

D'AMATO DECLARATION EX. R

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22 CO., LTD., SAMSUNG ELECTRONICS
23 AMERICA, INC. and SAMSUNG
24 TELECOMMUNICATIONS AMERICA, LLC

25 UNITED STATES DISTRICT COURT

26 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

27 APPLE INC., a California corporation,

28 Plaintiff,

29 vs.

30 SAMSUNG ELECTRONICS CO., LTD., a
31 Korean business entity; SAMSUNG
32 ELECTRONICS AMERICA, INC., a New
33 York corporation; SAMSUNG
34 TELECOMMUNICATIONS AMERICA,
35 LLC, a Delaware limited liability company,

36 Defendants.

CASE NO. 11-cv-01846-LHK

**SAMSUNG'S FOURTH SET OF
INTERROGATORIES TO APPLE INC.**

1 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, Defendants and
2 Counterclaimants Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and
3 Samsung Telecommunications America, LLC (collectively “Samsung”) hereby serve the
4 following interrogatories on Plaintiff and Counterclaim Defendant Apple Inc. (“Apple”). Apple
5 shall answer each interrogatory below, in accordance with the definitions below, and serve them
6 on Defendants’ counsel, Quinn Emanuel Urquhart & Sullivan, LLP, 555 Twin Dolphin Drive, 5th
7 Floor, Redwood Shores, CA 94065, within 30 days, or such other time as the parties agree or the
8 Court orders. These interrogatories are continuing in nature and Plaintiff/Counterclaim
9 Defendant must timely supplement the answers to them under Fed. R. Civ. P. 26(e) whenever an
10 answer is in some material respect incomplete or incorrect.

11 **DEFINITIONS**

12 1. The terms “APPLE,” “PLAINTIFF,” “YOU,” and “YOUR” shall refer to Apple
13 Inc., any predecessor or successor of Apple Inc., and any past or present parent, division,
14 subsidiary, affiliate, joint venture, associated organization, director, officer, agent, employee,
15 consultant, staff member, or other representative of Apple Inc., including counsel and patent
16 agents, in any country.

17 2. The term “DEFENDANTS” and “SAMSUNG” means Samsung Electronics Co.,
18 Ltd., Samsung Electronics America, Inc., and Samsung Telecommunications America, LLC.

19 3. “THIS LAWSUIT” shall mean the action entitled *Apple Inc. v. Samsung*
20 *Electronics Co., Ltd.*, Case No. 11-cv-01846-LHK.

21 4. The term “‘604 PATENT” shall mean U.S. Patent No. 6,928,604 and all parents,
22 progeny, continuations, applications, divisional applications, reexaminations, or reissues thereof
23 and all foreign counterpart applications and patents which claim the same subject matter.

24 5. The term “‘410 PATENT” shall mean U.S. Patent No. 7,050,410 and all parents,
25 progeny, continuations, applications, divisional applications, reexaminations, or reissues thereof
26 and all foreign counterpart applications and patents which claim the same subject matter.

27 6. The term “‘792 PATENT” shall mean U.S. Patent No. 7,200,792 and all parents,
28 progeny, continuations, applications, divisional applications, reexaminations, or reissues thereof

1 and all foreign counterpart applications and patents which claim the same subject matter.

2 7. The term ““867 PATENT” shall mean U.S. Patent No. 7,362,867 and all parents,
3 progeny, continuations, applications, divisional applications, reexaminations, or reissues thereof
4 and all foreign counterpart applications and patents which claim the same subject matter.

5 8. The term ““001 PATENT” shall mean U.S. Patent No. 7,386,001 and all parents,
6 progeny, continuations, applications, divisional applications, reexaminations, or reissues thereof
7 and all foreign counterpart applications and patents which claim the same subject matter.

8 9. The term ““516 PATENT” shall mean U.S. Patent No. 7,447,516 and all parents,
9 progeny, continuations, applications, divisional applications, reexaminations, or reissues thereof
10 and all foreign counterpart applications and patents which claim the same subject matter.

11 10. The term ““941 PATENT” shall mean U.S. Patent No. 7,675,941 and all parents,
12 progeny, continuations, applications, divisional applications, reexaminations, or reissues thereof
13 and all foreign counterpart applications and patents which claim the same subject matter.

14 11. The term ““055 PATENT” shall mean U.S. Patent No. 7,069,055 and all parents,
15 progeny, continuations, applications, divisional applications, reexaminations, or reissues thereof
16 and all foreign counterpart applications and patents which claim the same subject matter.

17 12. The term ““871 PATENT” shall mean U.S. Patent No. 7,079,871 and all parents,
18 progeny, continuations, applications, divisional applications, reexaminations, or reissues thereof
19 and all foreign counterpart applications and patents which claim the same subject matter.

20 13. The term ““893 PATENT” shall mean U.S. Patent No. 7,456,893 and all parents,
21 progeny, continuations, applications, divisional applications, reexaminations, or reissues thereof
22 and all foreign counterpart applications and patents which claim the same subject matter.

23 14. The term ““460 PATENT” shall mean U.S. Patent No. 7,577,460 and all parents,
24 progeny, continuations, applications, divisional applications, reexaminations, or reissues thereof
25 and all foreign counterpart applications and patents which claim the same subject matter.

26 15. The term ““711 PATENT” shall mean U.S. Patent No. 7,698,711 and all parents,
27 progeny, continuations, applications, divisional applications, reexaminations, or reissues thereof
28 and all foreign counterpart applications and patents which claim the same subject matter.

1 16. “SAMSUNG PATENT(S)-IN-SUIT” shall mean the ‘604 PATENT, the ‘410
2 PATENT, the ‘792 PATENT, the ‘867 PATENT, the ‘001 PATENT, the ‘516 PATENT, the ‘941
3 PATENT, the ‘055 PATENT, the ‘871 PATENT, the ‘893 PATENT, the ‘460 PATENT, and the
4 ‘711 PATENT.

