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7 Attorneys for Debtor and Debtor In  
Possession Technology Properties Limited, LLC

8  
9 **UNITED STATES BANKRUPTCY COURT**  
10 **NORTHERN DISTRICT OF CALIFORNIA, DIVISION 5**

11 In re

12 TECHNOLOGY PROPERTIES LIMITED,  
13 LLC,

14 Debtor.

Case No: 13-51589 SLJ

Chapter 11

NO HEARING REQUIRED

15  
16 **EX PARTE APPLICATION FOR EMPLOYMENT OF**  
**STEVENS LOVE AS SPECIAL COUNSEL**

17  
18 The Ex Parte Application of TECHNOLOGY PROPERTIES LIMITED, LLC, a  
19 Delaware Limited Liability Company, the above-captioned Debtor ("TPL") respectfully  
20 represents:

21 1. On March 20, 2013, TPL filed a Voluntary Petition under Chapter 11 with the  
22 Clerk of the above-entitled Court.

23 2. TPL desires to employ Stevens Love (hereinafter "Special Counsel") as its  
24 Special Counsel to act as local counsel and assist The Simon Law Firm, P.C. (already approved  
25 as special counsel to TPL on May 2, 1013, Docket #107) in cause number 6:12-cv-202,  
26

27 EX PARTE APPLICATION FOR EMPLOYMENT OF STEVENS LOVE AS SPECIAL COUNSEL

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1 *Technology Properties Limited, LLC v. Canon, Inc., et al.*, and each cause number consolidated  
2 into cause number 6:12-cv-202 (collectively referred to herein as the “EDTX Litigation”). Cause  
3 number 6:12-cv-00202 is pending in the United States District Court for the Eastern District of  
4 Texas. TPL filed the following lawsuits pending in the United States District Court for Eastern  
5 District of Texas, and the court—“having considered the related nature of the above listed  
6 cases”—consolidated the following cases into cause number 6:12-cv-202 for all pretrial  
7 purposes: cause Numbers: 6:12-cv-202; 6:12-cv-205; 6:12-cv-207; 6:12-cv-208; 6:12-cv-210;  
8 6:12-cv-213; 6:12-cv-216 and 6:12-cv-217. *See* Order to Meet, Report, and Appear at  
9 Scheduling Conference (ECF No. 21), *Technology Properties Limited, LLC v. Canon, Inc., et al.*,  
10 No. 6:12-cv-202 (E.D. Tex. Feb. 11, 2014); *see also* Order to Meet, Report, and Appear at  
11 Scheduling Conference (ECF No. 37), *Technology Properties Limited, LLC v. Canon, Inc., et al.*,  
12 No. 6:12-cv-202 (E.D. Tex. Feb. 24, 2014).

14 In addition, Special Counsel may assist in continuing to investigate patent infringement  
15 claims and recover all damages and compensation to which TPL may be entitled from the  
16 unlicensed use of the CORE Flash Portfolio Patents, including but not limited to investigation of  
17 potential infringers, employing consultants and expert witnesses, instituting legal proceedings,  
18 and preparing for and proceeding to trial.

19 3. Based upon (a) Special Counsel’s knowledge of and expertise in litigation matters  
20 of the nature involved in the EDTX Litigation, (b) Special Counsel’s knowledge of the local  
21 judges and practices, and (c) The Simon Law Firm, P.C.’s need for local assistance, TPL  
22 believes that the employment of Stevens Love as its local Special Counsel is necessary and  
23 would be in the best interests of the Estate.  
24

1           4.       To the best of TPL's information and belief, Special Counsel is disinterested, does  
2 not hold or represent an interest adverse to TPL or to the Estate herein as to the matters upon  
3 which Special Counsel is to be employed, and has no relationship with any creditors of TPL or  
4 other parties in interest, or their respective attorneys and accountants, or the U.S. Trustee. TPL  
5 is advised based upon the Declaration of Gregory Love filed concurrently herewith that upon  
6 conducting a diligent review, Special Counsel does not believe its representation of TPL  
7 represents an adverse interest or conflict which would preclude Special Counsel's employment  
8 as specified herein.

