

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Daniel Gonzalez, et al. v. County of Alameda, et al.

Gonzalez v. County of Alameda · No. 3:19-cv-07423-JSC · Decided August 18, 2025

SUMMARY

The United States District Court for the Northern District of California denied Plaintiffs’ administrative motions to seal documents related to an upcoming evidentiary hearing on enforcement of a settlement agreement. The court found that Plaintiffs failed to establish compelling reasons for sealing or comply with the applicable local rule, while reserving consideration of an attorney-client privilege issue for the hearing and keeping one filing locked because of sensitive personal information.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Jacqueline Scott Corley
JURISDICTION	United States District Court for the Northern District of California
DECIDED	August 18, 2025
DOCKET	3:19-cv-07423-JSC
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiffs filed three administrative motions to seal documents that they presumably intended to use as exhibits at an evidentiary hearing on the County’s motion to enforce a settlement agreement.
STANDARD OF REVIEW	Motions to seal judicial records related to a dispositive motion are governed by a compelling-reasons standard, and the moving party bears the burden of overcoming the strong presumption of public access. Requests must also comply with Civil Local Rule 79-5, including the requirement that sealing be narrowly tailored.
PRECEDENTIAL VALUE	Unknown
PARTIES	Daniel Gonzalez, et al. v. County of Alameda, et al.

TOPICS

- civil procedure
- attorney client privilege
- evidence

PRACTICE AREAS

civil procedure

evidence

attorney-client privilege

QUESTIONS PRESENTED

1. Whether Plaintiffs demonstrated compelling reasons sufficient to overcome the presumption of public access and justify sealing documents related to a motion to enforce a settlement agreement.
2. Whether Plaintiffs' sealing requests complied with Civil Local Rule 79-5's narrow-tailoring requirement.
3. Whether the retainer agreement was protected from disclosure by the attorney-client privilege based on the identity of the attorney's clients or the nature of the fee arrangements.
4. Whether the court should determine at that time whether Mr. Geyer waived attorney-client privilege.

HOLDINGS

1. Plaintiffs failed to meet the compelling-reasons standard required to seal the documents because their motions did not provide document-specific analysis or factual support showing that sealing outweighed the public's interest in access.
2. Plaintiffs' motions failed to comply with Civil Local Rule 79-5(c) because they were not narrowly tailored and did not adequately identify and justify the sealing of particular materials.
3. The retainer exhibit was not protected by attorney-client privilege merely because it concerned the identity of an attorney's clients or the nature of the attorney's fee arrangements.
4. The court deferred deciding whether Mr. Geyer waived attorney-client privilege until the August 19, 2025 evidentiary hearing.

KEY QUOTATIONS

"A party seeking to seal a judicial record ... bears the burden of overcoming this strong presumption by meeting the 'compelling reasons' standard." (at 1)

"Plaintiffs' motions fail to demonstrate compelling reasons or comply with Local Rule 79-5(c)." (at 2)

"generally the identity of an attorney's clients and the nature of his fee arrangements with his clients are not confidential communications protected by the attorney-client privilege." (at 2)

FACTUAL BACKGROUND

Plaintiffs sought to seal a retainer agreement, an email, a declaration, and other documents in connection with an upcoming evidentiary hearing on enforcement of a settlement agreement. One motion appeared to seek a ruling that Mr. Geyer had waived attorney-client privilege, while another consisted only of a caption page and purported consents and did not discuss the attached documents. The court found that Plaintiffs failed to explain what sealing standard applied to particular documents or why sealing was justified. Some attachments to one motion contained sensitive personal information concerning Mr. Geyer and did not appear relevant to the underlying dispute.

PROCEDURAL HISTORY

In advance of the August 19, 2025 evidentiary hearing, Plaintiffs filed administrative motions to seal at Docket Nos. 570, 571, and 580. The County opposed the motions. The district court denied the motions, while keeping certain sensitive attachments to Docket No. 571 locked from public access pending discussion with counsel at the hearing.

DISPOSITION

other

CASES CITED

- Kamakana v. City & County of Honolulu, 447 F.3d 1172, 1178-79 (9th Cir. 2006)
- In re Volkswagen "Clean Diesel" Marketing, Sales Practices, & Products Liability Litigation, No. 2672 CRB (JSC), 2020 WL 2425792, at *4 (N.D. Cal. May 12, 2020)
- In re Osterhoudt, 722 F.2d 591, 592 (9th Cir. 1983)

OPINION

Gonzalez v. Ahern

PER CURIAM.

