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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

UNITED TACTICAL SYSTEMS, LLC,  
Plaintiff,  
v.  
REAL ACTION PAINTBALL, INC., et al.,  
Defendants.

Case No. [14-cv-04050-MEJ](#)

**ORDER RE: ADMINISTRATIVE  
MOTIONS TO FILE UNDER SEAL**

Re: Dkt. Nos. 375, 404, 408, 413, 419, 425,  
429

The parties filed seven Motions to File Under Seal in connection with their Motions for Summary Judgment. Dkt. Nos. 375, 404, 408, 413, 419, 425, 429. Pursuant to the Court’s Order, the parties provided a consolidated list of the documents sought to be sealed, the reasons therefor, and any oppositions thereto. *See* Order, Dkt. No. 467; Joint Report, Dkt. No. 469. Having considered the parties’ positions and the relevant legal authority, the Court issues the following order.

**LEGAL STANDARD**

There is a “strong presumption in favor of access” by the public to judicial records and documents accompanying dispositive motions. *Kamakana v. City & Cty. of Honolulu*, 447 F.3d 1172, 1178-79 (9th Cir. 2006) (citing *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1135 (9th Cir. 2003)). To seal judicial records relating to motions that are “more than tangentially related to the merits of a case,” *Center for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1098 (9th Cir.), *cert. denied sub nom. FCA U.S. LLC v. Ctr. for Auto Safety*, 137 S. Ct. 38 (2016), a party must “articulate compelling reasons supported by specific factual findings,” *Kamakana*, 447 F.3d at 1178 (internal quotation marks and citation omitted). Indeed, such showing is required even where “the [] motion, or its attachments, were previously filed under seal or protective

1 order.” *Kamakana*, 447 F.3d at 1179.

2 The strong presumption of public access to judicial documents applies to such motions  
3 because the resolution of a dispute on the merits is at the heart of the interest in ensuring that the  
4 public understands the judicial process. *Id.* The presumption does not apply in the same way to  
5 motions that are “not related, or only tangentially related, to the merits of a case.” *Center for Auto*  
6 *Safety*, 809 F.3d at 1099. With such motions, “the usual presumption of the public’s right of  
7 access is rebutted.” *Id.* at 1179 (citing *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1213 (9th  
8 Cir. 2002). A party seeking to seal documents attached to such motions nevertheless must meet  
9 the lower “good cause” standard under Rule 26(c). *Pintos v. Pac. Creditors Ass’n*, 605 F.3d 665,  
10 678 (9th Cir. 2010). This requires the party to make a “particularized showing” that “specific  
11 prejudice or harm” will result if the information is disclosed. *Phillips*, 307 F.3d at 1211. “Broad  
12 allegations of harm, unsubstantiated by specific examples or articulated reasoning, do not satisfy  
13 the Rule 26(c) test.” *In re Roman Catholic Archbishop of Portland in Oregon*, 661 F.3d 417, 424  
14 (9th Cir. 2011) (internal quotation marks and edits omitted).

15 Civil Local Rule 79-5(d)(1)(A) also requires a party seeking to seal a document to submit  
16 “[a] declaration establishing that the document sought to be filed under seal, or portions thereof,  
17 are sealable.” If the moving party seeks to seal a document designated as confidential by the  
18 opposing party pursuant to a protective order, the designating party must file within four days of  
19 the motion a declaration establishing all of the designated material is sealable. Civ. L.R. 79-5(e).  
20 Finally, any sealing “request must be narrowly tailored to seek sealing only of sealable material[.]”  
21 Civ. L.R. 79-5(b).

## 22 DISCUSSION<sup>1</sup>

23 The compelling reasons standard applies to the Motions to File Under Seal, as they pertain  
24 to documents filed in connection with Motions for Summary Judgment that are more than  
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26 <sup>1</sup> For each document that Real Action opposes sealing, Real Action contends “UTS’ ‘compelling  
27 reasons’ should be rejected, as they are not supported by ‘declarations from declarants with  
28 personal knowledge as required by the Court’s Order [Dkt. 467, pp. 1-2].” *See* Joint Report  
(brackets in original). The Court does not re-state this reason below.

