

**UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF
WASHINGTON**

Justin Cox v. First Student Inc.

Cox · No. 3:25-cv-05497-DGE · Decided December 1, 2025

SUMMARY

The United States District Court for the Western District of Washington ruled on First Student Inc.'s motion to seal exhibits filed in connection with a motion to compel arbitration. The court denied sealing for exhibits concerning business information about the company's bus fleet and maintenance, finding that the defendant had not shown compelling reasons or provided a narrowly tailored request. The court granted sealing for exhibits containing nonparty employees' personally identifying and employment-related information and directed the Clerk to seal those exhibits.

OPINION

1 2 3 4 5 6 7 UNITED STATES DISTRICT COURT 8 WESTERN DISTRICT OF
WASHINGTON AT TACOMA 9 10 JUSTIN COX, CASE NO. 3:25-cv-05497-DGE 11 Plaintiff,
ORDER ON MOTION TO SEAL 12 v. (DKT. NO. 25) 13 FIRST STUDENT INC., 14 Defendant.
15 16 I INTRODUCTION 17 This matter comes before the Court on Defendant's motion to file
under seal pursuant to 18 Local Civil Rule 5(g).

(Dkt. No. 25.) Plaintiff does not oppose the sealing of “truly confidential 19 or proprietary”
documents generally, but contests that the information at issue here meets that 20 standard. (Dkt.
No. 27.) His “non-opposition is made solely to avoid unnecessary delay.” (Id. 21 at 1.) Defendant
submitted a reply in further support of its motion. (Dkt. No. 28.) 22 23 24 1 II BACKGROUND 2
Defendant seeks to maintain under seal Exhibits B–J to the Declaration of Justin Cox 3 attached to
Plaintiff's opposition to Defendant's motion to compel arbitration.

(Dkt. Nos. 22-2– 4 22-10.) In its motion to seal, Defendant states these exhibits are internal
communications that 5 “Plaintiff improperly took with him as he left [Defendant]'s
employment.”¹ (Dkt. No. 25 at 1.) 6 Defendant argues these exhibits are “wholly irrelevant” to the
question of the validity and 7 enforceability of the arbitration agreement contained in Plaintiff's
employment agreement and 8 emphasizes that Plaintiff does not rely upon the exhibits in his
opposition to the motion to 9 compel arbitration.² (Id. at 1–2.)

Defendant's position is that Plaintiff is instead using the 10 exhibits “in an attempt to malign
[Defendant]” and place confidential information about its 11 business and employees into the
public domain. (Id. at 2.) 12 In response, Plaintiff states he does not oppose the “limited sealing of
materials that 13 qualify as truly confidential or proprietary under applicable law.” (Dkt.

No. 27 at 1.) However, 14 Plaintiff disputes that the contested exhibits meet this standard and states his position that the 15 16 1 Plaintiff's possession of these communications—and the injunctive relief Defendant sought in Ohio state court against Plaintiff for having them—is one of the issues presented in the motion to 17 compel arbitration and related briefing.

(See Dkt. Nos. 9, 21, 23.) Defendant's position is that Plaintiff performed a "massive data transfer on the same day he resigned" (Dkt. No. 25 at 2), in 18 which he downloaded "over 790MB of data from his First Student issued laptops to an external hard drive." (Dkt. No. 9 at 5.)

The contested emails at issue here were apparently part of that 19 transfer. 2 Plaintiff refutes this claim in his "non-opposition," asserting the documents are indeed material 20 to the issues before the Court. (See Dkt. No. 27 at 2.)

As a general matter, the exhibits' relevance to the motion to compel arbitration (or lack thereof) has no bearing on whether the 21 information itself is confidential under the applicable standard. See *Ohana Military Cmtys., LLC v. Barber*, Civil No. 18-00042 KJM, 2019 WL 13323121, at *3 (D. Haw. Feb. 14, 2019) 22 (concluding that the claimed irrelevance of certain provisions of an agreement does not constitute a compelling interest to seal the provisions in the dispositive matter before the court).

