

26. Q — If a carrier requested two participating institutions to agree to televise their game during the National Series and they decline (e.g., because they cannot agree on price or to withhold the game for another package), are those institutions still able to participate in the pass-over revenue available to Division I-A institutions not appearing on the National Series?

A — Yes. The National Plan does not require any institution to accept any offer. The institutions, however, could participate in other television presentations offered that date.

27. Q — Do the Standards of Presentation set forth in Article 11 of the National Plan apply to participants' games televised outside the National Series by qualified carriers?

A — No; however, institutions and their conferences may want to implement the same standards for all games.

28. Q -- Under Article 2 of the National Football Television Plan, what is meant by the phrase "practically appropriate"?

A -- The carriers may determine that there are an insufficient number of Division I-A members which elect to participate in the Plan.

29. Q — Why is there a requirement that the members execute a voluntary election form?

A — So that the carriers (qualified organizations) which desire to acquire games will have a preliminary indication of institutions that will participate in the National Plan.

30. Q -- If a majority approves the National Football Television Plan, but only minority elects to participate in it, what happens to the National Plan?

A -- If the minority participating in the National Plan are of such quality to enable the carrier to televise a series of representative national games, it would be deemed practicable to implement the National Football Television Plan.

31. Q -- Be explicit concerning telecasting opportunities for a game between a participating institution (A) and a nonparticipating institution (B)?

A -- There are four possible situations.

If the game is played at institution A:

a) It may be televised on the National Series subject to the provisions of this Plan if both institutions agree;

EXHIBIT 8

1 UNITED STATES DISTRICT COURT
2 EASTERN DISTRICT OF CALIFORNIA

3 PAPPAS TELECASTING, INC., a
4 California corporation, and as
Public Trustee,
5 Plaintiff,

6 vs.

NO. CV-F 92-5589-OWW

7 PRIME TICKET NETWORK, a California
8 Limited Partnership, CVN, INC.,
The PACIFIC-10 CONFERENCE, a
9 California non-profit association,
CAPITAL CITIES/ABC, INC., a
10 New York corporation, and DOES 1
through 20, inclusive,
Defendants.

11
12
13 DEPOSITION OF JIM LIVENGOOD

14 Deposition upon oral examination of JIM LIVENGOOD,
15 taken at the request of the Plaintiff, before David
16 Storey, a notary public, at the Attorney General's
17 Office, W. 1116 Riverside, Spokane, Washington,
18 commencing at or about 9:30 a.m., on September 16,
19 1993, pursuant to the Federal Rules of Civil
20 Procedure.

21
22 APPEARANCES:

23 FOR THE PLAINTIFF:

CRIFE & GRAHAM
By: Gary E. Cripe
Attorney at Law
2436 N. Euclid Ave., #5
Upland, CA 91786

25 1

1 same reasons, okay?

2 A. Clearly understood.

3 Q. Okay, good. Give me your educational background
4 if you would, sir?

5 A. I was educated from a high school standpoint in
6 Quincy, Washington. I am a native of this state born
7 in Walla Walla, I went to Quincy High School, went to
8 Washington State University for a year, transferred,
9 went to community college, Everett Community College
10 for 2 years. And then graduated from Brigham Young
11 University with a bachelor's degree in physical
12 education, a minor in psychology. Finished and did
13 postgraduate work at Central Washington University.
14 After a while teaching in the State of Washington, I
15 taught in public schools, taught and coached in the
16 state for 13 years, prior to coming to Washington
17 State in 1980.

18 Q. What year did you receive your degree from BYU?

19 A. 1968.

20 Q. And am I correct that you did not receive a
21 postgraduate degree? That you did some studies but
22 you didn't receive a--

23 A. Fifth year education, no, exactly.

24 Q. If you would, just give me a thumbnail sketch of
25 your work history since 1968?

1 A. 1968 taught and coached in 3 different high
2 schools in the state of Washington, up until
3 1972--well, actually 1980--I taught in 3 different
4 high schools. 1980 went to Washington University.
5 Spent 5 years at Washington State University in 2
6 different positions. First year as an assistant
7 athletic director, the last 4 as associate athletic
8 director. In '85 I went to Southern Illinois
9 University in Carbondale, Illinois as director of
10 intercollegiate athletics, spent 2 years and came
11 back to Washington on September 1, 1987 as director
12 of intercollegiate athletics and have been at
13 Washington State since 1987.

