

# **EXHIBIT 3**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF UTAH

|                         |   |             |
|-------------------------|---|-------------|
| THE SCO GROUP, INC.,    | ) |             |
|                         | ) |             |
| Plaintiff/              | ) | 2:04CV00139 |
| Counterclaim-Defendant, | ) |             |
|                         | ) |             |
| vs.                     | ) |             |
|                         | ) |             |
| NOVELL, INC.,           | ) |             |
|                         | ) |             |
| Defendant/              | ) |             |
| Counterclaim-Plaintiff. | ) |             |
| -----*                  |   |             |

Friday, March 23, 2007  
Elizabeth, New Jersey  
10:01 a.m.

Videotaped Deposition of BURT LEVINE,  
taken by Defendant/Counterclaim-Plaintiff, pursuant  
to Notice, held at the Sheraton Four Points Hotel,  
901 Spring Street, Elizabeth, New Jersey, on Friday,  
March 23, 2007 at 10:01 a.m. before Josephine H.  
Fassett, a Certified Shorthand Reporter and Notary  
Public of the State of New York.

SHARI MOSS & ASSOCIATES  
Certified Shorthand Reporters  
877 Cowan Road, Suite A  
Burlingame, California 94010  
(415) 402-0004

1 don't know if we got the ownership from AT&T, I  
2 think we got the rights to use it in the business  
3 when we went over. But whether there were any  
4 actual patents that USL was the owner of, I don't  
5 have a recollection of that.

6 Q They could have been but you're just  
7 not sure?

8 A That's correct.

9 Q Do you know if USL had any  
10 copyrights while you were working for USL relating  
11 to UNIX?

12 MR. NORMAND: Objection to form.

13 A Again I believe they did, I believe  
14 they did.

15 Q And do you know if the copyright  
16 registrations for those copyrights or the original  
17 certificates for those copyrights were maintained  
18 in New Jersey where you were?

19 A I don't. I believe that the  
20 copyrights may have still have been in New York at  
21 that time.

22 Q At some point in time while you were  
23 at USL would you have gotten the copyright  
24 registrations and original copyright certificates  
25 in the New Jersey office for USL?

1 to work for Novell after Novell purchased USL and  
2 its UNIX assets?

3 A Yes.

4 Q Okay. Which other lawyers for USL  
5 went to Novell?

6 A One of them was Ted Weitz. And the  
7 other was Sandy Tannenbaum who in the interim from  
8 the time that USL was formed and the time that the  
9 Novell deal with USL was, he took Snedeker's place  
10 I believe and he was made a, a director or a vice  
11 president, I forget which.

12 Q After the purchase of USL and its  
13 assets by Novell in 1993, did you stay in your New  
14 Jersey office of USL?

15 A Yes.

16 Q And I take it Mr. Weitz and  
17 Mr. Tannenbaum, the other two USL lawyers, stayed  
18 in the New Jersey offices of USL after the Novell  
19 purchase of USL?

20 A Yes, they did.

21 Q Did the UNIX business itself that  
22 was USL also stay in New Jersey after the Novell  
23 purchase of USL?

24 A Primarily, yes.

25 Q And when you say "primarily," I take

1 A I can't answer that, I don't know.

2 Q You don't remember?

3 A I don't remember.

4 Q It's possible that the copyright  
5 registrations and original copyright certificates  
6 could have been in New Jersey when you were with  
7 USL?

8 MR. NORMAND: Objection to form.

9 A It's possible, more likely they were  
10 in New York.

11 Q Now do you recall that I believe in  
12 1993 USL and its UNIX assets were purchased by  
13 Novell?

14 A Yes.

15 Q Do you recall what the purchase  
16 price was?

17 A I don't.

18 Q When Novell purchased USL and its  
19 UNIX assets in 1993, did you move to Novell?

20 A Yes.

21 Q And when I say "moved to Novell," I  
22 meant you went to work for Novell in 1993; is that  
23 right?

24 A That's correct.

25 Q Did any other lawyers for USL begin

1 it that perhaps some other part of the business  
2 might have been elsewhere; is that correct?

3 A Yeah. As I understood it, the  
4 Novell product NetWare and various appendages of  
5 that stayed in Utah whereas the UNIX part stayed  
6 primarily in New Jersey. There may have been  
7 salespeople, marketing people of UNIX out in Utah.  
8 Again, my memory isn't great on that one.

