

Exhibit 33

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

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|------------------------------|---|---------------------|
| IN RE MICROSOFT CORP. |) | |
| ANTITRUST LITIGATION |) | |
| |) | MDL Docket No. 1332 |
| |) | |
| Novell, Inc. V. Microsoft |) | Hon. J. Frederick |
| Corporation, |) | Motz |
| |) | |
| Civil Action No. JFM-05-1087 |) | |
| |) | |

DEPOSITION OF: David Acheson

November 19, 2008 * 8:15 a.m.

Location: Ray, Quinney & Nebeker
86 North University Avenue, Suite 430
Provo, Utah 84601

Reporter: Diana Kent, CSR, RPR, CRR
Notary Public in and for the State of Utah
Videographer: Ryan Reverman, CLVS

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A P P E A R A N C E S

FOR THE PLAINTIFF:

Miriam R. Vishio
Alex E. Hassid
DICKSTEIN SHAPIRO
Attorneys at Law
1825 Eye Street NW
Washington DC 20006-5403
Tel: 202.420.2616
Fax: 202.420.2201
email: Vishiom@dicksteinshapiro.com
hassida@dicksteinshapiro.com

FOR THE DEFENDANT:

Nuri G. Frame
Edward M. Grauman
Attorneys at Law
Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004-2498
Tel: 212.558.4252
Fax: 212.558.3588
email: Framen@sullcrom.com
graumane@sullcrom.com

1 would come along and say, "You can name it as long as
2 you want. The name of the document can be as long as
3 you want." And so -- but it had to integrate with
4 Word Perfect, right? Our documents had to be able to
5 work in the Soft Solutions software.

6 So that's another reason, sorry that's a
7 long answer, that's another reason why law firm
8 users, for example, would want to choose Word Perfect
9 as their word processor as opposed to competitors,
10 Ami Pro or Word, because we were better integrated
11 with folks like Soft Solutions. We worked with the
12 folks at Lexis, we worked with the folks at West to
13 make sure that whatever solutions they had that you
14 could tie a word processor in with, that our stuff
15 would be compatible.

16 Q. Going back to your work history at Word
17 Perfect and Novell, did you continue to sell
18 primarily to law firms after the merger?

19 A. I did. And -- yeah, I'll just answer that
20 way. Yes, I did.

21 Q. Did your clientele change at all -- strike
22 that.

23 Did you also begin to sell more to other
24 types of clients after the merger?

25 MS. VISHIO: Objection. Form.

1 A. I did not. I was asked to, but I didn't.

2 Q. Who asked you to?

3 A. My management. So Brad Jackman, Ron
4 Hines. Brad Jackman was the original Word Perfect
5 guy. Ron Hines became Brad's boss after the Novell
6 merger. And so Ron worked with Brad to have Brad get
7 us, as Enterprise Account Directors, to sell
8 differently.

9 Q. What do you mean by "sell differently"?

10 A. To sell Netware. To see what we could do
11 in terms of getting Netware -- Netware sales
12 accomplished within our customers.

13 Q. What was Netware?

14 A. Netware was the operating system that
15 Novell had built and was selling. That was their
16 main product.

17 Q. And why did you decline to sell Netware?

18 MS. VISHIO: Objection. Form.

19 A. I didn't decline to sell Netware. I did
20 make vigorous statements about the fact that, A, I
21 didn't know anything about Netware. It was too
22 complicated, too technical, and that there were
23 resellers who were selling into my law firms already
24 that were doing the Netware sale. And it was more of
25 a channel model than what we had been doing at Word

1 Perfect, which was a direct large customer sales
2 model. So personally I didn't feel technically
3 qualified to sell Netware. And emotionally I had no
4 tie to Netware. And -- yeah, I'll just say that.

