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 7 INTERDIGITAL TECHNOLOGY
 CORPORATION and
 8 INTERDIGITAL COMMUNICATIONS LLC

9 UNITED STATES DISTRICT COURT
 10 NORTHERN DISTRICT OF CALIFORNIA
 11 SAN JOSE DIVISION

13	APPLE, INC., a California Corporation,	)	CASE NO.: 11-CV-01846-LHK
)	
14	Plaintiff,	)	[PROPOSED] ORDER GRANTING
		)	NON-PARTIES INTERDIGITAL
15	v.	)	COMMUNICATIONS, LLC AND
		)	INTERDIGITAL TECHNOLOGY
16	SAMSUNG ELECTRONICS CO., LTD., a	)	CORPORATION EMERGENCY
	Korean corporation; SAMSUNG	)	MOTION FOR AN ORDER CLOSING
17	ELECTRONICS AMERICA, INC., a New York	)	THE COURTROOM AND SEALING
	corporation; SAMSUNG	)	THE TRANSCRIPT DURING
18	TELECOMMUNICATIONS AMERICA, LLC, a	)	DISCUSSION OF INTERDIGITAL'S
	Delaware limited liability company,)	CONFIDENTIAL INFORMATION
19)	
	Defendants.)	
20)	
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21)	
)	
22)	

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 24 The Court has considered the papers and evidence presented in connection with
 25 InterDigital's Emergency Motion for an Order Closing the Courtroom and Sealing the Transcript
 26 During Discussion of InterDigital's Confidential Information ("InterDigital's Emergency Motion
 27 to Seal"). The Court has determined that, in light of the declaration of Lawrence F. Shay filed by
 28 InterDigital in support of its Emergency Motion to Seal, compelling reasons exist for sealing (a)

1 portions of a Patent License and Settlement Agreement entered into as of November 24, 2008,
2 between Samsung and InterDigital (the “Samsung–InterDigital PLA”) – included in Trial Exhibit
3 77; (b) portions of a table summarizing key terms of the Samsung–InterDigital PLA, attached as
4 Exhibit 3A to Samsung’s Expert Report of David Teece, dated March 22, 2012 – included in
5 Trial Exhibit 630; and (c) portions of a table summarizing key terms of the Wireless Patent
6 License Agreement between Apple Inc. and InterDigital (the “Apple–InterDigital PLA”),
7 attached as Exhibit 3B to Samsung’s Expert Report of David Teece, dated March 22, 2012 –
8 included in Trial Exhibit 630.

9 The motion is hereby GRANTED.

10 The following materials (or “InterDigital Confidential Documents”) shall be filed under
11 seal:

12 (a) those portions of the Samsung–InterDigital PLA included in Trial Exhibit 77
13 reflecting the same redactions made by InterDigital in its disclosure of the PLA in its 2009 filing
14 with the United States Securities and Exchange Commission;

15 (b) the last three lines of the last paragraph located in the column titled “Licensed
16 Products/Technology” of the table summarizing key terms of the Samsung–InterDigital PLA,
17 attached as Exhibit 3A to Samsung’s Expert Report of David Teece, dated March 22, 2012 –
18 included in Trial Exhibit 630; and

19 (c) the columns titled “Licensed Products/Technology” and “Payments” of the table
20 summarizing key terms of the Wireless Patent License Agreement between Apple Inc. and
21 InterDigital (the “Apple–InterDigital PLA”), attached as Exhibit 3B to Samsung’s Expert Report
22 of David Teece, dated March 22, 2012 – included in Trial Exhibit 630.

23 Those members of the public and litigants not authorized to view “Highly Confidential –
24 Attorneys Eyes Only” material shall be excluded from the courtroom during any discussion or
25 display of the InterDigital Confidential Documents. Alternatively, any exhibit containing the
26 InterDigital Confidential Documents shall not be displayed in such a manner that their contents
27 are visible to the public gallery in the courtroom. Any portions of the trial transcript containing
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1 discussion of InterDigital Confidential Documents shall be sealed. Any exhibits entered at trial
2 that comprise or discuss InterDigital Confidential Documents shall be sealed.

3 IT IS SO ORDERED.

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5 Dated: July ____, 2012

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LUCY H. KOH
United States District Judge

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