

# NY man suing Facebook must explain missing items

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(AP) -- A judge on Wednesday gave Facebook access to the personal email accounts of a man suing for half ownership of the social networking website and ordered him to explain why he can't produce documents its lawyers believe are evidence.

Proof that Paul Ceglia's case is a fraud has been sitting on a Chicago law firm's email server since 2004, Facebook attorney Orin Snyder told the federal judge.

An email that Ceglia sent to a former business associate at the firm includes a scanned version of the two-page contract he and Facebook founder [Mark Zuckerberg](#) signed, Snyder said. Unlike the one Ceglia filed, it doesn't mention Facebook, only a street-mapping database Ceglia had hired Zuckerberg to work on, he said.

"The noose is tightening around the neck of this plaintiff, and he knows it," Snyder said during a four-hour procedural hearing that had each side accusing the other of dirty tricks.

Snyder said Ceglia had artificially aged his "phony" contract with light and chemicals, backdated [computer files](#) and transferred others to portable storage devices, which he'd likely tossed into Lake Erie.

Ceglia's attorney, Jeffrey Lake, countered that Facebook had tried to "poison the jury pool" by releasing what should have been confidential documents and implied Facebook had planted damning evidence on

Ceglia's computers, a statement he backed away from after the hearing.

In the end, Facebook gained access to Ceglia's personal [email accounts](#) and additional ink sampling from the contract. U.S. Magistrate Judge Leslie Foschio also denied Ceglia's request for a set of relevant Zuckerberg emails and ordered Ceglia to explain why he can't produce five portable storage drives that Facebook's experts believe contain the scanned version of the contract.

Ceglia says he lost them, his attorney said.

"Asking me to produce them will be like asking me to produce a unicorn or a leprechaun," Lake said.

Ceglia has been waiting out the case in Ireland and wasn't at the hearing.

The Wellsville man's lawsuit claims that when he hired Zuckerberg as a Harvard University freshman to work on the Streetfax business in 2003, he gave him \$1,000 in start-up money for his fledgling Facebook idea with the condition he'd own half if it expanded.

Facebook believes that for his lawsuit, Ceglia altered the Streetfax contract to insert references to Facebook.

Experts first found what they believe to be the authentic contract in an email outbox on one of Ceglia's computers, Snyder said. They've since verified it still exists on the Sidley Austin law firm's server.

"It says, 'This is my contract with Mark,'" Snyder said, calling it "proof positive" the case is a fraud. He signaled he would eventually seek to have the lawsuit thrown out.

Before the hearing, emails bearing Ceglia's name and sent to several

media outlets accused the Palo Alto, Calif.-based Facebook of planting the damning contract on his computer, and Lake raised the possibility at the hearing. After the hearing, Lake said he couldn't confirm the emails had come from Ceglia. When asked whether he thought Facebook had planted evidence, he said he'd rely on experts before drawing any conclusions.

After Lake's request to try to settle the case through mediation was shot down by Facebook, Lake said a resolution will likely come down to a battle of experts testifying about which version of the contract is authentic.

He said he intends to seek access to Zuckerberg's computers, email accounts and the Facebook code as the case proceeds, in part to see whether Zuckerberg used code he wrote for Ceglia's now-defunct Streetfax business in the creation of [Facebook](#).

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