

**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

OPINION

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