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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA, et al.,

Plaintiffs,

v.

SEAGATE TECHNOLOGY, INC.,

Defendant.

No. C 04-01593 WHA

**ORDER DENYING
MOTION TO SEAL**

Defendant has filed a motion to seal documents in connection with its motion to vacate. The information defendant seeks to seal describes work conducted by defendants' counsel in the litigation underlying this action. According to defendant's counsel, the materials include "confidential attorney-client privileged communications and attorney work product related to the underlying action. In addition, the information discloses the precise amounts that Seagate has been charged and paid for defense counsel's work" (Dkt. 385-1 ¶ 4).

Upon review, the approximately 85 pages of documents defendant seeks to seal pertain exclusively to negotiations between counsel over billing rates and amounts charged for attorney services. This constitutes neither attorney-client privileged communications, nor work product, nor information that is otherwise sealable as a trade secret. Defendant's boilerplate claim that disclosure of this information "could harm Seagate if discovered by its litigation adversaries . . .

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[and] result in harm to Seagate and its defense of the underlying action” is vague and unsubstantiated.

Good cause not shown, the motion is **DENIED**.

IT IS SO ORDERED.

Dated: March 18, 2013.



WILLIAM ALSUP
UNITED STATES DISTRICT JUDGE