9  
10           5.       Special Counsel has not previously represented TPL.

11           6.       Pursuant to an engagement agreement dated February 11, 2014 (the "Agreement")  
12 and attached to the Declaration of Gregory P. Love in support of this Application, Special  
13 Counsel proposes that it will act as local counsel to TPL in the EDTX Litigation and, in  
14 exchange, shall receive 8% of the gross attorneys fees recovered from those defendants in the  
15 EDTX Litigation. Therefore, Special Counsel shall receive 8% of the attorneys fees recovered  
16 by The Simon Law Firm, P.C. In addition, Special Counsel is entitled to recover out-of-pocket  
17 expenses.

18           7.       11 U.S.C. §327(e) provides that a trustee, with the court's approval,  
19  
20           "may employ, for a specified special purpose, other than to represent the trustee in  
21           conducting the case, an attorney that has represented the debtor, if in the best  
22           interest of the estate, and if such attorney does not represent or hold any interest  
23           adverse to the debtor or to the estate with respect to the matter on which such  
24           attorney is to be employed."

25 Special Counsel is to assist The Simon Law Firm, P.C. as local counsel in the EDTX Litigation.  
26 Special Counsel does not hold any interest adverse to TPL or the estate with respect to the  
27 matters on which Special Counsel is to be employed.

1           8.       In addition, 11 U.S.C. §328(a) states that a trustee:

2           “...with the court’s approval, may employ or authorize the employment of a  
3           professional person under section 327 or 1103 of this title, as the case may be, on  
4           any reasonable terms and conditions of employment, including on a retainer, on  
5           an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.”

6           The Simon Law Firm, P.C.’s arrangements with TPL are on a contingent fee basis and  
7           approved by this Court. Special Counsel proposes to share 8% of the contingent fees approved  
8           for The Simon Law Firm, P.C. along with its out-of-pocket expenses thus, TPL seeks approval of  
9           the employment and compensation of Special Counsel pursuant to 11 U.S.C. §328(a).

10          9.       Special Counsel’s Fees and Expenses shall be subject to review by the  
11          Bankruptcy Court only under the standard of review provided under 11 U.S.C. §328(a) and shall  
12          not be subject to review under 11 U.S.C. §330(a). Review shall be under the standard that  
13          provides that compensation awarded by the Court may differ from the compensation provided in  
14          the Agreements only if, “the terms and conditions prove to have been improvident in light of  
15          development not capable of being anticipated at the time of the fixing of such terms and  
16          conditions.” Special Counsel shall not be required to adhere to the Guidelines for Compensation  
17          and Expense Reimbursement of Professionals and Trustees promulgated in the Northern District  
18          of California Bankruptcy Courts. Prior to any deadline established in this case by which  
19          professionals are required to file final application for compensation, The Simon Law Firm, P.C.  
20          shall file a final fee application reflecting (a) the amount of Recoveries that have been obtained  
21          in connection with the litigation and licensing that are the subject of the Agreements described  
22          herein; (b) the Fees and Expenses that Special Counsel has been paid by The Simon Law Firm,  
23          P.C. and/or TPL during the post-petition period; and, (c) a general description of the efforts  
24          required to achieve the results obtained. The amount of Recoveries may be filed under seal to  
25

1 protect the confidentiality of any settlement or confidential license agreement, as well as the  
2 percentage of the contingent fee paid. Such application shall be subject to review only under the  
3 “improvident” standard of 11 U.S.C. §328(a).

