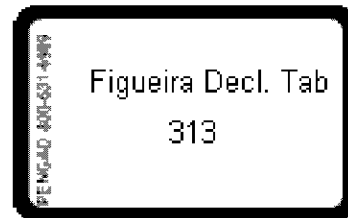


1/21/2009 Berrocal, Marco



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES DISTRICT COURT
 FOR THE SOUTHERN DISTRICT OF NEW YORK

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

vs.) Case No. 07CV3582

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

VIDEOTAPE DEPOSITION OF MARCO BERROCAL
 NEW YORK, NEW YORK
 WEDNESDAY, JANUARY 21, 2009

REPORTED BY:
 ERICA RUGGIERI, CSR, RPR
 JOB NO: 16343

1 BEROCAL

2 Q. And how about Murbo, do you know
3 how long that's been in existence?

4 A. No, I don't know, specifically.

5 Q. Were they -- was International
6 Music Company in existence when you joined
7 Bourne in the 1993, 1994 time period?

8 A. Yes.

9 Q. How about Murbo, was that
10 already in existence when you started with
11 Bourne?

12 A. Yes.

13 Q. Let's go back to Bourne for a
14 minute.

15 Does Bourne generate revenue
16 from its music publishing business?

17 A. Yes.

18 Q. Can you explain to me the
19 sources of the revenue that Bourne
20 generates, in the course of its business?

21 A. In the course of its music
22 publishing business, we generate revenue
23 by licensing music out for use. Also we
24 sell sheet music, so in a sense we sell a
25 product, specific product to individuals

1 BEROCAL

2 or -- as another revenue stream.

3 Q. Can you tell me approximately
4 how much, percentagewise, of Bourne's
5 total revenues are -- come from the
6 licensing of the music portion of the
7 business?

8 MR. HART: I'm going to object
9 to the form of that.

10 A. No.

11 MR. HART: Terri, you mean as
12 opposed to rental side?

13 MS. MAZUR: No, as opposed to
14 the sheet music side.

15 MR. HART: You can try.

16 A. No.

17 MR. HART: Can you --

18 Q. If you can or you can't.

19 MR. HART: With that
20 clarification, are you able to answer
21 it or not?

22 A. All I could say is it's a lot
23 more.

24 Q. The licensing side of the
25 business?

1 BEROCAL

2 Q. Do you have any understanding of
3 what the term "reposted" means, as it's
4 been used in Exhibit A to Bourne's second
5 amended class action complaint?

6 A. That there was a take-down
7 notice was sent and that after being taken
8 down, the video was put back on or
9 reappeared on YouTube.

10 Q. And the take-down notice was
11 sent by or on behalf of Bourne; is that
12 correct, to YouTube --

13 MR. HART: Object to form.

14 Q. -- in the first instance for
15 these works?

16 A. Can you repeat.

17 Q. Sure.

18 A. Please.

19 Q. You testified a minute ago that
20 after a take-down notice had been sent to
21 YouTube, the work was actually taken down,
22 correct, by YouTube?

23 MR. HART: Just keep going. You
24 are setting up a question.

25 MS. MAZUR: No. Actually, I