

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF ARIZONA

Navajo County Sheriff's Posse Incorporated v. Navajo County Hashknife Sheriff's Posse Search & Rescue

Navajo County Sheriff's Posse · No. CV-24-08146-PCT-DJH · Decided March 23, 2026

SUMMARY

The United States District Court for the District of Arizona denied the parties’ joint motion to seal briefing concerning cross-motions for attorneys’ fees. The court also denied both parties’ motions for attorneys’ fees and costs without prejudice, finding that the parties had not shown compelling reasons for sealing and expressing doubt that either party qualified as a prevailing party. The order permits the motions to be renewed with proper documentation.

CASE DETAILS

COURT	United States District Court for the District of Arizona
WRITING FOR THE COURT	Diane J. Humetewa
JURISDICTION	United States District Court for the District of Arizona
DECIDED	March 23, 2026
DOCKET	CV-24-08146-PCT-DJH
DISPOSITION	other
PROCEDURAL POSTURE	The parties jointly moved to seal briefing related to their cross-motions for attorney fees and costs. The court denied the motion to seal and denied both fee motions without prejudice.
STANDARD OF REVIEW	A motion to seal judicial records is governed by a strong presumption of public access and requires compelling reasons supported by specific factual findings that outweigh the public policies favoring disclosure.
PRECEDENTIAL VALUE	Unpublished district court order; persuasive authority only.

TOPICS

- attorney fees
- trademark law
- commercial litigation
- civil procedure

PRACTICE AREAS

- civil procedure
- trademark law
- attorney fees
- commercial litigation

QUESTIONS PRESENTED

1. Whether the parties provided compelling, specifically supported reasons sufficient to overcome the presumption of public access to judicial records.
2. Whether the parties' fee motions should remain pending when the parties sought to seal entire portions of the briefing without adequately identifying material that required protection.
3. Whether the public record suggested that either party was a prevailing party entitled to attorney fees after the preliminary-injunction proceedings and settlement.

HOLDINGS

1. A party seeking to seal judicial records must identify compelling reasons supported by specific, individualized factual findings; conclusory assertions of confidentiality, attorney-client privilege, work product, proprietary information, or settlement confidentiality are insufficient.
2. The mere existence of a confidential settlement agreement, or references to its terms, does not by itself justify sealing judicial records.
3. When parties seek to seal entire portions of fee briefing without adequately identifying material that warrants protection, the court may deny the underlying fee motions without prejudice to renewal with proper documentation.
4. The public record did not suggest that either party was a prevailing party based on the preliminary-injunction proceedings or the settlement, although the court did not finally resolve the parties' entitlement to fees.

KEY QUOTATIONS

“The sealing of documents requires compelling reasons supported by specific factual findings that outweigh the general history of access and the public policies favoring disclosure.” (at 2)

“Conclusory statements by a party about potential harm from public disclosure, or mere hypothesis or conjecture, will not do.” (at 2)

“judicial records are public documents almost by definition, and the public is entitled to access by default.” (at 2)

“And the mere existence of an underlying settlement agreement is not enough to warrant the sealing of either the agreement itself or anything that references the agreement or its terms.” (at 4)

FACTUAL BACKGROUND

The dispute concerned the parties' use of certain logos, trademarks, and names, including the phrase "Navajo County Sheriff's Posse Search and Rescue." The court denied a preliminary injunction concerning that phrase, after which the parties settled. Both parties subsequently sought attorney fees and costs and jointly sought to seal portions of the fee-related filings based on asserted privilege, work product, proprietary information, and settlement confidentiality.

PROCEDURAL HISTORY

Plaintiff sued Defendant over the use of disputed names, trademarks, and logos, asserting federal and state trademark, unfair competition, unjust enrichment, and interference claims. The court denied Plaintiff's motion for a preliminary injunction after Defendant stipulated to refrain from using certain marks but disputed its right to use the phrase identifying its search-and-rescue organization. The parties later settled and then filed cross-motions for attorney fees and costs, along with a joint motion to seal portions of the fee briefing.

DISPOSITION

other

REMAND INSTRUCTIONS

The parties may renew their attorney-fee motions with proper documentation and a properly supported sealing request.

CASES CITED

- Kamakana v. City and County of Honolulu, 447 F.3d 1172, 1178-80 (9th Cir. 2006)
- Johnstech Int'l Corp. v. JF Microtechnology SDN BHD, 2016 WL 4091388, at *1 (N.D. Cal. Aug. 2, 2016)
- Hagestad v. Tragesser, 49 F.3d 1430, 1434 (9th Cir. 1995)
- Center for Auto Safety v. Chrysler Group, LLC, 809 F.3d 1092, 1096 (9th Cir. 2016)
- Doe I-XIX v. Boy Scouts of Am., 2017 WL 9288099, at *8 (D. Idaho Nov. 20, 2017)
- Lackey v. Stinnie, 604 U.S. 192, 200 (2025)
- Chidester v. City of Huntington Beach, 2025 WL 2633081, at *12 (C.D. Cal. Aug. 25, 2025)
- Chidester v. City of Huntington Beach, 2025 WL 3691839 (C.D. Cal. Oct. 17, 2025)

