

**UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
WASHINGTON**

Joann LeDoux v. Outliers, Inc., et al.

LeDoux · No. 3:24-cv-05808-TMC · Decided December 1, 2025

OPINION

1 2 3 4 5 UNITED STATES DISTRICT COURT 6 WESTERN DISTRICT OF WASHINGTON
AT TACOMA 7 JOANN LEDOUX, a single woman, Case No. 3:24-cv-05808-TMC 8 Plaintiff,
ORDER ON MOTIONS TO SEAL 9 v. 10 OUTLIERS, INC. (d/b/a THESIS, THESIS 11
NOOTROPICS, FIND MY FORMULA, and FORMULA), a Delaware Corporation; 12 DANIEL
FREED, individually; MATT RUBIN, individually; BRAND 13 NUTRACEUTICALS, INC.
(d/b/a BRAND NUTRA), a New York Corporation; BRAND 14 PACKAGING GRO.

15 Defendants. 16 17 Before the Court is a motion by Defendants Thesis, Daniel Freed, and Matt
Rubin¹ to 18 seal exhibits containing Freed’s personal notes (the “Standup” document) and
Plaintiff’s 19 provisional motion to seal the transcript of Freed’s deposition. Dkts. 140, 165. 20
For the reasons set forth below, the Court GRANTS Defendants’ motion to seal 21 (Dkt.

140). The Court DENIES Plaintiff’s motion to seal (Dkt. 165) as MOOT. The Clerk shall 22 1
Freed is the CEO of Thesis and Rubin is the company’s Director of Supply Chain. Dkt. 45 23 ¶¶
3–4. The Court dismissed all claims against Freed and Rubin without prejudice on October 28,
2025. Dkt. 169. Plaintiff requested leave to amend her complaint to cure deficiencies relating 24
to these defendants on November 13, 2025.

Dkt. 173. 1 STRIKE Exhibit 62 (Dkt. 166) from the record. The Court ORDERS Plaintiff to re-
file any 2 portions of the Freed deposition transcript that are relevant to her summary judgment
response 3 by December 8, 2025.

Before doing so, the parties are ORDERED to meet and confer to 4 determine whether those
portions must be provisionally filed under seal. 5 I. BACKGROUND This case involves product
liability claims brought by Plaintiff Joann LeDoux, a nurse in 6 a military hospital, who purchased
nootropic supplement kits from Defendant Outliers, Inc. 7 (doing business as Thesis or Thesis
Nootropics).

Ledoux alleges that Thesis failed to disclose 8 that their supplements contained amphetamines,
resulting in LeDoux testing positive for 9 amphetamines when subjected to routine drug screening
by the military. 10 Defendants seek to seal exhibits they attached to a joint discovery statement
outlining the 11 parties’ dispute over Plaintiff’s proposed Rule 30(b)(6) deposition of Recoop
LLC. Dkts.

140, 12 141. Exhibits 1–4 are versions of the Standup document, Exhibits 5–7 are “derivative materials 13 that divulge the contents of the Standup document,” and Exhibit 8 contains Thesis’s discovery 14 responses, which it maintains “discuss trade secrets such as the sourcing of ingredients and 15 purity testing processes.” Dkt. 140 at 1. 16 After founding Thesis in January 2017 (then Outliers, Inc.), Freed co-founded Recoop 17 with Anastasia Alt in July 2018.

Dkt. 141-1 at 84, 101–102. Freed remained a manager and 18 shareholder of Recoop from 2018 until February 2020. Id. at 84. Alt, the majority shareholder of 19 Recoop, separately acted as an advisor to Thesis and owned shares in the company until March 20 9, 2021. Id. at 85, 101. Neither Alt nor Recoop are parties to this litigation. 21 The relationship between Alt and Freed soured, and in March 2024, Recoop filed a trade 22 secrets lawsuit against Thesis in the Southern District of New York.

