

1 QUINN EMANUEL URQUHART & SULLIVAN, LLP
 Charles K. Verhoeven (Bar No. 170151)
 2 charlesverhoeven@quinnemanuel.com
 50 California Street, 22nd Floor
 3 San Francisco, California 94111
 Telephone: (415) 875-6600
 4 Facsimile: (415) 875-6700

5 Kevin P.B. Johnson (Bar No. 177129)
kevinjohnson@quinnemanuel.com
 6 Victoria F. Maroulis (Bar No. 202603)
victoriamaroulis@quinnemanuel.com
 7 555 Twin Dolphin Drive, 5th Floor
 Redwood Shores, California 94065-2139
 8 Telephone: (650) 801-5000
 Facsimile: (650) 801-5100

9 Michael T. Zeller (Bar No. 196417)
 10 michaelzeller@quinnemanuel.com
 865 S. Figueroa Street, 10th Floor
 11 Los Angeles, California 90017
 Telephone: (213) 443-3000
 12 Facsimile: (213) 443-3100

13 Attorneys for SAMSUNG ELECTRONICS CO.,
 14 LTD., SAMSUNG ELECTRONICS AMERICA,
 INC. and SAMSUNG
 15 TELECOMMUNICATIONS AMERICA, LLC

16 **UNITED STATES DISTRICT COURT**
 17 **NORTHERN DISTRICT OF CALIFORNIA**
 18 **SAN JOSE DIVISION**

20 APPLE INC., a California corporation,
 21 Plaintiff,
 22 vs.
 23 SAMSUNG ELECTRONICS CO., LTD., a
 Korean business entity; SAMSUNG
 24 ELECTRONICS AMERICA, INC., a New
 York corporation; SAMSUNG
 25 TELECOMMUNICATIONS AMERICA,
 LLC, a Delaware limited liability company,
 26 Defendant.
 27

CASE NO. 11-CV-01846-LHK
**NOTICE OF TRANSLATIONS OF
 FOREIGN AUTHORITY**

1 At the hearing on April 12, 2012, the Court permitted the parties to submit translations of
2 the French decisions and authorities on which the parties relied in their briefing related to
3 Samsung's pending Motion to Dismiss. Accordingly, Samsung hereby submits certified
4 translations of each French decision and authority cited by Samsung's expert on French contract
5 law, Professor Rémy Libchaber, in his two declarations submitted in support of Samsung's Motion
6 to Dismiss and Reply Memorandum. Select significant statutes, articles, and book excerpts are
7 also included.

8 The table below indicates the paragraph citing the reference, the exhibit number, and the
9 name of the reference.

10
11 **Prof. Libchaber Declaration of November 22, 2011**
12 **in Support of Samsung's Motion to Dismiss**

13 Libchaber	14 Exhibit #	15 Reference
16 Paragraph #		
17 10, 111	1	18 Fr. TERRÉ, Ph. SIMLER and Y. LEQUETTE, <i>Les obligations</i> , 10th 19 ed., Dalloz 2009, No. 24, p. 31
20 10	2	21 MALAURIE, L. AYNES and Ph. STOFFEL-MUNCK, <i>Les</i> 22 <i>obligations</i> , 4th ed., Defrénois 2009, No. 455, p. 231
23 10, 111	3	24 J. FLOUR, J.-L. AUBERT and E. SAVAUX, <i>Les obligations</i> . 1. 25 <i>L'acte juridique</i> , 14th ed., Sirey 2010, No. 123, p. 102
26 12	4a-b	27 Com. 26 November 2003, <i>Bull. IV</i> , No. 186, p. 206, <i>D.</i> 28 2004.869, comment DUPRE-DALLEMAGNE
12	5	Civ. 3, 28 June 2006, <i>Bull. III</i> , No. 164, p. 136, <i>JCP</i> 2006.II.10130, comment DESHAYES
15	6	MALAURIE, AYNÈS and STOFFEL-MUNCK, <i>op. cit.</i> , No. 457, p. 233
15	3	FLOUR, AUBERT and SAVAUX, <i>op. cit.</i> , No. 122, p. 101

