

Evan Brown  
PO Box 31  
Cranfills Gap  
TX 76637  
(254)796-2416

April 8,2002

Scott Garleick  
Lynn Tillotson & Pinker, LLP  
750 North St. Paul Street  
Suite 1400  
Dallas, TX 75201

Re: *DSC Communications Corporation n/k/a Alcatel Marketing USA. V. Evan Brown;*  
Cause No. 199-00596-97 in the 219<sup>th</sup> Judicial District of Collin County, Texas

Dear Counsel:

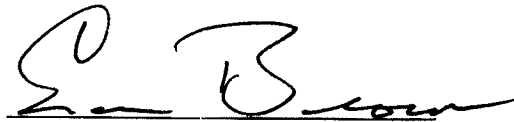
Enclosed are two discovery documents:

- 1) Defendant's Second Set of Interrogatories to Plaintiff
- 2) Defendant's Third Request for Production to Plaintiff

If you have any questions, please do not hesitate to contact me.

Thank you for your assistance in these matters.

Sincerely,

A handwritten signature in black ink, appearing to read "Evan Brown". The signature is written in a cursive style with a large initial "E" and "B".

Evan Brown

CMRRR and First Class Mail  
Scott Garelick  
Lynn Tillotson & Pinker, L.L.P.  
750 North St. Paul Street, Suite 1400  
Dallas, TX 75201

|                                      |   |                         |
|--------------------------------------|---|-------------------------|
| DSC Communications Corporation n/k/a | § | IN THE DISTRICT COURT   |
| Alcatel Marketing USA, Inc.,         | § |                         |
| Plaintiff                            | § |                         |
|                                      | § | OF COLLIN COUNTY, TEXAS |
| V.                                   | § |                         |
|                                      | § |                         |
| Evan Brown,                          | § | 219TH JUDICIAL DISTRICT |
| Defendant.                           |   |                         |

DEFENDANT’S THIRD REQUEST  
FOR PRODUCTION TO PLAINTIFF

To: Plaintiff, DSC Communications Corporation n/k/a Alcatel Marketing USA, Inc., by and through its attorney of record, Lynn Tillotson & Pinker, L.L.P., 750 North St. Paul Street, Suite 1400, Dallas, Texas, 75201.

Defendant, Evan Brown, serves this request for production on Plaintiff, as allowed by Texas Rule of Civil Procedure 196. Plaintiff must produce all requested documents (as they are kept in the ordinary course of business or organized and labeled to correspond with categories in each request) for inspection and copying, not more than 30 days after service, at a mutually acceptable location.

Instructions

1. Answer each request for documents separately by listing the documents and by describing them as defined below. If documents produced in response to this request are numbered for production, in each response provide both the information that identifies the document and the document’s number.

2. For a document that no longer exists or that cannot be located, identify the document, state how and when it passed out of existence, or when it could no longer be located, and the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss of the document, and identify any other document evidencing the lost document’s existence or any facts about the lost document.

Definitions

The following definitions shall have the following meanings, unless the context requires otherwise:

1. “Defendant” or “Plaintiff,” as well as a party’s full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, his agents, representatives, officers, directors, employees, partners, corporate agents, subsidiaries, affiliates, or any other person acting

in concert with him or under his control, whether directly or indirectly, including any attorney.

2. “You” or “your” means Plaintiff, Evan Brown, its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Plaintiff or its successors, predecessors, divisions, and subsidiaries.

3. “Document” means all written, typed, or printed matters, and all magnetic, electronic, or other records or documentation of any kind or description (including, without limitation: letters, correspondence, telegrams, memoranda, notes, records, minutes, contracts, agreements, records or notations of telephone or personal conversations, conferences, interoffice communications, e-mail, microfilm, bulletins, circulars, pamphlets, photographs, facsimiles, invoices, tape recordings, computer printouts, and work sheets), including drafts and copies not identical to the originals, all photographs and graphic matter, however produced or reproduced, and all compilations of data from which information can be obtained, and any and all writings or recordings of any type or nature, in your actual possession, custody, or control, including those in the possession, custody, or control of any and all present or former directors, officers, employees, consultants, accountants, attorneys or other agents, whether or not prepared by you, that constitute or contain matters relevant to the subject matter of the action.

4. “Possession, custody, or control” of an item means that the person either has physical possession of the item or has a right to possession that is equal or superior to the person who has physical possession of the item.

5. “File” means any collection or group of documents maintained, held, stored, or used together, including, without limitation, all collections of documents maintained, held, or stored in folders, notebooks, or other devices for separating or organizing documents.

6. “Person” means any natural person, corporation, firm, association, partnership, joint venture, proprietorship, governmental body, or any other organization, business, or legal entity, and all predecessors or successors in interest.

7. “Relating to” and “relates to” means, without limitation, embodying, mentioning, or concerning, directly or indirectly, the subject matter identified in the request.

8. “Concerning” means, in whole or in part, directly or indirectly, referring to, relating to, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, or constituting.

9. “Communication” means any oral or written communication of which Plaintiff has knowledge, information, or belief.

10. “Date” means the exact date, month, and year, if ascertainable, or, if not, the best available approximation.

11. “Identify” or “describe,” when referring to a person, means you must state the

following:

- a. The full name.
- b. The present or last known residential address and residential telephone number.
- c. The present or last known office address and office telephone numbers.
- d. The present occupation, job title, employer, and employer's address at the time of the event or period referred to in each particular request.
- e. In the case of any entity, identify the officer, employee, or agent most closely connected with the subject matter of the request and identify the officer who is responsible for supervising that officer or employee.

12. "Identify" or "describe," when referring to a document, means you must state the following:

- a. The nature (*e.g.*, letter, handwritten note) of the document.
- b. The title or heading that appears on the document.
- c. The date of the document and the date of each addendum, supplement, or other addition or change.
- d. The identity of the author and of the signer of the document, and of the person on whose behalf or at whose request or direction the document was prepared or delivered.
- e. The present location of the document, and the name, address, position or title, and telephone number of the person or persons having custody of the document.

