

**FILED**  
San Francisco County Superior Court

AUG 04 2025

CLERK OF THE COURT

BY: Edmund J. [Signature]  
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 304

THOMAS BACKER, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

GAMETIME UNITED, INC.; and DOES 1  
through 20, inclusive,

Defendants.

Case No. CGC-22-599227

ORDER ON (1) PLAINTIFF'S RENEWED  
MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT; AND  
(2) DEFENDANT'S MOTION TO SEAL

Plaintiff's Renewed Motion for Preliminary Approval of Class Action Settlement and Defendant's Motion to Seal came on for regular hearing on August 4, 2025. Prior to the hearing, the Court circulated a tentative ruling to which the parties stipulated. Having considered the arguments and written submissions of the parties, the Court hereby adopts its tentative ruling. Defendant's Motion to Seal is granted in part and denied in part. Plaintiff's Renewed Motion for Preliminary Approval of Class Action Settlement is continued for a supplemental filing. The supplemental filing deadline is October 3, 2025. The issues that must be addressed in the supplemental filing are set forth below.

**I. Renewed Motion For Preliminary Approval**

On October 15, 2024, the Court denied Plaintiff's Motion for Preliminary Approval of Class Action Settlement without prejudice on the grounds that Plaintiff failed to establish the settlement class

1 was ascertainable and that common issues predominated, and that the record was grossly deficient  
2 regarding the fairness of the settlement. (See Oct. 15, 2024 Order, 1-7.) Additionally, the Court noted  
3 deficiencies with the language of the class release, the notice process, and the settlement administrator.  
4 (See Oct. 15, 2024 Order, 8-10.) On July 7, 2025, Plaintiff filed a renewed motion seeking preliminary  
5 approval of an amended settlement agreement. The amended settlement agreement addresses only a  
6 portion of the Court’s concerns. The following issues remain.

7 **A. Settlement Class Certification**

8 Before granting preliminary approval, courts determine whether the proposed settlement presents a  
9 proper class for settlement purposes. In general, “[t]he party advocating class treatment must demonstrate  
10 the existence of an ascertainable and sufficiently numerous class, a well-defined community of interest,  
11 and substantial benefits that render proceeding as a class superior to the alternatives.” (*Brinker*  
12 *Restaurant Corp. v. Super. Ct.* (2012) 53 Cal.4th 1004, 1021; Code Civ. Proc. § 382.) In the settlement  
13 context, class certification is properly subjected to a lesser standard of scrutiny because: (1) to the extent  
14 the class certification requirements are designed to keep a lawsuit manageable for trial, that purpose is  
15 inapposite in the settlement context; and (2) to the extent the class certification requirements are designed  
16 to protect the interests of non-representative class members, that purpose is addressed through the Court’s  
17 fairness analysis. (See *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 n.19.)

18 The Court’s order denying preliminary approval raised questions about class certification. (See  
19 Oct. 15, 2024 Order, 2-3.) In the renewed motion, the Court finds the proposed settlement class is  
20 sufficiently numerous and ascertainable, and Plaintiff’s claims are typical of those of the settlement class.  
21 However, the Court raises the following issues regarding commonality and predominance. Plaintiff’s  
22 renewed motion argues that common issues predominate regarding Defendant’s alleged “failure to  
23 disclose adequately the fees associated with ticket purchases.” (Opening Brief, 15; Valle Decl. ¶¶ 10-11;  
24 see DeiTos Decl. ¶¶ 14-18 [describing similar issues for mobile app users during the class period], 20-23  
25 [describing similar issues for web purchases after April 1, 2019].) However, Defendant declares that from  
26 April 18, 2018 through March 31, 2019, “the fees were displayed separately by default” for users  
27 “viewing specific tickets” on Defendant’s website. (DeiTos Decl. ¶ 19.) These individuals do not appear  
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1 to have been subject to the same allegedly misleading policies because the fees were displayed separately  
2 by default prior to navigating to the checkout. In the supplemental filing, Plaintiff must explain why  
3 individuals who made purchases on the website from April 18, 2018 through March 31, 2019 should be  
4 included in the class definition even though these purchasers were provided a breakdown of the fees prior  
5 to purchase by default. (See, e.g., Valle Decl. ¶ 20 [explaining that the settlement class definition  
6 excludes individuals that navigated to the checkout page prior to purchase because these individuals  
7 “understood that there were fees associated with their ticket purchases”].)

