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10 *and Tigers Baseball LV, Inc.*

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

9 BRITTANEY ROBERTSON, an individual; and
10 WESLEY ROBERTSON, an individual,
11
12 Plaintiffs,

Case No.: A-22-859490-C
Dept. No.: 9

13 vs.

14 KODY GORDEN, an individual; MICHAEL
15 STILES, an individual; FRASER INOUE, an
16 individual; TIGERS BASEBALL LV, INC., a
17 Domestic Nonprofit Corporation; ADJ
18 BASEBALL, LLC dba RAWLINGS TIGERS, a
19 Missouri company; DOES I through X,
20 inclusive; and ROE CORPORATIONS I through
21 X, inclusive,
22
23 Defendants.

NOTICE OF PUBLIC VERSION OF
DEFENDANTS’ MOTION TO SEAL
AND/OR REDACT ANY REFERENCE TO
DEFENDANTS’ NAMES IN ALL
FILINGS FILED “UNDER SEAL” ON
OCTOBER 16, 2024

24 **AND RELATED MATTERS**

25 Defendants/Counterclaimants KODY GORDEN (“Gorden”) and TIGERS BASEBALL
26 LV, INC. (“TBLV” and, collectively with Gorden, “Defendants”), by and through their attorney
27 of record, DALE A. HAYES, JR., ESQ. of the law firm of HAYES WAKAYAMA JUAN, hereby
28 files this Notice of Public Version of Defendants’ Motion to Seal And/Or Redact Any Reference
to Defendants’ Names In All Filings Filed “Under Seal” on October 16, 2024, a copy is of which
is attached hereto.

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing **NOTICE OF PUBLIC VERSION OF DEFENDANTS’ MOTION TO SEAL AND/OR REDACT ANY REFERENCE TO DEFENDANTS’ NAMES IN ALL FILINGS FILED “UNDER SEAL” ON OCTOBER 16, 2024** was submitted electronically for filing and service with the Eighth Judicial District Court on the 13th day of December, 2024. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:¹

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/s/ Yamilet Meza
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¹ Pursuant to the Nevada Electronic Filing and Conversion Rules, Rule 9(c), each party who is a registered user with EFS consents to electronic service in accordance with NRCP 5(b)(2)(E).

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7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

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21 AND RELATED MATTERS

Case No.: A-22-859490-C
Dept. No.: 9

DEFENDANTS’ MOTION TO SEAL
AND/OR REDACT ANY REFERENCE TO
DEFENDANTS’ NAMES IN ALL
FILINGS

HEARING NOT REQUESTED

22 Defendants/Counterclaimants KODY GORDEN (“Gorden”) and TIGERS BASEBALL
23 LV, INC. (“TBLV” and, collectively with Gorden, “Defendants”), by and through their attorney
24 of record, DALE A. HAYES, JR., ESQ. of the law firm of HAYES WAKAYAMA JUAN, hereby
25 file this Motion to Seal and/or Redact Any Reference to Defendants’ Names in All Filings
26 (“Motion”). This Motion is made and based on the papers and pleadings on file herein,
27 Defendants’ settlement agreement with Plaintiffs, the attached exhibits and the attached
28 Memorandum of Points and Authorities.

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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION.

Plaintiffs’ instant lawsuit publicly accuses Defendants of highly sensitive and stigmatizing offenses. Such offenses are particularly damaging to Gorden given his career coaching and training little league baseball players. As this Court is aware, Plaintiffs recently settled with Gorden and TBLV. As a material term to inducing Defendants to compromise and settle the dispute, the Parties agreed to cooperate to seal and/or redact any and all references to Gorden and/or TBLV. As Defendants and Plaintiffs have performed all obligations under the settlement except sealing/redacting the foregoing names, the instant Motion follows.

II. STATEMENT OF FACTS.

1. On October 6, 2022, Plaintiffs filed their Complaint against Gorden, Michael Stiles, Fraser Inouye, TBLV, Rawlings Sporting Goods Company, Inc., and Rawlings Tigers, asserting causes of action for Negligence; Gross Negligence and/or Reckless Misconduct; Negligent Hiring, Supervision, Training and Retention; Negligence by Vicarious Liability; Battery; Assault; Negligent Infliction of Emotional Distress; Civil Conspiracy; Invasion of Privacy – Public Disclosure of Private Facts; Defamation – Slander; and Loss of Consortium.¹

2. Plaintiffs’ claims against Gorden were salacious and included allegations of sexual assault, dissemination of sensitive materials and the use of a minor to coerce the exchange of inappropriate sexual materials. Such claims were and are particularly damaging to Gorden as he earns a living coaching and training little league baseball players.²

3. On November 29, 2022, Defendants filed a Motion for Rule 11 Sanctions against Plaintiffs.³ Two of the other defendants joined in the foregoing motion.

