

Exhibit 1
To Defendants' Motion for an Instruction on Tying

1 THAT ARE SET FORTH IN THE DOCUMENT.

2 IT COVERED ACTIVE PLAYERS AT ANY GIVEN YEAR, WHICH
3 WERE CHANGING FROM YEAR TO YEAR.

4 Q. AT THE TIME YOU NEGOTIATED THIS, DID YOU CONSIDER ANY
5 PORTION AT ALL OF THE \$25 MILLION MINIMUM GUARANTEE TO BE
6 ATTRIBUTABLE IN ANY WAY TO RETIRED PLAYERS?

7 A. NO.

8 Q. VERY BRIEFLY, IF YOU GO TO THE GRANT OF LICENSE PARAGRAPH
9 IN 2 (A).

10 A. IN 28?

11 Q. IN 2 (A), YES, THAT EXHIBIT. AT THE VERY BOTTOM WHERE IT
12 REFERS TO "THE NFL PLAYERS REFERENCED IN PARAGRAPH 1 (A)
13 ABOVE," DO YOU SEE THAT LANGUAGE?

14 A. ARE YOU TALKING ABOUT THE LAST LINE ON PAGE 1 WHERE IT
15 SAYS "NFL PLAYERS"?

16 Q. YES, THAT PARTICULAR LANGUAGE.

17 A. OKAY. WHAT'S THE QUESTION?

18 Q. DID YOU HAVE ANY UNDERSTANDING AT THE TIME THIS AGREEMENT
19 WAS NEGOTIATED AS TO WHAT THIS REFERRED TO, "THE NFL PLAYERS,"
20 IN TERMS OF ACTIVE VERSUS RETIRED?

21 A. NFL PLAYERS ARE THE PLAYERS ACTIVELY PLAYING IN THE NFL.
22 AND THAT'S WHAT I UNDERSTOOD AT THE TIME, AND THAT'S WHAT THE
23 INTENDED LICENSE THROUGH EXHIBIT 28 WAS, WAS THE RIGHTS TO
24 ACTIVE NFL PLAYERS.

25 Q. UHM --

1 A. RETIRED PLAYERS, WE DID SEPARATE LICENSES.

2 Q. DID YOU HAVE ANY KNOWLEDGE AT THE TIME THESE CONTRACTS
3 WERE NEGOTIATED AS TO WHETHER OR NOT THE AUTHORIZATIONS THAT
4 PLAYERS INC SIGNED WITH RETIRED PLAYERS, WHETHER THOSE WERE
5 EXCLUSIVE OR NON-EXCLUSIVE ARRANGEMENTS?

6 A. I THINK FOR THE MOST PART WHEN WE HAD LICENSED RETIRED
7 PLAYERS THROUGH PLAYERS INC IN THE PAST WE HAD UNDERSTOOD IT
8 WAS NON-EXCLUSIVE.

9 Q. OKAY. AND WHEN YOU DID THE DEAL IN -- AT THE END OF
10 DECEMBER, 2004, FORMALIZED SHORTLY THEREAFTER, THE ONE WITH THE
11 \$25 MILLION MINIMUM GUARANTEE, THAT WAS -- WAS THAT -- THAT WAS
12 AN EXCLUSIVE DEAL, CORRECT? YOU ALREADY TESTIFIED AS TO THAT.

13 A. WHAT I TESTIFIED WAS IT WAS EXCLUSIVE FOR CERTAIN GENRES
14 OF GAMES.

15 Q. OKAY. TO BE CLEAR.

16 DID YOU HAVE AT THE TIME THAT CONTRACT WAS NEGOTIATED
17 ANY UNDERSTANDING AS TO WHETHER OR NOT IT WOULD EVEN BE
18 CONCEIVABLY POSSIBLE TO COVER WITHIN THAT EXCLUSIVE CONTRACT
19 RETIRED PLAYER RIGHTS WHICH WOULD BE NON-EXCLUSIVE?

20 THE COURT: I DON'T UNDERSTAND THAT QUESTION.

21 MR. FEHER: I'M SORRY. LET ME REPHRASE.

22 BY MR. FEHER:

23 Q. YOU UNDERSTOOD AT THE TIME -- LET ME ACTUALLY GO BACK AND
24 SAY THIS DIFFERENTLY.

25 IN TERMS OF RETIRED PLAYER NFL RIGHTS, RETIRED PLAYER

1 8.

2 (DOCUMENT DISPLAYED.)

