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NORTHERN DISTRI	DISTRICT COURT CT OF CALIFORNIA
SAN JOSE	DIVISION
LYFT, INC.,	Case No. 21-cv-04653-BLF
Plaintiff,	
v.	ORDER GRANTING DEFENDANT AGIS SOFTWARE'S SEALING
AGIS SOFTWARE DEVELOPMENT LLC,	MOTION; GRANTING PLAINTIFF LYFT, INC.'S MOTION TO CONSIDER
Defendant.	WHETHER ANOTHER PARTY'S MATERIAL SHOULD BE SEALED;
	DENYING PLAINTIFF LYFT, INC.'S SEALING MOTION
	[Re: ECF Nos. 93, 108, 109]

Before the Court are (1) Defendant AGIS Software Development LLC's ("AGIS Software") administrative motion to seal documents filed with its Opposition to Plaintiff Lyft, Inc.'s ("Lyft") Motion for Leave to File First Amended Complaint (ECF No. 93); (2) Lyft's administrative motion to consider whether another party's material should be sealed in connection with its Reply in support of its Motion for Leave to File First Amended Complaint (ECF No. 108); and (3) Lyft's 20 administrative motion to seal information in its Reply in support of its Motion for Leave to File First Amended Complaint (ECF No. 109). All three motions are unopposed.

Based on the below reasoning, the Court GRANTS AGIS Software's sealing motion at ECF No. 93 and Lyft's motion to consider whether another party's material should be sealed at ECF No. 108. Further, the Court DENIES Lyft's motion to seal at ECF No. 109.

I. LEGAL STANDARD

"Historically, courts have recognized a 'general right to inspect and copy public records and documents, including judicial records and documents." Kamakana v. City and Cnty. of Honolulu,

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597 & n.7 (1978)). Consequently, access to motions and their attachments that are "more than tangentially related to the merits of a case" may be sealed only upon a showing of "compelling reasons" for sealing. *Ctr. for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1101–02 (9th Cir. 2016). Filings that are only tangentially related to the merits may be sealed upon a lesser showing of "good cause." *Id.* at 1097.

In addition, in this district, all parties requesting sealing must comply with Civil Local Rule 79-5. That rule requires, inter alia, the moving party to provide "the reasons for keeping a document under seal, including an explanation of: (i) the legitimate private or public interests that warrant sealing; (ii) the injury that will result if sealing is denied; and (iii) why a less restrictive alternative to sealing is not sufficient." Civ. L.R. 79-5(c)(1)(i). Further, Civil Local Rule 79-5 requires the moving party to provide "evidentiary support from declarations where necessary." Civ. L.R. 79-5(c)(1)(ii).

Furthermore, when a party (the "Moving Party") seeks to seal a document that has been designated as confidential by another party or non-party (the "Designating Party"), the Moving Party must file a Motion to Consider Whether Another Party's Material Should Be Sealed under Local Rule 79-5(f). The Moving Party must file a motion "identify[ing] each document or portions thereof for which sealing is sought." Civ. L.R. 79-5(f)(1). "Within 7 days of the motion's filing, the Designating Party must file a statement and/or declaration as described in [Civil Local Rule 79-5(c)(1)]." Civ. L.R. 79-5(f)(3). "If any party wishes to file a response, it must do so no later than 4 days after the Designating Party files its statement and/or declaration." Civ. L.R. 79-5(f)(4).

II. DISCUSSION

Because the parties' sealing motions pertain to a motion for leave to file an amended complaint, the Court finds that the "good cause" standard applies. *Ctr. for Auto Safety*, 809 F.3d at 1097.

The Court has reviewed the sealing motions. The Court finds that AGIS Software has shown good cause to file under seal the documents and portions of documents containing AGIS Software's

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See, e.g., In re Electronic Arts, 298 Fed.Appx. 568, 569 (9th Cir. 2008) (finding compelling reasons 2 for sealing "business information that might harm a litigant's competitive strategy"); In re Google Location Hist. Litig., 514 F.Supp.3d 1147, 1162 (N.D. Cal. 2021) ("Compelling reasons may exist to seal 'trade secrets, marketing strategies, product development plans, detailed product-specific 4 financial information, customer information, internal reports[.]") (quoting In re Apple Inc. Device Performance Litig., No. 5:19-MD-02827-EJD, 2019 WL 1767158, at *2 (N.D. Cal. Apr. 6 7 22, 2019)); Krieger v. Atheros Commc'ns, Inc., No. 11-CV-00640-LHK, 2011 WL 2550831, at *1 (N.D. Cal. Jun. 25, 2011) (granting sealing request of "long-term financial projections, discussions of business strategy, and competitive analyses"). However, as outlined below, the Court finds that Lyft has failed to show good cause as to its sealing motion related to the amount of attorneys' fees 10 sought in a concurrent action in the Eastern District of Texas. See ECF No. 109.

