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· ·	10	Facsimile: (310) 390-0560				
	11	Email: dbw_law@msn.com Attorneys for Defendants/Counter-Claimants				
	12	UNITED STATES DISTRICT COURT				
· · ·	13	EASTERN DISTRICT OF CALIFORNIA				
	14					
•	15	Rosedale Union School District,				
· .	16	Plaintiff, [PROPOSED] ORDER GRANTING JOINT REQUEST TO SEAL				
•	17	V. SETTLEMENT AGREEMENT AND RELEASE ATTACHED AS EXHIBIT 1				
	18 19	J.F., a minor, by and through his parents, Bradley Feige and Jennifer Feige,				
	20	Defendants.				
	21	AND RELATED CROSS-ACTION	ŀ			
	22	Having considered the Joint Request to Seal the Settlement Agreement in the				
	23	above-captioned matter, IT IS HEREBY ORDERED that the Settlement Agreement and				
	24	Release Attached as Exhibit 1 to Joint Application to Vacate Dates in this matter be				
	25	sealed.				
•	26	IT IS SO ORDERED:				
	27	Dated: 8/16/16				
	28	HONORABLE JENNIFER L. THURSTON Magistrate Judge of the United States District Court for the Eastern District of California				
SCHOOLS LEGAL SERVICE P.O. BOX 24 BAKERSEIEI	45					
BAKERSFIEL	D I					
BAKERSFIEL CALIFORNIA 93303	1	1:16-cv-00147 JLT Proposed Order Granting Joint Request to Seal Settlement Agreement				

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12	Attorney for Defendants/Counter-Claimants					
13	UNITED STATES DISTRICT COURT					
14	EASTERN DISTRICT OF CALIFORNIA					
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16	Decededa Union Ochool District					
	Rosedale Union School District, Case No. 1:16-cv-00147-JLT					
17	Plaintiff. JOINT REQUEST TO SEAL					
17 18	Plaintiff, V. V. JOINT REQUEST TO SEAL SETTLEMENT AGREEMENT AND RELEASE ATTACHED AS EXHIBIT 1					
	Plaintiff, v. JOINT REQUEST TO SEAL SETTLEMENT AGREEMENT AND RELEASE ATTACHED AS EXHIBIT 1 TO JOINT APPLICATION TO VACATE DATES					
18	Plaintiff, JOINT REQUEST TO SEAL V. SETTLEMENT AGREEMENT AND V. RELEASE ATTACHED AS EXHIBIT 1 DOINT APPLICATION TO VACATE					
18 19	Plaintiff, v. JOINT REQUEST TO SEAL SETTLEMENT AGREEMENT AND RELEASE ATTACHED AS EXHIBIT 1 TO JOINT APPLICATION TO VACATE DATES					
18 19 20	Plaintiff, v. J.F., a minor, by and through his parents, Bradley Feige and Jennifer Feige, Defendants.					
18 19 20 21	Plaintiff, v. J.F., a minor, by and through his parents, Bradley Feige and Jennifer Feige,					
18 19 20 21 22	Plaintiff, v. J.F., a minor, by and through his parents, Bradley Feige and Jennifer Feige, Defendants.					
18 19 20 21 22 23	Plaintiff, V. J.F., a minor, by and through his parents, Joint Application to vacate Defendants. Defendants.					
18 19 20 21 22 23 24	Plaintiff, JOINT REQUEST TO SEAL v. J.F., a minor, by and through his parents, Bradley Feige and Jennifer Feige, Defendants. AND RELATED CROSS-ACTION TO THE HONORABLE COURT:					
 18 19 20 21 22 23 24 25 	Plaintiff, JOINT REQUEST TO SEAL v. J.F., a minor, by and through his parents, J.F., a minor, by and through his parents, Bradley Feige and Jennifer Feige, Defendants. AND RELATED CROSS-ACTION TO THE HONORABLE COURT: Pursuant to Local Rule 141, the parties jointly move for an order directing the clerk					
 18 19 20 21 22 23 24 25 26 	Plaintiff, JOINT REQUEST TO SEAL v. J.F., a minor, by and through his parents, Bradley Feige and Jennifer Feige, Defendants. AND RELATED CROSS-ACTION TO THE HONORABLE COURT: Pursuant to Local Rule 141, the parties jointly move for an order directing the clerk to file under seal the Settlement Agreement and Release (Agreement") attached as					

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Jt Request to Seal Settlement Agreement

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protected under the Individuals with Disabilities Education Act (20 U.S.C. §§ 1400, et
 seq.), the Family Educational and Privacy Rights Act (20 U.S.C. § 1232g; 34 C.F.R.
 300.623), and the California Education Code (Cal. Educ. Code § 49076) from disclosure
 about his disabilities and any and all aspects of his education.

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The Ninth Circuit has comprehensively examined the common law right of public 6 access to judicial files and records. (See Kamakana v. City and County of Honolulu, 447 7 F.3d 1172 (9th Cir. 2006).) In Kamakana, the court recognized that different interests are 8 at stake in preserving the secrecy of materials produced during discovery, and materials 9 produced or presented in relation to dispositive motions. (Id. at 1180-81.) According to 10 the court, two standards apply to account for these interests when evaluating requests to 11 seal such materials. A party seeking to seal "private materials unearthed during 12 discovery," or to maintain the sealing of such materials when attached to non-dispositive 13 motions, need only demonstrate "good cause" to justify sealing. (Pintos v. Pac. Creditors 14 Ass'n., 605 F.3d 665, 678 (9th Cir. 2010).)

