

This Transcript has not been proof read or corrected. It is a working tool for the Tribunal for use in preparing its judgment. It will be placed on the Tribunal Website for readers to see how matters were conducted at the public hearing of these proceedings and is not to be relied on or cited in the context of any other proceedings. The Tribunal's judgment in this matter will be the final and definitive record.

**IN THE COMPETITION**

Case No. : 1382/7/7/21

**APPEAL**  
**TRIBUNAL**

Salisbury Square House  
8 Salisbury Square  
London EC4Y 8AP

Monday 6<sup>th</sup> October 2025 – Tuesday 4<sup>th</sup> November 2025

Before:

Mrs Justice Bacon

Derek Ridyard

Justin Turner KC

(Sitting as a Tribunal in England and Wales)

**BETWEEN:**

Consumers' Association

**Class Representative**

v

Qualcomm Incorporated

**Defendant**

**A P P E A R A N C E S**

PHILIP MOSER KC, ROB WILLIAMS KC, MICHAEL ARMITAGE, CIAR MCANDREW,  
DANIEL ALEXANDER KC, DAVID IVISON and CHARLOTTE MCLEAN (Instructed by  
Hausfeld & Co LLP) on behalf of Consumers' Association

DANIEL JOWELL KC, NICHOLAS SAUNDERS KC, DAVID BAILEY, SOPHIE BIRD,  
CHARLES WALL, ALEXANDRA BRECKENRIDGE (Instructed by Norton Rose Fulbright  
LLP and Quinn Emanuel Urquhart & Sullivan LLP) on behalf of Qualcomm Incorporated

1 Wednesday, 8 October 2025  
 2 (10.30 am)  
 3 Opening submissions by MR BAILEY (continued)  
 4 In Open Court  
 5 THE CHAIR: Good morning, Mr Bailey.  
 6 MR BAILEY: Good morning, members of the Tribunal.  
 7 THE CHAIR: Is it me or is it still cold in here? It is  
 8 still cold in here. Can we have the temperature up.  
 9 Thank you.  
 10 All right.  
 11 MR BAILEY: Madam, did you want to read the customary  
 12 warning --  
 13 THE CHAIR: No, I do not think I need to read it every day.  
 14 You can go on.  
 15 We are starting in open session and I understand we  
 16 are going to continue in open session to the end of your  
 17 submissions.  
 18 MR BAILEY: Yes, Madam. It will mean that I need to ask the  
 19 Tribunal to read certain documents to themselves, but  
 20 I thought that would be preferable from the Tribunal's  
 21 point of view.  
 22 THE CHAIR: I think it is, yes.  
 23 MR BAILEY: I would like to start, if I may, with market  
 24 definition and the issue of demand substitution. Could  
 25 I ask, please, the Tribunal to turn up paragraph 144 of

1

1 Dr Padilla's fourth report. That is at {E/22/50}.  
 2 THE CHAIR: This is in the core bundle?  
 3 MR BAILEY: Yes, it is, Madam, it is at tab 36 in volume 2  
 4 of the core bundle.  
 5 THE CHAIR: Yes.  
 6 MR BAILEY: Here Dr Padilla under the heading, "The relevant  
 7 chipset markets", set out four industry-specific factors  
 8 that informed his approach to market definition. Just  
 9 to pick them up in turn.  
 10 Firstly, he says the OEMs acquire chipsets for the  
 11 purpose of selling mobile phones differentiated across  
 12 a plethora of parameters, as indeed Mr Ridyard pointed  
 13 out on Monday, which of course chipsets is just one, but  
 14 of course there are various others.  
 15 Second, chipset suppliers and OEMs negotiate  
 16 chipsets bilaterally. That is a point that is agreed in  
 17 the joint expert statement at paragraph 2.  
 18 Then, over the page {E/22/51}, Apple and Samsung  
 19 offer different portfolios of phones at different price  
 20 points, implementing different standards, and that  
 21 brings about, you see in the third line, the distinctive  
 22 heterogeneous chipset requirements.  
 23 Fourthly, Apple and Samsung have different abilities  
 24 to source in-house.  
 25 If I may, I would just like to focus on the third

2

1 factor and show the Tribunal three pieces of real-world  
 2 evidence that chipsets were indeed distinctive and  
 3 customised for each of Apple and Samsung.  
 4 So I want to just sort of -- that is Dr Padilla's  
 5 approach, what I would like to do is just show you three  
 6 pieces of factual evidence that sort of underpin this  
 7 point about distinctive demand.  
 8 THE CHAIR: Just before you get there, can I just stay at  
 9 the theoretical level for a moment. Dr Padilla defines  
 10 OEM-specific markets and that then feeds into his  
 11 assessment of OEM-specific dominance. Do -- is it  
 12 your -- is it your position that you have to start off  
 13 with OEM-specific market definition in order to reach  
 14 the landing point, if you like, of dominance, which  
 15 looks at the buyer power of each OEM individually?  
 16 MR BAILEY: No, I think we would say that Dr Padilla sets  
 17 out his approach to market definition. Mr Noble has  
 18 his. The Tribunal will decide which is the right one.  
 19 Then whichever market definition the Tribunal decides,  
 20 we have our position in relation to the countervailing  
 21 buyer power of Apple and Samsung and we say that that  
 22 plays out, whether you are looking Dr Padilla's markets  
 23 or whether you are looking at Mr Noble's markets.  
 24 THE CHAIR: But if you start off with Mr Noble's market,  
 25 would you then say that you can then assess dominance on

3

1 an OEM-specific basis? Is that your -- what you say  
 2 that the Tribunal should be doing, or do you simply say,  
 3 well, we still have a case on countervailing buyer power  
 4 and you look at Apple and Samsung together for that  
 5 purpose, if you started off with a cross-market market  
 6 definition?  
 7 MR BAILEY: Yes. If you have an OEM-agnostic market  
 8 definition, then we would say that you look at Apple and  
 9 Samsung as two formidable buyers and Mr Noble, in his  
 10 first report, at paragraph 5.59, estimates that,  
 11 together, they accounted for nearly three-fifths of the  
 12 global market. So, in that sense, we would say you take  
 13 those two together and you look at them, as we were  
 14 doing yesterday and we will this morning, and they  
 15 counteract dominance. So I think we would say --  
 16 I think it was put on Monday that we put all our eggs in  
 17 a Dr Padilla basket of OEM-specific markets and that is  
 18 incorrect.  
 19 Obviously, our primary case is that there are  
 20 OEM-specific markets, but if the Tribunal is against us  
 21 on that and says that it is, as you put it Madam,  
 22 a market-wide approach, then we would operate on that  
 23 basis and seek to persuade you that Apple and Samsung  
 24 have sufficient buyer power to counteract any power  
 25 (inaudible) --

4

1 THE CHAIR: On a market-wide assessment of dominance. So  
 2 you are not saying that you can kind of bifurcate the  
 3 market definition, then the dominance assessment and  
 4 have one done on a cross-market basis and then you sort  
 5 of channel down into an OEM-specific dominance  
 6 assessment? That is not what you are saying?  
 7 MR BAILEY: That would arguably be having your cake and  
 8 eating it. I think if you are actually looking at it in  
 9 terms of the markets as defined by Mr Noble, then it  
 10 seems to me you do have to then grapple with the  
 11 market-wide dynamics.  
 12 THE CHAIR: Yes.  
 13 MR BAILEY: I think where we would resist what is being  
 14 suggested is that just because you are looking at two  
 15 formidable customers does not preclude them having  
 16 sufficient buyer power to counteract Qualcomm having  
 17 market power.  
 18 THE CHAIR: Yes. I understand.  
 19 MR RIDYARD: But does it affect the way -- the sequence, if  
 20 you like, of the arguments because you could, without in  
 21 anyway jumping to conclusions, you could have a view  
 22 that Qualcomm was dominant in the market across all  
 23 OEMs, but that has had no power to do anything -- to  
 24 exert that dominance against the two big customers, in  
 25 which case you would say, yes, it is dominant and maybe

5

1 this practice is bad in some general sense, but it has  
 2 no impact on the two people who are being subject to  
 3 this claim, or you could say there is a market force  
 4 applied to Apple individually and Samsung individually  
 5 and there you would be saying there is no dominance  
 6 because they have this -- there is no ability to do  
 7 anything bad because of the countervailing power of  
 8 those people.  
 9 So it would affect the sequence -- the way in  
 10 which -- you would ultimately come to the same answer,  
 11 but you get there through a different way. Does that  
 12 matter which way you get there?  
 13 MR BAILEY: In my submission, no, it does not, but you are  
 14 quite right, sir, that is a sort of -- depending on  
 15 where the Tribunal gets to in the relevant markets will  
 16 then inform how it evaluates the question of market  
 17 power. The two ways in which you put it to me, I would  
 18 say we put it in both ways. So we would say if it is an  
 19 OEM-specific world, then, as you say, sir, the question  
 20 is does Apple in the Apple chipset market counteract  
 21 Qualcomm and if it is an OEM-agnostic world, then we  
 22 would say you look at the two buyers and there is  
 23 clearly no --  
 24 MR RIDYARD: Sorry to cut you short, but my question is does  
 25 it matter which route we take to get to that conclusion,

6

1 assuming we got to that conclusion?  
 2 MR BAILEY: My answer is no.  
 3 Very briefly then, I think for reasons of time I am  
 4 just going to have to give the Tribunal the references,  
 5 I am afraid. So there are three references I would like  
 6 to give you in relation to the distinctive nature of  
 7 chipset demand. They are Mr Katouzian's first witness  
 8 statement at paragraph 45 {C/3/10}. There is then an  
 9 outer ring confidential email sent by Mr Williams of  
 10 Apple to Mr Mollenkopf of Qualcomm and that is at  
 11 {POF/795/3}. For the Tribunal's note, I would like you  
 12 to read, at the time of your choosing, the couple of  
 13 sentences that begin "The standard process ..." and  
 14 finish with the third "together".  
 15 Lastly, in the case of Samsung, could I ask the  
 16 Tribunal, please, to look at {POF/524/3} and there is  
 17 a reference there to "QCT has been" and it is literally  
 18 that sentence that we say makes this point.  
 19 Now, on Monday leading counsel for the Class  
 20 Representative {Day1/106} referred to Mr Noble's ninth  
 21 report that identified a considerable overlap in  
 22 chipsets that are bought by Apple or Samsung with other  
 23 OEMs. Now, of course, that will be a topic that will no  
 24 doubt be raised with the economic experts. Could I just  
 25 show the Tribunal some analysis done by my instructing

7

1 solicitors. This is at {ORI/261.11/1}. This is  
 2 a letter from Norton Rose to Hausfeld. What this does,  
 3 if we just take it on page 2, please {ORI/261.11/2}, it  
 4 sets out the short answer for Apple and if you could  
 5 just cast an eye at the figures. This is looking at the  
 6 overlapping chipsets and if you look at the figure in  
 7 pink, please, you will see the proportion of those  
 8 chipsets bought by Apple and the proportion bought by  
 9 other OEMs. So we say that even if there is a degree of  
 10 overlap, you can see what those figures show.  
 11 You will also notice that this does not deal with  
 12 Samsung. In relation to Samsung, we say that even if  
 13 Samsung bought chipsets that overlapped with other OEMs,  
 14 that does not mean that their purchases were subject to  
 15 the same or similar competitive conditions. The reason  
 16 we give is that these are bargaining markets where the  
 17 dynamic differs depending on the outside options  
 18 available to the purchaser, here Samsung, and we saw  
 19 yesterday that one of its formidable outside options is  
 20 the one of self-supply which began in 2011.  
 21 So we say that the overlapping chipset point is not  
 22 a complete answer to the OEM-specific nature of demand,  
 23 but on Monday the leading counsel for the Class  
 24 Representative had a second point and this is, for the  
 25 Tribunal's reference, {Day1/107-108}, where it was said,

8

1 again, echoing Mr Noble in his eighth report, that,  
 2 well, even if there were a hypothetical monopolist  
 3 supplying chipsets to Apple or Samsung, there is plenty  
 4 of capacity in the market which would mean that chips  
 5 would be diverted to -- and supply those OEMs.  
 6 We say the short answer to that is that even if it  
 7 is right, and I think the experts accept this, that  
 8 there is plenty of capacity at the foundries, so that is  
 9 the plants that are actually making the chips, we say  
 10 that that does not show that most, if not all, suppliers  
 11 of, say, one chip for 3G UMTS would then be able to  
 12 switch production to making another chip, say LTE,  
 13 without incurring significant sunk costs or risks and do  
 14 so with the sort of impact that one needs to establish  
 15 in terms of how demand-side substitution affects the  
 16 OEMs.  
 17 The simple point I am making is that the supply  
 18 substitution is no answer, here, because neither expert  
 19 has suggested that there is supply substitution across  
 20 different generation of standards and for the Tribunal's  
 21 note, that point is made by Dr Padilla at paragraph 20.4  
 22 of the joint expert statement {E/24/12}.  
 23 Reference was also made on Monday to the Tribunal's  
 24 decision in *Churchill*. That is at {AB2/33/15} and  
 25 the relevant page is at page 15. Our answer to that is,

1 well, that is about university requirements for academic  
 2 dress, which of course is very important, but that is  
 3 a different product with different evidence and indeed  
 4 different conduct. We just say the Tribunal's  
 5 conclusion in that case turned on the particular facts  
 6 of that case. It is not a binding precedent in this  
 7 case.  
 8 With that, if I may, I would like to turn to my  
 9 third issue, which is the emphasis that the Class  
 10 Representative places on high market shares. For your  
 11 note, this was at {Day1/126}. Now, we say that the  
 12 significance of market shares has to be approached with  
 13 a degree of caution and particularly needs to be  
 14 understood in light of the market dynamics. To make  
 15 that good, can I first of all show you two authorities,  
 16 just little bits --  
 17 THE CHAIR: Just before you go there, can you let us know  
 18 when we could expect your note on the market shares on  
 19 the different markets?  
 20 MR BAILEY: Yes, Madam. We are working on it. I have been  
 21 just very keen to make it as short as possible and so it  
 22 is longer than I would currently like it to be and  
 23 I think you said about two pages. So would the end of  
 24 this week be acceptable?  
 25 THE CHAIR: Yes. No, the end of this week is fine.