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The Court rules as follows on the parties' sealing motions:

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	Sealing Motion	Document Sought to Be Sealed	Portions Sought to Be Sealed	Decl. ISO Sealing	Ruling
5	ECF No. 93, AGIS Software's	ECF No. 94, AGIS Software's	Highlighted portions at:Page 5,	Rubino Decl., ECF No. 93-1 at 1–2	GRANTED, as confidential business, financial, and licensing
3	Motion to Seal	Response in Opposition to Lyft's Motion	lines 8–25; • Page 6, lines 1–15,		information of AGIS Software.
))		for Leave to File First Amended	10–12, 14–18, 23–26		
1	ECF No. 93,	Complaint ECF No. 94,	Entire	Rubino Decl.,	GRANTED, as
2	AGIS Software's	Ex. 1, 30(b)(6) Deposition	Document	ECF No. 93-1 at 2	confidential business, financial, and licensing
3	Motion to Seal	Transcript of Thomas			information of AGIS Software.
4 5	ECF No. 108,	Meriam ECF No. 107,	Highlighted	Rubino Decl.,	GRANTED, as
5	Lyft's Motion to Consider Whether	Lyft's Reply in Support of its Motion for	 portions at: Page 4, lines 15– 	ECF No. 87 at 3–4	confidential business, financial, and licensing information of AGIS
7	Another Party's Material	Leave to File First Amended	21, 22–27; • Page 5,		Software.

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1	Sealing Motion	Document Sought to Be	Portions Sought to Be	Decl. ISO Sealing	Ruling
2		Sealed	Sealed	Seamig	
	Sealed		24–27;		
3			 Page 6, lines 2–3; 		
4			• Page 8,		
5			lines 1–2, 10–11		
6	ECF No. 108,	ECF No. 107,	Entire	Rubino Decl.,	GRANTED, as
7	Lyft's Motion to Consider	Ex. 13, 30(b)(6)	Document	ECF No. 87 at 4; Rubino	confidential business, financial, and licensing
8	Whether	Deposition		Decl.,	information of AGIS
	Another Party's Material	Transcript of Thomas		ECF No. 93-1 at 2; Rubino	Software.
9	Should Be	Meriam		Decl.,	
10	Sealed			ECF No. 86 at 3	
11	ECF No. 109,	ECF No. 107,	Highlighted	Salpietra Decl.,	Lyft moves to seal the
12	Lyft's Motion to Seal	Lyft's Reply in Support of its	portions at:Page 5,	ECF No. 109-1 at 1–2	amount of attorneys' fees sought in a
13		Motion for	line 11		concurrent action in the
14		Leave to File First Amended			Eastern District of Texas because
15		Complaint			"[d]isclosure of this
					information could cause competitive harm
16					to Lyft by providing an
17					incomplete and misleading picture of
18					the nature and
19					magnitude of legal fees expended for the
20					EDTX Action in view
21					of the fact that Lyft is seeking only a limited
					amount of its overall
22					fees." <i>See</i> Salpietra Decl., ECF No. 109-1
23					at 2–3. The Court
24					disagrees with Lyft that disclosing the amount
25					of attorneys' fees it
26					seeks in the concurrent action could cause it
27					competitive harm
20					sufficient for a showing of good cause. See In

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42018 WL 3067783 at *2 (N.D. Cal. M 16, 2018) (sealing request related to attorneys' fees mo was narrowly tailo because it did not sto to seal aggregate amount of attorney fees sought); see at Adtrader, Inc. v. Google LLC, No. 17-cv-07082-BLI 2020 U.S. Dist. LE 71651, at **4-6 (N Cal. Mar. 24, 2020 (granting sealing motion as to differ kinds of informatio attorneys' fees mo Accordingly, the Q DENIES Lyft's red		Ruling	Decl. ISO Sealing	Portions Sought to Be	Document Sought to Be	Sealing Motion	
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