

# EXHIBIT P

**UNITED STATES DISTRICT COURT**  
for the  
Eastern District of Virginia

Motorola Mobility, Inc.	)	
<i>Plaintiff</i>	)	
v.	)	Civil Action No. 1:10cv023580-Civ-UU
Apple Inc.	)	
<i>Defendant</i>	)	(If the action is pending in another district, state where: Southern District of Florida )

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS  
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To: Verizon Services Corporation, Legal Department, 1310 North Courthouse Road, Arlington, VA 22201

**Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and permit their inspection, copying, testing, or sampling of the material: See Exhibit A

Place: Gore Brothers 1025 Connecticut Avenue NW, Suite 1000 Washington, DC 20036	Date and Time:  12/06/2011 9:00 am
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**Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45 (d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date: 11/18/2011

CLERK OF COURT

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

OR

  
\_\_\_\_\_  
*Attorney's signature*

The name, address, e-mail, and telephone number of the attorney representing *(name of party)* Apple Inc.  
Azra Hadzimehmedovic, Tensegrity Law Group LLP, who issues or requests this subpoena, are:  
201 Redwood Shores Pkwy., Suite 401, Redwood Shores, CA 94065  
1-605-802-6055  
Azra@tensegritylawgroup.com

Civil Action No. 1:10cv023580-Civ-UU

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

This subpoena for *(name of individual and title, if any)* Verizon Services Corporation  
was received by me on *(date)* \_\_\_\_\_ .

I served the subpoena by delivering a copy to the named person as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the subpoena unexecuted because: \_\_\_\_\_  
\_\_\_\_\_ .

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also  
tendered to the witness fees for one day's attendance, and the mileage allowed by law, in the amount of  
\$ \_\_\_\_\_ .

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_  
\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

## Federal Rule of Civil Procedure 45 (c), (d), and (e) (Effective 12/1/07)

### (c) Protecting a Person Subject to a Subpoena.

**(1) Avoiding Undue Burden or Expense; Sanctions.** A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The issuing court must enforce this duty and impose an appropriate sanction — which may include lost earnings and reasonable attorney’s fees — on a party or attorney who fails to comply.

#### **(2) Command to Produce Materials or Permit Inspection.**

**(A) Appearance Not Required.** A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

**(B) Objections.** A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing or sampling any or all of the materials or to inspecting the premises — or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

**(i)** At any time, on notice to the commanded person, the serving party may move the issuing court for an order compelling production or inspection.

**(ii)** These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party’s officer from significant expense resulting from compliance.

#### **(3) Quashing or Modifying a Subpoena.**

**(A) When Required.** On timely motion, the issuing court must quash or modify a subpoena that:

**(i)** fails to allow a reasonable time to comply;

**(ii)** requires a person who is neither a party nor a party’s officer to travel more than 100 miles from where that person resides, is employed, or regularly transacts business in person — except that, subject to Rule 45(c)(3)(B)(iii), the person may be commanded to attend a trial by traveling from any such place within the state where the trial is held;

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

**(iv)** subjects a person to undue burden.

**(B) When Permitted.** To protect a person subject to or affected by a subpoena, the issuing court may, on motion, quash or modify the subpoena if it requires:

**(i)** disclosing a trade secret or other confidential research, development, or commercial information;

**(ii)** disclosing an unretained expert’s opinion or information that does not describe specific occurrences in dispute and results from the expert’s study that was not requested by a party; or

**(iii)** a person who is neither a party nor a party’s officer to incur substantial expense to travel more than 100 miles to attend trial.

**(C) Specifying Conditions as an Alternative.** In the circumstances described in Rule 45(c)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

**(i)** shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and

**(ii)** ensures that the subpoenaed person will be reasonably compensated.

### (d) Duties in Responding to a Subpoena.

**(1) Producing Documents or Electronically Stored Information.** These procedures apply to producing documents or electronically stored information:

**(A) Documents.** A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

**(B) Form for Producing Electronically Stored Information Not Specified.** If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

**(C) Electronically Stored Information Produced in Only One Form.** The person responding need not produce the same electronically stored information in more than one form.

**(D) Inaccessible Electronically Stored Information.** The person responding 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 for a protective order, the person responding must show that the information 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) Claiming Privilege or Protection.**

**(A) Information Withheld.** A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

**(i)** expressly make the claim; and

**(ii)** describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

**(B) Information Produced.** If information produced in response to a subpoena 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; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information to the court under seal for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

**(e) Contempt.** The issuing court may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena. A nonparty’s failure to obey must be excused if the subpoena purports to require the nonparty to attend or produce at a place outside the limits of Rule 45(c)(3)(A)(ii).

## **EXHIBIT A TO VERIZON SUBPOENA**

### **I. Definitions and Instructions**

The following definitions and instructions shall apply to these requests:

1. The terms "You," "Your," or "Verizon" shall mean Verizon Services Corporation, 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. 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.