1 tangentially related to the merits of this case. *See Benedict v. Hewlett-Packard Co.*, 2016 WL  
2 4943007, at \*2 (N.D. Cal. Sept. 16, 2016).

3 **A. Dkt. No. 375**

4 Defendant and Counter-Claimants Real Action Paintball, Inc. and K.T. Tran (together,  
5 “Real Action”) seek to seal documents which Plaintiff and related Counter-Defendants<sup>2</sup> designated  
6 as confidential pursuant to Civil Local Rule 79-5 and the protective order entered in this action.  
7 375 Mot., Dkt. No. 375; *see* Protective Order, Dkt. No. 187. In support of its contention the  
8 documents are sealable, UTS submits the Declarations of Padraic Glaspy and Gary Gibson. 375  
9 Glaspy Decl., Dkt. No. 392; Gibson Decl., Dkt. No. 470. Real Action opposes sealing these  
10 documents. Dkt. No. 375 at 2; Joint Report at 1-8.

11 1. Dkt. Nos. 375-2, 375-3, and 375-4

12 Each of these documents contains an ATO Police Training Video. *See* Dkt. No. 375-2  
13 (ATO1033); Dkt. No. 375-3 (ATO1028); Dkt. No. 375-4 (ATO1030). UTS requests these  
14 documents be sealed in their entirety. Joint Report at 1-4. Gibson, Plaintiff’s Vice President of  
15 Industrial Engineering and Board Member, declares these videos are “internal training videos that  
16 contain confidential, proprietary, and competitively sensitive product specifications.” Gibson  
17 Decl. ¶ 3; *see* Joint Report at 1-4. Gibson further declares “United Tactical faces significant  
18 prejudice if these items are not filed under seal; its training materials are proprietary and provided  
19 only to customers of United Tactical.” Gibson Decl. ¶ 3; *see* Joint Report at 2. He further avers  
20 these videos “include proprietary information regarding the design, construction, composition,  
21 functionality, and operation of PepperBall® projectiles and launchers.” Gibson Decl. ¶ 3; *see*  
22 Joint Report at 2-5. “United Tactical would be significantly damaged if such confidential,  
23 proprietary information were made available to the public and its competitors.” Gibson Decl. ¶ 3;  
24 *see* Joint Report at 2-5.

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26

27 <sup>2</sup> Plaintiff is United Tactical Systems, LLC. The related Counter-Defendants are Advanced  
28 Tactical Ordnance Systems, LLC (“ATO”); Perfect Circle Projectiles LLC; Gary Gibson; Tactical  
Air Games, Inc.; Tyler Tiberius; United Tactical Systems Holdings, LLC; and United Tactical  
Systems Intermediate Holdings, LLC (together with Plaintiff, “United Tactical” or “UTS”).

1                   a.       *Dkt. No. 375-2 (ATO1033)*

2                   Real Action opposes sealing ATO1033 on grounds that (1) the video is not an “internal”  
3 training video and was created before UTS was formed in 2014, and (2) the video has been  
4 available on YouTube since March 4, 2011. Joint Report at 1-2; *see* Overhauser Decl., Dkt. No.  
5 420 ¶¶ 4-5.

6                   Only a portion of the video contained in ATO1033 appears on YouTube. *Compare* Dkt.  
7 No. 375-2 *with* Pepperball Takedown, YouTube (Mar. 4, 2011),  
8 <https://www.youtube.com/watch?v=bRukUtuIyFo>. Nevertheless, a review of ATO1033 shows  
9 that the video does not include any proprietary or otherwise sensitive information about  
10 PepperBall projectiles or launchers. Rather, the video compiles “scenario training”; an interview  
11 with Devon Bell, Undersheriff with the Placer County Sheriff’s Office, which provides links to  
12 public websites “to view complete video”; and clips from television news reports. UTS offers no  
13 basis to seal information that is publicly available elsewhere and thus fails to articulate compelling  
14 reasons to seal this video.

15                   The Court therefore DENIES the Motion to Seal ATO1033, Dkt. No. 375-2.

16                   b.       *Dkt. No. 375-3 (ATO1028)*

17                   UTS argues “Plaintiff faces significant prejudice if [ATO1028 is] not filed under seal; its  
18 training materials are proprietary and provided only to customers of Plaintiff.” Joint Report at 3.  
19 Real Action opposes sealing this document because (1) UTS’ training services are not proprietary,  
20 as anyone can sign up for them, and (2) UTS does not claim their customers are required to keep  
21 information about their training confidential. *Id.* at 3-4.

