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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF FLORIDA
3 CASE NO. 11-20427-WILLIAMS/TURNOFF

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5 DISNEY ENTERPRISES,
6 INC., TWENTIETH CENTURY
7 FOX FILM CORPORATION,
8 UNIVERSAL CITY STUDIOS
9 PRODUCTIONS LLLP,
10 COLUMBIA PICTURES
11 INDUSTRIES, INC., and
12 WARNER BROS.
13 ENTERTAINMENT, INC.,

14 Plaintiff,

15 v.

16 HOTFILE CORP., ANTON
17 TITOV, and DOES 1-10,

18 Defendants.

19 HOTFILE CORP.,

20 Counterclaimant,

21 v.

22 WARNER BROS ENTERTAINMENT
23 INC.,

24 Counterdefendant.
25 -----

VOLUME I

26 H I G H L Y C O N F I D E N T I A L
27 (Pursuant to protective order, the following
28 transcript has been designated highly confidential)

29 30(b)(6) DEPOSITION OF ANTON TITOV

30 Radisson Blu Hotel

31 Sofia, Bulgaria

32 Monday, December 5, 2011

33 Job Number: 44174

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1 A. I would say 2001 to 2003.

2 Q. Okay. Continue, please.

3 A. After that, I worked for a company called Blue Ant.

4 I was doing programming and search engine optimization
5 there, and probably some server administration.

6 Q. Anything else?

7 A. After that, a friend of mine and I created a webcasting
8 company called host.bg. And I was one of the acting
9 managers over there, but my duties would generally fall
10 within -- within the technical part of the webcasting.

11 Q. You said it was host dot ... ?

12 A. BG.

13 INTERPRETER: BG.

14 MR. THOMPSON: Bulgaria, BG.

15 MR. FABRIZIO: Oh, BG. Thank you.

16 Q. Can I -- before we move on, what were the years that you
17 worked for Blue Ant?

18 A. Approximately through 2003, 2005, maybe.

19 Q. And for host.bg?

20 A. They overlapped slightly, so 2004 or 2005 up until early
21 2010.

22 Q. And after host.bg?

23 A. After host.bg, I would be part of the team that
24 developed the hotfile.com website.

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14 Q. And when did you begin work on the hotfile.com website?

15 A. Approximately August 2008.

16 Q. When did hotfile.com website become available for use by
17 the public?

18 A. I think February or March 2009.

19 Q. And what was the nature of the work you did for the
20 Hotfile website between August of 2008 and February
21 or March of 2009?

22 MR. THOMPSON: Objection, vague.

23 A. I was developing software and administrating servers.

24 BY MR. FABRIZIO:

25 Q. And administrating the servers?

1 Securax, something.

2 Q. Could you spell that?

3 A. S-E-C-U-R-A-X. And they normally deal with
4 voice-over-IP communications, to my best knowledge.

5 Q. Have there been any other people that have worked on the
6 development side of the Hotfile website?

7 A. If you include the web design, then yes.

8 Q. I was going to go back to those, since you separate that
9 as different area.

10 A. So if you rule out the web design, I don't think that
11 anybody else would make any significant or noticeable
12 contributions.

13 Q. And was Mr. Chuburov involved as early as August 2008?

14 MR. THOMPSON: Objection, asked and answered.

15 A. Yes, he was. He was already employed by Blue Ant.

16 BY MR. FABRIZIO:

17 Q. And working on the Hotfile website as of that date?

18 A. Approximately, yes.

19 Q. Okay. So the three people that were responsible for the
20 development of the Hotfile website were yourself,
21 Mr. Chuburov, and Mr. Kolev; is that correct?

22 A. Yes, that's correct.

23 Q. Were one of you considered the lead developer?

24 A. Yes, I think that would be me.

25 Q. Do either of Messrs. Chuburov or Kolev have any

1 ownership interest in the Hotfile website, directly or
2 indirectly?

3 MR. THOMPSON: Objection, vague.

4 A. No, I don't think so.

5 BY MR. FABRIZIO:

6 Q. What activities do you consider to be part of the
7 development of the Hotfile website?

8 A. I would generally say writing a program code and
9 designing the database.

10 Q. Anything else?

11 A. Not if you stay apart from the web design.

12 Q. Okay. You identified designing the functionality as
13 a separate area. Did you yourself participate in
14 designing the functionality for the Hotfile website?

15 A. To some extent, yes.

16 Q. Was anybody else involved in designing the functionality
17 for the website?

18 A. Yes.

19 Q. Who?

20 A. Rumen Stoyanov.

21 Q. Did you say Rumen Stoyanov?

22 A. Yes.

23 Atanas Vangelov will do some part in that. And of
24 course Diyan Chuburov would be able to suggest, to do
25 suggestions.

1 Q. Of course -- what did you say?

2 A. Diyan Chuburov was able to make suggestions.

3 Q. Okay. And what was your role in designing the
4 functionality of the website?

5 A. I part -- generally I would -- my normal responsibility
6 would be to give an opinion wherever something is
7 technically feasible and implementable, and of course
8 I -- anybody would listen to any suggestions that
9 I would make.

10 Q. Did you make suggestions as to functionality for the
11 system?

12 A. Nothing specific. Nothing specific that I can remember
13 right now.

14 Q. Okay. And what was Mr. Stoyanov's role in designing the
15 functionality for the system?

16 A. Well, again, the roles was not strictly implemented. He
17 would normally give opinion whether a certain business
18 model or certain numbers would work, and of course many
19 other things. It's hard to think of something specific.

20 Q. And what about Mr. Vangelov? What was his role?

21 A. I would say that he would have generally more of the
22 control in terms of inventing things. He would
23 participate in taking important decisions, business
24 decisions.

25 Q. What was Mr. Chuburov's role?

1 Q. And you said "we"; who is the "we" in your sentence?

2 Did that include you?

3 MR. THOMPSON: Objection, compound.

4 BY MR. FABRIZIO:

5 Q. Well, let me ask the question this way: Who
6 participated in the decision to redesign the Hotfile
7 website in the beginning of 2010?

8 A. It was probably me, Rumen Stoyanov and Atanas Vangelov.

9 Q. Do you, Mr. Stoyanov, and Mr. Vangelov have an
10 understanding as to which responsibilities each of you
11 will take primary -- let me rephrase the question.

12 Did you, Mr. Stoyanov, and Mr. Vangelov have an
13 allocation of responsibilities among yourselves with
14 regard to the Hotfile system?

15 MR. THOMPSON: Objection, vague and overbroad.

16 A. There are some principal understandings, but they're not
17 really hardly defined.

18 BY MR. FABRIZIO:

19 Q. What are those understandings?

20 A. I would generally cover everything that goes on the
21 technical part. Rumen would be normally responsible for
22 finances, and I would say that he's a bit more involved
23 in day-to-day operations. And Atanas Vangelov would be
24 generally -- would generally deal with potential
25 investors, advertising on the site, to the extent we

1 have it, and some communication, just -- some external
2 contractors, people.

3 Q. But you said the roles are not particularly -- are not
4 strictly defined? Is that correct?

5 MR. THOMPSON: Objection, vague.

6 A. I won't say that they are strictly defined, yes.

7 BY MR. FABRIZIO:

8 Q. Do you have any role in the day-to-day operations of the
9 Hotfile website?

10 MR. THOMPSON: Objection. Overbroad, vague.

11 A. I wouldn't say day to day, because days can pass --
12 a lot of days can pass without me doing anything. But
13 I have some, I would say, recurring duties.

14 BY MR. FABRIZIO:

15 Q. What are your recurring duties?

16 A. I am responsible for making the payments to the
17 affiliates every Monday.

18 Q. Who's paying the affiliates today, as you sit here?

19 MR. THOMPSON: Objection, assumes facts.

20 A. Today is a long day.

21 BY MR. FABRIZIO:

22 Q. Understand. What other responsibilities do you have
23 that are recurring?

24 A. I wouldn't say that there is anything. It really
25 depends if I -- I have certain duties to oversee, the

1 BY MR. FABRIZIO:

2 Q. Okay.

3 A. -- somewhere to say, and at some point Hotfile Corp.
4 hired external contractor to do this job.

5 Q. What was the external contractor's name?

6 A. Jami Stillings.

7 Q. Can you spell, please.

8 A. J-A-M-I, S-T-I-L-L-I-N-G-S.

9 Q. And does Mr. Stillings work in Texas?

10 A. Yes, he does.

11 Q. And when you say "the data center," what do you mean by
12 "the data center"?

13 A. I would mean a building with a room full of cabinets and
14 servers, in Dallas, Texas.

15 Q. Okay. Is there a name for it?

16 A. Name changed over time because company merged, but it's
17 Equinix.

18 Q. Can you spell, please?

19 A. E-Q-U-I-N-I-X.

20 Q. And are all servers that constitute the Hotfile system
21 maintained at the data center owned by Equinix?

22 A. Yes. All working servers are currently there.

23 Q. And that is in Dallas, Texas?

24 A. Yes, that is in Dallas, Texas.

25 Q. Do you know who owns Equinix?

1 A. No, I don't.

2 Q. What services does Equinix provide for Hotfile?

3 A. I would think that a normal qualification provider would
4 provide normally server space and a rack, power,
5 cooling, cabling, and occasionally support. There might
6 be others.

7 Q. Who owns the Hotfile computer servers, or who owns the
8 servers that operate the Hotfile system?

9 A. Servers in the majority part are purchased by Lemuria.

10 Q. You said in their majority part; what does that mean?

11 A. That would mean that they are part of the servers that
12 were purchased directly by Hotfile Corp. That would be
13 before Lemuria formation.

14 Q. Since the formation of Lemuria, all of the servers that
15 constitute the Hotfile system have been purchased by
16 Lemuria?

17 A. It is my belief, yes.

18 Q. Okay. And are there any other services that Lemuria
19 provides for Hotfile?

20 MR. THOMPSON: Objection, vague.

21 A. Other than purchasing servers, Lemuria would purchase
22 other things for Hotfile, including paying bills to
23 Equinix and other bills.

24 BY MR. FABRIZIO:

25 Q. So Lemuria pays for Equinix on behalf of Hotfile?

1 MR. THOMPSON: Objection, vague.

2 A. Yeah, Lemuria pays for Equinix bandwidth bills and
3 others.

4 BY MR. FABRIZIO:

5 Q. What are the other bills that Lemuria pays for Hotfile?

6 MR. THOMPSON: Hotfile Corp.?

7 Objection, vague.

8 BY MR. FABRIZIO:

9 Q. Well, let me make sure I get it. There is Hotfile
10 Corporation, correct?

11 A. Correct.

12 Q. And then there's Hotfile Limited, correct?

13 A. Correct.

14 Q. And there's another entity, Hotfile SA, correct?

15 A. Correct.

16 Q. Are there any other Hotfile-related entities?

17 A. None that I'm aware of.

18 Q. Can I just refer to them as "Hotfile entities," to
19 include all of them?

20 A. If it -- if it works for you.

21 Q. Okay. What other bills does Lemuria pay for any other
22 Hotfile entity?

23 A. I'd say legal bills.

24 Q. Any others?

25 A. Servers, colocation, bandwidth, legal. I think that

1 would be the majority, but there might be very small
2 other bills.

3 Q. Okay. And the -- who provides the bandwidth for the
4 Hotfile website, Equinix or Lemuria?

5 MR. THOMPSON: Objection, assumes facts.

6 A. It's definitely not Equinix, but Lemuria is a closer
7 answer. But Lemuria doesn't produce bandwidth to
8 provide it, so ...

9 BY MR. FABRIZIO:

10 Q. Fair enough.

11 A. Can I actually take a break?

12 Q. Could we just finish this one question? Then we'll take
13 a break.

14 What entity or entities provides bandwidth for the
15 Hotfile website?

16 A. That's a complicated question. The answer changes in
17 time, and there is sometimes a difference between who
18 you pay to for bandwidth and who you get the bandwidth
19 from. So can you be more specific? Are you more
20 interested --

21 Q. Sure. Let's start from the beginning, and we'll start
22 with who's actually providing the bandwidth.

23 MR. THOMPSON: Mr. Fabrizio, since he asked for a break, can
24 we take the break before we get into the details?

25 MR. FABRIZIO: Sure, I'm fine with that.

1 A. No. IP addresses are kind of precious resource, so we
2 generally apply for this resource with -- within
3 a reasonable time. We can say any old IP addresses that
4 we use the next ten years, normally they will be
5 assigned IP addresses that you can prove you will need
6 in the next 6 to 12 months.

7 Q. Okay. And somebody looking up Hotfile's ISP would
8 identify Lemuria as Hotfile's ISP?

9 MR. THOMPSON: Objection, vague.

10 A. That is correct.

11 BY MR. FABRIZIO:

12 Q. So let me now understand the full scope of services that
13 Lemuria provides for Hotfile. Hotfile contracts with
14 Lemuria for its bandwidth, correct?

15 A. Correct.

16 Q. But Lemuria contracts out to purchase that bandwidth
17 from IP Transit and Comcast, correct? Currently?

18 A. Correct.

19 Q. And Hotfile contracts with Lemuria for the co-location
20 facilities?

21 A. I have a general understanding, Hotfile contracts with
22 Lemuria for co-location facilities.

23 Q. I guess I should ask, does Hotfile contract with --
24 well, who has the contract with Equinix for co-location
25 facilities?

1 A. Currently it is Lemuria.

2 Q. Has it always been Lemuria since Lemuria's been in
3 operations?

4 A. I'm not sure about the timeline, at what exact point the
5 contract was changed from Hotfile to Lemuria, but my
6 belief is at a certain point after Lemuria began
7 operating, it was reassigned this way.

8 Q. And you said the servers are owned by Lemuria, at least
9 in large part, since Lemuria being came into being.
10 Correct?

11 A. I said that in large part the servers are purchased by
12 Lemuria.

13 Q. Okay. And who owns the servers?

14 MR. THOMPSON: Objection, compound.

15 A. I don't know to what extent that's legal opinion or my
16 understanding, but it is my understanding that servers
17 are owned by Lemuria.

18 MR. THOMPSON: Let me add an objection that it calls for
19 a legal conclusion.

20 BY MR. FABRIZIO: Mr. Titov already made that objection.

21 MR. THOMPSON: He did.

22 BY MR. FABRIZIO:

23 Q. Does a Hotfile entity have a contract with Lemuria for
24 the purchase of servers?

25 MR. THOMPSON: Objection, vague. And calls for a legal

1 conclusion.

2 A. It does have mutual understanding of a written contract.

3 BY MR. FABRIZIO:

4 Q. And what is that understanding?

5 A. The understanding is that Lemuria is buying servers that
6 are to be operated, and they would perform work for
7 Hotfile, to the extent servers perform work.

8 Q. Okay. For Hotfile, are you the person that orders or
9 that directs Lemuria to buy more servers?

10 MR. THOMPSON: Objection. Assumes facts, and vague.

11 BY MR. FABRIZIO:

12 Q. Well, let me -- let me just back up and ask you how this
13 works.

14 When it's determined that Hotfile needs additional
15 servers, what is the process, from decision-making at
16 Hotfile to actual purchase of servers?

17 A. Normally the -- the need of servers would be observed by
18 Vasil currently, and since he started working. And he
19 would inform me. I will use my judgment wherever it is
20 needed or not, and I would normally inform Rumen about
21 the fact and about approximate price of the expected
22 purchase. And most of the time I will go and make the
23 purchase.

24 Q. And when you make the purchase, you purchase those
25 servers through Lemuria?

1 A. Yes, I do.

2 Q. Okay. Who pays for the servers?

3 MR. THOMPSON: Objection. Vague, calls for a legal
4 conclusion.

5 A. Lemuria pays the money to the company that assembles and
6 provides the servers are transferred from Lemuria's bank
7 account.

8 BY MR. FABRIZIO:

9 Q. Okay. Does any Hotfile entity reimburse Lemuria for the
10 cost of the servers?

11 A. Yes, it does.

12 Q. In what way?

13 A. By paying Lemuria.

14 Q. Is it on a server-by-server basis? For instance, does
15 Lemuria say, "I just bought ten servers, and here's what
16 they cost; transfer me that amount of money?"

17 MR. THOMPSON: Objection, vague.

18 BY MR. FABRIZIO:

19 Q. All right, let me ask it this way: Does Lemuria issue
20 an invoice or a bill to any Hotfile entity for the cost
21 of the servers that Lemuria has purchased for Hotfile?

22 MR. THOMPSON: Objection, vague and overbroad.

23 A. I wouldn't say that it goes servers -- server by server.
24 It would be more like a general invoice for one month of
25 services that will deal with bandwidth servers

1 co-location, and other things.

2 BY MR. FABRIZIO:

3 Q. Does Lemuria -- so, does Hotfile -- excuse me, let me
4 just -- which Hotfile entity has the arrangement with
5 Lemuria?

6 A. It's my understanding that that would be Hotfile Corp.,
7 but the actual payment would be -- to Lemuria would be
8 performed by Hotfile to the -- on behalf of Hotfile
9 Corp.

10 Q. Okay. So let me just -- I'll just refer to
11 that "Hotfile"?

12 A. Okay.

13 Q. Does Hotfile pay Lemuria monthly for the services that
14 Lemuria provides Hotfile?

15 A. I wouldn't say that it's strictly monthly, but -- but
16 generally, we try to do it that way.

17 Q. Well, there is a contract between Hotfile and Lemuria,
18 correct?

19 MR. THOMPSON: Objection. Vague and compound.

20 A. Previously I said it's more like a verbal mutual
21 understanding. You can -- whatever is the contract, up
22 to you.

23 BY MR. FABRIZIO:

24 Q. I guess -- fair enough; I misunderstood.

25 Is there a written document that expresses the

1 terms, the business terms, of the relationship between
2 the Hotfile entities and Lemuria?

3 MR. THOMPSON: Objection. Vague and overbroad.

4 A. There is no written contract with either Hotfile Ltd.,
5 Hotfile Corp., and Lemuria.

6 MR. THOMPSON: Just so the record is clear, I think the
7 witness said "Hotfile Ltd.," as well as Hotfile Corp.

8 BY MR. FABRIZIO:

9 Q. So your answer was that there is no written contract
10 with either Hotfile Ltd. or Hotfile Corp. on the one
11 hand and Lemuria on the other hand?

12 A. Yes, that was my answer.

■ ■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED] [REDACTED] [REDACTED]

■ ■ [REDACTED]

■ [REDACTED]

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[REDACTED]

10 Q. Okay. Do you personally own Lemuria?

11 A. Yes, I do.

12 Q. Through a -- as an individual, or through another
13 company that you own?

14 A. As an individual.

15 Q. Okay. Do you own 100 per cent of Lemuria?

16 A. Yes, I do.

17 Q. Okay. Are you -- do you have a title with Lemuria? For
18 instance, president, CEO?

19 A. I don't have a favorite title but I would say manager.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

15 Q. So let's again turn back to Lemuria and identify all of
16 the services that Lemuria performs for any of the
17 Hotfile entities or for the Hotfile website. And if
18 I can go through the ones that I'm aware of, and then
19 we'll ask if there are others. Okay?

20 A. Okay.

21 Q. Lemuria contracts for co-location facilities, correct?

22 A. Correct.

23 Q. With Equinix, if I'm saying that right?

24 A. Yes.

25 Q. But Lemuria does not itself provide the co-location

1 facilities, correct?

2 MR. THOMPSON: Objection. Vague, calls for a legal
3 conclusion.

4 A. Yeah, Lemuria is basically reselling the same
5 co-location facility it contracts with Equinix, if
6 that's what's you're asking.

7 BY MR. FABRIZIO:

8 Q. And Lemuria contracts with IP Transit and Comcast for
9 bandwidth facilities, correct?

10 A. To the extent that they use -- the word "facility," in
11 my mind, doesn't go with the bandwidth, but that's
12 correct.

13 Q. Okay. Lemuria contracts with IP Transit and Comcast for
14 bandwidth for Hotfile?

15 A. Correct.

16 Q. Lemuria purchases servers for Hotfile as Hotfile needs
17 additional servers, correct?

18 A. Correct.

19 MR. THOMPSON: I didn't have a chance to object, as vague.

20 BY MR. FABRIZIO:

21 Q. Are there any other services that Lemuria performs for
22 Hotfile or for any of the Hotfile entities?

23 A. As we just mentioned shortly before, Lemuria has
24 a contract with Blue Ant, so the software development
25 goes through Lemuria to Hotfile.

1 Q. Does software development continue today?

2 A. I would say that currently the state would be probably
3 better described as maintenance, rather than
4 development.

5 Q. Okay, let me ask it this way, I guess: If Hotfile
6 needed new software developed for the website, would
7 that software be developed pursuant to the Lemuria/Blue
8 Ant contract?

9 MR. THOMPSON: Objection. Calls for speculation.

10 A. It could be.

11 BY MR. FABRIZIO:

12 Q. Okay. So Lemuria contracts with Blue Ant for software
13 development for Hotfile, correct?

14 MR. THOMPSON: Objection, vague.

15 A. Yeah, correct.

16 BY MR. FABRIZIO:

17 Q. Does Lemuria perform any other services for Hotfile
18 website or any Hotfile entity?

19 A. Providing the actual IP addresses -- no, everything
20 connected with networking, administering routers, making
21 traffic flow -- I would say that it's fair to say that
22 services that Lemuria provides to Hotfile can be
23 qualified as managed costing.

24 Q. Now, are those last services you just identified, the IP
25 addresses, networking, administration of routers and

1 matter.

2 Q. Okay. And Hotfile has business dealings with other
3 companies; who handles those business dealings?

4 MR. THOMPSON: Objection, vague.

5 A. It really depends on what are business dealings; depends
6 how -- how major the decision is; depends ...

7 BY MR. FABRIZIO:

8 Q. Well, who handles major decisions?

9 A. Major decisions will generally be discussed and maybe
10 voted, but I would say that's too formal a word for our
11 environment. But between the shareholders of Hotfile.
12 That would include me, of course.

13 Q. Okay. And does Hotfile have a -- or any of the Hotfile
14 entities have a physical office here in Bulgaria?

15 A. Vlad has a physical office in Bulgaria.

16 Q. But do any of the Hotfile entities -- does Hotfile
17 Limited have an office, a physical office?

18 MR. THOMPSON: Objection, vague.

19 A. Not an office it would use for operations.

20 BY MR. FABRIZIO:

21 Q. Well, let me try and ask it clearly: Does Hotfile
22 Limited have a physical office space here in Bulgaria or
23 anywhere?

24 A. No, no physical space.

25 Q. Does Hotfile Corporation have physical office space here

1 in Bulgaria or anywhere?

2 A. Hotfile Corporation, to the best of my knowledge,
3 doesn't own or rent any physical office space.

4 Q. Does Hotfile SA have any physical office space anywhere?

5 A. It tends to have limited knowledge about Hotfile SA. It
6 would be Atanas who would move things forward there.
7 But I think answering this question would need to go
8 through almost legal conclusions.

9 Q. Well, to your knowledge, does Hotfile SA have physical
10 office space anywhere?

11 MR. THOMPSON: Objection. Calls for a legal conclusion.

12 Mr. Titov, you can answer if you understand, if you
13 understand the question.

14 A. I do understand the question.

15 Hotfile SA doesn't rent or own any office for the
16 company, but it was general understanding that the
17 manager of Hotfile SA would use his office for
18 operations of the company, and he would actually do some
19 of the operations of the company. And again, I am not
20 the most knowledgeable person on the matter.

21 BY MR. FABRIZIO:

22 Q. And who is the managing officer of Hotfile SA?

23 MR. THOMPSON: Objection. Calls for a legal conclusion.

24 A. If I'm not mistaken, his name is Kaloyan Stoyanov.

25 BY MR. FABRIZIO:

1 A. Social reasons. It's just more fun to be able to talk
2 to somebody.

3 BY MR. FABRIZIO:

4 Q. And Mr. Lucyan is the DMCA agent for the Hotfile
5 website?

6 A. Yes, he is.

7 Q. Is he an employee of any of the Hotfile entities?

8 A. No, he's not.

9 Q. Is he an employee of Blue Ant?

10 A. No, he's not.

11 Q. Is he an employee of Lemuria?

12 A. No, he is not.

13 Q. Does he get paid for being the DMCA agent for the
14 Hotfile website?

15 A. The company he works for is being paid for this. What
16 is his personal share, I'm not aware of.

17 Q. What is the company that he works for?

18 A. Incorporate Now.

19 Q. What is the business of Incorporate Now?

20 MR. THOMPSON: Objection. Calls for speculation.

21 A. For what I'm aware of, incorporating companies, being
22 agent for them, and providing DMCA agent services. And
23 there might be others as part of those.

24 BY MR. FABRIZIO:

25 Q. Okay. Did Incorporate Now help incorporate Lemuria?

1 personally?

2 A. To a certain extent, yes.

3 Q. Well, what do you mean, "to a certain extent"?

4 A. No -- yes.

5 Q. For Hotfile Corporation, did you personally ask
6 Incorporate Now to serve as the DMCA agent for Hotfile?

7 A. I performed the actual act of asking Incorporate Now of
8 being DMCA agent after I was authorized by other
9 shareholders.

10 Q. Okay. What other shareholders? Or should I say, was it
11 both Mr. Vangelov and Mr. Stoyanov who authorized you?

12 A. I don't remember completely. It was a general
13 understanding that if two of the shareholders are on the
14 same page about some decision, not always consent of the
15 third is needed, because frankly his vote could be
16 meaningless.

17 Q. Okay. Did you need consent from the other shareholders,
18 in your mind, to retain Incorporate Now to act as a DMCA
19 agent?

20 A. Yes, I did.

21 Q. And you would not have felt authorized to do that
22 without the consent of at least one other shareholder?

23 MR. THOMPSON: Objection, calls for speculation.

24 A. I wouldn't feel authorized, but it's not impossible for
25 me to make a decision alone when I'm almost 99 per cent

1 sure that I will be able to convince somebody to back me
2 up. But that wasn't the case anyway.

3 BY MR. FABRIZIO:

4 Q. But that wasn't the case what?

5 A. That wasn't the case. I think I -- I talked with at
6 least Rumen about acquiring the DMCA agent.

7 Q. Okay. Earlier we talked about discussing major
8 decisions with the other shareholders, correct?

9 A. Correct.

10 Q. And did you consider this a major decision?

11 A. To a certain extent, yes.

12 Q. Does Incorporate Now have any other employees other than
13 Mr. Lucyan?

14 MR. THOMPSON: Objection, calls for speculation.

15 A. I don't know.

16 BY MR. FABRIZIO:

17 Q. To your knowledge, have you -- well, strike that.

18 Have you dealt with anyone else other than
19 Mr. Lucyan who you -- well, let me start it this way --
20 strike that.

21 Are you aware of anyone else other than Mr. Lucyan
22 who works for Incorporate Now?

23 A. Yeah, I think so.

24 Q. You think you are aware of other people?

25 A. Yeah.

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11 MR. THOMPSON: Steve, we're heading towards 12:30, so
12 whenever's a good time for you.

13 MR. FABRIZIO: It may be very close. Let me just clean up
14 a couple of things; maybe take five minutes.

15 Q. Vasil Kolev: Does he go by any other names?

16 A. I think we covered this question already. It is the guy
17 I said goes like Maniax and the Green Crocodile.

18 Q. Oh, the Green Crocodile. Okay. That's right.

19 Andre Ianakov: Does he go by any other names?

20 A. The one I am aware of is Butcher Boy.

21 Q. Any others?

22 A. Not that I can think of.

23 Q. Okay. And Butcher Boy is the screen name that
24 Mr. Ianakov uses, generally speaking?

25 MR. THOMPSON: Objection. Lacks foundation, calls for

1 speculation.

2 A. I've seen him using on several occasions, but I don't
3 know if it's one that he will use all the time, so ...

4 BY MR. FABRIZIO:

5 Q. What about Stanislav Manov: Does he have any other
6 names?

7 A. Yes.

8 Q. What are they?

9 A. N3LM.

10 Q. Can you say that again?

11 A. N, like November; 3, like the number 3; L, like lemur;
12 M, like Mike.

13 Q. N3LM?

14 A. I believe it could be read like NELM.

15 Q. Any others?

16 A. I'm not aware of any.

17 Q. What about yourself? Do you go by any other names?

18 A. I would use "Virus" or "Virco," V-I-R-C-O.

19 Q. And for what purposes do you use Virus and Virco?

20 A. I don't know. Different purposes. That's how people
21 actually call me once in a while, so ...

22 Q. Do you use them, for instance, in -- for online screen
23 names?

24 A. Yeah, I would say so, sometimes.

25 Q. Do you ever post on forums or message boards using those

1 names?

2 A. Could be.

3 Q. Are you aware of a screen name Campolar,
4 C-A-M-P-O-L-A-R?

5 A. No, I'm not.

6 Q. You've never heard that before?

7 A. It doesn't sound familiar.

8 Q. Okay. Atanas Vangelov: Does he go by any other names?

9 A. Except of "Nasko," which is typical nickname for
10 "Atanas" in Bulgaria, I'm not aware of that.

11 Q. Nasko, N-A-S-K-O?

12 A. Yes.

13 Q. Does he also go by Nasko Beluchi, B-E-L-U-C-H-I?

14 A. Yeah, sometimes he does.

15 Q. Do you know why he uses an alternative name, Nasko
16 Beluchi?

17 MR. THOMPSON: Objection, misstates testimony.

18 A. No, I'm not aware of any reason.

19 BY MR. FABRIZIO:

20 Q. Okay. Rumen Stoyanov: Does he go by any other names?

21 A. Not that I'm aware of.

22 MR. FABRIZIO: Is everybody ready to break for lunch?

23 VIDEOGRAPHER: Going off the record at 12:31.

24 (Lunch break taken.)

25 VIDEOGRAPHER: Back on the record, 1:52.

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18 BY MR. FABRIZIO:

19 Q. When was Hotfile Corporation started?

20 MR. THOMPSON: Objection, vague.

21 A. I know what the word "started" means when you refer

22 to --

23 BY MR. FABRIZIO:

24 Q. When was it -- when was it incorporated?

25 A. Now, as I see this document, I have reasons to believe

1 that it should be around 30th of September 2008.

2 MR. THOMPSON: For the record, the witness is referring to
3 exhibit 18.

4 BY MR. FABRIZIO:

5 Q. When was Hotfile Limited incorporated?

6 A. I don't know for a fact.

7 Q. What year was it incorporated?

8 A. 2009.

9 Q. And when was Hotfile SA incorporated?

10 A. I don't know.

11 Q. Okay. Leaving aside Hotfile SA for a second, what was
12 the reason for incorporating Hotfile Limited?

13 MR. THOMPSON: Objection, assumes facts.

14 A. The reason to incorporate Hotfile Limited was to operate
15 a PayPal account.

16 BY MR. FABRIZIO:

17 Q. Any other reasons?

18 A. I don't remember any other reasons.

19 Q. Was there a reason Hotfile Corporation couldn't operate
20 a PayPal account?

21 A. Yes.

22 Q. What was that reason?

23 A. Back in the time, it was PayPal's policy not to allow
24 Panamanian accounts to receive money.

25 Q. What activities does Hotfile Limited perform?

1 A. It operates the PayPal account on behalf of Hotfile
2 Corp.

3 Q. Anything else?

4 A. Nothing that I can think of.

5 Q. Did -- was it Hotfile Limited that contracted with
6 Lemuria on behalf of Hotfile Corporation?

7 MR. THOMPSON: Objection, vague.

8 A. I think it was your intent not to use the word
9 "contracted" for the agreements that we have.

10 MR. THOMPSON: Mr. Fabrizio, perhaps you can rephrase the
11 question.

12 MR. FABRIZIO: Well, let me -- let him use his own words.

13 Can we mark as Titov exhibit 20 a document captioned
14 "Declaration of Anton Titov in Support of Lemuria
15 Communications Inc.'s Motion to Dismiss," in the case of
16 Perfect 10 v. Hotfile Corp., 10-CV-2031.

17 (Titov exhibit 20 marked for identification.)

18 BY MR. FABRIZIO:

19 Q. Mr. Titov, I assume you've seen this document before?

20 A. Not recently.

21 Q. I just want to refer you to paragraph 5. It says:

22 "Lemuria has a contract with Hotfile, Ltd. to
23 provide web hosting services for Hotfile.com."

24 A. It does.

25 Q. Okay. So does that refresh your recollection that the

1 contract is with Hotfile Limited?

2 MR. THOMPSON: Objection, vague.

3 BY MR. FABRIZIO:

4 Q. Well, let me ask it this way: Was that an accurate
5 statement, when you made it?

6 A. It is. It was.

7 Q. Okay. And is it accurate today?

8 A. It is.

9 Q. So Lemuria has a contract with Hotfile Limited to
10 provide web hosting services for the Hotfile website,
11 correct?

12 A. Lemuria has a contract with Hotfile Limited to the
13 extent that Hotfile Limited -- to the extent that
14 Hotfile Limited is acting on behalf of Hotfile Corp.

15 (Reporter clarification.)

16 MR. THOMPSON: "... acting on behalf of Hotfile Corp."

17 BY MR. FABRIZIO:

18 Q. And in paragraph 5, what did you mean by a "contract"?

19 MR. THOMPSON: I object to calling for a legal conclusion.

20 MR. FABRIZIO: Well, the witness is -- every time I use the
21 term "contract," he expresses a misunderstanding of what
22 I mean. So I want to just get a common understanding.

23 MR. THOMPSON: Same objection.

24 You can answer if you understand the question.

25 A. I understand the question, and beyond the fact that

1 there is no written contract, I think that -- my
2 understanding was that verbal or other kind of
3 understanding is still a contract.

4 BY MR. FABRIZIO:

5 Q. Okay, I just want to confirm: So there is no written
6 contract between Lemuria and Hotfile Limited?

7 A. I don't know anything about any such contract.

8 Q. Okay. Did Lemuria and Hotfile Limited reach an
9 agreement under the terms as to which Lemuria would
10 provide web hosting services to Hotfile?

11 MR. THOMPSON: Objection, vague, calls for a legal
12 conclusion.

13 A. Since the two companies are doing business, I think it's
14 fair to say that they have reached an agreement.

15 BY MR. FABRIZIO:

16 Q. Well, I guess what I'm trying to get at is, was there
17 a point in time when Hotfile Limited and Lemuria sat
18 down and said, "Here's what our agreement is," and
19 specified the terms of their agreement?

20 MR. THOMPSON: Objection, vague.

21 A. It was more like Hotfile Corp defining the terms of
22 agreement and then Hotfile implementing them with their
23 contract with Lemuria.

24 BY MR. FABRIZIO:

25 Q. I'm not quite sure I understood your answer.

1 MR. THOMPSON: Maybe we should make sure that we got the
2 right "Hotfile." The second use of "Hotfile" in the
3 last answer doesn't have anything after it.

4 MR. FABRIZIO: I didn't think he said anything after it.
5 I think that was what confused everybody.

6 MR. THOMPSON: Perhaps you can clarify.

7 MR. FABRIZIO: Maybe I can just ask the question again.

8 Q. Was there a point in time when Hotfile Limited and
9 Lemuria reached a specific agreement as to the terms of
10 Lemuria's contract?

11 MR. THOMPSON: Objection, vague.

12 A. I don't know.

13 BY MR. FABRIZIO:

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16 BY MR. FABRIZIO:

17 Q. Does Hotfile -- strike that.

18 Does Lemuria send Hotfile Limited invoices for the
19 services it performs?

20 A. It keeps track of records and money movement, but not
21 each time a document is created.

22 Q. Well, how does Hotfile Limited know how much to pay
23 Lemuria at any given time?

24 A. That would be by Hotfile -- by Hotfile Corp. and Lemuria
25 agreeing on special terms on payments, and then it's

1 given to them.

2 Q. So Hotfile and Lemuria reach an agreement as to how much
3 Hotfile will pay Lemuria each time Hotfile pays Lemuria?

4 MR. THOMPSON: Objection, vague in the use of "Hotfile."

5 BY MR. FABRIZIO:

6 Q. Well, let me correct -- let me clarify that.

7 Has Hotfile Corporation ever made a payment to
8 Lemuria?

9 A. Not directly, I believe, no.

10 Q. Has any company other than Hotfile Limited ever made
11 a payment to Lemuria?

12 A. I don't know.

13 Q. You can't recall, or you don't know?

14 MR. THOMPSON: Objection, vague.

15 A. I can't recall.

16 BY MR. FABRIZIO:

17 Q. So speaking of Hotfile Limited, how does Hotfile Limited
18 -- well, strike that.

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7 If -- may I ask if when we finish with the document,
8 to take a break?

9 MR. FABRIZIO: We're finished with the document, and we can
10 take a break.

11 VIDEOGRAPHER: Going off the record at 3 o'clock. This is
12 the end of tape 2, volume I, of Anton Titov's
13 deposition.

14 (A break was taken.)

15 VIDEOGRAPHER: This is the beginning of tape 3, volume I,
16 and a continuation of the deposition of Mr. Anton Titov.
17 On the record, 3:14.

18 BY MR. FABRIZIO:

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7 Q. Okay. Is that the only payment-processing account that
8 Hotfile Limited operates?

9 A. Yeah, I think so.

10 Q. Okay. Does Hotfile accept other types of payments for
11 premium subscriptions?

12 A. Yes, it does.

13 Q. What are some of those?

14 A. At certain -- at certain point, Hotfile accepted credit
15 cards through SecPay and other processors; I am not sure
16 if we do now. Generally for different countries, there
17 are different means of payment.

18 Q. Okay. And does Hotfile Corporation receive those funds
19 from those other payment means directly?

20 A. Yes, I think so.

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7 MR. FABRIZIO: I am going to ask the court reporter to mark
8 as Titov exhibit 22 an application for a DMCA subpoena
9 in the matter of Corbin Fisher, dated August 28, 2009.
10 (Titov exhibit 22 marked for identification.)

11 BY MR. FABRIZIO:

12 Q. Mr. Titov, this is a long document. The only question
13 that I want to ask you is: Were you aware in the August
14 2009 timeframe that -- that the operators or that the
15 owners of Corbin Fisher had served a subpoena on
16 Webzilla for Webzilla to identify the operators of
17 Hotfile?

18 A. I don't know about the timeframe, but yeah, I believe
19 that's Webzilla for Hotfile did -- about this.

20 Q. And Webzilla informed Hotfile about the subpoena roughly
21 contemporaneous with the subpoena?

22 MR. THOMPSON: Objection. Lacks foundation, calls for
23 speculation.

24 A. Sorry, can you rephrase? I don't --

25 BY MR. FABRIZIO:

1 Q. Sure. Did you learn about the subpoena roughly at the
2 time the subpoena was issued?

3 A. Probably it was some time after. A matter of days,
4 probably. I don't know.

5 Q. Was Hotfile still a customer of Webzilla at the time you
6 learned about this subpoena?

7 A. Yes, I believe so, or at least partly.

8 Q. Okay. And Corbin Fisher, do you understand that the
9 owners of the Corbin Fisher works are Liberty Media?

10 A. I understand that.

[REDACTED]

[Redacted text block containing multiple lines of blacked-out information]

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11 BY MR. FABRIZIO:

12 Q. When was Lemuria incorporated?

13 A. If I'm not mistaken, it would be October 2009.

14 Q. And are you the sole director of Lemuria?

15 A. Yes, I manage Lemuria Communications.

16 Q. Let me just make sure that's clear. You own Lemuria 100
17 percent, correct?

18 A. Yes, I do.

19 Q. And you manage Lemuria?

20 A. Yes, I do.

21 Q. Does anybody manage Lemuria with you?

22 A. No.

23 Q. Okay. And are you on the board of directors of Lemuria?

24 A. Yeah, I think I am the only director of Lemuria.

25 Q. Is anybody else on the board of directors with you?

1 A. No.

2 Q. Are you an employee of Lemuria?

3 MR. THOMPSON: Objection, calls for a legal conclusion.

4 BY MR. FABRIZIO:

5 Q. Well, strike that.

6 You said previously that you received a salary from
7 Lemuria, correct?

8 A. Yes, I do.

9 Q. Okay. Do you have a title at Lemuria?

10 A. To the extent that -- again, I don't really assign or we
11 don't really assign, in our team, titles. But I would
12 say that I am manager of Lemuria.

13 Q. Okay. Is there anybody more senior than you at Lemuria?

14 A. No.

15 Q. And Lemuria provides hosting services and the other
16 services we've described for Hotfile, correct?

17 A. That is correct.

18 Q. Does it provide services for any other company?

19 A. Yes, it does.

20 Q. Okay, for what other company?

21 A. The company name is Neterra.

22 Q. Can you spell that?

23 A. N-E-T-E-R-A [sic].

24 Q. Okay. What services does Lemuria provide for Neterra?

25 A. They have two servers with Lemuria.

1 for that. And once the system was already set up, the
2 plaintiffs already bring the litigation, and I didn't
3 really have time to negotiate with Mr. Dilkov anymore.

4 Q. But is that -- are those servers up and running?

5 A. Yes.

6 Q. Are they streaming?

7 A. I don't know for a fact.

8 Q. Excuse me?

9 A. I don't know for a fact what they are doing. Last time
10 I was there they were generating some bandwidth.

11 Q. Do you have a contract -- strike that.

12 Does Lemuria have a contract with Neterra?

13 A. No, it does not.

14 Q. I meant a written agreement.

15 A. Mmm?

16 Q. A written agreement of any kind.

17 A. No written agreement of any kind.

18 Q. Other than Neterra, does Lemuria provide services for
19 any other company or person?

20 A. No, I don't think so.

21 Q. Are the payments Lemuria receives from Hotfile the only
22 revenues Lemuria has?

23 A. I believe so.

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19 Q. Okay. Maybe you should then explain exactly what
20 Mr. Vangelov does for Hotfile.

21 MR. THOMPSON: Objection, vague, and asked and answered.

22 A. He would be participating in taking decisions; he would
23 be responsible for contacting -- or contacts with
24 potential investors, and other types of external
25 communication.

1 BY MR. FABRIZIO:

2 Q. Do you perform services for Hotfile in your personal
3 capacity as opposed to Lemuria performing them?

4 MR. THOMPSON: Objection. Vague, calls for a legal
5 conclusion.

6 A. I think so, yes.

7 BY MR. FABRIZIO:

8 Q. What activities do you perform for Hotfile in your
9 personal capacity and not through Lemuria?

10 A. I would say participating in making decisions is an
11 activity that I would perform in my personal capacity as
12 a shareholder of Hotfile Corp.

13 Q. Do you also supervise Chubarov, Kolev and Ianakov?

14 MR. THOMPSON: Objection, vague.

15 A. To the term "supervise," I'm not sure that I do in fact
16 supervise them, but to -- to the extent they need some
17 guidance and understanding of the technical parts of
18 the -- of our system, yes, we do communicate, and --
19 yes, I would say that I have certain authority over
20 them.

21 BY MR. FABRIZIO:

22 Q. So is it your understanding that part of your Lemuria
23 salary is compensation for the work you do for Hotfile
24 in your individual capacity?

25 MR. THOMPSON: Objection. Asked and answered.

1 Q. Well, do you know anything else about the business of
2 FinArt other than what you've testified?

3 MR. THOMPSON: Objection. Overbroad, and vague.

4 A. Nothing that I can think of currently.

5 BY MR. FABRIZIO:

6 Q. Does FinArt Limited perform any services for Lemuria?

7 A. No services, no.

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1 translation that I'm asking him about.