13. The word "and" means "and/or."

14. The word "or" means "or/and."

Request For Production

REQUEST 1: DSC's Motion for Summary Judgement, Page 11 contained the statement.

"At the time Brown went to work for DSC, it was the Company's policy that all employees had to sign the Employment Agreement." DSC did not permit people to become employees or continue their employment if they did not sign an agreement substantially like the Employment Agreement that Brown signed."

Defendant does not want to see ALL signed agreements, but a limited few. Defendant requests to see signed agreements for the following persons: Jim Donald CEO, Gunnar Korbin VP, Allen Adams VP, Leo Putchinski, James Morgan, Bob Nimon, Tom Spragle, Jerry Boyd, Joe Walker, Dwane Schrote, Tom Humiller.

RESPONSE:

REQUEST 2: With regard to DSC's statement in request #1, Defendant request to see the company's written policies in effect for April 1987.

RESPONSE:

REQUEST 3: Larry Sewell discussed a "Draft Release" with the Defendant on numerous occasions and Defendant provided additional information as requested in those conversations. (See Exhibit 1). Defendant requests a copy of this draft release.

RESPONSE:

REQUEST 4: George Brunt, Chris Cole and Wayne Jones discussed on numerous occasions with Defendant, a contract. See Exhibits 1 & 2. Defendant requests a copy of the contract Wayne Jones refers to in Exhibit 2 on January 13.

RESPONSE:

REQUEST 5: Defendant requests copies of all notes and correspondence regarding the contract referred to in Request #3.

RESPONSE:

REQUEST 6: Defendant requests copies of all correspondence DSC had with any non employee, company or customer with regards to Defendants "idea" for the conversion of machine executable binary code to high level source code.

RESPONSE:

REQUEST 7: Defendant requests to see the computer backup log files for each computer that every member of DSC's disclosure team or others persons that has had access to the Defendants disclosures had used to read, copy, modify, compile, test or use in any way, the defendants disclosure.

RESPONSE:

REQUEST 8: All audio, video, written notes or other materials from DSC's Intellectual Property presentation to the North Dallas Chamber of Commerce, co-sponsored by Lynn Stodghill Melsheimer & Tillotson, Baker & Botts.

RESPONSE:

REQUEST 9: DSC's Employee Handbook

RESPONSE:

REQUEST 10: DSC's Business and Ethics Handbook

RESPONSE:

REQUEST 11: Payroll records for Defendant from Apr 1987 thru Apr 1997.

RESPONSE:

REQUEST 12: Time sheets for Defendant from Apr 1987 thru Apr 1997.

RESPONSE:

REQUEST 13: All non disclosure agreements signed by defendant.

RESPONSE:

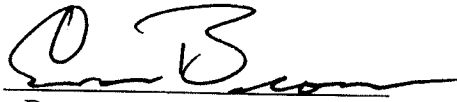
REQUEST 14: Defendant's complete personnel file

RESPONSE:

REQUEST 15: DSC's publication "DSC Today" for August 1997.

RESPONSE:

Respectfully submitted,

By:   
Evan Brown  
PO Box 31  
Cranfills Gap, Texas 76637  
Tel. (254) 796-2416

CERTIFICATE OF SERVICE

I certify that I mailed a copy of Defendants Third Request for Production to DSC by certified U.S. Mail, return receipt requested, to Lynn Tillotson & Pinker, L.L.P., counsel of record for DSC Communications Corporation n/k/a Alcatel Marketing USA, Inc., and whose address is 750 North St. Paul Street, Suite 1400, Dallas, Texas, 75201, (214) 981-3800, on April 8, 2002.


  
Evan Brown, Pro Se

EXHIBIT :

- #960422 1:30p delivered request for release on patent to Larry Sewell;
- #960506 2:00p called Larry Sewell - left message requesting status of patent release;
- #960520 6:30p John Keihien - please call 690 8092 about Uniforum;
- #960611 1:00p x93735 Larry Sewell - has completed 1st draft of patent release;
- #960621 4:40p x93735 Larry Sewell - completed draft and sent to boss (Wayne Jones) - needs description - I told him about my discussion w/ Ron Ward;
- #960716 12:50p x94252 Tracy Belemi - Dave Hinshaw - 95832 - initial offer;
- #960718 10:10a Wayne Jones - in town, will setup meeting w/ Dave Hinshaw;
- #960719 9:15a Wayne Jones - meeting with Dave Hinshaw & Wayne Jones 3:30p PB2-1201;
- #960719 12:30p Tammy Hobbs for Wayne Jones x93465 - meet in CHB at 2:30p;
- #960726 9:15a called Wayne Jones - left message;
- #960726 9:40a x94244 Tammy Hobby - Wayne is out of the office back next Wednesday;
- #960731 10:55a called Wayne Jones x93465 - Dave Hinshaw is handling the business decision/negotiations - Wayne protecting DSC legal/patent rights;
- #960805 10:00a talked w/ Dave Hinshaw and declined DSC's offer for converting Z8000 code;
- #960805 1:00p left message for Wayne Jones about declining DSC's offer;
- #961014 10:40a called George Brunt - scheduled appointment for 1:30p Wed CHB-3027;
- #961105 3:15p called Ed Edson - talked w/ accounting and requested a check;
- #961106 9:10a x93819 Dave Kramer - motorola network - beep 229 5233; wants to setup televedio conference w/ Motorola;
- #961107 11:15a called Bret Dunaway x93434 - looking for CAR status - left message; George Brinner has to approve CAR for lab printer for Jim Donald rest of CAR approved; CAR# 7543 term 7545 server; PRs 17555 17561;
- #961108 5:05p called George Brunt - on phone long distance - will call me back;
- #961111 2:40p x92541 Linda w/ George Brunt's office - he's out until tomorrow;

