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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

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TELEVISION EDUCATION, INC.,  
  
                                Plaintiff,  
  
                                v.  
  
CONTRACTORS INTELLIGENCE  
SCHOOL, INC.; CONTRACTORS  
PUBLISHER, INC.; LEONID  
VORONTSOV; OKSANA VORONTSOV;  
and DOES 1 through 25;  
  
                                Defendants.

CIV. NO. 2:16-01433 WBS EFB  
ORDER RE: REQUEST TO SEAL

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Television Education, Inc. brought this action against  
Contractors Intelligence School and Contractors Publisher for  
copyright infringement. Before the court is the parties'  
requests to seal in connection with plaintiff's motion for  
preliminary injunction and plaintiff's ex parte application to  
strike Docket Number 50-9 because it erroneously filed the  
unredacted Cohen Declaration. (Docket Nos. 48, 53, 58.)

A party seeking to seal a judicial record bears the

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

10 Plaintiff moves to seal unredacted versions of the  
11 Cohen Declaration, Corbett Declaration, and memorandum of points  
12 and authorities in support of plaintiff’s motion for preliminary  
13 injunction. Plaintiff does not explain what is redacted, but the  
14 redacted version appears to omit 43 exhibits and excerpts in the  
15 memorandum of points and authorities. Defendants move to seal 11  
16 exhibits from the Kravchuk and Vorontsov Declarations.

17 Plaintiff contends the materials should be sealed  
18 pursuant to the parties’ Stipulated Protective Order (Docket No.  
19 32) signed by Magistrate Judge Brennan. This court has  
20 previously pointed out that a confidentiality agreement between  
21 the parties does not per se constitute a compelling reason to  
22 seal documents that outweighs the interests of public disclosure.  
23 See Oct. 8, 2014 Order at 2, Starbucks Corp. v. Amcor Packaging  
24 Distrib., Civ. No. 2:13-1754; Sept. 3, 2015 Order at 3, Foster  
25 Poultry Farms, Inc. v. Certain Underwriters at Lloyd’s, London,  
26 Civ. No. 1:14-00953. “The fact that the assigned magistrate  
27 judge signed the stipulated protective order does not change this  
28 principle.” Aug. 5, 2016 Order at 3, Paul Evert’s RV Country,

1 Inc. v. Universal Underwriters Ins. Co., Civ. No. 1:15-00124.


2 Plaintiff and defendants also seek to seal the  
3 unredacted versions because they purportedly contain copyrighted  
4 information that is not disclosed to the public. While trade  
5 secrets may justify filing documents under seal, see Kamakana,  
6 447 F.3d at 1179, copyrighted information is not a trade secret.  
7 Copyright applies to materials that are distributed to the public  
8 in order to protect the author's original work. See 17 U.S.C. §  
9 102. Just because the parties do not disclose the materials  
10 unless individuals pay for them does not mean there is a  
11 compelling reason to seal that information. Nor do the parties  
12 provide any case where a court sealed copyrighted information  
13 because it was "not disclosed to the public." The parties allege  
14 they will suffer financial harm if this information is part of  
15 the public record, but they fail to explain why this is a valid  
16 basis to seal entire documents. Further, sealing this  
17 information may prevent the public from understanding the basis  
18 upon which the court makes its decisions, and the parties fail to  
19 explain how their harm outweighs public policies favoring  
20 disclosure. See Kamakana, 447 F.3d at 1178-79.

21 Given the public policies favoring disclosure and the  
22 parties' broad requests, the requests will be denied. The court  
23 will consider more tailored requests to seal specific portions of  
24 the materials, which state the basis for sealing these portions  
25 and why their harm outweighs public policies favoring disclosure.

26 IT IS THEREFORE ORDERED that the parties' requests to  
27 seal in connection with its motion for preliminary injunction and  
28 plaintiff's ex parte motion to strike (Docket Nos. 48, 53, 58)

1 be, and the same hereby are, DENIED without prejudice.

2 Dated: July 6, 2017

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4 WILLIAM B. SHUBB  
5 UNITED STATES DISTRICT JUDGE  
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