

## Exhibit D

UNITED STATES BANKRUPTCY COURT \_\_\_\_\_ DISTRICT OF DELAWARE

PROOF OF CLAIM

Name of Debtor:

The SCO Group, Inc., et al.

Case Number:

07-11337 (KG)

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property): Novell, Inc.

Name and address where notices should be sent:

c/o Morrison & Foerster LLP  
425 Market Street  
San Francisco, California 94105  
Attention: Adam A. Lewis, Esq.  
Telephone number: (415) 268-7000

☒ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: 146

(If known)

Filed on: April 18, 2008

Name and address where payment should be sent (if different from above):

Telephone number:

3,506,526.00 (inclusive of  
\$625,486.90 funds in trust  
for Novell by the debtor per  
attachments) plus additional  
accruals per the attached  
§ Rider and Exhibits

1. Amount of Claim as of Date Case Filed:

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

See attached Rider and

2. Basis for Claim: Exhibits

(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: \_\_\_\_\_

3a. Debtor may have scheduled account as: \_\_\_\_\_

(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other  
Describe:

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

☐ Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

☐ Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(\_\_\_\_\_).

Amount entitled to priority:

\$ \_\_\_\_\_

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

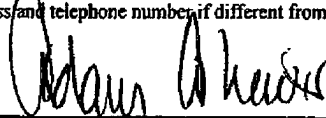
FILED / RECEIVED

MAR 27 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

American LegalNet, Inc.  
www.FormsWorkFlow.com

COPY

Date: 3/25/09	<p>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p>Adam Lewis, Authorized Agent and Counsel</p> 	FOR COURT USE ONLY
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Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

YBC

**NOVELL, INC.**  
**Rider to Amendment to Proof of Claim No. 146 (filed April 18, 2008)**  
***In re The SCO Group, Inc.***  
**United States Bankruptcy Court**  
**District of Delaware**  
**Case No. 07-11337**

1. On April 18, 2008, Novell, Inc. ("Novell") filed its proof of claim based upon an August 10, 2007 partial summary judgment it had obtained prepetition against The SCO Group, Inc. (the "debtor"), in *The SCO Group, Inc. v. Novell, Inc.*, United States District Court, District of Utah, Case No. 2:04CV00139 (the "District Court Action").

2. The trial on the issues left by the partial summary judgment was set for September 14, 2007, a Monday. The Debtor filed its voluntary chapter 11 petition, thereby initiating the above bankruptcy case, on September 11, 2007. The filing stayed the District Court Action.

3. In late November 2007, Novell obtained stay relief to complete the District Court Action. Ultimately, Novell obtained a money judgment, including about \$625,000 that SCO was to hold in trust for Novell. (*See* Final Judgment attached as Exhibit A); Agreed Order Resolving Novell's Motion [etc.] (filed December 29, 2008, Dkt. No. 644.)

4. The Final Judgment provides for a money judgment of \$2,547,817, plus \$918,122 in prejudgment interest to and including August 29, 2008, plus \$40,587 in additional prejudgment interest at \$489 per diem for 83 days from August 30, 2008 through November 20, 2008. The Final Judgment continues to accrue postjudgment interest at the federal rate.

5. Novell's application for costs of \$127,432.20 is pending before the District Court. A copy of Novell's Bill of Costs is attached as Exhibit B.

6. Novell reserves the right to increase its claim by such costs as the District Court shall allow and any other interest and costs accruing under the terms of the Final Judgment.

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**IN THE UNITED STATES DISTRICT COURT**  
**DISTRICT OF UTAH, CENTRAL DIVISION**

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THE SCO GROUP, INC., a Delaware  
corporation,

Plaintiff and Counterclaim-  
Defendant,

v.

NOVELL, INC., a Delaware corporation,

Defendant and Counterclaim-  
Plaintiff.

