

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Case No. 1:10cv023580-Civ-UU

MOTOROLA MOBILITY, INC.,

Plaintiff,

v.

APPLE INC.,

Defendant.

JURY TRIAL DEMANDED

APPLE INC.,

Counterclaim Plaintiff,

v.

MOTOROLA, INC. and
MOTOROLA MOBILITY, INC.,

Counterclaim Defendants.

APPLE'S NOTICE OF DEPOSITION OF MOTOROLA MOBILITY, INC.

PLEASE TAKE NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, Apple Inc. ("Apple") will take the deposition of Motorola Mobility, Inc. ("Mobility") on July 29, 2011 at 9:00 a.m. at the offices of Weil, Gotshal & Manges, LLP, 201 Redwood Shores Parkway, Redwood Shores, CA 94065, or at such other time and place as the parties mutually agree. The deposition will continue from day to day until completed, Saturdays, Sundays, and holidays excepted.

The deposition will be taken before a court reporter or other person authorized by law to administer oaths, and it will be recorded by stenographic means and/or videotape. The deposition will be taken for the purpose of discovery, for use in summary judgment briefing or at trial in this matter, and for any other purpose permitted under the Federal Rules of Civil Procedure. The scope of this deposition will likely include questions relating to information that has been designated “Confidential Business Information” as that term is defined in the Protective Order for this action.

Pursuant to Rule 30(b)(6), Defendants shall designate a witness or witnesses to appear and testify at the taking of a deposition on each of the topics set forth below. Mobility shall identify the person(s) who will testify on its behalf pursuant to this notice and the matter(s) about which each person will testify no less than five calendar days prior to the date of their deposition. To the extent that Mobility intends to rely on any documents or information not yet produced in this Investigation, those documents or that information shall be produced no less than five calendar days prior to the date for the expected testimony.

DEFINITIONS

A. **“You,” “Your,” “Mobility,” and “Motorola Mobility”** is defined to mean and refer to Defendant Motorola Mobility, Inc. and all of its corporate locations, and all predecessors, subsidiaries, parents, and affiliates, including without limitation Motorola SpinCo Holdings Corp., and all past or present directors, officers, agents, representatives, employees, consultants, attorneys, entities acting in joint-venture or partnership relationships with the aforementioned entities, and others acting on their behalf.

B. **“Motorola Solutions”** is defined to mean and refer to Defendant Motorola Solutions, Inc. and all of its corporate locations, and all predecessors, subsidiaries, parents, and affiliates, including without limitation Motorola, Inc., the Mobile Devices segment of Motorola, Inc., and all past or present directors, officers, agents, representatives, employees, consultants, attorneys, entities acting in joint-venture or partnership relationships with the aforementioned entities, and others acting on their behalf.

C. **“Apple”** shall mean Plaintiff Apple Inc. and its predecessor, Apple Computer Inc., and including without limitation all of its corporate locations, and all predecessors, subsidiaries, parents, and affiliates, and all past or present directors, officers, agents, representatives, employees, consultants, attorneys, entities acting in joint-venture or partnership relationships with Apple, and others acting on behalf of Apple.

D. **“Action”** shall mean the above-captioned case pending before the United States District Court for the Southern District of Florida, entitled *Motorola Mobility, Inc. v. Apple Inc.* and *Apple Inc. v. Motorola Mobility, Inc. and Motorola Inc.*, Case No. 1:10cv023580-Civ-UU.

E. **“Apple Patent(s)-in-Suit”** shall mean, individually and collectively, U.S. Patent Nos. 5,583,560, 5,594,509, 5,621,456, 6,282,646, 7,380,116, and 7,657,849.

F. **“Apple Asserted Claim(s)”** shall mean, individually and collectively, the claims of the Apple Patents-in-Suit identified in Apple’s Supplemental Response to Interrogatory No. 6, served May 18, 2011.

G. **“Motorola Accused Set-Top Box(es)”** shall mean all set-top boxes, including but not limited to DVR boxes, that provide or operate in conjunction with an

interactive user interface for managing or selecting programs or services (*e.g.*, TV programs or DVR functions), and associated hardware, including remote control devices, and software, including user interfaces and other application software designed for use on, and loaded onto, such devices that are designed, made, used, developed, researched, tested, sold, offered for sale, manufactured, or imported by or at the direction of You, including but not limited to: DCT700, DCT2500, DCT3400, DCT3412, DCT3080, DCT6200, DCT6208, DCT6400, DCT6412, DCX700, DCX3200, DCX3200 P2, DCX3400, DCH70, DCH100, DCH200, DCH3200, DCH3416, DCH6200, DCH6416, DTA100, QIP2500, QIP2708, QIP6200, QIP6416, QIP7100, and QIP7216.