8 **B. Fairness**

9 The Court’s October 15, 2024 Order raised significant concerns regarding the claims-made  
10 approach and reversionary nature of the settlement contemplated by the parties. (See Oct. 15, 2024 Order,  
11 5-7.) The following issues remain unresolved.

12 *First*, the Court noted that the requirement that settlement class members submit a claim form to  
13 collect under the settlement appeared entirely unnecessary. (See Oct. 15, 2024 Order, 5-6.) The parties’  
14 amended settlement agreement retains the provision requiring settlement class members to submit a claim  
15 form to participate in the settlement. (See Valle Decl. Ex. 1 § 4.2; see *id.* at Ex. 1 §§ 1.3, 1.5, 1.8-1.9;  
16 Opening Brief, 4.) In response to the Court’s concern, Plaintiff cites to various cases in which courts  
17 approved class action settlements involving claims forms. (See Opening Brief, 13.) However, Plaintiff  
18 fails to explain why the claim form process is necessary in *this* settlement. Here, there does not appear to  
19 be any good reason for the Court to approve a claims-made settlement, which almost certainly would  
20 result in a low participation rate. First, the claim form collects a purchaser’s contact information and  
21 confirmation that they “purchased a ticket” from Defendant during the Class Period. (See Valle Decl. Ex.  
22 1.C, 1.) However, Defendant already has this information because Defendant maintains a purchase log  
23 that includes a purchaser’s name and contact information, purchase date, and total fees incurred, among  
24 other relevant information. (See DeiTos Decl. ¶¶ 4-5.) Moreover, the settlement agreement appears to  
25 contemplate that the full \$2.5 million Claim Fund will be distributed to participating class members  
26 regardless of whether only a small fraction of the settlement class submits a valid claim form, likely  
27 resulting in significant overcompensation to a small portion of settlement class members. (See Valle  
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1 Decl. Ex. 1 §§ 1.8-1.9, 3.2.) Thus, the claim form serves no real purpose. In the supplemental filing, the  
2 parties must either omit the claim form process or directly address the Court's concerns that claims-made  
3 settlements typically involve low participation rates; the claim form does not appear to collect any  
4 information which is not already in Defendant's possession; and the claims-made process is very likely to  
5 result in an unfair distribution of the Claim Fund.

6 *Second*, the Court raised concerns regarding the proposed credit voucher distribution. The Court  
7 was concerned that the distribution method would overcompensate class members that incurred relatively  
8 low fees and undercompensate individuals who paid higher fees. (See Oct. 15, 2024 Order, 6-7.)  
9 Moreover, the Court was concerned that the unexplained credit voucher limit of \$300 would result in  
10 distribution of only a small portion of the Credit Fund, particularly in light of the claims-made nature of  
11 the settlement. (Oct. 15, 2024 Order, 7.) The parties amended the distribution process, but have not  
12 resolved these issues.

13 The amended settlement agreement contemplates each credit voucher amount will represent 20%  
14 of the initial fees paid by the settlement class member, with a minimum value of \$5 and an increased  
15 maximum value of \$1,000. (See Valle Decl. Ex. 1 §§ 1.8-1.9, 3.2; Opening Brief, 3.) However,  
16 Plaintiff's renewed motion again fails to explain the purpose of limiting the initial credit voucher amount  
17 in this way, even as to the small fraction of individuals who incurred significantly higher fees. (See  
18 DeiTos Decl. ¶ 7 [0.53% of settlement class members incurred over \$500 in fees; \$11,676 represents the  
19 highest fees incurred].) Additionally, the amended settlement agreement further provides:

20 In the event that there are additional credits remaining in the Credit Fund after the Class Members  
21 submitting claims have received 20% of their Initial Fees Paid, those remaining credits shall be  
22 distributed to the Class Members submitting claims based on a pro rata percentage of the Class  
Member's Initial Fees Paid.