**FINAL JUDGMENT**

Case No. 2:04CV00139

Judge Dale A. Kimball

Whereas by Memorandum Decision and Order dated August 10, 2007, the Court having ruled on the parties' summary judgment motions, and the matter having come before the Court for trial on April 29 and 30 and May 1 and 2, 2008, and the Court having issued its Findings of Fact, Conclusions of Law, and Order dated July 16, 2008, and the parties having stipulated or moved to dismiss the claims remaining after the foregoing Orders, and the Court having considered the submissions of the parties concerning the entry of Final Judgment, and good cause appearing, it is **ORDERED, ADJUDGED, AND DECREED** that:

1. SCO's claims for Slander of Title (Count I) and Specific Performance (Count III) are dismissed pursuant to the Court's Memorandum Decision and Order dated August 10, 2007.

2. SCO's claims for Breach of Contract (Count II), Copyright Infringement (Count IV), and Unfair Competition (Count V) are dismissed pursuant to the Court's Memorandum Decision and Order dated August 10, 2007, insofar as these claims are based on ownership of pre-APA UNIX and UnixWare copyrights.

EXHIBIT   A

3. The remaining portions of SCO's claims for Breach of Contract (Count II), Copyright Infringement (Count IV), and Unfair Competition (Count V) are voluntarily dismissed with prejudice, without the possibility of renewal following appeal.

4. With respect to Novell's claims for Declaratory Relief (Count IV), pursuant to the Court's Memorandum Decision and Order dated August 10, 2007, Novell is entitled to direct SCO to waive claims against IBM, Sequent, and other SVRX licensees; Novell is entitled to waive such claims on SCO's behalf; and SCO is obligated to recognize such a waiver. In addition, pursuant to the Court's Findings of Fact, Conclusions of Law, and Order dated July 16, 2008, SCO was not authorized under the APA to amend, in the 2003 Sun Agreement, Sun's 1994 SVRX buyout agreement with Novell, and SCO needed to obtain Novell's approval before entering into the amendment; but SCO was fully authorized under the APA to enter into the 2003 Microsoft Agreement and the SCOSource Agreements with Linux end-users without any approval by Novell.

5. With respect to Novell's claims for Constructive Trust/Restitution/Unjust Enrichment (Count VI), Breach of Fiduciary Duty (Count VII), and Conversion (Count VIII), pursuant to the Court's Findings of Fact, Conclusions of Law, and Order dated July 16, 2008, Judgment is hereby entered in favor of Novell for \$2,547,817, for the revenues from the 2003 Sun Agreement attributable to the unauthorized amendment of the SVRX confidentiality provisions in Sun's 1994 SVRX buyout agreement with Novell. Pursuant to the parties' agreement reflected in Novell's Unopposed Submission Regarding Prejudgment Interest dated August 29, 2008, that award is increased by \$918,122 in prejudgment interest through August 29, 2008, plus \$489 per diem thereafter until the date of this Judgment.

6. Further with respect to Novell's claim for a Constructive Trust (Count VI), as reported in Novell's Submission Regarding the Entry of Final Judgment dated August 29, 2008, the parties have reached an agreement as to the amount of the constructive trust (\$625,486.90), and

the parties will be reporting that amount to the Bankruptcy Court in the related bankruptcy proceeding, if they have not already done so.

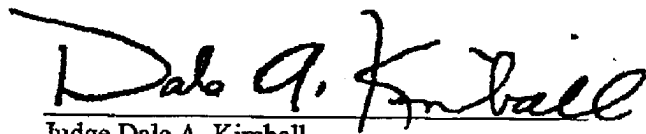
7. Novell's claim for Accounting (Count IX) is mooted by the Court's Memorandum Decision and Order dated August 10, 2007.

8. Pursuant to the parties' Joint Statement dated August 17, 2007, and Supplemental Joint Statement dated August 24, 2007, Novell's claims for Slander of Title (Count I), Breach of Contract (Count II), and Declaratory Relief (Count V) are voluntarily dismissed, with the right to pursue these claims only in this action, should there be a subsequent adjudication or trial in this action.

9. Pursuant to the Court's Order dated September 7, 2007, granting Novell's Motion to Voluntarily Dismiss Its Third Claim for Relief dated August 24, 2007, Novell's claim for Breach of Contract (Count III) is voluntarily dismissed, with the right to pursue this claim only in this action, should there be a subsequent adjudication or trial in this action.

