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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

MICHAEL VASILE, et al.,

Plaintiffs,

v.

FLAGSHIP FINANCIAL GROUP, LLC,
et al.,

Defendants.

No.: 2:12-cv-02912-KJM-CKD

ORDER

This matter is before the court on the request to seal documents by defendant Flagship Financial Group, LLC (“defendant” or “Flagship”). (Def.’s Notice of Req. Seal, ECF 69.) As explained below, the court DENIES defendant’s request.

I. BACKGROUND

The claims in this case arise out of defendant’s alleged wrongful termination of plaintiffs for refusing to comply with defendant’s allegedly unlawful requests. (ECF 61 at 2.) On October 17, 2013, the court referred the case to the Voluntary Dispute Resolution Program (ECF 53), and on February 6, 2014, the parties filed a notice of settlement informing the court that the case had settled (ECF 63). However, after a disagreement arose between the parties about the

1 payment date, plaintiffs filed a motion to enforce or rescind settlement on April 10, 2014. (ECF
2 66.) That motion was followed by plaintiffs' Motion for Attorney Fees (ECF 67) and defendant's
3 Motion to Enforce Judgment (ECF 70). The hearing on the motions is set on May 23, 2014.

4 Defendant now requests the court to seal "the [entire] file in the above-captioned
5 case," or, in the alternative, the following documents comprising more than 100 pages:

6 (1) plaintiffs' Notice of Motion and Motion to Enforce Settlement along with the attached
7 declaration (ECF 66); (2) plaintiffs' Notice of Motion and Motion for Attorney Fees and Costs,
8 (ECF 67); (3) defendants' Memorandum in Opposition to Plaintiffs' Motion to Enforce
9 Settlement (ECF 68); and (4) defendants' Notice of Motion and Counter Motion to Enforce
10 Settlement (ECF 70). (ECF 69 at 1-2.) Defendant argues sealing is warranted because
11 "throughout the documents, parties discuss, reference, and quote a confidential settlement
12 agreement in this matter." (*Id.* at 2.)

13 Plaintiffs object to sealing the entire file because there are no grounds for the court
14 to grant the request; the request does not comply with Local Rule 141; and the request is to seal
15 documents that have already been filed. (ECF 72 at 1.) However, plaintiffs do not object to
16 sealing the documents "comprising the current motions." (*Id.* at 2.)

17 II. STANDARD

18 Local Rule 141(a) provides that "[d]ocuments may be sealed only by written order
19 of the Court." The request to seal "shall set forth the statutory or other authority for sealing, the
20 requested duration, the identity, by name or category, of persons to be permitted access to the
21 documents, and all other relevant information." *Id.* 141(b). "[A] party may submit an opposition
22 . . . within three days of the date of service . . ." *Id.* 141(c). "The opposition shall not be filed
23 . . ." *Id.*

24 It is an established principle that there is a strong presumption in favor of public
25 access to court records. *See Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210 (9th Cir. 2002).
26 However, "access to judicial records is not absolute." *Kamakana v. City & Cnty. of Honolulu*,
27 447 F.3d 1172, 1178 (9th Cir. 2006). Depending on the type of motion, the court applies
28 different standards in resolving requests to seal. *Id.* at 1180. Here, the court need not identify the

1 applicable standard, because defendant has not met threshold requirements set forth in the Local
2 Rules.

3 III. ANALYSIS

4 As noted above, defendant's argument in favor of sealing is that the settlement
5 agreement in question "was made confidential by the parties." Defendant reasons that because
6 the parties intended "at the time of the agreement that the terms and content of the settlement
7 agreement remain confidential," the court should give effect to their mutual intent as a basic goal
8 of contract interpretation. Therefore, defendants ask to seal the entire file or at least the above-
9 mentioned documents indefinitely.

10 The court declines to reach the merits of defendant's request because defendant
11 has not complied with the Local Rules in seeking a sealing order. Neither have plaintiffs, in
12 responding, for that matter. Defendant has not complied with the Local Rules because it has not
13 "set forth the statutory" authority for sealing. L.R. 141(b). Defendant provides only one
14 authority for the general proposition that "[t]he fundamental goal of contract interpretation is to
15 give effect to the mutual intent of the parties as it existed at the time of contracting." (Def.'s Req.
16 Seal (citing *Skilstaf, Inc. v. CVS Caremark Corp.*, 669 F.3d 1005, 1014-15 (9th Cir. 2012)).) The
17 case defendant cites to support the sealing request does not concern a request to seal and is
18 completely irrelevant to the court's inquiry whether sealing under the circumstances of this case
19 is warranted. Accordingly, defendant has not met its burden in overcoming the strong
20 presumption in favor of public access to court documents, much less the entire file.

21 Therefore, the court DENIES defendant's request to seal.

22 The parties are cautioned that future failures to abide by the court's local rules
23 governing sealing may result in the issuance of an order to show cause why sanctions should not
24 be imposed.

25 IT IS SO ORDERED.

26 DATED: May 14, 2014.

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UNITED STATES DISTRICT JUDGE