

PAUL N. HALVONIK  
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Attorney for Plaintiff  
SAUL ZAENTZ CO.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

THE SAUL ZAENTZ COMPANY,	)	
a corporation,	)	No. C-02-1956-SC
	)	
Plaintiff	)	DECLARATION OF PAUL N.
	)	HALVONIK IN SUPPORT OF
	)	PLAINTIFF'S OPPOSITION TO
vs.	)	DEFENDANT'S MOTION FOR
	)	PARTIAL SUMMARY JUDGMENT
SPRINT, a corporation,	)	
	)	Date: February 7, 2003
	)	Time: 10:00 a.m.
Defendant.	)	Courtroom 1, 450 Golden Gate Ave.,
	)	San Francisco, CA
	)	

Paul N. Halvonik, under penalty of perjury, declares that:

1. I am attorney of record for plaintiff The Saul Zaentz Company;

2. Plaintiff's Exhibits A and B submitted pursuant to paragraph 10 of the Confidentiality Stipulation and Order are true copies of documents furnished to me by defendant in discovery;

3. I first spoke with one of defendant's counsel, Richard Kurnit, on June 28, 2002. Mr. Kurnit said he was interested in discussing settlement if I would mention a reasonable price and I told him that I would need to see the logs showing the number of stations on which the commercial advertisement at issue ran before I would feel comfortable discussing settlement. Mr. Kurnit promised to send me that material. It never arrived;

4. On July 24, 2002, I spoke with another of defendant's attorneys, Jesse Beeber, who told me she would be handling the day-to-day aspects of the case and wanted to know why I felt the need to know the number of stations upon which the commercial advertisement had aired. I responded that I thought each airing on a different station was a separate infringement and expressly brought Ms. Beeber's attention to the decision in *Columbia Pictures v. Krypton Broadcasting*, 259 F.3d 1136 (9<sup>th</sup> Cir. 2001). I understood Ms. Beeber to promise to get me the information that I had asked for; a week after our conversation, defendant filed its answer in this action, but the information I sought never arrived.

5. Ms. Beeber's recollection concerning the Court-ordered ADR teleconference of September 10, 2002, (Beeber Declaration, ¶5) is mistaken. It was Ms. Beeber, not I, who estimated that "tens of millions of dollars" were at stake. I had no way of making such an estimate because I had no clue as to how many stations had broadcast the advertisement but, from Ms. Beeber's estimate, I inferred there were quite a few stations involved. I agreed, during that teleconference, to submit the issue of the number of infringements involved to a

neutral evaluation but Ms. Beeber declined. I at no time suggested to Ms. Beeber or any of defendant's other lawyers that I shared her "tens of millions of dollars" theory;

6. I have at no time expressed a view on the value of the case. I have simply asked for fundamental information that I think my client needs in order to make an informed judgment. Agreeing to a settlement without knowing the number of stations involved, to my mind, would border on malpractice, an opinion I have communicated to defendant. My client and I are open to settlement; what has stalled any settlement is defendant's refusal to tell plaintiff the number of different stations upon which its commercial ran;

7. Plaintiff has, as yet, not even decided to seek statutory damages.

The above is true of my own knowledge and if called as a witness I could competently testify thereto. Executed at Berkeley, California, this 13<sup>th</sup> day of February , 2003.

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PAUL N. HALVONIK