5 17. The term “APPLE ACCUSED PRODUCTS” shall mean electronic devices that
6 allow for communications and data transfer over networks including establishing data
7 connections, execution of user operations and audio play back of digital data that are
8 manufactured, distributed, and/or sold by YOU or YOUR parent, subsidiary, or affiliate
9 companies or on YOUR behalf, or on behalf of YOUR parent, subsidiary, or affiliate companies
10 anywhere in the world, at any time from April 15, 2005 through the pendency of This Lawsuit,
11 including each and every Apple product that Samsung has identified as infringing in any of its
12 complaints or infringement contentions served in this action. The term shall include, without
13 limitation, the following devices: the Apple iPhone 3G, the Apple iPhone 3GS, the Apple iPhone
14 4, the iPod Touch, the iPad, the iPad 3G, the iPad 2, the iPad 2 3G.

15 18. The term “APPLE MANUFACTURER(S)” refers collectively and individually to
16 the manufacturers of the APPLE ACCUSED PRODUCTS, including but not limited to Foxconn
17 Electronics, Inc., Quanta Computer, Inc., Hon Hai Precision Industry Co. Ltd., Pegatron Corp.,
18 and all their predecessors, successors, parents, divisions, subsidiaries, and affiliates thereof, and all
19 officers, agents, employees, counsel and other persons acting on their behalf, or any other person
20 or entity subject to their control or which controls them.

21 19. The term “SAMSUNG/INTEL AGREEMENT” shall mean the Patent Cross
22 License Agreement Between Samsung Electronics Co., Ltd. and Intel Corporation having an
23 effective date of January 1, 1993 and all Amendments thereto, including but not limited to the
24 Amendment signed in 2003 (Amendment 1) and the Amendment signed in 2004 (Amendment 2).

25 20. The term “3GPP” shall mean the organization known as the 3rd Generation
26 Partnership Project, which specifies, develops, and promulgates technical specifications for
27 wireless networks.

28 21. The term “UMTS” shall mean the Universal Mobile Telecommunications System

1 as developed and promulgated by 3GPP.

2 22. The term "CDMA2000" shall mean the code-division multiple access (CDMA)
3 version of the IMT-2000 standard developed by the International Telecommunication Union
4 (ITU), also known as IMT-CDMA Multi-Carrier or 1xRTT.

5 23. The term "CDMA EV-DO" shall mean Evolution-Data Optimized, an evolution of
6 the CDMA2000 standard.

7 24. The term "GSM" shall mean Global System for Mobile Communications as
8 developed by the European Telecommunications Standards Institute.

9 25. The term "EDGE" shall mean Enhanced Data rates for GSM Evolution as
10 standardized by 3GPP.

11 26. The term "WCDMA" shall mean Wideband Code Division Multiple Access, a
12 member of the UMTS family of standards.

13 27. The term "HSDPA" shall mean High-Speed Downlink Packet Access, the mobile
14 telecommunications protocol.

15 28. The term "HSUPA" shall mean the High-Speed Uplink Packet Access, also known
16 as Enhanced Uplink (EUL) under the specifications promulgated by 3GPP.

17 29. The term "INTEL" shall mean Intel Corporation and includes any entities
18 constituting parents, predecessors, subsidiaries, affiliates, divisions, associated organizations, joint
19 ventures, as well as present and former officers, directors, trustees, employees, staff members,
20 agents, or other representatives, including counsel and patent agents, in any country. "INTEL"
21 includes, but is not limited to, Intel Americas, Inc. ("IAI") and Intel Mobile Communications
22 ("IMC").

23 30. The term "INFINEON" shall mean Infineon Technologies AG and includes any
24 entities constituting parents, predecessors, subsidiaries, affiliates, divisions, associated
25 organizations, joint ventures, as well as present and former officers, directors, trustees, employees,
26 staff members, agents, or other representatives, including counsel and patent agents, in any
27 country.

28 31. The term "QUALCOMM" shall mean Qualcomm Incorporated and includes

1 entities constituting parents, predecessors, subsidiaries, affiliates, divisions, associated
2 organizations, joint ventures, as well as present and former officers, directors, trustees, employees,
3 staff members, agents, or other representatives, including counsel and patent agents, in any
4 country.

5 32. The term "SOFTWARE" shall include source code, hardware code, machine code,
6 object code, assembly code, or code written in any programming language, and code that can be
7 compiled or acted upon by a processor, any listings or printouts thereof, and any release notes
8 describing the features or modifications of such code. With regard to Software, "RELATED
9 DOCUMENTATION" further includes the architecture designs, logic diagrams, flow diagrams,
10 technical descriptions and flowcharts associated with, or used in the design of, such Software, and
11 all descriptive or explanatory documentary documents relating to it.

12 33. The term "BASEBAND PROCESSOR" shall mean a processor that is mainly used
13 to process communication functions that is incorporated, used or provided for use in, or otherwise
14 known by Apple to be used in, an Apple Accused Product.

15 34. The term "ETSI" shall mean the European Telecommunications Standards
16 Institute.

17 35. The term "FRAND" shall mean fair, reasonable, and non-discriminatory.

18 36. The term "USB" shall mean Universal Serial Bus.

19 37. The term "SPI" shall mean Serial Peripheral Interface Bus.

20 38. The term "INPUT TECHNOLOGY" shall have the meaning used in Counterclaim
21 Defendant Apple Inc.'s Amended Answer, Defenses and Counterclaims in Reply to Samsung's
22 Counterclaims.

23 39. The term "INPUT TECHNOLOGIES MARKET(S)" shall have the meaning used
24 in Counterclaim Defendant Apple Inc.'s Amended Answer, Defenses and Counterclaims in Reply
25 to Samsung's Counterclaims.

26 40. The term "ESSENTIAL IPR" shall have the meaning used in the ETSI Intellectual
27 Property Rights Policy.

28 41. The term "ESSENTIAL" as applied to a patent or other intellectual property right

1 (“IPR”) shall have the same meaning as used in the ETSI IPR Policy (see
2 http://www.etsi.org/WebSite/document/Legal/ETSI_IPR-Policy.pdf), namely that it is not possible
3 on technical (but not commercial) grounds, taking into account normal technical practice and the
4 state of the art generally available at the time of standardization, to make, sell, lease, otherwise
5 dispose of, repair, use or operate EQUIPMENT or METHODS which comply with a Standard
6 without infringing that patent or IPR. For the avoidance of doubt in exceptional cases where a
7 Standard can only be implemented by technical solutions, all of which are infringements of IPRs,
8 all such IPRs shall be considered Essential.

