

EXHIBIT 19

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 11-20427-WILLIAMS-TURNOFF

DISNEY ENTERPRISES, INC.,
TWENTIETH CENTURY FOX FILM
CORPORATION, UNIVERSAL CITY
STUDIOS PRODUCTIONS LLLP,
COLUMBIA PICTURES INDUSTRIES,
INC., and WARNER BROS.
ENTERTAINMENT INC.,

Plaintiffs,

vs.

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

Defendants.

AND RELATED CROSS-ACTION.

HIGHLY CONFIDENTIAL - PURSUANT TO PROTECTIVE ORDER

VIDEOTAPED DEPOSITION OF BRAXTON PERKINS

PURSUANT TO FEDERAL RULE 30(b)(6)

Los Angeles, California

Friday, December 16, 2011

Reported by:
LORI SCINTA, RPR
CSR No. 4811

Job No. 178935B

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4 DISNEY ENTERPRISES, INC.,
5 TWENTIETH CENTURY FOX FILM
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9 INC., and WARNER BROS.
10 ENTERTAINMENT INC.,

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13 HOTFILE CORP., ANTON TITOV,
14 and DOES 1-10,

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18 _____

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20 Videotaped deposition of BRAXTON PERKINS,
21 pursuant to Federal Rule 30(b)(6), taken on behalf of
22 Defendants and Counterclaimant Hotfile Corp., at
23 633 West Fifth Street, Los Angeles, California,
24 beginning at 10:15 A.M. and ending at 7:16 P.M. on
25 Friday, December 16, 2011, before LORI SCINTA, RPR,
Certified Shorthand Reporter No. 4811.

1 APPEARANCES:

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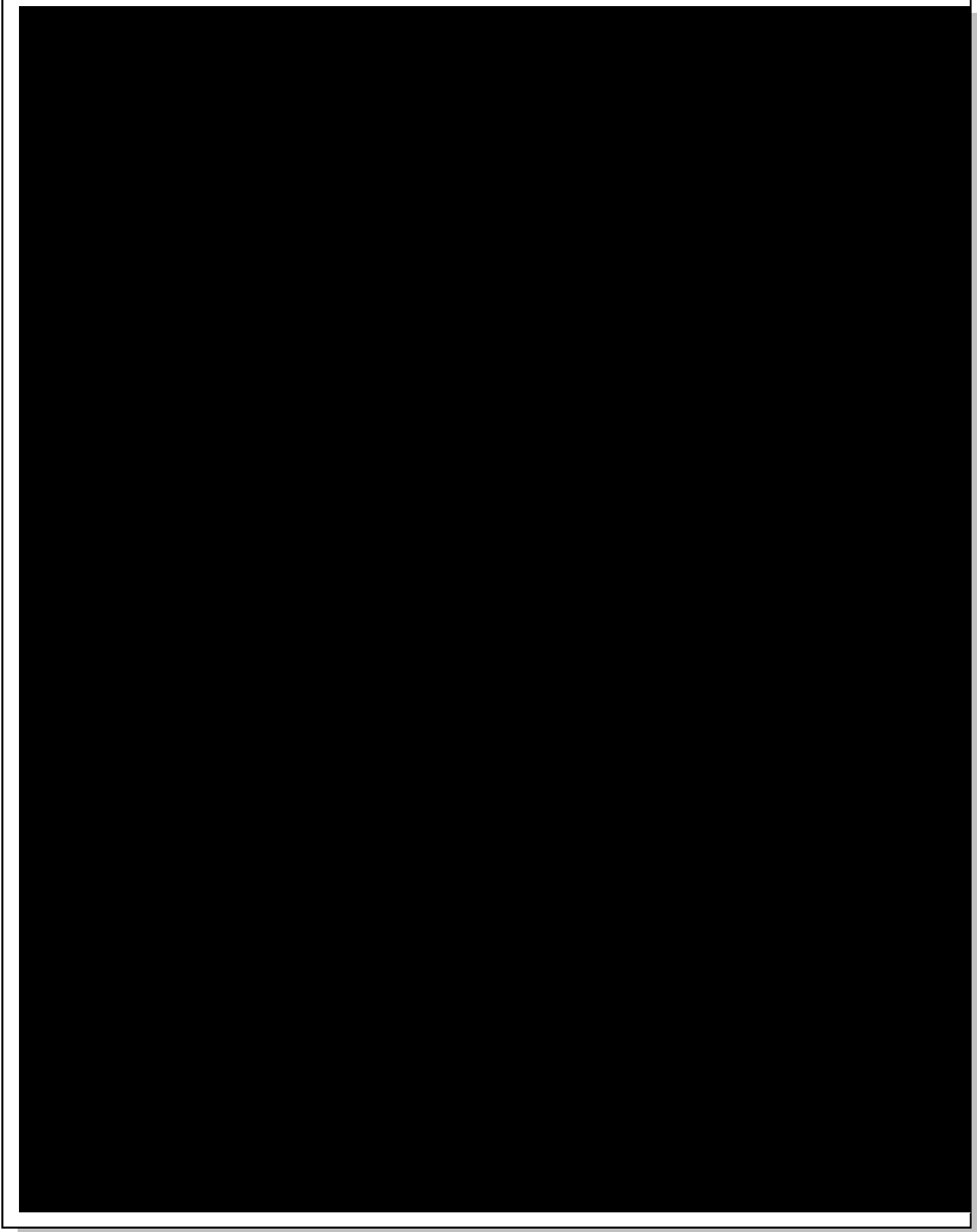
21 Videographer:

