

EXHIBIT 1

Sexton, Robin L.

From: Daryl Crone <daryl@cronehawxhurst.com>
Sent: Tuesday, November 20, 2012 8:11 PM
To: Hung, Richard S. J.
Cc: Sexton, Robin L.
Subject: Re: Apple v. Samsung (11-cv-1846) -- Production of HTC Agreement

Rich,

We are not willing to agree to the portion of the stipulation that requires Samsung to withdraw its motion at this time or states that Samsung will withdraw its motion seeking the unredacted agreement. As stated in my email of this morning, we need to see the redacted Agreement first. Please let us know if you are still willing to provide the redacted Agreement to Samsung given our commitment to treat it as Highly Confidential—Attorneys' Eyes Only.

Regards,

Daryl M. Crone
Crone Hawxhurst LLP
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Los Angeles, CA 90024
Tel: [\(310\) 893-5150](tel:3108935150)
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On Nov 20, 2012, at 7:59 PM, "Hung, Richard S. J." <RHung@mofo.com> wrote:

Hi Daryl - we'll hold off another 15, but our staff needs to head home.

From: Daryl Crone [<mailto:daryl@cronehawxhurst.com>]
Sent: Tuesday, November 20, 2012 07:56 PM
To: Hung, Richard S. J.

Subject: Re: Apple v. Samsung (11-cv-1846) -- Production of HTC Agreement

Rich,

Could you please hold off for a bit? I expect to have a response soon. Please confirm if you agree. Thanks much.

Daryl M. Crone
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On Nov 20, 2012, at 6:24 PM, "Hung, Richard S. J." <RHung@mofo.com> wrote:

Daryl –

I understand that you're still waiting to hear back from Samsung about the stipulation.

Because our opposition is due today, we will proceed to file it at 8PM if we have not received confirmation from Samsung by then that the stipulation is fine.

(As you note, we also can stipulate to the parties' resolution of this issue and the withdrawal of Samsung's motion tomorrow if necessary.)

Rich

Richard S.J. Hung
Morrison & Foerster LLP
rhung@mofo.com
(415) 268-7602

From: Daryl Crone [<mailto:daryl@cronehawxhurst.com>]
Sent: Tuesday, November 20, 2012 4:15 PM
To: Hung, Richard S. J.; Alison, John (john.alison@finnegan.com)
Cc: AvSSNDPostTrial; WHAppleSamsungNDCalService@wilmerhale.com;

Samsungv.Apple@Quinnemanuel.com; Robert Becher

Subject: RE: Apple v. Samsung (11-cv-1846) -- Production of HTC Agreement

Thanks Rich. I will get back to you as soon as possible, likely within an hour or two.

Regards,
Daryl

From: Hung, Richard S. J. [<mailto:RHung@mof.com>]

Sent: Tuesday, November 20, 2012 3:49 PM

To: Daryl Crone; Alison, John (john.alison@finnegan.com)

Cc: AvSSNDCPostTrial; WHAppleSamsungNDCalService@wilmerhale.com;

Samsungv.Apple@Quinnemanuel.com; Robert Becher

Subject: RE: Apple v. Samsung (11-cv-1846) -- Production of HTC Agreement

Daryl,

At John's request, I am forwarding a slightly tweaked version of the stip. with HTC's edits. The only changes were very minor:

(1) In the fourth whereas clause:

WHEREAS, HTC ~~is willing to lift its objections immediately~~
will not object to the immediate production of the
Settlement Agreement to Samsung, if so long as it is
marked "Highly Confidential – Attorneys' Eyes Only" under
the Agreed Upon Protective Order Regarding Disclosure
and Use of Discovery Materials (Dkt. No. 687) and any
provisions relating to the amount(s) of any monetary
payments, including how such amount(s) are calculated,
are redacted; and

(2) In the second numbered paragraph:

Apple shall produce the Settlement Agreement, ~~as redacted with the~~
redactions described above and bearing the Highly Confidential –
Attorneys' Eyes Only designation, by Wednesday, ~~October~~ November
21, 2012.

Please let us know if we can file the stipulation.

Thanks -- Rich

Richard S.J. Hung
Morrison & Foerster LLP

rhung@mofo.com

(415) 268-7602

From: Hung, Richard S. J.

Sent: Tuesday, November 20, 2012 1:52 PM

To: Daryl Crone; Alison, John (john.alison@finnegan.com)

Cc: AvSSNDCPostTrial; WHAppleSamsungNDCalService@wilmerhale.com;

Samsungv.Apple@Quinnemanuel.com; Robert Becher

Subject: RE: Apple v. Samsung (11-cv-1846) -- Production of HTC Agreement

Daryl,

I have conferred with John, and I believe that HTC can live with the first two conditions.

Attached is a draft stipulation reflecting the parties' agreement in this regard to moot Samsung's motion to compel. Please let me know immediately if it is acceptable, so that we can get it on file.

(John, please also confirm that HTC will lift its objection to production to Samsung in this action if the agreement is marked AEO and the payment terms are redacted, as previously discussed.)

Rich

Richard S.J. Hung

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rhung@mofo.com

(415) 268-7602

From: Daryl Crone [<mailto:daryl@cronehawxhurst.com>]

Sent: Tuesday, November 20, 2012 11:56 AM

To: Hung, Richard S. J.; Alison, John (john.alison@finnegan.com)

Cc: AvSSNDCPostTrial; WHAppleSamsungNDCalService@wilmerhale.com;

Samsungv.Apple@Quinnemanuel.com; Robert Becher

Subject: RE: Apple v. Samsung (11-cv-1846) -- Production of HTC Agreement

Rich,

We think an arbitrary limitation on the number of attorneys is neither warranted nor workable. In addition, the protective order sets forth more than adequate protections for Highly Confidential—Attorneys' Eyes Only information. Besides, it appears that both Apple and HTC have been talking to the press about the agreement, including even giving monetary ranges for the license.