#961112 12:20p x92541 Linda Delsol w/ George Brunt - George will get back with me when he has time;

#961115 4:20p x93465 Wayne Jones - been busy giving depositions - avail Monday call Chris Cole x96828;

#961202 4:55p called Kay x94207 - to setup another meeting with George Brunt - she will call back tomorrow;

#971202 5:20a George Brunt 202-783-5074 - plans changed late Wednesday - sorry secretary didn't notify me - will be back Friday - will put together written letter stating what DSC can do; will have Paul Winsel put the letter together;

#961203 8:20a x92541 Kay Bradford w/ DSC legal - needs to know if meeting needs to be re-scheduled;

#961212 2:25p called George Brunt - will have it to me by next Monday;

#961216 5:00p called DSC legal - George is out of the office today;

#961218 11:30a x96828 Chris Cole - DSC legal - please call - Wayne has an emergency Appendectomy;

#961218 3:15 called Chris Cole x96828 - wants to meet in his office at 4:00p CHB-3026 to discuss letter of agreement;

#970106 5:45p called George Brunt - 4th time today, no calls returned;

#970107 11:40a setup appointment w/ George Brunt for 4:00p today;

#970110 11:10a called Chris Cole x96828 - letter is being reviewed by the Patent Lawyers - call back after 3:00p today;

#970110 2:50p x96828 Chris Cole - Wayne Jones wants to look at letter today - may be Monday;

#970113 3:45p called Chris Cole x96828 - left message: please call;

#970113 5:40p x93465 Wayne Jones - has a contract for me on his desk - will send on to general council tomorrow;

#970114 2:00p x96828 Chris Cole - still waiting on Wayne Jones - out of town Wed-Thur;

#970118 11:30a called Chris Cole x96828 - Finance GRP & Gerold Montry have reviewed - check back later today or Monday;

#970120 3:20p called Chris Cole x96828 - met with group and has more information to discuss with George Brunt;

#970121 9:40a Chris Cole - has to meet w/ Gerald Montry tomorrow;

#970123 x96828 2:20p Chris Cole - update - looks like we have final draft - needs to have George review - probably tomorrow;

#970124 4:00p called Chris Cole x96828 - left message requesting update;

#970124 5:30p called Chris Cole x96828 - hasn't talked w/ George yet - maybe Monday - has completed first round of reviews;

#970127 4:30p called Chris Cole - left message requesting status;

#970128 3:20p Chris Cole - draft is still on Montry's table;

#970205 10:10 called Chris Cole 96828 - in Dallas trial;

#970206 7:50a x96828 Chris Cole - out of office - company has changed mind - decided not to go forward with negotiations - will get it to me in writing;

#970214 4:55p called George Brunt x94207 - on vacation today - back Monday;

#970217 4:10p called George Brunt x94207 - out of office - family emergency;

#970221 1:35p called George Brunt x94207 - requested a return call;

#970221 3:10p called George Brunt x94207 - out until Tuesday;

#970226 1:10p called x94207 George Brunt - requesting meeting this afternoon;

#970227 5:30p called George Brunt - left message w/ Sec for him to call;

#970304 1:20p called George Brunt - in Texarcana today and Wednesday - try again Friday;

#970311 1:45p called George Brunt's secretary - George will be back next Monday;

#970317 9:00a call Geogr Brunt's office x94207 - requesting secretary call me;

GB: Evan, this is George Brundt, and I apologize. I know we have an appointment this afternoon. My secretary should have checked it and let you know that I was not going to be here. Late Wednesday night my plans changed, and I had to come to Washington, D.C., so, uh, and I'll be here 'til Thursday night. As far as the offer that we've got, um, going on or the deal that we have been talking about with respect to this, uh, um, I guess I'll call it translation program that you thought I think maybe what I'll do since time is, uh, running, is -- is put together a written statement of what it is that I think DSC can do and, uh, . . . which is more than what Dave Hinshaw thinks DSC can do and, uh, see if we just can't get to some agreement on it. If we can't, then at least we know that we can't get to an agreement on it and that, uh, uh, we'll both have ventilation (?) property rights to we'll claim to that eventual product. However, I hope it doesn't come to that, I think it's a wonderful opportunity to do something using DSC's resources that can justly reward you for the time and effort put into it, and um, also benefit the shareholders of DSC. So. And I'll be in touch with you, okay? I'll -- I'm going to have Paul Wentzel try and start piecing together a letter in my absence. Talk to you after a while.

Message four from "Wayne Jones" at extension 93465 was received at 5:40 p.m., January 13

WJ: Hey, Evan Brown, this is Wayne Jones. Hey, I've got a contract here for you. Hey, congratulations sounds like you guys finally worked most of this out. Um, just in case those general lawyers are putting you off, I think the delay is they put it on my desk, and so I'm trying to look at it and make sure it makes sense to weird guys like me. So, I just want to let you know it's on my desk. I'm looking at it, I had some talks today, and hopefully tomorrow I'll be -- get it off my desk, cos I've gotta get it out of the way of all this other junk. I'll see ya, Evan. Give me a call if you want, but it'll be hard to reach me, but you can try if you want. Bye-bye.

Message five from "Chris Cole" at extension 96828 was received at 2:20 p.m. January 23

CC: Evan, it's Chris Cole. Uh, update. I think what I have here is a final draft of a document. There have been contributions by a number of people. The attorney that I had actually write -- do the first draft is out of town, but I found it on his directory, and I have edited it myself and put the changes into it. So, I have what I think is gonna be the final draft. It needs to go by George, because it's gone through some tweaking since the first version that he saw. He should be here in the morning. I know he's attending our GDI trial that's ongoing right now, so. But, uh, just to let you know, I've interfaced with a lot of people to get this done. I can -- I know you can appreciate this is no small matter. So, but I -- I think I have all of the input from people who have to give such, and I've incorporated all those things into the document, so . . . subject to George's final, so. He may be here later this afternoon, but I doubt it. I expect to see him in the morning. So that's the status report. So we're getting dangerously close. Thanks, bye.

