

EXHIBIT 3

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 DIGITAL ENTERTAINMENT, INC.;
 8 EUROPLAY CAPITAL ADVISORS, LLC;
 CLARIA INNOVATIONS, LLC
 9

10 **UNITED STATES DISTRICT COURT**
 11 **NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION**

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

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

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

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

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

15 Plaintiffs

16 v.

17 PERSONALWEB TECHNOLOGIES, LLC and
 18 LEVEL 3 COMMUNICATIONS, LLC,

19 Defendants,

**RESPONSES OF THIRD PARTY CLARIA
 INNOVATIONS, LLC TO SUBPOENA TO
 PRODUCE DOCUMENTS ISSUED BY
 AMAZON.COM, INC., AMAZON WEB
 SERVICES, INC., AND TWITCH
 INTERACTIVE, INC.**

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

22 Plaintiffs,

23 v.

24 TWITCH INTERACTIVE, INC.,

25 Defendant.
 26
 27
 28

1 Pursuant to the Court's order issued April 12, 2022, as amended ("Order"), third party,
2 Claria Innovations, LLC ("Claria"), responds to the Subpoena to Produce Documents,
3 Information, or Objects or to Permit Inspection of Premises in a Civil Action ("Subpoena") issued
4 by Amazon.com, Inc., Amazon Web Services, Inc., and Twitch Interactive, Inc. (collectively,
5 "Amazon") in the above-captioned action (the "Action") as follows:

6 **AMAZON'S DEFINITIONS**

7 1. The word "You" means Claria Innovations, LLC, including officers, directors,
8 employees, attorneys (including but not limited to Your counsel of record and other attorneys
9 representing You in the Receiver Action, as defined below), agents, representatives, and any other
10 person acting or purporting to act on behalf of Claria Innovations, LLC.

11 2. The word "Amazon" means Amazon.com, Inc., Amazon Web Services, Inc., and/or
12 Twitch Interactive, Inc.

13 3. The word "PersonalWeb" means PersonalWeb Technologies, LLC, as well as any
14 entity under its control, including officers, directors, employees, agents, representatives, and any
15 other person acting or purporting to act on behalf of any of the foregoing.

16 4. The word "SAM" means Stubbs Alderton & Markiles, LLP, including employees,
17 agents, representatives, partners, associates, staff, any other person receiving compensation from
18 Stubbs Alderton & Markiles, LLP, and any other person acting or purporting to act on behalf of
19 Stubbs Alderton & Markiles, LLP.

20 5. The word "SAM Ventures" means SAM Venture Partners, including officers,
21 directors, employees, agents, representatives, and any other person acting or purporting to act on
22 behalf of SAM Venture Partners.

23 6. The word "document" includes, but is not limited to, the original, and each copy
24 not identical to the original, of the records, reports, memoranda, notes, letters, minutes, contracts,
25 tapes, correspondence, text messages, WhatsApp messages, emails, all electronic communications
26 of any kind and all writings of any kind, including drafts of any of the foregoing, as well as any
27 other tangible things on which information is recorded in writing, sound, electronically or any
28 other manner.

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1 7. The word “communication” includes every manner of transmitting or receiving
2 information, opinions and thoughts, whether orally, in writing, electronically or otherwise.

3 8. The term “relating to, evidencing and/or reflecting” means reporting on or with
4 respect to, showing or indicating knowledge of, concerning, mentioning, or in any manner
5 referring to, either directly or indirectly.

6 9. The term “all” and “each” shall be construed as all and each.

7 10. The connectives “all” and “or” shall be construed either conjunctively or
8 disjunctively as necessary to bring within the scope of the discovery requests all responses that
9 might otherwise be construed to be outside of its scope.

10 11. The use of the singular form of any word includes the plural and vice versa.

11 12. The term “concerning” means relating to, referring to, describing, evidencing,
12 reflecting, or constituting.

13 13. The term “person” shall mean any natural person or any business, legal or
14 governmental entity, or association.

15 14. The term “Action” shall mean Case No. 5:18-md-02834-BLF in the United States
16 District Court for the Northern District of California, *In Re: PersonalWeb Technologies, LLC et*
17 *al.*

18 15. The term “Receiver Action” shall mean Case No. 21VECV00575 in the Superior
19 Court of California, County of Los Angeles, *Brilliant Digital Entertainment, Inc. et al. v.*
20 *PersonalWeb Technologies, LLC.*

21 16. The term “BDE Note” shall mean the financial instrument defined as the BDE Note
22 in the Verified Complaint in the Receiver Action, filed April 27, 2021, to include the associated
23 Pledge and General Security Agreement.

24 17. The term “ECA Note” shall mean the financial instrument defined as the ECA Note
25 in the Verified Complaint in the Receiver Action, filed April 27, 2021, to include the associated
26 Pledge and General Security Agreement.

27 18. The term “Claria Note” shall mean the financial instrument defined as the Claria
28 Note in the Verified Complaint in the Receiver Action, filed April 27, 2021, to include the

1 associated Pledge and General Security Agreement.

2 19. The term "Monto Note" shall mean the financial instrument defined as the Monto
3 Note in the Verified Complaint in the Receiver Action, filed April 27, 2021, to include the
4 associated Pledge and General Security Agreement.

5 20. The term "Notes" shall mean the BDE Note, ECA Note, Claria Note, and Monto
6 Note.

7 21. The term "Collateral" shall mean the property defined as "Collateral" in the
8 Verified Complaint in the Receiver Action, filed April 27, 2021, and set forth in Exhibits 1 and 2
9 to the Verified Complaint in the Receiver Action.

10 22. The term "Intercreditor Agreement" shall mean the agreement defined as the
11 "Intercreditor Agreement" in the Verified Complaint in the Receiver Action, filed April 27, 2021.

12 **GENERAL STATEMENT**

13 Claria fully intends to provide a full and complete response and production as ordered by
14 the Court, as amended.

15 The objections stated below are intended to correspond to the limitations set forth in the
16 Order.

17 **RESPONSES TO SUBPOENA**

18 **REQUEST NO. 1:**

19 All documents and communications relating to or reflecting the relationship between You
20 and PersonalWeb, including, but not limited to, any proposed or actual equity or capital
21 contributions made by You to PersonalWeb, any funds provided that PersonalWeb is obligated to
22 repay, and any work done for or on behalf of PersonalWeb for which you are entitled to receive or
23 received compensation of any kind.

24 **RESPONSE TO REQUEST NO. 1:**

25 Claria objects to this Request under FRCP 45(d)(1), (2)(ii) on the grounds that, with the
26 exception of the matters stated in the "including, but not limited to" clause, when combined with
27 the definitions, it is overly broad, burdensome and oppressive, and vague, including with respect
28 to the terms "relating to or reflecting."

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