OPINION

1 WO 2 3 4 5 6 IN THE UNITED STATES DISTRICT COURT 7 FOR THE DISTRICT OF ARIZONA 8 9 Navajo County Sheriff's Posse Incorporated, No. CV-24-08146-PCT-DJH 10 Plaintiff, ORDER 11 v. 12 Navajo County Hashknife Sheriff's Posse Search & Rescue, et al., 13 Defendants. 14 15 Before the Court is Plaintiff Navajo County Sherriff's Posse, Inc. ("Plaintiff") and 16 Defendant Navajo County Hashknife Sheriff's Posse Search & Rescue's ("Defendant") 17 (collectively the "parties") Joint Motion to Seal ("Joint Motion").

(Doc. 61). The Joint 18 Motion seeks to seal the responses and replies to the parties' pending cross-motions for 19 Attorneys' Fees. (Docs. 57 & 59). For the reasons stated below, the Court will deny the 20 Joint Motion to Seal and the underlying Motions for Attorneys' Fees. 21 I. Background 22 Plaintiff brought a lawsuit against Defendant for the following claims centered 23 around a dispute involving the use of certain logos and names: (1) trademark infringement 24 under 15 U.S.C. § 1114; (2) false association, false designation of origin, and false 25 advertising in violation of 15 U.S.C. § 1125(a); (3) federal trademark dilution in violation 26 of 15 U.S.C. § 1125(c); (4) common law trademark infringement; (5) state trademark 27 infringement under

A.R.S. § 44-1451; (6) state trademark dilution and injury to business 28 reputation; (7) common law unfair competition; (8) unjust enrichment; and finally (9) 1 prospective interference with business advantage.

(Doc. 1 at 22–45). At that time, 2 Plaintiff’s main contention was that Defendant was using certain tradenames and 3 trademarks in contravention of Plaintiff’s legally held rights to use those marks and names. 4 (Doc. 1 at 3).

To assert its rights to the tradenames and trademarks, Plaintiff also filed a 5 Motion for Preliminary Injunction trying to prevent Defendant from using any of the 6 disputed tradenames or trademarks. (Doc. 28). At the hearing for the preliminary 7 injunction Motion, Defendant stipulated to not using any Hashknife “mark, term, or logo,” 8 but maintained that it had a right to use the phrase “Navajo County Sheriff’s Posse Search 9 and Rescue,” and any iteration thereof.

(Doc. 37 at 1–2). The Court’s preliminary 10 injunction Order focused solely on one thing: should a preliminary injunction issue against 11 Defendant for use of the terms “Navajo County Sheriff’s Posse Search and Rescue.” (Id.) 12 The Court answered that question in the negative and denied Plaintiff’s Motion. (Id. at 2). 13 The parties then found their way into settlement talks and did indeed settle.

(Doc. 54). 14 Now, while seeking attorneys’ fees, the parties have filed a Joint Motion to Seal the 15 Responses to their Attorneys’ Fees Motions and Plaintiff’s Reply to Defendants’ 16 Attorneys’ Fees Motion. (Doc. 61). 17 II. Legal Standard 18 The sealing of documents requires compelling reasons supported by specific factual 19 findings that outweigh the general history of access and the public policies favoring 20 disclosure.” *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1178–79 (9th Cir.

21 2006) (cleaned up); see also *Johnstech Int’l Corp. v. JF Microtechnology SDN BHD*, 2016 22 WL 4091388, at *1 (N.D. Cal. Aug. 2, 2016) (stating that a party must provide “specific, 23 individualized reasons for the sealing”). Conclusory statements by a party about potential 24 harm from public disclosure, or mere hypothesis or conjecture, will not do. *Kamakana*, 25 447 F.3d at 1179; *Hagestad v. Tragesser*, 49 F.3d 1430, 1434 (9th Cir.

1995). “[J]udicial 26 records are public documents almost by definition, and the public is entitled to access by 27 default.” *Kamakana*, 447 F.3d at 1180 (citation omitted); see also *Center for Auto Safety 28 v. Chrysler Group, LLC*, 809 F.3d 1092, 1096 (9th Cir. 2016) (when considering a request 1 to seal, “we start with a strong presumption in favor of access to court records.”) (quotation 2 omitted).

3 The Court will deny the Joint Motion to Seal because the Court finds that the parties 4 have not sufficiently identified for the Court their compelling reasons for sealing. In their 5 Joint Motion, the parties state that their Attorneys Fees Motions, Responses, and 6 Defendant’s Reply “contains

or references sensitive, non-public, and confidential 7 information, including materials protected by attorney-client privilege, work product 8 doctrine, proprietary business information, and portions of the parties' confidential 9 settlement agreement." (Doc.

