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12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN JOSE DIVISION  
15

16 APPLE INC., a California corporation,

17 Plaintiff,

18 v.

19 SAMSUNG ELECTRONICS CO., LTD., a  
20 Korean corporation; SAMSUNG  
ELECTRONICS AMERICA, INC., a New  
21 York corporation; and SAMSUNG  
TELECOMMUNICATIONS AMERICA,  
22 LLC, a Delaware limited liability company,

23 Defendants.  
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Case No. 11-cv-01846-LHK (PSG)

**APPLE'S OPPOSITION TO  
SAMSUNG'S MOTION TO  
COMPEL PRODUCTION OF  
SETTLEMENT AGREEMENT  
WITH HTC**

1 Samsung's motion is moot. As Samsung acknowledges (Mot. at 2), Apple does not  
2 oppose the production of its settlement agreement with HTC. Pursuant to the agreement, Apple  
3 was required to give HTC ten business days' notice and an opportunity to object before making  
4 this production. Apple promptly raised Samsung's request with HTC the day after receiving it,  
5 and Apple provided formal written notice to HTC of its intent to produce the agreement before  
6 Samsung filed this motion.

7 HTC has since advised the parties that it is willing to acquiesce to Apple's production of  
8 the agreement on two conditions: (1) the Agreement must be marked Highly Confidential –  
9 Attorneys' Eyes Only under the protective order; and (2) the consideration amount must be  
10 redacted. (Decl. of Richard S.J. Hung in Supp. of Apple's Opp'n to Samsung's Mot. to Compel  
11 Production of Settlement Agreement with HTC ("Hung Decl.") Ex. 1.)

12 **Samsung has agreed to both conditions.** Despite this, and Apple's acknowledgement that  
13 Samsung is preserving its rights to request the unredacted version later, Samsung is unwilling to  
14 agree that its motion is moot and should be withdrawn. (Id.)

15 Because Apple is willing to produce its settlement agreement with HTC, HTC does not  
16 object to its production subject to the two stated conditions, and Samsung has agreed to both  
17 conditions, Samsung's motion should be denied as moot. Samsung has previously indicated its  
18 willingness to accept the production of the HTC settlement agreement marked Highly  
19 Confidential – Attorney's Eyes Only and with the consideration amount redacted, and Samsung  
20 offers no reason why this does not moot its motion or why the consideration amount is relevant to  
21 Apple's preliminary injunction motion.

22  
23 Dated: November 20, 2012

MORRISON & FOERSTER LLP

24 By: /s/ Michael A. Jacobs

Michael A. Jacobs

Attorneys for APPLE INC.