

JAMES A. DiBOISE, State Bar No. 083296
ELIZABETH M. SAUNDERS, State Bar No. 138249
WILSON SONSINI GOODRICH & ROSATI
Professional Corporation
650 Page Mill Road
Palo Alto, CA 94304-1050
Telephone: (650) 493-9300
Facsimile: (650) 565-5100

Attorneys for Plaintiffs
GROUPE CANAL+ S.A.,
CANAL+ TECHNOLOGIES, S.A. and
CANAL+ TECHNOLOGIES, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

GROUPE CANAL+ S.A., CANAL+
TECHNOLOGIES, S.A., CANAL+
TECHNOLOGIES, INC.,

Plaintiffs,

v.

NDS GROUP PLC, NDS AMERICAS, INC.,

Defendants.

CASE NO.: C02-01178 VRW

**DECLARATION OF GILLES
KAEHLIN IN SUPPORT OF
PLAINTIFFS' MOTION FOR
EXPEDITED DISCOVERY AND TO
PRESERVE DOCUMENTS AND
THINGS**

Date: April 18, 2002

Time: 2:00 p.m.

Place: Courtroom 6, 17th Floor

I, Gilles Kaehlin, declare as follows:

1. I am a Director of the Moyens Generaux Groupe for Groupe Canal+ S.A., which includes responsibility for security at Canal+ Technologies. I have held this position since 15 April 1998. I have personal and firsthand knowledge of the matters set forth in this declaration and if called upon to testify regarding these matters, I could and would do so.

1 2. I have reviewed the Declarations of John Norris and Abraham Peled submitted in
2 this matter. Both Mr. Norris and Mr. Peled have made misleading characterizations of my
3 interactions with Chris Tarnovsky.

4 3. I did not initiate contact with Chris Tarnovsky. Chris Tarnovsky first contacted
5 me in the summer of 2001. Chris Tarnovsky said he wanted to talk to me and we arranged to
6 meet in London on August 14-15, 2001. I agreed to meet with Chris Tarnovsky because he was a
7 well known "pirate" within the hacker community and I believed he would have many
8 interesting things to say. During this meeting, Chris Tarnovsky clarified for me numerous points
9 that seemed mysterious to me regarding audiovisual piracy. At the conclusion of our discussion,
10 he indicated that he was tired of working for NDS. I understood him to be saying that he might
11 be interested in a future collaboration with Canal+. Chris Tarnovsky also said that I should not
12 trust his reputation as a "super glitching" hacker and that I should test him and his skills. I agreed
13 and proposed to him to bring some cards to our next meeting for test purposes.

14 4. At that same meeting in London, I asked Chris Tarnovsky if he knew anything
15 about the "dump" and publication of the Canal+ ROM code on the DR7 website. He did not give
16 me a direct answer, but indicated mysteriously that he had lots of information regarding this
17 topic. He also said that he did not know me well enough to tell me more. But after spending time
18 together at this meeting in London, Chris Tarnovsky and I had a friendly relationship and he
19 invited me to visit him at his home in Carlsbad, California. At this point I did not know whether
20 Canal+ would be interested in a collaboration with Chris Tarnovsky and I had not evaluated his
21 engineering skill. However, it seemed clear that Chris wanted to pursue a relationship with me
22 and he seemed to have very interesting information regarding the piracy of our cards. So I agreed
23 to go to California to visit him and to bring him the promised cards. I understood that it was
24 important for Chris to prove his engineering skills to me and that he wanted to leave behind his
25 negative image as a pirate hacker and establish a new reputation as a legitimate engineer.

26 5. I traveled to Carlsbad, California and met with Chris Tarnovsky on 5 October
27 2001. I gave the test cards to Chris Tarnovsky and told him to extract the code. I should clarify
28 an important point which contradicts the declarations of Mr. Peled: the cards I supplied to Chris

1 Tarnovsky were examples already deployed by Canal+. These cards were not the new generation
2 that Canal+ is about to deploy in 2002. In addition, these cards were loaded with test programs,
3 but not with Canal+ conditional access software. A photocopy of the cards sent to Chris is
4 attached hereto as Exhibit A.

5 6. At our meetings in Carlsbad, California, we talked again about his possible
6 collaboration with Canal+. Chris told me that he realized it would be extremely difficult for him
7 to leave NDS because he was afraid of certain NDS employees but he didn't want to tell me
8 more. In order to continue the conversation, particularly on the subject of the 'dump' and the
9 publication on the DR7 site, I suggested to Chris that we use a nonverbal method of
10 communication, with which we were both familiar, to confirm to me that NDS and he were
11 totally involved. This time when I asked Chris Tarnovsky, he revealed to me that NDS was
12 responsible for the 'dump' and publication on DR7 of our code. He also stated to me that the code
13 had been sent to him by Reuven Hasak via John Norris by email for it to be published on the
14 Internet.

15 7. I met Chris again in Santa Monica on December 16, 2001. At this meeting he told
16 me that he had been unable to work on our cards. Beforehand, after his disclosures, I had told
17 him that we were contemplating legal action. On this subject, he promised me that he would tell
18 the truth to the court if he were called to testify but that he would not be the "whistle-blower" on
19 NDS' illegal activities, because he was feared too much for his life and that of his family. I tried
20 to reassure him and proposed that we meet in London in January 2002 to work on the cards I had
21 given him previously and to talk about our possible future collaboration.

22 8. That meeting never happened and Chris never returned Canal+'s test cards to me
23 as he had promised to do in an agreement written on October 5, 2001. In early January 2002,
24 Chris did send me only a terse email stating that he did not want to talk to me anymore. After
25 that date, I never tried to contact him. I regret this communication breakdown because I consider
26 Chris to be a decent young man who has been manipulated by NDS and I would hope that we
27 could renew our friendship in the future. I never offered Chris employment with Canal+;
28

1 however, I did provide him with a copy of a Canal+ standard employment contract, so that he
2 could simply review it.

3 I declare under penalty of perjury under the laws of the United States of America that the
4 foregoing is true and correct.

5 Executed on 10 April 2002 at Los Angeles, California.

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/s/Gilles Kaehlin
Gilles Kaehlin

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BERKELEY SCIENTIFIC TRANSLATION SERVICE

voice 510 548-4665
fax 510 548-4666
web <http://www.berksci.com>
mail P.O. Box 150 Berkeley CA 94701

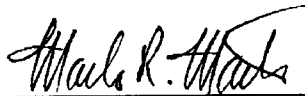
Date: April 11, 2002

Re: Case No.: C02-01178 VRW

CERTIFICATION OF EDITING

This certifies that the editing and verification of the translation from French to English of the French legal document entitled: "DECLARATION OF GILLES KAEHLIN IN SUPPORT OF PLAINTIFFS' MOTION FOR EXPEDITED DISCOVERY AND TO PRESERVE DOCUMENTS AND THINGS" has been performed by a qualified professional translator competent in both languages, and is an accurate and complete rendering of the content of the original document to the best of our ability.

Signed:



Marlo R. Martin, Ph.D.
Director