DATED this 20<sup>th</sup> Day of November, 2008

BY THE COURT:

A handwritten signature in black ink, reading "Dale A. Kimball". The signature is written in a cursive, flowing style. The first name "Dale" is written in a larger, more prominent script, followed by "A." and "Kimball".

Judge Dale A. Kimball  
United States District Court Judge

## UNITED STATES DISTRICT COURT

for the  
District of Utah

THE SCO GROUP, INC.

v.

NOVELL, INC.

Case No.: 2:04-CV-00139

## Bill of Costs

Judgment having been entered in the above entitled 11/20/2008 against THE SCO GROUP, INC.,  
Date

the Clerk is requested to tax the following as costs:

Fees of the Clerk .....	\$ 290.00
Fees for service of summons and subpoena .....	2,810.50
Fees for printed or electronically recorded transcripts necessarily obtained for use in the case .....	124,331.70
Fees and disbursements for printing .....	
Fees for witnesses (itemize on page two) .....	0.00
Fees for exemplification and the costs of making copies of any materials where the copies are necessarily obtained for use in the case. ....	
Docket fees under 28 U.S.C. 1923 .....	
Costs as shown on Mandate of Court of Appeals .....	
Compensation of court-appointed experts .....	
Compensation of interpreters and costs of special interpretation services under 28 U.S.C. 1828 .....	
Other costs (please itemize) .....	
TOTAL	\$ 127,432.20

SPECIAL NOTE: Attach to your bill an itemization and documentation for requested costs in all categories.

## Declaration

I declare under penalty of perjury that the foregoing costs are correct and were necessarily incurred in this action and that the services for which fees have been charged were actually and necessarily performed. A copy of this bill has been served on all parties in the following manner:

- ☒ Electronic service by e-mail as set forth below and/or.  
☐ Conventional service by first class mail, postage prepaid as set forth below.

s/ Attorney: D. E. MelaughName of David E. MelaughFor: Novell, Inc.Date: 12/10/2008

Name of Claiming Party

Costs are taxed in the amount of \_\_\_\_\_ and included in the judgment.

Clerk of Court

By: \_\_\_\_\_

Deputy Clerk

Date

EXHIBIT B



Witness Fees (computation, cf. 28 U.S.C. 1821 for statutory fees)							
NAME, CITY AND STATE OF RESIDENCE	ATTENDANCE		SUBSISTENCE		MILEAGE		Total Cost Each Witness
	Days	Total Cost	Days	Total Cost	Miles	Total Cost	
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
					TOTAL		\$0.00

**NOTICE**

Section 1924, Title 28, U.S. Code (effective September 1, 1948) provides:  
 "Sec. 1924. Verification of bill of costs."  
 "Before any bill of costs is taxed, the party claiming any item of cost or disbursement shall attach thereto an affidavit, made by himself or by his duly authorized attorney or agent having knowledge of the facts, that such item is correct and has been necessarily incurred in the case and that the services for which fees have been charged were actually and necessarily performed."

See also Section 1920 of Title 28, which reads in part as follows:  
 "A bill of costs shall be filed in the case and, upon allowance, included in the judgment or decree."

The Federal Rules of Civil Procedure contain the following provisions:

**RULE 54(d)(1)**

Costs Other than Attorneys' Fees.

Unless a federal statute, these rules, or a court order provides otherwise, costs — other than attorney's fees — should be allowed to the prevailing party. But costs against the United States, its officers, and its agencies may be imposed only to the extent allowed by law. The clerk may tax costs on 1 day's notice. On motion served within the next 5 days, the court may review the clerk's action.

**RULE 6**

(d) Additional Time After Certain Kinds of Service.

When a party may or must act within a specified time after service and service is made under Rule 5(b)(2)(C), (D), (E), or (F), 3 days are added after the period would otherwise expire under Rule 6(a).

**RULE 58(e)**

Cost or Fee Awards:

Ordinarily, the entry of judgment may not be delayed, nor the time for appeal extended, in order to tax costs or award fees. But if a timely motion for attorney's fees is made under Rule 54(d)(2), the court may act before a notice of appeal has been filed and become effective to order that the motion have the same effect under Federal Rule of Appellate Procedure 4(a)(4) as a timely motion under Rule 59.