

# EXHIBIT J

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

**Case No. 1:10cv023580-Civ-RNS**

MOTOROLA MOBILITY, INC.,

Plaintiff,

v.

APPLE INC.,

Defendant.

**JURY TRIAL DEMANDED**

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APPLE INC.,

Counterclaim Plaintiff,

v.

MOTOROLA, INC. and  
MOTOROLA MOBILITY, INC.,

Counterclaim Defendants.

**APPLE'S THIRD 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 February 16, 2012 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. **“Arbitration”** shall mean Association Action in San Francisco, California between StarSight Telecast, Inc., and General Instrument, Case No. 74 181 00445 97 (“Arbitration”).

I. **“Gemstar Litigation”** shall mean Gemstar Development Corp. and Index Systems Inc. v. General Instrument Corp., 1:99-CV-1276-WBH (N.D. Ga.) and General Instrument Corporation v. Starsight Telecast, Inc., C-002790 WHA (N.D. Cal.).

## **TOPICS**

79. The Arbitration, including but not limited to, Your defenses against patent infringement claims, any evaluations of the patents-in-suit, any evaluations of the monetary value of the technology at issue, the bases for any settlement paid, and the settlement agreement(s).

80. The Gemstar Litigation, including but not limited to, Your defenses against patent infringement claims, any evaluations of the patents-in-suit, any evaluations of the monetary value of the technology at issue, the bases for any settlement paid, and the settlement agreement(s).

81. Changes in Your corporate structure or changes in the division of work responsibilities within Your corporate structure as a result of the Arbitration or the Gemstar Litigation, including but not limited to, a reorganization of Your testing and development divisions relating to Set-Top Boxes or interactive or electronic program guides.

82. Any plans or strategies, whether executed or not, to reorganize Your corporate structure, to reorganize the division of work responsibilities and work activities within Your corporate structure, or to change how You sell or provide the Motorola Accused Set-Top Boxes for the purpose of avoiding potential liability relating to selling, offering for sale, testing, or otherwise using set-top boxes with interactive or electronic programming guides, such as actions taken in light of or in relation to any patents, including but not limited to the Apple Patents-In-Suit.

83. Motorola Mobility's corporate relationship to and financial relationship with Motorola Broadband.

84. Motorola Mobility's corporate relationship to and financial relationship with Motorola's Acadia Application Integration Center.

85. Your joint development activities with or any assistance provided by You to Motorola's Acadia Integration Application Center relating to interactive or electronic programming guides, including but not limited to, the integration of Your firmware with interactive or electronic programming guides and the testing of Your firmware with interactive or electronic programming guides.

86. For each version of Your firmware that runs, executes, or is provided with each "Motorola Accused Set-Top Box," the functions thereof including, but not limited to, the application programming interfaces (APIs), such as the APIs relating to picture-in-picture functionality, to controlling the set-top box hardware tuners, to controlling the set-top box's DVR (digital video recorder) functionality, to outputting graphic overlays to the display (e.g., TV), and to writing to and reading from memory in the set-top box.

87. The differences between each version of Your firmware that runs, executes, or is provided with each "Motorola Accused Set-Top Box," including, but not limited to, the differences in the application programming interfaces (APIs), such as the APIs relating to picture-in-picture functionality, to controlling the set-top box hardware tuners, to controlling the DVR (digital video recorder) functionality, to outputting graphic overlays to the display (e.g., TV), and to writing and reading from memory in the set-top box.

Dated: February 1, 2012

WEIL, GOTSHAL & MANGES LLP

By: /s/ J. Jason Lang

J. Jason Lang  
*Attorneys for Apple Inc.*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on February 1, 2012, I served the foregoing document via electronic mail on all counsel of record identified on the attached Service List.

/s/ J. Jason Lang  
J. Jason Lang



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

Edward M. Mullins  
Fla. Bar No. 863920  
emullins@astidavis.com  
ASTIGARRAGA DAVIS MULLINS & GROSSMAN, P.A.  
701 Brickell Avenue, 16th Floor  
Miami, FL 33131  
Telephone: (305) 372-8282  
Facsimile: (305) 372-8202

*Of Counsel:*

Charles K. Verhoeven  
David A. Perlson  
Anthony Pastor  
QUINN EMANUEL URQUHART & SULLIVAN, LLP  
50 California Street, 22nd Floor  
San Francisco, CA 93111  
(415) 875-6600

Raymond N. Nimrod  
Edward J. DeFranco  
QUINN EMANUEL URQUHART & SULLIVAN, LLP  
51 Madison Avenue, 22nd Floor  
New York, NY 10010  
(212) 849-7000

David A. Nelson  
QUINN EMANUEL URQUHART & SULLIVAN, LLP  
500 West Madison Street, Suite 2450  
Chicago, IL 60661  
(312) 705-7400

Moto-Apple-SDFL@quinnemanuel.com

*Attorneys for Motorola Mobility, Inc. and Motorola, Inc.*  
Electronically served via email