14 Q. Prior to 1991 in your capacity as athletic
15 director, had you had any occasion to negotiate a
16 relationship between Washington State University and
17 Fresno State University?

18 MS. KONDO: Objection, it is vague, what
19 are you talking about when you say negotiation and
20 relationship?

21 Q. (BY MR. CRIPE) Well, I will withdraw the
22 question. We will mark as Exhibit 6 a document that
23 has been submitted as an exhibit by Mr. Hinman, as a
24 motion.

25

1 A. To the best of my knowledge, no.

2 Q. And you have never seen it until I just showed it
3 to you today, is that correct?

4 A. Until you showed it to me today.

5 Q. All right. Have you had any discussion about the
6 contents of this letter independent of whether or not
7 you have seen it before?

8 A. No, I haven't.

9 Q. Have you had any conversations with Mr. Commons
10 about this situation, that is, the lawsuit and the
11 issues involved in the lawsuit or anything of that
12 kind?

13 A. No, I haven't.

14 Q. Okay. I'd like for you to take a look at this
15 letter, and if you need further time please take it
16 and if not, that's fine. I'd like for you to tell me
17 if there is anything in this letter that suggests to
18 you that a live telecast of the September 14, 1991
19 game was contemplated to be a live broadcast, at
20 least by Mr. Zuckerman, the author of the letter?

21 MS. KONDO: Take as much time as you need
22 to look at it, Jim.

23 A. Could you restate the question?

24 Q. (BY MR. CRIPE) Based upon your review of this
25 letter, is there anything in this letter that

1 suggests to you that Mr. Zuckerman believed that he
2 was going to be telecasting the game on September 14,
3 1991 on a live basis?

4 MS. KONDO: Object to the extent that you
5 are asking him to speculate about what Mr. Zuckerman
6 thought. If you want to ask him what he thinks after
7 having read the letter that is one thing but I don't
8 see how he can possibly speculate as to what Mr.
9 Zuckerman thought.

10 Q. (BY MR. CRIPE) Answer the question unless your
11 counsel instructs you otherwise.

12 A. Well, I would think the only thing in there would
13 be potentially commercial coordination. Kick-off at
14 2:08, we do all of our home games on a DB, delayed
15 basis. An example last Saturday with Montana State,
16 the game was kicked off at 3:38 so that is not
17 a--commercial coordination could be. There would not
18 be anything else unless I am misreading part of this
19 or not understanding it, that would jump out at me.

20 Q. All right. There would be no need to do
21 commercial coordination on a delayed broadcast, would
22 there?

23 A. Not necessarily. That would all depend upon
24 whoever is doing the game.

25 Q. Why would that matter who was doing the game, I

1 A. (Shakes head negatively.)

2 Q. Did you say anything to him?

3 A. I said, yeah, yes, I did something to him, I
4 said, Harold, let's get it figured out, let's get it
5 straightened out.

6 Q. Did you give him any suggestions or directions or
7 instructions as to what was necessary in order to get
8 it straightened out?

9 A. He is very, very competent of handling that
10 situation, and very competent of handling our
11 television area.

12 Q. All right. At the time that you had that
13 conversation with Mr. Gibson, was there any belief in
14 your mind that there would be a problem with doing a
15 live telecast of that game?

16 A. Well, absolutely because we had not done one.

17 Q. Why is that a problem?

18 A. Well, I--I am not sure I understand the
19 question. It is a problem for me, because we had not
20 done one so, therefore, you know, why wouldn't it be
21 a problem?

22 Q. Well, sir, I mean I am just trying to find out
23 from you why a live telecast, what about a live
24 telecast would make it a problem for Washington State
25 as distinguished from a delayed broadcast which

EXHIBIT 9

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IN THE UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

PAPPAS TELECASTING, INC., a)
California corporation, and as)
Public Trustee,)
Plaintiff,)

vs.

No. CV-F 92-5589-OWW

PRIME TICKET NETWORK, a California)
Limited Partnership, CVN, INC.,)
The PACIFIC-10 CONFERENCE, a)
California non-profit association,)
CAPITAL CITIES/ABC, INC.,)
a New York corporation, and DOES 1)
through 20, inclusive,)
Defendants.)