9 42. The term “APPLE TRADE DRESS” shall mean U.S. Registration Nos. 3,470,983;
10 3,457,218; 3,475,327; US Application Serial Nos. 77/921,838; 77/921,829; 77/921,869;
11 85/299,118; and all parents, progeny, continuations, applications, divisional applications,
12 reexaminations, or reissues thereof and all foreign counterpart applications, registrations, and
13 which claim the same subject matter, and the unregistered iPhone, iPhone 3G, iPhone 4,
14 iPhone/iPhone 3G/iPhone 4, iPad, iPad 2, and packaging trade dress claimed by Apple.

15 43. The term “APPLE TRADEMARKS” shall mean U.S. Trademark Registration Nos.
16 3,886,196; 3,889,642; 3,886,200; 3,889,685; 3,886,169; 3,886,197; 2,935,038; U.S. Application
17 Serial No. 85/041,463, and all parents, progeny, continuations, applications, divisional
18 applications, reexaminations, or reissues thereof and all foreign counterpart applications,
19 registrations, and which claim the same subject matter.

20 44. The term “D790 PATENT” shall mean U.S. Design Patent No. D627,790 and all
21 parents, progeny, continuations, applications, divisional applications, reexaminations, or reissues
22 thereof and all foreign counterpart applications, registrations, and patents which claim the same
23 subject matter.

24 45. The term “D334 PATENT” shall mean U.S. Design Patent No. D617,334 and all
25 parents, progeny, continuations, applications, divisional applications, reexaminations, or reissues
26 thereof and all foreign counterpart applications, registrations, and patents which claim the same
27 subject matter.

28 46. The term “D305 PATENT” shall mean U.S. Design Patent No. D604,305 and all

1 parents, progeny, continuations, applications, divisional applications, reexaminations, or reissues
2 thereof and all foreign counterpart applications, registrations, and patents which claim the same
3 subject matter.

4 47. The term “D087 PATENT” shall mean U.S. Design Patent No. D593,087 and all
5 parents, progeny, continuations, applications, divisional applications, reexaminations, or reissues
6 thereof and all foreign counterpart applications, registrations, and patents which claim the same
7 subject matter.

8 48. The term “D677 PATENT” shall mean U.S. Design Patent No. D618,677 and all
9 parents, progeny, continuations, applications, divisional applications, reexaminations, or reissues
10 thereof and all foreign counterpart applications, registrations, and patents which claim the same
11 subject matter.

12 49. The term “D270 PATENT” shall mean U.S. Design Patent No. D622,270 and all
13 parents, progeny, continuations, applications, divisional applications, reexaminations, or reissues
14 thereof and all foreign counterpart applications, registrations, and patents which claim the same
15 subject matter.

16 50. The term “D889 PATENT” shall mean U.S. Design Patent No. D504,889 and all
17 parents, progeny, continuations, applications, divisional applications, reexaminations, or reissues
18 thereof and all foreign counterpart applications, registrations, and patents which claim the same
19 subject matter.

20 51. “APPLE DESIGN PATENTS” shall mean the ‘D790 PATENT, the ‘D334
21 PATENT, the ‘D305 PATENT, the ‘D087 PATENT, the ‘D677 PATENT, the ‘D270 PATENT,
22 and the ‘D889 PATENT.

23 52. The term “iOS SOURCE CODE” shall mean source code pertaining to Apple’s
24 iOS operating system (formerly iPhone OS), including all versions of the operating system.

25 53. The terms “DOCUMENT” and “DOCUMENTS” shall have the broadest meaning
26 ascribed to it by Federal Rule of Civil Procedure 34 and Federal Rule of Evidence 1001. The
27 term shall include within its meaning, by way of example and not limitation, any and all accounts,
28 analyses, books, CDs, calendars, commercial paper, communications, correspondence, DVDs, e-

1 mail, films, financial statements, floppy disks, hard disks, inter-office memoranda, intangible
2 things, invoices, ledgers, letters, licenses, logs, memoranda, microfilms, minutes, notes, notes of
3 conversations, notes of meetings, notes of telephone calls, office communications, photographs,
4 printouts, recordings of conversations (whether written or electronic), reports, schedules, storage
5 tape, task lists, telegrams, telephone bills, videotapes or other video recordings, and any differing
6 versions of the foregoing whether denominated formal, informal or otherwise, as well as copies of
7 the foregoing which differ from the original in any way, including handwritten notations or other
8 written or printed matter. The foregoing specifically includes information stored electronically,
9 whether in a computer database or otherwise, regardless of whether such documents are presently
10 in documentary form or not. A draft or non-identical copy of a Document is a separate
11 Document within the meaning of this term.

12 54. The term “RELATING” shall mean regarding, referring to, concerning,
13 mentioning, reflecting, pertaining to, evidencing, identifying, involving, describing, discussing,
14 commenting on, embodying, responding to, supporting, contradicting, containing, or constituting
15 (in whole or in part).

16 55. The term “IDENTIFY” means (1) when referring to a person, the person’s full
17 name, present or last known address, and the last known title and place of employment; (2) when
18 referring to a business, legal, or governmental entity or association, the name and address of the
19 entity or association; (3) when referring to a fact, the fact and the documentary or testimonial
20 support for that fact; (4) when referring to a product, the model name/number, the manufacturer,
21 the date it was first announced, the date it was first released, the date it was first sold and the entity
22 that first sold the product (*e.g.*, the carrier) and a general description of the product or thing; (5)
23 when referring to a written communication, identity of the DOCUMENT(s) in which the
24 communication was made; (6) when referring to an oral communication, the identity of persons
25 participating in the communication; (7) when referring to nonpatent DOCUMENTS, the
26 production number or type of DOCUMENT, its general nature and subject matter, date of
27 creation, and all author(s), addressee(s), and recipient(s); and (8) when referring to patent
28 DOCUMENTS, the country, patent and/or application number, dates of filing, publication, and

1 grant, and the names of patentees or applicants.