Message six from "Chris Cole" at extension 12400 was received at 3:20 p.m., January 28.

CC: Evan, it's Chris Cole, I wanted to give you an update that, uh, draft is still sittin' on a desk for approval by the brass. I have limited influence on hurrying them along, so. But that's where it is. Wanted to keep you advised. I asked, um, Montry about it, I attended his staff meeting today, and he hasn't had time to review it, so, I'll keep on him every day to the extent that I can, so, but I'll keep you informed of anything I find out. All right? Talk to you later, bye.

|                                      |   |                         |
|--------------------------------------|---|-------------------------|
| DSC Communications Corporation n/k/a | § | IN THE DISTRICT COURT   |
| Alcatel Marketing USA, Inc.,         | § |                         |
| Plaintiff                            | § |                         |
| V.                                   | § | OF COLLIN COUNTY, TEXAS |
|                                      | § |                         |
| Evan Brown,                          | § | 219TH JUDICIAL DISTRICT |
| Defendant.                           |   |                         |

DEFENDANT'S SECOND SET OF INTERROGATORIES TO PLAINTIFF

To: Plaintiff, DSC Communications Corporation n/k/a Alcatel Marketing USA, Inc., by and through its attorney of record, Lynn Tillotson & Pinker, L.L.P., 750 North St. Paul Street, Suite 1400, Dallas, Texas, 75201.

Defendant, Evan Brown, serves these interrogatories upon Plaintiff, as allowed by Texas Rule of Civil Procedure 197. Plaintiff must answer each interrogatory separately, fully, in writing, and under oath, within 30 days after service.

A. Instructions

For any requested information about a document that no longer exists or cannot be located, identify the document, state how and when it passed out of existence, or when it could no longer be located, and the reasons for the disappearance. Also, identify each person having knowledge about the disposition or loss, and identify each document evidencing the existence or nonexistence of each document that cannot be located.

B. Definitions

The following definitions shall have the following meanings, unless the context requires otherwise:

1. "Defendant" or "Plaintiff," as well as a party's full or abbreviated name or a pronoun referring to a party, means the party, and where applicable, his agents, representatives, officers, directors, employees, partners, corporate agents, subsidiaries, affiliates, or any other person acting in concert with him or under his control, whether directly or indirectly, including any attorney.

2. "You" or "your" means Plaintiff, Evan Brown, its successors, predecessors, divisions, subsidiaries, present and former officers, agents, employees, and all other persons acting on behalf of Plaintiff or its successors, predecessors, divisions, and subsidiaries.

3. "Document" means all written, typed, or printed matter and all magnetic, electronic,

or other records or documentation of any kind or description (including, without limitation: letters, correspondence, telegrams, memoranda, notes, records, minutes, contracts, agreements, records or notations of telephone or personal conversations, conferences, interoffice communications, e-mail, microfilm, bulletins, circulars, pamphlets, photographs, facsimiles, invoices, tape recordings, computer printouts, and work sheets), including drafts and copies not identical to the originals, all photographs and graphic matter, however produced or reproduced, all compilations of data from which information can be obtained, and any and all writings or recordings of any type or nature, in your actual possession, custody, or control, including those in the possession, custody, or control of any and all present or former directors, officers, employees, consultants, accountants, attorneys, or other agents, whether or not prepared by you, that constitute or contain matters relevant to the subject matter of the action.

4. "Possession, custody, or control" of an item means that the person either has physical possession of the item or has a right to possession that is equal or superior to the person who has physical possession of the item.

5. "File" means any collection or group of documents maintained, held, stored, or used together, including, without limitation, all collections of documents maintained, held, or stored in folders, notebooks, or other devices for separating or organizing documents.

6. "Person" means any natural person, corporation, firm, association, partnership, joint venture, proprietorship, governmental body, or any other organization, business, or legal entity, and all predecessors or successors in interest.

7. "Relating to" and "relates to" mean, without limitation, embodying, mentioning, or concerning, directly or indirectly, the subject matter identified in the interrogatory.

8. "Concerning" means, in whole or in part, directly or indirectly, referring to, relating to, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, or constituting.

9. "Communication" means any oral or written communication of which the Plaintiff has knowledge, information, or belief.

10. "Date" means the exact date, month, and year, if ascertainable, or, if not, the best available approximation.

11. "Mobile device" means cellular telephone, satellite telephone, pager, personal digital assistant, palm top computer, hand-held computer, electronic rolodex, or walkie-talkie.

12. "Identify" or "describe" when referring to a person, means you must state the following:

a. The full name.

- b. The present or last known residential address and residential telephone number.
- c. The present or last known office address and office telephone number.
- d. The present occupation, job title, employer, and employer's address at the time of the event or period referred to in each particular interrogatory.
- e. In the case of any entity, identify the officer, employee, or agent most closely connected with the subject matter of the interrogatory, and the officer who is responsible for supervising that officer or employee.

13. "Identify" or "describe" when referring to a document, means you must state the following:

- a. The nature (*e.g.*, letter, handwritten note) of the document.
- b. The title or heading that appears on the document.
- c. The date of the document and the date of each addendum, supplement, or other addition or change.
- d. The identity of the author and of the signer of the document, and of the person on whose behalf or at whose request or direction the document was prepared or delivered.
- e. The present location of the document, and the name, address, position or title, and telephone number of the person or persons having custody of the document.

