

1 HUESTON HENNIGAN LLP
Robert N. Klieger, State Bar No. 192962
2 rklieger@hueston.com
Vicki Chou, State Bar No. 248598
3 vchou@hueston.com
523 West 6th Street, Suite 400
4 Los Angeles, CA 90014
Telephone: (213) 788-4340
5 Facsimile: (888) 775-0898

6 Attorneys for Plaintiffs
KRAFTON, INC, and KRAFTON AMERICAS,
7 INC (f/k/a PUBG SANTA MONICA, INC.)

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA,
10 WESTERN DIVISION

12 KRAFTON, INC. and KRAFTON
AMERICAS, INC. (F/K/A PUBG
13 SANTA MONICA, INC.),

14 Plaintiff,

15 vs.

16 APPLE INC., GOOGLE, LLC,
YOUTUBE LLC, SEA LIMITED,
17 MOCO STUDIOS PRIVATE
LIMITED (F/K/A GARENA
18 INTERNATIONAL | PRIVATE
LIMITED), and GARENA ONLINE
19 PRIVATE LIMITED,

20 Defendants.

Case No. 2:22-cv-00209-GW-MRW

**PLAINTIFFS' APPLICATION FOR
LEAVE TO FILE UNDER SEAL IN
CONNECTION WITH THE JOINT
STATUS REPORT RE SINGAPORE
ARBITRATION TRIBUNALS FINAL
AWARD**

Judge: Hon. George H. Wu

Complaint Filed: January 10, 2022

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1 TO THE COURT, DEFENDANTS, AND THEIR ATTORNEYS OF RECORD:

2 **NOTICE IS HEREBY GIVEN** that, pursuant to Local Rule 79-5, Plaintiffs
 3 Krafon, Inc, and Krafon Americas, Inc, (“collectively, “Krafon”), file this
 4 Application and the Declaration of Vicki Chou (the “Chou Declaration”) in support of
 5 sealing the following documents and references to such documents, provisionally
 6 under seal by Krafon in connection with the Joint Status Report in Advance of April
 7 29, 2024 Status Conference (the “Status Report”).

Document	Portion to be Sealed
Joint Status Report in Advance of April 29, 2024 Status Conference	Pages 2:12-18; 3:8-24; 4:1-2; 4:10.
Status Report, Exhibit A	Entirety.

13
 14 Krafon brings this application as required by the Local Rules of this district.
 15 Krafon seeks to file Exhibit A to the Status Report and references to this exhibit within
 16 the Status Report under seal because they contain information required to be kept
 17 confidential under the Rules of the Singapore International Arbitration Centre
 18 (“SIAC” and the “SIAC Rules”). This Court has already ordered other materials from
 19 this arbitration proceeding to be sealed. *See* ECF 48, 78, 100, 117, 118.

20 Pursuant to Local Rule 79-5.2.2(b), Krafon submits the Chou Declaration,
 21 identifying the materials designated as confidential and the Designating Party. Counsel
 22 for Plaintiff conferred with counsel for Defendants prior to this filing. Counsel for
 23 Defendants have indicated that they do not oppose sealing these materials.

24 I. IDENTITY OF DESIGNATING PARTY

25 The confidential information belongs to Krafon, and thus Krafon is both the
 26 Filing Party and the Designating Party for this motion. *See* L.R. 79-5.2.2(a).

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1 **II. LEGAL STANDARD**

2 In evaluating a motion to seal documents filed with the court, the district court
3 must “weigh[] the interests advanced by the parties in the light of the public interest
4 and the duty of the courts.” *Nixon v. Warner Commc’n, Inc.*, 435 U.S. 589, 602 (1978).

5 A party seeking to file documents under seal for dispositive motions bears the
6 burden of overcoming the strong presumption in favor of access to court records by
7 articulating compelling reasons supported by specific facts, but for documents attached
8 to non-dispositive motions, a lower standard applies, as the party must show “good
9 cause.” *Compare Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1135 (9th
10 Cir. 2003) (stating the dispositive motion standard), *with Phillips v. Gen. Motors*
11 *Corp.*, 307 F.3d 1206, 1213 (9th Cir. 2002) (stating the “good cause” standard). Under
12 the “good cause” standard, “a ‘particularized showing,’ . . . will ‘suffice[] to warrant
13 preserving the secrecy of sealed discovery material attached to non-dispositive
14 motions’.” *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1180 (9th Cir.
15 2006). As the court in *Kamakana* noted, “the public has less of a need for access to
16 court records attached only to non-dispositive motions because those documents are
17 often ‘unrelated, or only tangentially related, to the underlying cause of action’.”
18 *Kamakana*, 447 F.3d at 1179 (quoting *Seattle Times Co. v. Rhinehart*, 467 U.S. 20, 33
19 (1984)).