Id. at 85–86, 102; see 23 Recoop LLC v. Outliers Inc., No. 1:24-cv-01810-LJL (S.D.N.Y. 2024). Alt claims she 24 1 discovered the Standup document in 2023, while Recoop was researching allegations of 2 “marketing data misappropriation” that would form the basis for that suit. Dkt. 141-1 at 87. 3 According to Alt, Freed created the Standup document in February 2018 and, in August 4 2018, changed the access settings of the Google Docs web link so “[a]nyone on the internet with 5 the link” could edit and download it.

Id. at 88. In January 2020, Freed navigated to the Standup 6 document in his web browser while logged into biz@getrecoop.com—Recoop’s “primary 7 business account for marketing data and analytics.” Id. at 87–89. In doing so, Freed provided that 8 account with the link to the Standup document and caused it to appear in the “Recent” section of 9 Google Drive, where Recoop found it in 2023.

Id. After Alt learned of the present litigation in 10 February 2025, Recoop provided Plaintiff’s attorney with a copy of the Standup document. Id. at 11 89–90. 12 The Standup document contains roughly 70 pages of Freed’s personal notes, many of 13 which concern Thesis’s business practices and appear relevant to LeDoux’s allegations. Dkt. 142 14 at 7–72.

The document includes various reminders, draft emails, website links, passwords, and 15 scattered notes that are sometimes indecipherable without further context. Id. at 35–42. 16 Defendants contend that the document contains sensitive information like “financials, employee 17 evaluations, customer data, login credentials, business relationships, and strategic plans, among 18 other things.” Dkt.

140 at 2. 19 II. PROCEDURAL HISTORY Despite having already obtained the Standup document from Alt on March 8, 2025, 20 Dkt. 141-1 at 90, Plaintiff also subpoenaed Recoop for the document on March 19, 2025. 21 Dkt. 152 at 52. Thesis opposed the subpoena and, on April 1,

2025, asked this Court to quash it 22 and stay discovery to resolve the then-pending motion to compel arbitration.

Dkt. 73. The Court 23 granted a partial stay permitting only limited discovery, quashed the subpoena as outside the 24 1 scope of that limit, and directed the parties “to meet and confer on a stipulated protective order 2 governing the use of the ‘_Standup’ document already possessed by Plaintiff.” Dkt. 78. Thesis 3 withdrew its motion to compel arbitration less than a month later and the parties resumed 4 discovery under a stipulated protective order granted May 19, 2025.

Dkts. 86–94. 5 The Standup debate resurfaced on September 23, 2025, when Defendants (1) moved for a 6 protective order preventing the Rule 30(b)(6) deposition of Recoop and (2) asked the Court to 7 seal all versions of the Standup document, which Defendants attached to the parties’ joint letter 8 outlining their dispute. Dkts. 140–142. Plaintiff asked the Court to compel discovery of the 9 native Google Docs version of the Standup document.

Dkt. 141 at 8. 10 After hearing oral argument on September 30, 2025, the Court allowed the Recoop 11 deposition to proceed and denied Plaintiff’s request for the native Standup document. Dkt. 148. 12 The Court deferred ruling on Defendants’ motion to seal. Id. Plaintiff responded to the motion on 13 October 9, 2025. Dkts. 154.2 Defendants replied on October 14, 2025.

Dkt. 157. 14 III. LEGAL STANDARD There is a presumption of public access to judicial records and documents. *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 602 (1978). The party seeking to keep documents filed 16 under seal must satisfy the “good cause” or “compelling interest” standard. *Ctr. for Auto Safety v. Chrysler Grp., LLC*, 809 F.3d 1092, 1097 (9th Cir.

2016). “Those who seek to maintain the 18 secrecy of documents attached to dispositive motions must meet the high threshold of showing 19 that ‘compelling reasons’ support secrecy.” *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 20 1172, 1180 (9th Cir. 2006).