22                   UTS fails to articulate compelling reasons to seal ATO1028. The video does not contain  
23 any proprietary information about PepperBalls, nor does it contain information that is exclusively  
24 provided to Plaintiff’s customers. It also does not discuss the “design, construction, [or]  
25 composition” of PepperBalls. To the extent it concerns the functionality or use of PepperBalls, it  
26 does so generally and in no more specific terms than in publicly-filed pleadings in this action.  
27 *See, e.g.*, Pl.’s Mot. for Summ. J., Dkt. No. 379 at 1 (“Live PepperBall® projectiles are small  
28 plastic spheres that contain a proprietary irritant powder that functions similar to pepper spray.

1 United Tactical and its predecessors have sold PepperBall projectiles to thousands of police and  
2 governmental agencies, militaries, and private security firms as a non-lethal force compliance  
3 tool.” (footnotes omitted)).

4 Accordingly, the Court DENIES the Motion to Seal ATO1028, Dkt. No. 375-3.

5 c. *Dkt. No. 375-4 (ATO1030)*

6 UTS offers the same reasons for sealing ATO1030 as they do for ATO1028. *See* Joint  
7 Report at 4-5. Real Action also opposes sealing for the same reasons. *See id.*

8 Although ATO1030 discusses the composition of PepperBalls, it does so generally without  
9 revealing any proprietary information or trade secrets. The Court therefore DENIES the Motion to  
10 Seal ATO1030, Dkt. No. 375-4.

11 2. Dkt. Nos. 375-5 and 375-6

12 ATO1261 is a slide from an “ATO Reduction Fitting Comparison PowerPoint  
13 Presentation.”<sup>3</sup> *See* Dkt. No. 375-5. ATO1501 consists of an excerpt of an ATO PepperBall  
14 Training Presentation. *See* Dkt. No. 375-6. Gibson declares these are “internal training  
15 documents that contain confidential, proprietary, and competitively sensitive product  
16 specifications.” Gibson Decl. ¶ 3; *see* 375 Glaspy Decl. ¶ 4 (“[T]hese training documents include  
17 proprietary information regarding the design, construction, composition, functionality, and  
18 operation of PepperBall projectiles and launchers.”). Glaspy explains that “documents  
19 ATO1[50]1 and ATO1261 contain diagrams or representation as to specific component parts used  
20 in the PepperBall launcher systems.” 375 Glaspy Decl. ¶ 4; *see* Joint Report at 7-8 (“[T]his  
21 document contains diagrams or representation as to specific component parts used in the  
22 PepperBall launcher systems.”). UTS requests the Court seal both ATO 1261 and 1501 in their  
23 entirety. Joint Report at 7-8. Gibson declares that “United Tactical would be significantly  
24 damaged if such confidential, proprietary information were made available to the public and its  
25 competitors.” Gibson Decl. ¶ 3; *see* 375 Glaspy Decl. ¶ 6 (same).

26

27 <sup>3</sup> In the Joint Report, UTS describes this document as a video. Joint Report at 6. This document  
28 does not contain a video. *See* Dkt. No. 375-5.

1 Real Action opposes sealing ATO1261 on the ground UTS fails to explain what is  
2 confidential about “fittings.” Joint Report at 7. It opposes sealing ATO1501 on the ground that  
3 UTS fails to show the information contained therein is confidential. *Id.* at 8-9.

4 UTS fails to articulate compelling reasons to seal either document. As to ATO1261, not  
5 every component of the slide is sealable. For instance, the Court sees no reason why it should  
6 order sealed the words “PepperBall” or “paintball” or the URL for the publicly available  
7 PepperBall website. As such, UTS’ request is not narrowly tailored. *See* Civ. L.R. 79-5(b) (“The  
8 request must be narrowly tailored to seek sealing only of sealable material[.]”). To the extent, the  
9 slide discusses product specifications, it does so only in general terms.

