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Telefonaktiebolaget
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7
 8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA
 10 SAN JOSE DIVISION

11 APPLE, INC., a California Corporation,)

Case No. 11-CV-01846-LHK

12 Plaintiff,)

13 vs.)

**DECLARATION OF ANNA JOHNS
 IN SUPPORT OF ERICSSON'S
 ADMINISTRATIVE MOTION TO SEAL**

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

18 Defendants.)

McKool Smith Hennigan P.C.
 303 Twin Dolphin Drive, Suite 600
 Redwood Shores, California 94065

1 I, Anna Johns, declare as follows:

2 1. I am Director, Patent Licensing for Ericsson Inc., and am responsible for the patent
3 licensing activities of Telefonaktiebolaget LM Ericsson (“Ericsson”) in North America. I have
4 personal knowledge of the facts stated herein.

5 2. I understand that Samsung has designated three potential trial exhibits -- exhibits 77,
6 630, and 631 -- that contain Ericsson’s confidential business information. Samsung has indicated
7 that it has provided Ericsson with the portions of those trial exhibits that contain the Ericsson
8 information. The proposed exhibits disclose confidential and sensitive competitive business and
9 licensing information of Ericsson, which Ericsson treats as trade secrets.

10 3. Trial Exhibit 77 references a license between Samsung and Ericsson that became
11 effective January 1, 2006 (the “2006 License”) and discloses, among other information, the term of,
12 the monetary consideration paid for, and the patent rights covered by, the 2006 License.

13 4. Trial Exhibit 630 includes Exhibit 3A, entitled “Summary of Samsung License
14 Agreements.” Exhibit 3A references two licenses between Samsung and Ericsson: a Patent License
15 Agreement that became effective in December 2001 (the “2001 License”) and the 2006 License and
16 discloses, among other information, the terms of, the products and technology covered by, the
17 geographic scope of, and the payments under, the 2001 License and the 2006 License.

18 5. Trial Exhibit 630 also includes Exhibit 3B, entitled “Summary of Apple UMTS
19 License Agreements.” Exhibit 3B references two licenses between Apple and Ericsson: a Patent
20 License Agreement that became effective in June 2003 (the “2003 License”) and a Patent License
21 Agreement that became effective in January 2008 (the “2008 License”) and discloses, among other
22 information, the terms of, the products and technology covered by, the geographic scope of, and the
23 payments under, the 2003 License and the 2008 License.

24 6. Trial Exhibit 631 includes Exhibit 4A, entitled “Initial Royalty Rates - Motorola and
25 Ericsson” and discloses Ericsson’s initial GSM, CDMA, and WCDMA royalty rates.

26 7. Trial Exhibit 631 also includes Exhibit 4B, entitled “Estimating Samsung Balance
27 Royalty Rates” and discloses the net royalty, total revenues, gross royalties, partner rates, and
28 Samsung rates with respect to the 2006 License.

1 8. I am familiar with each of the Ericsson licenses referenced in the excerpts of Trial
2 Exhibits 77, 630, and 631 that Ericsson received from Samsung. The specific licensing terms
3 identified in paragraphs three (3) through seven (7) herein are non-public information that Ericsson
4 maintains as trade secrets. Ericsson goes to great lengths to protect this information from disclosure.
5 Each of the Ericsson licenses referenced in Trial Exhibits 77, 630, and 631 contains confidential
6 provisions that restrict the disclosure of such sensitive business and licensing information. To my
7 knowledge, Ericsson has complied with these confidentiality requirements, and I have not been
8 made aware of any violations of these provisions by any of the other parties to those licenses.

9 9. Ericsson does business in a technology driven and highly competitive industry.
10 Technology development and the licensing of technology and products are ways that companies in
11 this industry compete. License negotiations are constant, almost continual, and are conducted in
12 private with the parties agreeing to maintain the confidentiality of the negotiations and the license
13 terms that result from those negotiations. It is important that the agreements reached in each license
14 with respect to the technology, patents, and products covered, the geographic scope, pricing, royalty
15 rates, royalties, revenues, and the length of the license be kept private and confidential. Ericsson's
16 licensing counterparts expect this of Ericsson and Ericsson expects the same of them. In fact, the
17 confidential obligations in these licenses continue even after the licenses themselves expire.
18 Disclosure of such sensitive business terms from prior or expired licenses would provide
19 competitors and potential licensees with knowledge of Ericsson's negotiation and licensing history
20 and give them an unfair competitive advantage. Competitors and potential licensees could, for
21 example, use this information to shape and bolster their own negotiating strategy and gain a sense of
22 the course that negotiations may take. Sensitive terms, including what the license covers, its
23 geographic scope, pricing, royalties, royalty rates, revenues, and duration, remain trade secrets even
24 after the license expires. If the sensitive terms of Ericsson's licenses and royalty rates, including the
25 information identified in paragraphs three (3) through seven (7) herein and which Ericsson seeks to
26 have sealed in this case, become public knowledge, Ericsson will be placed at a competitive
27 disadvantage in ongoing and future license negotiations. This information goes to the heart of
28 Ericsson's business and licensing strategy and planning.

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

3 Executed in Plano, Texas on the 30th day of July, 2012.

4
5 By:  _____
6 Anna Johns

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