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11 Counsel for AMAZON.COM, INC.
 and AMAZON WEB SERVICES, INC.

12 UNITED STATES DISTRICT COURT
 13 NORTHERN DISTRICT OF CALIFORNIA
 14 SAN JOSE DIVISION

15 IN RE: PERSONAL WEB TECHNOLOGIES,
 16 LLC ET AL., PATENT LITIGATION

Case No. 5:18-md-02834-BLF

17 AMAZON.COM, INC., and AMAZON WEB
 18 SERVICES, INC.,

Case No.: 5:18-cv-00767-BLF

19 Plaintiffs,
 20 v.

**DECLARATION OF RAVI R. RANGA-
 NATH IN SUPPORT OF ADMINIS-
 TRATIVE MOTION TO FILE UNDER
 SEAL PORTIONS OF REPLY AND
 EXHIBITS 21-22, 24, AND 25 TO
 SHAMILOV DECLARATION IN SUP-
 PORT OF REPLY IN SUPPORT OF
 MOTION OF AMAZON.COM, INC.
 AND AMAZON WEB SERVICES, INC.
 FOR SUMMARY JUDGMENT**

21 PERSONALWEB TECHNOLOGIES, LLC and
 LEVEL 3 COMMUNICATIONS, LLC,

22 Defendants.

23 PERSONALWEB TECHNOLOGIES, LLC and
 LEVEL 3 COMMUNICATIONS, LLC,

24 Counterclaimants,
 25 v.

26 AMAZON.COM, INC., and AMAZON WEB
 SERVICES, INC.,

27 Counterdefendants.
 28

1 I, Ravi R. Ranganath, hereby declare as follows:

2 1. I am an attorney duly licensed to practice law in the state of California and am an
3 associate with the law firm of Fenwick & West LLP, counsel for Amazon.com, Inc., and Amazon
4 Web Services, Inc. (collectively, “Amazon”) in the above-captioned action. I have personal
5 knowledge of the facts set forth in this declaration.

6 2. Amazon seeks to file under seal certain limited portions of the following documents
7 (“Requested Sealed Material”):

Document	Document description	Portion to be Sealed
Exhibit 21 to the Declaration of Saina S. Shamilov in support of Amazon’s Reply (“Shamilov Reply Declaration”).	Excerpts from the Rule 30(b)(6) deposition of Praveen K. Gattu (“Gattu”)	91:9-17; 91:23-24
Exhibit 22 to Shamilov Reply Declaration	Excerpts from the Rule 30(b)(6) deposition of Jeffrey H. Dean (“Dean”)	118:16-21
Reply	Portions of Amazon’s Reply in Support of Motion of Amazon.com, Inc. and Amazon Web Services, Inc. for Summary Judgment on Declaratory Judgment Claims and Defenses Under the Claim Preclusion and Kessler Doctrines (“Reply”) that quote or summarize excerpts of Exhibit 22.	Page 7, lines 15-20
Exhibit 24 to Shamilov Reply Declaration	License Agreement between Kinetech, Inc. and Digital Island, Inc.	Entire Document
Reply	Portions of Amazon’s Reply that quote or summarize excerpts of Exhibit 24.	Page 9, lines 24-27; Page 10, line 4
Exhibit 25 to Shamilov Reply Declaration	Excerpts of Plaintiffs’ supplemental infringement contentions, U.S. Patent No. 7,802,310 claim chart in E.D. Texas Case No. 6:11-cv-00658-LED, served October 31, 2012	Entire Document

26 3. Amazon seeks to file Exhibit 24 of the Requested Sealed Material under seal be-
27 cause PersonalWeb Technologies, LLC (“PersonalWeb”) designated this item “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” under the Stipulated Protective Order entered by the
28

1 Court in the pending actions, Case Nos. 5:18-md-02834-BLF (Dkt. No. 290) and 5:18-cv-00767-
2 BLF (“Current Actions.”) The above-referenced excerpts in the Requested Sealed Material refers
3 to the assignment of rights in the patents-in-suit from PersonalWeb’s predecessor to Level 3’s pre-
4 decessor-in-interest. Amazon is filing this administrative motion for this document only to abide
5 by the terms of the Stipulated Protective Order and to facilitate the filing of its Reply. By filing
6 this administrative motion, Amazon is not waiving its right to contest PersonalWeb’s designations
7 and expressly reserves its right to contest the propriety of the designations, in whole or in part.

8 4. Exhibits 21-22, and 25 of the Requested Sealed Material reflect sensitive business
9 information. Specifically, Exhibit 21 is an excerpt of deposition testimony regarding non-public
10 aspects of the internal operation of Amazon’s Simple Storage Service (“S3”). Amazon designated
11 this item the equivalent of the “CONFIDENTIAL OUTSIDE COUNSEL ONLY” designation pro-
12 vided under the Protective Order entered in the prior Texas action, *PersonalWeb Techs., LLC v.*
13 *Amazon.com Inc.*, No. 6:11-cv-00658 (E.D. Tex. Filed Dec. 8, 2011), Dkt. No. 89 (“Texas Action”).
14 Amazon designated this item “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Ex-
15 hibit 22 is an excerpt of deposition testimony that reflects sensitive business information, namely
16 Associate General Counsel Jeff Dean’s discussion of agreements between Amazon and its S3 cus-
17 tomers. Pursuant to the Stipulated Protective Order entered in the Current Actions, Amazon des-
18 igned this information relating to the confidential customer agreements as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Exhibit 25 is an excerpt of infringement contentions
19 reproducing confidential and proprietary source code for Amazon’s S3. Amazon has designated
20 information relating to its confidential and proprietary source code as “HIGHLY CONFIDENTIAL
21 – SOURCE CODE” pursuant to the Stipulated Protective Order entered in the Current Actions and
22 “RESTRICTED CONFIDENTIAL - CONTAINS SOURCE CODE MATERIAL” pursuant the
23 Protective Order in entered in the Texas Action. A party seeking to file documents under seal in
24 connection with a dispositive motion must establish compelling reasons for doing so to rebut the
25 presumption against public access. *See Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122,
26 1136 (9th Cir. 2003).