9 Q But the UNIX business primarily was  
10 back in New Jersey with you; is that right?

11 A Yes.

12 Q Is it fair to say that the legal  
13 team working on the UNIX business was also back  
14 with you in New Jersey after the Novell purchase  
15 of USL?

16 A Do you mean Weitz and -- yeah, there  
17 were three of us as I recall, Weitz, myself and  
18 Tannenbaum.

19 Q Now you mentioned that there might  
20 have been some salespeople or marketing people for  
21 UNIX who were out in Utah; is that right?

22 A No, I was just guessing that. You  
23 wanted to know where the division was and I said  
24 if there were people for UNIX out there, it  
25 probably would have been salespeople.

1 Q You're not sure if there were any --  
 2 sorry.  
 3 A No, I'm not sure.  
 4 Q You're not sure if there were any  
 5 UNIX business persons who were operating out in  
 6 Utah where Novell's business was headquartered?  
 7 A No, I'm not sure now.  
 8 Q Did you have an understanding that  
 9 prior to Novell's purchase of USL in 1993 that  
 10 Novell was headquartered in Utah?  
 11 A I believe so.  
 12 Q Did you have any understanding as to  
 13 whether there was an existing Novell Legal  
 14 Department at the time of the USL purchase by  
 15 Novell?  
 16 A I don't know if it was before or  
 17 after the merger that I found that out, I had  
 18 assumed that there was.  
 19 Q After the purchase of USL by Novell,  
 20 did you come to an understanding that there were  
 21 other lawyers for Novell who were working out in  
 22 Utah?  
 23 A You mean after, after we were all  
 24 Novell?  
 25 Q Yes.

1 A Yes.  
 2 Q Do you know how many lawyers were  
 3 working for Novell in Utah?  
 4 A No. No. At least four, maybe more.  
 5 Q Is it fair to say that you and  
 6 Mr. Weitz and Mr. Tannenbaum in New Jersey were  
 7 continuing to head up the legal efforts relating  
 8 to UNIX after Novell's purchase of USL in 1993?  
 9 A That was my understanding.  
 10 Q After the purchase of USL and its  
 11 UNIX assets by Novell in 1993, did you and the  
 12 rest of the USL Legal Department back in New  
 13 Jersey continue to maintain legal files for the  
 14 UNIX business that was part of USL?  
 15 A Well, we worked with the same group  
 16 in Greensboro and they would have maintained those  
 17 files, I don't think there was any change  
 18 physically in that aspect of it when these various  
 19 transactions took place.  
 20 Q To the extent that there were any  
 21 patents or copyright registrations or original USL  
 22 copyright certificates relating to UNIX, would  
 23 those documents have been maintained by you and  
 24 the rest of the USL Legal Department back in New  
 25 Jersey after the Novell acquisition?

1 A No, we still didn't maintain those  
 2 ourselves. I think there was a separate  
 3 department in AT&T that maintained these. Again,  
 4 this is assuming that these were the original UNIX  
 5 registrations that came over from one entity to  
 6 another.  
 7 Q To the best of your understanding,  
 8 is it the case that to the extent there was any  
 9 copyright registration, copyright certificate or  
 10 patents for AT&T or USL at the time of the Novell  
 11 purchase of USL, those legal documents would have  
 12 been maintained in the New York office of AT&T?  
 13 A I think by that point being that we  
 14 were spun off they would have been maintained with  
 15 us.  
 16 Q To the extent any of those  
 17 documents, patents, copyright registrations or  
 18 original copyright certificates existed when you  
 19 were at USL, those documents would have been back  
 20 in New Jersey with USL; is that right?  
 21 A If they originated after say 1991  
 22 when the USL transaction took place, I would say  
 23 so.  
 24 Q And if they had originated with AT&T  
 25 they would have been maintained with AT&T; is that

1 right?  
 2 A I believe so.  
 3 Q Do you recall after moving from USL  
 4 to Novell ever sending anything like copyright  
 5 certificates or copyright registrations or patents  
 6 to Novell --  
 7 A I --  
 8 Q -- in Utah?  
 9 A I don't remember that.  
 10 Q To the best of your belief those  
 11 would have been maintained in New Jersey and not  
 12 sent to Utah?  
 13 A I could only speculate on that, I  
 14 don't know.  
 15 Q Based on your understanding as to  
 16 how the legal department operated for USL, is it a  
 17 fair statement that those likely remained in New  
 18 Jersey?  
 19 A I would say it's a strong  
 20 possibility, again, I have, you know, no  
 21 information one way or the other.  
 22 Q Do you have an understanding that in  
 23 1995 Novell then sold certain UNIX assets to a  
 24 company called the Santa Cruz Operation?  
 25 MR. NORMAND: Objection to form.