2 MR. THOMPSON: Well, we can go off the record and take the
3 time to let him read and compare word for word.

4 Why don't you focus on what you care about in the
5 document, and let him see if he has any problem with
6 that.

7 MR. FABRIZIO: Okay.

[REDACTED]

[Redacted text block containing multiple lines of blacked-out information]

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HIGHLY CONFIDENTIAL
CERTIFICATE OF DEPONENT

I, ANTON TITOV, hereby certify that I have read the foregoing pages of my deposition of testimony taken in these proceedings on Monday, December 5, 2011, and, with the exception of the changes listed on the next page and/or corrections, if any, find them to be a true and accurate transcription thereof.

Signed:
Name: ANTON TITOV
Date: 1/22/2012

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HIGHLY CONFIDENTIAL

E R R A T A

Deposition of ANTON TITOV

Page/Line No.	Description	Reason for change
14:18	Eitinerum --> Itinerum	Correct transcription
14:20	EITINERUM --> ITINERUM	Correct transcription
14:21	internet --> intranet	Correct transcription
14:24	all in shelves --> online shops	Correct transcription
15:7	webcasting --> webhosting	Correct transcription
15:10	webcasting --> webhosting	Correct transcription
18:6	Ilan --> Elan	Correct transcription
20:9	Manix: M-A-N-I-X -> Maniax: M-A-N-I-A-X	Correct trans.
35:16	unimportant --> important	Correct transcription
35:17	he show choice --> he may choose	Clarify record
37:6	Stillings --> Stallings	Correct transcription
37:8	S-T-I-L-L-I-N-G-S --> S-T-A-L-L-I-N-G-S	Correct trans.
38:3	qualification --> collocation	Correct transcription
39:2	Equinix bandwith --> Equinix, bandwith	Clarify record

Signed:

Name: ANTON TITOV

Date:

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HIGHLY CONFIDENTIAL

E R R A T A

Deposition of ANTON TITOV

Page/Line No.	Description	Reason for change
44:1	IT --> IP	Correct transcription
46:16	with the grade, --> would degrade	Correct trans.
46:17	the traffic flows into there from --> when the traffic flows into their network from	Correct transcription
47:3	We can say any old --> We cannot say we want	Correct trans.
57:23	costing --> hosting	Correct transcription
61:15	Vlad --> Blue Ant	Correct transcription
65:24	Konstantin Lucyan --> Constantin Luchian	Correct trans.
77:11	lemur --> Lima	Correct transcription
89:6	SA --> Yes	Correct transcription
89:21	I know what --> I don't know what	Correct trans.
99:11	Panek --> Penev	Correct transcription
109:23	Chubarov --> Chuburov	Correct transcription

Signed:

Name: ANTON TITOV

Date:

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HIGHLY CONFIDENTIAL

E R R A T A

Deposition of ANTON TITOV

Page/Line No.	Description	Reason for change
110:1	Mr. Ianakov manages --> Mr. Stoyanov and Mr. Vangelov manage	Conform to facts
111:15	SecPay --> SegPay	Correct transcription
119:5	Limewire --> Limelight	Correct transcription
119:13	Limewire --> Limelight	Correct transcription
126:10	I was there --> I checked	Correct transcription
128:17	And that is tradition the Blue Ant contract is to -->	
	And the Blue Ant contract is still	Correct transcription
128:18	enforce --> in force	Correct transcription
138:8	Ignitov --> Ignatov	Correct transcription
138:10	I-G-N-I-T-O-V --> I-G-N-A-T-O-V	Correct transcription
65:24, 66:3, 66:8, 67:4, 68:3, 68:16, 70:13, 70:19, 70:21, 71:13, 71:18, 72:3, 72:7, 72:9,	Lucyan --> Luchian	Correct trans.
74:3, 75:10, 75:18, 76:4, 76:5, 76:8		"
72:17	Lucyan's --> Luchian's	Correct transcription

Signed:

Name: ANTON TITOV

Date: 1/20/2012

HIGHLY CONFIDENTIAL
CERTIFICATE OF COURT REPORTER

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I, Fiona Farson, with TSG Reporting, hereby certify that the testimony of the witness Anton Titov in the foregoing transcript, taken on Monday, December 5, 2011 was reported by me in machine shorthand and was thereafter transcribed by me; and that the foregoing transcript is a true and accurate verbatim record of the said testimony.

I further certify that I am not a relative, employee, counsel or financially involved with any of the parties to the within cause, nor am I an employee or relative of any counsel for the parties, nor am I in any way interested in the outcome of the within cause.

Signed:

Fiona Farson

Dated: December 15th, 2011

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF FLORIDA
3 CASE NO. 11-20427-WILLIAMS/TURNOFF

3 - - - - -
4 DISNEY ENTERPRISES,
5 INC., TWENTIETH CENTURY
6 FOX FILM CORPORATION,
7 UNIVERSAL CITY STUDIOS
8 PRODUCTIONS LLLP,
9 COLUMBIA PICTURES
10 INDUSTRIES, INC., and
11 WARNER BROS.
12 ENTERTAINMENT, INC.,

13 Plaintiff,

14 v.

15 HOTFILE CORP., ANTON
16 TITOV, and DOES 1-10,

17 Defendants.

18 HOTFILE CORP.,

19 Counterclaimant,

20 v.

21 WARNER BROS ENTERTAINMENT
22 INC.,

23 Counterdefendant.

24 - - - - -
25 VOLUME II

26 H I G H L Y C O N F I D E N T I A L
27 (Pursuant to protective order, the following
28 transcript has been designated highly confidential)

29 30 (b) (6) DEPOSITION OF ANTON TITOV
30 Radisson Blu Hotel
31 Sofia, Bulgaria
32 Tuesday, December 6, 2011
33 AT: 9:10 a.m.
34 Job No: 44175

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A P P E A R A N C E S

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JENNER & BLOCK

BY: STEVEN B. FABRIZIO, ESQ.

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Washington, DC 20001

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AND ANTON TITOV:

FARELLA, BRAUN & MARTEL

BY: RODERICK M. THOMPSON, ESQ.

235 Montgomery Street

San Francisco, California 94104

BOSTON LAW GROUP

VALENTIN GURVITS

825 Beacon Street

Newton Center, MA 02459

1 Also present:

2 Court reporter:

3 Fiona Farson
TSG Reporting

4

5 Videographer:

6 Simon Rutson
TSG Reporting

7

8 Interpreter:

9 Assist. Prof. Boris Naimushin, Ph.D.

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11 Technical expert:

12 Kelly Truelove

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7 Q. Okay, thank you very much.

8 MR. FABRIZIO: Do you want him to translate any more?

9 MR. THOMPSON: No, I don't -- I object to any translation at
10 all. You're -- it's -- you're the one who's harassing
11 him, sir.

12 MR. FABRIZIO: Oh, okay.

13 MR. THOMPSON: So the record's clear, you asked him
14 a question; he answered your question; you cut him off
15 in mid-sentence because you didn't like the end of the
16 sentence.

17 MR. FABRIZIO: I have no problem with the end of the
18 sentence. It was translated twice in English. It
19 simply -- I was trying to be sensitive to the fact that
20 you were objecting to him spending time translating.

21 MR. THOMPSON: So don't ask him to translate.

22 MR. FABRIZIO: I just wanted the first part translated.

23 MR. THOMPSON: Which has been translated inconsistently by
24 your expert translators.

25 MR. FABRIZIO: It's not inconsistent.

[Redacted text block containing multiple lines of blacked-out content]

[Redacted text block containing multiple lines of obscured information]

1 was there a regular practice of identifying copyright
2 infringers and tracking copyright infringers so that
3 Hotfile could identify repeat copyright infringers?

4 MR. THOMPSON: Objection, vague.

5 A. The practice was to terminate repeat infringers after
6 a complaint from owner of a copyright, and -- or even
7 just an indication from copyright owner that he has
8 a certain problem with the user. And there might be
9 other ways to -- I mean, the general idea was that it
10 was by discretion.

11 BY MR. FABRIZIO:

12 Q. By discretion of who?

13 A. Most of the time it was by Ianakov and Manov.

14 Q. Did you or any of the other shareholders, to your
15 knowledge, give Mr. Ianakov or Manov instructions as to
16 when they should terminate copyright infringers?

17 MR. THOMPSON: Objection. Overbroad, vague as to time.

18 BY MR. FABRIZIO:

19 Q. For the current time, all my questions concern the
20 period of time prior to the filing of this action. When
21 we're shifting to the post complaint period of time,
22 I'll let you know. Okay?

23 A. Yes.

24 Q. So did you -- or, to your knowledge, any of the other
25 Hotfile shareholders -- ever give Mr. Ianakov or

1 Mr. Manov instructions with regard to terminating
2 copyright infringers?

3 MR. THOMPSON: Objection, overbroad.

4 A. I believe so.

5 BY MR. FABRIZIO:

6 Q. What instructions did you give them?

7 A. I don't remember any specifics, but I think that the
8 outline of the instructions was to terminate on request
9 and to try to help the complaining party.

10 Q. Prior to the filing of this complaint, when Hotfile
11 received a DMCA notice from a copyright owner, did
12 Hotfile attempt to identify the user who had uploaded
13 the offending file?

14 MR. THOMPSON: Objection, overbroad.

15 A. I don't believe that would be the case most of the time.
16 But again, on discretion, employees could investigate
17 further.

18 BY MR. FABRIZIO:

19 Q. When you say "on occasion," [sic] do you mean when
20 a copyright owner insisted?

21 MR. THOMPSON: Objection. Vague, misstates testimony.

22 BY MR. FABRIZIO:

23 Q. Well, let me -- let me rephrase that.

24 Absent a request, a specific request by a copyright
25 owner, prior to the filing of this action, did Hotfile

1 have a practice of identifying the user who had uploaded
2 files identified as infringing in DMCA notices?

3 MR. THOMPSON: Objection. Overbroad, and asked and
4 answered.

5 A. I won't say "specific request," but if a copyright
6 holder would raise some kind of concern that I -- I
7 think can be -- can be summarized, again, a discretion,
8 identification could be made.

9 BY MR. FABRIZIO:

10 Q. Okay. My question, though, is without a request from
11 a copyright owner, when Hotfile received a DMCA notice,
12 did Hotfile, as a matter of practice, identify the user
13 who had uploaded the offending file?

14 MR. THOMPSON: Objection. Asked and answered.

15 A. I don't believe so.

16 BY MR. FABRIZIO:

17 Q. Is there any written document, formal or informal,
18 through which Hotfile communicated with Mr. Ianakov or
19 Manov whether and how they should terminate copyright
20 infringers?

21 A. I'm not aware of any.

22 Q. Did you personally give either of those gentlemen
23 instructions as to how to treat copyright infringers?

24 MR. THOMPSON: Objection. Overbroad and vague.

25 A. I don't remember.

1 BY MR. FABRIZIO:

2 Q. Are you aware that either of the other shareholders
3 specifically instructed Mr. Ianakov or Manov as to how
4 they should deal with repeat copyright infringers?

5 A. I don't have any clear memories of what happened in
6 2009.

7 Q. Do you have any memory at all?

8 MR. THOMPSON: Objection. Overbroad and vague.

9 A. I remember some discussions on the topic, but not
10 specifically the time, or --

11 BY MR. FABRIZIO:

12 Q. What do you --

13 A. -- who said what.

14 Q. What do you remember?

15 A. I remember Andrew raising some concerns, or asking
16 questions, and somebody telling him to terminate users
17 that are -- users that are reported by a copyright owner
18 to be repeat infringers.

19 Q. Was that in regard to a specific user, or as a general
20 policy?

21 MR. THOMPSON: Objection, vague.

22 A. I don't remember.

23 BY MR. FABRIZIO:

24 Q. Prior to the filing of this complaint, did Hotfile have
25 a system that in some way flagged users that had

1 numerous complaints about copyright infringement?

2 MR. THOMPSON: Objection. Vague and ambiguous, asked and
3 answered.

4 A. No, I don't believe so.

5 BY MR. FABRIZIO:

6 Q. Prior to the filing of this complaint, did Hotfile have
7 a determined policy as to how many copyright owner
8 complaints it would take before Hotfile would terminate
9 a user?

10 MR. THOMPSON: Objection. Vague and ambiguous, overbroad.

11 A. I don't believe Hotfile had any policy of how many DMCA
12 notices it would take to terminate --

13 (Reporter clarification.)

14 A. -- DMCA notices it would take to terminate
15 a user, repeat infringer.

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3 And why don't we change the tape while the witness
4 reviews the document.

5 (Titov Exhibit 35 marked for identification.)

6 VIDEOGRAPHER: Off the record, 2:39. This is the end of
7 tape 2, volume II, of Anton Titov's deposition.

8 (A break was taken.)

9 VIDEOGRAPHER: This is the beginning of tape 3, volume II,
10 and a continuation in the deposition of Mr. Anton Titov.
11 On the record, 2:41.

12 BY MR. FABRIZIO:

13 Q. Mr. Titov, does the email from -- actually, could I see
14 that exhibit one more time?

15 MR. FABRIZIO: Wrong document. Let's just leave it as
16 exhibit 35. But that wasn't the document I intended to
17 mark.

18 (Titov exhibit 36 marked for identification.)

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[Redacted content: This section contains multiple lines of text that have been completely obscured by black redaction bars. The layout consists of approximately 20 lines of varying lengths and indentations, all rendered illegible due to the redaction process.]

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25 MR. THOMPSON: Mr. Titov would like to take a break when you

1 have a chance.

2 MR. FABRIZIO: Why don't we take a break now, and I'll mark
3 things while we're off the record.

4 VIDEOGRAPHER: Off the record, 3 o'clock.

5 (A break was taken.)

6 (Titov exhibits 39 and 40 marked for identification.)

7 VIDEOGRAPHER: Back on the record, 3:12.

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25 (Titov exhibit 41 marked for identification.)

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25 (Titov exhibit 42 marked for identification.)

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3 BY MR. FABRIZIO:

4 Q. Do you want to take a quick break now, or do you want to
5 go on for a little bit?

6 A. A quick break would be nice.

7 MR. FABRIZIO: Let's take a quick break.

8 VIDEOGRAPHER: Off the record at 3:53.

9 (A break was taken.)

10 VIDEOGRAPHER: Back on the record, 4:04.

11 BY MR. FABRIZIO:

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9 Q. Currently -- just wait one second; I kind of feel like
10 it's dial-an-expert. It's kind of like he's here.

11 MR. THOMPSON: We can't hear what he's saying, though.

12 MR. FABRIZIO: You can't hear what he's saying; I can.
13 I feel like a newscaster.

14 MR. THOMPSON: That's right. Maybe a puppet, huh?

15 BY MR. FABRIZIO:

16 Q. Okay. Sorry, my editor was talking.

17 Currently, Hotfile receives DMCA notices by regular
18 mail, correct?

19 A. Correct.

20 Q. By facsimile, correct?

21 A. Correct.

22 Q. By email, correct?

23 A. Correct.

24 Q. And by special rights holder account, correct?

25 A. Correct.

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HIGHLY CONFIDENTIAL
CERTIFICATE OF DEPONENT

I, ANTON TITOV, hereby certify that I have read the foregoing pages of my deposition of testimony taken in these proceedings on Tuesday, December 6, 2011, and, with the exception of the changes listed on the next page and/or corrections, if any, find them to be a true and accurate transcription thereof.

Signed:

Name: ANTON TITOV

Date: 1/20/2012

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HIGHLY CONFIDENTIAL

E R R A T A

Deposition of ANTON TITOV

Page/Line No.	Description	Reason for change
225:25	Remind me. --> There might be.	Correct transcription
234:20	Presentation --> representation	Correct transcription
234:20	cost of the --> concept of	Correct transcription
261:2	As --> That's	Correct transcription
273:20	Limewire --> Limelight	Correct transcription
279:3	is --> would	Correct transcription
293:11	following --> logging	Correct transcription
306:5	calls --> holds	Correct transcription
306:6	service at hotfile.com --> to abuse@hotfile.com	Correct trans.
321:6	would decide it --> with this ID	Correct transcription
333:20	brought --> blocked	Correct transcription
337:7	file --> file ID	Correct transcription

Signed:

Name: ANTON TITOV

Date:

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HIGHLY CONFIDENTIAL

E R R A T A

Deposition of ANTON TITOV

Page/Line No.	Description	Reason for change
361:25	state --> table	Correct transcription
368:7	users stay on our uploads --> users_cowner_upload	Correct trans

Signed:

Name: ANTON TITOV

Date: 1/20/2012

HIGHLY CONFIDENTIAL
CERTIFICATE OF COURT REPORTER

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I, Fiona Farson, with TSG Reporting, hereby certify that the testimony of the witness Anton Titov in the foregoing transcript, taken on Tuesday, December 6, 2011 was reported by me in machine shorthand and was thereafter transcribed by me; and that the foregoing transcript is a true and accurate verbatim record of the said testimony.

I further certify that I am not a relative, employee, counsel or financially involved with any of the parties to the within cause, nor am I an employee or relative of any counsel for the parties, nor am I in any way interested in the outcome of the within cause.

Signed:

Fiona Farson

Dated: 12/17/2011

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF FLORIDA
3 CASE NO. 11-20427-WILLIAMS/TURNOFF

4 DISNEY ENTERPRISES,
5 INC., TWENTIETH CENTURY
6 FOX FILM CORPORATION,
7 UNIVERSAL CITY STUDIOS
8 PRODUCTIONS LLLP,
9 COLUMBIA PICTURES
10 INDUSTRIES, INC., and
11 WARNER BROS.

12 ENTERTAINMENT, INC.,
13 Plaintiff,

14 v.

15 HOTFILE CORP., ANTON
16 TITOV, and DOES 1-10,

17 Defendants.

18 HOTFILE CORP.,
19 Counterclaimant,

20 v.

21 WARNER BROS ENTERTAINMENT
22 INC.,

23 Counterdefendant.

24 -----
25 VOLUME III

26 H I G H L Y C O N F I D E N T I A L
27 (Pursuant to protective order, the following
28 transcript has been designated highly confidential)

29 30 (b) (6) DEPOSITION OF ANTON TITOV

30 Radisson Blu Hotel

31 Sofia, Bulgaria

32 Wednesday, December 7, 2011

33 AT: 9:09 a.m.

34 Job # 44429

1 A P P E A R A N C E S

2 ATTORNEY FOR THE PLAINTIFFS:

JENNER & BLOCK, LLP
3 BY: STEVEN FABRIZIO, ESQ.
1099 New York Avenue, NW
4 Washington, DC 20001
5
6
7

8 ATTORNEY FOR THE DEFENDANTS HOTFILE CORP.,
AND ANTON TITOV:

9 FARELLA, BRAUN & MARTEL, LLP
BY: RODERICK THOMPSON, ESQ.
235 Montgomery Street
10 San Francisco, California 94104
11

12 BOSTON LAW GROUP
BY: VALENTIN GURVITS
13 825 Beacon Street
Newton Center, MA 02459
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1 Also present:

2 Court reporter:

3 Fiona Farson

TSG Reporting

4

5 Videographer:

6 Simon Rutson

TSG Reporting

7

8 Interpreter:

9 Assist. Prof. Boris Naimushin, Ph.D.

10 Elena Alexieva

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14 Q. Okay. Why does Hotfile -- well, strike that. When
15 Mr. Ianakov or whoever is looking at the actual emails
16 in the email box, reviews a user email, does it -- is he
17 able to view the information that we see on exhibit 50?

18 MR. THOMPSON: Objection, overbroad.

19 A. I believe so.

20 BY MR. FABRIZIO:

21 Q. Okay. Why does Hotfile add all of the information that
22 we discussed as either automatically generated or input
23 by Hotfile?

24 A. I don't know for a fact.

25 Q. What do you believe?

1 MR. THOMPSON: Objection, calls for speculation.

2 A. I believe that this information, that may make his work
3 more efficient.

4 BY MR. FABRIZIO:

5 Q. In what way?

6 A. Provide him more input about the user.

7 Q. Who decided what information would be presented on these
8 user communications?

9 A. I don't know for a fact.

10 Q. Well, somebody wrote code to make this happen, correct?

11 MR. THOMPSON: Objection, vague.

12 A. Correct.

13 BY MR. FABRIZIO:

14 Q. Did you write the code?

15 A. No, I did not.

16 Q. Who wrote that code?

17 A. I believe that to be Diyan Chuburov.

18 Q. All right. What I'm going to do now, hopefully, is
19 I have a series of user communications through the
20 Contact us page that were produced to us by Hotfile, and
21 I'm going to give you a whole stack of them that I've
22 premarked, give you an opportunity to review them, and
23 then, generally speaking, what I intend to do is simply
24 to confirm that these are authentic copies of user
25 communications through the Contact us page, and in some

1 A. Yes, I had an opportunity to review them.

2 Q. Okay. Are Titov exhibits 51 through 142 a true and
3 correct copy of user communications with Hotfile and, in
4 some cases, Hotfile's responses to those users?

5 MR. THOMPSON: Objection. Overbroad and compound for 91
6 separate exhibits. And Mr. Titov has certainly had
7 a chance to scan them, but obviously not read every
8 word.

9 A. I don't have reasons to believe that they're not.

10 BY MR. FABRIZIO:

11 Q. Okay. Did you -- do you recognize the format of the
12 communications being similar to the format that we
13 discussed at some length with regard to Titov
14 exhibit 50?

15 A. Yes, I do.

16 Q. Okay. And were Titov exhibits 51 through 142 roughly in
17 that same format?

18 MR. THOMPSON: Objection. Vague.

19 A. I can't say about all of them, but definitely most of
20 them, yes.

21 BY MR. FABRIZIO:

22 Q. Okay. Do you have any reason to believe that Titov
23 exhibits 151 [sic] through 142 are not true and correct
24 copies of user communications to and from Hotfile?

25 MR. THOMPSON: I think you misstated on 51.

1 MR. FABRIZIO: Titov exhibits 51 through --

2 MR. THOMPSON: You said "151." Okay. I'm sorry. She
3 corrected it for you.

4 BY MR. FABRIZIO:

5 Q. Let me just state it again.

6 Do you have any reason to believe that Titov
7 exhibits 51 through 142 are not true and correct copies
8 of user communications to and from Hotfile Corporation?

9 MR. THOMPSON: Objection. Compound.

10 A. No, I don't.

11 MR. FABRIZIO: Okay. Why don't we take that break now so
12 you can --

13 VIDEOGRAPHER: Off the record, 10:24.

14 (A break was taken.)

15 VIDEOGRAPHER: Back on the record, 10:45.

16 BY MR. FABRIZIO:

17 Q. All right, as promised, I'm only going to ask you
18 questions about a few of these, so let me just start by
19 turning to exhibit 51, which is the one right on top for
20 you.

21 The top part of exhibit 51, it says "From: ...
22 hotfile.general@gmail.com," when Hotfile responded to
23 users' -- user communications, would those responses
24 sometimes come from the hotfile.general@gmail.com
25 account?

[Redacted text block containing approximately 25 lines of obscured content]

[REDACTED]

16 MR. FABRIZIO: Let me mark as Titov exhibit 145 -- Titov
17 exhibit 145, a one-page document titled, "Interim
18 Designation of Agent to Receive Notification of Claimed
19 Infringement," which is a Copyright Office document, and
20 it is marked, "Received" on December 24, 2009.

21 (Titiv exhibit 145 marked for identification.)

22 BY MR. FABRIZIO:

23 Q. Is exhibit 145 Hotfile's registration of a DMCA agent
24 with the United States Copyright Office?

25 A. I believe so.

1 Q. Is this the first time Hotfile registered a DMCA agent
2 with the United States Copyright Office?

3 A. Yes, this is the first time.

4 Q. Why didn't Hotfile register a DMCA agent with the
5 Copyright Office prior to December 24, 2009?

6 A. Hotfile believed that an email address posted on the
7 website is enough to have a DMCA agent.

8 Q. Okay. So prior to December 24, 2009, Hotfile was aware
9 of the obligation to register a DMCA agent, is that
10 correct?

11 MR. THOMPSON: Objection, misstates testimony.

12 A. Hotfile was aware of the obligation to have a DMCA
13 agent.

14 BY MR. FABRIZIO:

15 Q. Okay. Prior to December 24, 2009, correct?

16 A. Correct.

17 Q. And as early as February of 2009, correct?

18 A. Correct.

19 Q. Was there an event that led Hotfile to file
20 a registration with the US Copyright Office for the DMCA
21 agent?

22 MR. THOMPSON: Mr. Titov, don't reveal any attorney/client
23 information. You can answer.

24 A. Yes, there was.

25 BY MR. FABRIZIO:

1 Q. Had you ever read the DMCA prior to the time Hotfile
2 registered an agent with the Copyright Office?

3 MR. THOMPSON: Objection, overbroad and vague.

4 A. Are you asking me personally?

5 BY MR. FABRIZIO:

6 Q. Right now I am asking you personally.

7 A. I don't know. I don't remember.

8 Q. To your knowledge had anyone at Hotfile reviewed the
9 DMCA prior to December 24, 2009?

10 MR. THOMPSON: Objection, vague.

11 A. I don't know.

12 BY MR. FABRIZIO:

13 Q. Is there somebody at Hotfile that has responsibility for
14 the DMCA or other legal matters?

15 MR. THOMPSON: Objection, compound.

16 A. I wouldn't say that it's a strictly defined
17 responsibility, but I would say that it's Atanas
18 Vangelov.

19 BY MR. FABRIZIO:

20 Q. If you take a look at exhibit 145, in the section that
21 says, "Full Address of Designated Agent... " there's an
22 address that's 1007 North Federal Highway, Suite 240,
23 Fort Lauderdale, Florida, do you see that?

24 A. I do see that.

25 Q. Okay. That wasn't the address you gave me at the

1 beginning of the deposition as either Hotfile's or as
2 either Lemuria's Florida address or as Lucyan's Florida
3 address, is it?

4 MR. THOMPSON: Objection, misstates testimony.

5 A. No, it is not.

6 BY MR. FABRIZIO:

7 Q. Okay. What is 1007 North Federal Highway?

8 A. I don't know for a fact.

9 Q. Is it a mail service, a PO box?

10 A. I don't know for a fact.

11 Q. Have you ever been to 1007 North Federal Highway?

12 A. I don't believe so.

13 Q. Okay. What do you understand it to be?

14 A. I don't know what it is.

15 Q. Have you ever been told that 1007 North Federal Highway
16 in Fort Lauderdale is a UPS store?

17 A. I don't believe so.

18 Q. Okay. So you have no idea what is at the address
19 1007 North Federal Highway, is that your testimony?

20 MR. THOMPSON: Objection, argumentative.

21 A. No, I don't know what is there.

22 BY MR. FABRIZIO:

23 Q. Okay. Who filled out Hotfile's DMCA registration form?

24 A. I believe it was Mr. Lucyan.

25 Q. And did you or somebody else at Hotfile direct him to do

1 A. I don't think so.

2 BY MR. FABRIZIO:

3 Q. Does Hotfile have any other source of revenue, other
4 than premium subscriptions?

5 MR. THOMPSON: Objection, overbroad and vague.

6 A. Currently, no.

7 BY MR. FABRIZIO: Has Hotfile ever had a source of revenue,
8 other than premium subscriptions?

9 A. I believe that at the very beginning there was some
10 advertising on the website.

11 Q. How long did that last?

12 A. I don't know for sure, but maybe until July 2009.

13 Q. Why did Hotfile stop having advertising on its website?

14 A. I don't know for a fact.

15 Q. What do you believe?

16 A. I believe that the advertising revenue wasn't -- wasn't
17 something that we wanted to consider the possibility
18 that someone is stealing clients, I would say.

19 Q. What do you mean by consider the possibility that
20 somebody is stealing clients?

21 MR. THOMPSON: Objection, vague.

22 A. Again, I am reminded of just my belief about something
23 that happened a long time ago, and I don't remember any
24 factual information, but when you sell service, somebody
25 else advertising on your website may sell something to

1 the users, or he won't have money to buy your service or
2 whatever.

3 BY MR. FABRIZIO:

4 Q. And why would that lead -- strike that.

5 Why did that lead Hotfile to cease carrying
6 advertising on its website?

7 A. It was just not impressed with the financial result of
8 the advertising.

9 Q. Did you participate in the decision to stop carrying
10 advertising?

11 A. I don't remember.

12 Q. Who made the decision to stop carrying advertising?

13 A. I don't have any clear memories, but it was maybe Rumen
14 Stoyanov.

15 Q. Okay. So -- but since the time Hotfile stopped carrying
16 advertising, Hotfile's only source of revenues was the
17 sale of premium subscriptions, correct?

18 A. That is correct.

19 Q. Okay. And one of the advantages or benefits that
20 Hotfile advertises about its premium service is faster
21 downloads?

22 A. That is correct, that's one of the advantages.

23 Q. And another is no waiting time in order to download?

24 A. I believe so.

25 Q. So Hotfile clearly understands that users will be

1 server for non-premium users as well?

2 A. Sometimes, I believe.

3 Q. Under what circumstances does it do so?

4 A. I'm not sure about the numbers but it's after a few
5 downloads of the file.

6 Q. So, I go back to Hotfile clearly understands that
7 users -- well, strike that.

8 Clearly an important part of Hotfile's business
9 model is that users will be downloading files from
10 Hotfile, is that not correct?

11 MR. THOMPSON: Objection, vague.

12 A. It's fair to say that.

13 BY MR. FABRIZIO:

14 Q. Yeah, and in order to download files, users have to be
15 able to locate those files and know they're hosted on
16 Hotfile, correct?

17 MR. THOMPSON: Objection, compound.

18 A. Either locate or some -- or some reason they receive
19 a link from somebody, then yes.

20 BY MR. FABRIZIO:

21 Q. And a search function on the Hotfile website would aid
22 users in locating files stored on Hotfile, correct?

23 MR. THOMPSON: Objection, vague and ambiguous.

24 A. Yeah, search files is a search function, it will be able
25 to search.

1 BY MR. FABRIZIO:

2 Q. Okay. And it would not be difficult from a technical
3 matter to have a search function that only would locate
4 files that users have designated for public
5 distribution, correct?

6 MR. THOMPSON: Objection, vague and overbroad.

7 A. It's possible, yes.

8 BY MR. FABRIZIO:

9 Q. Okay. So I ask again, why does Hotfile not have such
10 a search function on its website?

11 MR. THOMPSON: Objection, asked and answered.

12 A. It just doesn't.

13 BY MR. FABRIZIO:

14 Q. Well, my question, sir, is; why?

15 MR. THOMPSON: Objection, asked and answered, now twice.

16 A. The same reasons I said before.

17 BY MR. FABRIZIO:

18 Q. And before you said that Hotfile was effectively for
19 storage, and I believe now we've established that it's
20 for downloading as well, so, with that new context, I'd
21 like to understand as best you can tell us why Hotfile
22 doesn't have a search function on its website?

23 MR. THOMPSON: Objection to the preamble as argumentative,
24 misstating testimony. The question has been asked and
25 answered three times.

1 If you have any more -- any more to add, go ahead.

2 A. Well, you are correct that downloading is part of the
3 process, all the Hotfile idea is for the user to choose
4 who would be downloading his files and not to publish
5 them to the whole world.

6 MR. FABRIZIO: Okay. We'll leave it there.

7 I'm going to mark as Titov exhibit 146 a document
8 numbered HF34459, marked as 147 is a document numbered
9 HF34686, and as Titov exhibit 148, a document numbered
10 HF34587.

11 (Titov exhibits 146, 147 and 148 marked for identification.)

12 BY MR. FABRIZIO:

13 Q. Have you had a chance to look at exhibits 146, 147 and
14 148, Mr. Titov?

15 A. Yes, I did.

16 Q. Are these further examples of user communications to
17 Hotfile through the Contact us page?

18 MR. THOMPSON: Objection, vague.

19 A. I don't have any reason to believe they're not.

20 BY MR. FABRIZIO:

21 Q. Okay. And are they true and correct copies of user
22 communications to Hotfile in the February 2001 [sic]
23 timeframe?

24 MR. THOMPSON: Objection, compound.

25 A. 2011?

1 BY MR. FABRIZIO:

2 Q. I said 2011, yes.

3 A. I don't have any reason to believe that it's not.

4 Q. Okay. And look at exhibit 146, please.

5 A. Yes.

6 Q. This user says that they're no longer able to download
7 TV serial -- strike that.

8 The user says that he is no longer able to download
9 TV series and then says:

10 "If you no longer support this feature, then I would
11 like a refund as your service is of no use as it cannot
12 be accessed."

13 Do you see that?

14 A. I do see that.

15 Q. Was this user a premium subscriber?

16 A. From what it says in the email, yes, he was.

17 Q. Okay. And the email reflects that this user last
18 visited a page concerning Two and a Half Men?

19 MR. THOMPSON: Objection, the document speaks for itself,
20 and misstates its content.

21 A. Yes, there is a URL with Two and a Half Men in the
22 subject.

23 BY MR. FABRIZIO:

24 Q. And, to your knowledge, did Hotfile respond to this
25 user?

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15 MR. FABRIZIO: Bear with me, I'm looking for an exhibit from
16 the ESI deposition that I think we used yesterday.

17 A. Mm-hmm.

18 MR. THOMPSON: What's the number?

19 MR. FABRIZIO: Seven and 15.

█ [REDACTED]

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[Redacted text block containing multiple lines of obscured content]

1 Q. You consider yourself a technologist, do you not?

2 A. Yeah, I do.

3 Q. Do you consider Mr. Vangelov a technologist?

4 A. I won't say so.

5 Q. Do you consider Mr. Stoyanov a technologist?

6 A. To a certain extent.

7 Q. And does he write computer code?

8 A. To my best knowledge, he used to, like 20 years ago.

9 Q. Excuse me -- did he write any of the code for Hotfile?

10 A. No, he did not.

11 Q. Did Mr. Vangelov?

12 A. No, he did not.

13 Q. Other than you and Mr. Chuburov, did anybody else write
14 the code for Hotfile?

15 A. Vasil Kolev can write a code, but most of the time he
16 doesn't enjoy the process, so, if it's very necessary to
17 do some fix, he might do it, but it's not his general
18 practice to do so.

19 Q. What about Mr. Ianakov?

20 A. No, I don't think he writes any code.

21 Q. In addition to his responsibilities in communicating
22 with users, did Mr. Ianakov promote Hotfile through
23 internet forums and the like?

24 MR. THOMPSON: Objection, vague.

25 A. Not since the beginning.

1 BY MR. FABRIZIO:

2 Q. But in the beginning he did?

3 A. I believe so.

4 Q. Okay. And you knew he was doing it at the beginning?

5 A. I think so.

6 Q. And you approved of him doing it at the beginning?

7 A. I guess I didn't say anything, so ...

8 Q. You understood he was trying to help Hotfile become more
9 well-known and gain users, correct?

10 A. I think it was my understanding, yes.

11 Q. So you considered his activities good for Hotfile?

12 MR. THOMPSON: Objection, vague.

13 A. I don't know about all his activities but, generally,
14 yes.

15 BY MR. FABRIZIO:

16 Q. Do you know any of the forums on which Mr. Ianakov
17 promoted Hotfile?

18 MR. THOMPSON: Objection, assumes facts.

19 A. Nothing that I can remember now, they were in
20 interrogatory response.

21 BY MR. FABRIZIO:

■ ■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

18 BY MR. FABRIZIO:

19 Q. Okay. Currently you said Hotfile uses a source code
20 version control system?

21 A. Yes, it does.

22 Q. What source code version control system does Hotfile
23 currently use?

24 A. I believe it's Subversion.

25 Q. When did Hotfile begin using Subversion?

[REDACTED]

7 MR. FABRIZIO: Okay. Why don't we take that break.

8 VIDEOGRAPHER: Off the record, 3:57.

9 (A break was taken.)

10 VIDEOGRAPHER: Back on the record, 4:13.

11 BY MR. FABRIZIO:

12 Q. Has Hotfile implemented some form of copyright filtering
13 since the institution of this lawsuit?

14 A. Ask you asking about overall?

15 Q. Well, I was asking any form of copyright filtering.

16 A. Do you consider this?

17 Q. Yeah, I do consider it -- well, let me put it this way;
18 since the institution of this lawsuit, has Hotfile
19 implemented any form of content identification
20 technology?

21 A. Yes, we started using Vobile.

22 Q. Anything else?

23 A. No, I don't think so.

24 Q. Okay. And for the record, what is Vobile?

25 MR. THOMPSON: Objection, vague.

1 A. Vobile is a company that will provide technology for
2 fingerprinting, taking fingerprints from videos --
3 videos, and they -- then they have service for
4 presenting these fingerprints to them, and they will
5 respond if this video matches any video in their
6 database.

7 BY MR. FABRIZIO:

8 Q. And when they respond, because a finger -- they have
9 a fingerprint match, do they provide information about
10 the copyright owner and instructions from a copyright
11 owner with regard to a particular file?

12 MR. THOMPSON: Objection, compound and vague.

13 A. I know for sure that they provide the copyright owner,
14 but I'm not sure about the instructions.

15 BY MR. FABRIZIO:

16 Q. Okay. Well, let me put it this way, if there's a -- if
17 upon submission of a fingerprint to Vobile there's
18 a fingerprint match, Vobile sends information back to
19 you?

20 A. It's more like we are supposed to connect and to check
21 if the submission is processed, but basically that's the
22 idea.

23 Q. Okay. And when Hotfile connects in to check, what
24 information does Vobile make available to Hotfile about
25 the file that it was checking?

1 A. It would be an XML file that will either say that there
2 is no match, or a response that will indicate
3 a copyrighted work name, maybe the producer of the
4 copyrighted work, and I believe the offset in the video
5 where the fingerprint starts the partial match.

6 Q. Does -- anything else?

7 A. That is what I can think of.

8 Q. Does the Vobile data indicate whether the file should be
9 allowed for distribution or blocked?

10 A. Since you are mentioning a certain time, I assume that
11 it does, but I don't have clear memory of it doing so.

12 Q. Okay.

13 MR. THOMPSON: Again, Mr. Titov, I know Mr. Fabrizio knows
14 a lot about this, but you should just testify to what
15 you know.

16 MR. FABRIZIO: Don't give me too much credit.

17 BY MR. FABRIZIO:

18 Q. Did Hotfile consider using -- well, strike that.

19 If I refer to Vobile's technology as "video
20 fingerprinting technology," will you understand what I'm
21 referring to?

22 A. Yes, I will.

23 Q. Is that how you refer to it as well?

24 A. Let's say yes.

25 Q. Okay. Did Hotfile consider using video fingerprinting

1 technology prior to the institution of this lawsuit?

2 MR. THOMPSON: Objection, vague.

3 A. No, I don't think so.

4 BY MR. FABRIZIO:

5 Q. Did you have any discussions with your co-shareholders
6 about using any form of video fingerprinting?

7 A. I don't recall any such discussion.

8 Q. And, again, I'm talking about video fingerprinting
9 technology, whether it's offered by Vobile or some other
10 supplier, or even developed on your own, I'm speaking of
11 the technology itself; do you understand that?

12 A. Yes, I understand that.

13 Q. So, with that clarification, did Hotfile consider
14 deploying video fingerprinting technology in its system
15 prior to the institution of this litigation?

16 A. I don't remember any such discussion.

17 Q. Did Hotfile consider using any form of content
18 recognition technology in order to prevent copyrighted
19 content from being uploaded to Hotfile prior to this
20 litigation?

21 MR. THOMPSON: Objection, vague, to some extent asked and
22 answered.

23 A. No, I don't remember anything like that.

24 BY MR. FABRIZIO:

25 Q. Why, after the commencement of this litigation, did

- [REDACTED]
- [REDACTED]
- [REDACTED]
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[REDACTED]

10 Q. Have you formed a personal opinion as to the
11 effectiveness of the Vobile technology in identifying
12 copyrighted video content?

13 MR. THOMPSON: Objection, calls for opinion. You can
14 answer.

15 A. No, I don't think I did.

16 BY MR. FABRIZIO:

17 Q. Either way -- well, strike that.
18 Have you formed an opinion -- well, strike that.

19 Have you personally given any consideration to
20 whether the Vobile technology is effective in
21 identifying copyrighted video content?

22 A. No, I don't think so.

23 Q. Has Hotfile been receiving fewer DMCA notices from video
24 content owners since it began using the Vobile
25 technology?

1 I guess what we're really getting at is Hotfile
2 maintains and uses the data as part of its normal
3 operations?

4 A. That is correct -- one answer for all this?

5 MR. FABRIZIO: I was going to say, I wish I could tell you
6 that those answers resulted in five or six pages of
7 striking but, no, that was the whole -- the whole
8 filtering thing.

9 I'm going to mark as Titov exhibit 154 a two-page
10 document. The second page is a screenshot from the
11 Hotfile website which I believe to be the home page, the
12 first page is the URL and date that was captured, and
13 I'll mark as Titov exhibit 155 a two-page document. The
14 second page is another screenshot from the Hotfile
15 website captioned "Link Checker," and the first page is
16 the URL and date.

17 (Titov exhibits 154 and 155 marked for identification.)

18 BY MR. FABRIZIO:

19 Q. As to exhibit 154, I simply want to confirm that at the
20 very bottom, there is a -- well, not the very bottom,
21 the very bottom in the white border, there is a link to
22 "File Checker," do you see that?

23 A. Yes, I do.

24 Q. And that appears on every page of the Hotfile website?

25 A. I think so.

1 Q. Okay. And that link leads to the web page that we've
2 marked as Titov exhibit 155?

3 A. I believe so.

4 Q. Okay. Looking at Titov 155, can you tell us what this
5 is?

6 A. It's a functionality of the website that will allow
7 a user to check if any link or number of links are
8 valid, or if they're working.

9 Q. How does it work?

10 A. If Hotfile still has the file we're handling for
11 download.

12 Q. Okay. So a user inputs the URL or cut and pastes the
13 URL into the box we see on exhibit 155, clicks the Check
14 URLs button, and if the file is still available for
15 download, Hotfile returns some information to the user
16 telling the user that?

17 A. That's what I believe, how it works.

18 Q. Do you know what Hotfile returns to the user to indicate
19 the file is still available?

20 A. No, I don't know how the results are achieved.

21 Q. If a file is blocked through the hash blocking mechanism
22 we've talked about, but the file is still on the Hotfile
23 server, does Hotfile advise the user that the file is
24 still available, or does it indicate that the file is
25 unavailable?

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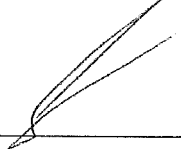
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HIGHLY CONFIDENTIAL
CERTIFICATE OF DEPONENT

I, ANTON TITOV, hereby certify that I have read the foregoing pages of my deposition of testimony taken in these proceedings on Wednesday, December 7, 2011, and, with the exception of the changes listed on the next page and/or corrections, if any, find them to be a true and accurate transcription thereof.

Signed: 
Name: ANTON TITOV
Date: 1/20/2012

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HIGHLY CONFIDENTIAL

NAME OF CASE: Disney Enterprises Inc. v. Hotfile Corp.

DATE OF DEPOSITION: 12-7-2011

NAME OF WITNESS: ANTON TITOV

Reason Codes:

- 1. To clarify the record.
- 2. To conform to the facts.
- 3. To correct transcription errors.

Page 396 Line 16 Reason 3

From no to to

Page 402 Line 13 Reason 3

From Googles to cookies

Page 402 Line 15 Reason 3

From Googles to cookies

Page 418 Line 5 Reason 3

From user field field to user input field

Page 439 Line 24 Reason 3

From Lucyan to Luchian

Page 458 Line 5 Reason 5

From only the to only if the

Page 483 Line 19 Reason 3

From to upload down the file from to will pull down the file from

ANTON TITOV

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HIGHLY CONFIDENTIAL

NAME OF CASE: Disney Enterprises Inc. v. Hotfile Corp.

