

Cosgrove v. National Fire & Marine Insurance Company

Year: 2019

Court: United States District Court for the District of Arizona

Case Number: CV-14-02229-PHX-HRH

In its memorandum, UP argues that the court’s partial summary judgment opinion must be unsealed unless the insurance company has a “compelling reason” to seal it, and no compelling reason exists here. The insurer first argues that if the opinion is unsealed, it could subject a third party to additional litigation. UP argues that this vague speculation fails to establish that such outcome would be a plausible consequence of unsealing, much less a likely one. Even if this consequence were true, it would still not be a compelling reason to seal the summary judgment opinion. Next, the insurer claims that it reached an agreement with the plaintiff to seal the opinion, and that unsealing the opinion would be prejudicial because it would be inconsistent with that agreement. UP argues that the ninth circuit has held that litigants cannot defeat the public interest in accessing judicial records simply through private agreement.

This brief was drafted pro bono by Dustin Cho of Covington and Burling LLP