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12 Attorneys for Plaintiff
 13 Samick Musical Instruments Co., Ltd.

14 **UNITED STATES DISTRICT COURT**
 15 **DISTRICT OF NEVADA**

17 SAMICK MUSICAL INSTRUMENTS CO.,
 LTD., a Korean limited company,
 18
 Plaintiff/ Counter-Defendant
 19
 vs.
 20 QRS MUSIC TECHNOLOGIES, INC., a
 Delaware corporation; THOMAS DOLAN, an
 21 Individual,
 22
 Defendants/ Counter-Plaintiff

Case No. 2:15-cv-00333-MMD-GWF

**PLAINTIFF’S RENEWED MOTION TO
 FILE ITS REPLY IN SUPPORT OF
 MOTION FOR LEAVE TO AMEND
 COMPLAINT AND TO REOPEN
 DISCOVERY UNDER SEAL
 AND ~~PROPOSED~~ ORDER**

24 Plaintiff Samick Musical Instruments Co., Ltd. (“Plaintiff” or “Samick”) hereby moves
 25 this Court for an order sealing Plaintiff Samick’s Reply in Support of Motion for Leave to
 26 Amend Complaint and to Reopen Discovery (“Reply”). These documents were filed on October
 27

1 17, 2016 with the original Motion to Seal, ECF No. 68, which was denied without prejudice.
2 ECF No. 70.

3 In January 2010, Plaintiff Samick and QRS Music Technologies, Inc. (“Defendant QRS”)
4 entered into an Agreement. October 27, 2016 Declaration of Boyoon Choi, ¶ 2. This Agreement
5 forms the basis for the majority of the claims being presently asserted by Plaintiff Samick against
6 Defendant QRS. *Id.* The 2010 Agreement contains a strict confidentiality provision prohibiting
7 disclosure of the terms of the 2010 Agreement and its accompanying Exhibits to any third party.
8 *Id.* The parties have also agreed to keep confidential and under seal the deposition testimony
9 regarding the parties’ financial information. *Id.*
10

11 The Court previously granted Samick’s Motion to Seal the 2010 Agreement when
12 Samick filed its Complaint. *See* ECF No. 12. The Court previously granted Samick’s Motion to
13 Seal the Motion for Leave to File Under Seal. . . Plaintiff’s Motion for Leave to Amend
14 Complaint and Reopen Discovery and Exhibits Thereto. ECF No. 50.

15 Seeking to honor the Agreements and not breach the terms of the confidentiality
16 provision of the 2010 Agreement and the parties’ agreement to keep the parties’ financial
17 information confidential, Plaintiff seeks permission to file the un-redacted Reply under seal. *Id.*
18 at ¶ 3. The public version of the Reply has been redacted to remove the facts and arguments that
19 refer directly to the terms of the 2010 Agreement or discuss the parties’ financial information.
20 *Id.*
21

22 Plaintiff therefore seeks to file under seal the full un-redacted version of the Reply. Only
23 those portions of the Reply that discuss the terms of or relate to the 2010 Agreement or the
24 parties’ agreement to keep the parties’ financial information confidential have been redacted
25 from the Reply to be filed in the public record. The exhibits to the Reply are not redacted and
26 may be filed in the public record.
27
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1 LR 10-5(b) provides in part "...papers filed with the Court under seal shall be
2 accompanied by a motion for leave to file those documents under seal, and shall be filed in
3 accordance with the Court's electronic filing procedures."

4 In good faith, seeking to honor and not breach the terms of the parties' 2010 Agreement,
5 as well as the parties' agreement to keep financial information confidential, Plaintiff Samick
6 requests that this Court grant its Motion to file the un-redacted Reply In Support of Plaintiff's
7 Motion for Leave to Amend Complaint and Reopen Discovery under seal.

8 Dated this 27th day of October, 2016.

9 By: /s/ Matthew D. Francis
10 BROWNSTEIN HYATT FARBER
11 SCHRECK, LLP
12 Matthew D. Francis
13 Arthur A. Zorio
14 5371 Kietzke Lane
15 Reno, NV 89511

16 By: /s/ Boyoon Choi
17 CHOI CAPITAL LAW PLLC
18 Boyoon Choi
19 520 Pike Tower, Suite 975
20 Seattle, WA 98101

21 Attorneys for Plaintiff
22 Samick Musical Instruments Co., Ltd.

23 IT IS ORDERED:

24 
25 UNITED STATES MAGISTRATE JUDGE

26 DATED: November 3, 2016

CERTIFICATE OF SERVICE

Pursuant to **FRCP 5(b)**, I certify that I am an employee of Brownstein Hyatt Farber Schreck, LLP, and on this 2nd day of November, 2016, I served the document entitled **PLAINTIFF’S RENEWED MOTION TO FILE ITS REPLY IN SUPPORT OF MOTION FOR LEAVE TO AMEND COMPLAINT AND TO REOPEN DISCOVERY UNDER SEAL AND [PROPOSED] ORDER**, on the parties listed below via the following:

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VIA FIRST CLASS U.S. MAIL: by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Reno, Nevada for delivery to the foregoing.

VIA FACSIMILE: by transmitting to a facsimile machine maintained by the person on whom it is served at the facsimile machine telephone number as last given by that person on any document which he/she has filed in the cause and served on the party making the service. The copy of the document served by the facsimile transmission bears a notation of the date and place of transmission and the facsimile telephone number to which it was transmitted.

BY PERSONAL SERVICE: by personally hand-delivering or causing to be hand delivered by such designated individual whose particular duties include delivery of such on behalf of the firm, addressed to the individual(s) listed, signed by such individual or his/her representative accepting on his/her behalf.

VIA COURIER: by delivering a copy of the document to a courier service for overnight delivery to the foregoing parties.

VIA ELECTRONIC SERVICE: by serving via electronic mail.

/s/ Nancy R. Lindsley
Employee of Brownstein Hyatt
Farber Schreck, LLP

DECLARATION OF BOYOON CHOI

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I, Boyoon Choi, do hereby declare and state as follows:

1. I am an attorney at the law firm of Choi Capital Law PLLC located at 520 Pike Street Suite 975, Seattle, Washington 98101. This declaration is based upon my personal knowledge, and is made in support of Plaintiff Samick Musical Instruments Co., Ltd.’s (“Plaintiff” or “Samick”) Renewed Motion to File Its Reply In Support Of Motion to Leave to Amend Complaint and to Reopen Discovery Under Seal.
2. In January 2010, Plaintiff Samick and QRS Music Technologies, Inc. (“Defendant QRS”) entered into an Agreement. This Agreement forms the basis for the majority of the claims being presently asserted by Plaintiff Samick against Defendant QRS. The 2010 Agreement contains a strict confidentiality provision prohibiting disclosure of the terms of the 2010 Agreement and its accompanying Exhibits to any third party. Additionally, the parties have agreed to keep confidential and under seal the parties’ financial information.
3. Seeking to honor the Agreements among the parties, and not breach the terms of the confidentiality provisions, Plaintiff seeks permission to file the un-redacted version of the Reply in Support of Motion for Leave to Amend Complaint and to Reopen Discovery under seal. A redacted version of the Reply in Support of Motion for Leave to Amend Complaint and to Reopen Discovery accompanies this motion.

I declare under penalty of perjury pursuant to the laws of the State of Nevada that the foregoing is true and correct to the best of my knowledge.

Dated: October 27, 2016 at Seattle Washington.

By: /s/ Boyoon Choi
BOYOON CHOI