

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

IMAGINEAR, INC., et al.,

Plaintiffs,

v.

NIANTIC, INC. D/B/A NIANTIC LABS,

Defendant.

Case No. 1:24-cv-01252-JDW

ORDER

AND NOW, this 23rd day of April, 2026, upon consideration of Niantic, Inc.'s Motion To Seal (D.I. 149), I note as follows.

1. The Federal Circuit applies regional circuit law to procedural questions that are not themselves substantive patent law issues so long as they do not (A) pertain to patent law, (B) bear an essential relationship to matters committed to the Federal Circuit's exclusive control by statute, or (C) clearly implicate the jurisprudential responsibilities of the Federal Circuit in a field within its exclusive jurisdiction. *See GFI, Inc. v. Franklin Corp.*, 265 F.3d 1268, 1272 (Fed. Cir. 2001). Thus, Third Circuit law governs motions to seal in this patent case. *See, e.g., Uniloc 2017 LLC v. Apple, Inc.*, 964 F.3d 1351, 1357 (Fed. Cir. 2020).

2. The common law presumes that the public has a right of access to judicial records. *In re Avandia Mktg., Sales Pracs. & Prod. Liab. Litig.*, 924 F.3d 662, 672 (3d Cir. 2019). "In the Third Circuit, the right is particularly robust." *In re Application of Storag*

Etzel GmbH for an Ord., Pursuant to 28 U.S.C. § 1782, to Obtain Discovery for Use in a Foreign Proceeding, No. 19-cv-209, 2020 WL 2949742, at *7 (D. Del. Mar. 25, 2020), *report and recommendation adopted in part*, 2020 WL 2915781 (D. Del. June 3, 2020). To overcome the strong presumption of access that attaches to judicial records, a movant must show that the interest in secrecy outweighs the presumption by demonstrating that “the material is the kind of information that courts will protect **and** that disclosure will work a clearly defined and serious injury to the party seeking closure.” *Avandia*, 924 F.3d at 672 (quotation omitted) (emphasis added). A party seeking to file material under seal must make a specific showing; “[b]road allegations of harm, bereft of specific examples or articulated reasoning, are insufficient.” *Id.* at 673 (quotation omitted). A court “must ‘conduct[] a document-by-document review’” to determine whether sealing is warranted. *Id.* (same). That standard does not vary depending on the level of public interest in a case or which members of the public might be interested in it.

3. “Bank account information with wiring instructions is the type of confidential information that courts will protect” from public view. *Eddystone Rail Co., LLC v. Bridger Logistics, LLC*, No. 17-cv-495, 2021 WL 12311979, at *1 (E.D. Pa. Sept. 27, 2021). Indeed, such information “could be misused by others” (D.I. 150 at ¶ 4) and could expose the Perkins Coie firm—a third-party to this matter—to an increased risk of financial crime. Recognizing the potential for harm, the Federal Rules of Civil Procedure require litigants to redact financial account numbers that appear in court filings. *See* Fed. R. Civ. P. 5.2(a)(4).

Thus, Niantic has satisfied both prongs of the *Avandia* inquiry and may redact Perkins Coie's banking information on the monthly invoices in Exhibit 1 to Niantic's Motion For Attorneys' Fees.

4. Likewise, courts will protect attorney billing rate information where that information "is 'generally not available to the public or competitors,' 'commercially sensitive,' and 'negotiated.'" *Vetter v. Rustoleum Corp.*, No. 21-cv-17397, 2024 WL 1907620, at *2 (D.N.J. Apr. 9, 2024) (quotation omitted). "This is especially true where a law firm has 'modified' their rates, because 'confidential billing rate information ... if [it] became known, would likely impact the law firm's competitiveness.'" *Pham v. Talkdesk, Inc.*, No. 22-cv-5325, 2023 WL 8043515, at *5 (C.D. Cal. Sept. 13, 2023). That is the precise situation here. Sarah E. Peipmeier's Declaration discusses details of Perkins Coie's alternate fee arrangement with Niantic, including the various discounted rates that Perkins Coie has charged for its attorneys' work on this matter. Perkins Coie has submitted a declaration explaining that disclosure of this information "could competitively harm [the firm] by allowing competing law firms to undercut its pricing, potentially affecting its ability to compete when pitching new matters." (D.I. 150 at ¶ 5.) Given the specific harm that Perkins Coie could incur if this information is revealed, Niantic may redact information about its alternate fee arrangement with Perkins Coie and the attorney-specific discounts.

5. However, Niantic has not convinced me that I should permit it to redact the chart of fees charged (as set forth in Paragraph 6 of Ms. Peipmeier's Declaration) or the

corresponding Total Invoice Amounts on the monthly invoices in Exhibit 1. Niantic contends that “[a]llowing third parties to see the monthly amounts negotiated to be paid in this litigation would harm Niantic by giving future litigants insights into its fees, allowing them to make litigation decisions based on how much Niantic may be paying in a future matter.” (D.I. 150 at ¶ 3.) That alleged harm is far too speculative to satisfy *Avandia*. In addition, if that speculative harm were a valid basis to seal attorney invoices, then attorney invoices would be sealed as part of every fee petition, which is not the case. Thus, I will not permit Niantic to redact the total amounts it paid each month.

Therefore, it is **ORDERED** that Niantic, Inc.’s Motion To Seal (D.I. 149) is **GRANTED IN PART** and **DENIED IN PART** as follows:

1. The Motion is **GRANTED** with respect to Niantic’s proposed redactions to Paragraphs 5, 10, 12, 14, 16, 18, 20, 21, 23 of the Peipmeier Declaration and to the banking information set forth on the monthly invoices in Exhibit 1;
2. The Motion is **DENIED** in all other respects; and
3. On or before April 24, 2026, Niantic shall re-file the Peipmeier Declaration and Exhibit 1 with redactions consistent with this Order.

BY THE COURT:

/s/ Joshua D. Wolson
JOSHUA D. WOLSON, J.