

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

Evolution Malta Limited, et al.

Plaintiffs

v.

Light &amp; Wonder, Inc., et al.,

Defendants

Case No. 2:24-cv-00993-CDS-NJK

**Order Resolving Defendants' Motions and  
Granting Plaintiffs' Motion to Seal the First  
Amended Complaint**

[ECF Nos. 74, 87, 114]

This is a misappropriation of trade secrets and patent infringement action brought by plaintiffs Evolution Malta Limited, Evolution Gaming Malta Limited, SIA Evolution Latvia, and Uplay1, against defendants Light & Wonder, Inc., and LNW Gaming, Inc. *See* Second Am. Compl. (SAC), ECF No. 125.<sup>1</sup> Pending before the court are defendants' motion to compel arbitration (ECF No. 74), defendants' motion to dismiss plaintiffs' first amended complaint (ECF No. 114)<sup>2</sup>, defendants' motion to dismiss plaintiffs' second amended complaint (ECF No. 156)<sup>3</sup>, and plaintiffs' motion to seal the first amended complaint (ECF No. 87).<sup>4</sup> With the exception of defendants' motion to dismiss the SAC, all motions are fully briefed. Opp'n Mot. to Compel, ECF No. 78; Reply to Mot. to Compel, ECF No. 79; Resp. Mot. to Seal, ECF No. 102;

<sup>1</sup> The specific claims set forth in the SAC are: (1) misappropriation of trade secrets in violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836; (2) misappropriation of trade secrets in violation of the Nevada Trade Secrets (NRS) 600A; (3) infringement of U.S. Patent 10, 629, 024; (4) infringement of US Patent No. 11, 011, 014; (5) infringement of U.S. Patent No. 11, 756, 371; (6) infringement of U.S. Patent No. 9, 905, 074; and (7) infringement of U.S. patent No. 11, 783, 663. *See* ECF No. 125.

<sup>2</sup> Defendants' motion to dismiss plaintiffs' first amended complaint is denied as moot.

<sup>3</sup> The deadline to file a reply to the opposition is September 29, 2025. Accordingly, once this motion is fully briefed, I will consider the pleadings and issue a separate order resolving the motion.

<sup>4</sup> Evolution's motion for leave to file under seal select portions of exhibits 2, 4, and 6 to plaintiffs' first amended complaint (FAC) [ECF No. 87] is granted. Parties "who seek to maintain the secrecy of documents attached to dispositive motions must meet the high threshold of showing that 'compelling reasons' support secrecy." *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006). Plaintiffs' request is narrowly tailored, as Plaintiffs are seeking to seal limited portions of the exhibits because the exhibits contain information designated as Confidential. The court finds that compelling reasons exist to temporarily seal select portions of the plaintiffs' first amended complaint and selected portions of exhibits 2, 4, and 6. Further instructions are included in the conclusion.

1 Reply to Mot. to Seal, ECF No. 108. For the reasons set forth herein, I grant the defendants'  
2 motion to compel arbitration on the two misappropriation of trade secrets claims,<sup>5</sup> deny the  
3 defendants' motion to dismiss the plaintiffs' first amended complaint, and grant the plaintiffs'  
4 motion to seal select portions of exhibits 2, 4, and 6 of the plaintiffs' first amended complaint.

5 **I. Background<sup>6</sup>**

6 Evolution provides a fully-integrated software casino solution to online gaming  
7 operators and land-based casinos. ECF No. 125 at ¶ 12. Evolution was one of the first providers  
8 of B2B live casino, a form of online gambling. Light & Wonder<sup>7</sup> is a cross-platform global gaming  
9 company which supplies gaming machines, gaming content, and casino management systems,  
10 and table game products and services to licensed gaming entities. *Id.* at ¶ 13.

11 In 2018, Evolution launched a new game called "Lightning Roulette" in an online, live  
12 version format. *Id.* at ¶ 14. Unlike like traditional roulette, Lightning Roulette permits one or  
13 more players to place bets electronically through player devices and includes software that  
14 randomly or pseudo-randomly selects one or more numbers on the roulette wheel as "Lucky  
15 Numbers" that are each assigned an increased payout. *Id.* If the ball lands in one of the selected  
16 "Lucky Numbers" on the roulette wheel for that round, the software indicates the payouts to be  
17 made to each player who bet on that number according to the multiplier assigned to that  
18 number. *Id.* Evolution also launched "XXXtreme Lightning Roulette," which increases the  
19 opportunities for bigger payouts. *Id.* at ¶ 17.