23 Therefore, the Court must still analyze whether the exhibits should be sealed, notwithstanding their purported irrelevance to the motion to compel arbitration. 24 1 contested exhibits "do not contain any trade secrets, confidential, or proprietary information." 2 (Id.) Plaintiff adds the documents were previously produced in "unsealed form" in the Ohio 3 litigation "without a confidentiality designation." (Id.)

4 III DISCUSSION 5 A. Legal Standard 6 "Historically, courts have recognized a general right to inspect and copy public records 7 and documents, including judicial records and documents." See *Kamakana v. City and Cnty. of 8 Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006) (internal quotations omitted).

Although "access 9 to judicial records is not absolute," there is a "strong presumption in favor of access." Id. "The 10 presumption of access is based on the need for federal courts, although independent—indeed, 11 particularly because they are independent—to have a measure of accountability and for the 12 public to have confidence in the administration of justice." *Ctr. for Auto Safety v. Chrysler Grp., 13 LLC*, 809 F.3d 1092, 1096 (9th Cir.

2016) (internal quotations omitted). Accordingly, "a party 14 seeking to seal a judicial record then bears the burden of overcoming this strong presumption by 15 meeting the 'compelling reasons' standard." *Kamakana*, 447 F.3d at 1178 (citing *Foltz v. State 16 Farm Mut. Auto. Ins. Co.*, 331 F.3d 1122, 1135 (9th Cir. 2003).

Under the compelling reasons 17 standard, “a court may seal records only when it finds ‘a compelling reason and articulate[s] the 18 factual basis for its ruling, without relying on hypothesis or conjecture.’” *Ctr. for Auto Safety*, 19 809 F.3d at 1096–1097 (quoting *Kamakana*, 447 F.3d at 1179). “What constitutes ‘compelling 20 reason’ is ‘best left to the sound discretion of the trial court.’” *Id.* at 1097 (quoting *Nixon v. 21 Warner Commnc’ns, Inc.*, 435 U.S. 589, 599 (1978)).

22 The Ninth Circuit has recognized that “‘compelling reasons’... exist when [] ‘court files 23 might have become a vehicle for improper purposes,’ such as the use of records to gratify private 24 1 spite, promote public scandal, circulate libelous statements, or release trade secrets.” *Kamakana*, 2 447 F.3d at 1179 (quoting *Nixon*, 435 U.S. at 598). Courts in this circuit have found compelling 3 reasons for sealing documents that contain business and financial agreements.

See, e.g., *In re 4 Apple Inc. Device Performance Litig.*, No. 5:18-MD-02827-EJD, 2019 WL 1767158, *2 (N.D. 5 Cal. Apr. 22, 2019) (“Courts applying the compelling reasons standard have upheld the sealing 6 of trade secrets, marketing strategies, product development plans, detailed product-specific 7 financial information, customer information, internal reports and other such materials that could 8 harm a party’s competitive standing”); *Transperfect Glob., Inc. v. Motionpoint Corp.*, No. C 10– 9 2590 CW, 2013 WL 209678, at *1 (N.D.

Cal. Jan. 17, 2013) (granting motion to seal exhibits 10 that contained proprietary information about the sealing party’s internal business operations). 11 B. Exhibits 12 The information in the exhibits that Defendant seeks to seal can be broken into two 13 categories: business information related to Defendant’s bus fleet and maintenance, and 14 personally identifying information related to a nonparty and their termination.

15 Defendant states it keeps information related to the size of its school bus fleet and its 16 maintenance issues confidential because “the size of its fleet has a direct correlation on its ability 17 to meet customer demands, the amount it can charge for services, and its ability to compete with 18 [its] competitors in the industry.” (Dkt. No. 25 at 4.) According to Defendant, each of the 19 contested exhibits contains information that must be shielded from misuse to protect its 20 competitive advantage.