2
3 **INSTRUCTIONS**

4 The following instructions shall apply to each of the Interrogatories herein:

5 1. In answering the following Interrogatories, furnish all available information,
6 including information in the possession, custody, or control of any of PLAINTIFF's or
7 COUNTERCLAIM DEFENDANT's attorneys, directors, officers, agents, employees,
8 representatives, associates, investigators or division affiliates, partnerships, parents or subsidiaries,
9 and persons under PLAINTIFF's or COUNTERCLAIM DEFENDANT's control, who have the
10 best knowledge, not merely information known to PLAINTIFF or COUNTERCLAIM
11 DEFENDANT based on PLAINTIFF's or COUNTERCLAIM DEFENDANT's own personal
12 knowledge.

13 2. If YOU cannot fully respond to the following Interrogatories after exercising due
14 diligence to secure the information requested thereby, so state, and provide the following
15 information: (a) the portion of the Interrogatory that cannot be responded to fully and completely;
16 (b) the efforts that were made to obtain the requested information and the facts relied upon that
17 support the contention that the Interrogatory cannot be answered fully and completely; (c) the
18 knowledge, information or belief YOU have concerning the unanswered portion of the
19 Interrogatory; (d) whether the inability to respond is because the particular item or category of
20 information never existed, has been destroyed, has been lost, misplaced, or stolen, or has never
21 been, or is no longer, in YOUR possession, custody, or control. If the information is no longer in
22 YOUR possession, custody, or control, further IDENTIFY the name and address of any person or
23 entity known or believed by YOU to have possession, custody, or control of that information or
24 category of information.

25 3. If any information requested is claimed to be privileged or otherwise, provide all
26 information falling within the scope of the Interrogatory which is not privileged, and for each item
27 of information contained in a document to which a claim of privilege is made, IDENTIFY such
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1 document with sufficient particularity for purposes of a motion to compel, such identification to
2 include at least the following:

- 3 a. the basis on which the privilege is claimed;
- 4 b. the names and positions of the author of the information and all other
5 persons participating in the preparation of the information;
- 6 c. the name and position of each individual or other person to whom the
7 information, or a copy thereof, was sent or otherwise disclosed;
- 8 d. the date of the information;
- 9 e. a description of any accompanying material transmitted with or attached to
10 such information;
- 11 f. the number of pages in such document or information;
- 12 g. the particular Interrogatory to which such document is responsive; and
13 whether any business or non-legal matter is contained or discussed in such
14 information.¹

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¹ Per the parties' agreement, neither party needs to log documents and information generated after the start of THIS LAWSUIT on April 15, 2011.

1 4. In the event YOU contend that any of these Interrogatories is objectionable, in
2 whole or in part, YOU shall state with particularity each such objection and the bases therefore,
3 and shall respond to the remainder of the Interrogatory to the extent YOU are not objecting to it.

4 5. If YOU are producing Documents in connection with the Interrogatories, selection
5 of Documents from the files and other sources and the numbering of such Documents shall be
6 performed in such a manner as to ensure that the source of each Document may be determined, if
7 necessary. File folders with tabs or labels or directories of files IDENTIFYING Documents must
8 be produced intact with such Documents. Documents attached to each other shall not be
9 separated. All Documents that respond, in whole or in part, to any portion of any request shall be
10 produced in their entirety, including all attachments and enclosures. Electronic records and
11 computerized information must be produced in an intelligible format, together with a description
12 of the system from which they were derived sufficient to permit rendering the records and
13 information intelligible.

14 6. Where an identified document is in a language other than English, state whether an
15 English translation of such document exists. If a document is in a language other than English
16 and an English translation exists, IDENTIFY and provide both documents.

17 7. Any response made by reference to documents shall IDENTIFY each responsive
18 document by document production number.

19 8. If possible, supply all financial data requested on a calendar year basis. If fiscal
20 year data is provided, please specify the dates on which the fiscal years begin and end.

21 9. For any information requested that is not readily available from YOUR records in
22 the form requested, furnish carefully prepared estimates, designated as such. Attach a statement
23 of the basis for such estimates and IDENTIFY the person or persons making them.

24 10. If any documents responsive to any of these Interrogatories have been destroyed,
25 then separately, for each such document, IDENTIFY when, why, and by whom it was destroyed,
26 the person or persons who destroyed it, why it was destroyed, and the circumstances under which
27 it was destroyed.

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1 11. Confidential business information. Please mark each page that YOU consider to
2 contain confidential business information.

3 12. For any Interrogatory or portion thereof that YOU determine to be vague,
4 overbroad, or unclear, YOU shall adopt a reasonable meaning for that portion of the Interrogatory,
5 state the adopted meaning in YOUR response to the particular Interrogatory, and produce
6 responsive information accordingly.

7 13. The words “and” and “or” shall be construed as either conjunctive or disjunctive in
8 such manner as will broaden as widely as possible the scope of any request for production; the
9 word “including” means “including without limitation.”

10 14. The use of the singular form of any word includes the plural and vice versa.

11 15. PLAINTIFF’s or COUNTERCLAIM DEFENDANT’s obligation to respond to
12 these Interrogatories is continuing and its responses are to be supplemented to include
13 subsequently acquired information in accordance with the requirements of Rule 26(e) of the
14 Federal Rules of Civil Procedure.

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1 **INTERROGATORIES**

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3 **INTERROGATORY NO. 34:**

4 IDENTIFY all facts (including any DOCUMENTS reflecting such facts and persons
5 having knowledge of them) concerning any advance notice, communications or other information
6 that APPLE had, including without limitation any discussions between Steve Jobs and Paul
7 Otellini, concerning INTEL's acquisition of INFINEON'S Wireless Business and the creation of
8 Intel Mobile Communications, Inc., including any expected effects or benefits of the transaction
9 with respect to APPLE, INTEL, or BASEBAND PROCESSORS supplied for incorporation in the
10 ACCUSED APPLE PRODUCTS, including without limitation, license coverage, patent
11 exhaustion, and benefits to third parties including APPLE.
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13 **INTERROGATORY NO. 35:**

14 IDENTIFY all ESSENTIAL IPRs, including patent applications and U.S. Patent Nos.
15 5,410,543 and 5,835,721, that APPLE disclosed to ETSI or 3GPP with respect to UMTS standards
16 or technical specifications, and for each such ESSENTIAL IPR, IDENTIFY the priority date of
17 the earliest related application for that IPR, the standard or technical specification to which the
18 proposal related, the date APPLE (or another company) submitted a proposal related to the
19 technology that is the subject matter of the IPR, the date that the proposal (whether or not
20 modified) was frozen into the standard or technical specification, and the date on which APPLE
21 first disclosed its IPR.
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23 **INTERROGATORY NO. 36:**

24 State APPLE'S contention (and the bases therefor) of what it means to "timely inform
25 ETSI of ESSENTIAL IPRs" under any ETSI IPR POLICY effective from March 1998 to the
26 present, including any maximum temporal delay period (e.g., one year) after which APPLE
27 contends the disclosure of an ESSENTIAL IPR is presumptively untimely, and IDENTIFY
28 whether APPLE'S disclosures of ESSENTIAL IPR RELATING to ETSI UMTS standards and

1 technical specifications were in all cases timely, and IDENTIFY any related facts or
2 DOCUMENTS.