6 (Pages 18 to 21)

1 A I did.  
 2 Q After the purchase by Santa Cruz of  
 3 certain UNIX assets from Novell, did you initially  
 4 continue to work with Novell back in New Jersey?  
 5 MR. NORMAND: Objection to form.  
 6 A Excuse me, what date are we, what  
 7 time frame are we talking now?  
 8 Q 1995.  
 9 A After the --  
 10 Q Original. Let me just -- I'll  
 11 clarify it with a date.  
 12 A Okay.  
 13 Q Do you have an understanding that on  
 14 September 19th, 1995 Novell sold certain UNIX  
 15 assets to a company called Santa Cruz?  
 16 MR. NORMAND: Objection to form.  
 17 A Yes.  
 18 Q Immediately after that purchase on  
 19 September 19, 1995 did you continue to work with  
 20 Novell back in New Jersey?  
 21 A As I recall I did. In the same  
 22 facility --  
 23 Q Right.  
 24 A -- I remember I did.  
 25 Q Were you still in Summit, New Jersey

1 at that point in time?  
 2 A I believe we were, yeah.  
 3 Q A few months or so after the  
 4 purchase by Santa Cruz of certain UNIX assets from  
 5 Novell did you then move to Santa Cruz, meaning  
 6 you began to work for Santa Cruz?  
 7 A Yes.  
 8 Q Do you remember approximately when  
 9 that happened?  
 10 A It was a transition time and by  
 11 February 1st of 2006 I know that the three of us  
 12 in the Legal Department were considered SCO  
 13 employees, whether there was anything that was  
 14 formalized on company records before that, I don't  
 15 know.  
 16 Q Okay. I think you said 2006, you  
 17 meant February 1st, 1996, right?  
 18 A Yeah.  
 19 Q Just so the record is clear.  
 20 A How time flies. Yeah.  
 21 Q When you did transition to Santa  
 22 Cruz in approximately February of 1996, did you  
 23 continue to work in New Jersey?  
 24 A Yes.  
 25 Q Did Mr. Tannenbaum and Mr. Weitz

1 continue to work for Santa Cruz in New Jersey?  
 2 A Weitz did. I think sometime in 1996  
 3 Tannenbaum left the company and I think went back  
 4 to AT&T.  
 5 Q When you say Mr. Tannenbaum left the  
 6 company, you meant he left Novell?  
 7 A He left SCO.  
 8 Q Oh, okay. So Mr. Tannenbaum went to  
 9 Santa Cruz and then went back to AT&T?  
 10 A I think that was the sequence of it,  
 11 yeah.  
 12 Q Now you said that you, after the  
 13 purchase by Santa Cruz you went -- you stayed in  
 14 New Jersey, right?  
 15 A Yes.  
 16 Q Okay. Did the rest of the USL  
 17 business that was part of Novell in New Jersey  
 18 also continue to reside in New Jersey?  
 19 A There was a big development group  
 20 that was doing the UNIX software development and I  
 21 believe most, if not all of them went over to SCO.  
 22 Q And they stayed in New Jersey?  
 23 A And they stayed in New Jersey.  
 24 Q After you went to work for -- after  
 25 you went from Novell to Santa Cruz, did you keep

1 your various UNIX business files with you?  
 2 A Yeah, whatever we had we kept.  
 3 Q And would you and the rest of the  
 4 USL Legal Department that was part of Novell have  
 5 kept any files that they had including files such  
 6 as copyright registrations, copyright certificates  
 7 or patents that USL had been maintaining as part  
 8 of Novell?  
 9 A Yeah, yeah, I think we would have  
 10 kept them in the same place if we had them.  
 11 Q Now, Mr. Levine, you're a lawyer by  
 12 training; is that right?  
 13 A Yes.  
 14 Q Okay. How long did you practice as  
 15 a lawyer or are you still practicing as a lawyer?  
 16 A Well, I'm still a member of the New  
 17 Jersey bar, but the last time I did any legal work  
 18 really was the middle of 2002.  
 19 Q Are you retired?  
 20 A Semi.  
 21 Q When did you graduate from law  
 22 school?  
 23 A 1962.  
 24 Q Where did you graduate from law  
 25 school?

