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 MICROSOFT CORPORATION
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8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 SAN JOSE DIVISION

12 APPLE, INC., a California corporation,

13 Plaintiff,

14 v.

15 SAMSUNG ELECTRONICS CO., LTD., a
 Korean corporation; SAMSUNG
 16 ELECTRONICS AMERICA, INC., a New
 York corporation; SAMSUNG
 17 TELECOMMUNICATIONS AMERICA,
 LLC, a Delaware limited company,

18 Defendants.
 19

Case No. 11-CV-01846-LHK

[PROPOSED] ORDER GRANTING NON-
 PARTY MICROSOFT CORPORATION'S
 MOTION TO SEAL CONFIDENTIAL
 LICENSE AND TERMS

Judge: Honorable Lucy H. Koh

20 Pursuant to Civil Local Rules 7-11 and 79-5 and this Court's Order Regarding Third Party
 21 Motions to Seal, ECF 1288 dated July 23, 2012, Microsoft Corporation ("Microsoft") filed a
 22 motion for the Court to seal and otherwise protect from public disclosure terms of a confidential
 23 license agreement ("Confidential Agreement") between Microsoft and Samsung Electronics Co.
 24 Ltd. ("Samsung"). More specifically, Microsoft requested that the Confidential Agreement and
 25 its terms be treated as "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" under
 26 Section 9 of the Protective Order (ECF 687).
 27
 28

1 Confidential license agreements, such as the one that is the subject of this request, are
2 considered trade secrets in the Ninth Circuit and qualify for protection from public disclosure
3 under the "compelling reasons" test. In its filing and supporting documents, Microsoft has
4 demonstrated that it is entitled to have the Court seal and prevent from public disclosure the
5 Confidential Agreement and its terms, including in Court documents, trial exhibits, and
6 testimony. This includes sealing of the license terms summary from the Microsoft/Samsung
7 Confidential Agreement found in Trial Exhibit 630, Expert Report of David Teece, submitted by
8 Samsung in this case.

9
10 Accordingly, IT IS HEREBY ORDERED that:

11 (1) The Confidential Agreement and its terms be treated as "HIGHLY
12 CONFIDENTIAL – ATTORNEYS’ EYES ONLY" under Section 9 of the Protective Order (ECF
13 687).

14
15 (2) The terms of the Confidential Agreement in Exhibits 3A and 3B to Trial Exhibit
16 630 (to the extent the text relates to licenses involving Microsoft) be redacted from the public
17 record if that exhibit is offered and admitted into evidence at trial in this matter.

18 (3) Testimony and trial exhibits offered during trial regarding the Confidential
19 Agreement or its terms be redacted and sealed from the public record.

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21 **IT IS SO ORDERED.**

22
23 DATED: _____, 2012

24 HONORABLE LUCY H. KOH
25 United States District Court Judge