14. The word "and" means "and/or."

15. The word "or" means "or/and."

## INTERROGATORIES

INTERROGATORY 1: Identify each person answering these interrogatories, supplying information, or assisting in any way with the preparation of the answers to these interrogatories.

ANSWER:

INTERROGATORY 2: Identify the persons responsible for the decision to terminate the negotiations with Defendant, Evan Brown, on or about Feb 6, 1997. See Exhibit 3, page 3.

ANSWER:

INTERROGATORY 3: Identify all the computer systems and computer networks which individuals of "DSC's Disclosure Team" or any other person acting on DSC's behalf, used to load, copy, read, modify, compile, test, evaluate or alter in any way, Defendants court ordered disclosures. See Exhibit 4.

ANSWER:

INTERROGATORY 4: Identify all trade secrets provided to Defendant, Evan Brown, while employed at DSC, including the name of the party providing the trade secret information and the date the trade secret information was provided.

ANSWER:

INTERROGATORY 5: Identify the person signing the "Employee Patent, Copyright and Proprietary Information Agreement" (Exhibit 1), as Personnel Director.

ANSWER:

INTERROGATORY 6: Identify all persons that reviewed or discussed the offer which George Brunt referred to in his phone message of December 2, 1996. See Exhibit 2.

ANSWER:

INTERROGATORY 7: Identify all non DSC employees, companies or customers which DSC has discussed or negotiated with, in regards to Defendant's "idea" for the conversion of machine executable binary code into high level source code.

ANSWER:

INTERROGATORY 8: Identify all persons responsible for backing up the computers used by members of DSC's Disclosure Team members or any other person having access to Defendant's disclosure material.

ANSWER:

INTERROGATORY 9: Identify all persons having physical access to DSC's networks identified in Interrogatory question #3.

ANSWER:

INTERROGATORY 10: Identify all persons having administrative privilege or "root" access to the computers or networks identified in Interrogatory question #3.

ANSWER:

INTERROGATORY 11: Identify the procedures that members of DSC's Disclosure Team used to secure the Defendant's disclosures.

ANSWER:


INTERROGATORY 12: The "C" programming language was published in 1978 by Brian Kernighan & Dennis Ritchie. Identify the persons at DSC responsible for making the decision to use Z8000 assemble language instead of the C programming language. See exhibit 5.

ANSWER:

INTERROGATORY 13: Identify all "highly confidential and proprietary information" which DSC claims to have provided Defendant in DSC's Amended Original Petition.

ANSWER:

Respectfully submitted,

By:   
Evan Brown  
PO Box 31  
Cranfills Gap, Texas 76637  
Tel. (254) 796-2416

CERTIFICATE OF SERVICE

I certify that I mailed a copy of Defendants Second Set of Interrogatories to Plaintiff by certified U.S. Mail, return receipt requested, to Lynn Tillotson & Pinker, L.L.P., counsel of record for DSC Communications Corporation n/k/a Alcatel Marketing USA, Inc., and whose address is 750 North St. Paul Street, Suite 1400, Dallas, Texas, 75201, (214) 981-3800, on April 8, 2002.

  
Evan Brown, Pro Se

# EMPLOYEE PATENT, COPYRIGHT AND PROPRIETARY INFORMATION AGREEMENT

EXHIBIT



DSC Communications Corporation

Name: Evan Brown  
(please print)

In consideration of my employment (or continued employment in the event I am already in the employ of the Company at the time of execution hereof) with DSC Communications Corporation or any subsidiary or affiliate thereof (the "Company") and of the salary or wages paid for my services in such employment, the Company and I agree as follows:

(A) I will communicate to an officer of the Company promptly and fully all inventions (including but not limited to all matters subject to patent, i.e., processes, machines, computer programs, etc.) made or conceived by me (whether made solely by me or jointly with others) from the time of entering the Company's employ until I leave, (1) which are along the lines of the business, work or investigations of the Company or of companies which it owns or controls at the time of such inventions, or (2) which result from or are suggested by any work which I may do for or on behalf of the Company.

(B) I will assist the Company and its nominees during on subsequent to such employment in every proper way (entirely at its or their expense) to obtain for its or their own benefit patents for such inventions in any and all countries (including the assignment of any inventions to the Company), said inventions to be and remain the sole and exclusive property of the Company or its nominees whether patented or not.

(C) In accordance with Company policy as in effect from time to time, I will make and maintain adequate and current written records of all such inventions, in the form of notes, sketches, drawings, or reports relating thereto, which records shall be and remain the property of and available to the Company at all times.

(D) Except as the Company may otherwise consent in writing, I will not disclose at any time (except as my Company duties may require) either during or within a period of two (2) years subsequent to the term of employment any information, knowledge, or data of the Company I may receive or develop during the course of my employment, relating to trade secrets, formulas, business processes, methods, machines, manufacturers, compositions, inventions, discoveries, computer programs, customer records, lists, accounts or other matters which are of a private, secret or confidential nature. (The terms "secret" and "confidential" as used in this Agreement are used in their ordinary sense and do not refer to official classifications of the United States Government.)

(E) I will notify the Company in writing before I make any disclosure or perform or cause to be performed any work for or on behalf of the Company, which might conflict with (1) the rights I claim in any invention or idea (a) conceived by me or others prior to my employment or (b) otherwise outside the scope of this Agreement, or (2) rights of others arising out of obligations incurred by me (a) prior to this Agreement or (b) otherwise outside the scope of this Agreement. In the event of my failure to give notice under the circumstances specified in (1) of the foregoing, the Company may assume that no such conflicting invention or idea exists, and I agree that I will make no claim against the Company with respect to the use of any such invention or idea in any work or the product of any work which I perform or cause to be performed for or on behalf of the Company. All discoveries owned or controlled by me in

Discoveries owned or controlled: (If none, so state. Attach separate sheet if necessary.)

