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12 Attorneys for Plaintiff and
 13 Counterclaim-Defendant APPLE INC.

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
 22 Korean corporation; SAMSUNG
 23 ELECTRONICS AMERICA, INC., a New
 24 York corporation; and SAMSUNG
 25 TELECOMMUNICATIONS AMERICA,
 26 LLC, a Delaware limited liability company,
 27 Defendants.

Case No. 11-cv-01846-LHK (PSG)

**DECLARATION OF JIM BEAN IN
 SUPPORT OF APPLE’S MOTION TO SEAL
 PREVIOUSLY FILED MOTIONS AND
 EXHIBITS THERETO**

1 I, Jim Bean, hereby declare as follows:

2 1. I am an employee of Apple Inc. (“Apple”). My title is Vice President of Financial
3 Planning & Analysis. As part of my role, I am very familiar with financial information and
4 systems at Apple, and the efforts Apple takes to ensure that sensitive financial information is kept
5 confidential. I have personal knowledge of the matters set forth below. If called as a witness I
6 could and would competently testify as follows.

7 2. Apple seeks to seal financial documents or portions of financial documents that
8 contain: (1) capacity data, (ii) product line details beyond general categories such as “iPhone,”
9 “iPad,” “iPod touch,” or “iTunes,” (iii) information regarding costs and profit margins, and (iv)
10 information regarding the terms of patent license agreements that Apple has entered into, as well
11 as information regarding royalties paid under those agreements. Exposure to the public of these
12 categories of documents would cause that information to become public where it is currently
13 confidential and, in doing so, cause Apple severe harm.

14 3. This confidential financial data is not included in Apple’s SEC filings. Apple goes
15 to extensive lengths to protect the confidentiality of its financial data—indeed, this information is
16 among the most painstakingly protected information at the company, on par with source code.
17 The material is stamped confidential, and only certain individuals at Apple are authorized to view
18 Apple’s nonpublic financial information on a need to know basis. Apple restricts system access
19 to its nonpublic financial information to a small list of individuals who have been approved by
20 myself or one of the other Vice-Presidents of Finance. The list is reviewed at least every quarter
21 and revised as appropriate to ensure that Apple employees who no longer require access do not
22 receive the information. Apple further protects against the disclosure of nonpublic financial
23 information to third parties, such as vendors. On the rare occasions Apple is required to share
24 nonpublic financial data with third parties, Apple will only allow them to view this information
25 under very restrictive nondisclosure agreements or protective orders.

26 4. Much of the financial information that Apple seeks to seal here is treated with an
27 even higher level of confidentiality. Apple views even general profit margin information across
28 different products and over a lengthy period of time to be confidential and competitively

1 sensitive, but specific cost and profit margin information for particular products is even more so
2 because it has the most value to companies seeking to compete with Apple. Apple's cost and
3 margin information and its profit and loss data for particular products is only shared with the
4 company's CFO, CEO, Apple's Board and the Company's executive team. It is never shared
5 externally. Apple even precludes its OEM suppliers from having visibility into its cost structure.
6 Although many companies in the industry have their OEM suppliers buy directly from component
7 manufacturers, Apple buys from these manufacturers itself and provides the component parts to
8 the OEMs so that they are not aware of the cost of Apple's products.

9 5. Information regarding costs of goods sold, product line details, profit and capacity
10 is immensely valuable precisely because of its confidential nature. Companies engaging in free-
11 market competition normally do not share this type of sensitive financial information with each
12 other and thus must compete without perfect insight into their competitors' financial status,
13 business models, or business plans. Maintaining the confidentiality of its financial data thus
14 allows Apple to remain competitive in an opaque and fast-moving marketplace. Making Apple's
15 confidential information available to the public, and thus to Apple's competitors, would allow
16 those competitors to obtain economic value from its disclosure at Apple's expense.

17 6. Capacity data is valuable because it can reveal when Apple is stretched thinly and
18 when it has excess capacity. Armed with this information, Apple's competitors could alter their
19 production timing accordingly. For example, Apple's competitors could increase production of
20 competing products at times when Apple typically has constrained capacity and thus would be
21 most vulnerable to an output squeeze, and could lower their prices of competing products at times
22 when Apple has excess capacity and thus would be most vulnerable to a price cut. In addition, if
23 contract manufacturers gain access to Apple's capacity data, it would harm Apple immensely.
24 Success in Apple's industry is in large part dependent upon identification and selection of key
25 contract manufacturers. If these entities are able to view Apple's historical and recent capacity
26 data, and thereby gain insight into the patterns in the fluctuations of Apple's supply chain, they
27 would be able to predict when Apple may be most driven to increase supply and could negotiate
28 exorbitant rates using their unfairly gained knowledge.