DATE OF DEPOSITION: 12-7-2011

NAME OF WITNESS: ANTON TITOV

Reason Codes:

1. To clarify the record.
2. To conform to the facts.
3. To correct transcription errors.

Page 436 Line 18 Reason 3
From Lucyan to Luchian

Page 436 Line 23 Reason 3
From Lucyan to Luchian

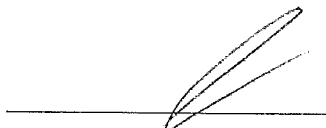
Page 439 Line 24 Reason 3
From Lucyan to Luchian

Page 439 Line 2 Reason 3
From Lucyan's to Luchian's

Page _____ Line _____ Reason _____
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HIGHLY CONFIDENTIAL
CERTIFICATE OF COURT REPORTER

I, Fiona Farson, with TSG Reporting, hereby certify that the testimony of the witness Anton Titov in the foregoing transcript, taken on Wednesday, December 7, 2011 was reported by me in machine shorthand and was thereafter transcribed by me; and that the foregoing transcript is a true and accurate verbatim record of the said testimony.

I further certify that I am not a relative, employee, counsel or financially involved with any of the parties to the within cause, nor am I an employee or relative of any counsel for the parties, nor am I in any way interested in the outcome of the within cause.

Signed: _____

Fiona Farson

Dated: 12-19-2011

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF FLORIDA
3 CASE NO. 11-20427-WILLIAMS/TURNOFF

4 DISNEY ENTERPRISES,
5 INC., TWENTIETH CENTURY
6 FOX FILM CORPORATION,
7 UNIVERSAL CITY STUDIOS
8 PRODUCTIONS LLLP,
9 COLUMBIA PICTURES
10 INDUSTRIES, INC., and
11 WARNER BROS.
12 ENTERTAINMENT, INC.,

13 Plaintiff,

14 v.

15 HOTFILE CORP., ANTON
16 TITOV, and DOES 1-10,

17 Defendants.

18 HOTFILE CORP.,

19 Counterclaimant,

20 v.

21 WARNER BROS ENTERTAINMENT
22 INC.,

23 Counterdefendant.

24 -----
25 VOLUME IV

26 H I G H L Y C O N F I D E N T I A L
27 (Pursuant to protective order, the following
28 transcript has been designated highly confidential)

29 30(b)(6) DEPOSITION OF ANTON TITOV

30 Radisson Blu Hotel

31 Sofia, Bulgaria

32 Thursday, December 8, 2011

33 Job #44430

34 AT: 9:10 a.m.

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A P P E A R A N C E S

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JENNER & BLOCK

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Washington, DC 20001

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AND ANTON TITOV:

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BOSTON LAW GROUP

By: VALENTIN GURVITS, ESQ.

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Newton Center, MA 02459

1 Also present:

2 Court reporter:

3 Fiona Farson
TSG Reporting

4
5 Videographer:

6 Simon Rutson
TSG Reporting

7
8 Interpreter:

9 Assist. Prof. Boris Naimushin, Ph.D.

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16 BY MR. FABRIZIO:

17 Q. Switching topics -- and for the record, the sarcasm on
18 my face, the expression on my face was not directed
19 towards you, Mr. Titov, it was directed towards your
20 counsel, since you know darn well why all that was
21 relevant.

22 MR. THOMPSON: Let the record reflect that I disagree with
23 that statement, both about your face and about what's
24 relevant, but let's move on.

25 BY MR. FABRIZIO:

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11 MR. FABRIZIO: Okay.

12 MR. THOMPSON: Time for the break?

13 MR. FABRIZIO: Yeah, go ahead.

14 VIDEOGRAPHER: Off the record, 10:23.

15 (A break was taken.)

16 (Titov exhibit 159 marked for identification.)

17 VIDEOGRAPHER: Back on the record at 10:42.

18 BY MR. FABRIZIO:

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9 BY MR. FABRIZIO:

10 Q. Yesterday we talked about parts of the Hotfile system
11 that you personally coded, wrote the source code for,
12 correct?

13 A. Yes, we did.

14 Q. Okay. But that was initially. Over time, have you
15 continued to write parts of the source codes for the
16 Hotfile website and service?

17 MR. THOMPSON: Objection, vague and compound.

18 A. To the extent it deals with the functionality
19 I mentioned of moving files, balancing files and so on,
20 I did, and probably some other small changes or small
21 things.

22 BY MR. FABRIZIO:

23 Q. I believe you said you also personally implemented the
24 Vobile technology?

25 A. Yes, I said so, and I believe I said with help with

1 Vasil Kolev.

2 Q. Okay. And for the parts of the Hotfile system that you
3 didn't personally code yourself, did you give
4 instructions to the people who coded those parts?

5 MR. THOMPSON: Objection, overbroad and vague, assumes
6 facts.

7 A. Obviously there were some instances of me giving
8 instructions like the previous exhibit has shown us, but
9 for the most part, I don't believe so.

10 BY MR. FABRIZIO:

11 Q. Okay. What role did you have in the website design?

12 MR. THOMPSON: Objection, overbroad and vague.

13 A. When you say "design," do you say -- do you mean the
14 look of the website or something --

15 BY MR. FABRIZIO:

16 Q. The user interface.

17 A. I don't really know. I don't know.

18 Q. Okay. You had input into the design of the affiliate
19 programs, correct?

20 MR. THOMPSON: Objection, vague.

21 A. To the extent it concerns database design and where --
22 what to store, I think I had some input.

23 BY MR. FABRIZIO:

24 Q. Okay. What about the business terms of the affiliate
25 program? Did you have any input into that?

1 MR. THOMPSON: Objection, vague, overbroad.

2 A. I don't recall having any specific input into that.

3 I don't know.

4 BY MR. FABRIZIO:

5 Q. Would you and the other shareholders generally talk
6 about issues of that level of significance?

7 MR. THOMPSON: Objection, vague and ambiguous, and
8 overbroad.

9 A. Probably, yes.

10 BY MR. FABRIZIO:

11 Q. Is it fair to say that on major issues like that, the
12 three shareholders tried to reach a consensus as to how
13 to proceed?

14 MR. THOMPSON: Same objections.

15 A. I'm not sure that a consensus was needed, but I think
16 it's fair to say that probably there was some
17 discussion.

18 BY MR. FABRIZIO:

19 Q. When you say consensus wasn't needed, why is that? Was
20 there some other protocol that the shareholders used to
21 make decisions?

22 MR. THOMPSON: Objection, vague.

23 A. I would say that general approach would be without
24 taking opportunity of anybody to explain his position,
25 but in situations where the shareholders will want to do

1 something, I think this thing will pass.

2 BY MR. FABRIZIO:

3 Q. So if you and one other shareholder wanted to do
4 something, generally that would pass?

5 MR. THOMPSON: Objection, overbroad.

6 A. It depends on seriousness of the issue, but could be.

7 BY MR. FABRIZIO:

8 Q. Did one of the shareholders have more authority than the
9 others?

10 MR. THOMPSON: Objection, overbroad and vague, asked and
11 answered.

12 A. I mean to the extent that different shareholders have
13 different areas of expertise, it's known for others to
14 trust more their opinion in certain levels of -- you
15 know, certain categories of decisions.

16 Also there are other things that are maybe
17 subjective, like age. For me, personally, it doesn't
18 make sense to oppose Rumen, he has more experience --

19 (Reporter clarification.)

20 Oppose Rumen, he has more experience of all areas of
21 business, but I would say the general approach would be
22 some kind of vote.

23 BY MR. FABRIZIO:

24 Q. You spoke of certain areas of expertise. Mr. Stoyanov
25 you considered to have particular expertise with regard

1 three shareholders tended to agree on matters of
2 consequence related to Hotfile?

3 MR. THOMPSON: Objection, overbroad, vague and ambiguous.

4 A. I don't know if it's fair to say that.

5 BY MR. FABRIZIO:

6 Q. Well, can you think of instances where the shareholders
7 didn't agree on matters of consequence for Hotfile?

8 MR. THOMPSON: Objection, asked and answered.

9 A. Not about anything particular.

10 BY MR. FABRIZIO:

11 Q. Let me go through a couple.

12 Obviously Hotfile decided on a design for its
13 website; did you disagree personally as to the direction
14 Hotfile chose for the design of its website?

15 MR. THOMPSON: Objection, vague and ambiguous as to time,
16 and vague generally.

17 A. I don't remember disagreement.

18 BY MR. FABRIZIO:

19 Q. Okay. Did you disagree with Hotfile's decision to have
20 an affiliate program?

21 A. I don't remember disagreeing with this decision.

22 Q. Did you disagree with Hotfile's decision to structure
23 the affiliate program so that users were compensated
24 based on whether the files they uploaded were frequently
25 downloaded by other users?

1 MR. THOMPSON: Objection, assumes facts.

2 A. I don't remember disagreeing with the affiliate program
3 the way it is.

4 BY MR. FABRIZIO:

5 Q. Okay -- well, wait -- at some points during Hotfile's
6 payment of users through the affiliate program, did you
7 pay affiliates through your personal PayPal account?

8 A. That's not really how it happened.

9 Q. Well, first, let's start with the facts; were there
10 instances in which Hotfile affiliates were paid from
11 an Anton Titov PayPal account?

12 MR. THOMPSON: Objection, vague.

13 A. Yes, there were instances where users were paid by
14 an account opened on my name.

15 BY MR. FABRIZIO:

16 Q. Okay. Yesterday we spoke of a point in time when
17 Hotfile began hash blocking, do you recall that?

18 A. Yes, I recall that.

19 Q. And so there was a period of time when Hotfile wasn't
20 hash blocking we talked about, correct?

21 A. Correct.

22 Q. Okay. Did you disagree with Hotfile's decision not to
23 do hash blocking in the earlier period?

24 MR. THOMPSON: Objection, assumes facts not in evidence.

25 A. I don't think there was a decision not to do hash

1 blocking.

2 BY MR. FABRIZIO:

3 Q. Hotfile knew it was not hash blocking in that earlier
4 period, correct?

5 MR. THOMPSON: Objection, vague and ambiguous.

6 A. That is correct.

7 BY MR. FABRIZIO:

8 Q. Okay. And you knew Hotfile was not hash blocking in
9 that earlier period, correct?

10 A. Correct.

11 Q. Okay. And in that earlier period, did you approve of
12 the fact that Hotfile was not hash blocking?

13 MR. THOMPSON: Objection, assumes facts.

14 A. I don't know.

15 BY MR. FABRIZIO:

16 Q. Okay. We talked yesterday about parent and child files,
17 correct?

18 A. Correct.

19 Q. And in some earlier period, when Hotfile received a DMCA
20 notice for a child file, it would disable the URL only
21 for that child file and not for the parent file or any
22 other child files -- do you recall that?

23 A. I do recall that.

24 MR. THOMPSON: Excuse me, for the record, objection to the
25 extent that it misconstrues prior testimony.

1 BY MR. FABRIZIO:

2 Q. Did you make the decision on the technology side that
3 Hotfile would disable only the specifically noticed URL?

4 MR. THOMPSON: Objection, vague, assumes facts.

5 A. I don't believe so.

6 BY MR. FABRIZIO:

7 Q. Who did?

8 MR. THOMPSON: Objection, assumes facts.

9 A. I don't know.

10 BY MR. FABRIZIO:

11 Q. Okay. Did you disagree with the practice of disabling
12 only the specifically noticed child file?

13 A. I don't remember.

14 Q. We spoke yesterday about the remote uploader
15 functionality, do you recall?

16 A. Yes, I do.

17 Q. And there was a point where, unbeknownst to Hotfile, the
18 remote uploader functionality allowed users to make
19 Hotfile to Hotfile copies, correct?

20 A. Correct.

21 Q. And then, at some point, Hotfile understood what was
22 happening and modified the remote uploader in order to
23 perform the same function in a technically more
24 efficient manner, correct?

25 A. Correct.

1 Q. Okay. Did you make the decision to modify the remote
2 uploader function in order to perform the same function
3 in a more technically efficient manner?

4 MR. THOMPSON: Objection, vague and ambiguous, and
5 misconstrues prior testimony.

6 A. I don't really remember.

7 BY MR. FABRIZIO:

8 Q. As you sit here, are you able to deny that you made that
9 decision?

10 MR. THOMPSON: Objection, argumentative, and vague.

11 A. I guess no, since I don't remember.

12 BY MR. FABRIZIO:

13 Q. And we spoke yesterday or the day before about Hotfile's
14 policies and practices prior to the filing of this
15 complaint with regard to repeat copyright infringers,
16 correct?

17 A. That's correct.

18 Q. Okay. Did you personally disagree with Hotfile's policy
19 or practices with regard to repeat infringers prior to
20 the filing of this complaint?

21 MR. THOMPSON: Objection, overbroad, vague as to time.

22 BY MR. FABRIZIO:

23 Q. Well, let me rephrase that. In the time period prior to
24 the filing of this complaint, did you disagree with
25 Hotfile's policies with regard to repeat infringers?

1 MR. THOMPSON: Same objection, also compound.

2 A. I don't remember disagreeing. I never considered it
3 part of my job to make an opinion in this matter.

4 BY MR. FABRIZIO:

5 Q. In the time period prior to the filing of this
6 complaint, did you disagree with Hotfile's practice from
7 a technological standpoint of dealing with repeat
8 infringers?

9 MR. THOMPSON: Objection, vague and ambiguous, and
10 unintelligible.

11 MR. FABRIZIO: Is "unintelligible" a subset of vague or
12 ambiguous?

13 MR. THOMPSON: It's extreme vague and ambiguous.

14 MR. FABRIZIO: Got it.

15 MR. THOMPSON: I can tell you why, if you like.

16 MR. FABRIZIO: No.

17 A. I don't remember doing so.

18 BY MR. FABRIZIO:

19 Q. If you had disagreed, you would have had the ability to
20 raise your objections with your co-shareholders,
21 correct?

22 A. I think that's correct, yes.

23 Q. Okay. And if one other of your co-shareholders agreed
24 with you, you could have changed the practice, correct?

25 MR. THOMPSON: Objection, overbroad and vague, also calls

1 for speculation.

2 A. I don't know if that would happen, I can't say what
3 would happen. Something.

4 BY MR. FABRIZIO:

5 Q. We talked yesterday about the fact that Hotfile doesn't
6 have a policy about terminating refer domains for repeat
7 infringement, correct?

8 A. Correct.

9 Q. Do you agree with Hotfile's policy not to terminate
10 refer domains for repeat infringement?

11 MR. THOMPSON: Objection, overbroad, and object to the
12 extent it misconstrues prior testimony.

13 A. I don't have an opinion on this matter.

14 BY MR. FABRIZIO:

15 Q. Following the filing of this -- strike that.

16 Following the filing of this complaint, Hotfile
17 altered its repeat infringer practices, correct?

18 A. Correct.

19 Q. Did you personally participate in the decision to alter
20 the post-complaint repeat infringer practices?

21 MR. THOMPSON: Let me caution Mr. Titov not to reveal any
22 attorney/client communications.

23 You can answer the question as phrased.

24 A. Yes, I participate.

25 BY MR. FABRIZIO:

1 Q. What was the nature of your participation?

2 MR. THOMPSON: The same caution.

3 A. I participated in discussions about.

4 BY MR. FABRIZIO:

5 Q. Did you disagree with the revisions to the repeat
6 infringer practices adopted post-complaint?

7 MR. THOMPSON: Same caution to Mr. Titov.

8 A. I don't remember doing so.

9 BY MR. FABRIZIO:

10 Q. Okay. We spoke yesterday about the fact that, prior to
11 the filing of this complaint, Hotfile had not
12 investigated or considered content identification
13 technologies, correct?

14 A. Correct.

15 MR. THOMPSON: Excuse me, for the record, I object that it
16 misconstrues prior testimony and was also compound.

17 BY MR. FABRIZIO:

18 Q. Did you disagree with Hotfile's decision not to consider
19 content protection technologies -- well, strike that.

20 Did you disagree with Hotfile's decision not to
21 consider content identification technologies prior to
22 the filing of this complaint?

23 MR. THOMPSON: Objection, assumes facts not in evidence.

24 A. I don't think such a decision was ever made.

25 BY MR. FABRIZIO:

1 Q. Prior to the complaint you understood that content
2 identification technologies existed, did you not?

3 MR. THOMPSON: Objection, overbroad and vague.

4 A. Not really in a way that they exist. I think I knew
5 that YouTube would be doing something, but I think my
6 general belief is that it's something that they
7 developed in-house.

8 BY MR. FABRIZIO:

9 Q. Did you take any steps to investigate what YouTube was
10 doing?

11 A. I don't remember doing so.

12 Q. Did you take steps to determine whether YouTube was
13 licensing their technology to be used by third party
14 sites?

15 A. I don't remember doing so.

16 Q. Okay. In talking about the Vobile implementation,
17 you -- you said that the original uploading, even if
18 a file was identified as a block, the original uploading
19 user is permitted to download it, correct?

20 A. Correct.

21 Q. And the means that that user is permitted to download it
22 is by having a combination of the URL and the user's
23 screen name and password credentials, correct?

24 MR. THOMPSON: Objection, vague.

25 A. That's correct.

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11 MR. FABRIZIO: Do you want to change the tape?

12 VIDEOGRAPHER: Going off the record at 11:29. This is the
13 end of tape 1, volume IV, deposition of Mr. Anton Titov.
14 (A break was taken.)
15 (Titov exhibit 160 marked for identification.)

16 VIDEOGRAPHER: This is the beginning of tape 2, volume IV
17 and a continuation in the deposition of Anton Titov. On
18 the record at 11:37.

19 BY MR. FABRIZIO:

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[Redacted text block containing multiple lines of blacked-out content]

1 (Titov exhibit 164 marked for identification.)

2 BY MR. FABRIZIO:

3 Q. First, if you could just confirm that this is in fact
4 the Hotfile Twitter account?

5 A. Yes, I believe so.

6 Q. Okay. And as best you can tell, this is a true and
7 accurate copy of the -- of some Hotfile tweets?

8 MR. THOMPSON: Objection, lacks foundation, vague and
9 ambiguous.

10 A. I don't know for a fact, but I don't have any reason to
11 doubt it.

12 BY MR. FABRIZIO:

13 Q. Okay. If you look at the second page, the tweet from
14 5 July 09, there are a couple of them -- I'm talking
15 about the second one that says "Remote upload from RS,"
16 and then there's a colon there -- as a technical matter,
17 do you know what that means?

18 MR. THOMPSON: Objection, vague.

19 A. I believe that is remote upload from Rapidshare.

20 BY MR. FABRIZIO:

21 Q. Remote upload from Rapidshare to a Hotfile account?

22 A. I believe so, yes.

23 Q. So Mr. Ianakov is giving an illustration of remote
24 uploading a file from Rapidshare to Hotfile in that
25 tweet?

1 MR. THOMPSON: Objection, calls for speculation.

2 A. I believe so.

3 BY MR. FABRIZIO:

4 Q. Okay. And you understand it to be an illustration
5 because in the URL that follows, it says "user
6 name:pass@rapidshare.com," correct?

7 A. Correct.

8 Q. If it had been an actual remote upload, there would be
9 inserted there the uploader's Rapidshare user name and
10 password?

11 MR. THOMPSON: Objection, calls for a hypothetical and
12 speculation.

13 A. Sorry, can you define who is the uploader?

14 BY MR. FABRIZIO:

15 Q. The remote uploader is -- sure, a remote uploader with
16 a Rapidshare account who wanted to upload files from his
17 Rapidshare account to the Hotfile server, using this
18 exhibit as an illustration, that user would insert their
19 Rapidshare user name and their Rapidshare password in
20 the URL string where this illustration says
21 "username:pass"?

22 A. My understanding is that "username:pass" refers to
23 a premium account at Rapidshare.

24 Q. Okay. I think we're saying the same thing.

25 Do you know what the file is that Mr. Ianakov used

[REDACTED]

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13 MR. FABRIZIO: When we were on the break I had the court
14 reporter -- actually I marked exhibit 165 of the Titov
15 deposition. It is a three-page document, the last two
16 pages are -- consist of a screenshot of the Hotfile
17 affiliate web page, and the cover page, as before,
18 simply contains the URL and the date of capture, for the
19 record.

20 BY MR. FABRIZIO:

21 Q. Mr. Titov, is exhibit 165 a true and correct copy of the
22 Hotfile affiliates web page as it exists currently?

23 A. I don't have any reasons to believe that it's not.

24 Q. Thank you. Hotfile has three aspects to its affiliate
25 program; one aspect is -- is an affiliate program geared

1 towards uploaders of files, correct?

2 MR. THOMPSON: Objection, vague and ambiguous as to
3 "aspect."

4 BY MR. FABRIZIO:

5 Q. Right. Let me ask it this way; Hotfile has an affiliate
6 program geared towards uploading users, correct?

7 A. That is correct.

8 Q. Okay. Hotfile has an affiliate program geared towards
9 sites that refer users to Hotfile, correct?

10 A. Correct.

11 Q. Okay. And Hotfile has an affiliate program that is
12 geared towards anyone who refers users to Hotfile,
13 correct?

14 MR. THOMPSON: Objection, vague.

15 BY MR. FABRIZIO:

16 Q. The "refer a friend" program?

17 A. Correct.

18 Q. Okay. And then Hotfile also has a reseller program, but
19 do you consider that part of the affiliate program?

20 A. No, I don't say so.

21 Q. For the purposes of our discussion can -- well, do you
22 consider those three separate affiliate programs or all
23 part of the same affiliate program?

24 MR. THOMPSON: Objection, vague and ambiguous.

25 A. I don't -- I don't have opinion on that, so whatever.

1 BY MR. FABRIZIO:

2 Q. Doesn't matter. Okay. When I'm talking about the
3 affiliate program geared towards users that upload
4 files, I'll refer to that as the uploader affiliate
5 program, is that okay?

6 A. That is okay.

7 Q. When I'm talking about an affiliate program geared
8 towards sites that refer users, I'll refer to that as
9 the site operator affiliate program, is that okay?

10 A. That is okay.

11 Q. And when I refer to the affiliate program that is titled
12 "refer a friend," I'll refer to it as the "refer
13 a friend" program, okay?

14 A. That is okay.

15 Q. Let's first talk about the uploader affiliate program.

16 At the top of exhibit 165, there is an earnings
17 table; does that accurately represent the current
18 earnings table for uploader affiliates?

19 A. I think so.

20 Q. Okay. And in the -- in the left column there is
21 a heading called "Ranks," and below that it says
22 "Copper," "Bronze," "Silver," "Gold," "Platinum." Can
23 you describe for the record what the ranks mean?

24 A. The rank is -- is some kind of status of the user that
25 will determine how much it will get paid to the

1 affiliate program.

2 Q. In order of hierarchy, copper is the lowest rank?

3 A. Correct.

4 Q. And platinum is the highest rank?

5 A. Correct.

6 Q. Is there a -- are there unranked affiliates, meaning
7 an affiliate that doesn't have a -- hasn't earned
8 a copper ranking yet?

9 A. No, I don't believe so.

10 Q. Okay. So every affiliate is at least a copper ranking?

11 A. Yes, I believe so.

12 Q. How does Hotfile determine the rank of an affiliate?

13 A. Most basically it's based on number of premium accounts
14 the affiliate is selling.

15 Q. And when you say "selling," you mean, in the context of
16 an uploader affiliate, you mean the number of premium
17 accounts purchased by downloaders of the files that were
18 uploaded by the uploader affiliate?

19 A. That is correct.

20 Q. Okay. You also referred to that as the uploader
21 affiliate selling a premium account, for shorthand?

22 A. I don't know. I just said that.

23 Q. Okay. I'm just trying to use your language wherever
24 it's more comfortable for you.

25 Is it based on the number of premium accounts that

1 the uploader affiliate has sold or the ratio, or some
2 ratio of sales?

3 MR. THOMPSON: Objection, vague as to "it."

4 A. I believe it is based on the total sum of sales that the
5 affiliate converted, and I believe that the formula also
6 includes some estimates for Hotfile expenses for
7 bandwidth on this user.

8 BY MR. FABRIZIO:

9 Q. "User" meaning the uploader affiliate?

10 A. Yeah.

11 Q. Focusing just for a second on the first part of the
12 equation, just to make sure we understand it, you said
13 the total sum of sales that the affiliate converted, so
14 the total number of users who converted to premium --
15 well, from the downloader page of a file that was
16 uploaded by one of those affiliates, correct?

17 A. I actually meant that the money value also matters.

18 (Reporter clarification.)

19 The money value.

20 Q. The money value? Oh, what -- what level of premium
21 service that downloader purchases, okay.

22 A. Correct.

23 Q. Let me just ask by way of illustration to confirm
24 something.

25 Assuming the downloader purchased -- two

1 converted is one?

2 A. Again, I think in the -- it's monetary value, so it will
3 be nine.

4 (Reporter clarification.)

5 The monetary value, dollars, so I think it will be
6 \$9 if they purchased --

7 Q. Okay. So the total sum -- the total monetary sum of
8 sales that each affiliate converted, okay, I was
9 thinking "sum" as being number of downloads, all right.

10 So if the up -- if the downloading users both
11 converted to premium at the \$9 rate, in both instances
12 the uploading affiliate would -- would have a total
13 number of sales converted of \$9, okay?

14 A. Correct.

15 Q. And that's not affected by the ratio of the number of
16 downloads it took to get that conversion?

17 A. As I said, it is a formula, and what -- the monetary
18 value is part of the formula, so, yes, the ratio is
19 an issue.

20 Q. Let me -- let me try to simplify it; if you look at
21 exhibit 165, at the top on the right-hand side there is
22 the heading "Ranks" --

23 MR. THOMPSON: Excuse me.

24 BY MR. FABRIZIO:

25 Q. -- and towards the bottom of that paragraph there's two

1 numbered paragraphs, and one says -- and then they
2 are -- they're talking about -- well, it says:

3 "Your status mainly depends on your conversion ratio
4 which includes:

5 1. The ratio of the users that downloaded your
6 files and the users that become premium based on your
7 uploaded files."

8 Do you see that?

9 A. Yes, I do see that.

10 Q. What does that mean?

11 MR. THOMPSON: Objection, vague and ambiguous. The document
12 speaks for itself.

13 A. As I tried to explain before, the formula actually works
14 like a money equation; you have income and you have
15 expenses, you divide them, and you get a number, and,
16 based on this number, a rank will be assigned.

17 BY MR. FABRIZIO:

18 Q. What I'm trying to figure out is how the income and
19 expenses description you're giving me relates to the
20 description in exhibit 165.

21 A. And given the fact that one of the expenses is
22 bandwidth, so it counts here.

23 Q. Okay. And on exhibit 165 -- 165, number 2 says:

24 "The ratio of uploaded files to [the] number of
25 downloaded files," that's the part that accounts for

1 expenses?

2 A. Yes.

3 Q. Okay. And if I understand that, a user that has
4 uploaded one file downloaded 10,000 times is going to
5 have a higher rank than a user that uploaded 10,000
6 files each downloaded once, correct?

7 MR. THOMPSON: Objection, vague and ambiguous and incomplete
8 hypothetical.

9 BY MR. FABRIZIO:

10 Q. I should actually -- that actually is right because
11 other factors may affect the rank.

12 It is better for a user's rank to have uploaded one
13 file, downloaded 10,000 times, than to have uploaded
14 10,000 files, each downloaded once, correct?

15 MR. THOMPSON: Same objection.

16 A. Given the fact that if you assume the same file size for
17 it, then you are correct.

18 BY MR. FABRIZIO:

19 Q. Okay. And why is that?

20 A. That is the formula our affiliate program is using.

21 Q. I understand that. Why does your affiliate program use
22 a formula that rewards users more for uploading a fewer
23 number of files that are downloaded very frequently than
24 for uploading a large number of files that are
25 downloaded only infrequently?

1 MR. THOMPSON: Objection, incomplete, hypothetical.

2 You can answer.

3 A. I don't know. That is how the formula works.

4 BY MR. FABRIZIO:

5 Q. Well, you said it related to expenses; is Hotfile trying
6 to discourage users from uploading large numbers of
7 files that aren't going to be downloaded frequently?

8 MR. THOMPSON: Objection, vague and overbroad.

9 A. I don't know. It depends what users want to do.

10 BY MR. FABRIZIO:

11 Q. If a user wants to increase his rank as much as
12 possible, is the formula Hotfile uses designed to
13 encourage that user to upload a smaller number of files
14 that will be downloaded very frequently rather than
15 a large number of files that may not be downloaded that
16 much at all?

17 MR. THOMPSON: Objection, vague and ambiguous, and
18 incomplete hypothetical.

19 A. Yes, that is how it would work, yes.

20 BY MR. FABRIZIO:

21 Q. Does Hotfile give users a higher rank for uploading
22 files for personal storage?

23 MR. THOMPSON: Objection, vague, calls for speculation.

24 BY MR. FABRIZIO:

25 Q. Let me clarify this. By "personal storage," I mean

1 files that are uploaded and never downloaded, okay?

2 A. Okay.

3 Q. Okay. So does Hotfile give users a higher rank for
4 uploading files for personal storage?

5 MR. THOMPSON: Same objection.

6 A. I don't believe so.

7 BY MR. FABRIZIO:

8 Q. Why not?

9 A. I don't know.

10 Q. At the top, there are what I believe to be file size
11 ranges, 5 to 50 megabytes, 50 to 100 megabytes and 100
12 to 2000 megabytes, do you see those?

13 A. Yes, I see those.

14 Q. What do those -- strike that.

15 How does file size factor into Hotfile's affiliate
16 program?

17 MR. THOMPSON: Objection, overbroad.

18 A. Affiliates are generally rewarded more for larger files.

19 BY MR. FABRIZIO:

20 Q. How did the ranges here get chosen?

21 A. They were just chosen. What do you mean by "how"?

22 Q. Well, why doesn't the first range say 5 to 25 megabytes
23 as to opposed to 5 to 50 megabytes? How was it
24 determined that 5 to 50 megabytes was the -- was the
25 most appropriate low range?

1 Why does Hotfile reward the larger file so much more
2 than the smaller file?

3 MR. THOMPSON: Objection, assumes facts.

4 MR. FABRIZIO: You can't say the document speaks for itself
5 and then I assume facts.

6 MR. THOMPSON: You're characterizing the document.

7 A. I guess it just made sense.

8 BY MR. FABRIZIO:

9 Q. Why does it make sense?

10 A. It's probably how others worked back in the time.

11 Q. All right. But, other than that it may have been how
12 others worked, why does it make sense for Hotfile?

13 MR. THOMPSON: Objection, asked and answered.

14 A. I don't know for a fact.

15 BY MR. FABRIZIO:

16 Q. What do you believe?

17 A. I believe that a user downloading a larger file would be
18 more likely to want to download it faster and upgrade to
19 premium.

20 Q. So, from Hotfile's perspective, larger files are more --
21 provide a greater benefit to Hotfile, because they are
22 more likely to encourage users to convert to premium
23 users?

24 MR. THOMPSON: Objection, vague and ambiguous, overbroad and
25 misstates testimony.

1 A. As I said, that is my belief.

2 BY MR. FABRIZIO:

3 Q. In the rules and conditions under paragraph 2 it says
4 minimum payment amount is \$15; does that mean users will
5 simply accrue their affiliate earnings until -- until
6 those earnings reach the \$15 level?

7 A. Yes, I believe so.

8 Q. Okay. So, just to go back for an example, a user with
9 a copper status that has uploaded a file between 50 and
10 100 megabytes, that user would earn \$3 for every
11 thousand downloads, correct?

12 A. Correct.

13 Q. So before that user would get paid under this program,
14 that file would have to be downloaded 5,000 times?

15 MR. THOMPSON: Objection, incomplete hypothetical.

16 A. That is correct.

17 BY MR. FABRIZIO:

18 Q. Okay. And under the rules and conditions, paragraph 3
19 it says:

20 "We count downloads from all countries in the list
21 [below]... "

22 And then there's a list, a list of, if my math is
23 working well enough -- 21 and 33 is 44 countries?

24 Is that right?

25 A. I counted 54.

1 Q. Yeah, I'm sorry, 54 countries, I'm sorry -- the reason
2 I went to law school.

3 Why does Hotfile not count downloads from countries
4 not on this list?

5 A. This is how it was designed.

6 Q. Yes, I can see that. Why was it designed like that?

7 MR. THOMPSON: Objection, lacks foundation, calls for
8 speculation.

9 A. I believe it was because Hotfile believed that those
10 countries are more likely to buy premium accounts.

11 BY MR. FABRIZIO:

12 Q. Why, for instance, is India not on the list? It's
13 obviously a very populated country.

14 MR. THOMPSON: Same objection.

15 MR. FABRIZIO: I do believe this is a 30(b)(6) topic and
16 I realize we're not asking for speculation, but the
17 witness should be educated about some basic questions
18 about things like this.

19 MR. THOMPSON: You asked about India. I'm not sure that's
20 a basic question. In any event I believe we did
21 indicate to you, and others have also acknowledged, he's
22 prepared to testify and give you his knowledge, but you
23 can't expect him to have memorized every detail.

24 BY MR. FABRIZIO:

25 Q. Again, for instance, why is -- why is India, a very

1 from the downloading patterns of users from countries
2 that are not on the list of 54?

3 MR. THOMPSON: Same objection.

4 A. I can't think of anything.

5 BY MR. FABRIZIO:

6 Q. Have the list of 54 -- well, have the same 54 countries
7 been on this list since the beginning of Hotfile?

8 A. No, I don't think so.

9 Q. So the list has changed over time?

10 A. Yes, I think so.

11 Q. How has the list changed?

12 A. I think that countries has been added -- added.

13 Q. Which countries have been added?

14 A. I don't know the full history of the list.

15 Q. Okay. Can you describe for us how the site operator's
16 affiliate program operates?

17 MR. THOMPSON: Objection, overbroad, also asked and
18 answered.

19 A. It is a program where site owners would get commission
20 of the sales, the users referred to by their website.

21 BY MR. FABRIZIO:

22 Q. And they get 5 per cent of the sale price for every user
23 they refer that converts to a premium account?

24 A. I think it could be 5 or more per cent.

25 Q. Under what circumstances would it be more than 5 per

1 cent?

2 A. There is -- I agree that there is or was a program that
3 would assign different percentages based on I think
4 number of sales.

5 Q. Would the commission percentage be higher for site
6 operators with more sales?

7 A. I believe so.

8 Q. What is the range of commission percentages that are
9 available to site operators?

10 A. I don't know for a fact.

11 Q. Okay. That doesn't appear, at least to my eye, to be
12 reflected on the affiliates page of the website. Do you
13 see it reflected here in a manner that I may just be
14 missing?

15 A. No, I don't see that.

16 Q. Okay. So that's not something that you promote on the
17 website?

18 A. Yeah, it turns out.

19 Q. Okay. Is that something Hotfile discusses individually
20 with site operators?

21 MR. THOMPSON: Objection, assumes facts not in evidence.

22 A. As far as I know, it's assigned automatically based on
23 performance.

24 BY MR. FABRIZIO:

25 Q. Is it a graduating scale from 5 per cent to a higher

1 to be produced, so can we ask you guys to check on that
2 and make a production?

3 MR. THOMPSON: Well, if you send me an email, we'll consider
4 it.

5 BY MR. FABRIZIO:

6 Q. In exhibit 165, in the second sentence under "For site
7 owners," it says:

8 "No matter if download link is yours or you've found
9 it elsewhere! Post interesting download links in your
10 site, blog or forum and earn big money."

11 Do you see that?

12 A. Yes, I see that.

13 Q. What does it mean when you say, "No matter if the link
14 is yours or you found it"? What's the distinction
15 Hotfile is drawing between a link that is a site
16 operator's or one that a site operator found?

17 MR. THOMPSON: Objection, compound and complex.

18 A. I don't know for a fact, but I have my belief.

19 BY MR. FABRIZIO:

20 Q. What is your belief?

21 A. The URLs will be uploaded by you.

22 Q. And "found" would be? And "found" would be?

23 A. Anything else.

24 Q. Well, how would a site operator find a Hotfile URL link?

25 MR. THOMPSON: Objection, calls for speculation, lacks

1 foundation.

2 A. I don't know. Up to the site operator.

3 BY MR. FABRIZIO:

4 Q. And then it says, "Post interesting download links," and
5 by "interesting," does Hotfile mean links that will be
6 popular with downloaders?

7 MR. THOMPSON: Objection, vague and ambiguous.

8 A. I don't know what exactly was this language supposed to
9 say, but I believe it could be.

10 BY MR. FABRIZIO:

11 Q. You believe it could refer to files that are popular
12 with downloaders?

13 MR. THOMPSON: Objection, vague and ambiguous.

14 A. Yes.

15 BY MR. FABRIZIO:

16 Q. And, briefly, how does the "refer a friend" affiliate
17 program work?

18 A. It is when the user would convince or recommend to
19 a friend to subscribe to Hotfile, and this friend
20 becomes an affiliate, they're referring a friend who
21 will earn a percentage of the referred affiliate
22 earnings.

23 Q. From a technical perspective, how does Hotfile know when
24 a user has been referred by another user?

25 A. I believe that every user has their own link that they

1 can advertise or give to their friends.

2 Q. Okay.

3 A. So their friends come --

4 Q. So if I had -- so if I had some place to post a link or
5 give out to my friends and my friends clicked that link
6 to get to Hotfile and became premium members, they would
7 then be considered somebody that I'd referred.

8 MR. THOMPSON: Objection, vague.

9 A. Yes, I believe so.

10 BY MR. FABRIZIO:

11 Q. I'm trying to distinguish something. If a site operator
12 has a URL link to a file hosted on Hotfile, is there
13 a way of combining the "refer a friend" link and the URL
14 to content, so that, if a user referred signs up for
15 a premium account, the site operator gets both 5 per
16 cent of the subscription commission and 20 per cent of
17 all affiliate earnings of the referred user?

18 A. I don't really know how that works, but my belief is
19 that the referring user is supposed to send his friends
20 to a page that I believe is the registration page, so
21 I don't really know how it works.

22 Q. Two separate processes?

23 A. Yes, I think so.

24 Q. That's what I thought.

25 (Titov exhibit 166 marked for identification.)

1 MR. FABRIZIO: I've marked as Titov exhibit 166 a three-page
2 document, although the last page is effectively blank,
3 but it's a printout from a Digital Point forum
4 reflecting forum communications in July and August of
5 2009.

6 And while you're reviewing that, the videographer is
7 just going to change tape.

8 VIDEOGRAPHER: Going off the record, 2:49. This is the end
9 of --

10 MR. FABRIZIO: We don't want to take a break, we just want
11 to --

12 VIDEOGRAPHER: -- tape 2, volume IV of Anton Titov's
13 deposition.

14 A. But do you mind a break like in 15 minutes?

15 VIDEOGRAPHER: This is the beginning of tape 3, volume IV,
16 a continuation of the deposition of Mr. Anton Titov. On
17 the record at 2:52.

18 BY MR. FABRIZIO:

19 Q. Mr. Titov, would you turn to the second page of
20 exhibit 166. Do you see about halfway down the page,
21 there is a post from Butcher Boy with a subcaption "News
22 from Hotfile.com"?

23 A. I see that.

24 Q. Is Digital Point one of the forums that Mr. Ianakov used
25 in the early days of Hotfile to promote Hotfile and

1 spread the word about Hotfile?

2 MR. THOMPSON: Objection, assumes facts, calls for
3 speculation.

4 A. I don't know for a fact, but it seems so.

5 BY MR. FABRIZIO:

6 Q. You see the -- the text that Butcher Boy has posted in
7 the August 7 post is I think almost word for word what
8 was on Hotfile's web page that we were just looking at?

9 A. Yes.

10 Q. And you don't know anyone else that uses the screen name
11 "Butcher Boy", do you --

12 A. No.

13 Q. -- that has any association at all with Hotfile?

14 MR. THOMPSON: Objection, compound.

15 A. I don't know anybody else.

16 BY MR. FABRIZIO:

17 Q. Okay. So do you have any doubt that this is a posting
18 from Mr. Ianakov?

19 MR. THOMPSON: Objection, vague, calls for speculation.

20 A. I don't know. It seems like it was him.

21 BY MR. FABRIZIO:

22 Q. Okay. My question to you was; do you have any reason to
23 doubt that this was a posting from Mr. Ianakov?

24 A. Not really.

25 Q. All the indicia, the "News from Hotfile," the text of

1 the message, the screen name, they all indicate that
2 it's a post from him, correct?

3 MR. THOMPSON: Objection, vague and ambiguous and compound.

4 A. That is correct.

5 MR. FABRIZIO: All right. It's a wonderful printer, but
6 I haven't quite figured out how to get it to print out
7 in order.

8 BY MR. FABRIZIO:

9 Q. Before we leave exhibit 166, on the first page there is
10 a July 16, 5:10 a.m. post, there's a screen name, and
11 I don't know if it's Campolar or Campolar --
12 C-A-M-P-O-L-A-R?

13 A. Yes, I see that.

14 Q. Do you have any idea who that is?

15 A. No, I don't.

16 MR. FABRIZIO: I'm going to mark as exhibit 167
17 a three-page -- four-page document that is a screenshot
18 from the Hotfile FAQ web page. And just so no one's
19 confused by the writing on the top, this is exhibit C to
20 the complaint. It's in color, so probably easier for
21 you to read.

22 (Titov exhibit 167 marked for identification.)

23 MR. THOMPSON: So it's clear, Steve, is that it same date as
24 the printout in the complaint, or is it --

25 MR. FABRIZIO: It's literally the exhibit from the

1 complaint --

2 MR. THOMPSON: Okay.

3 MR. FABRIZIO: -- with the court ECF stamp on top.

4 BY MR. FABRIZIO:

5 Q. Mr. Titov, is exhibit 167 a true and correct copy of the
6 Hotfile FAQ web page from the time period of
7 around February 2011?

8 A. Actually there's a time stamp at the bottom indicating
9 an earlier time, so ...

10 Q. Oh. Oh, there we go. So this is a true and correct
11 copy of the Hotfile FAQ page as it appeared on the
12 Hotfile website in the July 2010 timeframe?

13 MR. THOMPSON: Objection, calls for a legal conclusion, and
14 I assume you mean excluding the court stamps and the
15 like?

16 MR. FABRIZIO: Yes.

17 A. I don't have any reasons to believe it is not.

18 BY MR. FABRIZIO:

19 Q. Okay. Are you aware that the -- strike that.

20 Did the FAQ page change between July of 2010
21 and February of 2011?

22 MR. THOMPSON: Objection, overbroad and vague.

23 A. I don't know.

24 BY MR. FABRIZIO:

25 Q. Okay. If you look at the third page of the exhibit,

1 MR. THOMPSON: Objection -- excuse me. Were you finished?

2 BY MR. FABRIZIO:

3 Q. -- that users wanting to increase their rank should
4 upload files only if they intend to promote them?

5 MR. THOMPSON: Objection, vague and ambiguous, with
6 "sentiment."

7 A. I don't know.

8 BY MR. FABRIZIO:

9 Q. In words or substance, not -- maybe not those exact
10 words.

11 MR. THOMPSON: Same objections.

12 A. I don't remember.

13 BY MR. FABRIZIO:

14 Q. Okay. And by "intent to promote them," does that mean
15 that the uploading user should make the URL link to that
16 file available on websites for other users to
17 download -- to use to download?

