

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**JENNIFER S. WHITE,**

**Plaintiff,**

**v.**

**Civil Action 2:17-cv-593**

**Judge George C. Smith**

**Magistrate Judge Chelsey M. Vascura**

**ADENA HEALTH SYSTEM, *et al.*,**

**Defendants.**

**ORDER**

Plaintiff, Jennifer White, has filed an amended motion for leave to file Exhibit 5 of her Complaint under seal and *ex parte*. (ECF No. 4.) Plaintiff indicates that Exhibit 5 is a settlement agreement (“the Agreement”) between herself and Adena Health System and cites the Agreement’s confidentiality provision as justification for preventing access to defendants and the public. She explains that “[t]he confidentiality provision prohibits disclosure of the terms of the Agreement except to enforce its terms.” (*Id.* at 2.) In her Complaint, Plaintiff alleges that Adena Health System breached a non-disparagement provision in the Agreement. (ECF No. 1). In her Amended Motion, she represents that this non-disparagement provision is “the only provision of the Agreement at issue.” (Am. Mot. 2, ECF No. 4.) She therefore asks that the Agreement remain confidential, asserting that disclosure will constitute a breach of the Agreement and cause damage to herself.

In advancing breach-of-contract claims premised upon the non-disparagement provision of the Agreement, Plaintiff has effectively made that portion of the Agreement a subject of this litigation. This, together with Plaintiff's representation that the Agreement contemplates disclosure to enforce its terms, convinces the Court that, at a minimum, the non-disparagement provision of the Agreement may not be filed *ex parte* or even under seal. Based upon Plaintiff's representation that the remainder of the Agreement is not at issue, however, the Court will permit her to redact all but the non-disparagement provision. Further, because Plaintiff represents that the remainder of the Agreement is not at issue, the Court finds no reason to require that it be filed in its entirety. If, as the litigation progresses, it appears that adjudication of the breach-of-contract claim requires disclosure of the full Agreement or other provisions of the Agreement, the Court will consider whether such disclosure should be shielded from public view.

In summary, Plaintiff's Amended Motion (ECF No. 4) is **GRANTED IN PART AND DENIED IN PART** as follows: Plaintiff must publicly disclose the non-disparagement provision of the Agreement as part of her Complaint by filing Exhibit 5 as an addendum to her Complaint, but may redact the other substantive terms of the Agreement. At this juncture, Plaintiff need not file an unredacted version of the Agreement under seal.

**IT IS SO ORDERED.**

/s/ Chelsey M. Vascura  
CHELSEY M. VASCURA  
UNITED STATES MAGISTRATE JUDGE