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**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

ANDREA BARTZ, ANDREA BARTZ, INC.,)	Case No.: 3:24-cv-05417-WHA
CHARLES GRAEBER, KIRK WALLACE)	
JOHNSON, and MJ + KJ, INC., individually)	PLAINTIFFS' ADMINISTRATIVE
and on behalf of others similarly situated,)	MOTION TO FILE DOCUMENTS
)	UNDER SEAL
Plaintiffs,)	
)	
v.)	
)	
ANTHROPIC PBC,)	
)	
Defendants.)	

Under Civil Local Rules 7-11 and 79-5, Plaintiffs move to maintain under seal certain documents that are the subject of Defendant Anthropic PBC's ("Anthropic") Administrative Motion to Consider Whether Another Party's Material Should Be Sealed. (ECF No. 147). Portions of some of the documents provisionally filed under seal by Anthropic reflect or reveal Plaintiffs' private financial or sensitive business information that may could impact future commercial negotiations.

I. LEGAL STANDARD

In considering whether documents should be sealed, courts "start with a strong presumption in favor of access to court records." *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1136 (9th Cir. 2003). 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.

II. THERE IS GOOD CAUSE TO SEAL PLAINTIFFS' MATERIAL

Plaintiffs request to seal a small portion of the documents provisionally filed by Anthropic. Specifically, Plaintiffs seek to seal only material that references private financial or sensitive business information.

Plaintiffs do not seek to seal any part of the following exhibits, provisionally sealed by Anthropic:

- Ex. 11, marked as BARTZ000003412-15
- Ex. 12, marked as BARTZ000003382-85
- Ex. 13, marked as BARTZ000002334
- Ex. 14, marked as BARTZ000004686
- Ex. 19, excerpts from the transcript of the deposition of Charles A. Graeber
- Ex. 26, excerpts from the transcript of the deposition of Kirk W. Johnson
- Ex. 34, marked as BARTZ000004690-91
- Ex. 40, excerpts from the deposition of Dr. Ben Y. Zhao
- Anthropic's Opposition to Plaintiffs' Motion for Class Certification
- Declaration of Mohit Iyyer in Support of Anthropic's Opposition to Plaintiffs' Notice of Motion and Motion for Class Certification.

Plaintiffs respectfully request that this Court seal the documents listed in the table below because they contain Plaintiffs' personal financial or sensitive business information that may disadvantage Plaintiffs.

In making this request, Plaintiffs have carefully considered the legal standard and seek to seal the following information:

ECF	Document	Portions to Seal	Reason
147-2	Ex. 5, Publishing agreement between Andrea Bartz Inc. and The Crown Publishing Group, dated November 26, 2018, marked as BARTZ000004755-4782	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.
147-3	Ex. 6, Publishing Agreement between Andrea Bartz Inc and Random House, dated November 12, 2019, marked as BARTZ000003427-3454	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.
147-4	Ex. 7, Publishing agreement between Andrea Bartz Inc. and The Crown Publishing Group, dated October 23, 2017, marked as BARTZ000005288-5307	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.
147-5	Ex. 9, Option/Purchase Agreement between Netflix and Andrea Bartz Inc., dated April 16, 2021, marked as BARTZ000003547-74	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.

ECF	Document	Portions to Seal	Reason
147-6	Ex. 10, Amendment to the Option/Acquisition Deal Memorandum between Cartel Entertainment, LLC and Andrea Bartz, Inc., dated November 3, 2019, marked as BARTZ000000023-28	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.
147-11	Ex. 17, Publishing Agreement between Grand Central Publishing and Charles Graeber, dated September 6, 2007, marked as BARTZ000000207-24	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.
147-12	Ex. 18, Publishing Agreement between Grand Central Publishing and Charles Graeber dated December 14, 2015, marked as BARTZ000000225-41	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.
147-14	Ex. 20, Memorandum of Agreement between Having and Selling LLC and La Nave di Teseo Editore Srl, dated June 24, 2021, marked as BARTZ000005659-5666	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.
147-15	Ex. 21, Memorandum of Agreement between Having and Selling LLC and Nakladatel'svi Jota, s.r.o., dated March 3, 2023, marked as BARTZ000005676-5678	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.

ECF	Document	Portions to Seal	Reason
147-16	Ex. 22, Modification of Agreement from 22nd Street Entertainment, LLC to Charles Graeber, Attaching revised Literary Material Option/Purchase Agreement, dated August 7, 2013, marked as BARTZ000004621-72	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.
147-18	Ex. 27, Simon & Schuster Royalty Statement for Six Months Ending March 31, 2024 to Kirk W. Johnson, marked as BARTZ000000599-604	Entirety of the document	Royalty statement reflecting private financial information of Plaintiff. This information is commercially sensitive because its disclosure may impact Plaintiff's future commercial transactions. Moreover, the specific amount of the royalties have only a tangential relationship to the merits.
147-19	Ex. 28, Penguin Random House Royalty Summary Statement for Period February 1 to July 31, 2024 to MJ + KJ, Inc., marked as BARTZ000000961-64	Entirety of the document	Royalty statement reflecting private financial information of Plaintiff. This information is commercially sensitive because its disclosure may impact Plaintiff's future commercial transactions. Moreover, the specific amount of the royalties have only a tangential relationship to the merits.
147-20	Ex. 29, Penguin Random House Royalty Summary Statement for Period February 1 to July 31, 2024 to MJ + KJ, Inc., marked as BARTZ000001288-91	Entirety of the document	Royalty statement reflecting private financial information of Plaintiff. This information is commercially sensitive because its disclosure may impact Plaintiff's future commercial transactions. Moreover, the specific amount of the royalties have only a tangential relationship to the merits.

ECF	Document	Portions to Seal	Reason
147-21	Ex. 30, Publishing Agreement between Simon & Schuster, Inc. and K. Johnson, dated June 15, 2012, marked as BARTZ000004875-4899	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.
147-22	Ex. 31, Publishing Agreement between MJ + KJ, Inc. and Viking, dated August 24, 2015, marked as BARTZ000005520-5533	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.
147-23	Ex. 32, Publishing Agreement between MJ + KJ, Inc. and Viking, dated July 8, 2019, marked as BARTZ000004841-4860	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.
147-24	Ex. 33, Short-Form Rights Option Agreement between Amazon Content Services LLC and MJ + KJ Inc., dated November 12, 2018, marked as BARTZ000000088-93	Entirety of the document	Private commercial contract containing sensitive commercial information. The terms of the contract are private and the specifics of the contract terms are only tangentially related to the merits of the case.

For the foregoing reasons, Plaintiffs respectfully request that these documents remain sealed.

1 Dated: April 25, 2025

Respectfully submitted,

2
3 /s/ Rachel Geman

Rachel Geman

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