18 MR. THOMPSON: Objection, calls for speculation, lacks
19 foundation.

20 A. That is how I understand it.

21 BY MR. FABRIZIO:

22 MR. THOMPSON: Mr. Fabrizio, is this a good time?

23 MR. FABRIZIO: Yeah, might as well.

24 VIDEOGRAPHER: Off the record, 3:04.

25 (A break was taken.)

1 (Titov exhibit 168 marked for identification.)

2 VIDEOGRAPHER: Back on the record, 3:19.

3 MR. FABRIZIO: When we were off the record, I marked as
4 Titov exhibit 168 a two-page document that is exhibit B
5 to the complaint. It is the hotfile.com affiliate web
6 page as it existed on July 28, 2010.

7 BY MR. FABRIZIO:

8 Q. Mr. Titov, is exhibit 168 a true and correct copy of the
9 Hotfile affiliates web page as it appeared on the
10 Hotfile website on July 28, 2010?

11 MR. THOMPSON: Objection, calls for speculation and a legal
12 conclusion.

13 A. I don't have any reason to believe that it's not.

14 BY MR. FABRIZIO:

15 Q. Okay. If you look under the term "Affiliate," about
16 halfway down the first page, under the paragraphs
17 numbered 1 and 2, there is a line that says:

18 "We are trying to encourage the good promoters by
19 increasing their earnings and to reduce the earnings for
20 uploaders that mainly use the free Hotfile resources for
21 storage."

22 Do you see that?

23 A. I see that.

24 Q. And is that consistent with your understanding of what
25 Hotfile is attempting to do with its uploader affiliate

1 program?

2 MR. THOMPSON: Objection, overbroad and vague.

3 A. I don't know. I guess so.

4 (Titov exhibit 169 marked for identification.)

[REDACTED]

- ■ [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- ■ [REDACTED]
- ■ [REDACTED]
- [REDACTED]
- ■ [REDACTED]
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- ■ [REDACTED]
- [REDACTED]
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- [REDACTED]
- ■ [REDACTED]
- [REDACTED]
- [REDACTED]
- ■ [REDACTED]
- ■ [REDACTED]
- ■ [REDACTED]

█ █ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

█ [REDACTED] [REDACTED]

█ █ [REDACTED]

█ [REDACTED]

8 (Titov exhibit 170 marked for identification.)

9 MR. FABRIZIO: I have marked as Titov exhibit 170,
10 an 11-page document that is a printout from the Digital
11 Point forum, with the forum posts running from June 26,
12 2009 to June 28, 2009.

13 If it helps you, Mr. Titov, I'm going to refer you
14 to the Butcher Boy quotes on page 1, page 3 and page 5.

15 MR. THOMPSON: What was the last page you wanted him to look
16 at, 3 and ...?

17 MR. FABRIZIO: Five.

18 BY MR. FABRIZIO:

19 Q. Okay.

20 A. You said page 5, right?

21 BY MR. FABRIZIO:

22 Q. Yes.

23 All right. So turning to the first page of
24 exhibit 170, you'll see it's the same day as the email
25 we previously looked at, talking about Mr. Ianakov's

1 postings on Digital Point?

2 A. Yeah, I see that.

3 Q. Okay. And looking at Mr. Ianakov's post from June 26,
4 2009, given the screen name "Butcher Boy" and the text
5 and context of -- do you have any -- any reason to doubt
6 that that is an actual posting by Mr. Ianakov?

7 MR. THOMPSON: Objection, vague and ambiguous, lacks
8 foundation, compound and calls for speculation.

9 A. I don't have any reason to believe that it's not
10 Mr. Ianakov.

11 BY MR. FABRIZIO:

12 Q. Okay. Turning to page 3, there are two Butcher Boy
13 posts. The first one is June 26, 2009, 5:40 a.m., and,
14 again, from the name and the content of message, do you
15 have any reason to doubt that that is an actual post
16 from Mr. Ianakov?

17 A. I don't have any reason to doubt that.

18 Q. And the one at the bottom of the page, it carries over
19 to page 4, it's June 26, 2009 at 9:12 a.m., and once
20 again, from the name "Butcher Boy" and the content of
21 the post, do you have any reason to doubt that that is
22 an actual posting from Mr. Ianakov?

23 MR. THOMPSON: Objection, calls for speculation.

24 A. No, I don't have any reason to doubt that.

25 BY MR. FABRIZIO:

1 Q. Okay. Turning to page 5 there is a post by Mr. Ianakov
2 on June 26, 2009 at 2:52 p.m., and in this post, he is
3 responding to a post by maxdugan, so I'm not -- not
4 asking you whether the maxdugan post -- asking about the
5 maxdugan post, I'm asking about what Mr. Ianakov says
6 below that -- do you understand what I'm saying?

7 A. I understand what you're saying.

8 Q. Okay. So given the "Butcher Boy" screen name and the
9 content of Mr. Ianakov's post, do you have any reason to
10 doubt that that is an actual posting made by Mr. Ianakov
11 on or around June 26, 2009?

12 MR. THOMPSON: Objection, lacks foundation, calls for
13 speculation, assumes facts.

14 A. I don't have any reason to doubt that.

15 (Titov exhibit 171 marked for identification.)

16 MR. FABRIZIO: I have marked as Titov exhibit 71 --

17 MR. THOMPSON: Are you talking about 171?

18 MR. FABRIZIO: What did I say?

19 MR. THOMPSON: "71."

20 MR. FABRIZIO: I'm sorry. I have marked as Titov
21 exhibit 171, a three-page exhibit which is a printout
22 from a forum titled "freelancer," and this is
23 from December 2, 2011, that's the date of the printout.

24 The post that I will refer you to from Butcher Boy
25 indicates that it was posted over two years ago, so in

1 the 2009 timeframe, and it looks like we've printed out
2 the full thread for completeness, but, obviously, the
3 only text of consequence is on the first page.

4 BY MR. FABRIZIO:

5 Q. All right. Are you familiar with the freelancer message
6 board?

7 A. Not really, I am not.

8 Q. Have you ever heard of it before?

9 A. Probably while exchanging interrogatory answers.

10 Q. Okay.

11 MR. THOMPSON: Just to clarify, Mr. Titov, Mr. Fabrizio
12 doesn't want you to give any knowledge you've learned in
13 the course of replying to discovery in our case.

14 MR. FABRIZIO: Well, that's actually not true. You don't
15 need to give me your counsel's work product -- but he's
16 a corporate representative; the purpose of this
17 deposition is responding to discovery and that's of
18 course what --

19 MR. THOMPSON: So you want him to respond, "I know it from
20 the interrogatory"?

21 MR. FABRIZIO: I want him to respond by saying,
22 "I personally didn't know it, but, in preparing to be
23 a corporate representative of Hotfile Corporation,
24 I understand what it is from information available to
25 the corporation."

1 MR. THOMPSON: That's a different -- I think you don't want
2 him to read your interrogatories and testify from that
3 now, that's all I am saying.

4 BY MR. FABRIZIO:

5 Q. Mr. Titov, if you look down at the bottom of the page,
6 there's a comment posted by Butcher Boy?

7 A. I see that.

8 Q. Okay. And all the way at the bottom under the words,
9 "Good luck!" it says "over 2 years ago," do you see
10 that?

11 A. I see that.

12 Q. And that's a fairly common phenomena in these sorts of
13 website post comments that they -- that they give an
14 indication after the post as to how long ago it was
15 posted?

16 MR. THOMPSON: Objection, calls for speculation, lacks
17 foundation, and vague.

18 BY MR. FABRIZIO:

19 Q. Isn't that correct?

20 A. I would say so.

21 Q. Okay. Given the "Butcher Boy" handle and the content of
22 the comment, do you have any doubt that that represents
23 an actual post from Mr. Ianakov some time in 2009?

24 MR. THOMPSON: Objection, lacks foundation, calls for
25 speculation.

1 A. I don't have any reason to believe that it's not.

2 BY MR. FABRIZIO:

3 Q. Okay. And if you look at the top on the page, there is
4 a -- a project description, and it says, "Hi there," and
5 then the next line says:

6 "I need someone to promote a free file hosting site
7 as itself and its affiliate program."

8 Do you see that?

9 A. I see that.

10 Q. And then, if you look to right, it says, "Project posted
11 by" and then it says "ButcherBoy," do you see that?

12 A. I see that.

13 Q. Okay. From the content and the "ButcherBoy" handle and
14 the general timeframe, do you have any doubt in your
15 mind that that represents a project posting by
16 Mr. Ianakov some time in the 2009 timeframe?

17 MR. THOMPSON: Objection, calls for speculation, lacks
18 foundation.

19 A. I don't have any reasons to believe that it's not.

20 (Titov exhibit 172 marked for identification.)

21 MR. FABRIZIO: Thank you. I'm done with that exhibit.

22 Marked as Titov exhibit 172, an eight-page document
23 which is a printout of a Digital Point forum thread, the
24 first post on the thread is March 25, 2009, and the last
25 post on the thread is April 6, 2009.

1 Mr. Titov, just for your convenience, I'm only
2 planning on asking you about the postings on page 5 of
3 8.

4 BY MR. FABRIZIO:

5 Q. Mr. Titov, looking at page 5 of exhibit 172, do you see
6 in the middle, there is a posting from Butcher Boy dated
7 March 30, 2009?

8 A. I see that, yes.

9 Q. Okay. And from the timeframe, the screen name and the
10 content of the posting, have you any doubt in your mind
11 that that is an actual posting by Mr. Ianakov on or
12 about March 30, 2009?

13 MR. THOMPSON: Objection, calls for speculation, lacks
14 foundation.

15 A. I don't have any reasons to believe it's not him.

16 (Titov exhibit 173 marked for identification.)

17 MR. FABRIZIO: I'm going to mark as exhibit Titov 173
18 a four-page printout from the link bucks forum. The
19 postings here begin on April 7, 2009 and continue
20 through April 27, 2009.

21 Only one small problem here, Rod, is my binder copy
22 is missing, so I'm happy to let you look at this, but
23 I'm going to need it back to ask my questions.

24 MR. THOMPSON: I'd like to see it.

25 MR. FABRIZIO: I'll give it back to you after that.

1 MR. THOMPSON: Steve, do you want this on the record?

2 (Discussion off the record.)

3 BY MR. FABRIZIO:

4 Q. Are you ready, Mr. Titov? I'm stepping around the table
5 because I don't -- inadvertently, I didn't have my own
6 copy, so I'm just going to read over Rod's shoulder.

7 Mr. Titov, looking at page 1 of exhibit 173, you see
8 there is an entry for a post by Butcher Boy?

9 A. I see.

10 Q. It carries over to page 2.

11 A. I see that.

12 Q. Okay. And from the timeframe, the screen name and the
13 content, do you have any doubt that that is an actual
14 posting from Mr. Ianakov?

15 MR. THOMPSON: Objection, calls for speculation, lacks
16 foundation.

17 A. I don't have any reasons to believe that it's not.

18 MR. FABRIZIO: Okay. I can save us both time. You can have
19 that same objection for every -- every time I want to do
20 that --

21 MR. THOMPSON: You're going to give me a standing objection?

22 MR. FABRIZIO: For this exhibit --

23 MR. THOMPSON: Thank you.

24 MR. FABRIZIO: Because there are a lot of them, we'll save
25 each other a little time.

1 BY MR. FABRIZIO:

2 Q. If you turn to page 2, at the bottom of page 2 carrying
3 over to page 3, there is another post by Mr. Ianakov
4 dated April 4, 2009 and, from the timeframe, the screen
5 name and the content of the post itself, do you have any
6 doubt that that's an actual post from Mr. Ianakov on or
7 about April, 2009?

8 A. I don't have any reasons to believe that it's not --

9 Q. Can you turn --

10 MR. THOMPSON: Did you get his full answer?

11 BY MR. FABRIZIO:

12 Q. If you turn to page 4, there two posts by Mr. Ianakov,
13 one on April 11, 2009, and the other a little -- seven
14 minutes later on the same date, and the second one
15 carries over to page 5.

16 From the screen names, the timeframe and the actual
17 content of those two posts, do you have any doubt that
18 those are actual posts made by Mr. Ianakov on April 11,
19 2009?

20 A. I don't have any reasons to believe that they are not.

21 Q. If you turn to page 5, there's a post by Mr. Ianakov on
22 the bottom portion of the page, dated April 12, 2009.

23 Again from the timeframe, the screen name and the
24 actual content of the post, do you have any doubt that
25 that's an actual posting from Mr. Ianakov on or

1 about April 12, 2009?

2 A. I don't have any reasons to believe that it's not.

3 Q. If you turn to page 7, towards the top of the page,
4 there's another Ianakov post, dated April 13, 2009 at
5 2:12 p.m.

6 Again, from timeframe, the screen name and the
7 actual content of the post itself, is there any doubt in
8 your mind that that is an actual posting from
9 Mr. Ianakov on or about April 14, 2009?

10 A. I don't have any reasons to believe that it's not.

11 Q. Turning to the next page, page 8, at the bottom of the
12 page, there is another post by Mr. Ianakov dated April
13 16, 2009 -- is that what that says?

14 MR. THOMPSON: Yeah, I believe so.

15 A. Yeah.

16 MR. FABRIZIO: My eyes just went.

17 MR. THOMPSON: Steve, since you got interrupted, let me
18 start off by saying it's not Mr. Ianakov, it's from
19 Butcher Boy, in the question.

20 BY MR. FABRIZIO:

21 Q. Okay. There is a post at the bottom of the page from
22 Butcher Boy dated April 6, 2009; from the timeframe, the
23 screen name, Butcher Boy, and the actual content of this
24 posting, is there any doubt in your mind that this is an
25 actual posting from Mr. Ianakov dated April 16, 2009?

1 A. I don't have any reason to believe that it's not.

2 Q. If you turn to page 14 -- I'm sorry, page 10, at the
3 bottom of the page, carrying over to page 11, there is
4 a post from Butcher Boy dated April 20, 2009.

5 From the timeframe, the screen name "Butcher Boy"
6 and the actual content of the post itself, is there any
7 doubt in your mind that that's an actual posting from
8 Mr. Ianakov on or about April 20, 2009?

9 A. I don't have any reasons to believe that it's not.

10 Q. If you turn to page 12, carrying over to page 13, at the
11 very bottom of page 12, there is the beginning of
12 a post, just the header information of -- by Butcher Boy
13 dated April 27, 2009.

14 From the timeframe, the screen name "Butcher Boy"
15 and the actual content of the text of the post, which is
16 on page 13, is there any doubt in your mind that that is
17 an actual posting from Mr. Ianakov on April 27, 2009?

18 A. I don't have any reasons to believe that it's not.

19 Q. On the last page, page 14, at the very top of the page,
20 there's another post by Butcher Boy dated April 27,
21 2009, from the timeframe, the screen name and the actual
22 content of this post, is there any doubt in your mind
23 that this is an actual posting from Mr. Ianakov dated
24 April 27, 2009?

25 A. I don't have any reasons to believe that it's not.

█ [REDACTED]
█ [REDACTED]
█ [REDACTED]

4 Mr. Titov, do you personally believe that Hotfile is
5 used by most users to download infringing content?

6 MR. THOMPSON: Objection, calls for opinion and a legal
7 conclusion, and overbroad.

8 A. I don't know.

9 BY MR. FABRIZIO:

10 Q. Have you ever done anything to see what files users are
11 downloading from Hotfile?

12 MR. THOMPSON: Objection, overbroad, and I'll instruct the
13 witness to exclude from his answer anything he's done at
14 the request of lawyers in this case.

15 MR. FABRIZIO: I'll rephrase the question, because I didn't
16 intend to get work product.

17 BY MR. FABRIZIO:

18 Q. Other than investigations that you may have done at the
19 direction of your counsel in this litigation, has
20 Hotfile ever done anything to see what files users are
21 downloading from the website?

22 MR. THOMPSON: Objection, overbroad and vague.

23 A. I don't remember doing so.

24 BY MR. FABRIZIO:

25 Q. But if Hotfile wanted to, it readily could check,

1 correct?

2 MR. THOMPSON: Objection, vague, overbroad.

3 A. That is probably possible.

4 BY MR. FABRIZIO:

5 Q. And is Hotfile purposely avoiding exploring what its
6 users are downloading?

7 MR. THOMPSON: Objection, vague and ambiguous, overbroad.

8 A. I don't believe so.

9 BY MR. FABRIZIO:

10 Q. Do you believe that Hotfile's revenues would go down if
11 Hotfile were to eliminate all infringement on its
12 system?

13 MR. THOMPSON: Objection, calls for a legal conclusion,
14 hypothetical, and opinion testimony.

15 A. I don't know.

16 BY MR. FABRIZIO:

17 Q. You don't know? You don't have a belief one way or the
18 other?

19 MR. THOMPSON: Objection, asked and answered.

20 A. I don't know.

21 BY MR. FABRIZIO:

22 Q. Is there any doubt in your mind that at least some
23 portion of Hotfile's profits are a result of copyright
24 infringement?

25 MR. THOMPSON: Objection, calls for a legal conclusion and

1 "infringing content," if I had used expression
2 "unauthorized copyrighted content," would any of your
3 answers have been different?

4 MR. THOMPSON: Same objection.

5 A. I don't think so.

6 BY MR. FABRIZIO:

7 Q. Has Hotfile -- no, strike that.

8 Other than work that Hotfile may have done at the
9 direction of its counsel in this litigation, has Hotfile
10 ever attempted to figure out how many copyright owners
11 use Hotfile to distribute their own works?

12 A. I'm not aware of any study like that.

13 Q. Why not?

14 MR. THOMPSON: Objection, vague, overbroad.

15 A. I don't know.

16 BY MR. FABRIZIO:

17 Q. Okay, switching topics, some time during this deposition
18 you said that Hotfile will delete the files of
19 non-premium users if they are not -- if those files are
20 not downloaded for a certain period of time, and
21 I believe you said it was 14 to 90 days, is that
22 correct?

23 A. That is correct.

24 Q. Okay. What determines whether that period of time is 14
25 days or 90 days or something in between?

1 A. I believe there are two factors involved, one being if
2 the upload is anonymous or not.

3 Q. One being if the uploader was anonymous?

4 A. If the file was anonymously uploaded.

5 Q. Okay.

6 A. And the second factor would be whether the file was ever
7 downloaded at all.

8 Q. Okay. So is it the case that if the file was uploaded
9 anonymously and had never been downloaded before, the
10 period of time is 14 days?

11 A. That is my belief.

12 Q. And if the file was uploaded by a registered but
13 non-premium user and the file had been downloaded at
14 some point, then the period becomes 90 days?

15 A. Yes, that is my belief, that it will be 90 days from the
16 last download.

17 Q. Okay. And is it possible -- is it possible that the
18 period of time could be something between 14 and 90
19 days, or is it one or the other?

20 A. It is possible.

21 Q. And is it based on the same considerations, just
22 different combinations of them?

23 A. Correct.

24 Q. Okay. Why does Hotfile delete the files of non-premium
25 users when they haven't been downloaded for a period of

1 time?

2 A. I believe that is to free disk space.

3 Q. But if Hotfile is supposed to be at least in part
4 a storage service, isn't it contrary to the notion of
5 storage that Hotfile deletes files that have been stored
6 on it?

7 MR. THOMPSON: Objection, argumentative, and assumes facts.

8 A. I think it was implemented based on the model of other
9 websites.

10 (Reporter clarification.)

11 Model of other websites.

12 BY MR. FABRIZIO:

13 Q. "Model of other websites." Other websites such as
14 Rapidshare and MegaUpLoad?

15 A. Correct.

16 Q. Has Hotfile ever given consideration to, instead of
17 deleting those files, simply charging those users to
18 store them?

19 MR. THOMPSON: Objection, overbroad and vague.

20 A. If user buy a premium account, these files will be in
21 fact stored.

22 BY MR. FABRIZIO:

23 Q. Switching topics again -- I'm getting towards the end,
24 so I'm trying to cover some things I missed along the
25 way, that's why there will be a lot of shifting.

[Redacted text block consisting of approximately 25 lines of blacked-out content, likely a list or series of paragraphs.]

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Table with 2 columns and approximately 24 rows. All content is redacted with black bars.

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4 BY MR. FABRIZIO:

5 Q. Have you heard of the website hotfile123.com?

6 A. Yes, I did.

7 Q. Have you heard of the website hotfilesearch.com?

8 A. Yes, I did.

9 Q. Do you know who the operators are of either of those
10 sites?

11 A. I'm not aware who the operators of these websites are.

12 Q. Have you ever communicated with them in any way?

13 A. I don't believe so.

14 Q. Okay. Is there any way for a file hosted on Hotfile to
15 be accessible on either hotfile123 or hotfilesearch if
16 the uploading user has never hosted the URL publically?

17 MR. THOMPSON: Objection, calls for speculation, incomplete
18 hypothetical.

19 A. It should not be possible.

20 BY MR. FABRIZIO:

21 Q. Do you recognize the name Joni Dev, J-O-N-I, D-E-V?

22 A. No, I do not.

23 Q. Has Hotfile ever had any dealings with either
24 hotfile123.com or hotfilesearch.com that would provide
25 those websites with access to content posted on Hotfile?

1 MR. THOMPSON: Objection, vague and ambiguous and overbroad.

2 A. I'm not aware of any such dealings.

3 MR. THOMPSON: That means we're very, very close.

4 MR. FABRIZIO: We really -- I'm trying.

5 (Titov exhibit 177 marked for identification.)

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CERTIFICATE OF DEPONENT

I, ANTON TITOV, hereby certify that I have read the foregoing pages of my deposition of testimony taken in these proceedings on Thursday, December 8, 2011, and, with the exception of the changes listed on the next page and/or corrections, if any, find them to be a true and accurate transcription thereof.

Signed: 

Name: ANTON TITOV

Date: 1/20/2012

1 NAME OF CASE: Disney Enterprises Inc. v. Hotfile Corp.

2 DATE OF DEPOSITION: 12-8-2011

3 NAME OF WITNESS: ANTON TITOV

4 Reason Codes:

5 1. To clarify the record.

6 2. To conform to the facts.

7 3. To correct transcription errors.

8 Page 581 Line 8 Reason 3

9 From make it to the to make it to

10 Page 581 Line 9 Reason 3

11 From log, the to log the

12 Page 582 Line 17 Reason 3

13 From cannot exist to can notice if

14 Page 582 Line 20 Reason 1

15 From accounts hacking, limitation to accounts to prevent hacking is a limitation

16 Page 582 Line 22 Reason 3

17 From force on to force hacking on

18 Page 586 Line 16 Reason 3

19 From or to of

20 Page 586 Line 17 Reason 3

21 From servers of to service

22

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ANTON TITOV

25

1 NAME OF CASE: Disney Enterprises Inc. v. Hotfile Corp.

2 DATE OF DEPOSITION: 12-8-2011

3 NAME OF WITNESS: ANTON TITOV

4 Reason Codes:

5 1. To clarify the record.

6 2. To conform to the facts.

7 3. To correct transcription errors.

8 Page 587 Line 3 Reason 3

9 From all product to will protect

10 Page 587 Line 5 Reason 3

11 From stage to limitation

12 Page 589 Line 24 Reason 3

13 From it's correct to it isn't a correct

14 Page 592 Line 25 Reason 1

15 From it to we would

16 Page 597 Line 25 Reason 3

17 From the shareholders to two shareholders

18 Page 611 Line 22 Reason 3

19 From Lucyan to Luchian

20 Page 612 Line 8 Reason 3

21 From Lucyan to Luchian

22

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ANTON TITOV

25

1 NAME OF CASE: Disney Enterprises Inc. v. Hotfile Corp.

2 DATE OF DEPOSITION: 12-8-2011

3 NAME OF WITNESS: ANTON TITOV

4 Reason Codes:

5 1. To clarify the record.

6 2. To conform to the facts.

7 3. To correct transcription errors.

8 Page 612 Line 15 Reason 3

9 From Lucyan to Luchian

10 Page 612 Line 17 Reason 3

11 From Lucyan to Luchian

12 Page 616 Line 8 Reason 3

13 From FABRIZIO to THOMPSON

14 Page 616 Line 13 Reason 3

15 From man to him

16 Page 620 Line 4 Reason 3

17 From Lemuria paid to Lemuria ever paid

18 Page 620 Line 4 Reason 3

19 From other to any

20 Page 620 Line 5 Reason 3

21 From shareholders to and if there is still other and the answer is still no, and other shareholders, no.

22

23

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ANTON TITOV

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1 NAME OF CASE: Disney Enterprises Inc. v. Hotfile Corp.

2 DATE OF DEPOSITION: 12-8-2011

3 NAME OF WITNESS: ANTON TITOV

4 Reason Codes:

5 1. To clarify the record.

6 2. To conform to the facts.

7 3. To correct transcription errors.

8 Page 626 Line 22 Reason 3

9 From financial election to FinArt transaction

10 Page 632 Line 25 Reason 3

11 From a port tool to upload tool

12 Page 649 Line 25 Reason 3

13 From paid to the to paid through the

14 Page 675 Line 13 Reason 3

15 From responding to the to responding to user

16 Page 675 Line 14 Reason 3

17 From query in to inquiries via

18 Page 675 Line 15 Reason 1

19 From frequently questions to frequently asked questions

20 Page 701 Line 11 Reason 3

21 From ask him the question to ask him a new question

22

23

24

ANTON TITOV

25

H I G H L Y C O N F I D E N T I A L

Page 731

1 NAME OF CASE: Disney Enterprises Inc. v. Hotfile Corp.

2 DATE OF DEPOSITION: 12-8-2011

3 NAME OF WITNESS: ANTON TITOV

4 Reason Codes:

5 1. To clarify the record.

6 2. To conform to the facts.

7 3. To correct transcription errors.

8 Page 723 Line 16 Reason 3

9 From hosted to posted

10 Page ^{726:25-727:1} Line Reason 3

11 From our court file to Hotfile

12 Page 611 Line 22 Reason 3

13 From Lucyan to Luchian

14 Page 612 Line 8 Reason 3

15 From Lucyan to Luchian

16 Page 612 Line 12 Reason 3

17 From Lucyan to Luchian

18 Page 612 Line 15 Reason 3

19 From Lucyan to Luchian

20 Page 612 Line 17 Reason 3

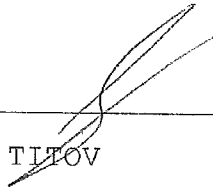
21 From Lucyan to Luchian

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ANTON TITOV

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HIGHLY CONFIDENTIAL
CERTIFICATE OF COURT REPORTER

I, Fiona Farson, with TSG Reporting, hereby certify that the testimony of the witness Anton Titov in the foregoing transcript, taken on Thursday, December 8, 2011 was reported by me in machine shorthand and was thereafter transcribed by me; and that the foregoing transcript is a true and accurate verbatim record of the said testimony.

I further certify that I am not a relative, employee, counsel or financially involved with any of the parties to the within cause, nor am I an employee or relative of any counsel for the parties, nor am I in any way interested in the outcome of the within cause.

Signed:

Fiona Farson

Dated: 12-20-2011

Yeh Exhibit 2

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF FLORIDA
3 CASE NO. 11-20427-WILLIAMS/TURNOFF
4

5 DISNEY ENTERPRISES,)
6 INC., TWENTIETH CENTURY)
7 FOX FILM CORPORATION,)
8 UNIVERSAL CITY STUDIOS)
9 PRODUCTIONS LLLP,)
10 COLUMBIA PICTURES)
11 INDUSTRIES, INC., and)
12 WARNER BROS.)
13 ENTERTAINMENT, INC.,)
14)

15 Plaintiffs,)
16)

17 v.)
18)

19 HOTFILE CORP., ANTON)
20 TITOV, and DOES 1-10)
21)

22 Defendants.)
23)
24)

25 H I G H L Y C O N F I D E N T I A L
(Pursuant to protective order, the following transcript has been designated highly confidential)

30(B)(6) DEPOSITION OF ANTON TITOV
LOS ANGELES, CALIFORNIA
THURSDAY, NOVEMBER 17, 2011

REPORTED BY:
Alejandria E. Kate
CSR NO. 11897, HI 448, RPR, CLR
JOB NO.: 44003

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF FLORIDA
3 CASE NO. 11-20427-WILLIAMS/TURNOFF
4

5 DISNEY ENTERPRISES,)
6 INC., TWENTIETH CENTURY)
7 FOX FILM CORPORATION,)
8 UNIVERSAL CITY STUDIOS)
9 PRODUCTIONS LLLP,)
10 COLUMBIA PICTURES)
11 INDUSTRIES, INC., and)
12 WARNER BROS.)
13 ENTERTAINMENT, INC.,)

14 Plaintiffs,)

15 v.)

16 HOTFILE CORP., ANTON)
17 TITOV, and DOES 1-10)

18 Defendants.)

19 _____)
20 HOTFILE CORP.,)

21 Counterclaimant,)

22 v.)

23 WARNER BROS ENTERTAINMENT)
24 INC.,)

25 Counterdefendant.)
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NOVEMBER 17, 2011

7:08 A.M.

Videotaped deposition of ANTON TITOV, held at
the offices of JENNER & BLOCK, LLP,
633 West 5th Street, Suite 3600, Los Angeles,
California, before Alejandria E. Kate, a
Registered Professional Reporter and
Certified Shorthand Reporter of the State of
California.

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

2
3 ATTORNEY FOR THE PLAINTIFFS:

4 JENNER & BLOCK, LLP
5 BY: STEVEN B. FABRIZIO, ESQ.
6 1099 New York Avenue, NW
7 Suite 900
8 Washington, DC 20001
9 202.639.6040
10 sfabrizio@jenner.com

11
12 ATTORNEY FOR THE DEFENDANTS HOTFILE CORP.,
13 AND ANTON TITOV:

14 FARELLA, BRAUN & MARTEL, LLP
15 BY: RODERICK M. THOMPSON, ESQ.
16 (APPEARING VIA VIDEO CONFERENCE)
17 235 Montgomery Street, 17th Floor
18 San Francisco, California 94104
19 415.954.4400
20 rthompson@fbm.com

21
22 ATTORNEY FOR THE DEFENDANT ANTON TITOV:

23 PENKOV, MARKOV & PARTNERS
24 BY: SVETOSLAV DIMITROV, ESQ.
25 NIKOLAY CVETANOV, ESQ.
(APPEARING VIA VIDEO CONFERENCE)
Iztok Dstr., Bl. 22, Entr. A
1113 Sofia
Bulgaria
359-2-9713935
lawyers@penkov-markov.eu

26
27 ALSO PRESENT:

28 KELLY TRUELOVE, consultant for the plaintiffs
29
30 GUEORGUI MATVEER, standby Bulgarian interpreter
31 (appearing via video conference)

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22 BY MR. FABRIZIO: 08:44

23 Q. Okay. So prior to this litigation, you didn't 08:44

24 have a system of strikes and tallying strikes; correct? 08:44

25 MR. THOMPSON: Objection. Vague and outside 08:45

1 the scope -- 08:45

2 (Speaking simultaneously.) 08:45

3 THE WITNESS: (Inaudible.) 08:45

4 BY MR. FABRIZIO: 08:45

5 Q. Go ahead, Mr. Titov. 08:45

6 MR. THOMPSON: Well, excuse me. Let make me 08:45

7 make my objection, Mr. Fabrizio. 08:45

8 This -- this last line of inquiries is outside 08:45

9 the scope of the deposition notice. We're coming up to 08:45

10 two hours, and you're going far afield. I'll let a few 08:45

11 more questions go before I cut this off. 08:45

12 MR. FABRIZIO: Okay. I understand. 08:45

13 Q. Mr. Titov? 08:45

14 MR. THOMPSON: Perhaps you can repeat the 08:45

15 question. 08:45

16 MR. FABRIZIO: I'm going to. 08:45

■ ■ [REDACTED] ■

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C E R T I F I C A T E

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I, ALEJANDRIA E. KATE, a Registered Professional Reporter and Certified Shorthand Reporter within and for the State of California, do hereby certify:

That the foregoing record of proceedings is a full and correct transcript of the stenographic notes taken by me therein.

In witness whereof, I have hereunto set my hand this 22nd day of November, 2011.

ALEJANDRIA E. KATE, RPR, CSR 11897

1

ERRATA SHEET

2

3

NAME OF CASE: "DISNEY ENTERPRISES VS. HOTFILE CORP."

4

DATE OF DEPOSITION: NOVEMBER 17, 2011

5

NAME OF WITNESS: ANTON TITOV

6

Reason Codes:

7

1. To clarify the record.

2. To conform to the facts.

8

3. To correct transcription errors.

9

10

Page 6 Line 20-21 Reason 1

11

From which is the Daylight Saving Times,
with the Dallas time to with Daylight Saving Times

12

Page 9 Line 17 Reason 1

13

From a transaction ID schedule, to a transaction ID,

14

Page 15 Line 3-4 Reason 1

15

From for millions of years to for many years

16

Page 15 Line 4 Reason 1

17

From a user for-- to a user for short period

18

Page 16 Line 8 Reason 3

19

From Vazell to Vasil

20

Page 16 Line 20 Reason 3

21

From Vazell is Vazell Kolef to Vasil is Vasil Kolev

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Page 17 Line 6-7 Reason 2

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From main file to admin panel

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 ANTON TITOV

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ERRATA SHEET

NAME OF CASE: "DISNEY ENTERPRISES VS. HOTFILE CORP."

DATE OF DEPOSITION: NOVEMBER 17, 2011

NAME OF WITNESS: ANTON TITOV

Reason Codes:

- 1. To clarify the record.
- 2. To conform to the facts.
- 3. To correct transcription errors.

Page 20 Line 13 Reason 3

From then we'll to that will

Page 21 Line 14 Reason 3

From wipe to whitelist

Page 26 Line 20 Reason 3

From Andre to Andrey

Page 33 Line 1 Reason 3

From bullet to uploaded

Page 33 Line 12 Reason 3

From my scale to ~~MySQL~~ MySQL

Page 33 Line 12 Reason 3

From our increments to auto increment

Page 34 Line 6 Reason 3

From of this to manual

ANTON TITOV

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ERRATA SHEET

NAME OF CASE: "DISNEY ENTERPRISES VS. HOTFILE CORP."

DATE OF DEPOSITION: NOVEMBER 17, 2011

NAME OF WITNESS: ANTON TITOV

Reason Codes:

- 1. To clarify the record.
- 2. To conform to the facts.
- 3. To correct transcription errors.

Page 38 Line 15 Reason 3
 From match to mention

Page 39 Line 1 Reason 3
 From coordinate to concatenate

Page 40 Line 2 Reason 3
 From image indicator to identifier

Page 42 Line 4 Reason 3
 From false to uploads

Page 45 Line 7 Reason 3
 From bot to --

Page 46 Line 15 Reason 3
 From escrow to ~~SOL~~ SQL

Page 51 Line 3 Reason 3
 From 19 to 90

ANTON TITOV

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ERRATA SHEET

NAME OF CASE: "DISNEY ENTERPRISES VS. HOTFILE CORP."

DATE OF DEPOSITION: NOVEMBER 17, 2011

NAME OF WITNESS: ANTON TITOV

Reason Codes:

- 1. To clarify the record.
- 2. To conform to the facts.
- 3. To correct transcription errors.

Page 52 Line 9 Reason 3

From pile to panel

Page 61 Line 11-12 Reason 3

From block...block to last...last

Page 62 Line 8-9 Reason 3

From late block...block downloads to last...uploaddownloads

Page 69 Line 3 Reason 3

From date to data

Page 72 Line 13 Reason 3

From mainly to many

Page _____ Line _____ Reason _____

From _____ to _____

Page _____ Line _____ Reason _____

From _____ to _____

ANTON TITOV

Yeh Exhibit 3

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF FLORIDA
3 CASE NO. 11-20427-WILLIAMS/TURNOFF

3 DISNEY ENTERPRISES, INC.,)
4 TWENTIETH CENTURY FOX FILM)
5 CORPORATION, UNIVERSAL CITY)
6 STUDIOS PRODUCTIONS LLLP,)
7 COLUMBIA PICTURES INDUSTRIES)
8 INC., and WARNER BROS.)
9 ENTERTAINMENT INC.,)

10 Plaintiffs,)

11 -vs-)

12 HOTFILE CORP., ANTON TITOV,)
13 and DOES 1-10,)

14 Defendants.)

15 _____)
16 HOTFILE CORP.,)

17 Counterclaimant,)

18 -vs-)

19 WARNER BROS. ENTERTAINMENT, INC.,)

20 Counterdefendant.)

21 VIDEOTAPED DEPOSITION UPON ORAL EXAMINATION

22 OF

23 RUMEN STOYANOV

24 HIGHLY CONFIDENTIAL

25 on Thursday, December 8, 2011
commencing at 9:10 a.m.

Taken at:

The Raddison Blu Hotel
Sofia, Bulgaria

Job Number: 43401

Reported by: Thelma Harries, MBIVR, ACR

A P P E A R A N C E S

On behalf of the Plaintiffs

JENNER & BLOCK

10909 New York Avenue, NW

Washington, DC 20001

BY: LUKE C. PLATZER, SQ.

On behalf of the Defendant HOTFILE CORP.

FARELLA BRAUN + MARTEL LLP

Russ Building

235 Montgomery Street

San Francisco, CA 94104

BY: ANDREW LEIBNITZ, ESQ.

In attendance:

INTERPRETER:

GEORGE M. MATVEEV

GO Ltd.

15, Krusheva Gradina Str.

Sofia 1415

Bulgaria

VIDEOGRAPHER:

SIMON ADDINSELL

TSG Court Reporting

[Redacted text block consisting of multiple lines of blacked-out content]

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3 At some point in time, RapidShare had
4 an affiliate programme that was similar to Hotfile,
5 is that correct?

6 A Yes.

7 Q And did RapidShare terminate its
8 affiliate programme at one point?

9 A I think so, yes.

10 Q Do you recall when that was?

11 A I'm not absolutely sure, but I think
12 it was in 2010.

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[Redacted text block]

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4 BY MR PLATZER:

5 Q You can put the document aside.

6 I would like to ask about cheaters
7 more generically. Was an issue that Hotfile faced
8 users who tried to crack the system in order to get
9 more money?

10 A Could you repeat the question?

11 Q Did Hotfile have an issue with users
12 who tried to cheat your system?

13 A Yes.

14 Q And can you tell me what methods
15 those cheaters use?

16 MR LEIBNITZ: Objection. Lacks
17 foundation.

18 THE WITNESS: Technically, I don't
19 know how they actually do this, but I'm looking at
20 the main indicator and, if something seems to be
21 going wrong, then I will instruct the technical
22 staff to start looking for issues.

23 BY MR PLATZER:

24 Q And when cheaters were successful in
25 cracking Hotfile's system, that cost Hotfile money,

1 definition, so now I am acquainted with a
2 phenomenon.

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4 Q Earlier we discussed the case in July
5 of 2010 when you were trying to find an explanation
6 for why Hotfile's revenue had suddenly increased.
7 Did you eventually arrive at a conclusion for why
8 Hotfile's revenues increased?

9 A I don't recall.

10 Are we done with this document?

11 MR PLATZER: Oh, yes. You can put
12 that away, sorry.

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4 MR PLATZER: Mark these, please.

5 MR LEIBNITZ: Do you want to take
6 a break for lunch?

7 MR PLATZER: I'd like to get through
8 this document first.

9 (Exhibits 15 and 16 marked
10 for identification)

11 BY MR PLATZER:

[REDACTED]

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21 These are next.
 22 (Exhibits 19 and 20 marked
 23 for identification)
 24 BY MR PLATZER:

■ [REDACTED] [REDACTED] [REDACTED]


ACKNOWLEDGEMENT

1 The witness and the within and foregoing
2 deposition of the aforementioned witness was taken
3 before THELMA HARRIES, MBIVR, ACR, at the place,
4 date and time aforementioned.

5 There were present during the taking of the
6 deposition the previously named counsel. The said
7 witness was first duly sworn and was then examined
8 upon oral interrogatories; the questions and
9 answers were taken down in shorthand by the
10 undersigned, acting as stenographer; and the within
11 and foregoing is a true, accurate and complete
12 record of all of the questions asked of and answers
13 made by the aforementioned witness at the time and
14 place hereinabove referred to.

15 The signature of the witness was not waived, and
16 the deposition was submitted and the undersigned is
17 not interested in the within case, nor of kin or
18 counsel to any of the parties.

19 I, RUMEN STOYANOV, being first duly sworn, on
20 oath say that I am the deponent in the aforesaid
21 deposition taken on December 8th, 2011; that I have
22 read the foregoing transcript of my deposition,
23 consisting of pages 1 through 92 inclusive, and
24 affix my signature to same.

25 
RUMEN STOYANOV

Subscribed and sworn to
before me this 16 day
of January, 2011.

CERTIFICATE

I, THELMA HARRIES, MBIVR, ACR, do hereby
certify:

That RUMEN STOYANOV, the witness whose
examination is hereinbefore set forth, was duly
sworn by me and the within transcript is a true
record of the testimony given by such witness.

I further certify that I am not related to any
of the parties of this action nor in any way
interested in the outcome of this matter.

THELMA HARRIES, MBIVR, ACR

Certified Court Reporter

Dated: December 20th, 2011

Yeh Exhibit 4

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF FLORIDA
3 CASE NO. 11-20427-WILLIAMS/TURNOFF

4 DISNEY ENTERPRISES, INC.,)
5 TWENTIETH CENTURY FOX FILM)
6 CORPORATION, UNIVERSAL CITY)
7 STUDIOS PRODUCTIONS LLLP,)
8 COLUMBIA PICTURES INDUSTRIES)
9 INC., and WARNER BROS.)
10 ENTERTAINMENT INC.,)

11 Plaintiffs,)

12 -vs-)

13 HOTFILE CORP., ANTON TITOV,)
14 and DOES 1-10,)
15 Defendants.)

16 _____)
17 HOTFILE CORP.,)
18 Counterclaimant,)

19 -vs-)

20 WARNER BROS. ENTERTAINMENT, INC.,)
21 Counterdefendant.)

22 VIDEOTAPED DEPOSITION UPON ORAL EXAMINATION
23 OF
24 ATANAS VANGELOV
25 HIGHLY CONFIDENTIAL
on Wednesday, December 7, 2011
commencing at 9:10 a.m.

26 Reported by: Taken at the offices of
27 Thelma Harrie RADDISON BLU HOTEL
28 Sofia, BULGARIA
29 Job# 43403

1 A P P E A R A N C E S

2 On behalf of the Plaintiffs

 JENNER & BLOCK LLP

3 1099 New York Avenue, NW

 Washington, DC 20001

4 BY: LUKE PLATZER, ESQ.

5

6

7 On behalf of the Defendant HOTFILE CORP.

 FARELLA BRAUN & MARTEL LLP

8 Russ Building

 235 Montgomery Street

9 San Francisco, CA 94104

 BY: ANDREW LEIBNITZ, ESQ.

10

11

12 In attendance:

13 INTERPRETER:

 GEORGE M. MATVEEV

14 GO Ltd.

 15, Krusheva Gradina Str.

15 Sofia 1415

 Bulgaria

16 Tel. +359 888 13 50 62

17 VIDEOGRAPHER:

 SIMON ADDINSELL

18 TSG Court Reporting

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1 conversations about that?

2 MR LEIBNITZ: I'll object to the
3 extent it seems like you're asking for a legal
4 conclusion about legal liability.

5 (To the witness) So, obviously,
6 Mr Vangelov, to the extent you had conversations
7 with counsel, he is not asking for that, and I'll
8 instruct you not to answer about communications you
9 would have had with your co-workers in the presence
10 of counsel to seek legal advice.

