

1 The Parties accurately posit that settlement agreements are ordinarily kept secret. However,
2 “an agreement settling an FLSA claim that is submitted for court approval is indisputably a
3 document that is relevant to the performance of the judicial function and useful in the judicial
4 process, and thus a judicial document subject to the presumption of access.” *Lugosch v. Pyramid*
5 *Co. of Onondaga*, 435 F.3d 110, 119 (2nd Cir. 2006). There is “a strong presumption in favor of
6 keeping the settlement agreements in FLSA wage-settlement cases unsealed and available for
7 public view.” *In re Sepracor Inc. FLSA Litigation*, 2009 WL 3253947, at *1 (D. Ariz. 2009).
8 Insofar as such agreement “goes to the heart of the matter being adjudicated—and implicates the
9 underlying policies of the FLSA—the presumption of public access that attaches to judicial
10 documents is at its strongest.” *United States v. Amodeo*, 71 F.3d 1044, 1049 (2d Cir. 1995). “The
11 presumption of public access to settlements of FLSA actions is particularly strong[.] Absent an
12 extraordinary reason, the court cannot seal such records.” *Tran v. Thai*, 2009 WL 2477653, at *1
13 (S.D. Tex. Aug. 12, 2009). The fact that an agreement contains a confidentiality provision or an
14 agreement for sealed filing is insufficient to overcome the presumption of public access. *See*
15 *Sepracor*, 2009 WL 3253947, at *1. Furthermore, the public’s interest in accessing the amount of
16 settlement outweighs the parties’ interest in keeping it confidential. *See Gambrell v. Weber Carpet,*
17 *Inc.*, 2011 WI 3518172, at *1 (D. Kan. 2011).

18 Here, the Parties argue that the terms of the settlement agreement, along with the fact that
19 the agreement contains no admission of wrongdoing and a negotiated provision that it be filed
20 under seal, constitute compelling reasons to seal the agreement. The Court finds, however, that
21 these properties of the proposed agreement do not overcome the public’s interest in accessing it.
22 Upon review of the entire agreement, the Court found no provisions or statements therein that merit
23 shrouding the agreement from the public. Because the Court finds that the Parties have not
24 established a compelling reason that outweighs the presumption in favor of public access, it will
25 deny the instant Motion. Accordingly,

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