragraphs and the typeface of the text (font) on page 1 are different than the formatting and typeface used on page 2.</p> <p>b. The paper used for pages 1 and 2 is different, and it is probable that each page originates from different sources. This conclusion is based on different physical characteristics, optical properties, and chemical compositions.</p> <p>c. The toner used on page 1 of the Work for Hire document is different from the toner used for page 2. Therefore a different source of toner was used to produce the documents.</p>	<p>a. Plaintiff's expert James Blanco concluded, "[T]he difference in font between page 1 and page 2 is readily explained by the common occurrence that when documents are pieced together by means of "cutting and pasting" sections from other source documents, the fonts of those other sections that were cropped from other documents come along in the transposition and when inserted into sections of the new document being created, may or may not match the other fonts of the document being typed." Doc. No. 415 at 91.</p> <p>b. Concerning the similarities between page 1 and page 2 of the Work for Hire document, Plaintiff's expert Walter Rantanen found, "The fiber content of the two vials is consistent with coming from the same mill and production run." Doc. No. 421 at 2.</p> <p>c. Plaintiff's expert Larry Stewart</p>

<p>The use of different toners means that either a different printing device or different cartridge of toner was used to produce pages 1 and 2.</p> <p>d. Taken together, the physical and chemical examinations showed that different inks were used to create the written entries on page 1 when compared to the inks on page 2. The inks used for the signatures on page 2 in the names of Paul Ceglia (Ink 3) and Mark Zuckerberg (Ink 4) were different from each other, and both were different from the inks used on page 1 of the Work for Hire document.” Doc. No. 326 at 26.</p>	<p>found, “Test results indicate that the toner found on page 1 matches that found on page 2.”, and “Exhaustive chemical and physical testing failed to detect any differences between the toner samples.” Doc. No. 416 at 24.</p> <p>d. Defendants’ own expert Lyter concluded that ink identification was not possible. Doc. No. 328 at 9. Laporte himself (see Laporte Conclusion #8) concluded that the ink formulation cannot be determined.</p>
<p><u>Laporte Conclusion # 6</u></p> <p>“There were some indentations from handwriting observed on the Work for Hire document—specifically, a portion of the impressed entry on page 2 coincides with the same text on page 1—but the results from the indentation examination are inconclusive due to the deterioration of the document. And even if the impression originated from the interlineation, the only conclusion that could be drawn is that page 1 was over the top of page 2 at the time that the handwritten interlineation was made on page 1. It does not provide any evidence that pages 1 and 2 were created contemporaneously or that the Work for Hire document is authentic.” Doc. No. 326 at 26.</p>	<p>Plaintiff’s expert James Blanco concludes, “[P]age 1 was indeed over the top of page 2 when the hand printed interlineation was written on page 1.” Doc. No. 415 at 54.</p>
<p><u>Laporte Conclusion #7</u></p> <p>“There is no evidence to refute the possibility that another page, other than page 1 of the Work for Hire document, was originally stapled to page 2 and removed at a later time.” Doc. No. 326 at 26.</p>	<p>Plaintiff’s expert James Blanco concludes, “The staple holes and secondary staple hole impressions/detent marks of page 1 of the Facebook Contract match the staple holes and secondary staple hole impressions/ detent marks of page 2 of the Facebook Contract. That is, the staple holes on both pages align demonstrating that these two pages of the Facebook Contract have only been stapled one time wherein they</p>

	<p>were actually stapled together.”, and “On this regard, the evidence does not support any theory that page 1 was attached to page 2 by hand using a staple (that is, not using an actual stapler but connecting the two pages together with a staple by hand).” Doc. No. 415 at 88.</p>
<p><u>Laporte Conclusion #8</u> “None of the results could be used to determine whether or not page 2 of the Work for Hire document was produced on April 28, 2003. In part, the testing was hindered by the fact that the inks were severely compromised due to the deterioration of the document and TLC could not be used to determine the availability of the ink formulation.” Doc. No. 326 at 26.</p>	<p>Laporte acknowledges that the ink formulation cannot be determined.</p> <p>Other than Lesnevich, none of Defendants’ experts found any evidence that page 2 of the Work for Hire document was anything other than authentic.</p>
<p><u>Romano Conclusion A</u> “The ‘WORK FOR HIRE’ document is, at least in part, forged.” Doc. No. 327 at 12.</p>	<p>1.) Plaintiff’s expert James Blanco concluded, “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.</p> <p>2.) Plaintiff’s expert Larry Stewart concluded, “After a thorough and exhaustive forensic testing of the Facebook Contract (Work For Hire) (Exhibit Q1), there is no indication to suggest the Contract is anything other than genuine. In addition, there is no evidence to support that the Facebook Contract is altered.” Doc. No. 416-3 at 21.</p>

