

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

CHARLES RIDGWAY, et al.,  
Plaintiffs,  
v.  
WAL-MART STORES, INC.,  
Defendant.

Case No. 08-cv-05221-SI

**ORDER DENYING DEFENDANT'S  
MOTION TO SEAL**

Re: Dkt. No. 323

Currently before the Court is defendant’s administrative motion to seal a document in support of its motion to dismiss. Docket No. 323. Having considered the papers filed, including the motion, the declaration of Jenna M. Yott in support of the motion, and the document proposed to be sealed, the Court DENIES defendant’s motion without prejudice.

**BACKGROUND**

On July 8, 2016, defendant Wal-Mart Stores, Inc. (“Wal-Mart”) filed a motion to dismiss, *inter alia*, the claims of class member Kevin Putnam. Docket No. 321. Wal-Mart claims that Putnam “previously agreed to a general release of all claims against Wal-Mart as part of a settlement in an unrelated matter, and that release covers Putnam’s claims in this action.” *Id.* at 1.

That same day, Wal-Mart filed an administrative motion to seal the settlement agreement between Putnam and Wal-Mart. Docket No. 323. According to Wal-Mart, during Putnam’s March 2016 deposition, the document “was marked ‘as confidential pursuant to the [P]rotective [O]rder’ and plaintiffs’ counsel ‘ask[ed] that it be attached separately and treated as confidential.’” *Id.* at 1. Wal-Mart contends that the document “contains sensitive information that Mr. Putnam and Wal-Mart agreed to keep confidential, and the parties would be harmed if this information

1 were made public.” *Id.* Wal-Mart also filed a proposed “redacted” version of the document,  
2 which redacts the text of the eleven-page document in its entirety. *See* Docket No. 323-2.

3 Wal-Mart states that it attempted to meet and confer with plaintiffs’ counsel regarding the  
4 requested relief, but that it received no response. *Id.* Plaintiffs filed no opposition to Wal-Mart’s  
5 motion to seal.

6  
7 **LEGAL STANDARD**

8 With the exception of a narrow range of documents that are “traditionally [] kept secret,”  
9 courts begin their sealing analysis with “a strong presumption in favor of access to court records.”  
10 *Foltz v. State Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1134-35 (9th Cir. 2003). “Reference to a  
11 stipulation or protective order that allows a party to designate certain documents as confidential is  
12 not sufficient to establish that a document, or portions thereof, are sealable.” Civ. L.R. 79-  
13 5(d)(1)(A). “A sealing order may issue only upon a request that establishes that the document, or  
14 portions thereof, are privileged, protectable as a trade secret or otherwise entitled to protection  
15 under the law . . . .” Civ. L.R. 79-5(b). In addition, all requests to file under seal “must be  
16 narrowly tailored,” such that only sealable information is sought to be redacted from public access.  
17 *Id.*

18 When applying to file documents under seal in connection with a dispositive motion, the  
19 party seeking to seal must articulate “compelling reasons supported by specific factual findings  
20 that outweigh the general history of access and the public policies favoring disclosure, such as the  
21 public interest in understanding the judicial process.” *Kamakana v. City and County of Honolulu*,  
22 447 F.3d 1172, 1178-79 (9th Cir. 2006) (internal quotations and citations omitted). Where a party  
23 seeks to seal documents attached to a non-dispositive motion, a showing of “good cause” is  
24 sufficient. *Id.* at 1179-80; *see also* Fed. R. Civ. P. 26(c). Because a motion to dismiss is a  
25 dispositive motion, the “compelling reasons” standard applies here. *See Koninklijke Philips N.V.*  
26 *v. Elec-Tech Int’l Co.*, No. 14-CV-02737-BLF, 2015 WL 581574, at \*1 (N.D. Cal. Feb. 10, 2015).

