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UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

RICHARD STAFFORD,

Plaintiff,

v.

DOLLAR TREE STORES, INC., and  
DOES 1 through 50 Inclusive,

Defendant.

No. 2:13-cv-01187-KJM-CKD

ORDER

Defendant Dollar Tree Stores, Inc. requests the sealing of several documents to be submitted in support of plaintiff Richard Stafford's motion for partial summary judgment.

Stafford submitted a notice of non-opposition. As explained below, the request is DENIED.

I. BACKGROUND

Stafford is a former Dollar Tree employee. He alleges several claims under the California Labor Code and Industrial Wage Commission Wage Orders. *See generally* Third Am. Compl., ECF No. 102. In short, he alleges Dollar Tree did not provide him the meal and rest breaks required by California law; did not pay correct minimum, regular and overtime wages; did not keep or provide him with accurate records and wage statements; and did not pay him wages when they were due. *See id.* ¶¶ 14–27.

1                   Before the court is Dollar Tree’s request to seal the following documents:  
2                   “(1) summary reports of Plaintiff Richard Stafford’s bonus payments and overtime worked,  
3                   (2) scheduling and clock punch data for certain Dollar Tree stores, and (3) data from a  
4                   spreadsheet identifying the date and time that Plaintiff clocked in and out of work.” Req. Seal,  
5                   ECF No. 117. Each was produced during discovery as confidential under a discovery phase  
6                   protective order entered in this case. *See* Protective Order, ECF No. 67. Stafford’s expert  
7                   witness relied on them in preparing his expert report, and the parties have informed the court  
8                   Stafford intends to file the report and supporting materials publicly alongside a motion for partial  
9                   summary judgment. Dollar Tree explains the materials “contain confidential information and  
10                  trade secrets related to Dollar Tree’s operations and financial data, and contain personnel  
11                  information protected by the right to privacy contained in the California Constitution.” *Id.*

12                  II.       LEGAL STANDARD

13                  Local Rule 141(a) provides that “[d]ocuments may be sealed only by written order  
14                  of the Court, upon the showing required by applicable law.” The request to seal “shall set forth  
15                  the statutory or other authority for sealing, the requested duration, the identity, by name or  
16                  category, of persons to be permitted access to the documents, and all other relevant information.”  
17                  *Id.* 141(b). “[A] party may submit an opposition . . . within three days of the date of service . . . .”  
18                  *Id.* 141(c). “The opposition shall not be filed . . . .” *Id.*

19                  The common-law “right to inspect and copy judicial records is not absolute.”  
20                  *Nixon v. Warner Commc’ns, Inc.*, 435 U.S. 589, 598 (1978). A litigant may request court records  
21                  be sealed or redacted. *See id.* (listing traditional examples). In the Ninth Circuit, courts faced  
22                  with requests to seal or redact begin “with a strong presumption favor of access to court records.”  
23                  *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1135 (9th Cir. 2003). In the context of a  
24                  dispositive motion, such as one for partial summary judgment, the party seeking to seal or redact  
25                  a document “bears the burden of overcoming this strong presumption” by “articulat[ing]  
26                  compelling reasons supported by specific factual findings that outweigh the general history of  
27                  access and the public policies favoring disclosure, such as the public interest in understanding the  
28                  judicial process.” *Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006)

1 (quoting *Foltz*, 331 F.3d at 1135 and *Hagestad v. Tragesser*, 49 F.3d 1430, 1434 (9th Cir. 1995))  
2 (quotation marks and alterations omitted). Commonly cited “compelling reasons” include the  
3 need to avoid “private spite,” “public scandal,” and to prevent a court’s records from becoming  
4 “reservoirs of libelous statement for press consumption,” or “sources of business information that  
5 might harm a litigant’s competitive standing.” *Nixon*, 435 U.S. at 589 (citations and internal  
6 quotation marks omitted). Hypothetical or conjectural harm are not compelling reasons.  
7 *Hagestad*, 49 F.3d at 1434. A document may be the subject of a previously entered protective  
8 order and yet be disclosed when attached to a dispositive motion. *See Kamakana*, 447 F.3d at  
9 1183.

