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 16 *AGIS Software Development LLC*

17 **UNITED STATES DISTRICT COURT**  
 18 **NORTHERN DISTRICT OF CALIFORNIA**

19 LYFT, INC.,  
 20 Plaintiff,  
 21 v.  
 22 AGIS SOFTWARE DEVELOPMENT LLC,  
 23 Defendant.

Case No. 5:21-cv-04653-BLF (SVK)  
**DEFENDANT AGIS SOFTWARE  
 DEVELOPMENT LLC'S  
 ADMINISTRATIVE MOTION TO SEAL**

Dept: Courtroom 3 – 5th Floor  
 Judge: Hon. Beth Labson Freeman

Trial date: October 16, 2023

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1 Defendant AGIS Software Development LLC (“AGIS Software”) has reviewed and  
2 complied with the Court’s Standing Order Governing Administrative Motions to File Materials  
3 Under Seal.

4 AGIS Software has reviewed and complied with the Northern District of California’s Civil  
5 L.R. (dated November 1, 2021).

6 AGIS Software respectfully submits this Administrative Motion to Seal for the following  
7 documents:

ECF or Ex. No.	Document	Description of Portions to be Sealed	Reasons for Sealing
10 ECF 106	11 Defendant AGIS Software 12 Development LLC’s Response 13 in Opposition to Lyft, Inc.’s 14 (“Lyft”) Motion to Compel 15 Discovery and Compliance with 16 Local Rules	17 Highlighted Portions at: 18 • Page 3: lines 25-26; 19 • Page 4: lines 1-2, 18-28.	20 The highlighted portions disclose information from Exhibits 10 and 18 to Lyft’s Motion to Compel Discovery and Compliance with Local Rules, which AGIS Software designated as highly confidential. These highlighted portions contain highly confidential settlement licenses and negotiations with third parties, and which are covered by confidentiality provisions in the written agreements. Revealing the identity and nature of third parties who have entered into licenses and/or settlement agreements with AGIS would be harmful if its contents became known to competitors of these third parties, would cause AGIS Software harm, and also violate the confidentiality provisions in those third party agreements. Moreover, the parties to these agreements have maintained the confidentiality of the information contained in the license agreements. <i>See Powertech Tech., Inc. v. Tessera, Inc.</i> , 2013 WL 12324116, at *19 (N.D.Cal. Apr. 15, 2013) (granting a motion to seal a draft license agreement with a third party). The highlighted portions also contain confidential financial information, such as AGIS Software’s confidential bank records. They also contain

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			information regarding the corporate structure and contents of agreements between business entities. Rubino Decl. ¶ 4.; see <i>In re Elec. Arts, Inc.</i> , 298 Fed. Appx. 568, 569 (9th Cir. 2008) (finding the Court abused its discretion when it refused to seal “pricing terms, royalty rates, and guaranteed minimum payment terms” found in a license agreement); <i>Nixon v. Warner Commc’ns, Inc.</i> , 435 U.S. 589, 598 (1978) (holding that “sources of business information that might harm a litigant’s competitive standing” may give rise to a compelling reason to seal).
ECF 106-1	Ex. 1 to AGIS Software’s Response in Opposition to Lyft Motion to Compel Discovery and Compliance with Local Rules	Entire Document	This document discloses highly confidential settlement licenses and negotiations with third parties, and which are covered by confidentiality provisions in the written agreements. This document also contain confidential financial information, such as AGIS Software’s confidential bank records. Rubino Decl. ¶ 4.
ECF 106-2	Ex. 2 to AGIS Software’s Response in Opposition to Lyft Motion to Compel Discovery and Compliance with Local Rules	Entire Document	This document discloses excerpts of the deposition testimony of Thomas Meriam, the corporate representative of AGIS Software. Mr. Meriam’s testimony includes information regarding the corporate structure and employees of AGIS Software, and contents of agreements between business entities, including the identities of shareholders. They also contain highly confidential settlement licenses and negotiations with third parties, and which are covered by confidentiality provisions in the written agreements. They also contain confidential financial information, such as AGIS Software’s confidential bank records. Rubino Decl. ¶ 4.

This motion is further supported by the Declaration of Vincent Rubino (“Rubino Declaration”) in Support of AGIS Software’s Administrative Motion to Seal. This motion is narrowly tailored to seal materials necessary and able to overcome the presumption in favor of

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access to court records. This motion is accompanied by the Rubino Declaration and a proposed order. AGIS Software therefore lodges with the Court copies of unredacted (1) Defendant AGIS Software Development LLC's Response in Opposition to Lyft, Inc.'s Motion to Compel Discovery and Compliance with Local Rules; (2) Exhibit 1 to Defendant AGIS Software Development LLC's Response in Opposition to Lyft, Inc.'s Motion to Compel Discovery and Compliance with Local Rules; and (3) Exhibit 2 to Defendant AGIS Software Development LLC's Response in Opposition to Lyft, Inc.'s Motion to Compel Discovery and Compliance with Local Rules.

DATED: April 18, 2022

Respectfully submitted,

**RUSS AUGUST & KABAT**

By: /s/ Benjamin T. Wang  
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**CERTIFICATE OF SERVICE**

I certify that I caused the foregoing document to be electronically filed with the Clerk of the Court for the United States District Court for the Northern District of California using the CM/ECF System on April 18, 2022.

I certify that all counsel of record who are deemed to have consented to electronic service are being served on April 18, 2022 with a copy of this document via the Court’s CM/ECF systems per Local Rule CV-5(a)(3). Any other counsel will be served by electronic mail, facsimile, overnight delivery and/or First Class Mail on this date.

DATED: April 18, 2022

*/s/ Benjamin T. Wang*

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Benjamin T. Wang