- NONE -

(F) I will allow the Company, without charge, fee, license or arrangement and free from any allegation of infringement whatsoever to make full use of any matter developed by me (whether developed or written solely by me or jointly with others) during the course of my employment along the lines of the business, work or investigations of the Company or of companies which it owns or controls at the time of such development and/or which result from or are suggested by any work which I may do for or on behalf of the Company.

This Agreement may not be changed, modified, released, discharged, abandoned or otherwise terminated, in whole or in part, except by an instrument in writing signed by me or an officer or other authorized executive of the Company.

This Agreement shall be binding upon my heirs, executors, administrators or other legal representatives or assigns. Any reference to the Company shall include the Company's subsidiaries, successors and assigns.

Except as stated below, I have no agreements with or obligations to others in conflict with the foregoing. (If "none", so state.)

Arrangements with or obligations to others: (If none, so state. Attach separate sheet if necessary.)

- NONE -

The Company and I acknowledge that this Agreement does constitute a contract of employment and that either the Company or I can terminate the employment relationship at any time subject to any applicable employment policies of the Company then in effect. However, my agreement not to use or disclose the Company's proprietary data or information and to protect the Company's interest in any inventions shall survive termination of my employment.

Employee: Evan Brown

Date: Apr 27, 1987

DSC Communications Corporation  
By: [Signature]  
Title: Personnel Director

Message three from 202-783-5074 was received at 5:20 p.m., December 2.

EXHIBIT #2

GB: Evan, this is George Brundt, and I apologize, I know we have an appointment this afternoon. My secretary should have checked it and let you know that I was not going to be here. Late Wednesday night my plans changed, and I had to come to Washington, D.C., so, uh, and I'll be here 'til through Thursday night. As far as the offer that we've got, um, going on or the deal that we have been talking about with respect to this, uh, um, I guess I'll call it translation program that you thought I think maybe what I'll do since time is, uh, running, is -- is put together a written statement of what it is that I think DSC can do and, uh, . . . which is more than what Dave Hinshaw thinks DSC can do and, uh, see if we just can't get to some agreement on it. If we can't, then at least we know that we can't get to an agreement on it and that, uh, uh, we'll both have ventilation (?) property rights that we'll claim to that eventual product. However, I hope it doesn't come to that, I think it's a wonderful opportunity to do something using DSC's resources that can justly reward you for the time and effort put into it, and um, also benefit the shareholders of DSC. So. And I'll be in touch with you, okay? I'll -- I'm going to have Paul Wentzel try and start piecing together a letter in my absence. Talk to you after a while.

Message four from "Wayne Jones" at extension 93465 was received at 5:40 p.m., January 13

WJ: Hey, Evan Brown, this is Wayne Jones. Hey, I've got a contract here for you. Hey, congratulations sounds like you guys finally worked most of this out. Um, just in case those general lawyers are putting you off, I think the delay is they put it on my desk, and so I'm trying to look at it and make sure it makes sense to weird guys like me. So, I just want to let you know it's on my desk, I'm looking at it, I had some talks today, and hopefully tomorrow I'll be -- get it off my desk, cos I've gotta get it out of the way of all this other junk. I'll see ya, Evan. Give me a call if you want, but it'll be hard to reach me, but you can try if you want. Bye-bye.

Message five from "Chris Cole" at extension 96828 was received at 2:20 p.m. January 23

CC: Evan, it's Chris Cole. Uh, update. I think what I have here is a final draft of a document. There have been contributions by a number of people. The attorney that I had actually write -- do the first draft is out of town, but I found it on his directory, and I have edited it myself and put the changes into it. So, I have what I think is gonna be the final draft. It needs to go by George, because it's gone through some tweaking since the first version that he saw. He should be here in the morning. I know he's attending our GDI trial that's ongoing right now, so. But, uh, just to let you know, I've interfaced with a lot of people to get this done. I can -- I know you can appreciate this is no small matter. So, but I -- I think I have all of the input from people who have to give such, and I've incorporated all those things into the document, so . . . subject to George's final, so. He may be here later this afternoon, but I doubt it. I expect to see him in the morning. So that's the status report. So we're getting dangerously close. Thanks, bye.

Message six from "Chris Cole" at extension 12400 was received at 3:20 p.m., January 28.

CC: Evan, it's Chris Cole, I wanted to give you an update that, uh, draft is still sittin' on a desk for approval by the brass. I have limited influence on hurrying them along, so. But that's where it is. I wanted to keep you advised. I asked, um, Montry about it, I attended his staff meeting today, and he hasn't had time to review it, so, I'll keep on him every day to the extent that I can, so, but I'll keep you informed of anything I find out. All right? Talk to you later, bye.

- #960422 1:30p delivered request for release on patent to Larry Sewell;
- #960506 2:00p called Larry Sewell - left message requesting status of patent release;
- #960520 6:30p John Keihien - please call 690 8092 about Uniforum;
- #960611 1:00p x93735 Larry Sewell - has completed 1st draft of patent release;
- #960621 4:40p x93735 Larry Sewell - completed draft and sent to boss (Wayne Jones) - needs description - I told him about my discussion w/ Ron Ward;
- #960716 12:50p x94252 Tracy Belemi - Dave Hinshaw - 95832 - initial offer;
- #960718 10:10a Wayne Jones - in town, will setup meeting w/ Dave Hinshaw;
- #960719 9:15a Wayne Jones - meeting with Dave Hinshaw & Wayne Jones 3:30p PB2-1201;
- #960719 12:30p Tammy Hobbs for Wayne Jones x93465 - meet in CHB at 2:30p;
- #960726 9:15a called Wayne Jones - left message;
- #960726 9:40a x94244 Tammy Hobby - Wayne is out of the office back next Wednesday;
- #960731 10:55a called Wayne Jones x93465 - Dave Hinshaw is handling the business decision/negotiations - Wayne protecting DSC legal/patent rights;
- #960805 10:00a talked w/ Dave Hinshaw and declined DSC's offer for converting Z8000 code;
- #960805 1:00p left message for Wayne Jones about declining DSC's offer;
- #961014 10:40a called George Brunt - scheduled appointment for 1:30p Wed CHB-3027;
- #961105 3:15p called Ed Edson - talked w/ accounting and requested a check;
- #961106 9:10a x93819 Dave Kramer - motorola network - beep 229 5233; wants to setup televedio conference w/ Motorola;
- #961107 11:15a called Bret Dunaway x93434 - looking for CAR status - left message; George Brinner has to approve CAR for lab printer for Jim Donald rest of CAR approved; CAR# 7543 term 7545 server; PRs 17555 17561;
- #961108 5:05p called George Brunt - on phone long distance - will call me back;
- #961111 2:40p x92541 Linda w/ George Brunt's office - he's out until tomorrow;

