



1 Seal Docs. (Docket No. 99-1).)

2 I. Charter's Request

3 Charter requests that the court seal the following  
4 documents:

- 5 1. Documents related to the training  
6 provided to Account Executives, which are  
7 Exhibit A to the Declaration of Andrea  
8 Benner ("Benner Declaration") in support of  
9 Charter's Motion;
- 10 2. Signed commission plan that applied to  
11 Plaintiff Lionel Harper during his  
12 employment with Charter, which is attached  
13 as Exhibit D to the Benner Declaration;
- 14 3. Signed commission plans that applied to  
15 Plaintiff Daniel Sinclair during his  
16 employment with Charter, which are attached  
17 as Exhibit F to the Benner Declaration;
- 18 4. The Synygy training Charter provided to  
19 Account Executives, which is attached as  
20 Exhibit G to the Benner Declaration;
- 21 5. Charter's "Standards of Performance",  
22 which is attached as Exhibit H to the Benner  
23 Declaration;
- 24 6. The October 19, 2015 corrective action  
25 issued to Plaintiff Daniel Sinclair, which  
26 is attached as Exhibit I to the Benner  
27 Declaration;
- 28 7. The April 4, 2016 corrective action  
issued to Plaintiff Daniel Sinclair, which  
is attached as Exhibit J to the Benner  
Declaration;
8. The Incident Investigation Report, which  
is attached as Exhibit K to the Benner  
Declaration;
9. The January 5, 2018 written corrective  
action issued to Plaintiff Lionel Harper,  
which is attached as Exhibit M to the Benner  
Declaration; and
10. The Incident Investigation Report and  
further corrective action related to  
Plaintiff Lionel Harper's subpar  
performance, which is attached as Exhibit N

1 to the Benner Declaration.  
2 (Def.'s Req. to Seal Docs. (Docket No. 96-1).)

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

14 Defendant argues that the above-listed documents should  
15 be sealed because (1) Charter has designated the documents as  
16 confidential and subject to the parties' Stipulation and  
17 Protective Order (Docket No. 43); (2) the content of the  
18 documents includes confidential and proprietary information,  
19 including Charter's internal training documents and other  
20 employee policies, commission plans and other sales-related  
21 documents; (3) Charter has maintained such documents as  
22 confidential as part of its regular business practices; and (4)  
23 there is no clear public interest in publicly disclosing the  
24 information contained in these documents.

25 This court has previously pointed out that a  
26 confidentiality agreement between the parties does not per se  
27 constitute a compelling reason to seal documents that outweighs  
28 the interests of public disclosure and access. See Feb. 5, 2016

1 Order at 3, Wilson v. Conair Corp., Civ. No. 1:14-cv-00894; Oct.  
2 8, 2014 Order at 2, Starbucks Corp. v. Amcor Packaging Distrib.,  
3 Civ. No. 2:13-1754; Sept. 3, 2015 Order at 3, Foster Poultry  
4 Farms, Inc. v. Certain Underwriters at Lloyd's, London, Civ. No.  
5 1:14-00953; Sept. 18, 2015 Order at 2, Rosales v. City of Chico,  
6 Civ. No. 2:14-02152. The fact that the assigned magistrate judge  
7 signed the stipulated protective order does not change this  
8 principle.

9           Beyond its contention that the documents are subject to  
10 the parties' Stipulation and Protective Order, Charter offers the  
11 general assertion that the content of the documents includes  
12 confidential and proprietary information, including Charter's  
13 internal training documents and other employee policies,  
14 commission plans, and other sales-related documents. However,  
15 Charter provides no further guidance as to what sensitive  
16 information these internal training documents, commission plans,  
17 or "other sales-related documents" contain that would merit an  
18 order sealing the documents from public view. The documents  
19 defendant has submitted to the court total 211 pages; it is not  
20 the court's burden to parse this substantial amount of material  
21 to determine which portions contain sensitive information. See  
22 Foster Poultry Farms, Inc. v. Certain Underwriters at Lloyd's,  
23 London, Civ. No. 1:14-00953 WBS SAB, 2015 WL 5608241, at \*2 (E.D.  
24 Cal. Sep. 23, 2015).

25           The court therefore finds that Charter has not provided  
26 a compelling reason to shield the submitted documents from public  
27 scrutiny. Accordingly, the court must deny Charter's request to  
28 seal. See Kamakana, 447 F.3d at 1178.

1 II. Plaintiffs' Request

2 Plaintiffs request that the court seal the following  
3 documents:

4 1. Business Account Executive job description, which is  
5 Exhibit 5 to the Soderstrom Declaration;

6 2. Account Executive job description, which is Exhibit  
7 6 to the Soderstrom Declaration;

8 3. Charter's August 22, 2017 "Standards of  
9 Performance," which is Exhibit 8 to the Soderstrom  
10 Declaration;

11 4. Charter's July 2017 "Timekeeping Policy," which is  
12 Exhibit 9 to the Soderstrom Declaration;

13 5. Charter's December 2016 BAE New Hire Training  
14 "Participant Guide," which is Exhibit 10 to the  
15 Soderstrom Declaration;

16 6. Charter's January 2017 New Hire Training  
17 "Participant Guide," which is Exhibit 11 to the  
18 Soderstrom Declaration;

19 7. Charter's January 2017 Account Executive New Hire  
20 "Spectrum Sales Success Process," which is Exhibit 12  
21 to the Soderstrom Declaration;

22 8. Charter's November 2014 Sales New Hire "Participant  
23 Playbook," which is Exhibit 13 to the Soderstrom  
24 Declaration;

25 9. Excerpts of a spreadsheet showing Sinclair's  
26 commission payments, which is Exhibit 14 to the  
27 Soderstrom Declaration;

28 10. Charter's October 22, 2017 Commission Plan Addendum  
with Amended "Attachment A" commissions schedule, which  
is Exhibit 16 to the Soderstrom Declaration;

11. Harper's Salesforce "Leads List Report," which is  
Exhibit 17 to the Soderstrom Declaration; and

(Pls.' Req. to Seal Docs.)

Plaintiffs offer almost exactly the same four reasons  
why these documents should be sealed as Charter. (See id.)  
Plaintiffs merely add "Charter's actual and potential customers"  
as an example of proprietary information purportedly contained

1 within the documents. (See id.) Like Charter, plaintiffs  
2 provide the court with 203 pages of documents with little  
3 guidance as to which portions contain sensitive information.  
4 Accordingly, for the same reasons articulated above, the court  
5 must deny plaintiffs' request to seal. See Kamakana, 447 F.3d at  
6 1178.

7 IT IS THEREFORE ORDERED that Charter and plaintiffs'  
8 request to seal documents (Docket Nos. 96, 99) be, and the same  
9 hereby are, DENIED.

10 Dated: February 12, 2021

  
11 **WILLIAM B. SHUBB**  
12 **UNITED STATES DISTRICT JUDGE**

13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28