

EXHIBIT 31

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IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
STATE OF UTAH

NOVELL, INC., a Delaware corporation,

Plaintiff,

vs.

THE CANOPY GROUP, INC., a Utah
corporation,

Defendant.

DECLARATION OF STEPHEN J. HILL

[FILED UNDER SEAL]

Civil No. 000402011

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

I, Stephen J. Hill, hereby declare as follows:

1. I was one of the attorneys who represented Caldera in *Caldera v. Microsoft*. In that capacity, I signed Plaintiff's Answers to Defendant's First Set of Interrogatories ("Plaintiff's Answers") in *Caldera v. Microsoft*, U.S District Court for the District of Utah, Cause No. 2:96CV 0645B. A copy of the relevant Interrogatory Answers are attached hereto as Exhibit "A."

2. I was initially retained by Novell to analyze Novell's potential antitrust claims against Microsoft. As part of that assignment, I reviewed evidence that Novell had provided to the United States Department of Justice and the Federal Trade Commission, I analyzed the potential amount of damages Novell had suffered as a result of Microsoft's predatory practices, and I prepared a draft Complaint stating Novell's claims. I was assisted in these tasks by other members of my law firm, and by attorneys from the Heller Ehrman White & McAuliffe law firm.

3. In addition, I had numerous conversations about the Microsoft antitrust case with David Bradford, Novell's General Counsel. Together with attorneys from the Heller Ehrman and Susman Godfrey law firms, I met with Mr. Bradford regarding Novell's antitrust case against Microsoft. On behalf of the three law firms, we proposed to Mr. Bradford that we would represent Novell in the litigation on a contingent fee basis.

4. When Novell decided it could not bring the antitrust case against Microsoft, Mr. Bradford suggested that the three law firms contact Caldera, the most likely purchaser of Novell's DR DOS business, including the cause of action against Microsoft. Subsequently, my

partner, Ryan Tibbitts, contacted Caldera on behalf of the three law firms. Together with Heller Ehrman, we met with Ralph Yarro and Ray Noorda and proposed to represent Caldera on a contingent fee basis. On July 18, 1996, we signed a contingent fee agreement to represent Caldera in the DR DOS-related antitrust lawsuit against Microsoft. That agreement, however, was contingent on the completion of an agreement between Novell and Caldera for the sale of Novell's DR DOS business to Caldera. At the time we signed the contingent fee agreement, Novell and Caldera were still negotiating the terms of an agreement regarding the sale of the DR DOS business.

5. Knowing that the statute of limitations was about to run, we revised the Complaint we had prepared for Novell to state the same claims on behalf of Caldera. We also encouraged Caldera to close its purchase of Novell's DR DOS Assets so we could file the lawsuit immediately. On July 23, 1996, the final day of negotiations between Novell and Caldera, I was standing by in my office to file the Complaint. Bryan Sparks called me as soon as the parties signed the written acquisition agreements. I then immediately walked across the street to the Federal Courthouse and filed the Complaint.

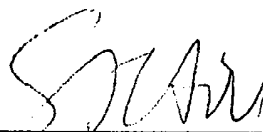
6. In April 1997, we received Microsoft's Interrogatory No. 5: "State what consideration Caldera provided to Novell in connection with Caldera's acquisition from Novell of Novell's DR DOS-related assets described in paragraph 4 of the Complaint." I understood the question to ask for the amount of the purchase price that Caldera paid to Novell for the DR DOS Assets.

7. Because Novell was a current client of my law firm, and my firm also because my firm represented Caldera in the Microsoft case, my firm could not represent either party in

connection with Caldera's purchase of the DR DOS business from Novell, and I did not endeavor to learn all the terms and conditions of the agreement between Novell and Caldera -- either at the time Caldera and Novell were in negotiations or after the transaction had closed.