10 As to ATO1501, while some slides provide information about PepperBall launchers, they  
11 do not reveal any proprietary or “competitively sensitive product specifications.” To the extent  
12 this document identifies product specifications, UTS provides no reason to find information such  
13 as a PepperBall launcher’s weight or length is competitively sensitive. UTS also fails to show  
14 compelling reasons to seal the names of a PepperBall launcher’s parts; ATO1501 does not  
15 describe how they are made or how they work, only nomenclature. Moreover, one slide refers to  
16 “Graham v. Connor” and “Deorle v. Rutherford.” UTS offers no justification to seal the names of  
17 public court opinions that are almost twenty years old. *See Graham v. Connor*, 490 U.S. 386  
18 (1989); *Deorle v. Rutherford*, 272 F.3d 1272 (9th Cir. 2001).

19 Moreover, UTS’ contention that Plaintiff would be harmed if either ATO1261 and  
20 ATO1501 are made available to the public is belied by the fact that Plaintiff provides these slides  
21 to their customers. Joint Report at 6, 8 (Plaintiff’s “training materials are proprietary and provided  
22 only to customers of Plaintiff.”). UTS offers no basis to find their customers are obligated to keep  
23 this information confidential or are not members of the public.

24 The Court therefore DENIES the Motion to seal ATO1261 (Dkt. No. 375-5) and ATO1501  
25 (Dkt. No. 375-6).

26 3. Summary

27 The Court DENIES the 375 Motion to Seal.

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1     **B.     Dkt. No. 404**

2             UTS moves to file under seal four documents: (1) the May 8, 2013 Confidential Settlement  
3     Agreement between ATO and Conrad Sun (Dkt. No. 404-10); (2) the Memorandum of Points and  
4     Authorities in support of Counter-Defendants’ Motion for Partial Summary Judgment (Dkt. No.  
5     380); (3) the Separate Statement of Undisputed Facts (Dkt. No. 380-1); and (4) portions of the  
6     March 1, 2017 deposition of Gary Gibson (Dkt. No. 382). 404 Mot., Dkt. No. 404.

7             1.     Dkt. No. 404-10

8             UTS seeks to seal the following portions of the May 8, 2013 Confidential Settlement  
9     Agreement: (1) the dollar amounts listed in paragraph 1, page 4; (2) the time period described in  
10    paragraph 2, page 4; (3) the dollar amount of the payment described at the end of paragraph 5; (4)  
11    the dollar amount listed in paragraph 3, page 5; (5) the bank and bank account information in  
12    paragraph 3, page 6; (6) the time period described in paragraph 5, page 6; (7) the dollar amounts  
13    described in the final two sentences of paragraph 8(d), page 9; (8) the names of guarantors in  
14    paragraph 9, page 9; and (9) the percentage of the indemnity provided for in paragraph 12, page  
15    11. 404 Mot. at 1-2; Joint Report at 9-11; *see* Dkt. No. 404-10 (proposed redactions).

16            Glaspy and Gibson declare the Settlement Agreement contains “specific confidential, trade  
17    secret, and competitively sensitive material[.]” 404 Glaspy Decl. ¶ 4, Dkt. No. 404-1; Gibson  
18    Decl. ¶ 4. Glaspy declares further “[t]he Confidential Settlement Agreement entered into between  
19    Advanced Tactical and Conrad Sun on May 8, 2013, is, by its own terms, designated as a  
20    confidential document by Advanced Tactical and third-party Conrad Sun.” 404 Glaspy Decl. ¶ 3;  
21    *see* Gibson Decl. ¶ 4. The Court previously rejected this argument, finding the fact “[t]hat the  
22    Settlement Agreement ‘by its own terms’ is designated confidential does not relieve Plaintiff and  
23    Counter-Defendants of their burden to show compelling reasons to seal the document.” *United*  
24    *Tactical Sys., LLC v. Real Action Paintball, Inc.*, 2017 WL 1881157, at \*2 (N.D. Cal. May 9,  
25    2017).

26            Glaspy and Gibson also declare

27                    United Tactical anticipates that it may eventually have other  
28                    disputes with third parties regarding its trademark and trade dress  
                      rights, and the public disclosure of the financial structure of the

1 Confidential Settlement Agreement with Sun would put it at a  
2 significant disadvantage in attempting to resolve any such disputes  
as the Sun agreement would, essentially, set a floor for any deal a  
future party would be willing to agree to.

