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Vol. IX, Tab 46 - Ex. 66 - Deposition of Larry Page from American Blind and Wallpaper v. Google (Google Co-founder)

Larry Page
Google

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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

--oOo--

GOOGLE, INC., a Delaware corporation,)
Plaintiff,)
vs.) No. C 03-5340-JP
AMERICAN BLIND & WALLPAPER FACTORY, INC., a Delaware corporation, d/b/a decoratetoday.com, Inc.; and DOES I-100, inclusive,)
Defendants.)
AMERICAN BLIND & WALLPAPER FACTORY, INC., a Delaware corporation, d/b/a decoratetoday.com, Inc.,)
Counter-Plaintiff,)
vs.)
GOOGLE, INC., AMERICA ONLINE, INC., NETSCAPE COMMUNICATIONS CORPORATION, COMPUSEIVE INTERACTIVE SERVICES, INC., ASK JEEVES, INC., and EARTHLINK, INC.,)
Counter-Defendants/)
3rd-Party Defendants.)

VIDEOTAPE DEPOSITION OF LARRY PAGE

January 10, 2007

CONFIDENTIAL - ATTORNEYS' EYES ONLY

REPORTED BY: SARAH LUCIA BRAUN, CSR 3887

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Confidential Attorney's Eyes Only

G004-000006139
GOOG-RS-0000310

1 now?

2 Q. At the time.

3 A. I don't remember.

4 Q. What about today?

5 A. No, this doesn't particularly concern me.

6 Q. In your mind is there a difference -- if a
7 competitor purchases a trademark for use as a
8 keyword, is there a difference if the keyword --
9 excuse me -- if the trademark is used in the ad body
10 or the ad text?

11 MR. MICHAEL PAGE: Objection. Compound
12 and incomprehensible.

13 MR. RAMMELT: Strike that.

14 MR. MICHAEL PAGE: You listed three things
15 and asked if there is a difference.

16 MR. RAMMELT: I will withdraw that.

17 Q. Does the current Google trademark policy
18 permit me to use my competitors' trademarks in the
19 ad text?

20 A. I'm not that familiar with the details of
21 our policy currently.

22 Q. So you don't know?

23 A. I think it probably -- you are saying use
24 your competitor's ad -- trademark in your ad text.
25 I think it probably does not allow you to do that.

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1 Q. Why not?

2 A. I assume there's a variety of reasons for
3 that.

4 Q. Do you know of any?

5 A. I mean, it might cause confusion.

6 Q. Any others?

7 A. That's the one that comes to mind.

8 Q. What about if I am using those trademarks
9 for comparative purposes in my ad text? Is that
10 okay, then?

11 MR. MICHAEL PAGE: Objection. Vague and
12 ambiguous.

13 THE WITNESS: Is it okay --

14 MR. MICHAEL PAGE: Hey, don't answer that.

15 Do you mean does the policy permit it, or
16 do you mean is it legal? Or do you mean is it
17 morally okay?

18 MR. RAMMELT: You know, Mike, if you have
19 got an objection to the form of the question --

20 MR. MICHAEL PAGE: Okay.

21 MR. RAMMELT: -- all you need to say is,
22 "I object to the form of the question."

23 MR. MICHAEL PAGE: I object to the form of
24 the question.

25 MR. RAMMELT: Vague and ambiguous.

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