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12 MOTOROLA MOBILITY LLC

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

16 APPLE, INC., a California Corporation,)

17 Plaintiff,)

18 v.)

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

23 Defendants.)
24)
25)
26)
27)
28)

CASE NO.: 11-CV-01846-LHK

**[PROPOSED] ORDER GRANTING
EMERGENCY MOTION BY
NONPARTY MOTOROLA
MOBILITY LLC TO SEAL
EXHIBITS, CLOSE COURTROOM,
AND SEAL PORTIONS OF
TRANSCRIPT**

1 Non-Party Motorola Mobility LLC filed an emergency administrative motion for an order
2 to seal portions of proposed Trial Exhibits 77, 82, 630, and 631, as well as to close the courtroom
3 during discussion of such portions of those exhibits, and to seal any corresponding portions of
4 the transcript (“Motorola’s Motion to Seal”). The Court has considered the papers and evidence
5 presented in connection with Motorola’s Motion to Seal and determined that compelling reasons
6 exist for sealing this material.

7 Motorola’s Motion to Seal is GRANTED.

8 The following materials shall be filed under seal:

9 (a) those portions of the Trial Exhibit 77 that disclose terms of a license
10 agreement between Samsung and Motorola, Inc. – specifically, within the row discussing
11 the Samsung license with Motorola (Bates No. S-794-ITC-005216440-5216462) the
12 columns indicating the monetary consideration, what rights are included, and whether the
13 license is a cross license;

14 (b) pages 13-15, 17, and 19 (Bates S-794-ITC-005280731 to S-794-ITC-
15 005280733, S-794-ITC-005280735, and S-794-ITC-005280737) of Trial Exhibit 82;

16 (c) those portions of the Trial Exhibit 630 that disclose terms of license
17 agreements between Samsung and Motorola, Inc.(Bates Nos. S-794-ITC-005280285 to S-
18 794-ITC-005280348; S-794-ITC-005280871 to S-794-ITC-005280874; and S-794-ITC-
19 005216440 to S-794-ITC-0085216462) – specifically, within the three rows that came
20 from Exhibit 3A to the report of David Teece concerning licenses between Motorola and
21 Samsung, the columns concerning licensed products/technology and payments; and

22 (d) those portions of Trial Exhibit 631 that disclose royalty rates, amounts paid or
23 received by Motorola, or other license information – specifically the row from Teece
24 Exhibit 4A indicating Motorola rates and the row from Exhibit 4B indicating revenues,
25 royalties and rates as between Motorola and Samsung;

26 Those members of the public and litigants not authorized to view “Highly Confidential –
27 Attorneys Eyes Only” material shall be excluded from the courtroom during any discussion or
28 display of any of the information identified in items (a)-(d) above. Any portions of the

IT IS SO ORDERED.

Dated: _____

[PROPOSED] ORDER GRANTING EMERGENCY MOT'N BY NONPARTY MOTOROLA TO SEAL
Case No. 11-CV-01846-LHK