1 I presume that that will be for both sides. Okay, thank  
 2 you.  
 3 MR BAILEY: Can we go, please, to the Tribunal's judgment in  
 4 *Socrates* at paragraph 120 {AB2/21/37}. This was  
 5 a case that involved allegations against the Law Society  
 6 in relation to various training done for conveyancing  
 7 firms. The relevant paragraphs is paragraph 120. This  
 8 is chaired by Mr Justice Roth. You will see here that  
 9 the Law Society had 100% market share, so very high, but  
 10 then you will also see that the Tribunal points out --  
 11 picking it up in the last sentence:  
 12 "The fact that an undertaking may hold 100% of  
 13 a particular market is obviously relevant but does not  
 14 automatically mean that it has significant market  
 15 power."  
 16 Then it refers to the hallowed judgment in  
 17 *Hoffmann-La Roche*. I could ask you to just read  
 18 what the European Court says there, please. (Pause)  
 19 Then over the page, paragraph 121 {AB2/21/38}, you  
 20 see the Tribunal say:  
 21 "... It is necessary to consider the broader  
 22 economic context and, in particular, the nature of the  
 23 market."  
 24 We strongly commend that approach to this Tribunal,  
 25 because we say the economic context here is that of

1 a bilateral bargaining market. That is the point you  
 2 will have seen in paragraph 78 of our skeleton at  
 3 {S/2/42}. I am not going to dwell on that for the  
 4 moment.  
 5 I just want to show the Tribunal another judgment of  
 6 the Tribunal that deals with the nature of bidding  
 7 markets and bargaining markets. That is a judgment in  
 8 Independent Media Support at {AB2/10}.  
 9 THE CHAIR: Well, can you just make --  
 10 MR BAILEY: Shall I make the submission?  
 11 THE CHAIR: No. Can you expand on your last point that you  
 12 just say the economic context is a bilateral bargaining  
 13 market.  
 14 MR BAILEY: Yes.  
 15 THE CHAIR: I think that submission is a little bit concise.  
 16 Can you then explain why that means that even with  
 17 a very large market share, in this case, you do not say  
 18 that that means that Qualcomm had market power.  
 19 MR BAILEY: Yes. So where you have OEMs and chipset  
 20 suppliers bargaining on a bilateral basis for high-value  
 21 contracts that are awarded from time to time, so demand  
 22 is quite lumpy, what matters is not so much your market  
 23 share, how many wins you have been able to achieve, but  
 24 what instead matters is whether there are credible  
 25 competitors for each contract that is awarded. In fact,

1 that is a point that, Madam, I will not take you to it,  
 2 but it is a point that the Tribunal itself makes in the  
 3 case I was going to go to and that is Independent Media  
 4 and it is at {AB2/10} which, I think, Madam, in your  
 5 authorities it is at page 778.  
 6 THE CHAIR: Yes.  
 7 MR BAILEY: It is page 18, please {AB2/10/18}, paragraph 66.  
 8 Could I ask the Tribunal to read paragraph 66, please,  
 9 picking it up -- well, yes, the whole paragraph.  
 10 (Pause)  
 11 THE CHAIR: Right.  
 12 MR BAILEY: So we say that the chipset markets exhibit  
 13 similar features to the ones at issue in that case and  
 14 to just make that good by reference to some of the  
 15 underlying documents very briefly. Can I ask you,  
 16 please, to look at an outer ring confidential document  
 17 from Qualcomm in 2012. That is at {POF/312}. Just to  
 18 give you the context, this is an internal Qualcomm  
 19 presentation containing forecasts on various changes in  
 20 the mobile handset business. So it is no longer  
 21 confidential pursuant to yesterday's hearing. Could  
 22 I ask the Tribunal to turn up, please, first of all,  
 23 page 3 {POF/312/3}.  
 24 (redacted – confidential information)  
 25 For reasons of time, I will not go to a Samsung

1 document that shows the same thing, but I will give the  
 2 Tribunal the reference and of course we will develop it  
 3 in written closings and oral closings. It is at  
 4 {POF/408} and the relevant page is page 2 {POF/408/2},  
 5 under heading "Operation Strategies". You will see  
 6 there, again, Samsung's strategic mindset.  
 7 So we say market shares of bargaining markets are  
 8 really either likely to be unreliable or, at worst,  
 9 positively misleading and just because you have a high  
 10 market share for a certain period does not mean to say  
 11 that you are going to retain that in the future, if  
 12 there are credible alternatives.  
 13 You can -- perhaps the Tribunal will recall the sort  
 14 of -- in Dr Padilla's report you see how sometimes Intel  
 15 and Infineon go right to 100% of Apple's chipsets and  
 16 then they drop off and then Qualcomm replaces it. That  
 17 is classic bidding or bargaining market competition.  
 18 Lastly, and I do recognise that I have five minutes  
 19 and I do not necessarily want to rush through this,  
 20 I was going to turn to Apple and the position of the  
 21 credible alternatives that it has available to it. In  
 22 order to do that, what I will just crisply try and do is  
 23 go through the three critical windows of time where  
 24 negotiations are taking place in relation to royalties,  
 25 starting with the Market Incentive Agreement in 2007.

1 That actually I can be short because in 2006/07, when  
 2 that was negotiated, Apple was not dependent on Qualcomm  
 3 for 3G CDMA or indeed any chipsets. Qualcomm bid for  
 4 the socket for the first iPhone in 2006. That is at  
 5 {POF/107}, but it lost to Infineon and so the idea that  
 6 there was any dependency or influence of Qualcomm's  
 7 alleged dominance at that time is, we suggest,  
 8 unsustainable.  
 9 Moving on to the Business Co-operation and Patent  
 10 Agreement, which was negotiated in 2012 and 2013. So  
 11 here it is suggested by the Class Representative that,  
 12 in essence, Qualcomm is the only show in town. Can  
 13 I ask the Tribunal to look briefly at {POF/329}, please.  
 14 This is an Apple document. It is 1782 material but can  
 15 be seen by those that are in-house counsel. Can we go,  
 16 please, to page 7 {POF/329/7}. You will see there the  
 17 title of the document. To see what the document is then  
 18 setting out, at page 9 {POF/329/9}, you can just see  
 19 from the first bullet point.  
 20 (redacted – confidential information)  
 21 We say that what this shows, and you can see from  
 22 the very bottom under the table what is said there, is  
 23 that it is not Qualcomm is the only show in town. It is  
 24 a nice turn of phrase, but actually what Apple was in  
 25 fact considering, as you can see here, were several, in

1 my submission, credible alternatives. You do not need  
 2 to take just my submission for it. We can see what  
 3 Qualcomm itself thought from {POF/358}. Now, for the  
 4 Tribunal's reference, this is cited in our skeleton at  
 5 paragraph 81.1 and it is the third page of this document  
 6 and it has a very clear and stark point that is made  
 7 {POF/358/3}. This is non-confidential so we can read it  
 8 out. Cristiano Amon, he has just come back home from  
 9 Maverick, so meeting with Apple, and then you can see  
 10 what he then says:  
 11 "They claim that for Mav 10 [that is the iPhone 6  
 12 that was launched in 2014] there is a CLEAR [in  
 13 capitals] alternative with IFX [that is Intel] [and then  
 14 various details are set out]."  
 15 So at the time here, in the end of 2012, when the  
 16 BCPA has been negotiated, Apple is telling them in no  
 17 uncertain terms that Intel is an alternative.  
 18 Now, it is right to acknowledge that, if you go back  
 19 a page {POF/358/2}, Qualcomm has to then ask  
 20 itself: well, is that true? There are some doubts  
 21 expressed. You can see that for yourselves at the  
 22 bottom of the page, but we all know that in any  
 23 negotiation there is always a risk that the canny  
 24 negotiator may well bluff and then you have to work out  
 25 to call out that bluff or not and it may well be that

1 Qualcomm could not quite believe that Intel would be  
2 ready on time, but what we see from this email exchange  
3 is that Qualcomm took what Apple was saying seriously.  
4 They wanted to verify it, but what they could not do is  
5 simply ignore it. Intel, in short, was a competitive  
6 threat.

7 There are some other documents which we will set out  
8 in written closing that sort of reiterate this point  
9 but, if I may, I am just going to move on to the Global  
10 Patent License Agreement which was negotiated  
11 in 2018/19.

12 Just for the Tribunal's note, that time period is  
13 one that Mr Rogers sets out in his witness statement at  
14 paragraphs 80 to 81 {IRC/4/23-24}.

15 I wish to just very crisply, and this will be my  
16 final submission, go through each of the markets in  
17 which the Class Representative says that Qualcomm was  
18 said to be dominant. So we start then with, please,  
19 LTE-CDMA and we say that the short point on that is that  
20 Mr Noble accepts that Qualcomm no longer had any market  
21 power from the point at which Apple was able to source  
22 chipsets from Intel. That was in 2018.

23 For your note, the references for that are the joint  
24 expert statement, paragraphs 37.1 {E/24/22}, Mr Noble  
25 identifies 2018 as the relevant date, at paragraph 3.73

1 of his eighth report {E/21/63}. So we say that that  
2 essentially had come to an end by the time the GPLA was  
3 being negotiated.

4 In relation to LTE-UMTS, it is not entirely clear to  
5 us actually when that is said to have ended. It is not  
6 actually mentioned by Mr Noble in the joint expert  
7 statement, but what we sort of surmise from his evidence  
8 is that he accepts that when Apple switched in 2016 to  
9 buy LTE-UMTS chipsets from Intel, that obviously had  
10 a big impact and we say a decisive one in terms of any  
11 market power in that alleged market.

12 That leaves 5G. There is a lot that can be said  
13 about 5G, but I think for present purposes I will just  
14 simply make the following point: as we understand 5G and  
15 the allegation that it arose in 2018, so sort of  
16 essentially 14 to 16 months before the first 5G chips  
17 were ever supplied, the experts seem to agree that you  
18 can have such an idea of prospective market power  
19 depending on the beliefs or the expectations of the  
20 negotiating parties. We say, when you look at what  
21 Apple believed at the time, and I think it is very  
22 important for me to emphasise one has to look at this in  
23 realtime. Go back and look at the time when  
24 negotiations were happening, because hindsight is  
25 a wonderful thing and the fact that the Class

1 Representative can refer to press releases by Intel that  
2 say it was not going to be ready until 2020, does not  
3 show that in 2018 Apple thought Intel would be ready.  
4 Qualcomm thought Intel would be ready. Qualcomm may  
5 have thought it had a better chip than Intel, but that  
6 does not mean that it is not a credible alternative.

7 Just to give you one document in relation to that  
8 (redacted - confidential information).

9 We say that when you look at the contemporaneous  
10 material, looking forward, that is not consistent with  
11 the idea that Qualcomm could act independently of Apple  
12 as a powerful purchaser able to flex its commercial  
13 muscles. So we just say that the hallmark of dominance,  
14 the ability to act independently of customers and  
15 competitors, is not met.

16 For those reasons, we say that Qualcomm was not  
17 dominant at the relevant times at which the LTE  
18 royalties were said to be allegedly leveraged and  
19 inflated.

20 Unless I can assist the Tribunal any further,  
21 I apologise that was at some pace, but I have tried to  
22 finish within the time.

23 THE CHAIR: Thank you. Thank you very much, Mr Bailey.

24 So that concludes then the opening submissions.  
25 Mr Moser, last night you said you had two points and

1 I let you make one of them before I rushed off. Is  
2 there another one?

3 MR MOSER: If there was, I have now forgotten it so it  
4 cannot have been very important. I hope you made the  
5 swearing in on time?

6 THE CHAIR: I did. Your summary of your case on the  
7 agreements, which I think from your comments last night  
8 is going to be four pages.

9 MR MOSER: It is. It is four pages.

10 THE CHAIR: Is that going to arrive today?

11 MR MOSER: It is.

12 THE CHAIR: Great. Thank you very much. Thank you very  
13 much to those alongside and behind you who have no doubt  
14 helped with that.

15 MR MOSER: Exactly.

16 THE CHAIR: I know it is a packed timetable for all of you,  
17 but I think it is going to be very helpful to us all to  
18 see upfront what you are saying and then we will be able  
19 to work on that with the evidence that we are going to  
20 hear and eventually the closing submissions. So thank  
21 you.

22 MR MOSER: I am grateful.

23 So we have then arrived at our two witnesses for  
24 today, Mr Grubbs and Mr Blumberg. They are both present  
25 here. We are going to take Mr Grubbs first, that is the

1 order that has been agreed, and then Mr Blumberg.  
 2 THE CHAIR: Yes, all right. What is your time estimate?  
 3 MR MOSER: Well, I am going to be no time with them at all  
 4 of course.  
 5 THE CHAIR: No, of course. Your, plural?  
 6 MR JOWELL: It is always hard to tell with witnesses, but I  
 7 will certainly be finished, I would think, mid-afternoon  
 8 comfortably.  
 9 THE CHAIR: All right. Thank you.  
 10 MR MOSER: I am most grateful and no doubt so will be the  
 11 witnesses.  
 12 Then I would like to call Mr Grubbs, please.  
 13 MR JOHN GRUBBS (sworn)  
 14 Examination-in-chief by MR MOSER  
 15 MR MOSER: Mr Grubbs, good morning. You have been handed  
 16 something which I take it is your statement?  
 17 A. Yes, sir.  
 18 Q. Could you please tell the Tribunal your name.  
 19 A. My name is John Grubbs.  
 20 Q. Thank you. If you look at the bundle in front of you,  
 21 which is in hard copies tab 21 and for the electronic it  
 22 is {C/2/1}, you should see there a document headed,  
 23 "Witness statement of John Grubbs". Do you have that?  
 24 A. Yes, I do.  
 25 Q. Do you recognise that as being your statement?

21

1 A. Yes, I do.  
 2 Q. If we turn on to page {C/2/15}, internal page 15, you  
 3 will see there something headed, "Statement of truth"  
 4 saying "I believe that the facts set out in this witness  
 5 statement are true."  
 6 Do you agree the facts in this witness statement are  
 7 true?  
 8 A. Yes, I do.  
 9 MR MOSER: I have no further questions for you, but no doubt  
 10 my learned friends will have a few.  
 11 Cross-examination by MR JOWELL  
 12 MR JOWELL: Good morning, Mr Grubbs.  
 13 A. Good morning.  
 14 Q. You are an attorney with a background in finance and  
 15 accounting; is that right?  
 16 A. Yes.  
 17 Q. You have no training as an engineer or a scientist?  
 18 A. Correct.  
 19 Q. And you are not a patent attorney?  
 20 A. That is correct.  
 21 Q. Now, you joined BlackBerry in April 2010.  
 22 A. That is correct.  
 23 Q. You were not responsible for chipset selection for  
 24 BlackBerry?  
 25 A. That is true.

22

1 Q. You never worked, I take it, at either Apple or Samsung?  
 2 A. No, I have not.  
 3 Q. I am afraid we will now need to go into private session  
 4 so I can refer to certain documents that are outer ring  
 5 confidential so the in-house lawyers can remain, but the  
 6 general public, I am afraid, will need to --  
 7 THE CHAIR: Are you going to deal with all your private  
 8 session comments in one go or are we just going to  
 9 remain --  
 10 MR JOWELL: In one go. It is almost all going to be. There  
 11 will be a short section at the end maybe it can open.  
 12 THE CHAIR: All right. Do you need the Tribunal to rise?  
 13 We will rise for a couple of minutes.  
 14 (11.11 am)  
 15 [Session in open court]  
 16 MR JOWELL: Mr Grubbs, I just want to ask you a little bit  
 17 about your deposition evidence. I take it that you met  
 18 with lawyers for the FTC?  
 19 A. I do not recall. I do not recall meeting with them  
 20 beforehand. It is possible, but I do not recall that.  
 21 Q. Very well.  
 22 MR JOWELL: Madam, I have no further questions in that case.  
 23 Re-examination by MR MOSER  
 24 THE CHAIR: Yes, Mr Moser.  
 25 MR MOSER: Mr Grubbs, just two questions. You were taken to

23

1 paragraph 48 of your witness statement. Can I ask you  
 2 to look again at paragraph 48 {C/2/14}. There is  
 3 a reference there to a part of the FTC deposition. If  
 4 we go to the link, which is {POG/25/21}, you will see  
 5 there a single page. Is that the page in your FTC  
 6 deposition that you were referring to at paragraph 48?  
 7 A. Yes.  
 8 Q. I am essentially using you, Mr Grubbs, I am afraid, just  
 9 to show the Tribunal this document so the Tribunal has  
 10 seen it in case they have not read it before. Can I ask  
 11 the Tribunal just to read that document. I do not have  
 12 any further questions about it.  
 13 THE CHAIR: All right, let me read it. The whole of this  
 14 page?  
 15 MR MOSER: Yes, because it puts into context paragraph 48.  
 16 (Pause)  
 17 THE CHAIR: All right.  
 18 MR MOSER: Thank you. I have no further questions for  
 19 Mr Grubbs. I do not know whether Tribunal might want to  
 20 ask any questions?  
 21 THE CHAIR: No further questions. Thank you very much,  
 22 Mr Grubbs.  
 23 THE WITNESS: Thank you.  
 24 MR MOSER: Thank you very much.  
 25 THE WITNESS: Thank you.

