

EXHIBIT FF

From: Melissa Chan [<mailto:melissachan@quinnemanuel.com>]
Sent: Tuesday, December 13, 2011 4:25 PM
To: Mazza, Mia
Cc: Maselli, Samuel; Walden, S. Calvin; Kolovos, Peter; AppleMoFo@mofo.com;
Rachel Herrick Kassabian; Diane Hutnyan; Joby Martin
Subject: Apple v Samsung: discovery correspondence and Exhibits A and B

Mia,

Attached are our revisions to Exhibits A and B of the reciprocal categories of document requests. As we have previously discussed on meet and confer calls, we anticipate that we will negotiate the scope of this chart and once we have reached some sort of tentative agreement, that such chart will constitute the proposals that we bring back to our clients. Therefore, this chart should only be used for negotiation, and cannot be used against either party or be taken as an admission as to relevance or agreement by either party; further limitations are listed in numbers 1-6 below.

1. The proposed reciprocal obligations, if agreed upon, would describe the parties' obligations in addition to any commitments previously made in written responses to the listed requests for production.
2. The "related requests" listed in the left-hand column are intended to illustrate the general subject matter of the requested discovery. By carrying out the proposed reciprocal obligation, the parties will produce documents responsive to the listed "related requests." By agreeing to the proposed reciprocal obligation, however, neither party agrees to produce the full scope of documents called for by the listed requests. Beyond the documents described in the proposed reciprocal obligation, nothing in this proposal is intended to waive either party's written objections to the listed requests, which are hereby reserved.
3. Nothing in this proposal prevents a party from seeking discovery responsive to one or more of the affected requests beyond the agreed-upon items.
4. Nothing in this proposal is intended to prevent a party from withholding responsive materials if it believes in good faith it is obligated to do so by a Court or arbitration order or by some other legitimate confidentiality obligation to a third party.
5. Nothing in this proposal is intended to alter existing rules governing privileged documents or the obligation to log privileged documents.
6. The parties intend that all documents and things matching the description of a proposed reciprocal obligation will be produced. In using the term "documents," neither party intends to exclude "things."

Please also note that in the interest of expediting these discussions, we have not secured Samsung's approval regarding each of the proposals in this chart. Therefore, the proposals in this chart are subject to change. Also, there are a few other categories of documents that we are still considering as reciprocal but have not yet added to the chart due to the fact that you wanted this chart immediately. We will let you know as soon as possible regarding those categories.

Thanks,
Melissa

Melissa Chan

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Exhibit A

Document Category and Related Requests	Proposed Reciprocal Obligation
<p>Inventor-related documents from inventor files, including conception and reduction to practice documents, notebooks, drawings, schematics, specifications, development documents for practicing products, and inventor publications related to the subject matter of the purported invention</p> <p><i>Apple Request Nos. 64-67, 69, <u>76-78, 81-82, 140 and 82141</u></i></p> <p><i>Samsung Request Nos. 83, 86-90, 94, and 137</i></p>	<p>The parties are to apply the following date restriction to the search for inventor-related documents in inventor files: the file<u>issuance</u> date of each patent in which the inventor is named, or the date of introduction of a product embodying the purported invention, whichever was later.</p> <p>This date restriction does not apply to the search of non-inventor-related documents from inventor files, <u>if any such documents exist and if any such searches are warranted</u> (including, by way of example only, documents relating to the accused functionality of accused products, or documents relating to standards participation).</p> <p><u>The parties agree to produce details of inventor compensation, including incentives, awards, bonuses, or special payments, paid to any inventor in connection with applying for or achieving issuance of the patents-in-suit.</u></p> <p><u>The parties agree to produce documents sufficient to identify all individuals involved in developing the subject matter of the patents-in-suit.</u></p>
<p>Negotiation and execution of license<u>License</u> agreements pertaining to patents that have been declared essential to a particular standard</p> <p><i>Apple Request Nos. 59, 105<u>106</u>-108, 115, 117<u>119</u>-121, 128, 130, and 131</i></p>	<p>The parties are to produce license agreements relating to patents <u>in suit</u> that have been declared as essential to a particular standard, as well as all non-privileged external and internal communications and royalty information relating to such and documents sufficient to <u>show royalty payments made by each licensee under these</u> licenses.</p>
<p>License agreements pertaining to patents-in-suit</p>	<p>The parties agree to produce license</p>

Document Category and Related Requests	Proposed Reciprocal Obligation
<p>that have not been declared as essential to a particular standard</p> <p><i>Apple Request Nos. 59, 105-108, 119, 128, and 128160</i></p> <p><i>Samsung Request Nos. 9-13, 110-113, 121, 132-133, and 167</i></p>	<p>agreements relating to patents-in-suit that have not been declared as essential to a particular standard, as well as royalty information relating to such licenses<u>documents sufficient to show royalty payments made by each licensee.</u></p>
<p>Marketing strategy and competitive analysis</p> <p><i>Apple Request Nos. 3, 29,16, 29,149-150, 174, 218, 220, 221, 252, 253, 254, 256, 276-276, 441, 448, 463-468; PI Request Nos. 3-7; 205-210, 214, 217</i></p> <p><i>Samsung Request Nos. 29, 44, 130-131, 140-141, 147, 169-170, 177-178, 183, 191, and 191,249.</i></p>	<p>The parties agree to produce U.S. and global marketing strategy documents, marketing requirements documents, customer surveys, market or<u>market analyses (including actual or projected market demand or market share), competitor analyses, consumer surveys</u> and focus group studies relating to the products at issue. <u>These proposals are limited to the documents in the possession of the entities named as parties in this case.</u></p> <p>The parties shall further produce all market <u>analyses, competitor analyses, consumer surveys, focus group</u> studies, or communications among<u>from the files of the persons responsible for marketing personnel</u>the products at issue that mention the opposing party.</p>
<p>Advertising</p> <p><i>Apple Request Nos. RFP 17, 32, 40, 207,214, 218; 256; 276; PI Request Nos. 210, 214</i></p> <p><i>Samsung Request Nos. 7, 15, 147, 163-164, 169,169,177-178, 190- 191.</i></p>	<p>The parties shall produce U.S. media plans as well as one copy and any drafts of each U.S. advertisement for any product at issue. The parties shall also produce copies of any advertisements, wherever run, that specifically <u>and expressly</u> mention or target the other party or its products. <u>These proposals are limited to advertisements in the possession of the entities named as parties in this case.</u></p> <p>The parties shall produce documents sufficient to show per-month advertising and marketing spending in the U.S. <u>regarding the products at issue</u>, to identify all markets and retail outlets where <u>the products at issue</u> are or will be sold or advertised</p>

Document Category and Related Requests	Proposed Reciprocal Obligation
	<p>The parties shall produce all product placement requests.</p> <p>The parties shall also produce sample product packaging for the products at issue.</p>
<p>Identity and responsibilities of individuals who participated in design and development of products at issue.⁺</p> <p><i>Apple Requests Nos. 30, 208, 275, 311-316; PI Requests 159-160.</i></p> <p><i>Samsung Request Nos. 74, 88, 137, 171-172.</i></p>	<p>The parties agree to produce the following categories of documents:</p> <ul style="list-style-type: none"> • Documents sufficient to show the identity and title of individuals who developed the <u>accused features of the</u> Hardware Design of the products at issue; • Documents sufficient to show the identity and title of individuals who developed the design of the <u>accused features of the</u> GUI (graphical user interface) of the products at issue (including the design of the icons used in the GUI); <u>and</u> • Documents sufficient to show the identity and title of key individuals who participated in the development of the features that allegedly infringe the asserted utility patents; and • Documents sufficient to identify Samsung's licensing personnel and their duties. This request is limited to the personnel who negotiate licenses related to tablets, phones and music players.
<p>Management structures and organizational and reporting structures of divisions responsible for creating and marketing products at issue.</p> <p><i>Apple Requests Nos. 45-46, 209, 311-316.</i></p>	<p>The parties agree to produce the following categories of documents:</p> <ul style="list-style-type: none"> • Documents sufficient to show each side's executive and management structure during the past three years;

⁺ ~~This and the following request may encompass, for instance, organizational charts or, if organizational charts are not available, other documents identifying relevant individuals and organizational structure.~~

Document Category and Related Requests	Proposed Reciprocal Obligation
<i>Samsung Request Nos. 70, 72, 74.</i>	<p>including individuals holding the following positions: director, CEO, CFO, CTO, CAO, president, vice president, general counsel, and management level engineers, department heads, and sales and marketing representatives.</p> <ul style="list-style-type: none"> • Documents sufficient to show the organizational and reporting structure of entities and/or divisions responsible for design, development, marketing, advertising and product/business planning for the products at issue, as well as the identity of employees within each such division. This includes all divisions responsible for: (1) Hardware Design for the products at issue; (2) the design of the GUI of the products at issue; (3) the development of the features that allegedly infringe the asserted utility patents; (4) marketing and advertising of the products at issue; and (5) product/business planning.²
<p>Providing dates of first sale and use, etc.</p> <p><i>Apple Requests Nos. 258-259; 217; 260.</i></p> <p><i>Samsung Request Nos. 7-8, 99, 100.</i></p>	<p>The parties agree to produce the following categories of documents:</p> <ul style="list-style-type: none"> • Documents sufficient to show the dates that each product at issue was first offered for sale, sold and publically used in the U.S.; and • Documents showing when each product at issue was approved for sale or commercialization, who approved the sale, and documents giving such approval.
<p>Design and development of hardware and GUI</p> <p><i>Apple Request Nos. 11-12, 18, 26-27, 158, 198-199, 207, 210-214, 215, 219, 255, 291,</i></p>	<p>The parties agree to produce designer e-mails, <u>including emails with engineers and others</u>, CAD drawings, sketchbooks/notebooks, models/mockups, and Adobe Illustrator or</p>

² ~~The request encompasses Samsung's Office of Development, R&D Management Group, and the Product Strategy Team and Product Planning Group of Samsung's Mobile Communication Division.~~

Document Category and Related Requests	Proposed Reciprocal Obligation
<p>326, 327327, 392-422, 453; PI RFPRequest Nos. <u>158</u>, 161, 162-164, 167167, 204, 205, <u>211</u></p> <p>Samsung Request Nos. 1-3, 4, 11, <u>15-16</u>, 27, <u>93</u>, 136, <u>138</u>, <u>139</u>, 144, <u>170</u>, 173, 176, <u>176-178</u>, <u>188-189</u>, 207207, and <u>240</u></p>	<p>other computer files relating to the development of the <u>accused features of the Hardware Design—including design alternatives and redesigns and the feasibility (including ease of manufacturing, cost savings, enhanced usability and technological challenges) of the designs considered</u>—of the products at issue and, as well as predecessor products <u>on which the design of a product at issue was substantially based and from which an accused featured was derived</u>.</p> <p>The parties agree to produce designer e-mails, <u>including emails with engineers and others</u>, CAD drawings, sketchbooks/notebooks, and Adobe Illustrator or other computer files relating to the <u>accused features of the GUI design/redesign of each product at issue, such as the design and development of the iOS human interface or TouchWiz, development of the icon arrangements at issue, and design of development of the accused icon arrangements, the feasibility of the designs considered (including ease of manufacturing, cost savings, enhanced usability and technological challenges), and the design of accused icons and prior versions of the icons at issue</u>.</p> <p>The parties agree to produce designer meeting minutes, <u>notes of design meetings, specifications or requirements communicated to the designers</u>, project management reports, reports to executives, and public keynote addresses relating to <u>the accused features of the Hardware Design or the GUI of the products at issue, including for design alternatives and predecessor products on which the design of a product at issue was substantially based and from which an accused featured was derived</u>.</p> <p>The parties agree to produce trademark, <u>trade dress and design patent</u> search reports, <u>including prior art searches</u>, and business plans</p>

Document Category and Related Requests	Proposed Reciprocal Obligation
	<p>relating to <u>accused</u> hardware design or the icons at issue.</p> <p>The parties agree to produce correspondence involving designers <u>of the accused features of the products at issue, relating to the accused features of the products at issue,</u> where such correspondence includes the name of the opposing party, <u>or refers to the products of third parties.</u></p> <p>The parties shall exchange three samples of each product at issue, including user manuals <u>and service manuals and other documents relating to the intended use or operation of the products at issue, as well as documents sufficient to show all model numbers, code names, or other internal designations used to refer to the products or functionalities at issue.</u></p>

Definitions:

1. “Hardware Design” means the product’s industrial design, including the device’s casing, screen and screen borders, bezel or band, buttons, ports, speaker, and all hardware, insignia, or ornamentation thereon.
2. “GUI” means the graphical user interface displayed on a device’s screen, including all of the icons displayed as part of the graphical user interface.
3. “Patents in suit” means both design and utility patents asserted in this case, except where specifically noted otherwise.

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	70
Deletions	48
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	118

Exhibit B

The parties agree to produce the following non-privileged documents and log any privileged documents falling within the following categories:

	Document Category and Related Requests	Proposed Reciprocal Obligation
1.	<p>Design and Development of Accused Features</p> <p><i>Apple Request Nos. 12, 207, 240, 243-246<u>245</u>; PI RFP 158, 203.</i></p> <p><i>Samsung Request Nos. 16, 52, 68, <u>76, 77, 126, 136, 153, 171, 176, 185, 188, <u>193-218</u></u></i></p>	<p>The parties agree to produce: designer and developer e-mails, notebooks, schematics, data sheets, drawings, specifications, source code⁺ and other computer files relating to the development of the Accused Features of the Products at Issue—including versions that were considered but not commercialized.</p> <p>To the extent not covered by the above, the parties agree to produce any document that specifically discusses the Accused Features: <u>of the Products at Issue.</u></p> <p>The parties agree to produce developer meeting minutes, project management reports, reports to executives, product approval reports, and public keynote addresses relating to the Accused Features of the Products at Issue—including versions that were considered but not commercialized.</p> <p>To the extent not covered by the above, the parties agree to produce documents sufficient to show the identities of third party consultants who contributed to the design or development of Accused Features.</p> <p>The parties agree to produce draft and final user guides, operating manuals, and help documentation regarding the Products at</p>

⁺ ~~As noted above, Apple is separately seeking a production of Samsung source code, which Samsung should produce immediately.~~

	Document Category and Related Requests	Proposed Reciprocal Obligation
		<p>Issue.</p> <p>The parties agree to produce all publications, articles, technical reviews, and white papers authored by or for the party <u>and in the party's possession</u> discussing <u>any Accused Feature of</u> the Products at Issue or any Accused Feature.</p> <p>The parties agree to produce documents relating to acquisition and analysis of the other party's products for comparison or benchmarking purposes.</p> <p>To the extent not already covered by Exhibit A, the parties agree to produce prior versions of the asserted and accused icons.</p>
2.	<p>Willfulness & Copying <u>Allegations of Willful Patent Infringement</u></p> <p><i>Apple Requests Nos. 13-15, 19-21, <u>107-109, 112, 166-167, 192, 193, 195, 197-199, 200-201, 197-198, 200, 203-206, 319-324, 328-330; PI RFPs 1-2, 165-166, 204-205, 1, 204, 211-213.</u></i></p> <p><i>Samsung Request Nos. <u>35, 5, 17, 18, 26, 27, 31-35, 40, 57, 79, 125, 135, 143, 150, 153, 180 180, 249, 251.</u></i></p>	<p>The parties agree to produce²¹ patent search reports that reference the asserted patents.</p> <p>The parties agree to produce polices <u>policies</u>, practices or procedures relating to steps taken to ensure compliance with <u>the treatment of</u> third party intellectual property <u>patent</u> rights.</p> <p>The parties agree to produce documents related to steps taken to mark instrumentalities incorporating, embodying, or practicing any patent-in-suit.</p> <p>The parties agree to produce documents concerning the date and circumstances of their first awareness of the asserted IP.</p>

² ~~As noted above, the parties agree that privileged documents will be logged, not produced.~~¹

	Document Category and Related Requests	Proposed Reciprocal Obligation
		<p>The parties agree to produce product design, development, marketing and product strategy related analyses, investigations and comparison of the other parties' products. This would include discussions of the other parties' products in the context of design industry groups or associations.<u>patents-in-suit.</u></p> <p>The parties agree to produce any analyses of the asserted patents, including opinions and prior art searches,to the extent such analyses are not privileged or the party intends to rely on the opinion of counsel.</p> <p>The parties agree to produce <u>documents relating to</u> any actual or proposed design around or non-infringing alternative to the patents in suit.</p> <p>The parties agree to produceany discussions with a third party regarding design arounds and non-infringing alternatives to the patents in suit.</p> <p>The parties agrees to produce documents and correspondence that refer to the opposing party or to the opposing party's products from the files (including central files and individual custodian files) of any division or employee responsible for the design, development and marketing of the Products at Issue (including customer survey, R&D management, product planning groups and product testing groups).</p>

	Document Category and Related Requests	Proposed Reciprocal Obligation
		<p>The parties agree to produce for inspection all physical samples of the opposing party's Products at Issue in its possession (excluding products purchased for litigation or products personally owned by its employees). <u>all documents concerning notice given to the opposing party about any alleged infringement of the patents-in-suit.</u></p> <p>To the extent not covered by the above, the parties agree to produce documents sufficient to show when each became aware of the other party's allegedly infringing products and alleged infringing or similar features.</p> <p>All reciprocal production requirements contemplated in this section are subject to proper objections based on attorney work product and/or attorney-client privilege.</p>
3.	<p>Validity</p> <p><i>Apple Request Nos. <u>94-104, 157, 159, 284-291, 331, 335, 359</u>; PI RFP Requests Nos. 8, 156-157, 197-199</i></p> <p><i>Samsung Request Nos. 93, 97, 98, 104, 105, 107<u>18-23, 92-94, 96-109</u></i></p>	<p>The parties agree to produce all <u>documents that each party is relying on to show the proper construction of the claims of the patents-in-suit.</u></p> <p><u>The parties agree to produce all documents relating to prior art searches, as well as</u> documents and things that each party alleges are prior art to the patents in suit (including source code for any alleged prior-art software), <u>including known prior art relating to the field of the alleged invention or the problems addressed by the alleged invention.</u></p> <p>The parties agree to produce all documents discussing alleged prior art, including, but not limited to, any document concerning or establishing the first public use, sale, offer for sale, knowledge, publication, patenting, invention, and/or reduction to practice of the alleged prior art, and/or its</p>

	Document Category and Related Requests	Proposed Reciprocal Obligation
		<p>abandonment, suppression or concealment.</p> <p>The parties agree to produce all communications with third parties concerning prior art that is alleged to invalidate any of the asserted claims of the patents-in-suit.</p> <p>The parties agree to produce accolades and awards, criticisms, surveys, and analyses of how users and the relevant industry or industries reacted to the Products at Issue.</p> <p>The parties agree to produce documents sufficient to show the advantages and disadvantages of asserted utility patents, <u>as well as other documents relating to objective indicia of nonobviousness.</u></p> <p>With respect to design patent and trade dress/ trademark validity, the<u>The parties agree to produce documents regarding the costs and challenges of manufacturing the Hardware Design of each party's respective Products at Issue</u><u>and communications relating to the best mode or any other modes contemplated by the inventors for carrying out the inventions claimed in the patents-in-suit, whether or not disclosed in the specification.</u></p>
4	<p>Trademark and Trade Dress Infringement</p> <p><i>Apple Request Nos. 36-39, 48, 196, 222, 257; PIRFP 206, 215.</i></p> <p><i>Samsung Request Nos. 147, 148, 173, 177, 189,</i></p>	<p>The parties agree to produce e-mails and documents from designers, developers and marketing custodians (including R&D management and product planning groups) and trademark counsel (if not privileged) discussing the possibility of consumer confusion between the parties' Products at Issue or the source, sponsorship, or affiliation of the parties' Products at Issue.</p>

	Document Category and Related Requests	Proposed Reciprocal Obligation
		<p>The parties agree to produce e-mails and documents from designers, developers and marketing custodians (including R&D management and product planning groups) and trademark counsel (if not privileged) discussing instances of actual confusion between the parties' Products at Issue or the source, sponsorship, or affiliation of the parties' Products at Issue..</p> <p>The parties agree to produce trademark search reports relating to any element of Apple's asserted trade dress or asserted trademarks.</p> <p>The parties agree to produce documents discussing or assessing the design of Apple's Products at Issue, including the distinctiveness or lack of distinctiveness thereof or the similarity of design between the parties' products, from the files of designers, developers, marketing custodians (including customer survey, R&D management and product planning groups), and trademark/design patent counsel (if not privileged).</p>
5.	<p>Licenses and settlement agreements (covering categories not covered in Topics 2 and 3 of Exhibit A).</p> <p><i>Apple Request Nos. 22-25, 250, 268-28224, 268, 269</i></p> <p><i>Samsung Request Nos. 50, 51, 64, 65, 66, 115115, 134</i></p>	<p>The parties agree to produce licenses, settlement agreements, and agreements to indemnify relating to patents-in-suit and accused/or the Accused Features of the products at issue.</p> <p>The parties agree to produce outbound and inbound license agreements relating to mobile electronic devices (including tablets, phones, and MP3 players); including but not limited to trademarks, patents, or other intellectual property used in such products. This includes any settlement agreement that includes a</p>

