

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Jane Doe v. Apple Inc. Health and Welfare Benefit Plan

Doe v. Apple Inc. Health and Welfare Benefit Plan · No. 22-cv-02566-EJD · Decided March 14, 2023

SUMMARY

The United States District Court for the Northern District of California partially granted and partially denied Jane Doe’s amended administrative motion to seal excerpts of her opposition to a motion to dismiss and a supporting declaration. The court held that compelling reasons supported sealing references that would effectively disclose a confidential settlement agreement or negotiation communications, but found that the proposed redactions were not narrowly tailored where information had already been publicly disclosed. The court ordered revised redacted filings by March 28, 2023.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Edward J. Davila
JURISDICTION	United States District Court for the Northern District of California
DECIDED	March 14, 2023
DOCKET	22-cv-02566-EJD
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff moved for leave to file portions of her opposition to Defendant's motion to dismiss and a supporting declaration under seal after the court denied her earlier sealing motion without prejudice.
STANDARD OF REVIEW	Requests to seal judicial records that are more than tangentially related to the underlying cause of action require compelling reasons supported by specific factual findings that outweigh the strong presumption of public access; sealing must also be narrowly tailored.
PRECEDENTIAL VALUE	unpublished district court order
PARTIES	Jane Doe v. Apple Inc. Health and Welfare Benefit Plan

TOPICS

- civil procedure
- contracts

PRACTICE AREAS

civil procedure

electronic filing and court records

confidentiality and sealing

QUESTIONS PRESENTED

1. Whether Plaintiff demonstrated compelling reasons to seal excerpts of her opposition to Defendant's motion to dismiss and a supporting declaration that quote or refer to a confidential settlement agreement and related negotiations.
2. Whether Plaintiff's proposed redactions were narrowly tailored and supported by a particularized justification, including for information already publicly disclosed.

HOLDINGS

1. A court may seal excerpts of filings that quote from a confidential settlement agreement or refer to the agreement or related negotiation communications so directly that disclosure would effectively unseal the agreement when compelling reasons support protecting the material.
2. A sealing request must be narrowly tailored and supported by a particularized justification; material already disclosed in publicly filed documents is not properly subject to sealing.

KEY QUOTATIONS

"Historically, courts have recognized a 'general right to inspect and copy public records and documents, including judicial records and documents.'" (1)

"Accordingly, when considering a sealing request, 'a strong presumption in favor of access is the starting point.'" (1)

"Parties seeking to seal judicial records relating to motions that are 'more than tangentially related to the underlying cause of action,' bear the burden of overcoming the presumption with 'compelling reasons supported by specific factual findings that outweigh the general history of access and the public policies favoring disclosure.'" (1-2)

"Further, the Local Rules of this Court require that all requests to file under seal be 'narrowly tailored to seek sealing only of sealable material.'" (2)

FACTUAL BACKGROUND

Plaintiff sought to seal excerpts of her opposition to Defendant's motion to dismiss and a supporting declaration referring to a confidential Settlement Agreement and Release and related negotiation communications. The court had previously found compelling reasons to protect the Settlement Agreement, settlement communications, Plaintiff's identity, and sensitive personal and medical history. Plaintiff's proposed redactions also included information already disclosed in publicly filed documents, including the phrase "in the Utah Case."

PROCEDURAL HISTORY

The court previously denied Plaintiff's administrative motion to seal without prejudice and permitted refiling in conformity with Civil Local Rule 79-5. Plaintiff filed an amended administrative motion to seal, which the court

granted in part and denied in part.

DISPOSITION

other

REMAND INSTRUCTIONS

Plaintiff was ordered to file revised redacted versions of her opposition brief and supporting declaration by March 28, 2023. If she did not resubmit revised redactions by that date, the court would unseal the documents in their entirety, except for direct quotations from the Settlement Agreement.

CASES CITED

- Kamakana v. City & County of Honolulu, 447 F.3d 1172, 1178-79 (9th Cir. 2006)
- Nixon v. Warner Communications, Inc., 435 U.S. 589, 597 & n.7 (1978)
- Foltz v. State Farm Mutual Automobile Insurance Co., 331 F.3d 1122, 1135 (9th Cir. 2003)
- Center for Auto Safety v. Chrysler Group, LLC, 809 F.3d 1092, 1099 (9th Cir. 2016)
- Hagestad v. Tragesser, 49 F.3d 1430, 1434 (9th Cir. 1995)
- Valley Broadcasting Co. v. U.S. District Court for the District of Nevada, 798 F.2d 1289, 1295 (9th Cir. 1986)
- In re Apple Inc. Device Performance Litigation, No. 5:18-MD-02827-EJD, 2019 WL 1767158, at *2 (N.D. Cal. Apr. 22, 2019)