3 404 Glaspy Decl. ¶ 4; Gibson Decl. ¶ 4. The Court previously rejected this argument as well:

4 That public disclosure of the terms of the Settlement Agreement  
5 could disadvantage Plaintiff and Counter-Defendants in future  
litigation is not, on its own, a reason to justify sealing the  
6 Agreement in its entirety. This is not the type of harm that warrants  
7 protection. *See Kamakana*, 447 F.3d at 1179 (“The mere fact that  
the production of records may lead to a litigant’s embarrassment,  
8 incrimination, or exposure to further litigation will not, without  
more, compel the court to seal its records.”); *Foltz*, 331 F.3d at 1137  
9 (“This disclosure might harm [the movant] by exposing it to  
additional liability and litigation . . . , but a litigant is not entitled to  
the court’s protection from this type of harm.”).

10 *United Tactical Sys.*, 2017 WL 1881157, at \*2. UTS offers no new argument that would cause the  
11 undersigned to revisit this finding.

12 UTS fails to explain why dollar figures, time periods, and the names of guarantors are  
13 trade secrets or proprietary information. *See* Civ. L.R. 79-5. UTS may redact the bank account  
14 number in paragraph 3, page 6. *See* Fed. R. Civ. P. 5.2(a). The Motion to Seal Docket 404-10 is  
15 otherwise DENIED.

16 2. Dkt. Nos. 404-4, 404-6, 404-8

17 UTS moves to seal the parts of its Motion for Partial Summary Judgment, its Statement of  
18 Undisputed Facts, and the Gibson deposition that discuss the aforementioned portions of the  
19 Settlement Agreement. Dkt. No. 404-4 (Mot. for Summ. J.); 404-6 (Statement of Undisputed  
20 Facts); Dkt. No. 404-8 (Gibson Dep.). Because the Court denies in part the Motion to Seal the  
21 Settlement Agreement, it also DENIES the Motion to Seal insofar as these additional documents  
22 discuss the dollar amounts, time period, bank address and routing number, and guarantors.

23 3. Summary

24 The Court DENIES IN PART and GRANTS IN PART the 404 Motion to Seal.

25 **C. Dkt. No. 408**

26 Real Action filed this Motion to Seal documents UTS designated as confidential. *See* 408  
27 Mot., Dkt. No. 408. The Court already found UTS failed to demonstrate a compelling reason for  
28 sealing several of the documents at issue in the 408 Motion. *See supra* at 3-6 (addressing



1 ATO1028, ATO1030, ATO1033, ATO1261, and ATO1501). Accordingly, the Court only  
2 considers RAP4 15998, an expert report dated May 5, 2017 by David Grisham. *See* Grisham  
3 Report, Dkt. No. 408-6.

4 UTS requests to seal the following portions of the RAP4 15998, the Grisham Report: (1)  
5 the portion of United Tactical’s sales spreadsheet relating to Pava 2.5x product on page 2; (2) the  
6 first paragraph of page 3 regarding Advanced Tactical’s gross margins and sales figures for 2013;  
7 (3) the answer to question 4 on page 5 regarding Advanced Tactical and United Tactical’s sales  
8 figures; (4) the answer to question 5 presented on page 6 of the Grisham Report regarding United  
9 Tactical’s sales; (5) answers to questions 6-10 on pages 6 and 7 regarding Advanced Tactical’s  
10 and United Tactical’s profits; (6) the answer to question 13 on page 8 regarding sales made by  
11 Advanced Tactical and United Tactical; (7) the answer to question 14 on pages 9 and 10 regarding  
12 Advanced Tactical’s financial statements; (8) the answer to question 16 regarding the profit  
13 margins realized by Advanced Tactical; (9) the answer to question 18 on pages 11 and 12  
14 regarding Advanced Tactical and United Tactical’s customers. Joint Report at 24-28.

