

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

---

PAUL D. CEGLIA,

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

Plaintiff,

DECLARATION  
OF LARRY STEWART

v.

MARK ELLIOT ZUCKERBERG, Individually, and  
FACEBOOK, INC.

Defendants.

---

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. I write this declaration to clarify that the correct paper samples were sent to Mr. Rantanen for paper testing in my first submission of paper samples.
3. These were sent to Mr. Rantanen as discussed in his report, dated December 13, 2011. Doc. No. 421.
4. In my declaration regarding defendants' motion for discovery, dated October 8, 2012, I acknowledged that there was a conflict in the notations on my paperwork regarding mailing samples for paper testing to Mr. Rantanen (page 2, para # 8).
5. This paperwork error was attacked by Defendants' counsel as

something that was “evasive at best, and misleading and outright false at worst” (Southwell Declaration 555, dated September 26, 2012, para # 46).

6. Defendants’ experts obtained their own paper samples from the Work For Hire Contract that, one would assume, were tested.

7. If conducted, those tests would either confirm or dispute Mr. Rantanen’s results from his paper analysis.

8. It would also have served to decide whether I had mailed the incorrect samples or had mailed the correct samples to Mr. Rantanen, nearly a year ago, for his paper testing.

9. Since Defendants have not provided those results, it was important to me to verify that the correct paper analysis findings were being conveyed to the Court.

10. I followed the standard protocol we used while in the federal government, in cases where a potential mistake was uncovered.

11. The protocol is simple. Just re-examine the area of concern, note that there was a “re-test” and then report the findings.

12. In this case, Defendants’ counsel noted that my Q1 samples were from the Work For Hire Contract (Southwell Declaration 555, dated September 26, 2012, para # 50a) as it was listed as “having 2 pages.” [Note: The Work For Hire Contract contained 2 pages while the Specifications Document contained 6 pages, so the only possible “2” page document at question in this case can only be referring to the Work For Hire Contract.]

13. So, to resolve the allegation by Defendants, I submitted new samples for testing to Mr. Rantanen.

14. On October 29, 2012, I sent two "new" samples known to be from page 1 and page 2 of the Work For Hire Contract to have them analyzed.

15. The Chain of Custody form is attached.

16. To accomplish this, in a fair and impartial way, I sent the samples to Mr. Rantanen with only very limited information and instruction.

17. I sent paper samples from my vials numbered 2 (Work For Hire Contract, page 1) and 5 (Work For Hire Contract, page 2) for testing.

18. I requested that Mr. Rantanen perform the following test: "Paper fiber and production comparison between the two samples to determine if they are from a common source, mill, production run."

19. I produced a chain of custody document and sent the samples to Mr. Rantanen by Federal Express on October 29, 2012.

20. I did not tell Mr. Rantanen that the submission was from the Ceglia v. Facebook, et al. matter nor did I tell him the origin of the two test samples.

21. On November 5, 2012, Mr. Rantanen telephonically informed me of the results.


22. During that conversation, he indicated the two samples were "very similar" and were from a "common source and mill."

23. I requested that he put his results in writing and send them by electronic mail. That report is attached.

24. At this point, whether Defendants argue that the correct or incorrect samples were mailed to Mr. Rantanen initially, this time he was clearly provided the correct samples.

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: November 24, 2012.

A handwritten signature in black ink, appearing to read 'L. Stewart', is written above a solid horizontal line.

Larry Stewart



## Stewart Forensic Consultants, LLC

### Chain of Custody

Case File Number 11-07-100

Date	Action	Released By	Received By	Method	Item Description
10/29/12	Transfer Item nos. 2 and 5 for paper testing by IPS	Larry Stewart		FedExp	Two vials containing approximately 6 plugs each of paper. Each vial contains samples removed from an individual page of a document.



TEST REPORT

November 15, 2012  
Page 1 of 2  
IPS FI 06183-12

Report to: Larry Stewart  
Stewart Forensic Consultants, LLC  
793A E. Foothill Blvd., 200  
San Luis Obispo, CA 93405

Sample identification: Two vials of paper plugs

Date received: October 30, 2012

Test requested: Microscopy

Purchase Order: Visa

**Report of Fiber Analyses**

Enclosed are the results of the analyses performed on the samples we received with your Test Services Request Form.

If you have any questions concerning this work, please do not hesitate to contact us.

Authorized By: *Gregory J. Fox*  
Gregory J. Fox  
Lab Manager

Signed *Walter J. Rantanen*  
Walter J. Rantanen  
Technical Leader, Fiber Science  
(920) 749-3040 Ext. 127

WJR/mmh

### **Microscopy**

We received two small vials numbered #2 and #5 with small paper plugs inside. UV fluorescence is similar for the paper plugs in both sample #2 and #5. For preparation, most of the small paper plugs from each vial were defibered, prepared on glass microscope slides and analyzed with the light microscope .

- Spot tests' reactions on segments of the paper plug for #2 and #5 are similar for both starch and alkaline wet chemistry.
- The pulp types and species are consistent with #2 and #5 being from the same source and manufacturing facility.

Analyzed by WJR

Quality review by KMT

Date(s) of testing November 5 – 12, 2012

Notes: These results relate only to the item(s) tested. This test report shall not be reproduced, except in full, without written consent of IPS.