#961112 12:20p x92541 Linda Delsol w/ George Brunt - George will get back with me when he has time;

#961115 4:20p x93465 Wayne Jones - been busy giving depositions - avail Monday call Chris Cole x96828;

#961202 4:55p called Kay x94207 - to setup another meeting with George Brunt - she will call back tomorrow;

#971202 5:20a George Brunt 202-783-5074 - plans changed late Wednesday - sorry secretary didn't notify me - will be back Friday - will put together written letter stating what DSC can do; will have Paul Winsel put the letter together;

#961203 8:20a x92541 Kay Bradford w/ DSC legal - needs to know if meeting needs to be re-scheduled;

#961212 2:25p called George Brunt - will have it to me by next Monday;

#961216 5:00p called DSC legal - George is out of the office today;

#961218 11:30a x96828 Chris Cole - DSC legal - please call - Wayne has an emergency Appendectomy;

#961218 3:15 called Chris Cole x96828 - wants to meet in his office at 4:00p CHB-3026 to discuss letter of agreement;

#970106 5:45p called George Brunt - 4th time today, no calls returned;

#970107 11:40a setup appointment w/ George Brunt for 4:00p today;

#970110 11:10a called Chris Cole x96828 - letter is being reviewed by the Patent Lawyers - call back after 3:00p today;

#970110 2:50p x96828 Chris Cole - Wayne Jones wants to look at letter today - may be Monday;

#970113 3:45p called Chris Cole x96828 - left message: please call;

#970113 5:40p x93465 Wayne Jones - has a contract for me on his desk - will send on to general council tomorrow;

#970114 2:00p x96828 Chris Cole - still waiting on Wayne Jones - out of town Wed-Thur;

#970118 11:30a called Chris Cole x96828 - Finance GRP & Gerold Montry have reviewed - check back later today or Monday;

#970120 3:20p called Chris Cole x96828 - met with group and has more information to discuss with George Brunt;

#970121 9:40a Chris Cole - has to meet w/ Gerald Montry tomorrow;

#970123 x96828 2:20p Chris Cole - update - looks like we have final draft - needs to have George review - probably tomorrow;

#970124 4:00p called Chris Cole x96828 - left message requesting update;

#970124 5:30p called Chris Cole x96828 - hasn't talked w/ George yet - maybe Monday - has completed first round of reviews;

#970127 4:30p called Chris Cole - left message requesting status;

#970128 3:20p Chris Cole - draft is still on Montry's table;

#970205 10:10 called Chris Cole 96828 - in Dallas trial;

#970206 7:50a x96828 Chris Cole - out of office - company has changed mind - decided not to go forward with negotiations - will get it to me in writing;

#970214 4:55p called George Brunt x94207 - on vacation today - back Monday;

#970217 4:10p called George Brunt x94207 - out of office - family emergency;

#970221 1:35p called George Brunt x94207 - requested a return call;

#970221 3:10p called George Brunt x94207 - out until Tuesday;

#970226 1:10p called x94207 George Brunt - requesting meeting this afternoon;

#970227 5:30p called George Brunt - left message w/ Sec for him to call;

#970304 1:20p called George Brunt - in Texarcana today and Wednesday - try again Friday;

#970311 1:45p called George Brunt's secretary - George will be back next Monday;

#970317 9:00a call Geogr Brunt's office x94207 - requesting secretary call me;

BXHB174

**LYNN TILLOTSON & PINKER, L.L.P.**

ATTORNEYS AND COUNSELORS

Eric W. Pinker, P.C.  
Direct Dial (214) 981-3837  
epinker@lynnllp.com

750 NORTH ST. PAUL STREET  
SUITE 1400  
DALLAS, TEXAS 75201

Telephone (214) 981-3800  
Telecopier (214) 981-3839

January 15, 2001

Via Facsimile

Eric D. Pearson, Esq.  
Sayles, Lidji, & Werbner  
1201 Elm Street, Suite 4400  
Dallas, Texas 75270

Re: Cause No. 199-00596-97; *DSC Communications Corporation v. Evan Brown*

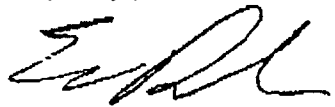
Dear Eric:

The Disclosure Team has spent a number of hours reviewing the electronic and written material supplied by Mr. Brown over the past few months. Despite a great deal of effort, the Disclosure Team has not been able to compile the source programs provided by Mr. Brown. As such, the Disclosure Team cannot fully evaluate or understand the material supplied by Mr. Brown.

In your previous letters to me, you stated that Mr. Brown was willing to meet with the Disclosure Team to answer questions concerning the disclosure. Having now had an opportunity to review the material that Mr. Brown provided, the Disclosure Team would like to arrange for a meeting with Mr. Brown concerning his disclosure. In particular, we would like to see Mr. Brown compile and build the programs that he included as his disclosure.

