

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

The Whiting-Turner Contracting Company v. Mollerup Glass Company; Employers Mutual Casualty Company; and Does 1-25, inclusive

Whiting-Turner Contracting · No. 2:25-cv-00111-ART-DJA · Decided December 11, 2025

OPINION

The Whiting-Turner Contracting Company, a Maryland corporation v. Mollerup Glass Company, a Utah Corporation; Employers Mutual Casualty Company, an Iowa corporation; and Does 1-25, inclusive

PER CURIAM.

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UNITED STATES DISTRICT COURT

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DISTRICT OF NEVADA

4 * * * 5 The Whiting-Turner Contracting Case No. 2:25-cv-00111-ART-DJA 6 Company, a
Maryland corporation, 7 Plaintiff, Order 8 v. 9 Mollerup Glass Company, a Utah Corporation;
Employers Mutual Casualty Company, an 10 Iowa corporation; and Does 1-25, inclusive, 11
Defendants. 12 And related third party claims. 13 14 Before the Court is the parties' stipulated
protective order (ECF No. 44). The parties 15 request that the Court enter a protective order to
govern their exchange of confidential 16 information. However, the parties fail to state the
governing standard for filing documents under 17 seal with the Court. This order reminds counsel
that there is a presumption of public access to 18 judicial files and records. A party seeking to file
a confidential document under seal must file a 19 motion to seal and must comply with the Ninth
Circuit's directives in *Kamakana v. City and 20 County of Honolulu*, 447 F.3d 1172 (9th Cir.
2006) and *Center for Auto Safety v. Chrysler Group, 21 LLC*, 809 F.3d 1092, 1097 (9th Cir.
2016). 22 IT IS THEREFORE ORDERED that the parties' stipulated protective order (ECF No.
23 44) is granted subject to the following modifications: 24 • The Court has adopted electronic
filing procedures. Attorneys must file 25 documents under seal using the Court's electronic filing
procedures. See Local 26 Rule IA 10-5. Papers filed with the Court under seal must be
accompanied with a 27 concurrently-filed motion for leave to file those documents under seal. See
Local 1 • The Court has approved the instant protective order to facilitate discovery 2 exchanges,
but there has been no showing, and the Court has not found, that any 3 specific documents are
secret or confidential. The parties have not provided 4 specific facts supported by declarations or
concrete examples to establish that a 5 protective order is required to protect any specific trade
secret or other confidential 6 information pursuant to Rule 26(c) or that disclosure would cause an

identifiable 7 and significant harm. 8 • All motions to seal shall address the standard articulated in Ctr. for Auto Safety 9 and explain why that standard has been met. 809 F.3d at 1097. 10 • Specifically, a party seeking to seal judicial records bears the burden of meeting 11 the “compelling reasons” standard, as previously articulated in Kamakana. 447 12 F.3d 1172. Under the compelling reasons standard, “a court may seal records only 13 when it finds ‘a compelling reason and articulate[s] the factual basis for its ruling, 14 without relying on hypothesis or conjecture.’” Ctr. for Auto Safety, 809 F.3d at 15 1097. (quoting Kamakana, 447 F.3d at 1179). “The court must then 16 ‘conscientiously balance[] the competing interests of the public and the party who 17 seeks to keep certain judicial records secret.” Ctr. for Auto Safety, 809 F.3d at 18 1097. 19 • There is an exception to the compelling reasons standard where a party may satisfy 20 the less exacting “good cause” standard for sealed materials attached to a 21 discovery motion unrelated to the merits of the case. Id. “The good cause 22 language comes from Rule 26(c)(1), which governs the issuance of protective 23 orders in the discovery process: ‘The court may, for good cause, issue an order to 24 protect a party or person from annoyance, embarrassment, oppression, or undue 25 burden or expense.’” Id. (citing Fed.R.Civ.P. 26(c)). “For good cause to exist, the 26 party seeking protection bears the burden of showing specific prejudice or harm 27 will result if no protective order is granted.” Phillips v. General Motors, 307 F.3d 1 • The labels of “dispositive” and “nondispositive” will not be the determinative 2 factor for deciding which test to apply because the focal consideration is “whether 3 the motion is more than tangentially related to the merits of a case.” Ctr. for Auto 4 Safety, 809 F.3d at 1101. 5 • The fact that the Court has entered the instant stipulated protective order and that a 6 party has designated a document as confidential pursuant to that protective order 7 does not, standing alone, establish sufficient grounds to seal a filed document. See 8 Foltz v. State Farm Mut. Auto. Ins. Co., 331 F.3d 1122, 1133 (9th Cir. 2003); see 9 also Beckman Indus., Inc. v. Int’l Ins. Co., 966 F.2d 470, 476 (9th Cir. 1992). If 10 the sole ground for a motion to seal is that the opposing party (or non-party) has 11 designated a document as confidential, the designator shall file (within seven days 12 of the filing of the motion to seal) either (1) a declaration establishing sufficient 13 justification for sealing each document at issue or (2) a notice of withdrawal of the 14 designation(s) and consent to unsealing. If neither filing is made, the Court may 15 order the document(s) unsealed without further notice. 16 • To the extent any aspect of the stipulated protective order may conflict with this 17 order or Local Rule IA 10-5, that aspect of the stipulated protective order is hereby 18 superseded with this order. 19 IT IS SO ORDERED. 20 DATED: December 11, 2025 21

DANIEL J. ALBREGTS

22 UNITED STATES MAGISTRATE JUDGE

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