H. “**Motorola Accused Mobile Device(s)**” shall mean all electronic mobile devices, such as smartphones, with 1) display output capabilities or 2) user interface elements to unlock functionality (*e.g.*, icons or patterns displayed on a touch-sensitive screen), and associated hardware and software, including operating systems, user interfaces and other application software designed for use on, and loaded onto, such devices that are designed, made, used, developed, researched, tested, sold, offered for sale, manufactured, or imported by or at the direction of You, including but not limited to: the Atrix, Bravo, Backflip, Charm, Citrus, Cliq, CliqXT, Cliq2, Defy, Devour, Droid, Droid 2, Droid 2 Global, Droid X, Droid Pro, Flipout, Flipside, i1, and Xoom.

I. “**Motorola Accused Product(s)**” shall mean, individually and collectively, Motorola Accused Set-Top Box(es) and Motorola Accused Mobile Device(s).

J. “**Motorola Patent(s)-in-Suit**” shall mean, individually and collectively, U.S. Patent Nos. 5,710,987, 5,765,119, 5,958,006, 6,008,737, 6,101,531, and 6,377,161.

K. “**Motorola Asserted Claim(s)**” shall mean, individually and collectively, the claims of the Motorola Patents-in-Suit identified in Motorola’s Preliminary Infringement Contentions, served May 18, 2011.

L. “**Apple Accused Product(s)**” shall mean the Apple products identified in Motorola’s Preliminary Infringement Contentions, served May 18, 2011.

M. “**Related Patent(s)**” shall include but are not limited to patents issuing directly or indirectly from any ancestor, continuation, continuation-in-part, divisional or reissue application, any U.S. or foreign pending patent applications, abandoned or expired patent application or issued patent that claims priority from the Apple Patents-in-Suit or Motorola Patents-in-Suit or from any reissue, interference, reexamination, opposition, cancellation, or nullity proceedings regarding any such patents or the applications thereof.

N. “**Prior Art**” means any patent, publication, device, or activity which may fall within the scope of 35 U.S.C. §§ 102 and/or 103.

O. “**Person**” shall mean any natural person or any business, proprietorship, firm, partnership, corporation, association, organization, or other legal entity. The acts of a Person shall include the acts of directors, officers, owners, members, employees, agents, attorneys, or other representatives acting on the Person’s behalf.

P. “**Document**” shall be construed under the broadest possible construction under the Federal Rules of Civil Procedure and shall include without limitation any written, recorded, graphic, or other matter, whether sent or received or made or used internally, however produced or reproduced and whatever the medium on which it was produced or reproduced (whether on paper, cards, charts, files, or printouts; tapes, discs, belts, video tapes, audiotapes, tape recordings, cassettes, or other types of voice recording

or transcription; computer tapes, databases, e-mails; pictures, photographs, slides, films, microfilms, motion pictures; or any other medium), and any other tangible item or thing of readable, recorded, or visual material of whatever nature including without limitation originals, drafts, electronic documents with included metadata, and all non-identical copies of each document (which, by reason of any variation, such as the presence or absence of handwritten notes or underlining, represents a distinct version).

Q. “**Thing**” shall be construed under the broadest possible construction under the Federal Rules of Civil Procedure.

R. “**Communication**” shall mean any transmission of information in any context or situation by or between two or more persons by any means or medium whatsoever, whether in the form of an original, a draft, or a copy, whether stored in hard copy, electronically or digitally, or on tape, either orally or in writing, including but not limited to conversations; correspondence; electronic mails; telexes; facsimile transmissions; telecopies; recordings in any medium of oral, written, or typed communications; telephone or message logs; notes or memoranda relating to written or oral communications; and any translation thereof.

S. “**Information**” shall mean information in any form, including but not limited to documentary, electronic, graphical, or tabular, and communicated by any means, including but not limited to orally, in writing, or via electronic communication.