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23 <sup>5</sup> The two claims at issue in the arbitration motion are Misappropriation of trade secrets in violation of  
24 the Defend Trade Secrets Act, 18 U.S.C. § 1836, and Misappropriation of trade secrets in violation of the  
25 NRS 600A, which are identified as claims four (IV) and five (V) in the original complaint. *See* ECF No. 1.  
26 However, in the second amended complaint, these claims are identified as claim one (I) and claim two  
(II). *See* ECF No. 125. For ease, I refer to both claims together as the misappropriation trade secret claims.

<sup>6</sup> Unless otherwise noted, citations to the first amended complaint (FAC) (ECF No. 1) or SAC (ECF No.  
125) are to provide context to this action, not to indicate a finding of fact.

<sup>7</sup> I refer to Light & Wonder as L&W and LNW Gaming throughout this order.

1 The U.S. Patent and Trademark Office awarded Evolution several patents for the  
2 innovations created in Lightning Roulette, including the '024, '014, and '371 patents. *Id.* at ¶ 18.  
3 Evolution began looking for a partner to help bring Lightning Roulette to land-based casinos  
4 worldwide. *Id.* at ¶ 24. L&W and Evolution began to negotiate “terms of an agreement” for  
5 producing a physical Lightning Roulette game table to be placed in land-based casinos. *Id.* at ¶¶  
6 25–26. The parties agreed to the terms of a Mutual Non-Disclosure Agreement (NDA), which  
7 provided that “L&W was allowed to use Evolution’s confidential information only to the extent  
8 necessary to evaluate the possibility of developing land-based version of Lightning Roulette, and  
9 ‘not for any other purpose.’” *Id.* at ¶ 26. The parties also negotiated a “Head of Terms” to “set out  
10 their common understanding of the terms of the arrangement.” *Id.* at ¶ 28. This Head of Terms  
11 included a confidentiality provision whereby the parties agreed not to use the other party’s  
12 confidential information for any purpose other than to perform their obligations under the  
13 Heads of Terms. *Id.* The “Heads of Terms identified some of Evolution’s intellectual property  
14 that protects Lightning Roulette which includes the '024 patent and the application that led to  
15 the '014 patent.” *Id.*

16 After the parties agreed to the terms of the NDA and Heads of Terms, “Evolution  
17 disclosed to LNW Gaming Evolution’s proprietary and confidential trade secret information”  
18 involving Lightning Roulette solely so that LNW Gaming could use that information to develop  
19 physical Lightning Roulette game tables. *Id.* at ¶ 29. For instance, Evolution provided to L&W  
20 two math files for Lightning Roulette. *Id.* The math files were marked as “COMPANY  
21 CONFIDENTIAL” and explained the underlying math for the Lightning Roulette game. *Id.* at ¶  
22 30. The math files explain the “frequency with which each multiplier is selected, the frequency  
23 with which the roulette numbers are selected as ‘Lucky Numbers,’ the quantity of ‘lucky  
24 numbers’ selected per spin, the probability of winning a particular payout, and the associated  
25 payouts.” *Id.* Evolution asserts that this information is proprietary and cannot be ascertained  
26 through proper means, such as observing the Lightning Roulette features. *Id.*

1 On March 29, 2021, Evolution and LNW Gaming “entered into an agreement<sup>8</sup>,”  
2 Evolution granted “LNW Gaming an exclusive license to certain [parts of] Evolution’s  
3 intellectual property, including Asserted Patents, but only for the purpose of developing a  
4 physical Lightning Roulette game table to be placed in land-based casinos.” *Id.* at ¶ 32. Evolution  
5 claims that the License “Agreement reiterated LNW Gaming’s obligations to maintain the  
6 confidentiality of Evolution’s confidential and proprietary information, which includes the  
7 Lightning Roulette math files, and not to use Evolution’s confidential and proprietary  
8 information for LNW Gaming’s own or anyone else’s benefit.” *Id.* at ¶ 33. The License  
9 “Agreement further provided that Evolution’s disclosure of confidential and proprietary  
10 information to LNW Gaming shall not be construed as a grant of any rights in or license to that  
11 information.” *Id.*