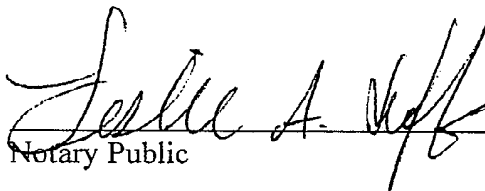
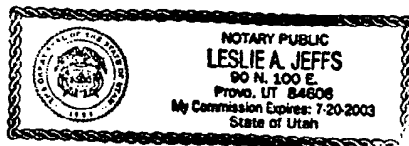
8. When we received Microsoft's Interrogatory approximately one year later, I asked Bryan Sparks about the purchase price that Caldera had paid for the DR DOS Assets. He told me that the purchase price was (a) \$400,000 in cash as provided in the Asset Purchase Agreement, and (b) further consideration, including a percentage of any settlement or judgment received by Caldera in the Microsoft antitrust lawsuit as provided in the Cross Platform License Agreement. I did not ask Mr. Sparks, and he did not tell me, whether Novell's percentage share would be calculated before or after deduction of the lawyers' contingent fee share and the costs of litigation financed by Ray Noorda. As a result, I prepared Plaintiff's Answer to state accurately that the purchase price for Novell's DR DOS business was included in the Asset Purchase Agreement and the Cross Platform License Agreement.

DATED and SIGNED this 2d day of May, 2002.



Stephen J. Hill

SUBSCRIBED AND SWORN to before me this 2 day of May, 2002.


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IN THE UNITED STATES DISTRICT COURT

DISTRICT OF UTAH, CENTRAL DIVISION

CALDERA, INC.

Plaintiff

vs.

MICROSOFT CORPORATION

Defendant.

PLAINTIFF'S ANSWERS TO
DEFENDANTS' FIRST SET OF
INTERROGATORIES

Case No.: 2:96CV 0645B

Judge Dec V. Benson

SCM00001

EXHIBIT

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Exhibit A

Material
Redacted

5. State what consideration Caldera provided to Novell in connection with Caldera's acquisition from Novell of Novell's DR DOS-related assets described in paragraph 4 of the Complaint.

ANSWER: The terms of the acquisition and the consideration provided by Caldera are set forth in the Asset Purchase Agreement and exhibits, including the Reservation of Rights and Bill of Sale, and the Novell Cross Platform Services and Novell Products Source Code License Agreement, all of which have been produced under the terms of the protective order.

6. Identify each and every asset purchased by Caldera under the Asset Purchase Agreement dated July 23, 1996 and described in paragraphs 4 and 7 of the Complaint.

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ANSWER: The assets transferred from Novell to Caldera include all Transferred Assets as described in Section 2 of the Asset Purchase Agreement between Caldera and Novell dated July 23, 1996 (the "Asset Purchase Agreement") and the Bill of Sale attached as Exhibit C thereto, including the DOS Products described in § 2.6, the Related Technology described in § 2.11, the Transferred Marks described in § 2.17, the Transferred Copyrights described in § 2.15, and the Documentation described in § 2.4. Novell also transferred to Caldera "any and all claims or causes of action held by Novell at the Closing Date and associated directly or indirectly with any of the DOS Products or Related Technology," as provided in § 3.1 of the Asset Purchase Agreement.

7. State whether there are any agreements between Caldera and Novell regarding the conduct of this litigation, including agreements regarding (i) cooperation in pretrial discovery or at trial and (ii) reimbursement of expenses incurred by Novell or Caldera, and for each agreement, describe its basic terms and identify the documents that comprise the agreement.

ANSWER: Novell agreed to provide to Caldera "all accounting and legal records directly related to the abuse or enforcement of any right or interest in the Transferred Assets (excluding any portions of such records that consist of privileged communications and are not directly related to such abuse or enforcement)," as provided in paragraph 2.4 of the Asset Purchase Agreement. There is no agreement between Novell and Caldera regarding reimbursement of expenses incurred by Novell or Caldera in connection with this litigation.

8. State whether any person other than Caldera has an interest, fixed or contingent, in any recovery that Caldera may obtain in connection with the claims asserted in the Complaint and, if so, identify each and every person who has such an interest and describe what that person's interest is.

ANSWER: Caldera objects to this interrogatory as seeking information that is not relevant to any issue relating to the contemplated venue transfer motion.

Material
Redacted

Material
Redacted

DATED this 25th day of April, 1997.


SNOW, CHRISTENSEN & MARTINEAU

By Stephen J. Hill
Stephen J. Hill
Attorneys for Caldera, Inc.


VERIFICATION

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

Bryan Sparks, President of Caldera, Inc., being first duly sworn, says that he is the authorized agent of Caldera, Inc., for the purpose of executing Plaintiff's Answers to Defendant's First Set of Interrogatories on its behalf, and that he has so executed them in accord with applicable law and rules.


Bryan Sparks, President
Caldera, Inc.

SUBSCRIBED AND SWORN to before me this 25th day of April, 1997.


NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:

