

1 MICHAEL B. LEVIN (SBN: 172329)
 mlevin@wsgr.com
 2 WILSON SONSINI GOODRICH & ROSATI
 Professional Corporation
 3 650 Page Mill Road
 Palo Alto, CA 94304-1050
 4 Telephone: (650) 493-9300
 Facsimile: (650) 565-5100
 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,	)	CASE NO.: 11-CV-01846-LHK
)	
13	Plaintiff,	)	DECLARATION OF CORINA I.
		)	CACOVEAN IN SUPPORT OF
14	v.	)	MOTION BY NON-PARTIES
		)	INTERDIGITAL HOLDINGS, INC.,
15	SAMSUNG ELECTRONICS CO., LTD., a	)	INTERDIGITAL TECHNOLOGY
	Korean corporation; SAMSUNG	)	CORPORATION, AND IPR
16	ELECTRONICS AMERICA, INC., a New York	)	LICENSING, INC. TO SEAL
	corporation; SAMSUNG	)	PATENT LICENSE AGREEMENT
17	TELECOMMUNICATIONS AMERICA, LLC, a	)	WITH APPLE INC.
	Delaware limited liability company,)	
18)	
	Defendants.	)	Date: TBD
19		)	Courtroom: 5, 4th Floor
		)	Magistrate: Paul S. Grewal
20)	
21)	
22)	

23
 24 I, Corina I. Cacovean, declare as follows:

25 1. I am an attorney at Wilson Sonsini Goodrich & Rosati, counsel for third parties
 26 InterDigital Holdings, Inc., InterDigital Technology Corporation, and IPR Licensing, Inc.
 27 (collectively "InterDigital"). I submit this declaration in support of InterDigital's administrative
 28 motion to seal the Patent License Agreement between InterDigital Technology Corporation, IPR

1 Licensing, Inc., and Apple (“the Apple PLA”). I have personal knowledge of the facts stated
2 herein. If called as a witness I could and would competently testify as follows.

3 2. InterDigital learned from a letter sent by Apple’s counsel on February 12, 2013
4 that this Court, by Magistrate Judge Grewal’s Order dated February 1, 2013, denied without
5 prejudice Apple’s request to maintain the Apple PLA under seal in its entirety.

6 3. InterDigital is aware of Apple’s Renewed Motion to Seal filed on February 15,
7 2013 that seeks, among other things, that Apple’s agreements with third parties, including
8 InterDigital, be sealed in full. *See* Dkt. No. 2228 at 7-10. InterDigital also understands that
9 Apple requested that the Court defer ruling on Apple’s motion, at least with respect to third party
10 information, for an additional two weeks in order to afford the third parties an opportunity to
11 make a submission to the Court. *Id.* at 10.

12 4. This Court has previously allowed Apple to seal license agreements attached to
13 non-dispositive motions in full. *See* 8/9/2012 Order (Dkt. 1649) at 16. In addition to the highly
14 confidential “pricing terms, royalty rates, and minimum payment terms,” *id.* at 10, license
15 agreements also “contain a whole host of terms (e.g. termination conditions, side-agreements,
16 waivers) that are irrelevant to matters in this litigation” and “disclosure of these full documents
17 could result in significant competitive harm to the licensing parties as it would provide insight
18 into the structure of their licensing deals, forcing them into an uneven bargaining position in
19 future negotiations.” *Id.* at 16.

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

22 Executed in San Francisco, California on the 1st day of March, 2013

23 WILSON SONSINI GOODRICH & ROSATI
24 Professional Corporation

25 /s/ Corina I. Cacovean
26 Corina I. Cacovean

27 Attorneys for Non-Parties
28 INTERDIGITAL HOLDINGS, INC.,
INTERDIGITAL TECHNOLOGY
CORPORATION, and IPR LICENSING, INC.