23 (Valle Decl. Ex. 1 § 3.2.) It is not clear whether the \$1,000 credit voucher limit applies in this second pro  
24 rata calculation such that the entire \$2.5 million Credit Fund will be disbursed. While the Court  
25 appreciates efforts to distribute the complete \$2.5 million Credit Fund, this approach exacerbates the issue  
26 of overcompensation. Plaintiff estimates that if 10% of settlement class members submit a valid claim  
27 form, the average credit voucher amount will be \$96.91. (Opening Brief, 12.) However, Defendant  
28 declares that settlement class members paid a median of \$40 in fees that ranged from \$3 to \$11,676.

1 (DeiTos Decl. ¶ 7.) Further, nearly 60% of the settlement class incurred \$49.99 or less in fees. (See *id.*)  
2 Yet these individuals could receive significantly more through the pro rata distribution, while individuals  
3 that incurred more than \$1,000 in fees may not receive full reimbursement. The parties shall address the  
4 Court's concerns in the supplemental filing and amend the settlement agreement accordingly.

5 *Third*, the settlement agreement previously contemplated that any credits that remain unused after  
6 the maximum amount is distributed to participating class members will revert to Defendant. The Court  
7 expressed significant concern with this reversion, particularly in combination with the claims-made nature  
8 of the settlement. (See Oct. 15, 2024 Order, 7.) In the amended agreement, the parties omitted the  
9 reversion language. However, the parties have not addressed the reversionary nature of the settlement.  
10 While Plaintiff describes the settlement amount as non-reversionary (see Opening Brief, 12), this is not an  
11 accurate characterization of the settlement. The parties' settlement agreement does not contemplate a  
12 settlement account managed by the Settlement Administrator. Nor does the settlement agreement  
13 contemplate residual funds. Rather, Defendant is responsible for making all settlement payments,  
14 including distributing credit vouchers to settlement class members. (See Valle Decl. Ex. 1 §§ 4.5(b)  
15 [credit vouchers], 3.3(c) [service award], 3.4(a) [attorney's fees and costs], 2.4 [administration costs].)  
16 Further, Defendant will only be liable for the monetary value of individual credit amounts at the time that  
17 a settlement class member uses a credit voucher to purchase a ticket. (See Zaragoza Decl. ¶ 6.) Even if  
18 Defendant distributes \$2.5 million in credit vouchers, Defendant's total liability under the settlement will  
19 depend on the number of participating settlement class members that purchase new tickets and whether  
20 those purchasers use the full credit amount. Should any portion of the credit vouchers remain unclaimed  
21 or unused upon expiration, Defendant will not be liable for that portion of the Credit Fund. Accordingly,  
22 those amounts will essentially "revert" to Defendant. In the supplemental filing, the parties shall  
23 substantially revise the settlement agreement or directly address the Court's concerns regarding the  
24 reversionary nature of the settlement. (See Oct. 15, 2024 Order, 7 [detailing the particularly acute  
25 concerns where settlement funds revert in the context of a claims-made settlement].)

26 **C. Credit Voucher Distribution**

27 The Court raises two additional issues with the credit voucher distribution procedure.  
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1           *First*, the settlement agreement contemplates that Defendant will distribute credit vouchers within  
2 ninety days after the Effective Date. (See Valle Decl. Ex. 1 § 4.5(b).) However, the settlement agreement  
3 does not expressly state how Defendant will distribute the credit vouchers to settlement class members.  
4 The parties shall amend the settlement agreement to state precisely how credit vouchers will be  
5 distributed to participating class members and whether participating class members with unused credit  
6 vouchers will be reminded of the credit.

