

The Honorable James L. Robart

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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

MICROSOFT CORPORATION, a Washington
corporation,

Plaintiff,

v.

MOTOROLA, INC., MOTOROLA
MOBILITY, LLC, and GENERAL
INSTRUMENT CORPORATION,

Defendants.

CASE NO. C10-1823-JLR

**DECLARATION OF MICHAEL J.
CROWLEY IN SUPPORT OF
NONPARTIES RESEARCH IN MOTION
LIMITED AND RESEARCH IN MOTION
CORPORATION'S MOTION TO SEAL
TERMS OF PATENT LICENSE
AGREEMENTS AND TO DENY
MICROSOFT INSIDE COUNSEL
ACCESS TO THE AGREEMENTS**

REDACTED VERSION

1 I, Michael J. Crowley, state and declare as follows:

2 1. I am an attorney in the IP Licensing Department at Research In Motion
3 Corporation (“RIM”). I have personal knowledge of the following facts and, if called as a
4 witness, could and would testify competently thereto.

5 2. I have been employed at RIM since 2004. My responsibilities at RIM include
6 negotiating and managing patent licenses.

7 3. RIM is a global leader in smartphone technology. RIM revolutionized the
8 smartphone industry with the introduction of the BlackBerry in 1999. RIM owns an extensive
9 portfolio of patents in the field of smartphone technology and has entered into license agreements
10 with several companies, including Motorola. [REDACTED]

11 [REDACTED]

12 4. RIM frequently engages in patent licensing negotiations with companies in the
13 smartphone industry. [REDACTED]

14 [REDACTED] Such negotiations are commonplace in the
15 industry due to the large number of active patents on smartphones, which are owned by myriad
16 different companies. According to an estimate from RPX Corporation, a patent aggregator, there
17 are currently more than 250,000 active patents related to smartphones. It is often said that these
18 patents create a “patent thicket” in the field of smartphones.

19 5. Motorola has informed RIM that it intends to use at trial two RIM-Motorola
20 licenses— [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

25 6. RIM would suffer severe competitive harm if the terms of the RIM-Motorola
26 licenses were publicly disclosed. [REDACTED]
27 [REDACTED]
28 [REDACTED]

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[Redacted text]

7. [Redacted text]

[Redacted text]

8. [Redacted text]

[Redacted text]

9. Based on the considerations I stated in paragraphs 6 and 7 above, [Redacted text]

[Redacted text]

Executed on October 26, 2012 at Irving, Texas.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.


Michael J. Crowley