

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

APPLE INC.,

Plaintiff,

v.

SAMSUNG ELECTRONICS CO., LTD.,
a Korean corporation; SAMSUNG
ELECTRONICS AMERICA, INC., a New
York corporation; and SAMSUNG
TELECOMMUNICATIONS AMERICA,
LLC, a Delaware limited liability company,

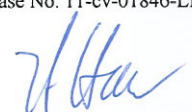
Defendants.

Case No. 11-cv-01846-LHK

**DECLARATION OF JOSEF HAUSNER TO
SUPPORT SEALING PORTIONS OF DR.
WILLIAMS'S EXPERT REPORT**

I, Josef Hausner, declare as follows:

1. I am employed by Intel Mobile Communications GmbH ("IMC") at Neubiberg, Germany. IMC is a wholly owned subsidiary of Intel Corp. ("Intel"). My title is Division Vice President, and I am responsible for wireless architecture in IMC's Wireless System Engineering Group. I received a Dipl.-Ing. (Diploma of Engineering) degree from Technical University of Munich in 1986 and a Dr.-Ing. (Doctor of Engineering) degree from Technical University of Munich in 1991. I began working at the Wireless Solutions business unit at Infineon Technologies AG ("Infineon") in 2006. Intel acquired Infineon Technologies AG's Wireless Solutions (WLS) business, which became known as IMC.



1 2. I am informed that in the above-named lawsuit, Samsung and Apple have used
2 Intel confidential information, including source code, testimony, and documents. In particular, I
3 am informed that the “Expert Report of Tim A. Williams, PhD. Regarding the Infringement of
4 U.S. Patent No. 7,447,516” offers opinions based upon Intel confidential information.

5 3. In particular, I am informed that Dr. Williams has referred to exhibits that include
6 IMC firmware. IMC’s firmware is a type of software that is designed to control the operation of
7 IMC’s modem hardware and to implement various protocol functions in the modem. IMC does
8 not typically provide the source code for its firmware to customers, but instead provides it only in
9 binary executable form. IMC maintains its firmware source code on internal servers and
10 implements network access security measures to prevent unauthorized access to this code.

11 4. IMC’s firmware is extremely valuable to Intel because it represents a significant
12 investment and contains numerous trade secrets that provide a competitive advantage to Intel.
13 Purchasers of integrated circuits for mobile devices expect the manufacturer to provide firmware
14 and other software with the integrated circuits. Intel would be seriously harmed if potential
15 competitors could shortcut their development efforts by copying Intel’s source code or learning
16 about the substance of that code through Dr. Williams’s report.

17 5. IMC’s firmware also provides Intel with a competitive advantage. The 3GPP
18 standards, which are publicly available, generally describe how mobile devices behave when
19 interoperating with a wireless network. But the standards do not always specify how that
20 behavior must be implemented; so each manufacturer generally creates a unique implementation
21 using its trade secrets to optimize certain performance aspects. For example, a firmware
22 implementation could optimize speed over power consumption, or vice-versa. Given the
23 numerous trade secrets embedded in IMC’s firmware, public disclosure of IMC’s firmware or
24 details of the implementation contained therein would permit competitors to copy Intel’s designs,
25 along with key features that give Intel a competitive advantage.

26 6. Intel does not disclose the design of its firmware to its customers or the public.
27 While Intel provides some technical documentation to its customers, these documents are
28 disclosed only after the customer has signed a non-disclosure agreement (NDA). In addition, the



1 type of documentation that Intel provides to its customers discloses only enough information to
2 configure and use the Intel products. It does not detail firmware or circuitry implementation.

3 7. I have knowledge of a document that was provided by Intel in this case. The
4 document is entitled "X-GOLD 61x Product Specification" (593-DC2961-593DOC004487). The
5 X-GOLD 61x Product Specification contains detailed descriptions of hardware and software
6 components of Intel's X-GOLD 61x product. This document is intended for internal use by Intel
7 and contains confidential and competitively-sensitive Intel trade secrets.

8 8. IMC's product development process can be classified into two phases. First, IMC
9 system engineers develop a detailed system design that describes how each function of the
10 product will be implemented in hardware and software components. This model is tested, and
11 when the system engineers are satisfied with the performance of their system design, it is set out
12 in complete detail in a document such as the X-GOLD 61x Product Specification. The Product
13 Specification document describes the various hardware and software modules that make up the
14 system, specifies the algorithms used by each module, and may address other implementation
15 aspects of a module when these might impact system performance. The X-GOLD 61x Product
16 Specification contains over 1500 pages of such detail. In the second phase of IMC's development
17 process, IMC engineers design the hardware and software to implement the details of the system
18 design, which may include writing hardware descriptor language (HDL) code to implement the
19 modem hardware or source code for the system software.


20 9. The system design sets the primary performance characteristics of a product and is
21 an important factor in the success of the resulting product. Disclosure of the Product
22 Specification, or the information it contains, would be extremely damaging to Intel. Disclosure
23 would enable competitors to identify and copy unique and advantageous features of IMC's
24 system design for the X-GOLD 61x or permit a competitor to build a copycat product based on
25 Intel's trade secrets. This document is designed primarily for use internally at Intel, and
26 distribution outside the company is restricted. When aspects of the detailed system design for
27 IMC's modems need to be shared with a customer, Intel requires the customer to enter into a
28 Non-Disclosure Agreement (NDA) to protect the information revealed.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I have personal knowledge of the facts set forth in this declaration and declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed at Neubiberg, Germany on April 8, 2013.



Josef Hausner