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10 Attorneys for **PersonalWeb Technologies, LLC**

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UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA

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SAN JOSE DIVISION

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

**CASE NO.: 5:18-md-02834-BLF**

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

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

**Case No.: 5:18-cv-05619-BLF**

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Plaintiffs,

**DECLARATION OF VIVIANA BOERO  
 HEDRICK IN SUPPORT OF  
 AMAZON.COM, INC., AMAZON WEB  
 SERVICES, INC., AND TWITCH  
 INTERACTIVE INC.'S  
 ADMINISTRATIVE MOTION TO  
 FILE UNDER SEAL**

18

v.

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PERSONALWEB TECHNOLOGIES, LLC  
 and LEVEL 3 COMMUNICATIONS, LLC,

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Defendants.

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PERSONALWEB TECHNOLOGIES, LLC  
 and LEVEL 3 COMMUNICATIONS, LLC,

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Counterclaimants,

24

v.

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

26

Counterdefendants.

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1 PERSONALWEB TECHNOLOGIES, LLC, a  
2 Texas limited liability company, and  
3 LEVEL 3 COMMUNICATIONS, LLC, a  
4 Delaware limited liability company  
5 Plaintiffs,  
6 v.  
7 TWITCH INTERACTIVE, INC. a Delaware  
8 corporation,  
9 Defendant.  
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**DECLARATION OF VIVIANA BOERO HEDRICK**

I, Viviana Boero Hedrick, declare as follows:

1. I am an attorney duly licensed to practice law in the state of California and am of counsel with the law firm of Stubbs Alderton & Markiles, LLP, counsel for PersonalWeb Technologies, LLC (“PersonalWeb”) in the above captioned actions. I have personal knowledge of the facts set forth in this declaration.

2. I submit this declaration in support of the Administrative Motion to File Under Seal (Case No. 18-md-02834-BLF, Dkt. 611; Case No. 18-cv-00767-BLF, Dkt. 194; Case No. 18-cv-05619-BLF, Dkt. 98) (“Administrative Motion”) filed by Amazon.com, Inc. and Amazon Web Services, Inc. (“Amazon”) and Twitch Interactive, Inc. (“Twitch”). The Administrative Motion was filed in support of Amazon and Twitch’s Reply in Support of Motion for Attorney Fees and Costs (Case No. 18-md-02834-BLF, Dkt. 612; Case No. 18-cv-00767-BLF, Dkt. 195; Case No. 18-md-05619-BLF, Dkt. 99).

3. The Administrative Motion seeks an order sealing the following documents:

Document	Document Description	Portion to be Sealed
Amazon’s and Twitch’s Reply in Support of Motion for Attorney Fees and Costs (“Reply”)	Portions of the Reply that reference or describe documents designated as “Highly Confidential – Attorney’s Eyes Only” by PersonalWeb	4:3; 12:5, 8-10, 12, 14-15, 17-18, 22-25; 13:1-3.
Exhibit 1 to the Reply Declaration of Todd Gregorian in support of the Reply (“Gregorian Declaration”)	Excerpts of the August 22, 2019 deposition testimony of Kevin Bermeister that PersonalWeb has designated as “Highly Confidential – Attorney’s Eyes Only”	Entire document.
Exhibit 9 to the Gregorian Declaration	January 25, 2018 emails between PersonalWeb and its counsel that PersonalWeb has designated as “Highly Confidential – Attorney’s Eyes Only”	Entire document.
Exhibit 10 to the	Patent and licensing settlement	Entire document.