12 Evolution asserts that after it publicly announced that the parties entered into the  
13 License Agreement, LNW Gaming attempted to terminate the parties’ License Agreement and  
14 their arrangement, by launching an infringing, competing product called “Roulette X.” *Id.* at ¶ 36.  
15 Evolution asserts that “RouletteX’s appearance, features, and functionality are strikingly similar  
16 to Lightning Roulette.” *Id.* at ¶ 38. For instance, RouletteX “randomly selects up to five roulette  
17 numbers and assigns multipliers from 50x to 500x to those randomly selected numbers for each  
18 roulette spin”, and “identifies the randomly selected numbers with an animated lightning strike,  
19 like Lightning Roulette.” *Id.*

20 After learning about RouletteX, Evolution sent L&W “a [demand] letter” asking that  
21 L&W take all steps necessary to refrain from further violating Evolution’s intellectual property  
22 (IP). *Id.* at ¶ 43. The demand letter stated that “L&W’s unauthorized use of Evolution’s trade  
23 secrets, including the Lightning Roulette math files, to develop and launch its own copycat  
24 RouletteX game constitute[d] trade secret misappropriation under the applicable federal and  
25 state law.” *Id.* Evolution further asserts that even after sending the demand letter, L&W did not

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26 <sup>8</sup> Hereinafter “the License Agreement.”

1 cease its violations, and instead, misappropriated and infringed their IP by creating another  
2 “copycat” game called “PowerX”. *Id.* at ¶ 44. Evolution then sent a second demand letter to  
3 L&W. *Id.* at ¶ 45. After Evolution filed this lawsuit, L&W revealed another “copycat game”  
4 called “88 Fortunes Blaze Live Roulette,” *id.* at ¶ 47, and as a result, Evolution sent L&W a third  
5 demand letter regarding “ongoing violations of Evolution’s intellectual property and demanded  
6 L&W cease all infringing activities.” *Id.* at ¶ 49.

7         In the SAC, Evolution brings trade secret misappropriation and patent violation claims  
8 under federal and state law. *See* ECF No. 125 at ¶¶ 137, 152 (bringing misappropriation of trade  
9 secrets claim in violation of the Defend Trade Secrets Act, 18 U.S.C. § 1836 and NRS 600A.).  
10 Evolution asserts that it is the owner of the trade secrets, and “[a]s a result of the NDA, Heads of  
11 Terms, and pursuant to the License Agreement, L&W obtained [their] intellectual property,  
12 including Evolution’s proprietary work product, processes, formulae, trade secrets, and know-  
13 how or similar rights.” *Id.* at ¶¶ 137, 153. Evolution asserts that the proprietary math files for  
14 “Lightening Roulette” constitute trade secrets, *id.* ¶¶ 137, 153, and that it relied on the  
15 confidentiality terms of the NDA to provide LNW Gaming access to its trade secrets for the  
16 purpose of developing physical Lightning Roulette game tables, but L&W improperly acquired  
17 its trade secrets through misrepresentation. *Id.* at ¶¶ 143–144; ¶¶ 158–160. Evolution also asserts  
18 that LNW Gaming improperly used Evolution’s trade secrets to develop RouletteX and PowerX.  
19 *Id.* at ¶¶ 145, 163.

20         Defendants move to compel arbitration on the misappropriating trade secrets claims  
21 arguing that the License Agreement requires arbitration, or in the alternative, argues that those  
22 claims should be dismissed as time-barred. *See* ECF No. 74. Plaintiffs oppose the motion. ECF  
23 No. 78.

1 **I. Legal standard**

2 The Federal Arbitration Act (FAA) “establishes a national policy favoring arbitration  
3 when the parties contract for that mode of dispute resolution.” *Preston v. Ferrer*, 552 U.S. 346, 349  
4 (2008). Under Section 2 of the FAA, it provides that an arbitration agreement “shall be valid,  
5 irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the  
6 revocation of any contract.” 9 U.S.C. § 2. Accordingly, a party seeking to compel arbitration “has  
7 the burden under the FAA to show (1) the existence of a valid, written agreement to arbitrate;  
8 and, if it exists, (2) that the agreement to arbitrate encompasses the dispute at issue.” *Ashbey v.*  
9 *Archstone Prop. Mgmt., Inc.*, 785 F.3d 1320, 1323 (9th Cir. 2015) (citations omitted).