7           *Second*, the settlement agreement contemplates that Defendant will make an initial payment to  
8 Class Counsel of \$400,000 no later than 45 days after the Effective Date. (*Id.* at Ex. 1 § 3.4(a).)  
9 However, Defendant will have ninety days after the Effective Date to distribute the credit vouchers to  
10 participating settlement class members. (*Id.* at Ex. 1 § 4.5(b).) The Court will not approve a settlement in  
11 which payment is distributed to Class Counsel prior to distribution of the individual settlement amounts.  
12 The parties shall amend the settlement agreement accordingly.

13           **D.     Release**

14           The Court found that the class release contemplated in the initial settlement agreement was  
15 overbroad. (See Oct. 15 2024 Order, 8-9.) Plaintiff contends that the amended class release aligns with  
16 *Amaro*. (Opening Brief, 5-6.) The Court disagrees.

17           In general, a release in a class action settlement must be limited to claims within the scope of the  
18 allegations in the complaint, and courts are directed to “scrutinize class releases to ensure they are  
19 reasonably tethered to the complaint’s allegations.” (*Amaro v. Anaheim Arena Management, LLC* (2021)  
20 69 Cal.App.5th 521, 538.) “[A] court cannot release claims that are outside the scope of the allegations of  
21 the complaint.” (*Id.* at 537.) Further, “the release must be tied to the *factual allegations* in the complaint,  
22 not the claims or theories of liability asserted.” (*Id.* at 538 (emphasis in original).) As the *Amaro* court  
23 explained,

24           A class action settlement must be approved by the court to protect class members whose rights  
25 may not have been given due regard by the negotiating parties. Consequently, courts must remain  
26 vigilant and ensure that class releases do not extend to claims that are beyond the scope of the  
allegations in the complaint. Releases must be appropriately tethered to the complaint’s factual  
allegations.

27 (*Id.* at 538 (cleaned up).) Thus, *Amaro* held that a court erred in granting final approval of a proposed  
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1 class action settlement that contained a release which extended to claims “in any way relating to the same  
2 set of operative facts and/or theories pled” in the complaint, holding that the phrase “in any way relating”  
3 unreasonably extended the release to claims beyond the scope of the allegations in the complaint. (*Id.* at  
4 537; see also, e.g., *Evans v. Wal-Mart Stores, Inc.* (C.D. Cal. Mar. 21, 2022) 2022 WL 22879298, \*4  
5 [denying motion for preliminary approval where scope of release in settlement agreement, which  
6 purported to release any Labor Code § 226 violations that “could have been asserted, but were not  
7 asserted” in the action; “a release is overly broad if it includes claims Plaintiff did not allege nor litigate in  
8 the action”].)

9 Here, the amended settlement agreement purports to release “any and all Claims that . . . any  
10 Settlement Class Member *ever had* . . . in connection with or arising from the Action, the allegations  
11 therein, or the settlement thereof.” (Valle Decl. Ex. 1 § 1.26; see *id.* § 3.5(a).) The settlement agreement  
12 broadly defines released “Claims” to encompass, in relevant part:

13 [A]ny and all actual or potential claims, actions, causes of action, suits, counterclaims, cross  
14 claims, third party claims, contentions, allegations, and assertions of wrongdoing, and any  
15 demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory,  
16 treble, nominal, punitive, exemplary, statutory, or otherwise), attorneys’ fees, costs, expenses,  
17 restitution, disgorgement, injunctive relief, any other type of equitable, legal, or statutory relief,  
18 any other benefits, or any penalties of any type whatever *in connection with or arising out of the*  
19 *claims* that were or could have been asserted in the Action, whether *known or unknown,*  
20 *suspected or unsuspected, contingent or noncontingent, or discovered or undiscovered* . . .  
21 (*Id.* at Ex. 1 § 1.4.)