15 The Grisham Report discusses “United Tactical’s confidential financial data, including  
16 excerpts of its trade secret customer list and sensitive information relating to its sales to customers,  
17 unit cost, and profitability.” 408 Glaspy Decl. ¶ 7, Dkt. No. 418; *see* Gibson Decl. ¶ 5. Glaspy  
18 asserts “United Tactical’s customer list is highly confidential and was generated at great expense  
19 to United Tactical[; this information] was worth millions of dollars due to the work that went into  
20 producing it.” 408 Glaspy Decl. ¶ 7; *see* Gibson Decl. ¶ 5. Moreover, “United Tactical’s  
21 confidential financial information and pricing information is similarly incredibly valuable and  
22 highly protected trade secret” such that public disclosure of this information would allow  
23 competitors insight into “United Tactical’s business operations, strategy, unit cost, and  
24 profitability that could be exploited to United Tactical’s detriment in the market.” 408 Glaspy  
25 Decl. ¶ 7; *see* Gibson Decl. ¶ 5.

26 Real Action opposes sealing on grounds that the financial information is “directly  
27 relevant” to the summary judgment motion. Joint Report at 25. Real Action further argues the  
28 answer to question 18, which concerns ATO and United Tactical’s customers cannot be

1 considered confidential, as this answer “merely discusses the number of customers” and not their  
2 identities. *Id.* Real Action contends this information is publicly available on UTS’ own website.  
3 *Id.* (citing Dkt. Nos. 409-69, 409-70).

4 UTS sets forth compelling reasons to seal the financial information contained and  
5 discussed in the Grisham Report. *See Apple Inc. v. Samsung Elecs. Co.*, 727 F.3d 1214, 1225  
6 (Fed. Cir. 2013) (applying compelling reasons standard to seal “detailed product-specific financial  
7 information” and “profit, cost, and margin data, [which] could give the suppliers an advantage in  
8 contract negotiations, which they could use to extract price increases for components.”); *In re*  
9 *Elec. Arts, Inc.*, 298 F. App’x 568, 569 (9th Cir. 2008) (“A ‘trade secret may consist of any  
10 formula, pattern, device or compilation of information which is used in one’s business, and which  
11 gives him an opportunity to obtain an advantage over competitors who do not know or use it.”  
12 (quoting Restatement of Torts § 757 cmt. b)). Real Action offers no basis to find that UTS’  
13 financial information should be made public simply because it is “directly relevant” to the motion  
14 for summary judgment.

15 However, UTS does not provide compelling reasons to seal the answers to question 18 on  
16 pages 11 and 12. These answers do not identify UTS’ customers by name or otherwise provide  
17 identifying information; rather, they only provide the cumulative number of customers during  
18 certain time periods. That United Tactical compiled this list “at great expense” does not provide a  
19 basis for sealing.<sup>4</sup>

20 The Court therefore GRANTS IN PART and DENIES IN PART the 425 Motion to seal  
21 the Grisham Report. UTS may redact financial information contained therein, but it may not  
22 redact the answers to question 18.

23 The Court DENIES the Motion as to ATO1028, ATO1030, ATO1033, ATO1261, and  
24 ATO1501.

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27 \_\_\_\_\_  
28 <sup>4</sup> Real Action’s assertion that this figures appear on UTS’ website is misleading. At most, Dkt.  
Nos. 409-69 and 409-70 refer to “5000 agencies.” This is not the same information discussed in  
the answer to question 18. *Compare* Dkt. Nos. 409-69, 409-70 *with* 408-6 at 11-12.

1     **D.     Dkt. No. 413**

2             UTS moves to file under seal the Settlement Agreement (Dkt. No. 413-6) and portions of  
3     the July 25, 2016 deposition of Gary Gibson (Dkt. No. 413-3; *see* Dkt. No. 409-37). 413 Mot.,  
4     Dkt. No. 413. The Court has already addressed the Settlement Agreement; it need not do so again  
5     here. As the Court found that not all portions of the Settlement Agreement are entitled to sealing,  
6     the Court DENIES the 413 Motion as to the Gibson Deposition, as the portions sought to be  
7     redacted contain information about the Settlement Agreement the Court has found is not sealable.

8             The Court therefore DENIES the 413 Motion as it relates to the Settlement Agreement  
9     (Dkt. No. 413-6) and DENIES the Motion as it relates to the July 25, 2016 Gibson deposition  
10    (Dkt. No. 416-3).

