

EXHIBIT O

Issued by the
UNITED STATES DISTRICT COURT
Southern District of New York

Motorola Mobility, Inc.,
Plaintiff,

v.

Apple, Inc.,
Defendant.

Apple Inc.,
Counterclaim Plaintiff,

v.

Motorola, Inc. and Motorola Mobility, Inc.,
Counterclaim Defendants.

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SUBPOENA IN A CIVIL CASE

Case No. 1:10cv023580-Civ-UU

Pending in Other Jurisdiction:

U.S.D.C. – Southern District of Florida

TO:

Time Warner Cable, Inc.
c/o Legal Department
60 Columbus Circle, 17th Floor
New York, NY 10023

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case pursuant to Rule 30(b)(1) of the Fed. R. Civ. P. The deposition will be recorded by video and stenographic means.

PLACE OF DEPOSITION
Weil, Gotshal & Manges, LLP,
767 Fifth Avenue, New York, New York 10153

DATE AND TIME
December 5, 2011
9:00 a.m.

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below: **See Exhibit A**

PLACE
Weil, Gotshal & Manges, LLP,
767 Fifth Avenue, New York, New York 10153

DATE AND TIME
November 28, 2011
9:00 a.m.

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure. 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE


ATTORNEY FOR DEFENDANT APPLE INC.

DATE

November 3, 2011

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Jill J. Ho
Weil, Gotshal & Manges LLP, 201 Redwood Shores Parkway, Redwood Shores, CA 94065 U.S.A.
(650) 802-3000

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED ON (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:

(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause ©(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to

protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) CONTEMPT.

Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

EXHIBIT A TO TIME WARNER CABLE'S SUBPOENA

I. Definitions and Instructions

The following definitions and instructions shall apply to these requests:

1. The terms "You," "Your," or "Time Warner Cable" shall mean Time Warner Cable, Inc., and any and all past and present parent, sister, affiliate, subsidiary, partnership, joint venture, predecessor-in-interest, successor-in-interest, division, department, corporate subunit, or other business entity; and any and all past and present officers, directors agents, employees, consultants, attorneys, and other persons or entities acting or purporting to act on behalf of any of the foregoing.

2. The term "Apple" shall mean 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.

3. The term "Motorola Solutions" is defined to mean and refer to Motorola Solutions, Inc. and all of its corporate locations, and all predecessors, subsidiaries, parents, and affiliates, including without limitation 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.

4. The term "Motorola Mobility" shall mean and refer to 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.

5. The term "Motorola" shall mean Motorola, Inc. and Motorola Mobility, Inc., and all of their 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.

6. "Motorola Accused Set-Top Box System(s)" 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, interactive programming guides, 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 Motorola, including but not limited to: DCT700, DCT2500, DCT3400, DCT6412, DCT3080, DCT6200, DCT6208, DCT6400, DCT6412, DCX700, DCX3200, DCX3200 P2, DCX3400, DCX 3501-M, DCH70, DCH100, DCH200, DCH3200, DCH3416, DCH6200, DCH6208, DCH6412, DCH6416, DTA100, QIP2500, QIP2708, QIP6200, QIP6412, QIP6416, QIP7100, QIP7216, and DRC800.

7. The term "Software" means all forms of code, including Source Code, object code, firmware, compiled code, byte code, interpreted code, any form of code stored in any storage.

8. The term "Software Module" means a logical grouping of Source Code, including but not limited to frameworks, libraries, application programming interfaces, layers, components, and services.

9. The term "action" is defined to 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 Inc. and Motorola Mobility Inc., Case No. 1:10cv023580-Civ-UU.

10. The term "Apple Patent(s)-in-Suit" shall mean, individually and collectively, 5,583,560, 5,594,509, and 5,621,456.

11. The term "all" shall mean "any and all," so as to bring within the scope of the requests herein all documents and things that otherwise might be construed to be outside its scope.

12. The terms "and" as well as "or" shall be construed disjunctively or conjunctively as necessary to bring within the scope of a request all information that might otherwise be construed to be outside its scope

13. The terms "any" or "each" should be understood to include and encompass "all."

14. The terms "communication" and "correspondence" are used in a comprehensive sense, and mean, refer to, and include any instance in which any person has had contact with any other person including by any oral or written utterance, question, comment, inquiry, notation, or statement of any nature whatsoever, by and to whomsoever made, including (but not limited to) writings, documents, correspondence, conversations, dialogues, discussions, interviews, consultations, agreements, and understandings.

15. The terms "concern," "concerning," "evidencing," "relating to," "relate," "relates to," "related to," "referring or relating to," "referring to," "regarding," "comprising," "comprise," and "refer or relate to" mean, in whole or in any part, alluding to, responding to, concerning, relating to, connected with, involving, commenting on, in respect of, about, associated with, discussing, evidencing, showing, describing, reflecting, analyzing, summarizing, memorializing, consisting of, constituting, identifying, stating, tending to support, tending to discredit, referring to, or in any way touching upon.