27
28 5. The excerpts in Exhibit 21 that Amazon seeks to seal meet the *Foltz* standard: they

1 represent Amazon's confidential business information, the operation of the Amazon S3 service.
2 *See Nicolosi Distributing, Inc. v. Finishmaster, Inc.*, No. 18-cv-03587-BLF, 2018 WL 3932554, at
3 *3 (N.D. Cal. Aug. 16, 2018) (good cause to seal contracts exists where they contain confidential
4 business practices); *see also Phoenix Technologies Ltd. v. VMware, Inc.*, No. 15-cv-01414-HSG,
5 2018 WL 1169188, at *2 (N.D. Cal. Feb. 14, 2018) (good cause exists to protect business infor-
6 mation that might harm a litigant's competitive standing if disclosed, and where the redaction is
7 "sufficiently narrowly tailored" to only seal portions of the exhibit that might put sensitive business
8 information at risk). The operation of Amazon's S3 service is highly confidential and not disclosed
9 to the public.

10 6. Excerpts in Exhibit 22 also meet the *Foltz* standard since they represent Amazon's
11 confidential business strategy in setting the terms of its customer agreements and decision to in-
12 demnify in this case. *See Finisar Corp. v. Nistica, Inc.*, No. 13-CV-03345-BLF(JSC), 2015 WL
13 3988132, at *4 (N.D. Cal. June 30, 2015) (sealing "excerpts from the deposition transcripts" of a
14 party's employees that "exclusively reflect[ed] [the party's] confidential product and business in-
15 formation which [were] not intended for public disclosure"); *Ojmar US, LLC v. Sec. People, Inc.*,
16 No. 16-CV-04948-HSG, 2017 WL 7726713, at *1 (N.D. Cal. Nov. 29, 2017) ("[L]icense agree-
17 ments, financial terms, details of confidential licensing negotiations, and business strategies' con-
18 taining 'confidential business information' satisfied the 'compelling reasons' standard in part be-
19 cause sealing that information 'prevented competitors from gaining insight into the parties' busi-
20 ness model and strategy'" (quoting *In re Qualcomm Litig.*, No. 3:17-CV-0108-GPC-MDD, 2017
21 WL 5176922, at *2 (S.D. Cal. Nov. 8, 2017)); *In re NCAA Student-Athlete Name & Likeness Li-*
22 *censing Litig.*, No. 09-CV-01967 CW NC, 2013 WL 1997252, at *2 (N.D. Cal. May 13, 2013)
23 (sealing portions of document that "reveal[ed] competitively sensitive, individually negotiated fi-
24 nancial terms of licensing agreements"). Amazon's confidential business strategies are highly con-
25 fidential and not disclosed to the public.

26 7. The confidential source code Amazon seeks to file under seal also meets the *Foltz*
27 standard because it represents Amazon's trade secrets regarding the detailed operations of S3. *See*
28 *Opperman v. Path, Inc.*, No. 3-cv-00453-JST, 2017 WL 1036652, at *2 (N.D. Cal. Mar. 17, 2017)

1 (sealing excerpts of developers' proprietary source code in summary judgment pleadings). Though
2 the source code relates to the operation of S3 from several years ago, as explained in the filed
3 Declaration of Seth Markle in support of Amazon's summary judgment motion, Dkt. No. 315-18,
4 S3 works in essentially the same way then as now, meaning the public disclosure of this information
5 would reveal critical information about the way in which S3 operates today.

6 8. Accordingly, Amazon now requests that the Court seal the excerpts provided in of
7 Exhibits 21-22, and 25 as noted in paragraph 2 above. Disclosure of this non-public highly confi-
8 dential information would put Amazon at undue risk of serious harm by revealing trade secrets and
9 confidential business strategies that may put Amazon at a disadvantage relative to competitors and
10 competing services.

11 9. The portions of the documents Amazon seeks to file under seal and this sealing re-
12 quest are narrowly tailored to include only material eligible for sealing under the law of this Court.

13 10. In light of the foregoing, there is a good cause in maintaining the confidentiality of
14 portions of the Reply excerpting and summarizing Exhibits 22 and 24 and Exhibits 21-22, 24, and
15 25 as described above.

16 I declare under penalty of perjury under the laws of the United States that the foregoing is
17 true and correct.

18 Executed this 24th day of January, 2019, in San Carlos, California.

19
20 /s/ Ravi R. Ranganath

21 Ravi R. Ranganath
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