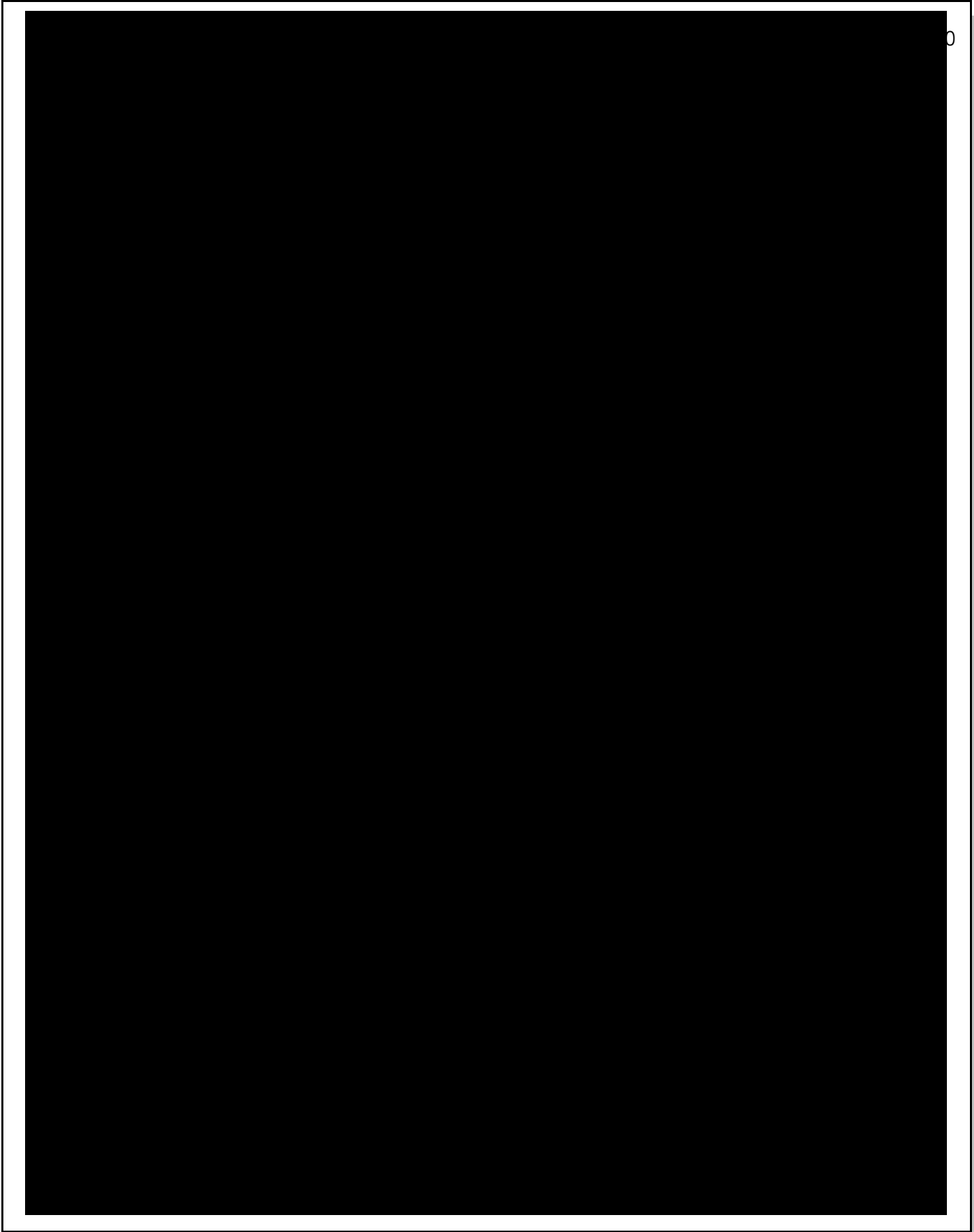
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HIGHLY CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER





04:04 1 MR. POZZA: Objection. Ambiguous.

