

Exhibit A

1 UNITED STATES DISTRICT COURT CENTRAL
2 DISTRICT OF CALIFORNIA
3 WESTERN DIVISION
4

5 GOOD MORNING TO YOU)
PRODUCTIONS CORP., et al.,)

6)
Plaintiffs,) Lead Case Number

7) CV 13-04460-GHK

VS.) (MRWx)

8)
9 WARNER/CHAPPELL MUSIC INC.,)
et al.,)

10 Defendants.)
_____)

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14 DEPOSITION OF JEREMY BLIETZ
15 Los Angeles, California
16 Thursday, July 10, 2014
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23 Job No: 81817

24 Reported by: NIKKI ROY

25 CSR No. 3052

1 Q. And who at Warner/Chappell would make the
2 judgment as to whether something is an arrangement or
3 not an arrangement?

4 MS. LeMOINE: For the purposes of
5 registration?

6 MS. MANIFOLD: For the purposes of the
7 Warner/Chappell songbook database.

8 MS. LeMOINE: Just it's vague. I don't know
9 what that means.

10 You can answer the question.

11 THE WITNESS: As I understand the question,
12 I would say it would be a legal department question.

13 BY MS. MANIFOLD:

14 Q. Okay. And in looking at licensing
15 arrangements with, for example, ASCAP, do you look at
16 whether it's an arrangement or an original musical
17 composition?

18 MS. LeMOINE: Objection; vague. It lacks
19 foundation, calls for speculation.

20 THE WITNESS: In terms of ASCAP, for us,
21 it's a question of whether the creators and the
22 publishers involved are ASCAP members, and, if they
23 are, we would look to ASCAP to license rights that
24 they would typically license on our behalf.

25 ///

1 MS. MANIFOLD: Okay. I'd like to place in
2 front of the witness an exhibit that's been
3 previously marked as Plaintiffs' Exhibit 41. So 41
4 for identification.

5 And I apologize. The exhibit label really
6 does say 41, but the copy is quite badly copied.

7 And it, for the record, is a Stock Purchase
8 Agreement between Warner/Chappell Music and David K.
9 Sengstack. If I said that wrong, I apologize. And
10 it is Bates-stamped WC 760 to 827. Unfortunately,
11 the copy we've been using as an exhibit, not all the
12 Bates stamping came through on the copying, so there
13 may be some pages without a Bates stamp, but I can
14 represent to you that this is a consistent copy of
15 the exhibit, and at some point I'll discuss with
16 defendants substituting Exhibit 41 with a complete
17 Bates-stamped copy, but we can look at this document
18 with the numbers at the top, which would be on the
19 upper right-hand corner.

20 Q. Have you seen this document before?

21 A. Yes, I have.

22 Q. And in what context did you last see it?

23 A. As I recall, it was in the song file and was
24 a document that I copied as part of the document
25 review process.

1 MS. MANIFOLD: All right.

2 MS. LeMOINE: We're off the record.

3 MS. MANIFOLD: We are off the record.

4 (Recess held 3:13 p.m. to 3:43 p.m.)

5

6 EXAMINATION

7 BY MS. LeMOINE:

8 Q. All right. If you know, who owns ASCAP?

9 A. ASCAP is owned by its members, which are the
10 writers and publishers which are affiliated with it.

11 Q. And earlier Ms. Manifold asked you, did you
12 interact with ASCAP at all with regard to
13 unauthorized reproduction and distribution. Do you
14 recall that?

15 MS. MANIFOLD: Objection; leading.

16 THE WITNESS: I do recall the question, yes.

17 BY MS. LeMOINE:

18 Q. Are you the only person at Warner/Chappell
19 who interacts with ASCAP?

20 A. No, I'm not.

21 Q. Who else at Warner/Chappell interacts with
22 ASCAP?

23 A. As I understand it, our legal department
24 interacts with ASCAP, our creative department
25 interacts with ASCAP, and our executive departments

1 interact with ASCAP.

2 Q. And can you tell me what does the legal
3 department interact with ASCAP for, if you know?

4 MS. MANIFOLD: Ambiguous.

5 You can answer. Sorry.

6 BY MS. LeMOINE:

7 Q. What's the nature of ASCAP in your legal
8 department?

9 A. I would say in general terms, when issues
10 relate to rights that are represented by ASCAP,
11 there's a common interest between Warner/Chappell and
12 ASCAP to address those matters in terms of
13 litigating -- not litigating -- but as pushing for
14 artist rights or songwriter rights, Warner/Chappell
15 works with ASCAP in trying to strengthen copyright
16 law. We have a shared interest in intellectual
17 property rights, and so commonly we're working
18 together to -- to support those rights for
19 songwriters and publishers.