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4 **INTERROGATORY NO. 37:**

5 State YOUR contention (including identification of all supporting facts and any related
6 DOCUMENTS) concerning the proper methodology, and the bases therefor, for determining
7 whether the terms and conditions for a proposed license to IPRs declared to be ESSENTIAL to an
8 ETSI standard or technical specification are fair, reasonable and non-discriminatory, including the
9 range of royalty rates, if any, that APPLE concedes are FRAND.

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11 **INTERROGATORY NO. 38:**

12 To the extent that YOU contend that the sale of an INTEL or QUALCOMM BASEBAND
13 PROCESSOR(S) exhausts Samsung's rights in one or more of the SAMSUNG PATENTS-IN-
14 SUIT, state in detail the basis for that contention including an identification of all facts concerning
15 any alleged first sale of the BASEBAND PROCESSOR(s) in the United States and the
16 circumstances surrounding such sale, including any delivery of the BASEBAND PROCESSOR(s)
17 to any entity in the United States. If, for example, the BASEBAND PROCESSOR(s) is not
18 delivered to any entity in the United States before being imported into the United States as part of
19 an ACCUSED PRODUCT, YOU should so state.

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21 **INTERROGATORY NO. 39:**

22 To the extent YOU contend that SAMSUNG'S named inventors or other personnel
23 promoted technologies for inclusion in UMTS that are covered by one or more of the asserted
24 SAMSUNG PATENTS-IN-SUIT, state in detail the complete basis for that contention including a
25 description of all DOCUMENTS and other evidence reflecting SAMSUNG'S alleged efforts to
26 promote the technologies of the patents-in-suit for inclusion in UMTS, the identification of any
27 proposals or other DOCUMENTS reflecting these alleged efforts to promote, and the detailed

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1 legal and technical basis for YOUR assertion that these proposals or other DOCUMENTS reflect
2 the subject matter of the asserted SAMSUNG PATENTS-IN-SUIT.

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4 **INTERROGATORY NO. 40:**

5 For each APPLE ACCUSED PRODUCT, IDENTIFY whether APPLE contends that
6 product complies with any ETSI or 3GPP Standard or Technical Specification, and if so,
7 IDENTIFY the standard or technical specification and when the product first complied with that
8 standard or technical specification, including all supporting facts and documentation. If YOU
9 contend that an APPLE ACCUSED PRODUCT does not comply with any ETSI or 3GPP
10 Standard or Technical Specification, YOU should so state.

11
12 **INTERROGATORY NO. 41:**

13 Separately for each of the APPLE ACCUSED PRODUCTS, describe all actions, if any,
14 taken by APPLE before offering those products for sale to obtain a license for any IPRs declared
15 to be ESSENTIAL to ETSI UMTS standards or technical proposals, including, without limitation,
16 patents and patent applications owned by SAMSUNG, Ericsson, Nokia, Motorola, and others.
17 To the extent APPLE did not attempt to a obtain a license to IPR declared to be ESSENTIAL to an
18 ETSI UMTS standard or technical specification before offering an APPLE ACCUSED
19 PRODUCT for sale, YOU should so state and provide an explanation, if one exists, for APPLE'S
20 failure to do so.

21
22 **INTERROGATORY NO. 42:**

23 To the extent APPLE contends it is presently licensed under one or more of the IPR
24 declared to be ESSENTIAL to any ETSI UMTS standard or technical specification, including any
25 of the asserted SAMSUNG PATENTS-IN-SUIT, state all terms and conditions of each such
26 license, and the bases therefor.

1 **INTERROGATORY NO. 43:**

2 Describe APPLE's involvement in ETSI, particularly with respect to UMTS
3 standardization, including an identification of when APPLE joined ETSI, any lapses in APPLE'S
4 membership in ETSI, the identities of any APPLE personnel or others who have been involved in
5 ETSI standardization on behalf of APPLE, and any proposals or other technical contributions
6 made by APPLE to ETSI standardization.

7
8 **INTERROGATORY NO. 44:**

9 For each INTEL BASEBAND PROCESSOR, IDENTIFY all steps taken by APPLE or on
10 its behalf to determine whether the BASEBAND PROCESSOR comprises one or more integrated
11 circuits that can interface with a SAMSUNG processor (e.g., the SAMSUNG processor in the
12 iPhone 3GS) through a SAMSUNG processor bus, as those terms are defined in the
13 SAMSUNG/INTEL AGREEMENT, including identification of any related facts or
14 DOCUMENTS related to APPLE'S opinion and/or analysis.

15
16 **INTERROGATORY NO. 45:**

17 State YOUR contention (including identification of all supporting facts and any related
18 DOCUMENTS) concerning the proper methodology for determining which patents or patent
19 applications are, or are likely to become, ESSENTIAL IPRs in relation to an ETSI STANDARD.

20
21 **INTERROGATORY NO. 46:**

22 IDENTIFY all patents for which APPLE has both (i) sought an injunction to prevent
23 alleged infringement (including identification of each such lawsuit in which APPLE has sought
24 such an injunction, the date such lawsuit was filed, the opposing party, and the patent or patents at
25 issue), and (ii) agreed to a license to any party (including identification of each such licensed
26 party, the date of such license, the terms of such license, and the patent or patents subject to such
27 license).