24

1 (The witness withdrew)  
 2 THE CHAIR: Would that be a convenient moment?  
 3 MR MOSER: Yes.  
 4 THE CHAIR: Can I just check: when we come back we are  
 5 having Mr Blumberg. Is that going to be an open or  
 6 closed session, because if we are going to have to  
 7 change around, then we might proceed until the moment of  
 8 the change and then rise?  
 9 MR JOWELL: It is going to be 90% in closed, I think, but  
 10 the initial few questions I can ask --  
 11 THE CHAIR: So a few questions in open session and then in  
 12 closed session?  
 13 MR JOWELL: Correct.  
 14 THE CHAIR: In which case, I would propose that we just get  
 15 on, swear in Mr Blumberg. You ask your initial  
 16 questions, then we will rise for the mid-morning break  
 17 at then we can then go into closed session afterwards.  
 18 MR MOSER: Yes.  
 19 I call Mr Blumberg.  
 20 MR IRA BLUMBERG (affirmed)  
 21 Examination-in-chief by MR MOSER  
 22 MR MOSER: Thank you very much.  
 23 Mr Blumberg, you have been handed a file. Within it  
 24 there should be a document that is headed, "Witness  
 25 statement of Ira Blumberg". Is that correct?

1 A. Yes, it is.  
 2 Q. Do you recognise that as being your statement in these  
 3 proceedings {C/1/1}?  
 4 A. Yes, I do.  
 5 Q. Good. Can I ask you, please, to turned on to page 15 of  
 6 this document where you find a passage headed,  
 7 "Statement of truth" {C/1/15}. Is it over the page?  
 8 Forgive me, 16 {C/1/16}. There should be something  
 9 there headed, "Statement of truth" and a signature  
 10 {C/1/24}.  
 11 A. I have it on page 24 over to 25.  
 12 Q. I am so sorry, because it is the hard copy, I have gone  
 13 into the wrong statement. You are ahead of me. So,  
 14 thank you, yes, I agree. Is this statement true to pet  
 15 staff to your belief?  
 16 A. It is, with one caveat, which is I made the statement  
 17 before I had access to much of the confidential  
 18 information which -- to which I gained access over the  
 19 last month and with access to some of that confidential  
 20 information, my memory was further refreshed. So some  
 21 of the things in this statement are not entirely  
 22 accurate with respect to dates or fine details, but  
 23 overall it is still truthful.  
 24 THE CHAIR: Are there -- all right. Are there any specific  
 25 dates that you want to correct or details that you want

1 to correct, because I think that it would be helpful for  
 2 us to know what you think is not entirely accurate now?  
 3 A. The main thing that sticks out in my recollection,  
 4 Madam Chair, is that the negotiations between Qualcomm  
 5 and Lenovo that resulted in amendments of the earlier  
 6 agreements were not unitary but actually resulted in  
 7 a series of amendments from the period of 2013  
 8 through 2016.  
 9 THE CHAIR: All right. Which are the relevant paragraphs of  
 10 your witness statement?  
 11 A. Ah, it will take me just a moment to go through and find  
 12 those statements.  
 13 THE CHAIR: Or you saying in effect it is the whole of your  
 14 witness statement for that period?  
 15 A. It does affect my statement for that period, in  
 16 particular in the section starting on page 5 in the hard  
 17 copy where I talk about the dealings in 2013, I believe  
 18 I collapsed some of the detail into 2013 which actually  
 19 took place over that longer period {C/1/5}.  
 20 THE CHAIR: So page 5 onwards?  
 21 A. Yes. I think the underlying gist is still correct; it  
 22 simply happened over a longer period of time and over  
 23 a longer -- several independent amendments as opposed to  
 24 one.  
 25 THE CHAIR: Is there any specific paragraph that you -- or

1 are there any specific paragraphs which you now, with  
 2 the benefit of the further information that you have  
 3 seen, would wish to correct?  
 4 A. I think paragraph 22 on page 9 {C/1/9} is one of those  
 5 where, as I say -- I believe that was the initial  
 6 meeting that I referred to, but then the negotiations  
 7 that resulted from it did drag on much longer than I had  
 8 indicated.  
 9 THE CHAIR: So when you say in paragraph 23:  
 10 "During that meeting ..."  
 11 You then discuss what happened in that meeting, are  
 12 you saying, now, that some of this was not during that  
 13 meeting but in subsequent meetings, or what are you  
 14 saying, because this whole section from 22 to 26  
 15 concerns one particular meeting?  
 16 A. Actually I misspoke. It is more probably paragraph 31  
 17 on page 13 {C/1/13}, where I said negotiations concluded  
 18 around mid 2013. That was the first of a series of  
 19 negotiations which resulted in the first amendment, but  
 20 there were subsequent negotiations through 2016.  
 21 Specifically, for example, where I say that we agreed  
 22 upon acquisition of Motorola it would not be included in  
 23 the underlying agreement, that my recollection was  
 24 refreshed was actually discussed in 2014 and not  
 25 in 2013, but, again, the results that I mention here are

1 accurate. They simply happened over a longer span of  
 2 time.  
 3 THE CHAIR: Okay. Has this been drawn to the attention of  
 4 the other side or is this the first that you are raising  
 5 this now?  
 6 MR JOWELL: It is the first. I think we can cope.  
 7 THE CHAIR: All right. Okay. Thank you.  
 8 MR MOSER: It is the first time it has been drawn to my  
 9 attention.  
 10 THE CHAIR: Thank you very much for pointing that out and  
 11 Mr Jowell has confirmed that he is able to proceed on  
 12 that basis.  
 13 Mr Moser, do you have any other questions?  
 14 MR MOSER: I have no other questions for you. Thank you,  
 15 but my learned friend will .  
 16 Cross-examination by MR JOWELL  
 17 MR JOWELL: Good morning, Mr Blumberg.  
 18 A. Good morning.  
 19 Q. You are a lawyer, an attorney?  
 20 A. That is correct, in the US.  
 21 Q. In the US. You joined Lenovo in July 2012?  
 22 A. That is correct.  
 23 Q. Just to be clear, in the course of your career you have  
 24 never worked for Apple?  
 25 A. No, I have not.

1 Q. You have never worked for Samsung?  
 2 A. No, I have not.  
 3 Q. You have no special knowledge of the business relations  
 4 between Qualcomm and Apple or Samsung therefore?  
 5 A. No, nothing more than what is reported in the press.  
 6 Q. Thank you.  
 7 Now, your first role at Lenovo was vice-president of  
 8 intellectual property?  
 9 A. That is correct.  
 10 Q. You later became vice president of litigation ?  
 11 A. For a time, yes, that is correct.  
 12 Q. So it is fair to say that you are not someone who has  
 13 ever been involved in the design of the cellular phones?  
 14 A. That is correct.  
 15 Q. You have never been responsible for chipset procurement  
 16 or chipset evaluation?  
 17 A. Other than negotiating legal terms in some agreements,  
 18 that is correct.  
 19 Q. Now, before you joined Lenovo, it had previously been  
 20 called Legend Computers. Is that right?  
 21 A. I am sorry, could you repeat that?  
 22 Q. Before you joined Lenovo, it was --- at a time in the  
 23 past it was called Legend Computers; yes?  
 24 A. That was one of the predecessors of Lenovo, that is  
 25 correct.

1 Q. Yes. It started -- that was a Chinese computer company?  
 2 A. Yes, that is correct.  
 3 Q. Then Legend acquired IBM's computer business, personal  
 4 computer business, in about 2005, is that right?  
 5 A. Yes.  
 6 Q. Even when you joined Lenovo in 2012, the vast majority  
 7 of its business was still manufacturing and selling  
 8 computers; correct?  
 9 A. That is correct.  
 10 Q. Now, you say in your witness statement, paragraph 13,  
 11 Lenovo had been interested in entering the cellular  
 12 phone market and that you were aware that in China  
 13 Legend was in the phone business as far back  
 14 as 2005 {C/1/5}. Do you recall that evidence?  
 15 A. I do.  
 16 Q. Now, to the best of your knowledge, before 2005, I take  
 17 it that presumably Legend was not in the cellular phone  
 18 business?  
 19 A. I believe that they were, but I do not know the details  
 20 because I was not involved with the company prior  
 21 to 2012.  
 22 Q. What is the basis of your belief that before 2005 they  
 23 were involved in the mobile phone business, if you were  
 24 not there?  
 25 A. If I remember correctly, there was a licence agreement

1 between Legend and Qualcomm that was signed  
 2 significantly earlier than 2005.  
 3 Q. But that does not mean they were necessarily in the  
 4 phone business. They signed the licence?  
 5 A. While that is true, I am not sure why they would have  
 6 signed a cellular phone licence if they had no interest  
 7 in being in the phone business.  
 8 Q. But they were not yet in the phone business at the time  
 9 they signed the licence, to the best of your knowledge?  
 10 A. I do not know.  
 11 Q. Now, at the time you arrived in Lenovo, it obviously  
 12 did, by then, sell mobile phones, but I am right to say  
 13 that about 99% of those mobile phones were sold in  
 14 China; correct?  
 15 A. I am not sure whether it was China alone or China and  
 16 some other countries outside of the US and the EU.  
 17 Q. Let me show you some of the figures we have. Could we  
 18 go to {ORI/309.17}, please. These are -- this is  
 19 a table that sets out the sales of Lenovo in different  
 20 countries and regions and in different years. You see,  
 21 in 2012, at the top left, we see Asia ex China 1% and  
 22 China 99%.  
 23 A. I see that.  
 24 Q. Does that accord with your understanding at the time  
 25 more or less?

1 A. Again, I do not have any specific recollection of the  
 2 breakdown.  
 3 Q. But it does not look wrong?  
 4 A. I could not dispute it.  
 5 Q. Thank you.  
 6 MR JOWELL: I think, Madam, it will now be a convenient time  
 7 to go into closed session.  
 8 THE CHAIR: All right. Are you all right with five minutes  
 9 or do you need a bit longer, given the points that have  
 10 been made by Mr Blumberg?  
 11 MR JOWELL: I am fine with five minutes.  
 12 THE CHAIR: All right. We will rise for five minutes.  
 13 (11.55 am)  
 14 (Short Break)  
 15 (12.06 pm)  
 16 [Session in private]  
 17 [Session in open court]  
 18 Housekeeping  
 19 THE CHAIR: What is it you wanted to say, Mr Moser?  
 20 MR MOSER: As is sometimes the case, specifically with  
 21 witnesses from the same company, some of the witness  
 22 statements for Qualcomm cover the same ground, so both  
 23 Mr Gonell and Mr Rogers, for instance, deal with  
 24 particular negotiations. It is not unusual that one  
 25 does not ask all of the same questions twice.

1 THE CHAIR: I rather thought that was coming. You are  
 2 saying you do not want to have to put the exact same  
 3 question to two successive witnesses?  
 4 MR MOSER: Yes.  
 5 THE CHAIR: Mr Jowell, do you have any problem with that?  
 6 MR JOWELL: I think that is generally the -- I think that is  
 7 in fact the general rule, that you do not have to do it,  
 8 but of course if they have different things to say,  
 9 then --  
 10 THE CHAIR: Yes, of course.  
 11 MR JOWELL: -- they should both be challenged.  
 12 THE CHAIR: No, that is conventional. If there is  
 13 a different perspective offered by the different  
 14 witnesses on the same set of facts, then that may be  
 15 something that you want to put to each of them  
 16 individually if you want to challenge the particular  
 17 perspective of one witness, but if you are simply going  
 18 to ask exactly the same question in relation to what is  
 19 essentially the same evidence --  
 20 MR MOSER: Yes.  
 21 THE CHAIR: -- then you do not need to put that to multiple  
 22 witnesses.  
 23 MR MOSER: I am grateful.  
 24 THE CHAIR: Do you have any revisions to the time estimates  
 25 for those witnesses at this point, because it would be

1 helpful to know so that we can just think about the  
 2 timetable for next week, particularly in light of the  
 3 potential reduction to the industry and technical expert  
 4 evidence time?  
 5 MR MOSER: Not at this time. We are reasonably confident  
 6 that Mr Katouzian will not be needed until Tuesday, but  
 7 also that we will not need more than Tuesday with him.  
 8 THE CHAIR: Right.  
 9 MR MOSER: In other words, we do think that it is Mr Gonell,  
 10 I think, on Monday, that we will be all day Monday.  
 11 THE CHAIR: So are you planning to be all day on Friday with  
 12 Mr Rogers, or not?  
 13 MR MOSER: I do not know, but I do not want to say I will  
 14 not be.  
 15 THE CHAIR: No, all right. So, in principle, then, Friday  
 16 with Mr Rogers. Mr Gonell will then start on Monday.  
 17 MR MOSER: Yes.  
 18 THE CHAIR: You think that it will then be Mr Katouzian on  
 19 Tuesday.  
 20 MR MOSER: Yes.  
 21 THE CHAIR: Possibly not for all of Tuesday.  
 22 MR MOSER: Possibly not. It is possible I should say, that  
 23 Mr Gonell might be slightly more than one day so we  
 24 might go over with Mr Gonell if that helps?  
 25 THE CHAIR: All right.

1 MR MOSER: Which probably means we need all of Monday and  
 2 Tuesday, but we are likely to go short, of course, with  
 3 the industry technical evidence.  
 4 THE CHAIR: That is what I was going to come on to next.  
 5 Have your discussions between the two sides reached any  
 6 provisional landing point on how long you are likely to  
 7 need with the industry and technical -- it is just Melin  
 8 and Schneider, is it not?  
 9 MR MOSER: I will let Mr Saunders deal with that, if I may.  
 10 MR SAUNDERS: I am grateful. I think yesterday we discussed  
 11 the possibility of about half a day of  
 12 cross-examination. I should also say that there is  
 13 a discussion between the parties about whether the live  
 14 evidence could be dispensed with.  
 15 THE CHAIR: Yes.  
 16 MR SAUNDERS: But there is a slight issue we need to look at  
 17 that -- that proposal only came in yesterday during  
 18 court and we are looking at it today so there will be  
 19 some correspondence between us and I can mention it as  
 20 housekeeping on Friday.  
 21 THE CHAIR: Right.  
 22 MR SAUNDERS: But I would hope, to the extent we can, we  
 23 will narrow that cross-examination as much as possible  
 24 and I think you have already indicated that it is not  
 25 an area which is going to be of enormous groundbreaking

1 assistance to the Tribunal, perhaps.  
 2 THE CHAIR: No.  
 3 MR SAUNDERS: So we are doing what we can to see if we can  
 4 come up with that.  
 5 THE CHAIR: In which case, I propose that we do not then  
 6 just not sit for the remainder of Wednesday or at all on  
 7 Wednesday, if we get to the point that there is no  
 8 cross-examination required, but then we bring forward  
 9 the hot-tub of the competition economics experts to  
 10 whenever we have finished with the cross-examination, if  
 11 there is any, of Melin and Schneider.  
 12 MR SAUNDERS: Yes. So that would potentially -- I think  
 13 currently that is for Thursday and Monday. Obviously we  
 14 are in the Tribunal's hands because it is heavy for the  
 15 Tribunal to prepare for the hot-tubbing as well.  
 16 THE CHAIR: Yes.  
 17 MR SAUNDERS: So we are conscious that is a matter for you.  
 18 The other only other slight complication is that  
 19 there are deadlines for us to produce documents for the  
 20 cross-examination for those witnesses and that obviously  
 21 all shuffles up if their cross-examination shuffles up  
 22 as well. I do not think, on our side, that is  
 23 necessarily a problem, but I have not -- that is not  
 24 something I have discussed with --  
 25 THE CHAIR: I am not sure that really impacts on that. What

1 I am proposing is that we bring forward the hot-tub as  
 2 far as we can. It may be that we can start the hot-tub  
 3 on the start of Wednesday if you do not want -- if the  
 4 landing point that you reach is that there is not going  
 5 to be cross-examination of Mr Melin and Mr Schneider at  
 6 all or, at the very least, we bring that forward by half  
 7 a day.  
 8 MR SAUNDERS: Yes, say Wednesday afternoon.  
 9 THE CHAIR: Then you should assume therefore that the rest  
 10 of the timetable will be brought forward by at least  
 11 a half day. That means, I think, that we will be  
 12 expecting written closings submissions at least half  
 13 a day earlier than scheduled. So at the moment it is  
 14 10.00 am on 29 October. Assuming that we bring the  
 15 hot-tub forward by at least a half a day, then that  
 16 would come forward to some point in the early afternoon,  
 17 I think, of 28th.  
 18 I am not going to suggest, if that happens, that we  
 19 start the closing submissions on the Friday. I do not  
 20 think that that would be good use of anyone's time to  
 21 have a tidbit of the closings on Friday afternoon.  
 22 I would then suggest that then the extra time is used  
 23 for everyone, productively, I think, in light of the  
 24 likely length of the closings, to be reading the closing  
 25 submissions and also for the Tribunal to read the

1 closing submissions and we start on the Monday.  
 2 Now, if it happens that we get a lot of time through  
 3 the back in respect of the cross-examination, if a lot  
 4 of that goes short, then we might end up starting on  
 5 Friday, but at moment, if it is just half a day, I do  
 6 not think that that is sensible to start.  
 7 MR MOSER: To the extent it is my place to agree,  
 8 I respectfully agree with that.  
 9 THE CHAIR: Yes.  
 10 MR MOSER: I echo what Mr Saunders says about the giving  
 11 notice of the documents. There is a deadline, as you  
 12 may be aware. So--and--so many working days before the  
 13 cross-examination starts, one has to notify, for  
 14 instance, which documents will be put to Dr Padilla,  
 15 say. I am thinking here in particular of Mr Williams'  
 16 position who is going to be cross-examining Dr Padilla.  
 17 It may be that a half day or something extension might  
 18 therefore need to be agreed on the documents, if they  
 19 happen to inch forward by half a day, but that is the  
 20 only point which -- I think that was --  
 21 MR SAUNDERS: I think we can discuss that and mention it to  
 22 the extent we have to agree.  
 23 MR MOSER: No, I am just raising it.  
 24 THE CHAIR: I am aware that Mr Williams is not available at  
 25 moment so that may complicate things.