10 Like the FAA, in Nevada “[t]here is a strong presumption in favor of arbitrating a dispute  
11 where a valid and enforceable arbitration agreement exists between the parties.” *SR Constr., Inc. v.*  
12 *Peek Bros. Constr., Inc.*, 510 P.3d 794, 798 (Nev. 2022) (citing *AT&T Techs., Inc. v. Commc’ns Workers of*  
13 *Am.*, 475 U.S. 643, 650 (1986); *Int’l Ass’n of Firefighters, Local No. 1285 v. City of Las Vegas*, 929 P.2d 954,  
14 957 (1996)). “Nevada courts resolve all doubts concerning the arbitrability of the subject matter  
15 of a dispute in favor of arbitration.” *Local No. 1285*, 929 P.2d at 957. “Nevada has a ‘fundamental  
16 policy favoring the enforceability of arbitration agreements,’ and [courts] ‘liberally construe  
17 arbitration clauses in favor of granting arbitration.’” *Uber Techs., Inc. v. Royz*, 517 P.3d 905, 908  
18 (Nev. 2022) (quoting *Tallman v. Eighth Judicial Dist. Court*, 359 P.3d 113, 118–19 (Nev. 2015)). Courts  
19 are guided by a “presumption of arbitrability in the sense that ‘[a]n order to arbitrate the  
20 particular grievance should not be denied unless it may be said with positive assurance that the  
21 arbitration clause is not susceptible of an interpretation that covers the asserted dispute.’” *AT&T*  
22 *Techs., Inc.*, 475 U.S. at 650 (quoting *United Steelworkers of Am. v. Warrior & Gulf Navigation Co.*, 363  
23 U.S. 574, 582–83 (1960)).

24 When analyzing a motion to compel arbitration, the court employs a similar standard to  
25 the summary judgment standard set forth in Rule 56 of the Federal Rules of Civil Procedure.  
26 *Gonzalez v. Comenity Bank*, 2019 U.S. Dist. LEXIS 188514, at \*4 (E.D. Cal. Oct. 30, 2019). Therefore,

1 the moving party must show there is no genuine issue of material fact and it is entitled to an  
2 order compelling arbitration as a matter of law. If a genuine issue of material fact exists, I must  
3 summarily proceed to a bench trial on the issue. 9 U.S.C. § 4; *see also Mayorga v. Ronaldo*, 491 F.  
4 Supp. 3d 840,855, 860 (D. Nev. 2020).

5 Further, the question of whether parties have submitted a dispute to arbitration is “an  
6 issue for judicial determination unless the parties clearly and unmistakably provide otherwise.”  
7 *Wynn Resorts v. Atlantic-Pacific Capital, Inc.*, 497 Fed. Appx. 740, 741 (9th Cir. 2012) (cleaned up); *see*  
8 *Portland GE v. Liberty Mut. Ins. Co.*, 862 F.3d 981, 985 (9th Cir. 2017) (explaining that an  
9 incorporation by reference of the American Arbitration Association (AAA) is an indication of  
10 arbitrability being a question for the arbitrator).

## 11 II. Discussion

12 The arbitration agreement at issue here is included in the License Agreement. *See* License  
13 Agreement, ECF No. 43 at 18, § 15(c). The agreement to arbitrate provides

14 [a]ny Claim not resolved as stated above, and which arises out of or in connection  
15 with this Agreement, shall be finally settled under the Rules of Arbitration of the  
16 International Chamber of Commerce by three arbitrators appointed in accordance  
17 with the said Rules. The third arbitrator, who shall act as president of the arbitral  
18 tribunal, shall be jointly nominated by the other two arbitrators within thirty (30)  
19 days of the appointment of the second arbitrator. If the president of the arbitral  
20 tribunal is not nominated within this time period, then the Court shall appoint  
21 such arbitrator. The seat of arbitration shall be London, England. The arbitration  
22 shall be conducted and the award shall be rendered in the English language. This  
23 arbitration agreement shall be construed in accordance with and governed by the  
24 laws of the State of Nevada in respect of all matters *with the sole exception of matters*  
25 *relating to infringements of IP of the Licensed Property* that shall be construed in  
26 accordance with and governed by the laws of the territory where the IP is held and  
allegedly infringed, without recourse to any choice of law statutes or rules.

23 *Id.*<sup>9</sup>

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25 <sup>9</sup> The License Agreement was filed by the defendants, but it remains sealed. ECF No. 36. Although I  
26 considered the unsealed version of the License Agreement in resolving this motion, I only cite to the  
unsealed version (ECF No. 43) herein.