11    **E.     Dkt. No. 419**

12            UTS moves to seal portions of the June 7, 2016 deposition of Conrad Sun, which it  
13    contends Real Action improperly filed in the public docket. 419 Mot. at 1-2, Dkt. No. 419, 419-5,  
14    415-7. UTS also request the Court seal the Guaranty between Conrad Sun and entities that held an  
15    ownership interest in ATO. 419 Mot. at 1; *see* Dkt. No. 419-9.

16            UTS seeks to seal portions of the two Sun depositions which discuss the terms of the  
17    Settlement Agreement. The Court has already held that not all of the proposed redactions of the  
18    Settlement Agreement contain sealable information. The Court therefore DENIES the Motion as  
19    to the Sun depositions insofar as they pertain to information other than the bank account number.

20            With regard to the Guaranty, UTS moves to seal the names of the guarantors contained  
21    therein. Joint Report at 37. Although Glaspy declares the identities of the guarantors are  
22    “confidential, trade secret, and competitively sensitive,” he does not explain why this is so. 419  
23    Glaspy Decl. ¶ 8. Rather, Glaspy avers

24                                it may eventually have other disputes with third parties regarding its  
25                                trademark and trade dress rights, and the public disclosure of the  
26                                specific financial structure of the Confidential Settlement  
27                                Agreement and Guaranty with Sun would put Plaintiff at a  
                                  significant disadvantage in attempting to resolve any such disputes  
                                  as the Sun agreement would, essentially, set a floor for any deal a  
                                  future party would be willing to agree to.

28    *Id.* Glaspy declares this constitutes a compelling reason for sealing. *Id.*

1           As discussed above, it does not. *See also Kamakana*, 447 F.3d at 1179 (“The mere fact  
2 that the production of records may lead to a litigant’s . . . exposure to further litigation will not,  
3 without more, compel the court to seal its records.”); *Foltz*, 331 F.3d at 1137 (“This disclosure  
4 might harm [the movant] by exposing it to additional liability and litigation . . . , but a litigant is  
5 not entitled to the court’s protection from this type of harm.”). As such, the Court DENIES the  
6 request to seal the Guaranty.

7       **F.     Dkt. No. 425**

8           Although it designated these documents confidential, UTS does not seek to seal these  
9 documents (Dkt. Nos. 425-5, 425-6, 425-7) under seal. Joint Report at 39-40. Accordingly, the  
10 Court DENIES the Motion.

11       **G.     Dkt. No. 429**

12           UTS moves to file under seal seven documents: (1) the Settlement Agreement; (2) portions  
13 of the deposition transcript of Advanced Tactical concerning the Confidential Settlement  
14 Agreement with Sun; (3) the expert report of Eric Matolo, Ph.D; (4) the rebuttal expert report of  
15 Dr. Matolo, Ph.D; (5) e-mail correspondence from K.T. Tran to Conrad Sun dated April 23, 2012,  
16 designated as confidential by Real Action; (6) e-mail correspondence from K.T. Tran to Conrad  
17 Sun dated April 23, 2012, designated as confidential by Real Action; and (7) portions of the  
18 deposition transcript of Real Action. 429 Mot. at 1-2, Dkt. No. 429.

19           As an initial matter, the Court DENIES the Motion as to the Settlement Agreement (Dkt.  
20 No. 429-7) for the reasons set forth above. The Court also DENIES the Motion as to the April 23,  
21 2012 email correspondence (Dkt. Nos. 429-11, 429-12) and the Real Action deposition (Dkt. No.  
22 429-3), which Real Action concedes are “not confidential, [and] should be unsealed.” Joint  
23 Report at 48-50. The Court considers the remaining documents below.

24           1.     Dkt. No. 429-5

25           UTS requests the Court seal portions of the Advanced Tactical deposition which concern  
26 the Settlement Agreement. 429 Mot. at 1. As the Court has found these portions of the Settlement  
27 Agreement are not sealable, the Court DENIES the 429 Motion as to the Advanced Tactical  
28 deposition.



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No later than November 3, 2017, the parties shall refile the documents in the public docket in accordance with this Order.

**IT IS SO ORDERED.**

Dated: October 27, 2017

  
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MARIA-ELENA JAMES  
United States Magistrate Judge