<p><u>Romano Conclusion B</u> “Page 1 of the ‘WORK FOR HIRE’ document is an amateurish forgery.” Doc. No. 327 at 12.</p>	<p>Plaintiff’s expert James Blanco counters, “Review of Romano’s CV/Resume reveals that Romano lacks the industry standard qualifications to opine as a Forensic Document Examiner- particularly in regard to his assertion that page 1 of the Facebook Contract was an “amateurish forgery” (Document 327 Page 12). His opinion and report, therefore, should be considered in light of his lack of qualifications to opine as a court-qualified expert on the matters which are the subject of his report.” Doc. No. 415 at 23.</p>
<p><u>Romano Conclusion C</u> “Page 1 and Page 2 of the ‘WORK FOR HIRE’ document were printed on different printers.” Doc. No. 327 at 12.</p>	<p>Plaintiff’s expert Larry Stewart found, “Physical analysis resulted in a determination that both pages 1 and 2 of the Facebook Contract were printed with an office machine that utilized toner, e.g. a laserjet printer.” Doc. No. 416 at 23, and “Test results indicate that the toner found on page 1 matches that found on page 2.” Id. at 24.</p>
<p><u>Romano Conclusion D</u> “Page 1 of the ‘WORK FOR HIRE’ document was printed on a more recent printer than Page 2 of the ‘WORK FOR HIRE’ document.” Doc. No. 327 at 12.</p>	<p>Plaintiff’s expert James Blanco concludes, “Contrary to Romano’s claim, my Figure 8 and Figure 9 photographic enlargements are produced here to demonstrate that there is no perceivable difference in “edge definition” as alleged by Romano.” Doc. No. 415 at 23.</p>
<p><u>Romano Conclusion E</u> “The typeface, point sizes, and formats of Page 1 and Page 2 of the ‘STREET FAX’ document are significantly more consistent than those of Page 1 and Page 2 of the ‘WORK FOR HIRE’ document.” Doc. No. 327 at 12.</p>	<p>Plaintiff’s expert James Blanco points out, “I know of no properly trained Forensic Document Examiner who would perform a font (typestyle) analysis on such extremely deteriorated evidence. Any proffered opinion regarding classifying or identifying the typestyle in this regard lacks any reasonable forensic basis and is not worthy of due consideration. Since Tytell claims special knowledge in typography, I suspect that even he would disagree with the findings and opinions of Romano in this regard. Indeed, Tytell offered no such findings as Romano on</p>

	this point.” Doc. No. 415 at 25.
<u>Romano Conclusion F</u> “Page 1 of the ‘WORK FOR HIRE’ document appears to be a modification of Page 1 of the ‘STREET FAX’ document.” Doc. No. 327 at 12.	Plaintiff’s expert James Blanco concluded, “Page 1 of the STREET FAX “smoking gun” document was not the original companion page attached to page 2 of the Facebook Contract” Doc. No. 415 at 90.
<u>Lyter Conclusion #1</u> “The “Work for Hire” document was intentionally exposed to excessive environmental conditions, probably sunlight for an extended period of time, which caused the deterioration of the paper and the ink now present on the document.” Doc. No. 328 at 8.	Plaintiff’s expert Larry Stewart concluded, “The yellow discoloration/ damage evident in the Facebook Contract is, in my opinion, the result of repeated exposure of the document to high intensity and/or UV lights.”, and “Upon review of the videotapes made of the examinations by both Defendants’ and Plaintiff’s experts, it is evident that the Facebook Contract yellowed dramatically between the time when the document was provided to the Defendants’ experts and when it was made available to the Plaintiff’s experts.” Doc. No. 416 at 15.
<u>Lyter Conclusion #2</u> “The intentional deterioration of the ‘Work for Hire’ document thwarted my ability to assess the authenticity of the questioned documents using TLC analysis and Ink Identification and Relative Aging methodologies.” Doc. No. 328 at 9.	Defendants’ expert Lyter’s conclusion that he was unable “to assess the authenticity of the questioned documents using TLC analysis and Ink Identification and Relative Aging methodologies” should cause the weigher of facts to question the validity of Defendants’ other experts’ test results.
<u>Lyter Conclusion #3</u> “The ‘Work for Hire’ document was altered by exposure to excessive environmental conditions, most likely sunlight for an extended period of time, at some point during the time period from January 2011 to the Defendants’ experts’ examinations in mid-July 2011.” Doc. No. 328 at 9.	Plaintiff’s expert James Blanco concluded, “The front sides of page 1 and page 2 of the Facebook Contract were deteriorated/ “yellowed”, the probable cause having been the result of defendants’ experts excessive document processing and mishandling of the documents.” Doc. No. 415 at 88.
<u>Lesnevich’s 1st Report, Conclusion #1</u> “There are at least 20 significant dissimilarities between the handwritten interlineations on the Questioned Documents,	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

<p>all of which Plaintiff Paul Ceglia has proffered as images of the same physical document.” Doc. No. 329 at 31.</p>	<p>different copies of the same document page, only scanned/copied and reprinted by various different machine processes.” Doc. No. 415 at 27.</p>
<p><u>Lesnevich’s 1st Report, Conclusion #2</u> “Based on my examination of the questioned handwritten interlineations, including but not limited to the 20 significant dissimilarities described above, I conclude to the highest degree of certainty possible, beyond any reasonable doubt, that the Questioned Documents are images of at least two different physical documents.” Doc. No. 329 at 31.</p>	<p>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.</p>
<p><u>Lesnevich’s 1st Report, Conclusion #3</u> “Therefore, Ceglia has proffered at least two different physical documents as the Work for Hire document. In particular, Ceglia produced a Work for Hire document to Defendants’ experts in July 2011 that was different than the document he attached to his Complaint.” Doc. No. 320 at 31.</p>	<p>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.</p>
<p><u>Lesnevich’s 2nd Report, Conclusion #1</u> “Ceglia has proffered at least two different physical documents as the Work for Hire document.” Doc. No. 472-1 at 73.</p>	<p>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.</p>
<p><u>Lesnevich’s 2nd Report Conclusion #2</u> “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.</p>	<p>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.</p>