4 10. No agreement or understanding exists between Special Counsel and any other  
5 person for the sharing for compensation received or to be received for services rendered in or in  
6 connection with the matters for which Special Counsel is to represent TPL except as already  
7 disclosed regarding the attorneys fees recovered by the Simon Law Firm, P.C. of which Special  
8 Counsel shall receive 8% for its assistance as local counsel. Special Counsel holds no interest  
9 adverse to TPL, its estate, or the creditors herein, with respect to any of the matters upon which  
10 Special Counsel will be employed.  
11

12 WHEREFORE, TPL prays that this Court enter its Order authorizing and approving the  
13 employment of Stevens Love as Special Counsel with respect to the matters and on the payment  
14 terms heretofore set forth, and for such other and further relief as the Court deems just and  
15 proper.

16 Dated: March 6, 2014

17 By: /s/ Daniel E. Leckrone

18  
19 Daniel E. Leckrone  
20 Responsible Individual for TPL

21 Approved as to form and content:

22 The Simon Law Firm, P.C.

23 By: /s/ Benjamin R. Askew  
24 Benjamin R. Askew  
25  
26

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Attorneys for Debtor and Debtor In  
Possession Technology Properties Limited, LLC

**UNITED STATES BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF CALIFORNIA, DIVISION 5**

In re

TECHNOLOGY PROPERTIES LIMITED,  
LLC,

Debtor.

Case No: 13-51589 SLJ

Chapter 11

NO HEARING REQUIRED

**DECLARATION OF GREGORY P. LOVE IN SUPPORT OF EX PARTE APPLICATION  
FOR EMPLOYMENT OF STEVENS LOVE AS SPECIAL COUNSEL**

I am a partner with Stevens Love, proposed Special Counsel herein (“Special Counsel”) to TECHNOLOGY PROPERTIES LIMITED, LLC, a Delaware Limited Liability Company, the above-captioned Debtor (“TPL”). I am licensed to practice in the State of Texas. I make this declaration in support of the Ex Parte Application for Employment of Stevens Love as Special Counsel (the “Application”).

I have personal knowledge of the matters contained herein, except as to those matters alleged upon information and belief and as to those matters I believe them to be true. If called upon as a witness and I could and would testify as follows.

1. On March 20, 2013, the Debtor filed a Voluntary Petition under Chapter 11 with the Clerk of the above-entitled Court.

2. I am informed and believe that TPL desires to employ Special Counsel to act as local counsel and assist The Simon Law Firm, P.C. in cause number 6:12-cv-202, *Technology Properties Limited, LLC v. Canon, Inc., et al.*, and each cause number consolidated into cause number 6:12-cv-202 (collectively referred to herein as the “EDTX Litigation”). Cause number 6:12-cv-00202 is pending in the United States District Court for the Eastern District of Texas. TPL filed the following lawsuits pending in the United States District Court for Eastern District of Texas, and the court—“having considered the related nature of the above listed cases”—consolidated the following cases into cause number 6:12-cv-202 for all pretrial purposes: cause Numbers: 6:12-cv-202; 6:12-cv-205; 6:12-cv-207; 6:12-cv-208; 6:12-cv-210; 6:12-cv-213; 6:12-cv-216 and 6:12-cv-217. *See* Order to Meet, Report, and Appear at Scheduling Conference (ECF No. 21), *Technology Properties Limited, LLC v. Canon, Inc., et al.*, No. 6:12-cv-202 (E.D. Tex. Feb. 11, 2014); *see also* Order to Meet, Report, and Appear at Scheduling Conference (ECF No. 37), *Technology Properties Limited, LLC v. Canon, Inc., et al.*, No. 6:12-cv-202 (E.D. Tex. Feb. 24, 2014).

In addition, I understand Special Counsel may assist in continuing to investigate patent infringement claims and recover all damages and compensation to which TPL may be entitled from the unlicensed use of the CORE Flash Portfolio Patents, including but not limited to investigation of potential infringers, employing consultants and expert witnesses, instituting legal proceedings, and preparing for and proceeding to trial.

