

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE NORTHERN DISTRICT OF CALIFORNIA

3
4 TESSERA, INC.,

No. C 05-4063 CW

5 Plaintiff,

ORDER GRANTING

MOTIONS TO FILE

UNDER SEAL (Docket

Nos. 1056 and

1064)

6 v.

7 ADVANCED MICRO DEVICES, INC.;
8 SPANSION, LLC; SPANSION, INC.;
9 SPANSION TECHNOLOGY, INC.;
10 ADVANCED SEMICONDUCTOR
11 ENGINEERING, INC.; ASE (U.S.),
12 INC.; CHIPMOS TECHNOLOGIES, INC.;
13 CHIPMOS U.S.A., INC.; SILICONWARE
14 PRECISION INDUSTRIES CO., LTD.;
15 SILICONWARE USA, INC.;
16 STMICROELECTRONICS N.V.;
17 STMICROELECTRONICS, INC.; STATS
18 CHIPPAC, INC.; STATS CHIPPAC
19 (BVI), INC.; and STATS CHIPPAC,
20 LTD.,

21 Defendants.

22
23
24
25
26
27
28

Defendants STMicroelectronics, Inc. and STMicroelectronics
N.V. (collectively, the ST Defendants) move to file under seal
their unredacted reply in support of their motion for partial
summary judgment regarding patent exhaustion (Docket No. 1064).

Plaintiff Tessera, Inc. moves to seal its unredacted opposition to
the ST Defendants' motion for partial summary judgment and to
various Defendants' motion for summary judgment (Docket No. 1056).
The parties represent that they seek to seal the portions of their
briefs that refer to and quote the license agreement entered into
by Tessera, Inc. and third-party Motorola, Inc. The Court
previously granted the parties' request to file the license
agreement under seal, as well as the portions of Defendants'

1 opening brief for summary judgment that referred to and quoted the
2 license agreement. Docket No. 1034. The Court notes that the
3 parties have already filed redacted versions of their briefs in
4 the public record. See Docket Nos. 1057 and 1065.

5 The parties seek to seal records connected to a dispositive
6 motion. To establish that the documents are sealable, the party
7 who has designated them as confidential "must overcome a strong
8 presumption of access by showing that 'compelling reasons
9 supported by specific factual findings . . . outweigh the general
10 history of access and the public policies favoring disclosure.'" Pintos v. Pac. Creditors Ass'n, 605 F.3d 665, 679 (9th Cir. 2010)
11 (citation omitted). Cf. id. at 678 (explaining that a less
12 stringent "good cause" standard is applied to sealed discovery
13 documents attached to non-dispositive motions). This cannot be
14 established simply by showing that the document is subject to a
15 protective order or by stating in general terms that the material
16 is considered to be confidential, but rather must be supported by
17 a sworn declaration demonstrating with particularity the need to
18 file each document under seal. Civil Local Rule 79-5(a).
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Having reviewed the briefs and the parties' declarations in support of their motions to seal, the Court concludes that they have established that the references to the license agreement in the memoranda are sealable. Accordingly, their motions to file under seal are GRANTED (Docket No. 1056 and 1064). Within three days of the date of this Order, the parties shall electronically file under seal their unredacted briefs.

IT IS SO ORDERED.

Dated: 8/31/2012


CLAUDIA WILKEN
United States District Judge