20 Q. And so in your role in the administration
21 department, what role do you provide?

22 MS. MANIFOLD: Objection; form.

23 BY MS. LeMOINE:

24 Q. What do you provide as the person in charge
25 of the administration department?

1 MS. MANIFOLD: Ambiguous.

2 THE WITNESS: In terms of --

3 MS. MANIFOLD: Go ahead.

4 THE WITNESS: In terms of administration, my
5 area is responsible for the registration of works at
6 ASCAP. We also provide them copies of copyright
7 certificates when they require them for litigation
8 they're pursuing or pursuit of nonuse or nonlicensing
9 of works when requested. So support in terms of the
10 catalog that we've registered with them.

11 BY MS. LEMOINE:

12 Q. And without -- without getting into any
13 detail, if there was -- if there is a litigation or a
14 pending litigation regarding an unauthorized use of a
15 work, are there occasions when you would provide
16 information?

17 MS. MANIFOLD: Objection; outside the scope.

18 BY MS. LEMOINE:

19 Q. To provide information?

20 A. Yes. Based on direction from the legal
21 department, I have provided copyright certificates
22 and internal information to ASCAP as requested.

23 MS. LEMOINE: Okay. That's all I have.

24

25

EXAMINATION

1
2 BY MS. MANIFOLD:

3 Q. During the break, did you discuss your
4 counsel's cross-examination?

5 A. Just we spoke generally. Didn't discuss any
6 specifics about it.

7 Q. What did you discuss generally?

8 MS. LEMOINE: Objection to the extent it
9 invades the privilege.

10 MS. MANIFOLD: With open testimony, I'm
11 entitled to know what you talked about.

12 THE WITNESS: Talked about my role in the
13 company.

14 BY MS. MANIFOLD:

15 Q. And with regard to the word "common
16 interest," did you use that word or did your counsel
17 use that word?

18 A. It's a word I've heard used within the
19 company, and I've used it myself.

20 Q. Did counsel mention the word "common
21 interest" to you in the conversation?

22 A. No, I mentioned the word "common interest."

23 Q. Okay. Other than the discussion of your
24 role at the company, was there any other discussion
25 with counsel?

1 A. Not with me.

2 Q. During the break, did counsel ask you to
3 testify in any specific way?

4 A. No.

5 Q. Did counsel mention whether you should
6 discuss your role with regard to pending litigation
7 at ASCAP?

8 A. No.

9 Q. Who else at the company interacts with
10 ASCAP?

11 A. Our creative departments interact with ASCAP
12 to sign writers. Our legal departments interact with
13 the legal department at ASCAP on matters that would
14 be handled there, and people within the company are
15 actually on the board of directors, and they're
16 involved on the executive side.

17 Q. And how do you know who owns ASCAP?

18 A. How do I -- I'm sorry?

19 Q. What's the basis for your information of the
20 owners of ASCAP?

21 A. It's a basic understanding of the company
22 that it is owned by its members, that it is a
23 nonprofit.

24 Q. And Warner/Chappell is considered a member
25 of ASCAP; is that correct?

1 A. We have our company, WB Music Corp.,
2 affiliated as a member of ASCAP.

3 Q. And the writers and publishers that you
4 represent, are they also individual members of ASCAP?

5 A. Songwriters can affiliate with any of the
6 three performing rights societies in the United
7 States, so some of our writers are at ASCAP, some are
8 at BMI, and some are at SESAC. So I could say that
9 those writer members that are ASCAP members are also
10 owners of the organization.

11 Q. And does Warner/Chappell use any of the
12 other performing rights societies?

13 A. Yes, we do. We use all three.

14 Q. So it would be accurate to say that ASCAP is
15 not your exclusive performing rights society; is that
16 correct?

17 A. We have companies set up at each of the
18 three societies to represent rights that songwriters
19 own, so we follow the affiliation society of the
20 songwriter.

21 Q. Okay.

22 A. So when we sign a BMI writer, we use our
23 BMI company. When we sign a SESAC writer, we use
24 our SESAC company. It's really the fact that writers
25 can affiliate with any of the three, that we need to

1 be members of all three societies.)

