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5 UNITED STATES DISTRICT COURT
6 WESTERN DISTRICT OF WASHINGTON
7 AT TACOMA

8 CHAO CHEN,

9 Plaintiff,

10 v.

11 THE GEO GROUP, INC.,

12 Defendant.

CASE NO. 3:17-cv-05769RJB

ORDER ON THE GEO GROUP,
INC.'S MOTION FOR AN ORDER
DECLARING THE CONTRACT
FILING SUFFICIENT AND
ALTERNATIVELY TO FILE
LIMITED REDACTED PAGES IN
CAMERA AND UNDER SEAL

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14 THIS MATTER comes before the Court on Defendant The GEO Group, Inc.'s Motion
15 for an Order Declaring the Contract Filing Sufficient and Alternatively to File Limited Redacted
16 Pages in Camera and Under Seal. Dkt. 20.

17 Because an underlying motion referred to portions of a contract between GEO and United
18 States Immigration and Customs Enforcement (ICE) ("the Contract"), the Court requested from
19 the parties "a full copy of the contract[.]" Dkt. 17. In response, Defendant GEO filed a modified
20 version of the Contract that redacts bank routing information and certain pricing information. *See*
21 Dkt. 19. Defendant GEO also filed this motion to seal, which raises the issue of whether GEO
22 may rely on the redacted version of the Contract or whether Defendant GEO must file it in full.

23 Under Local Court Rule (LCR) 5(g), motions to seal must include (1) a certification that
24 the parties have met and conferred, and (2) an explanation of the legitimate interests that warrant

ORDER ON THE GEO GROUP, INC.'S MOTION FOR AN ORDER DECLARING THE CONTRACT FILING
SUFFICIENT AND ALTERNATIVELY TO FILE LIMITED REDACTED PAGES IN CAMERA AND UNDER
SEAL - 1

1 the relief sought, the injury that will result if the relief sought is not granted, and why a less
2 restrictive alternative to the relief sought is not sufficient.

3 There is no dispute that the parties in this case have met and conferred.

4 There is no dispute that bank routing information should remain under seal. To that
5 extent, Defendant GEO's motion should be granted.

6 The parties dispute whether pricing information should remain under seal. Defendant
7 GEO represents¹ that it has a legitimate interest in protecting the pricing information as a trade
8 secret, because its release will increase expenses to ICE and cost GEO its competitive bidding
9 edge. Dkt. 20 at 3, 4; Dkt. 25 at 4-6.

10 In response, Plaintiff Chen argues that Defendant GEO has not met its burden to show a
11 compelling reason to redact pricing information, because pricing information is not a trade
12 secret. Dkt. 23 at 2-5. Plaintiff Chen relies on *Det. Watch Network v. U.S. Immigration &*
13 *Customs Enf't*, 215 F. Supp. 3d 256, 265 (S.D.N.Y. 2016), a case where the district court found
14 that pricing information in an ICE-GEO contract was not a trade secret under a FOIA exemption.
15 *Id.*

16 The Court at present expressly declines to reach the issue of whether the pricing
17 information in the Contract should be public record or should remain sealed. The Contract was
18 filed at the request of the Court, not by the parties, and the Court requested the Contract to better
19 understand the ICE-GEO relationship central to resolving an underlying motion. Based on its
20 review of the Contract, filed with pricing information redacted, the Court reached the merits of
21 the underlying motion without the need to consider pricing information. *See* Dkt. 28. Because of
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23 ¹ GEO made its showing substantially in the Reply brief. *See* Dkt. 25; LCR 3(g)(3)(B) (“Evidentiary support from
24 declarations must be provided where necessary”).

1 the unique procedure that the redacting of pricing information has been raised, the pricing
2 information should remain under seal at present. To that extent, Defendant GEO's motion should
3 be granted.

4 This Order should not, however, be construed to limit the scope of discovery, or to be a
5 ruling on the question of whether the entire document should be, ultimately, filed without any
6 redactions or sealing.

7 * * *

8 THEREFORE, Defendant The GEO Group, Inc.'s Motion for an Order Declaring the
9 Contract Filing Sufficient and Alternatively to File Limited Redacted Pages in Camera and
10 Under Seal (Dkt. 20) is GRANTED IN PART as follows:

11 The Contract, which has redacted bank routing information and pricing information (*see*
12 Dkt. 19), is sufficient as filed at present.

13 The motion is OTHERWISE DENIED.

14 IT IS SO ORDERED.

15 The Clerk is directed to send uncertified copies of this Order to all counsel of record and
16 to any party appearing pro se at said party's last known address.

17 Dated this 11th day of December, 2017.

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19 ROBERT J. BRYAN
20 United States District Judge