1 7. Product line information, i.e. financial details with information as to specific
2 versions of a given product (iPhone 3GS vs. iPhone 4S, or different sizes of iPad), is also
3 critically sensitive and valuable. Competitors who are permitted to view product line capacity
4 information will see what specific lines of products Apple is increasing its supply of and what it is
5 decreasing its supply of, giving a significant insight into Apple's current and future business
6 plans. Product line sales and revenue information would similarly reveal to competitors whether
7 and to what extent Apple has had success with particular products over precise periods of time,
8 and thus allow those competitors insight into how much they should invest in that specific area.
9 Competitors will know exactly what products they need to release in order to counter Apple, and
10 in what categories—for example, the specific size of phone or tablet that Apple is focusing the
11 majority of its attention on.

12 8. Apple's cost and profit information would also provide an economic boon to
13 Apple's competitors if disclosed, giving them a substantial and unfair advantage over Apple.
14 Apple does not follow any formula for setting its margins, nor does it follow an industry
15 standard—the specific margins set for particular products are unique to Apple and they are not
16 publicly disclosed. As a result, competitors could only learn this information from disclosure of
17 Apple's confidential internal documents. Disclosure of this information would allow competitors
18 to tailor their product offerings and pricing to undercut Apple. Competitors would be able to
19 determine exactly what price level would make a given product unprofitable to Apple, and target
20 their product offerings at exactly that price. Access to Apple's cost information would also harm
21 Apple with respect to component suppliers. Apple's suppliers could use this information to alter
22 their pricing on components Apple uses in its products, looking at the cost of goods for Apple's
23 related products and Apple's product margins on specific products. Margins alone would allow
24 competitors to approximate Apple's cost, as they could simply research Apple's prices or publicly
25 available total revenue information, and calculate Apple's cost using that information in
26 combination with the highly confidential margin information.

27 9. Apple also seeks to seal the terms of various license agreements. In all cases,
28 these license agreements are subject to strict confidentiality provisions, oftentimes the very

1 existence of the agreement itself must be kept confidential. Apple has not disclosed the terms of
2 the agreements it is seeking to seal here. Even within Apple, very few employees have access to
3 these agreements. They are stamped confidential, and they are maintained in a highly secure
4 manner to prevent any inadvertent disclosure. If terms of licenses to patents not subject to any
5 FRAND obligation were disclosed—in particular amounts paid, royalty rates and duration—
6 potential licensees and licensors could use this information to gain an unfair negotiating
7 advantage over Apple and the companies involved in the license agreements. Disclosure of the
8 terms of these Apple license agreements would reveal what Apple did in the past, and could
9 permanently damage Apple’s negotiations in the future as third parties would expect similar
10 terms, basing their expectations on heavily negotiated agreements that were meant to be
11 confidential.

12 10. Apple also seeks to seal internal Apple royalty charts. These royalty charts should
13 be sealed for the same reasons as Apple’s license agreements with third parties. The royalty
14 charts track royalty payments paid on a quarterly basis. Besides being information that is meant
15 to be kept confidential under the confidentiality provisions of Apple’s agreements, this
16 information could be used by potential licensees and licensors to gain an unfair negotiating
17 advantage over Apple and the companies involved in the license agreements. Revealing what
18 Apple has done in the past would inhibit Apple’s ability to negotiate in the future as third parties
19 would expect similar terms.

20 11. None of the material above has been disclosed publicly by Apple, nor has this type
21 of information been publicly disclosed by any competitor of whom I am aware. As a result, if
22 Apple’s information were disclosed, Apple’s competitors would have a valuable insight that
23 Apple would not have. This is not a matter of Apple wanting to keep secret information that most
24 of the world shares—this type of information is generally understood in the industry to be
25 critically important to keep under lock and key and is not publicly disclosed by its competitors
26 either.

