

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

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PAUL D. CEGLIA, :
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 Plaintiff, :
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 v. : Civil Action No. 1:10-cv-00569-
 : RJA
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 MARK ELLIOT ZUCKERBERG and :
 FACEBOOK, INC., :
 :
 :
 Defendants. :
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**DECLARATION OF PAUL D. CEGLIA IN OPPOSITION TO REPORT AND
RECOMMENDATION**

I, Paul D. Ceglia, submit this Declaration and hereby declare:

1. I make this declaration based upon personal knowledge.
2. I reaffirm and verify that paragraphs 13 through 58 of the amended complaint (Doc. 39) are true and correct and happened on or about the dates indicated.
3. At no time did Defendant Zuckerberg inform me that he was about to receive funding from other angel investors and was in the process of meeting with venture capital funds to provide additional capital.
4. At no time did Defendant Zuckerberg inform me that he either incorporated or participated in the incorporation of an entity under the laws of the State of Delaware now known as Facebook, Inc.
5. Defendant Zuckerberg misrepresented to me that he was not continuing to work on further development of The Face Book, further expanding of The Face Book to a larger audience or commercializing The Face Book for profit.

6. In fact, Defendant Zuckerberg misled me by telling me the opposite on April 6 and July 22, 2004.

7. I personally wrote the emails attributed to me and received the emails attributed to Defendant Zuckerberg that were included in the amended complaint and sent or received them on the dates indicated to the persons indicated in the regular and ordinary course of my business with Mark Zuckerberg, and the emails are what I claim and purport them to be.

8. Similarly, the emails included in Document 224 – 1 are what I claim and purport them to be.

9. In the record, I proved that Defendant Zuckerberg deleted numerous emails that would have confirmed the authenticity of the emails I submitted to the court. The clear and convincing proof was included in Documents 199, 397 and 623. The magistrate failed to acknowledge that these emails were deleted.

10. In November 2011, I discovered that original computers and forensic copies of Defendant Zuckerberg's computers from the 2003 and 2004 time periods had been retained in prior litigations. Copies of the emails that I received from Mark Zuckerberg that were not retained by Harvard were clearly contained on these computers. My request for discovery on these computers was denied and the magistrate failed to examine them himself.

11. The Work for Hire agreement between me and Mark Zuckerberg is the authentic unaltered contract governing our relationship. My world renowned experts have performed scientific forensic analysis that proves its authenticity.

12. Defendant Zuckerberg was given one of the two original copies of the Work for Hire agreement. He has not produced his copy.

13. I did not before or after the lawsuit began ever forge, alter or “bake” the Work for Hire agreement between myself and Mark Zuckerberg.

14. I voluntarily underwent and passed a polygraph examination designed to determine whether I had fraudulently forged or doctored the Work for Hire agreement, the results of which affirm the truthfulness of this declaration and are contained in the declaration of Michael Pliszka, Doc. 63.

15. Neither I nor Mark Zuckerberg have ever authenticated the so called StreetFax images as representations of an authentic contract between me and him. The magistrate erred when he authenticated the StreetFax images as evidence without either signer ever attesting to its authenticity.

16. Other than some self selected emails, Defendant Zuckerberg has proffered no documentation whatsoever of the business relationship he admits we entered into on April 28, 2003. He has offered no contract to the contrary.

17. I produced multiple checks that were deposited in Defendant Zuckerberg’s personal checking account that a.) verify consideration for the Work for Hire contract and b.) support the authenticity of the emails.

18. The StreetFax images do not represent the agreement between Mark Zuckerberg and me.

19. I did not destroy any USB devices that were ever in my possession, custody or control and I never deleted any electronic files or emails that were relevant to the lawsuit.

20. The magistrate failed to review the proof I provided in Doc. 189 that the Defendants’ experts spoliated the Work for Hire contract.

21. Discovery was intentionally denied by the magistrate that will corroborate the business relationship documented in the Work for Hire agreement, including but not limited to the Facebook partnership. This discovery includes, a.) comparing the original Facebook code to the StreetFax code; b.) reviewing Defendant Zuckerberg's computers and the forensic copies of those computers maintained from prior litigations; c.) prior sworn statements and declarations submitted to the court in prior litigation between Defendant Zuckerberg (and/or Facebook) and ConnectU and Eduardo Saverin that are currently sealed by the court; and d.) the deposition of Defendant Zuckerberg.

22. The magistrate failed to understand the events precedent to March 3, 2004 when he said "The idea that Zuckerberg, in March 2004, anticipated being sued six years later by Plaintiff in connection with Zuckerberg's creation of Facebook, such that Zuckerberg then took steps to sabotage any such prospective legal action by planting the StreetFax Document in Plaintiff's computer, is beyond absurd."

23. I presented the magistrate with an uncontested email from Defendant Zuckerberg on February 28, 2004, wherein he threatened and subsequently, in fact, hacked into my StreetFax.com website. Doc. 623-1.

24. In response to Defendant Zuckerberg's threats, Karin Petersen (a StreetFax employee) informed Defendant Zuckerberg by uncontested email date February 28, 2004, such email was preserved by Harvard, that his actions would constitute a felony.

25. On March 1, 2004, Karin Petersen emailed our corporate counsel James Kole about the hacking incident to take legal action. Doc. 623-1. The email account used to send such email was administered by Defendant Zuckerberg.

26. Defendant Zuckerberg has a documented history of hacking into private email accounts, previously hacking into the email accounts of reporters at the Harvard newspaper. (http://articles.businessinsider.com/2010-03-05/tech/29973321_1_tyler-winklevoss-thefacebook-com-cameron-winklevoss) Doc. 199.

27. Defendant Zuckerberg had both access and control over the email server used to send the March 1, 2004 email, without any need to hack into it to review Karin's email.


28. Subsequent emails described in detail the legal actions that were being considered against Defendant Zuckerberg for hacking into the StreetFax website and threatening to take down the entire website.

29. The magistrate failed to understand or consider the hacking that occurred four days prior and the then current legal disputes as being relevant when he described my claims of Defendant Zuckerberg's hacking as being "beyond absurd".

30. The magistrate in his report and Recommendation states that at my bail hearing I admitted that the computer containing the degraded StreetFax images was mine. This is not accurate and my words were bent completely out of context. I was under great duress listening to the prosecution make up lies to attempt to keep me in prison without bail and I was attempting to quote what they had stated earlier in the hearing. This is why my sentence began with "the so called". I believe this makes it clear that these were not intended to be my words. I believe the Court could easily resolve this by retaining it's own expert to determine once and for all that the computer is my parents.

I hereby certify and declare under penalty of perjury that the foregoing is true and accurate.

DATED: April 15, 2013



Paul D. Ceglia