1 MR SAUNDERS: The other slight complication is we need to  
 2 check experts' availability which I assume is okay, but  
 3 we have not --  
 4 THE CHAIR: At the previous discussion of this, the Tribunal  
 5 did make clear that if anything went short, we would  
 6 expect the rest to move up so I would have expected that  
 7 experts should be available to start a day earlier or  
 8 half a day -- or at least half a day earlier, which we  
 9 think it will be at least half a day earlier. So please  
 10 ensure that that will be the case, because I do not want  
 11 to lose time. I think it is much better, rather than  
 12 just having a non-sitting day or a half a non-sitting  
 13 day, that we get through the evidence and can then build  
 14 in extra time for reviewing closing submissions.  
 15 A few other points to make about next week. The  
 16 swearings in continue so on Monday, 13th, we will need  
 17 to finish, I think, at the very latest by about 4.25, so  
 18 that I can get over to the RCJ. Now, on Tuesday  
 19 I imagine that there may be a general exodus from at  
 20 least one side of the courtroom for the swearing in of  
 21 Mr Justice Birt. So I would suggest that we finish  
 22 significantly earlier on Tuesday so that everyone can  
 23 get over there. If that means that we need to start  
 24 earlier on Tuesday, can somebody please just indicate at  
 25 the start of the week. That will really depend on how

1 long you are taking with your cross-examination. If you  
 2 are going to need a full day on Tuesday and we cannot  
 3 finish by, say -- I have it in my diary for 4.45. Is it  
 4 4.45?  
 5 MR SAUNDERS: That is my understanding as well.  
 6 THE CHAIR: Yes. In that case, I think we should be  
 7 finishing somewhere between 4.00 and 4.15 so that  
 8 everyone can get over there.  
 9 So if that is not going to give you enough time on  
 10 your side, Mr Moser, then we can start early on Tuesday.  
 11 Then on Wednesday -- on Thursday, there is the  
 12 Bellamy Lecture here in this courtroom in the  
 13 afternoon -- early evening. We will need to vacate this  
 14 room, I think you have been told, by around 3.00/3.30.  
 15 So that may -- that may simply mean that we start at  
 16 10.00, finish at 3.00 or 3.30 and the subsequent  
 17 timetable then continues and we do not have the extra  
 18 half a day, depending on when we start the hot-tub, or  
 19 we could start early on that day. So perhaps we can  
 20 just review this, but towards the end of the week, when  
 21 we know how long you need with, if at all, Melin and  
 22 Schneider.  
 23 MR MOSER: Yes.  
 24 THE CHAIR: I would have thought, if we are starting the  
 25 hot-tub on Wednesday morning, then we can go for

1 Wednesday, then we can have a short day on Thursday and  
 2 then we bring forward the whole of the rest of the  
 3 timetable just by half a day. That might be the answer.  
 4 MR SAUNDERS: My Lady, that was going to be my question.  
 5 I was wondering whether the Tribunal has an approximate  
 6 view of how long the hot-tubbing is likely to take? It  
 7 is currently two and a half days.  
 8 THE CHAIR: At the moment it is two and a half days.  
 9 I think we are working to that. We will obviously be  
 10 discussing tomorrow the questions for the hot-tub so  
 11 that we can then send them to you by the end of the week  
 12 as we have promised. We may be able to send them to you  
 13 earlier than that, but we will be discussing this  
 14 tomorrow. I think we need to work for two and  
 15 a half days.  
 16 Provisionally, and also this may feed into the  
 17 subsequent timetable, if we have made good progress in  
 18 the hot-tub, I am not convinced that we are going to --  
 19 it is going to be useful to us to have another two  
 20 full days of cross-examination of Dr Padilla and  
 21 Mr Noble. I just say this to warn you at this point,  
 22 because we will be going over the topics quite  
 23 thoroughly and I am not really expecting them to go over  
 24 exactly the same points uphill and down dale over the  
 25 subsequent days. So be prepared to reduce the scope of

1 your cross-examination commensurately with the progress  
 2 that has been made in the hot-tub and it may be that we  
 3 reduce this to, let us say, one and a half days -- we  
 4 have two days, I think, at the moment, have not we?  
 5 MR MOSER: Yes.  
 6 THE CHAIR: It may be that we reduce that to, say, one and  
 7 a half days or even less, depending on what we think we  
 8 have got out of the hot-tub. I am not keen on just  
 9 cross-examination for the sake of it.  
 10 MR SAUNDERS: My Lady, I think certainly the message is  
 11 received, although it is obviously important that we  
 12 have the opportunity to put our case to the other side.  
 13 THE CHAIR: Of course.  
 14 MR SAUNDERS: I would anticipate my learned friend would  
 15 agree with that as a general principle.  
 16 THE CHAIR: Yes.  
 17 MR SAUNDERS: We will keep, if I may suggest, it under  
 18 review. Obviously we will both take stock once we have  
 19 had the hot-tubbing and see where we are.  
 20 THE CHAIR: Yes. I am just warning you that we may say at  
 21 the end of the hot-tub that we want -- we do not want to  
 22 have two full days then spent on cross-examining  
 23 Dr Padilla and Mr Noble.  
 24 MR SAUNDERS: We may need to address you on that point in  
 25 light of where we have got to.

1 THE CHAIR: Absolutely. So I think where that leaves us is  
 2 it seems likely that the timetable will be brought  
 3 forward by at least half a day and actually that has the  
 4 advantage that the cross-examination would be finished  
 5 by Wednesday evening and that may avoid witnesses going  
 6 into purdah overnight or at least both of them going --  
 7 both of the experts going into purdah overnight. So  
 8 I think we should probably assume that we should do  
 9 that, if we can, and then the filing of the closing  
 10 submissions probably by around midday early afternoon on  
 11 Tuesday, 28th.  
 12 MR MOSER: Yes.  
 13 THE CHAIR: All right. Is there anything else that we can  
 14 deal with now usefully?  
 15 MR SAUNDERS: My Lady, no more housekeeping from our side.  
 16 MR MOSER: Nothing from our side.  
 17 THE CHAIR: All right. Can I just say one word about  
 18 confidentiality. We are proceeding in a pragmatic way  
 19 on the basis discussed yesterday. We are obviously  
 20 going to have to see how much of the confidential  
 21 material is used in the judgment and we will then have  
 22 to have a discussion about confidentiality. At that  
 23 point, we will want to hear submissions from both sides  
 24 on what we make of the US protective order because it  
 25 may be that there is a deal of material which is

1 currently blanket protected by the fact that it is  
 2 deposition material, but which, actually, the Tribunal  
 3 does not regard as in any sensible way material that  
 4 should be protected by confidentiality .  
 5 Now, I think you just need to start thinking about  
 6 how that will be dealt with. That may be some months  
 7 down the line, but I do not want this to come as  
 8 a surprise to everyone because I think we need to ensure  
 9 that the judgment is readable and understandable and  
 10 also that we do not redact where it is not necessary to  
 11 do so.  
 12 MR MOSER: Madam, yes. Yesterday I suggested my own  
 13 pragmatic sanction. Ms Abraham was not able to deal  
 14 with it because I had not forewarned her. We are  
 15 writing, even now, to Apple and Samsung about this.  
 16 THE CHAIR: Yes.  
 17 MR MOSER: We hope to provide some progress.  
 18 THE CHAIR: Yes.  
 19 MR MOSER: It may well be that some documents have simply  
 20 fallen under this umbrella of, "Oh, you cannot refer to  
 21 them" because of the way they reached us, but the  
 22 documents themselves are entirely innocuous.  
 23 THE CHAIR: Exactly. I think your point was well made that  
 24 the underlying content of some of the evidence cannot  
 25 possibly be regarded as confidential and it should not

1 be regarded as confidential simply because of the way it  
 2 reached you.  
 3 MR MOSER: Indeed.  
 4 THE CHAIR: I am aware that there will be views on multiple  
 5 sides expressed, but I just want to sort of set that  
 6 point out now.  
 7 If it is possible to deal with that before the end  
 8 of the Trial, great: if not, at the very latest, we will  
 9 have to deal with it at the stage of us handing down our  
 10 judgment.  
 11 Yes, Mr Saunders.  
 12 MR SAUNDERS: The only point I was going to make is insofar  
 13 as it is necessary to vary the order before the US  
 14 District Court, it is necessary to get court time in the  
 15 US District Court and that docket can sometimes be quite  
 16 difficult to find ourselves shuffled to the top of. If  
 17 you are going to produce a draft judgment which refers  
 18 to specific documents that are within the scope of the  
 19 1782 order and then an application has to be made to the  
 20 US District Court to release them, that may take  
 21 a period of time which is not within any parties'  
 22 control.  
 23 THE CHAIR: No. You say that the only way of dealing with  
 24 this is by making an application to the US court.  
 25 MR SAUNDERS: Well, there is an extant US court order. The

1 parties -- I mean, obviously that binds the recipient of  
 2 the information through the US process. You can make an  
 3 adverse order here, but then we are in a position where  
 4 there are conflicting orders binding the same party,  
 5 which is obviously not optimal, and there are also  
 6 issues of comity and everything else that one has to  
 7 think about.  
 8 THE CHAIR: In that case, would it be sensible to make  
 9 that -- make an application -- appropriate application  
 10 to the US court now, mindful that down the --  
 11 MR SAUNDERS: This is something we have raised a number of  
 12 times with the CR to see whether that can be moved  
 13 forward.  
 14 THE CHAIR: Yes.  
 15 MR SAUNDERS: But we are where we are with this. As  
 16 I understand at present -- this is not my sub-issue, as  
 17 it were, but my current understanding is no such  
 18 application has been made.  
 19 THE CHAIR: All right. Well, Mr Moser, I mean, in light of  
 20 that, can you perhaps discuss and then update us at the  
 21 end of the week on where you have got to on that because  
 22 I do think that if that is the only way that we are  
 23 going to be able to deal with it and your suggestion  
 24 to -- if your suggestion to Ms Abraham yesterday is not  
 25 going to be seen as a viable way through this, that may

1 be a viable way through, but, if it is not, then it is  
 2 much better for the application to be made now, having  
 3 seen in general terms the scope of the use that is being  
 4 made of the material. Obviously, until we got to Trial,  
 5 it was not clear to anybody how much use would be made  
 6 of the material. That is why Mr Turner's order was on  
 7 a pro tem basis.  
 8 Now, we have seen the general compass of the  
 9 material that is being referred to. We have now -- you  
 10 have now closed your evidence. So it now ought to be  
 11 possible for an appropriate application to be made so  
 12 that this can be dealt with and that we do not have  
 13 a situation where there is a very highly redacted  
 14 version of the judgment floating around for a long time  
 15 before we can make suitable unredactions.  
 16 MR MOSER: Yes, that will be done.  
 17 THE CHAIR: Yes. You will obviously have seen the judgment  
 18 of the Court of Appeal in the InterDigital case, which  
 19 addressed confidentiality. I do not -- I have not had  
 20 a chance to look at it in detail, but I think the  
 21 material that we are talking about and which generated  
 22 the debate that we had at the start of yesterday's  
 23 hearing, it is not really at that level of  
 24 confidentiality. What we are talking about is quite  
 25 general material, dating back some years, where it is

1 narrative essentially ; it is not for specific figures ,  
 2 and it is the kind of narrative that is given in the  
 3 depositions, which really at this point, and given that  
 4 the allegations that you are making are well-known and  
 5 are in open court, a lot of that should not really  
 6 continue to be confidential .

7 MR MOSER: That is exactly our position.

8 THE CHAIR: Yes. All right. So perhaps you could just  
 9 update us at the end of the week and I would encourage  
 10 you to discuss between yourselves a constructive way so  
 11 that we are not then dealing with this for the first  
 12 time at the judgment stage. Thank you very much.

