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 Siemens AG

7
 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 San Jose Division

11 APPLE INC., a California corporation,

No.: 11-cv-01846-LHK (PSG)

12 Plaintiff,

**DECLARATION OF FRANK. J. NUZZI IN
 SUPPORT OF NON-PARTY SIEMENS
 AG'S ADMINISTRATIVE MOTION TO
 SEAL**

13 vs.

Honorable Lucy H. Koh

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

17 Defendants.
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 20 I, Frank J. Nuzzi, declare and state as follows:

21 1. I am Senior IP Counsel for Siemens Corporation. Given the timing issues in this case
 22 and the late notice Siemens AG received, I understand that an employee of Siemens AG is unable to
 23 submit a responsive declaration along with the motion to seal. However, I make this declaration
 24 based on what I believe Siemens AG's position would be had Siemens AG had sufficient time to
 25 respond in this case. I have personal knowledge of Siemens AG's positions it has taken in similar
 26 circumstances and I make my declaration based on such knowledge.
 27
 28

REED SMITH LLP
 A limited liability partnership formed in the State of Delaware

1 2. In December 2003, Siemens AG and Samsung Electronics Co. LTD. (“Samsung”)
2 entered into a written Patent License Agreement (“the Agreement”). (A true and correct redacted
3 copy of the Agreement is attached hereto as Exhibit A.)

4 3. While the fact that the parties entered into the Agreement is not confidential, the
5 Agreement contains confidentiality obligations wherein each party’s ability to disclose the terms of
6 the Agreement is restricted, absent the other party’s consent. [Exh. A, Sect. 7.]

7 4. I understand that trial counsel for Samsung intends to introduce into evidence both
8 the Agreement and a summary of its key terms as Trial Exhibit 77. (A true and correct copy of a
9 redacted version of the summary of key terms is attached hereto as Exhibit B.) Such an introduction
10 would necessarily involve the disclosure of confidential terms of the Agreement.

11 5. I also understand that Trial Exhibit 77 will disclose at least the term or expiration of
12 the Agreement, the monetary consideration paid for the license rights granted, as well as the
13 technological scope of the license. Siemens AG considers this type of information to be highly
14 confidential, and amongst its most sensitive business information.

15 6. Siemens AG owns one of the largest and most important patent portfolios in the
16 world. I understand from the Siemens AG website that Siemens AG holds approximately 58,000
17 patents worldwide. [[http://www.siemens.com/corporate-technology/en/patents-and-](http://www.siemens.com/corporate-technology/en/patents-and-standards/index.htm)
18 [standards/index.htm](http://www.siemens.com/corporate-technology/en/patents-and-standards/index.htm).] The protection, utilization, and expansion of Siemens AG’s intellectual
19 property rights are vital to its success. *Id.*

20 7. Siemens AG is in constant negotiations with multiple companies regarding patent
21 licenses, including relating to the technology at issue in the Agreement (as I understand it). Siemens
22 AG’s ability to negotiate these licenses on competitive terms would be severely hampered if the
23 confidential terms of its existing license agreements were made public. This is especially true
24 where, as in the Agreement here, the confidential terms relate to the term of the license, unexpired
25 patents or patents for which there remains an enforceable term, the monetary consideration paid for
26 the license rights granted, and/or the technological scope of the license.

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8. Given the extreme importance and sensitivity of this information, I believe that Siemens AG would be severely harmed should the information contained in Trial Exhibit 77 become public without redactions.

9. Redacted versions of the Agreement and the summary of its key terms are attached hereto as Exhibits A and B, respectively. Siemens AG has no objection to these redacted versions being displayed publicly, so long as the redacted information is only submitted under seal.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 30, 2012.

Frank J. Nuzzi*
Frank J. Nuzzi

**Filer's Attestation: Pursuant to General Order No. 45, Section X(B) regarding signatures, John P. Bovich hereby attests that concurrence in the filing of this document has been obtained.*