1 A Yes.  
 2 Q Do you have any understanding that  
 3 Novell -- well, scratch that.  
 4 Do you have any understanding as to  
 5 who within Novell in the Legal Department was  
 6 working on this contract?  
 7 A I recall that I worked on it and I  
 8 don't -- there were attorneys in Utah who also had  
 9 input to this as far as I remember.  
 10 Q Do you recall the name David  
 11 Bradford?  
 12 A Yes.  
 13 Q Do you know who David Bradford is?  
 14 A He was the head of the legal  
 15 department in -- of Novell in Utah I think at that  
 16 time.  
 17 Q Mr. Bradford was the general counsel  
 18 of Novell at the time of this agreement; is that  
 19 right?  
 20 MR. NORMAND: Object to the form.  
 21 A I don't remember if that's true or  
 22 not, I believe it was.  
 23 Q Do you recall who, if anyone else in  
 24 the Novell Legal Department had any role in the  
 25 September 1995 contract?

1 A I don't remember which of his  
 2 attorneys would have worked on this, if that's  
 3 your question.  
 4 Q Do you have any understanding as to  
 5 whether Novell hired outside lawyers to help in  
 6 the negotiation and drafting of this contract?  
 7 A I believe we did, yeah.  
 8 Q And do you have an understanding  
 9 that Novell hired the law firm of Wilson Sonsini  
 10 Goodrich & Rosati to help negotiate and draft this  
 11 contract?  
 12 A I believe that's correct.  
 13 Q You had worked with Wilson Sonsini  
 14 before in your transactional experience at  
 15 USL-Novell; isn't that right?  
 16 A I don't know that I did, maybe the  
 17 Tannenbaum did.  
 18 Q Did you work in any way on the  
 19 USL-Novell transaction?  
 20 A I don't recall.  
 21 Q In any event, you do recall that  
 22 Novell had hired Wilson Sonsini to negotiate and  
 23 draft this contract?  
 24 A Yes.  
 25 Q Do you know the name Tor Braham?

1 A I've heard the name, yes.  
 2 Q Do you know who Tor Braham is?  
 3 A I've never met him, no. I've heard  
 4 the name, that's about it.  
 5 Q Do you understand that he is a  
 6 lawyer from Wilson Sonsini that Novell had hired  
 7 to work on this contract?  
 8 A I've heard it, I don't know that on  
 9 my own.  
 10 Q Do you know the name Aaron Alter?  
 11 A Excuse me?  
 12 Q Do you know the name Aaron Alter?  
 13 A No.  
 14 Q As you sit here today, do you recall  
 15 what involvement, if any, you had in drafting or  
 16 contributing any portion of this particular  
 17 agreement dated September 19th, 1995?  
 18 A I know that I worked on drafting  
 19 some of the provisions, I don't know which ones in  
 20 particular.  
 21 Q And how is it that you recall that  
 22 you were involved in drafting some provisions?  
 23 A I was asked to do it by the  
 24 negotiators for Novell.  
 25 Q And as you sit here today are you

1 sure that any drafting that you did relating to  
 2 the Novell-Santa Cruz deal was in connection with  
 3 this particular September 19, 1995 contract as  
 4 opposed to an amendment to this contract?  
 5 A No, I can't recall specifically, you  
 6 know, what work I did on one versus the other.  
 7 Q Now do you -- you have read this  
 8 September 19, '95 Agreement I take it at some  
 9 point in time?  
 10 A Eleven, twelve years ago.  
 11 Q That was a long time ago?  
 12 A Yeah.  
 13 Q Do you remember any particular  
 14 provisions in this contract as you sit here today?  
 15 A No.  
 16 Q Memories can fade over time?  
 17 A Yes.  
 18 Q And as an experienced lawyer would  
 19 you agree with me that if you wanted to go back  
 20 after the fact and find out what the parties'  
 21 rights and obligations were under this contract  
 22 you could go read the contract?  
 23 MR. NORMAND: Objection to form.  
 24 A Well, that would be one source,  
 25 yeah.

