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The following constitutes  
the order of the court. Signed March 27, 2014

A handwritten signature in black ink that reads "Stephen L. Johnson".

Stephen L. Johnson  
U.S. Bankruptcy Judge

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 **ORDER APPROVING EX PARTE APPLICATION FOR EMPLOYMENT OF**  
17 **STEVENS LOVE AS SPECIAL COUNSEL**

18 The APPLICATION FOR EMPLOYMENT OF THE STEVENS LOVE AS SPECIAL  
19 COUNSEL ("Application") having been filed by Debtor and Debtor-in-Possession  
20 TECHNOLOGY PROPERTIES LIMITED, LLC, a Delaware Limited Liability Company  
21 ("TPL"); the matter being one which does not require a hearing; the Court having considered the  
22 Application and good cause appearing,

23 IT IS HEREBY ORDERED that:

- 24 1. The Application is approved.  
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1           2.       Stevens Love is appointed as Special Counsel (“Special Counsel”) pursuant to 11  
2 U.S.C. §§ 327(e) and 328(a), to act as local counsel and assist The Simon Law Firm, P.C.  
3 (already approved as special counsel to TPL on May 2, 1013, Docket #107) in cause number  
4 6:12-cv-202, *Technology Properties Limited, LLC v. Canon, Inc., et al.*, and each cause number  
5 consolidated into cause number 6:12-cv-202 (collectively referred to herein as the “EDTX  
6 Litigation”) and any additional cause number as explained in the Application.

7  
8           In addition, Special Counsel may assist in continuing to investigate patent infringement  
9 claims and recover all damages and compensation to which TPL may be entitled from the  
10 unlicensed use of the CORE Flash Portfolio Patents, including but not limited to investigation of  
11 potential infringers, employing consultants and expert witnesses, instituting legal proceedings,  
12 and preparing for and proceeding to trial.

13           3.       Pursuant to an engagement agreement dated February 11, 2014 (the “Agreement”)  
14 and attached to the Declaration of Gregory P. Love in support of the Application, Special  
15 Counsel shall act as local counsel to TPL in the EDTX Litigation and, in exchange, shall receive  
16 8% of the gross attorneys fees recovered from those defendants in the EDTX Litigation. In  
17 addition, Special Counsel is entitled to recover out-of-pocket expenses.

18           4.       Special Counsel’s Fees and Expenses shall be subject to review by the  
19 Bankruptcy Court only under the standard of review provided under 11 U.S.C. §328(a) and shall  
20 not be subject to review under 11 U.S.C. §330(a). Review shall be under the standard that  
21 provides that compensation awarded by the Court may differ from the compensation provided in  
22 the Agreements only if, “the terms and conditions prove to have been improvident in light of  
23 development not capable of being anticipated at the time of the fixing of such terms and  
24 conditions.” Special Counsel shall not be required to adhere to the Guidelines for Compensation  
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1 and Expense Reimbursement of Professionals and Trustees promulgated in the Northern District  
2 of California Bankruptcy Courts.

3 5. Prior to any deadline established in this case by which professionals are required  
4 to file final application for compensation, The Simon Law Firm, P.C. shall file a final fee  
5 application reflecting (a) the amount of Recoveries that have been obtained in connection with  
6 the litigation and licensing that are the subject of the Agreements described herein; (b) the Fees  
7 and Expenses that Special Counsel has been paid by The Simon Law Firm, P.C. and/or TPL  
8 during the post-petition period; and, (c) a general description of the efforts required to achieve  
9 the results obtained. The amount of Recoveries may be filed under seal to protect the  
10 confidentiality of any settlement or confidential license agreement, as well as the percentage of  
11 the contingent fee paid. Such application shall be subject to review only under the “improvident”  
12 standard of 11 U.S.C. §328(a).  
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14 \*\*END OF ORDER\*\*  
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The Simon Law Firm, P.C.  
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Stevens Love  
c/o Gregory P. Love, Esq.  
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All other parties are ECF recipients.

## Notice Recipients

District/Off: 0971-5  
Case: 13-51589

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### Recipients of Notice of Electronic Filing:

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TOTAL: 1

### Recipients submitted to the BNC (Bankruptcy Noticing Center):

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TOTAL: 2