

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

----oo0oo----

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

----oo0oo----

Plaintiff and defendants submitted separate requests to seal documents, (Docket Nos. 42, 48), in connection with their respective briefings on plaintiff's motion to strike, (Docket Nos. 43, 49). The parties' requests are almost identical to their previous requests to seal documents in connection with their motions for summary judgment, (Docket Nos. 38, 39), which the court denied in full on September 3, 2015, (Docket No. 45).

1           A party seeking to seal a judicial record bears the  
2 burden of overcoming a strong presumption in favor of public  
3 access. Kamakana v. City & County of Honolulu, 447 F.3d 1172,  
4 1178 (9th Cir. 2006). The party must “articulate compelling  
5 reasons supported by specific factual findings that outweigh the  
6 general history of access and the public policies favoring  
7 disclosure, such as the public interest in understanding the  
8 judicial process.” Id. at 1178-79 (citation omitted). In ruling  
9 on a motion to seal, the court must balance the competing  
10 interests of the public and the party seeking to keep records  
11 secret. Id. at 1179.

12           I. Plaintiff’s Request

13           Plaintiff has submitted a request to seal the proposed  
14 memorandum in support of its motion to strike and five supporting  
15 exhibits, together totaling 127 pages of material.<sup>1</sup> (See Docket  
16 No. 42.) Once again, plaintiff offers little explanation for its  
17 request. Plaintiff recites the boilerplate concerns from its  
18 first request to seal and states that the disclosure of the 127  
19 pages of materials could cause it disadvantage, harm, damage,  
20 and/or loss. Once again, these concerns alone do not outweigh  
21 the history of access and public policies favoring disclosure to  
22 the public. See In re McClatchy Newspapers, Inc., 288 F.3d 369  
23 (9th Cir. 2001).

---

24  
25  
26 <sup>1</sup> In the court’s prior order denying plaintiff’s request  
27 to seal, the court already denied plaintiff’s request as to Dr.  
28 Maxcy P. Nolan III’s expert report dated May 1, 2015. (Compare  
Pl.’s First Req. to Seal ¶ 8 (Docket No. 39), with Pl.’s Second  
Req. to Seal ¶ 2 (Docket No. 42).)

1 Plaintiff also states that the documents include  
2 customer information, but again fails to indicate where. Upon  
3 review of the materials, the court was unable to identify any  
4 sensitive or privileged information relating to customers.  
5 Absent any guidance, the court cannot find a compelling reason to  
6 seal the entire memorandum in support of plaintiff's motion to  
7 strike or any of the supporting materials.

## 8 II. Defendants' Request

9 Defendants have requested that the court seal documents  
10 and redact information in connection with their opposition to  
11 plaintiff's motion to strike.<sup>2</sup> (See Docket No. 48.) Once again,  
12 defendants' only justification for sealing these documents is that  
13 the parties stipulated to, and the magistrate judge entered, a  
14 blanket protective order regarding documents to be disclosed in  
15 this case.

16 This court has previously held that a confidentiality  
17 agreement between the parties does not per se constitute a  
18 compelling reason to seal documents outweighing the interests of  
19 public disclosure and access. October 8, 2014 Order at 2,  
20 Starbucks Corp. v. Amcor Packaging Distrib., Civ. No. 2:13-1754  
21 (E.D. Cal. 2014). The fact that the assigned magistrate judge  
22 signed the stipulated protective order does not change this  
23 principle.

---

24  
25  
26 <sup>2</sup> In the court's prior order denying defendants' request  
27 to seal, the court already denied defendants' request as to  
28 Exhibits B-E to the Declaration of Wayne A. Wolff. (Compare  
29 Defs.' First Req. to Seal at 2 (Docket No. 38), with Defs.'  
30 Second Req. to Seal at 2 (Docket No. 48).)

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

5           IT IS THEREFORE ORDERED that plaintiff's request to  
6 seal, (Docket No. 42), and defendants' request to seal, (Docket  
7 No. 48), be, and the same hereby are, both DENIED.

8 Dated: September 23, 2015

9 

10 WILLIAM B. SHUBB  
11 UNITED STATES DISTRICT JUDGE  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28