27 12. I have reviewed Exhibits 1 to 21 to the Declaration of Jason Bartlett in Support of
28 Apple’s Motions to Seal (“Bartlett Declaration”), filed herewith, and Exhibits 1-6, 13, 20 and 21

1 to the Reply Declaration of Christopher Price in Support of Samsung’s Motion to Strike, or
 2 versions thereof redacted of Samsung’s confidential information. Below is a chart detailing the
 3 specific reasons particular items should be sealed in each documents. Proposed redactions are
 4 submitted with the Bartlett Declaration where appropriate.

Document To Be Sealed	Originally Filed As	Sensitive Information to be Redacted, Consistent with Proposed Redactions Attached to Bartlett Declaration	Notes
<p>8 Ex. 1 to Bartlett Declaration: Musika Expert Report, full report and exhibits</p>	<p>9 Exhibit A to Musika Declaration in Support of Apple’s Opposition to Samsung’s Daubert Motion</p>	<p>10 ¶ 116: operating profit for iTunes and mobile advertising</p> <p>11 ¶ 124: profit numbers</p> <p>12 ¶¶ 127 & 133: capacity information</p> <p>13 ¶ 136: profits on accessory sales</p> <p>14 ¶¶ 170, 172: terms of IBM and Nokia cross-licenses</p> <p>15 ¶ 187: profit on iPhone and iPad as compared to general profit</p> <p>16 ¶ 230: iPhone and iPad gross margins</p> <p>17 Exh. 3, pages 14: identification of licenses</p> <p>18 Exh. 16: incremental profit margin</p> <p>19 Exh. 17.2: capacity data</p> <p>20 Exh. 20: profit per unit, incremental profit margin, and capacity</p> <p>21 Exh. 22: gross margins and operating profit for iTunes and mobile advertising</p> <p>22 Exhs. 26 and 27: capacity data</p> <p>23 Exh. 32-35: profit and loss statement including costs, gross profit, gross margin, operating expenses, operating profit</p> <p>24 Exh. 39, 39.1, 39.2, 39.3: cost value</p>	<p>25 This exhibit consists of the full report, with exhibits, of Apple’s damages expert Terry Musika.</p> <p>26 Paragraph 116 sets out operating profit numbers from 2010 through first quarter 2012 for iTunes and Mobile Advertising, and Exhibit 22 provides more detailed data to support the same. Apple is still in this business, and numbers from 2010 are very recent. This margin information could be used by Apple’s competitors against it as described above.</p> <p>27 Paragraph 124 provides the average profit across all relevant time periods and products considered in Mr. Musika’s report, and data that could be used to calculate that profit. This is recent data on products that are currently being sold, and could be used by Apple’s competitors against it as described above.</p> <p>28 Paragraph 127 sets out the amount of capacity Apple seeks to maintain and its overall quarterly excess capacity from 2010 through 2011. These are recent numbers, a continuing policy, and they pertain to products Apple is still selling. Our</p>

