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DEPT. OF JUSTICE

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**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF UTAH, CENTRAL DIVISION**

THE SCO GROUP, INC., a Delaware
corporation,

Plaintiff,

vs.

NOVELL, INC., a Delaware corporation,

Defendant.

**DECLARATION OF HEATHER M.
SNEDDON IN SUPPORT OF
NOVELL, INC.'S MOTION FOR
CONTINUANCE**

Case No. 2:04CV00139

Judge Dale A. Kimball

Heather M. Sneddon, under penalty of perjury, declares the following:

1. I submit this declaration in support of Novell, Inc.'s Motion for Continuance. The statements made herein are based on my personal knowledge.

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2. I am an attorney duly licensed to practice law in the State of Utah and an associate in the law firm of Anderson & Karrenberg, P.C., local counsel of record for defendant Novell, Inc. ("Novell") in this action.

3. On approximately January 13, 2005, I received a call from Edward J. Normand of Boies, Schiller & Flexner LLP, counsel for The SCO Group, Inc. ("SCO") in this action. Mr. Normand informed me that he would be appearing on behalf of SCO to present oral argument at the hearing on Novell's Motion to Dismiss Amended Complaint, which was scheduled for February 1, 2005.

4. Mr. Normand asked me whether Novell would be willing to stipulate to a two or three-week extension of the February 1 hearing date. He informed me that he was not involved in earlier discussions between counsel to set the February 1 date, and that his wife was due to give birth only a few days following February 1. Mr. Normand also indicated that his firm was busy trying to complete discovery in another matter involving SCO.

5. On approximately January 18, 2005, I telephoned Mr. Normand to inform him that Novell was willing to stipulate to such a continuance.

6. After consultation with Judge Kimball's case manager, the hearing was subsequently rescheduled for March 8, 2005, consistent with the availability of Mr. Normand and Novell's lead counsel, Michael A. Jacobs, at that time.

7. On approximately February 18, 2005, however, Mr. Jacobs informed me that due to a long-running trial in which he was currently involved, he would no longer be available for the March 8 hearing. He asked that I contact SCO's counsel to request a stipulation to continue the hearing for approximately two weeks to accommodate Mr. Jacobs' schedule.

8. Accordingly, I contacted Mr. Normand on approximately February 18, 2005, requesting that SCO stipulate to a two-week continuance of the March 8 hearing date. I informed Mr. Normand of Mr. Jacobs' ongoing trial, and of Mr. Jacobs' anticipation that it would continue past the March 8 hearing date.

9. Upon consulting Judge Kimball's case manager regarding the Court's available dates to reschedule the March 8 hearing, I learned that the earliest dates available for the Court to reschedule the hearing would be April 25-28. I also relayed this information to Mr. Normand.

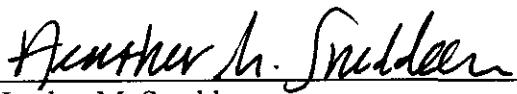
10. Mr. Normand subsequently contacted me and informed me that SCO was unwilling to stipulate to a continuance of the March 8 hearing date because, given the Court's availability, the continuance would amount to a delay of approximately two months.

11. On February 23, 2005, I sent a letter to Mr. Normand confirming our conversation regarding the continuance. A true and correct copy of my February 23 letter is attached hereto as Exhibit "1".

12. On February 24, 2005, I received an email from Mr. Normand, clarifying SCO's position with regard to the continuance. A true and correct copy of Mr. Normand's email is attached hereto as Exhibit "2".

I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 28th day of February, 2005, in Salt Lake City, Utah.



Heather M. Sneddon

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 28, 2005, I caused a true and correct copy of the foregoing **DECLARATION OF HEATHER M. SNEDDON IN SUPPORT OF NOVELL, INC.'S MOTION FOR CONTINUANCE**, to be served as indicated below:

Via Hand-delivery, upon:


Brent O. Hatch
Mark R. Clements
HATCH JAMES & DODGE, P.C.
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Via Facsimile and U.S. Mail, postage prepaid, upon:

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JOHN T. ANDERSON
Of Counsel

February 23, 2005

*Via Facsimile No. 914-749-8300
and U.S. Mail*

Edward J. Normand
Boies, Schiller & Flexner, LLP
333 Main Street
Armonk, New York 10504

Re: The SCO Group, Inc. v. Novell, Inc.

Dear Ted:

This letter shall confirm our conversation this afternoon, wherein you informed me that SCO is unwilling to stipulate to a continuance of the hearing date on Novell's Motion to Dismiss, due to the fact that the Court does not have any available dates to reschedule the hearing until the end of April.

Accordingly, Novell will be filing an appropriate motion with the Court.

Very truly yours,



Heather M. Sneddon

cc: Novell, Inc.
Michael A. Jacobs, Esq.

TRANSACTION REPORT

FEB/23/2005/WED 05:32 PM

FAX (TX)

#	DATE	START T.	RECEIVER	COM.TIME	PAGE	TYPE/NOTE	FILE
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FAX TRANSMITTAL SHEET

TO: Edward J. Normand
FAX NO.: 914-749-8300
FROM: Nathan B. Wilcox
DATE: February 23, 2005
CLIENT: Novell (90068.31)
PAGES: 2, including cover page

Message:

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SENT BY: Michelle Rizzuto

Heather Sneddon

From: Ted Normand [TNormand@BSFLLP.com]

Sent: Thursday, February 24, 2005 7:18 AM

To: Heather Sneddon

Heather – I received your letter. The basis for SCO's unwillingness to stipulate to a continuance of the hearing date on Novell's second Motion to Dismiss not only is that the Court did not propose any available dates to reschedule the hearing until April 25-28, but also because on those dates counsel for SCO is scheduled to be in trial in Bankruptcy Court in the Southern District of New York, and therefore (given the current schedule) could not argue the motion on those dates. As a consequence, although Novell wants and has asked for no more than a 10- or 14-day extension of the hearing date, the stipulation apparently would require SCO to agree to an extension of approximately two months. If you file a motion, as you and I discussed yesterday, we will explain those circumstances to the Court.

Ted Normand

2/25/2005