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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.

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Dated: July 10, 2012

MORRISON & FOERSTER LLP

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SULLIVAN, LLP

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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: July 12 _____, 2012



Honorable Lucy H. Koh
District Court Judge