11 But his question is did you have
12 discussions with your co-workers that, if Hotfile
13 knew what files were hosted on the system, that
14 that could give rise to legal liability?

15 THE WITNESS: As I can recall now --
16 as I recall now, I don't remember of any discussion
17 like this without the presence of our attorneys.

18 MR PLATZER: Mark these as Exhibits
19 25 and 26.

20 (Exhibits 25 and 26 marked
21 for identification)

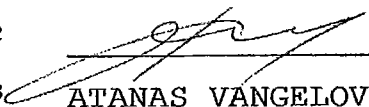
22 BY MR PLATZER:

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1 VIDEOPHOTOGRAPHER: This is the end of
2 tape 3 in volume 1 of the deposition of Antanas
3 Vangelov. We're going off the record at 3:44.
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8 (Deposition concluded at 3:44 p.m.)
9
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12 
13 _____
ATANAS VANGELOV

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1 NAME OF CASE: Disney Enterprises Inc. v. Hotfile Corp.

2 DATE OF DEPOSITION: 12-7-2011

3 NAME OF WITNESS: ATANAS VANGELOV

4 Reason Codes:

5 1. To clarify the record.

6 2. To conform to the facts.

7 3. To correct transcription errors.

8 Page 11 Line 16 Reason 1

9 From UNIVERSITY FOR ECONOMY to UNIVERSITY OF NATIONAL AND WORLD

10 Page 106 Line 14 Reason 3

ECONOMY

11 From LEMURIA to BLUE ANT

12 Page _____ Line _____ Reason _____

13 From _____ to _____

14 Page _____ Line _____ Reason _____

15 From _____ to _____

16 Page _____ Line _____ Reason _____

17 From _____ to _____

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ATANAS VANGELOV

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CERTIFICATE

I, THELMA HARRIES, MBIVR, ACR, do hereby
certify:

That ATANAS VANGELOV, the witness whose
examination is hereinbefore set forth, was duly
sworn by me and the within transcript is a true
record of the testimony given by such witness.

I further certify that I am not related to any
of the parties of this action nor in any way
interested in the outcome of this matter.

THELMA HARRIES, MBIVR, ACR
Certified Court Reporter

Subscribed and sworn to
before me this 19th day
of December, 2011.

Yeh Exhibit 5

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF FLORIDA
3 CASE NO. 11-20427-WILLIAMS
4

5 DISNEY ENTERPRISES, INC.,)
TWENTIETH CENTURY FOX FILM)
6 CORPORATION, UNIVERSAL CITY)
STUDIOS PRODUCTIONS LLLP,)
7 COLUMBIA PICTURES)
INDUSTRIES, INC., and)
8 WARNER BROS. ENTERTAINMENT)
INC.,)
9)
10 Plaintiffs,)
11)
v.)
12)
HOTFILE CORP., ANTON TITOV)
13 and DOES 1-10,)
14 Defendants.)

15
16
17 Continued Deposition of JAMES BOYLE

18 Volume II

19 (Taken by the Plaintiffs)

20 Raleigh, North Carolina

21 January 19, 2012
22
23

24 Reported by: Marisa Munoz-Vourakis -
RMR, CRR and Notary Public

25 TSG Job # 45588

1 APPEARANCE OF COUNSEL:

2 For the Plaintiffs:

3 DUANE POZZA, ESQ.

4 Jenner & Block

5 1099 New York Avenue, NW, Suite 900

6 Washington, DC 20001

7

8

9

10 For the Defendants:

11 DEEPAK GUPTA, ESQ.

12 Farella Braun & Martel

13 Russ Building

14 235 Montgomery Street, 17th Floor

15 San Francisco, CA 94104

16

17

18 o0o

19

20 Continued Deposition of JAMES BOYLE,

21 taken by the Plaintiffs, at Office Suites Plus, 3737

22 Glenwood Avenue, Suite 100, Raleigh, North Carolina, on

23 the 19th day of January, 2012 at 9:38 a.m., before

24 Marisa Munoz-Vourakis, Registered Merit Reporter,

25 Certified Realtime Reporter and Notary Public.

1 uploaders that mainly use the free Hotfile resources
2 for storage seem to indicate that Hotfile had an
3 intention not to have users use their free service if
4 they were engaging in storage, but rather to use some
5 paid service, which I presume, but do not know, is the
6 premium service.

7 Q. Do you have a general familiarity with the
8 affiliate program based on -- let me back up.

9 In your initial report, you became
10 generally familiar with the affiliate program on
11 Hotfile, correct?

12 A. In my initial report, I talked about the
13 affiliate program to the extent that I analyzed it in
14 order to see whether or not it could be used by
15 copyright holders to indirectly compensate them for the
16 copyrighted materials that they owned and which they
17 uploaded. And I concluded based on the fact that the
18 affiliate members would receive monies proportional to
19 downloading, number one; and number two, that two of
20 the specific developers that I looked at were actually
21 members of the affiliate program, that those facts were
22 consistent with copyright holders using Hotfile to
23 distribute their own copyrighted materials and being
24 compensated for it.

25 That I would say pretty much exhausts my

SIGNATURE PAGE

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you.

(Whereupon the deposition was
concluded at 5:43 p.m.)

(Signature reserved.)

JAMES BOYLE

SUBSCRIBED AND SWORN to before me this _____

day of _____, 2012

NOTARY PUBLIC

My Commission expires: _____

1 TRANSCRIPTION

2 MMV

3 CASE NAME: Disney vs. Hotfile

4

5

6 WITNESS NAME: JAMES BOYLE

7 DATE: January 19, 2012

8

9	PAGE	LINE	READS	SHOULD READ
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10	_____			
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11	_____			
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C E R T I F I C A T E

1
2 I, Marisa Munoz-Vourakis, RMR, CRR and Notary Public,
3 the officer before whom the foregoing proceeding was
4 conducted, do hereby certify that the witness(es) whose
5 testimony appears in the foregoing proceeding were duly
6 sworn by me; that the testimony of said witness(es) were
7 taken by me to the best of my ability and thereafter
8 transcribed under my supervision; and that the foregoing
9 pages, inclusive, constitute a true and accurate
10 transcription of the testimony of the witness(es).

11 I do further certify that I am neither counsel for,
12 related to, nor employed by any of the parties to this
13 action in which this proceeding was conducted, and
14 further, that I am not a relative or employee of any
15 attorney or counsel employed by the parties thereof, nor
16 financially or otherwise interested in the outcome of the
17 action.

18 IN WITNESS WHEREOF, I have hereunto subscribed my name
19 this 23rd of January, 2012.

20
21
22 _____
MARISA MUNOZ-VOURAKIS

23 Notary #20032900127
24
25

Yeh Exhibit 6

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF FLORIDA
3 CASE NO. 11-20427-WILLIAMS/TURNOFF

4 DISNEY ENTERPRISES, INC.,
5 TWENTIETH CENTURY FOX FILM
6 CORPORATION, UNIVERSAL CITY
7 STUDIOS PRODUCTIONS LLLP,
8 COLUMBIA PICTURES INDUSTRIES,
9 INC., and WARNER BROS.

10 ENTERTAINMENT, INC.,
11 Plaintiffs,

12 v.

13 HOTFILE CORP., ANTON TITOV,
14 and DOES 1-10,
15 Defendants.

16 _____
17 HOTFILE CORP.,
18 Counterclaimant,

19 v.

20 WARNER BROS. ENTERTAINMENT
21 INC.,

22 Counterdefendant.

23 _____
24 Thursday, December 15, 2011
25 9:15 a.m. - 2:39 p.m.
1221 Brickell Avenue
Miami, Florida

DEPOSITION OF CONSTANTIN LUCHIAN

Taken on behalf of the PLAINTIFFS before
Michael J. D'Amato, RMR, Notary Public in and for the
State of Florida at Large, pursuant to Notice of Taking
Deposition in the above cause.

Job No. 44703

1
2 APPEARANCES
3

4 For the Plaintiffs:
5

6 JENNER & BLOCK
7 BY: JENNIFER V. YEH, ESQ.
8 1099 New York Avenue
9 Washington, DC 20001

10 For the Defendant Hotfile and Titov:
11

12 RASCO, KLOCK, REININGER PEREZ ESQUENAZI
13 VIGIL & NIETO
14 BY: JANET MUNN, ESQ.
15 283 Catalonia Avenue
16 Coral Gables, FL 33134

17 -AND-
18 BOSTON LAW GROUP
19 BY: VAL GURVITZ, ESQ.
20 20 Park Plaza
21 Boston, MA 02116
22
23
24
25

1 these clients?

2 A. No.

3 Q. So for all the clients who have DMCA agents
4 through Incorporate Now you would be the DMCA agent?

5 MS. MUNN: Objection to the form of the
6 question. You can answer.

7 A. Yes.

8 Q. Let's move to your work for Hotfile Corp. as a
9 DMCA agent. Is there -- which Hotfile entity do you
10 perform DMCA services for?

11 A. We perform services for Hotfile.com and for
12 Hotfile Corp.

13 Q. In working for Hotfile.com who do you interact
14 with at Hotfile Corp.?

15 A. I sent all the interactions to
16 Abust@Hotfile.com.

17 Q. Is there a specific individual that you
18 communicate with?

19 A. I don't know. It goes to Abust@Hotfile.com.

20 Q. So more generally speaking, not just the
21 notices that you are sending, but is there somebody
22 that -- who is the contact person at Hotfile Corp. if
23 you are looking for specific answers for something?

24 A. It still will go to Abuse@Hotfile.com.

25 Q. So there is no individual that you interact

1 with at Hotfile Corp.?

2 A. I have interacted with Anton Titov.

3 Q. When did you first meet Mr. Titov?

4 A. As far as I remember it was in 2009.

5 Q. Can you be more specific when in 2009?

6 A. I can't. I don't remember.

7 Q. When you were -- I understand that Hotfile did
8 some work with Webazilla. Did you ever meet Mr. Titov
9 through Webazilla?

10 A. As far as I remember I met Mr. Titov when he
11 was referred to be a DMCA client for us.

12 Q. What is your understanding of Mr. Titov's role
13 in Hotfile?

14 A. As far as I know he's a firm representative.

15 Q. Can you be more specific, what do you mean by
16 firm representative?

17 A. He represents the company Hotfile.com.

18 Q. Do you believe that -- strike that. Other
19 than Mr. Titov is there any other individual that you
20 have dealt with at Hotfile?

21 A. No, not as far as I remember.

22 Q. Are you aware of what Mr. Titov does for
23 Hotfile?

24 A. As far as I know it's just what services I
25 perform to him and to Hotfile.com.

1 Q. Can you be more specific?

2 A. My interaction with Mr. Titov was on the part
3 of DMCA, correct. What else he might be doing I don't
4 know.

5 Q. So you only interact with Mr. Titov in your
6 capacity as a DMCA agent, is that correct?

7 A. Yes.

8 Q. You mentioned earlier that Hotfile Corp. is
9 the entity for which Incorporate Now performs DMCA
10 services for, is that correct?

11 A. Yes, that's correct, we perform services for
12 Hotfile.com.

13 Q. Is there a contract that governs those
14 services?

15 A. Yes, there's a contract that governs the
16 services.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

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█ [REDACTED]

█ [REDACTED]

█ [REDACTED]

10 Q. Prior to December 2009 do you know who the
11 DMCA agent for Hotfile was?

12 A. No, I do not.

13 Q. Do you know whether there was a DMCA agent?

14 A. No, I do not.

15 Q. Currently are you the only DMCA agent for
16 Hotfile?

17 A. As far as I know, yes.

18 Q. Let's go back to your responsibilities as a
19 DMCA agent. Aside from forwarding the notices you get,
20 what other responsibilities do you have?

21 A. As far as that's the only responsibilities
22 that we provide.

23 Q. Let's walk through this process. What happens
24 when you first receive a notice?

25 A. The notice is being saved and then forwarded

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

18 Q. I just wanted to be clear that you actually
19 don't have access to the Abuse@Hotfile e-mail address?

20 A. No, I do not.

21 Q. Are you authorized to delete content?

22 A. Can you explain?

23 Q. So these notices that are sent, they ask that
24 certain content be deleted off of Hotfile. Do you have
25 the ability to delete content?

1 A. No, I do not.

2 MS. MUNN: Why don't we take a short break.

3 MS. YEH: Okay.

4 (Recess taken in the proceedings)

5 BY MS. YEH:

6 Q. Mr. Luchian, do you understand that you are
7 still under oath?

8 A. Yes, I do.

9 Q. Can I ask, what did you do to prepare for this
10 deposition?

11 A. I have consulted my attorney.

12 Q. Did you speak with Mr. Titov?

13 A. Yes, I have.

14 Q. What did you speak to Mr. Titov about?

15 A. Mr. Titov contacted me several weeks ago to
16 refresh his memory about the process of our service.

17 Q. Other than that did you have any other
18 conversations with Mr. Titov?

19 A. No.

20 Q. Have you had any conversations with anybody
21 else at Hotfile Corp. to prepare for this deposition?

22 A. I have not -- well, first of all I have not
23 contacted Mr. Titov to prepare for the deposition. He
24 has contacted me to refresh his memory of how exactly
25 our services are provided.

1 pertaining to access of content.

2 Q. Did you -- when you entered into that
3 agreement did you inform Mr. Titov of your policy that
4 you don't usually access content?

5 A. As far as I remember this conversation could
6 take place. I don't remember if we spoke particularly
7 about any type of account that would grant access to
8 the Web site or not.

9 Q. In those initial discussions with Mr. Titov,
10 was there anybody present other than you and Mr. Titov?

11 A. As far as I remember my partner, Constantin
12 Bolotin might have been present.

13 Q. Have you discussed this Hotfile litigation
14 with Mr. Bolotin?

15 A. As far as I remember he's aware of the
16 litigation but we didn't discuss any details.

17 Q. Did you talk with Mr. Bolotin to refresh any
18 memories before this deposition?

19 A. No, I have not.

20 Q. Did you take any notes during those initial
21 meetings with Mr. Titov?

22 A. No, I don't remember taking any notes.

23 Q. So moving from content to user accounts. Are
24 you authorized to take any action with regard to user
25 accounts?

1 A. No, I do not.

2 Q. When you receive a take-down notice do you
3 have any way of knowing what user uploaded or
4 downloaded the content being complained of?

5 A. No, I do not.

6 Q. Do you ever receive requests to terminate
7 specific users?

8 A. I don't remember. I do not read every notice
9 in detail.

10 Q. Do you have any knowledge of Hotfile's policy
11 for repeat infringers?

12 A. The only knowledge I have is that it probably
13 exists, but I don't have any knowledge about the policy
14 in general.

15 Q. When you first entered into the copyright
16 agent agreement were there any discussions about a
17 repeat infringer policy?

18 MS. MUNN: Objection to the form of the
19 question. Go ahead.

20 A. As far as I remember there were not.

21 Q. The initial discussions with Mr. Titov for
22 DMCA services, how long were those discussions?

23 A. I don't remember.

24 Q. Did they take place over the phone or in
25 person?

1 A. I don't remember exactly if it take place on
2 the phone or in person. I don't remember exactly how
3 did it take place.

4 Q. Were there multiple discussions?

5 A. I don't remember if there were multiple
6 discussions or just one discussion.

7 Q. At least when you signed the agreement were
8 you and Mr. Titov together physically when you signed
9 the agreement?

10 A. As far as I remember at the time of the
11 signature Mr. Titov was with me.

12 Q. At the signing of the agreement did you ask
13 any further questions about your responsibilities as a
14 DMCA agent?

15 A. As far as I remember we probably have talked
16 about the process of the service, how do we perform the
17 service for our client. That should have been the only
18 discussion that could have take place but it's been a
19 while. Don't remember exactly what we talked about.

20 Q. When you formed Incorporate Now with Mr.
21 Bolotin did you have in mind that you would provide
22 DMCA services for clients?

23 A. I don't remember at the time of company
24 formation that we had DMCA services in mind.

25 Q. Who came up with the idea of offering DMCA

1 Q. Did you ever discuss with Hotfile what to do
2 about counter-notifications?

3 A. As far as I remember our discussion with my
4 attorney about those e-mails and as far as I remember I
5 have to just keep a track of it.

6 Q. Do you know whether Hotfile responds to those
7 counter-notifications?

8 A. I don't know.

9 Q. Does anybody at Hotfile provide any guidance
10 about how to respond to the take down notices you
11 receive?

12 A. As far as I remember, no.

13 Q. So there's never been any instructions about
14 what to do with the notices?

15 A. According to our service we request our
16 clients to provide their contact information such as
17 e-mail where we send the notice. I don't remember any
18 instructions from Hotfile, particular instructions that
19 state what we should do with the notice. Because we
20 tell our customers that we will send the notice to
21 their contact information, which is their e-mail
22 address that they specified.

23 Q. Do you ever follow up with Hotfile after you
24 sent a notice to ask whether something was actually
25 taken down?

1 A. No, I don't.

2 Q. So you never verify that any of the notices
3 are actually dealt with accordingly?

4 A. As far as I remember I'm not requesting that
5 information from Hotfile.

6 MS. YEH: I'm going to have this marked as
7 Exhibit 9.

8 (Exhibit 9 marked for identification)

[REDACTED]

1 Q. What are you mean not at this time? Does that
2 mean at some future point you may be reimbursed?

3 A. Probably by Incorporate Now. Yeah, probably
4 will be reimbursed by Incorporate Now but that's
5 speculation.

6 Q. You are registered as a DMCA agent for
7 Hotfile. What address is used for the notices?

8 A. The general address for Incorporate Now.

9 Q. And that is the PO -- the UPS address, is that
10 correct?

11 A. A physical address, yes.

12 Q. So when people send DMCA notices to Hotfile it
13 gets mailed to the UPS Store?

14 A. It gets mailed to Incorporate Now at the
15 address 1007 North Federal Highway.

16 Q. What is the DMCA address for Lemuria?

17 A. The address is the same.

18 Q. Is it the same box number?

19 A. The address for Lemuria is the general address
20 for Incorporate Now.

21 MS. MUNN: Objection.

22 Q. Is it the same address as -- is it the same
23 UPS address?

24 A. We use the same physical address for all of
25 our clients.

1 Q. So for all of the clients for which you are a
2 DMCA agent all the notices get sent to the same
3 addresses, correct?

4 A. Correct.

5 Q. And that address is a UPS address, correct?

6 A. No. It's Incorporate Now address.

7 Q. It is an Incorporate Now address and where is
8 that address, at a UPS store?

9 A. UPS Store facilitates their receiving the mail
10 and processing.

11 Q. I just want to be clear that there's no
12 physical office that is receiving these notices?

13 A. UPS Store is a physical office that's
14 receiving notices.

15 Q. I mean a physical office of Incorporate Now.

16 A. As you mentioned before, Incorporate Now
17 doesn't have a chair or desk at the location.

■ ■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

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1 copy.

2 (Deposition concluded at 2:39 p.m.)

3 (Reading and signing not waived)

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Constantin Luchian

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CERTIFICATE OF OATH

STATE OF FLORIDA)

SS

COUNTY OF MIAMI-DADE)

I, Michael J. D'Amato, Notary Public for the State of Florida, certify that on the 15th day of December 2011, CONSTANTIN LUCHIAN personally appeared before me on and was duly sworn or affirmed.

WITNESS my hand and official seal this 28th day of December 2011.

Michael J. D'Amato
Notary Public - State of Florida
My Commission #DD 778385
Expires: June 13, 2012

CERTIFICATE OF COURT REPORTER

1
2 I, MICHAEL J. D'AMATO, a Registered Merit Reporter
3 and Notary Public in and for the State of Florida at
4 Large, do HEREBY CERTIFY that I was authorized to and
5 did stenographically report the deposition of CONSTANTIN
6 LUCHIAN; that a review of the transcript was; and that
7 the foregoing transcript, pages from 1 to 135, is a true
8 and accurate record of my stenographic notes.

9 I FURTHER CERTIFY that I am not a relative,
10 employee, attorney, or counsel of any of the parties, nor
11 am I a relative or employee of any of the parties'
12 attorney or counsel connected with the action, nor am I
13 financially interested in the action.

14 Dated this 28th day of December 2011.

15 _____
16 MICHAEL J. D'AMATO,
17 Registered Merit Reporter
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E R R A T A S H E E T

(Do not write on transcript - Enter any changes here)

IN RE:DISNEY v HOTFILE Date taken:12/15/11

PAGE/LINE Change Reason for Change

PAGE/LINE	Change	Reason for Change

Under penalties of perjury, I declare that I have read my deposition and that the facts stated herein are true.

CONSTANTIN LUCHIAN DATE

E R R A T A S H E E T

(Do not write on transcript - Enter any changes here)

IN RE:DISNEY v HOTFILE

Date taken:12/15/11

PAGE/LINE

Change

Reason for Change

132/20

"Anton Titov" should be replaced with "I did"

Reason for change: I misunderstood the question. I thought I was being

asked "Whose name is filed in". The answer to

"Who filed in" is "I did".

7/3 "web posting" has to be "web hosting"

Reason for change: transcriber error

8/14 "web posting" has to be "web hosting"

Reason for change: transcriber error

12/13 "DMC" has to be "DMCA"

Reason for change: transcriber error

36/21 "CL@incorporate.com" has to be "CL@incorporatenow.com"

Reason for change: transcriber error

39/19 "DMC" has to be "DMCA"

Reason for change: transcriber error

50/4 "CL@incorporate.com" has to be "CL@incorporatenow.com"

Reason for change: transcriber error

50/19 "DMC" has to be "DMCA"

Reason for change: transcriber error

Page 1 of 2 Continued on page 2

Under penalties of perjury, I declare that I have read
my deposition and that the facts stated herein are true.



1/31/2012

CONSTANTIN LUCHIAN

DATE

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E R R A T A S H E E T

(Do not write on transcript - Enter any changes here)

IN RE:DISNEY v HOTFILE Date taken:12/15/11

PAGE/LINE Change Reason for Change

60/17 "DMC" has to be "DMCA"

Reason for change: transcriber error

90/1 "Lemuriaco" has to be "Lemuria"

Reason for change: transcriber error

90/14 "Lemuriaco" has to be "Lemuria"

Reason for change: transcriber error

92/24 "open" has to be "owned"

Reason for change: transcriber error

100/21 "DMC" has to be "DMCA"

Reason for change: transcriber error

101/22 "DMC" has to be "DMCA"

Reason for change: transcriber error

109/8 "Depositfile.com" has to be "Depositfiles.com"

Reason for change: transcriber error

Page 2 of 2. End

Under penalties of perjury, I declare that I have read my deposition and that the facts stated herein are true.

Constantin Luchian

1/31/2012

CONSTANTIN LUCHIAN

DATE

Yeh Exhibit 7

1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF FLORIDA
3 CASE NO. 11-20427-WILLIAMS/TURNOFF

4 DISNEY ENTERPRISES, INC.,)
TWENTIETH CENTURY)
5 FOX FILM CORPORATION,)
UNIVERSAL CITY STUDIOS)
6 PRODUCTIONS LLLP,)
COLUMBIA PICTURES)
7 INDUSTRIES, INC., and)
WARNER BROS.)
8 ENTERTAINMENT, INC.,)

9 Plaintiffs,)

10 v.)

11 HOTFILE CORP., ANTON)
TITOV, and DOES 1-10)
12)
13 Defendants.)
_____)

14 H I G H L Y C O N F I D E N T I A L

15
16 (Pursuant to protective order, the following
17 transcript has been designated highly
18 confidential)

19 DEPOSITION OF MATTHEW LYNDE, Ph.D.
20 SAN FRANCISCO, CALIFORNIA
21 FRIDAY, DECEMBER 16, 2011
22
23

24 REPORTED BY: Linda Vaccarezza, CSR No. 10201
25 JOB NO.: 44313

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DECEMBER 16, 2011

10:07 A.M.

Deposition of MATTHEW LYNDE, Ph.D.,
held at the offices of Farella,
Braun & Martel, 235 Montgomery
Street, San Francisco, California, before
Linda Vaccarezza, a Registered
Professional Reporter and Certified
Shorthand Reporter of the State of
California.

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

ATTORNEY FOR THE PLAINTIFFS:

JENNER & BLOCK
BY: STEVEN B. FABRIZIO, ESQ.
1099 New York Avenue, NW
Washington, DC 20001

ATTORNEY FOR THE DEFENDANTS

HOTFILE CORP., AND ANTON TITOV:
FARELLA, BRAUN & MARTEL
BY: RODERICK M. THOMPSON, ESQ.
235 Montgomery Street
San Francisco, California 94104

1 reputation, including customer surveys or
2 other kinds of systemic responses.

3 That kind of evidence may or
4 may not exist, depending on the
5 circumstances of each case, in my
6 experience.

7 Q. In your past work as an expert
8 economist, when assessing the impact of some
9 event on goodwill, have you reviewed and
10 considered specific customer complaints?

11 MR. THOMPSON: Objection.

12 Overbroad broad and vague.

13 THE WITNESS: To the best of my
14 recollection, sometimes that kind of
15 information is available.

16 My understanding in the
17 circumstances of this case is that a
18 customer who is dissatisfied with Hotfile
19 really has very low switching costs, as
20 we call it, of going to a different
21 provider of online storage services.

22 So as I understand it, it's
23 hardly worth the trouble of sending an
24 complaining e-mail.

25 Q. Are you aware that Hotfile

1 provides a mechanism for users to communicate
2 with Hotfile, a web-based message center?

3 A. I'm generally aware of that, yes.

4 Q. Are you aware of how many of
5 Hotfile users take the time to communicate with
6 Hotfile about their dissatisfaction with various
7 aspects of the service?

8 A. I understand, I believe from
9 Mr. Titov, that most users don't bother to send
10 in feedback, they would simply switch.

11 Q. And you relied on Mr. Titov's
12 statements in that regard?

13 A. Well, in part. Certainly he would
14 know the business, also it comports with my
15 experience with other websites that switching
16 costs, as we say in economics, is rather low and
17 that would be a logical choice for a consumer as
18 opposed to -- or switching costs are higher and
19 it might be worthwhile to send in a complaint to
20 your supplier.

21 Q. Would you consider the switching
22 costs from Hotfile users to go to a competitor to
23 be low?

24 A. It's my understanding that they
25 are low, yes.

1 Q. On what is your understanding
2 based?

3 A. That one simply is a click away
4 from a competitor.

5 Q. Did you, or to your knowledge,
6 Hotfile, conduct consumer surveys to understand
7 whether any of Hotfile's users felt aggrieved in
8 any way by Warner Brothers' takedown notices?

9 A. I did not. And I'm not aware of
10 any such.

11 Q. You're familiar with the DMCA or
12 the Digital Millennium Copyright Acts?

13 A. I have a lay understanding, of
14 course. It's a legal document.

15 Q. Fair enough. Do you understand
16 that the DMCA provides a mechanism for users
17 whose content has been removed from a website to
18 provide what is known as a counter notification?

19 A. I do have a lay understanding that
20 that is part of the DMCA.

21 Q. And that if a user provides a
22 counter notification, that there are rules and
23 processes by which a sales provider such as
24 Hotfile might be required to reinstate content
25 that had been disabled, is that part of your

1 Hotfile's competitors?

2 A. I understand that there are other
3 providers of storage services. I don't have
4 their names to mind. Such as --

5 Q. Megaupload?

6 A. Megaupload or -- obviously I'm not
7 a user, in which case I might know some of the
8 names, but I don't.

9 Q. Good for you.

10 Are you aware that in the --
11 strike that.

12 Let me actually go a different
13 direction.

14 You referred to Hotfile as a
15 storage facility?

16 A. Generally. I didn't mean a
17 specific technical term by it.

18 Q. Have you, in the course of
19 preparing your report, have you considered the
20 nature of the business model of Hotfile?

21 A. Yes.

22 Q. And in your professional judgment,
23 would you consider it more of a distribution
24 model or of a storage model?

25 MR. THOMPSON: Objection. Vague.

[REDACTED]

24 Q. You said that there was a low cost
25 to switching to a competitor -- strike.

1 Let me start with a foundation.

2 Are you aware that in the --
3 either cyberlocker, we refer to them as download
4 hub space, that there are new entrants regularly
5 coming into the market?

6 MR. THOMPSON: Objection. Assumes
7 facts.

8 THE WITNESS: I'm not specifically
9 aware of that.

10 Q. Have you looked at the market of
11 Hotfile's competitors?

12 A. I have not specifically evaluated
13 the market. I was aware, as I said, of a small
14 number of specific competitors such as
15 MegaDownload and the like.

16 Q. Do you have any sense of what it
17 is about the offerings of the various competitors
18 that they use to compete with each other to
19 attract users?

20 A. Well, my general understanding is
21 that at least one of the key features would be
22 download speed and quality.

23 Q. Anything else?

24 A. That's the principle one that I'm
25 aware of. There are probably other details in

1 terms of storage space and other -- and price and
2 other aspects of their offering.

3 Q. What about their affiliate
4 programs? Are you aware that one download hub
5 may compete with another download hub by offering
6 users a more generous affiliate program?

7 A. I was generally aware that that
8 might be a possible way for them to compete.

9 Q. And what about the variety of
10 content offered on the download hub, are you
11 generally aware that users are attracted to
12 differences of these services, based on their
13 perception as to who has the most and best
14 content?

15 MR. THOMPSON: Objection. Vague.
16 Overbroad.

17 THE WITNESS: I'm not sure I
18 understand that question since my
19 understanding of at least Hotfile is that
20 it's not a searchable site in any way, so
21 it's not something that a particular user
22 would be aware of.

23 Q. How -- in your mind, how do you
24 believe users find content located on Hotfile?

25 A. My understanding is that the user

This page contains a large area of redacted content, represented by numerous black bars of varying lengths and positions. The redaction covers the majority of the page's body text and a bulleted list on the left side. The text is completely obscured by these black bars.

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Q. Let me ask you this:
As an economist, as a matter of
economic principle, if Hotfile is -- operates an
affiliate program that compensates users for

1 uploading files based on how many times those
2 files are downloaded by others, as a matter of
3 basic economics, would you say that Hotfile is
4 inducing users to upload files that are going to
5 be popular with downloaders?

6 MR. THOMPSON: Objection. Vague
7 and ambiguous. Compound and complex, and
8 incomplete hypothetical.

9 THE WITNESS: Well, in the
10 hypothetical situation if that is the
11 incentive structure, that could be one
12 economically logical conclusion.

13 Q. Well, that's what you understand
14 the Hotfile user affiliate program to do, right?

15 MR. THOMPSON: Objection.
16 Compound. Complex.

17 MR. FABRIZIO: I'll address your
18 Counsel's objection.

19 Q. You familiarized yourself with the
20 Hotfile affiliate program that you testified to,
21 correct?

22 A. Yes.

23 Q. And one aspect of that program, as
24 you understand it, is to compensate users for the
25 files they upload, correct?

1 MR. THOMPSON: Objection. Assumes
2 facts.

3 THE WITNESS: That payment to
4 affiliates is part of the affiliate
5 program.

6 Q. Okay. I'm speaking specifically
7 of payment to users who upload files.

8 You understand that to be part of
9 Hotfile's affiliate program, correct?

10 MR. THOMPSON: Objection.
11 Overbroad and vague.

12 THE WITNESS: Generally, yes.

13 Q. And you understand that those
14 uploading users are compensated based on how
15 often the files that they have uploaded are
16 downloaded by others, correct?

17 A. That's my general understanding.

18 Q. As a matter of economic principle,
19 isn't it true that that sort of affiliate program
20 is designed to encourage users to upload files
21 that will be popular with downloaders?

22 MR. THOMPSON: Objection. Asked
23 and answered. Vague and ambiguous, and
24 far beyond the scope of anything in his
25 report.

1 You're trying to prove your
2 affirmative case, and this is about the
3 counterclaim.

4 You can answer the question,
5 Dr. Lynde.

6 THE WITNESS: In a general sense,
7 that would be consistent with that kind
8 of incentive structure.

9 Q. And if copyrighted files were the
10 most popular files with downloaders, would you
11 then agree that Hotfile's affiliate program
12 encourages users to upload copyrighted content?

13 MR. THOMPSON: Objection. Assumes
14 facts far beyond the scope of his
15 report. And incomplete hypothetical.
16 Also calls for speculation, since he
17 hasn't done any work on this.

18 MR. FABRIZIO: Are you done
19 coaching?

20 MR. THOMPSON: Are you done
21 straying on? It's late.

22 I'll try to be reserved.

23 THE WITNESS: I have no basis to
24 form any conclusion about that.

25 (Noise Interruption.)

1 MR. FABRIZIO: Okay. I'm good.

2 Thank you, Dr. Lynde.

3 (Time noted: 5:59 p.m.)

4

5

6

Matthew R. Lynde

7

MATTHEW LYNDE

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10

Subscribed and sworn to before me *See Below*

11

This *30th* day of *January*, 20*12*.

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State of California *San Francisco*
County of *San Francisco*
Subscribed and sworn to (or affirmed) before me
on this *30th* day of *January*, 20*12*
by *Matthew Lynde*
proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.
Signature *Matthew Lynde* (Seal)

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Errata to the Deposition of Matthew R. Lynde
 December 16, 2011
Disney Enterprises, Inc. et al. v. Hotfile Corp., et al.
Hotfile Corp., et al. v. Disney Enterprises, Inc. et al.

Page	Line	Now reads	Should read	Reason
9	13	"didn't"	"don't"	Misspoke
42	14	"affect"	"effect"	Transcribing error
52	9-10	"up loader"	"uploader"	Transcribing error
75	3	"I result"	"results"	Misspoke
84	9	"up loaders"	"uploaders"	Transcribing error
118	14	"prescription"	"subscription"	Misspoke
126	10	"focused in"	"focused on"	Transcribing error
150	4	"I was"	"I"	Misspoke
157	25	"basis is"	"basis"	Transcribing error
162	17	"have"	"have;"	Transcribing error
178	23	"an"	"a"	Transcribing error
179	18	"or"	"where"	Transcribing error
185	15	"MegaDownload"	"Megaupload"	Misspoke
212	22	"over"	"of"	Transcribing error
212	22	"and"	"that"	Transcribing error
213	10	"it's bought and"	"its robot"	Transcribing error
218	1	"variants"	"variance"	Transcribing error
218	22	"is you"	"is that you"	Transcribing error
245	3	"ELLS"	"Yale"	Transcribing error
262	18	"provided"	"have been provided"	Transcribing error
276	19	"Tolav"	"Kolev"	Transcribing error

1/30/12
 Date

Matthew R. Lynde
 Matthew R. Lynde

Mark McQuillen
 Notary Public

State of California San Francisco
 County of San Francisco
 Subscribed and sworn to (or affirmed) before me
 on this 30 day of January, 2012
 by Matthew R. Lynde
 proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.
 Signature *Mark McQuillen* (Seal)



1 C E R T I F I C A T E

2 STATE OF CALIFORNIA)

3)

4 COUNTY OF SAN FRANCISCO)

5 I, LINDA VACCAREZZA, a Certified
6 Shorthand Reporter for the State of
7 California, do hereby certify:

8 That MATTHEW LYNDE, the witness
9 whose deposition is hereinbefore set
10 forth, was duly sworn by me and that such
11 deposition is a true record of the
12 testimony given by such witness.

13 I further certify that I am not
14 related to any of the parties to this
15 action by blood or marriage; and that I
16 am in no way interested in the outcome of
17 this matter.

18 IN WITNESS WHEREOF, I have hereunto
19 set my hand this 29th day of December
20 2011.

21
22 _____
23 LINDA VACCAREZZA, CSR. NO. 10201
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25

Yeh Exhibit 8

HIGHLY CONFIDENTIAL ATTORNEYS EYES ONLY

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

DISNEY ENTERPRISES, INC.,
TWENTIETH CENTURY FOX FILM
CORPORATION, UNIVERSAL CITY
STUDIOS PRODUCTIONS LLLP,
COLUMBIA PICTURES INDUSTRIES,
INC., and WARNER BROS.
ENTERTAINMENT INC.,

Plaintiffs,

vs. No. 11-20427-WILLIAMS-TURNOFF
HOTFILE CORP., ANTON TITOV, and
DOES 1-10,

Defendants.

PORTIONS OF THIS TRANSCRIPT ARE CONFIDENTIAL
DEPOSITION OF YANGBIN WANG
Palo Alto, California
Thursday, December 22, 2011

REPORTED BY:
LYNNE LEDANOIS
CSR No. 6811
Job No. CA128631

PAGES 105 - 113 ARE HIGHLY CONFIDENTIAL ATTORNEYS' EYES ONLY

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

DISNEY ENTERPRISES, INC.,
TWENTIETH CENTURY FOX FILM
CORPORATION, UNIVERSAL CITY
STUDIOS PRODUCTIONS LLLP,
COLUMBIA PICTURES INDUSTRIES,
INC., and WARNER BROS.
ENTERTAINMENT INC.,

Plaintiffs,

vs. No. 11-20427-WILLIAMS-TURNOFF
HOTFILE CORP., ANTON TITOV, and
DOES 1-10,

Defendants.

Deposition of YANGBIN WANG, taken on behalf of
Defendant, at 2475 Hanover Street, Palo Alto,
California, beginning at 9:43 a.m. and ending at 12:21
p.m. on Thursday, December 22, 2011, before LYNNE
LEDANOIS, CSR 6811.

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2

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4

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21 VIDEOGRAPHER:

22

SARNOFF COURT REPORTERS AND LEGAL TECHNOLOGIES

BY: MARTY MAJDOUB

23

24

25

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1 providers Vobile was providing fingerprinting services 11:21:19
2 to around early 2009? 11:21:22
3 A I can't recall the exact numbers, but the large 11:21:26
4 ones, there's only a few. I mean, even as of today, 11:21:29
5 there's only a few large ones. 11:21:34
6 Q But that was a market in which Vobile was 11:21:37
7 offering services in early 2009? 11:21:40
8 A Yes. 11:21:42
9 Q And are you aware of any reason that Vobile 11:21:46
10 might have turned hosting providers away who approached 11:21:48
11 Vobile to purchase its services back in early 2009? 11:21:52
12 A No. 11:21:58
13 Q So if a customer came to you and was willing to 11:22:01
14 pay for your services, you would have provided them? 11:22:03
15 MR. LEIBNITZ: Object to form. 11:22:06
16 THE WITNESS: Definitely. 11:22:08
17 BY MR. PLATZER: 11:22:09
18 Q Now, I know we've distinguished here today 11:22:24
19 between sort of different product lines that Vobile 11:22:26
20 offers, such as vCloud9 and MediaWise. Do you recall 11:22:30
21 that testimony earlier? 11:22:33
22 A Yes. 11:22:34
23 Q And did you testify earlier that it's the same 11:22:35
24 core identification technology that underlies both of 11:22:37
25 them? 11:22:41

HIGHLY CONFIDENTIAL ATTORNEYS EYES ONLY

1 A Yes. 11:22:41

2 Q Is that what you called video DNA? 11:22:42

3 A Yes. 11:22:45

4 Q And video DNA was also being used in Vobile's 11:22:45

5 products that it was offering to hosting providers back 11:22:49

6 in early 2009? 11:22:52

7 A Yes. 11:22:54

8 MR. LEIBNITZ: Object to form. 11:22:55

9 THE WITNESS: Sorry. Yes. 11:22:57

10 BY MR. PLATZER: 11:22:58

11 Q So the particular product lines may have 11:22:59

12 changed over time, but video DNA has been consistently 11:23:00

13 part of Vobile's product offerings over the years? 11:23:05

14 A Yes. 11:23:07

15 Q I apologize if we already went over this in 11:23:14

16 Hotfile's counsel's questioning earlier. 11:23:16

17 But do you recall the first time that Vobile 11:23:22

18 had communications with Hotfile? 11:23:23

19 A I don't. I can't recall for sure. 11:23:26

20 Q Do you know what year it was? 11:23:28

21 A I don't know. It must be before we signed up 11:23:31

22 as a customer. 11:23:35

23 [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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1 Q So forgive me, I'm not an engineer, but it's a 11:47:07
2 two-step process? There is an unarchiving or 11:47:12
3 decompressing component and then there is a 11:47:16
4 fingerprinting component? 11:47:18

5 MR. LEIBNITZ: Object to form. 11:47:20

6 THE WITNESS: Yes, but it's -- integrated 11:47:21
7 together, there's an open efficiency by doing that 11:47:22
8 together. 11:47:26

9 BY MR. PLATZER: 11:47:31

10 Q So instead of trying to extract the 11:47:37
11 fingerprints directly from an archived or compressed 11:47:39
12 file, you are decompressing or unarchiving the file and 11:47:43
13 extracting a fingerprint from the unarchived and/or 11:47:47
14 decompressed copy? 11:47:51

15 MR. LEIBNITZ: Object to form. 11:47:52

16 THE WITNESS: Yes, and that's the process you 11:47:53
17 have to go through from an engineering point of view. 11:47:55

18 BY MR. PLATZER: 11:47:59

19 Q And is the reason you have to go through that 11:48:05
20 process, that video DNA requires media files to be in 11:48:07
21 certain CODEC in order to extract a fingerprint? 11:48:11

22 MR. LEIBNITZ: Object to form. 11:48:14

23 THE WITNESS: It's, you know, just by the 11:48:16
24 nature of this design, DNA is extracting from media 11:48:17
25 files. So you got to, you know, have a media file in 11:48:23

HIGHLY CONFIDENTIAL ATTORNEYS EYES ONLY

1 BY MR. PLATZER: 11:51:30

2 Q To your knowledge, do any of Vobile's customers 11:51:30

3 apply a two-step process rather than using the 11:51:33

4 integrated software provided by vCloud9? 11:51:37

5 MR. LEIBNITZ: Object to form. 11:51:42

6 THE WITNESS: Again, we have no knowledge for 11:51:43

7 sure, because what we see is the API, and what customer 11:51:44

8 does before that, it's not to our knowledge. 11:51:49

9 BY MR. PLATZER: 11:51:52

10 Q But in your understanding of Vobile's 11:51:52

11 technology, there is no technical reason that a customer 11:51:54

12 could not decompress or unarchive a file and then apply 11:52:00

13 video DNA? 11:52:04

14 MR. LEIBNITZ: Object to form. 11:52:06

15 THE WITNESS: True. Agreed. 11:52:07

16 BY MR. PLATZER: 11:52:11

17 Q I would like to direct your attention back to 11:52:12

18 Wang Exhibit 2. That was the press release we discussed 11:52:13

19 earlier. I would like to direct you back to the second 11:52:20

20 paragraph. 11:52:31

21 At the end -- the second paragraph -- sorry, 11:52:34

22 the second sentence of the second paragraph says, On 11:52:38

23 cyberlockers, the vast majority of unauthorized content, 11:52:41

24 such as copyrighted movies or T.V. shows, is saved as 11:52:46

25 compressed files to allow easier downloading; however, 11:52:49

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I, YANGBIN WANG, do hereby declare under penalty of perjury that I have read the foregoing transcript; that I have made any corrections as appear noted, in ink, initialed by me; that my testimony as contained herein, as corrected, is true and correct.

EXECUTED this ____ day of _____,
20__, at _____, _____.
(City) (State)

YANGBIN WANG

HIGHLY CONFIDENTIAL ATTORNEYS EYES ONLY

1 I, the undersigned, a Certified Shorthand
2 Reporter of the State of California, do hereby certify:

3 That the foregoing proceedings were taken
4 before me at the time and place herein set forth; that
5 any witnesses in the foregoing proceedings, prior to
6 testifying, were duly sworn; that a record of the
7 proceedings was made by me using machine shorthand which
8 was thereafter transcribed under my direction; that the
9 foregoing transcript is a true record of the testimony
10 given.