DEPOSITION OF MICHAEL DAVID CORWIN

Taken on behalf of the Plaintiff.

BE IT REMEMBERED that, pursuant to the stipulation of counsel for the respective parties hereinafter set forth, the deposition of MICHAEL DAVID CORWIN, the witness herein, was taken before Leanne L. Pace, a Notary Public for Oregon, on Tuesday, September 14, 1993, beginning at the hour of 1:30 o'clock p.m., in the law offices of DEPARTMENT OF JUSTICE, 1162 Court Street, Salem, Oregon; with Randy Moss located in Washington, D.C..

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1 it, and my admonition to do the same and give the
2 best testimony you can. This is a deposition, not an
3 inquisition, if you need to get up and make a
4 telephone call, or you want a five minute break or
5 what have you, let us know and we'll be happy to
6 accommodate that request. And we'll just try to get
7 you in and out of here as fast as possible.

8 If you would, please, sir, would you give me
9 just a brief outline of your educational experience
10 starting with the date and the institution which you
11 attended or from which you graduated college if you
12 did.

13 A. 1977, graduate radio-television of San Francisco
14 State University.

15 Q. And that was what, a bachelors degree?

16 A. Yes, it was.

17 Q. Have you gone on to acquire additional degrees?

18 A. I have not.

19 Q. Have you taken any other formal education since your
20 graduation in 1977?

21 A. No.

22 Q. If you would, if you could give me an outline of
23 your work history since you graduated from college in
24 1977.

25 A. Would have been with radio station in Sonora,

1 California, KBLM radio. Two years there. Two years
2 at Southern Oregon State College in Ashland, Oregon,
3 as the sports information director. And assistant to
4 the athletic director. 1981 I joined Oregon State
5 University within the sports information office.
6 Became assistant athletic director in 1990.

7 Q. What did you do in the sports information office
8 between 1981 and 1990?

9 A. Primary responsibility was with the men's basketball
10 program handling publicity for men's basketball. At
11 the time I got there there it was a, was a 21 sport
12 program at Oregon State, now 15 sports. And those
13 sports were divided up somewhat equivalently. I had
14 about three or four different sports that I handled
15 the publicity for, men's basketball being the
16 primary.

17 Q. What role if any did you play with respect to
18 publicity concerning college football between those
19 years 1981 through 19 -- until you became assistant
20 athletic director in 1990?

21 A. Was strictly a secondary role to Hal Cowan the Sports
22 Information Director.

23 Q. What role if any did you play in the negotiation of
24 contracts between visiting teams and home team OSU
25 with regard to college football between '81 and '90?

1 a crew would be coming, or whether we split time with
2 Prime Sports Northwest. And then I will serve as a,
3 kind of the venue for getting the information out. I
4 get it to Hal Cowan. I get it to the ticket office,
5 things like that.

6 In the case of a live I would go straight to
7 Dutch. Dutch would then make the arrangements with
8 the other school, get it back to me and then I'll
9 become the -- broker of the information.

10 Q. Attached as Exhibit A to your declaration there is a
11 letter dated 6 -- I'm sorry I thought you had it. Is
12 the letter dated 6-26-91 to you from Scott Johnson,
13 is that correct?

14 A. That's correct.

15 Q. All right. Now, down beneath Scott's signature it
16 says "Dutch Baughman (AD)," is that your handwriting?

17 A. No, it's not.

18 Q. Do you recognize that handwriting?

19 A. I do not.

20 Q. Did you receive this letter Exhibit A within a day or
21 two of 6-26-91?

22 A. I received it within several days of the date above,
23 yes.

24 Q. Did it have this notation on it, Dutch Baughman (AD)
25 at the bottom of it when you received it?

1 Q. Have you had any conversations with Mr. Johnson on
2 the subject since June of 1991 when you had the first
3 conversation with him?

4 A. No.

5 Q. Have you had any conversations with anybody at Fresno
6 State University with regard to any of these matters?

7 A. None whatsoever.

8 Q. Okay. Now, with all of that, tell me inasmuch detail
9 as you can the substance of the conversation you had
10 with Mr. Johnson to the extent you can remember his
11 actual words or your actual words. I'm entitled to
12 know that to the extent that you just have a
13 recollection of the substance distinguished from the
14 actual words, I'm entitled to know that.

