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 AMERICA, INC. and SAMSUNG  
 TELECOMMUNICATIONS AMERICA,  
 LLC

14 UNITED STATES DISTRICT COURT  
 15 NORTHERN DISTRICT OF CALIFORNIA  
 16 SAN JOSE DIVISION

18 APPLE INC., a California corporation,

19 Plaintiff,

20 v.

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

24 Defendants.

Case No. 11-cv-01846-LHK

**JOINT STIPULATION AND  
 [PROPOSED] ORDER  
 REGARDING AUTHENTICITY  
 OF DOCUMENTS**

1 WHEREAS, Apple Inc. (“Apple”) commenced the above-captioned action (the  
2 “Litigation”) against Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and  
3 Samsung Telecommunications America, LLC (collectively “Samsung,” and together with Apple,  
4 “the Parties” and individually each a “Party”) on April 15, 2011;

5 WHEREAS, Samsung subsequently filed counterclaims against Apple;

6 WHEREAS, the Parties subsequently have produced thousands of pages of documents in  
7 connection with discovery in the Litigation;

8 WHEREAS, the Parties are also involved in proceedings before the United States  
9 International Trade Commission in a pair of cases entitled *In the Matter of Certain Electronic*  
10 *Devices, Including Wireless Communication Devices, Portable Music and Data Processing*  
11 *Devices, and Tablet Computers* (Inv. No. 337-TA-794), and *In the Matter of Certain Electronic*  
12 *Digital Media Devices and Components Thereof* (Inv. No. 337-TA-796) (collectively, the  
13 “Proceedings”);

14 WHEREAS, the Parties have produced numerous documents in connection with discovery  
15 in the Proceedings that may also be useful in this Litigation; and

16 WHEREAS, the Parties have determined that it is in their mutual interest to avoid the  
17 significant and unnecessary burden and expense associated with the document-by-document  
18 authentication of documents, and that stipulating to the authenticity of certain documents will  
19 promote the orderly and efficient progress of the Litigation.

20 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the Parties as  
21 follows:

22 1. Subject to the exceptions stated below, and absent affirmative evidence that a  
23 document or thing is not what it purports to be, Apple agrees that, for purposes of Rule 901 of the  
24 Federal Rules of Evidence, Apple will not contest the authenticity of any document or thing,  
25 including any true and correct copy thereof, produced by Apple in connection with the Litigation  
26 or Proceedings.

27 2. Subject to the exceptions stated below, and absent affirmative evidence that a  
28 document or thing is not what it purports to be, Samsung agrees that, for purposes of Rule 901 of

1 the Federal Rules of Evidence, Samsung will not contest the authenticity of any document or  
2 thing, including any true and correct copy thereof, produced by Samsung in connection with the  
3 Litigation or Proceedings.

4 3. The Parties' agreements in paragraphs 1 and 2 of this stipulation do not apply to  
5 handwritten notes, except to the extent such handwritten notes are contained in sketch books or  
6 lab notebooks. If a document or thing produced by a Party also bears handwritten notes, the  
7 Parties' agreements do not apply to the handwritten notes portion of the document, but do apply  
8 to the remainder of the document or thing. The Parties agree that, at a mutually agreed upon time  
9 prior to trial, each Party may identify to the other Party a reasonable amount of documents and  
10 things containing handwritten notes as to which that Party wishes a stipulation of authenticity.  
11 The other Party agrees to give good faith consideration to a reasonable request pertaining to  
12 handwritten notes.

13 4. The Parties agree that, at a mutually agreed upon time prior to trial, each Party  
14 may identify to the other Party a reasonable amount of third-party documents and things as to  
15 which that Party wishes a stipulation of authenticity. The other Party agrees to give good faith  
16 consideration to a reasonable request pertaining to third-party documents and things.

17 5. Except to the extent authenticity is established by and within the scope of the  
18 express terms of this stipulation, this stipulation does not affect either (1) Apple's ability to  
19 contest the authenticity of any document or thing produced by Samsung, or (2) Samsung's ability  
20 to contest the authenticity of any document or thing produced by Apple.

21 6. In the event that a dispute arises regarding the authenticity of a document, the  
22 Parties agree to meet and confer in good faith promptly about the authenticity of such  
23 document(s) and, if necessary, to expedite any related motions for resolution by the Court.

24 7. Nothing in this stipulation shall be construed as an agreement that any documents  
25 or things that are subject to this stipulation are admissible into evidence by any Party, except as  
26 expressly addressed herein. The Parties hereby expressly reserve the right to object to the  
27 admissibility of any document or thing under any grounds permitted by law and not expressly  
28 addressed herein.

1  
2 Dated: July 10, 2012

3 MORRISON & FOERSTER LLP

QUINN EMANUEL URQUHART &  
SULLIVAN, LLP

4  
5 By: /s/ Richard S.J. Hung

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14 APPLE INC.

By: /s/ Victoria F. Maroulis

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AMERICA, INC., AND SAMSUNG  
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LLC.

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**ATTESTATION**

I, Richard S.J. Hung, am the ECF User whose ID and password are being used to file this  
Joint Stipulation. In compliance with General Order 45, X.B., I hereby attest that Victoria F.  
Maroulis has concurred in this filing.

Dated: July 10, 2012 /s/ Richard S.J. Hung  
Richard S.J. Hung

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**[PROPOSED] ORDER**

**Pursuant to the above stipulation,**

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_, 2012

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Honorable Lucy H. Koh  
District Court Judge