20 **III. THERE IS “GOOD CAUSE” TO SEAL THE UNREDACTED VERSION**
21 **OF EXHIBIT A**

22 Krafon seeks to seal the entirety of the SIAC’s Final Award, which is attached
23 as Exhibit A to the Joint Status Report and was requested by the Court in advance of
24 the April 29, 2024 status conference. ECF 178. The Final Award is the type of
25 information that the Court already has ordered be filed under seal. *See* ECF 48, 78,
26 100, 117, 118. As set forth below, Krafon has met the “good cause” standard to seal
27 this document and references thereto.

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1 Courts in the Ninth Circuit allow parties to file information under seal when
2 required by the relevant rules or orders of an arbitration panel. *See Golden Boy*
3 *Promotions, Inc. v. Top Rank, Inc.*, 2011 WL 686362, at *2 (D. Nev. Feb. 17, 2011);
4 *Mastronardi Int'l Ltd. v. Sunselect Produce (California), Inc.*, 2020 WL 469351, at *2
5 (E.D. Cal. Jan. 29, 2020) (“Applying the compelling reasons standard here, the Court
6 concludes that sealing is warranted. This is largely because the Canadian arbitration
7 rules require confidentiality.”). Courts similarly have granted applications to seal
8 motions to compel and supporting material *in their entirety* where the motion is “based
9 on a clause contained in a confidential agreement between the parties,” and where the
10 parties are obligated to adhere to the agreement’s confidentiality requirements. *FeeDx*
11 *Holding Inc. v. Hayday Farms Inc.*, 2017 WL 11632844, at *3 (C.D. Cal. June 6,
12 2017); *see also Golden Boy Promotions, Inc. v. Top Rank, Inc.*, 2011 WL 686362, at
13 *2 (D. Nev. Feb. 17, 2011) (finding the “compelling reasons” standard to be met where
14 the application to seal unredacted copies of pleadings related to a motion to compel
15 arbitration was “supported by the fact that the agreement itself contain[ed] a
16 confidentiality provision and that the arbitrator ordered the parties to keep the details
17 of the agreement confidential”).

18 Pursuant to SIAC Rules 39.1 and 39.3, Krafton is obligated to maintain the
19 confidentiality of non-public information that is filed, submitted, or issued in the
20 parties’ arbitration proceedings. *See* Chou Decl. ¶ 3. Krafton’s application is made in
21 order to comply with the strict confidentiality requirements of the SIAC Rules and the
22 parties’ agreement to keep documents from the prior and current arbitration
23 proceedings confidential. *Id.* Further, Krafton’s application is made to comply with
24 this Court’s prior orders granting the parties’ application to seal material associated
25 with the Parties’ current arbitration proceeding. *See* ECF 48, 78, 100, 117, 118.

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1 **IV. THERE IS “GOOD CAUSE” TO SEAL CONFIDENTIAL**
2 **INFORMATION REFERENCED IN THE STATUS REPORT**

3 Krafton also seeks leave to file information that Krafton and defendant Garena
4 cite in the Status Report under seal, as the information is similar to material from the
5 SIAC materials that the Court already ordered to be sealed. The parts of the Status
6 Report that Krafton seeks to file under seal extensively reference or quote from the
7 Final Award, which, as discussed above, the SIAC Rules 39.1 and 39.3 oblige Krafton
8 to maintain the confidentiality of the Final Award. This is substantially similar to ECF
9 48, 78, 100, 117, and 118. Good cause exists for the Court to seal the portions of the
10 Status Report to comply with Krafton’s obligations under the SIAC Rules. *See Golden*
11 *Boy Promotions, Inc.*, 2011 WL 686362, at *2; *Mastronardi Int’l Ltd.*, 2020 WL
12 469351, at *2.

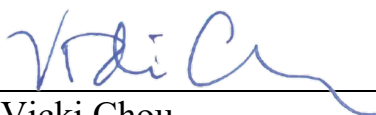
13 **V. CONCLUSION**

14 For the foregoing reasons, Krafton respectfully requests that this Court grant its
15 Application to File Under Seal (1) Exhibit A to the Status Report, and (2) references
16 to the Final Report mentioned in the Status Report.

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18 Dated: April 24, 2024

Respectfully submitted,

HUESTON HENNIGAN LLP

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21 By: 
22 Vicki Chou
23 Attorneys for Plaintiffs
24 KRAFTON, INC, and KRAFTON
25 AMERICAS, INC (f/k/a PUBG
26 SANTA MONICA, INC.)

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