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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

**NONPARTY MOTOROLA  
MOBILITY LLC'S OBJECTION TO  
THE JOINT STIPULATION AND  
[PROPOSED] ORDER REGARDING  
A PROCEDURE FOR REDUCING  
THE NUMBER OF SEALING  
REQUESTS**

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

1 Nonparty Motorola Mobility LLC (“Motorola”) submits this objection to the Joint  
2 Stipulation and [Proposed] Order Regarding a Procedure for Reducing the Number of Sealing  
3 Requests (Dkt. 1597) (“Stipulation”) filed by parties Apple and Samsung. As set forth in  
4 nonparties’ Research in Motion Corp. and Research in Motion Ltd.’s (“RIM’s”) objection to the  
5 Stipulation (Dkt. 1613), the Stipulation, if adopted by the Court, would substantially undermine  
6 the relief that Motorola and other nonparties have sought in order to protect their highly sensitive  
7 and trade secret information.

8 Specifically, the Stipulation appears to allow public disclosure of the key business and  
9 financial terms of Motorola’s licenses with Samsung if the parties “substitute neutral, non-  
10 identifying designations (such as ‘Party A’) for all third parties identified in such licensing  
11 agreements, summaries or charts to the extent such third parties will not be the subject of  
12 testimony.” Stipulation, ¶ 5. Like RIM and the other nonparties, Motorola has already filed  
13 public redacted versions of the information contained in the Trial Exhibits referenced in  
14 paragraph 5 of the Stipulation. Specifically, Motorola has filed public redacted versions of the  
15 information contained in Trial Exhibits 77, 82, and 630, which identify Motorola as the licensor,  
16 and a public redacted version of Trial Exhibit 631 with certain fields left unredacted. If these  
17 Trial Exhibits are publicly disclosed pursuant to the Stipulation, with non-identifying  
18 designations substituted for Motorola’s name, it would be trivial for members of the public,  
19 including Motorola’s competitors, to compare the redacted versions filed by Motorola with the  
20 redacted versions disclosed pursuant to the Stipulation, and gain access to the very information  
21 that Motorola, and the other non-parties, seeks to protect—information that the Court has  
22 indicated merits protection under controlling Ninth Circuit law. The terms common to both  
23 public disclosures could easily be matched to identify Motorola as the counterparty to the  
24 licensing information.

25 In addition, as explained by RIM in its opposition, any third party that is the “subject of  
26 testimony” would appear to receive no protections whatsoever pursuant to the Stipulation.  
27 Stipulation, ¶ 5 (emphasis added) (“The parties will substitute neutral, non-identifying  
28 designations . . . to the extent such third parties will not be the subject of testimony.”). For this

1 additional reason, the Stipulation is contrary to the authority cited by Motorola and the other  
2 third parties in their motions to seal briefing.

3 Although the Stipulation states that the “parties will not oppose each other’s efforts to  
4 seal the record,” Stipulation, ¶ 5, this provides no protection for Motorola’s highly confidential  
5 information at issue, because neither party has moved to seal this information.

6 For these reasons, the Stipulation fails to adequately protect Motorola’s highly  
7 confidential trade secret information. Accordingly, Paragraph 5 of the Stipulation should be  
8 rejected and Motorola’s Motion to Seal should be granted.

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11 Dated: August 8, 2012

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