3 IS IT CORRECT, MR. NAHRA, THAT THIS PARTICULAR CLAUSE
4 CALLED "NON-INTERFERENCE" IS A STANDARD PROVISION WHICH APPEARS
5 IN VIRTUALLY EVERY SINGLE LICENSE AGREEMENT THAT PI DOES WITH
6 LICENSEES WITH EA AND OTHERS?

7 **A.** YES, THAT'S TRUE.

8 **Q.** ALL RIGHT. LET'S READ THIS INTO THE RECORD.

9 "NONINTERFERENCE. LICENSEE AGREES AND
10 ACKNOWLEDGES" --

11 **MR. LECLAIR:** I'M IN THE WAY HERE. CAN I MOVE OVER
12 HERE, YOUR HONOR?

13 **THE COURT:** YES.

14 **MR. LECLAIR:** "LICENSEE AGREES AND ACKNOWLEDGES THAT
15 IT SHALL NOT SECURE OR SEEK TO SECURE, DIRECTLY FROM ANY
16 PLAYER, WHO IS UNDER CONTRACT TO AN NFL CLUB, IS SEEKING TO
17 BECOME UNDER CONTRACT TO AN NFL CLUB, OR AT ANY TIME IN THE
18 PAST WAS UNDER CONTRACT TO AN NFL CLUB, OR FROM SUCH PLAYER'S
19 AGENT, PERMISSION OR AUTHORIZATION FOR THE USE OF SUCH PLAYER'S
20 IDENTITY IN CONJUNCTION WITH THE LICENSED PRODUCT HEREIN."

21 **BY MR. LECLAIR:**

22 **Q.** THAT WAS THE STANDARD PROVISION IN YOUR LICENSE
23 AGREEMENTS, WAS IT NOT, MR. NAHRA?

24 **A.** YES, IT IS.

25 **Q.** AND SO IF ELECTRONIC ARTS WANTED TO TALK TO ANY RETIRED

1 PLAYER, ANY RETIRED PLAYER, ABOUT BEING IN THE MADDEN GAME OR
2 ANY OF EA'S VIDEO GAME PRODUCTS COVERED BY THE LICENSE, THEY
3 HAD TO COME TO PLAYERS INC TO DO THAT?

4 A. THAT'S TRUE. BUT THAT WASN'T YOUR PRIOR QUESTION.

5 Q. OKAY. BUT IT IS TRUE THAT THEY HAD TO DO THAT FOR THE
6 VIDEO GAME PRODUCTS THEY WERE MAKING?

7 A. RIGHT, FOR THE -- FOR THE PRODUCTS THAT WERE LICENSED
8 THROUGH THEIR LICENSE AGREEMENT WITH PLAYERS INC, THAT'S
9 CORRECT.

10 Q. ALL RIGHT, SIR.

11 NOW, YOU WORKED ON, SIR, THE AGREEMENT WITH PLAYERS
12 INC AND THE HALL OF FAME RELATED TO THE FOOTBALL GAME, CORRECT,
13 SIR?

14 A. YES, SIR.

15 Q. ALL RIGHT. LET'S -- EXHIBIT 56 IS IN EVIDENCE. YOU HAVE
16 IT IN FRONT OF YOU, SIR. THAT IS THE AGREEMENT WITH -- BETWEEN
17 EA, PLAYERS INC AND THE HALL OF FAME; IS THAT CORRECT?

18 A. YES, SIR.

19 MR. LECLAIR: LET'S LOOK AT PARAGRAPH 1B. AND
20 HIGHLIGHT THAT, IF WE COULD.

21 (DOCUMENT DISPLAYED.)

22 BY MR. LECLAIR:

23 Q. THIS PARAGRAPH REFERS TO -- IT'S LANGUAGE THAT WE'VE SEEN.
24 BEFORE, MR. NAHRA, THAT SAYS THAT THE NFLPA HAS BEEN
25 DULY APPOINTED AND IS ACTING ON BEHALF OF THE FOOTBALL PLAYERS

1 CUSTOMARY RANGE, CORRECT?

2 A. CORRECT.

3 Q. AND IN 2005, MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION
4 KEPT 84 AND A HALF PERCENT OF THE REVENUES OF ITS LICENSING FOR
5 THE UNION OPERATIONS, CORRECT?

6 A. RIGHT.

7 Q. AND THAT 84 AND A HALF PERCENT IS A BIGGER PERCENTAGE THAN
8 THE NFLPA AND PI -- EVEN COMBINE THEM TOGETHER IF YOU WANT --
9 EVER KEPT OUT OF THE PLAYER LICENSING YOU LOOKED AT, CORRECT?
10 YES OR NO?