16. The terms "Document" and "Documents" shall be construed under the broadest construction under the Federal Rules of Civil Procedure, and shall include any reduction

of communication, information, or data to tangible form, including computer or magnetic memory or storage, and any written, recorded, or filmed graphic matter of any kind or nature, however produced or reproduced, including originals, drafts, or non-identical copies, wherever located. The term "documents" shall include (but is not limited to) books, contracts, agreements, correspondence, computer tapes, discs, printouts, keypunch cards, e-mail entries, memoranda, diaries, notes, reports, bulletins, printed forms, telegraphic communications, pleadings and other legal papers, notes, telexes, telegrams, telecopies, facsimile reproductions or "faxes," factual compilations, data compilations, statistical compilations, plans, diagrams, journals, change orders, studies, surveys, sketches, art work, graphics, checks ledgers, catalogues, brochures, pamphlets, press releases, advertisements, invoices, minutes, photographs, microfilms, microfiche, films, personnel files, quotes, stenographic notes, computer discs, telephone records, schedules, bids, voice recordings, transcriptions, and television commercial photoboards. This definition shall apply to all documents on the particular subject in your possession, custody, or control, or that of your attorneys, agents, employees, officers, directors, or representatives, irrespective of who generated, prepared, or signed the documents. The term "document" or "documents" shall also include all attachments, appendices and enclosures to the document.

17. The term "Thing" shall be construed under the broadest possible construction under the Federal Rules of Civil Procedure.

18. The terms "or" and "including," and similar words of guidance, are merely intended as guidance and should not be construed as words of limitation; the word "or," for example, shall include the word "and," as appropriate, and the word "including" shall not be used to limit any general category description that precedes it.

19. The term "Person" means, refers to, and includes any natural individual in any capacity whatsoever, and all entities of every description, including but not limited to, associations, organizations, companies, partnerships, joint ventures, corporations, trusts, and estates, and all divisions, departments, and other such units thereof or therein.

20. You are required to respond to these requests for production drawing upon all materials in your actual or constructive possession, custody, or control, including materials that you have a right to secure from any other source. These sources include (but are not limited to) your attorneys, agents, officers, and employees.

21. In the event that you make a proper and timely objection to any individual document production request or a portion thereof, please respond to all portions of that request that do not fall within the ambit of your objection.

22. Documents from any single file should be produced in the same order they were found in such file. If copies of documents are produced in lieu of the originals, such copies should be legible and bound or stapled in the same manner as the original.

23. For any document request that is objected to on the ground of privilege, the work product doctrine or any other purported privilege or immunity from discovery or right of privacy, please provide the following information: (a) the basis for the objection sufficient to establish the privilege or doctrine asserted; (b) a brief identification and description of the withheld document, to the extent it can be done without violating such privilege or doctrine, including:

- (i) the type of document (*e.g.*, letter, memorandum, notes, reports, etc.);
- (ii) date;
- (iii) title;
- (iv) subject matter;
- (v) name(s) of author or signer; and
- (vi) name(s) of all recipients.

24. If you object that a term or phrase is vague, ambiguous, or indefinite then provide your understanding of the term or phrase and respond accordingly.

25. These requests include all attachments to the specifically described documents, along with envelopes, explanatory notes, memoranda and all other such material that

accompanied the document. If the specific document requested elicited a response, that response is included in the category of requested documents. If the document itself was a response, the document to which it is responding is included in the category of requested documents.

26. The past tense shall be construed as the present tense or the future tense, and the future tense as the present or past tense, so as to bring within the scope of the requests herein all documents or writings that might otherwise be construed to be outside the scope.

II. Topics for Examination

1. Communications between You (or anyone acting on Your behalf) and Motorola (or anyone acting on behalf of Motorola) regarding any of the Apple Patents-in-Suit or any litigation involving both Apple and Motorola, including but not limited to this action.
2. Communications between You (or anyone acting on Your behalf) and Motorola (or anyone acting on behalf of Motorola) regarding the Motorola Accused Set-Top Box Systems.
3. Any agreement, contract, license, understanding, or arrangement between You and Motorola concerning any Motorola Accused Set-Top Box Systems, including but not limited to any exclusivity agreements.
4. All payments made by You to Motorola, or received by You from Motorola, related to any Motorola Accused Set-Top Box Systems since June 22, 1993.
5. Any plan or attempt to design any Motorola Accused Set-Top Box Systems to avoid infringement of the Apple Patents-in-Suit.
6. All set-top boxes sold, leased, rented, or otherwise offered by You to Your customers since June 22, 1993, including at least the make, model, and manufacturer of each such set-top box.
7. All Software installed on the Motorola Accused Set-Top Box Systems offered by You to Your customers, including without limitation interactive programming guide and remote control software.
8. For each Software identified in Topic 7: (i) the author(s) of the Software; (ii) the version of the Software; (iii) the function(s) of the Software; and (iv) whether the Software was installed by You, Motorola, or another Person.
9. Any design, development, modification, implementation, testing, or maintenance by You, alone or in collaboration with Motorola or any other Person, of any Motorola Accused Set-Top Box Systems, including without limitation the nature of any collaboration and the identities and responsibilities of all Persons involved.