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		<p>per unit</p> <p>Exh. 41.3: margin information</p> <p>Exh. 46, 47: income and costs organized by patent</p>	<p>2010 information includes the iPhone 3GS and iPhone 4 models, which we still currently sell. While 2010 information concerns the first iPad only, that product is not as mature, and this data is representative of our current information. This capacity data could be used against Apple by competitors and suppliers as described above, as they reveal Apple's ability to withstand supply/demand shifts, and the amount quarterly excess over recent years. Because Apple is not seeking to seal unit information on a general product level, competitors could therefore use this information to determine when Apple was likely stretched, as they could simply examine when Apple sold a number of units near the upper end of its quarterly excess.</p> <p>Paragraph 133 sets out specific times of shortages in Apple's capacity, including recent quarters. It therefore provides exactly the information described in more detail in this declaration, and would allow competitors to predict Apple's fluctuations in capacity.</p> <p>Paragraph 136 provides Apple's profits for accessories by product. As seen in the exhibits to which this paragraph refers (exhibits 34 and 35), these numbers are fairly recent, and they are on products still sold today. Moreover, although there is some fluctuation, the numbers do not drop change substantially as a function of time, and accordingly, even accessories sales from 2010 are representative of our</p>
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			<p>current information.</p> <p>Paragraphs 170 and 172 set out specific payment terms and durations of licenses. The payment terms discussed in paragraph 170 are for an expired license, but as set out in paragraph 170, the parties reentered into a new license. The license described in paragraph 172 is active.</p> <p>Paragraph 187 sets out a comparison between Apple's profit on specific products and its companywide profit, which would allow competitors to roughly determine the range of Apple's profit for those products.</p> <p>Paragraph 230 reveals Apple's gross profit and operating profit on iPhone and iPad, and a comparison with Samsung's profits. As with the accessories profit discussed above, this data is from recent years and includes currently sold products. The comparison would allow competitors, in particular Samsung, to roughly determine the range of Apple's profit for these products.</p> <p>Exhibit 3, page 14, identifies several of Apple's licenses where the very existence of such an agreement is non-public information.</p> <p>Exhibit 16 identifies an approximation of profit margin based on the subsequent slides. As described above, these are recent numbers, covering from 2010 through 2012, including products that are still sold.</p> <p>Exhibits 17.2, 26, and 27</p>
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			<p>identify specific capacity numbers. This disclosure of historical and recent capacity numbers poses precisely the risk discussed in this declaration—it would allow competitors and suppliers to see Apple’s fluctuations of supply and predict when Apple may be stretched thinly or have oversupply in the future.</p> <p>Exhibit 20 identifies profit, incremental profit margin, and capacity for individual units, organized by patents. This is highly specific and recent information that competitors could use to Apple’s disadvantage as described above.</p> <p>Exhibits 26 and 27 show capacity data and product line details from 2010 through 2012. As above, this exemplifies the risk described in this declaration—it would allow competitors to see how Apple is changing its sales, what products it is pushing more strongly now as compared to last year or the year before, and also displays Apple’s fluctuations in supply.</p> <p>This information relates to our current iPhone and iPad models. Our 2010 information includes the 3GS and iPhone 4 models of the iPhones, which we still currently sell. While 2010 information concerns the first iPad only, that product is not as mature, and this data is representative of our current information.</p> <p>Exhibits 32 through 35 are detailed profit and loss statements including costs, gross profit, gross margin,</p>
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			<p>operating expenses, and operating profit from 2010 through the present. These are very recent numbers, and the exhibit itself shows a relative lack of fluctuation that demonstrates a third party could use these numbers to estimate the most current numbers very easily.</p> <p>Exhibits 39, 39.1, 39.2, and 39.3 contain cost value per unit. This information could be used to estimate total cost, or even cost of components, and thereby be used against Apple as described above.</p> <p>Exhibit 41.3 provides margin information, and as described in the notes on the exhibit, this is determined from the 2010 through 2012 margin information discussed above. This information is very recent, and could be used against Apple as described above.</p> <p>Exhibits 46 and 47 provide income and cost by patent. Like exhibits 39, 39.1, 39.2, and 39.3, this information could be used to estimate total income or cost, or cost of components, and be used against Apple accordingly.</p>
<p>Exhibit 2 to Bartlett Declaration: Musika Expert Report, full report without exhibits</p>	<p>Exhibit 3 to Declaration of Joby Martin in Support of Samsung's Daubert Motion</p>	<p>¶ 116: operating profit for iTunes and mobile advertising</p> <p>¶ 124: profit numbers</p> <p>¶¶ 127 & 133: capacity information</p> <p>¶ 136: profits on accessory sales</p> <p>¶¶ 170, 172: terms of IBM and Nokia cross-licenses</p> <p>¶ 187: profit on iPhone and iPad as compared to general profit</p> <p>¶ 230: iPhone and iPad gross</p>	<p>This exhibit is identical to the previous exhibits, but for the exclusion of exhibits. The same material is therefore highly sensitive, for the same reasons set out above.</p>