13 So we will then reconvene at 10.30 on Friday. Thank  
 14 you.

15 (2.36 pm)

16 (The court adjourned until 10.30 am  
 17 on Friday, 10 October 2025)

18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

1 INDEX

2 Opening submissions by MR BAILEY ..... 1  
 (continued)

3 In Open Court..... 1  
 MR JOHN GRUBBS (sworn).....21

4 Examination-in-chief by MR MOSER .....21

5 Cross-examination by MR JOWELL.....22

6 Re-examination by MR MOSER ..... 23

7 MR IRA BLUMBERG (affirmed).....25

8 Examination-in-chief by MR MOSER .....25

9 Cross-examination by MR JOWELL.....29

10 Housekeeping ..... 33

11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

**A**

**ab210 (2)** 12:8 13:4  
**ab21018 (1)** 13:7  
**ab22137 (1)** 11:4  
**ab22138 (1)** 11:19  
**ab23315 (1)** 9:24  
**abilities (1)** 2:23  
**ability (2)** 6:6 19:14  
**able (9)** 9:11 12:23 17:21  
 19:12 20:18 29:11 42:12  
 45:13 47:23  
**abraham (2)** 45:13 47:24  
**absolutely (1)** 44:1  
**academic (1)** 10:1  
**accept (1)** 9:7  
**acceptable (1)** 10:24  
**accepts (2)** 17:20 18:8  
**access (3)** 26:17,18,19  
**accord (1)** 32:24  
**accounted (1)** 4:11  
**accounting (1)** 22:15  
**accurate (3)** 26:22 27:2 29:1  
**achieve (1)** 12:23  
**acknowledge (1)** 16:18  
**acquire (1)** 2:10  
**acquired (1)** 31:3  
**acquisition (1)** 28:22  
**across (3)** 2:11 5:22 9:19  
**actually (12)** 5:8 9:9 15:1,24  
 18:5,6 27:6,18 28:16,24  
 44:3 45:2  
**address (1)** 43:24  
**addressed (1)** 48:19  
**adjourned (1)** 49:16  
**advantage (1)** 44:4  
**adverse (1)** 47:3  
**affect (3)** 5:19 6:9 27:15  
**affects (1)** 9:15  
**affirmed (2)** 25:20 50:7  
**afraid (4)** 7:5 23:3,6 24:8  
**afternoon (5)** 38:8,16,21  
 41:13 44:10  
**afterwards (1)** 25:17  
**again (5)** 9:1 14:6 24:2  
 28:25 33:1  
**against (3)** 4:20 5:24 11:5  
**agree (7)** 18:17 22:6 26:14  
 39:7,8,22 43:15  
**agreed (4)** 2:16 21:1 28:21  
 39:18  
**agreement (5)** 14:25 15:10  
 17:10 28:23 31:25  
**agreements (3)** 20:7 27:6  
 30:17  
**ah (1)** 27:11  
**ahead (1)** 26:13  
**allegation (1)** 18:15  
**allegations (2)** 11:5 49:4  
**alleged (2)** 15:7 18:11  
**allegedly (1)** 19:18  
**almost (1)** 23:10  
**alone (1)** 32:15  
**alongside (1)** 20:13  
**already (1)** 36:24  
**also (9)** 8:11 9:23 11:10 35:7  
 36:12 38:25 42:16 45:10  
 47:5  
**alternative (3)** 16:13,17 19:6  
**alternatives (3)** 14:12,21  
 16:1  
**although (1)** 43:11  
**always (2)** 16:23 21:6  
**amendment (1)** 28:19  
**amendments (3)** 27:5,7,23  
**amon (1)** 16:8  
**analysis (1)** 7:25  
**another (4)** 9:12 12:5 20:2  
 42:19  
**answer (8)** 6:10 7:2 8:4,22  
 9:6,18,25 42:3  
**anticipate (1)** 43:14  
**anybody (1)** 48:5  
**anyones (1)** 38:20  
**anything (4)** 5:23 6:7 40:5  
 44:13

**anyway (1)** 5:21  
**apologise (1)** 19:21  
**appeal (1)** 48:18  
**apple (31)** 2:18,23 3:3,21  
 4:4,8,23 6:4,20,20 7:10,22  
 8:4,8 9:3 14:20 15:2,14,24  
 16:9,16 17:3,21 18:8,21  
 19:3,11 23:1 29:24 30:4  
 45:15  
**apples (1)** 14:15  
**application (7)** 46:19,24  
 47:9,9,18 48:2,11  
**applied (1)** 6:4  
**approach (5)** 2:8 3:5,17 4:22  
 11:24  
**approached (1)** 10:12  
**appropriate (2)** 47:9 48:11  
**approximate (1)** 42:5  
**april (1)** 22:21  
**area (1)** 36:25  
**arguably (1)** 5:7  
**arguments (1)** 5:20  
**arose (1)** 18:15  
**arousal (5)** 25:7 28:18 41:14  
 44:10 48:14  
**arrive (1)** 20:10  
**arrived (2)** 20:23 32:11  
**asia (1)** 32:21  
**ask (18)** 1:18,25 7:15 11:17  
 13:8,15,22 15:13 16:19  
 23:16 24:1,10,20 25:10,15  
 26:5 33:25 34:18  
**assess (1)** 3:25  
**assessment (3)** 3:11 5:3,6  
**assist (1)** 19:20  
**assistance (1)** 37:1  
**assume (3)** 38:9 40:2 44:8  
**assuming (2)** 7:1 38:14  
**attention (2)** 29:3,9  
**attorney (3)** 22:14,19 29:19  
**authorities (2)** 10:15 13:5  
**automatically (1)** 11:14  
**availability (1)** 40:2  
**available (4)** 8:18 14:21  
 39:24 40:7  
**avoid (1)** 44:5  
**awarded (2)** 12:21,25  
**aware (4)** 31:12 39:12,27  
 46:4

**B**

**back (7)** 16:8,18 18:23 25:4  
 31:13 39:3 48:25  
**background (1)** 22:14  
**bad (2)** 6:1,7  
**bailey (23)** 1:3,5,6,11,18,23  
 2:3,6 3:16 4:7 5:7,13 6:13  
 7:2 10:20 11:3 12:10,14,19  
 13:7,12 19:23 50:2  
**bargaining (7)** 8:16  
 12:1,7,12,20 14:7,17  
**basis (8)** 4:1,23 5:4 12:20  
 29:12 31:22 44:19 48:7  
**basket (1)** 4:17  
**bcpa (1)** 16:16  
**became (1)** 30:10  
**before (14)** 3:8 10:17 18:16  
 20:1 24:10 26:17 30:19,22  
 31:16,22 39:12 46:7,13  
 48:15  
**beforehand (1)** 23:20  
**began (1)** 8:20  
**begin (1)** 7:13  
**behind (1)** 20:13  
**being (5)** 5:13 6:2 18:3  
 21:25 26:2 32:7 48:3,9  
**belief (2)** 26:15 31:22  
**beliefs (1)** 18:19  
**believe (5)** 17:1 22:4 27:17  
 28:5 31:19  
**believed (1)** 18:21  
**bellamy (1)** 41:12  
**benefit (1)** 28:2  
**best (2)** 31:16 32:9  
**better (3)** 19:5 40:11 48:2

**between (8)** 27:4 30:4 32:1  
 36:5,13,19 41:7 49:10  
**bid (1)** 15:3  
**bidding (2)** 12:6 14:17  
**bifurcate (1)** 5:2  
**big (2)** 5:24 18:10  
**bilateral (3)** 12:1,12,20  
**bilaterally (1)** 2:16  
**binding (2)** 10:6 47:4  
**binds (1)** 47:1  
**birt (1)** 40:21  
**bit (3)** 12:15 23:16 33:9  
**bits (1)** 10:16  
**blackberry (2)** 22:21,24  
**blanket (1)** 45:1  
**bluff (2)** 16:24,25  
**blumberg (11)** 20:24 21:1  
 25:5,15,19,20,23,25 29:17  
 33:10 50:7  
**both (9)** 6:18 11:1 20:24  
 33:22 34:11 43:18  
 44:6,7,23  
**bottom (2)** 15:22 16:22  
**bought (4)** 7:22 8:8,13  
**break (2)** 25:16 33:14  
**breakdown (1)** 33:2  
**briefly (3)** 7:3 13:15 15:13  
**bring (5)** 37:8 38:1,6,14 42:2  
**brings (1)** 2:21  
**broader (1)** 11:21  
**brought (2)** 38:10 44:2  
**build (1)** 40:13  
**bullet (1)** 15:19  
**bundle (3)** 2:2,4 21:20  
**business (13)** 13:20 15:9  
 30:3 31:3,4,7,13,18,23  
 32:4,7,8  
**buy (1)** 18:9  
**buyer (5)** 3:15,21 4:3,24 5:16  
**buyers (2)** 4:9 6:22

**C**

**c11 (1)** 26:3  
**c113 (1)** 28:17  
**c115 (1)** 26:7  
**c116 (1)** 26:8  
**c124 (1)** 26:10  
**c15 (2)** 27:19 31:14  
**c19 (1)** 28:4  
**c21 (1)** 21:22  
**c214 (1)** 24:2  
**c215 (1)** 22:2  
**c310 (1)** 7:8  
**cake (1)** 5:7  
**call (3)** 16:25 21:12 25:19  
**called (2)** 30:20,23  
**came (1)** 36:17  
**cannot (4)** 20:4 41:2  
 45:20,24  
**canny (1)** 16:23  
**capacity (2)** 9:4,8  
**capitals (1)** 16:13  
**career (1)** 29:23  
**cast (1)** 8:5  
**caution (1)** 10:13  
**caveat (1)** 26:16  
**cdma (1)** 15:3  
**cellular (4)** 30:13 31:11,17  
 32:6  
**certain (3)** 1:19 14:10 23:4  
**chair (92)** 1:5,7,13,22 2:2,5  
 3:8,24 5:1,12,18 10:17,25  
 12:9,11,15 13:6,11 19:23  
 20:6,10,12,16 21:2,5,9  
 23:7,12,24 24:13,17,21  
 25:2,4,11,14 26:24  
 27:4,9,13,20,25 28:9  
 29:3,7,10 33:8,12,19  
 34:1,5,10,12,21,24  
 35:8,11,15,18,21,25  
 36:4,15,21 37:2,5,16,25  
 38:9 39:9,24 40:4 41:6,24  
 42:8 43:6,13,16,20  
 44:1,13,17 45:16,18,23  
 46:4,23 47:8,14,19 48:17  
 49:8

**chaired (1)** 11:8  
**challenge (1)** 34:16  
**challenged (1)** 34:11  
**change (1)** 48:20  
**change (2)** 25:7,8  
**changes (1)** 13:19  
**channel (1)** 5:5  
**check (2)** 25:4 40:2  
**china (6)** 31:12  
 32:14,15,15,21,22  
**chinese (1)** 31:1  
**chip (3)** 9:11,12 19:5  
**chips (3)** 9:4,9 18:16  
**chipset (11)** 2:7,15,22 6:20  
 7:7 8:21 12:19 13:12 22:23  
 30:15,16  
**chipsets (13)** 2:10,13,16 3:2  
 7:22 8:6,8,13 9:3 14:15  
 15:3 17:22 18:9  
**choosing (1)** 7:12  
**churchill (1)** 9:24  
**cited (1)** 16:4  
**class (6)** 7:19 8:23 10:9  
 15:11 17:17 18:25  
**classic (1)** 14:17  
**clear (6)** 16:6,12 18:4 29:23  
 40:5 48:5  
**clearly (1)** 6:23  
**closed (6)** 25:6,9,12,17 33:7  
 48:10  
**closing (7)** 17:8 20:20  
 38:19,24 39:1 40:14 44:9  
**closings (5)** 14:3,3  
 38:12,21,24  
**cold (2)** 1:7,8  
**collapsed (1)** 27:18  
**come (6)** 6:10 16:8 18:2  
 25:4 36:4 37:4 38:16 45:7  
**comfortably (1)** 21:8  
**coming (1)** 34:1  
**comity (1)** 47:6  
**commend (1)** 11:24  
**commensurately (1)** 43:1  
**comments (2)** 20:7 23:8  
**commercial (1)** 19:12  
**company (3)** 31:1,20 33:21  
**compass (1)** 48:8  
**competition (2)** 14:17 37:9  
**competitive (2)** 8:15 17:5  
**competitors (2)** 12:25 19:15  
**complete (1)** 8:22  
**complicate (1)** 39:25  
**complication (2)** 37:18 40:1  
**computer (3)** 31:1,3,4  
**computers (3)** 30:20,23 31:8  
**concerns (1)** 28:15  
**concede (1)** 12:15  
**concluded (1)** 28:17  
**concludes (1)** 19:24  
**conclusion (3)** 6:25 7:1 10:5  
**conclusions (1)** 5:21  
**conditions (1)** 8:15  
**conduct (1)** 10:4  
**confident (1)** 35:5  
**confidential (13)** 7:9  
 13:16,21,24 15:20 19:8  
 23:5 26:17,19 44:20 45:25  
 46:1 49:6  
**confidentiality (5)** 44:18,22  
 45:4 48:19,24  
**confirmed (1)** 29:11  
**conflicting (1)** 47:4  
**conscious (1)** 37:17  
**consider (1)** 11:21  
**considerable (1)** 7:21  
**considering (1)** 15:25  
**consistent (1)** 19:10  
**constructive (1)** 49:10  
**containing (1)** 13:19  
**contemporaneous (1)** 19:9  
**content (1)** 45:24  
**context (5)** 11:22,25 12:12  
 13:18 24:15  
**continue (3)** 1:16 40:16 49:6  
**continued (2)** 1:3 50:2  
**continues (1)** 41:17

**contract (1)** 12:25  
**contracts (1)** 12:21  
**control (1)** 46:22  
**convenient (2)** 25:2 33:6  
**conventional (1)** 34:12  
**conveyancing (1)** 11:6  
**convinced (1)** 42:18  
**cooperation (1)** 15:9  
**cope (1)** 29:6  
**copies (1)** 21:21  
**copy (2)** 26:12 27:17  
**core (2)** 2:24  
**correct (20)** 22:18,20,22  
 25:13,25 26:25 27:1,21  
 28:3 29:20,22  
 30:9,11,14,18,25 31:2,8,9  
 32:14  
**correctly (1)** 31:25  
**correspondence (1)** 36:19  
**costs (1)** 9:13  
**counsel (3)** 7:19 8:23 15:15  
**counteract (4)** 4:15,24 5:16  
 6:20  
**countervailing (3)** 3:20 4:3  
 6:7  
**countries (2)** 32:16,20  
**couple (2)** 7:12 23:13  
**course (12)** 2:13,14 7:23  
 10:2 14:2 21:4,5 29:23  
 34:8,10 36:2 43:13  
**courtroom (2)** 40:20 41:12  
**cover (1)** 33:22  
**cr (1)** 47:12  
**credible (5)** 12:24 14:12,21  
 16:1 19:6  
**crisply (2)** 14:22 17:15  
**cristiano (1)** 16:8  
**critical (1)** 14:23  
**crossexamination (18)** 22:11  
 29:16 36:12,23  
 37:8,10,20,21 38:5 39:3,13  
 41:1 42:20 43:1,9 44:4  
 50:5,9  
**crossexamining (2)** 39:16  
 43:22  
**crossmarket (2)** 4:5 5:4  
**current (1)** 47:17  
**currently (4)** 10:22 37:13  
 42:7 45:1  
**customary (1)** 1:11  
**customers (3)** 5:15,24 19:14  
**customised (1)** 3:3  
**cut (1)** 6:24

**D**

**dale (1)** 42:24  
**date (1)** 17:25  
**dates (2)** 28:22,25  
**dating (1)** 48:25  
**day (24)** 1:13 35:10,11,23  
 36:11 38:7,11,13,15  
 39:5,17,19  
 40:7,8,8,9,12,13  
 41:2,18,19 42:1,3 44:3  
**day1106 (1)** 7:20  
**day1107108 (1)** 8:25  
**day1126 (1)** 10:11  
**days (10)** 39:12  
 42:7,8,15,20,25  
 43:3,4,7,22  
**deadlines (1)** 39:11  
**deadlines (1)** 37:19  
**deal (10)** 8:11 23:7 33:23  
 36:9 44:14,25 45:13 46:7,9  
 47:23  
**dealing (2)** 46:23 49:11  
**dealings (1)** 27:17  
**deals (1)** 12:6  
**dealt (2)** 45:6 48:12  
**debate (1)** 48:22  
**decide (1)** 3:18  
**decides (1)** 3:19  
**decision (1)** 9:24  
**decisive (1)** 18:10  
**defined (1)** 5:9  
**defines (1)** 3:9