T. “**Identify**” and “**Identity**” shall each mean:

(a) as applied to an individual, to state the individual’s full name, present or last known address and telephone number, present or last known employer, present or last known business address and telephone number, present and prior employment

positions and corresponding dates of such positions, and a description of his present employment responsibilities;

(b) as applied to a Person other than a natural person (including but not limited to any business or other entity), to state the entity's full name, place and date of incorporation or formation, principal place of business or activity, and the identity of the natural persons within that entity having knowledge of the matter with respect to which that entity is named;

(c) as applied to a Document (whether or not any claim of privilege is made in respect thereof), to state the type of Document, the date of creation of the Document, the date of communication of the Document, the names and Identities of the individuals who drafted, authored, or signed the Document or to whom a copy thereof was addressed or sent, a summary of the subject matter of the Document, the number of pages of the Document, the present whereabouts of the Document, including without limitation all originals and copies, and the name and address of the present or last-known custodian of the Document;

(d) as applied to a Thing (including without limitation any products manufactured, developed, or sold by Motorola), to state the date that the Thing was first introduced for sale, the date of the Thing's first sale, all versions, parts, or revision numbers or codes, all product names, and all team names or project titles used in connection with the design, development, testing, or engineering of that product;

(e) as applied to a process, to state the date that the process was first used, the date the products or goods made by the process were first sold, all numbers or codes used to refer to the process, including but not limited to process revision numbers or

codes, all process names, and all team names or project titles used in connection with the design, development, testing, or engineering of that process; or

(f) as applied to a Communication, to state the type of Communication, the date and the parties to such Communication, and if such Communication has been recorded in documentary form, to identify all Documents recording such Communication.

U. **“Relate to,” “Related to,” “Relating to,” or “Concerning”** shall mean in whole or in part constituting, containing, embodying, reflecting, describing, involving, supporting, contradicting, evidencing, analyzing, identifying, mentioning, stating, referring directly or indirectly to, dealing with, or in any way pertaining to.

V. Except where the context does not permit, the term **“including”** shall be without limitation.

W. Except where the context does not permit, the terms **“and”** and **“or”** shall be both conjunctive and disjunctive.

X. Except where the context does not permit, the terms **“each”** and **“any”** shall mean any and all.

TOPICS

1. The structure, function, operation, uses, and features of (1) each Motorola Accused Product and (2) each product that You contend embodies or has ever embodied the subject matter of any Motorola Asserted Claim.
2. Identification of all software, firmware, and/or source code comprising all or part of, or used by or for the operation of any Motorola Accused Product,

including but not limited to the name and location of each software, firmware and/or source code file.

3. Internal or external Communications regarding the structure, function, operation, uses, and features of each Motorola Accused Product.
4. The conception, reduction to practice, design, research, and development of (1) each Motorola Accused Product and (2) each product that You contend embodies or has ever embodied the subject matter of any Motorola Asserted Claim.
5. Information contained in schematics, drawings, and design documents for each Motorola Accused Product.
6. The type of and amount of costs incurred by You in the research and development of each Motorola Accused Product.
7. The Person(s) involved in and most knowledgeable about any research, development, testing, prototyping, or experiments relating to any of the Motorola Accused Products.
8. The manufacture, fabrication, prototyping, testing, and assembly of (1) each Motorola Accused Product and (2) each product that You contend embodies or has ever embodied the subject matter of any Motorola Asserted Claim.
9. The sales, importation, exportation and distribution of (1) each Motorola Accused Product and (2) each product that You contend embodies or has ever embodied the subject matter of any Motorola Asserted Claim.

10. Your agreements with third parties concerning the supply, manufacture, production, assembly, or importation of each Motorola Accused Product or portion thereof.
11. The marketing and promotion efforts regarding the features, performance, attributes, or characteristics of (1) each Motorola Accused Product and (2) each product that You contend embodies or has ever embodied the subject matter of any Motorola Asserted Claim.
12. Any competitive analysis, whether formal or informal, involving comparisons between the Motorola Accused Products and products of other companies, including but not limited to Apple.
13. Your gross profits, gross margin, net income and net profits before taxes for the Motorola Accused Products from 2004 to the present.
14. Your expected, projected, or anticipated future sales revenue, costs, and profits from the Motorola Accused Products.
15. Financial documents maintained by You.
16. Your accounting methods, forms, reports, and internal terminology for compiling, maintaining, and analyzing financial data from 2004 to the present, including those relating to plans, budgets, forecasts, and financial reports on a company-wide basis and specifically for the Motorola Accused Products.
17. The manner by which You determined the prices, quantities, features, performance goals, attributes, and other characteristics of the Motorola Accused Products, including but not limited to the factors that contributed thereto.