	Document Category and Related Requests	Proposed Reciprocal Obligation
		<p>license, covenant not to sue, or similar agreement relating to mobile electronic devices.</p> <p>Each party agrees to produce documents showing royalty payments made by or to the party for agreements relating to mobile electronic devices (including tablets, phones, and MP3 players).</p> <p>The parties agree to produce documents containing or discussing any estimates or determinations of value concerning the asserted patents (including any portfolio that includes one of the asserted patents).</p> <p>Each party agrees to produce documents containing or discussing any estimates or determinations of value of its own or any third party's patent portfolio.</p> <p>Each party agrees to produce documents containing or discussing any estimates or determinations of value of any patent or patent portfolio relating to technologies used in mobile electronic devices (including tablets, phones, and MP3 players).</p> <p>The parties agree to produce agreements relating to any indemnification for any infringement of the asserted patents, and any negotiations concerning such agreements.</p>
6.	Documents relating to document	The parties agree to produce documents sufficient to identify the structure of their

	Document Category and Related Requests	Proposed Reciprocal Obligation
	<p>collection <u>and retention</u></p> <p><i>Apple Request Nos. 50, 29760, 297, 298, and 306-310</i></p> <p><i>Samsung Request Nos. 14, 36, 73</i></p>	<p>respective e-mail system and to explain their automatic deletion systems.</p> <p>The parties agree to produce a copy of the document retention policies in effect during the past three years.</p>
7.	<p>Enforcement and other litigation:</p> <p><i>Apple Request Nos. <u>93, 110, 111, 151-154, 161-162, 164-165, 296, 302-304</u></i></p> <p><i>Samsung Request Nos. <u>28, 46, 75, 95, 120, 122, 123, 122-124, 142, 166, 184, 219-229</u></i></p>	<p>The parties agree to produce <u>documents relating to all attempts to enforce the asserted IP, including</u> cease and desist letters and Complaints filed in the U.S. alleging infringement of the asserted IP; <u>over the past five years.</u></p> <p>The parties agree to produce substantive motions; written discovery responses; and the prior testimony of relevant witnesses or on the patents in suit or trade dress in deposition, trial and hearing transcripts from prior lawsuits and administrative proceedings involving discussing the asserted IP.</p> <p>The parties agree to produce documents that were filed in court or served on the opposing party in any litigation or other proceedings between Apple and Samsung occurring outside the United States, including pleadings; motions; statements; responses to written discovery requests; deposition, trial, and hearing transcripts; and all documents that each party produced to the other party in such litigation or proceedings.</p> <p>The parties agree to produce all documents that were filed in court or served on the opposing party in any litigation or other proceedings involving Apple or Samsung involving the licensing, the determination of a FRAND royalty rate, and/or the propriety of any injunctive relief related to</p>

	Document Category and Related Requests	Proposed Reciprocal Obligation
		<p>IPR that is claimed to be essential to any defined wireless standard, including pleadings; motions; statements; responses to written discovery requests; deposition, trial, and hearing transcripts; and all documents that each party produced to the other party in such litigation or proceedings.</p> <p>The parties agree to produce prior deposition and trial transcripts for named inventors of patents-in-suit from matters that relate to the patents-in-suit in the instant actions or from matters where the patents-in-suit bore a technological nexus to one or more of the patents-in-suit in the instant action.³ <u>prior proceedings in which the subject matter of the proceeding relates to technology or designs disclosed in the patents-in-suit, related patents, or any prior art reference cited therein.</u></p> <p>For each witness identified in initial disclosures, <u>including named inventors,</u> or each person responsible for the design, development or marketing of the Products at Issue, <u>the parties agree to produce</u> all trial or deposition transcripts from other patent or trademark litigation in which that witness testified about tablet<u>personal computers, tablets,</u> or phone products.</p> <p><u>The parties agree to produce all documents relating to the subject matter of this lawsuit provided to or received from any person who may testify in this lawsuit.</u></p> <p><u>The parties agree to produce documents relating to the ownership, title, transfer or assignment of the patents-in-suit and any entity or individual that has now, or had</u></p>

³ ~~Prior deposition transcripts have been the subject of numerous meet and confer discussions. This proposal is Apple's latest offer, which Samsung has stated it is considering.~~

