

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH

THE SCO GROUP, INC.,)	
)	Case No. 2:04CV00139
Plaintiff,)	
)	
vs.)	Videotaped Deposition of:
)	GREGORY JONES
NOVELL, INC.,)	
)	
Defendant.)	

May 10, 2007

9:53 a.m.

Hatch, James & Dodge
10 West Broadway, Suite 400
Salt Lake City, UT 84111

Sharon Morgan, CSR, RPR, CRR
Notary Public in and for the State of Utah

1 know.

2 Q. Do you know if anyone from Novell or their
3 outside counsel used a model agreement to start with
4 as a way of creating the APA?

5 A. I don't know.

6 Q. To what extent was Mr. Tolonen involved in
7 the negotiation or drafting of the APA?

8 A. Well, from his declaration, as he states, he
9 was involved in helping to develop the business terms
10 that needed to be reflected in the APA and he also
11 reviewed the final form of the APA before it was
12 executed and had conversations, it seems, during the
13 course of the negotiation. So that's my understanding
14 of his involvement.

15 Q. Could you or your counsel tell me whether
16 Novell is taking the position that discussions between
17 anyone on the Novell side and any of their outside
18 counsel regarding the drafting of the APA is
19 privileged?

20 MR. BRAKEBILL: You'll have to be a little
21 bit more clear in terms of what you mean.

22 MR. NORMAND: I take it that Novell's
23 position is some such communications might relate to
24 the question of business advice as opposed to legal
25 advice. Is that as a general statement fair to say.

1 MR. BRAKEBILL: That's true.

2 MR. NORMAND: So in order -- I mean, I'm
3 trying to see if there's blocks of questions I can
4 pursue or strike out, but I take it it may be a
5 question-to-question issue.

6 MR. BRAKEBILL: Yes, that's probably the best
7 to say. That's, unfortunately, probably the easiest
8 way to handle it. There simply may not be any --
9 although there theoretically could have been a
10 privileged communication about advice, there may not
11 be any more knowledge of any and therefore the
12 question may be appropriate to ask. There might be an
13 "I don't know" or "not that I'm aware of."

14 MR. NORMAND: But I take it as a general
15 matter, Novell's view is not that it has waived the
16 question of privileged communications between its
17 outside counsel and the employees of Novell with
18 respect to the negotiation of the APA.

19 MR. BRAKEBILL: Correct, but that doesn't
20 mean that there is unprivileged information that
21 cannot be discovered. And at least in terms of the
22 information that has been submitted in the chart and
23 the declarations, these would be communications that
24 are not privileged.

25 Q. (By Mr. Normand) Do you know whether

1 Q. It's not something that you spoke about with
2 Mr. Bradford or Mr. Braham or anyone else and they
3 gave you some understanding of it apart from the
4 literal language used here?

5 A. I can't recall anything like that. Let me
6 just say that, you know, to the extent I discussed it
7 with anyone, it was a privileged conversation. And
8 your specific question about, you know, third -- you
9 know -- yeah, so I just wanted to make that point.

10 Q. Let me make sure I understand. If you had
11 spoken with Mr. Braham and he explained his
12 understanding of this section, your view is your
13 discussion with him would be a privileged discussion?

14 A. Well, I didn't discuss it with him.

15 Q. I just need to know even generically --

16 A. I'll just tell you. So if I'm meeting with
17 my own counsel who's helping me prepare for the
18 deposition, I regard that as privileged.

19 Q. I just mean to ask about a discussion with
20 Mr. Braham that you may have had.

21 A. I said I didn't have that discussion with
22 him, so...

23 Q. You had discussions with Mr. Braham about
24 other topics, right?

25 A. Right.

1 Q. Do you or your counsel regard those
2 discussions with him as privileged ones in which I
3 can't ask about the nature of the discussions?

4 A. Yeah, he's -- I would say that the
5 information that's available in the declaration that
6 he filed is obviously not privileged. Anything beyond
7 that information I think would be privileged
8 communication.

9 Q. If he was describing to you Novell's intent
10 under the APA on an issue that he hadn't addressed in
11 his declaration? I don't understand how that's
12 privileged. Maybe we can just come at it when it
13 comes up.

14 A. Yeah, I mean, so I would generally regard it
15 as privileged --

16 MR. BRAKEBILL: If he was doing it at the
17 direction of counsel, it's part of work product and
18 litigation and would be privileged.

19 MR. NORMAND: There's an overlapping issue of
20 his preparation for his 30(b)(6) testimony. So we can
21 confront that, I guess, when the time comes.

22 Q. (By Mr. Normand) In any event, to the best
23 of your recollection, you didn't discuss this section
24 in 6.3(c) with any of the clients that you spoke with?

25 A. That's right.