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8 Attorneys for Nonparties
 Research In Motion Corporation and
 9 Research In Motion Ltd.

10 UNITED STATES DISTRICT COURT
 11 NORTHERN DISTRICT OF CALIFORNIA
 12 SAN JOSE DIVISION

13	APPLE INC., a California corporation,)	Case No. 11-CV-01846-LHK
)	
14	Plaintiff,)	DECLARATION OF MICHAEL J.
)	CROWLEY IN SUPPORT OF
15	vs.)	NONPARTIES RESEARCH IN MOTION
)	CORPORATION AND RESEARCH IN
16	SAMSUNG ELECTRONICS CO., LTD., a)	MOTION LTD.'S ADMINISTRATIVE
	Korean corporation; SAMSUNG)	MOTION TO SEAL THIRD PARTY
17	ELECTRONICS AMERICA, INC., a New)	CONFIDENTIAL INFORMATION
	York corporation; SAMSUNG)	
18	TELECOMMUNICATIONS AMERICA,)	
	LLC, a Delaware limited liability company,)	
19)	
	Defendants.)	
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DECLARATION OF MICHAEL J. CROWLEY

I, Michael J. Crowley, state and declare as follows:

1. I am a current employee of Research In Motion Corporation, which is not a party to this action. I have personal knowledge of the following facts and, if called as a witness, could and would testify competently thereto.

2. I joined Research In Motion Corporation in 2004 and am currently employed in its Patents and Standards Department. I am an attorney, and my current title is Senior Licensing Counsel. I make this declaration in support of the Administrative Motion to Seal Third Party Confidential Information filed by Research In Motion Corporation and Research In Motion Ltd. (collectively, "RIM").

3. RIM is a global leader in wireless innovation and revolutionized the mobile industry with the introduction of the BlackBerry in 1999.

4. During the course of my employment with RIM, my job responsibilities have included negotiating and managing licenses of patents, handling inbound assertions, patent litigation, and interfacing with the standards and patent prosecution teams.

5. RIM is not a party to this action. Defendants Samsung Electronics Co., Ltd., Samsung Electronics America, Inc., and Samsung Telecommunications America, LLC (collectively, "Samsung") notified RIM on July 21, 2012 that Samsung has included on its trial exhibit list in this action a document containing the key terms of a patent license agreement ("Patent Agreement") between RIM and Samsung. Samsung refers to this document as Trial Exhibit 630, and it is described as "Teece Expert Report of 3/22/2012 - Exs. 3A, 3B" in Samsung's most recent trial exhibit list. *See* Docket No. 1285-1.

6. The Patent Agreement includes the legend "Confidential Information" on each page. By its terms, RIM and Samsung are obligated under the Patent Agreement to maintain its confidentiality and to cooperate in limiting disclosure of its contents. RIM bargained for that confidentiality obligation and considers it an important part of the Patent Agreement.

7. RIM does not have access to the entirety of Trial Exhibit 630, but Samsung has provided RIM with the portion of that document concerning RIM. That portion of Trial Exhibit

1 630 purports to summarize the key terms of the Patent Agreement, including the effective date, the
2 date of execution, the term of the license, the licensed products and technology, the geographic
3 scope, the payment terms, and whether or not a cross-license was involved. RIM considers at least
4 the following terms to be highly sensitive and confidential business information and trade secret
5 information: the payment terms, the licensed products and technology, and the term of the license.

6 8. RIM maintains the confidentiality of these license terms and discloses them only
7 pursuant to a binding non-disclosure agreement or equivalent confidentiality obligation. RIM
8 further maintains the confidentiality of the Patent Agreement within RIM and discloses it only to
9 those who have a business reason to know its contents.

10 9. Prior to producing the Patent Agreement in discovery in this action, Samsung
11 notified RIM of its intent to produce the Patent Agreement and requested RIM's consent. A true
12 and correct copy of Samsung's notification letter dated January 25, 2012 is attached hereto as
13 Exhibit A. Samsung indicated that it would produce the Patent Agreement only after designating
14 it "Highly Confidential – Outside Counsel's Eyes Only" pursuant to the Court's protective order
15 governing confidentiality. Samsung represented to RIM that the use and disclosure of the Patent
16 Agreement would be "strictly limited" by the terms of the protective order. RIM consented in light
17 of Samsung's representation and after confirming that the Patent Agreement would in fact be
18 designated and maintained as "Highly Confidential – Outside Counsel's Eyes Only" under the
19 protective order. A true and correct copy of RIM's correspondence with Samsung dated February
20 1, 2012 is attached hereto as Exhibit B.

21 10. At any given time, RIM is engaged in the negotiation or renegotiation of numerous
22 licenses related to its intellectual property, including parties who compete (or may potentially
23 compete) with RIM.

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1 11. I have reviewed the portion of Trial Exhibit 630 that relates to RIM. Based on my
2 experience at RIM and my deep familiarity with RIM's licensing negotiations, the information
3 contained in Trial Exhibit 630 would be valuable to a competitor or a counterparty in licensing
4 negotiations with RIM. The terms capture important economic and business points of the Patent
5 Agreement. The terms reveal when, under what circumstances, and in exchange for what
6 consideration RIM was willing to enter into the Patent Agreement. RIM derives substantial
7 economic value from the fact that these terms are kept secret.

8 12. Disclosure of such terms would substantially and irreparably harm RIM because
9 RIM's ability to negotiate licenses on competitive terms would be severely hampered. RIM would
10 be placed at a significant disadvantage because its counterparties would know what RIM was
11 willing to agree to in the Patent Agreement, but RIM would not have the same information
12 regarding its counterparties. In my opinion, and based on my experience, RIM would suffer
13 harmful consequences in patent licensing negotiations currently underway, as well as future
14 licensing negotiations, if the terms in Trial Exhibit 630 were disclosed. I believe that the harm to
15 RIM resulting from such disclosure would be severe.

16 Executed on July 26, 2012, at Irving, Texas.

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

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21 Michael J. Crowley

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