15 A. Scott was looking to telecast the OSU-Fresno State
16 football game. He referred to our past relationship
17 in doing it much along the lines that we had in the
18 past. In the past for us we have gone delayed from
19 Fresno. I said, "no problem." He says, "will that
20 involve any kind of rights fee?" I said, "No.
21 Again, we are going back to the same relationship
22 that we had in past years." He said, "right." I
23 said, "please just get the -- a memo to me very short
24 and succinct but something to the effect that you're
25 looking to telecast that game and we'll go from

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A. Yeah.

MR. CRIPE: Eric, would you make that contract available to me, it might save us some time. Do you have it available now or --

MR. BLOCH: Right now. Take five minutes.

(WHEREUPON, Plaintiff's Deposition Exhibit No. 4, FOOTBALL CONTRACT, was marked for identification.)

Q. I would like to -- you're taking a look at, sir, what's been marked as Exhibit 4. And that's a document entitled Oregon State University Department of Intercollegiate Athletic Football Contract. And purports to have been entered into on the 17th day of March, 1980. Sir, is this the contract that you previously have seen with regard to the FSU-OSU relationship?

A. My first viewing of this contract was when this case came to light and Eric's office required a copy of it.

Q. Okay. To the best of your knowledge is this the contract that governed the game between Fresno State and Oregon State on September 21, 1991?

A. Yes, it is.

Q. And likewise it governed the game that was played in Fresno on September 19, 1992, is that correct, that's your understanding?

2 1 should be split equally between the two parties."

2 Q. Okay. Does that mean that a rights fee has to be
3 negotiated, or does that mean that if the visiting
4 team has an agreement with a broadcaster whereby the
5 visiting team will receive revenues for the live
6 telecast of the game that the visiting team is
7 obligated to split the revenues on a 50-50 basis with
8 Oregon State?

9 MR. HINMAN: I'm going to object on the
10 basis it calls for a conclusion.

11 A. To my knowledge our arrangements are negotiated,
12 however there is a set stipulation here. That's all
13 I can go by.

14 Q. Okay. Is it your understanding that, that this
15 provision to which we have just made reference at the
16 end of paragraph five would suggest that a
17 negotiation for a rights fee would not need to take
18 place because one had already been established?

19 MR. HINMAN: Same objection, calls for
20 conclusion.

21 MR. CRIPE: That's fine.

22 (Mr. Cripe continuing) Is that your understanding
23 of the provision?

24 A. I didn't know that to be the case. I do not know.

25 Q. But as you sit here today is that your understanding

1 of the provision?

2 A. I read it like you do.

3 Q. Okay. Good enough for me. Assuming that you're
4 reading and my reading are the same, would therefore
5 be the case that the only thing that would have to be
6 negotiated for a live telecast in addition to that
7 which would have to be negotiated for a delayed
8 broadcast would be the exclusivity window, is that a
9 correct situation?

10 A. Again, again, that would be a major consideration,
11 um -- based on what we read here.

12 Q. Okay. So as we look back on the situation, the --
13 the thing that would have had to have been resolved
14 as a practical matter in order for there to be a live
15 broadcast of the OSU-FSU game was that exclusivity
16 window?

17 MR. HAUSER:- Objection, calling for a legal
18 conclusion. And calling for him to look at the
19 documet and read it as if he was a lawyer, a
20 good lawyer at that.

21 MR. CRIPE: Okay.

22 (Mr. Cripe continuing) You can answer it.

23 A. Live television to be mutually agreed upon. All
24 aspects of live television would have to be mutually
25 agreed upon. That's where we came into problem.



Oregon State University
Department of Intercollegiate Athletics
Football Contract

RECEIVED
DEC 02 1992
Criminal Division, Dept. of Justice
Salem, Oregon

This agreement is made and entered into as of the 17th
day of March, 19 80 by and between Oregon
State University hereinafter called "Host Party", and
Fresno State University, hereinafter
called "Visiting Party."

