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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

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FOSTER POULTRY FARMS, INC.,  
Plaintiff,  
v.  
CERTAIN UNDERWRITERS AT  
LLOYD'S, LONDON,  
Defendants.

CIV. No. 1:14-00953 WBS SAB  
ORDER RE: PARTIES' REQUESTS TO  
SEAL DOCUMENTS

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Plaintiff and defendants submitted separate requests to seal documents in support of their respective motions for summary judgment. (See Docket Nos. 38, 39.) A party seeking to seal a judicial record bears the burden of overcoming a strong presumption in favor of public access. Kamakana v. City & County of Honolulu, 447 F.3d 1172, 1178 (9th Cir. 2006). The party must "articulate compelling reasons supported by specific factual

1 findings that outweigh the general history of access and the  
2 public policies favoring disclosure, such as the public interest  
3 in understanding the judicial process.” Id. at 1178-79 (internal  
4 quotation marks and citation omitted). In ruling on a motion to  
5 seal, the court must balance the competing interests of the  
6 public and the party seeking to keep records secret. Id. at 1179.

7 I. Plaintiff’s Request

8 Plaintiff has submitted a request to seal the proposed  
9 memorandum in support of its motion for partial summary judgment,  
10 statement of disputed facts, and sixteen supporting exhibits,  
11 together totaling 317 pages of material. (Request to Seal  
12 (Docket No. 39).)

13 Plaintiff offers little explanation for its request.  
14 Plaintiff states that the disclosure of the 317 pages of materials  
15 could cause it disadvantage, harm, damage, and/or loss. These  
16 boilerplate concerns alone do not outweigh the history of access  
17 and public policies favoring disclosure to the public. See In re  
18 McClatchy Newspapers, Inc., 288 F.3d 369 (9th Cir. 2001) (holding  
19 that injury to official reputation is an insufficient basis for  
20 preventing public access to court records). Plaintiff also states  
21 that the documents include customer information but fails to  
22 indicate where. Upon review of the materials, the court was  
23 unable to identify any sensitive or privileged information  
24 relating to customers. Absent any guidance, the court cannot find  
25 a compelling reason to seal the entire memorandum in support of  
26 plaintiff’s motion for summary judgment or any of the supporting  
27 materials.

28 II. Defendant’s Request


1 Defendants have also requested that the court seal  
2 documents and redact information in connection with their cross-  
3 motion for summary judgment.

4 Defendants' only justification for sealing these  
5 documents is that the parties stipulated to, and the magistrate  
6 judge entered, a blanket protective order regarding documents to  
7 be disclosed in this case. (See Def.'s Request to Seal at 2  
8 (Docket No. 28).) This court has previously held that a  
9 confidentiality agreement between the parties does not per se  
10 constitute a compelling reason to seal documents that outweighs  
11 the interests of public disclosure and access. October 8, 2014  
12 Order at 2, Starbucks Corp. v. Amcor Packaging Distrib., Civ. No.  
13 2:13-1754 (E.D. Cal. 2014). The fact that the assigned magistrate  
14 judge signed the stipulated protective order does not change this  
15 principle.

16 Beyond the stipulated protective order, defendants offer  
17 no further guidance as to why these materials should be sealed.  
18 The burden is not on the court to parse a substantial amount of  
19 material to determine whether it contains sensitive information.

20 IT IS THEREFORE ORDERED that plaintiff's request to  
21 seal, (Docket No. 39), and defendants' request to seal, (Docket  
22 No. 38), be, and the same hereby are, both DENIED.

23 Dated: September 3, 2015

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25 **WILLIAM B. SHUBB**  
26 **UNITED STATES DISTRICT JUDGE**

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