1 that right?  
 2 A Eight Roman numerals, yes.  
 3 Q Right. And those are assets of  
 4 substance; isn't that right?  
 5 MR. NORMAND: Objection to form.  
 6 A Intellectual property, yes,  
 7 definitely.  
 8 Q Okay. And if you look at Roman V it  
 9 is entitled Intellectual Property, correct?  
 10 A Right.  
 11 Q And it lists two types of excluded  
 12 intellectual property, one, all copyrights and  
 13 trademarks except for the trademarks UNIX and  
 14 UnixWare, and two, all patents; do you see that?  
 15 A I see that.  
 16 Q Okay. What is listed is (a) and (b)  
 17 of Roman V are specifically excluded assets under  
 18 this contract, would you agree with me?  
 19 A Specifically listed assets, yes.  
 20 Q Specifically listed as excluded --  
 21 A Right.  
 22 Q -- assets, correct?  
 23 MR. NORMAND: Objection to form.  
 24 BY MR. BRAKEBILL:  
 25 Q In reading this do you understand

1 that Novell is excluding all patents from this  
 2 asset transfer?  
 3 A I understand what the agreement  
 4 says, I understand what the exclusions are in the  
 5 document.  
 6 Q Okay. And based on reading this  
 7 exclusion in the contract do you understand that  
 8 all copyrights and trademarks except for the  
 9 trademarks UNIX and UnixWare are excluded from  
 10 this asset transfer?  
 11 A No, I don't.  
 12 MR. NORMAND: Objection to form.  
 13 Objection to the extent it calls for a  
 14 legal conclusion.  
 15 BY MR. BRAKEBILL:  
 16 Q You disagree with the language in  
 17 this schedule; is that right?  
 18 MR. NORMAND: Objection to form.  
 19 A No, I don't disagree that these are  
 20 listed here, I disagree that in the context of  
 21 this agreement that this is, that this is the  
 22 whole story.  
 23 Q Do you disagree that the contract on  
 24 September 19th, 1995 specifically excluded all  
 25 copyrights and trademarks except for the

1 trademarks UNIX and UnixWare?  
 2 MR. NORMAND: Objection to form.  
 3 Objection to the extent it calls for a  
 4 legal conclusion.  
 5 A I cannot answer that Yes or No.  
 6 Q Why can't you answer that Yes or No?  
 7 A Because there's a premise that  
 8 hasn't been stated here, we're talking about a  
 9 written document and we're talking about the  
 10 party's intent.  
 11 Q Is this document, Schedule 1.1(b),  
 12 unclear to you?  
 13 A Yes.  
 14 Q How is it unclear to you?  
 15 A The asset that purports to be  
 16 transferred from Novell to SCO in the intent of  
 17 the parties will ex -- will include, to my reading  
 18 or to my knowledge, even though I don't remember  
 19 the specific terms of this agreement, the  
 20 intention was to convey all of these ownership and  
 21 auxillary ownership rights to the asset including  
 22 copyright. And the fact that there is this kind  
 23 of an exclusion there tells me that there is an  
 24 ambiguity in this agreement or a mutual mistake  
 25 which wipes out any kind of an integration clause.

1 I don't agree that that's what the agreement  
 2 means.  
 3 Q Can you tell me in your view what is  
 4 ambiguous about the exclusion on Schedule 1.1(b)  
 5 of, quote, all copyrights and trademarks except  
 6 for the trademarks UNIX and UnixWare?  
 7 MR. NORMAND: Objection to form.  
 8 Mischaracterizes his testimony.  
 9 A Can you repeat that question,  
 10 please?  
 11 Q Can you tell me in your view what is  
 12 ambiguous about the exclusion on Schedule 1.1(b)  
 13 of, quote, all copyrights and trademarks except  
 14 for the trademarks UNIX and UnixWare?  
 15 A I don't think you can exclude a  
 16 copyright in this kind of an asset transfer. I  
 17 think you can exclude a copyright if you're  
 18 transferring the physical manifestation of the  
 19 asset, but when you purport to transfer the whole  
 20 asset and all the business and everything else I  
 21 think inherent in that is going to be the  
 22 copyright and it's a contradiction in terms for  
 23 the copyright to be excluded like this.  
 24 Q So I take it if you had seen this in  
 25 the course of the negotiations you would have