22 These provisions remain flatly inconsistent with *Amaro* and with Plaintiff’s description of the  
23 release. First, Plaintiff contends that “the release will be limited to the factual allegations alleged by  
24 Plaintiff in his complaint.” (Opening Brief, 6.) The release is *not* tethered to the factual allegations in the  
25 complaint. Rather, the release is tethered to the *claims* asserted and is almost entirely silent as to the  
26 factual allegations in the operative complaint. (See Valle Decl. Ex. 1 §§ 1.4 [purporting to release “any  
27 claims . . . in connection with or arising out of the claims that were or could have been asserted in the  
28 Action” (emphasis added)], 1.26 [defining Released Claims as those claims “in connection with or arising  
from the Action” or “the allegations therein”].) *Amaro* is clear that “the release must be tied to the *factual*  
*allegations* in the complaint, *not the claims* or theories of liability asserted.” (*Amaro*, 69 Cal.App.5th at

1 538 (emphasis added).) Moreover, the release ensnares claims beyond the scope of the allegations by  
2 extending to claims that class members “ever had.” (Valle Decl. Ex. 1 § 1.26.)

3         Additionally, Plaintiff asserts that “[o]nly Plaintiff will be deemed to have released all potential  
4 claims, including all known or unknown claims” and participating class members will release “only  
5 [those] claims alleged in this action.” (Opening Brief, 6.) The plain language of the release directly  
6 contradicts Plaintiff’s assertion. The amended provision purports to release “any and all Claims that any  
7 . . . Settlement Class Member ever had,” including claims that are “*known or unknown, suspected or*  
8 *unsuspected, contingent or noncontingent, or discovered or undiscovered . . .*” (Valle Decl. Ex. 1  
9 §§ 1.4, 1.26; see id. §§ 1.28, 3.5(a).) As the Court’s October 15, 2024 Order explained, by definition, the  
10 assertion of unknown or unasserted claims are not “reasonably tethered to the complaint’s allegations”  
11 and are “outside the scope of the allegations of the complaint,” and therefore cannot be released in a class  
12 action settlement. (*Amaro*, 69 Cal.App.5th at 537-538.) The Court reiterates that it will not approve a  
13 settlement that includes invalid releases.

14         In view of the continued defects in the proposed settlement agreement, the Court will not address  
15 the substance of the proposed class notice and claim form.

16         **E. Notice Process**

17         The Court previously informed that parties that the Settlement Administrator must conduct an  
18 NCOA search prior to mailing notice in order to update the mailing addresses. (Oct. 15, 2024 Order, 9-  
19 10.) The parties have not amended the settlement agreement accordingly. Rather, the parties have  
20 amended the settlement agreement such that the Settlement Administrator will only conduct an NCOA  
21 search in the event that a notice is returned as undeliverable. (See Valle Decl. Ex. 1 § 4.1(c).) In the  
22 supplemental filing, the parties shall amend the settlement agreement to require the Settlement  
23 Administrator to conduct an NCOA search prior to mailing the notice.

24         **F. Disputes and Objections**

25         The Settlement Administrator shall make the final determination as to the validity of any Claim  
26 Form in the event the Parties cannot reach an agreement. (See Valle Decl. Ex. 1 §§ 4.2(c)-(d).) However,  
27 the settlement agreement does not contemplate providing class members with an opportunity to cure a  
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1 deficiency in a claim form. If the claim process remains in the settlement, the parties must amend the  
2 settlement agreement to provide settlement class members an opportunity to cure deficiencies.  
3 Additionally, the settlement agreement must set a reasonable deadline for the Settlement Administrator to  
4 inform the class member of the deficiency and a reasonable deadline for the class member to cure the  
5 deficiency.

6 The settlement agreement requires objecting class members to submit a written objection in  
7 advance of the final approval hearing. (*Id.* at Ex. 1 § 4.4.) Settlement class members must be permitted  
8 to appear at the final approval hearing without having filed a written objection. The settlement agreement  
9 and notices must be amended to clearly state that objecting class members may appear at the final  
10 approval hearing in order to object to the settlement without having filed a written objection.

11 **G. Settlement Administrator**

12 The Court previously directed Plaintiff to submit an estimate from the Settlement Administrator in  
13 any renewed motion. (See Oct. 15, 2024 Order, 10.) Plaintiff has not done so. In the supplemental filing,  
14 Plaintiff must include the most recent bid, estimate, or invoice in a supplemental filing. The bid, estimate,  
15 or invoice must include: (1) the estimated class size; (2) costs for mail and email notice; (3) costs for  
16 hosting a settlement website; (4) costs for calculating the credit vouchers; and (5) expressly state that  
17 costs are “not to exceed” the amount set forth in the settlement agreement.

