

# EXHIBIT 7

3:18-cv-00360-WHA  
Docket Number 168-11  
REDACTED

**JACOBS DECLARATION  
EXHIBIT I**

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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

UNILOC USA, INC. ; and UNILOC  
LUXEMBOURGE, S.A.,

Plaintiff,

v.

APPLE INC.,

Defendant.

No. C 18-00360 WHA  
No. C 18-00363 WHA  
No. C 18-00365 WHA  
No. C 18-00572 WHA

**DECLARATION OF THIRD-PARTY  
IN SUPPORT OF UNILOC’S MOTION  
FOR RECONSIDERATION OF  
APPLE’S ADMINISTRATIVE  
MOTION TO SEAL**

I, [REDACTED],<sup>1</sup> declare as follows:

1. I have personal knowledge of the facts stated herein or, as indicated below, understand them to be true and correct based on my good faith investigation.

2. I am currently a manager at the Legal Department of [REDACTED]. I am authorized to submit this declaration on behalf of [REDACTED].

3. On [REDACTED] executed a confidential Settlement, Release and Patent License Agreement (“Settlement Agreement”) with Uniloc USA, Inc. and Uniloc Luxembourg, S.A. (collectively, “Uniloc”).

<sup>1</sup> Information has been redacted solely for the purpose of protecting the identity of the third party.

1           4.       The Settlement Agreement resolved Uniloc’s suit against [REDACTED] in the United  
2 States District Court for the Eastern District of Texas for patent infringement in Civil Action Nos.  
3 [REDACTED] (“the Litigation”).  
4 [REDACTED]

5           5.       [REDACTED] is a [REDACTED]  
6 [REDACTED] principal place of business is in [REDACTED].

7           6.       Uniloc and [REDACTED] (collectively, “the Parties”) agreed that the Parties could  
8 disclose only the fact that Uniloc had dismissed its suit with prejudice.

9           7.       The Parties agreed that the terms of the Settlement Agreement are confidential.

10          8.       The existence of the Settlement Agreement is not publicly known.

11          9.       The confidentiality of the Settlement Agreement itself is a material, specifically  
12 bargained-for benefit that [REDACTED] negotiated for in exchange for its agreement to enter into the  
13 Settlement Agreement and is of economic value to [REDACTED].

14          10.       The Settlement Agreement contains [REDACTED] sensitive and confidential business  
15 information, specifically, the value that [REDACTED] places on its license to Uniloc’s patents and the  
16 value [REDACTED] placed on resolving the Litigation.

17          11.       I understand that Uniloc is currently a party in the above-captioned case, and that  
18 the Defendant in the above-captioned case, Apple Inc., filed a motion on October 25, 2018 to  
19 dismiss for lack of subject-matter jurisdiction. (Dkt. 135) I also understand that Apple filed  
20 under seal an exhibit in support of its motion that reflects the existence and terms of the  
21 Settlement Agreement, including [REDACTED] name and the settlement amount. I further understand  
22 that on October 25, 2018, Apple Inc. also filed an administrative motion to file under seal its  
23 motion and accompanying documents, including the exhibit reflecting the existence and terms of  
24 the Settlement Agreement. (Dkt. 134)

25          12.       I understand that on January 17, 2019, the Court denied Apple Inc.’s  
26 administrative motion to file the exhibit under seal. (Dkt. 159)

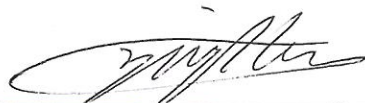
27          13.       Neither [REDACTED] nor its counsel received notice that [REDACTED] confidential  
28 information was subject to motion practice until February 12, 2019. In that notice, Uniloc’s

1 counsel advised of the Court's January 17, 2019 order and that, absent reconsideration by the  
2 court or on appeal, the exhibit reflecting the existence and terms of the Settlement Agreement  
3 would be filed, in its entirety, on the public docket. [REDACTED] and its counsel immediately notified  
4 Uniloc's counsel that it objected to its name, the settlement amount and the terms of the  
5 settlement being made publicly available due to the irreparable harm that would result.

6 14. [REDACTED] will suffer irreparable harm if the existence and terms of the Settlement  
7 Agreement become publicly known. As part of its regular business, [REDACTED] discusses and/or  
8 negotiates license agreements and potential license agreements with other parties. A competitor  
9 or potential licensee or licensor would use its knowledge of the value that [REDACTED] places on its  
10 licenses and the value it placed on resolving the Litigation to undercut or disadvantage [REDACTED] in  
11 future negotiations. Additionally, other non-practicing entities would be encouraged by  
12 knowledge of [REDACTED] settlement with non-practicing entity Uniloc to seek nuisance licenses  
13 from [REDACTED] in the future. Furthermore, [REDACTED] specifically negotiated for the value of the  
14 confidentiality of terms and existence of the Settlement Agreement, and [REDACTED] would be  
15 deprived of its bargained-for benefit if the Settlement Agreement becomes publicly known.  
16

17 I declare under penalty of perjury under the laws of the United States of America that the  
18 foregoing is true and correct to the best of my knowledge, information and belief.

19 Executed on February 15, 2019.

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22 [REDACTED]  
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