

CONFIDENTIAL - ATTORNEYS' EYES ONLY

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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J.T. COLBY & COMPANY, INC.
d/b/a BRICK TOWER PRESS, J.
BOYLSTON & COMPANY, PUBLISHERS
LLC and IPICTUREBOOKS, LLC,

Plaintiff,

vs.

No. 11-cv-4060

APPLE, INC.,

Defendant.

-----x

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VIDEOTAPED DEPOSITION OF

30(b)(6) JOHN T. COLBY, JR.

New York, New York

Wednesday, July 18, 2012

Reported by:
Jennifer Ocampo-Guzman, CRR, CLR

Ref: 7845

1 Confidential-Attorneys' Eyes Only-Colby
2 that's what it says.

3 Q. And similar to Exhibit A and
4 Exhibit B, only zeros are listed for
5 advertising and marketing expenditures,
6 correct?

7 A. Those are our expenditures, that's
8 correct.

9 Q. What damages do you claim
10 plaintiffs have suffered as a result of
11 Apple's alleged actions?

12 MR. CHATTORAJ: Objection.

13 A. The Apple's share of eBook space is
14 not open to our list. The emerging of
15 Apple's iBooks authors, author program, is
16 not conducive to the quality of our iBooks
17 author list, which is a high quality list of
18 authors. So I'm getting confusion in the
19 marketplace from my agents, my authors, my
20 iBooks authors, my distributors, not
21 understanding a relationship between me as
22 the owner of the iBooks mark and Apple's
23 exploitation of iBooks on an iPad platform.

24 Q. Anything else?

25 A. Probably, but I can't think of it