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7 Attorneys for Defendant  
EMADCO DISPOSAL SERVICE, INC.

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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

ROBERT DOWLING, an individual,  
and MICHAEL SMITH, an  
individual, individually, and acting  
on behalf of other aggrieved  
employees, and for the interests of  
the general public,

Case No. 1:11-CV-00139-LJO-SKO

**STIPULATION AND ORDER TO FILE  
SETTLEMENT AGREEMENT UNDER  
SEAL**

Plaintiffs,

v.

EMADCO DISPOSAL SERVICE,  
INC., a California Corporation; and  
DOES 1 through 10, inclusive,

Defendant.

Plaintiffs Robert Dowling and Michael Smith ("Plaintiffs") and Defendant Emadco Disposal Service, Inc. ("Defendant") pursuant to Federal Rules of Civil Procedure, Rule 5.2 and U.S. Eastern District Local Rules, Rule 141, hereby jointly stipulate that the parties have entered into a Confidential Settlement Agreement and request entry of this proposed order to allow filing of the Confidential Settlement Agreement under seal. The parties jointly stipulate and agree the following facts and matters support the filing of the Confidential Settlement Agreement under seal:

1. Plaintiffs initiated this lawsuit against Defendant alleging, inter alia, violations of the Fair Labor Standards Act ("FLSA"). Additionally, on behalf of themselves and similarly situated employees, Plaintiffs sought various penalties under the California Private Attorneys

Stipulation and [Proposed] Order to File Settlement  
Agreement Under Seal  
(No. 1:11-CV-00139-LJO-SKO)

1 General Act ("PAGA") in regards to alleged wage and hour violations by Defendant. Defendant  
2 completely denied any liability and without admitting liability, resolved the claims asserted by  
3 Plaintiffs in this lawsuit as memorialized in the Confidential Settlement Agreement.

4       2. Pursuant to the FLSA, the Confidential Settlement Agreement must be  
5 approved by the Court. *D.A. Schulte, Inc. v. Gangi*, 328 U.S. 108 (1946); *Brooklyn Savings Bank v.*  
6 *O'Neil*, 324 U.S. 697 (1945); *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352-55  
7 (11th Cir. 1982); *Jarrard v. Southeastern Shipbuilding Corp.*, 163 F.2d 960, 961 (5th Cir. 1947).

8       3. Additionally, pursuant to the PAGA, the Confidential Settlement Agreement  
9 must be approved by the Court. Cal. Lab. Code, § 2699(l).

10       4. Assuring confidentiality in settlement was a key and material term of the  
11 parties' Confidential Settlement Agreement. None of the parties would have agreed to this early  
12 settlement in this case without agreed to protections of confidentiality.

13       5. Individuals have a protectable privacy interest in their financial affairs. *Cobb*  
14 *v. Superior Court*, 99 Cal.App.3d 543, 550 (1979). Corporations, such as Defendant, even enjoy  
15 privacy rights in regards to financial and employment information as were both at issue in this case.  
16 *Ameri-Medical Corp. v. WCAB*, 42 Cal.App.4th 1260, 1286-1289 (1996). Such privacy interests  
17 readily attach to confidential settlement agreements, like the one submitted to the Court in this case.  
18 *Hinshaw, Winkler, Draa, Marsh & Still v. Superior Court*, 51 Cal.App.4th 233, 241 (1996).

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1           6.     Given the authority above, the parties had no choice but to file the  
2 Confidential Settlement Agreement with the Court for approval. The parties stipulate and agree that  
3 despite that required filing, the confidentiality of the settlement must be maintained.

4           **IT IS HEREBY STIPULATED AND AGREED.**

5     Dated: May 16, 2011

6           MORTIMER & SCHWIN

7           \_\_\_\_\_  
8           /s/\_\_\_\_\_  
9           Kevin Schwin  
10           Attorneys for Plaintiffs,  
11           Robert Dowling and Michael Smith

12     Dated: May 16, 2011

13           LITTLER MENDELSON

14           \_\_\_\_\_  
15           /s/\_\_\_\_\_  
16           Matthew E. Farmer  
17           Attorneys for Defendant  
18           Emadco Disposal Service, Inc.

## ORDER

The Court, having read and considered the above stipulation and agreement of the parties, hereby finds good cause exists to order the Confidential Settlement Agreement sealed. The Court hereby orders the Confidential Settlement Agreement shall be filed under seal with the Court.

IT IS SO ORDERED.

Dated: May 17, 2011

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**/s/ Lawrence J. O'Neill**  
UNITED STATES DISTRICT JUDGE