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

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 12 APPLE INC., a California corporation,
 13 Plaintiff,
 14 v.
 15 SAMSUNG ELECTRONICS CO., LTD., a
 16 Korean corporation; SAMSUNG
 17 ELECTRONICS AMERICA, INC., a New
 York corporation; and SAMSUNG
 18 TELECOMMUNICATIONS AMERICA,
 LLC, a Delaware limited liability company,
 19 Defendants.
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Case No. 11-CV-01846-LHK

**NON-PARTY QUALCOMM
 INCORPORATED'S REVISED
 ADMINISTRATIVE MOTION
 TO SEAL CONFIDENTIAL
 INFORMATION PURSUANT TO
 CIVIL L. R. 7-11 & 79-5**

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 28 Case No. 11-CV-01846-LHK
 Revised Motion to Seal Confidential Information

1 While Non-Party Qualcomm Incorporated’s (“Qualcomm”) Motion to
2 Seal filed on July 26, 2012 (Docket Item 1394) was not on the docket for the Court’s
3 hearing held on Friday July 27, Qualcomm now has the benefit of the Court’s general
4 instructions given during that hearing concerning the sealing of third party licensing
5 information, and submits this Revised Administrative Motion to Seal Confidential
6 Information pursuant to Civil L. R. 7-11 & 75-9 (the “Revised Motion”) to comply with
7 that guidance.

8 Because the only document designated as a trial exhibit that the parties
9 have identified to Qualcomm as containing Qualcomm confidential information is Trial
10 Exhibit 630 (the expert report of Prof. David Teece) and specifically Exhibit 3A to that
11 report,¹ Qualcomm confines its motion to that document, while respectfully requesting
12 that it be given a similar opportunity to move should additional documents containing
13 Qualcomm’s confidential information be proposed for use at trial.

14 Qualcomm has not received any actual copy of Trial Exhibit 630, but
15 rather only a table that Samsung represents comprises all excerpts from Trial Exhibit 630
16 that include information about Qualcomm licenses (the “Qualcomm License Summary”).
17 Attached as Exhibit A to this Revised Motion is a version of that Qualcomm License
18 Summary, from which Qualcomm’s confidential information has been redacted. An
19 unredacted version of the Qualcomm License Summary is lodged with the Clerk for the
20 Court’s reference.

21 By this Revised Motion Qualcomm narrows and confines its requests for
22 redactions, limiting them to those categories of license information that the Court
23 directed should be sealed in accordance with the Ninth Circuit’s decision in *In re*

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26 ¹ See Declaration of Eric Reifscheider in Support of Non-Party Qualcomm
27 Incorporated’s Administrative Motion to Seal dated July 26, 2012 (“Reif. Decl.”) (Docket
Item 1394, Attachment 1) ¶ 1.

1 *Electronic Arts, Inc.*, 298 Fed. App'x 568, 569-570 (9th Cir. 2008): “**Pricing, royalty**
2 **rates, minimum payment terms**” and “**the duration of the license**”. (See 7/27 Hearing
3 Tr. at 9.) Quite simply, Qualcomm requests sealing of all information contained in the
4 columns headed “Term” and “Payments” on the License Summary, and nothing else.

5 Qualcomm believes that “price” and “royalty rate” must include, as a
6 matter of both economics and negotiation realities, information as to when or whether
7 licenses become “paid up”, the details of rights granted to adjust price terms in the future
8 if certain conditions occur, and identification of non-monetary rights received by
9 Qualcomm as partial consideration for a license. Clearly this is the understanding of
10 Professor Teece as well, as he has listed all such information under the heading
11 “Payments”. As Eric Reifschneider, Senior Vice President and General Manager of
12 Qualcomm Technology licensing has attested, these terms are indeed heavily negotiated
13 and highly sensitive confidential information that Qualcomm considers to be trade
14 secrets, the disclosure of which would give valuable information to competitors and
15 could disadvantage Qualcomm in future negotiations with other licensees. (See Reif.
16 Decl. ¶¶ 2, 6.)

17 We note that, at the hearing, counsel for Reuters expressed doubt that a
18 Qualcomm license agreement dating back to 1993 (a “20-year-old document”) could
19 continue to contain trade secrets. (See 7/27 Hearing Tr. at 15.) We will simply note that
20 Qualcomm’s 1993 license agreement is not “just history.” As Dr. Teece’s Exhibit 3A
21 correctly reflects, the 1993 license agreement remains in effect to the present in important
22 respects, governing the license relationship between Samsung and Qualcomm subject
23 only to subsequent amendments. As a result, it is just as commercially significant and
24 sensitive as an agreement signed yesterday.

25 As to counsel for Reuters’ assertion that “Qualcomm has publicly filed
26 their licensing agreement, including financial terms” (See Hearing Tr. at 11), to
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