61 at 2). They further state that filing this information on 10 the public docket would jeopardize the confidential nature of this information and lead to 11 its unnecessary exposure. (Id.) The Court disagrees. 12 To start, conclusory statements about work product, attorney client privilege, and 13 confidential information, without more, are not sufficient to grant a sealing motion.

14 Kamakana, 447 F.3d at 1178 (emphasizing that conclusory statements about 15 confidentiality are not enough to grant a motion to seal). Further, comparing the redacted 16 versions of the Motions, Responses, and Defendant's Reply filed by the parties, and the 17 unredacted versions, the Court cannot glean the type of work product, attorney client 18 privilege, or confidential information the parties seek to protect.

Plaintiff's Motion for 19 Attorneys Fees redacts entire portions of the procedural history in this case. (Compare 20 Doc. 59 at 2–9 with Doc. 60 at 2–9). That procedural history was openly disclosed and 21 filed on the docket when Plaintiff first filed this lawsuit and later when Plaintiff filed its 22 Preliminary Injunction. (Docs. 1 & 28). Plaintiff also cites to exhibits in its Motion for 23 Attorneys Fees, and yet none are attached to the Motion itself.

An entire paragraph 24 designed to support Plaintiff's argument about why it is a prevailing party is also redacted 25 from its Motion. (Doc. 59 at 12 & Doc. 60 at 12). Portions of the Motion referring to the 26 Lanham Act, the statute under which Plaintiff says it is entitled to attorneys fees, are also 27 redacted. (Doc. 59 at 12 & Doc. 60 at 12). Defendant, on the other hand, mainly redacted 28 portions of its Motion for Attorneys Fees that reference the underlying settlement 1 agreement.

(Doc. 60 at 13). But even then, neither party has articulated compelling reasons 2 for why any of the redacted information is necessary to file under seal. And the mere 3 existence of an underlying settlement agreement is not enough to warrant the sealing of 4 either the agreement itself or anything that references the agreement or its terms. *Doe I- 5 XIX v. Boy Scouts of Am.*, 2017 WL 9288099, at *8 (D.

Idaho Nov. 20, 2017) ("Similarly, 6 courts have declined to seal court-approved settlement agreements merely because they 7 contain confidentiality agreements, even where those agreements are integral to the parties' 8 agreement to a negotiated settlement."). This is true even if the parties decide to keep the 9 terms of the agreement confidential. *Id.* Therefore, the Court will deny the parties Joint 10 Motion to Seal.

Because the parties ask for entire portions of their briefing to be sealed, 11 the Court will also deny the pending Attorneys' Fees Motion. These Motions will be 12 denied without prejudice to

renew with proper documentation. 13 Notwithstanding, and without addressing the entire merits of the parties' Motions 14 for Attorneys Fees, the Court serious questions that either party is entitled to to fees here.

15 Two types of movement impacted the case: a preliminary injunction hearing and the 16 parties' settlement. (Doc. 37, Jan. 13, 2025, Order denying Plaintiff's Motion for 17 Preliminary Injunction; Doc. 54, June 3, 2025, Notice of Settlement). Despite both parties 18 now laying claim to attorney fees from the other side, nothing on the public record suggests 19 that either party is a "prevailing party" for purposes of a preliminary injunction or for 20 purposes of the underlying settlement.

See Lackey v. Stinnie, 604 U.S. 192, 200 (2025) 21 (highlighting the differences between the likelihood of success on the merits determination 22 at the preliminary injunction stage and the ultimate merits determination at other stages of 23 the lawsuit); see also Chidester v. City of Huntington Beach, 2025 WL 2633081, at *12 24 (C.D. Cal. Aug. 25, 2025), report and recommendation adopted sub nom.

Chidester v. City 25 of Huntington Beach, 2025 WL 3691839 (C.D. Cal. Oct. 17, 2025) ("a dismissal resulting 26 from a negotiation, settlement or agreement is generally not deemed a favorable 27 termination of the proceedings because such a settlement specifically avoids a 28 determination on the merits"). But for now, the Court will simply deny the parties' Joint 1 || Motion to Seal and the underlying Motions for Attorneys' Fees without prejudice to renew.

2 Accordingly, 3 IT IS ORDERED that Defendant Navajo County Hashknife Sheriff's Posse Search & Rescue's and Plaintiff Navajo County Sherriffs Posse, Inc.'s Joint Motion to Seal 5 || (Doc. 61) is denied. 6 IT IS FURTHER ORDERED that Defendant Navajo County Hashknife □□□□□□□□ Posse Search & Rescue's Motion for Attorney Fees and Costs (Doc. 57) and Plaintiff 8 || Navajo County Sherriff's Posse, Inc.'s Motion for Attorney Fees and Costs (Doc.

59) are denied without prejudice. 10 Dated this 23rd day of March, 2026. 11 13 norable' Diang/4. Hurtetewa 14 United States District Judge 15 16 17 18 19 20 21 22 23 24 25 26 27 28 _5-