

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

SSM GULF COAST, LLC,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	<b>CIVIL NO. 15-mc-00022-CG-N</b>
	)	
<b>DAVID HICKMAN, DAVID'S AUTO SHREDDING, INC.,</b>	)	
	)	
Defendants.	)	

**ORDER**

This matter is before the Court on Plaintiff's motion for leave to file under seal (Doc. 1), Plaintiff's response in support of the motion (Doc. 6), and Defendants' opposition to the motion (Doc. 7). For the reasons explained below, the Court finds that the motion to seal should be denied.

Court proceedings generally are not confidential, and while a court may order confidentiality and seal part of a record for cause, the presumption favors open evidence and proceedings. Nixon v. Warner Communications, Inc., 435 U.S. 589, 597-99 (1978). The public has constitutional and common-law rights of access to materials filed in a federal lawsuit. See generally Chicago Tribune Co. v. Bridgestone/Firestone, Inc., 263 F.3d 1304, 1309 (11th Cir. 2001) (discussing these rights and their parameters). "This right of access is not absolute [and] may be overcome by a showing of good cause." Romero v. Drummond Co., 480 F.3d 1234, 1245 (11th Cir. 2007); accord Chicago Tribune, 263 F.3d at 1310. A determination of whether good cause has been shown requires a balancing test that has been

described as follows:

The common law right of access may be overcome by a showing of good cause, which requires “balanc[ing] the asserted right of access against the other party's interest in keeping the information confidential.” Chicago Tribune, 263 F.3d at 1309. “[W]hether good cause exists ... is ... decided by the nature and character of the information in question.” Id. at 1315. In balancing the public interest in accessing court documents against a party's interest in keeping the information confidential, courts consider, among other factors, whether allowing access would impair court functions or harm legitimate privacy interests, the degree of and likelihood of injury if made public, the reliability of the information, whether there will be an opportunity to respond to the information, whether the information concerns public officials or public concerns, and the availability of a less onerous alternative to sealing the documents. See In re Alexander Grant & Co. Litig., 820 F.2d 352, 356 (11th Cir.1987); Shingara v. Skiles, 420 F.3d 301, 305-06 (3d Cir.2005); Amodeo, 71 F.3d at 1050-51.

Romero, 480 F.3d at 1246. The “first question” is whether the sealed materials “do in fact contain” confidential information. Chicago Tribune, 263 F.3d at 1313.

In the instant case, SMM Gulf Coast, LLC (“SMM”) seeks to seal its motion to vacate an arbitration award in order to comply with a provision of the arbitration agreement which requires confidentiality of any award. The arbitration agreement was contained in the parties employment agreement and states the following with regard to confidentiality:

Except as otherwise required by law or legal process, any and all proceedings, hearings, findings or any other record of a dispute under this Section 8.16 shall be confidential and shall be held in the strictest confidence of all parties so involved, including but not limited to the parties to this Agreement and any appointed arbitrators.

(Doc. 2-2). Notably, the clause excepts confidentiality where disclosure is required “by law or legal process.” SMM does not point to any harm or injury that could