28

1 **INTERROGATORY NO. 47:**

2 IDENTIFY all patents for which APPLE has both (i) sought an injunction to prevent
3 alleged infringement (including identification of each such lawsuit in which APPLE has sought
4 such an injunction, the date such lawsuit was filed, the opposing party, and the patent or patents at
5 issue), and (ii) disclosed as ESSENTIAL or likely to become ESSENTIAL to ETSI or any other
6 standard-setting organization (including identification of each such disclosure, the date of such
7 disclosure, the standard-setting organization in question, and the patent or patents disclosed) and
8 whether APPLE committed to license those patents on fair, reasonable, and non-discriminatory
9 (“FRAND”) terms.

10
11 **INTERROGATORY NO. 48:**

12 IDENTIFY all patents that APPLE is aware of that both (i) have been disclosed by any
13 party as ESSENTIAL or likely to become ESSENTIAL to an ETSI STANDARD (including
14 identification of the patent number(s), the owner(s) of such patents, the date of such disclosure,
15 and the ETSI STANDARD for which such patents were disclosed); and (ii) have been the basis
16 for any request for an injunction by the owner or licensee of such patent(s) (including
17 identification of each such lawsuit in which such an injunction was sought, the date such lawsuit
18 was filed, the party seeking the injunction, and the patent or patents at issue).

19
20 **INTERROGATORY NO. 49:**

21 IDENTIFY all royalties that APPLE pays to any party for patents that have been disclosed
22 as ESSENTIAL or likely to become ESSENTIAL to the ETSI UMTS standard (including
23 identification of the party to whom APPLE pays such royalties, the products on which APPLE
24 pays such royalties, the amount of such royalties, and the royalty rate).

25
26 **INTERROGATORY NO. 50:**

27 To the extent that YOU contend that failure to timely inform ETSI of an ESSENTIAL IPR
28 as provided in Section 4.1 of the ETSI IPR Policy makes such ESSENTIAL IPR unenforceable

1 against implementers of the ETSI STANDARD, state in detail the basis for that contention
2 including identification of all provisions of the ETSI IPR Policy that YOU contend support that
3 contention.

4

5 **INTERROGATORY NO. 51:**

6 To the extent that YOU contend that giving a FRAND undertaking with respect to a patent,
7 as provided in Section 6.1 of the ETSI IPR Policy, forecloses the patent owner from seeking an
8 injunction with respect to that patent, state in detail the basis for that contention including
9 identification of all provisions of the ETSI IPR Policy or other ETSI DOCUMENTS that YOU
10 contend support that contention.

11

12 **INTERROGATORY NO. 52:**

13 For each BASEBAND PROCESSOR provided for use in or otherwise known by YOU to
14 be used in an APPLE ACCUSED PRODUCT including, without limitation, the
15 Qualcomm MDM6610, Qualcomm MDM6600, Infineon BGA736; Infineon PMB 8876; Infineon
16 PMB 8878; Infineon PMB 8879; Infineon PMB 9801; Infineon PMB 5703 SMARTi UE; Infineon
17 PMB 5701 SMARTi 3G; Infineon X-GOLD 608; Infineon X-GOLD 616; Infineon X-GOLD 618
18 and any other baseband or RF transceiver component sold to or purchased by APPLE or APPLE
19 MANUFACTURERS, IDENTIFY whether it operates in accordance with the WCDMA,
20 CDMA2000, CDMA EV-DO Rev. A, GSM, EDGE, UMTS, HSUPA, HSDPA, 3GPP Release 5,
21 3GPP Release 6, 3GPP Release 7, USB 2.0, or SPI standards and all documentation including
22 certifications of compliance, reflecting its operation and/or compliance with any of these
23 standards.

24

25 **INTERROGATORY NO. 53:**

26 For each BASEBAND PROCESSOR provided for use in or otherwise known by YOU to
27 be used in an APPLE ACCUSED PRODUCT including, without limitation, the
28 Qualcomm MDM6610, Qualcomm MDM6600, Infineon BGA736; Infineon PMB 8876; Infineon

1 PMB 8878; Infineon PMB 8879; Infineon PMB 9801; Infineon PMB 5703 SMARTi UE; Infineon
2 PMB 5701 SMARTi 3G; Infineon X-GOLD 608; Infineon X-GOLD 616; Infineon X-GOLD 618
3 and any other baseband or RF transceiver component sold to or purchased by APPLE or APPLE
4 MANUFACTURERS, IDENTIFY the designs, schematics, technical drawings, register
5 programming manuals, specifications and/or working drawings used for its manufacture, and for
6 each design, schematic, technical drawing, register programming manual, specification and/or
7 working drawing, and IDENTIFY its origin and ownership.

8
9 **INTERROGATORY NO. 54:**

10 For each BASEBAND PROCESSOR provided for use in or otherwise known by YOU to
11 be used in an APPLE ACCUSED PRODUCT including, without limitation, the
12 Qualcomm MDM6610, Qualcomm MDM6600, Infineon BGA736; Infineon PMB 8876; Infineon
13 PMB 8878; Infineon PMB 8879; Infineon PMB 9801; Infineon PMB 5703 SMARTi UE; Infineon
14 PMB 5701 SMARTi 3G; Infineon X-GOLD 608; Infineon X-GOLD 616; Infineon X-GOLD 618
15 and any other baseband or RF transceiver component sold to or purchased by APPLE or APPLE
16 MANUFACTURERS, IDENTIFY any involvement in the development and specification design
17 of the BASEBAND PROCESSOR by APPLE or APPLE MANUFACTURERS, including any
18 joint development or contribution.