(*Id.* at 7.) The exhibits it seeks to seal includes information related to (1) 21 concerns about the maintenance of Defendant’s bus fleet; (2) the number of Defendant’s buses 22 that were out of service, how long they were out of service, why they were out of service, and the 23 return status for the buses; (3) Defendant’s fleet numbers, including the “number of routes out of 24 1 budget”; (4) a non-party’s concerns about compliance with “state certifications”; and (5) 2 maintenance standards across Defendant’s locations.

(Id. at 3–4.) 3 “A privately held business’s need for confidentiality with respect to sensitive business 4 information is a compelling reason justifying sealing.” *ImprimisRx, LLC v. OSRX, Inc.*, Case 5 No. 21-cv-01305-BAS-DDL, 2024 WL 1269474, at *2 (S.D. Cal. Mar. 25, 2024). Further, 6 courts often refuse to allow the public disclosure of confidential business information that could 7 “provide competitors insight into the parties’ business operations,” which might harm a 8 litigant’s competitive standing.

In re Bank of Am. Cal. Unemployment Benefits Litig., Case No.: 9 21MD2992-GPC(MSB), 2024 WL 4820704, at *6 (S.D. Cal. Nov. 12, 2024) (citation omitted); 10 see also In re Google Location History Litig., 514 F. Supp. 3d 1147, 1162 (N.D. Cal. 2021) 11 (documents that may harm a party’s competitive standing include “customer information, 12 internal reports, and other such materials”).

13 However, the “mere fact the production of records may lead to a litigant’s 14 embarrassment, incrimination, or exposure to further litigation will not, without more, compel 15 the court to seal its records.” *Kamakana*, 447 F.3d at 1179. Defendant argues Plaintiff’s only 16 reason for including the contested exhibits was to vindicate a “personal vendetta” against 17 Defendant and publicly reveal information that may harm Defendant’s business.

(Dkt. No. 25 at 18 7.) But Defendant has not articulated a factual basis for this assertion; rather, Defendant relies 19 on its belief that the contested exhibits contain what Plaintiff thinks is “harmful to [Defendant]’s 20 reputation.” (Id.) Defendant does not articulate what harm to its reputation, if any, would ensue 21 if the contested exhibits remain unsealed.

The Court declines to speculate and finds that the 22 unspecified harm to Defendant’s reputation is not sufficient, on its own, to merit sealing. See 23 *Sjostrom v. Kraatz*, Case No. 16-cv-01381-DMR, 2016 WL 3940886, at *2 (N.D. Cal. July 21, 24 1 2016) (citing *Hagestad v. Tragesser*, 49 F.3d 1430, 1434 (9th Cir. 1995) (a district court must 2 “base its decision [to seal documents] on a compelling reason and articulate the factual basis for 3 its ruling, without relying on hypothesis or conjecture”).

4 The Court also concludes Defendant’s assertion that the “size of its fleet has a direct 5 correlation on its ability to meet customer demands, the amount it can charge for services, and its 6 ability to compete with [its] competitors in the industry” fails to satisfy the compelling reasons 7 standard. (Dkt. No. 25 at 4.) Defendant does not explain why the information contained in these 8 exhibits, which appears to deal with various bus safety concerns raised by employees, “directly 9 correlates” with its ability to meet customer demands or how much it can charge, nor does it 10 explain why, exactly, this information is proprietary.

(Id.) Neither does Defendant explain how 11 it would suffer competitively if the information in the contested exhibits was revealed to the 12 public. See *Hodges v. Apple, Inc.*, Case No. 13–cv–

01128–WHO (WHO), 2013 WL 6070408, at 13 *2 (N.D. Cal. Nov. 18, 2013) (“An unsupported assertion of unfair advantage to competitors 14 without explaining how a competitor would use the information to obtain an unfair advantage is 15 insufficient.”).

Simply defining the information as confidential and concluding it should not be 16 publicly available “does not demonstrate [the exhibits] are properly sealable.” *Fairbairn v. 17 Fidelity Invs. Charitable Gift Fund*, Case No. 18-cv-04881-JSC, 2020 WL 6788864, at *1 (N.D. 18 Cal. Mar. 2, 2020).

