

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

WALGREEN CO.,)	
)	
Plaintiff,)	Civil Action No.
)	
v.)	JURY TRIAL DEMANDED
)	
THERANOS, INC.,)	
)	
Defendant.)	
)	

PLAINTIFF’S MOTION FOR LEAVE TO FILE COMPLAINT UNDER SEAL

Plaintiff Walgreen Co. (“Walgreens”), by and through its undersigned attorneys, hereby seeks leave to file its Complaint and exhibits thereto in the above-captioned matter under seal.

In support of this motion, Walgreens states as follows:

1. This is a civil action, based on this Court’s diversity jurisdiction, brought against Defendant Theranos, Inc. (“Theranos”), concerning claims of breach of contract and declaratory judgment.

2. On April 6, 2010, Walgreens and Theranos entered into a Mutual Confidentiality and Non-Disclosure Agreement, retroactive to February 1, 2010 (the “NDA”). The NDA states, in relevant part, that each party is to hold in strict confidence and to maintain as confidential all Proprietary Information of the other party, with Theranos’s Proprietary Information defined as “certain data, methods, procedures, and other proprietary information relating to the business and products and services of [Theranos].” *See* Complaint, Ex. B, NDA at 1.

3. On June 5, 2012, Walgreens and Theranos entered into the Amended and Restated Theranos Master Services Agreement (the “Agreement”). Paragraph 20(f) of the Agreement, “Confidentiality,” restricts the disclosure and use of Confidential Information, with Confidential

Information defined as “this Agreement, [and] all information Discloser discloses to Recipient in connection with the performance of this Agreement.” *See* Complaint Ex. A, Agreement, ¶ 20(f), Schedule E.7.

4. The Complaint, among other things, contains detailed allegations relating to Theranos’s business, the Agreement, and Theranos’s performance under the Agreement, some of which may be subject to the NDA and/or the Confidentiality provision of the Agreement.

5. If confidential information subject to the NDA and/or the Confidentiality provision of the Agreement were publicly disseminated, Theranos might claim that Walgreens potentially could be in breach of the NDA and/or the Agreement.

6. Walgreens therefore seeks leave to file its Complaint and exhibits thereto under seal.

7. Walgreens will confer with Theranos regarding what, if any, information alleged in the Complaint or attached thereto requires redaction, and file a public version of the Complaint, with the confidential information redacted, within seven days of this motion being granted.

WHEREFORE, for the foregoing reasons, Walgreens respectfully requests leave to file its Complaint and exhibits thereto in this matter under seal.

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