

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X		
	:	
YINGLI GREEN ENERGY AMERICAS, INC.,	:	
	:	
Plaintiff,	:	18-CV-6392 (JMF)
	:	
-v-	:	
	:	<u>MEMORANDUM OPINION</u>
HELIENE, INC.,	:	<u>AND ORDER</u>
	:	
Defendant.	:	
	:	
-----X		

JESSE M. FURMAN, United States District Judge:

Plaintiff Yingli Green Energy Americas, Inc. (“Yingli”) and Defendant Heliene, Inc. (“Heliene”) cross-move for summary judgment with respect to their competing claims for breach of contract as well as Yingli’s claims for money had and received, unjust enrichment, breach of the implied covenant of good faith and fair dealing, liquidated damages, and attorney’s fees and costs. Upon review of the parties’ submissions, and for reasons to be explained at a conference to be held on **January 9, 2020, at 9:30 a.m. in Courtroom 1105 of the Thurgood Marshall United States Courthouse, 40 Centre Street, New York, NY**, Heliene’s motion for summary judgment is GRANTED with respect to Yingli’s claims of money had and received, unjust enrichment, and breach of the duty of good faith and fair dealing.

With respect to the parties’ breach-of-contract claims, the Court is inclined to (1) grant Yingli summary judgment with respect to its claim as to PO 008 (and its related claim for attorney’s fees) on the ground that its written cancellation as to that purchase order was valid and (2) deny summary judgment with respect to the parties’ claims as to PO 006, 007, and 009 (and any related claims for liquidated damages and attorney’s fees). But the Court will reserve

judgment on all of these claims pending oral argument to be held at the January 9, 2020 conference. At that time, the parties should also be prepared to address whether there is any basis to maintain their motion papers under seal (or in redacted form) in light of the strong presumption in favor of public access to judicial materials. *See, e.g., Brown v. Maxwell*, 929 F.3d 41, 47-48 (2d Cir. 2019); *Lugosch v. Pyramid Co. of Onondaga*, 435 F.3d 110, 119 (2d Cir. 2006); *see also, e.g., Homeward Residential, Inc. v. Sand Canyon Corp.*, No. 12-CV-5067 (JMF), 2019 WL 5634171, at *3 n.1 (S.D.N.Y. Oct. 31, 2019) (“[M]ere agreement between the parties to keep a document confidential is not sufficient to keep a ‘judicial document’ sealed or redacted”). Finally, if trial is necessary, the parties should be prepared to discuss their amenability to some form of alternative dispute resolution.

SO ORDERED.

Dated: December 23, 2019
New York, New York



JESSE M. FIRMAN
United States District Judge