11 A. I MEAN, YES.

12 Q. THANK YOU.

13 A. THEY ARE --

14 Q. AND IN 2006, THE MAJOR LEAGUE BASEBALL PLAYERS ASSOCIATION
15 KEPT 99.6 PERCENT OF THE LICENSING REVENUES. AND THAT IS
16 VASTLY MORE THAN THE NFLPA AND PI EVER KEPT OUT OF PLAYER
17 LICENSING REVENUE, CORRECT?

18 A. RIGHT.

19 Q. AND THE REASON FOR THAT FLUCTUATION IS BECAUSE WHEN THERE
20 ARE TIMES WHEN LABOR ACTIVITY IS GREATER, THE ACTIVE PLAYERS
21 MIGHT SAY:

22 "LET'S KEEP MORE MONEY IN THE UNION," CORRECT?

23 A. YES.

24 Q. AND THAT'S WHAT HAPPENED IN BASEBALL, CORRECT?

25 A. THAT'S WHAT HAPPENED IN BASEBALL.

1 AND PI TAKE OUT 63 TO 69 PERCENT, YOU'RE AWARE THAT THEY DO
2 THAT, RIGHT?

3 A. YES.

4 Q. OKAY. THAT IS NOT -- NOTHING WOULD PREVENT THEM FROM
5 DOING SOMETHING DIFFERENT. IN OTHER WORDS, THAT'S A POLICY
6 DECISION THAT THEY'VE MADE, CORRECT?

7 A. IT IS A POLICY DECISION BY THE NFLPA HOW TO DIVIDE THE
8 REVENUES FROM LICENSING THAT GO INTO THE GROUP LICENSING EQUAL
9 SHARE POOL.

10 Q. NOW, LET'S GO BACK TO THIS CONCEPT -- AND I'LL TRY TO END
11 WITH THIS -- THAT THE NFLPA HAS MARKET POWER OVER ACTIVE PLAYER
12 LICENSING. DO YOU RECALL WE WERE TALKING ABOUT BEFORE?

13 A. YES.

14 Q. ALL RIGHT. NOW, WAS THERE ANYTHING TO PREVENT THE NFLPA
15 FROM USING THE LEVERAGE THEY HAD AS A RESULT OF THAT MARKET
16 POWER TO ATTEMPT TO HAVE LICENSEES TAKE THE RIGHTS FOR THE GLA
17 RETIRED CLASS MEMBERS?

18 A. MARKET POWER OVER THE RETIRED PLAYERS?

19 Q. NO, SIR. LET ME GIVE YOU THIS HYPOTHETICAL. LET'S ASSUME
20 EA HYPOTHETICALLY COMES TO THE NFLPA AND SAYS:

21 "WE WANT A LICENSE TO ALL ACTIVE PLAYERS,"
22 RIGHT? WHERE ELSE CAN THEY GO FOR THAT?

23 A. IF THEY WANT TO DO A GROUP LICENSE FOR A SINGLE PRODUCT,
24 THEY HAVE TO GO TO NFLPI.

25 Q. SO NFLPI HAS LEVERAGE OVER THEM. THEY HAVE TO COME TO

1 THEM, RIGHT?

2 **A.** WELL, I CAN THINK OF A WAY IN WHICH THEY COULD GET AROUND
3 THAT.

4 **Q.** I COULD, TOO. BUT, THEORETICALLY, EA DID COME TO THEM,
5 RIGHT?

6 **A.** THEY DID COME TO THEM, BUT THAT DOESN'T PROVE THEY HAVE
7 MARKET POWER, BECAUSE I CAN THINK OF AN OBVIOUS WAY TO GET
8 AROUND THAT.

9 **Q.** WHAT'S THAT?

10 **A.** THE OBVIOUS WAY IS THE EXACT SAME WAY THEY DO IT WITH
11 HISTORICAL TEAMS, WHICH IS MAKE A LICENSE WITH THE NFL FOR USE
12 OF THE TEAM LOGOS; SIGN INDIVIDUAL LICENSES WITH THREE OR FOUR
13 STAR PLAYERS ON EACH TEAM; AND SCRAMBLE EVERYBODY ELSE. AND
14 THEN, THEY DON'T HAVE TO DEAL WITH PLAYERS INC OR THE NFLPA.