2 Q. And what role, if any, is ASCAP role in
3 pending litigation, to your knowledge?

4 A. To my knowledge, ASCAP pursues litigation
5 against parties who are using music without licensing
6 that music.

7 Q. And what's your role, if any, in providing
8 information to ASCAP with regard to pending
9 litigation?

10 A. So ASCAP comes to me on occasion and asks
11 for copies of copyright certificates, and I provide
12 them with copies. That's the extent of it.

13 Q. What's your understanding of what the common
14 interest is between ASCAP and Warner/Chappell?

15 A. Well, since we are part owners of the
16 organization and we both represent intellectual
17 property rights, the common interest is that they're
18 representing writers and publishers to protect those
19 intellectual property rights to ensure that in cases
20 where they're used they're being licensed. So that's
21 a common interest in the protection of our
22 intellectual property and that of our songwriters.

23 Q. ASCAP doesn't own any intellectual property;
24 is that correct?

25 A. ASCAP doesn't own the rights, no.

1 MS. LEMOINE: Objection. It calls for a
2 legal conclusion.

3 BY MS. MANIFOLD:

4 Q. And ASCAP doesn't own any rights to collect
5 on the royalties; is that correct?

6 A. Can you clarify that question, when you say
7 "own the rights"?

8 Q. What rights does ASCAP have with regard to
9 the collection of royalties?

10 MS. LEMOINE: Objection based on it calls
11 for a legal conclusion.

12 But you may answer.

13 THE WITNESS: ASCAP is entitled to collect
14 and license our performance rights, and they acquire
15 that right through our affiliation agreements.

16 BY MS. MANIFOLD:

17 Q. How does ASCAP license performance rights?

18 A. I'm not knowledgeable of their specific
19 internal practices, but it is a right that they
20 handle on our behalf and on behalf of, you know,
21 thousands of other publishers and songwriters.

22 Q. What information do you routinely --
23 routinely -- what information do you routinely
24 provide for ASCAP -- to ASCAP, other than the routine
25 certificate that you just mentioned?

1 A. Sure. The most common information is
2 registrations. And when I say registrations, I mean
3 performance registrations. So we submit titles,
4 writers, publishing information to them in electronic
5 files biweekly, which updates them on what new works
6 we've acquired, what works in our catalog have
7 changed, and then they electronically process them
8 and include them as part of the works they represent
9 on our behalf.

10 Q. Do you know how, if any, the electronic
11 files that you send them would differ from the public
12 database that Warner/Chappell provides with regard to
13 information of the catalogs they represent?

14 A. It would be consistent.

15 Q. And is it your understanding that ASCAP
16 actually brings litigation on behalf of individual
17 writers and publishers?

18 A. That is my understanding, yes.

19 Q. So rather than have Warner/Chappell bring
20 directly an infringement right action, that action
21 would be brought by ASCAP?

22 A. In terms of performing rights, they're
23 acting on our behalf, so they, as I understand it,
24 bring action on behalf of all of the members. So
25 oftentimes for larger cases it's on behalf of all

1 ASCAP members, which we would be included in.

2 Q. I'm talking with regard to specific
3 performing rights. Let's take, for example, you know
4 Happy Birthday is performed on Broadway and it's
5 considered to be a violation, an infringement of one
6 of Warner/Chappell's copyrights. Who would -- who
7 would file the enforcement action?

8 MS. LEMOINE: Well, objection to the extent
9 it calls for a legal conclusion. You're talking
10 there -- that would be grand rights, which is not
11 within ASCAP's. It's outside the scope.

12 MS. MANIFOLD: That's what I'm asking.

13 MS. LEMOINE: Well, it's outside the scope
14 of ASCAP though. ASCAP doesn't control grand rights.
15 Performing rights are different.

16 MS. MANIFOLD: I get that. That's why I'm
17 asking the question. I'd like the answer from the
18 witness.

19 THE WITNESS: ASCAP represents our
20 performance rights, not our grand rights.

21 BY MS. MANIFOLD:

22 Q. Okay. Give me an example of a performance
23 right.

24 A. Performance of our music in a venue on the
25 radio.

1 Q. So let's say there was a performance of a
2 specific song in a venue in Los Angeles that
3 infringed a copyright that Warner/Chappell owned.
4 What would ASCAP do?