11 Further, that if the foregoing pertains to the
12 original transcript of a deposition in a Federal Case,
13 before completion of the proceedings, review of the
14 transcript [] was [] was not requested.

15 I further certify I am neither financially
16 interested in the action nor a relative or employee of
17 any attorney or party to this action.

18 IN WITNESS WHEREOF, I have this date subscribed
19 my name.

20
21 Dated: January 12, 2012

22
23 _____
24 LYNNE MARIE LEDANOIS

25 CSR No. 6811

Yeh Exhibit 9

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 11-20427-JORDAN

DISNEY ENTERPRISES, INC.,
TWENTIETH CENTURY FOX FILM CORPORATION,
UNIVERSAL CITY STUDIOS PRODUCTIONS LLLP,
COLUMBIA PICTURES INDUSTRIES, INC., and
WARNER BROS. ENTERTAINMENT INC.,

Plaintiffs,

v.

HOTFILE CORP., ANTON TITOV, and
DOES 1-10.

Defendants.

**DECLARATION OF ANTON TITOV IN SUPPORT OF DEFENDANTS' OPPOSITION
TO PLAINTIFFS' EMERGENCY MOTION FOR ORDER PRESERVING EVIDENCE**

I, ANTON TITOV, declare as follows:

1. I am appearing in this case specially and I reserve my rights at this point to object to personal jurisdiction. I offer this Declaration in support of the opposition that Hotfile and I are filing to Plaintiffs' "Emergency Motion for Order Prohibiting Spoliation and Preserving Evidence." This declaration is based on personal knowledge unless indicated otherwise and all statements contained in this declaration are true and correct. If called as a witness, I could and would testify to the facts set forth in this declaration.

2. I am a founder, minority shareholder, and technologist at Hotfile – as well as the former CEO of Bulgaria's leading web-hosting company. I am a Russian citizen who has

resided in Bulgaria for the past two decades. My wife, son, mother, and brother also live in Bulgaria, where I pay taxes, possess bank accounts, and own a home and a car.

3. I am the Founder and President of Lemuria Communications, Inc. ("Lemuria") which provides web hosting capabilities for Hotfile. I incorporated Lemuria in the United States after Hotfile learned that a Panamanian corporation could not obtain Internet Protocol addresses from the Latin American and Caribbean Internet Addresses Registry (LACNIC) for servers located outside of Latin America. By serendipity, the first agent I reached for purposes of incorporating a U.S. business happened to be located in Florida. I had never visited the United States prior to October 2009, when I visited Florida to incorporate and setup Lemuria's business.

4. Although I spent the summer of 2010 in Miami Beach, I am not a permanent resident of the United States. To provide me with this Complaint, Plaintiffs had a process server come to my hotel while I was vacationing in Las Vegas, Nevada. I am not a permanent resident of Nevada either.

Background on Hotfile

5. Hotfile is an online file storage and sharing service for enterprises and individuals. Using Hotfile's website, people can upload voluminous files onto the 700+ available servers in Dallas, obtain a web link (or "URL") pertaining to those files, share that link with employees or invited members of the public, and in this way permit people to access files remotely from any internet-enabled location. With periodic maintenance fees, those files can remain securely stored indefinitely, thereby providing backup file storage capacity to companies. Also, open source software developers can store and share lengthy program files with online communities. Bloggers can share photos, video footage, or other files. Independent musicians,

photographers and film-makers can promote their albums and images and movies directly to fans and members of the public without relying upon studios for distribution or promotion.

6. As a hosting service, it is not Hotfile's role to access the contents of stored files. Hotfile does not generally access the information stored by users on its servers because, among other things, the quantity of data stored would make it impracticable and it would compromise users' privacy expectations. Hotfile employs fingerprinting as set forth below and takes down material in response to DMCA requests.

7. Hotfile derives revenue from "premium" subscriptions, whereby users pay up to \$9 per month for faster downloads and other benefits.

8. Founded in 2008, Hotfile is a Panamanian corporation with its principal place of business in Sofia, Bulgaria. Hotfile was founded to compete with the services provided by Google[®] Docs, Windows[®] Live SkyDrive, RapidShare[®], DepositFiles[®], MegaUpload[®], and MediaFire[®]. Hotfile wholly owns Hotfile Ltd., a Bulgarian limited liability company, which supports Hotfile's website operations.

The Safe Harbor Provisions Of The DMCA

9. Hotfile is an online service provider with a designated agent at the copyright office and a posted repeat infringer policy. Attached hereto as Exhibit 1 is a true and correct copy of Hotfile's DMCA designated agent filing with the Copyright Office. Hotfile typically responds in under 24 hours of receiving a DMCA takedown notice.

10. Hotfile uses MD5/SHA1 digital fingerprinting technology, in cooperation with copyright owners, to detect and block copyrighted works from appearing on its website.

11. To take advantage of Hotfile's MD5/SHA1 filtering technology, a verified copyright owner can open a "special rightsholder account" with Hotfile. Hotfile has created special rightsholder accounts for any verified copyright owner that has requested one in the past.

Plaintiff Warner Brothers has created such an account. So has DtecNet, a third-party contractor who sends takedown notices on behalf of companies including some other plaintiffs. Microsoft is another example of a holder of a special rightsholder account owner.

12. Such special rightsholder account owners can enter identifying data for a protected work into Hotfile's filtering system. This is done by entering any Hotfile-generated URL for the work in question. Attached hereto as Exhibit 2 is a true and correct copy of the portal that allows such rightsholders to enter URLs for fingerprinting. After a file's URL has been entered into the system, Hotfile's filtering technology identifies a digital fingerprint for that file. That file is immediately suspended, meaning that it can no longer be downloaded. The file is also immediately blocked, and cannot be uploaded again by the same user or other users, even under a different name. Due to the limitations of filtering technology, it may be possible for users to subsequently upload an altered version of the file. If that occurs, the copyright owner can block the altered file by entering the new URL into the filtering system, which will immediately delete and block the altered file.

13. Hotfile has had an abuse policy to combat infringement since its outset and maintains a policy of terminating the accounts of repeat copyright infringers in compliance with the DMCA. Hotfile terminates the accounts of users who have repeatedly uploaded files that are or are asserted to be protected by copyright.

14. Hotfile recently decided to be even more aggressive against repeat infringers and beginning on or around February 18, 2011 further tightened its policies.

Hotfile's Preservation Of All Potentially-Relevant Evidence

15. Hotfile maintains and preserves a broad spectrum of data, even when not in active litigation. It has acted to preserve more data in response to litigation obligations. Hotfile is

currently preserving the following electronic information, corresponding to the areas discussed in Plaintiffs' motion.

16. "Content Files": Hotfile is preserving all content files on its systems, even those that are inactive, are the subject of a DMCA takedown notice, or are being deleted by users.¹ Instead of being "deleted," files are actually being "suspended," i.e. disabled from being publicly accessible. Hotfile took on the expense of this preservation effort itself, because Plaintiffs refused to share in the cost.

17. "Content Reference Data, User Data and Activity Data": This category is vague.

- a. *Content Reference Data*. Hotfile is preserving content file metadata and databases of the content files on its systems. Some fields in the database, such as download counts, are changing but essential information is being maintained.
- b. *User data*. Hotfile maintains identifying information on its users in a database, including a list of content files a user has uploaded. Hotfile is logging events of significance, such as when a user performs a task such as changing his or her password. Hotfile is maintaining records of payments to users for downloads of their uploaded content, as Plaintiffs requested. Plaintiffs can obtain some of this information from third-parties such as PayPal as well.²

¹ These files are stored across approximately 700 servers that have RAID backup capability.

² Plaintiffs' suggestion that the account suspensions starting on around February 18, 2011 somehow mean that user information was deleted is false. All of that user information is still available.

c. *Activity Data.* In addition to IP addresses for uploaders, which Hotfile has recorded and preserved almost since its inception, soon after this case was filed, Hotfile started affirmatively logging each download of a content file, including a time stamp, user IP address, number of bytes, number of seconds for the transfer, whether the user is premium or not, TCP quality information, the IP address serving the file, user id of the downloader (if not anonymous), and upload id. The IP addresses for users should give Plaintiffs the ability to look up, using public databases, the countries of origin for Hotfile's users. To the extent Hotfile outsources any user tracking data functions to third parties, such as Google Analytics, Hotfile is not deleting any of that user activity data in its possession. There is some "activity data" that Hotfile does not maintain, such as IP addresses of users who may click on the Hotfile "Frequently Asked Questions" page.

18. "Communications Regarding the Hotfile Service Including Records of Communications With Users and Website Operations Via Any of Defendants' Email Systems Or Addresses": Hotfile is preserving Hotfile-related emails for its principals and employees. Hotfile does not record phone calls with its customer service employees, so there is nothing of that nature to be preserved.

19. "Business And Marketing Plans Related To Defendants' Hotfile-related Businesses": Hotfile agrees to preserve business and marketing plans without representing that any such plans exist.

20. “Internal Communications Between And Among Defendants And Their Employees Regarding Defendants’ Hotfile-Related Businesses”: Hotfile is preserving all emails regarding the Hotfile business exchanged among its principals and employees.

The Declaration of Dr. Ian Foster

21. I have reviewed Dr. Foster’s Declaration. I believe his declaration is vague and incorrect on a number of points.

22. Dr. Foster states that, “The effective functioning of Hotfile as a content dissemination site requires that it be possible, by examining these files, to determine the content embodied therein (for example, if a Content File represented a particular motion picture, that fact could be determined by examining the file itself).” Hotfile cannot examine files that are encrypted or password protected archives. Similarly, Dr. Foster is vague as to whether by “examine” he is referring to manual review, or review by technical means such as content filtering/fingerprinting. Any of these methodologies poses a variety of challenges.

23. Dr. Foster suggests that Hotfile must maintain, for each Content File, “the link associated with that file.” In reality, while the link itself is not kept in the database, it can be readily constructed from the data that is there.

24. Dr. Foster suggests that Hotfile must maintain for each Content File, “The number of times the file has been downloaded.” Hotfile generally counts completed downloads, which means that if a user decides to abort the download process in the middle, Hotfile will not count this download. Hotfile also takes measures to prevent inflation of download numbers.

25. Dr. Foster suggests that Hotfile must use certain information regarding each request to download a Content File, including country. Country, with some level of accuracy, can be derived from IP address. In normal operation, Hotfile derives the country of the user that

downloaded the file to determine if the download is qualifying for affiliate payment or not, but does not record the country in the database. Hotfile is keeping IP address for downloads for this litigation.

26. Dr. Foster states that Hotfile must maintain “[b]asic account information.” This is vague because it fails to define what fields are expected.

27. Dr. Foster is incorrect that Hotfile must maintain “[w]hich Content Files the user has downloaded (if the user is a premium user),” in its normal business. However, as part of the litigation hold, such download information is being logged.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 27th day of February 2011, at Sofia, Bulgaria.

Anton Titov



Yeh Exhibit 10

REDACTED

Yeh Exhibit 11

REDACTED

Yeh Exhibit 12

REDACTED

Yeh Exhibit 13

REDACTED

Yeh Exhibit 14

REDACTED

Yeh Exhibit 15

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 11-20427-JORDAN

DISNEY ENTERPRISES, INC.,
TWENTIETH CENTURY FOX FILM CORPORATION,
UNIVERSAL CITY STUDIOS PRODUCTIONS LLLP,
COLUMBIA PICTURES INDUSTRIES, INC., and
WARNER BROS. ENTERTAINMENT INC.,

Plaintiffs,

v.

HOTFILE CORP., ANTON TITOV, and
DOES 1-10.

Defendants.

**DECLARATION OF DUANE C. POZZA IN SUPPORT OF
PLAINTIFFS' MOTION TO COMPEL RESPONSES TO SUBPOENA TO
THIRD PARTY LEMURIA COMMUNICATIONS, INC.**

I, Duane C. Pozza, hereby declare as follows:

1. I am a partner at the law firm of Jenner & Block LLP, and counsel to the plaintiffs Disney Enterprises, Inc., Twentieth Century Fox Film Corporation, Universal City Studios Productions LLLP, Columbia Pictures Industries, Inc., and Warner Bros. Entertainment Inc. ("plaintiffs"). I submit this declaration in support of Plaintiffs' Motion to Compel Responses to Subpoena to Third Party Lemuria Communications, Inc ("Lemuria"). The statements made in this declaration are based on my personal knowledge including on information provided to me by colleagues or other personnel working under my supervision on this case. If called to testify as a witness, I would testify as follows:

2. The parties have met and conferred extensively regarding plaintiffs' subpoena to Lemuria. Plaintiffs served the subpoena to Lemuria on April 4, 2011, and Lemuria served its objections on April 18, 2011. Counsel for plaintiffs and Lemuria met and conferred on May 9, 2011 and June 13 and 20, 2011. During those meet and confer discussions, Lemuria's counsel has made clear that Lemuria will not produce all of the requested documents and information responsive to the following requests: Request Nos. 1(a), (b), and (d), 2(d) and (e), 4, 9, and 11. For each of those requests, other than 2(e), described below, Lemuria is standing on the objections and limitations on production indicated in its responses. Counsel for plaintiffs and Lemuria have conferred as to these requests and made a good faith effort to resolve the issues between the parties, but have been unable to reach a resolution. Relevant portions of the meet and confer discussion on particular requests are described below.

3. Regarding Request Nos. 1(a), (b), (d), and 2(d) seeking documents concerning Lemuria's relationship with Hotfile, Lemuria has restricted its production to documents pertaining to "the provision of hosting services to Hotfile." During the meet and confer process, in an attempt to address Lemuria's relevance objection to producing the requested data, plaintiff's counsel sought clarification as to whether Lemuria provided any other services to Hotfile to determine whether there might be other services provided that may be excluded from the request. Lemuria's counsel would not identify any other specific services that Lemuria provided to Hotfile.

4. During the meet and confer process, plaintiffs and Lemuria also discussed Request No. 2(e) seeking documents pertaining to any financial arrangements between Lemuria and any Hotfile Entity. Although Lemuria's written responses indicated that it was producing "all nonprivileged documents in its possession, custody, or control located after a reasonable

search relating to Lemuria's provision of hosting services to Hotfile," Lemuria's counsel further limited its response during the meet and confer process to the documents to be produced in response to Request No. 11, which include documents sufficient to show income from defendant Hotfile Corp. to Lemuria related to the provision of hosting services. Further, in our meet and confer discussions, counsel for Lemuria has indicated that Lemuria's production in response to Request No. 9 would be limited to Board records related to Lemuria's provision of hosting services to Hotfile.

5. Attached hereto as Exhibit A is a true and correct copy of the Declaration of Anton Titov in Support of Lemuria Communications Inc.'s Motion to Dismiss filed by Lemuria Communications Inc. on December 20, 2010 in *Perfect 10, Inc. v. Hotfile Corp. et al.*, No. 3:10-cv-02031-MMA-POR (S.D. Cal.).

6. Attached hereto as Exhibit B is a true and correct copy of the Articles of Incorporation of Lemuria Communications Inc. filed with the Florida Department of State on October 15, 2009, and publicly available on and printed from the Florida Department of State website.

7. Attached hereto as Exhibit C is a true and correct copy of Articles of Amendment to the Articles of Incorporation of Lemuria Communications Inc., signed by Anton Titov as "President" of Lemuria Communications Inc., filed with the Florida Department of State on September 3, 2010, and publicly available on and printed from the Florida Department of State website.

8. Attached hereto as Exhibit D is a true and correct copy of an email message sent by Constantin Luchian, on behalf of Lemuria Communications Inc., to the Florida Department of State on October 20, 2009, and publicly available on and printed from the Florida Department of

State website, requesting that the principal place of business address and mailing address for Lemuria to be changed to 401 E. Las Olas Blvd., Suite 130-508, Fort Lauderdale, FL 33301. The UPS Store website, <http://www.theupsstorelocal.com/4356/>, indicates that UPS Store #4356 is located at 401 E. Las Olas Blvd., Suite 130, Fort Lauderdale, FL 33301. Persons under my supervision telephoned UPS Store #4356 and spoke with a UPS employee who confirmed that no other businesses are located at that address and suite number, and that the store provides customers with rented mailboxes at that address and suite number. Persons under my supervision also performed a general Internet search for Lemuria Communications Inc., which turned up no apparent website for Lemuria.

9. Attached hereto as Exhibit E is a redacted copy of the Paypal business account information for Lemuria Communications, Inc. produced by Paypal, Inc. ("Paypal"). This document has been designated as "Confidential" according to the terms of the Protective Order entered in this case. Plaintiffs have met and conferred with Lemuria regarding redactions to this exhibit, and have redacted certain information at the request of Lemuria. An unredacted version of this exhibit has been filed under seal at Docket #79.

10. Attached hereto as Exhibit F is a redacted copy of Lemuria's withdrawal information from Lemuria's Paypal account produced by Paypal. This document has been designated as "Confidential" according to the terms of the Protective Order entered in this case. Plaintiffs have met and conferred with Lemuria regarding redactions to this exhibit, and have redacted certain information at the request of Lemuria.

11. Attached hereto as Exhibit G is a true and correct copy of an excerpted portion of the court-issued subpoena, in the matter of *In re: Corbin Fisher: The identification of John Does 1-500 Pursuant to the Digital Millennium Copyright Act of 1998*, No. 09-MC-61349, issued by

the U.S. District Court for the Southern District of Florida on August 28, 2009 and directed at Webazilla, LLC, the former Internet Service Provider for Hotfile.

12. Attached hereto as Exhibits H and I are redacted copies of email communications produced by third party Constantin Luchian at bates numbers LUCHIAN 0526-27 and 0424-28. These documents have been designated as “Confidential” according to the terms of the Protective Order entered in this case. Plaintiffs have met and conferred with Lemuria regarding redactions to this exhibit, and have redacted certain information at the request of Lemuria.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on August 3, 2011, at Washington, D.C.



Duane C. Pozza

Yeh Exhibit 16

REDACTED

Yeh Exhibit 17

REDACTED

Yeh Exhibit 18

REDACTED

Yeh Exhibit 19

REDACTED

Yeh Exhibit 20

REDACTED

Yeh Exhibit 21

REDACTED

Yeh Exhibit 22

File hosting affiliate program presentation

Printable View

Show 40 post(s) from this thread on one page

▼ Page 2 of 5 ◀◀ First ◀ 1 2 3 4 ... ▶ Last ▶▶

cobacoba159

Apr 17th 2009, 6:23 am

Quote:

*Originally Posted by **campolar** [View Post](#)**You are paid for international downloads, downloads from all countries are counted. Hope that answers the question.*

but i see this in their rules and condition :

Quote:

Downloads are counted only if done from the following countries: United States, Canada, Norway, Finland, Sweden, United Kingdom, Germany, Latvia, Estonia, France, Spain, Portugal, Italy, Austria, Switzerland, Hungary, Czech Republic, Netherlands, Belgium, Greece, Denmark, Ireland, Poland, Slovakia, Slovenia, Lithuania, Bulgaria, Romania, Australia, Russia, Belarus, Ukraine and Liechtenstein.

which one is right? it's not so interesting if they only count downloads from those country

ghost260

Apr 17th 2009, 10:08 am

well I have tried everything to upload remotely from rapidshare to hotfile. I have a rapidshare premium account. It does not work. they have to fix this problem.

Briareos1

Apr 17th 2009, 12:35 pm

More importantly you should buy new servers, speed for free users is awful. Less speed -> less points -> less money.

campolar

Apr 17th 2009, 2:47 pm

Quote:

*Originally Posted by **cobacoba159** [View Post](#)**but i see this in their rules and condition :*

which one is right? it's not so interesting if they only count downloads from those country

The one in the TOS will be correct then :).

Quote:

Originally Posted by **ghost260** [View Post](#)

well I have tried everything to upload remotely from rapidshare to hotfile. I have a rapidshare premium account. It does not work. they have to fix this problem.

Hmmm...I'll have to look into that :)

Quote:

Originally Posted by **Briareos1** [View Post](#)

More importantly you should buy new servers, speed for free users is awful. Less speed -> less points -> less money.

Speed is not cloaked in anyway, There's something up from your side. I had the same problem, didn't happen when i used a different computer.

Briareos1

Apr 17th 2009, 5:24 pm

Looks like the speed varies with daytime. This afternoon 30kb, now 90kb. What we really need is a proper linkexport, clicking all the checkboxes is stupid :(.

campolar

Apr 18th 2009, 4:01 am

Quote:

Originally Posted by **Briareos1** [View Post](#)

Looks like the speed varies with daytime. This afternoon 30kb, now 90kb. What we really need is a proper linkexport, clicking all the checkboxes is stupid :(.

You can use the "Copy" link written on the right of the link. That can help.

tommyas123

Apr 18th 2009, 7:34 am

I have method allowing remote upload from RS to hotfile
You need to have premium RS account

PM me

campolar

Apr 19th 2009, 4:36 am

Well i believe there's no secret in that, so why PM you...The method mentioned by the HotFile team is supposed to work properly....

sure36

Apr 19th 2009, 4:52 am

i fetched 12 files from rapidshare but after am getting error, Notice: Undefined variable: lang in /hotfile /www/root/remotupload.php on line 79.
pls help me soon...id is : sam36666

campolar

Apr 19th 2009, 4:52 pm

Check your account for the files, if they are there, ignore the problem. But we will hav it looked over :)

ButcherBoy

Apr 20th 2009, 1:04 pm

Hello!
I forwarded this to our admin and it will be fixed tomorrow.
My guess is that this is related with multilanguage versions we make now.

Quote:

*Originally Posted by **sure36** [View Post](#)*

*i fetched 12 files from rapidshare but after am getting error, Notice: Undefined variable: lang in /hotfile/www/root/remoteupload.php on line 79.
pls help me soon...id is : sam36666*

ghost260

Apr 23rd 2009, 6:01 am

I cannot upload remotely from Netload for the last 3 days. I have a premium account in netload. when i try to remote upload from netload it says : Unable to connect to netload.in please fix this issue. and also have never been able to remote upload from rapidshare also. my id is my user name. thanks.

campolar

Apr 23rd 2009, 4:06 pm

I dont believe there is a way to use a netload.in premium account for direct downloads. Try using the same syntax as of rapidshare and that MIGHT work, there is no guarantee tho.

krazymind

Apr 23rd 2009, 7:38 pm

I have tried all above suggestion for Remote Upload from RS to Hotfile,
but always, give me error.

"Download Failed"

shareminator

Apr 24th 2009, 6:18 am

Remote upload was removed, forever?

krazymind

Apr 24th 2009, 8:47 am

Oh, Same.

Where is Remote Upload ?????

campolar

Apr 24th 2009, 12:28 pm

Quote:

Originally Posted by **HotFile.com**

Remote upload is temporarily unavailable for new uploaders.

No its not removed forever, read the above quote...

upload69

Apr 24th 2009, 12:53 pm

Quote:

Originally Posted by **campolar** [View Post](#)

No its not removed forever, read the above quote...

I'm old uploader but can not see it:confused:

campolar

Apr 24th 2009, 3:46 pm

Well, it is disabled to all uploaders. I THINK premium users are still allowed, but that only my guess.

nihangshah

Apr 24th 2009, 4:14 pm

I get this error, when choosing to view stats by file.

Code:

```
Warning: max() [function.max]: Array must contain at least one element in /hotfile/www/inc/misc.inc.php on line 334
```

campolar

Apr 24th 2009, 7:14 pm

nihandshah, There is no problem at the site for me. I can see my files and stats without any problem. Try refreshing...

rekkle

May 2nd 2009, 4:32 am

Thanks for Polish language version

campolar

May 2nd 2009, 6:59 am

HotFile.com will surey bring more multi-language options, more languages to come ;)

enhu

May 2nd 2009, 9:03 am

does hotfile allow porn file?

campolar

May 4th 2009, 3:54 am

Yes, porn and warez are allowed. They will stay on the server until they are reported. If any of you files are reported by a real representative (see <http://hotfile.com/reportabuse.html>), then the file will be deleted, but your account credit will not be removed, and you will not be suspended from hotfile.com

rekkle

May 4th 2009, 3:56 am

As I know they do allow porn.
Edit:
@up was faster :)

http://laptopy.tychy.pl/hu/smile_u.jpg

Radz

May 4th 2009, 10:33 am

I joined and spread few files... if it goes well i will continue uploading on HotFile.

campolar

May 4th 2009, 12:52 pm

Surely you will be pleased with hotfile.com's service :)

Renegadez

May 4th 2009, 5:45 pm

How do sites like these make any money? Just curious.

nihangshah

May 4th 2009, 5:57 pm

How long do files remain on HotFile.com if nobody downloads it?

Choppaholik

May 4th 2009, 9:02 pm

Anyone have been paid today??
Im still waiting for my payment.

ButcherBoy

May 13th 2009, 2:08 pm

Hello!
We answered your question already in our FAQ section :)
<http://hotfile.com/faq.html>

It's always good to take a look first in FAQ :)

About payment - since the begining we don't miss any payment - every monday we sent thousands of dollars to our webmasters and uploaders.

Quote:

*Originally Posted by **nihangshah** View Post*

How long do files remain on HotFile.com if nobody downloads it?

rekkle

May 18th 2009, 10:20 am

Today is payout day :D .

Images from polish users:

<http://www.uploadking.de/out.php/i17...eenShot001.jpg>

PayPal screen:

<http://i42.tinypic.com/lweon.png>

mihirp

May 18th 2009, 12:31 pm

which type of files u need to download? its depend upon it

enuh

May 18th 2009, 3:35 pm

i just tried it and my fellows can't download my files, is hotfile available to everywhere? i mean all country?

campolar

May 18th 2009, 5:19 pm

Yes, people from all countries can download, but you are not credited for all countries...

enuh

May 18th 2009, 10:14 pm

Quote:

*Originally Posted by **campolar** View Post*

Yes, people from all countries can download, but you are not credited for all countries...

what do you mean when you say "not credited for all countries"? dyou mean, theyll download without value and that i don't earn with it?

can anyone show me the list of the countries? :D

SarMa

May 18th 2009, 11:27 pm

I have a little suggestion. :)

Would be great, if there would added a file descripton function, because then you have many files like: 482728ds.rar sometimes it's problematic.

Thanks.

P.S. You are the best, just after working one week I received my first payout :)

enuh

May 19th 2009, 12:56 am

ules & Conditions

* 1. Downloads are counted only if done from the following countries: United States, Canada, Norway, Finland,

Sweden, United Kingdom, Germany, Latvia, Estonia, France, Spain, Portugal, Italy, Austria, Switzerland, Hungary, Czech Republic, Netherlands, Belgium, Greece, Denmark, Ireland, Poland, Slovakia, Slovenia, Lithuania, Bulgaria, Romania, Australia, Russia, Belarus, Ukraine, Liechtenstein, Kuwait, Qatar, United Arab Emirates, Saudi Arabia and Bahrain.

* 2. We pay you 20% from the money earned from affiliates who you referred to the HotFile.com

where can i get the traffic from these countries? any tips?

campolar

May 19th 2009, 11:04 am

Quote:

Originally Posted by **SarMa** [View Post](#)

I have a little suggestion. :)

Would be great, if there would added a file descripton function, because then you have many files like: 482728ds.rar sometimes it's problematic.

Thanks.

P.S. You are the best, just after working one week I received my first payout :)

Thanks for the suggestion, as for now you can have proper file names, or you can make a folder with a specific short description and move the file into that.

Quote:

Originally Posted by **enhu** [View Post](#)

ules & Conditions

** 1. Downloads are counted only if done from the following countries: United States, Canada, Norway, Finland, Sweden, United Kingdom, Germany, Latvia, Estonia, France, Spain, Portugal, Italy, Austria, Switzerland, Hungary, Czech Republic, Netherlands, Belgium, Greece, Denmark, Ireland, Poland, Slovakia, Slovenia, Lithuania, Bulgaria, Romania, Australia, Russia, Belarus, Ukraine, Liechtenstein, Kuwait, Qatar, United Arab Emirates, Saudi Arabia and Bahrain.*

** 2. We pay you 20% from the money earned from affiliates who you referred to the HotFile.com*

where can i get the traffic from these countries? any tips?

When you put your links for downloads, people who are from those countries get you credit. You can post your links on several websites for global traffic :)

Yeh Exhibit 23

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 11-20427-JORDAN

DISNEY ENTERPRISES, INC.,
TWENTIETH CENTURY FOX FILM CORPORATION,
UNIVERSAL CITY STUDIOS PRODUCTIONS LLLP,
COLUMBIA PICTURES INDUSTRIES, INC., and
WARNER BROS. ENTERTAINMENT INC.,

Plaintiffs,

v.

HOTFILE CORP., ANTON TITOV, and
DOES 1-10.

Defendants.

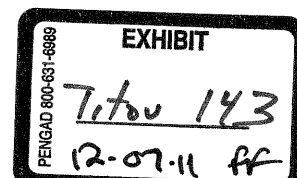
DEFENDANTS' AMENDED SUPPLEMENTAL RESPONSE TO PLAINTIFFS'
INTERROGATORY NO. 2

PROPOUNDING PARTY: Plaintiffs Disney Enterprises, Inc., Twentieth Century Fox
Film Corporation, Universal City Studios Productions
LLLP, Columbia Pictures Industries, Inc., and Warner
Bros. Entertainment

RESPONDING PARTIES: Defendants Hotfile Corporation and Anton Titov
(collectively "Hotfile")¹

SET NO.: One (1)

¹ The Defendants reserve their respective rights to assert all appropriate separate defenses. In particular, Mr. Titov has moved to dismiss all claims against him individually and specifically denies that he has the ability to supervise any alleged infringing activity or has a financial interest in such activity. See Motion and Memorandum Etc., filed 3/31/11, Dkt. 50 at 17. Mr. Titov is included in the shorthand term "Hotfile" along with Hotfile Corp. solely as a convenience and in light of the Parties agreement "that discovery requests served by one side on the opposing side will be equally applicable to all parties on the other side." Joint Scheduling Conference Report, filed 4/15/11, Dkt. 54 at 16. Nothing in these responses is an admission by Anton Titov or Hotfile Corp. of any particular relationship between them or any other fact.



GENERAL OBJECTIONS

1. Hotfile has not completed its investigation of facts, witnesses or documents relating to this case, has not completed discovery, has not completed analysis of available information, and has not completed preparation for trial. Hotfile reserves the right to supplement its response to each and every interrogatory (or part thereof) without obligating itself to do so, and reserves the right to introduce and rely upon such information in the course of this litigation.

2. All of the responses set forth below are based solely on such information and documents that are available to and specifically known to Hotfile at this time. It is anticipated that further discovery, independent investigation, and analysis may lead to substantial additions or changes in, and variations from the responses set forth herein.

3. Hotfile objects to each interrogatory to the extent that it is vague, ambiguous, overbroad, and requires an unduly burdensome search for and production of, documents or information neither relevant to the subject matter involved in the pending action nor reasonably calculated to lead to the discovery of admissible evidence, and which will result in unnecessary burden and undue expense to Hotfile.

4. Hotfile objects each interrogatory to the extent that it seeks disclosure of information or documents protected from disclosure or production by the attorney-client privilege, the attorney work-product doctrine, or any other privilege available under statutory, constitutional or common law. Inadvertent production of any such information or documents shall not constitute waiver of any privilege or any other ground for objecting to discovery with respect to such information or documents, nor shall inadvertent production waive Hotfile's right to object to the use of any such information or documents in any proceedings.

5. Hotfile objects to each interrogatory to the extent that it seeks electronically stored information that is not reasonably accessible to Hotfile because of undue burden or cost.

6. Hotfile objects to each interrogatory to the extent that it calls for disclosure of private, proprietary, and confidential information. Hotfile will not produce private, proprietary, and/or confidential information or documents unless and until a Protective Order is issued in this

litigation. Hotfile reserves its right to object to disclosure of any private, proprietary, and confidential information in light of the terms of the Protective Order in this litigation or based on any state, federal, or international standards or laws governing privacy.

7. Hotfile objects to each interrogatory to the extent it seeks proprietary information of third parties which Hotfile is not authorized to disclose. Hotfile will not produce private, proprietary, and/or confidential information or documents unless and until a Protective Order is issued in this litigation. Hotfile further reserves the right to object to the disclosure of any information protected by any state, federal, or international standards or laws governing privacy.

8. Hotfile objects to the Definition of “Hotfile users” as vague, ambiguous, and overbroad. As currently defined, that term purportedly refers to every internet user who has ever accessed the Hotfile.com website for any purpose, irrespective of whether a given individual has actually downloaded files from or uploaded files to Hotfile.com. To the extent that Plaintiffs’ interrogatories seek information regarding or related to all such internet users, such interrogatories are unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

9. Hotfile objects to the Definition of “You” as overbroad. As currently defined, that term would include any entity, business venture, or organization subject to any Defendant’s control (assuming any such entity, business venture or organization exists), irrespective of whether such entity has any relation or relevance to the present dispute. To the extent that Plaintiffs’ interrogatories seek information regarding or related to irrelevant entities, such interrogatories are unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

10. Hotfile objects to the Definition of “Hotfile entity” as overbroad. As currently defined, that term would include any entity, business venture, or organization subject to any Defendant’s control (assuming any such entity, business venture or organization exists), irrespective of whether such entity has any relation or relevance to the present dispute. To the extent that Plaintiffs’ interrogatories seek information regarding or related to all such entities,

such requests are unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence.

11. Hotfile objects to the providing of information about activities outside the United States as overbroad and unduly burdensome. “Federal copyright law has no extraterritorial effect, and cannot be invoked to secure relief for acts of infringement occurring outside the United States.” *Palmer v. Braun*, 376 F.3d 1254, 1258 (11th Cir. 2004). Hotfile objects to all interrogatories that seek information related to conduct occurring outside the United States.

12. Hotfile objects to each interrogatory to the extent it imposes on Hotfile obligations that exceed or are inconsistent with the obligations imposed by the Federal Rules of Civil Procedure.

13. Hotfile objects to each interrogatory to the extent it imposes on Hotfile obligations that are inconsistent with United States or foreign privacy laws.

14. All responses to these interrogatories are made without in any way waiving or intending to waive, but on the contrary preserving and intending to preserve:

a. all objections as to the competence, relevance, and admissibility of any documents or information produced in response to these interrogatories as evidence for any purpose in subsequent proceedings or at the trial of this or any other action, arbitration, proceeding or investigation;

b. the right to object on any ground at any time to the use of any of the documents or information provided in response to these interrogatories, or the subject matter thereof, in any subsequent proceedings or at any trial(s) of this action, or any other action, arbitration, proceeding or investigation; and

c. the right to object on any ground at any time to a demand for further responses to these interrogatories or any other requests, or to other discovery proceedings involving or relating to the subject matter of these interrogatories.

15. The general objections stated herein are incorporated by reference into each response herein, as if fully set forth below. While Hotfile has responded to this interrogatory for

production, it does so without waiving any right to object to any further inquiry or any effort to compel responses beyond those provided herein. Any response provided herein is subject to, and limited by, all general and specific objections stated herein.

RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 2:

Identify each individual or entity that you contend has ever acted as a DMCA agent for the Hotfile Website or any Hotfile Entity; including:

- a) The date you contend the person commenced (and, if applicable, concluded) acting as a DMCA agent for the Hotfile Website or any Hotfile Entity;
- b) The date on which a designation of the person's status as DMCA agent was filed with the copyright office; and
- c) The date on which the person's status as DMCA agent was first listed on the Hotfile Website.

AMENDED SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2:

Hotfile has conducted further investigation in response to this interrogatory and discovered additional responsive information. Hotfile has reviewed the available Archive.org screen captures of hotfile.com to reconstruct to the best of its present ability the requested historical information about the listing of DMCA agents on the website.

Hotfile hereby supplements and amends its previous original and supplemental responses. This response supersedes and replaces Hotfile's previous responses to this Interrogatory No. 2.

Hotfile incorporates by reference its general objections to this interrogatory. Hotfile further objects to this interrogatory as overbroad and unduly burdensome to the extent that it seeks information pertaining to any "Hotfile Entity" as that term is defined in the Definitions and Instructions. As currently defined, that term would include any entity, business venture, or organization subject to any Defendant's control (assuming any such entity, business venture or organization exists), irrespective of whether such entity has any relation or relevance to the present dispute.

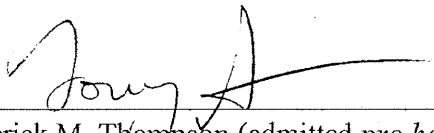
Subject to those general and specific objections, Hotfile responds as follows:

The hotfile.com website has had in a location available to the public an effective method to receive and process notices of claimed infringement and/or requests to takedown files since its launch in February 2009. For example, a screen shot of the terms of service as it appeared on February 23, 2009 as shown on the Archive.org website screen capture attached as Exhibit A shows a link at the bottom of the page to “Report Abuse” to initiate Hotfile.com’s notice and takedown procedure. Any message received from the “Report Abuse” link was forwarded for handling to an individual acting on behalf of Hotfile. Such individuals included Andrei Ianokov. The identity of other such individuals, if any, may be derived from the contents of the “abuse@hotfile.com” mailbox; Plaintiffs are directed to those documents to be produced pursuant to Federal Rule of Civil Procedure 33(d).

By sometime in March or April 2009, Hotfile.com had posted on its website a written description of this already-implemented notice and takedown procedure, specifically citing DMCA requirements. For example, an Archive.org screen capture on April 24, 2009 (attached as Exhibit B) stated in part that “Hotfile.com will follow the procedures provided in the DCMA [sic] to properly enforce rights of copyright holders,” and with respect to a designated agent, “To exercise your DMCA rights, your Proper DMCA Notice must be sent to Designated Agent of hotfile.com to email: abuse@hotfile.com.” See Exhibit B. Emails sent to the abuse@hotfile.com address continued to be forwarded for handling to an individual acting on behalf of Hotfile. Such individuals included Andrei Ianokov. As noted above, Hotfile will produce documents from its “abuse” mailbox and directs Plaintiffs to those documents pursuant to Federal Rule of Civil Procedure 33(d). Defendants are informed and believe that both the terms of service and DMCA notice page were accessible to the public and appeared substantially in the forms attached as Exhibits A and B on the website beginning in the early months of operation of hotfile.com, and that at all times since hotfile.com has made available through its service, including on its website in a location accessible to the public for use by copyright owners, a designated agent that could be contacted at the abuse@hotfile.com email box.

Constantin Luchian has acted as a designated DMCA agent for Hotfile since December 8, 2009. His formal designation as DMCA agent was filed with the Copyright Office on December 17, 2009 and was registered as of December 24, 2009. Hotfile is informed and believes that Mr. Luchian's name and status as DMCA agent was first listed on the Hotfile.com website in early May 2010 and has been listed on the website ever since.

DATED: June 2, 2011

By: 
Roderick M. Thompson (admitted *pro hac vice*)
Andrew Leibnitz (admitted *pro hac vice*)
Anthony P. Schoenberg (admitted *pro hac vice*)
Deepak Gupta (admitted *pro hac vice*)
Janel Thamkul (admitted *pro hac vice*)
FARELLA BRAUN + MARTEL LLP
235 Montgomery St.
San Francisco, CA 94104
Telephone: 415.954.4400
Telecopy: 415.954.4480

And

Janet T. Munn, Fla. Bar No. 501281
Rasco Klock
283 Catalonia Avenue, Suite 200
Coral Gables, FL 33134
Telephone: 305.476.7101
Telecopy: 305.476.7102
Email: jmunm@rascoklock.com

Counsel for Defendants Hotfile Corp. and Anton Titov

VERIFICATION

I, Anton Titov, am a Manager of Hotfile Corporation, a defendant in this lawsuit. I make this verification on behalf of said party and on behalf of myself as an individual. I have read the foregoing Defendants' Amended Supplemental Response to Plaintiffs' Interrogatory No. 2 and know the contents thereof. To the best of my knowledge, information and belief, the responses set forth therein are true and correct.

I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct.

Executed this 2 day of June, 2011, in Sofia, Bulgaria.

By: _____

Anton Titov

EXHIBIT A

INTERNET ARCHIVE
Wayback Machine

http://hotfile.com/terms-of-service.html

3 captures
23 Feb 09 - 2 Jan 10

JAN FEB MAY
23
2008 2009 2010

Close X
Help ?

[Upload](#) [Premium](#) [FAQ](#) [Contacts](#) [Sign up](#)



Username:

Password:

[Forgot Password](#)

Terms of Service

Services of Hotfile.

Hotfile offers the Client services provided the Client completely and unconditionally undertakes to comply with the present Agreement. In this Agreement, it is agreed that: - The client (if you, or the user, or the subscriber) means a private person or an organization, including its employees that uses or intends to use the Services of Hotfile; - Services of Hotfile mean the electronic or interactive services rendered by Hotfile.

Hotfile reserves the right to change or stop all of the rendered Services at any time.

The rights to use the Services of Hotfile.

Our Services are rendered to private persons or organizations that have the corresponding legal status that enables the conclusion of legally binding arrangements in accordance with legislation. Accepting this agreement, the User confirms the fact that he or she has the license of economic activity (to be the consumer of services) in accordance with the law (during a period of validity in the present Agreement), he or she is not a business rival of Hotfile, and also declares that in accepting the present Agreement, the Client is at least 18 years of age and has the right to conclude the contracts, which have a binding force, as the Client.

Account of the Client. Rights of the client. Responsibilities of the client.

The client undertakes to give to Hotfile the true, exact, and full information about him or herself for all of the questions that are requested on the registration form. The client agrees the update and support information to be true, exact, and in a full state. Otherwise, Hotfile has the right to suspend or cancel your account and present Agreement.

The client is the unique legal owner for the data of the account (the login, password and all attendant data). The client has full responsibility for all and any (successful or unsuccessful) attempts to access the Services or use of Services (including all actions and transactions) with the use of the account of Client, except for cases when access or the utilization of Services is a direct result of negligence of Hotfile.

The client agrees that the voluntary transfer of login and password of its privileged account (GOLD-account) to third parties leads to the automatic lifting of the privileged status of the account, and notes that a violation of the user's agreement used.

The client is completely responsible for the preservation of the confidentiality of the information of access to his or her account, as well as has full responsibility for the actions that occur by way of his or her account.

The client undertakes to notify Hotfile immediately in case of nascence of the circumstances indicating that his or her account or information was used unauthorized. These cases are (but not limited): reception by the Client of confirmation his or her orders of services, made on his or her account that the Client didn't order; occurrence in client's account of data regarding actions (downloading or uploading files) that the client didn't do or other similar inconsistent actions.

Client's data. Ordering information. Changing the information about the client.

The client has exclusive obligations and full responsibility for the information, which he or she saved on the servers of Hotfile. The client supervises his or her own files through the unique reference generated for him or her. The client has full responsibility for the data and exclusive obligation for any lost and unreduced information. The client agrees to contain the information according to legal responsibilities. The client agrees to reception on the e-mail address of news of service, the information on new services and actions of service Hotfile. Hotfile undertakes to delete the client's information after completing a period of validity in the present Agreement. Hotfile reserves the right to keep the client's information in the archives after his or her deletion, and has not any obligation to the Client for such information.

In using our service IP address your browser will be identified and brought into the databases of our servers. This IP address is saved by the servers of Hotfile only for our internal utilization (calculation of visiting, optimum usage of downloading files, etc.). Hotfile uses cookies to save the options of the users' browsers, in the case that users provide their consent: Utilization of cookies doesn't permit one to find out confidential information about a client - e-mail address, postal address, numbers on a credit card, etc.