15 **Q.** AND YOU THINK THAT WOULD HAVE BEEN RATIONAL FOR EA TO DO?

16 **A.** I DON'T KNOW. I DON'T RUN EA.

17 BUT THE ISSUE OF MARKET POWER IS ABOUT WHAT THE
18 SUBSTITUTES ARE.

19 **Q.** RIGHT.

20 **A.** AND AT SOME PRICE THAT PI WOULD CHARGE, IT WOULD BE
21 SUFFICIENTLY HIGH THAT IT WOULD BE CHEAPER TO DO IT THE OTHER
22 WAY.

23 I HAVEN'T STUDIED THE ISSUE, NOR HAS DR. RASCHER, OF
24 WHETHER INDIVIDUAL LICENSES ARE IN THE SAME RELEVANT MARKET AS
25 GROUP LICENSES. BUT I'VE RAISED THE ISSUE FOR YOU THAT

1 SOMEBODY WOULD HAVE TO STUDY IN ORDER TO REACH THE CONCLUSION
2 THAT THEY HAD MARKET POWER OVER ON -- ON THE LICENSING OF
3 ACTIVE PLAYERS.

4 Q. WHAT WOULD IT INDICATE TO YOU THAT EA, WHEN THEY WERE
5 OBTAINING A NON-EXCLUSIVE LICENSE TO GROUP PLAYER RIGHTS FROM
6 THE NFLPA, PAID THEM \$500,000 A YEAR, AND WHEN THEY GOT AN
7 EXCLUSIVE LICENSE TO THAT SAME GROUP THEY PAID THEM \$25 MILLION
8 A YEAR?

9 A. WHAT THEY WERE BUYING WAS A MONOPOLY IN THE MARKET FOR
10 VIDEO GAMES INVOLVING NFL TEAMS. THAT'S WHY THEY PAID MORE FOR
11 IT.

12 Q. AND WAS THERE ANYTHING TO PREVENT -- GIVEN THE VALUE THAT
13 THEY WERE GOING TO PLACE ON THAT RIGHT TO HAVE A MONOPOLY, WAS
14 THERE ANYTHING TO PREVENT THEM FROM USING THE NFLPA'S POWER IN
15 CONNECTION WITH HAVING ALL THOSE ACTIVE PLAYERS UNDER LICENSE
16 TO SAY:

17 "HEY, TAKE OUR GUYS. TAKE THE GLA'S GUYS"?

18 MR. KESSLER: YOUR HONOR, I'M GOING TO OBJECT. THIS
19 HAS ANYTHING TO DO WITH THE GLA IN THIS CASE. THIS IS NOW
20 ARGUMENT OF COUNSEL ABOUT ISSUES THAT ARE SO FAR AFIELD, YOUR
21 HONOR, AND I WOULD OBJECT.

22 BY MR. HUMMEL:

23 Q. THAT'S WHAT DR. RASCHER MEANT BY LEVERAGING, SIR.

24 THE COURT: OVERRULED. IF YOU UNDERSTAND THE
25 QUESTION, PLEASE ANSWER.

1 **THE WITNESS:** I HAVE NO IDEA HOW YOU CAN GET FROM THE
2 GLA'S THAT DIDN'T COVER MOST OF THE STAR PLAYERS, TO THE NOTION
3 THAT NFLPI WAS EXERCISING SOME SORT OF MARKET POWER IN THE
4 MARKET FOR RETIRED PLAYER RIGHTS.

5 **THE COURT:** THAT'S NOT QUITE COUNSEL'S QUESTION.
6 HE'S ASKING THIS QUESTION.

7 **THE WITNESS:** OKAY.

8 **THE COURT:** WHAT WOULD HAVE BEEN THE OUTCOME IF
9 PLAYERS INC HAD SAID TO EA:

10 "YOU'RE NOT GOING TO GET EVEN OUR ACTIVE PLAYERS
11 UNLESS YOU TAKE ALL THE GLA RETIRED PLAYERS."

12 OR, FIRST, COULD THEY HAVE SAID THAT?

13 **THE WITNESS:** WELL, LET ME SKIP THE LEGAL ISSUE ABOUT
14 WHETHER THAT WOULD BE --

15 **THE COURT:** SKIP IT. WE'RE TALKING ABOUT AS AN
16 ECONOMIC MATTER, COULDN'T PI HAVE DONE THAT?

