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10 Capital Advisors, LLC and Claria  
11 Innovations, LLC*

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

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

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

20 Plaintiffs

21 v.

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

25 Defendants.

26 PERSONALWEB TECHNOLOGIES,  
27 LLC, and LEVEL 3  
28 COMMUNICATIONS, LLC,

Plaintiffs,

v.

TWITCH INTERACTIVE, INC.,

Defendant.

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

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

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

**DECLARATION OF MICHAEL  
SHIPLEY IN SUPPORT OF  
SECURED CREDITORS'  
ADMINISTRATIVE MOTION  
FOR LIMITED INTERVENTION  
FOR THE PURPOSE OF  
OPPOSING FURTHER  
SUPPLEMENTAL FEE REQUEST**

1 I, Michel Shipley, am a partner at the law firm of Kirkland & Ellis LLP, counsel of  
2 record to Europlay Capital Advisors, LLC and Claria Innovations, LLC, who are among  
3 the Secured Creditors who are moving parties on the Administrative Motion for Limited  
4 Intervention filed concurrently herewith. I have personal knowledge of the facts stated in  
5 this declaration, and could and would testify competently to them if called as a witness.

6 1. Attached hereto as Exhibit 1 is a true and correct copy of a cross-complaint  
7 filed by Amazon.com, Inc.; Amazon Web Services, Inc.; and Twitch Interactive, Inc, on  
8 June 20, 2023, in an action in California state court, entitled *Europlay Capital Advisors,*  
9 *LLC, et al. v. Amazon.com, Inc.*, No. 23STCV04364 (L.A. Superior Ct., complaint filed  
10 Feb. 27, 2023).

11 2. Attached hereto as Exhibit 2 is a true and correct copy of meet and confer  
12 correspondence concerning the Secured Creditors efforts to obtain Amazon's consent to  
13 their limited intervention for the purpose of responding to Amazon's supplemental fee  
14 request. As the correspondence shows, Secured Creditors reached out to Amazon in an  
15 effort to obtain an agreement permitting intervention on a limited basis to be heard on the  
16 supplemental request, even before Amazon's supplemental fee request was on file. For  
17 nearly two months, Amazon insisted on imposing unreasonable and irrelevant conditions  
18 on its consent to intervention, and it would not agree to any reasonable briefing schedule  
19 that would permit the intervention issue to be resolved in advance of the hearing on the  
20 supplemental fee request.

21 3. Attached hereto as Exhibit 3 is a true and correct copy of Receiver's Report  
22 No. 4, filed by the receiver in *Brilliant Digital Entertainment, et al. v. Personal Web*  
23 *Technologies, LLC*, No. 21VECV00575 (L.A. Super. Ct.).

24 4. It is further my understanding that during a meet and confer call on June 20,  
25 2023, between respective counsels for the receiver, the Secured Creditors, and Amazon,  
26 the receiver's counsel reiterated that the receivership estate had less than \$25,000 cash on  
27 hand, with most of that taken up by accounts already payable.

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