In contrast, a “‘good cause’ showing under Rule 26(c) will suffice to 21 keep sealed records attached to non-dispositive motions.” Id. 22 23 2 Plaintiff docketed her responsive brief as a praecipe on October 9, 2025. Dkt. 154. Her 24 “response,” filed the day before, contains only the exhibits thereto. Dkt. 152. 1 Further, this district’s Local Civil Rules require a motion to seal include “[a] specific 2 statement of the applicable legal standard and the reasons for keeping a document under seal, 3 including an explanation of (i) the legitimate private or public interests that warrant the relief 4 sought; (ii) the injury that will result if the relief sought is not granted; and (iii) why a less 5 restrictive alternative to the relief sought is not sufficient.” W.D.

Wash. Local Civ. R. 5(g)(3)(B). 6 Local Civil Rule 5(g)(3)(A) also provides that a party who files a motion to seal must include in 7 the motion a certification that they met and conferred with all other parties “on the need to file 8 the document under seal, to minimize the amount of material filed under seal, and to explore 9 redaction and other alternatives to filing under seal[.]” 10 IV.

DISCUSSION 11 A. Defendants’ motion to seal the Standup document (Dkt. 140) Defendants argue the Court should seal the Standup document because (1) it was attached 12 to a non-dispositive joint stipulation and thus requires only a showing of good cause to seal; 13 (2) it contains “sensitive, non-public, trade secret information” that “will tend to injure Freed and 14 Thesis”; (3) failing to seal the Standup document would “gratify private spite” and “promote 15 public scandal,” given the strained relationship between Alt and Freed; (4) Alt was subject to a 16 confidentiality agreement as part of her employment with Thesis when Freed inadvertently 17 allowed her access to the document with the Recoop email address in 2020; and (5) Plaintiff 18 improperly obtained the document “outside of the discovery process.” Dkt.

140 at 4–6. 19 Aside from referencing a “trademark privilege,” which doesn’t seem applicable here, 20 Plaintiff generally does not dispute that the Standup document contains information that could 21 significantly harm Freed and Thesis if made public. See Dkt. 154 at 21–22. Rather, Plaintiff 22 argues disclosure here is unlikely to cause the “competitive harm” that results from competitors 23 copying something from the disclosing party “without investing their own resources to develop 24 1 it.” Id. at 14 (quoting *FemtoMetrix Inc. v. Huang*, No. 8:22-CV-01624-JWH-KES, 2024 WL 2 3467799, at *3 (C.D.

Cal. June 28, 2024), reconsideration denied, No. 8:22-CV-01624-JWH- 3 KES, 2024 WL 3915136 (C.D. Cal. July 19, 2024)). But competitive harm can also result where, 4 as here, disclosure would “reveal internal strategy and decision-making processes.” *Jones v. 5 PGA Tour, Inc.*, No. 22-CV-04486-BLF, 2023 WL 3594058, at *3 (N.D. Cal. May 22, 2023). 6 Plaintiff primarily argues the Standup document is already public, taking it out of the 7 protective order’s scope and weakening any argument that good cause exists to seal it.

See id. at 8 15–16, 19–22. The Court disagrees and finds good cause to seal the Standup document. 9 According to Plaintiff, the Standup document is public because it “was available for 10 anyone with a link” when Alt downloaded it. Dkt. 154 at 19. But Plaintiff does not contest 11 Defendants’ assertion that “a link-accessible document on Google Drive is not generally findable 12 via an internet search engine or similar tool” and it is unlikely a given person could “simply 13 guess the link to a given Google document.” Dkt.

140 at 6. 14 Alt only obtained access to the Standup document because Freed opened it while logged 15 into the Recoop email address. Dkt. 141-1 at 88–89. There is no indication Freed intended to 16 share the Standup document with Recoop or Alt, or that he ever intentionally shared the 17 document with anyone at all. Plaintiff provides no evidence that anyone but Freed and Alt—let 18 alone the broader public—had access to the link.

