

EXHIBIT A

1 DAVID S. BLOCH (SBN: 184530)
dbloch@winston.com
2 JENNIFER A. GOLINVEAUX (SBN: 203056)
jgolinveaux@winston.com
3 MARCUS T. HALL (SBN: 206495)
mthall@winston.com
4 WINSTON & STRAWN LLP
101 California Street
5 San Francisco, CA 94111-5894
Telephone: (415) 591-1000
6 Facsimile: (415) 591-1400

7 PETER J. CHASSMAN (admitted *pro hac vice*)
pchassman@winston.com
8 WINSTON & STRAWN LLP
1111 Louisiana St., 25th Floor
9 Houston, TX 77002-5242
Telephone: (713) 651-2623
10 Facsimile: (713) 651-2700

11 Attorneys for Non-Party,
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

**REPLY 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

1 Motorola Mobility LLC files this brief reply in support of its emergency motion to seal
2 exhibits, close the courtroom, and seal portions of the transcript (Dkt. No. 1400), its
3 supplemental submission in support thereof (Dkt. No. 1491), and papers submitted in support
4 thereof. The supporting papers included the declaration of Motorola's Thomas V. Miller, which
5 provided a particularized document-by-document showing of the harm that would result from
6 disclosure of the Motorola confidential information that was the subject of Motorola's motion.

7 Motorola is a non-party to the present case. On July 27, 2012, the Court held a hearing
8 that addressed a number of issues, including requests by non-parties to seal their confidential
9 license and other information. During that hearing, the Court indicated that, as requested by
10 various non-parties, license terms including royalty rate, payment/compensation, and duration
11 are protected from published disclosure. Transcript of Case Management Conference at 27:15-
12 19 (July 27, 2012), *Apple v. Samsung*, No. 11-CV-01846-LHK (N.D. Cal.). At that hearing,
13 Reuters argued that past license agreements should not be entitled to the same protections, and
14 the Court permitted the non-parties to submit supplemental declarations to explain how
15 disclosure of past license agreements would cause irreparable harm, then they would receive
16 protection from disclosure as well. *Id.* at 28:11-14. Motorola's supplemental submission
17 included the Declaration of one of its directors, Brian C. Blasius (Dkt. No. 1491-1). Mr. Blasius'
18 declaration made a specific showing as to why disclosure of the terms of the three past Motorola
19 license agreements at issue would cause irreparable harm to Motorola, just as disclosure of terms
20 of current license agreements would. Mr. Blasius' declaration, in combination with Motorola's
21 motion and supporting declaration of Mr. Miller, satisfied the "compelling reasons" standard.

22 Reuters filed its opposition to the non-parties' motions to seal, but it did not address the
23 specifics of any of the Motorola documents at issue. Despite Reuters' argument at the July 27
24 Case Management Conference that past license agreements should receive treatment different
25 from current license agreements, Reuters provided no legal basis for that position in its
26 opposition, nor did it address the particularized showing that Motorola made as to the Motorola-
27 Samsung agreements at issue. Instead, Reuters turned to a contorted policy argument that the
28 public would benefit from knowing the details of business deals between companies – a policy

1 that would lead to preposterous results. Opposition (Dkt. No. 1556) at p. 19. Instead of dealing
2 with the facts and specific concerns of the non-parties at hand, incredibly Reuters relies on a
3 joint declaration of five college professors who do not even purport to know the facts of the
4 situation (Dkt. No. 1556-4). Yes, even Reuters' declarants "recognize and respect the value of
5 confidentiality with respect to licensing data." *Id.*, ¶ 7. Reuters failed to mention that in its
6 opposition.

7 Because Reuters has not come close to refuting Motorola's showing of compelling
8 reasons, particularly as a non-party, that its confidential information at issue should be sealed,
9 Motorola respectfully requests that the court grant Motorola's motion to seal.

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11 Dated: August 6, 2012

WINSTON & STRAWN LLP

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13 By: /s/ Jennifer A. Golinveaux
14 David S. Bloch
15 Jennifer A. Golinveaux
16 Marcus T. Hall
17 Peter J. Chassman (admitted *pro hac vice*)
18 Attorneys for Non-Party,
19 MOTOROLA MOBILITY LLC
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23
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25
26
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