18 Additionally, it is unclear from the settlement agreement whether the settlement administration  
19 costs and Plaintiff’s service award will be paid separately and in addition to the Credit Fund. (See, e.g.,  
20 Valle Decl. Ex. 1 § 3.4(a) [stating Defendant will pay Class Counsel’s attorneys’ fees and costs separately  
21 and in addition to the class relief].) In the supplemental filing, the parties shall amend the settlement  
22 agreement to explicitly state whether the settlement administration costs and Plaintiff’s service award will  
23 be paid separately and in addition to the \$2.5 million Credit Fund.

24 **II. Motion To Seal**

25 In general, the First Amendment provides a right of access to ordinary civil trials and proceedings.  
26 (*NBC Subsidiary (KNBC-TV), Inc. v. Super. Ct.* (1999) 20 Cal.4th 1178, 1212.) In *NBC Subsidiary*, the  
27 California Supreme Court observed that numerous reviewing courts have found a First Amendment right  
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1 of access to civil litigation documents filed in court as a basis for adjudication. (*Id.* at 1208-1209 & fn.  
2 25.) Since *NBC Subsidiary*, California courts have regularly employed a constitutional analysis in  
3 resolving disputes over public access to court documents. (*Overstock.com, Inc. v. Goldman Sachs Group,*  
4 *Inc.* (2014) 231 Cal.App.4th 471, 485; see also *In re Marriage of Tamir* (2021) 72 Cal.App.5th 1068,  
5 1078 [discussing common law right of access and constitutional right of access].) The First Amendment  
6 principles are embodied in the sealed records rules, rules 2.550 and 2.551 of the California Rules of  
7 Court, promulgated by the Judicial Council. (*Overstock*, 231 Cal.App.4th at 486; *In re Marriage of*  
8 *Tamir*, 288 Cal.App.5th at 1079.)

9 The court may order a record sealed only upon making express findings that: (1) There exists an  
10 overriding interest that overcomes the right of public access to the record; (2) The overriding interest  
11 supports sealing the record; (3) A substantial probability exists that the overriding interest will be  
12 prejudiced if the record is not sealed; (4) The proposed sealing is narrowly tailored; and (5) No less  
13 restrictive means exist to achieve the overriding interest. (*Overstock*, 231 Cal.App.4th at 487; California  
14 Rules of Court, rule 2.550(d).) In its order, the court must identify the facts supporting its issuance.  
15 (*Overstock*, 231 Cal.App.4th at 487.) If the trial court finds the declarations in support of a sealing order  
16 conclusory or otherwise unpersuasive, the trial court may conclude that the moving party failed to  
17 demonstrate an overriding interest that overcomes the right of public access to the records. (*In re*  
18 *Providian Credit Card Cases* (2002) 96 Cal.App.4th 292, 301; see also *In re Marriage of Nicholas*, 186  
19 Cal.App.4th 1566, 1576 [particular facts are necessary to satisfy the constitutional standards for sealing  
20 court records]; *H.B. Fuller Co. v. Doe* (2007) 151 Cal.App.4th 879, 894-899 [describing evidentiary  
21 submissions that were insufficient to support sealing].)

22 Defendant seeks to seal certain text from two declarations and the Opening Brief. In particular,  
23 Defendant moves to seal the entirety of paragraph 4 of the Declaration of Dave Zaragoza, submitted in  
24 support of Plaintiff's Renewed Motion for Preliminary Approval. The paragraph includes general  
25 information as well as the specific dollar amount of Defendant's assets and liabilities. (Zaragoza Decl.  
26 ISO PA ¶ 4.) In addition, Defendant seeks to seal general statements regarding Defendant's current, past  
27 and future profitability and potential impact of a large verdict on its business. (*Id.* ¶¶ 5 [discussing  
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1 Defendant's profitability], 6 [describing the potential impact of a large verdict on Defendant's business];  
2 Opening Brief ISO PA, 12:1-3 [quoting this information]]; Valle Decl. ISO PA ¶ 22 [discussing  
3 Defendant's profitability and ability to pay a large verdict]; Opening Brief ISO PA, 11:22-25 [referencing  
4 this information].)

