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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.)

CASE NO.: 11-CV-01846-LHK

**SUPPLEMENTAL SUBMISSION IN
SUPPORT OF EMERGENCY
MOTION BY NONPARTY
MOTOROLA MOBILITY LLC TO
SEAL EXHIBITS, CLOSE
COURTROOM, AND SEAL
PORTIONS OF TRANSCRIPT**

[Civ. L.R. 79-5]

Date: Expedited Request
Courtroom: 8, 4th Floor
Judge: Hon. Lucy H. Koh

On Friday, July 27, 2012, the Court held a case management conference. During that conference, among other things, the Court discussed motions filed by various third parties, which included the Emergency Motion by Nonparty Motorola Mobility LLC to Seal Exhibits, Close Courtroom, and Seal Portions of Transcript (Dkt. No. 1400) (“Motorola’s Motion”). During the conference, the Court ruled that third parties, including Motorola could file supplemental declarations to establish that documents concerning expired license agreements should be entitled to trade secret protection:

The Court: So far as the third parties are concerned, your request to protect those, you know, royalty rate and the no payment term, compensation term, however it’s structured and the duration pricing, that’s fine.

Mr. Hemminger: Okay. Thank you, Your Honor.

The Court: So any of the other third party who wishes to be heard?

Mr. McCauley: Good afternoon, Your Honor. Robert McCauley on behalf of Philips Electronics.

I’m sorry, Your Honor. There’s been some discussion about licenses that have been expired and I’m wondering whether, in view of the Court’s comments that you just made, the staleness issue, as the Court called it, is not going to override a declaration that says that this is competitively sensitive information, and that if it were acquired by competitors, it could irreparably harm, for instance, my client.

The Court: If you can make the appropriate showing in your declaration that the expiration of the license is not dispositive, yeah, that’s right.

Transcript of Case Management Conference at 27:15-28:14 (July 27, 2012), *Apple v. Samsung*, No. 11-CV-01846-LHK (N.D. Cal.). The Court invited third parties to make supplemental submissions in support of their motions to seal: “The Court: So who wants to redo their sealing motion, other than the two parties and Intel? Anyone else? Or is everyone else satisfied with what they have submitted?” *Id.* at 29:20-23. Motorola sought and was granted approval to supplement its motion to seal. *Id.* at 35:23-36:6. *See also* Minute Order and Case Management Order (Dkt. No. 1426) at p. 2 (the Court ordered that “Intel, and possibly RIM, IBM, Motorola Mobility, and Philips may also file supplemental declarations in support of the motions to seal by July 30, 2012 at 5:00 p.m.”).

In accordance with the Court’s rulings, Motorola submits herewith the Declaration of Brian C. Blasius in further support of Motorola’s Motion (“Blasius Decl.”). This declaration,

1 and the Declaration of Thomas V. Miller filed on July 26, 2012, Dkt. No. 1400-1, establish that
2 disclosure of the sensitive terms of the license agreements between Motorola and Samsung that
3 are identified in Samsung's proposed Trial Exhibits Nos. 77, 630, and 631, even though the
4 referenced licenses are now expired, as well as analogous information in proposed Trial Exhibit
5 No. 82 would be harmful to Motorola Mobility in its ongoing licensing activities. *See* Blasius
6 Decl. Rather than restating the contents of the Blasius Declaration, Motorola refers the Court to
7 that Declaration. Accordingly, Motorola renews the request set forth in its Motion.

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9 Dated: July 30, 2012

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