Our service calculates the e-mail addresses of users of Hotfile with the purpose of registration and the enumeration of users. Hotfile does not sell and does not share your personal information with any companies.

Ownership of information and copyrights.

You recognize that all materials (except the users' uploading), submitted on the present Web page, switching the information, documentation, goods, trademarks, drawings, sounds, GUI, software, and services (further called Materials), rendered by Hotfile or third parties - authors, developers, suppliers (in generally called Intermediaries), belong to Hotfile and/or to Intermediaries. Elements of Web pages are protected by legislation on a set of various nonfunctional elements of the goods or services and other legislation and cannot be copied or reproduced in part or whole. Hotfile, trademark of Hotfile and other goods mentioned in the present agreement, are trademark of Hotfile. Other names of goods, names of companies, marks, trademarks, and symbols are trademarks of corresponding organizations.

Services of Hotfile can be used in legitimate objectives. Transmission, distribution, or storage of any materials that violate laws are forbidden. This includes without restriction patented materials, copyright laws, trademarks, commercial secrets and other intellectual property rights. The client is obliged to receive the author's preliminary agreement in the case of the use of his or her materials. In using the Services, you declare and guarantee that you are the author and owner of the copyrights and/or have due licenses for the represented information, you also declare and guarantee that your information does not offend trademarks and other rights of third parties. Hotfile reserves the right to immediately suspend or delete the account of a client, which, in the opinion of Hotfile, offends the present agreement or laws or decisions.

Attention! In case of using Hotfile Service for distribution of the files containing materials which appear to involve child exploitation, the account of the user who placed such files will be immediately deleted and all necessary information will be passed on to the National Center for Missing & Exploited Children as well as to the administrative tribunals and/or members of the ISP.

You agree to not use the services of Hotfile

for the purpose of: Loading, accommodation, sending by way of e-mail, transmission or publication by other means of information distributing for terrorist propagation, propagandizing of kindling interethnic, racial or religious break a set, representing violence or death;

Causing of harm to minors, including any form of child pornography; in the case that we shall regard this as sufficiently serious, it will be transferred to the corresponding administrative tribunals and/or members of the ISP;

Loading, accommodation, sending by way of e-mail, transmission or publication by other means of information, which offends the rights of some party on all patents, trademarks, commercial secrets, copyrights, or other property rights.

You undertake to not place information containing illegal materials, as well as other forms of the transmission of illegal or obscene contents and information prompting illegal actions inducing gaming, illegal sales of the weapons, advertising, or the publication of materials that violate legislation regarding the distribution of pornography and racism. You also undertake to not place discrediting information concerning some person, without the consent or intentionally rendering such to someone as mental cruelty.

In the case of the non-observance of the present requirements, **Hotfile reserves the right to immediately suspend or delete, without preliminary prevention, your account or the transaction** violating the present agreement.

Illegal actions also include intrusions or attempts of intrusion into the information system of Hotfile, or attempts to affect the ability of Hotfile to render Services.

These are (but not limited to the following actions):

Unauthorized access to the Services of Hotfile, which includes attempts to probe, test systems for availability, to try to break down the system of information protection of the website without permission from Hotfile;

Intervention in the process of rendering Services to any client or users' network for example avalanche routing or intentional attempts to overload system;

There are many other actions that can destroy the infrastructure of Hotfile, which are strictly prohibited and are the subject of criminal and civil liability.

Lawfully or not, Hotfile reserves the right to decide for the fate of the activity of Hotfile and its Clients.

Attentions please, in such a case if it will be detected that an account or transmitted information violates any of those rules, Hotfile reserves the right to delete the account or stop the transfer of information. If it is necessary, Hotfile will send claims to the corresponding legal structures. In this case, Hotfile will actively cooperate with administrative tribunals in the investigation and criminal prosecution of similar actions, which means the disclosure of the data of the Client's account.

Attention! In case of using Hotfile Service for distribution of the files containing materials which appear to involve child exploitation, the account of the user who placed such files will be immediately deleted and all necessary information will be passed on to the National Center for Missing & Exploited Children as well as to the administrative tribunals and/or members of the ISP.

Complaints of the persons, breaking our Rules, are accepted [here](#). Each complaint will be considered; and depending on the results, can lead to the deletion of the Client's account without preliminary prevention.

Absence of guarantees. Responsibility.

You express understanding and agreement with the following:

You use these services at your own risk.

Services of Hotfile are rendered "as is" and "as far as possible". Hotfile and its representatives, within the limits allowed by legislation, haven't the responsibility for the any guarantees, for example, the guarantee of conformity of the user's purpose, guarantee of commercial suitability, and guarantee of absence of violation of third parties rights. Hotfile and its representatives do not guarantee accuracy, reliability, completeness, timeliness of Services, software or other information content;

We don't guarantee that Services will correspond to your requirements, Services will be rendered continuously, quickly, reliably, and without mistakes, Results which can be received through the utilization of services, will be exact and reliable, Quality of some product, service, information, or other materials, which you received through the utilization of Services, will correspond to your expectations. Some materials, which you loaded or otherwise received through the utilization of Services, are used by you at your own discretion and at your own risk, and only you have exclusive responsibility for any data that is lost or damaged, which can also damage your computer system or as the result of loading these materials;

Any consultation or information, written or oral, received by you through the utilization of Services, doesn't represent a guarantee, except for direct guarantees in the present Agreement.

You agree to recover damages, including reasonably the necessary payment of legal services, and to release Hotfile, its affiliated organizations, and branches, management, employees, agents from responsibility for any claims and requirements based on your utilization of Services; or violation of the present Agreement or other rules and conditions of Hotfile.

You use the services of Hotfile at your own risk. If you are not satisfied with our Services or present user agreement, or any other rules, you have the right to stop the utilization of Services. You agree that Hotfile is not responsible for any sheer, indirect, collateral, or penal losses as such as *lucrum cessans*, loss of reputation, data that is lost or other non-material losses, taken place for reasons of utilization or impossibility of utilization of services; necessities to pay anew the unremunerative goods or services purchased through the utilization of Services; unauthorized access or modification in transmitted information or data; statements or actions of any third party within the framework of services; any other event concerning the Services.

Modification of the Agreements and Rules for extension of Services.

We reserve the right at any time to modify the present agreement for the extension of Services. We also reserve the right at any time to modify or stop all Services, with the prior notification or without, for a specified time or without a time limit.

You agree that Hotfile does not have any obligations to you, nor to any third party for any modification, suspension, or termination of Services. You recognize that we can establish the general rules and restrictions of using Services, including the maximal disk space allotted to you on the servers of Hotfile, the maximal number of look-up, (and their time of duration) to Services for the specified time.

In addition, you recognize that Hotfile has the right, without preliminary prevention, to change tariffs for the utilization of Services. Modification of tariffs for the utilization of Services inures after the termination of the validity of an existing subscription of the Client.

Hotfile has the immediate right to prevent, suspend, (without a time limit or temporarily) to close access and to stop the extension of Services to the client, or to delete the account of the Client, and also to refuse to render service to the client further in the case of: Hotfile is justified to believe that the Client has broken or has not executed any aspect of the present Agreement or other contracts or instructions of Hotfile, Client hasn't paid for services or any others indebtednesses to Hotfile, Hotfile cannot establish authenticity of the information given by the Client, Hotfile is justified to believe that actions of the Client can entail the legal responsibility of the Client, other Clients of Hotfile or Hotfile. Hotfile reserves the right at their own discretion at any time to stop Services or their part, with the prior notification or without such. You agree that the termination of access to Services on any item of present user's agreement can inure without prior notification, and also agree that Hotfile has the immediate right to deactivate, archive, or delete your account and their parts: information, data and-or refuse to access in the further to those data or Services. Furthermore, you agree that Hotfile is not responsible to you or any third party for the termination of your access to Services.

After the cancellation of the present Agreement by the Client or Hotfile, all privileges of the Client stipulated in the Agreement, and obligations of Hotfile extension of Services, are immediately cancelled.

Incapacity of Hotfile to undertake actions concerning violations performed by the Client or other persons, does not deprive the right of Hotfile to take measures concerning subsequent or similar violations.

Any requirement or claim raised by the Client for any items of the present Agreement should be given within twelve months from the moment of occurrence of the requirement or the claim's basis.

The client and Hotfile are independent contractors. The present Agreement does not provide and does not create such forms of legal relationship with the Client as an establishment, company, joint venture, labor relations, trading relations.

For the conditions of the present Agreement, the Client has not the right to transfer any rights or to assign other persons duties. Any attempts of transfer those rights have not validly.

Our activity for the extension of Services can be broken by various factors, which we can't control. We have not the responsibility for any delays, or the incapacity to render Service as a result of reasons, which do not depend on us.

If any clause of the present Agreement is declared invalid, that clause should be bypassed, with the least damage of interests of the parties, and other clauses of the Agreement continue to be in effect. Headings of Items of the Agreement serve only for convenience, and in any degree do not determine, limit, interpret, or describe a spectrum or a measure of an item of agreement.

Accepting this agreement, you declare and guarantee to Hotfile company, that you are not a competitor of Hotfile and you undertake to not use the information received through the utilization of the website of Hotfile and Services of Hotfile for being in a competition to the last.

Excepting agreements and conditions that are published on the website, the present Agreement regulates full understanding and agreement between the parties concerning the discussed subject.

Department of the fight against abuse: [Click here](#)

Counterfeit files will be immediately deleted after the reception of your proven confirmation. In the case of the detection of such files, we will take advantage of [this form](#) and send a full reference on such a file.

EXHIBIT B

INTERNET ARCHIVE
Шаг в будущее
http://hotfile.com/reportabuse.html
4 captures
24 Apr 09 - 2 Jan 10
MAR APR MAY
24
2008 2009 2010
Close X
Help ?



[Закачать файл](#) [Премиум-аккаунт](#) [Партнерская программа](#) [FAQ](#) [Контакты](#) [Зарегистрироваться](#)

English | Russian

Имя пользователя:
Пароль:
[Напомнить пароль](#)

HotFile (www.hotfile.com) is an Online Service Provider under Title II of the Digital Millennium Copyright Act, 17 U.S.C. Section 512 ("DMCA"). This document outlines the policy that hotfile.com have introduced in order to implement notice and takedown policy as required by DMCA. This document guides copyright owners interested in utilizing this procedure, as well as service users interested in restoring access to material mistakenly taken down.

Writing and sending Proper Notification

The DMCA provides a legal procedure by which you can request any Online Service Provider to disable access to a website where your copyrighted work(s) are appearing without your permission. The legal procedure consists of two parts: (1) Writing a Proper DMCA Notice, and (2) Sending the Proper DMCA Notice to hotfile.com Designated Agent.

To write a Proper DMCA Notice, state the following information:

- * Identify yourself as an owner of copyrighted work or exclusive rights that you believe were infringed, or a person acting on behalf of such owner.
- * State your contact information, including your name, street address, phone number, and email address.
- * Identify the copyrighted work that you believe is being infringed, or if a large number of works are being infringed, a representative list of the works.
- * Identify the location of materials that allegedly are infringing your copyrighted work, by providing Web URLs on hotfile.com site that contain these materials.
- * State that you have "a good faith belief that use of the aforementioned material is not authorized by the copyright owner, its agents, or the law".
- * State that the information in the notice is accurate, under penalty of perjury.

Your notice **must be signed with a physical signature** (when it is in paper form) or **electronic signature** (when it is in electronic form).

To exercise your DMCA rights, your Proper DMCA Notice must be sent to Designated Agent of hotfile.com to email: abuse@hotfile.com

Notice and takedown procedure

HotFile.com will follow the procedures provided in the DCMA to properly enforce rights of copyright holders. When a Proper DMCA notification is received by Designated Agent, or when hotfile.com becomes otherwise aware that copyright rights are infringed, it will remove or disable access to infringing materials as soon as possible. You don't need to wait confirmation from us about this action.

If users submitting or downloading materials believe that their use of materials was lawful, they have the right of sending a Proper Counter-notification in order to restore access to these materials. Hotfile.com will comply with the appropriate provisions of the DMCA in the event a counter notification is received by its Designated Agent.

Thank you for your understanding!

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 11-20427-JORDAN

DISNEY ENTERPRISES, INC.,
TWENTIETH CENTURY FOX FILM CORPORATION,
UNIVERSAL CITY STUDIOS PRODUCTIONS LLLP,
COLUMBIA PICTURES INDUSTRIES, INC., and
WARNER BROS. ENTERTAINMENT INC.,

Plaintiffs,

v.

HOTFILE CORP., ANTON TITOV, and
DOES 1-10.

Defendants.

_____ /

CERTIFICATE OF SERVICE

I am a citizen of the United States and employed in San Francisco County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 235 Montgomery Street, 17th Floor, San Francisco, California 94104.

I HEREBY CERTIFY that on June 2, 2011, I electronically served the following documents on all counsel of record on the attached Service List via their email address(es). The documents served on this date are:

DEFENDANTS' AMENDED SUPPLEMENTAL RESPONSE TO PLAINTIFFS'
INTERROGATORY NO. 2

I declare under penalty of perjury that the foregoing is true and correct. Executed on June 2, 2011, at San Francisco, California.

Lauren Jensen

SERVICE LIST: CASE NO. 11-CIV-20427-JORDAN

Karen R. Thorland, Esq.
Motion Picture Association of America, Inc.
15301 Ventura Blvd., Building E
Sherman Oaks, CA 91403
Telephone: (818) 935-5812
Fax: (818) 285-4407
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Attorneys for Plaintiffs

*Party Name: Disney Enterprises, Inc.,
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Universal City Studios Productions LLP,
Columbia Pictures Industries, Inc., Warner
Bros. Entertainment Inc.*

Served via electronic mail by agreement

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Fax: (202) 639-6068
Email: dpozza@jenner.com;
lplatzer@jenner.com; sfabrizio@jenner.com

Attorneys for Plaintiffs

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Universal City Studios Productions LLP,
Columbia Pictures Industries, Inc., Warner
Bros. Entertainment Inc.*

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Attorneys for Plaintiffs

*Party Name: Disney Enterprises, Inc.,
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Universal City Studios Productions LLP,
Columbia Pictures Industries, Inc., Warner
Bros. Entertainment Inc.*

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Telephone: 617-928-1800
Fax: 617-928-1802
vgurvitz@bostonlawgroup.com

Attorney for Defendants

Hotfile Corp. and Anton Titov

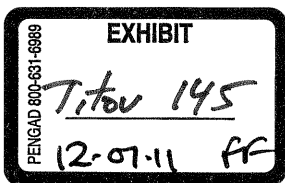
Served via electronic mail by agreement

Janet T. Munn, Esq.
Rasco Klock
283 Catalonia Avenue, Suite 200
Coral Gables, FL 33134
Telephone: (305) 476-7101
Fax: (305) 476-7102
Email: jmunn@rascoklock.com

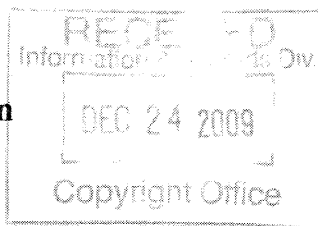
Local Attorney for: Defendants
Party Name: Hotfile Corp. and Anton Titov

Served via electronic mail by agreement

Yeh Exhibit 24



**Interim Designation of Agent to Receive Notification
of Claimed Infringement**



Full Legal Name of Service Provider: Hotfile Corp.

Alternative Name(s) of Service Provider (including all names under which the service provider is doing business): Hotfile.com

Address of Service Provider: 43-20 Calle 34, Panama 5, Republic of Panama


Name of Agent Designated to Receive Notification of Claimed Infringement: Constantin Luchian

Full Address of Designated Agent to which Notification Should be Sent (a P.O. Box or similar designation is not acceptable except where it is the only address that can be used in the geographic location):
1007 N. Federal Hwy., Suite 240, Fort Lauderdale, FL 33304

Telephone Number of Designated Agent: (954) 773 8743

Facsimile Number of Designated Agent: (954) 414 0865

Email Address of Designated Agent: abuse@hotfile.com, support@hotfile.com

Signature of Officer or Representative of the Designating Service Provider:
 Date: 12/08/2009

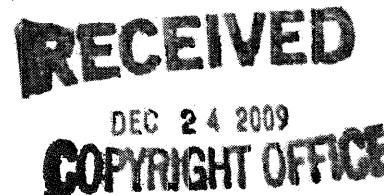
Typed or Printed Name and Title: Anton Titov, Manager

SCANNED 1 21-2010

**Note: This Interim Designation Must be Accompanied by a Filing Fee*
Made Payable to the Register of Copyrights.**

***Note: Current and adjusted fees are available on the Copyright website at
www.copyright.gov/docs/fees.html**

Mail the form to:
Copyright GC/I&R
P.O. Box 70400
Washington, DC 20024



Yeh Exhibit 25

REDACTED

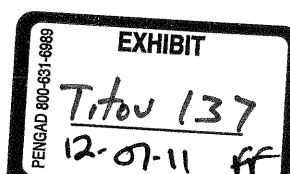
Yeh Exhibit 26

From: [REDACTED]
Sent: Monday, October 18, 2010 10:20 AM
To: general <general@hotfile.com>
Subject: Slow download: Hotfile [REDACTED]

Message sent from user with mail - [REDACTED]
Reason: I have technical issues with downloading
Username: [REDACTED]
Rank: Silver
Status: Premium
Suspended: No
Remove premium: No

lastdl: <http://hotfile.com/dl/75420933/d63c3f3/OneDDL.com-House.S07E04.HDTV.XviD-LOL.avi>
ip: 89.78.238.[REDACTED] PL
URL:

I download your file to conection test -1-2kb/s what is that? fix it



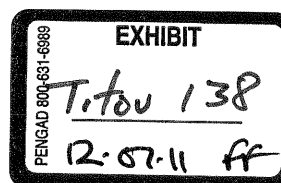
HF00009910

From: [REDACTED]
Sent: Tuesday, November 9, 2010 8:51 PM
To: general <general@hotfile.com>
Subject: Restore my account: Hotfile [REDACTED]

Message sent from user with mail [REDACTED]
Reason: General question
Username: [REDACTED]
Rank: Silver
Status: Free
Suspended: No
Remove premium: Yes (Reason: traffic 153GB, dt: 2010-11-06 23:00:01)

lastdl: <http://hotfile.com/dl/79395178/c29264f/Inception.DVDR-BOW.WwW.SceneTube.Net.part12.rar.html>
ip: 108.14.201. [REDACTED]
URL:

My account was closed for no reason. You are not replying to any of the emails. Restore my account or issue a partial refund. Otherwise, I will report this transaction to my credit card company as fraudulent.



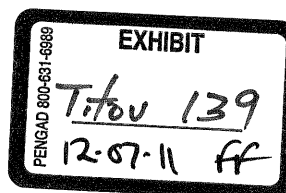
HF00014579

From: [REDACTED]
Sent: Monday, December 27, 2010 8:13 PM
To: general <general@hotfile.com>
Subject: it says upgrade to premium: Hotfile [REDACTED]

Message sent from user with mail - [REDACTED]
Reason: I am a paid user but it still says \'Upgrade to premium\<'\nUsername: [REDACTED]
Rank: Silver
Status: Free
Suspended: No
Remove premium: No

lastdl:
http://hotfile.com/dl/59777737/3a57c59/Wall_E_PROPER_DVDRip_Xvid_ULTRASON_Warez-Centre.com.part1.rar.html
ip: 64.131.133 [REDACTED] US
URL:
http://hotfile.com/dl/59777737/3a57c59/Wall_E_PROPER_DVDRip_Xvid_ULTRASON_Warez-Centre.com.part1.rar.html

i paid for monthly use and yet it worked before and now it says upgrade.
problem is at your end check servers.



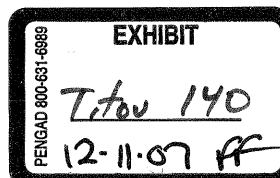
HF00022467

From: [REDACTED]
Sent: Thursday, January 20, 2011 3:17 PM
To: general <general@hotfile.com>
Subject: Slow download speeds: [REDACTED]

Message sent from user with mail - [REDACTED]
Reason: General question
Username: [REDACTED]
Rank: Silver
Status: Premium
Suspended: No
Remove premium: No

lastdl:
<http://hotfile.com/dl/97603194/5ac670a/Two.and.a.Half.Men.S08E14.720p.HDTV.X264-DIMENSION.mkv.html>
ip: 85.243.235.[REDACTED] PT
URL: <http://w2.hotfile.com/data.bin>

I tried downloading your file <http://w2.hotfile.com/data.bin> and the speed was 25kb/s i download a another file with a different file storage site and the speed goes to 1.5mb/s what wrong it\'s not my internet i already paid January what happen to my speed please help thanks



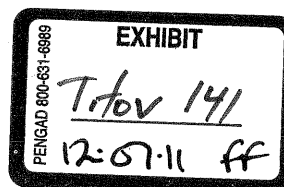
HF00026791

From: [REDACTED]
Sent: Friday, January 21, 2011 6:03 PM
To: general <general@hotfile.com>
Subject: paid sibscription to premium: Hotfile [REDACTED]

Message sent from user with mail - [REDACTED]
Reason: I am a paid user but it still says \'Upgrade to premium\<'\nUsername: [REDACTED]
Rank: Silver
Status: Free
Suspended: No
Remove premium: No

lastdl: <http://hotfile.com/dl/98303400/8758a60/No.Ordinary.Family.S01E13.rmvb.html>
ip: 189.122.158.[REDACTED] BR
URL:

Hi
I have renewed my subscription on January 17th but I get always the message
Upgrade to premium.
Hope to solve this problem asap.
Sincerely Yours
[REDACTED]



HF00026980

From: Hotfile Corp [hotfile.com@gmail.com]
Sent: Thursday, November 11, 2010 2:47 AM
To: Andrei
Subject: Fwd: Suggestion: Enable the option to organize the folders alphabetically: Hotfile
[REDACTED]

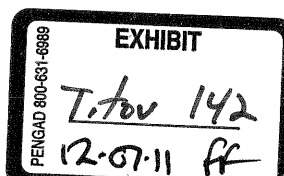
----- Forwarded message -----

From: Elan <no1knows.me@gmail.com>
Date: 2010/6/30
Subject: Re: Suggestion: Enable the option to organize the folders alphabetically: Hotfile
[REDACTED]
To: Hotfile Corp <hotfile.com@gmail.com>

има резон. ще сложа сортиране и по други работи.

On 30 June 2010 21:58, Hotfile Corp <hotfile.com@gmail.com> wrote:

> Suggestion
>
> ----- Forwarded message -----
> From [REDACTED]
> Date: Wed, Jun 30, 2010 at 6:06 PM
> Subject: Suggestion: Enable the option to organize the folders
> alphabetically: Hotfile [REDACTED]
> To: hotfile.com@gmail.com
>
>
> Message sent from user with mail - [REDACTED]
> Reason: I hahove some suggestions for improving your service
> Username: [REDACTED]
> Rank: Bronze
> Status: Premium
> Suspended: No
> Remove premium: Yes (Reason: traffic 160GB, dt: 2010-06-21 04:10:01)
>
> lastdl:
> [REDACTED]
> ip: 115.135.82. [REDACTED] MY
> URL:
>
> Dear Hotfile team,
>
> As stated in the subject, I would like to suggest that the aforementioned
> option to be enable in your system. Currently there are hundreds of folders
> in my account and when I searching for certain folders, it would take a long



> time to go through one by one. Yeah alt + f would be an option, but then
> another problem is when I want to move some files into certain folders, I
> will have to go through, AGAIN, the unsorted list of folders, which is very
> tiring. Enabling this option would make everything to be easier and
> smoother, at least for me. I'm sure other users would want this option to
> be activated too. Lastly, I hope my suggestion would not fall on deaf ears
> and please do something about this in the near future.

> Thank you.

> Regards.

[REDACTED]

> --

> <http://www.hotfile.com> - one click file hosting

> -----

--

<http://www.hotfile.com> - one click file hosting

Yeh Exhibit 27

Bates Number of Hotfile User Email	URL in 'Last DL' Field of Hotfile User Email Also Identified by Plaintiffs' as Infringing in Response to Hotfile's Interrogatory No. 1	Plaintiff Work Infringed
HF00003350		2012
HF00037635		2012
HF00063244		2012
HF00063414		2012
HF00063415		2012
HF00066750		2012
HF00071842		2012
HF00073537		2012
HF00073866		2012
HF00073867		2012
HF00022297		127 HOURS
HF00024248		127 HOURS
HF00025999		127 HOURS
HF00027376		127 HOURS
HF00030040		127 HOURS
HF00030323		127 HOURS
HF00031583		127 HOURS
HF00035218		127 HOURS
HF00016138		21 Grams
HF00034456		30 Rock
HF00076065		500 DAYS OF SUMMER
HF00076750		8 Mile
HF00062312		A Clockwork Orange
HF00024000		Accepted
HF00036851		Accepted
HF00034591		ADAM
HF00067019		ADAM
HF00064129		Alice in Wonderland
HF00071406		Alice in Wonderland
HF00009020		ALIEN 3
HF00009032		ALIEN 3
HF00033707		All-Star Superman
HF00085404		ANASTASIA
HF00025208		Animatrix
HF00000671		Armageddon
HF00084676		Army Wives
HF00001610		A-TEAM
HF00004662		A-TEAM
HF00009543		A-TEAM
HF00010886		A-TEAM
HF00011585		A-TEAM
HF00014448		A-TEAM
HF00015168		A-TEAM
HF00018312		A-TEAM
HF00021019		A-TEAM
HF00074772		A-TEAM
HF00076744		A-TEAM
HF00076745		A-TEAM
HF00077097		A-TEAM
HF00077306		A-TEAM
HF00077310		A-TEAM
HF00077311		A-TEAM
HF00078067		A-TEAM
HF00078286		A-TEAM
HF00080696		A-TEAM
HF00081408		A-TEAM
HF00083921		A-TEAM
HF00007894		August Rush
HF00005327		AVATAR
HF00005328		AVATAR
HF00005336		AVATAR
HF00012944		AVATAR
HF00017154		AVATAR
HF00020658		AVATAR
HF00020940		AVATAR
HF00030893		AVATAR
HF00034852		AVATAR
HF00063489		AVATAR
HF00065101		AVATAR

Bates Number of Hotfile User Email	URL in 'Last DL' Field of Hotfile User Email Also Identified by Plaintiffs' as Infringing in Response to Hotfile's Interrogatory No. 1	Plaintiff Work Infringed
HF00067866		AVATAR
HF00068006		AVATAR
HF00068270		AVATAR
HF00069234		AVATAR
HF00070216		AVATAR
HF00071056		AVATAR
HF00071057		AVATAR
HF00071621		AVATAR
HF00075853		AVATAR
HF00085403		AVATAR
HF00083355		Batman
HF00023692		Batman Forever
HF00078721		Batman Returns
HF00078984		Batman Returns
HF00039130		BATTLE LOS ANGELES
HF00027610		Beverly Hills Chihuahua 2
HF00028989		Big Bang Theory
HF00021269		BLACK SWAN
HF00021294		BLACK SWAN
HF00026584		BLACK SWAN
HF00029327		BLACK SWAN
HF00032827		BLACK SWAN
HF00034039		BLACK SWAN
HF00018886		Body of Lies
HF00015458		Bolt
HF00081967		Bolt
HF00086133		Bolt
HF00007637		BONES
HF00009731		BONES
HF00011192		BONES
HF00027000		BONES
HF00027500		BONES
HF00028835		BONES
HF00031529		BONES
HF00063200		BONES
HF00066737		BONES
HF00070228		BONES
HF00007151		Book of Eli
HF00007152		Book of Eli
HF00061822		Book of Eli
HF00065383		Book of Eli
HF00068963		Book of Eli
HF00069214		Book of Eli
HF00071073		Book of Eli
HF00073042		Book of Eli
HF00074965		Book of Eli
HF00082102		Book of Eli
HF00082184		Book of Eli
HF00018428		BURN NOTICE
HF00072563		BURN NOTICE
HF00074795		BURN NOTICE
HF00081044		BURN NOTICE
HF00085553		BURN NOTICE
HF00000910		BURN NOTICE
HF00022276		Camp Rock 2: The Final Jam
HF00001930		Casablanca
HF00025149		Casanova
HF00003785		CASINO ROYALE 2006
HF00013163		CAST AWAY
HF00013225		Castle
HF00016601		Castle
HF00024951		Castle
HF00037293		Castle
HF00038518		Castle
HF00079504		Castle
HF00085373		Castle
HF00027347		Chuck
HF00003083		Clash of the Titans
HF00011963		Clash of the Titans

Bates Number of Hotfile User Email	URL in 'Last DL' Field of Hotfile User Email Also Identified by Plaintiffs' as Infringing in Response to Hotfile's Interrogatory No. 1	Plaintiff Work Infringed
HF00021487		Clash of the Titans
HF00026385		Clash of the Titans
HF00071749		Clash of the Titans
HF00076423		Clash of the Titans
HF00076565		Clash of the Titans
HF00077182		Clash of the Titans
HF00078934		Clash of the Titans
HF00079126		Clash of the Titans
HF00080564		Clash of the Titans
HF00002206		Closer, The
HF00028656		Cobra
HF00072409		Cold Case
HF00030239		Da Vinci Code
HF00067158		DATE NIGHT
HF00081481		DATE NIGHT
HF00077362		Daylight
HF00025303		Departed
HF00005665		Desperate Housewives
HF00006267		Desperate Housewives
HF00009678		Desperate Housewives
HF00009803		Desperate Housewives
HF00011279		Desperate Housewives
HF00013327		Desperate Housewives
HF00014336		Desperate Housewives
HF00015398		Desperate Housewives
HF00015429		Desperate Housewives
HF00015601		Desperate Housewives
HF00015619		Desperate Housewives
HF00015925		Desperate Housewives
HF00023453		Desperate Housewives
HF00023572		Desperate Housewives
HF00026627		Desperate Housewives
HF00062924		Desperate Housewives
HF00066214		Desperate Housewives
HF00084663		Desperate Housewives
HF00013027		Desperate Housewives
HF00017926		Detroit 1-8-7
HF00027219		Detroit 1-8-7
HF00019724		Dinosaur
HF00026717		Dollhouse
HF00017346		Dragonfly
HF00017982		Due Date
HF00028800		Due Date
HF00029034		Due Date
HF00029165		Due Date
HF00032102		Due Date
HF00033740		Due Date
HF00081226		Due Date
HF00082491		Eureka
HF00006174		Everything is Illuminated
HF00013737		FAMILY GUY
HF00016642		FAMILY GUY
HF00025687		FAMILY GUY
HF00026008		FAMILY GUY
HF00026337		FAMILY GUY
HF00035231		FAMILY GUY
HF00061950		FAMILY GUY
HF00074507		FAMILY GUY
HF00077767		FAMILY GUY
HF00085518		FAMILY GUY
HF00006233		FAMILY GUY
HF00009616		Fear and Loathing in Las Vegas
HF00009362		Firefox
HF00024257		FlashForward
HF00024766		FlashForward
HF00024767		FlashForward
HF00024768		FlashForward
HF00024769		FlashForward
HF00024770		FlashForward

Bates Number of Hotfile User Email	URL in 'Last DL' Field of Hotfile User Email Also Identified by Plaintiffs' as Infringing in Response to Hotfile's Interrogatory No. 1	Plaintiff Work Infringed
HF00024771		FlashForward
HF00024772		FlashForward
HF00024773		FlashForward
HF00031942		FlashForward
HF00068358		FlashForward
HF00070498		FlashForward
HF00018369		Flipped
HF00011333		Fool's Gold
HF00020282		Friday Night Lights
HF00000524		Friends
HF00018149		Friends
HF00026291		Fright Night 1985
HF00073099		Fringe
HF00077942		Fringe
HF00077952		Fringe
HF00078375		Fringe
HF00003226		Fun with Dick and Jane
HF00000544		FUTURAMA
HF00017021		FUTURAMA
HF00017457		FUTURAMA
HF00074877		FUTURAMA
HF00076553		FUTURAMA
HF00078289		FUTURAMA
HF00080051		FUTURAMA
HF00080116		FUTURAMA
HF00080451		FUTURAMA
HF00017810		GARFIELD
HF00085605		GARFIELD
HF00025862		GATTACA
HF00010772		Get Him to the Greek
HF00011232		Get Him to the Greek
HF00013670		Get Him to the Greek
HF00030354		Get Him to the Greek
HF00034510		Get Him to the Greek
HF00073425		Get Him to the Greek
HF00074250		Get Him to the Greek
HF00079870		Get Him to the Greek
HF00075337		Get Smart
HF00076584		Get Smart
HF00079557		G-Force
HF00079564		G-Force
HF00000782		GLADES
HF00082622		GLADES
HF00034814		Gladiator
HF00075942		Gladiator
HF00007232		GLEE
HF00008642		GLEE
HF00008829		GLEE
HF00009587		GLEE
HF00010454		GLEE
HF00010727		GLEE
HF00014092		GLEE
HF00015061		GLEE
HF00015884		GLEE
HF00020005		GLEE
HF00032076		GLEE
HF00035566		GLEE
HF00055871		GLEE
HF00070865		GLEE
HF00071266		GLEE
HF00085405		GLEE
HF00004255		Gone with the Wind
HF00083922		Gone with the Wind
HF00018244		Gremlins
HF00005783		GREY'S ANATOMY
HF00007874		GREY'S ANATOMY
HF00008022		GREY'S ANATOMY
HF00009887		GREY'S ANATOMY
HF00010936		GREY'S ANATOMY

Bates Number of Hotfile User Email	URL in 'Last DL' Field of Hotfile User Email Also Identified by Plaintiffs' as Infringing in Response to Hotfile's Interrogatory No. 1	Plaintiff Work Infringed
HF00011074		GREY'S ANATOMY
HF00011683		GREY'S ANATOMY
HF00013920		GREY'S ANATOMY
HF00026542		GREY'S ANATOMY
HF00029395		GREY'S ANATOMY
HF00066118		GREY'S ANATOMY
HF00071296		GREY'S ANATOMY
HF00073531		GREY'S ANATOMY
HF00078182		GREY'S ANATOMY
HF00079539		GREY'S ANATOMY
HF00085900		GREY'S ANATOMY
HF00000762		Grown Ups
HF00006630		Grown Ups
HF00008245		Grown Ups
HF00011086		Grown Ups
HF00076574		Grown Ups
HF00077446		Grown Ups
HF00078013		Grown Ups
HF00084939		Grown Ups
HF00085008		Grown Ups
HF00085242		Grown Ups
HF00025759		Grown Ups
HF00026140		GULLIVER'S TRAVELS
HF00029167		GULLIVER'S TRAVELS
HF00029169		GULLIVER'S TRAVELS
HF00029170		GULLIVER'S TRAVELS
HF00029172		GULLIVER'S TRAVELS
HF00029173		GULLIVER'S TRAVELS
HF00029174		GULLIVER'S TRAVELS
HF00029175		GULLIVER'S TRAVELS
HF00030132		GULLIVER'S TRAVELS
HF00036758		GULLIVER'S TRAVELS
HF00000913		Hangover
HF00005384		Hannah Montana
HF00072588		Hannah Montana
HF00015598		Harry Potter and the Deathly Hallows Part I
HF00017678		Harry Potter and the Deathly Hallows Part I
HF00018057		Harry Potter and the Deathly Hallows Part I
HF00024727		Harry Potter and the Deathly Hallows Part I
HF00026656		Harry Potter and the Deathly Hallows Part I
HF00078993		Harry Potter and the Deathly Hallows Part I
HF00018006		Harry Potter and the Goblet of Fire
HF00010002		Heroes
HF00020312		Heroes
HF00080739		Heroes
HF00062138		HITCH
HF00024428		HITMAN
HF00064086		HITMAN
HF00003100		House
HF00006599		House
HF00015357		House
HF00021874		House
HF00025022		House
HF00028460		House
HF00067502		House
HF00073383		House
HF00008587		HOW I MET YOUR MOTHER
HF00008769		HOW I MET YOUR MOTHER
HF00008837		HOW I MET YOUR MOTHER
HF00010106		HOW I MET YOUR MOTHER
HF00010283		HOW I MET YOUR MOTHER
HF00010799		HOW I MET YOUR MOTHER
HF00013360		HOW I MET YOUR MOTHER
HF00013553		HOW I MET YOUR MOTHER
HF00015731		HOW I MET YOUR MOTHER
HF00015840		HOW I MET YOUR MOTHER
HF00015905		HOW I MET YOUR MOTHER
HF00017143		HOW I MET YOUR MOTHER
HF00017253		HOW I MET YOUR MOTHER

Bates Number of Hotfile User Email	URL in 'Last DL' Field of Hotfile User Email Also Identified by Plaintiffs' as Infringing in Response to Hotfile's Interrogatory No. 1	Plaintiff Work Infringed
HF00019750		HOW I MET YOUR MOTHER
HF00019868		HOW I MET YOUR MOTHER
HF00026737		HOW I MET YOUR MOTHER
HF00027453		HOW I MET YOUR MOTHER
HF00065313		HOW I MET YOUR MOTHER
HF00082495		HOW I MET YOUR MOTHER
HF00082720		HOW I MET YOUR MOTHER
HF00082721		HOW I MET YOUR MOTHER
HF00029023		HOW I MET YOUR MOTHER
HF00019771		Hunted
HF00079289		I am Legend
HF00024067		I STILL KNOW WHAT YOU DID LAST SUMMER
HF00000748		In the Name of the Father
HF00002942		Inception
HF00003936		Inception
HF00004055		Inception
HF00004810		Inception
HF00004848		Inception
HF00006118		Inception
HF00006790		Inception
HF00007218		Inception
HF00007566		Inception
HF00007981		Inception
HF00007982		Inception
HF00008146		Inception
HF00008430		Inception
HF00009440		Inception
HF00011935		Inception
HF00012594		Inception
HF00013344		Inception
HF00013839		Inception
HF00014258		Inception
HF00014579		Inception
HF00014868		Inception
HF00015503		Inception
HF00015759		Inception
HF00016786		Inception
HF00017736		Inception
HF00018267		Inception
HF00018766		Inception
HF00020870		Inception
HF00022913		Inception
HF00023619		Inception
HF00037726		Inception
HF00073380		Inception
HF00076050		Inception
HF00077503		Inception
HF00078568		Inception
HF00078716		Inception
HF00078824		Inception
HF00079854		Inception
HF00080054		Inception
HF00080248		Inception
HF00080514		Inception
HF00080547		Inception
HF00081197		Inception
HF00081543		Inception
HF00082212		Inception
HF00082253		Inception
HF00082267		Inception
HF00083059		Inception
HF00084225		Inception
HF00084572		Inception
HF00084725		Inception
HF00085382		Inception
HF00000516		Jonah Hex
HF00003199		Jonah Hex
HF00005145		Jonah Hex
HF00006501		Jonah Hex

Bates Number of Hotfile User Email	URL in 'Last DL' Field of Hotfile User Email Also Identified by Plaintiffs' as Infringing in Response to Hotfile's Interrogatory No. 1	Plaintiff Work Infringed
HF00009322		Jonah Hex
HF00010723		Jonah Hex
HF00013095		Jonah Hex
HF00015691		Jonah Hex
HF00019906		Jonah Hex
HF00019913		Jonah Hex
HF00030828		KILLING, THE
HF00030829		KILLING, THE
HF00031196		KILLING, THE
HF00032191		KILLING, THE
HF00068287		Kyle XY
HF00074475		Kyle XY
HF00006479		Lake House
HF00022659		Last Samurai
HF00079711		Last Song, The
HF00018762		Life As We Know It
HF00025662		Life As We Know It
HF00027820		Life As We Know It
HF00028653		Life As We Know It
HF00030195		Life As We Know It
HF00035798		Life As We Know It
HF00001092		Life As We Know It
HF00011383		Lost
HF00061062		Lost
HF00065923		Lost
HF00067317		Lost
HF00067583		Lost
HF00067639		Lost
HF00069192		Lost
HF00070330		Lost
HF00070355		Lost
HF00070607		Lost
HF00070660		Lost
HF00072077		Lost
HF00072510		Lost
HF00081214		Lost
HF00073238		MARMADUKE
HF00075847		MARMADUKE
HF00082256		MARMADUKE
HF00082937		MARMADUKE
HF00029460		Matrix
HF00023968		Matrix Reloaded
HF00008182		Memoirs of a Geisha
HF00006240		Mentalist
HF00006751		Mentalist
HF00010386		Mentalist
HF00010884		Mentalist
HF00013039		Mentalist
HF00014010		Mentalist
HF00014016		Mentalist
HF00014114		Mentalist
HF00014115		Mentalist
HF00014117		Mentalist
HF00014118		Mentalist
HF00014119		Mentalist
HF00014125		Mentalist
HF00014238		Mentalist
HF00017214		Mentalist
HF00018356		Mentalist
HF00021716		Mentalist
HF00021882		Mentalist
HF00024673		Mentalist
HF00029507		Mentalist
HF00029811		Mentalist
HF00031958		Mentalist
HF00032155		Mentalist
HF00033048		Mentalist
HF00033925		Mentalist
HF00033928		Mentalist

Bates Number of Hotfile User Email	URL in 'Last DL' Field of Hotfile User Email Also Identified by Plaintiffs' as Infringing in Response to Hotfile's Interrogatory No. 1	Plaintiff Work Infringed
HF00033934		Mentalist
HF00047139		Mentalist
HF00063186		Mentalist
HF00068930		Mentalist
HF00069839		Mentalist
HF00070778		Mentalist
HF00072078		Mentalist
HF00014073		Million Dollar Baby
HF00014172		Million Dollar Baby
HF00014489		Million Dollar Baby
HF00007547		Moulin Rouge 2001
HF00011721		Munich
HF00017520		No Ordinary Family
HF00019821		No Ordinary Family
HF00002643		Northern Exposure
HF00004785		Office
HF00009820		Office
HF00013860		Office
HF00017537		Office
HF00018297		Office
HF00027067		Office
HF00033507		Office
HF00034566		Office
HF00079017		Office
HF00003009		Old Dogs
HF00000451		OTHER GUYS
HF00000502		OTHER GUYS
HF00001468		OTHER GUYS
HF00001683		OTHER GUYS
HF00002973		OTHER GUYS
HF00011832		OTHER GUYS
HF00015716		OTHER GUYS
HF00016754		OTHER GUYS
HF00020017		OTHER GUYS
HF00020363		OTHER GUYS
HF00020381		OTHER GUYS
HF00022837		OTHER GUYS
HF00027582		OTHER GUYS
HF00081946		OTHER GUYS
HF00083251		OTHER GUYS
HF00084877		OTHER GUYS
HF00084897		OTHER GUYS
HF00084920		OTHER GUYS
HF00085177		OTHER GUYS
HF00005105		PREDATORS
HF00005245		PREDATORS
HF00005335		PREDATORS
HF00005919		PREDATORS
HF00006320		PREDATORS
HF00006444		PREDATORS
HF00007411		PREDATORS
HF00007825		PREDATORS
HF00007826		PREDATORS
HF00008101		PREDATORS
HF00012766		PREDATORS
HF00076571		PREDATORS
HF00076789		PREDATORS
HF00077812		PREDATORS
HF00078545		PREDATORS
HF00082427		PREDATORS
HF00023789		Pretty Little Liars
HF00030666		Pretty Little Liars
HF00035305		Pretty Little Liars
HF00083603		Pretty Little Liars
HF00071903		Princess and The Frog
HF00001260		Psych
HF00077268		Psych
HF00079454		Psych
HF00080816		Psych

Bates Number of Hotfile User Email	URL in 'Last DL' Field of Hotfile User Email Also Identified by Plaintiffs' as Infringing in Response to Hotfile's Interrogatory No. 1	Plaintiff Work Infringed
HF00037007		Pursuit Of Happyness
HF00079351		REBOUND
HF00000908		Robin Hood
HF00000969		Robin Hood
HF00001558		Robin Hood
HF00001582		Robin Hood
HF00001618		Robin Hood
HF00001699		Robin Hood
HF00002079		Robin Hood
HF00002339		Robin Hood
HF00003633		Robin Hood
HF00006200		Robin Hood
HF00009593		Robin Hood
HF00010963		Robin Hood
HF00016330		Robin Hood
HF00071824		Robin Hood
HF00074528		Robin Hood
HF00075699		Robin Hood
HF00076277		Robin Hood
HF00084172		Robin Hood
HF00033228		Royal Pains
HF00033379		Royal Pains
HF00034654		Royal Pains
HF00000642		SALT
HF00001528		SALT
HF00002652		SALT
HF00002654		SALT
HF00004156		SALT
HF00005517		SALT
HF00011107		SALT
HF00015931		SALT
HF00016371		SALT
HF00016372		SALT
HF00016495		SALT
HF00016593		SALT
HF00017682		SALT
HF00019390		SALT
HF00022418		SALT
HF00023100		SALT
HF00025109		SALT
HF00025291		SALT
HF00033987		SALT
HF00038469		SALT
HF00071089		SALT
HF00072323		SALT
HF00075059		SALT
HF00078914		SALT
HF00079027		SALT
HF00079694		SALT
HF00080224		SALT
HF00080319		SALT
HF00081723		SALT
HF00081777		SALT
HF00082379		SALT
HF00082555		SALT
HF00082984		SALT
HF00083064		SALT
HF00083181		SALT
HF00083250		SALT
HF00084015		SALT
HF00084268		SALT
HF00084308		SALT
HF00084713		SALT
HF00085111		SALT
HF00085141		SALT
HF00085251		SALT
HF00003726		Saturday Night Live
HF00002224		Scott Pilgrim vs. The World
HF00003467		Scott Pilgrim vs. The World

Bates Number of Hotfile User Email	URL in 'Last DL' Field of Hotfile User Email Also Identified by Plaintiffs' as Infringing in Response to Hotfile's Interrogatory No. 1	Plaintiff Work Infringed
HF00007907		Scott Pilgrim vs. The World
HF00007919		Scott Pilgrim vs. The World
HF00075428		Scrubs
HF00061049		Secret Life of the American Teenager
HF00022853		Secretariat
HF00023507		Secretariat
HF00023634		Secretariat
HF00031955		Secretariat
HF00027533		SENTINEL
HF00007335		Serenity
HF00007356		SIMPSONS
HF00016519		SIMPSONS
HF00017030		SIMPSONS
HF00017414		SIMPSONS
HF00019060		SIMPSONS
HF00020018		SIMPSONS
HF00020259		SIMPSONS
HF00020400		SIMPSONS
HF00031816		SIMPSONS
HF00065565		SIMPSONS
HF00069985		SIMPSONS
HF00072556		SIMPSONS
HF00073992		SIMPSONS
HF00073993		SIMPSONS
HF00073994		SIMPSONS
HF00074090		SIMPSONS
HF00076852		SIMPSONS
HF00081159		SIMPSONS
HF00083194		SIMPSONS
HF00011478		Smallville
HF00011669		Smallville
HF00022553		Smallville
HF00076640		Smallville
HF00084478		Smallville
HF00014498		Snatch
HF00014806		Snatch
HF00014829		Snatch
HF00014850		Snatch
HF00003698		SONS OF ANARCHY
HF00006231		SONS OF ANARCHY
HF00009031		SONS OF ANARCHY
HF00009928		SONS OF ANARCHY
HF00010269		SONS OF ANARCHY
HF00011884		SONS OF ANARCHY
HF00013112		SONS OF ANARCHY
HF00017961		SONS OF ANARCHY
HF00018182		SONS OF ANARCHY
HF00018849		SONS OF ANARCHY
HF00022679		SONS OF ANARCHY
HF00004268		Sorcerer's Apprentice
HF00007846		Sorcerer's Apprentice
HF00008610		Sorcerer's Apprentice
HF00013937		Sorcerer's Apprentice
HF00014910		Sorcerer's Apprentice
HF00015279		Sorcerer's Apprentice
HF00015321		Sorcerer's Apprentice
HF00020537		Sorcerer's Apprentice
HF00067900		Sorcerer's Apprentice
HF00068946		Sorcerer's Apprentice
HF00076790		Sorcerer's Apprentice
HF00079695		Sorcerer's Apprentice
HF00080833		Sorcerer's Apprentice
HF00010576		State of Play
HF00033333		Stealth
HF00064972		SUNSHINE
HF00032223		SUPERBAD
HF00001637		Swordfish
HF00000612		Tarzan
HF00010842		Three Kings

Bates Number of Hotfile User Email	URL in 'Last DL' Field of Hotfile User Email Also Identified by Plaintiffs' as Infringing in Response to Hotfile's Interrogatory No. 1	Plaintiff Work Infringed
HF00006115		Town
HF00018083		Town
HF00018530		Town
HF00018970		Town
HF00021185		Town
HF00024635		Town
HF00026236		Town
HF00026523		Town
HF00029606		Town
HF00019827		Tron
HF00023128		Tron
HF00023239		Tron
HF00023848		Tron
HF00023851		Tron
HF00026059		Tron
HF00026167		Tron
HF00026685		Tron
HF00026911		Tron
HF00026975		Tron
HF00033223		Tron
HF00033577		Tron
HF00034905		Tron
HF00005987		Troy
HF00033003		UNIT
HF00018951		Vampire Diaries
HF00071752		Wanted
HF00081680		Wanted
HF00003906		Watchmen
HF00021509		Wizards of Waverly Place
HF00066827		X-Files
HF00031653		Yogi Bear
HF00018571		You Again

Yeh Exhibit 28

From: Hotfile Corp <hotfile.general@gmail.com>
Sent: Tuesday, February 16, 2010 3:18 AM
To: [REDACTED] <[REDACTED]>
Subject: Re: Can\\\'t download file: Hotfile ([REDACTED], [REDACTED])

Dear Sir,

I just tried to do the same with the same file and there is no problem, please contact us if the problem is still available. Thank you.