1 MR. BRAKEBILL: Objection to form.  
 2 Foundation. Calls for speculation.  
 3 A Well, in my mind this is, this is  
 4 confirmatory of my view that the, the copyrights  
 5 that are now specified in this amendment would  
 6 have been transferred in any event because of the  
 7 scope of the rights in the transfer of the assets,  
 8 and this is confirmatory of that. This leaves no  
 9 doubt on black and white that, that this is what  
 10 was intended.  
 11 Q I'd like to ask you, Mr. Levine,  
 12 about Exhibit 202 which should be in your pile  
 13 somewhere.  
 14 Exhibit 202 has the fax cover sheet  
 15 indicating that it's from Burt Levine, yourself,  
 16 to Aaron Alter.  
 17 A Okay.  
 18 Q Dated September 18th, 1995. And --  
 19 A Yes.  
 20 Q -- attached to the fax cover sheet  
 21 is I believe your markup of Schedule 1.1(a) and  
 22 the Seller Disclosure Statement, do you see that?  
 23 A Yes.  
 24 Q Do you remember reviewing the  
 25 document earlier?

1 A Yes.  
 2 Q At any time when you were reviewing  
 3 this document in 1995 was it your view that Novell  
 4 was intending to retain the UNIX or UnixWare  
 5 copyrights under the APA?  
 6 MR. BRAKEBILL: Form.  
 7 A Not in the least, no.  
 8 THE REPORTER: I'm sorry, I didn't  
 9 hear your answer.  
 10 THE WITNESS: "Not in the least,  
 11 no."  
 12 BY MR. NORMAND:  
 13 Q At any time when you were reviewing  
 14 the schedule attached as part of Exhibit 202, was  
 15 it your view that the language of the APA served  
 16 to retain for Novell the UNIX or UnixWare  
 17 copyrights?  
 18 MR. BRAKEBILL: Form.  
 19 A Do you mean the APA in its original  
 20 form?  
 21 Q In the form that you were reviewing  
 22 it in the markup reflected in Exhibit 202.  
 23 You want the question read back?  
 24 A Please.  
 25 Q At any time when you were reviewing

1 the schedule attached as part of Exhibit 202, was  
 2 it your view that the language of the APA served  
 3 to retain for Novell the UNIX or UnixWare  
 4 copyrights?  
 5 MR. BRAKEBILL: Form.  
 6 A No. No.  
 7 Q I'm going to show you, Mr. Levine,  
 8 or have you turn your attention to Exhibit 203.  
 9 A (Complies.)  
 10 Q Exhibit 203 is the document with a  
 11 telecopy cover sheet under Wilson Sonsini  
 12 letterhead to you from Shannon Whisenant dated  
 13 September 18th, 1995, and attached to the cover  
 14 sheet is a version of Schedule 1.1(a) of the APA,  
 15 and it's stamped Draft on each page.  
 16 A Okay.  
 17 Q And the same is true for Schedule  
 18 1.1(b). Do you remember reviewing this document  
 19 this morning?  
 20 A Yes.  
 21 Q Was it ever your view in reviewing  
 22 the document attached as part of Exhibit 203 that  
 23 Novell intended to retain the UNIX or UnixWare  
 24 copyrights under the APA?  
 25 A No.

1 MR. BRAKEBILL: Form.  
 2 BY MR. NORMAND:  
 3 Q Was it ever your view when reviewing  
 4 the language of the document attached as Exhibit  
 5 203 that the language of the APA served to retain  
 6 for Novell the UNIX or UnixWare copyrights?  
 7 MR. BRAKEBILL: Form.  
 8 A No.  
 9 Q I direct your attention, Mr. Levine,  
 10 to Exhibit 204.  
 11 A (Complies.)  
 12 Q Exhibit 204 is the document with the  
 13 cover sheet under Novell's letterhead dated  
 14 September 15th, 1995 from you to Shannon  
 15 Whisenant, and attached to the document, among  
 16 other things, is your markup of the Seller  
 17 Disclosure Schedule and towards the back half of  
 18 the document your handwriting appears?  
 19 A Yes.  
 20 Q Do you remember reviewing this  
 21 document this morning?  
 22 A Yes.  
 23 Q Or this afternoon?  
 24 A Yes.  
 25 Q Was it your view at any time in