Witnesseth:

Now, therefore, the parties hereto hereby agree as follows:

1. The varsity football teams representing the respective parties hereto will play each other at Parker Stadium hereinafter called "game site" in the City of Corvallis, State of Oregon, on the 21st day of September, 19 80, game time will be mutually agreed to by both parties but no later than March 1 preceding the year of the game.
2. There will be a return contest to be played in the City of Fresno, State of California on the 19th day of September, 19 92.
3. For and in consideration of the participation by the visiting party in said contest, host party agrees to pay to the visiting party a sum equal to fifty percent (50%) of the net receipts realized from said contest or a sum of Forty thousand dollars (\$40,000.00), whichever is greater. Host party shall render to visiting party a financial settlement no later than 90 days after said contest.
4. The host party shall deduct fifteen percent (15%) of gross income to cover the game expenses, this cost shall be deducted from gross income to arrive at net receipts.
5. Gross receipts for the purposes of this agreement shall be the amount realized from the sale of tickets for the contest played hereunder, less any applicable government tax or assessments levied or charged in connection with the sale of tickets to the said contest and less an amount equal to the sum of all monies expended for game officials' fees and expenses in connection with the said contest. Gross receipts shall not include monies received for tickets sold to host party faculty and full-time employees, their spouses, students and their spouses, nor shall it include any amount realized from radio and post-game television in the home area of each institution. Live television of said contest must be mutually agreed upon by both parties hereto. Any amount realized from sale of live television transmission rights for the said contest shall be split equal between the two parties.

6. Game ticket prices will be established by the host party no later than March 1 preceding the playing of the aforementioned contest and tickets shall be accounted for at the price printed thereon and any deviation from the aforementioned pricing must be approved by both parties.
7. The host party is entitled to 500 complimentary tickets, the visiting team is entitled to 200 complimentary tickets. Mutual complimentary tickets that are beneficial to both parties will be accounted for in the financial statement at zero value.
8. Cheerleaders, yell leaders, and members of the marching band of the host party, all in uniforms, and the band with instruments, shall be admitted to the game at no cost and permitted to perform thereat. Upon mutual agreement of both parties the visiting party's cheerleaders, yell leaders, and members of the marching band, all in uniforms, and the band with instruments shall be admitted to the game at no cost and be permitted to perform thereat, it is understood that a request by the visiting party for such an agreement shall be made not later than two weeks before the date of the contest.
9. Host party hereto agrees to provide, at no cost to the visiting party, adequate facilities at the game site to originate one live radio broadcast and one delayed telecast necessary to enable the visiting party to fulfill its contractual obligations in connection with the sale of radio and post-game television rights.
10. Host party agrees to provide adequate facilities at no cost at its home stadium for the filming of the game by the visiting party.
11. The game officials shall be appointed from Pac-10 Conference, and Pacific Coast Conference.
12. The football game shall be governed in all respects including the eligibility of players, by the rules of the National Collegiate Association, the Conference of which each party is a member, and the Institutional rules of each party.
13. The Athletic Publicity Representative of the visiting party shall arrive no later than 9:00 a.m. on the Monday morning preceding the contest or at a later time if so determined by the Director of Athletics of the host party.
14. It is understood and agreed that neither party hereto can foresee the exigencies beyond the control of either party which hereafter may arise by reason of unusual occurrences, Acts of God and nature, and Acts of the Common Enemy and which would make desirable or necessary the cancellation of this Agreement or any portion thereof, and therefore, if either party because of the occurrence of such an exigency, should indicate in writing its desire to cancel this Agreement or a portion thereof, the Agreement to that extent shall be cancelled and any financial costs or obligations incurred by either party in connection with its performance hereunder prior to such cancellation shall be borne equally by the parties hereto.

EXHIBIT 10

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IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

PAPPAS TELECASTING, INC., a)
California corporation, and)
as Public Trustee,)
Plaintiff,)
vs.)
PRIME TICKET NETWORK,)
a California Limited)
Partnership, CVN, INC.,)
The PACIFIC-10 CONFERENCE,)
a California non-profit)
association,)
CAPITAL CITIES/ABC, INC.,)
a New York corporation, and)
DOES 1 through 20, inclusive,)
Defendants.)

No. CV-F 92-5589-OWM

DEPOSITION OF HAL E. COWAN

Taken on behalf of the Plaintiff.

BE IT REMEMBERED that, pursuant to the stipulation of counsel for the respective parties hereinafter set forth, the deposition of HAL E. COWAN, the witness herein, was taken as a witness on behalf of the plaintiff before Jerome V. Brunsman, a Notary Public for Oregon, on Wednesday, September 15, 1993, beginning at the hour of 10:00 o'clock a.m., in the Second Floor Conference Room offices of Department of Justice, State of Oregon, 1162 Court Street, N.E. Salem, Oregon.