4. On January 6, 2023, Plaintiffs filed their Opposition to Defendants’ Motion for

¹ See October 6, 2022, Complaint and Jury Demand on file herein.

² See Declaration of Kody Gorden attached as **Exhibit A** at ¶ 5.

³ See November 29, 2022, Motion for Rule 11 Sanctions on file herein.

1 Rule 11 Sanctions, and a Counter-motion for Rule 11 Sanctions.⁴

2 5. On February 13, 2023, Plaintiffs filed their Amended Complaint and Jury Demand
3 against Gorden, Michael Stiles, Fraser Inouye, TBLV, and ADJ Baseball LLC dba Rawlings
4 Tigers (“Rawlings”).⁵

5 6. On March 8, 2023, the Court denied the Motions and Counter-motion for Rule 11
6 Sanctions, including all joinders thereto.⁶

7 7. On June 16, 2023, Plaintiffs filed their Second Amended Complaint and Jury
8 Demand against Gorden, Michael Stiles, Fraser Inouye, TBLV and Rawlings.⁷

9 8. On March 22, 2023, Gorden filed a Counterclaim against Plaintiffs, asserting
10 causes of action for Intentional Interference with Prospective Economic Advantage, Intentional
11 Interference with Contractual Relationships, Defamation, Abuse of Process, Invasion of Privacy –
12 False Light, Intentional Infliction of Emotional Distress, Civil Conspiracy, and Concert of Action
13 against Plaintiffs.⁸

14 9. The Parties then submitted the matter to private mediation which occurred on
15 February 2, 2024 and April 3, 2024. Michael Stiles, Rawlings, Gorden and TBLV settled with
16 Plaintiffs at the time of the Mediation. Accordingly, the only remaining claims and defenses in the
17 lawsuit were and are those between Fraser Inouye and Plaintiffs.

18 10. Defendants (Gorden and TBLV) and Plaintiffs entered into a separate Settlement
19 and Release Agreement (“Agreement”). Given the highly sensitive and salacious nature of
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23 ⁴ See January 6, 2023, Opposition to Motion for Rule 11 Sanctions, and a Counter-motion for Rule 11
24 Sanctions on file herein.

25 ⁵ See February 13, 2023, Amended Complaint and Jury Demand on file herein.

26 ⁶ See March 8, 2023, Order Denying Motion for Rule 11 Sanctions and Counter-motion for Sanctions But
27 Providing Limited Relief on use of Minors’ Names on file herein.

28 ⁷ See June 16, 2023 Second Amended Complaint on file herein.

⁸ See March 22, 2023 Answer and Counterclaim on file herein.

1 Plaintiffs’ allegations, and as a material term and inducement⁹ for Defendants to agree to settle,
2 Plaintiffs and Defendants agreed to “seal the proceedings, including all filings in the [l]awsuit.”

3 The relevant clause from the Agreement provides as follows:

4 [t]he Parties stipulate and agree to take whatever steps necessary to seal the
5 proceedings, including all filings in the Lawsuit. To that end, Defendants will be
6 preparing a motion to seal proceedings pursuant to the Nevada Rules for Sealing
7 and Redacting Court Records (“SRCR”), Rule 3(4)(e). Upon Defendants’ filing of
8 the foregoing motion, Plaintiff agrees to cooperate and facilitate the sealing process
9 including but not limited to filing a joinder or non-opposition to Defendant’s
10 motion. Should the Court deny the foregoing motion, the Parties agree to stipulate
11 to the redaction of all content, allegations and statements contained in the Court file
12 and/or filings. Each Party shall be permitted to designate the specific content,
13 allegations and statements to be redacted.¹⁰

14 Defendants and Plaintiffs have performed all obligations under the Agreement except sealing
15 relevant filings in the proceedings. The instant Motion follows.

16 **III. LEGAL ARGUMENT.**

17 Pursuant to SRCR Rule 3(1), “[a]ny person may request that the court seal or redact court
18 records for a case that is subject to these rules by filing a written motion . . .” SRCR Rule 3(1).
19 SRCR Rule 3 sets forth the grounds upon which the Court may seal or redact documents or exhibits
20 filed with the Court. Rule 3(4), in pertinent part, provides:

21 4. Grounds to seal or redact; written findings required. The court may
22 order the court files and records, or any part thereof, in a civil action to be sealed
23 or redacted, provided the court makes and enters written findings that the specific
24 sealing or redaction is justified by identified compelling privacy or safety interests
25 that outweigh the public interest in access to the court record. The parties’
26 agreement alone does not constitute a sufficient basis for the court to seal or redact
27 court records. The public interest in privacy or safety interests that outweigh the
28 public interest in open court records include findings that:

- (a) The sealing or redaction is permitted or required by federal or state law;
- (d) The redaction includes only restricted personal information contained in the court record; and
- (e) The sealing or redaction is of the confidential terms of a settlement agreement of the parties.