04:04 2 THE WITNESS: Full-length content is almost
04:04 3 always under distribution agreements with partners and
04:04 4 usually behind a transactional apparatus or behind a
04:05 5 negotiated agreement involving advertising as associated
04:05 6 with a playback of the content.

04:05 7 So, yes, Universal would create agreements with
04:05 8 sites or distributors to have full-length content
04:05 9 available in commercially negotiated means.

04:05 10 BY MR. GUPTA:

04:05 11 Q Does Universal post or allow others to post its
04:05 12 content on the Internet for free? And I'm talking about
04:05 13 full-length content here.

04:05 14 MR. POZZA: Objection --

04:05 15 BY MR. GUPTA:

04:05 16 Q In other words, making it --

04:05 17 Sorry. Go ahead.

04:05 18 MR. POZZA: I was going to object. Ambiguous
04:05 19 and compound.

04:05 20 BY MR. GUPTA:

04:05 21 Q Does Universal -- I'll cure.

04:05 22 Does Universal permit sites other than
04:05 23 Universal-branded sites to host Universal full-length
04:05 24 content in a manner that users can access it for free?

04:06 25 MR. POZZA: Objection. Ambiguous.

04:06 1 THE WITNESS: Users accessing it for free would
04:06 2 to me imply that there was an advertising element to the
04:06 3 consumer access, or if the marginal cost to a person was
04:06 4 sort of zero, that there may be a subscription element
04:06 5 to the consumer.

04:06 6 I am not aware of any instance or systematic
04:06 7 belief on the part of Universal where free full-length
04:06 8 content would be freely made available without
04:06 9 negotiations of commercial terms regarding either
04:06 10 transactional pricing to consumers or advertising
04:07 11 revenue or subscription revenue associated with the
04:07 12 consumers accessing full-length content.

04:07 13 BY MR. GUPTA:

04:07 14 Q Going back to trailers for a moment, does
04:07 15 Universal allow the downloading of trailers from the
04:07 16 Internet for some trailers?

04:07 17 MR. POZZA: Objection. Ambiguous.

04:07 18 THE WITNESS: I'm not aware of a specific
04:07 19 policy on downloading trailers. It is potentially
04:07 20 possible that under negotiated terms and conditions or
04:07 21 agreed-upon terms and conditions a marketing entity
04:07 22 would provide a file to a distribution partner. And if
04:07 23 that marketing group worked with that distribution
04:08 24 partner to enable a download, then that could be
04:08 25 happening.

04:08 1 I right here don't recall an example of that,
04:08 2 but I can't under oath tell you that categorically I'm
04:08 3 aware that that's never happened or -- because I'm not
04:08 4 fully aware of all the breadth of the deals that may
04:08 5 have taken place.

04:08 6 BY MR. GUPTA:

04:08 7 Q Does Universal object to an Internet user
04:08 8 transferring a trailer owned by Universal to another
04:08 9 Internet user?

04:08 10 MR. POZZA: Object as ambiguous, calling for a
04:08 11 legal conclusion and outside the scope of the notice.

04:08 12 THE WITNESS: I would imagine Universal would
04:08 13 object if the terms and conditions associated with the
04:08 14 marketing materials were being violated.

04:08 15 Again, if the terms and conditions associated
04:09 16 with the distribution of the marketing materials
04:09 17 contemplated that transfer, then we wouldn't object
04:09 18 because we would have put that into the agreement.

04:09 19 BY MR. GUPTA:

04:09 20 Q But where the terms and conditions are silent
04:09 21 on this, does Universal object?

04:09 22 MR. POZZA: Same objections and incomplete
04:09 23 hypothetical.

04:09 24 THE WITNESS: I'm not aware of them being
04:09 25 silent, and I think the objection would be something I

04:09 1 would route to the law department to review. I guess --
04:09 2 I probably wouldn't be in a position to opine the full
04:09 3 legal understanding of what would be "objectable" other
04:09 4 than my general business understanding that I've tried
04:09 5 to communicate about how we distribute marketing
04:09 6 materials.

04:09 7 BY MR. GUPTA:

04:09 8 Q Are you aware of any business arrangements in
04:10 9 which Universal has set up a deal such that it doesn't
04:10 10 object to a user transferring a trailer to another user?

04:10 11 MR. POZZA: Objection. Ambiguous, lacks
04:10 12 foundation, outside the scope of the notice.

