

EXHIBIT 28

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In The Matter Of:

*Novell v.
Canopy Group*

*Ransom H. Love
August 1, 2001*

*Rocky Mountain Reporting Service, Inc.
Certified Shorthand Reporters
10 Exchange Place
528 Newhouse Building
Salt Lake City, UT 84111
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[1] IN THE FOURTH JUDICIAL DISTRICT COURT
 [2] UTAH COUNTY, STATE OF UTAH
 [3]
 [4] NOVELL, INC., a Delaware)
 corporation,)
 [5]) Deposition of:
 Plaintiff,) RANSOM H. LOVE
 [6] vs.) Civil No. 000402011C
 [7])
 THE CANOPY GROUP, INC., a)
 [8] Utah corporation,)
 [9] Defendant.)
 [10] Be it remembered that on the 1st day of
 [11] August, 2001, the deposition of RANSOM H. LOVE,
 [12] produced as a witness on behalf of plaintiff in the
 [13] above-entitled action now pending in the above-named
 [14] court, was taken before Robin Koester, a certified
 [15] shorthand reporter and notary public in and for the
 [16] State of Utah, commencing at the hour of 9:44 a.m.
 [17] of said day at the offices of NOVELL, 1800 S. Novell
 [18] Place, Provo City, Utah County, State of Utah.
 [19] That said deposition was taken pursuant
 [20] to notice.
 [21]
 [22]
 [23]
 [24]
 [25]

[1] APPEARANCES
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[11] WITNESS PAGE
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 [13] Examination by Mr. Mullen 3
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[16] EXHIBITS
 [17] MARKED
 [18] NUMBER
 [19] 60 Potential Novel/Caldera
 Relationships 74
 [20] 61 Novell and Caldera Asset Purchase
 Agreement 107
 [21] 62 Novell, Inc. and Caldera, Inc.
 Asset Purchase Agreement,
 [22] Draft Agreement No. 1 111
 [23] 63 Asset Purchase Agreement 121
 [24]
 [25]

(1) because, again, it was part of this attempt to hide
 (2) the overall agreement. So it was a very strange
 (3) agreement, to be perfectly honest.
 (4) Q: Was it your understanding as of June
 (5) 5th, 1996 that the royalty would be structured as a
 (6) flat rate on agreed net revenues?
 (7) A: We played with a couple of different
 (8) things. I can't even tell you if that — on that
 (9) date if that was what it was structured or not. I
 (10) couldn't tell you because, again, these were more
 (11) ideas and concepts than they were hard-core, agreed
 (12) on components.
 (13) Q: Did you ever propose to Novell that the
 (14) royalty structure be a flat rate on agreed net
 (15) revenues?
 (16) A: I personally did not.
 (17) (Exhibit No. 62 marked.)
 (18) Q: I hand you what we've marked as Exhibit
 (19) 62, Mr. Love. It's a document received from Caldera
 (20) bearing the document identification numbers CA 1134
 (21) through page 1153. Is that the exhibit you have in
 (22) front of you?
 (23) A: Yes, sir — oh, I've got a 54, but it's
 (24) just a signature on the back.
 (25) Q: 54 is correct. That's what mine has as

(1) recall, the filing of the complaint, doing so prior
 (2) to Microsoft discovering — we knew that as the
 (3) negotiations went on that there's a potential
 (4) leaking, Microsoft discovering that we were doing
 (5) something. So that was the only time constraint
 (6) that I'm aware of: Caldera, to my knowledge, had no
 (7) business constraint other than that, which was a
 (8) requirement of Novell, not Caldera.
 (9) Q: Look at the notation in paragraph 1.3.
 (10) A: Yes.
 (11) Q: That's in capital letters. Was that
 (12) Caldera's position as of the middle of June 1996?
 (13) A: Let me read the paragraph, if I could.
 (14) Yeah, again, this is relating to our concern that
 (15) Novell do more with the DOS asset than just
 (16) specifically use it as a boot to — booting of their
 (17) technology. They were wanting — you know, it's
 (18) amazing. They were wanting to have very broad
 (19) rights and we were trying to limit those rights to
 (20) specific uses.
 (21) Q: Turn, if you can, to page 4. Does this
 (22) refresh your memory as to whether you've seen this
 (23) draft in that the terminology for claims has been
 (24) deleted?
 (25) A: Well, I don't know. — again, I know that

(1) well. Do you recall this as a draft that you
 (2) reviewed?
 (3) A: Again, I can't tell you specifically
 (4) whether or not I reviewed this specific document or
 (5) not.
 (6) Q: There's several notations on this
 (7) document that indicate comments by or from Caldera.
 (8) Do you see the first one there in the very first
 (9) paragraph?
 (10) A: Uh-huh (affirmative).
 (11) Q: Caldera would prefer to conclude this
 (12) agreement as soon as possible, whether that be
 (13) before or after July 1?
 (14) A: Uh-huh (affirmative).
 (15) Q: And that's a yes?
 (16) A: Yes, I see that.
 (17) Q: Is that something that Caldera proposed
 (18) to Novell? Did Caldera want to conclude this as
 (19) soon as possible?
 (20) A: Again, the only time constraint that I'm
 (21) aware of is the constraint that we were under in
 (22) meeting our obligation to Novell to file suit before
 (23) the expiration of the statute of limitations. I am
 (24) not aware of any other time constraint coming from
 (25) Caldera. It was, again, trying to orchestrate, as I

(1) was — claims was taken out as a result of, again, a
 (2) concern by Novell that it would in fact potentially
 (3) trigger someone's thoughts that Novell was in some
 (4) way participating. This was not something that
 (5) Caldera requested.
 (6) Q: It was your understanding that the
 (7) terminology that had been deleted in paragraph 2.13
 (8) was in essence picked up in the new paragraph 3.1
 (9) where it says, in the underlined portion, in
 (10) addition, Novell shall grant, transfer, convey and
 (11) assign to Caldera all of Novell's right, title and
 (12) interest in and to any and all claims or causes of
 (13) action held by Novell at the closing date and
 (14) associated directly or indirectly with any of the
 (15) DOS products or related technology?
 (16) A: That's what I think happened there.
 (17) Q: In your understanding, that simply made
 (18) the reference to transfer of claims a little bit
 (19) more obscure?
 (20) A: Yes, I believe so.
 (21) Q: Take a look at paragraph 5.4, please.
 (22) Do you remember reviewing a paragraph with a
 (23) designation option to terminate in any of the
 (24) agreements?
 (25) A: Yes. There was a desire — again, this