1 2 3

4 UNITED STATES DISTRICT COURT

5 NORTHERN DISTRICT OF CALIFORNIA

6 7 DANIEL GONZALEZ, et al., Case No. 3:19-cv-07423-JSC 8 Plaintiffs,

ORDER RE: PLAINTIFFS'

9 v. ADMINISTRATIVE MOTIONS TO

SEAL

10 COUNTY OF ALAMEDA, et al., Re: Dkt. Nos. 570, 571, 580 Defendants. 11 12 13 In
advance of the August 19, 2025 evidentiary hearing on the County's motion to enforce 14 the
settlement agreement, Plaintiffs submitted three administrative motions to seal seeking to file 15
documents which Plaintiffs' counsel presumably intends to use as exhibits at the upcoming 16
evidentiary hearing. (Dkt. Nos. 570, 571, 580.1) The first such motion was docketed as "third 17
administrative motion to seal" and appears to seek leave to file three documents (a retainer 18
agreement, an email, and the Declaration of Eric Wayne) under seal. (Dkt. No. 570.) The second
19 motion was docketed as "fourth administrative motion to seal" and appears to seek a
determination 20 Mr. Geyer has waived his attorney client privilege and attached several
documents which are not 21 discussed in the motion. (Dkt. No. 571.) The County filed an
opposition to these motions. (Dkt.

22 No. 572.) Plaintiffs have since filed a "fifth administrative motion to seal" which consists only
of

23 a caption page and attaches "consents" from Shedrick Henry and Eric Rivera. (Dtk. No. 580.)

24 Plaintiffs' motions are DENIED. 25 In considering motions to seal, courts recognize "a strong presumption in favor of access is 26 the starting point." *Kamakana v. City & Cnty. Of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006) 27 1 (cleaned up). A compelling reasons standard applies to documents related to motions to enforce a 2 settlement. In *re Volkswagen "Clean Diesel" Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. 2672 3 CRB (JSC), 2020 WL 2425792, at *4 (N.D. Cal. May 12, 2020) (concluding "[t]he motion to 4 enforce the settlement agreement was a dispositive motion since it sought to compel the reneging 5 Plaintiffs to relinquish their claims" and collecting cases). "A party seeking to seal a judicial 6 record ... bears the burden of overcoming this strong presumption by meeting the 'compelling 7 reasons' standard." *Kamakana*, 447 F.3d at 1178. "[T]he party must articulate compelling reasons 8 supported by specific factual findings that outweigh the general history of access and the public 9 policies favoring disclosure such as the public interest in understanding the judicial process." *Id.* at 10 1178–79 (internal quotation marks, alterations, and citations omitted). "In general, 'compelling 11 reasons' sufficient to outweigh the public's interest in disclosure and justify sealing court records 12 exist when such court files might have become a vehicle for improper purposes, such as the use of 13 records to gratify private spite, promote public scandal, circulate libelous statements, or release 14 trade secrets." *Id.* at 1179 (cleaned up). In addition, parties moving to seal their own or another 15 party's materials must comply with Civil Local Rule 79-5. See Civ. L.R. 79-5(c)(3) (requests for 16 sealing should be "narrowly tailored to seal only the sealable material."). 17 Plaintiffs' motions fail to demonstrate compelling reasons or comply with Local Rule 79- 18 5(c). The motions recite a series of legal standards, but fail to provide any analysis of what 19 standard applies to any particular document and why, and, in the case of the "fourth" and "fifth" 20 motions, fails to include any discussion of the documents at all. 21 Further, Plaintiffs' contention the retainer exhibit is protected by attorney client privilege is 22 incorrect. See *In re Osterhoudt*, 722 F.2d 591, 592 (9th Cir. 1983) ("generally the identity of an 23 attorney's clients and the nature of his fee arrangements with his clients are not confidential 24 communications protected by the attorney-client privilege.") (cleaned up). 25 Finally, to the extent Plaintiffs' counsel seeks a finding Mr. Geyer has waived any attorney 26 client privilege (Dkt. No. 571), the Court will address this issue at the evidentiary hearing on 27 August 19, 2025.

1 Nos. 570, 571, 580.) However, as some of the attachments to Docket No. 571 contain sensitive
2 || personal information as to Mr. Geyer and do not appear relevant to the underlying dispute, the
3 Court will keep this filing locked from public access on ECF and discuss the matter with counsel
4 || at the hearing. 5 IT IS SO ORDERED. 6 Dated: August 18, 2025 7 ' re 8

ACQUELINE SCOTT CORLE

9 United States District Judge 10 11 12 © 15 16 = 17 Z 18 19 20 21 22 23 24 25 26 27 28