04:10 13 THE WITNESS: I'm not aware of a specific
04:10 14 example where we -- Universal or an entity of Universal
04:10 15 created a marketing campaign that involved transfers,
04:10 16 point to point, user to user.

04:10 17 But, again, I can't attest that I'm fully aware
04:10 18 that that -- that I can confidently tell you that's
04:10 19 never happened. I don't know right now or recall an
04:10 20 example of when we would have. But if we did, again,
04:10 21 there would have been terms and conditions likely put in
04:11 22 place of that campaign.

04:11 23 BY MR. GUPTA:

04:11 24 Q Are you aware of any business arrangements in
04:11 25 which Universal set up the deal such that it expressly

04:11 1 prohibited a user from transferring a trailer to another
04:11 2 user?

04:11 3 MR. POZZA: Same set of objections.

04:11 4 THE WITNESS: I would not know if in the
04:11 5 agreement an express prohibition would have been written
04:11 6 or not.

04:11 7 My general business understanding is that the
04:11 8 terms and conditions would indicate whatever the desire
04:11 9 of the marketing group would be, and that if there was
04:11 10 the desire to not prohibit it, then that would be there;
04:11 11 and if the desire was to prohibit it, then it would be
04:11 12 in the agreement.

04:11 13 BY MR. GUPTA:

04:11 14 Q So the answer is: You are not aware of any
04:11 15 specific business arrangements set up such that users
04:11 16 were expressly prohibited from transferring?

04:12 17 MR. POZZA: Same set of objections, and asked
04:12 18 and answered.

04:12 19 THE WITNESS: I mean, I do -- I feel like
04:12 20 I'm -- I have answered the question.

04:12 21 I don't -- again, I -- I -- I'm not aware of
04:12 22 the full breadth of all the marketing campaigns and the
04:12 23 terms and conditions for any and all content.

04:12 24 It's possible that some agreements might
04:12 25 expressly prohibit it. It's possible some may expressly

04:12 1 allow it. But I'm just -- I'm not aware of examples of
04:12 2 either of those, nor am I aware of the full breadth of
04:12 3 the deals going through.

04:12 4 BY MR. GUPTA:

04:12 5 Q Has Universal ever posted a file on a
04:13 6 cyberlocker?

04:13 7 MR. POZZA: Object as ambiguous and outside the
04:13 8 scope of the notice to the extent it involves sites
04:13 9 other than Hotfile.

04:13 10 THE WITNESS: I guess you'd have to define
04:13 11 "cyberlocker" for me in order for me to accurately try
04:13 12 and answer that question.

04:13 13 BY MR. GUPTA:

04:13 14 Q Okay. Let's start with Hotfile.

04:13 15 Has Universal ever posted a file on Hotfile?

04:13 16 A I am not aware of any instance where a company
04:13 17 account or an agent of the company acting at the
04:13 18 direction of the company uploaded something to Hotfile.

04:14 19 Q What's your understanding of what is digital
04:14 20 fingerprinting?

04:14 21 A Digital printer -- fingerprinting is a
04:14 22 technology that allows for automatic content
04:14 23 recognition.

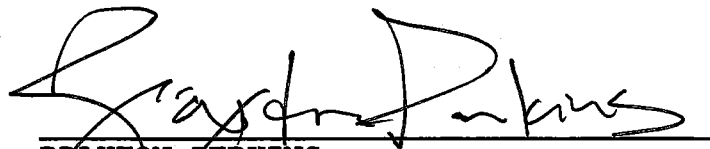
04:14 24 Q Can you tell me what it does?

04:14 25 MR. POZZA: I'll object to this -- this line of

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I, BRAXTON PERKINS, 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, or attached hereto; that my testimony as contained herein, as corrected, is true and correct.

EXECUTED this 17th day of January,
2010, at Universal City, CA.
(City) (State)


BRAXTON PERKINS

1

2 I, the undersigned, a Certified Shorthand
3 Reporter of the State of California, do hereby certify:

4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth; that
6 any witnesses in the foregoing proceedings, prior to
7 testifying, were duly sworn; that a record of the
8 proceedings was made by me using machine shorthand
9 which was thereafter transcribed under my direction;
10 that the foregoing transcript is a true record of the
11 testimony given.

12 Further, that if the foregoing pertains to
13 the original transcript of a deposition in a Federal
14 Case, before completion of the proceedings, review of
15 the transcript [x] was [] was not requested.

16 I further certify I am neither financially
17 interested in the action nor a relative or employee
18 of any attorney or party to this action.

19 IN WITNESS WHEREOF, I have this date
20 subscribed my name.

21

22 Dated: 12-20-11

23

24

25



Lori Scinta

LORI SCINTA, RPR
CSR No. 4811