

# EXHIBIT F

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

CLRB HANSON INDUSTRIES, LLC,	)	
etc., et al.,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No.
	)	05-03639 JW
GOOGLE, INC.,	)	
	)	
Defendant.	)	
_____	)	

DEPOSITION OF HOWARD STERN

August 16, 2006

227871



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(949) 955.0400 Orange County	(408) 885.0550 San Jose	(858) 455.5444 San Diego
(415) 433.5777 San Francisco	(951) 686.0606 Inland Empire	(760) 322.2240 Palm Springs

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

-----X  
CLRB HANSON INDUSTRIES, LLC d/b/a  
INDUSTRIAL PRINTING, and HOWARD  
STERN, on behalf of themselves and  
all others similarly situated,

Plaintiffs,

v.

Case No.  
05-03639 JW

GOOGLE, INC.,

Defendant.

-----X

August 16, 2006

11:19 a.m.

VIDEOTAPED DEPOSITION of HOWARD  
STERN, taken by Defendant, pursuant to  
notice, held at the offices of Thacher  
Proffitt & Wood, 2 World Financial  
Center, New York, New York, before  
Amy E. Sikora, CRR, CSR, RPR, Certified  
Realtime Reporter, Certified Shorthand  
Reporter, Registered Professional  
Reporter, and Notary Public within and  
for the State of New York.

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A P P E A R A N C E S:

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M. CHRISTOPHER JHANG, ESQ.

ALSO PRESENT:

THOMAS DELVECCHIO, Videographer



1 H. Stern

.4:30 2 A. No. I was under the assumption  
.4:30 3 that it was related to the number of days  
.4:31 4 your ad is active, and that each day you  
.4:31 5 wouldn't be charged more than your daily  
.4:31 6 budget.

.4:31 7 Q. Okay.

.4:31 8 A. Because I never run my ads  
.4:31 9 everyday. So this really doesn't apply to my  
.4:31 10 situation.

.4:31 11 Q. And what made you believe that  
.4:31 12 you would -- that the days that your campaign  
.4:31 13 was paused would not be included in that  
.4:31 14 calculation?

.4:31 15 A. Well, for the simple reason that  
.4:31 16 this is -- this AdWords is put forward as  
.4:31 17 something that gives me complete control over  
.4:31 18 my charges, so I thought -- thought it was  
.4:31 19 reasonable to assume, if I'm not running my  
.4:31 20 ads, why would I be charged for days that I'm  
.4:31 21 turning them off.

.4:31 22 Q. Okay. And did you -- have you  
.4:31 23 ever seen any documentation that stated,  
.4:32 24 documentation from Google, that stated that  
.4:32 25 the days where your campaign was paused would







1 H. Stern

16:23 2 Exhibit 19. Look at page 26.

16:24 3 A. Okay.

16:24 4 Q. It states in the middle of the  
16:24 5 page, "If you'd like your campaign to run  
16:24 6 only during certain hours, you may pause it  
16:24 7 during the hours that you do not want it to  
16:24 8 show and resume it when you want it to run  
16:24 9 again."

16:24 10 Do you see that?

16:24 11 A. Yeah, I see that now.

16:24 12 Q. Okay. Did you see it at the  
16:24 13 time?

16:24 14 A. No, I don't recall seeing it at  
16:24 15 the time.

16:24 16 Q. Okay. The next line, "You can  
16:24 17 pause your ad at any time. You won't accrue  
16:24 18 charges while your ads are paused, and they  
16:24 19 will remain paused until you resume them."

16:24 20 Was that your understanding of  
.6:24 21 your agreement with Google?

.6:24 22 A. Yes. When you activate the  
.6:24 23 program, you unpause it and then, naturally,  
.6:24 24 if you want to stop being charged you pause  
.6:24 25 it.

1 H. Stern

16:24 2 Q. Okay. Was it your understanding  
16:24 3 that Google would charge you while your ad  
16:24 4 was paused?

16:24 5 A. No, I never thought that I'd be  
16:24 6 charged when my ad was paused.

16:25 7 Q. If you had a budget of \$10 and  
16:25 8 you ran that ad one day during a 30-day  
16:25 9 period, what would you expect to be charged  
16:25 10 from Google?

16:25 11 A. No more than \$10.

16:25 12 Q. Okay. And what if they charged  
.6:25 13 you \$11, would that be a violation of your  
.6:25 14 agreement with Google?

.6:25 15 A. I believe so.

.6:25 16 Q. And what if they charged you  
.6:25 17 \$12?

.6:25 18 A. Anything over \$10 would be a  
.6:25 19 violation.

.6:25 20 Q. And why is that?

.6:25 21 A. Because anything over \$10 is  
.6:25 22 more than my budget of \$10, daily budget of  
.6:25 23 \$10.

.6:25 24 Q. And there was no way for Google  
.6:25 25 to credit you to underbill you for subsequent