Please let me know when you and Mr. Brown would be available to meet concerning the disclosure.

Very truly yours,



Eric W. Pinker, P.C.

EWP:jet

EVAN BROWN

EXHIBIT #5

**THE**  
**C**  
**PROGRAMMING**  
**LANGUAGE**

Brian W. Kernighan • Dennis M. Ritchie

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20

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## PREFACE

C is a general-purpose programming language which features economy of expression, modern control flow and data structures, and a rich set of operators. C is not a “very high level” language, nor a “big” one, and is not specialized to any particular area of application. But its absence of restrictions and its generality make it more convenient and effective for many tasks than supposedly more powerful languages.

C was originally designed for and implemented on the UNIX† operating system on the DEC PDP-11, by Dennis Ritchie. The operating system, the C compiler, and essentially all UNIX applications programs (including all of the software used to prepare this book) are written in C. Production compilers also exist for several other machines, including the IBM System/370, the Honeywell 6000, and the Interdata 8/32. C is not tied to any particular hardware or system, however, and it is easy to write programs that will run without change on any machine that supports C.

This book is meant to help the reader learn how to program in C. It contains a tutorial introduction to get new users started as soon as possible, separate chapters on each major feature, and a reference manual. Most of the treatment is based on reading, writing and revising examples, rather than on mere statements of rules. For the most part, the examples are complete, real programs, rather than isolated fragments. All examples have been tested directly from the text, which is in machine-readable form. Besides showing how to make effective use of the language, we have also tried where possible to illustrate useful algorithms and principles of good style and sound design.

The book is not an introductory programming manual; it assumes some familiarity with basic programming concepts like variables, assignment statements, loops, and functions. Nonetheless, a novice programmer should be able to read along and pick up the language, although access to a more

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† UNIX is a Trademark of Bell Laboratories. The UNIX operating system is available under license from Western Electric, Greensboro, N. C.

## CHAPTER 0: INTRODUCTION

C is a general-purpose programming language. It has been closely associated with the UNIX system, since it was developed on that system, and since UNIX and its software are written in C. The language, however, is not tied to any one operating system or machine; and although it has been called a "system programming language" because it is useful for writing operating systems, it has been used equally well to write major numerical, text-processing, and data-base programs.

C is a relatively "low level" language. This characterization is not pejorative; it simply means that C deals with the same sort of objects that most computers do, namely characters, numbers, and addresses. These may be combined and moved about with the usual arithmetic and logical operators implemented by actual machines.

C provides no operations to deal directly with composite objects such as character strings, sets, lists, or arrays considered as a whole. There is no analog, for example, of the PL/I operations which manipulate an entire array or string. The language does not define any storage allocation facility other than static definition and the stack discipline provided by the local variables of functions: there is no heap or garbage collection like that provided by Algol 68. Finally, C itself provides no input-output facilities: there are no READ or WRITE statements, and no wired-in file access methods. All of these higher-level mechanisms must be provided by explicitly-called functions.

Similarly, C offers only straightforward, single-thread control flow constructions: tests, loops, grouping, and subprograms, but not multiprogramming, parallel operations, synchronization, or coroutines.

Although the absence of some of these features may seem like a grave deficiency ("You mean I have to call a function to compare two character strings?"), keeping the language down to modest dimensions has brought real benefits. Since C is relatively small, it can be described in a small space, and learned quickly. A compiler for C can be simple and compact. Compilers are also easily written; using current technology, one can expect to prepare a compiler for a new machine in a couple of months, and to find

that 80 percent of the code of a new compiler is common with existing ones. This provides a high degree of language mobility. Because the data types and control structures provided by C are supported directly by most existing computers, the run-time library required to implement self-contained programs is tiny. On the PDP-11, for example, it contains only the routines to do 32-bit multiplication and division and to perform the subroutine entry and exit sequences. Of course, each implementation provides a comprehensive, compatible library of functions to carry out I/O, string handling, and storage allocation operations, but since they are called only explicitly, they can be avoided if required; they can also be written portably in C itself.

Again because the language reflects the capabilities of current computers, C programs tend to be efficient enough that there is no compulsion to write assembly language instead. The most obvious example of this is the UNIX operating system itself, which is written almost entirely in C. Of 13000 lines of system code, only about 800 lines at the very lowest level are in assembler. In addition, essentially all of UNIX applications software is written in C; the vast majority of UNIX users (including one of the authors of this book) do not even know the PDP-11 assembly language.

Although C matches the capabilities of many computers, it is independent of any particular machine architecture, and so with a little care it is easy to write "portable" programs, that is, programs which can be run without change on a variety of hardware. It is now routine in our environment that software developed on UNIX is transported to the local Honeywell, IBM and Interdata systems. In fact, the C compilers and run-time support on these four machines are much more compatible than the supposedly ANSI standard versions of Fortran. The UNIX operating system itself now runs on both the PDP-11 and the Interdata 8/32. Outside of programs which are necessarily somewhat machine-dependent like the compiler, assembler, and debugger, the software written in C is identical on both machines. Within the operating system itself, the 7000 lines of code outside of the assembly language support and the I/O device handlers is about 95 percent identical.

For programmers familiar with other languages, it may prove helpful to mention a few historical, technical, and philosophical aspects of C, for contrast and comparison.

Many of the most important ideas of C stem from the considerably older, but still quite vital, language BCPL, developed by Martin Richards. The influence of BCPL on C proceeded indirectly through the language B, which was written by Ken Thompson in 1970 for the first UNIX system on the PDP-7.

Although it shares several characteristic features with BCPL, C is in no sense a dialect of it. BCPL and B are "typeless" languages: the only data type is the machine word, and access to other kinds of objects is by special

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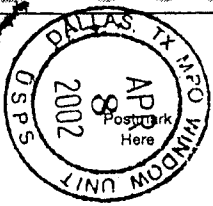
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