5 Relying on cases where courts sealed "proprietary financial information, including information  
6 regarding valuations, profits and financial projections," Defendant asserts that the aforementioned  
7 information should be sealed because it contains "specific, non-public financial information regarding  
8 Gametime that would prejudice it greatly if disclosed." (Opening Brief ISO Motion to Seal, 3-4; see *id.* at  
9 1; Motion, 1; Zaragoza Decl. ISO Sealing ¶ 4.) Defendant notes its "strong interest in maintaining the  
10 confidentiality of, and protecting from disclosure, information regarding its assets, liabilities, profitability  
11 and financial outlook." (Opening Brief ISO Motion to Seal, 4.) In particular, Defendant contends that the  
12 potential for competitors to leverage the dollar amount of Defendant's assets and liabilities in efforts to  
13 partner with, acquire, or compete against Defendant constitutes a concrete interest that outweighs the  
14 public's interest in disclosure. (See *id.*; Zaragoza Decl. ISO Sealing ¶ 4.) Defendant contends that the  
15 sealing request is narrowly tailored, as it seeks to seal only specific financial information in which  
16 Defendant maintains a legitimate privacy interest. (See Opening Brief ISO Motion to Seal, 4; Zaragoza  
17 Decl. ISO Sealing ¶ 5.) Defendant further argues that a limited sealing order is the only means to prevent  
18 competitive harm that could result from public disclosure of this information. (*Id.*)

19 This Court finds that the specific dollar amounts of Defendant's assets, liabilities, and net working  
20 capital included in paragraph 4 of the Declaration of Dave Zaragoza should be sealed. While this kind of  
21 balance sheet-type data is not always automatically sealed, this is the type of information that courts often  
22 seal with a fact-specific showing. (See *Universal City Studios*, 110 Cal.App.4th at 1286.) Here,  
23 Defendant has shown that its overriding interest in avoiding competitive harm outweighs the public's  
24 right of access to these specific figures. (Zaragoza Decl. ISO Sealing ¶ 4.) Defendant's concern that  
25 disclosure could be exploited by competitors is a compelling justification for sealing. Likewise, although  
26 it is a closer question, the Court finds that the general discussion of Defendant's profitability and pricing  
27 practices in paragraph 5 and 6 of the Zaragoza Declaration, which are repeated at page 11, lines 22-25 of  
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1 the Opening Brief and paragraph 22 of the Valle Declaration, should be sealed as well.<sup>1</sup>

2           However, the Court finds as to paragraph 4 of the Zaragoza Declaration that the request is not  
3 narrowly tailored and that there is a less restrictive means of achieving the overriding interest. Defendant  
4 should only seal the specific dollar amounts of its assets, liabilities, and net working capital set forth in  
5 Paragraph 4 of the Zaragoza Declaration. The surrounding text should be left unsealed.

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7           IT IS SO ORDERED,

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9           Dated: August 4, 2025



Ethan P. Schulman  
Judge of the Superior Court

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27 <sup>1</sup> Defendant makes clear that it is not seeking to seal paragraphs 18-20 of the Valle Declaration, which  
28 Plaintiffs redacted from the Declaration and from the Opening Brief at pp. 9-10. (Motion, 1 fn. 1.)  
Plaintiff must refile the Valle Declaration and the Memorandum with the unredacted version of those  
paragraphs.

**CERTIFICATE OF ELECTRONIC SERVICE**

(CCP sec. 1010.6(6) & CRC 2.260(g))

I, Edward Santos, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On August 4, 2025, I electronically served:

**ORDER ON (1) PLAINTIFF'S RENEWED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT; AND (2) DEFENDANT'S MOTION TO SEAL**

via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Date: AUG 04 2025

Brandon E. Riley, Court Executive Officer

By: Edward J. Santos

Edward Santos, Deputy Clerk