1	Gregorian Declaration	agreement concerning the patents-in-suit that PersonalWeb has designated as “Highly Confidential – Attorney’s Eyes Only”	
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4	Exhibit 11 to the Gregorian Declaration	June 2015 letter from PersonalWeb’s counsel to an accused infringer of the patents-in-suit that PersonalWeb has designated as “Highly Confidential Attorney’s Eyes Only”	Entire document.
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8	Exhibit 13 to the Gregorian Declaration	Emails between PersonalWeb’s counsel and counsel for an accused infringer of the patents-in-suit from January to March 2018 that PersonalWeb has designated as “Highly Confidential – Attorney’s Eyes Only”	Entire document.
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15 4. The material requested to be sealed comprises information designated as “HIGHLY

16 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to the Stipulated Protective Order

17 (Case No. 18-md-02834-BLF, Dkt. No. 290). PersonalWeb requests that the Court maintain under

18 seal only Exhibits 1 and 10 to the Gregorian Declaration and the portions of the Reply that reference

19 or describe the contents of Exhibits 1 and 10, found in the Reply at 12:12-21 (the “Requested Sealed

20 Material”).

21 5. The excerpts of the deposition testimony of Kevin Bermeister attached as Exhibit 1 to the

22 Gregorian Declaration are designated “Highly Confidential – Attorneys’ Eyes Only” pursuant to the

23 Stipulated Protective Order. This exhibit contains excerpts of the deposition transcript of

24 PersonalWeb’s Non-Executive Chairman, Kevin Bermeister. In this testimony, Mr. Bermeister

25 provides non-public and sensitive financial information describing settlements negotiations and

26 licensing agreements entered into between PersonalWeb and third parties that are not part of this

27 MDL proceeding, and that relate to the resolution of cases that also were never a part of this MDL

28 proceeding.

1 6. Similarly, Exhibit 10 to the Gregorian Declaration is a settlement agreement between  
2 PersonalWeb and VigLink that was designated as “Highly Confidential – Attorneys’ Eyes Only”  
3 under the Stipulated Protective Order. This is a settlement agreement between PersonalWeb and an  
4 entity that is not now and was never a party to this MDL proceeding. Additionally, this settlement  
5 agreement contains highly sensitive financial information as it discloses revenue information  
6 belonging to Viglink, which is confidential information that PersonalWeb agreed to maintain as  
7 confidential under the terms of that settlement agreement.

8 7. In the Ninth Circuit, a district court may override the presumption of public access to judicial  
9 documents where “good cause” is shown. *See Phillips ex rel. Estates of Byrd v. General Motors*  
10 *Corp.*, 307 F.3d 1206, 1210 (9th Cir. 2002). “For good cause to exist, the party seeking protection  
11 bears the burden of showing specific prejudice or harm will result if no protective order is granted.”  
12 *Id.* at 1211 (internal citations omitted). A party seeking to file documents under seal in connection  
13 with a dispositive motion must establish compelling reasons for doing so to rebut the presumption  
14 against public access. *See Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1136 (9th Cir.  
15 2003).

16 8. Courts have found that “confidential business information” in the form of “license  
17 agreements, financial terms, details of confidential licensing negotiations, and business strategies”  
18 satisfies the “compelling reasons” standard. *See In re Qualcomm Litig.*, No. 3:17-cv-0108-  
19 GPCMDD, 2017 WL 5176922, at \*2 (S.D. Cal. Nov. 8, 2017) (observing that sealing such  
20 information “prevent[ed] competitors from gaining insight into the parties’ business model and  
21 strategy”); *Finisar Corp. v. Nistica, Inc.*, No. 13-cv-03345-BLF (JSC), 2015 WL 3988132, at \*5  
22 (N.D. Cal. June 30, 2015) (observing that courts “regularly find that litigants may file under seal  
23 contracts with third parties that contain proprietary and confidential business information”).

24 9. Here, the portions of the documents PersonalWeb seeks to file under seal are narrowly  
25 tailored to include only material eligible for sealing under the law of this Court. There is a  
26 compelling interest in maintaining the confidentiality of the Requested Sealed Material described  
27 above as both the settlement agreement between PersonalWeb and VigLink and Mr. Bermeister’s  
28 testimony detailing the negotiations, terms, and discussions surrounding licensing agreements with

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