

9/24/2009 Hauprich, Keith

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UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

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THE FOOTBALL ASSOCIATION PREMIER )  
LEAGUE LIMITED, BOURNE CO., et al., )  
on behalf of themselves and all )  
others similarly situated, )

Plaintiffs, )

vs. )

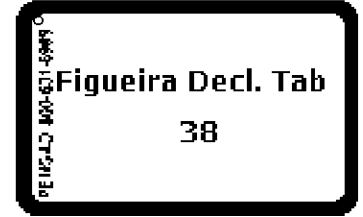
) NO. 07-CV-3582

YOUTUBE, INC., YOUTUBE, LLC, and )  
GOOGLE, INC., )  
Defendants. )

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VIDEOTAPED DEPOSITION OF  
KEITH HAUPRICH  
NEW YORK, NEW YORK  
THURSDAY, SEPTEMBER 24, 2009

BY: REBECCA SCHAUMLOFFEL  
JOB NO. 17720



1 KEITH HAUPRICH 38-0002

2 you referred to as that Agreement?

3 Q. What is your understanding  
4 -- do you remember what this form was,  
5 as referenced in the February 20, 2008  
6 E-mail?

7 MR. HART: Look at Exhibit 6  
8 again. That's what you are  
9 referring to right now, right,  
10 Exhibit 6?

11 MR. JACOVER: Exhibit 6,  
12 yes.

13 A. I do. It is my  
14 understanding that the form is the  
15 non-negotiable boilerplate Pro Forma  
16 Content ID and Management Agreement  
17 that was attached with the February 20,  
18 2008 Agreement.

19 Q. Did YouTube ever tell you  
20 that it was non-negotiable?

21 A. Pursuant to their actions of  
22 ignoring my letter dated April 23rd  
23 until January of 2009, by their failure  
24 to negotiate this with me in good faith  
25 for more than two years, their

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KEITH HAUPRICH

38-0003

performance has certainly told me it is non-negotiable.

Q. Did YouTube ever actually tell you that this form is not negotiable or you must sign as is?

MR. HART: I will object to the form and prior testimony.

A. Reading the E-mail to Miss White, "Please complete this form and then return to us via fax." Doesn't say please, I am submitting this for your review and consideration. Please contact me if you have any questions or would like to otherwise discuss including any comments, changes or requested provision.

Q. Let's make sure we are talking about the same thing. The form being the Content Identification Management Agreement that was sent to you, correct?

MR. HART: Let's refer to Bates number within the exhibit just so -- because you are making