17 **THE WITNESS:** IN PRINCIPLE, THEY COULD HAVE SAID IT.
18 WHETHER IT WOULD BE HAVE BEEN EFFECTIVE AND WHETHER IT WOULD
19 HAVE CAUSED ALL THE RETIRED PLAYERS' IMAGES TO ACTUALLY --

20 **THE COURT:** NO, JUST THE GLA RETIRED PLAYERS.

21 **THE WITNESS:** THAT'S WHAT I MEANT. I SAID THAT IF
22 THEY HAD DONE IT, WOULD IT HAVE LED TO AN AGREEMENT IN WHICH
23 ALL THE GLA RETIRED PLAYER IMAGES WERE ACTUALLY ACQUIRED.

24 **THE COURT:** THE FIRST QUESTION I THINK COUNSEL WAS
25 ASKING IS: COULD, AS A MATTER OF ECONOMICS, PI COULD HAVE

1 TRIED TO SAY:

2 "NO GLA RETIRED PLAYERS, IF YOU DON'T WANT TO
3 TAKE THEM, THEN YOU'RE NOT GOING TO GET THE ACTIVE PLAYERS,
4 EITHER."

5 THEY COULD HAVE SAID THAT.

6 **THE WITNESS:** THEY, IN PRINCIPLE, COULD HAVE SAID
7 THAT, YES.

8 **THE COURT:** ALL RIGHT. NOW, DO YOU HAVE AN OPINION
9 AS TO WHAT WOULD HAVE HAPPENED IN THE EVENT THAT PI HAD TAKEN
10 THAT TACT?

11 **THE WITNESS:** WELL, I'M SURE THAT EA WOULD HAVE
12 RESISTED IT. BUT THE ISSUE WOULD ALL TURN ON PRICE, RIGHT? IT
13 WOULD TURN ON WHETHER THE LICENSE FEE WOULD HAVE BEEN
14 SUBSTANTIALLY HIGHER THAN THE CURRENT SUM OF THE ACTIVE PLAYER
15 PLUS RETIRED PLAYER LICENSE FEES THAT EA IS ALREADY PAYING.

16 AND MY EXPECTATION IS THAT THAT SUM OF LICENSE FEES
17 WOULDNT' HAVE BEEN ANY DIFFERENT.

18 **MR. KESSLER:** YOUR HONOR --

19 **THE COURT:** NOW, I WANT TO SAY ONE ADMONITION TO THE
20 JURY. THAT WAS THE QUESTION THAT COUNSEL, I THINK, WAS TRYING
21 TO ASK. IN MY TRYING TO MAKE -- SPEED THIS ALONG, I DON'T WANT
22 THERE TO BE ANY SUGGESTION IN MY QUESTION THAT PI HAD A DUTY TO
23 DO SUCH A THING.

24 THAT'S GOING TO BE FOR YOU TO DECIDE. BUT THAT WAS
25 THE PURPORT OF HIS QUESTION. AND IT SEEMED TO ME THAT WE

1 WEREN'T GETTING A CLEAR-CUT ANSWER.

2 YES, MR. --

3 **MR. KESSLER:** YOUR HONOR, I MUST ASK FOR THE COURT'S
4 INSTRUCTION BECAUSE OF THE LEGAL ISSUE RAISED TO TYING ONE
5 PRODUCT TO ANOTHER COULD VERY WELL BE ILLEGAL TYING. AND SO
6 IT'S BEEN NOW SUGGESTED AND INJECTED INTO THIS CASE THAT
7 WHETHER OR NOT PLAYERS ASSOCIATION SHOULD HAVE DONE SOMETHING,
8 YOUR HONOR, THAT IT VERY WELL MAY HAVE BEEN CONTENDED BY EA TO
9 BE A LEGAL TYING. I THINK YOU HAVE TO EXPLAIN TO THE JURY THAT
10 IT'S VERY UNCLEAR THAT THERE WAS ANY LEGAL ABILITY FOR THE
11 NFLPA OR PI EVEN TO MAKE SUCH A REQUEST OF THE --

12 **THE COURT:** I DON'T KNOW IF THAT'S CLEAR OR NOT. WE
13 CAN CLEAR THAT UP IN ANY INSTRUCTIONS AT THE END.

14 WHAT I WILL SAY TO THE JURY RIGHT NOW IS THAT I'M NOT
15 SUGGESTING IN ANY WAY THAT PI HAD SUCH A DUTY TO MAKE SUCH A
16 TIE-IN, IF IT IS A TIE-IN. THAT WAS THE QUESTION COUNSEL WAS
17 ASKING, AND WE WERE BEATING AROUND THE BUSH AND NOT GETTING TO
18 AN ANSWER.

