

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF
CALIFORNIA

**Taylor Smart and Michael Hacker v. National Collegiate Athletic
Association**

Smart · No. 2:22-cv-02125 WBS CSK · Decided March 28, 2025

OPINION

Smart v. NCAA

PER CURIAM.

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8 UNITED STATES DISTRICT COURT

9 EASTERN DISTRICT OF CALIFORNIA

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12 TAYLOR SMART AND MICHAEL HACKER, No. 2:22-cv-02125 WBS CSK

Individually and on Behalf of 13 All Those Similarly Situated, 14 Plaintiffs, ORDER RE:
REQUEST TO SEAL 15 v.

16 NATIONAL COLLEGIATE ATHLETIC

ASSOCIATION, an unincorporated 17 association, 18 Defendant. 19 20 ----oo0oo---- 21 Plaintiffs
have filed a request to seal in connection 22 with their pending motion for preliminary approval of
a class 23 action settlement, seeking to redact the settlement agreement’s 24 threshold percentage
of opt-outs needed to trigger the 25 agreement’s termination clause. (Docket No. 72.) 26 A party
seeking to seal a judicial record bears the 27 burden of overcoming a strong presumption in favor
of public 28 access. See *Kamakana v. City & County of Honolulu*, 447 F.3d 1 1172, 1178 (9th Cir.
2006). The party must “articulate 2 compelling reasons supported by specific factual findings that
3 outweigh the general history of access and the public policies 4 favoring disclosure, such as the
public interest in understanding 5 the judicial process.” *Id.* at 1178-79 (citation omitted). In 6
ruling on a motion to seal, the court must balance the competing 7 interests of the public and the
party seeking to keep records 8 secret. See *id.* at 1179. 9 As other courts have explained, a
settlement 10 agreement’s opt-out threshold for termination is likely “not 11 important to any
individual class members’ decision to either 12 remain in or opt out of the class,” while public
revelation of 13 that number raises a “potential for abuse” by so-called 14 “professional objectors”
(i.e., “attorneys for class members who 15 extort additional payments from the parties in exchange
for not 16 delaying or tanking the whole settlement”). See *Friedman v. 17 Guthy-Renker, LLC*,
No. 2:14-cv-06009 ODW AGR 2016 WL 5402170, at 18 *2 (C.D. Cal. Sept. 26, 2016); see also,
e.g., *In re Lyft Inc. 19 Sec. Litig.*, No. 19-CV-02690 HSG, 2023 WL 2960006, at *2 (N.D. 20 Cal.
Mar. 16, 2023); *In re Yahoo! Inc. Sec. Litig.*, No. 17-cv- 21 00373-LHK, 2018 WL 11349976, at

*2 (N.D. Cal. May 9, 2018); 22 Thomas v. Magnachip Semiconductor Corp., No. 14-cv-01160 JST, 23 2016 WL 3879193, at *7 (N.D. Cal. July 18, 2016). There are 24 therefore compelling reasons to grant plaintiffs' request. 25 IT IS THEREFORE ORDERED that plaintiffs' request to 26 seal (Docket No. 72) be, and the same hereby is, GRANTED. The 27 redacted version of the document has already been filed on the 28 publicly available docket. (See Docket No. 73-1 at 24-45.) ee nn ene nen ee nn nnn nen ne nen nnn nn ED OE 1 Defendants shall file the unredacted version of the settlement 2 agreement under seal within five days. 3 Dated: March 27, 2025 ' ~ ak. a bean, (hi.

‘ WILLIAM B. SHUBB

5 UNITED STATES DISTRICT JUDGE

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