5 MS. LeMOINE: Objection to the extent it
6 calls for speculation.

7 But you can answer.

8 THE WITNESS: In general terms, ASCAP
9 licenses venues that are including music as part of
10 their public presentation. So they would pursue
11 action against the venue to either try to get them
12 licensed or address the issue from a legal
13 standpoint.

14 BY MS. MANIFOLD:

15 Q. So you would anticipate that ASCAP would
16 file a lawsuit against the venue?

17 MS. LeMOINE: Objection to the extent it
18 calls for speculation.

19 THE WITNESS: Yeah, I'm not aware of what
20 their specific internal practices would be, but I
21 know it would be handled by them since they represent
22 those rights on our behalf.

23 BY MS. MANIFOLD:

24 Q. So when you say "handle," what are the
25 options that ASCAP does to handle them other than

1 talk to the venue and say you need to pay for the
2 license?

3 A. My understanding is that they work to obtain
4 an executed license with the venue, and if that can't
5 be done, they pursue action against the venue.

6 Q. And what type of action would that be?

7 A. I couldn't speak specifically.

8 Q. Generally?

9 A. I would think that they make a claim against
10 them.

11 Q. And how?

12 A. I'm not knowledgeable about those specifics.

13 MS. MANIFOLD: Okay. Want to step out for a
14 second.

15 (Recess from 3:45 p.m. to 4:00 p.m.)

16 BY MS. MANIFOLD:

17 Q. You said that ASCAP and Warner/Chappell
18 share intellectual property interests; is that
19 correct? I don't want to misstate your testimony.

20 A. I'm sorry. Could you say that again?

21 Q. I believe you stated that ASCAP and
22 Warner/Chappell, quote, share interest in
23 intellectual property.

24 A. I think I said they share an interest in
25 protecting intellectual property rights. Since ASCAP

1 is owned by its members, which consists of publishers
2 and songwriters, the organization is owned by the
3 very people that created that intellectual property
4 and -- and hope to license it and collect on those
5 licenses.

6 Q. So other than an organization set up to
7 protect the rights, ASCAP doesn't own any specific
8 interest in any song or any performance rights or
9 anything like that?

10 MS. LeMOINE: Objection to the extent it
11 calls for a legal conclusion.

12 But you can answer.

13 THE WITNESS: I haven't analyzed the
14 specific contract that a songwriter signs with ASCAP
15 or that a publisher does, so I couldn't speak to the
16 legal. But they are there as our agent licensing
17 those rights on our behalf.

18 BY MS. MANIFOLD:

19 Q. Have you reviewed any of the ASCAP
20 agreements between Warner/Chappell and ASCAP?

21 A. I have not.

22 Q. Have you ever seen an agreement between
23 Warner -- between a publishing agent or artist and
24 ASCAP?

25 A. I haven't looked at in detail. In my time

1 in BMI before I came to Warner/Chappell, part of my
2 responsibility was helping affiliate those contracts.
3 I can't say that I've analyzed in detail or looked at
4 an ASCAP affiliation agreement, which I wouldn't be
5 qualified to do.

6 Q. When was the last time you spoke to somebody
7 at ASCAP?

8 A. Earlier this week.

9 Q. When was the last time you communicated with
10 somebody at ASCAP in terms of writing something,
11 paper?

12 A. In terms -- I met with them in person last
13 week. E-mailed late last week.

14 Q. And what was the nature of the information
15 that you e-mailed?

16 A. It was related to questions around specific
17 song registrations that we filed with them.

18 Q. Okay.

19 MS. LeMOINE: I have one clarification,
20 which is I want to make sure the testimony is clear
21 that you testified.

22 MS. MANIFOLD: You're not allowed to clarify
23 the witness's testimony.

24 MS. LeMOINE: I think it's important because
25 he's testifying other than as -- with counsel. You

1 asked him about membership agreements, and I just
2 wanted to make sure it's other than with counsel.

3 MS. MANIFOLD: Okay. I don't understand the
4 clarification, but whatever you said on the record
5 you said on the record.

6 Okay. Thank you for your time today,
7 Mr. Blietz.

8 MS. LeMOINE: Thank you.

9 MS. MANIFOLD: Appreciate it.

10 MS. LeMOINE: Off the record.

11 (Deposition concluded at 4:03 p.m.)

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