10. All remote controls offered by You to Your customers and intended by You to operate with any Motorola Accused Set-Top Box Systems since June 22, 1993, including without limitation the make, model, and manufacturer of each such remote control.

11. The proportion of each Motorola Accused Set-Top Box System sold, leased, rented, or otherwise offered to Your customers since June 22, 1993 as compared to all set-top boxes sold, leased, or otherwise offered to Your customers since that date.

12. Promotions and sales, planning and strategy, focus group information, press releases, market analyses, analyst reports, and competitive analyses specifically relating to each Motorola Accused Set-Top Box System.

13. Any advice, guidance, instruction, service, assistance, or other contribution provided by You to Motorola or any other Person, or received by you from Motorola or any other Person, concerning the Motorola Accused Set-Top Box Systems, including but not limited to instructions, tutorials, how-to guides, manuals, and other instructional or educational resources that You offer publicly or privately.

III. Categories of Documents to be Produced

1. Documents and Things sufficient to describe all communications between You (or anyone acting on Your behalf) and Motorola (or anyone acting on behalf of Motorola) regarding any of the Apple Patents-in-Suit or any litigation involving both Apple and Motorola, including but not limited to this action.
2. Documents and Things sufficient to describe all communications between You (or anyone acting on Your behalf) and Motorola (or anyone acting on behalf of Motorola) regarding the Motorola Accused Set-Top Box Systems.
3. Documents and Things sufficient to describe any agreement, contract, license, understanding, or arrangement between You and Motorola concerning any Motorola Accused Set-Top Box Systems, including but not limited to any exclusivity agreements.
4. Documents and Things sufficient to describe all payments made by You to Motorola, or received by You from Motorola, related to any Motorola Accused Set-Top Box Systems since June 22, 1993.
5. Documents and Things sufficient to describe any plan or attempt to design any Motorola Accused Set-Top Box Systems to avoid infringement of the Apple Patents-in-Suit.
6. Documents and Things sufficient to describe all set-top boxes sold, leased, rented, or otherwise offered by You to Your customers since June 22, 1993, including at least the make, model, and manufacturer of each such set-top box.
7. Documents and Things sufficient to describe all Software installed on the Motorola Accused Set-Top Box Systems offered by You to Your customers, including without limitation interactive programming guide and remote control software.
8. For each Software identified in Topic 7, Documents and Things sufficient to describe: (i) the author(s) of the Software; (ii) the version of the Software; (iii) the function(s) of the Software; and (iv) whether the Software was installed by You, Motorola, or another Person.

9. Documents and Things sufficient to describe any design, development, modification, implementation, testing, or maintenance by You, alone or in collaboration with Motorola or any other Person, of any Motorola Accused Set-Top Box Systems, including without limitation the nature of any collaboration and the identities and responsibilities of all Persons involved.

10. Documents and Things sufficient to describe all remote controls offered by You to Your customers and intended by You to operate with any Motorola Accused Set-Top Box Systems, including without limitation the make, model, and manufacturer number of each such remote control.

11. Documents and Things sufficient to describe, for each Motorola Accused Set-Top Box System, the total number of set-top boxes sold, leased, rented, or otherwise offered to Your customers since June 22, 1993.

12. Documents and Things sufficient to describe the proportion of each Motorola Accused Set-Top Box System sold, leased, rented, or otherwise offered to Your customers since June 22, 1993 as compared to all set-top boxes sold, leased, or otherwise offered to Your customers since that date.

13. Documents and Things sufficient to describe the total number of Motorola-made remote controls offered by You to Your customers for use with, or as a part of, any Motorola Accused Set-Top Box Systems since June 22, 1993.

14. Documents and Things sufficient to describe all promotions and sales, planning and strategy, focus group information, press releases, market analyses, analyst reports, and competitive analyses specifically relating to each Motorola Accused Set-Top Box System.

15. Documents and Things sufficient to describe any advice, guidance, instruction, service, assistance, or other contribution provided by You to Motorola or any other Person, or received by you from Motorola or any other Person, concerning any Motorola Accused Set-Top Box Systems, including but not limited to instructions, tutorials, how-to guides, manuals, and other instructional or educational resources that You offer publicly or privately.

16. Any design specifications supplied by You to Motorola for any hardware aspects of any Motorola Accused Set-Top Box Systems, including without limitation the set-top box and remote control hardware.

17. Any hardware schematics and/or bills of materials supplied by You to Motorola for any Motorola Accused Set-Top Box Systems, including without limitation the set-top box and remote control hardware.