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A. Went to work for the Oregon Statesman right after college, newspaper here in town. Then went in the United States Army. After I got out of the Army, I went back to work at the Statesman for approximately four months, then I took a job as a sports information director at Central Michigan University in Mt. Pleasant, Michigan. I was there one year. Left there to go to the University of California, Berkeley as assistant sports information director. Left there after one year. Went to the University of Oregon as sports information director in 1967, July 1. Left the University of Oregon in July 1, 1974 to become vice president for public relations for the infamous World Football League in Portland, Storm Fry (phonetic spelling). And when the World Football League folded I was hired at Oregon State University in February 1, 1976. And I have been there ever since.

Q. Okay. What are your duties as the - - strike that. Were your duties in 1991 the same as they are today as sports information director?

A. Yes. I'm also assistant athletic director.

Q. And what are your duties as assistant athletic director and sports information director?

A. Well, responsible for all of the dealings with the

1 from the standpoint of sports information or
2 publicity or things of that kind?

3 A. No one since I have been there has touched football
4 other than me.

5 Q. How does the - - strike that. How does Mr. Corwin
6 fit into the organizational structure relative to
7 football?

8 A. Well, I can't answer that to be specific because he
9 works for Dutch, so it's whatever Dutch assigns him
10 to do.

11 Q. Okay. But in your experience in 1991 to the present,
12 how does Mr. Corwin fit into the organization
13 relative to football, as you understood it?

14 A. Don't have, really have any duties other than
15 working - - well, I take that back, I mean, he works
16 with our television show for football. Produces,
17 helps produce the television show, coach's show, and
18 we have - - well, that wasn't then - - but that's
19 basically what he has been doing is working - - he
20 deals with Dutch, whatever Dutch assigns him to do
21 with football. Dutch may ask him to work in various
22 assorted areas. I don't really have any
23 communication with Mike.

24 Q. Okay. Except on an as needed basis?

25 A. Right.

1 again we are referring to Exhibit 1 as the detail
2 which indicated to you that KMPH planned to do a live
3 telecast; is that correct?

4 A. That is correct.

5 Q. What about that letter led you to conclude that KMPH
6 intended to do a live telecast?

7 A. Second paragraph, that's one of them. "To my
8 knowledge all rights to this telecast have been
9 cleared by both school's Athletic Directors." That
10 tells me we must be talking about something other
11 than delayed because it would never go that far on a
12 delayed telecast. Kick off for 5:08. On a delayed
13 telecast there is no time change. Commercial
14 coordination where you have the conference provides
15 somebody, a red hat, as we call it, to be sure
16 timeouts are called. That's only done on a live
17 telecast. So those three things told me what they
18 were thinking about. Live instead of delayed.

19 Q. How about the number of passes that, I think, Mr.
20 Corwin testified yesterday was 25?

21 A. That is a normal thing. Because, see, his second
22 paragraph in the letter he said that they would be
23 supplying the fee to Prime Sports Northwest which is
24 our delay telecast. 25 is a normal number of passes
25 for doing a telecast.

1 Q. All right. Mr. Corwin indicated yesterday he thought
2 for doing a delayed telecast ten passes would be more
3 the norm, and 25 at least suggested to him this was
4 another indicator this was going to be a live
5 telecast. You disagree with that?

6 A. Yes. For only one reason, that's never been a duty
7 Mike had. Mike his never had expertise in that area.

8 Q. There was no doubt in your mind when you received Mr.
9 Zuckerman's letter that at least in his mind he was
10 planning to do a live telecast?

11 A. After receiving this letter there was no doubt.

12 Q. Good operating procedure at OSU at the time dictate
13 that upon receipt of this letter which contemplated a
14 live telecast that you bring it to the attention of
15 Mr. Baughman as soon as possible?

16 A. Yes.

17 Q. All right. Did you do that?

18 A. Dutch was out of town a day, that's why I called Mike
19 to see if he knew anything about it, because Dutch
20 was not available when I called.

21 Q. All right. And did you - - what conversation did you
22 have with Mike Corwin concerning this letter?

23 A. I said I just received a letter from Howard Zuckerman:
24 which - - well, back it up. First of all I called
25 Howard Zuckerman first before I talked to Mike