

**EXHIBIT C**  
**FILED UNDER SEAL**

**SUBJECT TO PROTECTIVE ORDER; CONTAINS HIGHLY CONFIDENTIAL –  
OUTSIDE ATTORNEY’S EYES ONLY INFORMATION**

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Attorneys for Plaintiff and Counterclaim-  
defendant APPLE INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

16 APPLE INC., a California corporation,

17 Plaintiff,

18 v.

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

22 Defendants.

Case No. 11-cv-01846-LHK

**APPLE INC.’S OBJECTIONS AND  
RESPONSES TO SAMSUNG  
ELECTRONICS CO. LTD.’S FIRST  
SET OF INTERROGATORIES TO  
APPLE INC.**

1 2011. Samsung was put on notice of Apple's distinctive iPad Trade Dress and the trade dress  
2 shown in U.S. Application Serial Nos. 77/921,838, 77/921,829, and 77/921,869 upon the  
3 announcement of the iPad, and it was put on notice of Apple's distinctive iPad 2 Trade Dress  
4 upon the announcement of the iPad 2. Samsung was put on notice of the marks shown in U.S.  
5 Registration Nos. 3,886,196; 3,889,642; 3,886,200; 3,889,685; and 3,886,169 upon the  
6 announcement of the original iPhone. Samsung was put on notice of the mark shown in U.S.  
7 Registration No. 3,886,197 for at least as early as June 19, 2009. Samsung was put on notice of  
8 the Purple iTunes Store Trademark at least as early as June 2008. Samsung was put on notice of  
9 the iTunes Eighth Note and CD Design Trademark at least as early as January 9, 2001.

10 **INTERROGATORY NO. 8:**

11 Separately for each claim or counterclaim APPLE has asserted or will assert, identify and  
12 fully describe any and all damages that APPLE is claiming in This Lawsuit and the detailed basis  
13 for any such damages claim, including whether APPLE is seeking lost profits or a reasonable  
14 royalty and the periods of time over which APPLE claims it has suffered damages. If APPLE is  
15 seeking lost profits, identify the amount of the alleged lost profits, the computation of the alleged  
16 lost profits including all revenues, income, costs, unit costs, and quantity associated with the  
17 manufacture, sales and offers for sale by APPLE or any other entity of any product APPLE  
18 contends is covered by the APPLE PATENTS-IN-SUIT, each purported lost sale or other item  
19 which forms any part of APPLE's alleged lost profits, and the time period over which APPLE  
20 claims it is entitled to lost profits. If APPLE is seeking a reasonable royalty, identify the amount  
21 of the reasonable royalty, including any royalty rate expressed in per unit or percentage of  
22 revenues terms and the basis for the per unit or percentage used, the computation of the alleged  
23 reasonable royalty, and the time period over which APPLE claims it is entitled to lost profits.

24 **OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 8:**

25 Apple objects to this Interrogatory as overbroad, unduly burdensome, and not reasonably  
26 calculated to lead to the discovery of admissible evidence. Apple objects to this Interrogatory as  
27 premature to the extent that it: (a) conflicts with the schedule entered by the Court, (b) conflicts  
28 with the obligations imposed by the Federal Rules of Civil Procedure, the Civil Local Rules

1 and/or the Patent Local Rules of this Court, and/or any other applicable rule; (c) seeks  
2 information that is the subject of expert testimony; (d) seeks information and/or responses that are  
3 dependent on the Court's construction of the asserted claims of the patents-in-suit; (e) seeks  
4 information and/or responses that are dependent on depositions and documents that have not been  
5 taken or produced; or (f) requires access to data and information in Samsung's sole possession.  
6 Apple objects to this Interrogatory to the extent it seeks information that: (i) requires the  
7 disclosure of information, documents, and things protected from disclosure by the attorney-client  
8 privilege, work product doctrine, common interest doctrine, joint defense privilege, or any other  
9 applicable privilege, doctrine, or immunity; or (ii) can be obtained as easily by Samsung, is  
10 already in Samsung's possession, or is publicly available.