3. To the best of my information and belief, Special Counsel is disinterested, does not hold or represent an interest adverse to TPL or to the Estate herein as to the matters upon which Special Counsel is to be employed, and has no relationship with any creditors of TPL or

other parties in interest, or their respective attorneys and accountants, or the U.S. Trustee except as explained below, which would preclude such employment. Upon conducting a diligent review, Special Counsel does not believe its representation of TPL represents an adverse interest or conflict which would preclude Special Counsel's employment as specified herein.

4. Special Counsel has not previously represented TPL.

5. Pursuant to an engagement agreement dated February 11, 2014 (the "Agreement") and attached hereto as Exhibit "A", Special Counsel proposes that it will act as local counsel to TPL in the EDTX Litigation and, in exchange, shall receive 8% of the gross attorneys fees recovered from those defendants in the EDTX Litigation. Therefore, Special Counsel shall receive 8% of the attorneys fees recovered by The Simon Law Firm, P.C. In addition, Special Counsel is entitled to recover out-of-pocket expenses.

6. I am informed that Special Counsel's Fees and Expenses shall be subject to review by the Bankruptcy Court only under the standard of review provided under 11 U.S.C. §328(a) and shall not be subject to review under 11 U.S.C. §330(a). Review shall be under the standard that provides that compensation awarded by the Court may differ from the compensation provided in the Agreements only if, "the terms and conditions prove to have been improvident in light of development not capable of being anticipated at the time of the fixing of such terms and conditions." Special Counsel shall not be required to adhere to the Guidelines for Compensation and Expense Reimbursement of Professionals and Trustees promulgated in the Northern District of California Bankruptcy Courts. I am further informed that prior to any deadline established in this case by which professionals are required to file final application for compensation, The Simon Law Firm, P.C. shall file a final fee application reflecting (a) the amount of Recoveries that have been obtained in connection with the litigation and licensing that are the subject of the Agreements described herein; (b) the Fees and Expenses that Special



Counsel has been paid by The Simon Law Firm, P.C. and/or TPL during the post-petition period; and, (c) a general description of the efforts required to achieve the results obtained. The amount of Recoveries may be filed under seal to protect the confidentiality of any settlement or confidential license agreement, as well as the percentage of the contingent fee paid. Such application shall be subject to review only under the “improvident” standard of 11 U.S.C. §328(a).

7. No agreement or understanding exists between Special Counsel and any other person for the sharing for compensation received or to be received for services rendered in or in connection with the matters for which Special Counsel is to represent TPL except as already disclosed regarding the attorneys fees recovered by the Simon Law Firm, P.C. of which Special Counsel shall receive 8% for its assistance as local counsel. Special Counsel holds no interest adverse to TPL, its estate, or the creditors herein, with respect to any of the matters upon which Special Counsel will be employed.

Executed on March 7, 2014 at Longview, Texas. I declare under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
Gregory P. Love

# STEVENS | LOVE

Gregory P. Love  
greg@stevenslove.com

Feb 11, 14, 10:51 AM

Anthony G. Simon, Esq.  
The Simon Law Firm, P.C.  
800 Market Street, Suite 1700  
Saint Louis, Missouri 63101

Email: [asimon@simonlawpc.com](mailto:asimon@simonlawpc.com)

**RE: Technology Properties Limited – EDTX Litigation Local Counsel**

Dear Anthony:

This letter is to confirm our agreement in matters that are filed in the United States District Court for the Eastern District of Texas and specifically described below ("EDTX Litigation"). I will assist you and your firm as local counsel in these matters. As we discussed, Technology Properties Limited has lawsuits currently pending in the United States District Court for Eastern District of Texas:

No. 6:12-cv-202; No. 6:12-cv-205; No. 6:12-cv-207; No. 6:12-cv-208; No. 6:12-cv-210;

No. 6:12-cv-212; No. 6:12-cv-213; No. 6:12-cv-216 and No 6:12-cv-217

In exchange for acting as local counsel in the EDTX Litigation, my firm shall receive 8% of the gross attorney's fees recovered from those defendants in the EDTX Litigation.