<p><u>Lesnevich's 2nd Report Conclusion #3</u> "The questioned "MZ" initials on the Work for Hire document were not written by Mark Zuckerberg." Doc. No. 472-1 at 74.</p>	<p>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.</p>
<p><u>Lesnevich's 2nd Report Conclusion #4</u> "The questioned "Paul Ceglia" signature and date of signature on the Work for Hire document are tracings." Doc. No 472-1 at 74.</p>	<p>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.</p>
<p><u>Tytell Conclusion #1</u> "The two-page Work for Hire document is not consistent with the normal preparation of a two-page document. Rather the use of multiple type styles and the pattern of ink usage indicate preparation of the two pages at different times." Doc. No. 330 at 13.</p>	<p>Plaintiff's expert James Blanco concluded, "The font (typestyle) of page 1 of the Facebook Contract is obviously different than the font of page 2 of the Facebook Contract. However the different fonts are indicative of laypersons creating a contract, which on its own, does not provide indicia of a forged document." Doc. No. 415 at 89.</p>
<p><u>Tytell Conclusion #2</u> "The deteriorated condition of the ink and paper on the Work for Hire document when Mr. Argentieri produced it at 9:11 AM on July 14, 2011 are classic indicia of an attempt to artificially accelerate the aging of a document, an attempt that took place prior to the production of the Work for Hire document on July 14, 2011." Doc. No. 330 at 13.</p>	<p>The Court stated its position by asking Plaintiff's counsel, "Don't you agree that they [Defendants] have not established that Mr. Ceglia is responsible for any discoloration?" Hearing Trans. 12-13-11 at 67-68.</p>

<p><u>Stroz Friedberg Conclusion #1</u> “Stroz Friedberg found direct and compelling digital forensic evidence that the documents relied upon by Mr. Ceglia to support his claim are forged.” Doc. No. 325 at 60.</p>	<p>“Neither of Defendants’ computer experts are certified fraud experts. Rose Depo. at 208, McGowan Depo. at 7. In contrast, Plaintiff’s computer forensics expert, Neil Broom, is a certified fraud expert. Doc. No. 417 at 2. Plaintiff’s expert, Neil Broom, found that all the ‘anomalies’ identified by Stroz were not conclusive evidence of fraud. Doc. No. 417.” Doc. No. 481 at 44.</p>
<p><u>Stroz Friedberg Conclusion #2</u> “Stroz Friedberg also found what it believes to be the authentic contract between Mr. Ceglia and Mr. Zuckerberg. That contract contains no references to Facebook.”</p>	<p>Plaintiff’s expert James Blanco concludes, “Page 1 of the STREET FAX “smoking gun” document was not the original companion page attached to page 2 of the Facebook Contract:” Doc. No. 415 at 90.</p> <p>Plaintiff’s expert James Blanco also states, “The STREET FAX “smoking gun” document exists only as two computer image (“tiff”) files; no original has been produced for analysis. Although these two image files offer extremely poor legibility, it was determined that the STREET FAX page 1 does not represent a supposed original to page 2 of the Facebook Contract for the following reasons:</p> <ul style="list-style-type: none"> ● 1.) The presence of the actual staple in the STREET FAX image file argues that had page 1 of the STREET FAX document really been the original companion page to page 2 of the Facebook Contract, then page 2 of the Facebook Contract should reveal an extra set of staple holes, which it does not. Id. ● 2.) The visible hand printed interlineation as observed on page 1 of the STREET FAX tiff image was not the source of the hand printed latent image on page 2 of the Facebook Contract since it does not match the proper position of where the

	<p>latent impression was discovered on page 2 of the original of the Facebook Contract examined by the document expert. Id.</p> <ul style="list-style-type: none">● 3.) The “PC” initials discovered as a latent writing impression on page 2 of the original Facebook Contract match the position of the visible “PC” initials on page 1 of the original of the Facebook Contract and do not match the position of the “PC” initials observed on the poor quality tiff image of page 1 of the STREET FAX document reference EXHIBIT 33 hereto. Id. at 91● 4.) In support of item 2 above, the verb “is,” which appears as the visibly hand printed verb in the interlineation on page 1 of the Facebook Contract, and which also appears as the latent handwritten verb on page 2 of the Facebook Contract, is not the same verb for the interlineation on the STREET FAX document. The verb used for the STREET FAX hand printed interlineation was the word “has” rather than “is.” Id.● 5.) The column measurements between the two pages of the STREET FAX document are substantially different from one another.” Id.
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