5 Q. Were you the only sales person who was
6 asked to sell Netware after the -- sorry, the only --
7 strike that.

8 Were you the only Legacy Word Perfect
9 sales person who was asked to sell Netware after the
10 merger?

11 MS. VISHIO: Objection, form.

12 A. No, I was not. All of the sales people
13 with Word Perfect were asked to start selling
14 Netware.

15 Q. And you said that it was a different -- it
16 was sold into a different sales channel?

17 MS. VISHIO: Objection to form.

18 A. Yes, it was. It was sold -- it was sold
19 into a channel. So -- and I'm trying to think of who
20 the resellers were. I think I can remember a little
21 bit. Ingram Micro is a name that comes to mind. So
22 Ingram was a big reseller, a partner of Novell's,
23 that Novell would sell the Netware product into
24 Ingram. Ingram would call and place an order with
25 their Novell sales person, and then Novell would send

1 the software to Ingram's warehouse. And then Ingram
2 was responsible for working with what you might call
3 mom and pop shops, right? "Hi, I'm David Acheson's
4 networking or IT store in Provo, Utah." And I would
5 work with Ingram to place my orders. And then I
6 would go out and I would sell to companies in Provo,
7 right? As large as I could, or a niche that I was
8 in.

9 Q. And how is that different from how Word
10 Perfect would sell?

11 A. What we did in our Enterprise Account
12 Director team was to actually go for direct sales.
13 So I would, again, call Ed DeLorenzo at Sherman &
14 Sterling and work directly with the customer, and I
15 would work to get a contract with Shearman & Sterling
16 that was a direct contract between Shearman &
17 Sterling and Word Perfect. I was --

18 So to clarify, I wasn't working with
19 somebody who was then turning around and selling. I
20 wasn't selling them Word Perfect and then expecting
21 them to go out and sell it to law firms. I did do a
22 little bit of that with a company in New York,
23 actually a couple of companies where they were --
24 what did we call them? We called them -- I can't
25 remember. But basically they were the middlemen. So

1 they are what I just described, which is they had law
2 firms as their vertical market that they would go
3 after and they would go into law firms and say, "We
4 can do everything for you in terms of automation;
5 your word processing, your document management." And
6 so I would work with them a little bit. I had great
7 relationships with them, but they didn't focus on
8 Word Perfect as much as I needed them to. And it was
9 easy for me to go directly to the large law firms and
10 they would buy directly from me.

11 So there was no competition or no
12 animosity between me and these middlemen vendors that
13 focused on the legal market. And I worked with them
14 as much as I could. And had there been greater
15 opportunities, I certainly would have given them more
16 attention. But there was enough for me to do with
17 getting clients on my own.

18 Q. Could you explain what you mean by the
19 term "vertical market."

20 A. Yes. It is where you take all the
21 companies in the world and you categorize them and
22 you say -- so for example, Proctor & Gamble, does
23 that fall into a vertical market of manufacturing or
24 does it fall into a vertical market of consumer
25 products? Ford Motor Company, does that fall into

1 the financial vertical market or does that fall into
2 a manufacturing, automotive vertical market? So you
3 can do that with every -- practically every company.
4 You can say a restaurant, what do they fall into? Do
5 they fall into the financial industry or the medical
6 industry or health care? No. They fall into
7 customer service or an even more discrete vertical,
8 if you want to break it down further, they fall into
9 hospitality.

10 Q. Why did you leave Novell?

11 MS. VISHIO: Objection. Form.

12 A. I left Novell because -- for several
13 reasons. One of the reasons was that I didn't see a
14 future for myself. I didn't see a career. And I
15 wasn't happy with the lack of career options. I
16 didn't like the management, and so I didn't like the
17 way in which I was being managed, and I didn't like
18 the lack of focus, the lack of what I felt would have
19 been appropriate focus on applications that I felt
20 like I could do well. So that's one reason why I was
21 open to leaving Novell.

22 I got two job offers in whatever that was,
23 June of 1995. One was from Microsoft to go and work
24 for their product management team for Word Perfect.
25 And I believe that, as I remember, I was going to do