1 The License Agreement also includes a defined terms section, defining terms such as  
2 “Know-How” and “Licensed Property” *Id.* at 3–4. “Know-How” is defined as “proprietary, non-  
3 public technical data, knowledge, and information used in the development of the Licensed  
4 Property.” *Id.* at 4. “Licensed Property” is defined as “any and all protectable intellectual property  
5 (IP) rights in and to the ‘Lightning Roulette’ game, including but limited to IP rights set out in  
6 Schedule 2, the trademark ‘Lightning Roulette,’ [and] the trade dress and copyrights,” as well as  
7 “Know-How” and “any Derivative Works to the IP rights created hereafter.” *Id.* The License  
8 Agreement further provides

9 [t]he parties acknowledge and agree that they shall bring any claims arising under  
10 or relating to this Agreement within twelve (12) Months from the date of the claim  
11 arising, or, if later, within twelve (12) Months from the date the party claiming first  
12 became or should have become aware of the matters leading to the claim, and  
failure to do so shall result in any such claim automatically and irrevocably  
expiring.

13 ECF No. 43 at 13, § 8(g).

14 Here, there is no question that the arbitration agreement is valid,<sup>10</sup> so the only question  
15 before the court is “whether [the parties] arbitration agreement applies to a particular dispute.”  
16 *See Henry Schein, Inc. v. Archer & White Sales, Inc.*, 586 U.S. 63, 65 (2019).

17 **A. The arbitrability of the misappropriation trade secret claims should be**  
18 **decided by the arbitrator.**

19 L&W raises three main arguments: (1) because the parties incorporated the ICC’s rules,  
20 which delegate questions regarding arbitrability of claims to the arbitrator in their arbitration  
21 agreement, the court must stay the trade secret claims and compel the parties to arbitrate; (2) if  
22 the court concludes it has authority to determine arbitrability, the court should find that  
23 Evolution’s trade secret claims fall under the parties’ arbitration agreement; and (3)  
24 alternatively, if the court concludes that it has jurisdiction over the trade secret claims, it should

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25 <sup>10</sup> Indeed, in its opposition, Evolution does not challenge the validity of the arbitration agreement, so its  
26 validity is conceded. *Ardente, Inc. v. Shanley*, 2010 U.S. Dist. LEXIS 11674, at \*21 (N.D. Cal. Feb. 9, 2010)  
(finding plaintiff’s failure to respond to defendant’s argument a concession through silence). Evolution  
primarily raises an argument that the misappropriation trade secret claims are not subject to arbitration.



1 find that the claims are time-barred under the parties' bargain for one-year limitations period.  
2 ECF No. 74 at 6.

3 In opposition, Evolution argues that L&W's motion to compel arbitration is meritless  
4 because the License Agreement contains a carve out for licensed property, and trade secrets are  
5 licensed property. ECF No. 78 at 6. Second, Evolution argues that the time-bar provision in  
6 Section 8(g) of the License Agreement does not apply to Evolution's claims. ECF No. 78 at 6–7.

7 ***1. The misappropriation claims should be decided by an arbitrator.***

8 As noted above, L&W argues that the parties “have clearly and unmistakably delegated  
9 questions of arbitrability to the arbitrator,” and that there is no question that the parties  
10 adequately incorporated the ICC's Rules into their License Agreement. ECF No. 74 at 7. L&W  
11 therefore contends that by incorporating the ICC Rules into their arbitration agreement, the  
12 parties delegated all arbitrability questions to the arbitrator. *Id.* at 8.

13 Evolution avers that the carve-out provision in the arbitration agreement is clear—it  
14 does *not* apply to any dispute “in relation to the Licensed Property.” ECF No. 78 at 9 (quoting  
15 ECF No. 43). Evolution further argues that “licensed property” means “any and all protectable  
16 intellectual property rights in and to the ‘Lightning Roulette’ game,” *id.*, and that “trade secrets  
17 are therefore ‘Licensed Property,’ and that means that the License Agreement's dispute  
18 resolution provisions—including those concerning arbitration—do not apply to ‘any dispute . . .  
19 in relation to’ them.” *Id.* at 10. Although presented well, a closer look reveals that Evolution's  
20 arguments are directed at convenient, *select* language from the License Agreement, rendering its  
21 arguments unpersuasive.