Regards,

Daryl

From: Hung, Richard S. J. [<mailto:RHung@mofo.com>]

Sent: Tuesday, November 20, 2012 11:33 AM

To: Daryl Crone; Alison, John (john.alison@finnegan.com)

Cc: AvSSNDCPostTrial; WHAppleSamsungNDCalService@wilmerhale.com;

Samsungv.Apple@Quinnemanuel.com; Robert Becher

Subject: RE: Apple v. Samsung (11-cv-1846) -- Production of HTC Agreement

Daryl –

Can you please let us know Samsung's position by 2PM?

If we have not heard from Samsung by then, we will assume that Samsung is unwilling to accept any numerical limits on outside counsel access (even relatively large ones) and proceed to file as necessary.

Thanks -- Rich

Richard S.J. Hung
Morrison & Foerster LLP
rhung@mofo.com
(415) 268-7602

From: Hung, Richard S. J.

Sent: Tuesday, November 20, 2012 10:10 AM

To: 'Daryl Crone'; Alison, John (john.alison@finnegan.com)

Cc: AvSSNDCPostTrial; WHAppleSamsungNDCalService@wilmerhale.com;

Samsungv.Apple@Quinnemanuel.com; Robert Becher

Subject: RE: Apple v. Samsung (11-cv-1846) -- Production of HTC Agreement

Daryl,

Thanks for your response. To moot Samsung's motion, would Samsung accept any limits on outside counsel access? E.g., 8 or 10 attorneys?

Cc:ing John Alison of Finnegan, who is representing HTC.

Rich

From: Daryl Crone [<mailto:daryl@cronehawxhurst.com>]

Sent: Tuesday, November 20, 2012 9:41 AM

To: Hung, Richard S. J.

Cc: AvSSNDCPostTrial; WHAppleSamsungNDCalService@wilmerhale.com;

Samsungv.Apple@Quinnemanuel.com; Robert Becher

Subject: Apple v. Samsung (11-cv-1846) -- Production of HTC Agreement

Mr. Hung,

I am responding to the conditions set forth in the below email that you sent to Rob Becher.

Samsung will agree to have the Agreement designated Highly Confidential—Attorneys' Eyes Only.

In terms of the redactions, this will confirm that you have informed Samsung's counsel that the only provisions being redacted relate only to the amount of the monetary payment, including how the amount is calculated. Because we have an

interest in seeing the Agreement in an expeditious manner, Samsung is willing to agree that Apple may initially produce a redacted version of the Agreement. Samsung reserves its right to continue to pursue the remaining, redacted portions of the Agreement though. After seeing the redacted Agreement, we will advise if we still seek production of the redacted Agreement. Moreover, Samsung reserves its rights to seek the full agreement in other cases involving Apple.

Turning to the request that only two Samsung outside lawyers may see the Agreement, we do not believe such a limitation is reasonable. All outside lawyers for Samsung are bound by the protective order and obligated to maintain the confidentiality of information produced in this action pursuant to the Protective Order. Because it may be necessary to reference the Agreement and its terms in future filings and hearings, it is impractical to impose arbitrary numerical limitations on attorneys on top of the protections ensured by the Protective Order. We believe the Protective Order provides adequate protection for documents designated Highly Confidential—Attorneys' Eyes Only.

In light of the above, Samsung will not withdraw its motion to compel at this time.

Regards,
Daryl Crone

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From: Hung, Richard S. J. [<mailto:RHung@mofocom>]
Sent: Monday, November 19, 2012 1:10 PM
To: Robert Becher
Cc: AvSSNDCPostTrial; 'WHAppleSamsungNDCalService@wilmerhale.com' (WHAppleSamsungNDCalService@wilmerhale.com); Samsung v. Apple
Subject: Apple v. Samsung (11-cv-1846) -- Production of HTC Agreement

Hi Rob:

HTC has responded with its positions on the production of the Apple-HTC Patent License and Settlement Agreement (“Agreement”).

HTC has informed Apple that it will not object to Apple’s immediate production of the Agreement in the 1846 case if:

- The Agreement is designated Highly Confidential – Attorneys’ Eyes Only under the Protective Order;
- Two phrases are redacted from the “payment” provision, with a corresponding one-word redaction to Exhibit D; and
- Dissemination is limited to a small number of Samsung Outside Counsel (*i.e.*, two).

The proposed redactions, which are very limited and relate only to the payment section, comprise a total of 33 words from the entire agreement.

Please let us know by [6PM today](#) if the foregoing is acceptable to Samsung and would moot Samsung’s motion. If Samsung needs additional time to consider HTC’s position, please advise as to when Samsung will be able to respond and whether Samsung would be willing to stipulate to a short extension for Apple’s opposition brief to Samsung’s motion to compel production of the Agreement (perhaps [until Wednesday](#)).

Relatedly, HTC asks that Apple and Samsung attempt to reach stipulations concerning portions of the Agreement that allegedly support arguments that they intend to raise with the Court, rather than submitting the Agreement or portions thereof with any filings. Such stipulations should be filed under seal as appropriate.

Rich

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