IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
DENVER DIVISION

CRUSOE ENERGY SYSTEMS LLC,	§	
	§	
***Plaintiff*,**	§	
	§	**Civil Action No. 1:22-cv-2142**
v.	§	**Jury Trial Demanded**
ALKANE MIDSTREAM LLC,	§	
	§	
***Defendant*.**	§	
	§	

PLAINTIFF CRUSOE ENERGY SYSTEMS LLC'S
MOTION TO RESTRICT ACCESS

Pursuant to D.C. COLO. L. Civ. R. 7.2, Plaintiff Crusoe Energy Systems LLC ("Plaintiff" or "Crusoe") respectfully files this Motion to Restrict Access to certain exhibits to the following: (1) Plaintiff Crusoe Energy Systems LLC's Complaint and Demand for Jury Trial and Injunctive Relief [ECF No. 1], (2) Crusoe Energy Systems LLC's Emergency Motion for a Temporary Restraining Order and Preliminary Injunction and Brief in Support [ECF No. 9], and (3) Plaintiff Crusoe Energy Systems LLC's Motion for Expedited Discovery [ECF No. 11]. The restriction level sought is Level 1 (access limited to outside counsel and the Court). Specifically, Plaintiff seeks to restrict access to the following exhibits:

A. Plaintiff Crusoe Energy Systems LLC's Complaint and Demand for Jury Trial and Injunctive Relief

1. Exhibit 3 to the Complaint [ECF No. 8] is a confidential agreement between Crusoe and certain third parties (the "Agreement"). The Agreement contains a confidentiality provision, which states:

> "***Confidential Information***" under this Agreement means all technical and business information that is (i) made available to one or more members of a Party's Group (the "***Non-Disclosing Party's Group***"), directly or indirectly, by the other Party, or developed or acquired by a member of either Party's Group in performance of this Agreement. The Non-Disclosing Party's Group will hold in confidence all Confidential Information. The Non-Disclosing Party's Group may not use Confidential Information for any purpose other than the performance of the Agreement. Crusoe Group may not take any photographs, videos, or other recordings of Company Group's property without Company's prior written consent. ***Neither Party is permitted to use or make mention in any way of the other Party's or its Affiliates' names or mention the existence of this Agreement or the activities contemplated hereunder, without advance written approval from the other Party.*** Except with respect to auditing purposes under *Section 9(d)* above, notwithstanding anything in this Agreement to the contrary, the obligations of each Party set forth in this *Section 14(a)* shall survive for two years following termination or expiration of this Agreement.

(emphasis added). Accordingly, filing the exhibit without restriction and thereby permitting public access to the Agreement may violate the confidentiality provision by disclosing the existence of the Agreement and the activities contemplated thereunder.

2. Exhibit 4 to Plaintiff's Complaint [ECF No. 8-1] is a declaration that discloses the existence of the Agreement, the activities contemplated thereunder, and other technical and business information designated "Confidential" pursuant to the Agreement. Filing this exhibit without restriction may likewise violate the confidentiality provision of the Agreement.

3. Exhibit 5 to Plaintiff's Complaint [ECF No. 8-2] is an email thread which similarly discusses and discloses the existence of the Agreement, the activities contemplated thereunder, and business information designated "Confidential" pursuant to the Agreement. Filing this exhibit without restriction may likewise violate the confidentiality provision of the Agreement.

B. Crusoe Energy Systems LLC's Emergency Motion for a Temporary Restraining Order and Preliminary Injunction and Brief in Support

1. Exhibit A to the TRO Motion [ECF No. 10] is identical to Exhibit 4 to Plaintiff's Complaint. *See supra* ¶ 2. Accordingly, Plaintiff incorporates paragraph 2 by reference.

C. Plaintiff Crusoe Energy Systems LLC's Motion for Expedited Discovery

1. Exhibits A–D to the Motion for Expedited Discovery [ECF No. 12, 12-1, 12-2, 12-3] discuss and disclose the names of the parties to the Agreement, which have been designated "Confidential" under the Agreement. Filing these exhibits without restriction may likewise violate the confidentiality provision of the Agreement.

CONCLUSION

For the foregoing reasons, Plaintiff Crusoe Energy Systems LLC requests that the Court grant this Motion and restrict access to (1) Exhibits 3–5 to Plaintiff's Complaint [ECF No. 8, 8-1, 8-2], (2) Exhibit A to Plaintiff's TRO Motion [ECF No. 11], and (3) Exhibits A–D to Plaintiff's Motion for Expedited Discovery [ECF No. 12, 12-1, 12-2, 12-3], to only outside counsel and the Court.

Dated: August 22, 2022

NORTON ROSE FULBRIGHT US LLP

/s/ Brett C. Govett
Brett C. Govett

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CERTIFICATE OF CONFERENCE

Pursuant to D.C.COLO.LCivR 7.1, Alkane's corporate agent has been served, or is in the process of being served, with the Complaint, Plaintiff's Emergency Motion for Temporary Restraining Order, and all supporting documents. *See* D.C.COLO.LCivR 65.1(a)(2). Plaintiff does not know at this time who is representing Alkane in connection with this action.

/s/ Brett C.Govett
Brett C. Govett

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 22, 2022 all counsel of record who are deemed to have consented to electronic service are being served with a copy of this document via the Court's CM/ECF system. Any other counsel of record will be served in accordance with the Federal Rules of Civil Procedure.

/s/ Brett C. Govett
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