## **EXHIBIT** A

Page 1 1 2 UNITED STATES DISTRICT COURT WESTERN DISTRICT OF NEW YORK 3 4 5 PAUL D. CEGLIA, ) ) Plaintiff, 6 ) ) 7 ) No. 1:10-cv-00569 vs. (RJA) ) 8 MARK ELLIOT ZUCKERBERG, ) Individually, and ) 9 FACEBOOK, INC., ) ) Defendants. 10 ) \_\_\_\_\_ ) 11 12 13 14 15 16 July 25, 2012 17 10:14 a.m. 18 19 Deposition of JAMES A. BLANCO, held at 20 the offices of Gibson, Dunn & Crutcher LLP, 21 200 Park Avenue, New York, New York, pursuant 22 to court order, before Laurie A. Collins, a 23 Registered Professional Reporter and Notary 24 Public of the State of New York. 25

Page 2 1 A P P E A R A N C E S: 2 3 BOLAND LEGAL, LLC 4 5 Attorneys for Plaintiff 1475 Warren Road 6 7 Unit 770724 Lakewood, Ohio 44107 8 9 BY: DEAN BOLAND, ESQ. 10 11 GIBSON, DUNN & CRUTCHER LLP 12 Attorneys for Defendants 13 200 Park Avenue 14 New York, New York 10166-0193 15 BY: ALEXANDER H. SOUTHWELL, ESQ. 16 SRIPRIYA NARASIMHAN, ESQ. 17 MATTHEW BENJAMIN, ESQ. 18 AMANDA AYCOCK, ESQ. 19 20 ALSO PRESENT: 21 CODY DETWEILER 22 JERRY LaPORTE 23 GUS LESNEVICH 24 PETER TYTELL 25 DMITRY ZVONKOV, Videographer

Page 117 1 Blanco 2 Q. My question was, as you have 3 acknowledged, which you just did a few moments ago, when the "work for hire" document was 4 provided for inspection on July 14th, the ink 5 6 could have been faded; right? You just 7 acknowledged that a few minutes prior. 8 I'm not talking about your declaration; 9 I'm talking about what we were just talking about, 10 because you weren't in fact there. 11 Α. All right. 12 Q. Am I correct that on that morning of 13 the 14th the ink could very well have been faded? 14 Α. When it appeared and was unveiled, 15 you're asking me. 16 Right, yes. Ο. 17 Yes, some fading, some damage, some Α. typical -- actually probably a little beyond 18 19 typical damage just in as much as there were 20 pretty extreme environmental storage conditions. 21 And that could have led --Ο. Right. 22 well, for whatever reasons, there could have been 23 faded ink on the morning of July 14th, as 24 Mr. Tytell put in his declaration; correct? 25 Α. Well, I'd say yes.

Page 118 1 Blanco 2 Q. Do you think that Mr. Tytell is lying? 3 No, no. But it's a judgment call what Α. he's looking at. So he -- when he --4 5 But my question is do you think he's 0. 6 lying. You answered that. 7 MR. BOLAND: Objection. You're 8 interrupting his question -- response. 9 MR. SOUTHWELL: No, his response. 10 MR. BOLAND: You have done that several 11 times now, Alex. 12 Α. I don't think he's lying, but to finish 13 my answer --14 My question is do you think he's lying Ο. 15 or not. 16 I think you rolled out of another Α. 17 Can we read it back, go back a couple? question. 18 Ο. I'll read it to you. I'll ask the 19 court reporter to read it to you at line 121. 20 (Discussion off the record.) 21 (Record read as follows: Right. And 22 that could have led -- well, for whatever 23 reasons, there could have been faded ink on 24 the morning of July 14th, as Mr. Tytell put in 25 his declaration; correct?)

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2	A. That's what I want to answer, and so,
3	no, I'm not saying he's lying. I have no reason
4	to believe he's lying.
5	But when a person is looking at
6	something and then they report that I see fading
7	or deterioration, well, what level was that?
8	That's the question I'm I'm confronted with is
9	did he see a little and he reported that or did
10	it was there a lot. And so that and even if
11	he says there's a lot, what does that really mean
12	to him.
13	So that's where there's a bit of
14	confusion on my part in trying to assess that.
15	Again, I'm trying to assess that without getting
16	native format production of your experts'
17	documents and imagery. When I say "documents," I
18	just mean imagery.
19	Q. If Mr. Tytell testified that the
20	appearance of the ink did not change between July
21	14th and July 15th, would he be lying then?
22	A. No, it doesn't mean he's lying. He
23	could be wrong. It doesn't mean he's lying. To
24	be wrong doesn't mean you're lying.
25	Q. And if he were to testify to that, you

Page 121 1 Blanco 2 Thirty-four, you said? Thirty-three. 3 Ο. Α. Okay. Okay, which paragraph? 4 5 Ο. Thirty-three. 6 Α. Oh, I was looking at page 33. 7 In that paragraph you write, The Q. 8 settlement agreement vacating the AAFS's expulsion 9 order expressly stated the vacation of the 10 expulsion was without any -- without a finding of 11 wrongdoing or fault on my part. 12 Is that what you wrote there? 13 Α. Yes, yes. And, Mr. Blanco, isn't it accurate that 14 Ο. 15 a condition of your settlement agreement -- as a 16 condition of your settlement agreement AAFS also 17 required that you resign from the organization; 18 correct? 19 Α. I agreed to resign, yes. 20 And that you were forbidden from ever Q. 21 applying for membership in the AAFS again; 22 correct? 23 Yes, or that I wouldn't. I believe it Α. 24 says -- it's the same idea. 25 Right. And the settlement agreement Q.

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2	correct?
3	A. That was their allegation.
4	Q. And you recited some language out of
5	the settlement agreement, including the
6	integration clause, and cited us to Black's Law
7	Dictionary for the integration of that clause.
8	A. Yes.
9	Q. You're aware, however, the academy has
10	made it clear that no money was paid to anyone in
11	the settlement and that the ethics committee's
12	findings were not overturned or vacated; right?
13	A. That's the part where I said no earlier
14	when you asked me about that. That is not that
15	is that's what they claim, but it's not
16	correct, because I think you asked me is it
17	correct.
18	Q. Right.
19	A. No, that's not correct. They're wrong.
20	In fact, you have the same Joe Bono there who
21	signed the investment agreement repudiating the
22	contract he signed. He has a JD degree. It's
23	ridiculous.
24	Q. So you understand that his position is
25	that the ethics committee findings were not

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2	overturned or vacated?
3	A. I understand he claimed that in the
4	settlement agreement, because there was a lot of
5	push back for what happened for their decision, as
6	I heard through the pipeline. But I understand
7	that he's also repudiating by saying that he's
8	repudiating the very agreement he put his
9	signature on.
10	Q. You think he's repudiating that and
11	he's forbidden from saying that due to the
12	integration clause?
13	A. I would say technically he shouldn't
14	have said that, because that's what an you're
15	an attorney. That's what an integration clause
16	is. It's the entire agreement. It says it's the
17	entire agreement. It should not be modified. He
18	goes on to try to attempt to modify it in the eyes
19	of the membership to save face.
20	Q. How is he modifying the agreement in
21	the eyes of the membership?
22	A. With the very claim you just quoted
23	that he said in the newsletter.
24	Q. Which is that the ethics committee's
25	decision that you had submitted an erroneous and