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5 Attorneys for Non-Parties
6 INTERDIGITAL HOLDINGS, INC.,
INTERDIGITAL TECHNOLOGY
7 CORPORATION, and IPR LICENSING, INC.

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 liability company,)

18 Defendants.)
19)
20)
21)
22)

CASE NO.: 11-CV-01846-LHK

**DECLARATION OF RANAE
McELVAINE IN SUPPORT OF
MOTION BY NON-PARTIES
INTERDIGITAL HOLDINGS, INC.,
INTERDIGITAL TECHNOLOGY
CORPORATION, AND IPR
LICENSING, INC. TO SEAL
PATENT LICENSE AGREEMENT
WITH APPLE INC.**

Date: TBD
Courtroom: 5, 4th Floor
Magistrate: Paul S. Grewal

23
24 I, Ranae McElvaine, declare as follows:

25 1. I am Deputy General Counsel for InterDigital Holdings, Inc. InterDigital
26 Technology Corporation and IPR Licensing, Inc. are wholly owned subsidiaries of InterDigital
27 Holdings Inc. InterDigital Holdings, Inc., InterDigital Technology Corporation, and IPR
28

1 Licensing, Inc. (collectively “InterDigital”) are non-parties to the above-captioned action. I have
2 personal knowledge of the facts stated herein.

3 2. I understand that, in connection with the above captioned case, the Court has
4 denied Apple Inc.’s (“Apple”) request to maintain the Patent License Agreement between
5 InterDigital Technology Corporation, IPR Licensing, Inc., and Apple (“the Apple PLA”) under
6 seal in its entirety. I also understand that Apple filed a renewed motion to seal the Apple PLA.

7 3. The Apple PLA contains competitively sensitive business information, including
8 (i) specific, non-public terms pertaining to monetary consideration and other payment-related
9 terms and (ii) specific, non-public terms concerning InterDigital’s licensing strategies and
10 negotiations with Apple.

11 4. The terms of the Apple PLA are highly sensitive to InterDigital because they
12 reflect the parties’ valuation of InterDigital’s intellectual property and of other license terms; if
13 those terms were not kept confidential, other companies would use this information unfairly to
14 increase their leverage in their own negotiations against InterDigital.

15 5. During negotiations for patent licenses, InterDigital and its prospective licensees
16 negotiate the relative value of the patent portfolios at issue as well as the values of other terms in
17 the agreement. The patents that are licensed under each particular agreement, as well as the
18 relative value and the circumstances of any given license vary from party to party.

19 6. Public disclosure of the Apple PLA would cause substantial harm to InterDigital’s
20 bargaining and competitive position. The competition for revenues within the highly
21 competitive wireless communications industry creates a business environment in which highly
22 confidential information, including pricing information and negotiation strategies, must be
23 diligently protected to enable InterDigital to maintain competitive viability.

24 7. InterDigital derives a large portion of its revenues from its licensing activities.
25 The terms and conditions to which InterDigital subjects its licensees are business decisions that
26 affect InterDigital’s revenues.

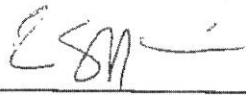
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8. Disclosure of the Apple PLA could result in significant competitive harm to InterDigital as it would provide insight into the structure of its licensing deals, forcing it into an uneven bargaining position in ongoing and future negotiations.

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

Executed in Wilmington, Delaware on the 28th day of February, 2013.

By: 
Ranae McElvaine