**definition (8)** 1:24 2:8  
 3:13,17,19 4:6,8 5:3  
**degree (2)** 8:9 10:13  
**demand (5)** 1:24 3:7 7:7  
 8:22 12:21  
**demandside (1)** 9:15  
**depend (1)** 40:25  
**dependency (1)** 15:6  
**dependent (1)** 15:2  
**depending (5)** 6:14 8:17  
 18:19 41:18 43:7  
**deposition (4)** 23:17 24:3,6  
 45:2  
**depositions (1)** 49:3  
**design (1)** 30:13  
**detail (2)** 27:18 48:20  
**details (4)** 16:14 26:22,25  
 31:19  
**diary (1)** 41:3  
**different (15)** 2:19,19,20,23  
 6:11 9:20 10:3,3,4,19  
 32:19,20 34:8,13,13  
**differentiated (1)** 2:11  
**differs (1)** 8:17  
**difficult (1)** 46:16  
**discuss (4)** 28:11 39:21  
 47:20 49:10  
**discussed (4)** 28:24 36:10  
 37:24 44:19  
**discussing (2)** 42:10,13  
**discussion (3)** 38:13 40:4  
 44:22  
**discussions (1)** 36:5  
**dispensed (1)** 36:14  
**dispute (1)** 33:4  
**distinctive (4)** 2:21 3:2,7 7:6  
**district (3)** 46:14,15,20  
**diverted (1)** 9:5  
**docket (1)** 46:15  
**document (12)** 13:16 14:1  
 15:14,17,17 16:5 19:7  
 21:22 24:9,11 25:24 26:6  
**documents (11)** 1:19 13:15  
 17:7 23:4 37:19  
 39:11,14,18 45:19,22  
 46:18  
**does (20)** 5:15,19  
 6:11,13,20,24 8:2,11,14  
 9:10 11:13 14:10 19:2,6  
 27:15 32:3,24 33:3,25 45:3  
**doing (3)** 4:2,14 37:3  
**dominance (11)** 3:11,14,25  
 4:15 5:1,3,5,24 6:5 15:7  
 19:13  
**dominant (4)** 5:22,25 17:18  
 19:17  
**done (4)** 5:4 7:25 11:6 48:16  
**doubt (4)** 7:24 20:13 21:10  
 22:9  
**doubts (1)** 16:20  
**down (5)** 5:5 42:24 45:7 46:9  
 47:10  
**dr (13)** 2:16 3:4,9,16,22  
 4:17 9:21 14:14 39:14,16  
 42:20 43:23  
**draft (1)** 46:17  
**drag (1)** 28:7  
**drawn (2)** 29:3,8  
**dress (1)** 10:2  
**drop (1)** 14:16  
**during (3)** 28:10,12 36:17  
**dwelt (1)** 12:3  
**dynamic (1)** 8:17  
**dynamics (2)** 5:11 10:14

**E**

**e2163 (1)** 18:1  
**e2250 (1)** 2:1  
**e2251 (1)** 2:18  
**e2412 (1)** 9:22  
**e2422 (1)** 17:24  
**earlier (9)** 27:5 32:2 38:13  
 40:7,8,9,22,24 42:13  
**early (5)** 38:16 41:10,13,19  
 44:10

**eating (1)** 5:8  
**echo (1)** 39:10  
**echoing (1)** 9:1  
**economic (4)** 7:24 11:22,25  
 12:12  
**economics (1)** 37:9  
**effect (1)** 27:13  
**eggs (1)** 4:16  
**eighth (2)** 9:1 18:1  
**either (2)** 14:8 23:1  
**electronic (1)** 21:21  
**else (2)** 44:13 47:6  
**email (2)** 7:9 17:2  
**emphasis (1)** 10:9  
**emphasise (1)** 18:22  
**encourage (1)** 49:9  
**end (13)** 1:16 10:23,25 16:15  
 18:2 23:11 39:4 41:20  
 42:11 43:21 46:7 47:21  
 49:9  
**ended (1)** 18:5  
**engineer (1)** 22:17  
**enormous (1)** 36:25  
**enough (1)** 41:9  
**ensure (2)** 40:10 45:8  
**entering (1)** 31:11  
**entirely (4)** 18:4 26:21 27:2  
 45:22  
**essence (1)** 15:12  
**essentially (5)** 18:2,16 24:8  
 34:19 49:1  
**establish (1)** 9:14  
**estimate (1)** 21:2  
**estimates (2)** 4:10 34:24  
**eu (1)** 32:16  
**european (1)** 11:18  
**evaluates (1)** 6:16  
**evaluation (1)** 30:16  
**even (8)** 8:9,12 9:2,6 12:16  
 31:6 43:7 45:15  
**evening (2)** 41:13 44:5  
**eventually (1)** 20:20  
**ever (2)** 18:17 30:13  
**every (1)** 1:13  
**everyone (4)** 38:23 40:22  
 41:8 45:8  
**everything (1)** 47:6  
**evidence (14)** 3:2,6 10:3  
 18:7 20:19 23:17 31:14  
 34:19 35:4 36:3,14 40:13  
 45:24 48:10  
**ex (1)** 32:21  
**exact (1)** 34:2  
**exactly (5)** 20:15 34:18  
 42:24 45:23 49:7  
**examinationinchief (4)** 21:14  
 25:21 50:4,8  
**example (1)** 28:21  
**exchange (1)** 17:2  
**exert (1)** 5:24  
**exhibit (1)** 13:12  
**exodus (1)** 40:19  
**expand (1)** 12:11  
**expect (2)** 10:18 40:6  
**expectations (1)** 18:19  
**expected (1)** 40:6  
**expecting (2)** 38:12 42:23  
**expect (6)** 2:17 9:18,22  
 17:24 18:6 35:3  
**experts (7)** 7:24 9:7 18:17  
 37:9 40:2,7 44:7  
**explain (1)** 12:16  
**expressed (2)** 16:21 46:5  
**extant (1)** 46:25  
**extension (1)** 39:17  
**extent (3)** 36:22 39:7,22  
**extra (3)** 38:22 40:14 41:17  
**eye (1)** 8:5

**F**

**factor (1)** 3:1  
**factors (1)** 27  
**factual (1)** 3:6  
**fair (1)** 30:12  
**fallen (1)** 45:20  
**far (2)** 31:13 38:2

**features (1)** 13:13  
**feed (1)** 42:16  
**feeds (1)** 3:10  
**few (4)** 22:10 25:10,11 40:15  
**figure (1)** 8:6  
**figures (4)** 8:5,10 32:17 49:1  
**file (1)** 25:23  
**filing (1)** 44:9  
**final (1)** 17:16  
**finance (1)** 22:14  
**find (3)** 26:6 27:11 46:16  
**fine (3)** 10:25 26:22 33:11  
**finish (6)** 7:14 19:22  
 40:17,21 41:3,16  
**finished (3)** 21:7 37:10 44:4  
**finishing (1)** 41:7  
**firms (1)** 11:7  
**first (15)** 4:10 7:7 10:15  
 13:22 15:4,19 18:16 20:25  
 28:18,19 29:4,6,8 30:7  
 49:11  
**firstly (1)** 2:10  
**five (4)** 14:18 33:8,11,12  
**flex (1)** 19:12  
**floating (1)** 48:14  
**focus (1)** 2:25  
**following (1)** 18:14  
**force (1)** 6:3  
**forecasts (1)** 13:19  
**forewarned (1)** 45:14  
**forgive (1)** 26:8  
**forgotten (1)** 20:3  
**formidable (3)** 4:9 5:15 8:19  
**forward (14)** 19:10 37:8  
 38:1,6,10,15,16 39:19 42:2  
 44:3 47:13  
**foundries (1)** 9:8  
**four (3)** 2:7 20:8,9  
**fourth (1)** 2:1  
**fourthly (1)** 2:23  
**friday (8)** 35:11,15 36:20  
 38:19,21 39:5 49:13,17  
**friends (1)** 22:10  
**front (1)** 21:20  
**ftc (3)** 23:18 24:3,5  
**full (3)** 4:12 42:20 43:22  
**further (8)** 19:20 22:9 23:22  
 24:12,18,21 26:20 28:2  
**future (1)** 14:11

**G**

**gained (1)** 26:18  
**general (8)** 6:1 23:6 34:7  
 40:19 43:15 48:3,8,25  
**generally (1)** 34:6  
**generated (1)** 48:21  
**generation (1)** 9:20  
**get (12)** 3:8 6:11,12,25  
 25:14 37:7 39:2  
 40:13,18,23 41:8 46:14  
**gets (1)** 6:15  
**gist (1)** 27:21  
**give (7)** 7:4,6 8:16 13:18  
 14:1 19:7 41:9  
**given (3)** 33:9 49:2,3  
**giving (1)** 39:10  
**global (2)** 4:12 17:9  
**goes (1)** 39:4  
**going (40)** 1:16 7:4 12:3  
 13:3 14:11,20 17:9 19:2  
 20:8,10,17,19,25 21:3  
 23:7,8,10 25:5,6,9 34:17  
 36:4,25 38:4,18 39:16  
 41:2,9 42:4,18,19,22  
 44:5,6,7,20 46:12,17  
 47:23,25  
**gone (1)** 26:12  
**gonell (5)** 33:23  
 35:9,16,23,24  
**good (12)** 1:5,6 10:15 13:14  
 21:15 22:12,13 26:5  
 29:17,18 38:20 42:17  
**gpla (1)** 18:2  
**grapple (1)** 5:10  
**grateful (4)** 20:22 21:10  
 34:23 36:10

**great (2)** 20:12 46:8  
**ground (1)** 33:22  
**groundbreaking (1)** 36:25  
**grubbs (14)** 20:24,25  
 21:12,13,15,19,23 22:12  
 23:16,25 24:8,19,22 50:3

**H**

**half (20)** 36:11 38:6,11,12,15  
 39:5,17,19 40:8,9,12  
 41:18 42:3,7,8,15 43:3,7  
 44:3  
**hallmark (1)** 19:13  
**hallowed (1)** 11:16  
**handed (2)** 21:15 25:23  
**handing (1)** 46:9  
**hand (1)** 11:7  
**hands (1)** 37:14  
**handset (1)** 13:20  
**happen (1)** 39:19  
**happened (3)** 27:22 28:11  
 29:1  
**happening (1)** 18:24  
**happens (2)** 38:18 39:2  
**hard (4)** 21:6,21 26:12 27:16  
**hausfeld (1)** 8:2  
**having (6)** 5:7,15,16 25:5  
 40:12 48:2  
**headed (5)** 21:22 22:3 25:24  
 26:6,9  
**heading (2)** 2:6 14:5  
**hear (2)** 20:20 44:23  
**hearing (2)** 13:21 48:23  
**heavy (1)** 37:14  
**helped (1)** 20:14  
**helpful (3)** 20:17 27:1 35:1  
**helps (1)** 35:24  
**here (15)** 1:7,8 2:6 8:18 9:18  
 11:8,25 15:11,25 16:15  
 20:25 28:25 39:15 41:12  
 47:3  
**heterogeneous (1)** 2:22  
**high (3)** 10:10 11:9 14:9  
**highly (1)** 48:13  
**highvalue (1)** 12:20  
**hindsight (1)** 18:24  
**hoffmannia (1)** 11:17  
**hold (1)** 11:12  
**home (1)** 16:8  
**hope (1)** 20:4 36:22 45:17  
**hottub (1)** 37:9 38:1,2,15  
 41:18,25 42:10,18  
 43:2,8,21  
**hottubbing (1)** 37:15  
**hottubbing (2)** 42:6 43:19  
**housekeeping (4)** 33:18  
 36:20 44:15 50:10  
**hypothetical (1)** 9:2

**I**

**ibms (1)** 31:3  
**idea (3)** 15:5 18:18 19:11  
**identified (1)** 7:21  
**identifies (1)** 17:25  
**ifx (1)** 16:13  
**ignore (1)** 17:5  
**imagine (1)** 40:19  
**impact (3)** 6:2 9:14 18:10  
**impacts (1)** 37:25  
**implementing (1)** 2:20  
**important (4)** 10:2 18:22  
 20:4 43:11  
**inaudible (1)** 4:25  
**incentive (1)** 14:25  
**inch (1)** 39:19  
**included (1)** 28:22  
**incorrect (1)** 4:18  
**incurring (1)** 9:13  
**independent (3)** 12:8 13:3  
 27:23  
**independently (2)** 19:11,14  
**index (1)** 50:1  
**indicate (1)** 40:24  
**indicated (2)** 28:8 36:24  
**individually (4)** 3:15 6:4,4  
 34:16

**industry (3)** 35:3 36:3,7  
**industryspecific (1)** 27  
**infineon (2)** 14:15 15:5  
**inflated (1)** 19:19  
**influence (1)** 15:6  
**inform (1)** 6:16  
**information (7)** 13:24 15:20  
 19:8 26:18,20 28:2 47:2  
**informed (1)** 28  
**inhouse (3)** 2:24 15:15 23:5  
**initial (3)** 25:10,15 28:5  
**innocuous (1)** 45:22  
**insofar (1)** 46:12  
**instance (2)** 33:23 39:14  
**instead (1)** 12:24  
**instructing (1)** 7:25  
**intel (1)** 14:14 16:13,17  
 17:1,5,22 18:9 19:1,3,4,5  
**intellectual (1)** 30:8  
**interdigital (1)** 48:18  
**interest (1)** 32:6  
**interested (1)** 31:11  
**internal (2)** 13:18 22:2  
**into (11)** 3:10 5:5 23:3 24:15  
 25:17 26:13 27:18 33:7  
 42:16 44:6,7  
**involved (4)** 11:5 30:13  
 31:20,23  
**iphone (2)** 15:4 16:11  
**ira (3)** 25:20,25 50:7  
**irc42324 (1)** 17:14  
**issues (1)** 47:6  
**its (3)** 8:19 19:12 31:7  
**itself (3)** 13:2 16:3,20

**J**

**john (4)** 21:13,19,23 50:3  
**joined (5)** 22:21 29:21  
 30:19,22 31:6  
**joint (4)** 2:17 9:22 17:23  
 18:6  
**jowell (19)** 21:6 22:11,12  
 23:10,16,22 25:9,13  
 29:6,11,16,17 33:6,11  
 34:5,6,11 50:5,9  
**judgment (1)** 11:3,16  
 12:5,7 44:21 45:9 46:10,17  
 48:14,17 49:12  
**july (1)** 29:21  
**jumping (1)** 52:1

**K**

**katouzian (2)** 35:6,18  
**katouzians (1)** 7:7  
**keen (2)** 10:21 43:8  
**keep (1)** 43:17  
**kind (2)** 5:2 49:2  
**know (10)** 10:17 16:22 20:16  
 24:19 27:2 31:19 32:10  
 35:1,13 41:21  
**knowledge (3)** 30:3 31:16  
 32:9

**L**

**lady (3)** 42:4 43:10 44:15  
**landing (3)** 3:14 36:6 38:4  
**large (1)** 12:17  
**last (5)** 11:11 12:11 19:25  
 20:7 26:19  
**lastly (2)** 7:15 14:18  
**later (1)** 30:10  
**latest (2)** 40:17 46:8  
**launched (1)** 16:12  
**lawyer (1)** 29:19  
**lawyers (2)** 23:5,18  
**leading (2)** 7:19 8:23  
**learned (3)** 22:10 29:15  
 43:14  
**least (9)** 38:6,10,12,15  
 40:8,9,20 44:3,6  
**leaves (2)** 18:12 44:1  
**lecture (1)** 41:12  
**left (1)** 32:21  
**legal (1)** 30:17

**legend (6)** 30:20,23  
 31:3,13,17 32:1  
**length (1)** 38:24  
**lenovo (10)** 27:5 29:21  
 30:7,19,22,24 31:6,11  
 32:11,19  
**less (2)** 32:25 43:7  
**let (6)** 10:17 20:1 24:13  
 32:17 36:9 43:3  
**letter (1)** 8:2  
**level (2)** 3:9 48:23  
**leveraged (1)** 19:18  
**licence (4)** 31:25 32:4,6,9  
**license (1)** 17:10  
**light (5)** 10:14 35:2 38:23  
 43:25 47:19  
**like (10)** 1:23 2:25 3:5,14  
 5:20 7:5,11 10:8,22 21:12  
**likely (6)** 14:8 36:2,6 38:24  
 42:6 44:2  
**line (2)** 2:21 45:7  
**link (1)** 24:4  
**literally (1)** 7:17  
**litigation (1)** 30:10  
**little (3)** 10:16 12:15 23:16  
**live (1)** 36:13  
**long (5)** 36:6 41:1,21 42:6  
 48:14  
**longer (9)** 10:22 13:20 17:20  
 27:19,22,23 28:7 29:1 33:9  
 8:6 13:16 15:13  
 18:20,22,23 19:9 21:20  
 24:2 33:3 36:16 48:20  
**looking (7)** 3:22 23 5:8,14  
 8:5 19:10 36:18  
**looks (1)** 3:15  
**lose (1)** 40:11  
**lost (1)** 15:5  
**lot (4)** 18:12 39:2,3 49:5  
**lte (2)** 9:12 19:17  
**ltecdma (1)** 17:19  
**lteumts (2)** 18:4,9  
**lumpy (1)** 12:22

