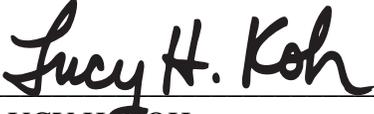


1 used ‘as sources of business information that might harm a litigant's competitive standing.’” *In re*
2 *Electronic Arts*, 298 Fed. App’x 568, 569 (9th Cir. 2008) (citing *Nixon v. Warner Commc’ns, Inc.*,
3 435 U.S. 589, 598 (1978).

4 HTC has proposed to redact portions of the license agreement covering the actual pricing
5 and royalty terms, as well as terms explaining exactly how those royalties are to be determined, for
6 which products, and for which precise features. These terms are closely linked with the actual
7 payment and royalty amounts, and may pose a competitive risk to HTC for the same reasons.
8 Specifically, exposure of the details of how the royalties will be determined for any given product
9 could allow other companies to gain an advantage in negotiating with HTC in the future. Further,
10 HTC, not a party to this action, has carefully identified only the specific portions of the agreement
11 likely to cause actual competitive harm. The relevance of this agreement to the present case is
12 limited to which Apple patents have been licensed. Thus, the public’s interest in disclosure of the
13 details of how royalties are to be calculated is very limited, and is outweighed by HTC’s interest in
14 keeping the most sensitive terms of its license agreements confidential. Accordingly, Samsung’s
15 motion to file under seal, incorporating HTC’s requested redactions, is GRANTED.

16 **IT IS SO ORDERED.**

17 Dated: December 11, 2012

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20 LUCY H. KOH
21 United States District Judge
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