Best Regards,
Support
Hotfile.com

On Tue, Feb 16, 2010 at 4:38 AM, <[REDACTED]> wrote:

Message sent from user with mail - [REDACTED]:
Reason: I have technical issues with downloading
Username: [REDACTED]
Rank: Silver
Status: Premium

lastdl: http://hotfile.com/dl/15608663/928c9b8/SolidWorks_2010r.part12.rar
ip: 66.41.173.[REDACTED]
URL: hotfile.com/dl/15607024/74dafec/SolidWorks_2010r.part03.rar

I am trying to download a series of files, including the following:

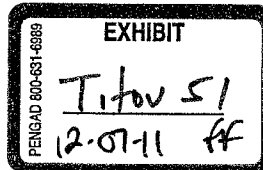
hotfile.com/dl/15607024/74dafec/SolidWorks_2010r.part03.rar

but I get a message stating that it cannot be downloaded.

Is there a \\\'typo\\\' in the URL? Can you tell me how to download it?

Thanks!

--
Best regards,
Support
Hotfile.com



HF00040345

From: [REDACTED]
Sent: Tuesday, December 07, 2010 7:44 AM
To: support@hotfile.com
Subject: RE: premium page not found: Hotfile [REDACTED]

yes i logged in and then tried to download it but it transferred me to a page not found.

premium Url :
[REDACTED]

error on the page : 404 Not Found
[REDACTED]

From: support@hotfile.com
Date: Tue, 7 Dec 2010 14:28:03 +0200
Subject: Re: premium page not found: Hotfile [REDACTED]
To: [REDACTED]

Did you logged as premium user first?
You must be logged as premium and then to copy/paste links in browser window.

On Tue, Dec 7, 2010 at 2:26 PM, <[REDACTED]> wrote:
Message sent from user with mail - [REDACTED]
Reason: I found error/bug in your site and want to report it
Username: [REDACTED]
Rank: Silver
Status: Premium
Suspended: No
Remove premium: No

lastdl: [REDACTED]
ip: 119.156.51 [REDACTED]
URL: [REDACTED]

Hello,
i m a premium user n im trying to download from the below link but after clicking download button, page not found appears
[REDACTED]

thanku
bye

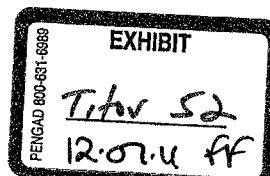
--
Hotfile.com

Check our Xmas most funny pic contest!

Support: <http://hotfile.com/contacts.html>

1

CONFIDENTIAL



HF01990289

Help/FAQ:<http://hotfile.com/help.html>
Facebook:<http://facebook.com/HotfileCorp>

From: hotfile.mailbox@gmail.com on behalf of HotFile Corp [support@hotfile.com]
Sent: Sunday, February 06, 2011 12:39 PM
To: [REDACTED]
Subject: Re: Download Speed Problem . see attached 2 x correspondence below

Hello,

Sorry for inconvenience, could you make a tracert to hotfile.com and send us the results?

Running a Traceroute on Windows XP:

- 1) Go to Start (start button on the lower left of the desktop)
- 2) Choose 'Run'
- 3) Type: "cmd" (no quotes)
- 4) This should bring up a DOS prompt. Once there, type: "tracert hotfile.com" (without quotes)

This should result in a series of hops from your computer to the server you are tracing to.

You should send us also your IP (address) - you can check it here <http://whatismyip.com>

Regards,

On Sun, Feb 6, 2011 at 6:20 PM, [REDACTED] <[REDACTED]> wrote:

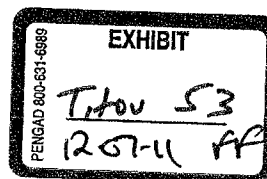
> =====
> Login: [REDACTED]
> Password: [REDACTED]
> =====

Hi, I've been onto your contacts page read faq and followed your instructions, results are below.
There is no link to contact you direct from there so I'm having to do a separate email again.

Results;

Speedtest website; 4836 kbps
Data Bin download; 450 kbps average

Slow link examples [REDACTED]



Today these links are 15 kbps for me and yesterday they were only 2-4 kbps so I gave up downloading them! Nothing else is downloading/uploading at the same time, and I have no issues with rapidshare/uploaded which I also use. Your data Bin was downloaded very fast so my Isp has no issues too.

Could you please look into this and let me know asap?

Many thanks [REDACTED]

Dear users and premium customers of Hotfile.com,

To improve respond time and to track every your request/problem starting from today you should send us emails only through our contact form:

<http://hotfile.com/contacts.html>

You must be logged in your Hotfile account (if you have) and it is very important to use proper subject, for example:

"I can't login with with my user/pass?"

and follow given instructions when you select proper subject.

Please notice direct emails won't be processed!

Please read our FAQ & News, before contacting us. You may find your question/problem answered already.

Please notice emails with questions answered already in our FAQ/Affiliate/News section won't be processed.

Regards,
Hotfile Support Dep.

From: [REDACTED]
To: support@hotfile.com
Subject: RE: Hotfile.com premium account details
Date: Sat, 5 Feb 2011 19:39:42 +0000

Hi, thanks for my confirmation email. I am having no problem with actual downloading however I'm getting

really slow speeds. my internet connection is ok & other servers I use regularly (rapidshare/uploaded) are working fast as normal.

Could you have a look for me please & let me know asap?

Regards [REDACTED]

> To: [REDACTED]
> Subject: Hotfile.com premium account details
> From: support@hotfile.com
> Date: Sat, 5 Feb 2011 10:22:42 -0600

> Dear customer,

> Thank you for your purchase. Your Premium account has been activated and you can now download data easily and without waiting. Please ensure that your browser accepts cookies.

> =====

> Login: [REDACTED]

> Password: [REDACTED]

> =====

> Best regards,

> hotfile.com

--

Hotfile.com

Support: <http://hotfile.com/contacts.html>
Help/FAQ: <http://hotfile.com/help.html>

From: [REDACTED]
Sent: Wednesday, December 08, 2010 11:32 AM
To: support@hotfile.com
Subject: Fw: Re: Hotfile.com premium account slow...
Attachments: Capture.PNG

Dear Sir/Madam

As I have not had a reply and your company have not been supplying me a service for the past 2 weeks please can I have a refund.

I am reaching speeds of 500kbps as a free user with fileserve.com and the fastest I can currently get with your premium service is 10kbps.

Please can the refund be processed asap.

Many Thanks

[REDACTED]
--- On Thu, 2/12/10, [REDACTED] <[REDACTED]> wrote:

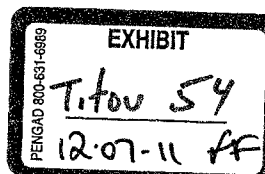
From: [REDACTED] <[REDACTED]>
Subject: Re: Hotfile.com premium account slow...
To: "HotFile Corp" <support@hotfile.com>
Date: Thursday, 2 December, 2010, 17:17

Hi,

Please find attached the results your requested, I have tried downloading from your servers once again and i'm getting less then 8kbps.

Tracing route to hotfile.com [199.7.177.244]
over a maximum of 30 hops:

1	<1 ms	<1 ms	<1 ms	api.home [192.168.1.254]
2	7 ms	7 ms	7 ms	217.32.145.233
3	8 ms	8 ms	9 ms	217.32.146.46
4	11 ms	11 ms	11 ms	213.120.181.86
5	11 ms	11 ms	11 ms	213.120.179.50
6	12 ms	11 ms	12 ms	213.120.179.182
7	11 ms	11 ms	11 ms	acc2-10GigE-3-3-0.sf.21cn-ipp.bt.net [109.159.25 1.219]
8	18 ms	17 ms	17 ms	core1-te0-12-0-6.ilford.ukcore.bt.net [109.159.2 51.133]
9	21 ms	19 ms	19 ms	core1-pos0-7-0-9.ealing.ukcore.bt.net [62.6.201. 54]
10	36 ms	19 ms	19 ms	mgre.customer.bt.net [194.72.9.2]



11 19 ms 19 ms 19 ms t2c1-ge11-0-0.uk-eal.eu.bt.net [166.49.168.29]
12 19 ms 19 ms 19 ms t2c2-p3-0-0.uk-lon1.eu.bt.net [166.49.208.210]
13 19 ms 19 ms 20 ms t2a1-ge7-0-0.uk-lon1.eu.bt.net [166.49.135.110]

14 20 ms 19 ms 36 ms 166-49-211-34.eu.bt.net [166.49.211.34]
15 20 ms 19 ms 20 ms ldn-bb2-link.telia.net [80.91.251.14]
16 95 ms 94 ms 94 ms ash-bb1-link.telia.net [80.91.246.68]
17 107 ms 108 ms 153 ms atl-bb1-link.telia.net [213.248.80.142]
18 128 ms 139 ms 128 ms dls-bb1-link.telia.net [80.91.246.72]
19 137 ms 137 ms 137 ms lemuria-ic-140893-dls-bb1.c.telia.net [213.248.100.166]
20 129 ms 129 ms 129 ms w19.hotfile.com [199.7.177.244]

Trace complete.

Kind Regards

[REDACTED]

--- On Tue, 30/11/10, HotFile Corp <support@hotfile.com> wrote:

From: HotFile Corp <support@hotfile.com>
Subject: Re: Hotfile.com premium account slow...
To: [REDACTED] <[REDACTED]>
Date: Tuesday, 30 November, 2010, 19:32

Hello,

Sorry for inconvenience, could you make a tracert to hotfile.com and send us the results?

Running a Traceroute on Windows XP:

- 1) Go to Start (start button on the lower left of the desktop)
- 2) Choose 'Run'
- 3) Type: "cmd" (no quotes)
- 4) This should bring up a DOS prompt. Once there, type: "tracert hotfile.com" (without quotes)

This should result in a series of hops from your computer to the server you are tracing to.

On Tue, Nov 30, 2010 at 8:28 PM, [REDACTED] <[REDACTED]> wrote:
Dear Sir/Madam

Over the past 3 days my hotfile downloads have gone really slow e.g. 4kbps from originally 2mbps no matter which link I try to download.

The first few days with my account was great and I could download whatever I liked within minutes, but it now

takes days.

I have now tried over 50 links from different websites and all download at less than 10kbps

I am using a download manager and with other suppliers I can still get 4mbps.

An example of a link I'm now trying to download is a TV show:

[REDACTED]

or

[REDACTED]

It's downloading at 4kbps and is saying it will take another 27 hours.

The <http://w2.hotfile.com/data.bin> link on your website downloaded at an average of 4,7mbps and takes a few seconds to download.

Please let me know A.S.A.P how this can be resolved?

Many Thanks

[REDACTED]

--- On **Thu, 25/11/10, Hotfile.com** <support@hotfile.com> wrote:

From: Hotfile.com <support@hotfile.com>
Subject: Hotfile.com premium account details
To: [REDACTED]
Date: Thursday, 25 November, 2010, 14:24

Dear customer,

Thank you for your purchase. Your Premium account has been activated and you can now download data easily and without waiting. Please ensure that your browser accepts cookies.

=====
=====

Best regards,
hotfile.com

--

Hotfile.com

Support:<http://hotfile.com/contacts.html>

Help/FAQ:<http://hotfile.com/help.html>

News:<http://hotfile.com/news.html>

From: Hotfile Corp <hotfile.general@gmail.com>
Sent: Sunday, February 21, 2010 7:10 AM
To: [REDACTED] <[REDACTED]>
Subject: Re: I paid with paypal but did not receive username/password: Hotfile (1734279 [REDACTED])

Your account info was changed by someone!
Please keep your account info secure!
Someone read your email or got access to your computer!

Current account info is:

Username: [REDACTED]
Password: [REDACTED]

Please, login ASAP and change all info to yours!

--
Best regards,
Support
Hotfile.com

On Sun, Feb 21, 2010 at 5:09 PM, Hotfile Corp <hotfile.general@gmail.com> wrote:

Dear Sir,

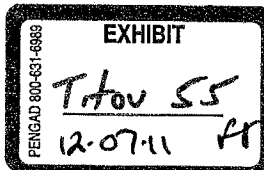
When this message was sent, you're logged in with your premium account!

On Sun, Feb 21, 2010 at 2:20 AM, [REDACTED] <[REDACTED]> wrote:

Message sent from user with mail - [REDACTED]:
Reason: I paid with PayPal but did not receive username/password?
Username: [REDACTED]
Rank: Silver
Status: Premium

lastdl: http://hotfile.com/dl/28627928/8ac559a/Danny_Darko-Disco_Revenge-ORX099-WEB-2010-UKHx.rar.html
ip: 93.163.57 [REDACTED]
URL:

I paid with paypal but did not receive username/password.. and I downloaded,, and couldent open the tune,,, all is wrong
Pls help me



HF00040796

Best regards,
Support
Hotfile.com

--
Best regards,
Support
Hotfile.com

From: hotfile.mailbox@gmail.com on behalf of HotFile Corp [support@hotfile.com]
Sent: Wednesday, January 19, 2011 3:09 AM
To: [REDACTED]
Subject: Re: slow download: Hotfile [REDACTED]

Hello!

When you download from our site, please be sure you don't make other downloads (for example from torrent sites, other downloads and etc). If you make multiple downloads from other sites/places all your download speed is shared between each download and this will cause you slow download from us.

Be sure also that you're logged and then to start download, because free users (or not logged) got capped download speed.

If you download through browser please notice your download speed could be limited due to browser settings. For high speed download it is always better to use any Download Manager program. For example:

<http://freedownloadmanager.org>
<http://jdownloader.org/download/index>

We don't limit download speed for our Premium users and if you download speed is slow this could be also your ISP issue.

If you still have slow download speed - please send us link you try to download and get slow download speed. We will check it asap.

For testing your download speed from our servers, please download this file:
<http://w2.hotfile.com/data.bin>
And report us what speed you get, we need this to check where could it be a problem.

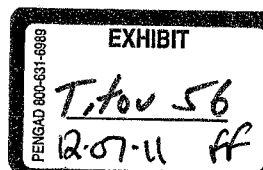
Also check your internet download speed here and report us what numbers you get:
<http://www.ip-adress.com/speedtest/>

Regards,

<http://www.hotfile.com>

On Tue, Jan 18, 2011 at 11:05 PM, <[REDACTED]> wrote:
Message sent from user with mail - [REDACTED]
Reason: I have technical issues with uploading
Username: [REDACTED]
Rank: Silver
Status: Premium
Suspended: No
Remove premium: No

lastdl: [REDACTED]



ip: 85.240.245 [REDACTED]
URL:

I download www.baixartv.com contained in, and have always been very fast lately and come to take 3 hours
?!?!?

I am paying for that?

--

Hotfile.com

Support: <http://hotfile.com/contacts.html>

Help/FAQ: <http://hotfile.com/help.html>

Facebook: <http://facebook.com/HotfileCorp>

--

From: Hotfile Corp <hotfile.general@gmail.com>
Sent: Wednesday, July 14, 2010 6:57 AM
To: [REDACTED] <[REDACTED]>
Subject: Re: Download not premium: Hotfile [REDACTED]

Dear Sir/Madame,

1. Please try to change your browser security levels.
2. Delete your browser cache.
3. Check your antivirus and firewall settings.
4. Try to log in again.

--
Best regards,
Support
Hotfile.com

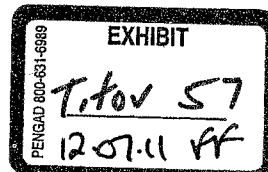
On Wed, Jul 14, 2010 at 12:34 AM, [REDACTED] > wrote:

Message sent from user with mail - [REDACTED]:
Reason: I have technical issues with downloading
Username: [REDACTED]
Rank: Silver
Status: Premium
Suspended: No
Remove premium: No

lastdl:
<http://hotfile.com/dl/54628290/30d7fcf/That.Evening.Sun.LiMiTED.DVDSCR.XviD-DoNE.part1.rar.html>
ip: 86.134.244. [REDACTED] GB
URL:

I have joined Hotfile for a month as a trial, but cannot download at Premium speed. The Hotfile Cookie has been set but is not working. Please sort it or refund.

--
Best regards,
Support
Hotfile.com



HF00050586

From: hotfile.mailbox@gmail.com on behalf of HotFile Corp [support@hotfile.com]
Sent: Friday, May 13, 2011 3:25 AM
To: [REDACTED]
Subject: Re: 500 Internal Server Error: Hotfile ([REDACTED])

Could you make a screenshot and send it to us?
On what page exactly did you see such an error?

On Wed, May 11, 2011 at 7:57 PM, <[REDACTED]> wrote:
Message sent from user with mail - [REDACTED]
Reason: I found error/bug in your site and want to report it
Username: [REDACTED]
Rank: Silver
Status: Free
Suspended: No
Remove premium: No

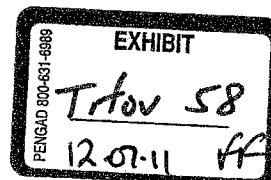
lastdl: [REDACTED]
ip: 24.193.226 [REDACTED] US
URL:

500 Internal Server Error
[REDACTED]

--

Hotfile.com

Support: <http://hotfile.com/contacts.html>
Help/FAQ: <http://hotfile.com/help.html>



From: Hotfile Corp <hotfile.general@gmail.com>
Sent: Tuesday, October 19, 2010 10:34 AM
To: [REDACTED] <[REDACTED]>
Subject: Re: Double payment: Hotfile [REDACTED], [REDACTED]

We're really sorry for all the troubles, but we have to know some information about your payment.

In order to identify your payment, we require your Email and at least one of the following information:

- The transaction code (ID) of PayPal; this is a 17 character code made up of letters and digits.
- The transaction ID - if you paid through SegPay (credit card).

The transactions ID can be found in your PayPal account or in payment confirmation email received from us.

Best regards,
Support
Hotfile.com

On Mon, Oct 18, 2010 at 6:25 PM, [REDACTED] <[REDACTED]> wrote:

Hi, this is the reply I get. I don't know why I'm being passed around like this. You could just refund it to me since it's obvious I've overpaid. This is very unprofessional

On Oct 18, 2010, at 8:04 AM, Segpay Billing Support wrote:

Dear Sir/Madam,

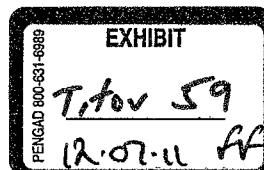
Thank you for contacting SegPay, a third party payment providers for many sites on the Internet.

About your concern, if the charge is coming from PayPal, you have to contact them directly as we are not affiliated to them.

If you have any additional questions or concerns, please contact us back.

Thank You,
[REDACTED] SegPay Billing Support

From: [REDACTED] [REDACTED]
Sent: Monday, October 18, 2010 10:53 AM
To: Segpay Billing Support
Subject: Hotfile double payment



HF00055626

Hi there, I just renewed my account for 3 months. but today i got charged again for 9 dollars because of recurring payments on paypal. i was wondering if you could refund me the 9 dollars since ive already renewed my accounts for 3 months? thanks

On Oct 18, 2010, at 7:52 AM, Hotfile Corp wrote:

Dear Sir/Madame,

Please send mail to help@secpay.com to cancel your monthly subscription.

--
Best regards,
Support
Hotfile.com

On Sat, Oct 16, 2010 at 7:01 AM, <[REDACTED]> wrote:

Message sent from user with mail - [REDACTED]:
Reason: General question
Username: [REDACTED]
Rank: Copper
Status: Premium
Suspended: No
Remove premium: No

lastdl:
http://hotfile.com/dl/74946708/20a15e5/Far_East_Movement-Free_Wired-2010.rar.html
ip: 97.93.105.[REDACTED] US
URL:

Hi there, I just renewed my account for 3 months. but today i got charged again for 9 dollars because of recurring payments on paypal. i was wondering if you could refund me the 9 dollars since ive already renewed my accounts for 3 months? thanks

--
Best regards,
Support
Hotfile.com

--
Best regards,
Support
Hotfile.com

From: [REDACTED] <[REDACTED]>
Sent: Tuesday, March 30, 2010 5:52 PM
To: Hotfile Corp <hotfile.general@gmail.com>
Subject: Re: restrictions: Hotfile ([REDACTED], [REDACTED])

Hello.. 150 GB? ????? I'm very confused??

150 GB is like 15-20 movies per day or more?

Currently I download (not everyday) around 4-5 GB per day or so. I don't even get 15-20 movies between Hotfiles, Rapidshares AND Megaupload AND superfastfiles!!!

I collect the links into my download manager and kind of TRY to GUESS at each and not go over 5GB per day..

What day did I ever take 150 GB?? If this has happened to my account.. then someone is HACKING INTO MY SHARES!!
And we then need to do something to find out who/how/when... is doing it?

I'm assuming that you are saying JUST DON'T DO IT RIGHT? Not that I am doing it?

Like today.. IT'S NOW 5:48 PM. For today...I JUST now took my first data. I am downloading 3 links (ONLY 3 BECAUSE YOU'VE ALREADY BLOCKED ME OUT!!)....

So today so far I've only used 400 MB!!! and the server is closing me out!!!

Are you saying that my account IS BEING USED TO MAX and/or OVER 150GB per day?
IF YOU ARE SAYING THIS..
THEN TELL ME WHAT I HAVE TO DO TO SECURE IT OKAY?
Take a look at the IP address!! Maybe they have hidden their IP address with Hide my IP address too??

In any case...let me know BECAUSE IT ISN'T ME USING ALL THAT!! And I know people steal it too!!

PLEASE WRITE ME BACK ASAP AND LET ME KNOW WHAT'S GOING ON OKAY? I MAY NEED TO GET A NEW ACCOUNT.. USER ID AND/OR PASSWORD.. ASAP!!!

I saw you're e-mail with the title and just when I went to START getting a file today.. THIS HAPPENED AGAIN!!
400MB... that's a far distance from 400MB to 150 GB!!

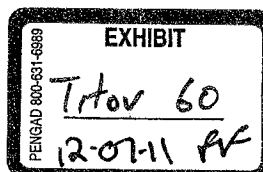
On Tue, Mar 30, 2010 at 3:38 AM, Hotfile Corp <hotfile.general@gmail.com> wrote:

Dear Sir,

Don't download more than 150gb per day and everything will be ok.That is all!

On Sun, Mar 28, 2010 at 9:25 PM, <[REDACTED]> wrote:

Message sent from user with mail - [REDACTED]:
Reason: I have technical issues with downloading
Username: [REDACTED]
Rank: Silver
Status: Premium
Suspended: No
Remove premium: No



HF00065741

lastdl:
http://hotfile.com/dl/34834217/b32afe8/Combination.part7.rar.html
ip: 68.4.121.201
URL:
http://hotfile.com/dl/34834217/b32afe8/Combination.part7.rar.html

Hello, can you check my account please?
Lately I can't even download a full movie or more than 5 links
before hotfiles seems to close the connection? Aren't we supposed to get
unlimited parallel downloads within our quota?

Also, I wrote a few weeks ago asking about quota too?? I try to stay
within it and since I'm busy using 4 accounts, sometimes I lose track. I can
tell w/ rapidshare because it crosses over to premium shares and I know when to
stop daily...

Here is says 0 used, 0 left, 0 quota??
How do I know when I'm over my daily limit?

Just want to do this right and not over use okay? Please reply and
let me know
more about how my account works?

Thank You [REDACTED]

--
Best regards,
Support
Hotfile.com

Yeh Exhibit 29

Yeh Exhibit 29 - Hotfile Personnel Downloads

Name	URL of Downloaded File	Title of Work	Description	Company	Classification	Notes
		PGP Desktop Professional v9.12	Encryption Software	Symantec	Highly Likely Infringing	http://forum.esoft.in/security-antispware/82440-gpg-desktop-professional-9-12-multilingual.html ; http://www.symantec.com/business/products/purchasing.jsp?pvld=desktop_pro_1&pid=pcat_info_risk_comp
		Flash2 Video Converter	Video Converter Software	Thundersoft	Highly Likely Infringing	http://www.flash2video.com/
		Cedar Rapids	Movie, only one part	Twentieth Century Fox Film Corporation	Highly Likely Infringing	http://www.imdb.com/title/tt1477837/
		MineCraft Mod	Modification for Minecraft Video Game	iChun	Highly Likely Infringing	http://www.monixr.com/id/NDE5NDQ2Mzk=/ ; http://www.minecraftforum.net/topic/199391-18119p5-portal-gun-v1-updated-to-prerelease/
		Leverage Season 4	Two subtitle files for episodes, and one video file of a behind the scenes documentary	Turner Network Television	Highly Likely Infringing	http://www.imdb.com/title/tt1103987/
		Private Magazine	Pdf images of Private Magazine	Private Media Group, Inc.	Highly Likely Infringing	http://www.porn-w.org/post/7002109.html ; http://en.wikipedia.org/wiki/Private_Media_Group
		Angel Dark - A - Threesome !	High Production Quality Porn Video	Angel Dark	Highly Likely Infringing	http://entnt.com/viewthread.php?tid=463182 ; 19m13s; http://www.angeldark.com/warning.html
		Indian Teen A	High Production Quality Porn Video	Indian	Highly Likely Infringing	http://www.filezoo.com/results/b62929a3f348e472/Indian-teen-anal ; 29m1s
		Black July	Professional Porn Video	Sirina	Highly Likely Infringing	http://www.pornbb.org/post/10584304.html ; http://www.sirina.tv/category/free-tag/porn
		Ellembi 8 Gega	Professional Arabic Movie	Rotana Studios	Highly Likely Infringing	http://webcache.googleusercontent.com/search?q=cache:HPz0Xks8u80I:ar-ar.facebook.com/permalink.php%3fstory_fbid%3D172878466069865%26id%3D144400795606934+http://hotfile.com/dl/85215469/3c2e542/MyEgY.CoM.El+Lemby+8+Giga.rmvb.html&cd=1&hl=en&ct=clnk&gl=us ; http://www.imdb.com/title/tt2210581/
		Shape Magazine	Pdf images from the magazine	Weider Publications, LLC	Highly Likely Infringing	http://www.shape.com/
		Desi beauty Soniya in Her First Hardcore Scene	High Production Quality Porn Video	Foreign	Highly Likely Infringing	34m30s
		Swimmeet, others	Erotic Comics by Nick Shadow	Nick shadow	Highly Likely Infringing	http://gay.pornbb.org/my-favorite-pics-t1065840.html
		Winter night	Themes for Windows, and other wallpapers	Fel-X	Highly Likely Infringing	http://www.topdg.com/29098-theme-for-windows-7-dark-blue-2011.html ; http://fel-x.deviantart.com/art/Winter-Night-185594595
		My Brother's Hot Friend	Professional Porn Video	La Touraine, Inc	Highly Likely Infringing	http://webcache.googleusercontent.com/search?q=cache:ATN2yhOg1HQj:www.mastiya.com/pics-n-vids-adult/1143138-gay-quality-video-dvdrip-movies-multi_links-27.html+http://hotfile.com/dl/96001784/ad3ee47/5703+Nikko+Alexander+%26+Trevo+r+Knight.mp4.html&cd=3&hl=en&ct=clnk&gl=us ; http://suite703.com/
		96094620.pid.wmv	Professional Porn Video	scorehd.com	Highly Likely Infringing	http://planetsuzy.org/archive/index.php/t-394236.html ; http://www.scorehd.com/

Yeh Exhibit 29 - Hotfile Personnel Downloads

Name	URL of Downloaded File	Title of Work	Description	Company	Classification	Notes
		Japanese Secret Projects	Book published by Ian Allan Publishing	Ian Allan Publishing	Highly Likely Infringing	http://www.ebook3000.com/Japanese-Secret-Projects--Experimental-Aircraft-of-the-IJA-and-IJN-1939-1945_128656.html ; http://www.amazon.com/Japanese-Secret-Projects-Experimental-1939-1945/dp/1857803175
		Nude Night Disco	Professional Nudes Video	hegre-art.com	Highly Likely Infringing	http://webcache.googleusercontent.com/search?q=cache:w06nO3q3q9oj:jetdl.com/download/6657/5ig2s+http://hotfile.com/dl/11797975/37deb1e/6657.rar.html&cd=1&hl=en&ct=clnk&gl=us;http://hegre-art.com/
		Monster Origami	Pdf file containing the book published by Sterling	Sterling	Highly Likely Infringing	http://thewarezscene.org/forums/monster-origami-t4173289.html ; http://www.amazon.com/Monster-Origami-Duy-Nguyen/dp/140274014X
		After Wild Collage Party	Professional Porn Video	collegefuckfest.com	Highly Likely Infringing	http://translate.google.com/translate?hl=en&sl=ar&u=http://3at3ot.com/archive/index.php/t-39015-p-2.html&ei=agI8T5LOOM260QG9opyRCw&sa=X&oi=translate&ct=result&resnum=2&ved=0CCQQ7gEwAAQ&prev=/search%3Fq%3Dhttp://hotfile.com/dl/71956171/54acf1/AfterWildCollageParty.zip.html%26hl%3Den%26biw%3D1680%26bih%3D949%26prmd%3Dmvns;http://collegefuckfest.com/
		Origami Alpine Flowers	Book by Yoshohide Momotani	Ishizue Publishers	Highly Likely Infringing	http://softarchive.net/blogs/ductit/origami_alpine_flowers.428645.html ; http://www.amazon.com/Origami-Alpine-Flowers-Yama-Japanese/dp/4900747041
		Origami to Astonish and Amuse	Pdf file containing the book published by Sterling	Sterling	Highly Likely Infringing	http://www.amazon.com/Origami-Astonish-Amuse-Jeremy-Shafer/dp/0312254040
		Wp-Style	Wordpress themes and web design	themeforest.net	Highly Likely Infringing	http://themeforest.net/wiki/support/legal-terms/legal-user-terms-and-conditions/
		Vector Dandelion	Professional Vector Images for sale on Shutterstock.com	Shutterstock.com	Highly Likely Infringing	http://filenewz.com/download/15b95502c94122eec/Dandelion-Vector/ ; http://www.shutterstock.com/pic-58730014/stock-vector-vector-dandelion.html
		Origami - The Collection!	Copyrighted Origami Templates	Sy Chen, Others	Highly Likely Infringing	http://webcache.googleusercontent.com/search?q=cache:ZWDzKVT8aoEJ:artisonsuzum.wordpress.com/2011/02/23/48/+http://hotfile.com/dl/107027241/5910545/Origami-THETheCollection.rar.html&cd=1&hl=en&ct=clnk&gl=us
		Sapphic Erotica- Kimberly, Nicole & Anna	Professional porn	Sapphicerotica.com	Highly Likely Infringing	Sapphicerotica.com
		Sapphic Erotica- Kimberly, Nicole & Anna	Professional porn	Sapphicerotica.com	Highly Likely Infringing	Sapphicerotica.com
		Sapphic Erotica- Petra Short and Samantha on Balcony	Professional porn	Sapphicerotica.com	Highly Likely Infringing	Sapphicerotica.com
		Origami to Astonish and Amuse	Pdf file containing the book published by Sterling	Sterling	Highly Likely Infringing	http://www.fulldonanim.com/archive/index.php/t-69332.html ; http://www.amazon.com/Origami-Astonish-Amuse-Jeremy-Shafer/dp/0312254040
		Ashida Misuzu	Cover Art and part of a Video file from a professional Japanese Porn	Noah	Highly Likely Infringing	http://idols4u.mybisi.com/product/ashida-misuzu-noah-31
		Fabulous Oragami Boxes	Pdf file containing the book	Japan Publications Trading	Highly Likely Infringing	http://www.amazon.com/Fabulous-Origami-Boxes-Tomoko-Fuse/dp/0870409786

Yeh Exhibit 29 - Hotfile Personnel Downloads

Name	URL of Downloaded File	Title of Work	Description	Company	Classification	Notes
		3D Origami: Step-by-Step Illustrations	Pdf file containing the book	Japan Publications Trading	Highly Likely Infringing	http://www.yapimuhendisi.com/Forums-file-viewtopic-t-231.html ; http://www.amazon.com/3D-Origami-Step-Step-Illustrations/dp/4889960570
		Oni Chichi Vol. 1	Professional Anime Cartoon	Poro	Highly Likely Infringing	http://www.filesmap.com/file/UxSv/oni-chichi-vol-1-english-sub/oni-chichi-vol-1-english-sub-part1-rar/ ; http://www.amazon.com/Chichi-CENSORED-NON-SUBTITLED-DISC-ONLY/dp/B003THFV0U/ref=sr_1_1?s=movies-tv&ie=UTF8&qid=1323277448&sr=1-1
		Oni Chichi Vol. 1	Professional Anime Cartoon	Poro	Highly Likely Infringing	http://webcache.googleusercontent.com/search?q=cache:tLn2ZdZr9H8J:www.hentaia.rena.com/forum/index.php%3Faction%3Dprintpage%3Btopic%3D2632.0+http://hotfile.com/dl/110399653/c2af8d3/Oni+Chichi+Vol.+1+-+English+Sub+.part2.rar.html&cd=1&hl=en&ct=clnk&gl=us ; http://www.amazon.com/Chichi-CENSORED-NON-SUBTITLED-DISC-ONLY/dp/B003THFV0U/ref=sr_1_1?s=movies-tv&ie=UTF8&qid=1323277448&sr=1-1
		Oni Chichi Vol. 1	Professional Anime Cartoon	Poro	Highly Likely Infringing	http://webcache.googleusercontent.com/search?q=cache:tLn2ZdZr9H8J:www.hentaia.rena.com/forum/index.php%3Faction%3Dprintpage%3Btopic%3D2632.0+http://hotfile.com/dl/110405252/c57962f/Oni+Chichi+Vol.+1+-+English+Sub+.part3.rar.html&cd=1&hl=en&ct=clnk&gl=us ; http://www.amazon.com/Chichi-CENSORED-NON-SUBTITLED-DISC-ONLY/dp/B003THFV0U/ref=sr_1_1?s=movies-tv&ie=UTF8&qid=1323277448&sr=1-1
		Stock Vector Seamless Floral Patterns	Professional Vector Images for sale on Shutterstock.com	Shutterstock.com	Highly Likely Infringing	http://www.shutterstock.com/pic-71686570/stock-vector-elegance-seamless-floral-pattern-on-leaves-theme.html
		24 Nights (by Eric Clapton)	Music files from the album by Eric Clapton	Reprise / Wea	Highly Likely Infringing	http://www.amazon.com/24-Nights-Eric-Clapton/dp/B000002LN9
		FM-2062	Images and script from copyrighted estebanlozada.com	Personal Portfolio	Highly Likely Infringing	http://estebanlozada.com/ejemplo1/main.swf
		[Naoshi Onizuka] Lovable [2008-12-27] (loli manga)	Jpg files with images from the comic book	Akaneshinsha	Highly Likely Infringing	http://filegaga.com/fileinfo/68rmps ; http://www.akaneshinsha.co.jp/online/home/index.htm
		Perfect Blonde	Video from mydirtyhobby.com	Colbette Holdings Limited	Highly Likely Infringing	http://mydirtyhobby.com/
		Pilladas en la Calle	Video from putalocurax.com	Putalocurax.com	Highly Likely Infringing	http://javichuparadise.com/foros/archive/index.php/t-124165.html ; putalocurax.com
		82288176.pid.wmv	Video from myprincesslisa.com	http://myprincesslisa.com	Highly Likely Infringing	http://myprincesslisa.com/home.html
		Zane's Sex Chronicles	High Production Quality Porn Video (taken from rageroo-celebs.com)	Cinemax	Highly Likely Infringing	http://www.imdb.com/title/tt1242774/
		101901339.pid.wmv	Porn Video from schoolboysecrets.com	schoolboysecrets.com	Highly Likely Infringing	http://www.schoolboysecrets.com/
		Sila Sashin	Video clip taken from RTL chanel	RTL interactive GmbH	Highly Likely Infringing	http://webcache.googleusercontent.com/search?q=cache:KrcwUkn1Xh8J:filegaga.com/fileinfo/qkgghs+http://hotfile.com/dl/115322452/e2f9c23/sila_sashin3_canay.com.avi.html&cd=3&hl=en&ct=clnk&gl=us ; http://www.rtl.de/cms/index.html
		Free Bird, others	Rar containing music files including Freebird by Lynyrd Skynyrd	Geffen Records	Highly Likely Infringing	

Yeh Exhibit 29 - Hotfile Personnel Downloads

Name	URL of Downloaded File	Title of Work	Description	Company	Classification	Notes
[REDACTED]	[REDACTED]	Music Video	Professional Music Video by Leonid Rudenko	Be Yourself Music/IKRA	Highly Likely Infringing	http://www.myspace.com/leonidrudenko
[REDACTED]	[REDACTED]	The Wrap Up Show	Media file containing the Wrap up Show	Sirius XM Radio Inc	Highly Likely Infringing	http://www.howardstern.com/
[REDACTED]	[REDACTED]	Pro Audio Review	Pdf file containing the May 2011 issue of the Review	NewBay Media, LLC	Highly Likely Infringing	http://webcache.googleusercontent.com/search?q=cache:uB-ZazYz-sj:jetdl.com/download/par%2B201105/57tvo+http://hotfile.com/dl/118054542/977be96/par_201105.pdf.html&cd=2&hl=en&ct=clnk&gl=us; http://www.prosoundnetwork.com/index