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2	Exhibit 3 to Bartlett Declaration: Musika Expert Report, excerpts without exhibits	Exhibit Q to Mazza Declaration in Support of Apple's Opposition to Samsung's Daubert Motion	¶ 124: dollar amounts of lost profit damages ¶¶ 127 & 133: capacity info ¶ 136: profits on accessory sales	This exhibit consists of excerpts from the previous exhibits. The same material is therefore highly sensitive, for the same reasons set out above.
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6	Exhibit 4 to Bartlett Declaration: Musika Expert Report, exhibit 32	Exhibit 6 to Martin Declaration in Support of Samsung's Daubert Motion	Profit and loss statement including costs, gross profit, gross margin, operating expenses, operating profit	This exhibit consists of a single exhibit from one of the entries above, and is highly sensitive for the reasons set out above.
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9	Exhibit 5 to Bartlett Declaration: Musika Supplemental Expert Report, full report with exhibits	Exhibit B to Musika Declaration in Support of Apple's Opposition to Samsung's Daubert Motion	Exh. 16: incremental profit margin Exh. 17.2-S: capacity data Exh. 20-S: profit per unit, incremental profit margin, and capacity Exh. 22: gross margins and operating profit for iTunes and mobile advertising Exhs. 26 and 27: capacity data Exh. 32-S, 33-S, 34, 35: profit and loss statements including costs, gross profit, gross margin, operating expenses, operating profit Exh. 39-S, 39.1-S, 39.2-S, 39.3-S: cost value per unit Exh. 41.3-S: margin information Exh. 46-S, 47-S: income and costs organized by patent	These exhibits are updated or supplemented versions of the same exhibits discussed above. Exhibits 16, 22, 26, 27, 34, and 35 are identical to the Exhibits 16, 22, 26, 27, 34, and 35 discussed above, and are highly sensitive for the same reasons. Exhibits 17.2-S, 20-S, 32-S, 33-S, 39-S, 39.1-S, 39.2-S, 39.3-S, 41.3-S, 46-S, and 47-S are identical to 17.2, 20, 32, 33, 39, 39.1, 39.2, and 39.3, 41.3, 46, and 47 discussed above, but with additional/supplemental data. These exhibits are therefore highly sensitive for the same reasons as the original exhibits, discussed above.
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22	Exhibit 6 to Bartlett Declaration: Musika Supp. Expert Report, selected exhibits	Exhibit 1 to Martin Declaration in Support of Samsung's Daubert Motion	Exh. 41.3-S: iPhone and iPad margin	This exhibit is a repeat filing of 41.3-S, discussed above.
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25	Exhibit 7 to Bartlett Declaration: Musika Supp. Expert Report, Exh. 32-S	Exhibit C to Musika Declaration in Support of Apple's Opposition to Samsung's Motion for	iPhone profit and loss statement including costs, gross profit, gross margin, operating expenses, operating profit	This exhibit is a repeat filing of 32-S, discussed above.
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1		Summary Judgment		
2	Exhibit 8 to Bartlett Declaration: Musika Supp. Expert Report, Exh. 33-S	Exhibit E to Musika Declaration in Support of Apple's Opposition to Samsung's Motion for Summary Judgment	iPad profit and loss statement including costs, gross profit, gross margin, operating expenses, operating profit	This exhibit is a repeat filing of 33-S, discussed above.
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6	Exhibit 9 to Bartlett Declaration: Musika Supp. Expert Report, Exh. 20-S	Exhibit K to Musika Declaration in Support of Apple's Opposition to Samsung's Daubert Motion	Profit per unit, incremental profit margin, and capacity	This exhibit is a repeat filing of 20-S, discussed above.
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10	Exhibit 10 to Bartlett Declaration: Musika Supp. Expert Report, exhibits	Exhibit Y to Musika Declaration in Support of Apple's Opposition to Samsung's Daubert Motion	Exh. 39-S, 39.1-S, 39.2-S, 39.3-S: cost estimates by patent Exh. 41.3-S: margin of iPhone and iPad	This exhibit consists of repeat filings of exhibits discussed above.
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13	Exhibit 11 to Bartlett Declaration: Musika Supp. Expert Report, exhibits	Exhibit 10 to Martin Declaration in Support of Samsung's Daubert Motion	Exh. 17.2-S: capacity data	This exhibit is a repeat filing of 17.2-S, discussed above.
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16	Exhibit 12 to Bartlett Declaration: Musika Supp. Expert Report, exhibits	Exhibit Z to Musika Declaration in Support of Apple's Opposition to Samsung's Daubert Motion	Exh. 46-S: income and costs organized by patent	This exhibit is a repeat filing of 46-S, discussed above.
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20	Exhibit 13 to Bartlett Declaration: Musika Supp. Expert Report (Exh. 32-S)	Exhibit 7 to Martin Declaration in Support of Samsung's Daubert Motion	iPhone profit & loss statement including cost information, gross profit, gross margin, operating expenses, operating profit	This exhibit is a repeat filing of 32-S, discussed above.
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23	Exhibit 14 to Bartlett Declaration: Samsung's Reply ISO MTS Expert Testimony Based on Undisclosed Facts and Theories and Wagner Decl. thereto	Samsung Reply in Support of Motion to Strike and Wagner Declaration in Support Thereof	Pages 2-3, 5 of Reply: Details of licenses, payments made pursuant to licenses ¶¶ 16-34: Details of licenses	As explained above, this document contains highly confidential Apple and third party information relating to non-public confidential license agreements.
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28	Exhibit 15 to	Exhibit B to	¶ 175, 178-80, 188, 193: Discussion	Paragraphs 175, 178-80, 188,

