

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Schmidt v. Moss Landing Power Company, LLC

Schmidt · No. 25-cv-02475-SK · Decided March 13, 2025

SUMMARY

The United States District Court for the Northern District of California reserved ruling on Defendants’ motion to seal an entire agreement attached to the notice of removal. The Court found the request overbroad and ordered Defendants to file an amended declaration narrowly identifying the portions requiring sealing by March 18, 2025, warning that failure to do so would result in denial of the motion.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Sallie Kim
JURISDICTION	United States District Court for the Northern District of California
DECIDED	March 13, 2025
DOCKET	25-cv-02475-SK
DISPOSITION	other
PROCEDURAL POSTURE	Defendants moved to seal an entire exhibit attached to the notice of removal. The court reserved ruling and ordered defendants to submit an amended declaration narrowly seeking to seal only confidential portions of the agreement.
STANDARD OF REVIEW	A party seeking to seal a judicial record must overcome the strong presumption of public access by articulating compelling reasons supported by specific factual findings that outweigh the history of access and public policies favoring disclosure.
PRECEDENTIAL VALUE	Unknown; district court order with no precedential status stated.
PARTIES	Mary-Eliza Schmidt, et al. v. Moss Landing Power Company, LLC, et al.

TOPICS

- civil procedure
- commercial litigation

PRACTICE AREAS

civil procedure

commercial litigation

QUESTIONS PRESENTED

1. Whether defendants established a sufficient basis to seal an entire agreement attached to the notice of removal.
2. Whether defendants were required to pursue less restrictive alternatives, including redaction of truly confidential information, before seeking to seal the entire document.

HOLDINGS

1. The motion to seal was overbroad because defendants sought to seal the entire lengthy agreement rather than narrowly identified portions containing confidential information; the court therefore reserved ruling and required an amended declaration and narrowly tailored sealing request.

KEY QUOTATIONS

“To overcome this strong presumption, a party seeking to seal a judicial record must articulate “compelling reasons supported by specific factual findings that outweigh the general history of access and the public policies favoring disclosure.”” (at 1)

“A party must explore all reasonable alternatives to filing documents under seal, minimize the number of documents filed under seal, and avoid wherever possible sealing entire documents (as opposed to merely redacting the truly sensitive information in a document).” (at 1)

FACTUAL BACKGROUND

Defendants sought to seal an entire lengthy agreement attached to the notice of removal. The court determined that the request was overbroad because it sought sealing of the whole agreement rather than only portions revealing confidential information. The court reserved ruling and required a narrowly tailored amended submission.

PROCEDURAL HISTORY

After removal to the Northern District of California, defendants moved to seal an entire lengthy agreement attached as an exhibit to the notice of removal. The court concluded that the request was overbroad, reserved ruling, and directed defendants to file an amended declaration and a narrowly tailored sealing request by March 18, 2025.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand. Defendants were ordered to file, by March 18, 2025, an amended declaration with the agreement attached, narrowly seeking to seal only portions revealing confidential aspects of the agreement. Failure to comply would result in denial of the motion to seal in full.

CASES CITED

- Nixon v. Warner Communications, Inc., 435 U.S. 589, 597 & n. 7 (1978)
- Kamakana v. City & County of Honolulu, 447 F.3d 1172, 1178-79 (9th Cir. 2006)
- Foltz v. State Farm Mutual Automobile Insurance Co., 331 F.3d 1122, 1135 (9th Cir. 2003)

OPINION

1 2 3 4 UNITED STATES DISTRICT COURT 5 NORTHERN DISTRICT OF CALIFORNIA 6 7
MARY-ELIZA SCHMIDT, et al., Case No. 25-cv-02475-SK 8 Plaintiffs, ORDER RESERVING
RULING ON 9 v. MOTION TO SEAL 10 MOSS LANDING POWER COMPANY, LLC, et al.,
Regarding Docket No. 2 11 Defendants. 12 13 Now before the Court is the motion to seal an entire
exhibit attached to the notice of 14 removal.

Historically, courts have recognized a “general right to inspect and copy public records 15 and documents, including judicial records.” Nixon v. Warner Commc'ns, Inc., 435 U.S. 589, 597 16 and n. 7 (1978). Thus. “[u]nless a particular court record is one ‘traditionally kept secret,’ a 17 ‘strong presumption in favor of access’ is the starting point.” Kamakana v. City and Cnty. of 18 Honolulu, 447 F.3d 1172, 1178 (9th Cir.

2006) (quoting Foltz v. State Farm Mut. Auto. Ins. Co., 19 331 F.3d 1122, 1135 (9th Cir. 2003)). To overcome this strong presumption, a party seeking to 20 seal a judicial record must articulate “compelling reasons supported by specific factual findings 21 that outweigh the general history of access and the public policies favoring disclosure.” Id. at 22 1178-79 (internal quotation marks and citations omitted).

As recognized by the Civil Local Rules, 23 “[a] party must explore all reasonable alternatives to filing documents under seal, minimize the 24 number of documents filed under seal, and avoid wherever possible sealing entire documents (as 25 opposed to merely redacting the truly sensitive information in a document).” N.D. Civ. L.R. 79- 26 5(a). 27 In Defendants’ motion to seal, they seek to seal an entire lengthy agreement, instead of 1 motion is overbroad.

The Court HEREBY RESERVES RULING on Defendants’ motion to seal. 2 By no later than March 18, 2025, Defendants shall file an amended declaration with the agreement 3 attached narrowly seeking to file under seal only those portions that reveal confidential aspects of 4 || the agreement. If Defendants fail to file the declaration by March 18, 2025, the Court will deny 5 the motion to seal in full.

6 IT IS SO ORDERED. 7 Dated: March 13, 2025 □ Atlin [rw SALLIE KIM 9 United States
Magistrate Judge 10 11 12 13 15 16 = 17 Z 18 19 20 21 22 23 24 25 26 27 28

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