In addition to the fee agreement listed above, I will be entitled to recover out-of-pocket expenses. To confirm the client's and your firm's acceptance of these terms please sign a copy of this letter and return it to me at your earliest convenience.

Sincerely,

/s/ Gregory P. Love

Gregory P. Love

GPL/gal

AGREED:

ACKNOWLEDGMENT BY CLIENT:

The Simon Law Firm, P.C.

Technology Properties Limited

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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8 Attorneys for Debtor and Debtor In  
Possession Technology Properties Limited, LLC

9  
10 **UNITED STATES BANKRUPTCY COURT**  
11 **NORTHERN DISTRICT OF CALIFORNIA, DIVISION 5**

12 In re

13 TECHNOLOGY PROPERTIES LIMITED,  
14 LLC,

15  
16 Debtor.

Case No: 13-51589 SLJ

Chapter 11

17 **CERTIFICATE OF SERVICE**

18 I, Brandy Garrison, declare:

19 I am employed in the County of Santa Clara, California. I am over the age of eighteen  
20 (18) years and not a party to the within entitled cause; my business address is 2775 Park Avenue,  
21 Santa Clara, California 95050.

22 On March 6, 2014, I served a true and correct copy of the following document(s):  
23  
24  
25  
26  
27

1 via electronic transmission and/or the Court's CM/ECF notification system to the parties  
2 registered to receive notice as follows:

3 **U.S. Trustee**

4 John Wesoloski  
5 United States Trustee  
6 Office of the U.S. Trustee  
7 280 So. First St., Room 268  
8 San Jose, CA 95113  
9 Email: [john.wesolowski@usdoj.gov](mailto:john.wesolowski@usdoj.gov)

**Special Notice**

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7 **Unsecured Creditors Committee Attorney**

8 c/o John Walshe Murray, Esq.  
9 c/o Robert Franklin, Esq.  
10 c/o Thomas Hwang, Esq.  
11 Dorsey & Whitney LLP  
12 305 Lytton Avenue  
13 Palo Alto, CA 94301  
14 Email: [murray.john@dorsey.com](mailto:murray.john@dorsey.com)  
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12 **Special Notice**

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15 Law Offices of Gregory Charles  
16 2131 The Alameda Suite C-2  
17 San Jose, CA 95126  
18 Email: [greg@gregcharleslaw.com](mailto:greg@gregcharleslaw.com)

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20 c/o Javed I. Ellahie  
21 Ellahie & Farooqui LLP  
22 12 S. First St., Suite 600  
23 San Jose, CA 95113  
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19 OneBeacon Technology Insurance  
20 c/o Gregg S. Kleiner, Esq.  
21 McKENNA LONG & ALDRIDGE LLP  
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23 Spear Tower, 24th Floor  
24 San Francisco, CA 94105  
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Fujitsu Limited  
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Kristin A. Hiensch, Esq.  
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22 Chester A. Brown, Jr. and Marcie Brown  
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24 Michelson Law Group  
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26 San Francisco, CA 94104  
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1 **Special Notice**

2 Apple, Inc  
3 c/o Adam A. Lewis, Esq.  
4 Vincent J. Novak, Esq.  
5 Morrison & Foerster LLP  
6 425 Market St.  
7 San Francisco, CA 94105  
8 Email: [alewis@mofo.com](mailto:alewis@mofo.com)  
9 Email: [vnovak@mofo.com](mailto:vnovak@mofo.com)

6 C. Luckey McDowell  
7 Baker Botts L.L.P.  
8 2001 Ross Avenue, Suite 600  
9 Dallas, TX 75201  
10 Email: [luckey.mcdowell@bakerbotts.com](mailto:luckey.mcdowell@bakerbotts.com)

**Special Notice**

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Executed on March 6, 2014, at Santa Clara, California. I certify under penalty of perjury  
that the foregoing is true and correct.

/s/ Brandy Garrison  
Brandy Garrison