19 Alt was also bound by a confidentiality agreement to not disclose any “business, 20 technical, and financial information” she learned while serving as an advisor to Thesis. Dkt. 140 21 at 10.

Even though Alt learned of the document through Freed's work with Recoop, rather than 22 her advising at Thesis, the difference between the two roles is murky. See Dkt.

141-1 at 102 23 ("Alt did not object to, and in fact expressly consented to, [Freed's] simultaneous work for both 24 companies, especially given her status as an investor in and advisor to Thesis where she directly 1 interacted with [Freed] as Thesis' CEO."). At minimum, the sensitive information in the Standup 2 document likely overlaps with what Alt would have learned while advising Thesis.

See id. 3 ("[Alt] was privy to Thesis' internal systems and marketing strategy."). 4 In any event, the record demonstrates the Standup document was not intended to be 5 shared publicly. The document mostly contains scattered notes and bullet points that would be 6 difficult for a recipient to decipher without context. Dkt. 142 at 24–31. Freed's notes about his 7 personal life are interspersed with insider information about the company's strategy, product 8 development, personnel matters, marketing, and advertising.

See Dkt. 142 at 34–35, 41–43. 9 The contents, format, and the way in which Recoop incidentally obtained access to the 10 Standup document all point to "confidential product and business information which is not 11 intended for public disclosure[.]" *Finisar Corp. v. Nistica, Inc.*, No. 13-CV-03345-BLF(JSC), 12 2015 WL 3988132, at *4 (N.D. Cal. June 30, 2015).

Moreover, it is the very information the 13 Court's protective order is designed to shield. See Dkt. 94 at 3 (confidential material includes 14 "competitive or strategic information not readily ascertainable and for which the Designating 15 Party has taken reasonable steps to maintain confidentiality."). Upon learning Plaintiff had a 16 copy of the Standup document, Defendants promptly claimed it was confidential, attempted to 17 claw it back, and asked the Court to prevent its public filing.

Dkt. 141-1 at 2–3, 14; Dkt. 73. 18 These steps further indicate the document is confidential and not publicly available. 19 And while it is technically true that anyone could access the Standup document if they 20 somehow guessed the characters in the link, this would be akin to "rattling the handle... until 21 the lock disengages." *Vox Mktg. Grp. v. Prodigy Promos*, 556 F. Supp. 3d 1280, 1287 (D.

Utah 22 2021) (discussing access "without authorization" under the Computer Fraud and Abuse Act). 23 24 1 The fact that the Standup document is "publicly available to anyone with the link" does not make 2 it "publicly available" in the broader sense, as Plaintiff suggests. Dkt. 154 at 19.3 3 Plaintiff's remaining arguments similarly fail.

For example, Plaintiff argues the Standup 4 document is not "discovery material" subject to the protective order because it was obtained 5 outside of discovery. Dkt. 154 at 10–11. But as Defendants note, the protective order also covers 6 "copies" of documents produced during

discovery and designated as confidential. Dkt. 140 at 10. 7 Additionally, Plaintiff's argument ignores that the Court specifically asked the parties to draft a 8 protective order "governing the use of the 'Standup' document already possessed by Plaintiff." 9 Dkt.

78 at 2 (emphasis added). The resulting protective order clearly applies to the Standup 10 document. 11 The Court finds good cause to seal the Standup document and GRANTS Defendants' 12 motion. Dkt. 140. 13 B. Plaintiff's motion to seal Freed's deposition transcript (Dkt. 165) 14 Plaintiff attached Exhibit 62, the transcript from the Freed deposition, in support of her 15 response to Defendants' pending summary judgment motion.

Dkt. 166. Because Defendants 16 previously designated portions of the transcript as confidential under the Court's protective 17 order, Plaintiff filed a motion to seal the exhibit. Dkt. 165 at 3; LCR 5(g)(3)(B). In doing so, 18 however, Plaintiff failed to comply with LCR 10(e)(10), which requires that parties "submit only 19 those excerpts of the referenced exhibits that are directly germane to the matter under 20 consideration, or necessary to provide relevant context." 21 22 23 3 That the link appears in a public training video also does not bring it into the public domain, as it appears only partially—leaving a curious viewer to guess the remaining characters in the link 24 before accessing it.

