

United States District Court
For the Northern District of California

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

SELECT PORTFOLIO SERVICING, et al.,

No. C 12-0334 SI

Plaintiff,

**ORDER DENYING RENEWED MOTION
BY DEFENDANTS CHU AND
CORPORATE COUNSEL LAW GROUP
TO FILE UNDER SEAL**

v.

ABRAHAM VALENTINO; JOHN CHU;
CORPORATE COUNSEL LAW GROUP LLP;
NESZHAO CONSULTING COMPANY, LLC;
KEVIN NESBITT

Defendants.

On April 29, 2013, the Court denied the motion by defendants John Chu and Corporate Counsel Law Group, LLC (“CCLG”) to file certain documents under seal, in connection with their forthcoming motion for determination of good faith settlement. *See* Dkt. 72. Defendants have filed a renewed motion to file documents under seal, which is now before the Court.

In its prior Order, the Court explained that where the motion to seal is connected to a dispositive motion, the movant must show “compelling reasons supported by specific factual findings that outweigh the general history of access and the public policies favoring disclosure, such as the public interest in understanding the judicial process.” *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1178-79 (9th Cir. 2006) (internal quotations and citations omitted). Where the motion to seal is connected to a non-dispositive motion, the movant must show just cause, which requires a “particularized showing” that “specific harm or prejudice will result if the information is disclosed.” *Id.* at 1179-80.

As did the original motion, defendants’ renewed motion fails even the lower “good cause”


1 standard, assuming – without deciding – that the underlying motion is non-dispositive. In its previous
2 order, the Court rejected defendants’ argument that the material should be because the parties agreed
3 among themselves to keep the settlement documentation confidential. Defendants now contend that it
4 was plaintiff Select Portfolio Services, Inc., which wanted to keep the settlement agreement confidential,
5 and that defendants only stipulated to including the confidentiality term in the agreement. Girade Decl.
6 ¶ 5. Defendants argue that there are strong public policy reasons to promote the non-disclosure of
7 settlement agreements. In particular, defendants contend that making the terms of settlement public
8 would harm plaintiff’s “ability to negotiate other settlements in unrelated actions, by exposing its legal
9 strategy for evaluating the settlement value of claims.” *Id.*

10 This generalized statement is insufficient; the same generic claim can be made about all
11 settlements. Defendants have not provided particularized facts – as to these parties, this case, or this
12 particular agreement – to show that any harm might result from disclosure. Instead, defendants have
13 asserted, on information and belief, that plaintiffs’ interests may be harmed.

14 Lacking a particularized showing, the Court hereby DENIES defendants’ administrative motion
15 to file under seal. Defendants may re-file the motion **no later than May 31, 2013**. If defendants
16 continue to assert plaintiffs’ interests, they should provide declarations and factual support from
17 plaintiffs explaining why the material should be sealed.

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19 **IT IS SO ORDERED.**

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21 Dated: May 23, 2013



SUSAN ILLSTON
United States District Judge