22 Citing to *Kewanee Oil Company v. Bicron Corporation*, Evolution asserts that trade secrets are  
23 plainly protectable intellectual property and that they are a kind of intellectual property. *See*  
24 ECF No. 78 at 10; 416 U.S. 470, 478 (1974). I agree that trade secrets “are a kind of intellectual  
25 property,” *Lawler v. Smith*, 2025 U.S. Dist. LEXIS 131413, \*16 (W. Wash. July 10, 2025); *see also* 11  
26 U.S.C. § 101(35A)(A) (defining “intellectual property” as including “trade secret[s]”); 18 U.S.C. §

1 1839(3) (defining a trade secret as “all forms and types of financial, business, scientific, technical,  
2 economic, or engineering information” that “the owner thereof has taken reasonable measures to  
3 keep . . . secret” and that “derives independent economic value, actual or potential, from not  
4 being generally known to . . . another person.”); NRS 600A.030 (5) (defining “trade secret” as  
5 “information, including, without limitation, a formula, pattern, compilation, program, device,  
6 method, technique, product, system, process, design, prototype, procedure, computer  
7 programming instruction or code that: (1)[d]erives independent economic value, actual or  
8 potential, from not being generally known to, and not being readily ascertainable by proper  
9 means by the public or any other persons who can obtain commercial or economic value from its  
10 disclosure or use; and (2)[i]s the subject of efforts that are reasonable under the circumstances  
11 to maintain its secrecy.”); *Quintara Biosciences, Inc. v. Rui Feng Biztech, Inc.*, 2025 U.S. App. LEXIS  
12 20382, at \*12 (9th Cir. 2025) (discussing the challenge of disclosing trade secrets during the  
13 discovery phase because of the concern of being overly specific in “defining their intellectual  
14 property”) (citing *InteliClear, LLC v. ETC Global Holdings, Inc.*, 978 F.3d 653, 662 (9th Cir 2020)). But  
15 that does not change the plain language of the “carve out” provision of the License Agreement  
16 upon which Evolution relies. Simply stated, that provision does not provide that matters of IP  
17 infringement should not be subject to arbitration. Rather, that provision states that **if a matter**  
18 **is deemed to fall within infringement of IP**, the matter should be governed by “laws of the  
19 territory where the IP is held and allegedly infringed.” *See* ECF No. 43 at § 15 (emphasis added).  
20 Thus, the determination of whether trade secrets fall under the purview of intellectual property  
21 is a question for an arbitrator to decide in this case. Accordingly, I find that the  
22 misappropriation of trade secret claims to be claims arising “out of or in connection with [the  
23 License Agreement],” so L&W’s motion to compel arbitration is granted.

1                   ***2. The determination of whether the misappropriation claims are time***  
2                   ***barred is a question for the arbitrator to decide.***

3                   L&W asserts as an alternative argument that the parties agreed in their License  
4 Agreement to limit both the forum and timeframe in which disputes related to the License  
5 Agreement would be resolved. ECF No. 74 at 6. They further assert that the parties agreed that  
6 any claim arising under or relating to this License Agreement would be brought within twelve  
7 months from the date the claim arose, and failure to do so would result in the claim expiring.  
8 ECF No. 74 at 6 (citing to Ex. 1 § 8(g)). In opposition, Evolution responds that L&W is seeking  
9 two forms of relief (to compel arbitration and to dismiss) in violation of the local rules.<sup>11</sup> ECF  
10 No. 78 at 15. Evolution also argues that Section 8(g) does not apply to the misappropriation of  
11 trade secrets because “any claim arising under or relating to this Agreement”, ECF No. 43, does  
12 not clearly and explicitly cover Evolution’s trade secret misappropriation claims. ECF No. 78 at  
13 16. Because the arbitrability of the misappropriation of trade secret claims should be resolved by  
14 the arbitrator, the argument that the claims are time-barred should also be decided by the  
15 arbitrator as that argument is connected to claims arising “out of or in connection” to the  
16 License Agreement entered into by the parties.

17 **III. Conclusion**

18                   IT IS HEREBY ORDERED that defendants’ motion to compel arbitration [ECF No. 74]  
19 is granted. The parties must promptly submit these claims to arbitration in accordance with the  
20 License Agreement (ECF No. 43).

21                   IT IS FURTHER ORDERED that plaintiffs’ motion to seal exhibits 2, 4, and 6 to the first  
22 amended complaint [ECF No. 87] is granted. The Clerk of Court is kindly instructed to  
23 maintain the seal on ECF No. 86.

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<sup>11</sup> I note Evolution’s argument but disagree and find L&W makes this argument in the alternative.

1 IT IS FURTHER ORDERED that defendants' motion to dismiss plaintiffs' first amended  
2 complaint [ECF No. 114] is denied as moot.

3 These claims are now stayed pending the outcome of arbitration. The parties must meet  
4 and confer to determine if this decision impacts how the remaining claims should proceed, and  
5 must appear for a status conference on October 30, 2025, at 10:00 a.m. in LV Courtroom 6B.

6 Dated: September 30, 2025

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9 Cristina D. Silva  
10 United States District Judge  
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