19
20 **INTERROGATORY NO. 55:**

21 For each BASEBAND PROCESSOR provided for use in or otherwise known by YOU to
22 be used in an APPLE ACCUSED PRODUCT including, without limitation, the
23 Qualcomm MDM6610, Qualcomm MDM6600, Infineon BGA736; Infineon PMB 8876; Infineon
24 PMB 8878; Infineon PMB 8879; Infineon PMB 9801; Infineon PMB 5703 SMARTi UE; Infineon
25 PMB 5701 SMARTi 3G; Infineon X-GOLD 608; Infineon X-GOLD 616; Infineon X-GOLD 618
26 and any other baseband or RF transceiver component sold to or purchased by APPLE or APPLE
27 MANUFACTURERS, describe the chain of possession, custody, or commerce of the
28 BASEBAND PROCESSOR from manufacture to integration into an APPLE ACCUSED

1 PRODUCT by identifying each entity involved in the chain of possession, custody, or commerce
2 (including, but not limited to, IAI, IMC, INTEL, INFINEON and/or QUALCOMM); the entity's
3 role; the entity's relationship with the other identified entities; all related sales information,
4 contracts, licenses, agreements or informal understandings between the entity and the other
5 identified entities concerning the design, manufacture, testing, assembly, sale and chain of
6 distribution of BASEBAND PROCESSORS to APPLE or APPLE MANUFACTURERS; and any
7 changes in the design, manufacture, sale or distribution of BASEBAND PROCESSORS that
8 occurred after September 1, 2010.

9
10 **INTERROGATORY NO. 56:**

11 For each BASEBAND PROCESSOR provided for use in or otherwise known by YOU to
12 be used in an APPLE ACCUSED PRODUCT including, without limitation, the
13 Qualcomm MDM6610, Qualcomm MDM6600, Infineon BGA736; Infineon PMB 8876; Infineon
14 PMB 8878; Infineon PMB 8879; Infineon PMB 9801; Infineon PMB 5703 SMARTi UE; Infineon
15 PMB 5701 SMARTi 3G; Infineon X-GOLD 608; Infineon X-GOLD 616; Infineon X-GOLD 618
16 and any other baseband or RF transceiver component sold to or purchased by APPLE or APPLE
17 MANUFACTURERS, IDENTIFY whether any transfer of possession, transfer of custody,
18 delivery, integration into an ACCUSED PRODUCT, or sale of the BASEBAND PROCESSORS
19 takes place in the United States, including the entities involved and the terms of such transfer,
20 delivery, integration or sale in the United States.

21
22 **INTERROGATORY NO. 57:**

23 Describe every test procedure performed by or on behalf of APPLE for each BASEBAND
24 PROCESSOR provided for use in or otherwise known by YOU to be used in an APPLE
25 ACCUSED PRODUCT including, without limitation, the Qualcomm MDM6610,
26 Qualcomm MDM6600, Infineon BGA736; Infineon PMB 8876; Infineon PMB 8878; Infineon
27 PMB 8879; Infineon PMB 9801; Infineon PMB 5703 SMARTi UE; Infineon PMB 5701 SMARTi
28 3G; Infineon X-GOLD 608; Infineon X-GOLD 616; Infineon X-GOLD 618 and any other

1 baseband or RF transceiver component sold to or purchased by APPLE or APPLE
2 MANUFACTURERS, including an identification of the type of test(s), processors and/or chipsets
3 paired with the BASEBAND PROCESSOR, SOFTWARE used in the testing, the procedure
4 followed for the testing, and the geographic location of the testing.
5

6 **INTERROGATORY NO. 58:**

7 From January 1, 2007, to the present, for each model and version of each of the APPLE
8 ACCUSED PRODUCTS, including those identified in response to Interrogatory 19, IDENTIFY
9 on a carrier-by-carrier basis, APPLE's quarterly (calendar and fiscal) revenue derived from its
10 share of mobile carrier revenue in the U.S. resulting from sales or distribution of the APPLE
11 ACCUSED PRODUCTS, including the percentage of each carrier's total revenue that is paid to
12 APPLE.
13

14 **INTERROGATORY NO. 59:**

15 IDENTIFY and describe all communications that APPLE has had with or from
16 QUALCOMM, INFINEON, and/or INTEL and/or any of their subsidiaries (including IAI and/or
17 IMC) regarding THIS LAWSUIT, SAMSUNG's patents, and/or contracts and licensing
18 agreements to which SAMSUNG is a party, including any similar communication to the April 19,
19 2011 letter from QUALCOMM to APPLE regarding the "most recent version" of its "Summary of
20 Third Party IP Rights Benefiting Customers of Qualcomm's MSMs and Software" (Exhibit B to
21 Professor Fried's November 13, 2011 Expert Report) and any communication which prompted the
22 letter.
23

24 **INTERROGATORY NO. 60:**

25 IDENTIFY the licensing rates for any patent owned, whether directly or indirectly, by
26 APPLE that APPLE believes, has declared, or has otherwise been deemed or declared, to be
27 essential to the WCDMA standard.
28

1 **INTERROGATORY NO. 61:**

2 IDENTIFY by licensor, licensee, effective date, consideration, royalty rate, royalty base,
3 milestone payments (or other one-time or periodic payments) each agreement (e.g., license,
4 settlement, covenant not to sue) that YOU contend is comparable to any hypothetical license that
5 would be evaluated (for patents, under the *Georgia Pacific* factors) in determining a reasonable
6 royalty.

7
8 **INTERROGATORY NO. 62:**

9 On a patent-by-patent basis, IDENTIFY the date (or dates) that YOU contend would form
10 the date for the hypothetical negotiation contemplated by *Georgia Pacific* in determining a
11 reasonable royalty for each patent asserted by the parties.

12
13 **INTERROGATORY NO. 63:**

14 IDENTIFY all ETSI or 3GPP working groups related to UMTS or an INPUT
15 TECHNOLOGY in which APPLE has participated, the APPLE representatives that participated in
16 any ETSI meeting RELATING to UMTS or an INPUT TECHNOLOGY, the meetings in which
17 each APPLE representative participated, and any comments, DOCUMENTS, or proposals made
18 or submitted by the APPLE representative at that meeting.

19
20 **INTERROGATORY NO. 64:**

21 For each SAMSUNG PATENT-IN-SUIT, IDENTIFY when APPLE became aware that
22 the SAMSUNG PATENT-IN-SUIT was ESSENTIAL IPR, declared ESSENTIAL IPR, or that
23 SAMSUNG owed an alleged licensing commitment to ETSI regarding a SAMSUNG PATENT-
24 IN-SUIT.

25
26 **INTERROGATORY NO. 65:**

27 For each INPUT TECHNOLOGY MARKET, IDENTIFY each technology in that market,
28 SAMSUNG's share of that market, and any barriers to entry to the market.

