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8 **UNITED STATES BANKRUPTCY COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**  
10 **SAN FRANCISCO DIVISION**

11 In re ) Case No. 08-32514  
12 )  
13 HELLER EHRMAN LLP, ) Chapter 11  
14 Debtor. ) **MOTION AND MOTION FOR ORDER**  
15 ) **AUTHORIZING THE FILING UNDER**  
16 ) **SEAL OF DOCUMENTS REGARDING**  
17 ) **PROOF OF CLAIM**  
18 )  
19 ) Date: June 11, 2009  
20 ) Time: 1:30 p.m.  
21 ) Place: 235 Pine Street  
22 ) San Francisco, CA  
23 ) Judge: Honorable Dennis Montali  
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23 A2D, L.P. (“A2D”) and Ronald A. Katz Technology Licensing, L.P. (“Katz Technology,”  
24 together with A2D being collectively referred to as “RAKTL”), a creditor of the bankruptcy estate  
25 of Heller Ehrman LLP, debtor and debtor in possession herein (“Debtor” or “Heller”), hereby files  
26 its Motion for Order Authorizing the Filing Under Seal of Documents Regarding Proof of Claim  
27 (the “Motion”).

28 The Motion seeks an order providing as follows:

1           1.       That the documentation (the "Documents") filed with the Court by RAKTL to  
2 support RAKTL's proof of claim (the "Claim") which is attached the Memorandum of Points and  
3 Authorities as Exhibit "A" and incorporated by this reference, including documentation filed in  
4 support of any amendments thereto, be filed under seal so as to prevent the privileged and  
5 confidential information used to form the basis of the Claim from being disclosed to numerous  
6 companies that are defendants in lawsuits brought by RAKTL to enforce RAKTL's rights in a  
7 portfolio of major patents owned by RAKTL;

8           2.       That all persons, other than the Court, who wish to review the Documents (a) give  
9 to RAKTL, at least ten days before proposed actual review, written notice of their desire to review  
10 the Documents, and (b) within that ten-day period, either execute the confidentiality agreement  
11 that is attached to the Memorandum of Points and Authorities as Exhibit "B" and incorporated  
12 herein by this reference (the "Confidentiality Agreement") or file with the Court a motion for  
13 leave to review the Documents without signing the Confidentiality Agreement;

14           3.       That all objections, pleadings, and other materials that are hereafter filed in this  
15 bankruptcy case and that disclose any of the Documents, or any of the privileged or confidential  
16 information in the Documents, be filed under seal; and

17           4.       That all portions of any transcripts of any hearings revealing confidential  
18 information contained in the Documents be maintained as confidential in the same manner as the  
19 Documents themselves.

20           As explained in the accompanying Memorandum of Points and Authorities, the Documents  
21 contain privileged information and confidential commercial information, the unrestricted  
22 disclosure of which may (1) impede settlements in some or all of the pending patent lawsuits in  
23 which Heller represented RAKTL before Heller's dissolution, and (2) unnecessarily and unfairly  
24 impair RAKTL's prosecution of those lawsuits. Further, the Documents should be protected from  
25 unrestricted disclosure because they include portions of communications between RAKTL and its  
26 counsel protected by the attorney-client privilege and work-product immunity. Accordingly, by  
27 the Motion, RAKTL seeks an order to keep confidential and under seal the Documents and their  
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1 contents until such time as the patent lawsuits all have been resolved by settlement or final  
2 judgment or this Court orders otherwise.

3 To preserve the required confidentiality, the Documents will be filed and served in  
4 a manila envelope bearing the following caption:

5 **“CONFIDENTIAL: FILED BY A2D, L.P. AND RONALD A.**  
6 **KATZ TECHNOLOGY LICENSING, L.P. PURSUANT TO A**  
7 **SEALING ORDER; THIS DOCUMENT IS NOT TO BE**  
8 **OPENED, NOR THE CONTENTS REVEALED, EXCEPT (1)**  
9 **BY AND TO THE COURT AND THEN RESEALED; (2)**  
10 **PURSUANT TO PRIOR WRITTEN PERMISSION OF A2D,**  
11 **L.P. AND RONALD A. KATZ TECHNOLOGY LICENSING,**  
12 **L.P.; OR (3) PURSUANT TO A PRIOR ORDER OF THE**  
13 **COURT”**

14 Pursuant to Rule 9018 of the Federal Rules of Bankruptcy Procedure, any entity that is  
15 affected by the granting of this Motion and that did not receive notice of this Motion before entry  
16 of the order may move to vacate or modify the order.

17 This Motion is based upon the Notice of Motion and Motion, the concurrently filed  
18 Memorandum of Points and Authorities, the accompanying Declaration of James Tramontana, the  
19 pleadings and documents on file with this Court, and such other materials as may be presented.

20 DATED: April 22, 2009

ERVIN, COHEN & JESSUP LLP  
Michael S. Kogan

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24 By: /s/Michael S. Kogan

Michael S. Kogan  
Attorneys for Ronald A. Katz Technology  
Licensing L.P. and A2D, LP