**M**

**madam (1)** 1:11,18 2:3  
 4:21 10:20 13:1,4 23:22  
 27:4 33:6 45:12  
**main (1)** 27:3  
**majority (1)** 31:6  
**makes (2)** 7:18 13:2  
**making (5)** 9:9,12,17 46:24  
 49:4  
**manufacturing (1)** 31:7  
**many (2)** 12:23 39:12  
**market (38)** 1:23 2:8  
 3:13,17,19,24 4:5,7,12  
 5:3,17,22 6:3,16,20 9:4  
 10:10,12,14,18  
 11:9,13,14,23  
 12:1,13,17,18,22  
 14:7,10,17,25 17:20  
 18:11,11,18 31:12  
**markets (15)** 2:7 3:10,22,23  
 4:17,20 5:9 6:15 8:16  
 10:19 12:7,7 13:12 14:7  
 17:16  
**marketwide (2)** 4:22 5:11  
**marketwideassessment (1)**  
 5:1  
**material (11)** 15:14 19:10  
 44:21,25 45:2,3  
 48:4,6,9,21,25  
**matter (3)** 6:12,25 37:17  
**matters (2)** 12:22,24  
**mav (1)** 16:11  
**maverick (1)** 16:9  
**maybe (2)** 5:25 23:11  
**mean (10)** 1:18 8:14 9:4  
 11:14 14:10 19:6 32:3  
 41:15 47:1,19  
**means (5)** 12:16,18 36:1  
 38:11 40:23  
**media (2)** 12:8 13:3

**meeting (7)** 16:9 23:19  
 28:6,10,11,13,15  
**meetings (1)** 28:13  
**melin (4)** 36:7 37:11 38:5  
 41:21  
**members (1)** 1:6  
**memory (1)** 26:20  
**mention (3)** 28:25 36:19  
 39:21  
**mentioned (1)** 18:6  
**message (1)** 43:10  
**met (2)** 19:15 23:17  
**mid (1)** 28:18  
**midafternoon (1)** 21:7  
**midday (1)** 44:10  
**midmorning (1)** 25:16  
**might (7)** 24:19 25:7  
 35:23,24 39:4,17 42:3  
**mindful (1)** 47:10  
**mindset (1)** 39:13  
**minutes (5)** 14:18 23:13  
 33:8,11,12  
**misleading (1)** 14:9  
**misspoke (1)** 28:16  
**mobile (5)** 2:11 13:20 31:23  
 32:12,13  
**mollenkopf (1)** 7:10  
**moment (10)** 3:9 12:4 25:2,7  
 27:11 38:13 39:5,25 42:8  
 43:4  
**monday (12)** 2:13 4:16 7:19  
 8:23 9:23 35:10,10,16 36:1  
 37:13 39:1 40:16  
**monopolist (1)** 9:2  
**month (1)** 26:19  
**months (2)** 18:16 45:6  
**more (6)** 28:16 30:5 32:25  
 35:7,23 44:15  
**morning (9)** 1:5,6 4:14 21:15  
 22:12,13 29:17,18 41:25  
**moser (55)** 19:25  
 20:3,9,11,15,22  
 21:3,10,14,15 22:9  
 23:3,23,24,25 24:15,18,24  
 25:3,18,21,22 29:8,13,14  
 33:19,20 34:4,20,23  
 35:5,9,13,17,20,22 36:1,9  
 39:7,10,23 41:10,23 43:5  
 44:12,16 45:12,17,19 46:3  
 47:19 48:16 49:7 50:4,6,8  
**most (2)** 9:10 21:10  
**motorola (1)** 28:22  
**move (2)** 17:9 40:6  
**moving (1)** 47:12  
**moving (1)** 15:9  
**ms (2)** 45:13 47:24  
**much (16)** 12:22 19:23  
 20:12,13 24:21,24 25:22  
 26:17 28:7 29:10 36:23  
 40:11 44:20 48:2,5 49:12  
**multiple (2)** 34:21 46:4  
**muscles (1)** 19:13

**N**

**name (2)** 21:18,19  
**narrative (2)** 49:1,2  
**narrow (1)** 36:23  
**nature (4)** 7:6 8:22 11:22  
 12:6  
**nearly (1)** 4:11  
**necessarily (3)** 14:19 32:3  
 37:23  
**necessary (4)** 11:21 45:10  
 46:13,14  
**need (23)** 1:13,18 16:1  
 23:3,6,12 33:9 34:21 35:7  
 36:1,7,16 39:18 40:1,16,23  
 41:2,13,21 42:14 43:24  
 45:5,8  
**needed (1)** 35:6  
**needs (2)** 9:14 10:13  
**negotiate (1)** 2:15  
**negotiated (5)** 15:2,10 16:16  
 17:10 18:3  
**negotiating (2)** 18:20 30:17  
**negotiation (1)** 16:23

**negotiations (8)** 14:24 18:24  
 27:4 28:6,17,19,20 33:24  
**negotiator (1)** 16:24  
**neither (1)** 9:18  
**never (4)** 23:1 29:24 30:1,15  
**next (3)** 35:2 36:4 40:15  
**nice (1)** 15:24  
**night (2)** 19:25 20:7  
**ninth (1)** 7:20  
**noble (9)** 3:17 4:9 5:9 9:1  
 17:20,24 18:6 42:21 43:23  
**nobles (3)** 3:23,24 7:20  
**nonconfidential (1)** 16:7  
**nonissiting (2)** 40:12,12  
**norton (1)** 8:2  
**note (6)** 7:11 9:21 10:11,18  
 17:12,23  
**nothing (2)** 30:5 44:16  
**notice (2)** 8:11 39:11  
**notify (1)** 34:13  
**number (1)** 47:11

**O**

**obviously (14)** 4:19 11:13  
 18:9 32:11 37:13,20 42:9  
 43:11,18 44:19 47:1,5  
 48:4,17  
**october (3)** 1:1 38:14 49:17  
**oem (1)** 3:15  
**oemagnostic (2)** 4:7 6:21  
**oems (9)** 2:10,15 5:23 7:23  
 8:9,13 9:5,16 12:19  
**oemspic (9)** 3:10,11,13  
 4:1,17,20 5:5 6:19 8:22  
**offer (1)** 2:19  
**offered (1)** 34:13  
**oh (1)** 45:20  
**okay (4)** 11:1 29:3,7 40:2  
**once (1)** 43:18  
**ones (1)** 13:13  
**onwards (1)** 17:20  
**open (10)** 1:4,15,16 23:11,15  
 25:5,11 33:17 49:5 50:3  
**opening (3)** 1:3 19:24 50:2  
**operate (1)** 4:22  
**operation (1)** 14:5  
**opportunity (1)** 43:12  
**opposed (1)** 27:23  
**optimal (1)** 47:5  
**options (2)** 8:17,19  
**oral (1)** 14:3  
**order (9)** 3:13 14:22 21:1  
 44:24 46:13,19,25 47:3  
 48:6  
**orders (1)** 47:4  
**ori261111 (1)** 8:1  
**ori261112 (1)** 8:3  
**ori30917 (1)** 32:18  
**others (1)** 2:14  
**ought (1)** 48:10  
**ourselves (1)** 46:16  
**outer (3)** 7:9 13:16 23:4  
**outside (3)** 8:17,19 32:16  
**over (16)** 2:18 11:19  
 26:7,11,18 27:19,22,22  
 29:1 35:24 40:18,23 41:8  
 42:22,23,24  
**overall (1)** 26:23  
**overlap (2)** 7:21 8:10  
**overlapped (1)** 8:13  
**overlapping (2)** 8:6,21  
**overnight (2)** 44:6,7  
**own (1)** 45:12

**P**

**pace (1)** 19:21  
**packed (1)** 20:16  
**padilla (9)** 2:6 3:9,16 4:17  
 9:21 39:14,16 42:20 43:23  
**padillas (4)** 2:1 3:4,22 14:14  
**pages (3)** 10:23 20:8,9  
**paragraph (23)** 1:25 2:17  
 4:10 7:8 9:21 11:4,7,19  
 12:2 13:7,8,9 16:5 17:25

24:1,2,6,15 27:25  
 28:4,9,16 31:10  
**paragraphs (5)** 11:7 17:14,24  
 27:9 28:1  
**parameters (1)** 2:12  
**part (1)** 24:3  
**particular (8)** 10:5 11:13,22  
 27:16 28:15 33:24 34:16  
 39:15  
**particularly (2)** 10:13 35:2  
**parties (4)** 18:20 36:13 46:21  
 47:1  
**party (1)** 47:4  
**passage (1)** 26:6  
**past (1)** 30:23  
**patent (3)** 15:9 17:10 22:19  
**pause (3)** 11:18 13:10 24:16  
**people (2)** 6:2,8  
**perhaps (5)** 14:13 37:1 41:19  
 47:20 49:8  
**period (8)** 14:10 17:12  
 27:7,14,15,19,22 46:21  
**personal (1)** 31:3  
**perspective (2)** 34:13,17  
**persuade (1)** 42:3  
**pet (1)** 26:14  
**phone (8)** 31:12,13,17,23  
 32:4,6,7,8  
**phones (5)** 2:11,19 30:13  
 32:12,13  
**phrase (1)** 15:24  
**pick (1)** 2:9  
**picking (2)** 11:11 13:9  
**pieces (2)** 3:1,6  
**pink (1)** 8:7  
**place (3)** 14:24 27:19 39:7  
**places (1)** 10:10  
**planning (1)** 35:11  
**plants (1)** 9:9  
**plays (1)** 3:22  
**please (19)** 1:25 7:16 8:3,7  
 11:3,18 13:7,8,16,22  
 15:13,16 17:18 21:12,18  
 26:5 32:18 40:9,24  
**plenty (2)** 9:3,8  
**plethora (1)** 2:12  
**plural (1)** 21:5  
**pm (2)** 33:15 49:15

**prepare (1)** 37:15  
**prepared (1)** 42:25  
**present (3)** 18:13 20:24 47:16  
**presentation (1)** 13:19  
**president (1)** 30:10  
**press (2)** 19:1 30:5  
**presumably (1)** 31:17  
**presume (1)** 11:1  
**previous (1)** 40:4  
**previously (1)** 30:19  
**price (1)** 2:19  
**primary (1)** 4:19  
**principle (2)** 35:15 43:15  
**prior (1)** 31:20  
**private (3)** 23:3 33:16  
**pro (1)** 48:7  
**probably (4)** 28:16 36:1 44:8,10  
**problem (2)** 34:5 37:23  
**proceed (2)** 25:7 29:11  
**proceeding (1)** 44:18  
**proceedings (1)** 26:3  
**process (2)** 7:13 47:2  
**procurement (1)** 30:15  
**produce (2)** 37:19 46:17  
**product (1)** 10:3  
**production (1)** 9:12  
**productively (1)** 38:23  
**progress (3)** 42:17 43:1 45:17  
**promised (1)** 42:12  
**property (1)** 30:8  
**proportion (2)** 8:7,8  
**proposal (1)** 38:17  
**propose (2)** 25:14 37:5  
**proposing (1)** 38:1  
**prospective (1)** 18:18  
**protected (2)** 45:1,4  
**protective (1)** 44:24  
**provide (1)** 45:17  
**provisional (1)** 36:6  
**provisionally (1)** 42:16  
**public (1)** 23:6  
**purchaser (2)** 8:18 19:12  
**purchases (1)** 8:14  
**purdah (2)** 44:6,7  
**purpose (2)** 2:11 4:5  
**purposes (1)** 18:13  
**pursuant (1)** 13:21  
**puts (1)** 24:15

**Q**

**q (40)** 21:18,20,25 22:2,14,17,19,21,23 23:1,3,21 24:8 26:2,5,12 29:19,21,23 30:1,3,6,10,12,15,19,22 31:1,3,6,10,16,22 32:3,8,11,17,24 33:3,5  
**qct (1)** 7:17  
**qualcomm (26)** 5:16,22 6:21 7:10 12:18 13:17,18 14:16 15:2,3,12,23 16:3,19 17:1,3,17,20 19:4,4,11,16 27:4 30:4 32:1 33:22  
**qualcomms (1)** 15:6  
**question (6)** 6:16,19,24 34:3,18 42:4  
**questions (14)** 22:9 23:22,25 24:12,18,20,21 25:10,11,16 29:13,14 33:25 42:10  
**quite (6)** 6:14 12:22 17:1 42:22 46:15 48:24

**R**

**raised (2)** 7:24 47:11  
**raising (2)** 29:4 39:23  
**rather (2)** 34:1 40:11  
**rcj (1)** 40:18  
**reach (2)** 3:13 38:4  
**reached (3)** 36:5 45:21 46:2  
**read (11)** 1:11,13,19 7:12 11:17 13:8 16:7 24:10,11,13 38:25

**readable (1)** 45:9  
**reading (1)** 38:24  
**ready (4)** 17:2 19:2,3,4 42:23 48:23 49:3,5  
**really (7)** 14:8 37:25 40:25 42:23 48:23 49:3,5  
**realtime (1)** 18:23  
**realworld (1)** 3:1  
**reason (1)** 8:15  
**reasonably (1)** 35:5  
**reasons (3)** 7:3 13:25 19:16  
**recall (5)** 14:13 23:19,19,20 31:14  
**received (1)** 43:11  
**recipient (1)** 47:1  
**recognise (3)** 14:18 21:25 26:2  
**recollection (3)** 27:3 28:23 33:1  
**reconvene (1)** 49:13  
**redact (1)** 45:10  
**redacted (4)** 13:24 15:20 19:8 48:13  
**reduce (3)** 42:25 43:3,6  
**reduction (1)** 35:3  
**reexamination (2)** 23:23 50:6  
**refer (3)** 19:1 23:4 45:20  
**reference (7)** 7:17 8:25 9:23 13:14 14:2 16:4 24:3  
**references (3)** 7:4,5 17:23  
**referred (3)** 7:20 28:6 48:9  
**referring (1)** 24:6  
**refers (2)** 11:16 46:17  
**refreshed (2)** 26:20 28:24  
**regard (1)** 45:3  
**regarded (2)** 45:25 46:1  
**regions (1)** 32:20  
**reiterate (1)** 17:8  
**relation (8)** 3:20 7:6 8:12 11:6 14:24 18:4 19:7 34:18  
**relations (1)** 30:3  
**release (1)** 48:20  
**releases (1)** 19:1  
**relevant (9)** 2:6 6:15 9:25 11:7,13 14:4 17:25 19:17 27:9  
**remain (2)** 23:5,9  
**remainder (1)** 37:6  
**remember (1)** 31:25  
**repeat (1)** 30:21  
**replaces (1)** 14:16  
**report (6)** 2:1 4:10 7:21 9:1 14:14 18:1  
**reported (1)** 30:5  
**representative (6)** 7:20 8:24 10:10 15:11 17:17 19:1  
**required (1)** 37:8  
**requirements (2)** 2:22 10:1  
**resist (1)** 5:13  
**respect (2)** 26:22 39:3  
**respectfully (1)** 39:8  
**responsible (2)** 22:23 30:15  
**rest (3)** 38:9 40:6 42:2  
**resulted (4)** 27:5,6 28:7,19  
**results (1)** 28:25  
**retain (1)** 14:11  
**review (2)** 41:20 43:18  
**reviewing (1)** 40:14  
**revisions (1)** 34:24  
**ridyard (3)** 2:12 5:19 6:24  
**ring (3)** 7:9 13:16 23:4  
**rise (5)** 23:12,13 25:8,16 33:12  
**risk (1)** 16:23  
**risks (1)** 9:13  
**roche (1)** 11:17  
**rogers (4)** 17:13 33:23 35:12,16  
**role (1)** 30:7  
**room (1)** 41:14  
**rose (1)** 8:2  
**roth (1)** 11:8  
**route (1)** 6:25  
**royalties (2)** 14:24 19:18  
**rush (1)** 14:19  
**rushed (1)** 20:1