1	15, 37	8	TERRÉ, SIMLER and LEQUETTE, <i>op. cit.</i> , No. 91, p. 110
2	22	9	Article 1101 of the French Civil Code (Official translation
3			obtained from: http://www.legifrance.gouv.fr/content/
4			download/1950/13681/version/3/file/Code_22.pdf)
5	26	9	Article 1134, §1 of the French Civil Code
6	36	10	Civ. 3, 14 January 1987, <i>D.</i> 1988,80, commentary J. Schmidt
7	43, 45	11	Fr. COLLART-DUTILLEUL and Ph. DELEBECQUE, <i>Contrats civils</i>
8			<i>et commerciaux</i> , 9th ed., Dalloz 2011, No. 360, p. 332
9	43	12	Reboul, J.-Cl. Brevets, Fasc. 4740; Licence de brevet.
10			Formation du contrat. Conclusion du contrat, No. 67
11	43	13	Ph. MALAURIE, L. AYNES and P.-Y. GAUTIER, <i>Les contrats</i>
12			<i>spéciaux</i> , 4th ed., Defrénois 2009, No. 601, p. 331
13	44	9	Article 1709, 1710, 1713 to 1779 of the French Civil Code
14	46	14	MALAURIE, AYNÈS and GAUTIER, <i>op. cit.</i> , No. 622, p. 342
15	46	15	A. BÉNABENT, <i>Les contrats spéciaux, civils et commerciaux</i> , 9th
16			ed., Montchrestien 2011, No. 519, p. 233
17	47	16	COLLART-DUTILLEUL and DELEBECQUE, <i>op. cit.</i> , No. 734, p.
18			674
19	47	17	MALAURIE, AYNÈS and GAUTIER, <i>op. cit.</i> , No. 766, p. 442
20	47	18	BÉNABENT, <i>op. cit.</i> , No. 755, p. 355
21	48	19	COLLART-DUTILLEUL and DELEBECQUE, <i>op. cit.</i> , No. 430, p.
22			379
23	48	20	MALAURIE, AYNÈS et GAUTIER, <i>op. cit.</i> , No. 647, p. 353
24	48	21	A. SÉRIAUX, <i>Contrats civils</i> , PUF 2001, No. 50, p. 143
25	48	22	TERRÉ, SIMLER and LEQUETTE, <i>op. cit.</i> , No. 109, p. 123
26	48	23	C. AUBERT DE VINCELLES, <i>Rép. civil</i> , V° Bail, No. 70, p. 15
27	49	24	Civ. 3, 27 June 1973, <i>Bull. III</i> , No. 446, p.324
28			

1	49	25	Civ. 3, 28 October 2009, <i>Bull. III</i> , No. 237
2	49	26	Civ. 3, 28 May 1997, <i>Bull. III</i> , No. 116, p. 77
3	49	27	Civ. 3, 20 May 1992, <i>Bull. III</i> , No. 152, p. 93
4	49	28	Civ. 3, 7 April 1976, <i>Bull. III</i> , No. 138, p. 111
5	49	29	Civ. 3, 23 January 1970, <i>Bull. III</i> , No. 63, p. 45
6	54	30	Article L. 613-8 § 5 of the Intellectual Property Code
7	55	9	Article 1316-4 of the French Civil Code
8	70	31	MALAUURIE, AYNÈS and STOFFEL-MUNCK, <i>op. cit.</i> , No. 465, p.
9			238
10	70	22	TERRÉ, SIMLER et LEQUETTE, <i>op. cit.</i> , No. 108, p. 121
11	83	9	Article 1101 of the French Civil Code
12	91	32	MALAUURIE, AYNÈS and STOFFEL-MUNCK, <i>op. cit.</i> , No. 817, p.
13			429
14	92	33	MALAUURIE, AYNÈS et STOFFEL-MUNCK, <i>op. cit.</i> , No. 807, p. 422
15	92	34	TERRÉ, SIMLER and LEQUETTE, <i>op. cit.</i> , No. 511, p. 529
16	92	35a-b	Civ.1, 8 December 1987, <i>Bull. I</i> , No. 343, p. 246, <i>D.</i> 1989
17	92	36	Civ.1, 8 December 1987, <i>Bull. I</i> , No. 343, p. 246, <i>D.</i> 1989,
18			Som. 233, obs. J.-L. AUBERT, <i>RTDciv</i> 1988.532
19	92	37	Civ.1, 8 December 1987, <i>Bull. I</i> , No. 343, p. 246, <i>D.</i> 1989, Obs.
20			J. MESTRE
21	92	9	Article 1121 of the French Civil Code
22	94	38	D. MARTIN, « La stipulation de contrat pour autrui », <i>D.</i>
23			1994.145
24	94	39	MALAUURIE, AYNÈS and STOFFEL-MUNCK, <i>op. cit.</i> , No. 816, p.
25			428
26	94	40	D. MAZEAUD, commentary under Civ. 1, 22 May 2008, <i>RDC</i>
27			2008.1135
28			

