

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PRECEDENTIAL VALUE	unpublished district court order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)