18. The date, manner, and circumstances of Your first awareness of the Apple Patents-in-Suit, including but not limited to Your reaction to the Apple Patents-in-Suit, including any steps You took to avoid infringement of the Apple Patents-in-Suit, including design-arounds or other modifications to the Motorola Accused Products, any other steps You took in response to learning of the existence of the Apple Patents-in-Suit, and any related communications.
19. All efforts undertaken by You to design around or otherwise avoid infringement of any of the Apple Asserted Claims.
20. Any testing, analysis, consideration, or evaluation conducted by You or anyone acting on Your behalf to determine whether, or that may have revealed whether, any Motorola Accused Products infringe any of the Apple Patents-in-Suit.
21. Any affidavit, declaration, or other sworn testimony that summarizes, describes or refers to the Motorola Accused Products.
22. The personnel and employment history for each of the named inventors of the Motorola Patents-in-Suit.
23. The conception of the alleged invention(s) claimed in the Motorola Patents-in-Suit.
24. Any and all efforts towards reducing to practice the alleged invention(s) claimed in the Motorola Patents-in-Suit.
25. Any actual reduction to practice of the alleged invention(s) claimed in the Motorola Patents-in-Suit.

26. The nature and extent of any involvement or contribution of any person(s) other than the named inventors in conception, diligence towards reduction to practice, and/or reduction to practice of the alleged invention(s) claimed in the Motorola Patents-in-Suit.
27. The preparation, filing, and/or prosecution of the Motorola Patents-in-Suit and any Related Patents, including reissue, interference, reexamination, opposition, cancellation, and/or nullity proceedings.
28. The scope, methodology (including identification of search terms), and results of any prior art searches or analysis related to the Motorola Patents-in-Suit and any Related Patents conducted by You, Your prosecuting attorneys, or anyone substantially involved with the prosecution of the Motorola Patent-in-Suit, whether prior to the issuance of the respective Motorola Patents-in-Suit or since that time.
29. Prior art to the alleged invention(s) of the Motorola Patents-in-Suit and any Related Patents, known at any time by You, Your prosecuting attorneys, or anyone substantially involved with the prosecution of the Motorola Patents-in-Suit, whether prior to the issuance of the respective Motorola Patents-in-Suit or since that time.
30. The initial offer for sale, initial manufacture, initial use, initial sale, initial public use, initial shipment, initial announcement, initial disclosure, initial offer to license, and initial publication of each embodiment of the alleged invention(s) of the Motorola Patents-in-Suit.

31. The level of ordinary skill that You allege pertains to each of the Motorola Patents-in-Suit.
32. The state of the art concerning the alleged invention(s) of each Motorola Patent-in-Suit at the time the respective alleged invention(s) were conceived and/or reduced to practice, including any perceived need in the industry for the alleged invention(s) of the Motorola Patents-in-Suit.
33. The benefits of the alleged invention(s) of each of the Motorola Patents-in-Suit over the prior art.
34. Any commercial success attributed by You to each of the Motorola Asserted Claims, including but not limited to Your sales, profitability, advertising, and use of the alleged invention(s) disclosed by each of the Motorola Asserted Claims.
35. The existence of any secondary considerations (as described in *Graham v. John Deere Co.*, 383 U.S. 1 (1966)) other than commercial success, such as long-felt need, failure of others, industry recognition, or copying, etc. of the subject matter of the Motorola Patents-in-Suit.
36. The availability of non-infringing alternatives or lack thereof to the products and devices alleged to practice the subject matter of each Motorola Asserted Claim.
37. Each mode of practicing the subject matter of each Motorola Asserted Claim.
38. Any product, device, apparatus, method, process, system, or technology other than the Apple Accused Products that You believe is, was, may be, or may have been infringing the Motorola Patents-in-Suit or Related Patents in any

other lawsuit, judicial proceeding, administrative proceeding, arbitration, or other adverse proceeding

39. Any lawsuit, judicial proceeding, arbitration, patent interference proceeding, appeal proceeding, reissue, or reexamination proceeding, or patent opposition, cancellation, or nullity proceeding concerning the Motorola Patents-in-Suit.
40. Your patent policies or practices regarding licensing and/or sublicensing of Your Patent Portfolio.
41. Your actual and expected revenues from licensing and/or sublicensing of the Motorola Patents-in-Suit.
42. Agreements, including but not limited to licenses, between You and any Person concerning the Motorola Patents-in-Suit or the Motorola Accused Products.
43. Any offers to license or notice letters written by You to any Person concerning the Motorola Patents-in-Suit.
44. The marking of any product or related materials with the patent number of any of the Motorola Patents-in-Suit by You or any licensee to the Motorola Patents-in-Suit.
45. Any meeting of Your board of directors during which the Apple Patents-in-Suit, Motorola Patents-in-Suit, this Action, or any Accused Apple Product was discussed or considered.
46. Any testing, analysis, consideration, or evaluation conducted by or on behalf of You, Your counsel, or anyone else acting on Your behalf to determine

whether, or that may have revealed whether, any Apple Accused Products infringe any of the Motorola Asserted Claims.

