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IN THE UNITED STATES DISTRICT COURT

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FOR THE DISTRICT OF ARIZONA

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TriQuint Semiconductor, Inc., a Delaware corporation,

No. CV 09-1531-PHX-JAT

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Plaintiff/Counter-Defendant,

ORDER

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vs.

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Avago Technologies Limited, a Singapore corporation; Avago Technologies U.S., Inc., a Delaware corporation, Avago Technologies Wireless IP (Singapore) Pte., Ltd., a Singapore corporation,

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Defendants/Counter-Claimants.

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Pending before the Court are:

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Motion to strike (Doc. #112 - redacted) and lodged sealed version (Doc. #113 - unredacted), motion to seal the motion to strike (Doc. #110 - redacted) and lodged sealed version (Doc. #111 - unredacted),

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Response to motion to strike (Doc. #117 - redacted), motion to seal the response (Doc. #118 - redacted), lodged sealed version of the response (Doc. #119 - unredacted), and lodged sealed memorandum in support of motion to seal (Doc. #120 - unredacted),

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Reply in support of motion to strike (Doc. #121 - redacted), motion to seal reply (Doc. #122 - redacted), lodged sealed memorandum in support of motion to seal (Doc. #123 -

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1 unredacted), and lodged sealed reply (Doc. #124 - unredacted).¹

2 As this Court has previously stated, the public has a right to inspect judicial
3 documents and records. *Nixon v. Warner Commc'ns, Inc.*, 435 U.S. 589, 597 (1978).
4 However, such a right is not absolute. Nevertheless, there is a strong presumption in favor
5 of access to judicial records. A party seeking to seal a judicial record bears the burden of
6 overcoming this presumption by either meeting the “compelling reasons” standard if the
7 record is a dispositive pleading, or the “good cause” standard if the record is a non-
8 dispositive pleading. *Kamakana v. City & County of Honolulu*, 447 F.3d 1172, 1180 (9th
9 Cir. 2006).

10 Here, giving the parties the benefit of the doubt that the motion to strike is not a
11 dispositive pleading, the Court will apply the good cause standard.² The party moving to
12 strike, Avago, makes one general argument in favor of sealing: that the parties have a side
13 agreement not in the public record about what they may disclose. Avago concludes that
14 disclosure into the public record of the redacted portions of the filings would violate this
15 agreement.

16 The Court does not find the parties’ agreement to be a basis for sealing the public
17 record in this case. If the Court were to allow this agreement to control this case, any parties
18 in any case could by agreement stipulate to litigate their entire case under seal. Agreement
19 among the parties is not “good cause” for sealing the public record. Thus, the Court is
20 inclined to unseal all filings related to the motion to strike.³

22 ¹ Also pending are various documents related to the motion to amend the complaint.
23 The Court will not address those documents in this Order.

24 ² If the Court strikes part of a complaint, the claims stricken could be forever barred;
25 thus, the motion to strike could be dispositive as to those claims.

26 ³ In holding that this agreement is not a basis for sealing any documents in this case,
27 the Court expresses no opinion on whether either party has breached the agreement, or
28 whether either party might be liable to the other for breaching the agreement.