OPINION

1 2 3 4 UNITED STATES DISTRICT COURT 5 NORTHERN DISTRICT OF CALIFORNIA 6
SAN JOSE DIVISION 7 8 JANE DOE, Case No. 22-cv-02566-EJD 9 Plaintiff, ORDER
GRANTING IN PART AND DENYING IN PART PLAINTIFF'S 10 v. AMENDED
ADMINISTRATIVE MOTION TO SEAL 11 APPLE INC. HEALTH AND WELFARE BENEFIT
PLAN, 12 Re: ECF No. 29 Defendant. 13 14 On February 15, 2023, the Court issued an order that
in relevant part denied without 15 prejudice Plaintiff Jane Doe's ("Plaintiff") administrative
motion to file under seal excerpts of her 16 opposition to Defendant Apple Inc. Health and Welfare
Benefit Plan's ("Defendant") motion to 17 dismiss.

ECF No. 27 ("Prior Order"). The Court permitted Plaintiff to refile the motion to seal in 18
conformity with Civil L.R. 79-5. On February 28, 2023, Plaintiff filed the Amended 19
Administrative Motion to Seal presently before the Court. ECF No. 29 ("Motion").

For the 20 following reasons, the Court GRANTS IN PART and DENIES IN PART Plaintiff's
Motion. 21 I. LEGAL STANDARD 22 "Historically, courts have recognized a 'general right to
inspect and copy public records 23 and documents, including judicial records and documents.'" Kamakana v. City & Cty. of 24 Honolulu, 447 F.3d 1172, 1178 (9th Cir. 2006) (quoting Nixon v.
Warner Commc'ns, Inc., 435 25 U.S. 589, 597 & n.7 (1978)).

Accordingly, when considering a sealing request, “a strong 26 presumption in favor of access is the starting point.” Kamakana, 447 F.3d at 1178 (internal 27 quotation marks omitted); see also Foltz v. State Farm Mut. Auto. Ins. Co., 331 F.3d 1122, 1135 1 (9th Cir. 2003) (in considering whether documents should be sealed, courts “start with a strong 2 presumption in favor of access to court records.”).

Parties seeking to seal judicial records relating 3 to motions that are “more than tangentially related to the underlying cause of action,” Ctr. for Auto 4 Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1099 (9th Cir. 2016), bear the burden of overcoming 5 the presumption with “compelling reasons supported by specific factual findings that outweigh the 6 general history of access and the public policies favoring disclosure.” Kamakana, 447 F.3d at 7 1178–79 (internal quotation marks and citation omitted).

Further, the Local Rules of this Court 8 require that all requests to file under seal be “narrowly tailored to seek sealing only of sealable 9 material.” Civ. L.R. 79-5(a). 10 In determining whether there are compelling reasons to seal, “courts should consider all 11 relevant factors, including: ‘the public interest in understanding the judicial process and whether 12 disclosure of the material could result in improper use of the material for scandalous or libelous 13 purposes or infringement upon trade secrets.’” Foltz, 331 F.3d at 1135 (quoting Hagestad v. 14 Tragesser, 49 F.3d 1430, 1434 (9th Cir.

1995)). Courts must “‘conscientiously balance[] the 15 competing interests’ of the public and the party who seeks to keep certain judicial records secret.” 16 Kamakana, 447 F.3d at 1179 (quoting Foltz, 331 F.3d at 1135).

After considering these interests, 17 if the court decides to seal certain judicial records, it must “base its decision on a compelling 18 reason and articulate the factual basis for its ruling, without relying on hypothesis or conjecture.” 19 Hagestad, 49 F.3d at 1434 (citing Valley Broad. Co. v. U.S. Dist. Court for Dist. of Nevada, 798 20 F.2d 1289, 1295 (9th Cir.

1986)). Compelling reasons may exist to seal “trade secrets, marketing 21 strategies, product development plans, detailed product-specific financial information, customer 22 information, internal reports and other such materials that could harm a party’s competitive 23 standing... [but] courts should exercise caution not [to] allow these exceptions [to] swallow the 24 strong presumption in favor of disclosure.” In re Apple Inc. Device Performance Litig., No. 5:18- 25 MD-02827-EJD, 2019 WL 1767158, at *2 (N.D.

Cal. Apr. 22, 2019). 26 II. DISCUSSION 27 Plaintiff asks to seal material that is more than tangentially related to the underlying cause 1 of action, as she seeks to seal a significant portion of the opposition brief to the pending 2 dispositive motion to dismiss.

Accordingly, Plaintiff must provide compelling reasons, based on 3 specific facts, to maintain this information under seal. *Kamakana*, 447 F.3d at 1178–79. 4 Plaintiff requests to seal those excerpts of her opposition brief to Defendant’s motion to 5 dismiss and the supporting declaration that refer to the parties’ Confidential Settlement Agreement 6 and Release dated December 21, 2021 (“Settlement Agreement”).