47. Your first knowledge of Apple's alleged infringement of the Motorola Patents-in-Suit.
48. Any notice given to Apple prior to the filing of this Action reflecting Your belief that Apple was, is, or may be infringing the Motorola Patents-in-Suit.
49. Any communications between you and Apple concerning the Apple Patents-in-Suit or the Motorola Patents-in-Suit that occurred prior to the filing of the instant lawsuit.
50. Communications between You and any Person concerning the Apple Patents-in-Suit or the Motorola Patents-in-Suit.
51. Communication between You and any Person concerning whether the Motorola Patents-in-Suit are invalid, unenforceable, or not infringed by Apple.
52. The fifteen factors set forth in *Georgia-Pacific Corp. v. U.S. Plywood-Champion Papers, Inc.*, 318 F. Supp. 1116, 1120 (S.D.N.Y. 1970) as they apply to Your claim for damages in this Action.
53. All facts and circumstances relied on by You to support the allegations stated in any pleading served in this Action.
54. All Communications between You and Apple as they relate to the Apple Patents-in-Suit, the Motorola Patents-in-Suit, the Apple Accused Products, the Motorola Accused Products, or this Action.

55. All cable service providers that have entered into any license, service, or other agreements with Motorola and Motorola's relationship with each such cable service provider.
56. The research, engineering, design, development, implementation, revision, support, or provision of any version of the interactive program guides running on each of the Motorola Accused Set-Top Boxes.
57. The microchip(s), microprocessor(s), microcontroller(s), chipset(s) or other component(s) that implements, supports, or provides interactive program guide functions on each of the Motorola Accused Set-Top Boxes, including without limitation any mechanisms for obtaining television programming information from a source signal, television programming listing displays, picture-in-picture displays, picture-in-picture jumping mechanisms, program reminder mechanisms, program marking mechanisms, and recording mechanisms.
58. The software, firmware, or other source code used to implement, support, or provide interactive program guide functions on each of the Motorola Accused Set-Top Boxes, including without limitation any mechanisms for obtaining television programming information from a source signal, television programming listing displays, picture-in-picture displays, picture-in-picture jumping mechanisms, program reminder mechanisms, program marking mechanisms, and recording mechanisms.
59. The operation of the user interface for locking or unlocking the touch screen of each Motorola Accused Mobile Device, including (i) the conditions under

which the touch screen becomes locked; (ii) the way(s) in which a user may unlock a locked touch screen; (iii) any graphical elements presented by the user interface when the touch screen is locked; (iv) whether such graphical element(s) are interactive and, if so, how a user may interact with such graphical element(s); and (v) any of the aforementioned locking or unlocking functionalities.

60. The software, firmware, or other source code used by any Motorola Accused Mobile Device, including without limitation Droid X, Atrix, and Xoom, that (i) detects the addition or removal of additional devices or peripherals; (ii) detects the addition or removal of additional display devices; or (iii) allocates video output between the built-in display and additional display devices.
61. The software, firmware, or other source code used by any Motorola Accused Mobile Device, including without limitation Droid X, Atrix, and Xoom, that implements the Webtop and (HD) Entertainment Center applications.
62. The file name(s) and directory location(s) for the source code referenced in Topics 58-61.
63. The corporate and personnel structure of Motorola Mobility.
64. Your policies, practices, and procedures for the retention, preservation, and destruction of Documents (including electronic documents and e-mails) related to the foregoing deposition topics, including the actual steps taken to retain and preserve documents relevant to this Action as well as the location, organization, and custodians of such Documents.

65. The identity, locations, titles, and job descriptions of the persons most knowledgeable about each the foregoing deposition topics.
66. The identity and location of all persons, documents, and things consulted, reviewed, communicated with or relied upon in preparing to testify about each of the foregoing topics.

Dated: June 24, 2011

WEIL, GOTSHAL & MANGES LLP

By: /s/ Jill J. Ho

Jill J. Ho
Attorneys for Apple Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 24, 2011, I served the foregoing document via electronic mail on all counsel of record identified on the attached Service List.

/s/ Jill Ho
Jill Ho

SERVICE LIST
Motorola Mobility, Inc. versus Apple Inc.
Case No. 1:10cv023580-Civ-UU
United States District Court, Southern District of Florida

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