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16 UNITED STATES DISTRICT COURT

17 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION

18 APPLE INC., a California corporation,

19 Plaintiff,

20 vs.

21 SAMSUNG ELECTRONICS CO., LTD., a
Korean business entity; SAMSUNG
22 ELECTRONICS AMERICA, INC., a New
York corporation; SAMSUNG
23 TELECOMMUNICATIONS AMERICA,
LLC, a Delaware limited liability company,

24 Defendants.
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CASE NO. 12-CV-00630-LHK (PSG)

DECLARATION OF DANIEL W. SHIM

1 I, Daniel Wooseob Shim, declare:

2 1. I am a Senior Legal Counsel at Samsung Electronics Co., Ltd. (“SEC”). I have
3 personal knowledge of the facts set forth in this declaration, except as otherwise noted, and, if
4 called as a witness, could and would testify to those facts under oath.

5 2. I submit this declaration in support of Apple’s Administrative Motion to Seal
6 Exhibit 1 to the Declaration of Mark D. Selwyn in Support of Apple’s Opposition to Samsung’s
7 Motion for Leave to Amend and Supplement Its Infringement Contentions (“Exhibit 1”).

8 3. Exhibit 1 was produced to Apple’s outside counsel in this litigation and marked
9 “Highly Confidential – Attorneys’ Eyes Only” pursuant to the Protective Order. The document
10 consists of an email chain between Samsung and third-party ReQuest discussing Samsung’s
11 potential acquisition of a patent owned by ReQuest. One page of Exhibit 1—SAMNDCA630-
12 06439449—includes the payment amount Samsung offered for the patent. This Court has
13 previously found licensing payment terms sealable under the “compelling reasons” standard. *See,*
14 *e.g., Apple Inc. v. Samsung Elecs. Co., Ltd., et al.*, Case No. 11-cv-01846 (N.D. Cal.), Dkt. No.
15 1649 at 10-11 (granting requests to seal “pricing terms, royalty rates, and minimum payment terms
16 of [] licensing agreements” since they could be used to a party’s disadvantage in future licensing
17 negotiations if disclosed). Samsung’s purchase offer should be sealed for the same reasons.
18 Samsung frequently negotiates patent licensing and purchase agreements and disclosure of the
19 amount Samsung offered for the ReQuest patent will create an asymmetry of information in future
20 negotiations that could be used to Samsung’s disadvantage. A proposed redacted version of
21 Exhibit 1 is attached to this declaration as Exhibit A.

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1 I declare under penalty of perjury under the laws of the United States of America that the
2 foregoing is true and correct. Executed in Suwon, South Korea on May 21, 2013.

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