The Court also notes Defendant’s request is not narrowly tailored because it 19 provides the same justification for sealing all seven exhibits. See LCR 5(g)(3)(A). Accordingly, 20 Defendant’s motion to seal Exhibits B, C, D, G, H, I, and J (Dkt. Nos. 22-2, 22-3, 22-4, 22-7, 22- 21 8, 22-9, 22-10) is DENIED. 22 As to the personal non-party information, Defendant requests the Court seal the 23 “communications involving investigations of another nonparty employee” because the disclosure 24 1 of those communications “could harm the employee’s reputation and ability to obtain other 2 employment,” whether with Defendant or another employer.

(Dkt. No. 25 at 4.) The 3 communications at issue involve a non-party employee’s failure to follow their supervisor’s 4 directives and the company’s safety expectations, which led to their termination. (Id. at 3–4.) 5 “Courts have found compelling reasons exist to seal non-parties’ personal information 6 when such information is not central to the issues in the case.” 3D Sys., Inc. v. Wynne, Case No.: 7 21-cv-1141-AGS-DDL, 2024 WL 1122377, at *3 (C.D.

Cal. Mar. 14, 2024) (citing *ImprimisRx*, 8 2023 WL 7029210, at *4). This is in part because personally identifying information “could 9 become a vehicle for improper purposes.” Id. (citation omitted). Information related to 10 “performance issues, discipline, reasons for termination, and employment records” of third 11 parties should be sealed because revealing such information could “lead to harassment and 12 embarrassment for the third parties and infringes upon their privacy interests in keeping their 13 employment records confidential.” *eBay Inc v. Boch*, Case No. 19-cv-04422-BLF, 2022 WL 14 1131720, at *2 (N.D.

Cal. Marc. 21, 2022) (granting motion to seal information pertaining to 15 confidential employment records of third parties unrelated to the motion before the court). 16 Here, the Court agrees with Defendant that there are compelling reasons to seal Exhibits 17 E and F, which reference the nonparty employee. This is because the employee was investigated 18 and disciplined for reasons unrelated to Plaintiff’s lawsuit or Defendant’s motion to compel 19 arbitration, see 3D Sys., 2024 WL 1122377, at *3, and the Court agrees that revealing this 20 employee’s personally identifying information could “harm the employee’s reputation and ability 21 to obtain other employment.” (Dkt.

No. 25 at 4.) The Court notes there is information in 22 Exhibits E and F that references several other non-party employees that were involved in the 23 investigation. (See generally Dkt. Nos. 22-5; 22-6.) While Defendant did not request to seal 24 1 these other employees' personal information, the Court believes similar compelling reasons exist 2 to avoid infringing upon their privacy interests, especially as it relates to the sensitive issue of a 3 colleague's termination.

See eBay, 2022 WL 1131720, at *2. Further, because the information 4 in Exhibits E and F is not central to Defendant's motion to compel arbitration, nor the litigation 5 at large, the non-party employees' "strong interest[s]" in privacy outweigh the public's interest in 6 accessing these documents. *Aevoe Corp. v. AE Tech. Co.*, No. 2:12-cv-00053-GMN-NJK, 7 2013 WL 5923426, at *2 (D.

Nev. Nov. 1, 2013) (citing *TriQuint Semiconductor, Inc. v. Avago 8 Techs., Ltd.*, No. CV 09-1531-PHX-JAT, 2011 WL 4947343, at *3 (D. Ariz. Oct. 18, 2011), on 9 reconsideration, 2011 WL 5190264 (D. Ariz. Nov. 1, 2011). Defendant's motion to seal 10 Exhibits E and F (Dkt. Nos. 22-5, 22-6) is therefore GRANTED. 11 IV CONCLUSION 12 For the foregoing reasons, the Court GRANTS in part and DENIES in part Defendant's 13 motion to seal (Dkt.

No. 25). The Clerk is directed to seal Dkt. Nos. 22-5 and 22-6. 14 15 Dated this 1st day of December 2025. 16 a 17 David G. Estudillo 18 United States District Judge 19 20 21 22 23 24