### 10 III. DISCUSSION

#### 11 A. Business Information

12 Dollar Tree requests its overtime reports for Stafford, staffing data, and punch  
13 report data be sealed as confidential business information. Not all business information is so  
14 confidential or sensitive that it must be sealed. *See, e.g., Open Text S.A. v. Box, Inc.*, No. 13-  
15 04910, 2014 WL 7368594, at \*3 (N.D. Cal. Dec. 26, 2014) (declining to seal, for example,  
16 information about a litigant’s “product design and source code and highly confidential and  
17 competitively sensitive business information including usage data,” even though the litigant  
18 argued the information was “likely to cause harm to [its] business if known by competitors”);  
19 *GoDaddy.com LLC v. RPost Commc’ns Ltd.*, No. 14-00126, 2014 WL 2117349, at \*1 (D. Ariz.  
20 May 21, 2014) (“[A] party’s allegations that material is ‘confidential’ or ‘business information’  
21 are insufficient to justify sealing court records containing such material unless the party proves  
22 the existence of compelling reasons such as those set forth in *Kamakana*. . . . “[O]nly in  
23 extremely limited circumstances will confidential information actually merit the sealing of court  
24 records.” (citations omitted)). Trade secrets, specific pricing terms, royalty rates, and similar data  
25 are more commonly sealed. *See, e.g., In re Elec. Arts, Inc.*, 298 F. App’x 568, 569 (9th Cir.  
26 2008) (unpublished); *see also Herron v. Best Buy Stores, LP*, No. 12-02103, 2015 WL 5330271,  
27 at \*2 (E.D. Cal. Sept. 10, 2015) (sealing a defendant’s internal valuations of products and brands,  
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1 developed after expenditure of “great amounts of time and money,” which were unavailable to  
2 competitors and at the heart of the defendant’s business).

3 Here, Dollar Tree explains that disclosure of its compensation structure (for  
4 example, the amount of bonuses paid to employees) and its staffing methods would be valuable to  
5 its competitors. This explanation is not “compelling.” The court appreciates Dollar Tree’s  
6 fiercely competitive habitat, the discount retail environment, but Dollar Tree has described no  
7 unique or innovative theory of employee incentives or staffing, and the court can surmise none  
8 from the documents provided. Moreover, the central disputes revolve around these data: whether  
9 employees were paid lawful wages; whether employees worked without breaks; and whether they  
10 received payment on time. The public interest in understanding this litigation outweighs the need  
11 to protect the business records Dollar Tree identifies from public scrutiny.

12 B. Personnel Information

13 Dollar Tree also explains that the documents it requests to seal include the names,  
14 schedules, wages, and other information about its employees. The California Constitution  
15 protects a person’s right to privacy, and this protection extends to personnel files. *San Diego*  
16 *Trolley, Inc. v. Super. Ct.*, 87 Cal. App. 4th 1083, 1097 (2001). Federal courts have also  
17 recognized that employees’ personnel records may in some cases be sealed, even when attached  
18 to a dispositive motion. *See, e.g., TriQuint Semiconductor, Inc. v. Avago Technologies Ltd.*, No.  
19 09-1531, 2011 WL 5190264, at \*3 (D. Ariz. Nov. 1, 2011). This is not always the case. *See, e.g.,*  
20 *Stout v. Hartford Life & Acc. Ins. Co.*, No. 11-6186, 2012 WL 6025770, at \*2 (N.D. Cal. Dec. 4,  
21 2012) (“Courts are split on whether employees’ privacy interests justify shielding their  
22 performance evaluations from public view.”).

23 Here, Dollar Tree argues only that the documents contain personnel information.  
24 The materials submitted include the names, titles, and historical work schedules of several  
25 employees. Only Stafford’s pay rates are identifiable. No performance evaluations, medical  
26 records, phone numbers, addresses, or similarly sensitive information appear in the documents in  
27 question. As described above, when and how long Dollar Tree’s employees worked are central  
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1 disputes in this litigation. The need to protect its employees' privacy does not outweigh the need  
2 for disclosure in this case.

3 IV. CONCLUSION

4 The request is DENIED.

5 IT IS SO ORDERED.

6 DATED: September 18, 2015.

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UNITED STATES DISTRICT JUDGE