

3. In upholding a district court's decision to seal a settlement agreement and a transcript of proceedings related to same, the Fifth Circuit noted that "the right to inspect and copy judicial records is not absolute," and "[e]very court has supervisory power over its own records and files." *Seals v. Herzing Inc.-New Orleans*, 482 Fed. App'x 893, 896 (5th Cir. 2012). As such, the Fifth Circuit "review[s] the district court's decision to seal [a] settlement agreement for abuse of discretion." *Id.* In determining that sealing was proper, the Fifth Circuit specifically noted "the parties agreement to maintain confidentiality, the express statement that confidentiality was a material inducement for [defendant] to settle, [and] the fact that 'public policy favors voluntary settlements.'" *Id.*

4. Courts frequently grant leave for parties to file settlement documents under seal in FLSA cases. *See e.g., McCaig v. Newfield Exploration Company*, Case No. 4:17-cv-02927 (S.D. Tex. Nov. 29, 2018) (Doc. # 29) (Miller, J.) (granting unopposed motion to seal FLSA settlement agreement); *Noyola v. Bella Brothers, Inc.*, Case No. 4:10-cv-03723 (S.D. Tex. March 17, 2011) (Doc. # 18) (Miller, J.) (same); *Diaz v. Panhandle Maim., LLC*, No. 2:18- CV-097-Z, 2020 WL 587644, at *1 (N.D. Tex. Feb. 6, 2020) (granting motion for approval of FLSA settlement, explaining that "the Settlement Agreement...has been filed under seal and will not be made part of the public record"); *Cormier v. Turnkey Cleaning Services LLC*, 2018 WL 5288824, at *1 (W.D. La. Oct. 22, 2018).

5. Maintaining the confidentiality of the Settlement Agreement's terms serves the privacy interest of all parties and promotes the amicable resolution of FLSA claims. Thus, good cause exists for filing the Settlement Agreement under seal.

For these reasons, Defendants respectfully requests that the Court order that the parties' Joint Motion for Approval of Settlement and the Settlement Agreement itself be filed, and remain, under seal. Defendants also respectfully request that the Court award them all other relief to which they are justly entitled, at law and in equity.

Respectfully submitted,

/s/ John B. Brown

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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of April 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to the following:

/s/ John B. Brown

John B. Brown

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**TAYLOR BATISTE, on Behalf of Herself
and on Behalf of All Others Similarly Situated,**

Plaintiff,

v.

**TOPGOLF INTERNATIONAL, INC., and
TOPGOLF USA SPRING HOLDINGS, LLC,**

Defendants.

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Civil Action No. 4:20-cv-00655

ORDER GRANTING UNOPPOSED MOTION TO FILE UNDER SEAL

The Court having considered Defendants TopGolf International, Inc. and TopGolf USA Spring Holdings, LLC's Unopposed Motion to File Settlement Documents Under Seal along with the other pleadings on file, is of the opinion that the motion is well taken and should be GRANTED.

IT IS THEREFORE ORDERED that the parties' Joint Motion for Approval of Settlement and the Settlement Agreement be filed, and remain, under seal.