

1 regarding the transfer of certain MFI patents and license agreements from MFI to SGT. A third
2 party, MagnaDrive Corporation (“MDC”), is a licensee to the MFI patents pursuant to its license
3 agreement with MFI. MDC is not only a competitor to SGT and MFI in the magnetic coupling
4 market, but is a party to a separate litigation pending before the Court of Appeals of the State of
5 Washington involving the patent assignment agreement and MDC license agreement. Therefore,
6 SGT’s and MFI’s competitive standings will be harmed if the confidential business and financial
7 information contained in SGT’s Reply is not protected from public dissemination.

8 **Local Rule 5(g)(3) Certification**

9 In keeping with the Court’s local rules governing motions to seal, the Parties conferred
10 telephonically on June 28, 2013 to minimize the amount of materials filed under seal. The parties
11 have agreed that none of the exhibits to Li Reply Declaration in Support of SGT’s Reply needs
12 be sealed and have withdrawn confidentiality exhibits previously been designated
13 “Confidential.”

14 In compliance with Local Rule W.D. Wash. 5(g)(3)(B), SGT and MFI seek to file under
15 seal confidential portions of SGT’s Reply: Portions sought to be redacted reflect confidential
16 and proprietary business information of SGT, MFI, and MDC that SGT has the obligations to
17 keep confidential pursuant to non-disclosure agreements. Portions sought to be redacted also
18 discuss confidential information contained in briefs, declarations and exhibits SGT and MFI
19 previously filed under seal. The public dissemination of such information would threaten to
20 harm the competitive standing of SGT, MFI, and MDC.

21 Per Local Rule W.D. Wash. 5(g)(5)(B), SGT is concurrently filing the unredacted
22 versions of SGT’s Reply under seal, while awaiting the Court’s order on the present motion.

23 WHEREFORE, SGT and MFI respectfully request leave to file SGT’s Reply under seal.
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1 DATED: June 28, 2013

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21 **IT IS SO ORDERED.**

22 Dated this 1 day of Jan, 2013.



24 The Honorable Benjamin H. Settle
25 UNITED STATES DISTRICT JUDGE