	Document Category and Related Requests	Proposed Reciprocal Obligation
		<u>previously, a financial interest in the patents-in-suit.</u>
8.	<p>Expert Materials</p> <p><i>Apple Request No. <u>156</u>, 295</i></p> <p><i>Samsung Request Nos. 47-49</i></p>	<p>For each expert witness designated or disclosed by each party, or whose opinion the party intends to rely on at trial, the parties agree to produce, consistent with the Court's schedule for expert discovery, the following categories of documents to the extent they are in the parties' possession, custody or control: (1) all Documents relied on by that expert in forming his/her opinions or drafting his/her expert report; (2) all prior expert reports and/or declarations submitted by that expert in other litigations involving any issue in dispute in this litigation; and (3) all trial and deposition transcripts from other litigation in which your expert witness served as an expert.</p>
9.	<p>Third Party Communications and Agreements<u>Participation in Standard-Setting Organizations</u></p> <p><i>Apple Request Nos. 35, 49, 52, 299-301<u>136-139, 142, 144, 146-148</u>;</i></p> <p><i>Samsung Request No<u>Nos. 38</u>59-60, 117-119</i></p>	<p>The parties agree to produce any communications with a third party (including, in the case of Samsung, Google)<u>SSOs</u> relating to this lawsuit or the claims, designs, asserted IP, or features of Products at Issue in this lawsuit.<u>the ETSI standards at issue in this case as incorporated into the accused products</u></p> <p>The parties agree to each produce any agreement or guarantee between it and any carrier, wholesaler, retailer or consumer that would prohibit or impact its ability to</p>

	Document Category and Related Requests	Proposed Reciprocal Obligation
		obtain an injunction.
	<p><u>Financial data, sales and manufacturing information</u></p> <p><u>Apple Request Nos. 23, 28, 33-34, 41-42, 114, 171-172, 260-267, 461-462;</u></p> <p><u>Samsung Request Nos. 6-8, 25, 29, 42-44, 54-55, 69, 116, 130-134, 175, 252-254</u></p>	<p><u>The parties agree to produce the following categories of documents:</u></p> <ul style="list-style-type: none"> <u>Documents sufficient to show the manufacturers for each product at issue, as well as the location, volume and dates of manufacture;</u> <u>For each product at issue and all products embodying the asserted patents, documents sufficient to show gross and net U.S. revenues generated for each product, documents sufficient to show total quantity of units sold on a per-month basis, current and past retail prices, and the costs of goods sold;</u> <u>U.S. business models and financial projections relating to the products at issue, including projected revenues and expenses, projected sales, projected profits and profit margins, and pricing worksheets and/or other documents showing pricing practices or strategies; and</u> <u>Documents relating to the commercialization of the patents-in-suit, including business plans, strategic plans, actual and projected net profits on sales, licenses, or other transfers, as well as valuations of the patents-in-suit.</u>

	Document Category and Related Requests	Proposed Reciprocal Obligation
	<u>Prosecution of the Patents-in-Suit</u> <u>Apple Request Nos. 53-58, 83-92;</u> <u>Samsung Request Nos. 81-82, 186</u>	<u>The parties agree to produce the following categories of documents:</u> <ul style="list-style-type: none"> • <u>Certified copies of each patent-in-suit;</u> • <u>Prosecution histories for the patents-in-suit, related patents, and any foreign counterpart patents or applications, including all references and prior art cited during prosecution; and</u> • <u>Documents relating to the preparation and filing of the patents-in-suit, including documents related to the decision to seek patent protection, prior art searches and evaluations, and any decisions as to what references to cite as prior art.</u>

Definitions:

1. “Hardware Design” means the product’s industrial design, including the device’s casing, screen and screen borders, bezel or band, buttons, ports, speaker, and all hardware, insignia, or ornamentation thereon.
2. “GUI” means the graphical user interface displayed on a device’s screen, including all of the icons displayed as part of the graphical user interface.
3. “Product at Issue” means: (1) in the case of Samsung, each product that has been accused or is subsequently accused by Apple of infringement; and (2) in the case of Apple, the iPhone, iPhone 3G, iPhone 3GS, iPhone 4, iPad. iPad 2, ~~and~~ iPod Touch ([including all versions thereof](#)), [and other Apple products subsequently accused of infringement.](#)

4. “Accused Feature” means: any aspect, element, or function of any Product at Issue that is alleged to infringe any of the asserted IP. ~~In the case of Samsung, this includes, but is not limited to, the display and touch sensor panels of the Samsung Products at Issue.~~
5. “Patents-in-suit” means both design and utility patents asserted in this action, except where explicitly noted otherwise.

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	86
Deletions	75
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	161