

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA**

IN RE:

COPSYNC, INC.

Debtor

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CASE NO.: 17-12625

CHAPTER 11

**DEBTOR'S AMENDED MEMORANDUM IN SUPPORT OF
EX PARTE MOTION TO FILE DOCUMENTS UNDER SEAL**

NOW INTO COURT, through undersigned counsel, comes COPsync, Inc. ("Debtor"), a debtor-in-possession and respectfully submits this Amended Memorandum in Support of the *Ex Parte* Motion to File Document Under Seal ("Amended Motion to Seal").

1. In compliance with page 7, paragraph 8 a. of this Court's Order (A) Authorizing and Approving Bid Procedures to be Employed in Connection with the Proposed Sale of the Debtor's Assets, (B) Scheduling an Auction and Sale Hearing, (C) Authorizing and Approving Assignment Procedures, (D) Approving the Manner and Form of Notice of the Auction and Assignment Procedures and (E) Granting Related Relief dated October 19, 2017, D.E. 66 (the "Sale Order"), the Debtor filed its redacted Notice of Filing Cure Schedules in Compliance with the Order (A) Authorizing and Approving Bid Procedures to be Employed in Connection with the Proposed Sale of the Debtor's Assets, (B) Scheduling an Auction and Sale Hearing, (C) Authorizing and Approving Assignment Procedures, (D) Approving the Manner and Form of Notice of the Auction and Assignment Procedures and (E) Granting Related Relief on November 6, 2017, D.E. 90 (the "Cure Schedules"). The full, unredacted copy of Exhibit B to the Cure Schedules contains the Debtor's customer list, which is the Debtor's highly

sensitive, confidential and proprietary commercial information. On November 6, 2017, the Debtor served each individual contract party with their respective cure amounts, as required by the Sale Order, a Notice of Debtor's Intent to Assume and Assign Certain Contracts and Leases (the "Cure Notice"), which attached the redacted copy of the Cure Schedules.

2. The Debtor further states that the Debtor's customer list also requires to be attached as Exhibit 1 to Schedule G, Executory Contracts and/or Unexpired Leases, of the Debtor's Amended Schedules. Debtor requests that the document must also be sealed for this purpose as well.

3. The Debtor seeks an Order from this Honorable Court authorizing the filing of the full unredacted copy of Exhibit B to the Debtor's Cure Schedules and Exhibit 1 to Schedule G, Executory Contracts and/or Unexpired Leases, of the Debtor's Amended Schedules, under seal. The information to be filed contains the Debtor's customer list, which is highly sensitive, confidential and proprietary commercial information. Pursuant to 11 U.S.C. § 107(b)(1), Courts shall, on request of a party in interest, protect an entity with respect to trade secret or confidential research, development or commercial information. *See also Motors Liquidation Company Avoidance Action Trust et al v. JPMorgan Chase Bank, N.A. (In re Motors Liquidation Company)*, Adv. Pro. No. 09-0054 (MG) 2016 WL 7187298 (Bankr. S.D.N.Y. Dec. 9, 2016) (recognizing the requirement to seal confidential commercial information under 11 U.S.C. § 107(b)(1), but unsealing the records involved in the case because they were only the company's investor's). Here, the Debtor's customer list is highly sensitive, confidential and proprietary commercial information and the Debtor will be prejudiced if

the full, unredacted copy of Exhibit B to the Cure Schedules and Exhibit 1 to Schedule G is not filed under seal, as much of the Debtor's value is in its customer list.

4. The information contained in Exhibit B to the Cure Schedules and Exhibit 1 to Schedule G contains the Debtor's customer list, which is the Debtor's highly sensitive, confidential and proprietary commercial information and is not readily available to the public. If parties are allowed to access said information without executing the confidentiality agreement, as required by paragraph 3(a)(i) of the Sale Order, the sale of the Debtor's assets pursuant to the Sale Order and the Bid Procedures (as that term is defined in the Sale Order) approved by this Court, as well as the bankruptcy proceeding, will be negatively affected. Moreover, the effect on the public's right of access is limited and deserves little weight in this case on the facts given that the purposes of serving and filing the Cure Schedule is to put each contract party on notice of its individual cure amount, and that was done in the Cure Notice. Furthermore, the Court can allow access to the entire unredacted list upon execution of a confidentiality agreement and compliance with the other requirements of the Sale Order, as required by paragraph 3(a)(i) of the Sale Order.

5. Because the Debtor's interest in nondisclosure of its highly sensitive, confidential and proprietary commercial information outweighs the public's right of access to this information, this Court should grant the Debtor's Amended Motion to Seal.

Respectfully submitted,

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