**Lucy J. Pullen**

Honorable Colleen Kollar-Kotelly
U.S. District Court, District of Columbia

c/o Renata B. Hesse
Antitrust Division
U.S. Department of Justice
601 D Street NW
Suite 1200
Washington, DC 20530-0001

RE: U.S. v Microsoft

Dear Judge Kollar-Kotelly,

I am writing in regards to the anticipated settlement with the Microsoft Corporation. This proposed settlement allows Microsoft to preserve and reinforce its monopoly, while also freeing Microsoft to use anticompetitive tactics to spread its dominance into other markets. After more than 11 years of litigation and investigation against Microsoft, it seems a more equitable solution can be reached.

The deal fails to meet the appellate court's remedy standards, which are clearly laid out by the appellate court. The following are some examples of how the deal fails to meet the standards:

1. The settlement does not address key Microsoft practices found to be illegal by the appellate court, such as the finding that Microsoft's practice of bolting applications to Windows through the practice of "commingling code" was a violation of antitrust law. This was considered by many to be among the most significant violations of the law, but the settlement does not mention it.
2. The proposed settlement permits Microsoft to define many key terms, which is unprecedented in any law enforcement proceeding.
3. The flawed settlement empowers Microsoft to retaliate against would-be competitors and to take the intellectual property of competitors doing business with Microsoft.
4. The deal fails to terminate the Microsoft monopoly, and instead guarantees Microsoft's monopoly will survive and be allowed to expand into new markets.

The settlement is also riddled with loopholes making the enforceability of the settlement questionable.

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The agreement requires Microsoft to share technical information with competitors so that non-Microsoft software will work on Windows operating systems. However, Microsoft is not required to do so if it may harm the security or software licensing. The determiner of this harm? Microsoft. The settlement also says that Microsoft "shall not enter into any agreement" to pay a software vendor not to develop software that would compete with its products. However, another provision permits those payments and deals when they are "reasonably necessary." Again who determines this "reasonably necessary?" Microsoft.

The enforcement provisions in the settlement are weak and leave Microsoft virtually unaccountable.

Microsoft is only subject to comply with the terms of the agreement for a mere five years. Hardly an adequate amount of time for a corporation found guilty of violating antitrust laws.

The three-person committee that is being assembled to identify violations of the agreement will have nearly no effect since the work of the committee cannot be admitted into court in any enforcement proceeding.

The proposed settlement between the Department of Justice and Microsoft in *U.S. v. Microsoft* falls short of what would be prudent and necessary in rectifying Microsoft's monopoly and changing their current practices.

Thank you for your time.

Sincerely,

Lucy J. Pullen

Lucy J. Pullen
Exchange Consultant