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Attorneys for Plaintiffs and the Class

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA SAN FRANCISCO DIVISION

CAT BROOKS and RASHEED SHABAZZ, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

THOMSON REUTERS CORPORATION,

Defendant.

Case No. 3:21-cv-01418-EMC-KAW

PLAINTIFFS' ADMINISTRATIVE MOTION TO FILE UNDER SEAL

Judge: Hon. Edward M. Chen

Plaintiffs move pursuant to Civil Local Rules 7-11 and 79-5(c) to seal an exhibit to the Declaration of Steven Weisbrot ("Weisbrot Decl.") that contains the confidential "pricing details comprising the administration cost estimate" that the Court requested. ECF No. 246 at p. 3. The Court recognized that "[s]uch information may be submitted under seal." *Id.*

As required by Civil Local Rules 79-5(c) and 7-11(a), Plaintiffs simultaneously submit (1) the declaration of Andre M. Mura in support of Plaintiffs' Administrative Motion to File Under Seal ("Mura Decl."); (2) an unredacted version of Exhibit A to the declaration of Steven Weisbrot; and (3) a proposed order identifying the exhibit.

I. LEGAL STANDARD

There is a "strong presumption in favor of access" to court records, but "access to judicial records is not absolute." *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006) (citation omitted). The legal standard applicable to whether a document should be sealed depends on whether the document is attached to a dispositive motion or a non-dispositive motion. *See id.* at 1179-80. Documents attached to dispositive motions may be sealed only when the proponent establishes "compelling reasons" for doing so. *Id.* at 1179. Documents attached to non-dispositive motions that relate to the merits only tangentially may be sealed upon a lesser showing of good cause. *Id.* at 1180. Motions to file under seal connected to motions for preliminary approval of class action settlements are subject to the "compelling reasons" standard. *Thomas v. MagnaChip Semiconductor Corp.*, No. 14-CV-01160-JST, 2017 WL 4750628, at *4 (N.D. Cal. Oct. 20, 2017); *In re Yahoo! Inc. Sec. Litig.*, No. 17-CV-00373-LHK, 2018 WL 11349976, at *2 (N.D. Cal. May 9, 2018).

What reasons are sufficiently compelling to justify sealing documents is generally "left to the sound discretion of the trial court." *Ctr. For Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1097 (9th Cir. 2016). Commonly accepted examples of sealable materials, however, are "business information that might harm a litigant's competitive standing," *Nixon v. Warner Commc'ns, Inc.*, 435 U.S.589, 598 (1978), and "confidential financial information," *Prescott v. Reckitt Benckiser* LLC, No. 20-cv-02101-BLF, 2022 WL 847309, at *2

(N.D. Cal. Mar. 22, 2022). The information that Plaintiffs seek to seal here falls into these categories.

II. ARGUMENT

Plaintiffs seek to file under seal only the bid details showing pricing information that the Court requested and already recognized was competitively sensitive and appropriate for sealing. ECF No. 246 at 3. There are compelling reasons to seal this detailed information because it is not available to the public, and public disclosure of this information would harm Angeion Group by allowing its competitors to leverage that detailed information for their own competitive purposes. *Nixon*, 435 U.S. at 598 (holding that "business information that might harm…competitive standing" should be sealed); *Prescott*, 2022 WL 847309, at *2 (collecting cases and noting that when it comes to "confidential financial information . . . [c]ourts within the Ninth Circuit commonly grant sealing requests to protect exactly this type of information"); *Brown v. Brown*, 2013 WL 12400041, at *1 (N.D. Cal. Dec. 30, 2013) (finding compelling reasons to seal business financial information where "the public disclosure of this information could harm these companies if the information was used by its competitors"); *In re Electronic Arts*, 298 F. App'x 568, 569 (9th Cir. 2008) (finding compelling reasons to seal "pricing terms, royalty rates, and guaranteed minimum payment terms"); *DiscoverOrg Data, LLC v. Bitnine Glob., Inc.*, No. 19-CV-08098-LHK, 2020 WL 8669859, at *3 (N.D. Cal. Nov. 6, 2020) ("[C]ourts have found compelling reasons to seal pricing terms."); *Philips v. Ford Motor Co.*, Case No. 14-cv-02989-LHK, 2016 WL 7374214, at *6 (N.D. Cal. Dec. 20, 2016) (concluding that "need to avoid competitive disadvantage in contract negotiations and undercutting by competitors is a compelling reason that justifies sealing").

As the Court asked, Plaintiffs here have narrowly tailored this request to seal only the bid details including specific pricing information that is competitively sensitive and likely to harm Angeion Group if made readily available to the general public and Angeion's competitors.

III. CONCLUSION

For the reasons discussed above and in the supporting Declaration, Plaintiffs respectfully ask the Court to issue an order sealing the designated materials.

DATED: September 25, 2024

Respectfully submitted,

/s/ Andre M. Mura
Andre M. Mura

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