15 A party must demonstrate "compelling reasons" to seal judicial records attached to 16 a dispositive motion. (Kamakana, 447 F.3d at 1179.) Here, the compelling reason is that 17 the child about whom the litigation concerns was only three years of age during the 18 litigation, has multiple disabilities and is entitled to have his educational and health 19 records (which include extensive information about his disabilities) remain private. These 20 are compelling reasons to keep the Agreement, which references Student's medical 21 condition, under seal. (See Kamakana, 447 F.3d at 1178-1180; M.P. ex rel. Provins v. 22 Lowe's Companies, Inc., 2012 U.S. Dist. Lexis 62338 (E.D. Cal. May 3, 2012).) The 23 compelling reasons must outweigh the competing interests of the public in having access 24 to the judicial records and understanding the judicial process. (Kamakana, 447 F.3d at 25 1178-79; see also *Pintos*, 605 F.3d at 679 and n. 6 (a court must weigh "relevant factors," 26 including the public's interest in understanding the judicial process)) The Ninth Circuit 27 has indicated that "compelling reasons' sufficient to outweigh the public's interest in 28 disclosure and justify sealing court records exist when such 'court files might have

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become a vehicle for improper purpose,' such as the use of records to gratify private spite and prompt public scandal. . ." (*Kamakana*, 447 F.3d at 1179.)

In this matter, the Agreement has the Student's name and personally identifying information on such document, including reference to his medical condition. Additionally, the Agreement which was filed as Exhibit 1 to the Joint Application to Vacate Dates had information about Student's health, his intellectual functioning, his physical functioning, his disabilities, as well as other personally private information. In fact, the entirety of the proceedings before this Court is in regard to whether the child's vision necessitates the need for vision therapy to assist the child with his education.

10 Both parties request that the court, upon review of the Agreement, find that it be 11 sealed. Neither party is aware of a need for public access to this child's health, education 12 and personal information. In this situation, there is an interest in keeping this child's 13 personal information private. Both parties believe that any right to public access to these 14 documents is outweighed by the child's private interests under the IDEA, FERPA and the California Education Code. Public disclosure here would undermine the confidential 15 nature of J.F.'s personal records and his identifiable information and it would provide 16 17 access to the public when that is typically not allowed under the law. Both parties believe 18 that the final decision by this court in this matter will be sanitized and only the child's 19 initials, J.F., will be used and, therefore, the interest to the public as to the outcome of the 20 matter will be known to the public at that time. Both parties assert that the balance of 21 interests tips in the favor of sealing the Agreement. Both parties request that the Court 22 find that there is a compelling reason to allow the Agreement to be filed under seal.

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1:16-cv-00147 JLT

Jt Request to Seal Settlement Agreement

2 Dated: August 15, 2016 SCHOOLS LEGAL SERVICE 3 4 F 4 5 By:						
2 Dated: August 15, 2016 SCHOOLS LEGAL SERVICE 3 4 Kyle W. HOLMES 5 Attorneys for Plaintiff/Counter-Deference Rosedale Union School District 7 Dated: August 15, 2016 WEISSBURG LAW FIRM 8 Diane 8. Weissburg 9 By: Diane 8. Weissburg 10 Attorney for Defendants/Counter-Claimants J.F., a minor, by and thr his Parents, Bradley Feige and Jer 11 Feige Feige 13 14 15 16 17 18 19 20 21 21 22 23 23 24 25 26 27 28 28 29 20 21 21 21 22 23 24 25 26 27 28 28 29		Case 1:16-cv-00147-JLT Documer	nt 27 Filed 08/15/16 Page 4 of 4			
3 Kyle W. Holmes 5 Attorneys for Plaintiff/Counter-Deferent School District 6 Dated: August 15, 2016 WEISSBURG LAW FIRM 9 Diane 8. Weissburg 9 Diane 8. Weissburg 10 Diane 8. Weissburg 11 Diane 8. Weissburg 12 Diane 9. Weissburg 13 Homman 14 For this Parents, Bradley Feige and Jer 15 Feige 16 Feige 17 B 18 Feige 20 Context for the for the for the for the for the fort fort fort for the fort fort for the fort fort fort fort fort fort fort fort	1	The parties respectfully request that the Agreement in this matter be sealed.				
4 5 6 7 Dated: August 15, 2016 WEISSBURG LAW FIRM 9 9 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 Motor Antom set and	2	Dated: August 15, 2016	SCHOOLS LEGAL SERVICE			
5 Attorneys for Plaintiff/Counter-Deferences and Plai	3					
6 7 Dated: August 15, 2016 WEISSBURG LAW FIRM 8 9 9 9 9 10 10 11 11 12 12 13 14 15 16 16 17 18 19 20 21 21 22 23 24 25 26 27 28	· · · []		By: KYLE W. HOLMES			
Dated: August 15, 2016 VEISSBURG LAW FIRM Diane 0, 4V/eissburg By:			Attorneys for Plaintiff/Counter-Defendant Rosedale Union School District			
By Diane & Weissburg By: DIANE B. WEISSBURG Attorney for Defendants/Counter- Claimants J.F., a minor, by and thr his Parents, Bradley Feige and Jer Feige Reige Re		Dated: August 15, 2016				
9 10 10 11 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 MROME B. WEISSBURG Attorney for Defendants/Counter- Claimants J.F., a minor, by and thr his Parents, Bradley Feige and Jer Feige		Dated. August 15, 2010				
10 DIANE B. WEISSBURG 11 Attorney for Defendants/Counter-Claimants J.F., a minor, by and thr 12 Feige 13 House 14 Feige 15 Feige 16 Feige 17 B 19 20 21 22 23 24 25 26 27 28 Rood Antor Kessteral Not desides Kessteral			Ву:			
11 Claimants J.F., a minor, by and thr 12 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 NRCK 2445 RASE 4445			DIANE B. WEISSBURG			
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