1	96	9	Article 1901 of the French Civil Code
2	115	41	TERRÉ, SIMLER et LEQUETTE, <i>op. cit.</i> , No. 185, p. 190
3	121	42	LE TOURNEAU and D. KRAJESKI, <i>J.-Cl. Contrats-Distribution</i> ,
4			Fasc. 200: Contrat “intuitu personæ”, N° 32 to 45
5	121	43	MALAUURIE, AYNÈS and STOFFEL-MUNCK, <i>op. cit.</i> , No. 420, p.
6			203
7	122	44	LE TOURNEAU and KRAJESKI, <i>op. cit.</i> , N° 2
8	123	45	LE TOURNEAU and KRAJESKI, <i>op. cit.</i> , N° 46 to 61
9	124	45	LE TOURNEAU and KRAJESKI, <i>op. cit.</i> , N° 52
10	124	46	J. SCHMIDT-SZALEWSKI and J.-L. PIERRE, <i>Droit de la propriété</i>
11			<i>industrielle</i> , 4th ed., Litec 2007, No. 274, p. 110
12	124	47	POLLAUD-DULIAN, <i>La propriété industrielle</i> , Economica 2010,
13			No. 695, p. 366
14	124	48	J.-J. BURST, <i>J.-Cl. Brevets</i> , Fasc. 4740: License de brevet.
15			Effets du contrat de license. Fin du contrat de license, No. 132
16	129	49	LE TOURNEAU and KRAJESKI, <i>op. cit.</i> , N° 16

**Prof. Libchaber Declaration of January 9, 2012
in Support of Samsung's Reply Memorandum**

Libchaber Paragraph #	Exhibit #	Reference
12, 22, 30	30	Article L. 613-8 § 5 of the Intellectual Property Code
22	50	Fr. Terré, Ph. Simler and Y. Lequette, <i>Les obligations</i> , 10 th ed., Dalloz 2009, No. 73, p. 85
25	12	Reboul, <i>J.-Cl. Brevets</i> , Fasc. 4740; Licence de brevet. Formation du contrat. Conclusion du contrat, No. 40

1	31	51	J.-J. Burst, Breveté et licencié. Leurs rapports juridiques dans
2			le contrat de license, Pref. D. Bastian, Litec 1970, No. 19, p.
3			20
4	32	12	Reboul, J.-Cl. Brevets, Fasc. 4740; Licence de brevet.
5			Formation du contrat. Conclusion du contrat, No. 67
6	32	52	J. Schmidt-Szalewski and J.-L. Pierre, Droit de la propriété
7			industrielle, 4th ed., Litec 2007, No. 273, p. 109
8	32	46	Schmidt-Szalewski and Pierre, <i>op. cit.</i> , No. 274, p. 110
9	32	9	Article 1708 of the French Civil Code
10	33	47	Pollaud-Dulian, La propriété industrielle, <i>Economica</i> , No. 694,
11			p. 366
12	33	53	J. Azema and J.-Chr. Galloux, Droit de la propriété
13			industrielle, 6th ed., Dalloz 2006, No. 485 ¹ , p. 298
14	34	54	N. Binctin, Droit de la propriété intellectuelle, LGDJ 2010,
15			No. 877, p. 549
16	39	55	M. Planiol and G. Ripert, <i>Droit civil français</i> , ch. X, <i>Contrats</i>
17			<i>civils</i> , LGDJ 1956, by Fr. Givord et A. Tunc, No. 470, p. 602
18	40	56	P. A. Fenet, <i>Travaux préparatoires du Code civil</i> , Ch. 14, p.
19			312
20	40	57	G. Baudry-Lacantinerie, <i>Précis de droit civil</i> , Ch. 3, 7th ed.
21			1900, No. 646, p.387 ²
22	40	58	A. Boistel, note under Pau, 22 March 1898, DP 1900.2.97
23	43	59	Pollaud-Dulian, <i>cit. op.</i> , No. 701, p. 369
24	48	60	Civ. 3, 22 February 1967, <i>Bull. III</i> , No 87, p. 83
25	48-49	61	A. Laude, <i>La reconnaissance par le juge de l'existence d'un</i>
26			
27			
28			

¹ Incorrectly stated as No. 284

² Incorrectly stated as No. 658, p. 417.

1		<i>contrat</i> , Pref. J. Mestre, PUAM 1992, No. 322, p. 204	
2		Laude, <i>cit. op.</i> , No. 331, p. 211	
3		Laude, <i>op. cit.</i> , No. 332, p. 212	
4		Laude, <i>op. cit.</i> , No. 338, p. 217	
5	54	9	Article 1134 of the French Civil Code
6		62	Certificates of Translation

8 DATED: May 13, 2012

Respectfully submitted,

9 QUINN EMANUEL URQUHART &
10 SULLIVAN, LLP

12 By Victoria F. Maroulis

13 Charles K. Verhoeven

14 Kevin P.B. Johnson

15 Victoria F. Maroulis

16 Michael T. Zeller

17 Attorneys for SAMSUNG ELECTRONICS CO.,

18 LTD., SAMSUNG ELECTRONICS AMERICA,

19 INC. and SAMSUNG

20 TELECOMMUNICATIONS AMERICA, LLC