Dkt. 140 at 34. 1 Plaintiff cites the entire transcript in her brief to support her claims that (1) Freed 2 admitted to three complaints by customers for positive drug tests; and (2) that Freed "has had 3 access to Adderall with a prescription and without it." Dkt. 159 at 35 (citing Dkt. 166). Plaintiff 4 does not contest Defendants' assertion that only 14 pages of testimony are relevant to these 5 claims and that, aside from the name of a business partner on page 60, Defendants did not 6 designate those pages as confidential.

Dkt. 170 at 2; Dkt. 171 at 6. Although Plaintiff replies that 7 her filing was correct because "the two rules operate in tandem," she offers "to submit a revised, 8 excerpted version of the deposition transcript and exhibits provisionally under seal, limited to the 9 pages and lines directly germane to the summary-judgment record." Dkt. 171 at 4, 6. 10 To reduce unnecessary motion practice, the Court clarifies the interaction between LCR 11 5(g) and LCR 10(e)(10) as follows: 12 • First, Plaintiff should determine what portions of a document are "directly germane" 13 or "necessary to provide relevant context" to the arguments in her brief.

14 LCR 10(e)(10).4 15 • Second, Plaintiff should determine whether Defendants have designated any of these 16 portions as confidential under the Court's protective order, thus triggering 17 LCR 5(g)(1)(A). 18 • Third, if any portions have been designated as confidential, the parties should meet 19 and confer "in an attempt to reach agreement on the need to file the document under 20 seal, to minimize the amount of material filed under seal, and to explore redaction and 21 other alternatives to filing under seal." LCR 5(g)(3)(A).

22 23 4 In future submissions, Plaintiff should also “cite the page and line of any part of the transcript 24 or record to which [her] pleadings, motions or other filings refer.” LCR 10(e)(6). 1 • Finally, if the parties cannot reach an agreement, Plaintiff should file the document 2 provisionally under seal. LCR 5(g)(2)(B). If Plaintiff does not believe sealing the 3 exhibit is warranted, she need only certify that she met and conferred with Defendants 4 under LCR 5(g)(3)(A) and need not write a statement explaining the reasons for 5 sealing pursuant to LCR 5(g)(3)(B).

6 Here, the parties seem to agree that relevant transcript pages contain some information 7 Defendants designated as confidential—at minimum, “the name of a business partner on page 8 60.” Dkt. 170 at 2. Plaintiff can therefore begin at step three. 9 Accordingly, Plaintiff shall re-file any portions of the Freed deposition transcript that are 10 relevant to her summary judgment response.

Before doing so, the parties shall meet and confer 11 pursuant to LCR 5(g)(3)(A) to determine whether Plaintiff must provisionally file those portions 12 under seal. 13 The Court DENIES Plaintiff’s motion to seal (Dkt. 165) as MOOT.

The Clerk shall 14 STRIKE Exhibit 62 (Dkt. 166) from the record. 15 V. CONCLUSION 16 The Court GRANTS Defendants’ motion to seal. Dkt. 140. 17 The Court DENIES Plaintiff’s motion to seal as MOOT. Dkt. 165. The Clerk shall 18 STRIKE Exhibit 62 (Dkt. 166) from the record.

The Court ORDERS Plaintiff to re-file any 19 portions of the Freed deposition transcript that are relevant to her summary judgment response 20 by December 8, 2025. Before doing so, the parties are ORDERED to meet and confer to 21 determine whether those portions must be provisionally filed under seal. 22 23 24 1 Dated this 1st day of December, 2025. 2 a 3 Tiffany M. Cartwright 4 United States District Judge 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24