19 ALL RIGHT. ARE WE DONE?

20 **MR. HUMMEL:** I HAVE ONE MORE QUESTION THAT HAS TO DO
21 WITH TIE-IN, JUST SO WE'RE CLEAR FROM A STANFORD ECONOMIST WHO
22 UNDERSTANDS, I THINK, ANTITRUST LAW AT LEAST, AND HOW IT
23 APPLIES IN ECONOMICS.

24 **BY MR. HUMMEL:**

25 **Q.** A TIE ONLY EXISTS WHEN THERE'S A COERCED SALE, RIGHT?

1 A. A TIE IS LIKE -- "COERCE" MEANS YOU HAVE NO ALTERNATIVE.
2 YOU HAVE TO TAKE BOTH OR NOTHING.

3 Q. RIGHT.

4 A. AND IF -- I THOUGHT YOUR QUESTION -- THE REASON I SAID
5 "ILLEGAL" TO BEGIN WITH --

6 Q. SURE.

7 A. -- I THOUGHT YOU WERE ASKING ME:

8 SUPPOSE THEY HAD A MONOPOLY IN THE ACTIVE PLAYER
9 LICENSING MARKET, AND THEY TRIED TO TIE THAT TO A MARKET IN
10 WHICH THEY DIDN'T HAVE A MONOPOLY, WHICH IS LICENSES FOR
11 RETIRED PLAYERS, AND INSIST THAT EA, IN FACT, LICENSE BOTH.
12 THEY LICENSE THE PRODUCT IN WHICH THEY DIDN'T HAVE A MONOPOLY
13 IN ORDER TO GET ACCESS TO THE ONE IN WHICH THEY DID HAVE A
14 MONOPOLY.

15 I THOUGHT THAT'S WHAT YOUR QUESTION WAS ASKING ME.
16 AND THAT'S WHY I WAS RELUCTANT TO SAY:

17 OH, YEAH, THEY COULD HAVE DONE THAT, BECAUSE I
18 THINK THAT'S PROBABLY ILLEGAL.

19 Q. WELL, YOU DO? BUT DOESN'T THAT DEPEND ON WHETHER THERE
20 ARE TWO PRODUCTS OR ONE?

21 A. EXACTLY.

22 Q. RIGHT.

23 A. IT DEPENDS.

24 Q. SO IF AS AN ECONOMIST YOU WERE TO CONCLUDE THAT THIS IS
25 ONE PRODUCT, THIS IS THE SINGLE PRODUCT LICENSED BY THIS UNION,

1 THAT THEY'RE SELLING TO LICENSEES, THAT'S NOT A TIE?

2 MR. KESSLER: NOW, YOUR HONOR --

3 BY MR. HUMMEL:

4 Q. THAT'S THE LICENSING OF A SINGLE PRODUCT, RIGHT?

5 MR. KESSLER: WE'RE HAVING A DEBATE WITH AN ECONOMIST
6 ON WHETHER IT'S A LEGAL TYING, WHICH IS NOT AN ISSUE IN THIS
7 CASE. I'M AFRAID, YOUR HONOR, WE HAVE SO STEERED THIS JURY IN
8 THE WRONG DIRECTION --

9 THE COURT: ALL RIGHT. FORGET IT.

10 MR. HUMMEL: YOUR HONOR, I WITHDRAW THE QUESTION, AND
11 I'M DONE.

12 THE COURT: LET'S NOT GO DOWN THE PATH OF WHAT THE
13 SHERMANN ACT REQUIRES OR DOESN'T REQUIRE.

14 ALL RIGHT. ARE YOU DONE?

15 MR. HUMMEL: YES.

16 THE COURT: CAN WE FINISH THIS WITNESS?

17 MR. KESSLER: I'LL TRY, YOUR HONOR. I'LL TRY.

18 THE COURT: GO FOR IT.

19 REDIRECT EXAMINATION

20 BY MR. KESSLER:

21 Q. I DON'T WANT TO GO INTO THIS AREA AT ALL, EXCEPT YOU
22 STUDIED ANTITRUST ECONOMICS, CORRECT?

23 A. YES, I DID.

24 Q. AND ARE YOU AWARE JUST THAT THERE ARE PRINCIPLES OF TYING
25 THINGS TOGETHER IN SOME CIRCUMSTANCES WHERE IT'S ILLEGAL TO DO