1 2 3 4 5 6 7 8 9	Bartlett Declaration: Wagner Expert Report	Wagner Declaration in Support of Samsung's Reply in Support of Motion to Strike	of supply constraints, in particular in 2010 ¶¶ 397–398, 404, 524 (Fig. 68): specific details of an acquisition	and 193 discuss at length documents and deposition testimony relating to specific supply and capacity issues in 2010 and 2011. As discussed above, this information would provide competitors and suppliers with detailed information that they can use to predict fluctuations in Apple's supply. Paragraphs 397-398, 404, and 524 discuss specific details of an acquisition and agreement, confidential for the same reasons discussed above with respect to licenses and agreements.
10 11 12 13 14 15 16 17 18 19 20 21 22 23	Exhibit 16 to Bartlett Declaration: Exh. AA to Musika Declaration ISO Apple's Opposition to Samsung Daubert	Exhibit AA to Musika Declaration in Support of Apple's Opposition to Samsung's Daubert Motion	Operating margin	This exhibit sets out apportioned operating margin, and a footnote explains that it is determined by Exhibit 41.3-S. This in turn is an update to Exhibit 41.3, as discussed above, which provides margin information and describes in the that it is determined from the 2010 through 2012 margin information discussed above. This information is very recent, and could be used against Apple as described above. This information relates to our current iPhone and iPad models. Our 2010 information includes the 3GS and iPhone 4 models of the iPhones, which we still currently sell. While 2010 information concerns the first iPad only, that product is not as mature, and this data is representative of our current information.
24 25 26 27 28	Exhibit 17 to Bartlett Declaration: Tekler Dep Testimony	Exhibit P1 to Hecht Declaration in Support of Samsung's Opposition to Apple's Motion for Partial Summary Judgment	This short excerpt contains testimony regarding confidential business information related to specific license negotiations between Apple and various third parties.	As explained above, this document contains highly confidential Apple and third party information relating to licensing negotiations.

