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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

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