26 ⁹ See **Ex. A** at ¶ 7.

27 ¹⁰ See June 27, 2024, Settlement and Release Agreement attached as **Exhibit B** at Section XV (filed under
28 seal)

1 (h) The sealing or redaction is justified or required by another identified
2 compelling circumstance. SRCR 3(4)(a), (d), (e) and (h).
3 Here, the sealing of the Motion is justified under Subsections (a), (b), (e) and (h). Additionally,
4 Rule 10 permits a party to proceed in a lawsuit under a pseudonym “when anonymity is necessary
5 to preserve privacy in a matter of sensitive and highly personal nature.” *Does I thru XXIII v.*
6 *Advanced Textile Corp.*, 214 F.3d 1058, 1068 (9th Cir. 2000).

7 First, in addition to the foregoing state rule, federal and state law certainly support sealing
8 filings that concern allegations of sexual assault. In an analogous situation,¹¹ the Ninth Circuit is
9 clear that a party may proceed under a pseudonym “when anonymity is necessary to preserve
10 privacy in a matter of sensitive and highly personal nature.” *Advanced Textile Corp.*, 214 F.3d at
11 1068. Although a Nevada State Court has yet to enter a ruling on the issue, the Nevada Federal
12 Court recently issued an opinion holding, “[t]he Court has typically allowed plaintiffs to proceed
13 anonymously when the matter is sensitive and highly personal in nature.” *Doe v. Nevada ex. rel.*
14 *Dep't of Health & Hum. Servs. Div. of Child & Family Servs.*, 2:23-CV-01929-APG-MDC, 2024
15 WL 518884, at *2 (D. Nev. Feb. 8, 2024). Accordingly, sealing and/or redacting Gorden’s name
16 from the filings in this lawsuit is permissive under both state and federal law; in fact, it is “typically
17 allowed.” Next, Gorden is only seeking to redact his name and other personally identifying
18 information. *See* SRCR 3(4)(d). Such information is not necessary for the public to review and/or
19 follow the lawsuit. Although the information sought to be redacted is not exactly a confidential
20 term of a settlement agreement, the Parties did agree to make any references to Gorden’s name
21 protected from public disclosure as a material term of the settlement agreement. *See* SRCR 3(4)(e).

22 Finally, “[t]he [requested] sealing or redaction is justified or required by another identified
23 compelling circumstance.” *See* SRCR 3(4)(h). As testified by Gorden, the already sensitive and
24 stigmatizing allegations are particularly bad for him as he earns a living coaching and training little
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27 ¹¹ The facts from *Advanced Textile* involved a party seeking to proceed under a pseudonym pursuant to
28 Rule 10 versus a party seeking to seal/redact his name from a lawsuit under both NRCP 10 as well as SRCR
3.

1 league baseball players.¹² The publicized allegations have negatively impacted his reputation and
2 livelihood.¹³ In fact, even before Plaintiffs filed their lawsuit, their public claims against Gorden
3 caused an internationally recognized youth baseball program to sever its professional ties with
4 him.¹⁴ Moreover, since Plaintiffs lawsuit has been filed, Gorden has experienced a substantial
5 drop in revenue due to lost clients and prospective clients.¹⁵ Gorden further testified¹⁶ that three
6 terms of the Agreement were material in inducing him into settling: (1) the non-admission of
7 liability clause¹⁷; (2) the confidentiality/non-disparagement clause¹⁸; and (3) and the “sealing of
8 proceedings” clause.¹⁹ Under the circumstances, the grounds for sealing and/or redaction are
9 compelling. *See* NRCPC 10 and SRCR 3(4).

10 The right of access to judicial records is not absolute. *Nixon v. Warner Commc’ns*, 435
11 U.S. 589, 598, 98 S. Ct. 1306 (1978). Here, sealing and/or redacting Gorden’s name and other
12 identifying information is justified by the privacy interests possessed by Gorden. Accordingly,
13 the Parties joint request should be granted in its entirety and Gorden’s name on all filings to date
14 should be sealed and/or redacted entirely from the public. More specifically, the names “Kody
15 Gorden,” “Gorden” and “Tigers Baseball LV, Inc.” in all filings and future filings should be sealed
16 and/or redacted entirely from the public. Equally as important, Plaintiffs will clearly not be
17 prejudiced by such sealings/redactions as they agreed to the same as a material term of the
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21 ¹² *See* **Ex. A** at ¶ 5.