Mot. at 1. The Court 7 previously found that compelling reasons exist to seal the Settlement Agreement. Prior Order at 8 3–4 (discussing the importance of protecting confidential settlement communications to promote 9 settlement and the protection of Plaintiff’s identity given the sensitive personal and medical 10 history underlying this matter, Plaintiff’s status as a minor at the time of the events, and Plaintiff’s 11 choice to file suit as a Jane Doe plaintiff).

For the same reasons, the Court found it “appropriate to 12 seal those portions of Defendant’s papers that quote from the Settlement Agreement or refer to the 13 contents of either the Settlement Agreement or negotiation communications so directly that the 14 reference in essence unseals the Settlement Agreement.” *Id.* at 4.

The Court does not disturb that 15 finding here, and holds for the same reasons articulated in the Prior Order that it is appropriate to 16 seal excerpts of Plaintiff’s opposition brief and the supporting declaration that quote from or refer 17 to the Settlement Agreement or negotiation communications in such a way that the Settlement 18 Agreement is effectively unsealed.

19 However, the Court finds that the specific redactions proposed by Plaintiff are not 20 narrowly tailored and that Plaintiff does not provide a sufficient particularized justification for 21 sealing all the portions requested.

For example, Plaintiff seeks to seal information that it has 22 revealed in publicly filed documents. Compare ECF No. 22 (“Opp.”) i:11, 3:14–15, 4:23, 12:2 23 (revealing phrase “in the Utah Case” in publicly filed opposition to motion to dismiss), with, e.g., 24 ECF No. 29-1 i:6, 6:13–14 (seeking to seal “in the Utah Case”).

The Court previously found this 25 same language was not appropriate for sealing. Prior Order at 4–5. Accordingly, the Court 26 GRANTS IN PART and DENIES IN PART Plaintiff’s Motion as described below. 27 III. CONCLUSION 1 For the foregoing reasons, the Court GRANTS IN PART and DENIES IN PART 2 Plaintiff’s Motion as follows. All references to “sealed” words are with regard to the highlighted 3 excerpts of the documents attached to the Motion.

4 5 Document Portions Sought to be Sealed Ruling Plaintiffs’ Opposition to Pages i:14–16, i:18–19, 5:21– Denied as to pages: 6 Defendant’s Motion to 28, 6:1–10, 6:12–14, 6:18–21, i:16 (first four sealed words); 7 Dismiss (ECF Nos. 22; 7:11, 7:17–23, 8:3–9, 8:22, i:19 (last four sealed words); 29-1) 9:1, 9:5–7, 9:10–22, 10:8–9, 6:13 (last four sealed words); 8 11:9–11, 11:13–14.

6:14 (last four sealed words); 6:19 (last four sealed words); 9 6:21 (last four sealed words); 10 7:11 (first two sealed words); 7:17 (first seven sealed words); 11 7:18 (first seven sealed words); 7:21 (last four sealed words); 12 7:22 (first word); 8:3 (last four sealed words); 13 8:4 (first 10 words); 14 8:5 (words 8–14); 8:8 (last three words); 15 9:1 (last three sealed words); 9:5 (last word); 16 9:6 (words 1–2, 6–8); 9:10 (last four words); 17 9:12 (words 3–6, last two words); 18 9:13 (first two words); 9:22 (last four words); 19 10:9 (first four words); 11:14 (first sealed five words).

20 Otherwise granted. 21 Declaration of Brian S. Page 2:6-17. Denied as to pages: 22 King in Support of 2:6 (entire line); Plaintiff’s Opposition to 2:7 (first four words); 23 Defendant’s Motion to 2:9 (entire line); Dismiss (ECF Nos. 22-1, 2:10 (first seven words); 24 29-2) 2:14 (entire line); 2:15 (first four words). 25 26 Otherwise granted. 27 1 Plaintiff shall file revised redacted versions of her opposition brief and the supporting 2 || declaration that reflect the above rulings by March 28, 2023.

3 If Plaintiff elects not to resubmit revised redactions by March 28, 2023, the Court shall 4 || unseal the documents in their entirety, with the exception of direct quotations from the Settlement 5 || Agreement. 6 IT IS SO ORDERED. 7 Dated: March 14, 2023 8 9 EDWARD J. DAVILA 10 United States District Judge 11 12 © 15 16 = 17 Z 18 19 20 21 22 23 24 25 26 27 28 Case No.: 22-cv-02566-EJD ORDER GRANTING IN PART AND DENYING IN PART PLTF.’S ADMIN.

MOT. TO SEAL