11 Subject to and without waiving the foregoing General and Specific Objections, Apple  
12 responds as follows:

13 Apple claims a monetary award as a result of Samsung's infringement of Apple's patents.  
14 Pursuant to 35 U.S.C. § 289, Apple claims Samsung's total profits from all sales that infringe  
15 Apple's design patents, together with prejudgment interest. These shall include Samsung's total  
16 profits based on sales of each of the infringing products and any profits resulting from associated  
17 or reasonably foreseeable sales of other items in connection with or resulting from the sales of  
18 each of the infringing products. Pursuant to 35 U.S.C. § 284, Apple claims damages adequate to  
19 compensate for Samsung's infringement of Apple's design and utility patents, which shall in no  
20 event be less than a reasonable royalty for Samsung's infringement. Apple has lost profits on  
21 sales of its products as well as other revenues due to the presence of Samsung's infringement and  
22 the competition by Samsung using Apple's intellectual property. These lost profits shall include  
23 lost profits due to lost sales of iPhone and iPad products. Further, they include lost profits due to  
24 price erosion with respect to Apple products and profits lost because Apple did not receive  
25 foreseeable downstream sales of additional products and services. A reasonable royalty shall  
26 apply to any sales of infringing products that are not proved to have resulted in lost profits. Apple  
27 seeks prejudgment interest on any monetary award provided pursuant to section 284. Further,  
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1 Apples seeks enhanced damages of three times the amount assessed based on Samsung's  
2 misconduct and willful infringement of Apple's patents.

3 Pursuant to 15 U.S.C. § 1117, Apple claims a monetary award for Samsung's  
4 misappropriation of Apple's trademarks and trade dress, and the dilution of the foregoing. Apple  
5 further claims an award based on Samsung's common law trademark infringement. Samsung has  
6 wrongly obtained profits by virtue of its infringement and misappropriation and this amount shall  
7 be calculated initially on Samsung's revenues from sales of all products obtained through and as a  
8 foreseeable result of Samsung's infringement, dilution, and misappropriation. Apple separately  
9 claims an award for the damages that it sustained due to Samsung's infringement, dilution, and  
10 misappropriation. These include lost sales of Apple products as well as foreseeable downstream  
11 sales of products and services and the expense of remedial, corrective or other steps that Apple  
12 has had to take in light of Samsung's infringement. Further, Apple seeks a monetary award for  
13 purposes of future corrective advertising. Pursuant to section 1117, Apple seeks an award  
14 trebling the damages assessed.

15 Apple has and will have expended costs and reasonable attorneys fees, which it will seek  
16 to recover pursuant to 15 U.S.C. § 1117 and 35 U.S.C. § 285 because Samsung's infringement  
17 and misconduct presents an exceptional case.

18 Based on Samsung's unfair business practices in violation of California Business and  
19 Professions Code § 17200 and Samsung's unjust enrichment of itself due to misappropriation of  
20 Apple's intellectual property, Apple claims an award restoring to Apple all profits earned as a  
21 result of Samsung's unlawful actions. Apple further claims restitution based on other revenues or  
22 benefits wrongly obtained by Samsung due to its violations.

23 Apple also claims damages as a result of Samsung's anticompetitive conduct and unlawful  
24 business acts and practices, including its failure to offer Apple a license on fair, reasonable and  
25 non-discriminatory (FRAND) terms to Samsung's claimed standards-essential patents. These  
26 damages include the expenditure of resources and costs to resolve its licensing dispute with  
27 Samsung and defending against Samsung's patent infringement claims, notwithstanding Apple's  
28 license to those patents by virtue of Samsung's FRAND commitments. Apple also is threatened