22 ¹³ *See* **Ex. A** at ¶ 5.

23 ¹⁴ *See id.*

24 ¹⁵ *See id.* at ¶ 6.

25 ¹⁶ *See id.* at ¶ 8.

26 ¹⁷ *See* **Ex. B** at Section VI.

27 ¹⁸ *See* **Ex. B** at Section XIII.

28 ¹⁹ *See id.* at Section XV.

1 settlement agreement with Defendants.²⁰

2 **IV. CONCLUSION.**

3 Based on the foregoing, Defendants’ respectfully request that this Motion be granted in its
4 entirety and that any references to “Kody Gorden,” “Gorden” and “Tiger Baseball LV, Inc.” in all
5 filings and future filings be sealed and/or redacted in this matter.

6 DATED this 16th day of October, 2024.

7 **HAYES | WAKAYAMA | JUAN**

8
9 By /s/ Dale A. Hayes, Jr., Esq.
10 DALE A. HAYES, JR., ESQ.
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13 Las Vegas, Nevada 89113
14 *Attorneys for Kody Gorden*
15 *and Tigers Baseball LV, Inc.*

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28 ²⁰ See **Ex. B.**

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **DEFENDANTS’ MOTION TO SEAL AND/OR REDACT ANY REFERENCE TO DEFENDANTS’ NAMES IN ALL FILINGS** was submitted electronically for filing and service with the Eighth Judicial District Court on the 16th day of October, 2024. Electronic service of the foregoing document shall be made in accordance with the E-Service List as follows:²¹

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Robertson*

/s/ Yamilet Meza
An employee of Hayes Wakayama Juan

²¹ Pursuant to the Nevada Electronic Filing and Conversion Rules, Rule 9(c), each party who is a registered user with EFS consents to electronic service in accordance with NRCP 5(b)(2)(E).

Exhibit A

DECLARATION OF KODY GORDEN

KODY GORDEN, declares as follows:

1. I am over the age of 18 years and have personal knowledge of the facts stated herein, except for those stated upon information and belief, and as to those, I believe them to be true. I am competent to testify as to the facts stated herein in a court of law and will so testify if called upon.

2. I am a twenty-five-year resident of Las Vegas, Nevada. I have an extensive baseball career. After playing college baseball, I played three years of professional baseball in the Pecos League and Frontier League. In 2016, I accepted a coaching position with a youth club baseball team and have been coaching and/or training youth baseball players since that date.

3. Plaintiffs filed suit against me, my company Tigers Baseball LV, Inc., and other defendants, on October 6, 2022.

4. Plaintiffs' claims against me were and are salacious and highly stigmatizing. Such claims included allegations of sexual assault, the improper dissemination of sensitive materials and the use of a minor to coerce the exchange of inappropriate sexual materials.

5. Plaintiffs' accusations and claims against me were and are particularly damaging to me as I earn a living coaching and training little league baseball players. The publicized allegations have negatively impacted my reputation and livelihood. In fact, even before Plaintiffs filed their lawsuit, their public claims against me caused an internationally recognized youth baseball program to sever its professional ties with me.

6. Since Plaintiffs lawsuit has been filed, I have experienced a substantial drop in revenue due to lost clients and prospective clients.

7. Given the highly sensitive and salacious nature of Plaintiffs' allegations against me, and as a material term and inducement for me to agree to settle, Plaintiffs agreed to "seal the proceedings, including all filings in the [l]awsuit."

8. There were three terms that I required before I would agree to compromise and settle with Plaintiffs: (1) the non-admission of liability clause; (2) the confidentiality/non-

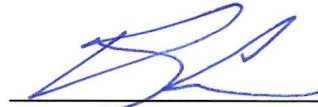
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disparagement clause; and (3) and the “sealing of proceedings” clause. Plaintiffs agreed to all of the foregoing terms.

9. I therefore respectfully request that the Court seal and/or redact and any all references in this lawsuit (Case No. A-22-859490-C) to my name (“Kody Gorden” and/or “Gorden”) and the name of my company (“Tigers Baseball LV, Inc.”)

Pursuant to NRS § 53.045, I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

DATED this 15th day of October, 2024.



KODY GORDEN

Exhibit B

CONFIDENTIAL - SUBMITTED UNDER SEAL