1 **INTERROGATORY NO. 66:**

2 IDENTIFY any cost APPLE would incur by switching from: a) an INPUT
3 TECHNOLOGY to an alternative technology; and b) WCDMA to an alternative standard,
4 including CDMA2000.
5

6 **INTERROGATORY NO. 67:**

7 From January 1, 2007 to the present, for each model and version of each of the APPLE
8 ACCUSED PRODUCTS, including those identified in response to Interrogatory 19, IDENTIFY
9 by quarter (calendar and fiscal) the amount in gross margin or gross profit that APPLE has
10 obtained from the sale of accessories or other services that are designed to work with any APPLE
11 ACCUSED PRODUCT, including but not limited to sales from iTunes, sales from APPLE'S App
12 Store, and sales of products sold by a third-party for which APPLE receives revenue from the
13 third-party.
14

15 **INTERROGATORY NO. 68:**

16 Separately for each APPLE DESIGN PATENT and APPLE TRADE DRESS, state fully
17 and in detail all facts that support YOUR contention as to the non-functionality of any claimed
18 feature, element or combination of features or elements.
19

20 **INTERROGATORY NO. 69:**

21 Separately for each APPLE TRADE DRESS and APPLE TRADEMARK, state the date on
22 which YOU contend such trade dress and trademark became famous and acquired secondary
23 meaning and state fully and in detail all facts that support YOUR contention that such trade dress
24 and trademark became famous and acquired secondary meaning as of that date.
25

26 **INTERROGATORY NO. 70:**

27 Separately for each APPLE TRADE DRESS, state fully and in detail all facts that support
28 YOUR contention that SAMSUNG is diluting or has diluted such trade dress.

1 **INTERROGATORY NO. 71:**

2 Separately for each SAMSUNG product or product packaging that YOU contend infringes
3 any APPLE TRADE DRESS or APPLE TRADEMARK, state fully and in detail on a trade dress-
4 by-trade dress and trademark-by-trademark basis all facts that support YOUR contention that the
5 SAMSUNG product or product packaging is likely to cause confusion, cause mistake, or deceive
6 consumers as to the affiliation, connection, or association of SAMSUNG with APPLE, or as to
7 origin, sponsorship, or approval by APPLE of SAMSUNG'S goods, services or commercial
8 activities.

9
10 **INTERROGATORY NO. 72:**

11 Separately for each SAMSUNG product that YOU contend infringes any APPLE DESIGN
12 PATENT, state fully and in detail on a patent-by-patent basis all facts supporting YOUR
13 contention of infringement, describe fully and in detail on a patent-by-patent basis where each
14 claimed element or feature of the patent is found on the accused SAMSUNG product and provide
15 a chart identifying fully and in detail on a patent-by-patent basis specifically where each claimed
16 element or feature is found on the accused SAMSUNG product.

17
18 **INTERROGATORY NO. 73:**

19 Separately, fully, and in detail for each of the SAMSUNG PATENTS-IN-SUIT,
20 IDENTIFY and explain any design-around and/or alleged alternative technology or method that
21 can be used as an alternative to the patented technology, including but not limited to: (a) a
22 description of the alleged design-around; (b) a description of when and how the alleged design-
23 around was developed; (c) the identity of individuals involved in developing the alleged design-
24 around, including their titles and departments if they are or were APPLE employees; and (d) dates
25 when the alleged design-around was incorporated into the APPLE ACCUSED PRODUCTS.

1 **INTERROGATORY NO. 74:**

2 Separately for all SOFTWARE produced by APPLE including, but not limited to iOS
3 SOURCE CODE, IDENTIFY: (a) each version of SOFTWARE that corresponds to commercially
4 distributed versions of SOFTWARE; (b) which APPLE ACCUSED PRODUCT was
5 commercially distributed with which version of the SOFTWARE produced by APPLE; and (c) all
6 material differences between the commercially distributed versions of SOFTWARE that are
7 relevant to any aspect, element or function of any APPLE ACCUSED PRODUCT that is alleged
8 to infringe any of the SAMSUNG PATENTS-IN-SUIT.

9
10 **INTERROGATORY NO. 75:**

11 IDENTIFY all facts supporting APPLE's Twenty-Fifth Counterclaim (Breach of Contract
12 – FRAND and Other Standard-Related Misconduct).

13
14 **INTERROGATORY NO. 76:**

15 IDENTIFY all facts supporting APPLE's Twenty-Sixth Counterclaim (Promissory
16 Estoppel).

17
18 **INTERROGATORY NO. 77:**

19 IDENTIFY all facts supporting APPLE's Twenty-Seventh Counterclaim (Declaratory
20 Judgment that APPLE is Licensed to SAMSUNG's Declared-Essential Patents).

21
22 **INTERROGATORY NO. 78:**

23 IDENTIFY all facts supporting APPLE's Twenty-Eighth Counterclaim (Violation of
24 Section 2 of the Sherman Act, 15 U.S.C. § 2).

25
26 **INTERROGATORY NO. 79:**

27 IDENTIFY all facts supporting APPLE's Twenty-Eighth Counterclaim (Unfair
28 Competition Under Cal. Bus. & Prof. Code § 17200).

1 **INTERROGATORY NO. 80:**

2 IDENTIFY with particularity all alleged trade dresses that YOU claim are infringed by
3 SAMSUNG, including each and every element alleged to be a component thereof.

4
5

6 DATED: February 7, 2012

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

7
8

9 By /s/ Victoria F. Maroulis

10 Charles K. Verhoeven
11 Kevin P.B. Johnson
12 Victoria F. Maroulis
13 Michael T. Zeller
14 Attorneys for SAMSUNG ELECTRONICS CO.,
15 LTD., SAMSUNG ELECTRONICS AMERICA,
16 INC., and SAMSUNG
17 TELECOMMUNICATIONS AMERICA, LLC
18
19
20
21
22
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on February 7, 2012, I caused **SAMSUNG'S FOURTH SET OF**
3 **INTERROGATORIES TO APPLE INC.** to be electronically served on the following via email:

4 **ATTORNEYS FOR APPLE INC.**

5 HAROLD J. MCELHINNY

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22 Facsimile: (650) 858-6100

23

24 I declare under penalty of perjury that the foregoing is true and correct. Executed in Los
25 Angeles, California on February 7, 2012.

26

27

/s/ Kara M. Borden

28