1 by loss of profits, loss of customers and potential customers, loss of goodwill and product image,  
2 uncertainty in business planning and uncertainty among customers and potential customers. Such  
3 damages may be determined by methods including, but not limited to, litigation expenditures  
4 incurred in the defense of Samsung's patent infringement claims, lost profits, and lost sales. In  
5 addition, pursuant to Section 4 of the Clayton Act and/or Section 16750 of the California  
6 Business and Professions Code, Apple is entitled to treble the amount of its actual damages  
7 suffered as a result of Samsung's conduct and all reasonable attorneys' fees and costs. Moreover,  
8 Apple is seeking all reasonable attorneys' fees and costs as a result of Samsung's violations of the  
9 California Unfair Competition Law, and in connection with its defense against Samsung's  
10 infringement claims.

11 Apple reserves the right to supplement its damages theory as additional information  
12 becomes available. In addition, Apple will provide information responsive to this Interrogatory  
13 consistent with the Court's Scheduling Order for the disclosure of damages experts.

14 **INTERROGATORY NO. 9:**

15 Separately for each of the APPLE PATENTS-IN-SUIT, APPLE TRADE DRESS and  
16 APPLE TRADEMARKS, identify each claim which APPLE asserts is subject to a FRAND  
17 royalty obligation (if any), and describe in detail the basis for such assertion, including but not  
18 limited to the source of the obligation, the scope of the obligation including specific patents  
19 and/or subject area, the time period of the obligation, the terms of the license to be offered under  
20 the obligation, and the royalty rate(s) APPLE asserts Samsung is obligated to offer.

21 **OBJECTIONS AND RESPONSE TO INTERROGATORY NO. 9:**

22 Apple objects to this Interrogatory to the extent it seeks information that: (i) requires the  
23 disclosure of information, documents, and things protected from disclosure by the attorney-client  
24 privilege, work product doctrine, common interest doctrine, joint defense privilege, or any other  
25 applicable privilege, doctrine, or immunity; (ii) would require Apple to draw a legal conclusion to  
26 respond; or (iii) can be obtained as easily by Samsung, is already in Samsung's possession, or is  
27 publicly available. Apple further objects to this Interrogatory as unintelligible to the extent that it  
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1 its iPhone and iPad products appear in nationally circulated newspapers and magazines, on  
2 national primetime television broadcasts, and on transit stops, billboards, and street media in  
3 major cities across the United States.

4 Apple also owns its Trade Dress Registrations, the Registration Icon Trademarks, and the  
5 iTunes Eighth Note and CD Design registration.

6 The Original iPhone Trade Dress, the trade dress shown in the Trade Dress Registrations,  
7 and the trademarks shown in U.S. Registration Nos. 3,886,196, 3,889,642, 3,886,200, 3,889,685,  
8 and 3,886,169 have been in use in commerce since June 29, 2007; the iPhone 3G Trade Dress has  
9 been in use since July 11, 2008; the iPhone 4 Trade Dress has been in use since June 24, 2010;  
10 and the iPhone Trade Dress has been in use since June 29, 2007. The iPad Trade Dress and the  
11 trade dress shown in U.S. Application Serial Nos. 77/921,838, 77/921,829, and 77/921,869 have  
12 been in use since April 3, 2010, and the iPad 2 Trade Dress has been in use since March 11, 2011.  
13 The trade dress shown in the Trade Dress Registrations has been in use since June 29, 2007. The  
14 trade dress shown in U.S. Application Serial No. 85/299,118 has been in use since June 24, 2010.  
15 The trademark shown in U.S. Registration No. 3,886,197 has been in use since June 19, 2009.  
16 The Purple iTunes Store Trademark has been in use since June 2008. The iTunes Eighth Note  
17 and CD Design Trademark has been in use since January 9, 2001.

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19 Dated: September 12, 2011

MORRISON & FOERSTER LLP

20  
21 By: /s/ Richard S.J. Hung  
RICHARD S.J. HUNG

22 Attorneys for Plaintiff  
23 APPLE INC.  
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