**S**

**s242 (1)** 12:3  
**sake (1)** 43:9  
**sales (1)** 32:19  
**same (12)** 6:10 8:15 14:1 33:21,22,25 34:2,14,18,19 42:24 47:4  
**samsung (20)** 2:18,23 3:3,21 4:4,9,23 6:4 7:15,22 8:12,12,13,18 9:3 13:25 23:1 30:1,4 45:15  
**samsungs (1)** 14:6  
**sanction (1)** 45:13  
**saunders (23)** 36:9,10,16,22 37:3,12,17 38:8 39:10,21 40:1 41:5 42:4 43:10,14,17,24 44:15 46:11,12,25 47:11,15  
**saw (1)** 8:18  
**saying (10)** 5:2,6 6:5 17:3 20:18 22:4 27:13 28:12,14 34:2  
**scheduled (1)** 38:13  
**schneider (4)** 36:8 37:11 38:5 41:22  
**scientist (1)** 22:17  
**scope (3)** 42:25 46:18 48:3  
**second (2)** 2:15 8:24  
**section (3)** 23:11 27:16 28:14  
**see (28)** 2:21 8:7,10 11:8,10,20 14:5,14 15:16,17,18,21,25 16:2,9,21 17:2 20:18 21:22 22:3 24:4 32:20,21,23 37:3 43:19 44:20 47:12  
**seek (1)** 42:3  
**seem (1)** 18:17  
**seems (2)** 5:10 44:2  
**seen (8)** 12:2 15:15 24:10 28:3 47:25 48:3,8,17  
**selection (1)** 22:23  
**selfsupply (1)** 8:20  
**sell (1)** 32:12  
**selling (2)** 2:11 31:7  
**send (2)** 42:11,12  
**sense (2)** 4:12 6:1  
**sensible (3)** 39:6 45:3 47:8  
**sent (1)** 7:9  
**sentence (2)** 7:18 11:11  
**sentences (1)** 7:13  
**sequence (2)** 5:19 6:9  
**series (2)** 27:7 28:18  
**seriously (1)** 17:3  
**session (12)** 1:15,16 23:3,8,15 25:6,11,12,17 33:7,16,17  
**set (6)** 2:7 16:14 17:7 22:4 34:14 46:5  
**sets (4)** 3:16 8:4 17:13 32:19  
**setting (1)** 15:18  
**several (2)** 15:25 27:23  
**shall (1)** 12:10  
**share (4)** 11:9 12:17,23 14:10  
**shares (4)** 10:10,12,18 14:7 15:1 17:5,19 23:11 33:14 36:2 39:4 40:5 42:1  
**should (15)** 4:2 21:22 25:24 26:8 34:11 35:22 36:12 38:9 40:7 41:6 44:8,8 45:4,25 49:5  
**show (12)** 3:1,5 7:25 8:10 9:10 10:15 12:5 15:12,23 19:3 24:9 32:17  
**shows (2)** 14:1 15:21  
**shuffled (1)** 46:16  
**shuffles (2)** 37:21,21  
**side (7)** 29:4 37:22 40:20 41:10 43:12 44:15,16  
**sides (4)** 11:1 36:5 44:23 46:5  
**signature (1)** 26:9  
**signed (4)** 32:14,6,9

**significance (1)** 10:12  
**significant (2)** 9:13 11:14  
**significantly (2)** 32:2 40:22  
**similar (2)** 8:15 13:13  
**simple (1)** 9:17  
**single (1)** 24:5  
**sir (3)** 6:14,19 21:17  
**sit (1)** 37:6  
**situation (1)** 48:13  
**skeleton (2)** 12:2 16:4  
**slight (3)** 36:16 37:18 40:1  
**slightly (1)** 35:23  
**soandso (1)** 39:12  
**society (2)** 11:5,9  
**socket (1)** 15:4  
**socrates (1)** 11:4  
**solid (1)** 32:13  
**solicitors (1)** 8:1  
**somebody (1)** 40:24  
**someone (1)** 30:12  
**something (7)** 21:16 22:3 26:8 34:15 37:24 39:17 47:11  
**sometimes (3)** 14:14 33:20 46:15  
**somewhere (1)** 41:7  
**sort (10)** 3:4,6 5:4 6:14 9:14 14:13 17:8 18:7,15 46:5  
**source (2)** 2:24 17:21  
**span (1)** 29:1  
**special (1)** 30:3  
**specific (6)** 26:24 27:25 28:1 33:1 46:18 49:1  
**specifically (2)** 28:21 33:20  
**spent (1)** 43:22  
**staff (1)** 26:15  
**stage (2)** 46:9 49:12  
**standard (1)** 7:13  
**standards (2)** 2:20 9:20  
**stark (1)** 16:6  
**start (19)** 1:23 3:12,24 17:18 35:16 38:2,3,19 39:1,6 40:7,23,25 41:10,15,18,19 45:5 48:22  
**started (2)** 4:5 31:1  
**starting (5)** 1:15 14:25 27:16 39:4 41:24  
**starts (1)** 39:13  
**statement (25)** 2:17 7:8 9:22 17:13,24 18:7 21:16,23,25 22:3,5,6 24:1 25:25 26:2,7,9,13,14,16,21 27:10,14,15 31:10  
**statements (2)** 27:12 33:22  
**stay (1)** 3:8  
**sticks (1)** 27:3  
**still (6)** 1:7,8 4:3 26:23 27:21 31:7  
**stock (1)** 43:18  
**strategic (1)** 14:6  
**strategies (1)** 14:5  
**strongly (1)** 11:24  
**subissue (1)** 47:16  
**subject (2)** 6:2 8:14  
**subsequent (5)** 28:13,20 41:16 42:17,25  
**substitution (4)** 1:24 9:15,18,19  
**successive (1)** 34:3  
**sufficient (2)** 4:24 5:16  
**suggest (5)** 15:7 38:18,22 40:21 43:17  
**suggested (4)** 5:14 9:19 15:11 45:12  
**suggestion (2)** 47:23,24  
**suitable (1)** 48:15  
**summary (1)** 20:6  
**sunk (1)** 9:13  
**supplied (1)** 18:17  
**suppliers (3)** 2:15 9:10 12:20  
**supply (3)** 9:5,17,19  
**supplying (1)** 9:3  
**support (1)** 12:8  
**sure (3)** 32:5,15 37:25  
**surmise (1)** 18:7  
**surprise (1)** 45:8

**swear (1)** 25:15  
**swearing (2)** 20:5 40:20  
**swearings (1)** 40:16  
**switch (1)** 9:12  
**switched (1)** 18:8  
**sworn (2)** 21:13 50:3

**T**

**tab (2)** 2:3 21:21  
**table (2)** 15:22 32:19  
**taken (1)** 23:25  
**taking (2)** 14:24 41:1  
**talk (1)** 27:17  
**talking (2)** 48:21,24  
**technical (3)** 35:3 36:3,7  
**telling (1)** 16:16  
**tem (1)** 48:7  
**temperature (1)** 1:8  
**terms (6)** 5:9 9:15 16:17 18:10 30:17 48:3  
**thank (23)** 1:9 11:1 19:23,23 20:12,12,20 21:9,20 24:18,21,23,24,25 25:22 26:14 29:7,10,14 30:6 33:5 49:12,13  
**themselves (2)** 1:19 45:22  
**theoretical (1)** 3:9  
**therefore (3)** 30:4 38:9 39:18  
**thing (3)** 14:1 18:25 27:3  
**thinking (2)** 39:15 45:5  
**third (5)** 2:21,25 7:14 10:9 16:5  
**thoroughly (1)** 42:23  
**thought (7)** 1:20 16:3 19:3,4,5 34:1 41:24  
**through (1)** 17:6  
**three (4)** 3:1,5 7:5 14:23  
**threefifths (1)** 4:11  
**through (12)** 6:11 14:19,23 17:16 27:8,11 28:20 39:2 40:13 47:2,25 48:1  
**thus (3)** 37:13 41:11 42:1  
**tidbit (1)** 38:21  
**time (39)** 7:3,12 12:21,21 13:25 14:23 15:7 16:15 17:2,12 18:2,21,23 19:22 20:5 21:2,3 27:22 29:2,8 30:11,22 32:8,11,24 33:6 34:24 35:4,5 38:20,22 39:2 40:11,14 41:9 46:14,21 48:14 49:12  
**times (2)** 19:17 47:12  
**timetable (7)** 20:16 35:2 38:10 41:17 42:3,17 44:2  
**title (1)** 15:17  
**today (3)** 20:10,24 36:18  
**together (4)** 4:4,11,13 7:14  
**told (1)** 41:14  
**tomorrow (2)** 42:10,14  
**took (2)** 17:3 27:19  
**topic (1)** 7:23  
**topics (1)** 42:22  
**towards (1)** 41:20  
**town (2)** 15:12,23  
**training (2)** 11:6 22:17  
**trial (2)** 46:8 48:4  
**tribunal (36)** 1:6,19,25 3:1,18,19 4:2,20 6:15 7:4,16,25 11:10,20,24 12:5,6 13:2,8,22 14:2,13 15:13 19:20 21:18 23:12 24:9,11,19 37:1,15 38:25 40:4 42:5 45:2  
**tribunals (10)** 1:20 7:11 8:25 9:20,23 10:4 11:3 16:4 17:12 37:14  
**tried (1)** 19:21  
**true (6)** 16:20 22:5,7,25 26:14 32:5  
**truth (3)** 22:3 26:7,9  
**truthful (1)** 26:23  
**try (1)** 14:22  
**tuesday (11)** 35:6,7,19,21 36:2 40:18,22,24 41:2,10 44:11

**turn (7)** 1:25 2:9 10:8 13:22 14:20 15:24 22:2  
**turned (2)** 10:5 26:5  
**turners (1)** 48:6  
**twice (1)** 33:25

**U**

**ultimately (1)** 6:10  
**umbrella (1)** 45:20  
**umts (1)** 9:11  
**uncertain (1)** 16:17  
**underlying (4)** 13:15 27:21 28:23 45:24  
**underpin (1)** 3:6  
**understand (4)** 1:15 5:18 18:14 47:16  
**understandable (1)** 45:9  
**understanding (3)** 32:24 41:5 47:17  
**understood (1)** 10:14  
**undertaking (1)** 11:12  
**unitary (1)** 27:6  
**university (1)** 10:1  
**unless (1)** 19:20  
**unredactions (1)** 48:15  
**unreliable (1)** 14:8  
**unsustainable (1)** 15:8 49:16  
**until (5)** 19:2 25:7 35:6 48:4  
**unusual (1)** 33:24  
**update (2)** 47:20 49:9  
**upfront (1)** 20:18  
**uphill (1)** 42:24  
**upon (1)** 28:22  
**used (2)** 38:22 44:21  
**useful (1)** 42:19  
**usefully (1)** 44:14  
**using (1)** 24:8

**V**

**vacate (1)** 41:13  
**various (4)** 2:14 11:6 13:19 16:14  
**vary (1)** 46:13  
**vast (1)** 31:6  
**verify (1)** 17:4  
**version (1)** 48:14  
**via (2)** 47:25 48:1  
**vice (1)** 30:10  
**vicepresident (1)** 30:7  
**views (1)** 46:4  
**volume (1)** 2:3

**W**

**warn (1)** 42:21  
**warning (2)** 1:12 43:20  
**way (13)** 5:19 6:9,11,12 44:18 45:3,21 46:1,23 47:22,25 48:1 49:10  
**ways (2)** 6:17,18  
**wednesday (9)** 1:1 37:6,7 38:3,8 41:11 25:42 1 44:5  
**week (9)** 10:24,25 35:2 40:15,25 41:20 42:11 47:21 49:9  
**wellknown (1)** 49:4  
**went (1)** 40:5  
**whenever (1)** 37:10  
**whichever (1)** 3:19  
**whole (5)** 13:9 24:13 27:13 28:14 42:2  
**williams (3)** 7:9 39:15,24  
**windows (1)** 14:23  
**wins (1)** 12:23  
**wish (2)** 17:15 28:3  
**withdrew (1)** 25:1  
**witness (15)** 7:7 17:13 21:23 22:4 6:24 1:23,25 25:1,24 27:10,14 31:10 33:21 34:17  
**witnesses (10)** 20:23 21:6,11 33:21 34:3,14,22,25 37:20 44:5  
**wonderful (1)** 18:25

**Y**

**years (2)** 32:20 48:25  
**yesterday (7)** 4:14 8:19 36:10,17 44:19 45:12 47:24  
**yesterdays (2)** 13:21 48:22  
**yet (1)** 32:8  
**yourselves (2)** 16:21 49:10

**1**

**1 (3)** 32:21 50:2,3  
**10 (2)** 16:11 49:17  
**100 (3)** 11:9,12 14:15  
**1000 (2)** 38:14 41:16  
**1030 (3)** 1:2 49:13,16  
**1111 (1)** 23:14  
**1155 (1)** 33:13  
**120 (2)** 11:4,7  
**1206 (1)** 33:15  
**121 (1)** 11:19  
**13 (2)** 28:17 31:10  
**13th (1)** 40:16  
**14 (1)** 18:16  
**144 (1)** 1:25  
**15 (3)** 9:25 22:2 26:5  
**16 (2)** 18:16 26:8  
**1782 (2)** 15:14 46:19  
**18 (1)** 13:7

**2**

**2 (4)** 2:3,17 8:3 14:4  
**2005 (5)** 31:4,14,16,22 32:2  
**2006 (1)** 15:4  
**2007 (1)** 15:1  
**2007 (1)** 14:25  
**2010 (1)** 22:21  
**2011 (1)** 8:20  
**2012 (7)** 13:17 15:10 16:15 29:21 31:6,21 32:21  
**2013 (6)** 15:10 27:17,18 28:18,25  
**2014 (2)** 16:12 28:24  
**2016 (3)** 18:8 27:8 28:20  
**2018 (4)** 17:22,25 18:15 19:3  
**201819 (1)** 17:11  
**2020 (1)** 19:2  
**2025 (2)** 1:1 49:17  
**204 (1)** 9:21  
**21 (3)** 21:21 50:3,4  
**22 (3)** 28:4,14 50:5  
**23 (2)** 28:9 50:6  
**236 (1)** 49:15  
**24 (1)** 26:11  
**25 (3)** 26:11 50:7,8  
**26 (1)** 28:14  
**28th (2)** 38:17 44:11  
**29 (2)** 38:14 50:9

**3**

**3 (1)** 13:23  
**300 (1)** 41:16  
**300330 (1)** 41:14  
**31 (1)** 28:16  
**33 (1)** 50:10  
**330 (1)** 41:16  
**36 (1)** 2:3  
**371 (1)** 17:24  
**373 (1)** 17:25  
**3g (2)** 9:11 15:3

**4**

**400 (1)** 41:7  
**415 (1)** 41:7  
**425 (1)** 40:17  
**445 (2)** 41:3,4  
**45 (1)** 7:8  
**48 (4)** 24:1,2,6,15

---

**5**

**5 (2)** 27:16,20  
**559 (1)** 4:10  
**59 (4)** 18:12,13,14,16

---

**6**

**6 (1)** 16:11  
**66 (2)** 13:7,8

---

**7**

**7 (1)** 15:16  
**778 (1)** 13:5  
**78 (1)** 12:2

---

**8**

**8 (1)** 1:1  
**80 (1)** 17:14  
**81 (1)** 17:14  
**811 (1)** 16:5

---

**9**

**9 (2)** 15:18 28:4  
**90 (1)** 25:9  
**99 (2)** 32:13,22