1	Exhibit 18 to Bartlett Declaration: Donaldson Expert Report	Exhibit 32 to Martin Declaration in Support of Samsung's Daubert Motion	Pages 23-29 contain payment, royalty, and duration information regarding specific licenses between Apple and various third parties. Footnote 18 contains highly sensitive and confidential Apple and third party information about the cost of certain components in Apple's products.	As explained above, this document contains highly confidential Apple and third party information relating to non-public confidential license agreements. As explained in this declaration, this document contains highly confidential cost information.
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7	Exhibit 19 to Bartlett Declaration: Apple Responses to 4th Set of Interrogatories	Exhibit 67 to Arnold Declaration in Support of Samsung's Motion for Summary Judgment	Pages 28, 29, 31, 39 contains information regarding various license agreements between Apple and third parties where the very existence of such an agreement is non-public information.	As explained above, this document contains highly confidential Apple and third party information relating to non-public confidential license agreements.
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11	Exhibit 20 to Bartlett Declaration: Ordover Expert Report	Exhibit A to Ordover Declaration in Support of Apple's Opposition to Samsung's Motion for Summary Judgment	Footnote 161 contains analysis reflecting the scope of certain confidential license agreements with third parties.	As explained in the attached declaration, this document contains highly confidential Apple and third party information relating to non-public confidential license agreements. [FRAND team to confirm in the morning]
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15	Exhibit 21 to Bartlett Declaration: Wagner Decl Exh. C	Exhibit C to Wagner Declaration (summary of Apple's Licenses and Agreements)	This entire document contains information regarding various license agreements between Apple and third parties where the very existence of such an agreement is non-public information.	As explained in the attached declaration, this document contains highly confidential Apple and third party information relating to non-public confidential license agreements.
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19	Sealed in their Entirety: iPhone and iPad Supply and Sales spreadsheets	Exhibits 20 and 21 to Price Declaration in Support of Samsung's Reply in Support of Motion to Strike	Capacity data from Q2'10-2011	These documents consist entirely of capacity and product line information from 2010 through 2011. This disclosure of historical and recent capacity numbers poses precisely the risk discussed in this declaration—it would allow competitors and suppliers to see Apple's fluctuations of supply and predict when Apple may be stretched thinly or have oversupply in the future. This information would be even more damaging to Apple because it is divided by specific product line.
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1				This information relates to our current iPhone and iPad models. Our 2010 information includes the 3GS and iPhone 4 models of the iPhones, which we still currently sell.
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5	Sealed in their Entirety: License Agreements and Licensing-Related Documents	Price Exhibit 1	The entire document should be withheld. It contains a notice of election pursuant to a license agreement between Apple and a third party. The notice of election contains confidential royalty and term information.	As explained in the attached declaration, this document contains highly confidential Apple and third party information. It relates to a license agreement which contains a confidentiality provision and that is a non-public document.
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10	Sealed in their Entirety: License Agreements and Licensing-Related Documents	Price Exhibit 2	The entire document should be withheld. It is a license agreement between Apple and a third party. Clause 7.0 requires the parties keep this license agreement strictly confidential and not disclose it. The license agreement contains highly confidential information, including information about pricing and the license term.	As explained in the attached declaration, this document contains highly confidential Apple and third party information. This is a non-public license agreement which contains a confidentiality provision.
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15	Sealed in their Entirety: License Agreements and Licensing-Related Documents	Price Exhibit 3	The entire document should be withheld. It is a license agreement between Apple and a third party. Clause 7.0 requires the parties keep this license agreement strictly confidential and not disclose it. The license agreement contains highly confidential information, including information about pricing and the license term.	As explained in the attached declaration, this document contains highly confidential Apple and third party information. This is a non-public license agreement which contains a confidentiality provision.
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20	Sealed in their Entirety: License Agreements and Licensing-Related Documents	Price Exhibit 4	The entire document should be withheld. It is a license agreement between Apple and a third party. Clause 5.0 governs confidentiality under the agreement. The license agreement contains highly confidential information, including information about the royalty rate, pricing and the license term.	As explained in the attached declaration, this document contains highly confidential Apple and third party information. This is a non-public license agreement which contains a confidentiality provision.
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26	Sealed in their Entirety: License Agreements and Licensing-Related Documents	Price Exhibit 5	The entire document should be withheld. It is a license agreement between Apple and a third party. Clause 11.2 explains the agreement is confidential and should	As explained in the attached declaration, this document contains highly confidential Apple and third party information. This is a non-
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1			only be disclosed pursuant to a valid discovery order under a protective order. The license agreement contains highly confidential information, including information about the pricing and the license term.	public license agreement which contains a confidentiality provision.
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5	Sealed in their Entirety: License Agreements and Licensing-Related Documents	Price Exhibit 6	This document includes an entire license agreement between Apple and a third party. Section 7.1 of this agreement requires the parties keep this license agreement strictly confidential and not disclose it. The license agreement contains highly confidential information, such as the compensation and other consideration to be exchanged under the agreement and the duration of the agreement.	As explained in the attached declaration, this document contains highly confidential Apple and third party information. This is a non-public license agreement which contains a confidentiality provision.
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11	Sealed in their Entirety: License Agreements and Licensing-Related Documents	Price Exhibit 13	This document includes an entire license agreement between Apple and a third party. Section 9.1 of this agreement requires that requires the parties keep this license agreement strictly confidential and not disclose it. The license agreement contains highly confidential information, such as information pertaining to the compensation to be paid and the duration of the license.	As explained in the attached declaration, this document contains highly confidential Apple and third party information. This is a non-public license agreement which contains a confidentiality provision.
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18 I declare under penalty of perjury that the foregoing is true and correct. Executed this

19 30th day of July, 2012 at Cupertino, California.

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21 /s/ Jim Bean

22 Jim Bean

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ATTESTATION OF E-FILED SIGNATURE

I, Michael A. Jacobs, am the ECF User whose ID and password are being used to file this Declaration. In compliance with General Order 45, X.B., I hereby attest that Jim Bean has concurred in this filing.

Dated: July 30, 2012

/s/ Michael A. Jacobs
Michael A. Jacobs